

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

Monday, July 15, 2019

4:30 pm

Council Chambers

Civic Centre

Pages

1.	Adoption of Minutes	16 - 35
	Mover Councillor L. Dufour	
	Seconder Councillor M. Bruni	
	Resolved that the Minutes of the Regular Council Meeting of 2019 06 17 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 L. Dufour	
	Seconder Councillor R. Niro	
	Resolved that the Agenda for 2019 07 15 City Council Meeting as presented be approved.	
5.	Proclamations/Delegations	
5.1	Pridefest Week	
	Jeremy Nadon, Vice Chair and Treasurer, Sault Pride	
5.2	Fringe North	

Darielle Chomyn, Artistic Director, Fringe North International Theatre Festival

5.3	Cycling Lanes	36 - 53
	Dolores Proietti on behalf of Willow Avenue and Pine Street residents	
	Eric Eddy and André Riopel, Sault Cycling Club and Tracey McClelland, Sault Trails Advocacy Group	
6.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor M. Bruni	
	Resolved that all the items listed under date 2019 07 15 – Agenda item 6 – Consent Agenda be approved as recommended.	
6.1	Correspondence	54 - 55
	Correspondence from Mayor Provenzano to Minister Phillips and Minister Romano	
6.2	Outstanding Council Resolutions	56 - 62
6.3	Property Tax Appeals	63 - 66
	A report of the Manager of Accounting and City Tax Collector is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor M. Bruni	
	Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 07 15 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the <i>Municipal Act</i> .	
6.4	Registration of Tax Arrears Certificates and Sale	67 - 72
	A report of the Manager of Accounting and City Tax Collector is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor R. Niro	
	Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 07 15 be received and that Council authorize the City Tax Collector to commence Tax Sale Proceedings in accordance with the <i>Municipal Act 2001</i> .	
6.5	2018 Investment Report	73 - 80
	A report of the Chief Financial Officer and Treasurer is attached for the information of Council.	

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 07 15 regarding the 2018 Investment Report be received as information.

6.6

Tender for One Articulated Wheel Loader

81 - 83

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2019 07 15 be received and that the tender for the supply and delivery of one (1) articulated wheel loader as required by Public Works be awarded to Strongco Limited Partnership at their total tendered price of \$191,800.00 plus HST after the trade-in allowance is applied.

6.7

Economic Development Fund Project Cancellations

84 - 85

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 07 15 regarding the cancellation of various Economic Development Fund (EDF) projects be received and that the recommended projects be cancelled with uncommitted funds to be used towards current EDF priorities.

6.8

SSMEDC Economic Development Fund Request

86 - 101

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 07 15 concerning Sault Ste. Marie Economic Development Corporation Economic Development Fund Request for the Northern Ontario Exports program be approved in the amount of \$8,666 for the years 2019, 2020, and 2021 respectively for a total of \$26,000 over three years.

6.9

FutureSSM Project Update

102 - 117

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 07 15 concerning FutureSSM Project Update be received as information.

6.10	Mill Market Lease and Update	118 - 120
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.	
	The relevant By-law 2019-147 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.11	Toys for Tickets	121 - 125
	A report of the Director of Community Services is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen Seconder Councillor R. Niro	
	Resolved that the report of the Director, Community Services – Community Development and Enterprise Services dated 2019 07 15 concerning Toys for Tickets be received and that a Toys for Tickets program be initiated as a one-year pilot project.	
6.12	Fan-Friendly Pricing – GFL Memorial Gardens	126 - 143
	A report of the Director of Community Services is attached for the consideration of Council.	
	Mover Councillor L. Dufour Seconder Councillor M. Bruni	
	Resolved that the report of the Director of Community Services dated 2019 07 15 concerning Fan Friendly Pricing be received and that:	
	<ol style="list-style-type: none">1. Existing “combo pricing” be further promoted2. \$5/beer (taxes in - 10 oz.) be sold at select concessions3. A fan friendly hotdog/ french fry/ popcorn option at \$3 (taxes included) each be introduced at select concessions	
6.13	Coalition of Inclusive Municipalities Committee Terms of Reference	144 - 153
	A report of the Local Immigration Partnership Researcher is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen Seconder Councillor M. Bruni	
	Resolved that the report of the LIP Researcher dated 2019 07 15 concerning Coalition of Inclusive Municipalities Committee be received and that the Terms of Reference	

be approved;

Further that Councillors _____ and _____, two Local Immigration Partnership staff, the FutureSSM Social Equity Coordinator, representatives from the Mayor's Office, Corporate Services, Community Development and Enterprise Services, Legal Department, Accessibility Advisory Committee and Police Services be appointed to the said Committee from July 15, 2019 until December 31, 2020.

6.14

Pedestrian Crossing – Queen Street at Churchill Boulevard

154 - 155

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Director of Engineering dated 2019 07 15 concerning the Queen Street pedestrian cross-over at Churchill Boulevard be received and that the recommendations to allocate \$13,900 of the 2019 miscellaneous construction budget and sole-sourcing the streetlight distribution work to the PUC be approved.

6.15

Contract 2019-7E – Central Street Aqueduct Repairs

156 - 160

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

The relevant By-laws 2019-145 and 2019-146 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16

Deeming By-law – St. Mary's Subdivision, Plan 310 (127 Church Street) (The Perzia Group Ltd.)

161 - 163

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

The relevant By-law 2019-142 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17

Deeming of 682 and 684 Albert Street West

164 - 166

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

The relevant By-laws 2019-139 and 2019-140 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.18

540 Albert Street Fourth Lease Extension and Amending Agreement

167 - 169

A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-law 2019-144 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7.	Reports of City Departments, Boards and Committees	
7.1	Administration	
7.2	Corporate Services	
7.3	Community Development and Enterprise Services	
7.4	Public Works and Engineering Services	
7.5	Fire Services	
7.5.1	Comprehensive Risk Assessment and Fire Master Plan	170 - 172
	A report of the Fire Chief is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor M. Bruni	
	Resolved that the report of the Fire Chief dated 2019 07 15 concerning the Fire Master Plan update be received as information.	
7.6	Legal	
7.7	Planning	
7.7.1	A-12-19-Z.OP 647 MacDonald Avenue (Long Holdings Inc.)	173 - 189
	A report of the Planner is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor M. Bruni	
	Resolved that the report of the Planner dated 2019 07 15 concerning Rezoning and Official Plan Application A-12-19-Z.OP be received and that Council approve Official Plan Amendment No. 224 by way of a notwithstanding clause to the Industrial Policies to permit retail sales, and rezone the subject property from Medium Industrial Zone (M2) to Medium Industrial Zone (M2.S) with a special exception to permit retail sales as an additional permitted use, subject to the following conditions:	
	1. That the buffering requirements along the west lot line be waived.	
	2. That the landscaping requirements along MacDonald Avenue be waived.	
	Further that the Legal Department be directed to prepare the necessary by-law to effect this approval.	
7.7.2	A-11-19-Z 412 Second Line West and 236 Prentice Avenue – Pasquale Lento	190 - 207
	A report of the Planner is attached for the consideration of Council.	

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Planner dated 2019 07 15 concerning Rezoning Application A-11-19-Z be received and that the application to rezone the subject properties from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), subject to the condition that the development shall consist of a maximum of six units in two three-unit buildings be approved;

Further that the Legal Department be directed to prepare the necessary by-law to effect this approval.

7.7.3

Active Transportation Implementation – Cycling Lanes – Pine Street and Willow Avenue

208 - 283

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Senior Planner dated 2019 07 15 concerning Active Transportation Implementation – Cycling Lanes – Pine Street and Willow Avenue be received and that staff be directed to implement the Pine Street and Willow Avenue routes;

Further that these routes be implemented through a separate contract, providing line painting, as well as pavement markings and painted symbols for four (4) priority routes identified in this report; and

Further that parking prohibitions be extended on the entirety of both Pine Street and Willow Avenue.

7.8

Boards and Committees

7.8.1

Sault Ste. Marie Public Library Board

284 - 287

Correspondence regarding 2020 Budget

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that correspondence from the Sault Ste. Marie Public Library Board dated 2019 06 25 be received and the request for additional funding be referred to 2020 budget.

7.8.2

Sault Ste. Marie Public Library Board Appointment

A vacancy has occurred on the Sault Ste. Marie Library Board due to the resignation of Richard Wark. The Board and Committee Nominating Committee met on July 10, 2019 to consider applications to the Library Board. The names of the applicants and their applications have been made available to Council under separate cover.

The Board and Committee Nominating Committee recommends the appointment of Jami van Haaften to the Sault Ste. Marie Public Library Board from July 15, 2019 to November 14, 2022.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that Jami van Haaften be appointed to the Sault Ste. Marie Public Library Board from July 15, 2019 to November 14, 2022.

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

8.1 Blake Avenue

Mover Councillor R. Niro

Seconder Councillor M. Bruni

Whereas Blake Avenue is a residential street in a neighbourhood where many children ride their bikes, and people are out walking with or without pets; and

Whereas Blake Avenue from Wawanosh Avenue to Oryme Avenue runs parallel to Great Northern Road, and motorists travelling at high speeds are using Blake Avenue as a thoroughfare in order to avoid the traffic signals at Wawanosh Avenue and the heavy traffic on Great Northern Road; and

Whereas the residents recently requested a traffic calming assessment which found that their street was not eligible for speed bumps because it does not have a sidewalk

Now Therefore Be It Resolved that the Public Works and Engineering Services consider options that would slow traffic down and make the street safer for pedestrian use, such as a lower speed limit, construction of a sidewalk, and/or the use of signage, etc. and report back to Council.

8.2 City Parking Lots at Ken Danby Way and Russ Ramsay Way

Mover Councillor M. Shoemaker

Seconder Councillor L. Dufour

Whereas the City of Sault Ste. Marie owns the parking lot at Clergue Park bordering Ken Danby Way; and

Whereas the City of Sault Ste. Marie also owns the large gravel lot immediately south of the Bay Tower and Lions Place; and

Whereas both parking lots are used to varying degrees by residents using Clergue Park, the Skating Trail, and vendors during Rotaryfest; and

Whereas a more cohesive layout could allow for greater accessibility, a beautification of the area, and more logical use of the space;

Now Therefore Be It Resolved that staff review the layout and use of both parking

lots and bring forward recommendations on optimizing the property for future use.

8.3

Complete Streets Plan – Pine–Willow Area

Mover Councillor D. Hilsinger

Seconder Councillor M. Shoemaker

Whereas an open house was held on June 20, 2019 to canvass the issue of bike lanes on Pine Street and Willow Avenue; and

Whereas many of the concerns raised by residents involved issues of crosswalks, accessibility, safety, convenience, and choice for vehicles, pedestrians, cyclists and other travel methods; and

Whereas Council requested a full plan on determining how the recommendations in the Transportation Master Plan, the Cycling Master Plan, the Active Transportation Implementation Plan and the Transit Route Optimization Plan would be implemented in the coming years' capital budgets; and

Whereas it has become obvious through the open house held on June 20, 2019 that a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street is not only a best practice but will work toward satisfying the concerns of residents;

Now Therefore Be It Resolved that staff be requested to report back to Council with a complete streets plan for the area described above, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 open house.

8.4

Unopened Road Allowance - Capital Project

Mover Councillor M. Shoemaker

Seconder Councillor D. Hilsinger

Whereas an open house was held on June 20, 2019 to canvass the issue of bike lanes on Pine Street and Willow Avenue; and

Whereas many of the concerns raised by residents involved the intersection of Pine Street and Pleasant Drive; and

Whereas it is in the City's five-year capital plan to open a previously unopened road allowance from the east limit of Northern Avenue southerly through Panoramic Drive to Princeton Drive; and

Whereas the opening of this planned roadway is expected to alleviate traffic volumes at Pine Street and Pleasant Drive;

Now Therefore Be It Resolved that Council direct staff to include the opening of the unopened road allowance in the 2020 Capital Budget.

8.5

Public Information Sessions

Mover Councillor D. Hilsinger

Seconder Councillor M. Shoemaker

Whereas under the *Environmental Assessment Act*, certain classes of Environmental Assessments do not require public information sessions; and

Whereas it has been a common practice in the City of Sault Ste. Marie to hold public information sessions even when not required to do so; and

Whereas there is no standard process for giving notice of public information sessions to residents within an area affected by the Environmental Assessment; and

Whereas a standard notice policy would assure council that a regular procedure had been followed across all city departments when undergoing an Environmental Assessment;

Now Therefore Be It Resolved that staff be requested to bring forward a policy as to when public information sessions will be held, what notice will be circulated, and within which time frames those notices will be circulated for Environmental Assessments that do not require a formal public information session, but do require public notice.

8.6

Infrastructure Funding

Mover Councillor C. Gardi

Seconder Councillor M. Shoemaker

Whereas in June 2018 Canada and Ontario signed a Bilateral Agreement for the Investing in Canada Infrastructure Program (ICIP); and

Whereas the ICIP sees \$10.37 billion earmarked for projects in Ontario including funding streams for Public Transit; Green Infrastructure; Community, Cultural and Recreation Infrastructure; and Rural and Northern Communities Infrastructure; and

Whereas the application process for the earmarked funding sees a municipality declare a project as a priority, then provides that declaration to the Province, who reviews the application and, if agreeable to it, recommends the project for funding to the Federal Government which then considers the project and approves or denies the funding; and

Whereas the ICIP requires the Province to open the application process before the Federal government can determine whether to fund a project; and

Whereas the Province has not yet opened the application process for the Community, Cultural and Recreational Infrastructure or Green Infrastructure funding streams; and

Whereas the development of a twin-pad ice rink at the Northern Community Centre is the City's top recreational infrastructure priority; and

Whereas the City of Sault Ste. Marie intends to apply for funding through the Community, Cultural and Recreational Infrastructure stream for the development of the twin-pad ice rink at the Northern Community Centre when the application

process is opened by the Province;

Now Therefore Be It Resolved that the City urges the Province of Ontario to open the Community Cultural and Recreation Infrastructure funding stream under the ICIP for the benefit of municipalities all across Ontario;

Be It Further Resolved that Mayor Christian Provenzano be requested to forward a copy of this resolution to the Premier of Ontario, the Minister of Infrastructure and Sault Ste. Marie MPP Ross Romano.

8.7

Health Unit

Mover Councillor M. Shoemaker

Seconder Councillor C. Gardi

Whereas the Province of Ontario has recently announced a plan to merge various public health agencies across Ontario to reduce the total number of Health Units from 35 down to 10; and

Whereas the Province's proposal would see Algoma Public Health merge with the Sudbury Public Health Unit, the North Bay-Parry Sound Public Health Unit, the Nipissing Health Unit, the Timiskaming and Porcupine Health Unit and the Simcoe Muskoka Public Health Unit; and

Whereas details remain scant about the merger plan; and

Whereas the City of Sault Ste. Marie levies 25% of the Algoma Public Health Unit's annual budget and appoints half of Algoma Public Health's board of directors; and

Whereas the City of Sault Ste. Marie is concerned that a merger of health units may result in a reduction in employment in the City of Sault Ste. Marie, but no corresponding reduction in financial obligation by the City of Sault Ste. Marie to the public health of its citizenry; and

Whereas Algoma Public Health operates out of a new, modern, large, purpose built space on Willow Avenue in the City of Sault Ste. Marie;

Now Therefore Be It Resolved that the City of Sault Ste. Marie express to the Province of Ontario that, unless there is a reduction in the municipality's requirement to fund the public health agencies, it opposes the planned merger of the Health Units across Northern Ontario; and

Be It Further Resolved that should the Province of Ontario move forward with the plan to merge the Health Units in Northern Ontario, the City of Sault Ste. Marie wishes to house the offices of the merged public health unit in the City of Sault Ste. Marie at the Willow Avenue offices that currently house Algoma Public Health.

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 L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date 2019 07 15 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 2019-139 (Subdivision Control) 682 Albert Street West 288 - 290

A report from the City Solicitor is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2019-139 being a by-law to deem not registered for purposes of subdivision control a certain lot in the Murray Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 15th day of July, 2019.

11.1.2 By-law 2019-140 (Subdivision Control) 684 Albert Street West 291 - 293

A report from the City Solicitor is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2019-140 being a by-law to deem not registered for purposes of subdivision control a certain lot in the Murray Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 15th day of July.

11.1.3 By-law 2019-142 (Subdivision Control) 127 Church Street 294 - 296

A report from the City Solicitor is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2019-142 being a By-law to deem not registered for purposes of subdivision control certain lots in the St. Mary's Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 15th day of July, 2019.

11.1.4 By-law 2019-143 (Traffic) Amend Schedule "A" 297 - 298

Council Report was passed by Council resolution on June 17, 2019.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2019-143 being a by-law to amend Schedule "A" of Traffic By-law 77-200 be passed in open Council this 15th day of July, 2019.

11.1.5	By-law 2019-144 (Agreement) 540 Albert Street	299 - 305
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.		
Mover Councillor L. Dufour Seconder Councillor R. Niro Resolved that By-law 2019-144 being a By-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services authorizing the Fourth Lease Extension regarding a portion of 540 Albert Street be passed in open Council this 15th day of July, 2019.		
11.1.6	By-law 2019-145 (Agreement) Central Street Aqueduct Repairs	306 - 308
A report from the Manager of Design and Transportation is on the Agenda.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2019-145 being a by-law to authorize the execution of the Contract between the City and 786222 Ontario Inc. o/a Harold Phillips Haulage for the Central Street Aqueduct repairs (Contract 2019-7E) be passed in open Council this 15th day of July, 2019.		
11.1.7	By-law 2019-146 (Temporary Street Closing) Central Street	309 - 309
A report from the Manager of Design and Transportation is on the Agenda.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2019-146 being a by-law to permit the temporary closing of Central Street between Dyment Street and Bonney Street from July 22, 2019 to October 31, 2019 for the Central Street Aqueduct repairs be passed in open Council this 15th day of July, 2019.		
11.1.8	By-law 2019-147 (Agreement) Mill Market Sault Ste. Marie	310 - 316
A report from the Deputy CAO, Community Development & Enterprise Services is on the Agenda.		
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that By-law 2019-147 being a by-law to authorize the execution of the Agreement between the City and Mill Market Sault Ste. Marie for a lease agreement for the Mill Market be passed in open Council this 15th day of July, 2019.		
11.1.9	By-law 2019-148 (Agreement) Shaw Business Telephone	317 - 327
Council Report was passed by Council resolution on June 17, 2019.		

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that By-law 2019-148 being a By-law to authorize the execution of the Agreement between the City and Shaw Business, a division of Shaw Telecom G.P., Shaw Business U.S., Inc., and/or Shaw Envision Inc. for the provision of a Unified Communication System (Telephony) for use by the City be passed in open Council this 15th day of July, 2019.

- 11.1.10 By-law 2019-149 (Agreement) On-Demand Transit** 328 - 359

Council report was passed by Council resolution on June 17, 2019.

Mover Councillor L. Dufour
Seconder Councillor R. Niro

Resolved that By-law 2019-149 being a By-law to authorize the execution of the Agreement between the City and Via Mobility LLC for the provision of an On-Demand Transit Technology System as required by the Transit Division of Community Development and Enterprise Services be passed in open Council this 15th day of July, 2019.

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

Mover Councillor L. Dufour
Seconder Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss two proposed acquisitions of property; two proposed dispositions of property; two matters concerning litigation or potential litigation; and labour relations or employee negotiations

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.

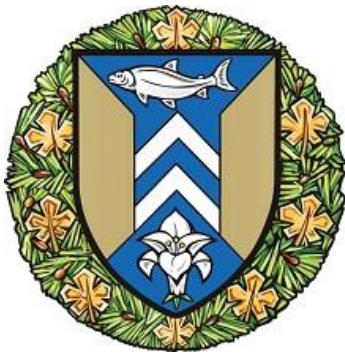
Municipal Act sections 239(2)(c) proposed or pending acquisition or disposition of land; 239(2)(e) litigation or potential litigation; 239(2)(d) labour relations or employee negotiations.

14. Adjournment

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, June 17, 2019

4:30 pm

Council Chambers
Civic Centre

Present: Mayor C. Provenzano, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor P. Christian

Officials: A. Horsman, R. Tyczinski, T. Vair, L. Girardi, P. Johnson, K. Fields, S. Schell, F. Coccimiglio, M. Borowicz-Sibenik, B. Lamming, T. Vecchio, J. Bruzas, S. Turco

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that this Council proceed into closed session to consider an issue regarding labour relations or employee negotiations.

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 section 239(2)(d)

Carried

1. Adoption of Minutes

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of 2019 06 03 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 S. Hollingsworth – Audit and Accountability Fund

Business relationship with KPMG LLP

3.2 Councillor S. Hollingsworth – 2018 Audited Financial Statements

Business relationship with KPMG LLP

3.3 Councillor M. Shoemaker – PUC Inc. and PUC Services Inc. Shareholders Meeting

PUC is a client of law firm

4. Approve Agenda as Presented

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the Agenda for 2019 06 17 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 World Refugee Day

Megan Douglas was in attendance.

5.2 Canadian Multiculturalism Day

Sean Halliday, Research Assistant, Local Immigration Partnership was in attendance.

5.3 The Green Team

Tayte Nowak and members of the Green Team were in attendance.

5.4 PUC Inc.

Andy McPhee, Vice Chair and Rob Brewer, President & CEO were in attendance.

11.1.7 By-law 2019-141 Appointment of CAO

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2019-141 being a by-law to appoint Malcolm White as Chief Administrative Officer of the City of Sault Ste. Marie be passed in open Council this 17th day of June, 2019.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker			X
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	8	0	3

Carried

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

Councillor D. Hilsinger assumed the chair in the absence of Mayor Provenzano.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that all the items listed under date 2019 06 17 – Agenda item 6 – Consent Agenda be approved as recommended save and except Agenda items 6.3, 6.4, 6.8 and 6.9.

Majority	For	Against	Absent	
Mayor C. Provenzano			X	
Councillor P. Christian			X	
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen			X	
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	8	0	3	Carried

6.1 Rotaryfest 2019

Correspondence from Rotary Club Sault Ste. Marie was received by Council.

The relevant By-law 2019-136 is listed under item 11 of the Minutes.

6.2 Algoma Docks Project

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Chief Administrative Officer dated 2019 06 17 regarding an amendment to the FedNor and NOHFC Port of Algoma contribution agreements be approved and that staff seek an extension of the funding agreements with NOHFC and FedNor from June 30, 2019 to December 31, 2019.

Carried

6.5 2019 Reserve and Reserve Fund Policy Update

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 06 17 be received and the following recommendations be approved:

1. The Reserve and Reserve Fund Policy as presented (Appendix A) be approved.
2. The reserve transfers (Appendix B) be approved.

Carried

6.6 RFP – Unified Communication System (Telephony)

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated 2019 06 17 regarding RFP – Unified Communication System (Telephony) be received and that the proposal submitted by Shaw Telecom of Calgary, AB for the provision of a Unified Communication System (Telephony) for use by City be approved for a five-year period commencing in the fall of 2019 and that staff be authorized to provide a Letter of Intent formally authorizing Shaw Telecom to proceed with this project;

Further that staff be authorized to continue the existing Centrex Contract on a month to month basis and cancel it along with the existing megalink contracts when no longer needed.

A by-law authorizing signature of an agreement for this project will appear on a future Council Agenda.

Carried

6.7 RFP – On-Demand Transit Technology System

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated 2019 06 17 regarding RFP – On-Demand Transit Technology System be received and that the proposal submitted by Via Mobility, LLC to undertake the provision of an On-Demand Transit Technology System for use by the Transit Division of

Community Development and Enterprise Services be approved for a one-year Pilot Project with the option to extend for up to three (3) additional years by mutual agreement.

A by-law authorizing signature of an agreement for this project will appear on a future Council Agenda.

Carried

6.10 Tender for Boiler Replacement – RESC Building

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

The relevant By-law 2019-135 is listed under item 11 of the Minutes.

6.11 Tender for One (1) Vacuum Body Jet Rodding Sewer Cleaning Tandem Axle Truck

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated 2019 06 17 be received and the tender for the supply and delivery of One (1) vacuum body jet rodging sewer cleaning tandem axle truck as required by Public Works, be awarded to TMS Truck Centre at their total tendered price of \$541,472.00 plus HST after the trade-in allowance is applied be approved.

Carried

6.12 Beverage Pouring Contract – Updated Legal Entity Name Change

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

The relevant By-law 2019-125 is listed under item 11 of the Minutes.

6.13 St. Marys Paper Office Building – Proposed Amendment of Designating By-Law 83-60

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Recreation and Culture dated 2019 06 17 concerning St. Marys Paper Office Building – Proposed Amendment of Designating By-Law 83-60 be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee to allow the relocation of the wrought iron fire escape to the Machine Shop be approved; further that the 30 day notification period which is required to amend the designating by-law 83-60 begin.

Carried

6.14 Active Transportation Infrastructure Implementation – Update to Traffic By-law 77-200

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Senior Planner dated 2019 06 17 be received and that the Legal Department be directed to bring forward the appropriate by-law amendments at a later date.

Carried

6.15 By-Law Enforcement Officer, Property Standards Inspector

The report of the Chief Building Official was received by Council.

The relevant By-law 2019-137 is listed under item 11 of the Minutes.

6.16 Miscellaneous Paving – Contract 2019-9E

The report of the Manager of the Design and Transportation Engineering was received by Council.

The relevant By-law 2019-138 is listed under item 11 of the Minutes.

6.17 Concrete Curb and Sidewalk Program – 2019

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Public Works dated 2019 06 17 concerning the Public Works 2019 curb and sidewalk program be received as information.

Carried

6.18 White Oak Drive – Parking Prohibitions

The report of the Manager of Traffic and Communications was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved the report of the Manager of Traffic and Communications dated 2019 06 17 concerning White Oak Drive – Parking Prohibitions be received and that the Legal Department be directed to draft the appropriate by-law modifications to By-law 77-200 Schedule-A to be brought back to Council at a later date.

Carried

6.19 Community Art Project – Bruce Street Parking Lot Closure Request

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 06 17 concerning Community Art Project – Bruce Street Parking Lot Closure Request be approved.

Carried

6.3 Audit and Accountability Fund

Councillor S. Hollingsworth declared a conflict on this item. (Business relationship with KPMG LLP)

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

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Chief Administrative Officer dated 2019 06 17 regarding Audit and Accountability Fund be received and that an expression of interest to access the Audit and Accountability Fund be provided to the Province; further that the increased scope of work be single sourced to KPMG LLP to be fully funded through Audit and Accountability Fund.

Amendment:

Moved by: Councillor M. Shoemaker

Seconded by: Councillor M. Scott

Resolved that the words "further that the increased scope of work be single sourced to KPMG LLP to be fully funded through Audit and Accountability Fund" be deleted.

Majority	For	Against	Absent
Mayor C. Provenzano			X
Councillor P. Christian			X
Councillor S. Hollingsworth			
Councillor L. Dufour		X	
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		

Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi		X		
Councillor M. Scott	X			
Results	5	2	3	Carried

Motion as Amended:

Resolved that the report of the Chief Administrative Officer dated 2019 06 17 regarding Audit and Accountability Fund be received and that an expression of interest to access the Audit and Accountability Fund be provided to the Province.

Majority	For	Against	Absent	
Mayor C. Provenzano			X	
Councillor P. Christian			X	
Councillor S. Hollingsworth				
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen			X	
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi		X		
Councillor M. Scott	X			
Results	6	1	3	Carried

6.4 2018 Audited Financial Statements

Councillor S. Hollingsworth declared a conflict on this item. (Business relationship with KPMG LLP)

The report of the Manager of Audits and Capital Planning was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Audits and Capital Planning dated 2019 06 17 concerning 2018 Audited Financial Statements be received and that the audited Consolidated Financial Statements and Trust Fund Statements for 2018 be approved.

Majority	For	Against	Absent
Mayor C. Provenzano			X
Councillor P. Christian			X
Councillor S. Hollingsworth			
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	7	0	3

Carried

6.8 RFP – Professional Services – Asset Management Assessment 2019

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated 2019 06 17 regarding RFP – Professional Services – Asset Management Assessment 2019 be received and the proposal submitted by Morrison Hershfield Ltd. for the Asset Management Assessment 2019 Update for the City of Sault Ste. Marie be approved on a single source basis.

A by-law authorizing signature of an Agreement to perform the Assessment will appear on a future Council Agenda.

Majority	For	Against	Absent	
Mayor C. Provenzano			X	
Councillor P. Christian			X	
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen			X	
Councillor D. Hilsinger	X			
Councillor M. Shoemaker		X		
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott		X		
Results	6	2	3	Carried

6.9 RFQ – Traffic Control Equipment – Bay Street Improvements

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated 2019 06 13 regarding RFQ – Traffic Control Equipment – Bay Street Improvements be received that the supply and delivery of traffic control equipment for installation on Bay Street, at a quoted price of \$154,681.95 plus HST, by Econolite Canada of Markham, ON be approved on a sole source basis.

Majority	For	Against	Absent
Mayor C. Provenzano			X
Councillor P. Christian			X
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		

Councillor L. Vezeau-Allen	X
Councillor D. Hilsinger	X
Councillor M. Shoemaker	X
Councillor M. Bruni	X
Councillor R. Niro	X
Councillor C. Gardi	X
Councillor M. Scott	X
Results	8
	0
	3

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

7.8.1 PUC Inc. and PUC Services Inc. Shareholders Meeting

Mayor Provenzano was in the chair for this item.

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

7.8.1.1 Resolution to Appoint Mayor Provenzano as Proxy

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and

Further Be It Resolved that City Council appoints Mayor Christian Provenzano as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services Inc.

Majority	For	Against	Absent	
Mayor C. Provenzano	X			
Councillor P. Christian			X	
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen			X	
Councillor D. Hilsinger	X			
Councillor M. Shoemaker			X	
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	8	0	3	

Carried

7.8.1.2 PUC Inc. and PUC Services Inc. Shareholder Resolutions

Resolution of the Shareholder of PUC Inc.

Financial Statements

BE IT RESOLVED THAT the financial statements of PUC Inc. (the Corporation) for the fiscal year ended on December 31st, 2018, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

BE IT RESOLVED THAT the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

Election of Directors

BE IT RESOLVED THAT the following persons, each resident Canadians, are hereby elected directors of the corporation, to hold office until the close of the third annual meeting of the shareholder following their election or until their successors have been duly elected or appointed, subject to the provisions of the Corporation's by-laws and the Ontario Business Corporations Act:

Jim Rennie

Carla Fabbro

Elaine Pitcher

Andy McPhee

The undersigned being the sole Shareholder of the Corporation hereby signs each and everyone of the foregoing resolutions pursuant to the provisions of the Ontario Business Corporations Act.

Carried

Resolution of the Shareholder of PUC Services Inc.

Financial Statements

BE IT RESOLVED THAT the financial statements of PUC Services Inc. (the Corporation) for the fiscal year ended on December 31st, 2018, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

BE IT RESOLVED THAT the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

Election of Directors

BE IT RESOLVED THAT the following persons, each resident Canadians, are hereby elected directors of the corporation, to hold office until the close of the third annual meeting of the shareholder following their election or until their successors have been duly elected or appointed, subject to the provisions of the Corporation's by-laws and the Ontario Business Corporations Act:

Jim Rennie

Carla Fabbro

Elaine Pitcher

Andy McPhee

The undersigned being the sole Shareholder of the Corporation hereby signs each and every one of the foregoing resolutions pursuant to the provisions of the Ontario Business Corporations Act.

Carried

7.8.1.3 PUC Financial Statements

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

8.1 Knowledge-Based Industry Recruitment Task Force

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Whereas the collective missions of the Innovation Centre, the Sault Ste. Marie Economic Development Corporation and Future SSM all include attracting new business to our community; and

Whereas the modern workforce is changing in terms of corporations allowing flexible and remote work agreements, especially in knowledge-based industry; and

Whereas findings from a 2017 global survey of over 24,000 workers by Polycom Inc. reported that the vast majority of respondents (98%) agree that an anywhere working approach boosts productivity, as people can choose to work where they are most efficient; and

Whereas the survey also revealed that 62% of the global working population is working flexibly – more than ever before; and

Whereas there are over 400,000 people working in the Technology Industry in Toronto and there are 1,800 technology based companies located in Toronto; and

Whereas growing our business community helps grow a healthy community;

Now Therefore Be It Resolved that the City request that the Innovation Centre, the Sault Ste. Marie Economic Development Corporation and Future SSM set up a task force to develop a targeted recruitment plan to attract and retain remote workers in the knowledge-based industry from the Greater Toronto area to locate to our community.

Majority	For	Against	Absent
Mayor C. Provenzano			X
Councillor P. Christian			X
Councillor S. Hollingsworth		X	
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		

Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	7	1	3	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. Hollingsworth				
Seconded by: Councillor M. Scott				
Resolved that all By-laws under item 11 of the Agenda under date 2019 06 17 be approved.				
Majority	For	Against	Absent	
Mayor C. Provenzano			X	
Councillor P. Christian			X	
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen			X	
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	8	0	3	Carried

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

11.1.1 By-law 2019-115 (Agreement) Bell Mobility (Cell Phones)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2019-115 being a by-law to authorize the execution of the Agreement between the City and Bell Mobility Inc. for a cellular service contract be passed in open Council this 17th day of June, 2019.

Carried

11.1.2 By-law 2019-125 (Agreement) Molson Pouring Rights

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2019-125 being a by-law to authorize the execution of the Agreement between the City and Molson Canada 2005 for the exclusive beer pouring rights for the Essar Centre be passed in open Council this 17th day of June, 2019.

Carried

11.1.3 By-law 2019-135 (Agreement) Boiler Replacement-RESC Building

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2019-135 being a By-law to authorize the execution of the Agreement between the City and R.F. Contracting Inc. for the Boiler Replacement at the RESC Building as required by Fire Services be passed in open Council this 17th day of June, 2019.

Carried

11.1.4 By-law 2019-136 (Licensing) Rotaryfest

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2019-136 being a by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2019 be passed in open Council this 17th day of June, 2019.

Carried

11.1.5 By-law 2019-137 (Appointment) By-law Enforcement Officer/Inspector

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2019-137 being a by-law to appoint Inspectors under the *Building Code Act, 1992* and Municipal Law Enforcement Officers under the *Police Services Act* be passed in open Council this 17th day of June, 2019.

Carried

11.1.6 By-law 2019-138 (Agreement) Miscellaneous Paving Contract 2019-9E

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2019-138 being a by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for supplying all materials, labour and equipment necessary for the resurfacing of Allen's Side Road from Second Line West to Base Line, Queen Street from Lorna Drive to Kerr Drive, Pim Street from Summit Avenue to MacDonald Avenue, Manitou Drive from McNabb Street to Anna Street and Surface Treatment of various locations within the municipality of Sault Ste. Marie (Contract 2019-9E) be passed in open Council this 17th day of June, 2019.

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 S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that this Council proceed into closed session to discuss proposed acquisition of property.

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 section 239(2)(c) proposed or pending acquisition or disposition of land.

Majority	For	Against	Absent
Mayor C. Provenzano			X
Councillor P. Christian			X
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	8	0	3
			Carried

14. Adjournment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that this Council now adjourn.

Majority	For	Against	Absent
Mayor C. Provenzano			X
Councillor P. Christian			X
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		

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Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	8	0	3	Carried

Acting Mayor

Deputy City Clerk

Residents of Willow Ave. and Pine St.
Re: Proposed Cycling Lanes and
Removal of On Street Parking

City of Sault Ste. Marie
Council Meeting
July 15, 2019

SAFETY

- “With their false promise of safety, bike lanes lure the inexperienced onto dangerous roads. Politicians promote bike lanes largely because inexperienced cyclists feel safer on them.there’s a difference between feeling safer and being safer. .”

“Bike lanes make cycling safer in seven percent of car-bike situations but more dangerous in 89 per cent. Not a good ratio.”

Researchers conducted a study in Melbourne, Australia. “On average, cars left 10 inches less room when cyclists were using painted cycle lanes.... Our results demonstrate that a single stripe of white paint does not provide a safe space for people who ride bikes.”

- Master Plan is from 2007
- 12.5 years old
- Willow and Pine have changed with all the changes on Great Northern and the Second Line extension
- Increase in traffic volume, traffic patterns, types of vehicles using the streets
- All the many risk factors
- Announcement of Transit Transfer Terminal at Sault College will bring more busses on the 2 streets.

DATA

The data collected on Willow Ave. and Pine Street is not a true reflection of the reality of these streets today.

- Data was not taken at peak times
- Is years old, therefore redundant
- And, not measured in large busy sections therefore incomplete
- We dispute the number of cyclists reported

CONNECTIVITY

- Streets chosen because they connect to:
- Sault College: Majority of school not in session April to September
- YMCA: How many people travel to the Y via bike coming North from Willow?
- Hub Trail: Can connect via the smaller quieter streets. Hub trail was to connect North of the city.

DEMOGRAPHICS

- Sault Ste. Marie has an aging population
- Majority ranging from 50-79 years of age



CLIMATE



CLIMATE

There will be no cycling lanes in Winter

EMISSIONS

- Not so Green: “Because bike lanes use up road space that used to be used by vehicles, they increase traffic congestion, congestion increases idling, which in turn produces more emissions than the act of cycling saves.”
- “Cars have been squeezed into narrowed spaces that slow traffic to a crawl.

Reasonable Access to Street

- Don't use the street as our personal driveway
- Driveways short and narrow on these streets
- Seniors: Homecare, deliveries, services ie: lawn/snow, family
- Students: multiple vehicles, parents,
- Apartment Dwellers
- Generally homeowners: repairs, deliveries, family visiting

- Reduces our quality of life in our homes
- Isolates homeowners
- Reduces our homevalue
- Parking on grass and boulevards
- Feeling is area is becoming and will become a slum

“Residents on Woodbine (Toronto) can no longer stop right in front of their homes. They need to carry their personal items across the street and/or obtain a special permit for deliveries or moving in and out of their homes.”

CITIES REMOVING BIKE LANES

- In 2015, Edmonton City Council voted to remove bike lanes on busy road to the tune of \$475,000. “We’re for a bike plan, we’re for investing money into some infrastructure. Just not here on the roads where you have cars, mixed in with city buses, mixed in with parents dropping off kids at school then bike lanes in there, it’s just not working for anyone.”
- “The City of Saskatoon has also removed existing bike lanes.”

WHAT WAS SAID

- “This is too busy a street to have cycling lanes.”
- “ Too busy and too much traffic ”
- A Senior: “I can’t drive anymore because I’m too scared to drive my vehicle out of the driveway because there is so much traffic”
- “ I shop over at the mall and go to the Group Health. The traffic on Willow is horrendous any time I’ve gone there. Not a safe place for bicyclists, in fact driving is difficult with so much traffic.”

- “My husband requires homecare, where will they park we have two vehicles where will the nurse park?”
- This area is becoming a slum and will become worse with removal of street parking
- Bike lanes on Pine and Willow will give a false sense of safety for cyclists that are inexperienced/recreational cyclists, in particular young people will think it is okay and safe to ride their bikes on the bike lane because there is a painted line. How safe will young people really be when riding on the Willow and Pine bike lane? Are we willing to take that risk?

WE ASK THAT YOU

- Do not include Willow Avenue and Pine Streets as part of the Cycling Lane Master Plan of 2007. Do not implement cycling lanes on Willow Ave. and Pine Street.
- Do not give inexperienced cyclists the false promise that Willow and Pine will be safe streets to cycle with cycling lanes.
- Do not potentially make Sault citizens part of the growing statistics of injuries and fatalities due to the dangers of cycling lanes.
- Do not remove reasonable access 24/7, 12 months of the year to the street in front of homes of residents of Willow Ave. and Pine Street.

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

June 24, 2019

Honorable Rod Phillips
Minister of Finance
1 Rossland Road W., Suite 209
Ajax, Ontario
L1Z 1Z2

Minister Phillips:

I am writing to congratulate you on your recent appointment as Ontario's Minister of Finance.

The Ministry you lead is critically important to all of Ontario and, as the Ministry responsible for the Ontario Lottery and Gaming Corporation (OLG), vitally important to the community that I represent.

As a former Chief Executive Officer of the OLG, you are aware of the company's impact in and importance to Sault Ste. Marie. We have, as a community, been working hard with OLG leadership to ensure the company is successful and we would like to continue that work with you. Our community has and is modernizing alongside of OLG and we believe we can continue to have a mutually beneficial relationship.

I cannot overstate the importance of the OLG to Sault Ste. Marie, its current economic base and its future and I would appreciate the opportunity to speak directly with you about it as soon as your schedule permits. I expect that at some point during your mandate you will likely visit the offices here and I would welcome the opportunity to meet you when you do so. In the meantime, my office will make an effort to arrange a time convenient to yours for us to speak.

Sincerely,

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

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

June 24, 2019

Honorable Ross Romano
Minister of Training, Colleges and Universities
390 Bay Street, Suite 102
Sault Ste Marie, ON
P6A 1X2

Minister Romano:

On behalf of City Council, I want to extend our sincere congratulations on your recent cabinet appointment as the Minister of Training, Colleges and Universities.

While I appreciate that as a Minister of the Provincial Crown your work will be focused on the best interest of the Province as a whole, I believe your appointment can be positive for our region and our community. I am confident that Northern Ontario will have strong representation with you, Minister Rickford and Minister Fedeli.

I reiterate the message I sent immediately upon your appointment: if there is anything I can do to support you in your role, please let me know. In the meantime I confirm that City Council and I look forward to working with you for the improvement and betterment of our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christian C. Provenzano".

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

**Outstanding Council Resolutions
as at June 30, 2019**

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
4-Feb-13	EDC	International marketplace	EDC			Preliminary study on possible development of an international marketplace on or near the waterfront, in proximity to the downtown core	P. Christian S. Butland
9-Mar-15	EDC	Evolution of Community Development	EDC		To be integrated in the Strategic Planning process	Destiny Sault Ste. Marie to undertake actions identified in March 9, 2015 report to determine viability of True Growth proposal.	M. Shoemaker R. Romano
13-Apr-15	Corporate Services	Board/Committee Appointment Process	M. White	Q3 2019		Report as to feasibility of requiring criminal record checks for persons appointed or nominated to boards and committees.	M. Shoemaker R. Romano
8-Jun-15		Animation Cel Collection				Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.	S. Butland S. Myers
10-Aug-15	CD&ES	Public Art Policy	T. Vair	Q3 2019		Recommend next steps in adopting a public art policy (including graffiti).	S. Butland S. Myers
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q3 2019	Data received from Stats Canada. Analysis underway	Analysis of number of parks	
11-Apr-16	EDC	Province of Ontario "Vacation Villages"	Tourism SSM			Review and report back regarding the potential for Sault Ste. Marie to host a vacation village.	S. Butland P. Christian
26-Sep-16	CD&ES	Parks Usage	T. Vair	Q3 2019	See also 22 March 2016 request for analysis of number of parks. See info above (number of parks)	Survey as to usage of parks	M. Shoemaker S. Butland
26-Sep-16	Legal	Ridesharing Services	K. Fields	Q3 2019	Info report 28 Jan 2019 (status update). Committee to be established	Reviewing current regulations on local taxi-cab and limousine industry, analyzing ridesharing regulations, engaging community and industry stakeholders throughout the process, and reporting back to Council on a plan of action.	J. Huppenen R. Niro
7-Nov-16	CD&ES	Community Pride Initiative	T. Vair	Q3 2019	Report from Future SSM on hiring of STC for new community promotion and branding provided. Outcomes of work expected in Q1 2019	Review and report as to potential structure, activities and costs of a Community Pride Initiative (further to reports of Planning Division and Mayor regarding community development (Nov 7/16)	R. Romano P. Christian

**Outstanding Council Resolutions
as at June 30, 2019**

21-Nov-16	Corporate Services	Employee Innovation Program	M. White	Q3 2019	SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017	F. Fata S. Hollingsworth	
23-Jan-17	Corporate Services	Posting of Expenses to Website	M. White	Q3 2019	Review practicality of posting departmental budgets on website or in any other convenient format as well as staff travel expenses and travel reports and all City credit card statements and report back	M. Shoemaker S. Hollingsworth	
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q3 2019	Future SSM provided updated (10 Dec 18) as to outcomes of Downtown Development Action Team and related downtown development priorities. Will also	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting	P. Christian S. Butland
8-May-17	PW&ES CS&ED	Revenue Generating from Advertising	L. Girardi T. Vair	Q3 2019		Investigate using permanent objects and structures in the City as revenue generating tools.	M. Shoemaker J. Krmpotich
29-May-17	Fire Services	Cost Recovery for Fire Services	P. Johnson	Q3 2019	Report outlining: Ontario cities that have cost-recovery fire services by-laws; what services are charged for in which cities and how much each service is charged out at; analysis of percentage of calls that are chargeable calls vs. non-chargeable calls; revenue broken down by service; any limitations imposed by law on what types of services can be cost-recovered and the amounts that may be charged; estimate of potential revenue the City could expect if it imposes a cost-recovery by-law.	M. Shoemaker P. Christian	
26-Jun-17	CD&ES Legal	Weekend Downtown Street Closures	T. Vair K. Fields	Q3 2019	Future SSM provided update 10 Dec 18 as to outcomes of Downtown Development Action Team and related downtown priorities. Initiative to come forward in 2019.	Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth
26-Jun-17	Corporate Services	Vacant Council Seat	M. White	Q3 2019	To be presented to 2018-2021 Council.	Report with recommended policies and procedures that can be adopted to deal with future Council vacancies	P. Christian M. Shoemaker
21-Aug-17	Legal	No Parking on Saddle Crescent (etc.)		Q3 2019		Report on options to reduce or eliminate occurrences of hospital patrons and/or hospital staff parking on Saddle Crescent and other adjacent/abouting streets.	M. Shoemaker J. Huppenon

**Outstanding Council Resolutions
as at June 30, 2019**

11-Sep-17	Legal	Red Pine Drive	K. Fields	Q3 2019	Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmpotich	
25-Sep-17	Legal	Surplus Municipal Property	K. Fields	Q3 2019	Review and inventory all City-owned property and determine which properties can be declared surplus and listed for sale, and to bring back a proposal to City Council on declaring such land surplus and listing it for sale to the public.	O. Grandinetti S. Butland	
25-Sep-17	PW&ES	Local Improvement Charges for Roads	D. Elliott M. White	Q4 2019	Develop a comprehensive local improvement charges policy that will see local improvements charged in all or most of the road reconstruction projects or in projects that upgrade roads to a higher class of surface.	O. Grandinetti M. Shoemaker	
10-Oct-17		Smart Cities Task Force		ongoing	Task force to develop a compelling Smart Cities initiative	S. Butland M. Shoemaker	
23-Oct-17	CD&ES	There's an App for That	T. Vair	Q3 2019	Future SSM team in collaboration with City IT to examine opportunity to create and fund this app	Develop an app where information on City services can be obtained (maps of heritage properties, recreational facilities, corporate events calendar, etc.)	M. Shoemaker J. Hupponen
11-Dec-17	CD&ES	Downtown Safety Strategy	T. Vair	Q3 2019	Future SSM provided update 10 Dec 18 as to outcomes of Downtown Development Action Team and related downtown priorities.	Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with the Sault Ste. Marie Police Service, the Downtown Association, and other related community groups seeking to increase public safety.)	S. Hollingsworth S. Myers
11-Dec-17	CD&ES	Essar Centre Box Seats	T. Vair	Q3 2019		Bring forward a plan to develop the additional box seats at the Essar Centre and investigate other potential sources of funding.	M. Shoemaker O. Grandinetti
20-Feb-18	Corporate Services	RFP of Group Benefits Brokerage and Underwriting	P. Niro	Q3 2019		Prepare RFP for brokerage and underwriting of the City's group benefits.	M. Shoemaker O. Grandinetti
20-Feb-18	Legal	Payday Lending By-law	K. Fields	Q3 2019		Prepare a by-law requiring pay-day lending institutions to advertise in a prominent manner the cost of borrowing and provide to the borrower credit counselling brochures approved by the City of Sault Ste. Marie	M. Shoemaker S. Butland
5-Mar-18	CD&ES	James Street and Surrounding Area Revitalization Plan	T. Vair	Q3 2019	Initiative underway – to be reported at budget time.	Consult with the Innovation Centre's GIS department to develop James Street and surrounding area revitalization plan	M. Shoemaker O. Grandinetti

**Outstanding Council Resolutions
as at June 30, 2019**

9-Apr-18	CD&ES	Snow Dumps	D.McConnell	Q3 2019	Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible	M. Shoemaker S. Butland
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q3 2019	Research, develop and draft an open data plan and strategy for the municipal corporation	S. Hollingsworth S. Butland
23-Apr-18	CD&ES	Sault Ste. Marie Branded Products	T. Vair	Q2 2019	Will be added to Future SSM report.	Investigate and report on feasibility of selling Sault Ste. Marie-branded products both online and by partnering with local retailers.
14-May-18	PW&ES	Jamestown By-law Enforcement and Property Standards	L. Girardi	Q3 2019		Report as to actions required to ensure compliance of all buildings in the Jamestown area with the property standards by-law.
14-May-18	PW&ES	Great Northern Road Speed Study	D. Elliott	Q4 2019	Report 14 May 2018 but follow up report on effects of changes requested	Report regarding reduction of speed limit on Great Northern Road from 800m north of Third Line to Fifth Line from 80 km/h to 70 km/h and advise if any further action is required to ensure safety.
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	CAO Horsman, T. Vair	Q3 2019		Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates
28-May-18	CD&ES	National Housing Strategy Plan	D. McConnell	Q3 2019	Coordinate with Social Services to determine where new social and community housing can be developed, what resources are available and what role the City can play in ensuring availability of property for development including whether property needs to be acquired or re-zoned	M. Shoemaker O. Grandinetti
11-Jun-18	Legal	Upgrades to Class D Gravel Roads	K. Fields	Q3 2019	Investigate the acquisition of remaining existing class D road private rights-of-way	J. Krmpotich S. Butland
10-Dec-18	CD&ES	Toys for Tickets	T. Vair	Q3 2019	Report on an annual Sault Ste. Marie Toys for Tickets program beginning in November 2019; consult with Christmas Cheer to determine their interest and willingness to participate in such a program.	M. Shoemaker P. Christian
10-Dec-18	CD&ES	Sault Cycling Proposal	T. Vair	Q3 2019	Assess all costs related to Sault Cycling Club proposal for an Active Trail Network connected to Hub Trail Club and report on costs, project feasibility and recommendations as to whether and how to proceed with the project	S. Hollingsworth D. Hilsinger

**Outstanding Council Resolutions
as at June 30, 2019**

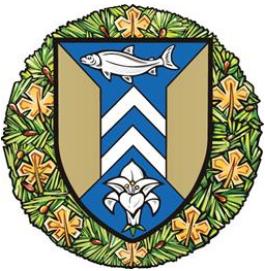
10-Dec-18	Corporate Services	Sault Ste. Marie Voter Engagement Plan	M. White	Q2 2021	Recommendations for 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.	M. Shoemaker D. Hilsinger
10-Dec-18	Finance	MPAC Real Property Assessment	S. Schell		Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.	M. Shoemaker P. Christian
14-Jan-19	CD&ES	Dog Park	T. Vair	Q4 2019	Research the feasibility of creating two additional dog parks, one in the east end (preferably in Bellevue Park) and the other in the west end where dog owners can easily access them, incorporating trends from highly rated dog parks such as Vancouver's.	S. Hollingsworth D. Hilsinger
14-Jan-19	CD&ES	Smart Industrial and Business Park Investment	T. Vair D. Hollingsworth	Q3 2019	Investigate and report to Council by July 2019 regarding creation of a sustainable smart industrial and business park including: best practices, required financial investment, potential location(s) and required infrastructure	S. Hollingsworth P. Christian
14-Jan-19	PW&ES	Surface Flooding	L. Girardi	Q4 2019	Conduct environmental assessment to determine a course of action to address surface flooding issues in the People's Road drainage area.	M. Bruni R. Niro
28-Jan-19	CAO	Immigration Pilot	A. Horsman		Work with the relevant community partners and stakeholders to apply to participate in a national immigration pilot project	M. Shoemaker C. Gardi
28-Jan-19	CD&ES	Transit Single Use Passes – Local Agencies	T. Vair	Q4 2019	Allocate single-ride transit passes to Neighbourhood Resource Centre, The Soup Kitchen, St. Vincent's Place and Pauline's Place to be distributed to senior clients who do not qualify for transit pass support from any other sources for medical appointment access. Agencies to track pass distribution and report back by or before December 1, 2019.	L. Vezea-Allen L. Dufour
4-Mar-19	CD&ES	Immigration Committee	T. Vair	Q3 2019	Local Immigration Partnership to form committee tasked with furthering development of a welcoming community where everyone feels accepted, valued and encouraged to be active contributors by promoting diversity and identifying opportunities to facilitate successful transition of newcomers to the city.	L. Vezea-Allen C. Gardi

**Outstanding Council Resolutions
as at June 30, 2019**

4-Mar-19	CD&ES PW&ES	Active Transportation	D. McConnell D. Elliott	Q3 2019	Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
4-Mar-19	Corporate Services	Public Works Fleet	S. Schell	2020 Budget	Increase public works vehicle reserve \$250,000 in 2020 preliminary budget with a view to providing further increases of \$250,000 in 2021 and 2022 preliminary budgets respectively, pending a Fleet Services Program Review (planned for 2020)	C. Gardi L. Vezeau-Allen
18-Mar-19	CD&ES	Public Input Sessions in Rezoning Application Process	D. McConnell	Q3 2019	Report on feasibility of making public input sessions part of the rezoning application process (with input from local developers).	P. Christian M. Shoemaker
18-Mar-19	CD&ES	Green Laneways	D. McConnell	Q4 2019	Investigate success of green laneways in other Canadian cities and prepare feasibility report on green laneway pilot project for Sault Ste. Marie.	M. Shoemaker L. Dufour
18-Mar-19	Corporate Services	Review of City of Sault Ste. Marie Procurement Policy	T. Gowans	Q3 2019	Review of procurement policy to ensure that one of the criteria considered when procuring goods or services is the environmental impact of said procurement and report back with a recommended policy	M. Shoemaker C. Gardi
18-Mar-19	EDC	Coalition of Algoma Passenger Trains	D. Hollingsworth		Review restoration of Algoma passenger train service presentation and report back to Council.	M. Shoemaker P. Christian
1-Apr-19	CD&ES	Performance Bonds	D. McConnell, F. Pozzebon	Q4 2019	Report on whether it is appropriate and advisable to accept performance bonds in lieu of letters of credit.	M. Shoemaker R. Niro
1-Apr-19	CD&ES	Municipal Autism Strategy	N. Scott	Q1 2020	Strike a sub-committee dedicated to working with community partners to develop a municipal autism strategy to assist families, caregivers and individuals dealing with an autism diagnosis and to create a roadmap for the autism community in shaping the future development of our community	L. Vezeau-Allen C. Gardi

**Outstanding Council Resolutions
as at June 30, 2019**

1-Apr-19	PWES	Disabled Advance Traffic Signals Between 9 p.m. and 6 a.m.	L. Girardi	Q4 2019	Report on the feasibility of disabling advanced traffic signals at all (or mostly all) intersections with advanced signals between 9 p.m. and 6 a.m.	M. Shoemaker M. Scott
15-Apr-19	CD&ES/Finance	Examine Established Neighbourhoods for Future Growth	D. McConnell S. Schell	Q1 2020	Work with Innovation Centre to prepare a report mapping areas of the community that have experienced assessment growth and those that have experienced assessment decline /stagnation over the past two assessment periods so that Council may have that information when considering infrastructure investments and prioritization.	L. Dufour D. Hilsinger
21-May-19	CD&ES	Downtown Trolley	T. Vair	Q4 2019	Study, review, consult and subsequently advise council of the feasibility of implementing a Downtown Trolley	M. Shoemaker P. Christian
3-Jun-19	CD&ES	Fan-Friendly Pricing – GFL Memorial Gardens	T. Vair	Q3 2019	Investigate and report regarding implementation of fan-friendly pricing at GFL Memorial Gardens for the 2019-2020 Soo Greyhound Season. If a fan-friendly menu is implemented, conduct a review after said season to determine the success of fan-friendly pricing.	M. Shoemaker P. Christian
3-Jun-19	PW&ES	Property Standards / Yard Maintenance / Sewer By-law Enforcement	D. Elliott		Lead task force including Councillors Dufour, Niro and Vezeau-Allen, AND representatives from Legal, Public Works, Engineering and Building Division to review property standards, yard maintenance, and sewer use by-laws and drainage agreements; compare with best practices in order to obtain improved and timely compliance, and report back with recommendations.	L. Dufour R. Niro
17-Jun-19	FutureSSM	Knowledge-Based Industry Recruitment Task Force	T. Vair	Q4 2019	Task Force comprised of Innovation Centre, EDC and Future SSM to develop a targeted recruitment plan to attract and retain remote workers in the knowledge-based industry from the Greater Toronto area to locate to our community.	
30-Jun-19						



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Christine Pascall, CPA,CA Manager of Accounting & City Tax Collector
DEPARTMENT: Corporate Services
RE: PROPERTY TAX APPEALS

PURPOSE

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

BACKGROUND

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

ANALYSIS

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

FINANCIAL IMPLICATIONS

There is an annual budget allocation for tax write-offs. The decreased revenue of \$51,143.90 can be accommodated within the existing budget allocation.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Accounting & City Tax Collector dated 2019 07 15 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the *Municipal Act* be approved.

Property Tax Appeals

2019 07 15

Page 2.

Respectfully submitted,



Christine Pascall, CPA, CA
Manager of Accounting and City Tax
Collector
705.759.5276
c.pascall@cityssm.on.ca

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

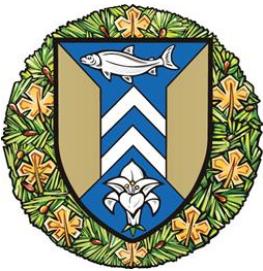
**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS**

DATE: 2019 07 15
PAGE: 1 of 1

PROPERTY ADDRESS		PERSON ASSESSED		TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
2018									
020-017-026	00133 Kohler Street	McLaughlin Sean David	Kameoka Yuhi	RT	(D) (ii)	18-072	284.89		284.89
030-070-009	00438 Great Northern Road	Superior Home Bakery (1983) Inc.		IT	(A)	18-071	-	-	Confirmed
2019									
010-039-036	00004 East Champagne Drive	Taylor James Douglas	Johnson Terry	RT	(D) (ii)	19-001	1,522.71	9.35	1,532.06
010-050-017	00759 Trunk Road	2253885 Ontario Inc.		CT	(D) (i)	19-002	1,383.48	4.32	1,387.80
010-070-032-26	00015 Ruscio Crescent	Corbiere George Clifford	Hurley Meagan Elizabeth	RT	(C)	19-003	568.92	16.04	584.96
020-017-026	00133 Kohler Street	McLaughlin Sean David	Kameoka Yuhi	RT	(D) (ii)	19-004	1,322.40	3.64	1,326.04
020-044-011	00503 Bay Street	1927485 Ontario Ltd.		CT/GT	(D) (i)	19-005	2,058.10	60.79	2,118.89
020-045-009	01009 Queen St. E.	Schryer Raymond Rene	Ambeault Mary Elizabeth	IT	(A)	19-006	555.12		555.12
030-005-006	00239 Northern Ave	Sault Ste. Marie City		IX	(A)	19-007	-	-	Confirmed
030-053-065	00024 Palomino Drive	Pajovi Inc.	Bruni Frank	CT/CU	(D) (i)	19-008	3,523.44		3,523.44
030-070-009	00438 Great Northern Road	Superior Home Bakery (1983) Inc.		IT	(A)	19-009	-	-	Confirmed
030-080-107-06	00000 Black Road	Sault Ste. Marie City		IX	(C)	19-010	1,285.20	34.56	1,319.76
030-092-083-01	00054 Ransome Drive	Fronzi Deanna		CT	(A)	19-011	-	-	Confirmed
030-088-052	00392 Fifth Line East	Sault Ste. Marie City		RT	(C)	19-012	4,156.01		4,156.01
030-092-093	00692 Fourth Line East	Thiessen Erney	Thiessen Jo-Anne Leigh	RT	(D) (i)	19-013	71.10		71.10
040-021-073	00232 Queen St. E.	SK Holdings Sault Ste. Marie Inc.		CT	(D) (i)	19-014	4,036.31	121.23	4,157.54
040-021-074	00224 Queen St. E.	SK Holdings Sault Ste. Marie Inc.		CT	(D) (i)	19-015	5,784.33	165.02	5,949.35
040-021-075	00220 Queen St. E.	House of Comics and Collectibles		CT/RT	(D) (i)	19-016	2,518.02	31.64	2,549.66
040-023-041	00265 Wellington St E	Baraluk Steven	Baraluk Michael	RT	(D) (i)	19-017	-	-	Confirmed
040-031-107-20	00095 Huron Street	2319839 Ontario Inc.		CT	(D) (i)	19-018	-	-	Confirmed
040-034-004	00089 Hudson Street	598096 Ontario Inc.		CT/RT	(D) (ii)	19-019	16,778.10	501.04	17,279.14
040-040-072	00688 Albert Street West	McDonald Allan William		RT	(D) (ii)	19-020	229.40	6.11	235.51
050-003-048	00731 Lennox Avenue	McLeod Mark Daniel		RT	(D) (ii)	19-021	681.58	19.69	701.27
050-080-091	00168 Fourth Line East	St. Amour Gilles Roger		RT	(D) (i)	19-022	428.36	4.63	432.99
050-012-071	00338 Fifth Avenue	Staite Evan Kyle		RT	(D) (ii)	19-023	28.00		28.00
050-070-045-95	00000 Third Line East	Sault Ste. Marie City		RT	(C)	19-024	43.20		43.20
060-001-003-02	00150 Yates Avenue	1753495 Ontario Limited		E/XT	(A)	19-025	-	-	Confirmed
060-001-003-04	00000 Yates Avenue	Premiere Landscaping & Garden		E	(A)	19-026	-	-	Confirmed
060-050-218	00365 Maki Road	Poirier Martin	Iulius Ioana-Gabriela	RT/FT	(D) (i)	19-027	101.50	0.29	101.79
060-070-157	01563 Herkimer Street	Sault Ste. Marie City		RT	(C)	19-028	1,652.79	41.65	1,694.44
060-085-048	00248 Pointe Louise Drive	Avery Jeffrey Arthur		RT	(D) (ii)	19-029	1,110.94		1,110.94

-
- A. CEASES TO BE LIABLE FOR TAX AT RATE IT WAS TAXED
 - B. BECAME VACANT OR EXCESS LAND
 - C. BECAME EXEMPT
 - D. SICKNESS OR EXTREME POVERTY

- DI. RAZED BY FIRE, DEMOLITION OR OTHERWISE
- DII. DAMAGED AND SUBSTANTIALLY UNUSABLE
- E. MOBILE UNIT REMOVED
- F. GROSS OR MANIFEST CLERICAL/FACTUAL ERROR
- G. REPAIRS/RENO'S PREVENTING NORMAL USE (MIN 3 MONTHS)



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Christine Pascall, CPA,CA Manager of Accounting & City Tax Collector
DEPARTMENT: Corporate Services
RE: Registration of Tax Arrears Certificates and Sale

PURPOSE

Staff is seeking Council approval to proceed with the registration of tax arrears certificates and sale in accordance with the *Municipal Act, 2001*.

BACKGROUND

Attached is a listing of properties recommended for the registration of tax arrears certificates and sale.

The steps in the tax sale process are as follows:

1. City Council endorses a resolution for the City Tax Collector to proceed.
2. City Tax Collector mails “Farm Mediation Service” notice to property owner, allowing assessed farmers a 15-day appeal forum.
3. Registration of Tax Arrears Certificate on Title.
4. First Notice to owners and any other person(s) who may have an interest in the property within 60 days of registration.
5. Final Notice to owners and any other person(s) who may have an interest in the property within 280 days of registration.
6. Redemption period expires 365 days from the date of registration.
7. Begin advertising in the Ontario Gazette and the Sault Star following the 365-day redemption period.
8. City Tax Collector conducts Tax Sale.
9. Preparation of Documentation and Registration of Tax Deeds for properties sold at Tax Sale.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

The properties listed represent \$510,303.67 in outstanding tax revenue.

Registration of Tax Arrears Certificates and Sale

2019 07 15

Page 2.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Accounting & City Tax Collector dated 2019 07 15 be accepted and Council authorize the City Tax Collector to commence Tax Sale Proceedings in accordance with the *Municipal Act 2001*.

Respectfully submitted,



Christine Pascall, CPA, CA
Manager of Accounting and City Tax
Collector
705.759.5276
c.pascall@cityssm.on.ca

CITY OF SAULT STE. MARIE - MUNICIPALITY 57-61
LIST OF LANDS LIABLE TO BE SOLD FOR TAX ARREARS AS OF 2019 07 05
IN ACCORDANCE WITH THE MUNICIPAL ACT, 2001
PROPERTIES REGISTERED FOR TAX SALE 2019

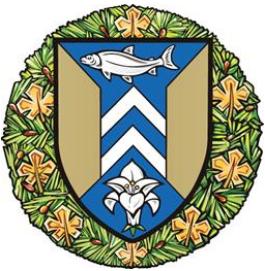
PARCEL NUMBER	ROLL NUMBER/TAX CLASS	PROPERTY DESCRIPTION	TOTAL TAXES OUTSTANDING
1	010037064500000 RT 2,300	00000 SIMON AVE PLAN M298 BLOCK A	207.89
2	010052028000000 RT 198,750	00020 BOWKER ST PLAN H679 LOT 24	9,709.93
3	010057101000000 RT 162,250	00019 MURPHY ST PLAN H694 LOT 4	10,133.46
4	010070032260000 RT 372,000	00015 RUSCIO CRES PLAN 1M575 LOT 25	33,603.72
5	020009023000000 RT 79,000	00052 FERGUSON AVE PLAN H561 LOT 31	4,209.20
6	020036023000000 RT 93,732	00814 WELLINGTON ST E PLAN 777 LOT F PT	31,458.34
7	020036029000000 RT 47,625	00764 WELLINGTON ST E PLAN 2020 LOT 53 LOT 54	3,358.83
8	020038160000000 RT 56,125	00318 ALBERT ST E PLAN 153 LOT 20WPT	3,211.46
9	020042119000000 CT 197,000	00324 QUEEN ST E PLAN 327 LOT 14	35,341.38

10	030046050000000 RT 110,500	00027 BLAKE AVE PLAN 9110 LOT 86	6,855.74
11	030047015000000 RT 224,500	00093 GRANDRIVER CRES PLAN H475 LOT 149	13,847.48
12	030056038040000 CX 38,250	00072 NORTHERN AVE E PLAN H732 RCP LOT 94PT RP 1R7452 PART 1	10,595.07
13	030060012000000 RT 206,750	00051 NIAGARA DR PLAN H543 LOT 31	14,816.09
14	030060078000000 RT 207,750	00118 SUPERIOR DR PLAN H543 LOT 75	12,566.17
15	030085044500000 CX 641,500	01154 GREAT NORTHERN RD RCP H737 PT LOT 31 AND RP 1R5097 PART 3	40,116.75
16	040006046000000 RT 116,000	00529 NORTHLAND RD PLAN 1489 LOT 383 RP 1R5169 PART 13	6,622.97
17	040013042000000 RT 126,750	00399 MORIN ST PLAN 1822 LOT 102	8,193.96
18	040021004000000 CT 5,530 RT 45,220	00124 GORE ST PLAN 4243 LOT 1	3,770.46
19	040021036000000 RT 72,750	00137 ALBERT ST E PLAN 3696 LOT 1PT LOT 2PT	5,133.45
20	040021060000000 CT 153,300 RT 30,200	00123 BRUCE ST PLAN 120 LOT 8	22,418.86

21	040022057000000 RT 99,750	00128 ANDREW ST ST MARY'S PLAN 3599 LOT 10	5,665.80
22	040022059000000 RT 38,500	00124 ANDREW ST PLAN 3599 LOT 12	2,449.03
23	040023002000000 CT 41,625	00019 WELLINGTON ST E PLAN 1219 LOT 5	4,548.20
24	040023094000000 RT 57,875	00154 ALBERT ST E PLAN 414 LOT 14	3,439.84
25	040023158000000 RT 42,000	00013 ABBOTT ST ST MARY'S REGISTRY PLAN 1219 LOT 35	18,033.32
26	040024029000000 CT 65,610 RT 55,890	00149 GORE ST PLAN 4050 LOT 1PT LOT 2PT	48,429.83
27	040025022000000 CT 89,800 RT 87,200	00304 ALBERT ST W PLAN 12983 LOT 21PT LOT 22 LOT 23	21,123.30
28	040026038000000 RT 91,250	00201 JOHN ST PLAN 12983 LOT 71NPT TO LOT 73NPT	75,151.40
29	040040043000000 CT 33,653 RT 91,098	00183 JAMES ST ST MARY'S TOWN PLOT LOT 6PT S/S CATHCART ST	11,855.69
30	050005019000000 RT 126,750	00584 SHERBOURNE ST PLAN 1749 LOT 423	8,947.72
31	050023063200000 RT 18,925	00000 CHESHIRE RD PLAN 7602 LOTS 586 TO 592	1,014.89

32	050024104000000 RT 14,900	00630 BRUNSWICK AVE PLAN 7602 LOT 497 LOT 498	743.75
33	050024105000000 RT 14,900	00634 BRUNSWICK AVE PLAN 7602 LOT 495 LOT 496	867.53
34	050025079430000 RT 125,250	00123 POZZEBON CRES PLAN M341 LOT 46PT PCL 7721 AWS RP 1R3571 PART 1	6,610.41
35	060004105000000 RT 83,750	00845 BONNEY ST PLAN 1598 LOT 167 LOT 168 RP 1R4813 PART 1 CLSD LANE PT	4,769.10
36	060013032000000 RT 137,250	00040 NICHOL AVE PLAN 7234 LOT 57 LOT 56NPT CLOSED LANE PR RP 1R9135	9,953.48
37	060029070000000 RT 10,700	00407 ROWELL AVE PLAN 7882 LOT 24 TO 26	704.19
38	060041061000000 RT 112,250	00038 ALDEN RD PLAN H526 LOT 38E1/2 RP 1R2671 PART 53 PART 54	6,118.97
39	060070176000000 RT 27,925	00068 VICTORIA AVE PLAN 58 LOT 167 LOT 168	1,709.66
40	060070233000000 RT 5,300	00017 ERIE ST PLAN 58 LOT 333 TO LOT 335	1,057.52
41	060070234000000 RT 4,700	00029 ERIE ST PLAN 58 LOT 336 LOT 337	938.83

510,303.67



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J Schell CPA, CA Chief Financial Officer & Treasurer
DEPARTMENT: Corporate Services
RE: 2018 Investment Report

PURPOSE

The purpose of this report is to provide an update to Council on the City's investments.

BACKGROUND

Regulation 438/97 of the Municipal Act, 2001 requires the Treasurer to provide an annual report of investments made by the municipality.

ANALYSIS

The City's historical practice for investing was to maintain balances in cash as the interest rate received was considered equal or better than what could be achieved by investing. Bank interest on the main general account for 2018 was \$1.35 million, approximately a 2.05% return.

The only investment account held was for the Care & Maintenance Trust. The principal of the Trust can never be accessed or used by the City, only the interest can be used for cemetery operations and maintenance. The 2018 investment statement and record of transactions are attached in Schedule 1. The rate of return for 2018 was 2.04%. All investments are consistent with the current investment policy and in accordance with Regulation 438/57.

The City's current investment policy was approved in 2007. There have been changes to Regulation 438/57, which sets out the types of investments a municipality may have. The investment policy is being updated and will be brought to the Finance Committee for their review and recommendation to Council in the latter part of 2019. It is also recommended that the investment strategy move towards a more diversified portfolio that is structured such that investments mature concurrent with future cash demands. This strategy has the potential to increase investment income from the current strategy.

FINANCIAL IMPLICATIONS

The update of the investment policy will address the objectives of the investment program, including the diversification and investment strategy, which has the potential to increase investment income.

2018 Investment Report

2019 07 24

Page 2.

STRATEGIC PLAN / POLICY IMPACT

The update of the investment policy and the investment strategy are directly related to the value Fiscal Responsibility.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer dated 2019 07 15 regarding the 2018 Investment Report be received as information.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca



Wealth Management
Dominion Securities

RBC Dominion Securities Inc.

CANADIAN DOLLAR ACCOUNT STATEMENT

**DEC. 31
2018**

Page 1 of 6

**CITY OF SAULT STE MARIE CARE
AND MAINTENANCE FUND
99 FOSTER DRIVE
SAULT STE MARIE ON P6A 5N1**

ADVISORY TEAM

Investment Advisor(s):

Anthony Pucci
705-759-6826

Team Member(s):

Tina Vernelli
Emily Kinzie
Melissa Harb

Branch Address:

432 Great Northern Road
Suite 300
Sault Ste Marie, On P6B 4Z9
Local: 759-7090
Toll free : 1-800-557-2396

Branch Manager:

Kevin O'Connor
705-523-3098

Your Account Number: [REDACTED]

Date of Last Statement: NOV. 30, 2018

ASSET SUMMARY

	MARKET VALUE AT DEC. 31	PERCENTAGE OF MARKET VALUE
Cash	\$2,972.94	0.07 %
Fixed Income	\$4,061,095.63	99.93 %
Preferred Shares	\$0.00	0.00 %
Common Shares	\$0.00	0.00 %
Mutual Funds **	\$0.00	0.00 %
Foreign Securities	\$0.00	0.00 %
Managed Assets	\$0.00	0.00 %
Other	\$0.00	0.00 %
Total Value	\$4,064,068.57	100.00 %

INCOME SUMMARY

	THIS MONTH	YEAR-TO-DATE
Dividends	\$0.00	\$0.00
Interest	\$6,317.14	\$86,675.58
Other	\$0.00	\$0.00
Total Income	\$6,317.14	\$86,675.58

CASH BALANCE

ACCOUNT TYPE	OPENING BALANCE AT DEC. 01	CLOSING BALANCE AT DEC. 31
Cash	\$0.00	\$2,972.94

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Regulated by
Investment Industry Regulatory
Organization of Canada



Wealth Management
Dominion Securities

RBC Dominion Securities Inc.
CANADIAN DOLLAR
ACCOUNT STATEMENT

DEC. 31
2018

Your Account Number: [REDACTED]

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ASSET REVIEW

(Exchange rate 1USD = 1.3652 CAD as of DEC. 31, 2018)

SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK COST	MARKET VALUE
FIXED INCOME				
TORONTO DOMINION BANK DEP NT DUE 04/02/2019 2.447% AO 02	234,000 234,000	100.083	236,824.32	\$235,606.11 ¹
ONTARIO SAVINGS BOND STEP-UP SER 2014 ANNUAL 1.25%,1.50%,2.00%,2.25%,2.50% DUE 06/21/2019 2.500%	227,400 227,400	100.000	227,606.20	\$230,406.04 ¹
ONTARIO SAVINGS BOND STEP-UP SER 2014 COMPOUND 1.25%,1.50%,2.00%,2.25%,2.50% DUE 06/21/2019 2.500%	500,000 500,000	108.620	500,000.00	\$543,100.00
REGIONAL MUNICIPALITY OF OTTAWA-CARLETON DUE 09/10/2019 6.200% MS 10	137,000 137,000	102.793	170,845.85	\$143,432.79 ¹
CITY OF VANCOUVER SINKING FUND DEBS DUE 12/02/2019 4.900% JD 02	61,000 61,000	102.558	70,723.40	\$62,797.86 ¹
ONTARIO SAVINGS BOND 10YR ANNUAL FIXED SER 2010 DUE 06/21/2020 4.250%	139,500 139,500	102.000	139,500.00	\$145,424.93 ¹
YORK REGIONAL MUNICIPALITY ONTARIO DUE 06/30/2020 4.500% JD 30	132,000 132,000	103.439	147,624.84	\$136,555.75 ¹
CPN PROVINCE OF BRITISH COLUMBIA BOOK ENTRY ONLY DUE 08/23/2020 YTM AT PURCHASE DATE 4.480%	219,344 219,344	96.353	138,778.94	\$211,344.52
BANK OF NOVA SCOTIA GIC - ANNUAL DUE 11/03/2020 1.750%	96,000 96,000	100.000	96,000.00	\$96,266.96 ¹
ROYAL BANK OF CANADA GIC - ANNUAL DUE 06/22/2021 2.500%	250,000 250,000	100.000	250,000.00	\$253,287.67 ¹
ROYAL BANK OF CANADA GIC - ANNUAL COMPOUND DUE 06/28/2021 1.700%	378,687 378,687	102.586	378,687.00	\$388,483.25
CITY OF TORONTO DUE 07/26/2021 6.800% JJ 26	90,000 90,000	110.939	113,981.36	\$102,494.31 ¹
BANK OF MONTREAL GIC - ANNUAL DUE 11/01/2021 1.850%	96,000 96,000	100.000	96,000.00	\$96,296.81 ¹

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Wealth Management
Dominion Securities

RBC Dominion Securities Inc.
CANADIAN DOLLAR
ACCOUNT STATEMENT

DEC. 31
2018

Your Account Number: [REDACTED]

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ASSET REVIEW

(Exchange rate 1USD = 1.3652 CAD as of DEC. 31, 2018)

SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK COST	MARKET VALUE
BANK OF MONTREAL	56,000	100.000	56,000.00	\$56,765.90 ¹
GIC - ANNUAL	56,000			
DUE 06/22/2022 2.600%				
LAURENTIAN BANK	97,000	100.000	97,000.00	\$98,479.71 ¹
GIC - ANNUAL	97,000			
DUE 06/22/2022 2.900%				
LBC TRUST	97,000	100.000	97,000.00	\$98,479.71 ¹
GIC - ANNUAL	97,000			
DUE 06/22/2022 2.900%				
RBC MORTGAGE CORP	564,719	102.816	564,719.00	\$580,622.62
GIC - ANNUAL COMPOUND	564,719			
DUE 06/27/2022 1.850%				
PROVINCE OF ONTARIO	85,000	106.026	96,330.50	\$90,413.29 ¹
4.3% SEMIANNL PACKAGE	85,000			
DUE 12/02/2022 4.300% JD 02				
MANULIFE BANK CDA	97,000	100.000	97,000.00	\$98,530.74 ¹
GIC - ANNUAL	97,000			
DUE 06/22/2023 3.000%				
MANULIFE TRUST CO.	97,000	100.000	97,000.00	\$98,530.74 ¹
GIC - ANNUAL	97,000			
DUE 06/22/2023 3.000%				
RBC MORTGAGE CORP	61,192	100.000	61,192.00	\$62,063.36 ¹
GIC - ANNUAL	61,192			
DUE 06/26/2023 2.750%				
BANK OF NOVA SCOTIA	231,182	100.229	231,182.00	\$231,712.56
GIC - ANNUAL COMPOUND	231,182			
DUE 12/06/2023 3.350%				
Total Value of Fixed Income			3,963,995.41	\$4,061,095.63
Total Value of All Securities			3,963,995.41	\$4,061,095.63

ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
DEC. 03	INTEREST	Opening Balance (DEC. 01, 2018) RBC INVESTMENT SAVINGS				\$0.00
		ACCOUNT SR A (2010)	2.295			
		AS OF 11/30/18				
		REINVEST @ \$10.00				

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Wealth Management
Dominion Securities

RBC Dominion Securities Inc.

CANADIAN DOLLAR

ACCOUNT STATEMENT

DEC. 31
2018

Your Account Number: [REDACTED]

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ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
DEC. 03	INTEREST	CITY OF VANCOUVER SINKING FUND DEBS DUE 12/02/2019 INT 4.900% REG INT ON 61000 BND REC 11/30/18 PAY 12/02/18		4.90		1,494.50
DEC. 03	REDEEMED	CPN PROVINCE OF ONTARIO BOOK ENTRY ONLY DUE 12/02/2018 DUE 12/02/18 REDEMPTION AT PAR 68323ZUG2060	211,215-			211,215.00
DEC. 03	INTEREST	PROVINCE OF ONTARIO 4.3% SEMIANNL PACKAGE DUE 12/02/2022 INT 4.300% REG INT ON 85000 BND REC 11/30/18 PAY 12/02/18		4.30		1,827.50
DEC. 06	BOUGHT	BANK OF NOVA SCOTIA GIC - ANNUAL COMPOUND DUE 12/06/2023 03.350% MATURITY VALUE \$272,587.80 #181205-B10FB3	231,182	100.00	231,182.00	
DEC. 07	INTEREST	RBC INVESTMENT SAVINGS ACCOUNT SR A (2010) AS OF 12/06/18 REINVEST @ \$10.00	0.219			
DEC. 07	SOLD	RBC INVESTMENT SAVINGS ACCOUNT SR A (2010) UNSOL. AS OF 12/06/18	1,664.794-	10.00		16,647.94
DEC. 21	REDEEMED	ONTARIO SAVINGS BOND STEP-UP COMPOUND INT SER 2013 DUE 06/21/2018 INT 2.250% 2.250 DUE 06/21/18 AS OF 06/21/18 ADJ REVERSAL MATURITY PAYMENT 68323ABU7060	362,300		395,118.46	

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Wealth Management
Dominion Securities

RBC Dominion Securities Inc.
CANADIAN DOLLAR
ACCOUNT STATEMENT

DEC. 31
2018

Your Account Number: [REDACTED]

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ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
DEC. 21	ADJUST	ONTARIO SAVINGS BOND STEP-UP COMPOUND INT SER 2013 DUE 06/21/2018 INT 2.250% 2.250 DUE 06/21/18 AS OF 06/21/18 ADJ REVERSAL ENTRY	362,300-			395,118.46
DEC. 31	INTEREST	YORK REGIONAL MUNICIPALITY ONTARIO DUE 06/30/2020 INT 4.500% REG INT ON 132000 BND REC 12/28/18 PAY 12/31/18		4.50		2,970.00
		Closing Balance (DEC. 31, 2018)				\$2,972.94

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Wealth Management
Dominion Securities

RBC Dominion Securities Inc.

**CANADIAN DOLLAR
ACCOUNT STATEMENT**

**DEC. 31
2018**

Your Account Number: [REDACTED]

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Head Office Address:
RBC Dominion Securities Inc.
P.O. BOX 50
Royal Bank Plaza
Toronto, Ontario
Canada M5J 2W7
GST/HST Registration # 889767471

If you have a service request or a question about your statement or a service charge, please phone your Investment Advisor at the phone number listed on the front of this statement. Unresolved problems or complaints should be forwarded in writing to:

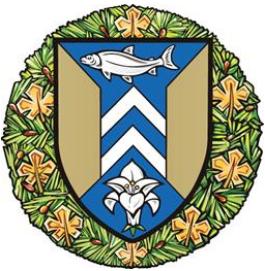
RBC DOMINION SECURITIES
Compliance Department
P.O. BOX 50, Royal Bank Plaza
Toronto, Ontario
M5J 2W7

Telephone: (416) 363-1019
Internet: www.rbcds.com
QST Registration # 889767471

- We may make recommendations and facilitate trades in securities of related issuers and connected issuers of the firm in your account. For a list of such related issuers and connected issuers, refer to the following website: www.rbc.com/issuers-disclosures or contact your Investment Advisor.
- If you have a managed account, additional information regarding trades processed through your account is available upon request.
- Please be advised that if you have set-up a pre-authorized mutual fund purchase plan ("PAC Plan") to purchase one or more mutual funds, you will not receive a copy of the respective Fund Facts for subsequent purchases of the applicable Fund under the PAC. You may at any time request to receive, at no cost, the most recently filed Fund Facts by contacting your Investment Advisor or by sending a secure message through the online investing site's Message Centre or by calling or writing to us at the coordinates provided on this page. The most recently filed Fund Facts may also be found by visiting either www.sedar.com or the website of the applicable Mutual Fund Manager.
- In certain cases in relation to securities in your portfolio, the current market value for the security is not available and/or no market currently exists for the security. In such cases, we may provide no market value or provide a market value based on either the last available market value/net asset value for the security, the book cost for the security or a value determined by receivership or other legal proceedings, as applicable. Such market values may not reflect the current value of the security. Market prices and book costs shown are obtained from sources that we believe are reliable but we do not guarantee their accuracy.
- In cases where securities in your portfolio display a Market Price of 'UNPRICED', the current market value is not determinable.
- Segregated Funds are contracts of life insurance and are not securities. All insurance products are offered through RBC Wealth Management Financial Services Inc. by licensed insurance representatives, except in Quebec, where insurance products are offered by licensed Financial Security Advisors.
- Unless otherwise advised, the Book Cost means: In the case of a long security position, the total amount paid for the security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital and corporate actions; or In the case of a short security position, the total amount received for the security, net of any transaction charges related to the sale, adjusted for any distributions (other than dividends), returns of capital and corporate actions. Where a book cost is not available on a security position; market value will be used to calculate the book cost.
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- A copy of our most recent financial statements, a list of directors and senior officers and information about commissions, fees and administrative proceedings that may relate to RBC Dominion Securities or to its employees are available to you upon written request directed to our Head Office address listed above.
- Customers accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of the coverage is available upon request.
- Please contact your local branch or the Head Office address listed above for a copy of the brochure.
- All income reported in the "Income Summary" of your account statement is for information purposes only and should not be used for tax reporting purposes. Where applicable, any income that is taxable will be reported on the appropriate tax slips.
- We act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our spread-based revenues for performing this function. Spread means the difference between the rate we obtain and the rate you receive.
- Please note the following security description abbreviations may appear on your statement : NON VTG for non-voting shares; RES VTG for restricted voting shares; SUB VTG for subordinate voting shares; DSC for securities which may be subject to a deferred sales charge; LL, LL2, LL3 or LL4 for securities which may be subject to a low load deferred sales charge.
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FOOTNOTES

- * - Indicates fully paid for securities registered in your name and held by us on your behalf.
- # - Part or all of the Book Cost on this security position has been provided by a source other than RBC Dominion Securities. As such, RBC Dominion Securities is not responsible for the completeness or accuracy of the information provided.
- 1 - Includes accrued interest.
- 2 - Part of or all of the Book Cost on this security position is unknown resulting in the use of market value. The market value applied was September 30, 2015 or later, depending on the transaction activity for this security position. Please contact your Investment Advisor to update the statement records.
- 3 - The Book Cost of this security is temporarily unavailable due to a pending corporate action event. Please contact your Investment Advisor for additional information.
- 4 - Market value of non-prospectus qualified investment funds (each a "Fund"), disclosed on this statement, is calculated by the fund manager in arrears and may not reflect the actual net asset value from the previous calendar quarter. This market value is an estimate and excludes any unrealized gain / loss on the underlying positions of the Funds for the current calendar quarter.
- 5 - The Book Cost of this security cannot be determined. Please contact your Investment Advisor for additional information.
- ** - Segregated Funds are included in the Total Value of Mutual Funds.
- *** - Converted U.S. dollar contributions or withdrawals are included in your plan summary.
- 4 - This security may be subject to a deferred sales charge at the time that it is sold.
- 5 - There is no active market for this security so its market value has been estimated.



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Tim Gowans, Manager of Purchasing
DEPARTMENT: Finance Department
RE: Tender for One (1) Articulated Wheel Loader

PURPOSE

Attached hereto for Council's information and consideration is a summary of the tenders received for the supply and delivery of One (1) Articulated Wheel Loader as required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on the City's bidders list. A public opening of the tenders was held June 11, 2019 with the Corporate Communications Officer in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Manager of Equipment & Building Maintenance – Public Works, and the low tendered price, meeting specifications, has been identified on the attached summary.

FINANCIAL IMPLICATIONS

The low tendered price, meeting specifications, for this equipment is \$195,175.68 including non-rebatable HST; after the trade-in allowance is applied.

The Council approved 2019 Capital Budget for Public Works Equipment of \$1,134,650.00 included acquisition of this equipment.

STRATEGIC PLAN / POLICY IMPACT

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

One (1) Articulated Wheel Loader

2019 07 15

Page 2

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 07 15 be received and the recommendation that the tender for the supply and delivery of One (1) Articulated Wheel Loader as required by Public Works, be awarded to Strongco Limited Partnership at their total tendered price of \$191,800.00 plus HST after the trade-in allowance is applied, be approved.

Respectfully submitted,



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

FINANCE DEPARTMENT
PURCHASING DIVISION
2019 PWT Equipment Allocation: \$1,134,650

Received: June 11, 2019
File: 2019PWE-PWT-20-T (2)

SUMMARY OF TENDERS
ONE (1) ARTICULATED WHEEL LOADER

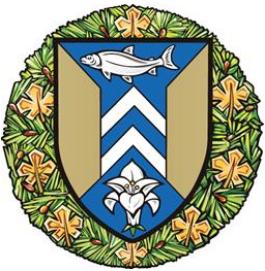
<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Local Service</u> <u>(2 hr. response)</u>	<u>Total Tendered Price</u> <u>after Trade-In Allowance</u> <u>(HST extra)</u>	<u>Remarks</u>
Hood Equipment Canada Rosslyn, ON	2019 Hyundai HL940TM	TBD	3 years/3000 hrs	Yes	\$166,900.00	Does not meet specifications
Miller Technology North Bay, ON	2019 JCB 427HT	90 w/days	3 years/3000 hrs	No	\$198,950.00	Does not meet specifications
Nortrax Canada Inc. Lively, ON	2019 John Deere 524L TC	60-100 w/days	1 year	Yes	\$215,350.00	Meets specifications
ReadyQuip Sales and Service Ltd. Timmins, ON	2019 JCB 427HT	95 w/days	3 years/3000 hrs	No	\$243,478.79	Does not meet specifications
STRONGCO Limited Partnership Mississauga, ON	2019 Volvo L60H	120-150 w/days	1 year/2500 hrs	Yes	\$191,800.00	Meets specifications
Toromont CAT Sault Ste. Marie, ON	2019 CAT 926 M	14 w/days	1 year	Yes	\$216,294.00	Meets specifications

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

The total cost to the City will be \$195,175.68, after trade-in allowance including the non-rebatable portion of the HST.

It is my recommendation that the tendered price, submitted by STRONGCO Limited Partnership, be accepted.

Tim Gowans
Manager of Purchasing



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J. Schell, CPA CA Chief Financial Officer & Treasurer
DEPARTMENT: Corporate Services
RE: Economic Development Fund Project Cancellations

PURPOSE

The purpose of this report is to seek Council approval to cancel Economic Development Fund (EDF) projects where funds have not been utilized.

BACKGROUND

The EDF was created to support job creation, support the increase of new tax assessment through investments and to support economic development projects. An annual funding of \$500,000 is provided in the operating budget to support the projects. City Council approves all projects being funded through the EDF.

ANALYSIS

The EDF has provided funding for a multitude economic development projects since its inception, many of which have leveraged City funding with other sources to increase outcomes. Not all projects reach fruition and thus funding should be uncommitted to allow for current priorities. The following projects, totaling \$264,500, are recommended for cancellation and the associated funding uncommitted:

Web Portal (approved 2007 03 12) \$20,000: These funds were to be used to support the sustainability of the operation of an immigration web portal for the City of Sault Ste. Marie in the 3rd and 4th year of operation. Additional funding was received from the Ministry of Citizenship and Immigration for the project so the request was not required.

New Airport Carrier (approved 2007 05 14) \$29,500: Funds were requested by the EDC to offer an airline incentive funding for 3 years. The project timeline has expired and funds were not utilized.

Canal District Development (approved 2014 12 15) \$60,000: Contributing partners to this development application are no longer associated with the property development. The project plan was to be completed by February, 2015 and Communications Strategy by March, 2016. Deadlines were not achieved. Project as described in the application did not proceed. New applications would be required to commit the funds to an alternative project for this site.

Economic Development Fund Project Cancellations

2019 07 15

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Sustainable Growth & Development Stewardship Strategy (approved 2014 12 15)

\$50,000: EDC was the applicant and project lead to “enable design and development of strategic planning process for undertaking in consultation and advice from leadership of those organizations identified as key community stakeholders.” Timelines included consultation to be completed by April, 2015 and a report to Council with recommendations and action plan May, 2015. No reporting occurred and appears that project funding leverage with other agencies did not materialize.

Italy Trade Mission (approved 2010 05 10) \$25,000: The trade mission planned for September 18-30, 2010 did not occur. Mission was to include 18 delegation participants with funding to be used towards costs such as business to business matchmaking services and collateral/marketing/promotional material.

Conference and Special Events Budget Enhancement (approved 2010 09 13) \$80,000:

Request was made by the City’s Conference and Special Events Committee and Tourism SSM to enhance the ability to compete with other major centres until the 2011 budget request would be reviewed (budget remained at \$20,000). Funds were not utilized. On 2016 05 13 Council approved re-allocating the funds for the 2018 Ontario Winter Games bid. The bid was not successful.

FINANCIAL IMPLICATIONS

Cancellation of projects where approved funding was not utilized will provide an additional \$264,500 to assist with current EDF priorities.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the strategic plan.

RECOMMENDATION

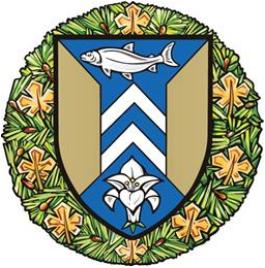
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 07 15 regarding the cancellation of various Economic Development Fund (EDF) projects be received and that the recommended projects be cancelled with uncommitted funds to be used towards current EDF priorities.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

July 15, 2019

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: SSMEDC Economic Development Fund Request

PURPOSE

The purpose of this report is to seek Council's approval for a request of the Economic Development Fund (EDF) from the Sault Ste. Marie Economic Development Corporation (SSMEDC) for the Northern Ontario Exports Program.

BACKGROUND

The SSMEDC is requesting \$26,000 over 3 years to partner with the Ontario North Economic Development Corporation (ONEDC) to assist in the delivery of Phase 4 of the Northern Ontario Exports Program (NOE Program).

The ONEDC Board of Directors is made up of representatives from each of the five EDCs in the large urban Northern Ontario centres: The City of Greater Sudbury, City of Timmins, City of North Bay, the City of Thunder Bay, and the City of Sault Ste. Marie. ONEDC's mandate is to create, promote, and implement economic development partnership between these cities and other regional organizations in Northern Ontario.

The NOE Program is designed to take advantage of global opportunities and to 'kick open the doors' to new markets for the innovative products and services that Northern Ontario small and medium-sized companies have to offer.

To date, the NOE Program has engaged 101 companies who have completed the Strategic Export Marketing Program (SEMP) with one of two seasoned international advisors. At the same time, more than 120 companies have been approved for funding through the Export Marketing Assistance (EMA) program (300+ applications in total) in order to support export marketing/sales activities.

Some of the NOE Program objectives include:

- 1) Advanced and customized training to address ongoing export development challenges and gaps for existing export ready companies;
- 2) Provide dedicated training and development opportunities for small-to-medium enterprises (SMEs) outside the mining supply and services sector with export potential;
- 3) Provide a Northern Ontario framework for expanding upon existing collaborative export development efforts already in place with a variety of partners including EDC, Global Affairs, MNDM, MIT, etc.;
- 4) Value-Added Export Development Training including a target of five specialized workshops, four export themed seminars, and four Northern Ontario Exports Forums;
- 5) MinExpo 2020 Trade Show and Mission including participation for minimum 14 companies and a Northern Ontario Reception;

The City of Greater Sudbury, City of Timmins, City of North Bay and City of Thunder Bay have all approved their total contribution of \$26,000 over three years. ONEDC has applied to both NOHFC and FedNor for funding support, and are working through final internal due-diligence processes. A decision and announcement from each is expected in the near future.

Phase 4 of the NOE Program will continue to be administered by the Greater Sudbury EDC, with proposed start date of April 2019 and end date of March 2022. Phase 4 will support two new FTE positions in addition to the existing two.

ANALYSIS

The overarching goal of Phase 4 of the NOE Program is to create opportunity for private sector firms engaged in the program, allowing them to grow, diversify and increase their revenues which in turn will lead to potential expansion of business, positions in production, sales/marketing, management and more.

Additionally, companies with an innovative product or service can excel at the international level. As a Pan-Northern program, working with companies in smaller municipalities can result in quite dramatic opportunities to create jobs and positively impact these communities and Northern Ontario as a whole.

Appendix A includes the EDF application with project objectives, detailed project description, performance targets and budget, as well as a resolution from the SSMEDC Board of Directors to submit this request to the EDF.

SSMEDC EDF Contribution Agreement

2019 07 15

Page 3.

The project scale and scope merit support from the EDF and provide a unique opportunity for Sault Ste. Marie and Northern Ontario companies to expand their markets.

FINANCIAL IMPLICATIONS

The current uncommitted balance of the 2019 EDF fund is \$310,300.78.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships – Maximize Economic Development and Investment: We foster an environment where economic development dollars are maximized so that existing and new business can flourish.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2019 07 15 concerning the EDF application from the Sault Ste. Marie Economic Development Corporation for the Northern Ontario Exports program be approved in the amount of \$8,666 for the years 2019, 2020, and 2021 respectively for a total of \$26,000 over three years.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development & 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

Bill Freiburger– Secretary/Treasurer

Sheila Purvis

Pramod Shukla

Kevin Wyer

Steven McCoy

Joseph Bisceglia

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 your one-stop shop for: what you need to start or expand your business, finding out about Sault Ste. Marie's economic development plans, strengths and priorities. Business SSM, a division of the SSMEDC 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.

For this project, the City of Greater Sudbury will be serving as the lead to the Phase 4 Northern Ontario Export project on behalf of the Ontario's North Economic Development Corporation (ONEDC). Also as an incorporated not-for-profit, ONEDC is able to enter into

ECONOMIC DEVELOPMENT FUND (EDF) APPLICATION

partnership agreements with provincial and federal governments 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 City of Sault Ste. Marie.

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 Phases 1-3 and focus on supporting supply chain development with northern Ontario firms for the mining and other related sectors including steel and fabrication. As with past program delivery initiatives, ONEDC will appoint a project committee who will work with the lead ONEDC community to oversee the project. All ONEDC partner organizations have extensive project management experience and as mentioned, City of Greater Sudbury has been identified as the lead ONEDC community for Phase 4 of this project as they were the lead for the first 3 phases.

The ONEDC partners which include the City of Greater Sudbury, City of Timmins, City of North Bay and City of Thunder Bay have approved their total contribution of \$26,000 over 3 years for the Phase 4 Northern Ontario Exports Program. The SSMEDC requesting a total contribution of \$26,000 from the EDF to be a partner in 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

John Febraro, MBA – Director Business Development - SSMEDC
705-759-2546

4.1.6. Contributing partners

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

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

4.2. Project Information

4.2.1. Project description

The Northern Ontario Exports Program (formerly the Mining Supply and Services Export Assistance Program) is designed to take advantage of global opportunities and to 'kick open the doors' to new markets for the innovative products and services that Northern Ontario small and medium-sized companies have to offer. To date, the NOE Program has engaged 101 companies who have completed the Strategic 'One-on-One' Export Marketing Program (SEMP) with one of two seasoned international advisors. At the same time, more than 120 companies have been approved for funding through the Export Marketing Assistance (EMA) program (300+ applications in total) in order to support export marketing/sales activities.

As per the attached Phase 4 Outline and Budget, a 36 month Phase 4 offering of the Northern Ontario Exports Program will offer the following menu of services to companies:

- 1) Customized Export Development Training (CEDT) Program for a minimum of 30 companies. This program is designed to assist companies previously engaged in the SEMP Program further advance their export development as well as provide an opportunity for new companies, with some previous level of export competency, address gaps in training related to their export performance.
- 2) SEMP Plus and Marketing/Sales Gap Analysis Consultations for minimum 15 and 30 companies consecutively serving as a stand alone offering or as a feeder to the CEDT program for new companies. These consultations and CEDT will be offered to both MSS and non-MSS companies.
- 3) Export Marketing Assistance program for MSS companies (target 50), non-MSS (20), and non-profits/associations (10+) who support private sector export development.
- 4) Value-Added Export Development Training including a target of 5 specialized workshops, 4 export themed seminars, and 4 Northern Ontario Exports Forums (3 MSS and 1 non-MSS).
- 5) MinExpo 2020 Trade Show and Mission including participation for minimum 14 companies and a Northern Ontario Reception.

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

6) In-Market Intelligence services including database research, 4 incoming missions, 4 outgoing missions, proposed Nevada in-market rep. program, and northernontarioexports.com website

An ancillary benefit of the NOE Program is its ability to integrate with other government programs (e.g. FedNor), introduce and engage other federal government services such as EDC and GAC, and support mining cluster and other sector development initiatives.

4.2.2. Objectives

- Provide advanced and customized training to address ongoing export development challenges and gaps for existing export ready companies including, but not limited to, the more than 100+ SMEs who have completed the SEMP program
- Provide dedicated training and development opportunities for SMEs outside of the mining supply and services sector with export potential
- Provide a Northern Ontario framework for expanding upon existing collaborative export development efforts already in place with a variety of partners including EDC, Global Affairs, MNDM, MIT, Magnet Export, MSTA Canada and SAMSSA
- Encourage private sector investment in support of specific export marketing and business development initiatives through the Export Marketing Assistance program
- Support and advance Northern Ontario Mining Cluster initiatives and global recognition
- NOE Phase 4 will be a 36 month program, proposed start date April 2019 and end date March 2022
- NOE Phase 4 will include delivery of a Northern Ontario Pavilion and Reception at Minexpo 2020
- NOE Program Manager and Coordinator will also support Northern Ontario Mining Cluster development initiatives including those lead by SAMSSA
- NOE Phase 4 will directly support two FTEs including a competition for a new Program Manager and Coordinator with mentoring support from the existing Program Manager (two FTEs created)
- Application includes 4 incoming and 4 outgoing trade missions (some are expected to be in collaboration with SAMSSA but opportunity for others to participate)

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

NOE Phase 4 to be delivered on behalf of ONEDC by the City of Greater Sudbury. CGS support includes estimated in-kind contribution of \$50,000 as demonstrated for Phase 3 plus mentoring support by existing Program Manager. Additional In-Kind costs incurred by ONEDC partners to be determined.

1) Export Marketing Assistance Program (Budget - \$1,100,000)

- Support a minimum of 50 Northern Ontario SMEs from the MSS sector
- Support of minimum of 20 Northern Ontario SMEs from outside the MSS sector
- Two rounds based on 2019 and 2020 calendar years, one application per company per year
- EMA conditional contribution support must be pre-approved and based on the following:
 - i. Up to \$10,000, and no more than 50%, for projects up \$50,000
 - ii. Up to \$20,000, and no more than 40%, for projects \$50,000 - \$100,000
 - iii. Up to \$30,000, and no more than 30%, for projects over \$100,000
 - iv. Proposed maximum support per company during the three year period is \$30,000
- Minimum \$200k dedicated to new companies outside of MSS sector
- Minimum \$200k dedicated to support up to 20 non-profits/associations who support private sector export development
- Minimum \$1,100,000 company leverage based on upfront company spending of at least \$2,200,000 (historically this leverage has been much higher including to date for Phase 3 of EMA – total company upfront spend of \$2.1M with payment to companies of \$749k to date)
- All applications must support **NEW** export marketing/business development efforts
- More details tbd upon acceptance of a revised EMA process as approved by ONEDC, FedNor and NOHFC

2) Customized Export Development Training (CEDT) Program (Budget - \$600,000)

- Expanding upon current CST program - companies can be pre-approved to access 70% of the cost of projects up to \$30,000 in support of advanced export training and development initiatives (this compares to 80% towards projects of up to \$15,000 in Phase 3)
- Approved experts will be paid up to \$30,000 directly from the program and companies will be invoiced 30% of the final cost plus HST (note –

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

- companies hiring consultants for more than the pre-approved amount will be captured as leverage)
- Program is for companies who have completed the SEMP program with exceptions for companies who can demonstrate previous export strategy development and/or export competency
 - Companies will be encouraged to conduct the one-day sales gap analysis exercise in advance with exceptions at the discretion of the ONEDC Evaluation Committee
 - Program does not support marketing initiatives but will support items like sales training, export strategy development, capacity and productivity improvements (e.g. lean or six sigma), and others that relate directly to export growth and development as approved by the ONEDC Evaluation Committee
 - Budget \$600,000 serving a minimum of 30 companies (assuming a rough estimate 20 x \$15k and another 10 x \$30k)
 - \$180,000 of company contributions as fees, companies responsible for meeting costs

3) SEMP Plus and Marketing /Sales Gap Analysis Consultations (Budget - \$171,000)

- Two, off the shelf programs designed to offer companies quick access to existing export consultants Jon Baird or Mel Sauve
- SEMP Plus is a one or two day engagement for companies who have previously completed the SEMP Program and who wish to update or expand their Export Strategy
- Marketing/Sales Gap Analysis is a one day program for companies looking to effectively identify areas of improvement in their marketing and sales processes that may lead to subsequent EMA and/or CEDT program participation
- Intake process will be the same, and for some companies, in conjunction with a broader CEDT application (for budget purposes, CEDT and Gap Analysis will be under one delivery budget)
- Both programs can serve as a pre-requisite for subsequent EMA and/or CEDT program participation at the discretion of the ONEDC Committee
- Companies have the option on the advice of the consultants to combine the two programs into a multi-day exercise
- Target serving a minimum of 30 companies for Sales Gap Analysis (30 days) and a minimum of 15 companies through SEMP Plus (30 days) in any combination of one or two day formats (60 days in total)

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

- Companies wishing to NOT use the existing consultants being made available through the program but whom wish to conduct a similar exercise will be encouraged to explore options through the CEDT Program (the CEDT Program has a process for evaluating new consultants)
- Estimated budget \$171,000 (\$150,000 consultants + \$21,000 meeting room/logistics costs)
- Company contributions as fees 30% or \$45,000 (same formula as CEDT Program)

4) Value Added Workshops and Export Events (Budget - \$166,000)

- Five Value-Added workshops (one in each ONEDC city)
 - i. Focus on advanced sales, marketing and/or export development related programming topics (e.g. Social Selling, Sales Skills, Working with Agents, CRM, etc.)
 - ii. Budget of \$45,000 (\$35k consultants and \$10k meeting costs)
 - iii. Company fees \$150 per attendee (estimate \$15,000)
- Four half to one-day export themed seminars with a broader mandate to engage SMEs outside of the MSS sector
 - i. Engage the expertise of various stakeholders such as EDC, GAC, OMAFRA, Customs Brokers, etc.
 - ii. Feature case study presentations and discussions where feasible with a focus outside of the MSS sector along with experts on marketing and sales
 - iii. Propose one each in Thunder Bay, Sault Ste. Marie, Timmins, and North Bay
 - iv. Budget of \$21,000 (\$5,250 per event)
 - v. Proposed no fee for SMEs to attend
- Exports Forums – Three MSS Themed and One New for Non-MSS companies (Budget \$100,000)
 - i. Possibly in collaboration with SAMSSA, rebrand and deliver three MSS themed export forums and accompanying incoming missions with a Pan-Northern focus
 - ii. Deliver as a NEW product at least one Non-MSS Export event
 - iii. Company fees \$150 per attendee (\$45,000)
 - iv. Sponsor fees (\$12,000)
 - v. Explore additional leverage and revenue from partners to cover added costs as incurred such as EDC and GAC
- Program support for other export themed events and activities where possible

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

5) In-Market Intelligence and Trade Missions (Budget - \$605,500)

- In-Market Intelligence
 - i. Three year license for Industrial Information Resources access
 - ii. Budget \$90,000
- Northerntarioexports.ca website maintenance
 - i. Budget \$1,500
- Four incoming trade missions from target export markets
 - i. Budget \$24,000 (\$6,000 each with opportunity to augment and leverage from other agencies – possible contract deliverable with SAMSSA)
- Four outgoing trade missions (e.g. Nevada, Arizona , BC, other tbd)
 - i. Budget \$40,000 (\$10,000 each with additional revenue as leverage from participating companies – possible contract deliverable with SAMSSA)
- 3 year In-Market Representative for Nevada to assist participating companies engage this market
 - i. Budget \$450,000 (possible contract deliverable with SAMSSA)

6) MinExpo 2020 Trade Show and Mission (Budget - \$398,000)

- Deliver an 1,800 sq. ft. Northern Ontario Pavilion and Northern Ontario Reception
- Support space for a minimum of 14 companies but possibly more once details from MinExpo show organizers are confirmed (floor space is already being held by MSTA Canada)
- Explore option of hiring a MinExpo Contractor to assist with delivery
- Budget, based on 2016 actuals and discussion with MSTA Canada include:
 - i. Booth Rental and associated costs \$125,000
 - ii. NO Pavilion Build \$160,000
 - iii. MinExpo Coordinator contract \$30,000
 - iv. Staff Travel \$10,000
 - v. ONEDC Travel \$25,000
 - vi. Northern Ontario Reception (eligible costs only) \$48,000
- Note – reception cost is estimated to be closer to \$120,000 with balance of revenue coming from sponsors and ticket sales (Sponsors \$60,000 and Tickets \$12,000)

4.2.3. Performance targets

**ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION**

The Northern Ontario Exports Program aims to assist firms develop new export revenues and to diversify their client base outside of Northern Ontario. This in turn will lead to new jobs, maintenance of jobs at risk and provide resiliency against future economic downturns in the local economy. Specifically, the measurable outcomes of the program will be as follows:

- 1) CEDT training to 30 companies (proposed 24 MSS sector and 6 non-MSS sector)
- 2) SEMP Plus and Marketing/Sales Gap training to 45 companies (MSS and non-MSS)
- 3) Support up to 50 MSS, 10+ non-MSS, and 20 non-Profit organizations/associations through EMA in order to assist and augment their export marketing and sales initiatives
- 4) Conduct 5 specialized Value-Added workshops, 4 Export Themed seminars, and 4 Export Forums reaching out to both MSS and non-MSS companies with unique programming for each.
- 5) Assist minimum of 14 Northern Ontario SMEs gain exposure to MinExpo 2020 who would otherwise not get the opportunity
- 5) Facilitate 4 incoming and 4 outgoing missions in conjunction with SAMSSA, TBMFA, and others tbd.
- 6) Implement a 3 year Nevada In-Market representative program for the MSS sector in cooperation with SAMSSA
- 7) Based on previous experience, 200 jobs is a conservative estimate of new positions to be created by firms over the 3-year course of the program, facilitate \$40M+ of operational investments, and demonstrate a minimum EMA leverage of \$1,1M with up front spending by EMA applicants of \$2.2M (all target estimates based on Phase 3 results as conducted by a 3rd party survey firm).

By serving to assist up to 70 SMEs and 10 non-profits organizations/associations by the end of Phase 4, the NOE Program will support revenue generation and client diversification businesses in Northern Ontario. By doing so, it serves to support the creation and maintenance of high wealth employment as well as support the growth of small and medium, highly entrepreneurial firms. By diversifying their client base outside of Ontario, these firms will be in a better position to weather future downturns in the global mining sector, hence supporting the communities in which they exist.

4.2.4. Impacts and Limitations of Project

The Phase 4 Northern Ontario Exports 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 and Provincial governments have approved the first 3 phases and due to the overwhelming success of phase 3, ONEDC was encouraged to submit a phase 4 through the City of Greater Sudbury. If not approved by both governments, the project cannot move forward.

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

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

The City of Greater Sudbury will provide an update on a yearly basis to ONEDC as to the success of the project. The SSMEDC will provide this info of result upon receipt yearly.

4.3. Costs and Financing

4.3.1. Detailed project costs

Expenses

Wages and Benefits for two FTES 27 months (verified by CGS finance)	\$ 621,000
Shared Administration (office costs, travel, marketing, translation, audit)	\$ 76,000
Export Marketing Assistance Program	\$1,100,000
Customized Export Development Training & SEMP Plus and Marketing/Sales Gap Analysis	\$ 771,000
Value Added Workshops and Export Events	\$ 166,000
In-Market Intelligence and Trade Missions	\$ 605,500
MinExpo 2020 Trade Show and Mission	\$ 398,000
Total Expenses	\$3,737,500

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

Revenue

Direct Company Contributions/Sponsors	\$ 395,000
ONEDC (\$26,000/city over 3 years)	\$ 130,000 (3.5%)
NOHFC	\$1,606,250 (43.0%)
FedNor	\$1,606,250 (43.0%)
Total Revenue	\$3,737,500
Minimum Company Leverage through EMA	\$1,100,000
Total Project	\$4,837,500

4.3.3. In-kind contributions

ECONOMIC DEVELOPMENT FUND (EDF)
APPLICATION

N/A

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

N/A

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

Applications to FedNor and NOHFC were submitted by the City of Greater Sudbury on behalf of ONEDC as they are the lead for this program.

4.4. Economic Benefits

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

The Phase 4 Northern Ontario Export Program 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. The goal of the program is to directly help companies grow, diversify 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

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 program. It is the belief of ONEDC that this program will follow the success of the first 3 phases of this program as it 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 Phase 4 Northern Ontario Export 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, diversify 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

ECONOMIC DEVELOPMENT FUND (EDF) APPLICATION

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 Phase 4 Northern Ontario Export Program aims to assist Northern Ontario SME's to further enhance their business by diversifying 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 complements other local initiatives

This program will further enhance the great work that was done in the first 3 phases of Northern Ontario Export Program. Opening the phase 4 up to other sectors will further enhance the pursuit of other government programs by Northern Ontario businesses that will participate in this 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 and other Northern Ontario communities are 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.

4.5.2. Impact on the community as a whole

There will be a positive impact to the community as a whole as companies participating in this program will further expand by way of creating jobs, diversifying and marketing themselves which in turn will further enhance their operations. As these companies succeed, confidence will be further instilled in our community and in Northern Ontario.

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

Board of Directors' Meeting

Monday, June 17, 2019
Russ Ramsay Board Room – Third Level – Civic Centre
11:30 am.

AGENDA ITEM 4.5

Moved by: B. Freiburger

Seconded by: S. Purvis

Whereas the Sault Ste. Marie Economic Development Corporation (SSMEDC) and the Ontario's North Economic Development (ONEDC) membership are partnering to support delivery of the Northern Ontario Export Program;

Whereas the Northern Ontario Exports Program is a 3 year program designed to take advantage of global opportunities and open doors to new markets for innovative products and services that Northern Ontario small and medium-sized companies have to offer;

Whereas the program will continue to increase investment and job creation in Northern Ontario;

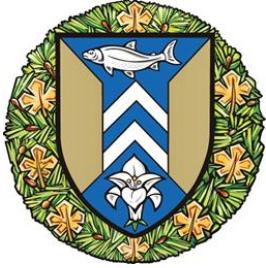
Whereas each ONEDC member (Sudbury, Timmins, North Bay and Thunder Bay) have committed \$26,000 each to leverage government funding;

Whereas SSMEDC is submitting an application to the City EDF fund for \$26,000 over 3 years as the community's financial commitment to the program as an ONEDC member;

Be it resolved that the SSMEDC Board of Director's support and approve SSMEDC's partnership Northern Ontario Exports Program and the submission of and application to the City's EDF fund as presented.



Terry Rainone
President



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

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: FutureSSM Project Update

PURPOSE

The purpose of this report is to provide Council with an update on the FutureSSM project and activities that have occurred since our last progress report dated April 15, 2019.

BACKGROUND

On May 28, 2018 Council passed the following resolution:

Whereas the City has been working on developing a comprehensive community project (FutureSSM) to support the community as it progresses towards an economically diverse, culturally vibrant, socially equitable and environmentally sustainable future; and

Whereas a number of individuals have been vigorously creating the plan by holding focus groups; and

Whereas the Future SSM Project is to set clear steps as one important method to think beyond specific sector needs and address urgent issues for the entire local economy, including: community infrastructure, social development, labour force development, education and training development and business retention and expansion; and

Whereas this is critical to the future of our community;

Now Therefore Be It Resolved that the Deputy CAO Community Development and Enterprise Services be requested to provide quarterly updates to keep Council and the community abreast of the progress being made by the committees and individuals involved.

This report outlines the developments of the FutureSSM project that have occurred since April 15, 2019.

ANALYSIS

Along with community members, FutureSSM is moving ahead with, and has successfully completed several initiatives that fall under each one of the project pillars; cultural vitality, economic growth and diversification, social equity and environmental sustainability. Community support for the project is widespread and strong, as evidenced by the large number of partners involved and the diversity of initiatives (please see Attachment A).

FINANCIAL IMPLICATIONS

There are no financial implications associated with this update.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The implementation mirrors exactly the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2019 07 15 concerning an update for the FutureSSM project be received as information.

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



Quarterly Report



July 2019

www.futuressm.com



SAULT STE. MARIE

Arts & Culture

Community Art Project

The first stage of FutureSSM's Community Art Project (CAP) is coming to a close mid-July 2019. By working with community partners and local youth, FutureSSM has been successful in revitalizing neighbourhoods, providing mentorship opportunities for youth, celebrating local history, promoting arts & culture and creating economic opportunities. Over 300 youth have been involved in CAP since it kicked off in January of this year.

Partners and sponsors involved in the project include:

Algoma District School Board
Equipment World
Village Media
Holiday Inn & Express
Quality Inn & Suites
GFL Memorial Gardens
Royal Canadian Legion Branch 25
Sault Ste. Marie Museum
The Beanstalk Project
District of Sault Ste. Marie Social Services Administration Board
The Canadian Bushplane Heritage Centre

Kiwanis Club of Lakeshore Foundation
Color Your World and Cloverdale Paint
Batchewana First Nation
Days Inn & Suites
Michaels
Algoma Veterans Association
Shaw Spotlight
Compass Imaging Group
Soo Greyhounds
The Sault Ste. Marie Downtown Association
Sault College Graphic Design Program

Initiatives of the project include:

GFL Memorial Gardens Mural Project

May 23, 2019 marked the official unveiling of three murals located in the GFL Memorial Gardens designed by local youth. In total, 40 students from Algoma District School Board high schools submitted artwork that was displayed at the unveiling. The experience was extremely positive for both the students and the local partners. Click [HERE](#) to watch a Shaw Spotlight video of the project.

"I've been teaching for over 20 years, and in the past I see our youth wanting to go away, leave Sault Ste. Marie. But now, I see a transition where with [mural art] projects like this, they are becoming invested in our community, and that is so critical to keeping them here and working towards making our community our place that we all love and adore. To see the students being appreciated for the work that they did was extremely rewarding."

- Sarah Constable, Leader of Experiential Learning, ADSB



Students at the kick-off event in March



Mural designed by Tylar O'Brien located in the War Memorial



Mural designed by Braxton Blake located in the Hockey Hall of Fame



Mural designed by Magnolia Lui located in the Hockey Hall of Fame

Traffic Wrap Project and Sault College Grad Show, May 2, 2019

On May 2, 2019, the Sault College Graphic Design graduating class, in partnership with FutureSSM, held their grad show, 'Designers Block' at the Sault Ste. Marie Museum. The event showcased work done by students throughout the year, including traffic box wrap designs that were part FutureSSM's Community Art Project.

"The Graphic Design class really enjoyed participating in the City Traffic Box project. It provided a 'real-life' project, allowing students to showcase their creativity and create a link to the City. Each student came up with their own unique thematic series of 10 traffic box designs, with the ultimate goal to communicate and represent aspects of Sault Ste. Marie for locals and visitors. During creative development, students presented their designs to classmates, the course professor along with a representative from FutureSSM, enabling a collaborative feedback process. The final designs were presented to a committee at City Hall, which was a great learning experience. The class would like to thank FutureSSM for this tremendous opportunity to be a part of engaging in the arts to help build a more vibrant City of Sault Ste. Marie!"

- Sault College Graphic Design students (graduating class of 2019)



The 2019 Sault College Graphic Design students at their Grad Show, Designers Block



Traffic box wrap designed by Alexa McGregor

Public furniture

FutureSSM partnered with the District of Sault Ste. Marie Social Services Administration Board - Ontario Works, and the Canadian Bushplane Heritage Centre Construction Training Program to build public furniture that is now being used by businesses in Sault Ste. Marie's downtown core.



Participants in the Ontario Works Construction Training Program in front of Muskoka chairs they built



Muskoka chairs in front of Shabby Motley Handcraft on Queen Street

Public Pianos

After putting out a public call for pianos to be donated to a community art project, the response was overwhelming; over 16 pianos were donated in just over 48 hours. A partnership between FutureSSM and the Algoma District School Board, this project has already proved to bring a sense of community to our downtown, and has provided a valuable opportunity for 40 secondary students enrolled in the Arts and Culture Specialist High Skills Major program at White Pines and over 80 elementary school students from East View, Grand View, Anna McCrea and Pinewood Public Schools.



Downtown Mural Project

A partnership between FutureSSM and the Sault Ste. Marie Downtown Association, the 2019 Downtown Community Mural Project consisted of five large-scale murals in the downtown core. For the months of June and July, both local and out of town artists revitalized our downtown through public art, while also mentoring local youth in the process. Community Mural Block Parties providing programming in partnership with local businesses and organizations also took place in conjunction with the development of the murals to increase foot traffic downtown and celebrate the artists' work.



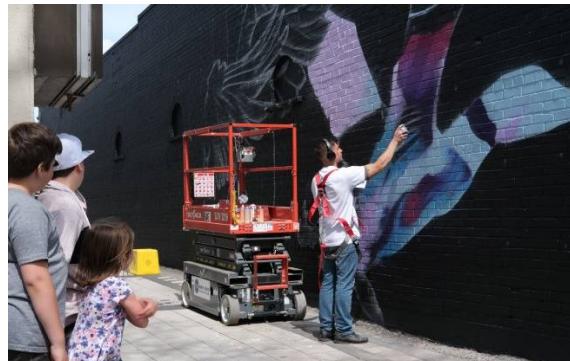
Artist Darren Emond in front of his mural at Outspoken Brewing



Mural by Rihkee Strapp and Misiikenh Kwe at Soo Blasters



Artist Patrick Hunter in front of his mural at the new Sootoday headquarters



Artist Alexander Bacon works on his mural in the Paul Mall alley way

Community Cultural Plan

FutureSSM is currently working with Lord Cultural Resources on the development of the final plan. A draft version has been submitted, and the FutureSSM Arts & Culture Action Team is currently reviewing and revising the document alongside project staff.

Film, Television & Digital Media

FutureSSM has been successful in attracting several productions to Sault Ste. Marie. Between March and July, three feature films, one full-length web series and two children's television episodes have filmed in the community. In total these productions, along with two location scouts have brought in approximately \$3,150,000 direct spend in the city and approximately \$1,732,500 in indirect spend. They also created positions for over 135 Full Time equivalent positions and 100 Part Time equivalent positions to local residents. Productions include Hallmarks' *Wooden Santas*, *My Roomate's an Escort* and a *Grand Romantic Gesture*.

Katie Uhlmann of *My Roomate's An Escort* had this to say about filming in Sault Ste. Marie:

"*My Roomate's an Escort* is the first project I have filmed in your city. Our entire team has been blown away by the hospitality and enthusiasm we were met with. We had an incredible

experience filming in Sault Ste. Marie. As my company grows, I am excited to bring more production back to the Soo."

- Katie Uhlmann, Owner/Director, Katie Chats Inc.

Labour Force Development

The Rural and Northern Immigration Pilot Program

Sault Ste. Marie has been selected as one of 11 communities across Canada to participate in the Northern and Rural Immigration Pilot. Our community now has an additional tool to help address the skilled labour shortage and grow the local population. With 23% of Sault Ste. Marie's workforce over the age of 55, employers in the community will be looking to replace more than 9,000 workers. The pilot project is designed to invite newcomers with special skills sets to Canada and make rural or Northern communities their home.

FutureSSM will continue to work with the Sault Ste. Marie Economic Development Corporation, the Sault Ste. Marie Local Immigration Partnership and other partners to support this pilot so it can be as successful as possible in growing our community.



The Rural and Northern Immigration Pilot announcement, Sault Ste. Marie, June 14, 2019

Spousal Recruitment Advisory Committee

In partnership with the city's top employers, FutureSSM have convened a Spousal Recruitment Advisory Committee (SRAC) designed to promote the hiring of spouse/partners' of newly hired employees who have relocated to Sault Ste. Marie. We recognize that spousal/partner employment is a key factor in the recruitment and retention of newly hired employees. Some objectives of SRAC include fostering introductions, networking and promoting candidates for jobs across the city as well as helping employees learn about their new community.



The first ever Sault Ste. Marie Spousal Recruitment Advisory Committee meets at City Hall in June

Moving to Sault Ste. Marie Webinar Series

In partnership with the Newcomer Centre of Peel, FutureSSM has held two webinars in June as part of an ongoing series that encourages skilled workers to move to Sault Ste. Marie. The first webinar featured the Sault Ste. Marie Local Immigration Partnership, the second Algoma Steel Inc.

Indigenous Employment Roundtables

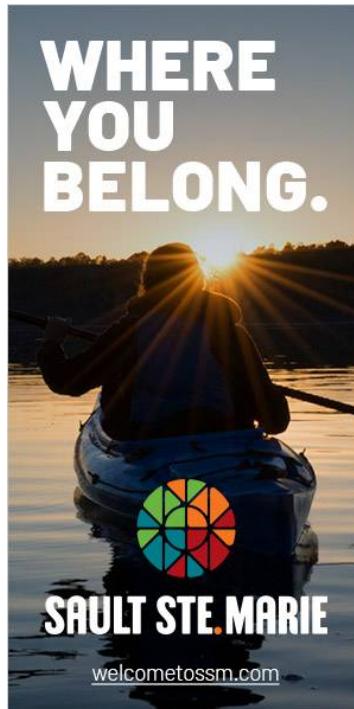


Participants of the latest Indigenous Employment Roundtable at City Hall

Community Branding & Promotion

New brand & Visual Identity for Sault Ste. Marie

A new brand and visual identity for Sault Ste. Marie was approved by City Council on May 21, 2019. Whether we're competing for businesses, travelers, new residents or students, the way we tell our story matters. Visual identity, branding & promotional efforts are part of FutureSSM's larger community vision to build a place where people want to visit, live and do business. A phased-in approach to brand implementation is currently underway by City staff.



Website www.welcometossm.com

As part of FutureSSM's efforts to retain, recruit and repatriate people to Sault Ste. Marie, a new website has been developed to showcase all that Sault Ste. Marie has to offer, including high quality job opportunities, short commute times, affordability and an exceptional lifestyle. The website also includes positive video stories of people who have made the move to or returned to Sault Ste. Marie. A job portal allows employers who are either seeking to fill professional positions that are hard to fill or high in volume to upload jobs, and a resume bank encourages job seekers to upload their CV, increasing their chances of being connected to the right employment opportunities. Targeted ads to promote the new website have been ongoing in the month of June.



live ▾ learn ▾ work ▾ Immigrate ▾

Search

Work. Life. Balance.

watch to see more

1 Find a career.

Sault Ste. Marie is full of opportunity, and now is the time to come take advantage of it.

Professor, Aviation
Sault College

Video Series

Linked to the broader efforts to promote our community and build local pride, a series of promotional videos has been developed that align with Sault Ste. Marie's new brand story. Videos that appear on www.welcometossm.com and social media include vignette style videos of stories of people who have moved or returned to Sault Ste. Marie, and more general 'lifestyle' videos that showcase Sault Ste. Marie's diversity, natural and man-made amenities and work-life balance.



Energy & the Environment

Climate Change Coordinator

On June 24, 2019, Emily Cormier began her new role at FutureSSM's Climate Change Coordinator.

Emily has experience in the Canadian private, public and non-profit sector with a focus on natural resources and energy planning. She has worked on energy conservation projects for commercial and industrial organizations in Northwestern Ontario for Synergy North, and the Economic Development Corporation of Wawa where she lead the development of the Wawa Municipal Energy Plan, which won the 2017 Ontario Sustainable Energy Association (OSEA) Community Project of the Year. Her experience also includes planning and operations on Forest Resource Inventory (FRI) projects across Ontario, and working in a policy analyst capacity for the Federal Government including the Department of Fisheries and Oceans and Public Safety in Ottawa.

Emily holds an Honours Bachelor of Social Sciences in International Development and Globalization from the University of Ottawa and Master's in International Business with a Specialization in Project Management from Hult International Business School.

Emily is responsible for leading climate change adaptation and Greenhouse Gas (GHG) reduction initiatives including, conducting a community level GHG emission inventory for Sault Ste. Marie.

Social Equity

Early Development Instrument

The Early Development Instrument (EDI) is used across Canada and internationally to measure children's ability to meet age appropriate developmental expectations. EDI data for Sault Ste. Marie indicates that many children are entering the school system in Sault Ste. Marie below their counterparts in three out of five areas tested: Physical Health and Well-Being, Social Competence, and Emotional Maturity.

A Needs Assessment was conducted by FutureSSM's Social Equity Coordinator for the Early Years System Plan. Themed highlights from the findings include outdoor/field trips, nutrition, parent education, family support, access to social services, special needs and professional development and schools.

Working collaboratively, the DSSMSSAB Early Years Services and the Social Equity Coordinator proposed the Early Years Service 5 Goals for the system service plan. These goals include:

Goal 1: Advance the Early Years system and service provider infrastructure to consistently deliver quality services.

Goal 2: Informed Early Years system and community partners build opportunities for collaboration.

Goal 3: Increase the number of Registered Early Childhood Educators through provision of essential supports.

Goal 4: Clear and regular communication of the Early Years Services.

Goal 5: Recognize the many diverse needs of families in planning and implementing programming.

Continued contribution and direction provided to the Child & Family Network on the development on their strategic plan to include key actions necessary to decrease vulnerability rates in the Early Development Indicator domains.

Poverty Reduction

Definition of Poverty

Through community discussions at various levels, it was determined that a single definition and clear and common understanding of poverty was required to help align efforts to reduce and eliminate poverty. Feedback was coordinated across 17 different organizations, in addition to community consultations, to arrive at the following definition:

Poverty is a condition of someone who lacks the resources and means to acquire and maintain a basic level of living standards and to facilitate their desired level of participation in society.

Workforce Entry

Hospitality, retail and labour have been identified as the three sectors to focus on regarding workforce entry as it relates to poverty reduction. The Workforce Entry group recently held a meeting with the Hospitality sector, engaging five major hotels to deliver experiential, tailored training programs to 50 Ontario Works participants at the end of August. These programs will teach technical on-site job training and provide four weeks of soft skills development.

Improving Indigenous Relations

Murdered Missing Indigenous Women and Girls LGBT2SQQIA Gathering

FutureSSM's Social Equity Coordinator organized and hosted the Murdered Missing Indigenous Women and Girls LGBT2SQQIA Gathering on June 25 and 26th with the Indigenous Women's Anti-Violence Task Force funded through the National Inquiry into Missing and Murdered Indigenous Women and Girls. The gathering was to honor the spirits of missing and murdered Indigenous women and girls and offer support to families and survivors of violence.

The IWAVTF has since been notified that it has been selected to receive funding from the MMIWG Commemorative Fund in the amount of \$50,0000 through Missanbie Cree First Nation over the next two years to deliver another gathering and other activities that recognize MMIWGLGBT2SQQIA and its impacts in SSM.

Nendaaswin

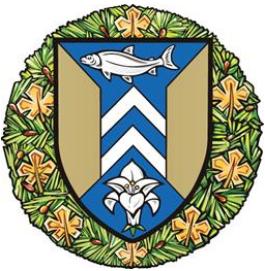
The Social Equity Coordinator has re-engaged those involved in the Improving Indigenous Relations Action Team. Nendaaswin, the new name for the team will be working closely with FutureSSM on Indigenous inclusion and initiatives. Outreach has expanded to include other potential members who align with futureSSM's four pillars.

Safe, Welcoming & Inclusive Community

Safe Walks

The Social Equity Coordinator co-hosted a safe walk that took place in the Gore Street and Albert Street area that identified areas of concern to people living in the area.

A Women's Only Safe Spaces Walk will take place in the evening on July 24, 2019 in partnership with the Downtown Association and the Sault Ste. Marie City Council members to identify area of concern between Pim Street and Dennis Street.



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

Date of Council Meeting

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: Mill Market Lease and Update

PURPOSE

The purpose of the report is to seek Council's approval of a lease agreement for the Mill Market and to provide an update on market operations.

BACKGROUND

On April 15th Council approved an agreement with Mill Market Incorporated to extend their lease to May 18th to provide time for a new non-profit corporation to be established to take over market operations.

Staff are pleased to report that a new non-profit, "Mill Market Sault Ste. Marie" has been incorporated. A board of directors has been established which consists of vendors, public interest board members and a City representative. Brent Lamming, Director of Community Services was nominated and has accepted the Board Chair position for this inaugural board. The Board members include:

- Brent Lamming, Chairperson
- Denise Martel, vice-chair
- Colleen Alloi
- Errol Caldwell
- Don Manchur
- Kathy McKewen
- Carson Beauregard
- Cathy Bouchard
- Megan Trudeau

With the incorporation now complete, staff is bringing a lease agreement for the facility for Council approval.

ANALYSIS

The Mill Market has proven to be a very popular addition to the community and receives up to 3,000 people on Saturday's throughout the summer months. The market also operates on Wednesdays and provides an outlet for local farmers, food product producers and artisans.

The goal of this process has been to find a way to continue the successful market. Having a non-profit group operate the market facilitates collaboration and funding opportunities to enhance and grow the market in the future.

Staff appreciates the patience of all the vendors and previous Market Manager Rebekah Verdone as we worked through this transition period. Staff would also like to acknowledge the hard work contributed by a number of the vendors to establish this new, non-profit entity including:

- Denise Martel
- Robert Martel
- Errol Caldwell
- Colleen Alloi
- Don Manchur
- Kathy McKewen
- Craig Holmberg
- Eileen Parr
- Carson Beauregard

FINANCIAL IMPLICATIONS

The City is providing the facility rent-free and has made applications to MPAC to have the facility declared a municipal capital facility. Under the terms of the agreement, the City is responsible for the structural elements of the Premises, being the foundations, bearing walls, exterior finishes, heating, ventilating and air conditioning systems serving the Premises and the roof.

Mill Market Sault Ste. Marie is responsible for the operational costs of the market including landscaping, signage, garbage disposal, snowplowing, sanding, all necessary non-structural repairs to the premises and payment of all utilities and services for the premises.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in multiple focus areas including the focus area of "Quality of Life" and the priorities identified which include Promote Quality of Life Advantages, Promote and Support Arts & Culture and Create Vibrant Downtown Areas.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Mill Market Update July 2019

2019 07 15

Page 3.

The relevant By-law 2019-147 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

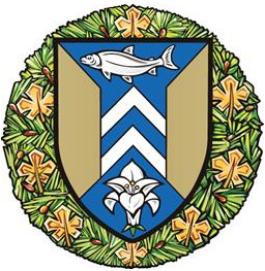
A handwritten signature in black ink, appearing to read "Tom Vair".

Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Toys for Tickets

PURPOSE

The purpose of this report is to provide Council information on the Toys for Tickets resolution and seek approval on the recommendation.

BACKGROUND

At the December 10, 2018 Council Meeting the following resolution was passed to bring forward a report to review the option of paying tickets with toys for the timeframe of November 1, 2019 to December 1, 2019.

Whereas the City of Orillia has run a 'Toys for Tickets' campaign since 2005; and

Whereas the Toys for Tickets campaign runs from November 1 to December 1 each year; and

Whereas any person who receives a parking ticket (save and except accessible parking infractions) from November 1 to December 1 each year can bring in a toy of equal or greater value to satisfy the parking ticket; and

Whereas Sault Ste. Marie's Christmas Cheer program is always looking for additional toys at Christmas time; and

Now Therefore Be It Resolved that staff provide a report on a Sault Ste. Marie Toys for Tickets program beginning in November 2019 and running annually thereafter; and

Further that staff consult with Christmas Cheer to gauge their interest and willingness to participate in such a program.

Carried

ANALYSIS

Staff have reached out to the City of Orillia and Bradford West Gwillimbury. Both have implemented "Toys for Tickets" initiatives.

In Orillia the annual event started in 2006 and has raised more than \$31,000 in toys which have been donated to local charity groups in lieu of parking tickets (13th year). The process to donate involves bringing your parking ticket along with an unwrapped new toy in its original packaging and proof of purchase to the Treasury Department during regular business hours in early December annually. The value of the toy must be equal to, or exceed, the amount owing on the fine. Further relevant information on the process:

- Every person who receives a parking ticket (excluding accessible parking violations) between November 1 and December 1 annually is eligible to participate. Whereby the parking ticket recipient pays the fine amount by donating a new children's toy.
- Gift cards are not accepted. The toy's receipt and the parking violation must be presented at the time of payment. The value of the toy must be equal to or exceed the amount owing on the fine. For example, if the fine amount is \$30.00, then the total value of the toy must be equal to or exceed \$30.00 (including taxes).
- Donations of more than one toy are accepted as long as the total cost is equal to or exceeds the fine amount. Toy donations that total the infraction's early payment amount will be accepted.
- Parking ticket recipients that donate a toy that is not equal to the early payment amount of the infraction are required to pay the difference (subject to paying the set fine).

Orillia staff have advised that approximately 20% (on the higher end) of tickets have been paid utilizing toys over the last four (4) years.

Bradford West Gwillimbury raised just over \$3,000 in toys in Dec. 2018. More than sixty (60) parking tickets were paid through the program, resulting in more than \$3,000 worth of toys which will be distributed to local families by the Bradford Helping Hand Food Bank. The Manager of Enforcement advised this represented approximately 15% of tickets and that their program runs from Dec. 1 to Dec. 15th and all toys must be collected by the 20th.

Staff have reviewed the following concerns as part of the analysis:

- Who will validate the value of the toy to cover the cost of the ticket?
- Where will the toys be delivered?
- Is this in conjunction with the existing stuff a bus program that Transit division has been running annually since 1999 (20 years) in support of Christmas Cheer?
- Would it be better to donate a portion of ticket proceeds?
- Who will provide oversight and control?

Toys for Tickets

2019 07 15

Page 3.

- Will this cause Provincial Offenses Act issues for disputed tickets? Legal raised concerns that costs to run the program may be in excess of the benefit to toys for cheer. There could also be potential enforcement issues if toys were brought to Court and or rejected. The explanation of a qualified toy may also prove difficult.

City Staff recommend a one (1) year pilot for the “Toys for Tickets” program. Details:

- Payment of parking fines in the form of new toys (unwrapped) will be permitted from November 1 to December 1 (excluding Accessible Parking Fines) for 2019.
- A receipt of purchase of equal or greater value must be provided with the new toy at 111 Huron St. Sault Ste. Marie (Transit Main Office).
- All toys will be included into the annual “Stuff a Bus” fundraiser to support this long standing Transit fundraising tradition.
- Gift cards will not be accepted.
- All toys must be provided to the indicated location by Dec. 13, 2019 to qualify.

FINANCIAL IMPLICATIONS

Based on the experiences of Bradford and Orillia it is anticipated that this pilot will have a negative impact of approximately \$2,800 to parking fine revenue based on a 20% participation rate (Appendix A - Parking Tickets). Bradford and Orillia’s average participation rates are between 15% to 20%.

This would be in line with what Orillia and Bradford contribute approximately on an annual basis (Orillia \$2,500; Bradford \$3,000). Parking fine revenue amounted to \$13,755 in 2018 and \$15,320 in 2017 for the month of November over the past two (2) years. It is anticipated that a good portion of individuals will continue to pay tickets per normal course of business.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 by Developing Partnerships with our Key Stakeholders and collaboration with community partners, which is essential to our success.

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 2019 07 15 concerning Toys for Tickets be approved.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services,
Community Development & Enterprise Services

Toys for Tickets

2019 07 15

Page 4.

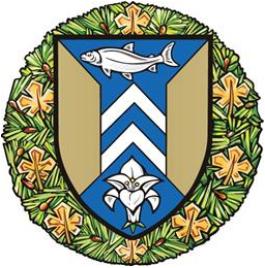
(705)759-5314

b.lamming@cityssm.on.ca

APPENDIX A - PARKING TICKETS

	2017			2018		
	PD	PS	SC	PD	PS	SC
1-Nov	25	0	21	18	4	19
2-Nov	10	0	18	19	1	3
3-Nov	24	1	12	0	1	0
4-Nov	0	0	2	0	0	0
5-Nov	0	37	1	21	0	13
6-Nov	28	50	11	23	2	3
7-Nov	20	0	17	11	2	11
8-Nov	20	1	25	17	1	1
9-Nov	17	30	4	12	3	4
10-Nov	11	31	8	0	6	0
11-Nov	0	27	0	0	35	0
12-Nov	0	10	2	13	1	18
13-Nov	14	20	13	13	4	11
14-Nov	27	39	16	26	16	6
15-Nov	31	0	0	26	17	24
16-Nov	32	2	18	28	18	19
17-Nov	41	0	10	0	21	6
18-Nov	0	4	1	0	6	0
19-Nov	1	4	2	20	22	14
20-Nov	20	14	11	22	1	9
21-Nov	16	4	15	28	1	14
22-Nov	25	8	8	17	11	26
23-Nov	17	8	13	20	26	1
24-Nov	19	5	5	0	7	0
25-Nov	0	0	2	0	0	0
26-Nov	0	3	4	23	5	19
27-Nov	20	0	10	20	0	6
28-Nov	27	0	31	21	1	8
29-Nov	29	37	34	21	1	20
30-Nov	16	27	12	22	46	3
Total	490	362	326	441	259	258
Total \$	\$ 6,320	\$ 5,400	\$ 3,600	\$ 5,655	\$ 4,140	\$ 3,960
	\$ 15,320			\$ 13,755		

- Notes: • PD – Parking Division
 • PS – Police Services
 • SC – Special Constables



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Fan Friendly Pricing – GFL Memorial Gardens

PURPOSE

The purpose of this report is to seek Council's approval for the implementation of Fan Friendly pricing at the GFL Memorial Gardens.

BACKGROUND

At the June 3, 2019 Council passed the following resolution:

Whereas balancing the cost of concessions must always strike a balance between satisfying fans and turning a profit for the concession stands; and

Whereas a recent trend in major league sports has been to implement fan-friendly pricing on the most popular menu items available at sporting events; and

Whereas fan-friendly pricing at major league sports venues across North America has resulted in increased revenue because it has increased the sale of concessions at major sporting events;

Now Therefore Be It Resolved that staff be requested to investigate and report to Council regarding the implementation of fan-friendly pricing at the GFL Memorial Gardens for the 2019-2020 Soo Greyhound Season, and, if it is proposed that a fan friendly menu be implemented, that a review be conducted after said season to determine the success of the fan-friendly pricing.

The GFL Memorial Gardens is a nationally respected and versatile event centre. 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.

ANALYSIS

City staff are pleased to state that the GFL Memorial Gardens had record food and beverage sales of \$1.15M in 2018 compared to \$882K in 2017 (Appendix A – Food & Beverage Performance).

This corresponds to a long playoff run for the Greyhounds as well as staff implementing the following initiatives providing enhanced Customer service:

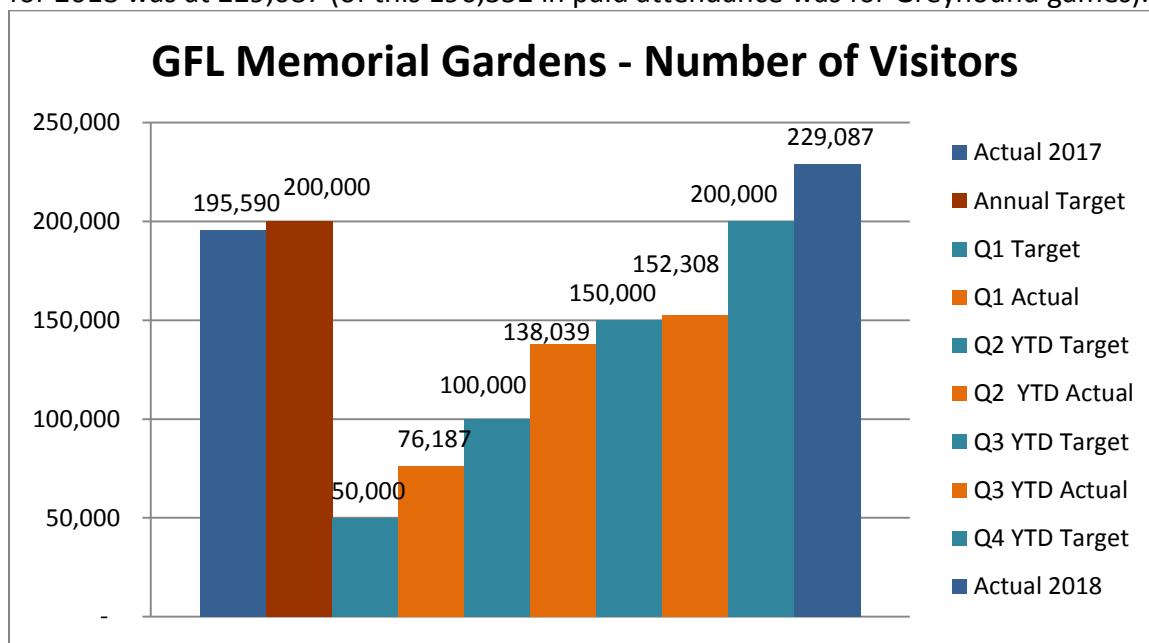
- Adding increased Point of Sale locations in the facility.
 - Five (5) new bar locations, and four (4) new Food & Beverage stations offering touchpoints every forty (40) feet. By doing this we have provided improved Customer Service and have alleviated lineups thus increasing revenues.
 - The variety of food stations and product offerings expanded to include the Hot Dog House (Foot Long Hot Dogs & Sausage Bar), the Coffee House and Cotton Candy Station. Providing product diversity through the “something for everyone concept” and “grab and go” options improves customer service.
- Increased operating hours at the Molson Hockey House and expanded seating capacity.
 - GFL Memorial Gardens is opening an extra hour early before every 7pm game, with doors opening at 5:00pm for restaurant service.
 - At 2.5 patron turns on retail seating, full by 5:30pm on most games, the increased hours are contributing to fans coming to the downtown core earlier than game time.
- Service delivery efficiency improved by adding pre-pour for popular draft beverages five minutes before period end.
- Opening of the Angelo Bumbacco Room Lounge downstairs between periods with projection big screen TV broadcasting all home games (similar to the Hockey Hall of Fame Lounge) to assist with in between period lineups and better customer service.
- Expanded restaurant seating areas on the East & South end of the Venue.
 - 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 net profit of \$291,835 (budget - \$108,788) for 2018. This compares to net profit of \$186,145 (budget - \$123,192) for 2017.

Usually fan friendly pricing is implemented when attendance is down as noted in a recent article for the Blue Jays (Appendix B - Supporting Articles). The Jays were experiencing a drop in attendance ticket sales being down 27% for their 2018 year and they were looking at methods to drive traffic to the events. In 2017, the Blue Jays

averaged 39,554 fans per game. In 2018 they only brought in 28,733 fans for every home game. One method that they were discussing was by lowering some costs such as beer pricing. "As opening day of the Blue Jays new season approaches, a new promotion at the Rogers Centre is sure to catch the average baseball fan's eye. Executive vice-president of business operations Andrew Miller says starting this season, each level of the stadium will have a stand where everything is \$5, including beer." Note the \$5 is for a 12 oz. can of beer.

As for the GFL Memorial Gardens, the Greyhounds continue to draw in excess of 4,000 paid patrons per game over the last two years and the venue experienced record food and beverage sales and surplus for 2018. Total attendance for all events at the facility for 2018 was at 229,087 (of this 196,352 in paid attendance was for Greyhound games).



In a comparison of food and beverage pricing, the GFL Memorial Gardens is far from the highest price for concessions or beverages when compared to other OHL venues. Additionally we also offer "combo pricing" and special family packages with concession discounts, something that is not a common offering. Compared to other OHL facilities, our site is, for the most part, less expensive than similar product offerings (Appendix C - Price Comparison - attached examples w/OHL menus: Oshawa, Peterborough). This supports that the GFL is essentially on the low end of pricing in comparison to related facilities. The City of Sudbury does not provide Food & Concession services (it is provided by the Sudbury Wolves). The GFL is lower in cost in almost all F&B areas in comparison with the existing Sudbury facility.

Many sites are also using more diverse product sizes to give choices for the fans and provide lower in-house costs while still capturing the same gross margins. We have also followed this idea with popcorn, pop, beer, etc. Furthermore, in an effort to support

community development, we have allowed provisions for local craft breweries to gain sales through our alcohol RFP.

Proposal New Fan Friendly Pricing

Staff have reviewed the resolution and recommend the following:

1. To better promote the existing Combo Pricing (very few OHL venues offer this great value option)
2. Introduction of \$5/beer (taxes in - 10 oz.) at select concessions
3. Introduction of a fan friendly hotdog, french fry and popcorn option at \$3 taxes included for each at select concessions.

To address long line-ups at concerts, a capital request for Point of Sale (POS) terminals will be brought forward for the 2020 budget discussion. The system we are using is very old and the response time is poor. A new POS could not only be used at the GFL Memorial Gardens but also implemented across our concessions city-wide utilizing hand held units at special events. This will lead to greater efficiency for billing and debit transactions. Patrons will not have to go to another line to use the debit machine and it will ensure a debit/credit machine at each purchase point. In addition, as noted above, we have implemented pre-pouring of beverages with refrigerators to expedite service.

A report will be brought back to council following the 2019-2020 Greyhound season that will outline the impact Fan Friendly pricing had to the overall performance of the GFL Memorial Gardens as it pertains to food and beverage sales.

FINANCIAL IMPLICATIONS

Sales revenue and margin will be tracked very closely during the pilot and will be compared against historical results to determine the impact fan friendly pricing has on overall performance.

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 downtown and visitors 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.

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.

RECOMMENDATION

It is therefore recommended that Council take the following action:

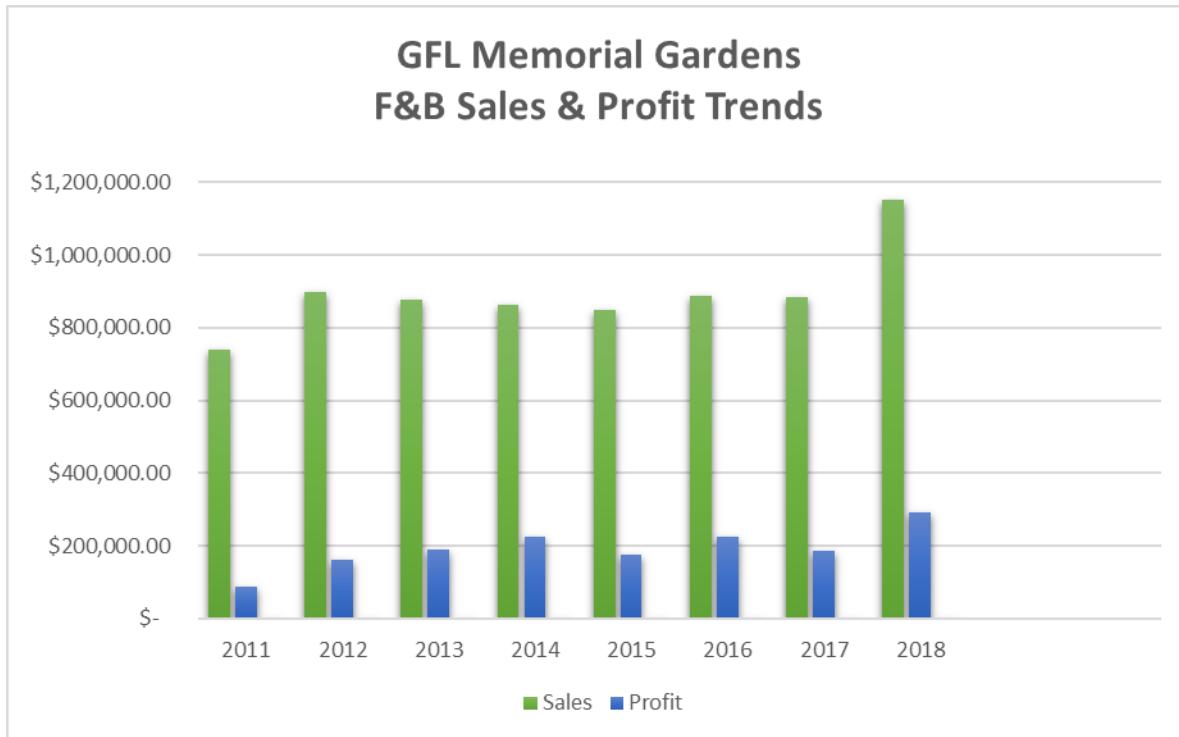
Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2019 07 15 concerning Fan Friendly pricing be approved.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
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Community Development & Enterprise Services
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Appendix A – Food and Beverage Sales Performance GFL Memorial Gardens



Year	Sales	Profit	Profit %
2011	\$737,730.00	\$86,585.00	11.7%
2012	\$897,834.00	\$162,352.00	18.1%
2013	\$875,472.26	\$190,787.00	21.8%
2014	\$863,654.41	\$223,226.22	25.8%
2015	\$849,644.02	\$176,671.85	20.8%
2016	\$887,927.76	\$226,033.01	25.5%
2017	\$882,034.15	\$186,145.46	21.1%
2018	\$1,150,667.56	\$291,835.80	25.4%

Appendix C – Price Comparison

Item	wo tax	wo/tax		w/o tax		wo tax		wo tax		wo tax		wo tax		wo tax		wo tax			
	SSM-GFL	Guelph	diff%	Oshawa	diff%	Kitchener	diff%	Sudbury	diff%	St. Catherines	diff%	Kingston	diff%	Barrie	diff%	Paramont	diff%		
POP Fountain																			
POP Bottle	\$ 2.65	\$ 3.54	18%							\$ 3.76	42%	\$ 3.98	50%			\$ 3.75	41%		
Bottled Water	\$ 2.17															\$ 3.25	50%		
Coffee Tea																			
Large	\$ 1.64	\$ 2.21	20%							\$ 3.26	76%	\$ 3.54	116%						
Gatorade	\$ 2.74	\$ 3.98	28%									\$ 4.20	53%						
Fries																			
Small	\$ 2.65									\$ 4.35	45%	\$ 4.42	67%						
Large	\$ 3.32	\$ 4.20	12%																
Onion Rings	\$ 3.81																		
Pizza Slice	\$ 2.74	\$ 4.65	50%					\$ 4.65	70%	\$ 5.31	94%	\$ 5.22	68%						
Chicken Nuggets	\$ 3.32																		
Nachos & Cheese	\$ 4.38	\$ 5.09	3%					\$ 5.09	16%	\$ 5.09	16%	\$ 5.22	5%	\$ 5.75	31%				
Hot Dog																			
Small	\$ 2.48							\$ 4.89	97%	\$ 3.98									
Large	\$ 3.32	\$ 4.42	18%									\$ 4.42	18%	\$ 4.42	33%				
Foot Long	\$ 6.15																		
Sausage	\$ 3.72	\$ 5.09	21%																
Jalapeno Sausage	\$ 4.38																		
Chicken Fingers		\$ 6.19																	
Chips/Chocolate Bars	\$ 1.46	\$ 2.21	34%																
Popcorn																			
Small	\$ 3.10																		
Large	\$ 3.89	\$ 5.31	21%							\$ 5.31	21%								
add Butter	\$ 1.02																		
Cotton Candy	\$ 3.10	\$ 4.42	26%							\$ 4.42	43%								
Large Pretzel	\$ 2.61									\$ 4.42	69%								
Stuffed Pretzel	\$ 3.76																		
Premium Ice Cream	\$ 3.10	\$ 5.31	52%																
Bar																			
Wine																			
6 oz.	\$ 5.31	\$ 6.64	11%	\$ 9.96	88%														
8 oz.	\$ 7.08																		
9 oz.				\$ 14.82															
1/2 L	\$ 15.00																		
Beer																			
Domestic Bottle	\$ 5.53			\$ 8.63	56%										\$ 6.00	8%			
Specialty				\$ 8.85															
Premium Bottle	\$ 5.97			\$ 11.95	100%														
Tall Can	\$ 7.96	\$ 8.41	6%					\$ 8.19	3%	\$ 7.52	-6%	\$ 8.41	6%	\$ 8.41	6%	\$ 9.73	22%	\$ 8.25	4%
Tall Can Specialty										\$ 8.41							\$ 8.75		
Tall Can Concerts										\$ 9.73									
Tall Can Concerts-Specialty										\$ 10.18									
Draught Beer																			
12 oz.		\$ 6.19																	
14 oz.	\$ 5.53			\$ 6.19	12%	\$ 6.64	20%									\$ 5.75	4%		
20 oz.	\$ 7.74	\$ 8.41	9%	\$ 8.63	11%	\$ 8.63	11%												
28 oz.				\$ 11.50															
60 oz. pitcher	\$ 22.08																		
Coolers 355 ml	\$ 6.19	\$ 7.30	18%	\$ 6.41	3%														
Apple Cider	\$ 7.52			\$ 8.88	18%														
Liquor Drink																			
1 oz.	\$ 5.09	\$ 6.42	26%	\$ 6.19	22%							\$ 9.29	83%			\$ 5.53	9%	\$ 6.25	23%
1 oz. premium	\$ 5.27			\$ 8.41	60%														
Combo#1																			
small Hot Dog/small fries/small po	\$ 5.62																		
Combo#2																			
medium popcorn/med pop	\$ 5.62																		
Combo#3																			
large fries/medium pop	\$ 4.03																		
Combo #4																			
medium coffee/donut	\$ 4.69																		
combo #5																			
potato poppers/medium pop	\$ 4.60																		
combo #6																			
pizza/pop	\$ 4.25																		
combo #7																			
hot dog/chips/medium	\$ 4.96																		
combo #8																			
jumbo dog/large fries/medium pop	\$ 7.30																		

Appendix B – Supporting Articles

Blue Jays to offer \$5 beer at select concession stands during 2019 season



A canned beer is poured into a plastic glass by a vendor in the stands at the Rogers Centre ahead of American League Division Series action between the Toronto Blue Jays and Texas Rangers in Toronto on Sunday, October 9, 2016. THE CANADIAN PRESS/Chris Young

Chris Fox, CP24.com

Published Wednesday, March 13, 2019 12:34PM EDT

Last Updated Wednesday, March 13, 2019 4:24PM EDT

The Blue Jays might have a tough time keeping up with their rivals in the American League East this season but when it comes to the cost of an ice cold beer, they should at least be competitive.

Executive Vice President of Business Operations Andrew Miller tells CP24 that the club is introducing a new dedicated stand on each level of the Rogers Centre that will sell beer and other ballpark favourites for \$5 or less, taxes included.

Miller said that the program will be called “Dugout Deals” and will be in effect for each home game this season, beginning with Opening Day on March 28. He said that the deal on beer will be limited to 12 ounce cans of Budweiser or Budweiser Light.

Fans have previously had to pay up to \$12 for a 16 ounce tall can of beer at the Rogers Centre or up to \$14 for a 24 ounce tall can, depending on the brand. Miller said that the “Dugout Deals” program is essentially a value menu for fans. Other items that will be available include hot dogs, ice cream and pretzels, he said.

The launch of the program comes following a drop in attendance in 2018.

About 29,000 fans per game attended Blue Jay home dates at the Rogers Centre last year, compared with 39,554 in 2017. Attendance was also down four per cent across all of Major League Baseball, dropping below 70 million for the first time since 2003.

Speaking with CP24 outside the Rogers Centre on Wednesday, Blue Jays Vice President of Strategy and Analytics Anuk Karunaratne said the “Dugout Deals” program isn’t as much about boosting attendance as it is about creating value for the team’s fans.

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"Ultimately it is about creating value for our fans. We have spent the last two or three years plus listening to and trying to understand what drives value for our fans and trying to find ways to integrate that into the experience at games here at the Rogers Centre," he said. "I think ultimately it is about creating the best experience we can for the people that are here."

The Blue Jays aren't the first professional sports team to try out more fan-friendly pricing.

The NFL's Atlanta Falcons rolled out their "Fan First Pricing" menu when they opened their new stadium in 2017 and have said that revenue actually increased by 16 per cent in the first year of the program despite the fact that food and beverage prices dropped 50 per cent.

The MLB's Minnesota Twins have also announced discounted prices at select stadium stands for this upcoming season as part of an effort to attract more children and families to the ballpark. Some of their discounted prices include \$3 popcorn, \$2 pop and \$5 cans of Budweiser or Budweiser Light.

The Blue Jays begin their season on March 28 when they welcome the Detroit Tigers to the Rogers Centre.

Appendix B – Supporting Articles

\$2 HOT DOGS: The story behind Atlanta Falcons' low food prices

Daniel Roberts

Senior Writer

[Yahoo Finance](#) September 7, 2017

At a typical sports arena in America, a \$10 bill might get you one beer. At Mercedes-Benz Stadium, the new \$1.6 billion home of the Atlanta Falcons and Atlanta United MLS team, it can buy you two beers. Or five hot dogs. Or three hot dogs and an order of fries, plus \$1 back.

The food prices are low—crazy low. [Minor League Baseball](#) low. They are the lowest food prices in US major league sports. The stadium offers \$2 hot dogs, \$2 sodas (with unlimited free refills), \$3 french fries, \$3 popcorn, and \$5 12-ounce light beers. The concessions are also in “whole dollar” prices, meaning no coins to worry about (those prices already include tax).

When football fans learned of the food prices back in May, they went nuts, and the [news went viral](#). But fans may be surprised to learn that this NFL team’s food price idea came from... golf. “Part of the inspiration came from The Masters,” says Mike Gomes, VP of fan experience for the stadium. “It’s one of the most exclusive places to go, and people who go don’t talk about the azaleas or the 16th hole, they talk about how low the food and beverage pricing is.” (The Masters, in Augusta, Ga., is known for its \$1.50 pimento cheese sandwiches and \$4 beers served in plastic souvenir cups.)

Yahoo Finance visited the stadium before the team’s final preseason game to get the full story on the surprising strategy.



Fans order food at Mercedes-Benz Stadium before an Aug. 31, 2017 Atlanta Falcons preseason game.

How can the Falcons afford it?

Gomes says the “fan-friendly pricing” idea was in the works for years, even before the groundbreaking ceremony on the property back in 2014. Falcons owner Arthur Blank and CEO Rich McKay wanted to do something radical with food pricing because, as Gomes puts it, “Ballparks, arenas, movie theaters all overcharge us, and we all became used to it... that you get gouged. And we wanted to say, ‘It doesn’t have to be what you’ve always been used to.’” The stadium has 673 “points of sale,” including food stands as well as alcohol-only stands, and 100% of the stands have the an-first pricing, meaning the \$2 hot dogs, \$3 vegan hot dogs, \$2 bags of popcorn, \$5 cheeseburger, and so on. (Not every stand offers every item.) Of course, there are also \$9 craft beers, \$8 double cheeseburgers, and other higher-end items. But the idea was to not offer the low-price items at a limited number of stands.

In other words, it isn’t a short-term PR stunt. Gomes says people keep asking him, “Is this a 1-year thing,

Is this a gimmick to get people in the building? It’s not. This is a forever pricing model.” It isn’t just a Falcons model either: it’s the locked-in pricing model for all events at the stadium, which will include MLS

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games, and concerts—and Super Bowl 53 in 2019. So, how can the Falcons afford to set the food prices so low? PSLs, or personal seat licenses, help offset the cost. As is the model at most new NFL arenas these days (dating back to when the Carolina Panthers used them to raise money for the team's new \$250 million stadium in 1996), season tickets at the Falcons' new home require purchasing a PSL, or personal seat license, which guarantees you first dibs on a certain seat for any event at the stadium. Think of it as a membership fee you pay each year, on top of the price of your actual tickets. (Or think of it like paying for an annual gym membership, and also paying a fee for every class you take there.) It is akin to leasing your seat from the stadium. And the revenues from PSLs go to the stadium, whereas revenue from game tickets is shared with the league.

The [PSLs at Mercedes-Benz Stadium](#) aren't nearly as pricey as they are at other new NFL venues in larger markets, but they aren't cheap: the entry-level starts at \$2,500 per year, per seat, and the highest level is \$45,000 per seat. PSLs [have generated more than \\$250 million in revenue](#) for the team.

At a typical Falcons home game this season at their new \$1.6 billion arena, the team says an estimated 70% of the fans in seats will be season ticket-holders. Yes, the Falcons will make a lot less money on their concessions at first, but make no mistake: the team will still cut a profit. "Are we making less money than we otherwise would have, is Arthur making less money? Yes, he is," says Gomes. "But he believes in the long-term relationships we're establishing with our fans." Gomes says that the team knew fans would be excited about these prices, but still didn't quite anticipate the level of national interest. He also says the team wasn't necessarily trying to create a broader shake-up.

"We're not trying to change the industry—if that happens, great," he says. "We're trying to do something for the fans that come to this building." But a shake-up is what the Falcons may have started. The food pricing at this stadium has ripple effects to come, small and large: on fan behavior at the stadium; on other teams' new arenas in the future; and on the sports concession industry. Start with Falcons fans. With prices this low, might they tailgate for a shorter time, and come into the stadium earlier, and might they end up drinking more beer per person? Those are questions the team has had to consider and anticipate. Getting fans into the stadium earlier than usual may be a good thing for safety purposes: fewer bottlenecks in the minutes just before kickoff, when fans usually come in after tailgating for as long as they can. "We do have the opportunity to have fans who, instead of finding a local sub shop to go get a sandwich because the food's too expensive, come here," Gomes says. As for the \$5 domestic draft beers, he says, "The goal isn't to encourage people to drink more. We were conscious to not all of a sudden go to nickel beer night."

And the concession business model at the stadium is somewhat radical for traditional sports arenas. In the typical model, a concessionaire pays the team or stadium an upfront fee, and takes on all the capital risk and staffing responsibility, which leads to high food prices, because the concessionaire needs to recoup its investment. At Mercedes-Benz Stadium, the Falcons and owner Arthur Blank are taking on those risks, and paying a concessionaire, Levy Restaurants, only to help manage operations, not supply the food, equipment, or staff. That means the Falcons are paying the concessionaire a lower fee, and can pass those savings on to fans. "The concession business model we have here is different than anywhere else in sports," Gomes says. All of this is exciting for Falcons fans, and it brings the team a lot of positive buzz, but it could be risky. The \$5 beers could lead to overly inebriated fans; the experiment and all of the attention could annoy other NFL owners, who may feel pressure to follow suit at their new arenas; the quality of the food could collapse over the course of the season.

But for now, the prices are earning the team good vibes with its fans, after it blew a 25-point lead in Super Bowl 51 last February. Multiple fans at the stadium on Aug. 31 told Yahoo Finance they showed up for the game much earlier than they normally would, lured by the low food prices. "We'd be lying to you if we said we've got it totally under control," Gomes says. "The first several events will be bumpy, in terms of not only our execution but non-typical fan behavior patterns. We'll learn a lot."

Daniel Roberts is the sports business writer at Yahoo Finance. Follow him on Twitter at [@readDanwrite](#).

Appendix B – Supporting Articles

Athletic stadiums try to boost attendance by offering up cheaper food prices

Published Sun, Sep 9 2018 9:00 AM EDT

[Ethan Kraft@ETHAN_KRAFT](#)

KEY POINTS

- Both the Detroit Lions and Atlanta Hawks have announced concession discounts to lure in fans.
- Experts say that food discounts are part of organizations' need to be 'quick and nimble' for consumers
 - As the NFL kicks off its regular season, some sports teams are experimenting with a secret ingredient to help reverse declining attendance: cheaper food.
 - Recently, the Detroit Lions announced concession discounts for the first hour after gates open at the stadium, with \$5 beers and lower-priced meal combos available at certain stands throughout the rest of the game. Lions Team President Rod Wood explained in a statement that the team's program aims to serve fans "without hurting the quality or speed of service."
 - To be sure, concession sales are relatively inconsequential to an athletic team's overall revenue, experts say. Still, cheaper prices can provide a sentiment boost; and for fans vacillating on whether to spend money on a game ticket, it can work as an added incentive.
 - With an increasing number of fans opting to watch in the comfort of their own homes, arenas are facing more competition than ever for getting fans through the door. The dynamic "speaks to the incredible amount of competition that exists for consumer share of mind and wallet," said Columbia University sports management professor Scott Rosner.
 - In July, the NBA's Atlanta Hawks announced plans to slice concession stand prices in half, becoming the first professional basketball team to offer what it called "fan-friendly" pricing.
 - The move comes as the team – which last season suffered the worst attendance record [in professional basketball](#) – awaits the completion of a \$193 million renovation of State Farm Arena that management hopes will help excite the fan base and fill seats.
 - The Hawks are Atlanta's third pro franchise to offer cheaper food stand prices, following moves a year earlier by the NFL's Falcons and Major League Soccer's Atlanta United, when they moved into the new Mercedes-Benz Stadium.
 - Both teams topped fan satisfaction surveys that measure food and beverage experiences at sports venues. Meanwhile, Falcons data showed that average per-fan spending on concessions soared 16 percent over the 2016 season, with the trend continuing into last season.

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- Deep price cuts may cost stadiums needed revenue, but according to NYU sports management professor Wayne McDonell, it's a relatively low-risk bet. When fans are saving on concessions, they may be more willing to spend elsewhere, like on merchandise or tickets to other games, he said.
- “I think we saw that with the Falcons,” McDonell told CNBC recently, citing “the accessibility and affordability of food” as a way to help fans feel invested in the game.
- **Ticket sales tick up**
- Meanwhile, the phenomenon extends beyond the Big Peach: sports teams in Baltimore and Mississippi have recently announced similar price moves. Baltimore Ravens fans will get popcorn or a pretzel for \$3; while Mississippi State boosters can score a hot dog or nachos for as little as \$2.
- Mississippi State is already seeing some rewards from its food and beverage announcement, according to Leah Beasley, senior associate athletic director of external affairs, who spoke to CNBC ahead of the regular season.
- “We don’t know how much product we’re going to sell,” Beasley said, but the university has already seen an uptick in ticket sales, which she said “was a direct correlation to the concessions press release.”
- For all the positive outcomes, the initiatives are not without challenges. For AMB Group, the family organization which owns the Atlanta Falcons, the decision to cut costs for fans took more than changing numbers on a menu board. It’s not an easy decision given that vendors make their money on high-priced food that irks fans who are forced to dig deep into their pockets.
- “The only way concessionaires can make back their investment and squeeze out a few points of margin is to charge high prices,” said Columbia University’s Rosner.
- AMB Group sought to take full control of the model, set the prices itself and team up with a company that would manage the business on game day. “We wanted to own the business ourselves, so we were looking for partners to come in and advise us and to manage the business,” said AMB Group COO Greg Beatles. Ultimately, the company partnered with Levy Restaurants, one of the nation’s largest stadium vendors.
- Beatles described the process of presenting the model at league business meetings, saying, “Most of the people in those rooms might’ve thought that we were crazy or still think that we’re crazy.” Yet the early success of AMB Group’s food and beverage program prompted more and more teams to ask for information about it, he told CNBC.

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- Atlanta Falcons quarterback Matt Ryan rolls out during the game between the Atlanta Falcons and the Jacksonville Jaguars.
David Rosenblum | Icon Sportswire | Getty Images
- The [\\$1.6 billion Mercedes-Benz Stadium](#), which replaced Atlanta's 25-year-old Georgia Dome, was built with food and beverage in mind. The structure features larger concourses to make room for longer queues, 26 percent more stands with cooking capacity than in the dome and state-of-the-art point-of-sale technology.
- Some teams don't yet have the infrastructure for those changes, Beatles said. "There are teams that have told us they're really interested in doing this, and in some cases we've advised them, 'Hey, you need to wait until you can do these renovations.'"
- Each of the teams that have announced such price cuts cited a desire to enhance the fan experience, indicating their wish to go beyond game play to reel fans in. State Farm Arena, for example, will have a courtside bar, a barbershop and golf simulation suites.
- Counterintuitively, some are also betting on some *higher*-priced food items. State Farm Arena has brought in an executive chef to improve high-end food offerings, and will debut a restaurant concept from country music singer Zac Brown.
- Visitors to Mercedes-Benz Stadium can pick from several Atlanta restaurateurs and chains that have stands there, which is appealing to fans who aren't just looking for the cheapest option, Beatles said. "There's some gourmet options that the foodies love coming in early and trying."
- NYU's McDonell said the food pricing structure showed how "Teams need to be quick and nimble. They need to be able to adapt to the needs of consumers."

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\$5 beer is coming to Blue Jays home games, but it probably won't be easy to score

The Toronto Blue Jays are introducing \$5 beer and hot dogs at the Rogers Centre, but you'll probably have to brave some long lines to score those kinds of deals.

CBC News · Posted: Mar 13, 2019 2:33 PM ET | Last Updated: March 13



The \$5 beer deal covers 355-millilitre cans of Budweiser and Bud Light. (Mark Blinch/Canadian Press)

The Toronto Blue Jays are introducing \$5 beer and hot dogs at the Rogers Centre, but you'll probably have to brave some long lines to score those kinds of deals. Under the season-long promotion — called "Dugout Deals" by the Jays — three concession stands around the stadium will offer a selection of "ballpark favourites" for \$5 or less, including taxes. That's one location for each level of the ballpark. The \$5 prices will include 355-millilitre cans of Budweiser or Bud Light beer. A 473-millilitre "tall boy" typically costs upwards of \$12 at the Rogers Centre. [Beer prices have sports fans' heads spinning](#)

"This season, our team has been focused on understanding our fans better — listening to their feedback, learning what is important to them, and delivering on the kind of experience they are looking for at Rogers Centre," wrote Andrew Miller, the team's executive vice president of business operations.

The Jays will also sell \$1 hot dogs on the first Tuesday home game of each month this season. Unlike the ongoing \$5 promotion, the loonie hot dogs will be available at all concession locations on the concourse level. The introduction of cheaper concessions come as the team enters what appears to be a rebuilding phase after several years of World Series contention and postseason appearances. Most of the key players from the Blue Jays' 93-win squad of 2015 are no longer with the team, including Jose Bautista, Edwin Encarnacion, Josh Donaldson, Troy Tulowitzki, David Price and R.A. Dickey. Star prospect Vladimir Guerrero Jr. is also unlikely to open the season on the team's major league roster, due in part to a recent injury.

Appendix B – Supporting Articles

Why are Georgia taxpayers paying \$700m for a new NFL stadium?

The hot dogs at the gleaming new \$1.6bn home of the Atlanta Falcons may be cheap, but the way major sports drain tax dollars is an enduring scandal

Neil deMause

Fri 29 Sep 2017 09.00 BST Last modified on Wed 8 Nov 2017 17.25 GMT



The Falcons' gleaming new stadium may have drawn as much as \$700m from the public coffers.

Photograph: Kevin C. Cox/Getty Images

The Atlanta Falcons' new stadium, which hosts its fourth ever [NFL](#) game on Sunday, is a technological marvel: the iris-shaped retractable roof; the mammoth video "halo board" that rings the ceiling aperture; the concession stands that sell hot dogs for a throwback \$2 price. And, best of all, the \$1.6bn edifice cost Georgia taxpayers a relatively inexpensive \$200m.

Or the stadium cost the public at least \$700m, [more than any other building in NFL history](#). Definitely one of those.

The funding saga for Mercedes-Benz Stadium points up the elusive nature of US public sports subsidies in the modern age. A couple of decades back, a team owner could just go before a city council or state legislature and ask for a check. That's how the Georgia Dome, the Falcons' previous home [scheduled to meet the wrecking ball in November](#) at age 25, was built: a \$214m gift from the state treasury. These days, though, elected officials are slightly warier of handing over a simple wad of bills – and sports owners have grown more clever at obscuring their demands.

Appendix B – Supporting Articles



NFL owners 'are afraid of their players, and I think it's disgraceful' – Trump

The Falcons story begins in early 2013, when team owner Arthur Blank was seeking \$300m in state hotel tax money toward a new stadium to keep up with the Dallas Cowboys' recently opened \$1.15bn home (itself aided by \$325m in city sales taxes). Running into [public criticism](#), he announced a compromise: He'd [settle for a mere \\$200m](#), covering the rest out of his own pocket.

But there was a catch. Thanks to a clause buried deep in the stadium agreement, Blank would get to convert this initial subsidy into a gift that kept on giving: Any hotel-tax money collected after the first \$200m would be put into a "[waterfall fund](#)" that the team could use for future "maintenance, operation and improvement" of the new stadium. Since those would normally be team costs, this meant Blank would get to stick taxpayers with the bills for future upgrades to his new playpen.

Blank eventually acknowledged the present value of all this future money would be "[close to \\$700 million](#)." Add in a handful of other goodies – \$30 million in sales tax rebates on construction materials, \$24m in city-provided land, a pedestrian bridge that was supposed to cost \$12 million but ended up coming in at almost twice that – and the final public tab could end up clearing three-quarters of a billion dollars.

If there's one lesson that concerned citizens and sports fans should take from all this, it's to check the fine print. When University of Michigan urban planning professor Judith Grant Long conducted [an exhaustive study](#) of the total public expense on sports venues built in recent years, she found hidden costs added 40% on average to the public's official price tag. (One of the more memorable cases: the New York Yankees' new stadium, initially sold as being entirely privately funded, ended up costing the city and state [more than \\$800m](#) to relocate parks, building parking garages, and provide other sundries.)

Appendix B – Supporting Articles

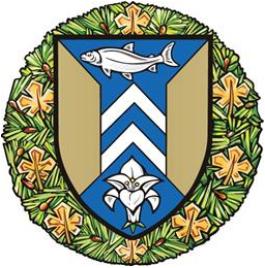
In exchange, the public gets to experience flashier video boards and more ergonomic cupholders – and, almost invariably, heftier ticket prices. As for providing an economic boost to their host cities, though, 30 years of academic studies have found little if any upside: whether you tally sales taxes, income taxes, or per-capita income, they all remain stubbornly flat when a new venue opens.

“There is absolutely no way Georgia will earn back \$700m, at least in the lifetime of any local taxpayer,” says West Virginia University economist Brad Humphreys. Money spent at stadiums, he notes, is mostly redirected from elsewhere in the same area so if Atlantans spend more at Falcons games, that’s offset by them spending less at local restaurants or at the movies. And while Blank will reap the rewards of new luxury suites and all the ads on those giant video boards, Atlanta won’t see any of this revenue: The Falcons are paying neither rent nor property taxes on the stadium.

This – socialize the costs, privatize the profits – has been the common scenario in US sports ever since the late 1980s, when team owners, following in the footsteps of auto manufacturers and computer chip plants, discovered they could extract tax breaks and even direct cash grants from mayors eager to promote “economic development.” (The timing was anything but random: Cuts by President Reagan to federal funding of cities had led local officials to try anything and everything in search of an economic boost.) Though these stadium gambits aren’t always successful, when they are, the payoffs are bigger than ever: The Falcons’ record payday will soon be eclipsed by the \$750m (plus likely the cost of [new roads and other infrastructure](#)) that Nevada is bestowing on Oakland Raiders owner Mark Davis for a new stadium in Las Vegas.

There have been some more hopeful signs of late that the stadium subsidy game may be facing, at the very least, some new pushback: The mayor of Anaheim [successfully rejected a demand](#) from Los Angeles Angels owner Arte Moreno for \$245m worth of free land; Seattle has [pitted multiple arena developers against each other](#) to get the best deal possible; the mayor of Calgary has insisted that any plan for a new hockey arena [allow taxpayers to recoup their costs](#). But then there are the Falcons and Raiders deals, and undoubtedly more lined up to follow. So, Atlanta football fans, eat all the cheap hot dogs you can – you’re already paying for them.

- *Neil deMause is a Brooklyn-based freelance journalist who writes for books, magazines, and newspapers on mainly New York City’s social policy issues.*



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: **Mayor Christian Provenzano and Members of City Council**
AUTHOR: **Sean Halliday, Researcher, Local Immigration Partnership**
DEPARTMENT: **Community Development and Enterprise Services**
RE: **Coalition of Inclusive Municipalities (CIM)* Committee Terms of Reference (*formerly “Canadian Coalition of Municipalities against Racism and Discrimination” (CCMARD))**

PURPOSE

The purpose of this report is to obtain City Council approval for the creation of the CIM Committee as per the supplied Terms of Reference.

BACKGROUND

In consultation and collaboration with the Mayor’s Office and the Clerks’ Office, the Terms of Reference (ToR) has been developed by the Local Immigration Partnership to more clearly express the roles, responsibilities and structure of the CIM Committee. The ToR was developed in response to the following resolution, passed by City Council on March 4th 2019:

Whereas provincial population projections from the Ontario Ministry of Finance indicate that the Algoma region’s population is expected to continue to decline to the year 2041 at a rate that is the most precipitous in the Northeast region, while the province as a whole is projected to see an overall population increase; and

Whereas the report identifies migration as the most important factor contributing to population growth as a whole; and

Whereas the City of Sault Ste. Marie has previously called for the implementation of an immigration pilot program as a means to expedite immigration; and

Whereas as the City of Sault Ste. Marie is a member of the Canadian Coalition of Municipalities against Racism and Discrimination; and

Whereas this network brings together municipalities that endeavour to improve their policies against racism and discrimination, undertaking initiatives in an effort to build welcoming communities; and

Whereas the Local Immigration Partnership is a community-wide multisectoral partnership, working to strengthen the community's capacity to welcome newcomers and improve integration outcomes through enhanced economic, social, political and civic participation; and

Whereas the Local Immigration Partnership has expressed an interest in forming a committee comprised of stakeholders working to advance these efforts; and

Whereas the City of Sault Ste. Marie, under the “Quality of Life” focus area in the 2016 – 2020 corporate strategic plan states; “We embrace newcomers. One of our key priorities is civic engagement as we plan, communicate and deliver municipal services. Diversity generates new ideas, perspectives, and new frontiers for community growth.”

Now Therefore Be It Resolved that City Council endorses the Local Immigration Partnership forming a committee tasked with furthering the development of a welcoming community where everyone feels accepted, valued and encouraged to be active contributors by promoting diversity and identifying opportunities to facilitate the advancement of the successful transition of newcomers to the city.

ANALYSIS

The CIM Committee membership has been organised to ensure broad representation of the City's organizational structure and to ensure that individuals with decision making authority are present on the committee.

FINANCIAL IMPLICATIONS

The financial implications of the Committee's work will depend on the areas of action developed by the Committee. Financial requests for action plans will be provided for Council's consideration in conjunction with the City's annual operating budget.

STRATEGIC PLAN / POLICY IMPACT

A number of areas under the 2014 – 18 Corporate Strategic Plan will be impacted:

Focus Area: Service Delivery. Sub areas “Delivering Excellent Customer Service”; “Eliminating Barriers and Streamlining Processes” and “Developing Employees”.

Focus Area: Quality of Life. Sub area “Welcome and Seek Out Immigration”

Focus Area: Community Development and Partnerships. Sub areas “Create Social and Economic Activity”; “Develop Partnerships with Key Stakeholders” and “Maximize Economic Development and Investment”.

Coalition of Inclusive Municipalities (CIM)* Committee Terms of Reference (*formerly

“Canadian Coalition of Municipalities against Racism and Discrimination” (CCMARD))

2019 07 15

Page 3.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the LIP Researcher dated 20-19 06 17 concerning Coalition of Inclusive Municipalities Committee be received and that the attached Terms of Reference be approved;

Further that Councillors _____ and _____, two Local Immigration Partnership staff, the FutureSSM Social Equity Coordinator, representatives from the Mayor’s Office, Corporate Services, Community Development and Enterprise Services, Legal Department, Accessibility Advisory Committee and Police Services be appointed to the said Committee from June 17, 2019 until December 31, 2020.

Respectfully submitted,

Sean Halliday

Researcher, Local Immigration Partnership

705.759.5752

s.halliday@cityssm.on.ca

Coalition of Inclusive Municipalities (CIM)

Committee Terms of Reference

CORPORATION OF THE CITY OF SAULT STE. MARIE CIM
COMMITTEE

June 1st 2019

Cities are the main focus of ethnic and cultural mixing. They are an ideal place to develop policies, and implement concrete strategies and actions to eliminate racism. By eliminating racism and multiple forms of discrimination, cities are able to build inclusive and respectful societies where everyone has an equal opportunity to participate in the economic, social, cultural, recreational, and political life of the city.¹

COMMITTEE STRUCTURE

The role of the Committee is to develop an action plan to work towards achieving the ten CIM commitments.

¹ Canadian Commission for UNESCO. (2006:2). Call for a Coalition of Municipalities against Racism and Discrimination

In creating this action plan, the Committee will seek to engage the staff of the Corporation of the City of Sault Ste. Marie to identify and address issues concerning equity and discrimination internally. By being a leader, an example, an ambassador and a mentor, we will actively and passively promote equity, anti-racism and anti-discrimination measures in the community.

The CIM Committee is a committee of Council and as such, is subject to the City of Sault Ste. Marie's procedure bylaw.

1. Membership

Membership shall reflect the administrative organizational structure of the Corporation of the City of Sault Ste. Marie ("the City") including representatives of the Mayor's Office, City Council and the Local Immigration Partnership (LIP) and Sault Ste. Marie Police Services. Key stakeholders from the community who represent end users of City services as well as from historically marginalized groups shall be asked for input as a resource as and when required in order to support diverse, equitable and representative decision making.

- Each member department/organization appoints a representative to attend CIM meetings and to participate in the work of the committee, and is the contact for that City department or external organization where applicable. If the representative leaves their organizational role, they must inform the CIM committee chair in order that a successor can be appointed.
- The appointed person should be able to represent the department/organization for an extended period and, in general, must be able to act in a decision making capacity at the CIM table.
- A member department/ organization may send more than one person to a CIM meeting as a resource. This is particularly useful if the agency has multiple sites, or delivers services to multiple communities. (See voting)
- The CIM committee may invite members from other community organizations as guests, participants or speakers to further the planning process, or to obtain specific and timely information.
- The term of committee membership shall be two years.

2. Roles and Responsibilities of Members

- Participate fully in planning and coordination, including creation and implementation of a CIM

Action Plan

- Promote the 10 Common Commitments of CIM (Appendix A)
- Inform the table when unable to make decisions without referring back to their department/agency
- Make decisions and act in the best interests of the community of Sault Ste. Marie
- Share data, best practices and provide information to the committee
- Collaborate with other agencies
- Inform the committee of ongoing actions and achievements as they relate to the Action Plan and the 10 Common Commitments
- Attend CIM meetings on a regular basis
- Represent the interests of their particular agency and its clients
- Participate in planning and coordination
- Come to meetings prepared – read minutes, agenda items, ready to discuss items and make decisions
- Treat all members and ideas with respect
- Respect confidentiality when appropriate, subject to open meeting provisions of Municipal Act
- Share responsibility to ensure the work of the action plan is carried out
- Share opinions, experiences, knowledge and ideas
- Listen to others and allow time for opposing views.
- It is the responsibility of the member to inform the committee chair if special accommodations are required.

3. Governance

The CIM process is inclusive. Members follow the provisions of Canada's Charter of Rights and Freedoms, as well as federal, provincial and territorial codes. Within the limits of available resources, members make every effort to involve women, people of colour, persons with disabilities, Francophones, Indigenous people and LGBTQ+ people in the planning process.

3.1. Role of the Chair

The Chair of the CIM Committee will ensure the timely delivery of all Committee agendas and minutes and will serve as the chair of Committee meetings. The Chair will call the meeting to

order and ensure appropriate procedures are followed. The Chair will also be responsible for the delivery of Committee reports and recommendations to Committee. The Chair will serve as the representative of the committee at official functions, and may delegate this role to the Vice Chair or other committee members as required. The Chair is a voting member.

3.2. Role of the Vice Chair

If the designated Chair is not available for a meeting, the Vice-Chair (referred to as the Acting Chair) will be responsible for convening and conducting the meeting. The Acting Chair is responsible for informing the Chair as to the salient points/decisions raised or agreed to at that meeting.

3.3. Role of the Secretary

The Secretary will have the following responsibilities:

Agendas: Collect agenda items and issue the Agenda and any required papers.

Minutes and Action Items: Prepare and issue Minutes and action items within five (5) working days of each meeting; maintain and track Action Items.

Committee Documents: Gather input from committee members and issue documents in a timely fashion.

3.4. General Administration

3.4.1. Agenda Items

All Committee agenda items must be forwarded to the Committee Secretary within five (5) working days prior to the next scheduled meeting.

The Committee agenda, with attached meeting papers will be distributed at least three (3) working days prior to the next scheduled meeting and will also be posted on the website.

Additional items may be discussed under “other business” if time permits at the discretion of the chair.

3.4.2. Minutes/Papers/Recommendations

Minutes of open meetings of the Committee are public documents. The Committee will report annually via progress updates to City Council.

3.4.3. Frequency of meetings

The Committee will meet on a quarterly basis or at the call of the Chair.

3.4.4. Term

The term of the Committee shall be for two years.

3.4.5. Meetings and Decision Making Process:

- A meeting schedule for the operating year (September through August) will be drafted in September of each year and approved by the Committee.

3.4.6. Quorum

- As stated in procedure bylaw

3.4.7. Voting

- As stated in the procedure by-law.

Committee Members

City Councillor 1

City Councillor 2

Mayor's Office

LIP Staff Member 1

LIP Staff Member 2

FutureSSM – Social Equity Coordinator

A representative of the Deputy CAO/City Clerk - Corporate Services

A representative of the Deputy CAO – Community Development & Enterprise Services

A representative of the Sault Ste. Marie Police Services

A representative of the City Solicitor

A representative of the Accessibility Advisory Committee

Appendix A

The 10 “common commitments” relate to three primary areas of municipality responsibility:

a) The Municipality as a Guardian of the Public Interest

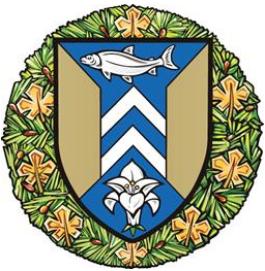
1. Increase vigilance against systematic and individual racism and discrimination;
2. Monitor racism and discrimination in the community more broadly as well as municipal actions taken to address racism and discrimination;
3. Inform and support individuals who experience racism and discrimination;
4. Support policing services in their efforts to be exemplary institutions in combating racism and discrimination

b) The Municipality as an Organization in the Fulfillment of Human Rights

5. Provide equal opportunities as a municipal employer, service provider and contractor;
6. Support measures to promote equity in the labour market;
7. Support measures to challenge racism and discrimination and promote diversity and equal opportunity housing

c) The Municipality as a Community Sharing Responsibility for Respecting and Promoting Human Rights and Diversity

8. Involve citizens by giving them a voice in anti-racism initiatives and decision-making;
9. Support measures to challenge racism and discrimination and promote diversity and equal opportunity in the education sector and in other forms of learning;
10. Promote respect, understanding and appreciation of cultural diversity and the inclusion of Aboriginal and radicalized communities into the cultural fabric of the municipality



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Pedestrian Crossing – Queen Street at Churchill Boulevard

PURPOSE

The purpose of this report is to obtain Council approval to increase the project budget for the provision of a new pedestrian cross-over on Queen Street at Churchill Boulevard.

BACKGROUND

In the 2019 capital budget, Council authorized the construction of a pedestrian cross-over on Queen Street at the west side of Churchill Boulevard where the Hub Trail crosses Queen Street.

ANALYSIS

The original budget provided for this crossing was \$30,000. During design, it became evident that PUC costs to provide lighting in accordance with standards were significantly higher than anticipated. Costs for PUC Distribution Inc. electrical distribution system is estimated at \$17,900 and costs for the PUC Streetlight System will be an additional \$9,400 for a total additional cost of \$27,300.

Given that the increase in costs exceeds 10 percent and there are no minimum thresholds for staff approval, the procurement by-law requires Council approval. \$9,400 can be covered by the annual streetlight capital budget. Approval is sought this evening to allocate \$13,900 from the \$50,000 unforeseen allowance in the 2019 Miscellaneous Construction budget.

The procurement by-law also requires that Council approve that the lighting work be sole-sourced to the PUC based on the absence of competition as construction can only be provided by the PUC.

FINANCIAL IMPLICATIONS

Estimated costs and recommended funding is summarized below:

Estimated PXO costs:	\$26,000
Estimated PUC Lighting costs:	<u>\$27,300</u>
Total:	\$53,300

Pedestrian Crossing – Queen Street at Churchill Boulevard

2019 07 15

Page 2

Original approved budget:	\$30,000
Available in approved annual streetlight capital budget:	\$ 9,400
Miscellaneous Construction – unforeseen:	<u>\$13,900</u>
Total:	\$53,300

STRATEGIC PLAN / POLICY IMPACT

The provision of this pedestrian crossing is linked to the infrastructure component of the strategic plan.

RECOMMENDATION

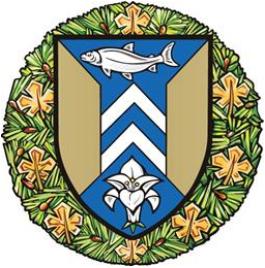
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2019 07 15 concerning the Queen Street PXO at Churchill Boulevard be received, and that the recommendations to allocate \$13,900 of the 2019 miscellaneous construction budget, and sole-sourcing the streetlight distribution work to the PUC, be approved.

Respectfully submitted,



Don Elliott, P. Eng.,
Director of Engineering
705.759.5329
d.elliott@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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, Manager of Design and Transportation Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Contract 2019-7E - Central Street Aqueduct Repairs

PURPOSE

The purpose of this report is to obtain approval to award the Central Street Aqueduct Repairs Contract 2019-7E.

BACKGROUND

At the 2018 07 16 meeting of Council, Council accepted the Five Year Capital Road Reconstruction Plan (2019-2023) as information which includes the recommendation that portions of the small aqueducts on Farwell Terrace and Central Street be replaced in 2019 based on engineering recommendations from biennial structural inspections.

Tenders received for Contract 2019-7E were opened at a public meeting Thursday, May 30, 2019 in the Steelton Room of the Civic Centre. Present at the opening was Deputy City Clerk Rachel Tyczinski as well as City staff and contractor representatives.

ANALYSIS

A total of two (2) tenders were received which were found to be complete and valid. The low tender of \$1,634,943.20 (excluding HST) was received from 786222 Ontario Inc o/a Phillips Haulage.

FINANCIAL IMPLICATIONS

When non-recoverable HST and an allowance for engineering is added, the total project costs are anticipated to be \$1,811,270. This amount is above the allowance in the 2019 budget of \$1,300,000 for this project.

In an attempt to bring this project closer in line with available funds, the Engineering Division and STEM Engineering entered into a negotiation with Phillips Haulage to reduce the scope of work.

The recommendation is to delete the section of the contract that includes the Farwell Terrace aqueduct repairs which STEM Engineering confirms can be postponed until 2020. This reduced scope of work will result in a total revised tender value of \$887,236, which

Central Street & Farwell Terrace Aqueduct Repairs

2019 06 17

Page 2

brings the total project costs to **\$1,050,400** which is below the allocation of \$1,300,000 in the 2019 road construction budget.

STRATEGIC PLAN / POLICY IMPACT

Rehabilitation of aqueducts is linked to the existing infrastructure component of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2019 07 15 concerning the Central Street Aqueduct repairs, be received and that Contract 2019-7E be awarded 786222 Ontario Inc o/a Phillips Haulage; and that the Farwell Terrace aqueduct repairs be removed from this contract in order to reduce cost.

By-law 2019-145 authorizing execution of Contract 2019-7E and By-law 2019-146 authorizing the road closure of Central Street between Dyment Street and Bonney Street from July 22, 2019 to October 31, 2019 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Manager of Design and Transportation
Engineering
705.759.5379
c.rumiel@cityssm.on.ca

June 11, 2019

STEM Project # 18225

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

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

Subject: **2019 Aqueduct Partial Replacements**
Contract No. 2019-7E Tender Recommendation

We have reviewed the tenders received by the City Clerk's office on Thursday May 30, 2019 for the above contract and comment as follows:

1.0 Introduction

Contract No. 2019-7E – 2019 Aqueduct Partial Replacements consists of approximately 50 metres of small aqueduct replacement on Central Street at Dyment St. intersection plus one additional segment, as well as approximately 50 metres of small aqueduct replacement on Farwell Terrace at Hocking and two additional segments near Devon Road.

The tender advertisement was published in the Sault Star on Saturday, May 11, 2019 to notify prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

During the tender period, there were some questions from plan takers relating to the scope of work and the technical specifications. Two (2) Addenda were issued by the Consultant to address these issues and questions raised by the plan takers.

2.0 Summary of Tenders

Two (2) Contractors submitted sealed tenders for Contract No. 2019-7E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday May 30, 2019. The tenders were publicly opened at 3:15 p.m. on the same day by Rachel Tyczinski (Deputy City Clerk) in the presence of City and Consultant staff and Representatives of the bidding Contractors.

The opened Tenders were checked for the required tender deposit and agreement to bond and the Total Tender Prices were recorded.

The following were the results of the submitted Total Tender Prices, excluding HST,

1. Phillips Haulage (786222 On Inc.) \$1,634,943.00 (No Correction Needed)
2. Palmer Construction \$1,734,182.90 (No Correction Needed)

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. The following specific comments are noted:

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. No errors were found in two tenders submitted.
3. All tenders complied with submission of the required bid security of 10% of the total tender value
4. All tenderers submitted summaries of related work experience, supervisory staff, available construction equipment and proposed sub-contractors.
5. All tenderers provided an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds.
6. All tenderers confirmed receipt of Addendum No. 1 and Addendum No. 2.

4.0 Low Bidder Experience

The low bidder, Phillips Haulage (786222 On Inc.), is a Local General Contractor. The owner (Grant Phillips) has worked on similar city projects in the past.

Phillips Haulage has indicated that most of the work will be done by their own forces. The main exceptions being Cast-In Place Concrete which will be done by Ontario Concrete, and Asphalt Paving which will be done by Palmer Construction.

5.0 Tender Estimate

The low tender amount of \$1,634,943.00 (excl. HST) is higher than the Engineer's tender estimate by \$255,195.20 (excl. HST).

6.0 Modified Scope Pricing

Due to budget considerations, the scope for the project has been reduced to the Central Street work only. The reduced scope has resulted in a modified Total Tender Price of \$887,236.20. The second low bid, when adjusted for the modified scope, comes to \$914,390.30

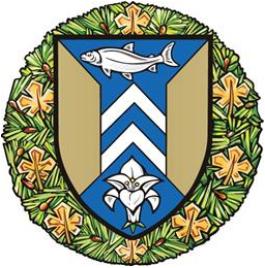
7.0 Conclusions

Based on our review of the tenders submitted and subsequent modified scope pricing we recommend Phillips Haulage (786222 On Inc.) be awarded the contract at the modified scope Total Tender Price of \$887,236.20. Upon approval of the by-law by council STEM will prepare the contract for execution.

Regards,



Dan Bertolo
Senior Technologist



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: Deeming By-law – St. Mary's Subdivision, Plan 310 (127 Church Street) (The Perzia Group Ltd.)

PURPOSE

The purpose of this report is to bring to Council a request received from Mr. Frank Provenzano, the Solicitor for the owners of Lt 14-15, PL 310 St. Mary's (127 Church Street).

ATTACHMENT

Attached as Schedule "A" is a map of the subject property.

BACKGROUND

Mr. Provenzano, Solicitor for the owners of Lt 14-15 St. Mary's (civic 127 Church Street) has requested that the City pass a Deeming By-law under Section 50(4) of the *Planning Act* for this property. The effect of the Deeming By-law, once it is registered on title, would result in this property being treated as one block of land and it could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

ANALYSIS

The request has been circulated to Don McConnell, Planning Director, Freddie Pozzebon, Chief Building Official, Maggie McAuley, Municipal Services Engineer and Michelle Kelly, Secretary-Treasurer, Committee of Adjustment, none of whom have an objection to the request that a Deeming By-law be passed in respect of these properties.

FINANCIAL IMPLICATIONS

Approval of this report will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

Deeming By-law – St. Mary's Subdivision, Plan 310 (127 Church Street) (The Perzia Group Ltd.)
2019 07 15
Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that By-law 2019-142 which has the effects of deeming Lt 14-15, Pl 310, St. Mary's Subdivision as no longer being part of a plan of subdivision be recommended for approval. By-law 2019-142 appears elsewhere on the agenda.

Respectfully submitted,



Karen Fields,
City Solicitor

KF/lv
Attachment

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\Deeming By-law - St. Mary's Subdivision-127 Church St.docx

Schedule "A"



MAP TITLE

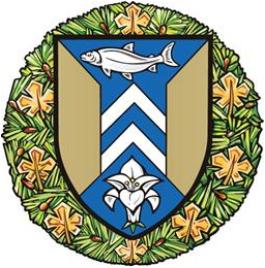
The Corporation of the City of Sault Ste. Marie
Legal Department
June 17, 2015

This map is for general reference only.

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: PR6 – Deeming of 682 & 684 Albert Street West

PURPOSE

The purpose of this report is to bring to Council a request received from Mr. Brandon Wright for the owner of LT 19 PL 21500 ST. MARY'S; SAULT STE. MARIE (684 Albert Street West) and LT 20 PL 21500 ST. MARY'S; CITY OF SAULT STE. MARIE (682 Albert Street West).

ATTACHMENT

Attached as Schedule "A" is a map of the subject properties.

BACKGROUND

Mr. Wright, on behalf of the owners of LT 19 PL 21500 ST. MARY'S; SAULT STE. MARIE and LT 20 PL 21500 ST. MARY'S; CITY OF SAULT STE. MARIE (civics 682 and 684 Albert Street West has requested that the City pass a Deeming By-law under Section 50(4) of the *Planning Act* for these properties. The effect of the Deeming By-law, once it is registered and on title, would result in the properties being able to merge with abutting property.

ANALYSIS

A request was circulated to Don McConnell, Planning Director, Freddie Pozzebon, Chief Building Official, Maggie McAuley, Municipal Services Engineer and Michelle Kelly, Secretary-Treasurer, Committee of Adjustment, none of whom have objection to the Deeming By-law being passed in respect of these properties.

FINANCIAL IMPLICATIONS

Approval of this report will not impact municipal finance.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

PR6 – Deeming of 682 & 684 Albert Street West

2019 07 15

Page 2.

Resolved that By-laws 2019-139 and 2019-140 which has the effects of deeming LT 19 and 20 PL 21500 ST. MARY'S; SAULT STE. MARIE Murray Subdivision as no longer being part of a plan of subdivision be recommended for approval. By-laws 2019-139 and 2019-140 appear elsewhere on the agenda.

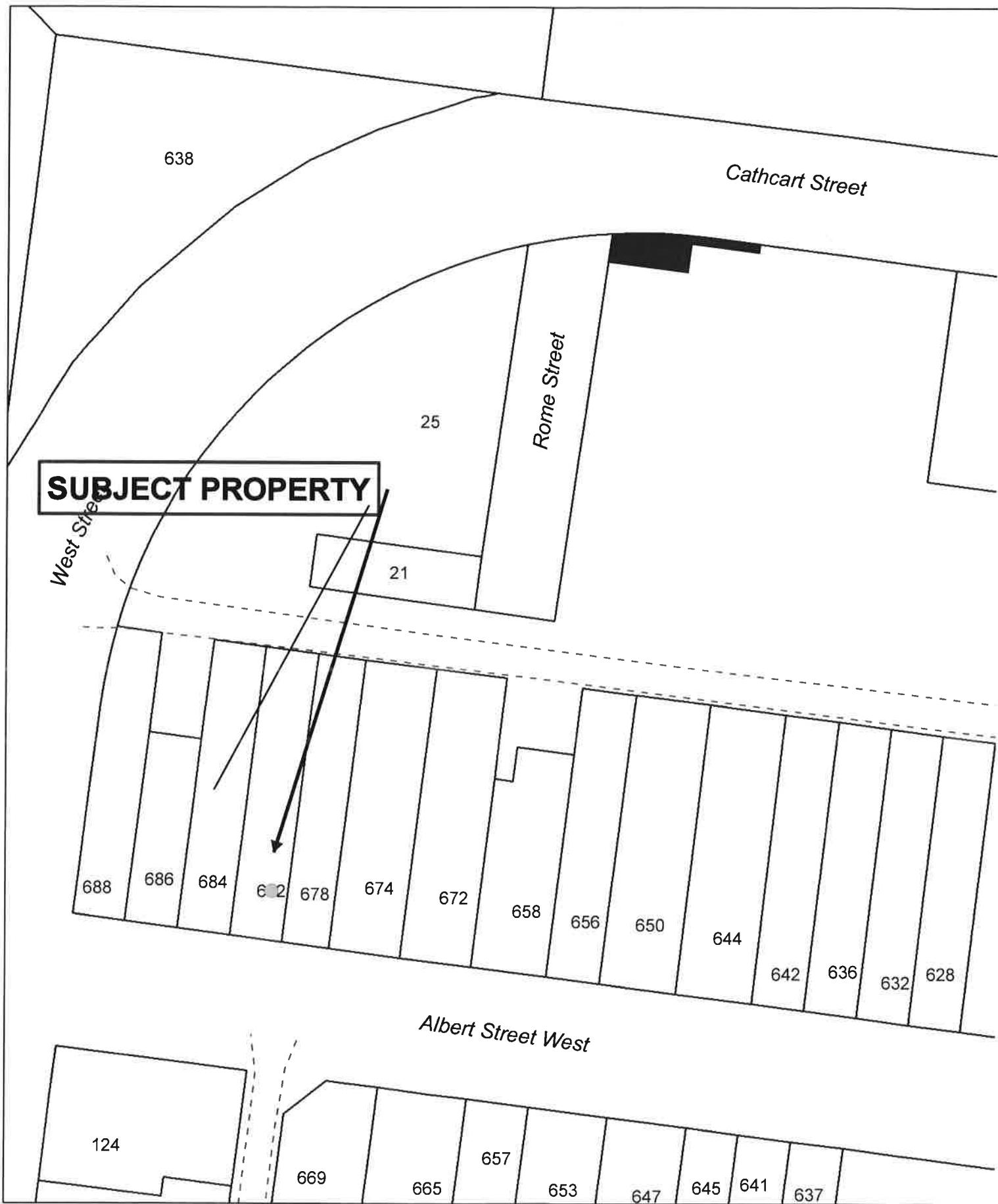
Respectfully submitted,

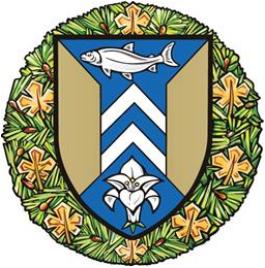


Karen Fields
City Solicitor

KF/tj
Enclosure

PR6\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2019\\Deeming 682 and 684 Albert Street West.docx





The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT: Legal Department
RE: 540 Albert Street Fourth Lease Extension and Amending Agreement

PURPOSE

The purpose of this report is to seek Council's approval of a Fourth Lease Extension and Amending Agreement between the City and Her Majesty The Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services ("MGCS") regarding a portion of 540 Albert Street, Sault Ste. Marie ("Extension Agreement").

BACKGROUND

The City and Her Majesty the Queen, in Right of Ontario, As Represented by the Chair of the Management Board of Cabinet entered into the Original Lease dated July 16, 1999 for a portion of 540 Albert Street, Sault Ste. Marie Ontario ("Leased Premises") for a period of five (5) years commencing July 16, 1999 and expiring on July 15, 2004. The Original Lease was extended on three separate occasions, as permitted thereunder, the most recently being the Third Lease Extension and Amending Agreement dated July 16, 2014 for the period commencing on July 16, 2014 and expiring on July 15, 2019.

Section 4(b) of the Third Lease Extension and Amending Agreement provides the Tenant with one (1) further option to extend the term of the Lease for five (5) years provided that the Tenant gives written notice of its intention to extend the Lease "at least six (6) months prior to the end of the Third Extension Term". At the City Council meeting held May 6, 2019, Council passed By-law 2019-104 which authorized a Lease Amending Agreement ("LAA") between the City and MGCS. This LAA deleted the requirement to provide six months' notice and replaced same with the requirement to provide notice "prior to June 1, 2019". On May 31, 2019, the City received the required notice from MGCS that it was

540 Albert Street Fourth Lease Extension and Amending Agreement

2019 07 15

Page 2.

exercising its option to extend the Term of the Lease for a further period of five (5) years, to commence on July 16, 2019 and expire on July 15, 2024.

ANALYSIS

The negotiated terms of the Extension Agreement have been circulated to Finance and the CAO's office and together with Legal, are recommended for approval. The relevant terms are as follows:

- (a) Leased Premises at 540 Albert Street shall remain at 6,108 square feet;
- (b) Extension Term shall commence July 16, 2019 and expire July 15, 2024;
- (c) Extension Agreement contains much like the previous agreements one further 5-year Extension Option for the Tenant, exercisable upon six (6) months' prior written notice to the Landlord;
- (d) There shall not be any requirement for the Landlord to complete any repairs, ie. paint/carpet, renovations, etc.;
- (e) Confirmation that no inducements were provided by the Landlord to enter the Extension Agreement;
- (f) Insurance sections have been updated to reflect the City's current requirements; and
- (g) Rent shall remain as currently paid, \$19.48 per square foot.

With respect to Rent payable, a review of the current availabilities and recent transactions completed in the local market has resulted in a "market rent" of approximately \$18.00-\$20.00 gross per square foot. MGCS noted that the current rent paid is already at the high-end of "market rent" and therefore, it is recommended that the Rent remain constant for the upcoming Extension Term.

FINANCIAL IMPLICATIONS

The Extension Agreement will continue to generate an annual revenue of One Hundred and Eighteen Thousand, Nine Hundred and Eighty-Three Dollars and Eighty-Four Cents (\$118,983.84) per year during the Extension Term of five years.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

540 Albert Street Fourth Lease Extension and Amending Agreement

2019 07 15

Page 3.

By-law 2019-144 is located elsewhere on the agenda and authorizes the Fourth Lease Extension and Amending Agreement between the City and Her Majesty The Queen in Right of Ontario as Represented by the Minister of Government and Consumer Relations and is recommended for approval.

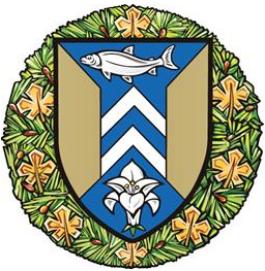
Respectfully submitted,

A handwritten signature in blue ink, appearing to read "M. Borowicz Sibenik".

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/tj

AG41\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2019\\Fourth Lease Extension and Amending Agreement 540 Albert Street (002).docx



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Johnson, Fire Chief

DEPARTMENT: Fire Services

RE: Comprehensive Risk Assessment and Fire Master Plan

PURPOSE

To provide Mayor and Council with an update on the approved Fire Master Plan (FMP). The FMP is the strategic plan for Fire Services for the delivery of Fire Protection Services for the City of Sault Ste. Marie for the next 10-year planning horizon. The FMP contains emphasis on strategies that support the sustainability of fire and emergency services that provide the most effective and efficient level of fire protection services for Sault Ste. Marie.

BACKGROUND

On March 19, 2018, Council approved the presented FMP by Dillon Consulting. Contained in the plan were nine (9) "Council Recommendations" and forty-four (44) "Operational Recommendations". Along with the recommendations, an implementation schedule was suggested. The schedule included a range of timelines; immediate term; 0 to 12 months, short-term; 12 to 24 months and mid-term; 24 to 48 months. Within the Province of Ontario and as prescribed by the Ontario Fire Marshal, the "three lines of defence" model has proven to be an effective strategy in reducing the number of fire related fatalities and injuries, and reducing the overall impacts of fire while enhancing the safety of Firefighters. The options and recommendations contained in the FMP are intended to optimize the use of the "three lines of defence"

All municipalities are subject to provincial legislation. The key pieces of legislation impacting the delivery of fire protection services include the Fire Protection and Prevention Act (FPPA) and the Occupational Health and Safety Act (OHSA). Stated in the FPPA is that every municipality shall: (a) establish a program for public education with respect to fire safety and certain components of fire

prevention and (b) provide fire protection services as it determines may be necessary in accordance with its needs and circumstances. The FMP establishes practices that coincide with the FPPA as well as industry best practices.

ANALYSIS

Senior Fire Management is following the proposed implementation schedule contained in the FMP. All immediate term “Operational Recommendations” with the exception of #7 *“that the Establishing and Regulating By-Law be updated and presented to Council for approval”* are complete. Contained in the immediate term recommendations were items such as:

- revised job descriptions;
 - appointment by-laws;
 - fire prevention policy;
 - home smoke alarm;
 - carbon monoxide alarm policy;
 - comprehensive training program for firefighters;
 - replacement of the telephone system

Senior Fire Management are now focusing on the short-term goals (12 to 24 months). These will include:

- developing an operating guideline committee;
 - adjustments to the annual report;
 - replacing the simplified risk assessment with new framework of the comprehensive risk analysis;
 - delivery of seniors public education programs;
 - strategies for managing false alarms and cost recoveries, to be included in the establishing and regulating by-law;
 - review current tiered response agreement for medical calls;
 - develop company officer training initiatives;
 - plan for live fire training;
 - Blue Card Incident Command Training;
 - adopt emergency vehicle technician certification for mechanical staff.

In order to successfully attain, implement and accomplish the goals and objectives within the FMP, there will be costs associated with the recommendations. Examples of these costs on an annual basis are:

- Company Officer Training, \$400-\$500 per Officer and up to eight (8) Officers per year Annual cost \$4,000
 - Emergency Vehicle Technician certification, \$400-\$500 for up to two (2) mechanics Annual cost \$1,000
 - Blue Card Incident Command Training, a comprehensive Officer training program for managing incidents, cost of the program is \$40,000 plus ongoing maintenance costs. Annual cost \$13,000

These costs will be requested in the 2020 budget process. Contained in the 2019 Capital Budget Requests was funding to proceed with Phase One - implementing Option 3, as the preferred fire station location and firefighter deployment model. As further information is attained regarding Phase One, a further report will follow to Mayor and Council outlining an implementation plan that will contain options for Council's consideration.

FINANCIAL IMPLICATIONS

There are no financial implications contained in this report. However, as stated above, there are costs associated with implementing the recommendations in the Fire Master Plan moving forward. These will be refined and presented for Council's consideration in the 202 Budget and future year budget recommendations.

STRATEGIC PLAN / POLICY IMPACT

The information and data to support the strategies contained in the FMP support the Corporate Strategic Plan in the area of Customer Service. The approval of the FMP as a strategic document will ensure a sustainable cost effective and efficient model of fire protection services for the City of Sault Ste. Marie.

RECOMMENDATION

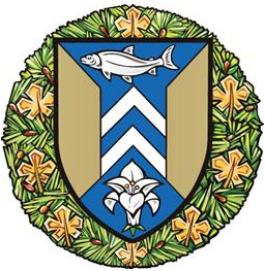
It is therefore recommended that Council take the following action:

Resolved that the report of the Fire Chief dated 2019 07 15 concerning the Fire Master Plan update be received as information.

Respectfully submitted,



Peter Johnson, Fire Chief
705.949.3333
p.johnson@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-12-19-Z.OP 647 MacDonald Avenue (Long Holdings Inc.)

PURPOSE

The Applicant wishes to amend the Official Plan and rezone the subject property to permit retail sales, more specifically, the sale and service of musical instruments as well as music classes as an accessory use.

PROPOSED CHANGE

The Applicant, Long Holdings Inc. c/o Stephan Leenheer, is seeking Council's approval to amend the Official Plan by way of a notwithstanding clause to the Industrial Policies, to permit retail sales, and to rezone the subject property from Medium Industrial Zone (M2) to Medium Industrial Zone (M2.S) with a special exception to permit retail sales as an additional permitted use.

Subject Property

- Location – 647 MacDonald Avenue.
- Approximate Lot Size – irregular shaped lot with a 55 metre long curvilinear frontage along MacDonald Avenue and a depth of 73 metres, totalling 1.12 acres.
- Present Use – motor vehicle sales and parts dealer.
- Owner – Northshore Sports and Auto Inc.

BACKGROUND

The subject property was once part of a larger development consisting of the abutting buildings to the northeast. In 2005 the subject property was severed away from the abutting parcels. Prior to 2005, there were a number of rezoning applications for various commercial and industrial uses.

ANALYSIS

Neighbourhood Character

The subject neighbourhood is characterized by a mix of residential, industrial and commercial uses. There are residential apartments along the west side of MacDonald Avenue. Industrial uses and the Canadian Pacific Railway abut the property's east and south sides. Beyond the railway, along Trunk Road, are commercial uses.

The Official Plan

Long & McQuade, a major retail chain of music instruments in Canada, is considered a “Retail Trade”. The Official Plan designates the subject property as “Industrial”, which only permits limited commercial uses.

Key goals of the Official Plan are to promote orderly urban growth and compatibility between land uses, while still maintaining responsiveness to economic and developmental challenges and opportunities. Industrial and Commercial land use policies highlight the importance of maintaining an inventory of serviceable industrial land, and the need to prevent an oversupply of retail space.

Recent planning studies (Dillion’s 2018 Land Needs Analysis) suggest an adequate long term supply of industrial designated lands and a modest future need for additional retail space. This proposal makes use of an existing serviced building, promotes a compatible use adjacent to a residential area, and accommodates the municipality’s long term land needs by permitting a wide range of uses. The proposed amendment maintains the intent and purpose of the Official Plan and represents a similar approach taken with a number of previous planning applications in the area. In 2008, 2009 and 2017 there were a series of rezoning/Official Plan Amendment applications upon the abutting property to the north. Each of these applications progressively increased the allowable commercial occupancy, to a point where the existing zoning (M2.S274) at 677 Macdonald Avenue permits a full range of industrial and commercial uses. This area is appropriate for a range of industrial and commercial uses.

Zoning

The proposal meets or exceeds all setback and parking requirements of the zoning bylaw for an M2 development, which is more restrictive than commercial zoning setbacks. Vehicular access to the subject property will be maintained through MacDonald Avenue and the adjacent plaza, with a pedestrian pathway connecting to Black Road.

Provincial Policy Statement (PPS)

The PPS provides policy direction on matters of provincial interest related to land use planning. The Planning Act requires City Council’s decision to be consistent with the PPS.

The less impactful nature of the proposed use and the fact that it will be located in an already existing building within a serviced area of the city, further reinforces the following PPS policies:

Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns:

- o c) - Avoiding development and land use patterns which may cause environmental or public health and safety concerns;*

o e) - Promoting cost-effective development patterns and standards to minimize land consumption and servicing costs;

Growth Plan for Northern Ontario (GPNO)

The GPNO provides a framework for managing growth in Northern Ontario. The Planning Act requires City Council's decision to conform, or not conflict, with the Growth Plan. The proposal supports the Growth Plan's policies of optimizing the use of existing infrastructure and does not conflict with any of the Plan's policies.

Comments

Public Open House

The property owner held a neighbourhood meeting on June 25, 2019 at the Northshore Sports and Auto store (647 MacDonald Avenue). The applicant mailed out notice of meeting to all property owners within 120 metres of the subject property. Only planning staff attended the meeting.

Public Comments

At the time of writing this report, planning staff received no comments from the public regarding this application.

Consultation

Circulated Agencies

The following Departments/Agencies commented on this application as part of the circulation process:

- No Comment/Objection: Legal, Community Development & Enterprise Services, Economic Development Corporation, Fire Services, PUC, Municipal Heritage Committee, Accessibility Advisory Committee, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Ontario Power Generation Inc.
- See attached comments from the Sault Ste. Marie Region Conservation Authority, Building Division, Engineering, and Public Works.

The Sault Ste. Marie Region Conservation Authority (SSMRCA) advised that the subject property is located in an area under the jurisdiction of the Conservation Authority. Any development on the subject property will require a site plan review, and possibly a permit by the Conservation Authority.

The Building Division has no objections, but notes that there is a buffering requirement along the west lot line where the property abuts a residentially zoned property, Heritage Place Apartments. There is an existing chain-link fence along the west lot line, and a landscaped area with mature trees on the abutting residential property, which provides an adequate buffer. In addition, there will be no outdoor storage associated with the

proposed use. Therefore, it is appropriate to waive the buffering requirements in this instance and maintain the existing situation.

It is also noted that 75% of the required front and exterior side yards must be landscaped. Again, the existing development is deficient in this manner and it is appropriate to waive the landscaping requirements, given this building is existing. Having said this, Planning staff will work with the applicants during the site plan amendment process to construct additional landscaping in the yard abutting Macdonald Ave.

Engineering Services has identified inconsistencies between the current development and the existing site plan agreement. Fill was recently placed along the south lot line on a municipal drainage easement and the adjacent rail line. There is also an underground Imperial Oil line in vicinity of the south lot line (see attached photo). It is recommended that the site plan be amended to accurately portray the current development. This may require a survey to ensure that fill has not been placed over the property line, as well as a drainage study, prepared by a qualified professional, with recommendations to ensure that drainage patterns are maintained.

Public Works has noted that recent filling activities have altered on-site drainage, potentially impacting upstream drainage. As Public Works does have maintenance responsibility of this system, they request confirmation of the existing drainage works and their compliance with previous approvals and regulations.

FINANCIAL IMPLICATIONS

The recommendations in this report have no direct impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are not directly linked to any of the Corporate Strategic Plan's goals or priorities.

SUMMARY

The applicant is seeking to amend the Official Plan and rezone the subject property to permit retail sales, more specifically, the sale and service of musical instruments, as well as music classes as an accessory use.

The proposal is compatible with the neighbourhood character and conforms to Provincial policies, while meeting the intent and purpose of the Official Plan and zoning bylaw.

No objections have been made from the public. Concerns regarding the site plan agreement will need to be addressed prior to the issuance of an occupancy permit. This review will include among other things additional landscaping along MacDonald Avenue and stormwater management.

2019 07 15

Page 5.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated 2019 07 15 concerning Rezoning and Official Plan Application A-12-19-Z.OP be received, and that City Council approve Official Plan Amendment No. 224 by way of a notwithstanding clause to the Industrial Policies to permit retail sales, and rezone the subject property from Medium Industrial Zone (M2) to Medium Industrial Zone (M2.S) with a special exception to permit retail sales as an additional permitted use, subject to the following conditions:

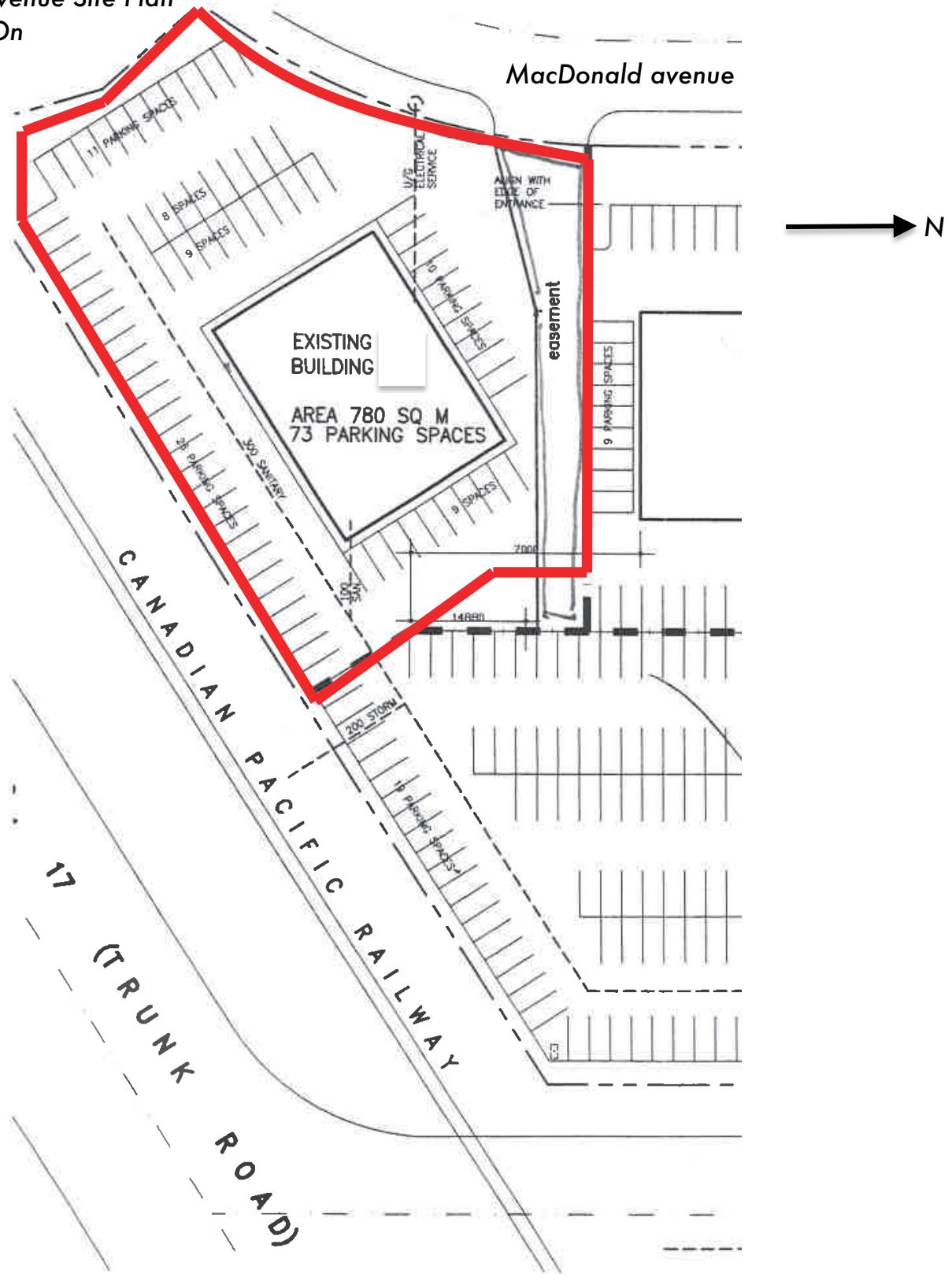
1. That the buffering requirements along the west lot line be waived.
2. That the landscaping requirements along MacDonald Avenue be waived.

Respectfully submitted,



Jonathan Kircal
Planner
705.759.6227
j.kircal@cityssm.on.ca

647 Macdonald Avenue Site Plan
Sault Ste. Marie, On



**AMENDMENT NO. 224
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This Amendment is an amendment to the text of the Official Plan.

LOCATION:

PT LT 2 CON 3 ST. MARYS PT 1 TO 8 1R-11097; T/W EASEMENT OVER PT 9, 10,11,12 1r11097 AS IN LT262659; T212074, T212075, S/T EASEMENT OVER PTS 2 AND 8 1R11097 IN FAVOUR OF PT LT2, CON 3 PTS 1 TO 16 1R8098 EXCEPT PTS 1 TO 8 1R11097 AS IN LT262659. Civic address 647 MacDonald Avenue.

BASIS:

This Amendment is necessary in view of the request to permit retail sales upon the subject property.

The proposal does not conform to the existing Industrial policies related to the subject property as retail sales is not permitted to occupy 100% of an industrially designated and zoned building.

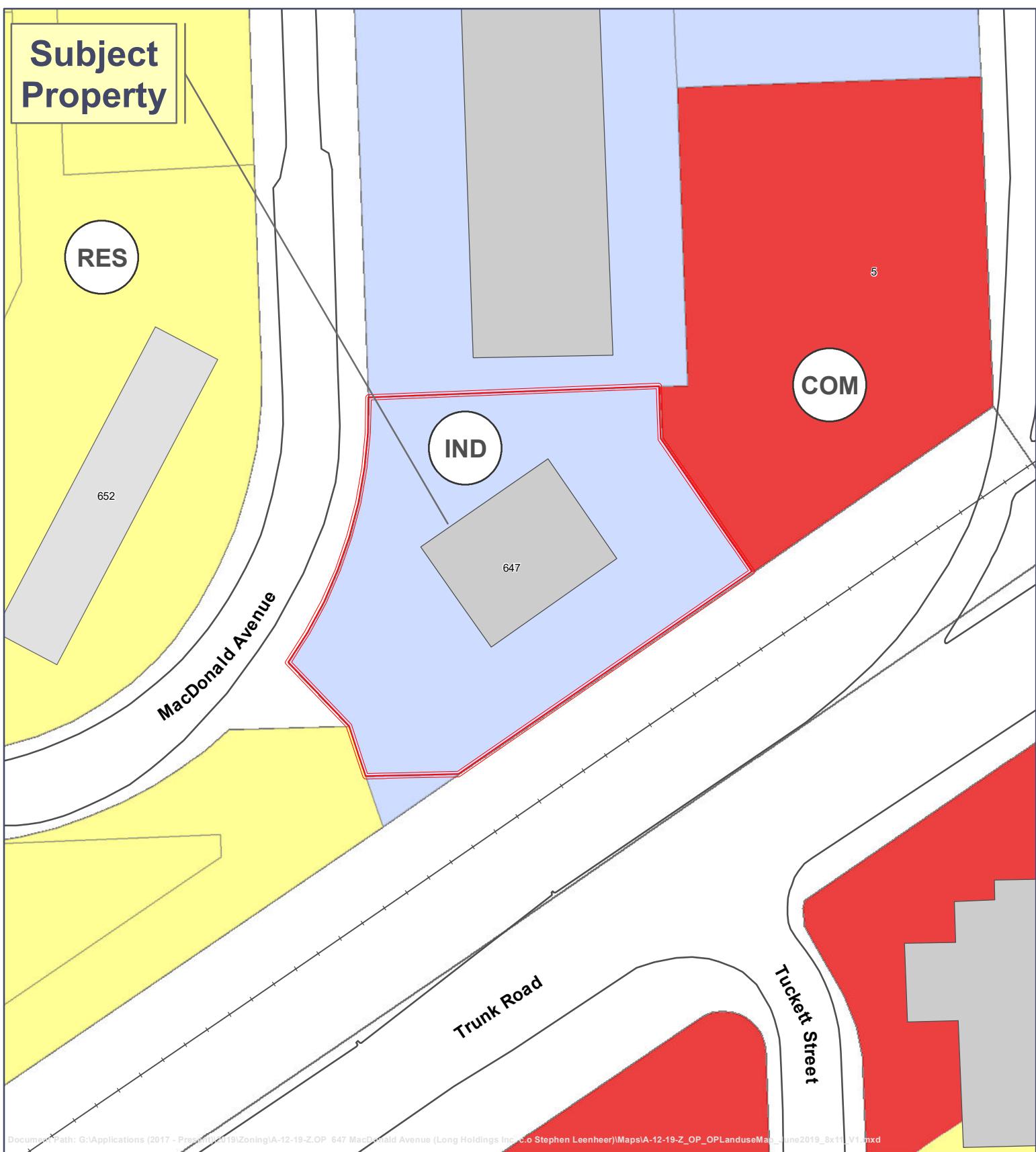
DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

149. Notwithstanding the Industrial policies of the Official Plan, the lands described as PT LT 2 CON 3 ST. MARYS PT 1 TO 8 1R-11097; T/W EASEMENT OVER PT 9, 10,11,12 1r11097 AS IN LT262659; T212074, T212075, S/T EASEMENT OVER PTS 2 AND 8 1R11097 IN FAVOUR OF PT LT2, CON 3 PTS 1 TO 16 1R8098 EXCEPT PTS 1 TO 8 1R11097 AS IN LT262659, having civic address 647 MacDonald Avenue, may be wholly occupied by retail sales as an additional permitted use.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

Subject Property



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-12-19-Z.OP 647 MacDonald Avenue (Long Holdings Inc. c/o Stephen Leenheer)\Maps\A-12-19-Z_OP_OPLanduseMap_June2019_8x11_V1.mxd

Application Map Series

- Subject Property Official Plan Landuse
- Existing Zoning Aerial Image
- Official Plan Amendment

Property Information

Civic Address: 647 MacDonald Avenue
Roll No.: 030011025100000
Map No.: 1-33
Application No.: A-12-19-Z.OP
Date Created: June 07, 2019

Legend

- Subject Property: 647 MacDonald Avenue
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Parcels/Fence

Official Plan
Amendment
No. 224

Page 180 of 359



City of Sault Ste. Marie Planning and Enterprise Services

Community Development and Enterprise
Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.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



Stephanie Perri

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Monday, June 10, 2019 4:26 PM
To: Stephanie Perri
Subject: SSMRCA Response - A-12-19-Z.OP - 647 MacDonald Avenue

Follow Up Flag: Follow up
Flag Status: Flagged

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

June 10, 2019

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-12-19-Z.OP
Long Holdings Inc. c/o Stephan Leenheer
647 MacDonald Avenue
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg. 176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a site plan review and may require a permit by SSMRCA under Ont. Reg. 176/06.

SSMRCA has no objection to this application.

SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca

REZONING APPLICATION A-12-19-Z.OP

BUILDING DIVISION COMMENTS

SUBJECT: REZONING APPLICATION – M2 TO M2 WITH SPECIAL EXCEPTION

ADDRESS: 647 MACDONALD AVUE

Date: 2019-06-14
To: PLANNING DEPARTMENT: Don McConnell
From: BUILDING DIVISION: Gary Schryer



BUILDING DIVISION COMMENT:

Data

- Zoning = M2 - Medium Industrial Zone (M1).
- Outdoor storage is permitted on the subject property.
- Site is regulated by Development Control
- Site is regulated by the Sault Ste. Marie Region Conservation Authority
- A City owned easement exists along the south and west property lines (T212074 / T212075 / T157839)
- Subject property abuts C4 - General Commercial Zone to the east and R5 - High Density Residential Zone to the west.

Setback Review

The following setback review is based on survey completed by D.S. Urso Surveying Ltd. Dated September 8, 2017

- Front Yard – minimum required setback is 15.0 meters, existing setback is 15.286 meters
- East Interior Side Yard – minimum required setback is 10.0 meters, existing setback is 20.039 meters
- West Interior Side Yard – Minimum setback is 5.0 meters, existing setback is 32.449 meters
- Rear Yard - Minimum setback is 8.0 meters, existing setback is 15.379 meters

No addition to the existing building has been proposed as part of this application, additional setback review not required.

Proposed Land Use

The proposal is to provide a special exception to allow the sale of musical instruments and to provide musical instrument repairs, rentals and lessons. The new proposed use would be Retail Trade and Arts Culture and Heritage Uses as defined in By-Law 2005-150. Both of the proposed uses fall under the permitted uses in a C1 Zone (gross floor area limits do not apply to existing buildings).

Landscape

14.1.2. of Zoning By-Law 2005-150 requires that 75% of the required front and exterior side yards be landscaped. The front yard of this property is asphalt from the sidewalk to the building. A minor variance may be required to address the lack of landscaping.

Buffer

Zoning By-Law 2005-150 requires that where a non-residentially zoned lot abuts a Residential or rural zoned lot, the non-residentially zoned lot shall provide and maintain a buffer as described in 14.9. Assurances should be provided that the existing buffer is acceptable or details of buffering must be submitted for review and approval.

Parking

Retail Trade requires 4.5 spaces per 100 m². The existing building 791.9 m² therefore a total of 36 spaces must be provided, three of which must be barrier free spaces. The site plan does not show the location of the existing parking spaces, existing parking should be confirmed prior to the issuance of a permit.

Comment

No objection to the issuance of a permit provided the existing parking, landscaping and buffering are proven to be in compliance with By-Law 2005-150.



2019 07 04

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-12-19-Z.OP
467 MacDonald Avenue
Long Holdings Inc. (c/o Stephan Leenheer)

The Engineering Division has reviewed the above noted application and provides the following:

- This property has a municipal sanitary and storm easement along the south side of the building and the west side of the property. The municipal sanitary sewer runs from east to west within the easement. The storm sewer runs from west to east along a portion of the easement.
- Investigating a recent complaint, staff noticed that there was some recent filling activity within the easement and possibly extending onto the adjacent railway property in the vicinity of a gas (gasoline) line.
- In a review of the property files, there is an Engineering Drawing that shows a storm pipe extending east to Black Road, which would direct storm water from MacDonald Avenue to a catchment area that has capacity. It appears that this was never installed. Instead, it is assumed water flows west in the railroad ditch and into a storm system that is at or very near capacity.
- We recommend the site plan be amended to accurately portray the property lines, the fill and the drainage pattern. If the fill has impacted the drainage in the City easement, a drainage study should be completed and recommendation provided. Any work required to rectify the drainage should be done to the satisfaction of the Director of Engineering.

If you have any questions, please do not hesitate to contact the undersigned.

M. McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works



**Public Works &
Engineering Services**

July 4, 2019

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

Subject: **Application No. A-12-19-Z.OP**
Request for an Amendment to the Zoning By-law

Applicant: **Long Holdings Inc. c/o Stephen Leenheer**

Subject Property: **647 MacDonald Avenue**

Please accept this correspondence in response to the above noted application.

Public Works has reviewed this application and provide the following comments:

- It is our understanding that alterations to the on-site drainage works has occurred, potentially impacting upstream drainage;
- Public Works was in receipt of drainage complaint(s) in recent years and required access to the site via the easement lands to perform emergency drainage works;
- As Public Works does have maintenance responsibility of this system, we ask for confirmation of the existing drainage works and their compliance with previous approvals and regulations.

If you have any further questions, please contact me at 759-5207.

Susan Hamilton Beach, P. Eng.
Director of Public Works
705-759-5207
s.hamiltonbeach@cityssm.on.ca

C: M. McAuley, Municipal Services Engineer

Site Visit Photographs



Location: Trunk and Black Road intersection.

View: looking northwest towards the drainage ditch (City easement), with the subject property in the background.

Date: July 7, 2019



Location: on top of the headwall on Black Road.

View: overlooking the obstructed drainage ditch (City easement) with the subject property to the right.

Date: July 7, 2019

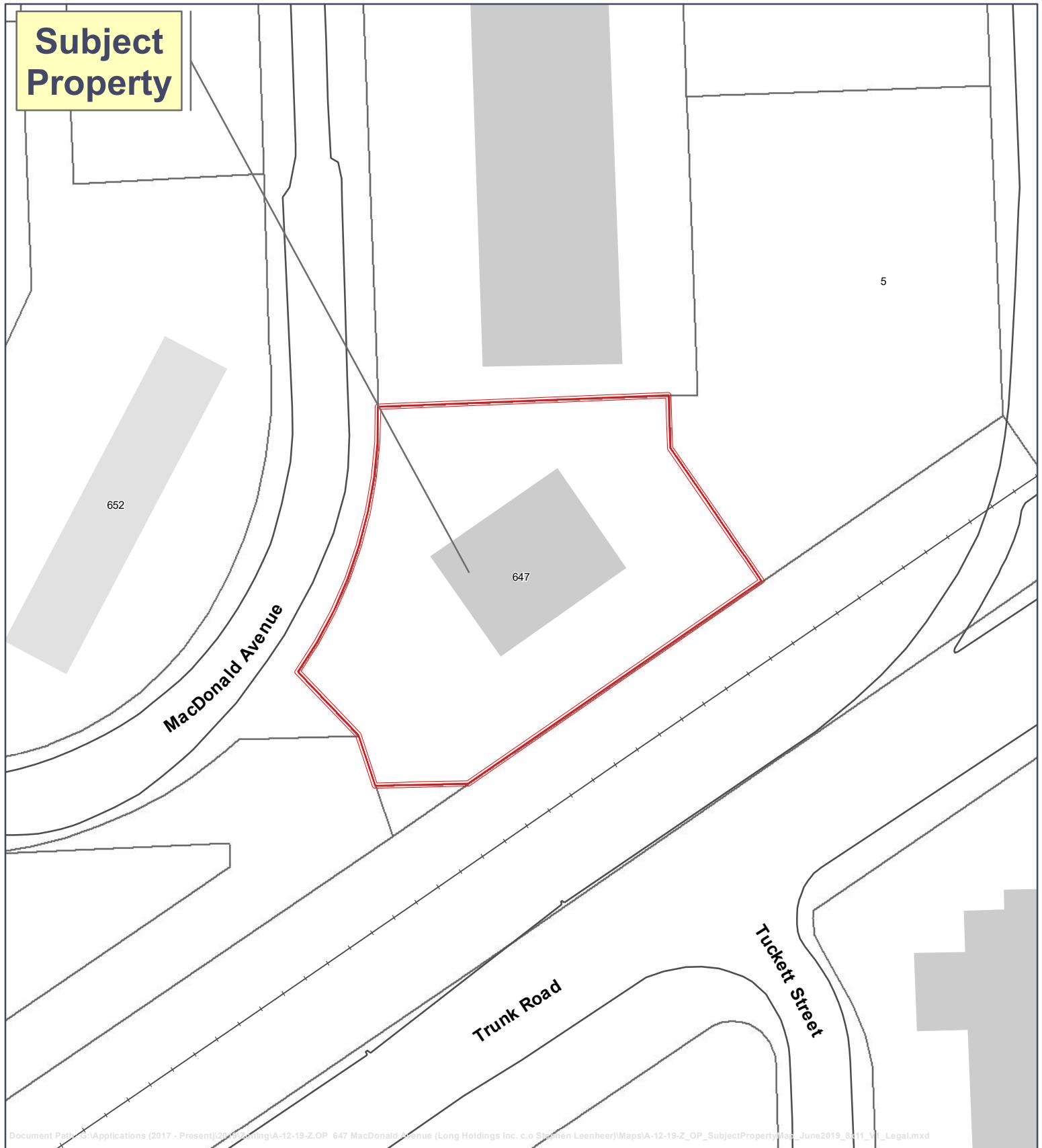
Subject Property



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-12-19-Z.OP 647 MacDonald Avenue (Long Holdings Inc. c/o Stephen Leenheer)\Maps\A-12-19-Z_OP_AerialMap_June 2019_8x11_V1.mxd

Application Map Series	Legal Department Reference	City of Sault Ste. Marie Planning and Enterprise Services
<input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		 Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemaries.ca 705-759-5368 planning@cityssm.on.ca
Property Information Civic Address: 647 MacDonald Avenue Roll No.: 030011025100000 Map No.: 1-33 Application No.: A-12-19-Z.OP Date Created: June 07, 2019	Legend  Subject Property: 647 MacDonald Avenue  Parcel Fabric	This map is for general reference only Orthophoto: 2016 20cm Colour Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983  

Subject Property

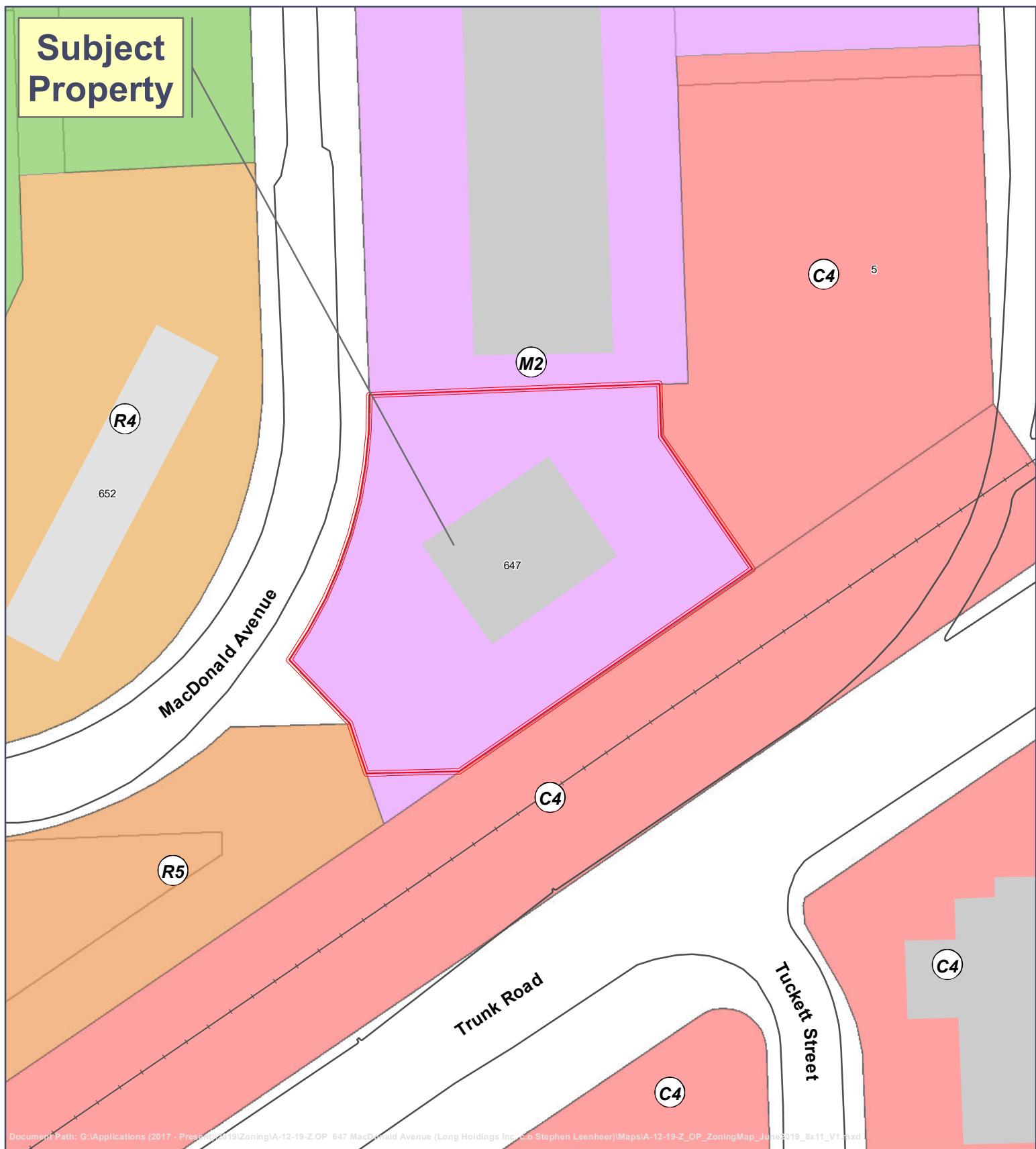


Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-12-19-Z.OP 647 MacDonald Avenue (Long Holdings Inc. c/o Stephen Leenheer)\Maps\A-12-19-Z_OP_SubjectProperty\647_MacDonald_Avenue_Legal.mxd

Application Map Series	Legal Department Reference	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	Schedule "A"	 City of Sault Ste. Marie Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca
Property Information	Legend	
Civic Address: 647 MacDonald Avenue Roll No.: 030011025100000 Map No.: 1-33 Application No.: A-12-19-Z.OP Date Created: June 07, 2019	 Subject Property: 647 MacDonald Avenue  Parcel Fabric	This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983



Subject Property



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-12-19-Z.OP 647 MacDonald Avenue (Long Holdings Inc. Co Stephen Leenheer)\Maps\A-12-19-Z_OP_ZoningMap_Jun2019_8x11_V1.mxd

Application Map Series

- Subject Property Official Plan Landuse
- Existing Zoning Aerial Image
- Official Plan Amendment

Property Information

Civic Address: 647 MacDonald Avenue

Roll No.: 030011025100000

Map No.: 1-33

Application No.: A-12-19-Z.OP

Date Created: June 07, 2019

Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
C3 - Riverfront Zone; C3hp	R5 - High Density Residential Zone
C4 - General Commercial Zone; C4hp	I - Institutional Zone
C5 - Shopping Centre Zone	EM - Environmental Management Zone
H2 - Highway Zone	PR - Parks and Recreation Zone
M1 - Light Industrial Zone	RA - Rural Area Zone
M2 - Medium Industrial Zone; M2hp	RP - Rural Precambrian Uplands Zone
M3 - Heavy Industrial Zone	REX - Rural Aggregate Extraction Zone
R1 - Estate Residential Zone	AIR - Airport Zone
R2 - Single Detached Residential Zone; R2hp	ND - Named Use - Commercial Dock
	Parcel Fabric



City of Sault Ste. Marie

Community Development and Enterprise

Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultsmarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only

Orthophoto: None

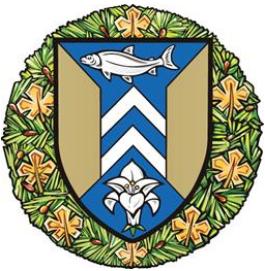
Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983

0 5 10 20 Meters





The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-11-19-Z 412 Second Line West and 236 Prentice Avenue –
Pasquale Lento

PURPOSE

The Applicant is seeking to rezone the subject properties to permit the construction of six single-storey townhouse units.

PROPOSED CHANGE

The Applicant, Pasquale Lento, is requesting to rezone the subject properties from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), to permit a *Multiple Attached Dwelling*.

Subject Properties

- Location: 412 Second Line West and 236 Prentice Avenue.
- Lot Dimension: L-shaped lot with approximately 23.5 metres of frontage along Second Line West and 28 metres of frontage along Prentice Avenue.
- Lot Size/Total Area: 2,751 m² (0.68 acres).
- Present Use: vacant.
- Owner: Pasquale Lento.
- Site Plan Control (SPC): following approval of this application, properties will be subject to SPC.

BACKGROUND

No previous planning applications exist for these properties.

ANALYSIS

Neighbourhood Character

The subject neighbourhood is characterized by a mix of residential and commercial uses along Second Line West and is located within close proximity to the Market Mall, No Frills, Shoppers Drug Mart, and several other smaller general commercial establishments. A church, pump station and fire hall are also within the immediate vicinity.

Single-detached dwellings exist to the north and south of the subject properties; however, the north is entirely zoned Single Detached Residential (R2), whereas the south is zoned Low Density Residential (R3).

Additionally, the abutting lands to the north east, were rezoned in 2015 to Medium Density Residential Zone (R4) to permit apartment development.

The Official Plan

The subject property is designated “Residential” on Schedule “C” of the Official Plan. The Residential policies of the plan encourage a mixture of housing types and promotes infill development. Higher density residential development that is compatible with the character of the neighbourhood in terms of massing and setbacks is encouraged.

Applicable Official Plan residential policies are outlined as follows:

R.1: *“A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development”.*

Multiple attached dwellings such as the applicant is proposing, will increase the variety of housing types in this area.

R.2: *“Low and high density development should be integrated and compatible in density, height and building setbacks”.*

The applicant is proposing single-storey residential dwellings at grade. Its height will not exceed that of neighbouring properties. This proposal’s density of approximately eight units per acre can be categorized as low density and is consistent with other Low Density Residential (R3) zoned properties. The proposal is compatible with the range of uses in the neighbourhood.

Zoning

Setback Requirements and Amenity Space

The proposal meets all setback requirements of the zoning bylaw for an R3 development. Due to the orientation of the building, the eastern side yard of only 1.8 m will function as the rear yard. Each dwelling unit will have its own dedicated front yard, in addition to a common outdoor amenity space.

Access and Parking

Vehicular and pedestrian access to the dwelling units will be provided by an L-shaped driveway adjoining Second Line West and Prentice Avenue. 236 Prentice Avenue, which was an undeveloped public right-of-way, was purchased by the applicant to facilitate this proposed driveway.

Six parking spaces adjacent to each unit are proposed, meeting the minimum R3 zoning requirement of one space per dwelling unit. The possibility of providing visitor parking will be discussed as part of the site plan control review.

Site Plan Control

Further details concerning access, fencing, stormwater management, servicing, garbage removal, lighting and others, will be addressed at the site plan control stage.

To enhance the proposal's integration with the neighbourhood, at the site plan control stage, planning staff will recommend that the applicant install a fence along the east side of the property and extend the cedar hedge that exists along the west side.

In addition, this proposal could be significantly improved if it were to be divided into two separate three-unit structures, as shown on the attached conceptual plan labelled Planning Staff Recommendation. This recommended site plan creates four end units, resulting in four out of the six units having additional outdoor amenity space adjacent to their unit.

Provincial Policy Statement (PPS)

The PPS provides policy direction on matters of provincial interest related to land use planning. The Planning Act requires City Council's decision to be consistent with the PPS.

Promoting intensification, efficient development, redevelopment of appropriate sites, and a range and mix of housing types and densities are applicable policies found within the PPS. This proposal is consistent with the PPS.

Growth Plan for Northern Ontario (GPNO)

The GPNO provides a framework for managing growth in Northern Ontario. The Planning Act requires City Council's decision to conform, or not conflict, with the Growth Plan. The proposal supports the Growth Plan's policies of optimizing the use of existing infrastructure and does not conflict with any of the Plan's policies.

Comments

Public Open House

The applicant held a neighbourhood meeting on June 27, 2019 at the Civic Centre. The meeting was attended by three residents, councillors from wards 4 and 5, and Planning staff. The applicant presented concept drawings and a site plan. The residents in attendance generally supported the proposed development.

Concerns were raised regarding drainage and fencing on the property abutting the east. These issues will be addressed at the site plan control stage.

Public Comments

At the time of writing this report, Planning staff received two comments from the public regarding this application. The first comment came from an abutting property owner who supported the application. The second expressed concern regarding the proposal being within a wellhead protection area. The Risk Management Official's response was that given that the proposal is serviced by the municipality's water and sanitary sewer systems, it does not pose a "Significant Threat Activity" as per the Provincially approved Sault Ste. Marie Region Source Protection Plan.

Circulated Agencies

The following Departments/Agencies commented on this application as part of the consultation process:

- No Comment/Objection: Legal, Community Development & Enterprise Services, Economic Development Corporation, Fire Services, PUC, Municipal Heritage Committee, Accessibility Advisory Committee, Ministry of Municipal Affairs & Housing, Ontario Power Generation Inc.
- See the attached comments from Engineering, Building, the Sault Ste. Marie Region Conservation Authority, and the Committee of Adjustment.

Engineering Services states that no storm laterals extend to the property and that the adequacy of sanitary servicing should be verified by the applicant to ensure sufficient capacity for the proposed development. These items as well as the provision of stormwater management will be reviewed as part of the site plan control process.

The Building Division notes that a swing calculation will be required if any proposed construction takes place within 6 metres from above grade power lines.

The Sault Ste. Marie Region Conservation Authority notes that the change in zoning would not have a significant impact on the source water protection vulnerable area.

The Secretary-Treasurer of the Committee of Adjustment has advised that the two parcels that form the subject property are not merged and remain two separate parcels. As a condition of approval, staff recommend, as part of the site plan control process, that the applicant provide a copy of a consolidated transfer and a current PIN for the subject properties.

FINANCIAL IMPLICATIONS

The recommendations in this report have no direct impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are not directly linked to any of the Corporate Strategic Plan's goals or priorities.

SUMMARY

The Applicant is seeking to rezone the subject properties to permit the construction of six single-storey townhouse units.

The proposal is supported by the Official Plan and consistent with Provincial policies, and meets all the requirements within the R3 zoning by-law without any variances. The lot size is also appropriate for the proposed development.

At the time of preparing this report, no objections from residents were received, other than the concern raised regarding source water protection. The proposal is compatible and able to be integrated within the diverse character of the neighbourhood.

Planning staff recommend that the proposal be divided into two separate structures to increase private amenity space. Other details can be addressed at the site plan control stage.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated 2019 07 15 concerning Rezoning Application A-11-19-Z be received, and that City Council approve the application and rezone the subject properties from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), subject to the condition that the development shall consist of a maximum of six units in two three-unit buildings.

Respectfully submitted,



Jonathan Kircal
Planner
705.759.6227
j.kircal@cityssm.on.ca



2019 06 18

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-11-19-Z
412 Second Line West
Pasquale Lento

The Engineering Division has reviewed the above noted application and provides the following:

- Our records indicate an existing 100mm diameter sanitary lateral to this property, but no storm lateral.
- The Developer's Consultant should verify the adequacy of the sanitary servicing lateral to ensure capacity for this development.
- Stormwater Management quantity and quality controls may be required.
- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design; and
- It is recommended that the property be subject to Site Plan Control to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

If you have any questions, please do not hesitate to contact the undersigned.

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

M. McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcrauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

APPLICATION NO. A-11-19-Z

BUILDING DIVISION COMMENTS

ADDRESS: 412 SECOND LINE WEST

SUBJECT: 6 UNIT SINGLE STOREY MULTIPLE ATTACHED

Date: 2019-06-03
To: PLANNING DEPARTMENT: Don McConnell
From: BUILDING DIVISION: Frank Bumbaco

BUILDING DIVISION COMMENT:

Data

- Existing Zone = R2 – Single Detached Residential Zone
- Site is not regulated by Development Control.
- Site is not regulated by the Sault Ste. Marie Region Conservation Authority

Setback Review

The following setback review is for the proposed Multiple Attached Townhouse Units

R3 Building Requirements

- Frontage – Minimum required 20 meters.
- Front Yard – Minimum required setback is 7.5 meters.
- Interior Side Yard – Minimum required setback is 1.2 meters for single storey.
- The Other Interior Side Yard – Minimum required setback is 3 meters.
- Rear Yard – minimum required setback is 10 meters.
- Maximum Building Height – 2 Storey
- Maximum Lot Coverage – 40%

Parking

- Multiple Attached Dwelling - 1 space per dwelling unit required, 6% of total required parking spaces shall be barrier free.

Comment

- The Building Division has no objections with the proposed rezoning, however would like to comment that a swing calculation will be required to determine compliance with the clearances required under 9.1.1.5. & 3.1.19. of the Ontario Building Code for proximity to existing above ground electrical conductors if any proposed construction takes place within 6 meters horizontally from the above grade power lines.5303
-

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Dear Mr. Boudreau,

Thank you very much for your email, and your phone call.

I appreciate your position on the below mentioned Zoning Application, but I must inform you that the subject properties (236 Prentice Avenue and 412 Second Line West) are not within an area under the jurisdiction of the Sault Ste. Marie Region Conservation Authority (with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses). It is the SSMRCA's position that we have no objection to the application based on this.

While you are correct that the properties are located within vulnerable areas (412 Second Line West is within Wellhead Protection Area A and B, and 236 Prentice Avenue is within Wellhead Protection Area B), the proposed development is residential in nature and as such will be regulated by Zoning By-Laws, the Official Plan (OP) and the Ontario Building Code. Comments on behalf of the Source Protection Plan (SPP) with regards to those projects regulated by Zoning By-Laws, the OP and the Committee of Adjustment come from the office of the Risk Management Official. This change in zoning itself would not have a significant impact on the vulnerable area in question.

Please feel free to refer to our website for more information on [O. Reg. 176/06](#), and the [SPP](#).

I am happy to answer any additional questions or concerns that you may have.

I wish you the best of luck, and thank you again for contacting us (as well as the congrats, it is very appreciated!).

Sincerely,
Corrina

CC: Peter Tonazzo, Risk Management Official



Corrina Barrett
General Manager/Secretary-Treasurer
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie, ON P6A 6J8
Tel: (705) 946-8530 Ext: 1005
Email: cbarrett@ssmrca.ca



#StepIntoNature
MAY 6 - OCT 31, 2019

healthyhikes.ca   

From: jordache Boudreau <jordache.boudreau@gmail.com>
Sent: Tuesday, June 25, 2019 1:41 PM



July 2, 2019

**MR. STEVE TURCO
SENIOR PLANNER
CITY OF SAULT STE. MARIE**

Attention Steve:

**Re: Notice of Application & Public Meeting A-11-19-Z
412 Second Line West & 236 Prentice Avenue**

The illustration provided on the notice indicates that 412 Second Line West & 236 Prentice Avenue are one contiguous property.

It is my understanding that when the City conveyed 236 Prentice Avenue, title was taken in the name of Pasquale Lento under instrument number AL195079. With regard to 412 Second Line West, our records indicate that title is in the name of Pasquale & Concetta Lento. If this remains the case, then the properties are not merged & remain two separate parcels.

I recommend that as a condition of rezoning, that the applicants provide you with a copy of a consolidated transfer & a current PIN for the subject property(s).

Respectfully,



**Michelle Kelly, ACST
Secretary-Treasurer**

Jonathan Kircal

From: Steve Turco
Sent: Thursday, June 27, 2019 8:57 AM
To: Jonathan Kircal
Subject: FW: 236 Prentice

Please print and make note for the file

From: Ozzie Grandinetti [mailto:ograndinetti72@gmail.com]
Sent: Thursday, June 27, 2019 8:26 AM
To: Steve Turco <s.turco@cityssm.on.ca>
Subject: 236 Prentice

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Steve

I am writing you this email to acknowledge my support for Mr. Lento in the development of the six unit townhouses. I am one of the owners of the abutting property and think the development will be good for the area.

Ozzie

To: Corrina Barrett <cbarrett@ssmrca.ca>

Cc: m.bruni@cityssm.on.ca; d.hilsinger@cityssm.on.ca; r.niro@cityssm.on.ca; c.gardi@cityssm.on.ca; epalumbo@princetwp.ca

Subject: Wellhead Protection Zone Development

Dear Ms. Barrett,

I am writing to you in response of a recent notification from the City of Sault Ste. Marie (Zoning application A-11-19-Z, Pasquale Lento; see attachments) that a developer wishes to rezone the property (from R2 to R3) and place six, single story townhouse units within property classified as [Well Head Protection Area Zoned A, located at 412 Second Line West](#). This property is within the 100 m buffer. Additionally, the piece of property in question is adjacent to a larger approx. 7 acre property (undeveloped yet classified as brown-zone and R4 density housing) also within the well head protection area zoned B - 2 year of travel.

I am asking that a letter be submitted to City Council on behalf of the SSMRCA and the Source Protection Authority and Committee in opposition to the proposed rezoning and development on the grounds of watershed protection and *Clean Water Act, 2006*.

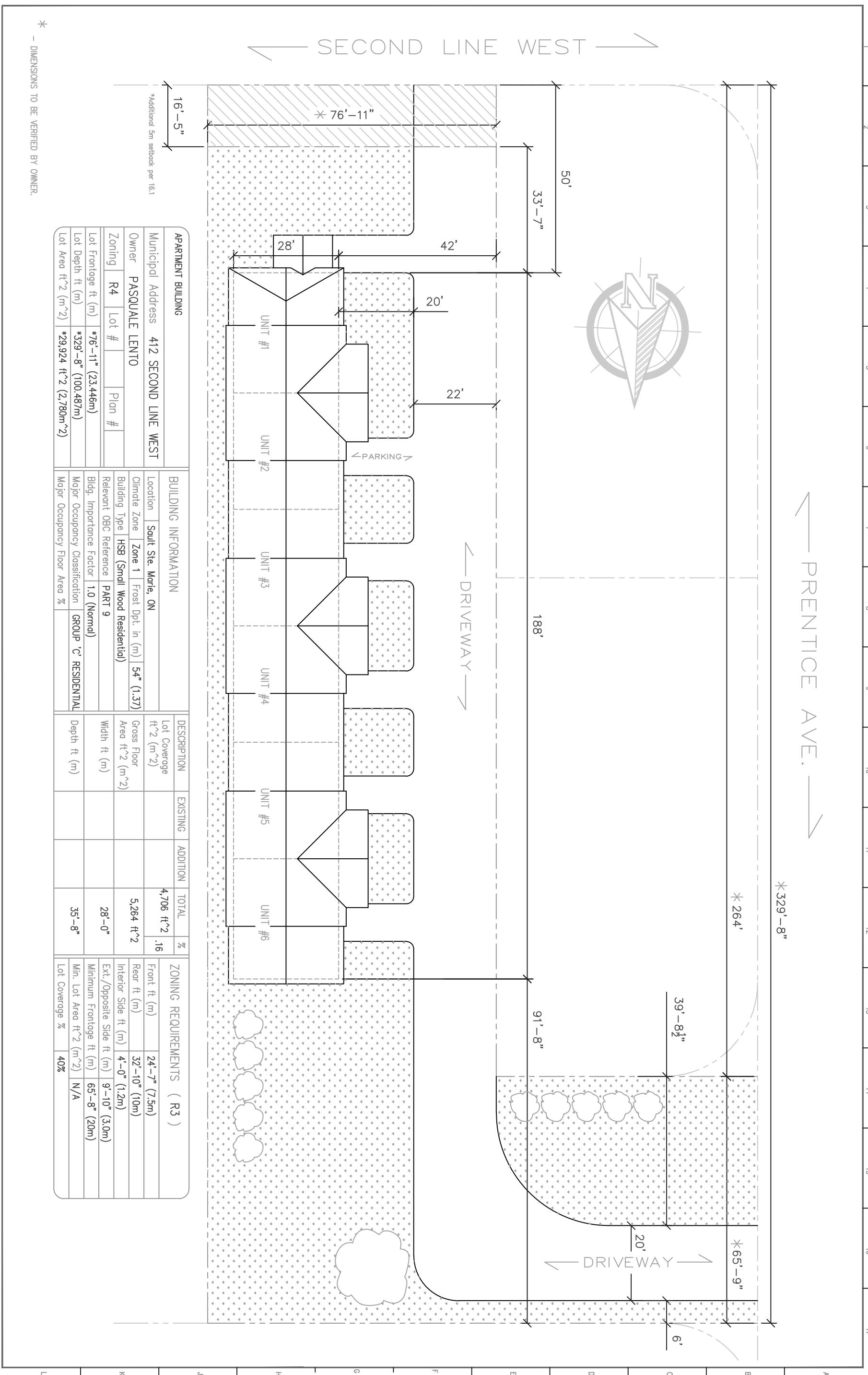
If possible, I am also requesting a phone meeting or in-person meeting with you before the City Council meeting July 15th to discuss a long-term conservation proposal for the whole 7.5+ acres property system interior to the city block bounded by Second Line West, Korah Rd, Sussex Rd, and Prentice Avenue.

As an act of transparency for my request, I have also CC'd the executive board of the SSMRCA.

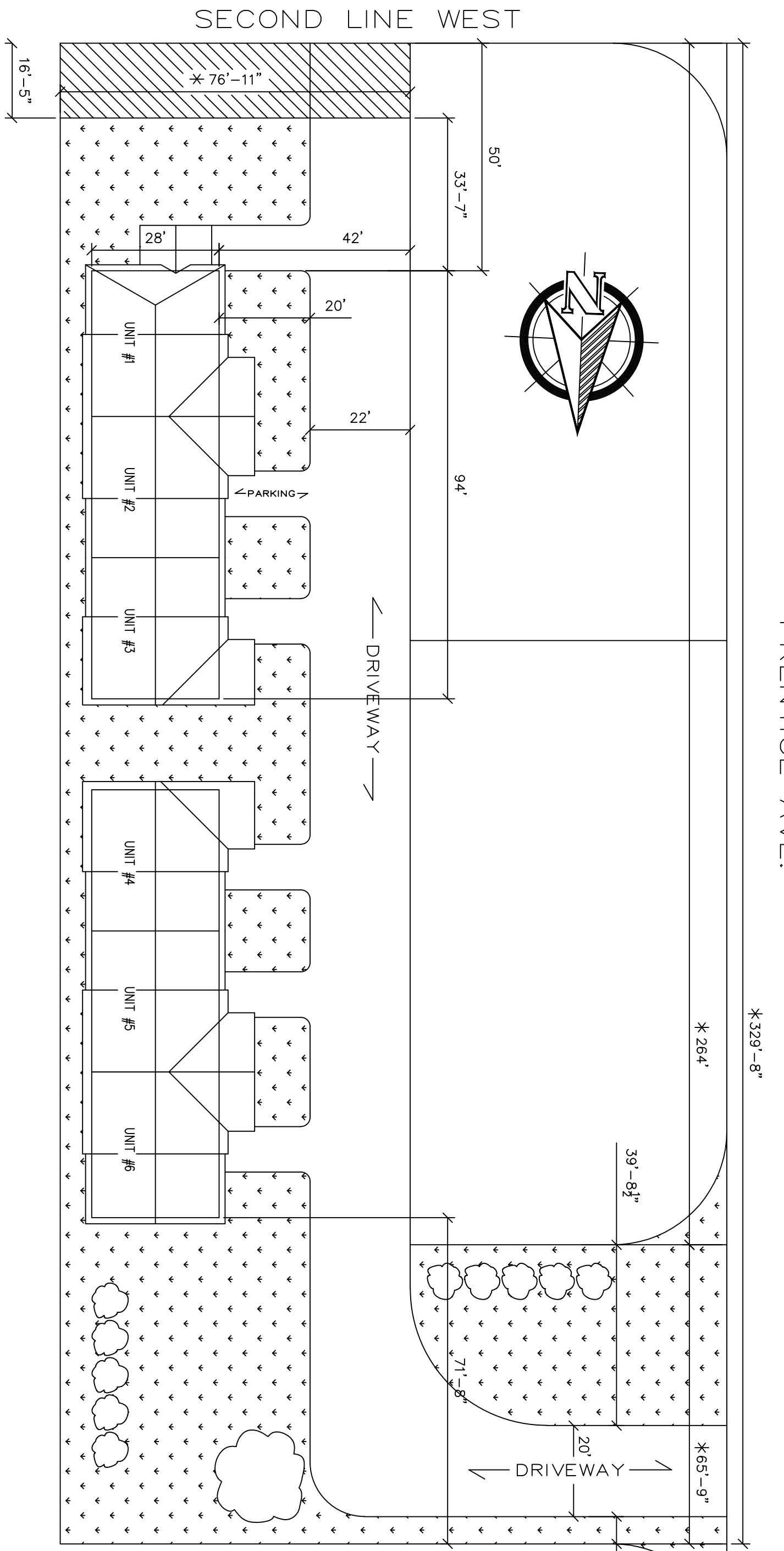
Thank you for your time and congratulations on your new position!

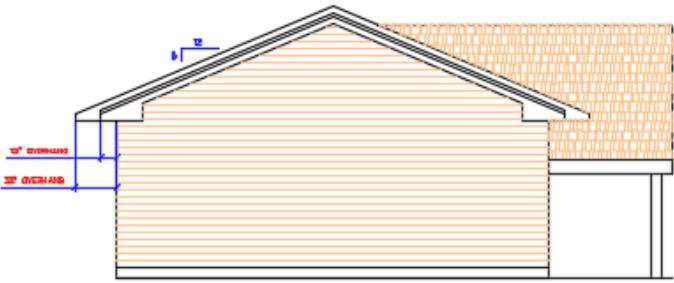
Sincerely,

Jordache Boudreau

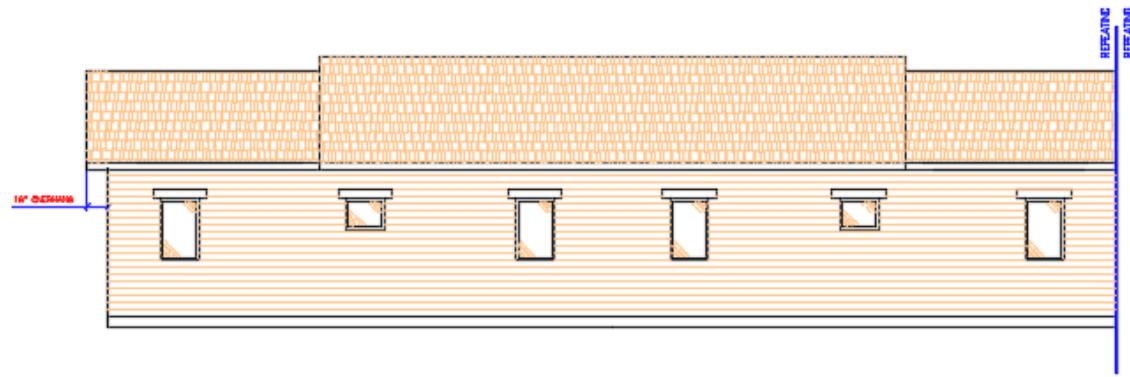


Planning Staff Recommendation (Conceptual)

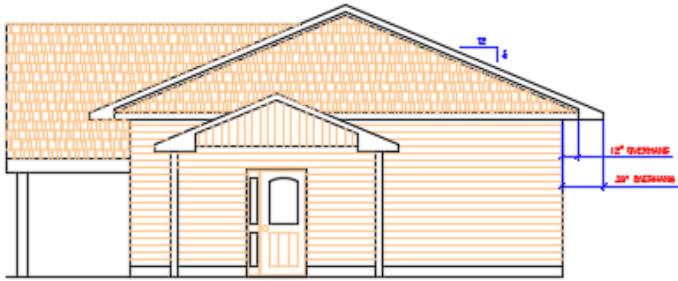




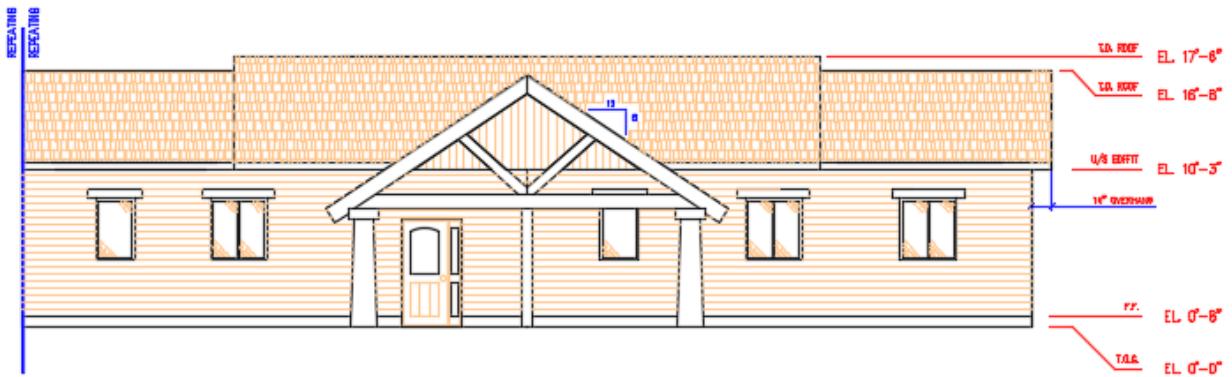
SOUTH (SIDE) ELEVATION VIEW



EAST (REAR) ELEVATION VIEW



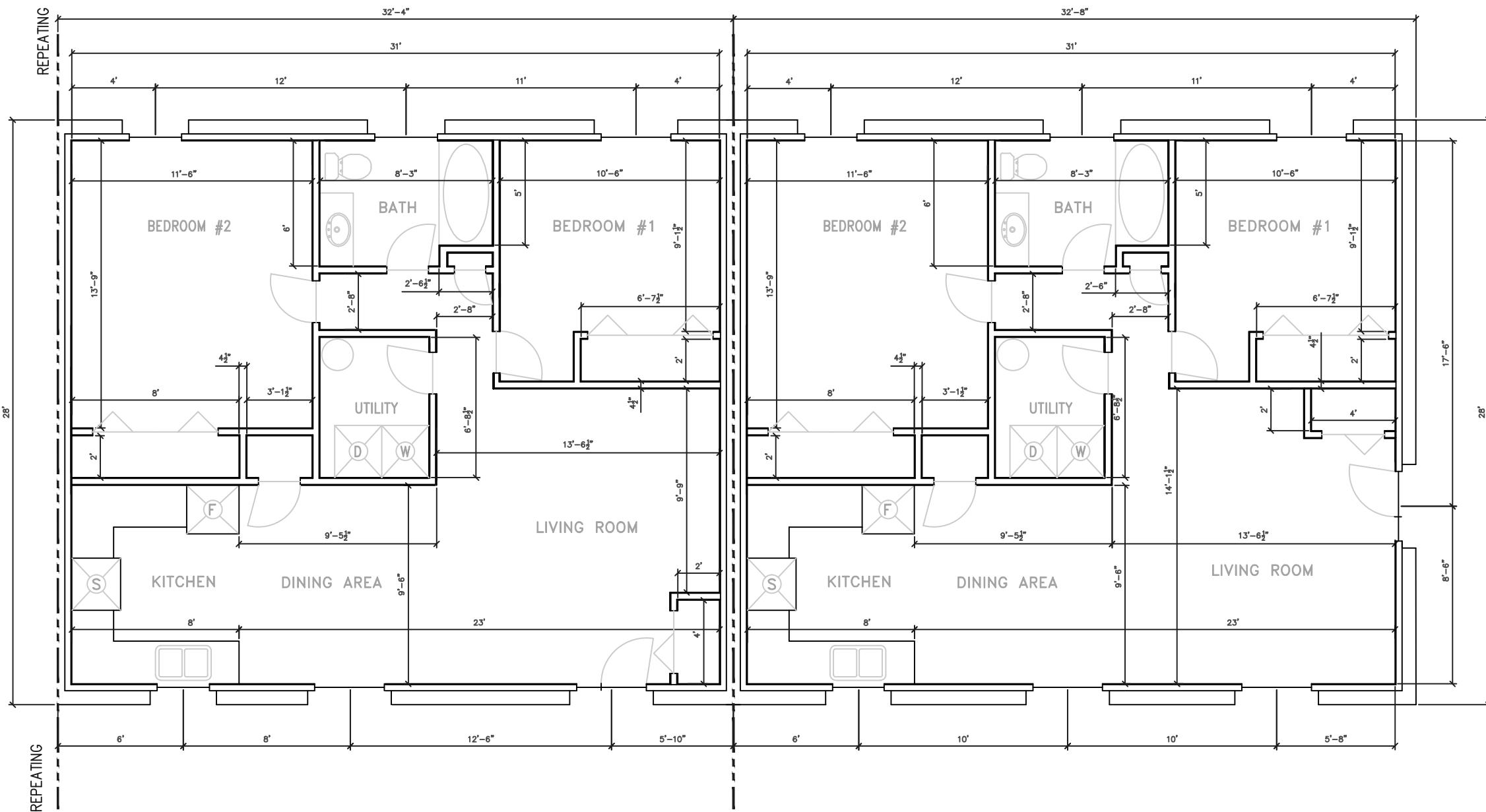
NORTH (SIDE) ELEVATION VIEW



WEST (FRONT) ELEVATION VIEW

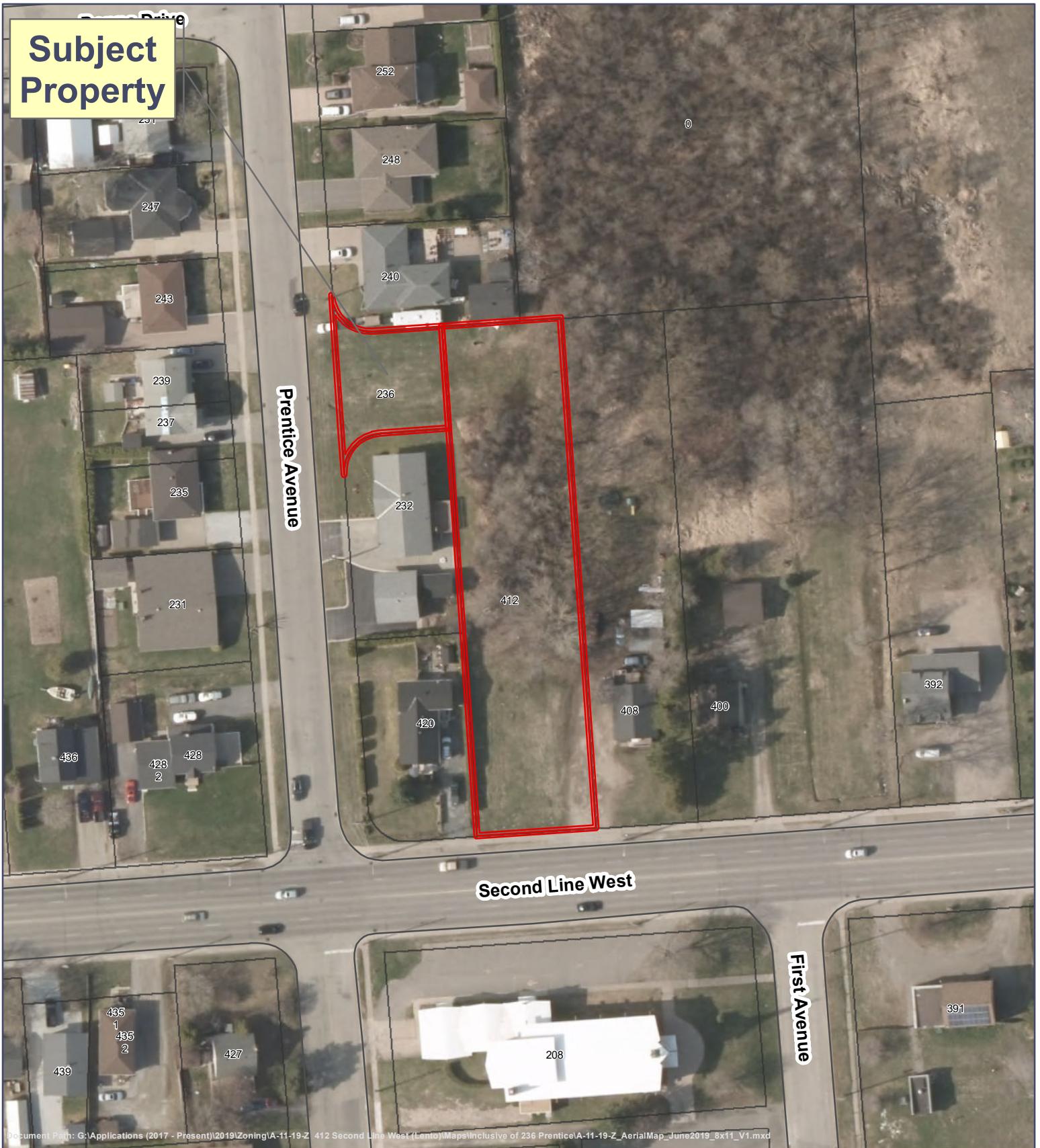
- CONFIRM LIMITATIONS OF ALL EXTERIOR FINISHES WITH OWNER PRIOR TO CONSTRUCTION
- PROVIDE FLASHING AT ALL ROOF VALLEYS AND AT ALL ROOF AND EXTERIOR WALL INTERSECTIONS
- PROVIDE EXTERIOR LIGHTS AT ALL BUILDING ENTRY POINTS
- PLEASE REFER TO THE GENERAL NOTES PAGE FOR OTHER APPLICABLE INFORMATION

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17



MAIN FLOOR PLAN

Subject Property



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-11-19-Z_412 Second Line West (Lento)\Maps\Inclusive of 236 Prentice\A-11-19-Z_AerialMap_June2019_8x11_V1.mxd

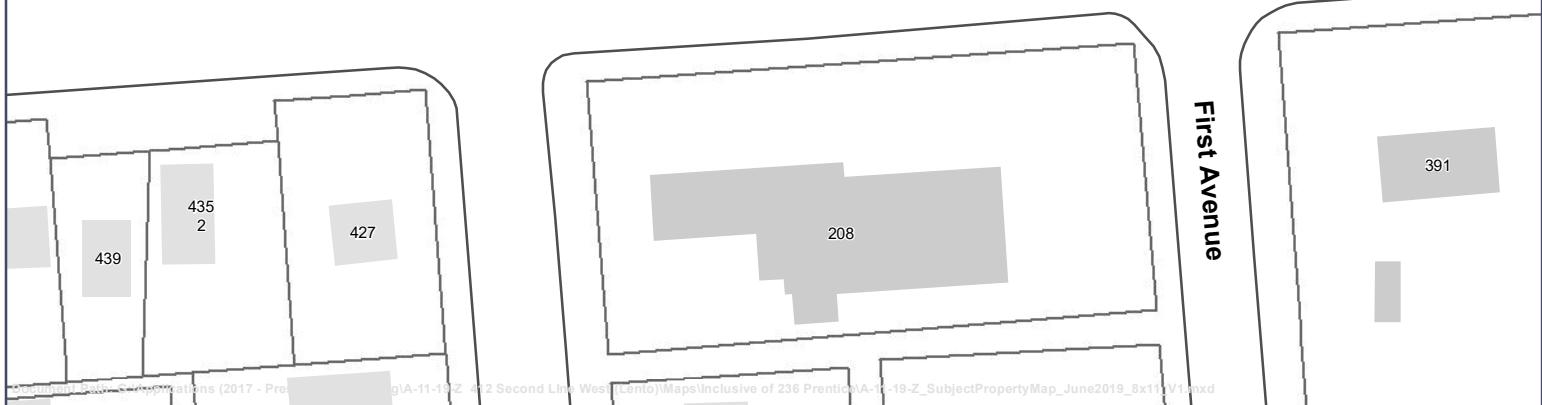
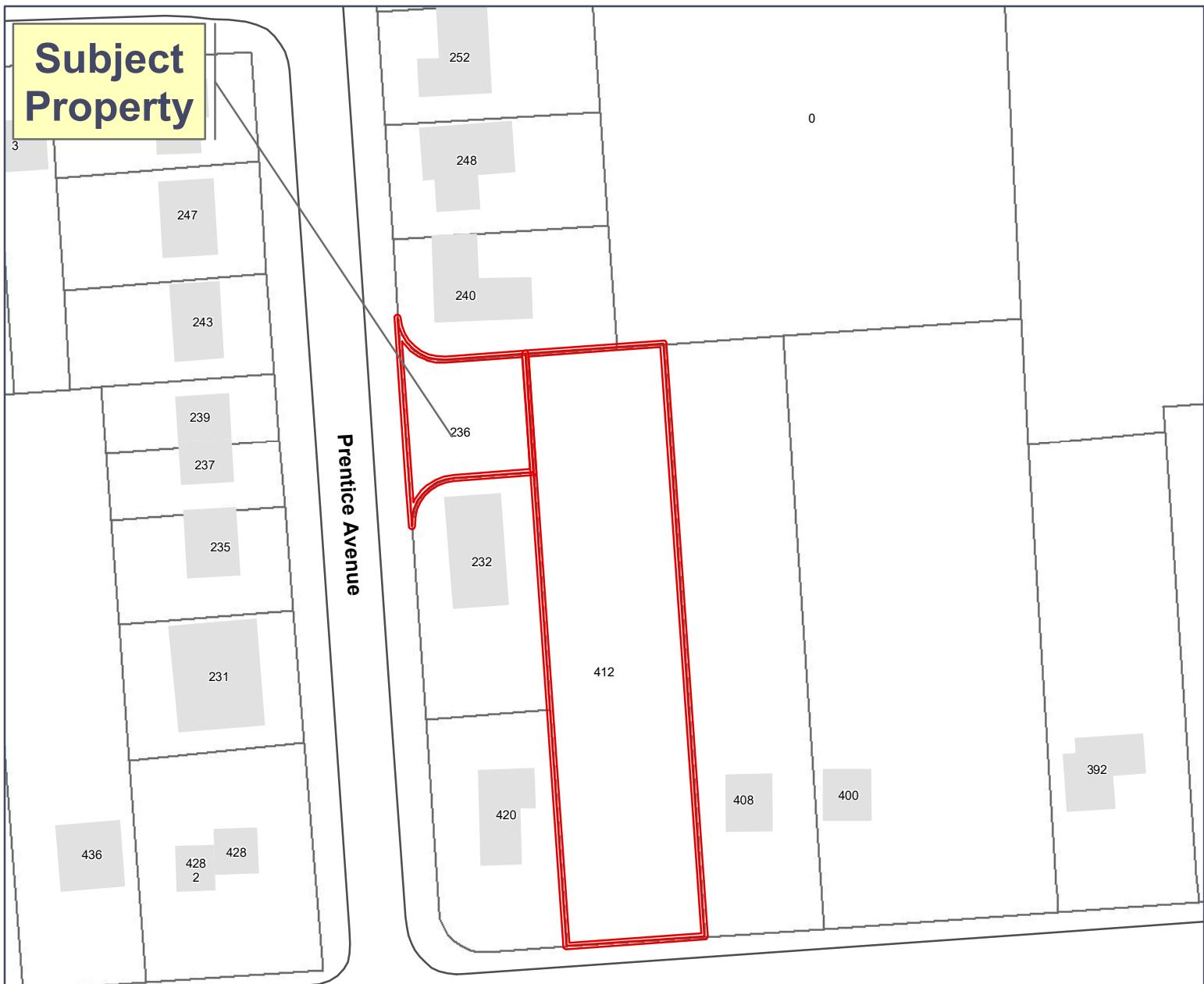
Application Map Series	Legal Department Reference	 Sault Ste. Marie Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca
Subject Property <input type="checkbox"/> <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		Legend  Subject Properties  Parcel Fabric

Property Information

Civic Address: 412 Second Line West
 236 Prentice Avenue
 Roll No.: 060011090000000
 060011091010000
 Map No.: 80
 Application No.: A-11-19-Z
 Date Created: June 11, 2019



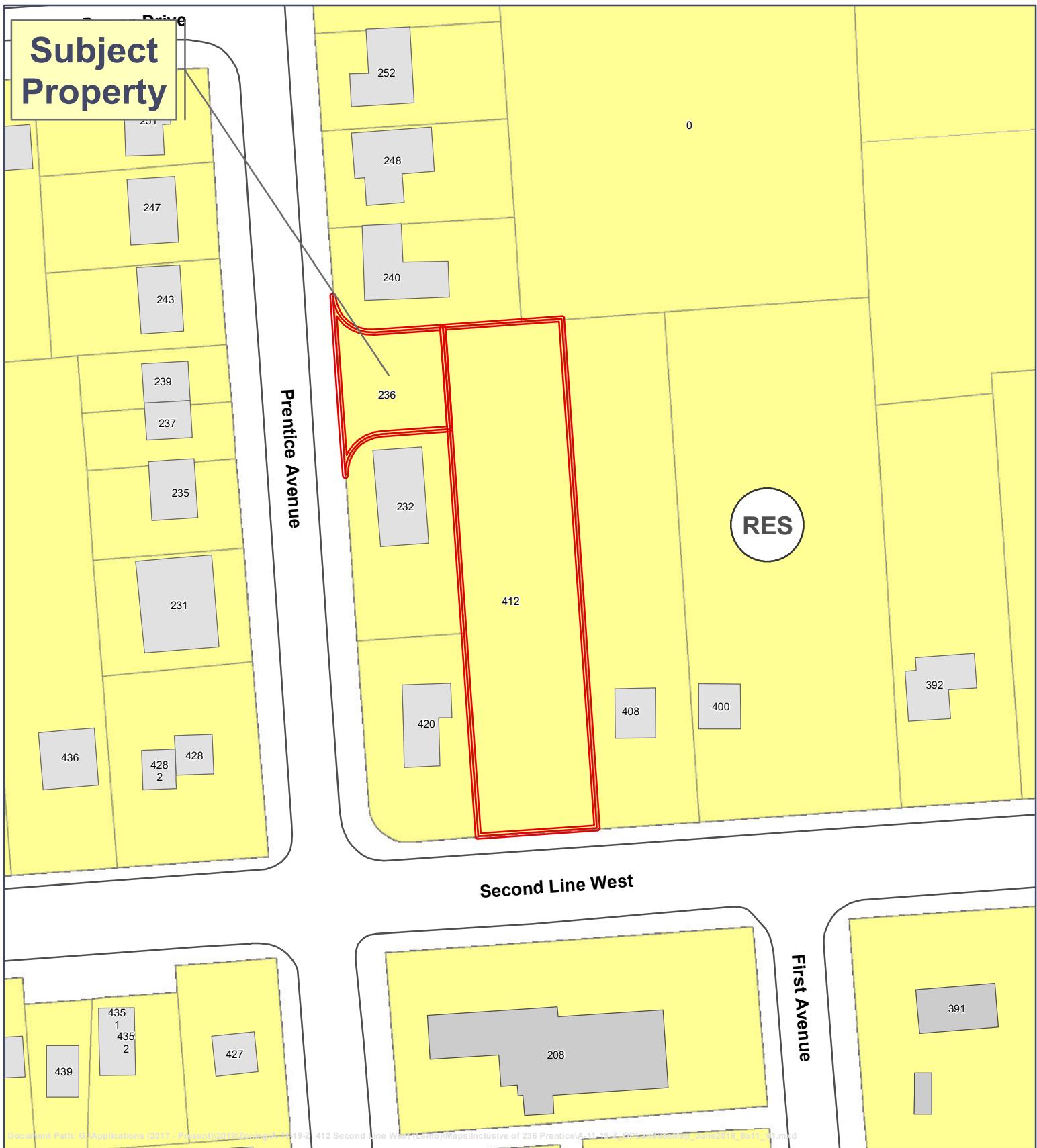
Subject Property



Application Map Series	
<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	

Property Information
Civic Address: 412 Second Line West
236 Prentice Avenue
Roll No.: 060011090000000
060011091010000
Map No.: 80
Application No.: A-11-19-Z
Date Created: June 11, 2019

Legend
Subject Properties
Parcel Fabric
Page 206 of 359



Application Map Series	
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<input type="checkbox"/> Existing Zoning	<input type="checkbox"/> Aerial Image
<input type="checkbox"/> Official Plan Amendment	

Legend	
 	Subject Properties
 	Residential
 	Commercial
 	Institutional
 	Parks Recreation
 	Industrial
 	Rural Area
 	Airport Lands
 	Parcel Lines



Property Information

Civic Address: 412 Second Line West

236 Prentice Avenue

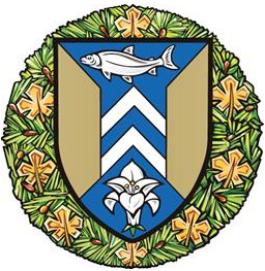
Roll No.: 060011090000000

060011091010000

Map No.: 80

Application No.: A-11-19-Z

Date Created: June 11, 2019



The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Active Transportation Implementation – Cycling Lanes – Pine Street and Willow Avenue

PURPOSE

The purpose of this report is to recommend the implementation of cycling lanes on Pine Street and Willow Avenue, and to authorize staff to proceed with a request for proposals to conduct line painting and symbol markings for the cycling routes approved.

BACKGROUND

At the May 21, 2019 Meeting, four (4) priority cycling routes were presented to Council. These include: Pine Route – Queen Street to Northern Avenue; Queen Route – Sault Ste. Marie Golf Club to Dacey Road; Willow Route – McNabb Street to Northern Avenue; and, Willoughby /Wawanosh Route – Grandmont Crescent to Pine Street.

At that meeting, Council endorsed proceeding with the Queen Route, and the Willoughby/Wawanosh Route. For the Pine Route, and the Willow Route, Council recommended that staff provide additional outreach to those residents that live directly on those streets.

On June 20, 2019, staff hosted an open house at the Algoma Public Health building on Willow Avenue. At this session, over 90 community residents attended. The feedback received at the open house was mixed, with a large contingent either for or against the implementation of the cycling lanes.

ANALYSIS

The open house session was quite valuable as it allowed the residents to voice their concerns and created awareness of the overall traffic related issues in this area. The following is a summary of the major discussion points raised through the public engagement process (in no particular order of significance):

Backing out of driveways/Vehicle speeds: The issue of backing out of driveways was by far, the most paramount issue raised, as residents feel that vehicular speeds are too fast for residents to exit out of their driveways safely.

Staff agrees that this is a valid concern. Both Pine (north of Wellington Street) and Willow have wide cross-sections (i.e. the width of the pavement), with both consistently wider than 11 metres. This results in travel lanes in excess of 5 metres. As a comparison, the recently converted section of Queen Street has travel lanes ranging from 3.25 to 3.50 metres in width. It is understood that wider roads create faster traffic, while narrower roads will encourage slower vehicle speeds.

Staff is of the opinion that the implementation of cycling lanes will assist in slowing traffic. Implementing cycling lanes will narrow the width of the vehicular lanes. As well, the presence of cyclists will also assist in reducing speeds (drivers typically slow down when vehicles approach or pass a cyclist).

Additional traffic calming measures can be explored to address vehicular speeds. Additional comments received were with regards to the lack of cross-walks, discontinuous sidewalks, reducing the posted speed limit, as well the need for additional 4-way stops.

Cycling lanes will reduce Property Values: There is no definitive evidence that cycling lanes positively or negatively impact property values. Property values are impacted by a myriad of factors, such as location, supply and demand, interest rates, economic outlook, population and demographic trends, features, size and aesthetics of the house, renovation potential, and investment potential.

Although not a true indication of “property value” the assessed value is closely tied to the actual market value of the property. As a comparable, staff reviewed assessment data for that segment of Queen Street that underwent the cycling lane/road diet project. The earliest assessment data available for Queen Street is 2013 (start of the Queen Street project). Staff reviewed the 2013 assessed values and compared these to 2019 data. For all but one, the assessed value of properties increased.

Construct a Multi-Use-Path (MUP) on the west side of Pine Street: Although this would be an ideal cycling facility, implementing such a facility would require a significant investment from the municipality, and would only be feasible to implement as part of an overall rebuild of Pine Street. In addition, having a MUP on the west side would require property acquisition, and would require most intersections (specifically signalized intersections) to be reconfigured.

Queen Street (sections with cycling lanes) is different than Pine Street: Many residents of Pine Street felt that Pine is a much different street than Queen Street, and as such, cycling lanes would not be appropriate. However, in reviewing the traffic data for both Pine Street and Queen Street (both before and after the implementation of the cycling lanes), the data shows that the traffic volumes are comparable.

Both Queen and Pine Streets are largely residential streets, with both leading to/from commercial areas. At present, it is the opinion of staff that the current configuration of

Queen Street is working well, and the inclusion of cycling lanes have made the overall experience of Queen Street more pleasant for both vehicles and cyclists.

Data used is too old/incorrect: Most of the data used to conduct the cycling lane analysis was collected post-2015. One data set from Willow Avenue was collected in 2013. However, the majority of the data was collected after major new development along the Pine/Willow north-south corridor.

Building	Occupancy
Algoma Public Health	2011
St. Mary's College	2015
Clergue School	2012
Michael's (Commercial Development)	2012
Sault Area Hospital	2010

Residents also questioned that the number of cyclists presented at the open house was incorrect (discussed later in this report). These numbers were collected using the City's traffic cameras. These cameras were installed at four locations on both Willow Avenue and Pine Street, and captured a full 24-period, both during a week and weekend day. The footage was then viewed by staff, who did a visual count of cyclists during the observed period.

Lack of Crosswalks/Stop Signs: A common comment was the lack of crosswalks in the area. Some specific examples include:

1. Chapple and Willow: Chapple Street is a high density residential area, with many seniors living on this street. Many of these seniors have to access services at the Group Health Centre, or go to the Cambrian Mall for goods and services.
2. Pleasant and Pine: This intersection was cited as problematic, both for pedestrians and vehicles. However, given Pleasant Avenue funnels the majority of the P-Patch subdivision to Pine Street, many students use this street to access St. Paul School, and Sault College. There is a school crossing at this location, however, some residents suggested something more formal be implemented here.

Enforcement: Two enforcement issues have been raised during the engagement process: First, residents cited the need to enforce the parking prohibitions on sections of these streets where parking is prohibited. The residents feel that police have been turning a blind eye to the illegal parking occurring, particularly on Pine Street. Second, residents are concerned with the number of residents that are illegally parking in front yards. A number of the houses on Pine Street are rentals, renting to Sault College students. Many of these houses do not provide parking for all the tenants, and as such, many of the

renters are parking illegally in the front yard (and, in some cases, on the boulevard between the sidewalk and the road).

With regards to illegally parking in front yards, staff will discuss with the Chief Building Official to focus attention on this area (either a public education campaign, enforcement blitz, etc.). With regards to parking illegally on the street, staff will review to ensure that parking prohibitions are accurately conveyed on the street (i.e. making sure no-parking signs are installed), and will discuss with Police services the issue of parking prohibition enforcement.

Designated Emergency Vehicle Routes: Some residents raised that both Willow Avenue, and Pine Street are designated “Emergency Vehicle Routes”. Staff discussed this with the Fire Chief, who indicated that he is not aware of any “Designated Routes”. The Chief also advised that emergency personnel use care on whatever road they drive and are trained to be aware of “cars, bikes, pedestrians” on all streets.

Cyclists don't use these roads: Counts were done on these streets at two different times: Summer 2018, and Spring 2019.

In June of 2019, the City conducted a count of cyclists over a 24-hour period, using traffic cameras, installed at various locations. Visual Counts were then completed. One full 24-hour period was captured on a weekday, and a weekend day.

	Weekend	Weekday
<i>Location</i>	<i>Number of Cyclists</i>	<i>Number of Cyclists</i>
Pine/Northern	66	44
Pine/McNabb	31	14
Pine/Queen	32	3
Willow/Chapple	73	19

During the Summer of 2018, cycling counts were conducted by summer students, and were captured at points along the road, counting cyclists over 3, one and a half hour periods. The following is the data captured from those counts:

<i>Location</i>	<i>Number of Cyclists</i>
Pine/Northern	54
Pine/Willoughby	35
Pine/McNabb	40
Pine/McDonald	29
Pine/Wellington	41
Pine/Queen	51

Willow/Northern	16
Willow/Wawanosh	10
Willow/McNabb	13

The data shows that both of these roads are both well-used cycling routes, and warrant the implementation of cycling facilities.

Losing on-street parking: For the majority of both Pine and Willow, parking prohibitions currently exist (see attached map). For Pine Street, approximately 60% of the street has prohibited parking. Another 12% has time-restricted parking (in front of F.H. Clergue School, there is no parking allowed between September 1st and May 31st; on the east side of Pine Street, from Pleasant Drive to Northern avenue, daytime parking restrictions are in effect).

On Willow Avenue, approximately 80% of the street has prohibited parking, while 5% of the street has time restricted parking (on the east side of Willow, near the Group Health Centre, parking is prohibited during the daytime, Monday to Friday).

On-street parking is not recommended because there is not enough space to accommodate the recommended cycling facility (painted lanes) and on-street parking. The implementation of cycling lanes will result in approximately 28% of Pine Street to losing on-street parking, and 15% of Willow Avenue losing on-street parking. If approved, Traffic By-law 77-200 will need to be amended, removing the remaining on-street parking on both of these streets.

FINANCIAL IMPLICATIONS

The City received \$580,000 through the Ontario Commuter Cycling program. In previous budgets, Council approved \$125,000, and as part of the 2019 Budget, approved another \$20,000. This has resulted in a total implementation budget of \$725,000.

Staff in consultation with WSP estimate the cost to implement the four bike routes is \$120,000. This includes line painting, bike symbols and signage. The line painting for the Queen Route was completed as part of the 2019 Line Painting contract.

The pavement markings and symbols required for the four cycling routes identified earlier in this report would need to be completed by way of a separate contract. Should Council approve the implementation of the Pine and the Willow routes, staff recommends adding the required line painting to that contract.

If approved, a Request for Proposal, seeking a contractor to conduct the necessary pavement markings, symbols installation and line painting will be issued. Should Council

not approve the Pine and Willow routes, the RFP will be issued only for the pavement markings and symbols for the two previously approved routes.

STRATEGIC PLAN / POLICY IMPACT

A robust active transportation network contributes to enhancing quality of life, a key priority identified in the Corporate Strategic Plan. It reduces traffic congestion, improves air quality, provides residents with opportunities for physical activity, and gives people additional mobility choices. The implementation of these routes are also consistent with the City's Cycling Master Plan.

SUMMARY

The additional public consultation was a very valuable exercise, as it fostered a well-rounded discussion on the larger transportation related issues facing this area. While much of the objections raised to date focused on the cycling lanes, the public engagement sessions reveal that the fundamental issue affecting residents is traffic speeds.

At this time staff is recommending that Council approve the implementation of the cycling routes along Pine Street and Willow. It is the opinion of staff that the cycling lanes could help the issue of traffic speeds, as the provision of the cycling lanes will narrow the width of the vehicular lanes, causing motorists to slow down. As well, as observed, both Willow Avenue and Pine Street are well used cycling routes, that will only be improved by the provision of cycling lanes.

It is, however, important to note that the residents on these streets have raised a number very valid concerns. Included in this agenda, is a resolution which asks staff to report back to Council with a "complete streets" plan for this area. A "complete streets" approach is one where all modes of travel are treated equally in the design of the street, and allows any type of travel (whether pedestrian, cycling, public transit, or vehicle) to be accommodated in a safe and efficient manner. This plan may include the review of existing sidewalks, public transit stops, crosswalks, stop control measures, reducing posted speed limits, as well as possible streetscape improvements that could serve to address some of the traffic concerns raised by the residents.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2019 07 15, concerning Active Transportation Implementation – Cycling Lanes – Pine Street and Willow Avenue, be accepted, and that staff implement the Pine Street and Willow Avenue routes, and: that these routes be implemented through a separate contract, providing line painting, as well as pavement markings and painted symbols for four (4) priority routes identified in this report; and that parking prohibitions be extended on the entirety of both Pine Street and Willow Avenue.

Active Transportation Implementation – Cycling Lanes – Pine Street and Willow Avenue

2019 07 15

Page 7.

Respectfully submitted,



Stephen Turco, RPP

Senior Planner

705.759.5279

s.turco@cityssm.on.ca

CURRENT ON-STREET PARKING RESTRICTIONS

 Prohibited

 Prohibited during certain times only

Willow Route

Pine Route



Satellite View



Rachel Tyczinski

Subject: FW: bicycle lanes

From: City Clerk
Sent: Monday, July 8, 2019 8:45 AM
To: Rachel Tyczinski <r.tyczinski@cityssm.on.ca>
Subject: FW: bicycle lanes

From: diane beattie
Sent: Friday, July 5, 2019 6:16 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: bicycle lanes

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

My husband and I are FOR the new bicycle lanes on Pine and Willow Streets. We live on Willow. Bicycles go by all the time. Bicycle lanes will hopefully keep them safer. It will also keep them off the sidewalks. Good luck with your project. We hope it goes through.

Rachel Tyczinski

Subject: FW: Pine Street Bike Lane

From: Megan Deresti

Sent: Sunday, July 7, 2019 1:48 PM

To: City Clerk <cityclerk@cityssm.on.ca>; Steve Turco <s.turco@cityssm.on.ca>

Subject: Pine Street Bike Lane

This email originated outside of the Corporation of the City of Sault Ste. Marie.

Do not open attachments or click links unless you verify the sender and know the content is safe.

Dear Council members,

As a homeowner on Pine Street, I would like to voice my support for the implementation of painted bike lanes along Pine Street. The slight inconvenience of removing street parking is well worth it considering the environmental, social and safety benefits of the bike lane.

The bike lanes would be a huge asset to those of us who bike along Pine Street regularly, but would also improve safety for sidewalk pedestrians who often must walk directly along side fast moving traffic. Bike lanes would benefit children who walk and bike to Queen Elizabeth school and the John Rhodes Community Centre.

I applaud the city for taking the steps to improve active transportation in Sault Ste. Marie.

Thank you for all you do!

Megan Deresti
Pine Street
Sault Ste. Marie, On.

Rachel Tyczinski

Subject: FW: Cycle lanes added to Pine and Willow

From: Nathan and Jennifer
Sent: Monday, July 8, 2019 9:10 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Cycle lanes added to Pine and Willow

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Dear members of Council,

We would like to let you know that we think adding bike lanes to Pine St. & Willow Avenue is a great idea!

We have been living in Sault Ste. Marie for a little over 10 years and have been very pleased with the emphasis the city has had on increasing the infrastructure for outdoor family activities. As a family with 3 young children we have enjoyed the hub trail, the disc golf course, the pump track, the skating path by the Library, and the splash pad, all of which are newer additions to the Sault.

We have recently moved to Pine Street (### Pine) and when we heard that Pine street would be getting bicycle lanes we were thrilled as cycling is one of the things our family loves to do in the spring, summer & fall. I also commute to work daily, year round, on my bicycle, which allows our family to only have one vehicle. I would use these new bike lanes daily, rain or shine, and would appreciate the extra buffer between the traffic. Since moving to Pine St. we have been surprised at the amount of cyclist that go up and down this hill!

Please vote yes to these additional bike lanes!

Sincerely,

Nathan & Jennifer Lambert,
Pine Street,

Recipient: Sault Ste Marie City Council

Letter:

Greetings,

Support Bike Lanes on Pine and Willow.

Signatures

Name	Location	Date
Andre Riopel	Sault ste Marie, Canada	2019-06-22
Dusty Jakomait	Sault Sainte Marie, Canada	2019-06-22
warren duguay	sault ste marie, Canada	2019-06-22
Kevin Teare	Sault Sainte Marie, Canada	2019-06-22
Kyle Slater	Sault Ste. Marie, Canada	2019-06-22
Julie Lauzon	Sault Ste. Marie, Canada	2019-06-22
Lynda Bowyer	Sault Ste. Marie, Canada	2019-06-22
Jeff Arbus	Sault Sainte Marie, Canada	2019-06-22
Jaime Brideau	Sault Ste. Marie, Canada	2019-06-22
Nicole Gajda	Canada	2019-06-22
Kim Fisher	Sault Sainte Marie, Canada	2019-06-22
Heather MacKay	Sault Sainte Marie, Canada	2019-06-22
Josh Hayes-Sheen	Sault Sainte Marie, Canada	2019-06-22
kerry lynne vandaele	sault ste marie, Canada	2019-06-22
Johny Klim	Sault Ste. Marie, Canada	2019-06-22
Samantha Emerson	Waterford, Canada	2019-06-22
Janice MacKay	Sault Sainte Marie, Canada	2019-06-22
Katharine Schopp	Sault Sainte Marie, Canada	2019-06-22
Ian Sinclair	Sault Ste Marie, Canada	2019-06-22
Julie Bussineau	Sault Ste. Marie, Canada	2019-06-22

Name	Location	Date
Michelle Menard	Sault Ste Marie, Canada	2019-06-22
Cara B	Sault Sainte Marie, Canada	2019-06-22
danielle anstess	sault ste marie, Canada	2019-06-22
Matt Battisti	Sault ste marie, Canada	2019-06-22
Deb King	Sault Sainte Marie, Canada	2019-06-22
Lori Swan	Sault Ste. Marie, Canada	2019-06-22
Katie Campbell	Sault Ste Marie, Canada	2019-06-22
Nicole Pyykonen	Sault Ste. Marie, Canada	2019-06-22
David Stoddart	Sault Ste Marie, Canada	2019-06-22
Josh Porco	Barcelona, Spain	2019-06-22
Dwayne Keough	Sault Sainte Marie, Canada	2019-06-22
Erin Nixon	Sault Sainte Marie, Canada	2019-06-22
Kimbal Beckett	Sault Sainte Marie, Canada	2019-06-22
Greg DeFelice	Sault Ste. Marie, Canada	2019-06-22
Carly Denise	Sault Ste. Marie, Canada	2019-06-22
Chuck Miller	Sault Sainte Marie, Canada	2019-06-22
Megan Bouchie	Sault Ste. Marie, Canada	2019-06-23
Fiona Ortiz	Sault Sainte Marie, Canada	2019-06-23
jan roubal	sault ste marie, Canada	2019-06-23
Donna Hakansson	Sault ste Marie, Canada	2019-06-23
Megan Smith	Sault Sainte Marie, Canada	2019-06-23
Ian Laws	SAULT Ste Marie, Canada	2019-06-23

Name	Location	Date
Terrance Roode	Sault Sainte Marie, Canada	2019-06-23
F. Forest	Goulais River ON, Canada	2019-06-23
Amanda Matheson	Sault Ste. Marie, Canada	2019-06-23
Blair Shaw	Sault Sainte Marie, Canada	2019-06-23
steve sachro	sault ste marie, Canada	2019-06-23
Maria Tremblay	Sault Sainte Marie, Canada	2019-06-23
Lynn McCoy	Sault Sainte Marie, Canada	2019-06-23
Mary Greenwood	Sault Sainte Marie, Canada	2019-06-23
Brenda Warnock	Sault Ste Marie, Canada	2019-06-23
Steve Dominy	Canada	2019-06-23
Ray Mueller	Sault Sainte Marie, Canada	2019-06-23
Anita Esson	Sault Sainte Marie, Canada	2019-06-23
Juha Kantovaara	Sault Sainte Marie, Canada	2019-06-23
Ron Prickett	Mississauga, Canada	2019-06-23
Isaac Appaqaq	Sault Ste. Marie, Canada	2019-06-23
Karen LUXTON	Sault Sainte Marie, Canada	2019-06-23
Don Gagnon	Sault Sainte Marie, Canada	2019-06-23
Pat Sutherland	Sault Ste Marie, Canada	2019-06-23
Debbie Shubat	Hilton Beach, Canada	2019-06-23
Dennis Bolton	Sault Sainte Marie, Canada	2019-06-23
karen mikoliew	Sault Ste. Marie, Canada	2019-06-23
Lesley Smithers	Sault Ste Marie, Canada	2019-06-23

Name	Location	Date
doris welz	sault ste. marie, Canada	2019-06-23
Mike Belcher	Sault Sainte Marie, Canada	2019-06-23
susan silver	Sault Ste. Marie, Canada	2019-06-23
Nina Payandeh	Sault Ste Marie, Canada	2019-06-23
james steele	Sault Ste. Marie, Canada	2019-06-24
E A	Canada	2019-06-24
Vivienne Steele	Sault Ste. Marie, Canada	2019-06-24
Kim Pyykonen	Sault Sainte Marie, Canada	2019-06-24
Bev Smith	Sault Ste Marie, Canada	2019-06-24
Ted Barbet	sault ste. marie, Canada	2019-06-24
Audrey Steele	Sault Ste. Marie, Canada	2019-06-24
Bonnie L.	Sault Ste. Marie, Ontario, Canada	2019-06-24
Cassandra Nielsen	Sault Sainte Marie, Canada	2019-06-24
Jerry Kroetsch	Sault Sainte Marie, Canada	2019-06-24
Rebecca Horsford	Sault Sainte Marie, Canada	2019-06-24
Philip Lauzon	Sault Sainte Marie, Canada	2019-06-24
Shirley Mantyla	Sault Sainte Marie, Canada	2019-06-24
Javad Ghassemkhani	Sudbury, Canada	2019-06-24
Glenn Adams	Sault Sainte Marie, Canada	2019-06-24
Carmen Niessen	Richards Landing, Canada	2019-06-24
Celia Graham	Sault Sainte Marie, Canada	2019-06-24
Joe Churcher	Sault Sainte Marie, Canada	2019-06-24

Name	Location	Date
Frances Fisher	Sault Sainte Marie, Canada	2019-06-24
jack trombello	Saskatoon, Canada	2019-06-24
Sheila Shannon	Sault Sainte Marie, Canada	2019-06-24
Anne O'Connor	Sault Ste. Marie, Canada	2019-06-24
Sean Churcher	Sault Ste Marie, Canada	2019-06-24
Frank Matejka	Sault Sainte Marie, Canada	2019-06-24
David Patterson	Sault Sainte Marie, Canada	2019-06-24
Rick Wytsma	Sault Sainte Marie, Canada	2019-06-24
Sandra Walsh	Sault Sainte Marie, Canada	2019-06-24
Mary-Jo Matejka	Sault Sainte Marie, Canada	2019-06-24
Aja Lefave	Halifax, Canada	2019-06-24
Adam Cowley	Sault Ste Marie, Canada	2019-06-24
Kara Flannigan	Sault Sainte Marie, Canada	2019-06-24
Jennifer (FIELD) Entwistle	Sault Ste Marie, Canada	2019-06-24
Joseph Sufady	North York, Canada	2019-06-24
Matt Chlebus	Sault Ste Marie, Canada	2019-06-24
Peter Uhlig	Sault Sainte Marie, Canada	2019-06-24
James O'Brien	Sault Ste Marie, Canada	2019-06-24
Lena Krysa	Sault Sainte Marie, Canada	2019-06-24
John Johnson	Orangeville, Canada	2019-06-24
christa prophet	Sault Ste. Marie, Canada	2019-06-24
David Cate	Traverse City, US	2019-06-24

Name	Location	Date
Kennedy Michele	Sault Ste. Marie, Canada	2019-06-25
Colleen Murphy	Sault Sainte Marie, Canada	2019-06-25
Janice Lefave	Sault Ste. Marie, Canada	2019-06-25
Harvey Lefave	Sault Ste Marie Ontario, Canada	2019-06-25
Nicholas Brash	Goulais River, Canada	2019-06-25
taylor beauregard	sault ste marie, Canada	2019-06-25
Benjamin Davey	Sault Ste. Marie, Canada	2019-06-25
Sandra Johnson	Canada	2019-06-25
Megan Deresti	Sault Sainte Marie, Canada	2019-06-25
Jason Greco	Sault Sainte Marie, Canada	2019-06-25
Shane Gillespie	Sault Ste Marie, Canada	2019-06-25
Laurie Gieni	Sault Sainte Marie, Canada	2019-06-25
Wade Kraft	Sault Ste. Marie, Canada	2019-06-25
Erin Ratelle	Sault Ste Marie, Canada	2019-06-25
Greg Beith	Sault Ste Marie, Canada	2019-06-25
Leslie Dafoe	Sault Sainte Marie, Canada	2019-06-25
Bridget Murphy	Sault Ste. Marie, Canada	2019-06-25
Sarah Williamson	Sault Sainte Marie, Canada	2019-06-25
Marg Williamson	Toronto, Canada	2019-06-25
Rachel Parisien	Sault Sainte Marie, Canada	2019-06-25
Krista Minelli	Sault Sainte Marie, Canada	2019-06-25
Noah Betik	Waterloo, Canada	2019-06-25

Name	Location	Date
Shannon McLeod	Sault Sainte Marie, Canada	2019-06-25
Patrick Giunti	Sault Sainte Marie, Canada	2019-06-25
Jennifer Flood	Sault Sainte Marie, Canada	2019-06-25
Joanna Macdougall	Sault Sainte Marie, Canada	2019-06-26
Heather Carter	Sault Ste. Marie, Canada	2019-06-26
Jannick Harvey	Sault Ste. Marie, Canada	2019-06-26
Dhanoa Lakhwinder	Kelowna, Canada	2019-06-26
Joanne McLean	Windsor, Canada	2019-06-26
Tamara Meadows	sault ste. marie, Canada	2019-06-26
Ted Wolkenhauer	Eugene, US	2019-06-27
Sarah Boniferro	Sault Ste. Marie, Canada	2019-06-27
Audrey Vandoorne	Boissevain, Canada	2019-06-27
Hongsuk Jin	Vancouver, Canada	2019-06-27
Jane Harper	Whistler, Canada	2019-06-27
Adonis Pipke	Calgary, Canada	2019-06-27
Anthony Gavrilovits	Port Moody, Canada	2019-06-27
Eoin Pountney	Chilliwack, Canada	2019-06-27
Gerald Westmacott	Nanaimo, Canada	2019-06-27
Angela Quiroga Vargas	Calgary, Canada	2019-06-27
Samerawit Seifu	Ottawa, Canada	2019-06-27
Joe Jazvac	Pierrefonds, Canada	2019-06-27
Anne Louise Pearl	Canada	2019-06-27

Name	Location	Date
Debra Meades	Toronto, Canada	2019-06-27
Ruth Galinis	Sault Ste. Marie, Canada	2019-06-27
James Eppley	Skippack, US	2019-06-27
Diana Fudge	Lewisporte, Canada	2019-06-27
Nada Mohamed	Vaughan, Canada	2019-06-27
Lisbeth Salinas	Chicago, US	2019-06-27
Laura Sabatino	Burlington, Canada	2019-06-27
Vanessa Ouellette	Shawinigan, Canada	2019-06-27
Anand Siewnarine	Erin, Canada	2019-06-27
Brad Thomas	Seaforth, Canada	2019-06-27
laura merz	Toronto, Canada	2019-06-27
Randie Gregoire	Sault Sainte Marie, Canada	2019-06-27
Steven Jones	Huntsville, US	2019-06-27
Georgia Huisman	Sherwood Park, Canada	2019-06-27
gerardo valencia	Watsonville, US	2019-06-27
Michael Bilboe	Ottawa, Canada	2019-06-27
Taylor Hancock	Coeur D Alene, US	2019-06-27
Taylor Ocon	Whittier, US	2019-06-27
Wendy Little	Saskatoon, Canada	2019-06-27
stephanie perreault	Belmar, US	2019-06-27
tommy gatses	Morris, US	2019-06-27
Ava Henkel	Dyersburg, US	2019-06-27

Name	Location	Date
Sophia Halm	Perrysburg, US	2019-06-27
Lesley Fletcher	Toronto, Canada	2019-06-27
Tyler Burkett	Riverbank, US	2019-06-27
jaida grace	NY, US	2019-06-27
Catherine Hansson-Daley	Kirkland Lake, Canada	2019-06-27
Jsjjsja Jandjena	Houston, US	2019-06-28
Christle Bennett	North Port, US	2019-06-28
Carolyn O'Connor	Goulais River, Canada	2019-06-28
Tracey McClelland	Sault Sainte Marie, Canada	2019-06-28
Lynne Thompson	Vancouver, Canada	2019-06-28
Courtney Walker	Duluth, US	2019-06-28
Susan J Buzza	Chicago, US	2019-06-28
deane greenwood	Canada	2019-06-28
Debbie Dunn	Sault ste Marie, Canada	2019-06-28
Ellen Basham	Sault Sainte Marie, Canada	2019-06-28
Janet Murguia	Santa Maria, US	2019-06-28
Noah Kahn	Asheville, North Carolina, US	2019-06-28
Raymond Hamelin	Ottawa, Canada	2019-06-28
Tadeh Petrossian	Glendale, US	2019-06-28
Renn Strong	Hillsboro, US	2019-06-28
Trisha Sadiarin	San Diego, California, US	2019-06-28
margaret wong	Pasadena, US	2019-06-28

Name	Location	Date
Ethel Denney	Lafayette, Indiana, US	2019-06-28
Brooke Schulz	Lansing, US	2019-06-28
Mason Carr	Fredericton, Canada	2019-06-29
christian Lanner	Montréal, Canada	2019-06-29
Joe Andrzejewski	Toronto, Canada	2019-06-29
Kaela Baack	Kansas City, US	2019-06-29
Sheila Houghton	Brush, US	2019-06-29
Bob Maloney	Sault Sainte Marie, Canada	2019-06-29
Cara Colley	Fort McMurray, Canada	2019-06-29
Utkarsh Nath	Fremont, US	2019-06-29
Myriame Payette	Lepiphanie, Canada	2019-06-29
Darrin Carter	Ontario, Canada	2019-06-29
Deborah Kemp	Abilene, US	2019-06-30
John Wells	Florence, US	2019-06-30
Kira Ziegler	Medicine Hat, Canada	2019-06-30
Gaye McLennan	Calgary, Canada	2019-06-30
neil wallace	Sarasota, US	2019-06-30
Jamison England	Union, US	2019-06-30
Shaheen Sageer	Dallas, US	2019-06-30
Patricia Garley	Burlington, Canada	2019-06-30
Heidi Tserghanos	Mississauga, Canada	2019-06-30
Mathew Malzer	Hamlet, US	2019-06-30

Name	Location	Date
Paul Fraser	Hamilton, ON., Canada	2019-06-30
Oscar Bueso	Huntington Station, US	2019-06-30
Jordan George	Watertown, US	2019-06-30
Solomon Salisbury	Sault Sainte Marie, Canada	2019-07-03
Gino Posteraro	Sault ste marie, Canada	2019-07-03
Grace Lobert	Sault Sainte Marie, Canada	2019-07-05
Joe Baldock	Winnipeg, Canada	2019-07-05
Alison Dutkiewicz	Sault Sainte Marie, Canada	2019-07-06

Recipient: Sault Ste Marie City Council

Letter: Greetings,
Support Bike Lanes on Pine and Willow.

Comments

Name	Location	Date	Comment
Dusty Jakomait	Sault Sainte Marie, Canada	2019-06-22	"More cycling lanes and routes make it safer to ride in our city"
Kyle Slater	Sault Ste. Marie, Canada	2019-06-22	"More bike lanes make for a safer commute as well as help the cycling community grow!"
Lynda Bowyer	Sault Ste. Marie, Ontario, Canada	2019-06-22	"We need bike lanes on Pine and Willow - bike lanes make cities safer. The City of Sault Ste Marie often promotes our community as family friendly- bike routes are where the "rubber hits the road". I have a bike lane right in front of my house and at no time has it caused me any parking or safety problems ."
Nicole Gajda	Canada	2019-06-22	"They are needed"
Samantha Emerson	Waterford, Canada	2019-06-22	"YES YES YES"
Katharine Schopp	Sault Sainte Marie, Canada	2019-06-22	"It's important to have safe, city wide bike trails."
danielle anstess	sault ste marie, Canada	2019-06-22	"Bike lanes are important to me!!"
Lori Swan	Sault Ste. Marie, Canada	2019-06-22	"I ride!"
Erin Nixon	Sault Sainte Marie, Canada	2019-06-22	"I use the hub trail frequently. A bike lane on Pine Street would support the safety of bikers and encourage more bikers to use the trail."
Carly Denise	Sault Ste. Marie, Canada	2019-06-22	"I'm signing because we need safe alternatives for biking around town where we don't feel threatened by motor vehicles. Bike lanes are the solution. The Queen Street Lane is populated regularly with non-motorized vehicles. If we build, they will come!"
Chuck Miller	Sault Ste. Marie, Canada	2019-06-23	"Vision Zero - need safe infrastructure for pedestrians and cyclists."
Maria Tremblay	Sault Sainte Marie, Canada	2019-06-23	"I love to ride my bike just because it's such an awesome experience besides all the positives!!! I'd love to be included on the streets & feel safe!!!"
karen mikoliew	Sault Ste. Marie, Canada	2019-06-23	"cycling in the community creates health"
Lesley Smithers	Sault Ste Marie, Canada	2019-06-23	"i'm supporting bike lanes because i have a service dog and i find it hard walking on the side walk when ppl are ridding there bikes on the sidewalks then they expect me too move out of the way"
james steele	Sault Ste. Marie, Canada	2019-06-24	"Society and the global climate needs infrastructure and policy that encourages and supports safe, non-motorized transportation options."

Name	Location	Date	Comment
Bev Smith	Sault Ste Marie, Ontario, Canada	2019-06-24	"I want to have a bicycle friendly community."
Bonnie L.	Sault Ste. Marie, Ontario, Canada	2019-06-24	"I'm signing this petition because it's about time we had a city wide cycling network throughout all parts of the Soo. It's good for people and the environment."
Carmen Niessen	Richards Landing, Canada	2019-06-24	"I signed in the interest of community, safety and confronting climate change."
Sandra Johnson	Canada	2019-06-25	"Safety for cyclists."
Gregory Beith	Sault Ste. Marie, Canada	2019-06-25	"Safely connect the Hub Trail to more homes and businesses."
deane greenwood	Canada	2019-06-28	"active transportation is the solution not the problem"

We the residents of Willow Avenue and Pine Street petition the City of Sault Ste. Marie to not implement Cycling Lanes and remove on street parking on Willow Avenue and Pine Street.

We find that these streets are too dangerous and will be a risk to cyclists and all other stakeholders. The two streets have undergone great changes in 12.5 years since the Master Plan was created in 2007. The data collected is outdated and incomplete all risk factors were not considered. The data is not a true reflection of the reality of Willow Ave. and Pine Street in 2019.

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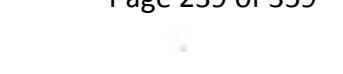
- 4 -

LETTER YOUR NAME

Printed Name	Signature	Address
Sara Quinton	Sara Quinton	702 Lennox Ave
Julia Zeppe	Julia Zeppe	48 Riverin Ave
Nick Bernado	Nick Bernado	150 Willow
Nancy Kiel	Nancy Kiel	Hair Lab International
Erika Cartot	Erika Cartot	OLD GARDEN River Rd
PAT MANCUSO	PAT MANCUSO	77 Willow Ave
J. Terry	J. Terry	61 Donka St.
Marti	Marti	109 Blakelace
Linda Ambeau	Linda Ambeau	101 Ransome Dr.
KEN MACDONALD	KEN MACDONALD	77-WINCOX - 1
PAT STRATICHUK	PAT STRATICHUK	77-WINCOX - 1
Nana Briel	Nana Briel	525 Charles St
Lois WHITE	Lois White	601 Macdonald Ave
Lori Stefanizzi	Lori Stefanizzi	114 Dell Ave.
John Stefanizzi	John Stefanizzi	114 Dell Ave.
Han Iatunite	Han Iatunite	77 Willow Ave.
Shaw Merson	Shaw Merson	Shaw
Eileen West	Eileen West	601 MacDONALD AV
GREG BOCK	GREG BOCK	Chez Day
Terry GAGNE	Terry GAGNE	1-3 McYroose
Cathy DeClerck	Cathy DeClerck	177 Willow
Paula HARRISON	Paula Harrison	75 Sharon Crescent
Arlene MILLER	Arlene Miller	18 Ferguson Ave
Audrey FEASER	Audrey FEASER	79 Campbell Ave
Erma LAROCHE	Erma LAROCHE	17 Routhby Ave.
Cathy Greco	Cathy Greco	16 1/2 Beechwood
Muriel Fitzsimmons	Muriel Fitzsimmons	734 Pine St
Randy McClarty	Randy McClarty	572 Lake
Shannon Edwards	Shannon Edwards	75 Legion St. Apt#2

Printed Name	Signature	Address
ART BAXVAD	O'Brien	864 COOPER ST 43 LEWIS RD
DANIEL OHL		56 Third Line E
HENRY WOODWARD		310 REID ST 2-SILVERBIRCH #114
ERIK HAUMLA		25 WOODHURST DR
JERRY FORTIER		535 PARLIAMENT ST
FRANK KUCHER		1891 10TH Street
TONY LEAMMEL		13 SIMON AVE
MARIO TACCI		131 BELMONT AVE.
PAT MANNIX		145 HEADING DR
VIC BAZATO		RR#1 HOWLAND BAY
KENNEDY BARSANTI		1316 TOWNLINE SLM
Jerry Acid		
JACK CLARK		
Bob Boulliard		
Rocco D'Amico		
J.P. GREGG		3987 Easy Street.
DAVE Deelan		25 SEASIDE RD.
RICK DOWD		528 LAKE ST.
Mika Kavanagh		Root River
JASON Rowley		339 NIXON
Jordy MacKay		252 4TH LINE E
Bog FOSTER		163 4TH LINE E.
Frank CARY		87 WITORTI CRES
MARK Nutt		58 MARINA BLD Annex Two
DAN BARSANTI		95 RETTA ST.
T. Greshie		36 ANNA ST
CLAUDIO JR. Greshie		123 TECLES P.
Blaine D'Amico		47A 1st St.
Matt McGregor		44 Findlay Dr.

Printed Name	Signature	Address
Sandra Mitchell	Sandra Mitchell	3-76 Willow Ave.
Lizette Ryckman	Lizette Ryckman	
Annetta Ryckman	Annetta Ryckman	2-76 Willow Ave
Lizette Ryckman	Lizette Ryckman	2-76 Willow Ave
Cathy Jahn	Cathy Jahn	27 Point Rd Averasburg
Linda Jahn	Linda Jahn	Work on Willow
JYLA P Thorkison	JYLA P Thorkison	102 Allendale Dr
Giselle Greco	Giselle Greco	167 Andrew
JOK MOIETTI	JOK MOIETTI	78 Willow Ave
Tracy Cavello	Tracy Cavello	104 Willow Ave
Linda Yourchuk	Linda Yourchuk	246 Howell and Bay Gables
Ruth Cycillo	Ruth Cycillo	987 North St
Mike Kavanagh	Mike Kavanagh	340 Sixth Ave South St. John's
Maart DeMarco	Maart DeMarco	119 Willow Ave SSM
PATRICIA MAXWELL	PATRICIA MAXWELL	316 55 Chapple Ave
Theresa Bebamikawa	Theresa Bebamikawa	55 CHAPPLE AVE #304
Isabella Wickert	Isabella Wickert	55 Chapple Ave #216
Audrey King	Audrey King	55 Chapple Ave #107
Theresa Margotte	Theresa Margotte	55 Chapple Ave 302
Lois Thomas	Lois Thomas	55 Chapple #215
Lisa Haward	Lisa Haward	55 Chapple #312
N. Greco	N. Greco	55 Chapple #105
Georgina Eason	Georgina Eason	55 Chapple #311
Valerie Whiteley	Valerie Whiteley	55 Chapple #314
JACKIE BEACH	JACKIE BEACH	19 Chapple
Sandy Gardner	Sandy Gardner	18 Chapple
Bob Lewis	Bob Lewis	825 Pine St
Jennifer Lewis	Jennifer Lewis	825 Pine St
Angela Cerusola	Angela Cerusola	160 Elmwood Ave.

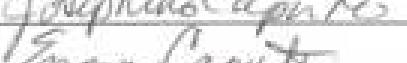
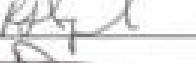
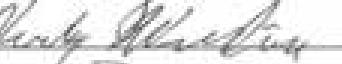
Printed Name	Signature	Address
David Fedean		51 Gubb Street 987 NCN 7M3, UNIT
John Cuccia		271 Willow
Frank Iatrapillo		1495 Peoples
Mark Kallomenos		601 Mt. DONALD AV.
Don Court SNR.		104 Adrian Dr.
Jones Stanchetta		944 North
Adam D'Onizio		DENNIS TRIBISANTO
Dave Fraser		10 LOSTONE ST.
Andrea		9 Conna Ave
Ngo Goldko		80 Third Line E.
John Lange		521 OLD COULON RD.
Kon Wudin		218-626 AIRPORT K.
Paul Boisvert		1072 Queen St. E.
Rick D'Onizio		1 manches case #2
DAVE KENDRICK		291 FIRST AVE.
Rob Kendrick		160 WILDING
Ken McDonald		68 Glenwood Ave.
Keith Beausoleil		98 Ashgrave Ave
Marc Raco		146 Beechwood
Bob Willett		1044 3rd Line East
Alan Hector		44 - 78 Baeten Road
Matt Sibilo		19 WALTERS ST
Jody Devote		85 Foothill RD
Nick Guzzo		174 Reid St.
Danny Arella		515 Douglas St.
Bob Stewart		150 Plantier Ave
Gennaro Minervini		113 Lansdowne Ave
Amelia Minterdini		113 Lansdowne Ave.

Pine St & Willow Ave

Printed Name	Signature	Address
Amy O'NEILL	A. O'Neill	80 Gable Ave
Brian Labine	B. Labine	110 Charlton II Dr
Chery Alberta	C Alberta	254 Lefever St
Lindsay Bardawill	L. Bardawill	54 Indian Drive
Lyle Sutherland	Lyle Sutherland	80 Gable Ave
Melanie Laerace	Melanie Laerace	1001 Second Line W #25
Mike Irvine	Mike Irvine	1001 Second Line W - 25
Randy ALBERTA	R. Alberta	254 Lefever St
Aria Nellyla	Aria Nellyla	55 Pratice Ave
ELAINE MARTEL	E Martell	593 Wallace Ter. #1
Ashley Wieczor	Ashley Wieczor	33 Birchland Crt.
Tatti Wieczor	Tatti Wieczor	33 Birchland Crt
Darren Horton	D. Horton	56 London St.
Jean Guise	Jean Guise	2174 Mission Rd.
Tracy Sayers	Tracy Sayers	39 August
Lori Bonner	Lori Bonner	79 Kitchener Rd
Katie Utterback	Katie Utterback	110 Charlton II Dr.
Lorraine L'Huillier	Lorraine L'Huillier	27 Amherst St.
Kayla Farris	Kayla Farris	282 Whiting Dr
Danira Saunders	Danira Saunders	68 Bloor St W
M. Le Feuvre	M. Le Feuvre	1300 Park St
Rick Farrell	Rick Farrell	101 Greenfield
Mark Messers	Mark Messers	474 Hwy 552 W
Michael Rose	Michael Rose	49 Marchant St
Mark Bonnell	Mark Bonnell	79 Kitchener Rd
Josh Jarrell	Josh Jarrell	832 Second Line W.
Gina Parisi	Gina Parisi	58 Churchill Ave
Beverly Gedin	Beverly Gedin	986 Pine Street
Bonnie Miller	B. Miller	310 Argent St.
Keith Hess	Keith Hess	37 Princess Dr

Printed Name	Signature	Address
Brittany Paquette	Brittany Paquette	432 Henry Street S.S.N.
Lucy D'Angelo	L. D'Angelo	54 Norden Cr.
AL D'ANGELO	A. D'Angelo	54 Norden Cr.
MARY Brown	Mary Brown	(705) 949-2172 74 Willow Ave. 46 Willow Ave
Derrick Wodley	Derrick Wodley	
Darlene Gray	Darlene Gray	30 Willow.
Vincent Gray	Vincent Gray	30 Willow
PAUL GROUTIER	Paul Groutier	12 Willow
PHIL CLOUTIER	Philip Cloutier	12 Willow
Derick Janus	Derick Janus	90 Willow
TOM KENTING	Tom Kenting	94 Willow
Rebecca Kenting	Rebecca Kenting	94 Willow Ave.
JANET McKINNON	Janet McKinnon	128 WILLOW AVE.
Robert Martin	Robert Martin	140 Willow Ave
DAVID MARTIN	David Martin	134 Willow Ave
PAT TORQUATO	Pat Torquato	978 Lake St
Brenda Torquato	Brenda Torquato	978 Lake St
Rose PROIETTI	Rose M. Proietti	126 Laura St.
C. Ceravolo	C. Ceravolo	1016 Lake
Sherri Ceravolo	Sherri Ceravolo	1016 Lake
Jaden Ceravolo	Jaden Ceravolo	1016 Lake
John Ceravolo	John Ceravolo	237 Mac Donald
Kelly Conway	Kelly Conway	237 Mac Donald
Sandy Cattaneo	Sandy Cattaneo	237 Mac Donald
Paul Conway	Paul Conway	114 Mac Donald
Sara Davis	Sara Davis	432 Boundary Rd
Gerry Yeo	Gerry Yeo	69 Boundary Rd
1. - Maynard	1. - Maynard	183 Albert St.
ANNIEE TOME	ANNIEE TOME	18 Bolton Rd

WILLOW AVE.
DINE ST.

Printed Name	Signature	Address
Laura Romeo		100 Willow Ave
Julie Richards		100 Willow Ave
Floyd McLean		191 Willow Ave
Yvonne Bell		171 Willow Ave
Kelly Knob		124 Willow Ave
Jeff Cole		124 Willow Ave
Joseph Caputo		93 Panorama Dr.
Enya Caputo		93 Panorama Dr.
WAYNE Richards		340 Patricia St
Rebecca Richards		340 Patricia St
Kerry Scott		941 Panorama Dr.
Rhode Stage		99 Panorama Dr.
Dallen Spinton		1716 Tannered St.
A. D'Inza		67 Fairmount
Art Dennis		139 Princess Es
Cathy Parr		14 Ascot
Vicky Wilding		938 Wallace Terrace
Richard Beharrell		131 Pine Street
Punita Zogardo		36 Avenue
GENO ZIGORO		36 Avenue
Adams Bernardo		37 Donna Drive
Dora Bernardo		37 Donna Dr.
John Bernard - Traynor		114 Willow Ave.
Jasmine Bob		149 Willow Ave
Derek Bob		149 Willow Ave
Chris H. Harley		149 Willow Ave.
Ryanne		60 Tilley
Suzanne McGahey		79 Tilley Rd
Bob Valade		79 Tilley Rd

OPPOSED TO:
Bike Lanes

Printed Name	Signature	Address
Dolores Proietti	Dolores Proietti	72 Willow Ave
BILL Borst	Bill Borst	86 Willow ave.
Jay Wheeler	Jay Wheeler	464 Parliament
Shelley Rawlinson	Shelley Rawlinson	76 Rush Ave.
Ty Boarter	TY Boarter	41 Old Garden
HELENA LOPES	Helena Lopes	187 Willow
Marilyn M. Pichette	Marilyn Pichette	735 North St.
Ruthann Shantz	Ruthann Shantz	1978 Pinewoods Dr.
Lyle Corbier	Lyle Corbier	126 Pilgrim St
Nomique Floyd	Nomique Floyd	600 CONNAUGHT AV
PAT Clark	PAT Clark	808 Bonney St.
Laura Wheeler	Laura Wheeler	464 Parliament St.
Melissa Diamantin	Melissa Diamantin	31 Grandmont Dr.
Lindsay Poole	Lindsay Poole	10 Westridge Rd
Eva Aceti	Eva Aceti	120 Westridge Rd.
Maria Caputo	Maria Caputo	157 Panorama Dr.
EPIC 10 DIAHAN HUTCH	EPIC 10 DIAHAN HUTCH	15 Broadleaf
Gabriela Dumanescu	Gabriela Dumanescu	5 Grandmont
P. Aceti	P. Aceti	120 Westridge Rd
Ross Caputo	Ross Caputo	157 Panorama Dr.
Tim Hartling	Tim Hartling	80 Ellis Road
SERENA ANTIO	SERENA ANTIO	195 Palmer Ave.
Cynthia Antio	Cynthia Antio	195 Park Ave
Nicole Grisdale	Nicole Grisdale	146 Palace DR
Rock Folz	Rock Folz	Scouts 4 more
Tim Fawcett	Tim Fawcett	27 Hunter St.
Ica Maurice	Ica Maurice	786 Third Line E.
WILL DUBois	WILL DUBois	8 Neighbourhood
Isabella Cannata	Isabella Cannata	527 Millbank St.

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Petition re: Bike Lanes info on back
opposed to

Printed Name	Signature	Address
BARBARA GOUGH.	<u>Barbara Gough</u>	954 Pine St, SSM P6B 5V1
Eric Warren	<u>Eric Warren</u>	974 Pine St P6B 5D1
Jonah DONARDIR	<u>Jonah Donardir</u>	978 pine st.
Nicole Doherty	<u>Nicole Doherty</u>	1004 Pine St.
Kieran Boyes	<u>Kieran Boyes</u>	1008 Pine St.
Gail Pitawanakwat	<u>Gail Pitawanakwat</u>	960 Pine St
Mike Schug	<u>Mike Schug</u>	902 Pine St.
Rachel Cobean	<u>Rachel Cobean</u>	902 Pine St.
Jeff Bastien	<u>Jeff Bastien</u>	892 Pine St
JIM Mac Donald	<u>Jim Mac Donald</u>	878 Pine St
Karen H. Boutilier	<u>Karen H. Boutilier</u>	908 Pine St
Florencia Carlino	<u>Florencia Carlino</u>	894 Pine St
Claudio Tucci	<u>Claudio Tucci</u>	165 Pleasant Dr.
Annamarie Tucci	<u>Annamarie Tucci</u>	165 Pleasant Dr.
Mary-Lou Rizzo	<u>Mary-Lou Rizzo</u>	159 Pleasant Dr.
Debbie Dailey	<u>Debbie Dailey</u>	155 Pleasant Dr.
Jeff Jurek	<u>Jeff Jurek</u>	147 Pleasant Dr.
NEIL GRAHAM	<u>Neil Graham</u>	141 Pleasant DRING
JIM EGAN	<u>Jim Egan</u>	131 Pleasant Dring
Nella Caputo	<u>Nella Caputo</u>	127 Pleasant Dr.
Dom Niro	<u>Dom Niro</u>	113 Pleasant St.
JEFF Hunter	<u>Jeff Hunter</u>	25 ASSUNTA Av.
AUDREY Brown	<u>Audrey Brown</u>	68 Willow Ave
Marilyn Brown	<u>Marilyn Brown</u>	68 Willow Ave
Reg Richardson	<u>Reg Richardson</u>	830 Pine St.
Bobby GREGG	<u>Bobby Gregg</u>	829 Pine St.
Rebecca Keating	<u>Rebecca Keating</u>	94 Willow Ave.
Tom Keating	<u>Tom Keating</u>	94 Willow AVE

Printed Name	Signature	Address
Karen Beauchamp	Karen Beauchamp	926 Pine St.
Jammy Beckerton	Jammy Beckerton	924 Pine St
Albert Larivée	Albert Larivée	942 Pine St
CHARLES HOMERSON	Charles Homerson	952 Pine St
Ravi Kumar	Ravi Kumar	968 Pine St
Saleh Issa	Saleh Issa	980 Pine St
Candy Mosher	Candy Mosher	990 Pine St.
Fiona McKenna	Fiona McKenna	998 Pine St
claude Lacroix	claude Lacroix	1010 Pine St
Rose Lacroix	Rose Lacroix	1010 Pine St.
BRIAN COOK	Brian Cook	1014 Pine St
LAURENCE LARIVÉE	Laurence Larivée	948 Pine
Brittany Ladouceur	Brittany Ladouceur	948 Pine St.
Shelley MacEachen	Shelley MacEachen	944 Pine St
PAUL NEIDRAUER	Paul Neidrauer	940 Pine St.
JOHN Bullock	John Bullock	926 Pine St
J. Krishdeepak.	J. Krishdeepak.	934 Pine Street.
D. PORTER	D. Porter	930 Pine Street
Lucy Luston	Lucy Luston	906 Pine Street
Cecile Darton	Cecile Darton	19 Plummer Court
Odele Ogden	Odele Ogden	127 Rossmead Rd
Norma Marshall	Norma Marshall	1025 Land Line West
Sharon Lessik	Sharon Lessik	26 Princeton
DONNA THIBAULT	Donna Thibault	904 Pine St.
Vincente Moore	Vincente Moore	896 Pine
Toddler Jack	Toddler Jack	884 Pine
M. McCarthy	M. McCarthy	882 Pine St
Jean Hall	Jean Hall	950 Pine St

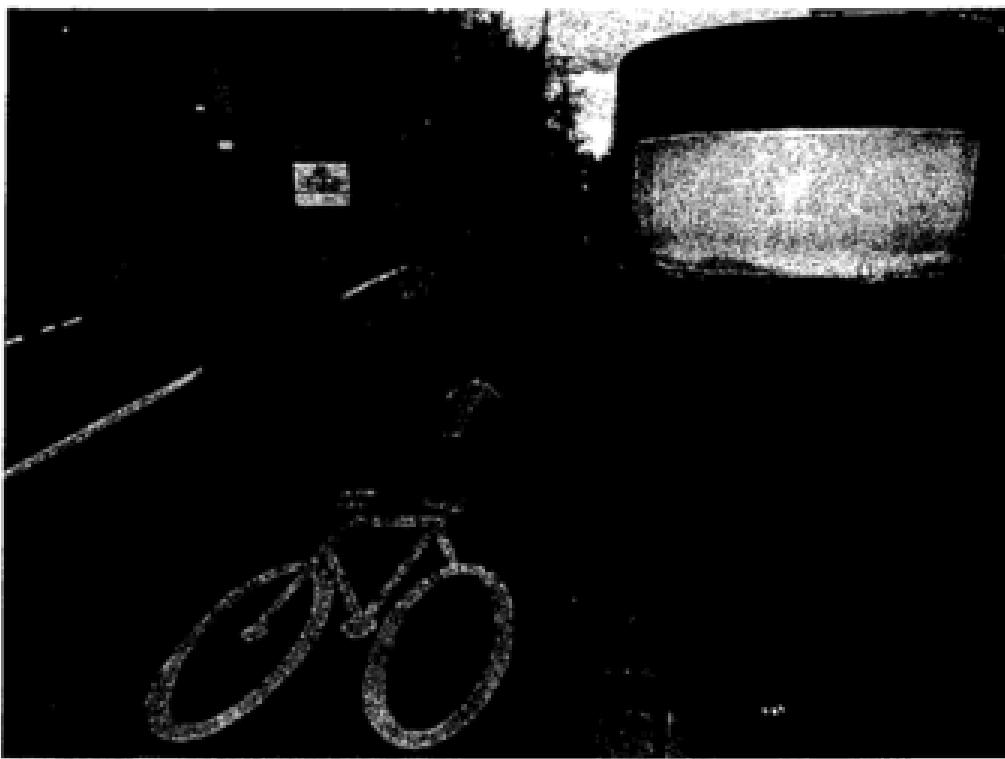
Printed Name	Signature	Address
DON MCKINNON	<u>Don MCK</u>	530 PINE ST E.
JEAN HALE	<u>J. Hale</u>	950 PINE ST
Rosemary Proby	<u>R. Proby</u>	Windsor St.
Steve Meunier	<u>Steve Meunier</u>	938 PINE ST.
Sharon Cameron	<u>Sharon Cameron</u>	816 Pine St.
ERIK SILLMAN	<u>Erik Sillman</u>	134 PLEASANT DR.
Don Cramm	<u>Don Cramm</u>	816 PINE ST.
Les DICKINSON	<u>Les Dickinson</u>	730 Pine St.
M Fitzsimmons	<u>M Fitzsimmons</u>	734 PINE ST
DAN DESJARDINS	<u>D. Desjardins</u>	734 PINE ST.
Hot Dogging	<u>Hot Dogging</u>	139 Pinewood Stres
Cathy Parr	<u>Cathy Parr</u>	14 Afoot
Vicky Wilding	<u>Vicky Wilding</u>	938 Wallace Terrace
Richard Bonaventure	<u>Richard Bonaventure</u>	181 Pine Street
GENO ZAGORDO	<u>Geno Zagordz</u>	36 GRANGE ST.
Adam Bernardo	<u>Adam Bernardo</u>	37 Donora Dr.
Uma Bernardo	<u>Uma Bernardo</u>	37 Donora Dr.
P. STANWOOD	<u>P. Stanwood</u>	49 Grandview Cres
Re Stamps	<u>Re Stamps</u>	49 Grandview Cres
COREY MEUNIER	<u>Corey Meunier</u>	938 Pine Street
SHELLEY BURNS	<u>Shelley Burns</u>	28 Garden Ave
JAMES BURNS	<u>James Burns</u>	28 GARDEN AVE.
PAUL HUNTER	<u>Paul Hunter</u>	938 Pine St.
GINA KATAGIS	<u>Gina Katagis</u>	35 Lothian
PETER KATAGIS	<u>Peter Katagis</u>	352 Lothian

8

Sign-In Sheet

Lawrence Solomon: Rip out the bike lanes — before more innocent people get hurt

With their false promise of safety, bike lanes lure the inexperienced onto dangerous roads



Bike lanes can give cyclists a false sense of safety. *Tony Caldwell*



LAWRENCE
SOLOMON

January 3, 2016
9:58 AM EST

Filed under
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Cyclists are at [high risk](#) when they're on the road — accident rates per kilometer are 26 to 48 times higher for bikes than for automobiles, according to Ontario's Share the Road Cycling Coalition. The culprits are many, but three in particular stand out: careless motorists who are oblivious to those with whom they share the road, inexperienced cyclists who have no business being on the road, and reckless politicians and planners who build bike lanes as vanity projects.

Politicians promote bike lanes largely because inexperienced cyclists feel safer on them. Feeling safer, they are likelier to attempt commuting by bike. But there's a difference between feeling safer and being safer. Many if not

SHARE YOUR FEEDBACK

 Twitter most bike lanes increase the odds of an accident, particularly since inexperienced

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 Reddit cyclists are ill-equipped to understand the hazards they face. Bike lanes, with their false promise of safety, lure the inexperienced onto roads, and some inevitably to their death.

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With their false promise of safety, bike lanes lure the inexperienced onto dangerous roads



Over the decades, experienced cyclists and cycling advocacy organizations have often argued against dedicated cycling paths. In one study, the German Cyclists' Union, ADFC, noted that cyclists in the Netherlands are involved in 40 per cent of all traffic accidents while accounting for only 27 per cent of travel, despite a proliferation of bicycle lanes; in Germany, which has far fewer bike lanes, the proportion of accidents was lower. The ADFC's position — like that of many others — is that cyclists who know what they're doing are safer in traffic among cars than in bike lanes alongside them.

That message is no longer a commonplace, however: Many cycling advocacy organizations are now captive to government funding and the cycling industry, which rightly understands that bicycle lanes benefit its bottom line. A case in point is the League of American Bicyclists, a venerable cycling NGO, which a decade ago purged its board of bike-lane dissenters and now more represents the interests of bicycle sellers and planners.

SEE ALSO

[Lawrence Solomon: Ban the bike! How cities made a huge mistake in promoting cycling](#)

[Bicycles kill. How urban cycling policies made city streets more lethal](#)

[Lawrence Solomon: How 'road diets' are making our car commutes even more painful](#)

Unbundling the stats shows why — all else being equal — it is a no-brainer that cyclists should share the same lanes as motorized vehicles. Relatively few accidents occur when impatient motorists overtake slower-moving bicycles in their lane: just seven per cent of bike-car collisions occur this way.

ACCIDENTS

In contrast, the overwhelming proportion of bike-car accidents — 89 per cent in one study — occur during turning or crossing, generally at intersections. If the bicycle is in its own lane, it faces additional threats from automobiles turning right across the bicycle lane.

An additional threat also occurs mid-block, at driveways, when autos pulling into traffic making left-hand turns must dart across the bike lane and the adjacent car lane to turn left into the far lane, requiring the driver to judge traffic coming from two directions in three lanes. Put another way, by some

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measures, bike lanes make cycling safer in seven per cent of car-bike situations but more dangerous in 80 per cent. Not a good ratio.

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expenses to serve a small segment of the population (typically just one or two

per cent of commuters cycle) that for the most part lacks the ability to ride safely.

According to the Bicycle Federation of America, fewer than five per cent of cyclists would qualify as experienced or highly skilled bicyclists. In effect, municipal cycling policy is being driven by cycling incompetents, leading to increased risks and limited freedom for the road-worthy cyclist since many jurisdictions with bike lanes require cyclists to keep off car lanes.

LICENSING

Cycling is serious, life-and-death business, and is becoming more so as cycling ridership expands. It should be treated as such: by licensing cyclists after they've learned the rules of the road and demonstrated their on-road competence, just as other vehicle owners must; by requiring their vehicles to be insured and roadworthy through headlamps, reflectors and brakes; and by strictly policing their behaviour. "There is no substitute for cycling competence; competence reduces the cyclist accident rate by about 75 per cent," states John Forester, a leading American authority on cycling safety.

Cyclists aren't alone in needing discipline. For them to share the road, those they're sharing it with — motorists — need discipline as well, to accept cyclists as equally entitled to the road. Police should crack down on unruly motorists, including those who display impatience at cyclists they perceive to be slowing them down.

Politicians and planners need discipline, too, to focus on real rather than perceived safety needs. Bike lane budgets should be redirected to safety at intersections, including through technology that identifies unfit motorists and enforcement that chastens them — 44 per cent of intersection accidents are caused by the driver's carelessness.

Because cycling is inherently more dangerous than driving, anyone who decides to cycle rather than drive faces an elevated risk. Bike-lane propaganda by politicians and planners won't reduce that risk. Education and enforcement, for cyclists and motorists alike, will.

Lawrence Solomon is executive director of Urban Renaissance Institute, a division of Energy Probe Research Foundation.

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Fourth in a series. For part one, click [here](#).

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GUNTER: Bike lanes aren't all they're cracked up to be

Edmonton Sun

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A cyclist rides on a designated bicycle lane on 102 Avenue near 117 Street in downtown Edmonton on Monday, Nov. 27, 2017. Larry Wong / Postmedia

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EDITORIAL: A political calm before the electoral storm

The city insists that even since winter began, 1,000 cyclists a day have been using the downtown bicycle network.

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GUEST COLUMN: The Trans Mountain battle is actually just beginning

So?

First, Edmontonians would be justified in wondering just how reliable the city's numbers are.

Administration and council are so obsessed with building bike lanes and so certain they will succeed if only we doubters give them a chance, the bureaucrats and politicians could be putting the most favourable spin possible on the data just to justify keeping the lanes.

The number is probably only half the amount claimed. Five hundred ride in the morning and the same 500 ride out after work.

Voila – 1,000 using the \$8-million network!

And that's spread across the entire eight kilometres of lanes. Even assuming the city's numbers are accurate, they prove little or nothing.

EDITORIAL CARTOON



What's 1,000 cyclists against the tens of thousands of motorists who have been displaced, delayed and inconvenienced by the lanes?

Divide the 1,000 by eight and that's an average of just 125 cyclists per kilometre spread out over the entire day.

Imagine what the pro-bike "progressives" would be saying if someone suggested setting aside separate lanes for VIP motorists. Eight kilometres of set-apart driving lanes for 500 rich or important drivers to use exclusively.

They would be rightly enraged.

But when the privileged few are cyclists, the "progressives" such as Mayor Don Iveson swarm to the idea. We must give special (and expensive) treatment to cyclists because bikes are so hip and so morally superior and "green."

My anecdotal observation is that there are more cyclists around town this winter, and not just downtown.

But my other observation has been that most of these intrepid souls have \$2,000 fat bikes (or some other specialized winter bike), a few hundred dollars or more of specialized cold-weather bike clothing, an expensive winter helmet and great, high-powered lights front, back and on the wheels.

They're easily \$3,000 or more of rolling cycle shop merchandise. (Not many old CCMs, Sorel boots and puffy parkas.)

In other words, winter cycling is never likely to be a choice of "the people."

Mostly likely, particularly in the winter, dedicated bike lanes will appeal mostly to urban professionals with no kids, or at least with no kids who have to be driven to school, picked up afterwards and taken to activities.

New research from Los Angeles' Reason Foundation and from Lawrence Solomon at the Urban Renaissance Institute, shows bike lanes aren't that "green" and they aren't safe for cyclists, either.

Because bike lanes use up road space that used to be used by vehicles, they increase traffic congestion (no matter how hard lane-lovers insist they don't). That congestion increases idling, which in turn produces more emissions than the act of cycling saves.

Meanwhile, in Europe, increased bicycle commuting has increased traffic accidents and deaths for both drivers and cyclists, even in locations where cycling lanes are separated from driving lanes.



TUESDAY
June 25, 2019

According to Solomon, up to 85 per cent serious bike-car collisions occur at intersections. And the cyclist is a likely to be at fault as the motorist.

An example: A cyclist is riding parallel to traffic along the curb. But when he gets to the first set of lights, he decides to turn left in front motorists and use the crosswalk as though he were really a pedestrian.

Mere laws cannot contain these two-wheeled warriors!

There is a much greater chance of an accident in those circumstances than there is of a careless driver bumping into a cyclist as he overtakes him from behind.

Bike lanes are overpriced, underutilized and largely useless at improving traffic or preventing accident.

Get rid of them.

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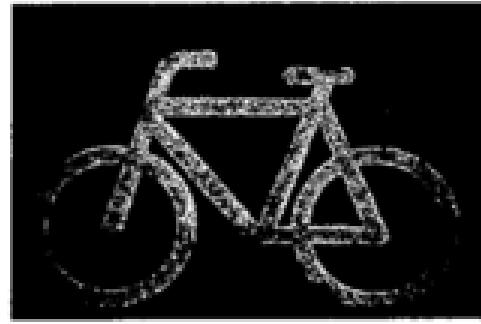
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Lawrence Solomon: How cities made a huge mistake in promoting cycling

(December 1, 2017) *Cycling lanes consume more space than they free up, add to pollution and drain the public purse.*

This article was first published by the National Post

The bicycle has come a long way since the 1980s when bicycle advocacy groups ([my group](#), Energy Probe, among them) lobbied against policies that discriminated against cyclists. In the language of the day, the bicycle epitomized "appropriate technology": It was a right-sized machine that blessed cities with economic and environmental benefits. At no expense to taxpayers, the bicycle took cars off the road, easing traffic; it saved wear and tear on the roads, easing municipal budgets; it reduced auto emissions, easing air pollution; it reduced the need for automobile parking, increasing the efficiency of land use; and it helped keep people fit, too.



Today the bicycle is a mixed bag, usually with more negatives than positives. In many cities, bike lanes now consume more road space than they free up, they add to pollution as well as reducing it, they hurt neighbourhoods and business districts alike, and they have become a drain on the public purse. The bicycle today — or rather the infrastructure that now supports it — exemplifies "inappropriate technology," a good idea gone wrong through unsustainable, willy-nilly top-down planning.

London, where former mayor Boris Johnston began a "cycling revolution," shows where the road to ruin can lead. Although criticism of biking remains largely taboo among the city's elite, a bike backlash is underway, with many blaming the city's worsening congestion on the proliferation of bike lanes. While bikes have the luxury of zipping through traffic using dedicated lanes that are vastly underused most of the day — these include what Transport for London (TfL) calls "cycle superhighways" — cars have been squeezed into narrowed spaces that slow traffic to a crawl.

Cars have been squeezed into narrowed spaces that slow traffic to a crawl

As a City of London report acknowledged last year, "The most significant impact on the City's road network in the last 12 months has been the construction and subsequent operation of TfL's cycle super highway ... areas of traffic congestion can frequently be found on those roads." As Lord Nigel Lawson put it in a parliamentary debate on bicycles, cycle lanes have done more damage to London than "almost anything since the Blitz."

wrence Solomon: How cities made a huge mistake in promoting cycling | Urban Renaissance Institute Page 2 of 5
a consequence of the idling traffic, pollution levels have risen, contributing to what is now deemed a toxic stew. Specifically, cyclists are especially harmed, and not just because the bike lanes they speed upon are adjacent to tailpipes. According to a study by the London School of Medicine, cyclists have 2.3 times more inhaled soot than walkers because cyclists breathe more deeply and at a quicker rate than pedestrians while in closer proximity to exhaust fumes ... Our data strongly suggest that personal exposure to black carbon should be considered when planning cycling routes." Cyclists have begun wearing facemasks as a consequence. A recent headline in The Independent helpfully featured "5 best anti-pollution masks for cycling." Neighbourhoods endure extra pollution, too, with frustrated autos cutting through residential districts to avoid bike-bred congestion.

Health and safety costs aside — per kilometre travelled, cyclist fatalities are eight times that of motorists — the direct economic burden associated with cycling megaprojects is staggering. Paris, which boasts of its plan to become the "cycling capital of the world," is in the midst of a 150-million-euro cycling scheme. Melbourne has a \$100-million plan. Amsterdam — a flat, compact city well suited to cycling — is spending 120 million euros on 9,000 new bicycle parking spots alone. Where cold weather reigns for much of the year, as is the case in many of Canada's cities, the cost-benefit case for cycling infrastructure is eviscerated further.

If roads were tolled, no cyclist could bear the burden he foists on society

The indirect costs of cycling also loom large because cycling lanes typically displace lanes that formerly accommodated street parking, especially outside rush-hour periods. Businesses that rely on street parking for their customers are often bitter at seeing their sales gutted. Cities not only lose revenue from street parking, they also lose revenue from public transit because — anecdotally, at least — people are switching to bikes more from public transit than from cars. And as cause the demand for parking hasn't vanished, cities now find themselves levelling buildings on main streets and side streets in favour of parking lots. In effect, the varied uses to which the lanes adjacent to the sidewalk were once put for car and bike traffic during rush hour and for parking benefitting delivery vehicles, local businesses and their patrons at other times — has devolved into a single-function piece of under-used pavement.

In a user-pay or market economy, where users pay for the services they consume, bicycle lanes would be non-starters outside college campuses and other niche settings. If roads were tolled to recover the cost of asphalt and maintenance, no cyclist could bear the burden he foists on society. The cyclist has been put on the dole, made a taker rather than a giver to society.

Some of the bike backlash — resentment at the privileged position of cyclists, who are notorious for flouting the rules of the road without contributing their fair share — manifests itself as economic penalty. Oregon, which has a high proportion of cyclists, recently became the first state to levy a sales tax on new bicycles, even though Oregon has no general sales tax. Legislators "felt that bicycles ought to contribute to the system," explained a state senator who co-spatrode the bill, expressing a sentiment widely held across the continent.

The most telling opposition to cyclists, though, may be cultural. They are often seen as an entitled, smug and affected minority. In the U.K., cyclists are mocked as "marmils" (middle-aged men in Lycra); in U.S. inner cities they're seen as a preserve of "white men with white-collar jobs" furthering gentrification. Almost everywhere they're seen as scurteous, and as threats to the safety of pedestrians. At least two cities in the U.K. have banned cyclists from their city centres and just this month the government of New South Wales in Australia decided to ban bikes (but not

Lawrence Solomon: How cities made a huge mistake in promoting cycling | Urban Renaissance Institute Page 3 of 5
automobiles, motorcycles, trucks or trams) on a popular Sydney street that had been a bike commuter route. The government explained it wants the street to become conducive to pedestrians. Other street bans important to Sydney's downtown are in the works.

City politicians around the world are in a race to make their cities "bike-friendly." The more they succeed, the nastier things will get.

Lawrence Solomon is executive director of Urban Renaissance Institute, a division of Energy Probe Research Foundation. Email: LawrenceSolomon@nextcity.com.

First in a series. For part two, [see here](#). For part three, [see here](#). For part four, [see here](#). For part five, [see here](#).

Further Reading

[Cycling good and bad](#)

The Antiplanner, December 14, 2017

[Bike lanes aren't all they're cracked up to be](#)

Lorne Gunter, Edmonton Sun, December 11, 2017

[Here comes 'bike-lash'](#)

Roy Exum, December 6, 2017, Chattanooga.com

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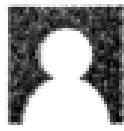
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Lawrence Solomon: How 'road diets' are making our car commutes even more painful

Cities increasingly and indiscriminately push 'road diets' on unsuspecting citizens



LAWRENCE
SOLOMON

December 15, 2017
7:00 AM EST

Last Updated
December 15, 2017
7:00 AM EST

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You drive too much. So, too, does most everyone else — that's the diagnosis by municipal planners and politicians across the continent. They have an answer for your overindulgence, too. They're putting your cars on "road diets" by slimming the amount of asphalt available for your automobile, and slowing its movements, too. It's all being done for your own good and especially for the new one per cent: those who commute to work by bicycle.

If you don't hang out at city halls where talk of "road diets" is the rage, you likely won't have heard this phrase in the planner's lexicon, but you will have experienced the results. Thanks to road diets, four-lane streets have become three (the middle lane having become a left-hand turning lane shared by vehicles travelling in both directions), streets have become constricted by all

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manner of "traffic calming" measures and the dieticians' favourite prescription of all — the bicycle lane — has become ubiquitous.

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cities. One of the most influential drivers of the "road-diet" philosophy is 1999

article called ["Road Diets: Fixing the Big Roads"](#)



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by two American transportation planners, sold road diets as no-brainers that would redevelop cities and fill city treasuries to boot. "Often these changed roads set the stage for millions or mega-millions of dollars in new commercial and residential development," the planners wrote. "In some cases costs of reconstructing roadways are repaid in as little as one year through increased sales tax or property tax revenue."

Road planners offer a variety of rationales for road diets



Toronto's downtown St. George Street, cited by these planners, was then a poster-child in the road diet movement. St. George in the 1990s had fallen into disrepair; so many sped along it that it was a police favourite for speed traps. Toronto made the street pedestrian- and cyclist-friendly by narrowing its four lanes to two, widening its sidewalks, lengthening its bike paths and adding architectural features such as interlocking brick pedestrian crossings, benches and planters.

The results were positive. With single lanes preventing the overtaking of cars, speeding decreased; vehicle crashes plummeted by 40 per cent and bicycle use increased, from 1,500 to 1,600 cyclists per day. Most strikingly, car volumes were unaffected.

The St. George Street rehabilitation, while a success, was no model for the 99 per cent. St. George runs through the University of Toronto campus, one of the continent's largest with some 60,000 students, most of whom don't own cars and many of whom live on or near campus. What will be overwhelmingly popular in a high-density, largely homogenous setting will draw ire where diversity reigns. With cities increasingly and indiscriminately pushing road diets on unsuspecting citizens, citizens increasingly push back, particularly since a road diet affects their quality of life.

That backlash came big-time to Los Angeles' city hall, hell-bent on imposing a road diet on many of its communities, even though just one per cent of L.A. commuters bike to work. Communities rebelled, filing lawsuits and organizing recalls of their councillors. In L.A.'s Playa De Ray neighbourhood, roads jammed as soon as the diet was imposed in July of this year. In four subsequent months of road dieting, the neighbourhood saw 52 accidents, compared to the past average of 11.6 accidents per year. Businesses reported sales off by as much as 40 per cent.

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*The St. George Street rehabilitation,
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By T. COLE

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"It really created havoc for us because we have no other roads to take," explained John Russo, a local resident who co-founded Keep L.A. Moving, a community group fighting what it sees as the city's duplicitous decision-making, a claim supported by the city's own officials.

"We didn't do studies. We just did what they told us to," admitted the assistant general manager of the Los Angeles Department of Transportation at a public meeting. To obtain an exemption from the state's environmental laws, the city under pressure from anti-car advocates distorted traffic statistics in arguing that road diets were urgently needed. "Most of Playa Del Rey didn't know this was happening," says Russo, whose group is taking the city to court. Other L.A. road diets are also being rolled back. Opposition has even arisen in Portland, Ore., proud home of the smart-growth movement, where commuters, shoppers and the Portland Business Alliance lobbied against road diets.

Some roads doubtless deserve to be put on a diet. Others, doubtless, could use a little fattening up. But in a democracy, the decision shouldn't be left to a one per cent driven by an ideology irrationally aimed at the automobile and unsupported by honest study. Decision-making should be in the hands of the communities affected, ideally at the most local level possible, not by remote city halls in thrall to the latest fad diet.

Lawrence Solomon is executive director of Urban Renaissance Institute, a division of Energy Probe Research Foundation.

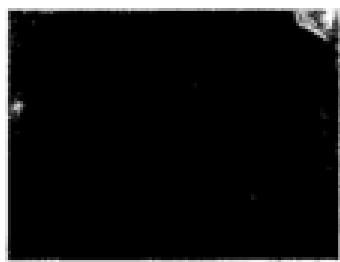
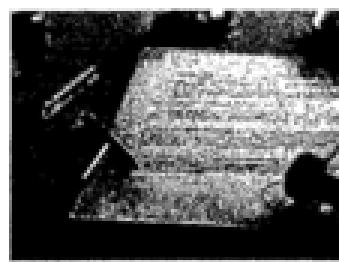
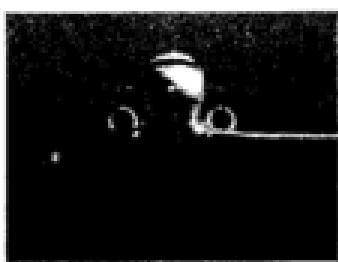
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Third in a series. For part one, click [here](#).

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TOP STORIES



Lawrence Solomon: Cyclists are just bloody collateral damage in the climate change wars

(January 26, 2018) *The more cities succeed in their quest to save the planet, the more they will fail to protect their own people.*

This article, by Lawrence Solomon, first appeared in the National Post.

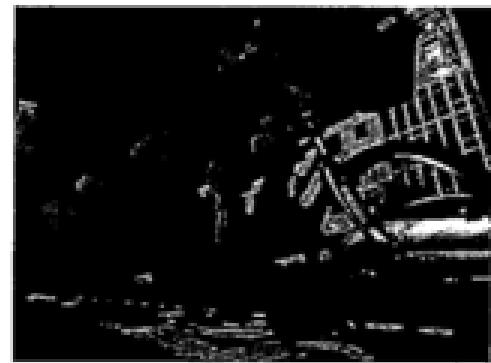
Believing that climate change looms large as a threat to the planet, many politicians and planners are determined to do whatever it takes to abate carbon dioxide. To combat the automobile, one of the greatest emitters of CO₂, many are aggressively promoting the bicycle as an alternative, despite the immense costs — some well-known, some not — involved.

The well-known costs in this war on CO₂ can be measured by the billions spent by city governments around the world on bicycle infrastructure and bicycle promotion. The less-known costs — hushed when they're discussed at all — come in the form of carnage on the road, as cyclists become collateral damage in the climate-change wars.

The European Union's independent authority on vehicular safety — the European Transport Safety Council — admitted as much when, in aid of developing a cycling strategy for the EU, it conceded that "an increase in cycling might, at least at first, lead to an increase in the number of cyclists killed or seriously injured." Among the many citations in its 2016 report, "The European Union's Role In Promoting The Safety Of Cycling," is a study by the Netherlands' Institute for Road Safety Research, which assessed what would happen if just 10 per cent of car trips shorter than 7.5 kilometres were replaced by bike trips. It found that cyclists in the Netherlands would suffer some 500 serious road injuries requiring hospitalization, untold numbers of lesser injuries and four to eight deaths.

The less-known costs come in the form of carnage on the road, as cyclists become collateral damage.

These sobering results come from a geographically small country with a relatively small population that has the world's strongest cycling culture and its most advanced bicycle infrastructure. The accident toll could only rise in countries that attempt to pump up the number of cyclists on roads ill-suited to be retrofitted for cycling infrastructure and whose citizens lack training in bicycle safety.



Cycling is now modestly on the rise throughout the West, along with immodest increases in fatalities and accidents. Postmedia News files.

Lawrence Solomon: Cyclists are just bloody collateral damage in the climate change wars | Urban Renaiss... Page 2 of 4
the West's aging populations add another serious safety risk. As the Dutch study found, the only demographic group that stood to be safer by switching from the auto to the bike was 18- and 19-year-old males, who tend to be reckless behind the wheel of a car. With all other demographics, and especially with those older than 35, a shift from the car to the bike elevates risk. Not that the road-safety status quo justifies complacency — the European Transport Safety Council reported 25,000 bicycle fatalities in the EU in the previous decade. In recent years, as inexperienced cyclists have been persuaded to take up cycling, the number of fatalities has been increasing.

The immediate risk to human safety, some planners doubtless believe, must be weighed against the potentially catastrophic risk to all humanity from climate change. This, they say, cannot be reversed without ending the car culture. Even assuming, as the Dutch study did, that 10 per cent of short auto trips were converted to bike trips, vanishingly little would be accomplished on climate change. Auto trips of under 7.5 kilometres represent just 10 to 20 per cent of total travel, the Dutch group estimates, meaning a 10-per-cent shift to the bike would reduce auto use by just one to two per cent, leaving CO₂ emissions little changed and the car culture intact.

Cycling is now modestly on the rise throughout the West, along with immodest increases in fatalities and accidents. But this suddenly increased demand for bicycles hasn't come from the grassroots, with citizens marching in the streets demanding the right to trade in their cars for bicycles. The sudden demand for cycling has mostly been top-down, lined up at high-flying Velo-City Global Conferences that annually give "delegates from around the world a chance to share best practices for creating and sustaining cycling-friendly cities." One was put on by Vancouver in 2012 when it hosted 1,000 "politicians, engineers, planners, architects, social marketers, academics, researchers, environmentalists, advocates, educators and industry representatives" giving utopian presentations promoting sustainable cycling cities.

Public polling shows that most people are reluctant to cycle much, if at all, but that they could be coaxed onto the road if cycling seemed safe, particularly through the use of bicycle paths. Through planning and advocacy forums such as Velo-City, bicycle paths have become the avenue through which the cycling-friendly city is hyped, ignoring evidence that shows bike lanes create only the illusion of safety: While they tend to lower accidents along the path, they increase accidents at intersections, where most collisions with motor vehicles occur. In their haste to promote cycling and save the planet, the politicians and planners didn't even try to mitigate the damage by combining bicycle promotion with regulations requiring cyclists to be well trained and their bicycles to be roadworthy.

In the war against climate change, cyclists are becoming cannon fodder. The more cities succeed in their quest to save the planet, the more they will fail to protect their own people.

Lawrence Solomon, executive director of [Urban Renaissance Institute](#), will debate the safety of bike paths at [Grounds for Thought](#) in Toronto on Tuesday, Jan. 30 at 8 p.m. Email: LawrenceSolomon@nextcity.com.

This is the fifth in a series. [For part one, see here.](#) [For part two, see here.](#) [For part three, see here.](#) [For part four, see here.](#)

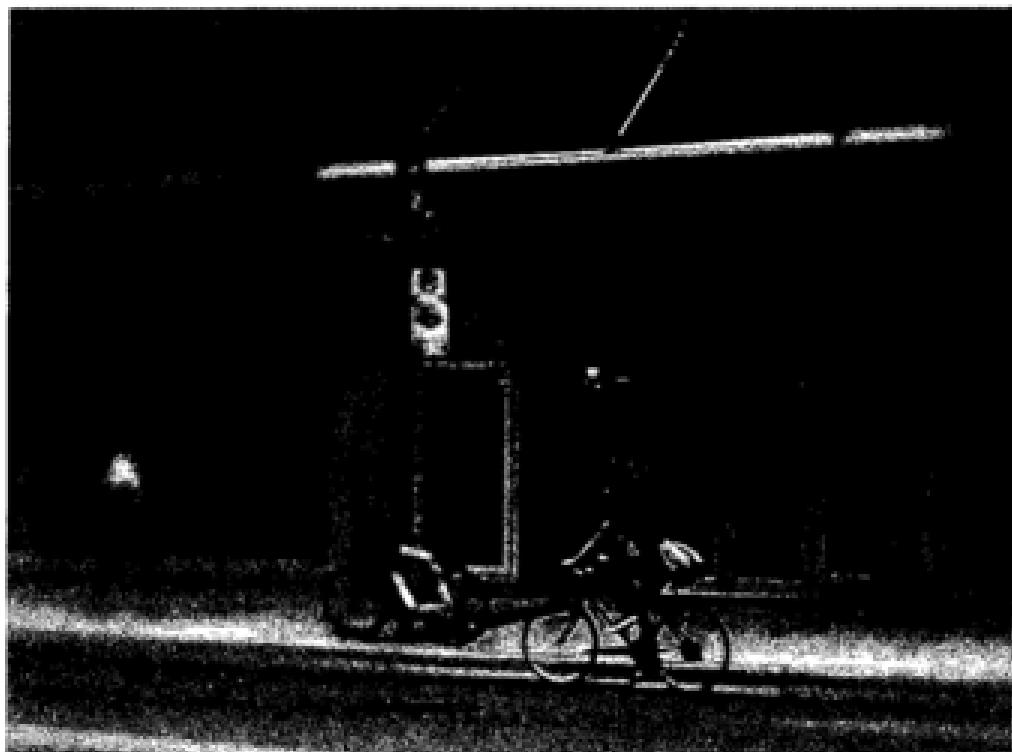
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by Antiplanner, December 14, 2017

Bicycles kill. How urban cycling policies made city streets more lethal.

Giving bicycles a bigger share of the road has backfired on vehicle safety



LAWRENCE
SOLONOV

December 8, 2017
8:00 AM EST

Last Updated
December 8, 2017
1:14 PM EST

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Commentarii

On the rationale that the car makes cycling on city streets dangerous, cities have been spending big-time on bike lanes and other bicycle programs. The results from Europe, where cycling has been most heavily promoted, are now coming in. Prior to putting bicycle planning into high gear — in recent years London's mayor launched what he called a "cycling revolution" and Paris's vowed to create "the cycling capital of the world" — cycling deaths had been plummeting for decades. That dramatic trend stopped in 2010, according to EU statistics. Cycling deaths across the EU are now on the rise.

Cyclists in the EU now account for eight per cent of all traffic fatalities, up one-third in the last decade. In the urban areas, cyclists account for 12 per cent of all road fatalities. In the Netherlands, a great cycling nation that politicians
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often hold up as a model, cyclists account for 30 per cent of fatalities. The bicycle, where it is most in vogue, is a killing machine: fatalities are five to 10 times that of automobiles per kilometre driven.

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Until a decade ago, motor vehicle deaths in the EU were falling dramatically. So were bicycle deaths. Now progress in auto deaths—too—has stalled. The



More

push to make cycling safer by giving the bike a bigger share of the road has backfired on vehicles of all kinds.

Until a decade ago, motor vehicle deaths in the EU were falling dramatically

f w

Cyclists now account for 63 per cent of all those seriously injured in road accidents in the Netherlands, up from 51 per cent a decade ago. This rise cannot be attributed to motorists: in 80 per cent of these injuries no motor vehicle is involved. The great majority of cycling accidents are either caused by poor road conditions or negligence on the part of the cyclist — checking smartphones, cycling intoxicated, racing, using the handlebars for baggage, or having poor brakes or tires. When a bicycle collides, it's likelier to be with another bicycle than a car. Even when a motor vehicle is involved in a crash, the fault is often the cyclist's for having run a red light, swerved into the motorist's path, or being intoxicated: evening surveys in two Dutch city centres found 42 per cent of cyclists had blood alcohol levels that exceeded the legal limit; that rose to 68 per cent by 1:00 am.

North America, where cycling represents two per cent of road deaths, has a paucity of cycling statistics, but the U.S. Department of Transportation reports that cycling accidents have risen six per cent over the last decade, and intoxication is frequently a factor: 19 per cent of cyclists who were killed had blood-alcohol concentrations consistent with binge drinking. In the U.S., as in Europe, the car's culpability is mostly a myth: just 29 per cent of bicycle fatalities involved autos. Cycling deaths in the remaining 71 per cent of cases involved falls, collisions with other bicycles or stationary objects, potholes and distracted riding.

To combat rising cycling casualties, European cities are considering measures such as banning mopeds from bicycle lanes, encouraging cyclists to use quieter residential roads, redesigning buses to prevent cyclists from sliding underneath, and encouraging seniors — who have the highest cycling-accident rate — to use tricycles. Planners are also attempting to design bike paths to reduce the accident rate at intersections, where half of cycling accidents occur in high-cycling cities. Transport for London blames intersections for 85 per cent of cycling accidents, and is spending much of its 900-million-pound Cycling Vision budget on elaborate infrastructure to separate cyclists from motorists — a pavement-intensive vision better suited to new suburbs than the world's magnificent, high-density cities.

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Setting the record straight on some climate trends

Terence Corcoran: Why the global fossil-fuel phase-out is a fantasy akin to time travel

European cities are considering measures such as banning moves from bicycle lanes

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The politician's preoccupation with building bicycle paths at the expense of motorists is misguided partly because motorists are not to blame for the overwhelming majority of cycling accidents, partly because more lives could be saved by cracking down on negligent cyclists and fixing potholes, and partly because — according to independent studies not funded by bike-path proponents — cycling infrastructure actually increases accidents, especially at intersections.

Where curb lanes are reserved for cycling lanes, cars must cross cyclists' paths to turn right; when they shared the curb lane, that potential for conflict was rarer. As a remedy, planners have often designed bike lanes to leave the curb just prior to reaching intersections, forcing cyclists to swerve into an auto lane and creating a car-bike conflict of another kind. Bike lanes — because they're often nearly empty — also attract racers traveling at dangerous speeds.

Before mayors started competing with each other to create cycling cities — "cycling visions" are the new political buzzwords — cities were on a true path to safety, with fatalities falling some 30 per cent per decade for cyclists and motorists alike. Mayors need to end their bike-path detour and get back on the road to safety.

Lawrence Solomon is executive director of [Urban Renaissance Institute](#), a division of Energy Probe Research Foundation.

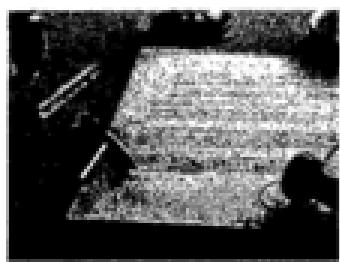
Lawrence.Solomon@nextcity.com

Second in a series. For part one, click [here](#).

Comments

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TOP STORIES



**JUNE 15, 2019 CITY COUNCIL MEETING SUBMISSION FROM RESIDENTS OF
WILLOW AVENUE AND PINE STREET. RE: PROPOSED CYCLING LANES AND
REMOVAL OF ON STREET PARKING ON WILLOW AVE. AND PINE STREET.**

WE ARE SUBMITTING:

1. **A PETITION, See Attached**, handwritten, **400 signatures** from local residents: ie. Residents of Willow Ave. and Pine Street, employees, business owners, patients and clients from the businesses and Group Health Centre buildings on both Willow and Pine, residents who use both streets, all opposing the proposed implementation of cycling lanes on Willow Ave. and Pine Streets.

We chose this method of petition because it is local as opposed to the online petitions which draw names outside of the community even nationally.

2. **ARTICLES:** of recent studies of the effectiveness and of Cycling Lanes.
Please see attached. See complete list of references at end of notes.

1. Financial Post, January 2018. Lawrence Solomon: RIP out the bike lanes –before more innocent people get hurt.
2. Edmonton Sun, December 2017. Gunter: Bike lanes aren't all they're cracked up to be.
3. Urban Renaissance Institute, Dec. 2017. Lawrence Solomon: How cities made a huge mistake in promoting cycling.
4. Financial Post, Dec. 2017. Lawrence Solomon: How 'road diets' are making our car commutes even more painful.
5. Urban Renaissance Institute, Jan. 2018. Lawrence Solomon: Cyclists are just bloody collateral damage in the climate change wars. The more cities succeed in their quest to save the planet, the more they will fail to protect their own people.

There were many residents from Pine and Willow who attended the Information Session held on June 20, 2019 at the Algoma Health Unit building, hoping to bring our concerns to the city representatives only to be met by avid cyclists promoting a vision of a city with more people using cycling as their primary mode of transportation, while city representatives were trying to sell the residents on their plan to add the bike lanes. The reason the residents attended the session was we were told to bring forward our concerns; but instead we were made to feel that our concerns were unfounded and that we did not want to share the road with the cyclists.

It's been said that we are not progressive, that we are not inclusive of cyclists, that we are afraid of change.

We have, respectfully, and because we have the experience of living on these streets, come forward with concerns of safety and risk to cyclists and other users of Willow and Pine.. We are not against safe cycling for cyclists but we know that cycling lanes on Willow and Pine will not be safe for cyclists because of the increased traffic volume and the changes in traffic patterns and the many risk factors on these two streets. In fact, there are now cities that are reversing their decisions to implement bike lanes with removal of existing bike lanes and debate on whether bike lanes are really safe. With the studies and research being done on existing cycling lanes around the world, it is evident that cycling lanes are not safer, in fact create a greater risk.

SAFETY

- **Bike lanes make cycling safer in seven percent of car-bike situations but more dangerous in 89 per cent. Not a good ratio.” Financial Post Jan. 2, 2018**
- **“With their false promise of safety, bike lanes lure the inexperienced onto dangerous roads. Politicians promote bike lanes largely because inexperienced cyclists feel safer on them.there’s a difference between feeling safer and being safer.” Financial Post Jan. 2, 2018**
- This Master Plan from 2007 is outdated. That is almost 13 years old.
- These 2 streets are no longer the same streets they were 12.5 years ago
- When the City opened up Pine St. to Second Line and the new hospital opened along with the many businesses, the opening of St. Mary's High School and Boreal French Immersion Public School there should have been re-evaluation of the inclusion of Willow and Pine in this Master Plan.
- We pointed out the many risk factors at the last Council meeting. Along with increased buses, traffic volume, speeds, the many types of vehicles, which also include buses and transports.
- City bus and school bus traffic has increased due to the opening of the schools and increased usage of city buses by International students attending Sault College.
- **Last month there was an announcement that Sault Transit is looking to put a Bus Transfer station at Sault College which will further increase bus traffic on Willow Ave. and Pine Street**
- Emergency vehicle, police cars, fire trucks are using the two streets to commute to their final destinations. We the residents are very aware of the increase in the volume of this type of traffic because of the continuous sirens.

- Delivery vehicles and transport trucks are using Pine and Willow continuously to deliver products to the Food Basics and Rome's/Cambrian Mall.
- The hazardous situation at Pine and Pleasant has not yet been resolved, not only are the P-Patch residents using this intersection but East End residents' are using the P-Patch as a throughway to Pine Street to get to their final destination. Adding shared bike lanes on Pine will increase the risk for injury and death at this intersection. Students attending St. Paul School will be using the bike lanes in the area of this intersection – will they be safe?
- Food Basics, Tim Hortons and Shell on Pine Street have many cars entering and exiting their parking lots along with a major intersection is already high risk and adding bike lanes will add to the confusion and increase the risk for serious injury or death to cyclists and motorists.
- The same situation exists near the intersection of Willow and McNabb; there is a constant flow of traffic turning right and left.
- The number of driveways on Willow in a short distance is increase risk of collision.
- Businesses on Willow besides the Mall and Rome's entrance, and three Group Health buildings which have many cars exiting and entering the parking lots, again this will add to the confusion and increase the risk of collision for serious injury or death to cyclist and motorists.
- **Recent research shows that, "If the bicycle is in it's own lane, it faces additional threats from automobiles turning right across the bicycle lane. An additional threat also occurs mid-block, at driveways, when autos pulling into traffic making left-hand turns must dart across the bike lane and the adjacent car lane to turn left into the far lane, requiring the driver to judge traffic coming from two directions in three lanes. Financial Post 2018**
- It is not only the residents of Pine and Willow that are aware of the risks on Pine and Willow, any member of this community that uses Pine and Willow understands the dangerous situation and the risks when driving on these street – just ask them.
- Shared bike lanes on Pine and Willow will not be safe for cyclists, motorist or pedestrians. There is no question about this. This City must do due diligence with regards to the safety of its citizens, perhaps exploring alternate less trafficked route for cycling facilities to ensure the safety of not only the residents of Pine and Willow but for all cyclists and motorists commuting on these streets

- “In one study, the German Cyclists’ Union, ADFC, noted that cyclists in the Netherlands are involved in 40 per cent of all traffic accidents while accounting for only 27 per cent of travel, despite a proliferation of bicycle lanes; in Germany which has far fewer bike lanes, the proportion of accidents was lower.” Financial Post 2018
- Researchers conducted a study in Melbourne, Australia. “On average, cars left 10 inches less room when cyclists were using painted cycle lanes.... Our results demonstrate that a single stripe of white paint does not provide a safe space for people who ride bikes,” Accident Analysis and Prevention, 2019
- In 2015, Edmonton City Council voted to remove bike lanes on busy road to the tune of \$475,000. “We’re for a bike plan, we’re for investing money into some infrastructure. Just not here on the roads where you have cars, mixed in with city buses, mixed in with parents dropping off kids at school then bike lanes in there, it’s just not working for anyone.” Shaw Media 2015
- The City of Saskatoon has also removed existing bike lanes. CBC News June 2019
- Cities have tried and tested cycling lanes. We now read studies and research so why is SSM reaching back to implement a plan from 2007?

MEASURED DATA:

- The data collected on Willow Ave. and Pine Street is not a true reflection of the reality of these streets today.
- The data is redundant in some places 6 years old and incomplete, in large sections not even measured.
- The data was collected in off peak times, during late Spring and Summer months.
- When residents asked Steve Turco to do conduct another traffic study, he replied he was satisfied with the data and would not be conducting new studies. It is unfortunate that the city planners do not want to take our concerns seriously.
- We were told that 168 cyclists are using Pine Street daily – where did the information come from – residents on Pine Street don’t see that many bikes on Pine.
- The City measured the intersection of Willow and Northern Ave. and Pine and Northern Ave. Over what period of time was this done and was it only taken once?
- The intersection of Willow and McNabb and Pine and McNabb St. does not appear.
- Also, it should be noted that the vehicles on these two streets do not only come from the intersections but also from the Mall via Great Northern Road, the side streets such as Chapple, Pleasant, Willoughby.

- Therefore the intersection data is not accurate of the number of vehicles travelling these streets, the number would be greater.
- To be clear, data from Chapple Ave. to Rome's parking lot was never measured. A very busy stretch of road.
- Ontario Municipal Commuter Cycling Program guideline Question 18. What evidence should we provide to make the case that a specific project is more commuter-oriented than recreation-oriented?
- Where applicable, a count of cyclists using the current infrastructure would be ideal. The Program Guide provides more details about this, but we require a minimum of two 2- hour counts: one on a Tuesday, Wednesday or Thursday between 5 and 7 p.m., and the other on the previous or following Saturday between noon and 2 p.m. Assuming the weather on both days is comparable, higher ridership on a Saturday than on a weekday is an indication of a project that may be more recreational in nature than commuter- oriented. If your weekday peak occurs at a different time than 5 to 7 p.m., feel free to conduct the weekday count at a time of day that is more appropriate in your area
- Was this study conducted for Willow and Pine?

CONNECTIVITY:

- These two streets were chosen for connectivity to Sault College, YMCA and Hub Trail.
- **Sault College:** the greater part of Sault College is not in session April to September during the majority of months where weather permits cycling.
- **YMCA:** How much of the population is coming from North of Willow to travel to the YMCA to warrant the expense of cycling lanes.
- **Hub Trail:** A significant amount of money was invested to build the Hub Trail so that cyclists could commute to the Northerly part of the city. Many cyclists are now saying that they don't want to ride the Hub Trail because there are too many people on it. Surprising that the Hub Trail is perceived not to be safe anymore by the cyclists. As a connector, cyclists can easily use quieter streets to arrive at the Hub trail.

DEMOGRAPHICS:

- "...across Canada, it is unpleasantly routine that a city will line its roads with "build it and they will come" bike lanes, only to marvel at their emptiness." National Post
- Sault Ste. Marie population is an aging population with the majority of people ranging from 50 to 79 years of age. The vision that more people are going to be using their bicycles instead of their vehicles is not a reality - especially in our climate. Pine and Willow are very busy streets - perhaps very

experienced and dedicated cyclists will; however for most people in this demographic, the choice would for a safer, less trafficked cycling route.

- There are many seniors living on these two streets, they are concerned that their children and grandchildren will not be able to visit or to help to take care of them because parking will be removed. Seniors make up a large portion of the population in Sault Ste. Marie. It is unfortunate that the cyclists are not concerned about the seniors that live on Pine and Willow; after all cyclists can already ride on Pine and Willow without having designated bike lanes.

CLIMATE:

- Our climate does not allow for cycling lanes 12 months of the year.
- Steve Turco said himself, there will be no cycling lanes in Winter months
- Cycling lanes will be used only part of the year
- We know of one true cyclist who rides his bike year round.
- Why are we negatively impacting so many for the sake of a few months of a year?

EMISSIONS:

- **Not so Green:** “Because bike lanes use up road space that used to be used by vehicles, the increase traffic congestion, congestion increases idling, which in turn produces more emissions than the act of cycling saves.” Edmonton Sun, 2017
- **“Cars have been squeezed into narrowed spaces that slow traffic to a crawl.”** National Post 2017
- **This is the reason cars slow down with bike lanes, they are idling in traffic congestion caused by narrower roads.**
- This will happen on Willow and Pine with all the left hand turns into Rome's, Food Basics, the Mall, the other businesses, the 3 Group Health buildings and the side streets such as Willoughby. Traffic congestion will be caused creating emission negating the concept of creating a greener city.
- **According to a study by the London School of Medicine, cyclists have 2-3 times more inhaled soot than walkers because cyclists breathe more deeply and at a quicker rate than pedestrians while in closer proximity to exhaust fumes. ...our data strongly suggest that personal exposure to black carbon should be considered when planning cycling routes.”** Urban Renaissance Institute 2017

- “In many cities, bike lanes now consume more road space than they free up, they add to pollution as well as reducing it, they hurt neighbourhoods and business districts alike, and they have become a drain on the public purse.the infrastructure... exemplifies “inappropriate technology,” a good idea gone wrong through unsustainable, willy-nilly top-down planning.” National Post 2017

PARKING, REASONABLE ACCESS:

- We have been publicly accused of being selfish because we want to park our car on the road. This is simply not true!
- Homeowners would lose on street access 24/7, for 12 months of the year when cycling lanes will only be in existence a portion of the year.
- You will hear Steve Turco say that only 2 cars were parked on Willow, but we don't know when.
- City has said that the roads are public property
- It was said that we cannot be so selfish and must think of the greater good
- But you heard us say at last council, it's not about using the street as our personal driveway.
- Properties on Willow and Pine are old with property lines overlapping creating narrow and short driveways. Not making room in some cases more than one vehicle.
- The greater good also includes:
 - **Seniors:**
 - Live in their own homes as is promoted nationally to live as long as we can in our own homes, with that comes
 - Home Snow removal and Grass cutting services, where will they park?
 - Deliveries of prescription medicines and groceries, where will they park?
 - Homecare services, nurses etc., where will they park?
 - Family members, where will they park?
- **Sault College Students:**
- Some of the homes are rented out to Sault College Students.
- These students are from out of town therefore many have their own vehicles
- Aviation is a popular program and big draw to the Sault. These students, especially, need vehicles to drive to the airport
- 4 students in a home most often equals 4 vehicles. Where will they park?
- Where will their parents park when they visit or come with trailers of their goods when they are moving them into these home?

- Generally:
- "Residents on Woodbine (Toronto) can no longer stop right in front of their homes. They need to carry their personal items across the street and/or obtain a special permit for deliveries or moving in and out of their homes." CBC News 2017
- homeowners use the street when they employ workers such as landscapers, builders etc.
- Due to the small driveways when work is being done on a house, vehicles need to be moved out of the driveway
- When family and friends come over where will they park?
- No parking for them isolates the residents as people won't come because it is too difficult
- We have heard Steve Turco say that Willoughby has on street parking.
- Why are home owners expected to walk 10 minutes or more, elderly walking, in snow, etc. ?
- Where will apartment dwellers put their vehicles when the lots are being cleared of snow?
- This is NOT reasonable access to the street by homeowners, the tax payers
- Taking away reasonable access to the street for homeowners is unfair to anyone in the City. Not everyone has on street parking in the city but this is usually on portions of streets for example, maybe on one side so there is still access across the street.
- The Planners will be taking away access entirely on 2 streets
- McNabb St. has no street access for the entire street. Why are we making other streets like McNabb Street?
- We did not choose to live on McNabb Street
- People on Pine St. now park on lawns and on boulevards. If all parking is taken away then there will be more of this because people will have nowhere to park.
- This will create a slum like neighbourhood on both streets.
- This has been a concern of a lot of residents especially those of us who have lived on these streets for decades, some all our lives.
- This area of the city is frequented by probably most of the city because of the businesses, the Group Health and Sault College
- Many out of town people come here because of Sault College
- The area should be a proud point for the City not an area that will reflect negatively on the City of Sault Ste. Marie and this is what will happen and has already begun.

LACK OF TRANSPARENCY:

- Homeowners and potential buyers were not informed of the plan of Cycling Lanes before purchasing homes on Willow and Pine or have spent tens of thousands of dollars on renovations
 - We like living centrally especially as we get older everything is close at hand.
 - But: property values are lowered and we didn't choose to live on McNabb Street for a reason
 - There has been lack of transparency on the part of the City.
 - Our life work, quality of life in our homes is being compromised
 - All Residents of SSM need to know that this could potentially happen to them on their streets.
- “**The politician's preoccupation with building bicycle paths at the expense of motorists is misguided partly because motorists are not to blame for the overwhelming majority cycling accidents, partly because more lives could be saved by cracking down on the negligent cyclists and fixing potholes, and partly because – according to independent studies not funded by bike-path proponents-cycling infrastructure actually increases accidents, especially at intersections.”** “cycling visions” are the new buzzwords – cities were on a true path to safety, with fatalities falling some 30 per cent per decade for cyclists and motorists alike. **Mayors need to end their bike-path detour and get back on the road to safety.”** Financial Post 2017

WE ASK THAT YOU:

1. Do not include Willow Avenue and Pine Streets as part of the Cycling Lane Master Plan of 2007. Do not implement cycling lanes on Willow Ave. and Pine Street and take away on street parking.
2. Do not give inexperienced cyclists the false promise that Willow and Pine will be safe streets to cycle with cycling lanes.
3. Do not potentially make Sault citizens part of the growing statistics of injuries and fatalities due to the dangers of cycling lanes.
4. Do not remove reasonable access 24/7 for 12 months of the year to the street in front of homes of residents of Willow Ave. and Pine Street.

COMMENTS FROM CONCERNED SAULT CITIZENS:

- “speed and cars passing vehicles turning into Romes”
- “Traffic turning into Romes,”
- “Transports turning into Romes”
- “Electric Scooters on the road and sidewalk”
- “City buses pulling onto side of road”
- “Ambulance and Fire truck Services from North end of Willow”
- “Sault College – bus transfer creating more bus traffic”
- “Removal of parking on Willow taking away access for homeowners a negative”
- “If the Bike Lanes are implemented, will there be transparency in where every dollar was spent and whom. And, will there be follow up on bike use, accidents, and an updated study of use of the bike lanes. If they are not used sufficiently, will they be removed?”
- “It’s difficult coming out of driveway across from Group Health Centre where traffic exits and enters often the wrong way and with the steady flow of traffic turning onto Willow Ave. I am afraid if cycling lanes are added it is one more thing to be looking out for, that this will cause an accident for me.”
- “I am a cyclist and I wouldn’t take my family to Willow or Pine to cycle”
- “I shop over at the mall and go to the Group Health. The traffic on Willow is horrendous any time I’ve gone there. Not a safe place for bicyclists, in fact driving is difficult with so much traffic.”
- “Someone is going to get killed” (comment made numerous times)
- “cars turning right off of Chapple Ave. which use the stop sign as a yield sign, along with cars exiting apartment building and hair salon and Group Health Bldg. #83 Willow Ave, and watching for 2 lanes of traffic, a cycling lane will add to the difficulty of exiting driveway”
- “When emergency vehicles come down Willow cars will automatically pull over to the right causing potential collision with cyclists”
- “Where will students renting homes put their vehicles?”
- “My husband requires homecare, where will they park we have two vehicles where will the nurse park?”
- “Seniors with mobility devices crossing the road will have another lane to look for when crossing.”
- “This is too busy a street to have cycling lanes.” (was said about both streets numerous times)
- “Too busy and too much traffic” (was said about both streets)
- “Hello!!!! Too much traffic. Traffic speeding in 40KLM zone. Three way stop sign at the intersection of Pine and Pleasant would slow traffic down. Traffic only yields at this stop sign”
- “Pine Street has no crosswalks. Sault College students are crossing in the middle of the street with traffic speeding. City bylaws state that no parking on lawns and boulevards, across sidewalks or on the medium. By putting in

the bike lanes it will stop the residents from using our street. We are the taxpayers. Also, emergency vehicles and city buses. (Lawrence and Betty Lavallee – 948 Pine Street)

- Senior Citizen living on Pine Street (at the intersection of Pine and Willoughby) "I can't drive anymore because I'm too scared to drive my vehicle out of the driveway because there is so much traffic"
- "We know money was given for bike lanes that should be put towards fixing our roads. At bus stops what will happen when bikes are following behind them. Will that have to stay behind or go around them and face cars? These are plans to cause accidents as Pine is a thru way for speeding. There are schools on Pine, more than one, also St. Mary's on Second Line. This is madness. You are just waiting for accidents to happen. Also to pedestrians and for elderly at Maple View who wish to cross the street. - "RIDICULOUS"- Winter months will certainly be a disaster. How often we called about snow removal and nothing was done. It is impossible to get out of the driveways. Calls are seldom answered. All of this nonsense for bike use from April to October. There are not "168" bikes using Pine Street. Prove this if you have a video. Only one person bikes in the Winter – that is why he wants lanes to get to work. Do like everyone else and use your vehicle. All this to please a minority. Please think – think of accidents that will happen. Where will police – delivery stop - on main road or on bike lane? Doesn't make sense. We all have families who like to visit parents, etc. Where do they park – families should be able to visit with their families and friends. It is the democratic way. Very seldom see a police car on Pine Street. Never saw 40 to 168 cyclists on Pine Street daily. According to the City Planner most of the drivers are not very thoughtful. Pine Street is a speedway – adding a bike trail is asking for big problems."
- "Bike lanes on Pine and Willow will give a false sense of safety for cyclists that are inexperienced/recreational cyclists, in particular young people will think it is okay and safe to ride their bikes on the bike lane because there is a painted line. How safe will young people really be when riding on the Willow and Pine bike lane? Are we willing to take that risk?"
- "No provision has been made for cyclist turning left – the cyclists will need to merge into moving traffic in order to make left turns. Inexperienced/recreational cyclists will not merge into the vehicle lane creating confusion for motorists increasing potential for serious injury or death. Pine and Willow are not wide enough to fit a middle turning lane."
- "Cyclists are also expected to merge into the traffic lane when turning right at side street intersections, inexperienced cyclists will not merge into the vehicle lane to turn right as they will hug the curb instead causing much confusion and risk for accidents causing serious injury or death."

- “If this goes through where will my kids park when they come to visit? I’ll have to sell my home.”
- “I’ll have to make a parking space on my front lawn.”
- “This area is turning into a slum.”

REFERENCES

1. CBC News 2017. Toronto: Livid' residents call for new Woodbine bike lanes to be removed
2. CBC News June 2019. Saskatoon: City of Saskatoon begins removing downtown bike lanes.
3. Financial Post, January 2018. Lawrence Solomon: RIP out the bike lanes –before more innocent people get hurt.
4. Edmonton Sun, December 2017. Gunter: Bike lanes aren’t all they’re cracked up to be.
5. Urban Renaissance Institute, National Post Dec. 2017. Lawrence Solomon: How cities made a huge mistake in promoting cycling.
6. Financial Post, Dec. 2017. Lawrence Solomon: How ‘road diets’ are making our car commutes even more painful.
7. Urban Renaissance Institute, National Post Jan. 2018. Lawrence Solomon: Cyclists are just bloody collateral damage in the climate change wars. The more cities succeed in their quest to save the planet, the more they will fail to protect their own people.
8. Global News 2015. Slav Kornik: No more bike lanes on busy west Edmonton road
9. Accident Analysis and Prevention, 2019. Melbourne, Australia.
10. Ontario Municipal Commuter Cycling Program. Government of Ontario Grants.

Rachel Tyczinski

Subject: FW: Pine St. Bike Lane Proposal

From: a_chlebus
Sent: Thursday, July 11, 2019 12:34 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Pine St. Bike Lane Proposal

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

from:

Anne Chlebus and Family

Pine St.

Sault Ste. Marie, ON

Regarding the installation of bike lanes on PIne St.:

Please record my opposition to this proposal. My family and I have lived at this address for 60 years. Over this time, the traffic volume has increased to an almost dangerous level resulting in hazardous entrances to live lanes on Pine St. We believe that increased vehicle (including bicycle) traffic will pose a safety risk for all drivers/riders. In addition, residents require street parking to accommodate service vehicles, visitors, and deliveries.

Thank you for you time in considering the residents of Pine St.

Sincerely,

Anne C. Chlebus and family

Rachel Tyczinski

Subject: FW: responding to letter received regarding cycling lanes on Willow Avenue

From: Marlene Spruyt

Sent: Thursday, July 11, 2019 3:03 PM

To: City Clerk <cityclerk@cityssm.on.ca>

Subject: responding to letter received regarding cycling lanes on Willow Avenue

This email originated outside of the Corporation of the City of Sault Ste. Marie.

Do not open attachments or click links unless you verify the sender and know the content is safe.

Hello

As a "resident" on Willow St. Algoma Public Health received a notice inviting comments regarding the proposed plan to implement painted cycling lanes on Pine and Willow St. As a commercial entity we do not require on street parking and provide parking to our staff and clients via our parking lots. The area we are located in has only a few residences and they appear for the most part to face onto side streets therefore not placing any demand on the north end of Willow St. From past experience I am aware that the loss of parking is a major barrier to the implementation of cycling lanes in urban environments. It may be helpful for local residents to be aware that although our parking lots are gated during business hours the gates remain open on evenings and weekends thereby allowing any of our neighbours access to additional parking.

Marlene

Marlene Spruyt, BSc., MD, CCFP, FCFP, MSc-PH

Medical Officer of Health/CEO

Algoma Public Health

294 Willow Avenue

Sault Ste. Marie, ON P6B 0A9

This message, including any attachments, is privileged and intended only for the person(s) named above. This material may contain confidential or personal information, which may be subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. Any other distribution, copying or disclosure is strictly prohibited. If you are not the intended recipient or have received this message in error, please notify us immediately by telephone, fax or e-mail and permanently delete the original transmission from us, including any attachments, without making a copy. Thank you.

June 25, 2019

To Mayor and Council,

On behalf of the Sault Ste. Marie Public Library Board, please accept the attached report outlining budget implications of continuing to operate Korah Branch, even with limited hours.

Over the past 5 months, Library staff and the Board have investigated various service options for Korah Branch including vending library services, self-service options, pop-up library services and simple outreach services. Many of these service options, while useful for expanding library services within a community, cannot replace a Branch.

The Board, recognizing the importance of maintaining library services in the West End of our community, has strived to continue those services and will do so, unaltered, until the end of the 2019 summer. The Library Board has a fiduciary responsibility and cannot knowingly diminish its financial position by maintaining Korah Branch.

With its 2020 budget submission, the Library Board would like to include an ask for additional operational funds in order to operate Korah Branch, even at limited capacity, in 2020 and the following years.

Since the first announcement about the Branch's possible closure, we have heard from the public about how important the service is to them. It is the Board's hope that Council will re-evaluate its position on library funding.

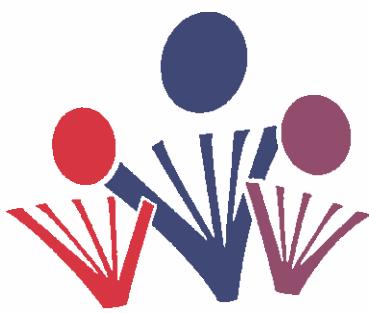
Yours Sincerely,



Elspeth Belair
Board Chair



Matthew MacDonald
Acting CEO/Director of Public Libraries



Sault Ste. Marie Public Library

"One stop....endless possibilities"

TO: CITY COUNCIL
FROM: SAULT STE. MARIE PUBLIC LIBRARY BOARD
SUBJECT: KORAH BRANCH
DATE: JUNE 17, 2019

PURPOSE OF REPORT

To provide City Council with information provided to the Library Board in regards to financial feasibility of the continued of Korah Branch.

GLOBAL BUDGET SCENARIOS

Library staff investigated several different global budget scenarios to determine if the Library could continue to operate Korah Branch but with limited hours. The following is a summary of these scenarios.

SCENARIO 1

Continuing with a similar organizational structure that exists today, Branches would be grouped as a single Department managed by the Manager of Community Engagement. One (1) FT Circulation Clerk position from the Circulation Department and the Archive Technician from the Adult Services Department would be reassigned to the Branches. An existing Branch Clerk would then be joined by a newly hired Branch Clerk bringing the total Department complement for the Branches to three (3) Branch Clerks and an Archive Technician, plus supplemental Part-time staff.

The Adult Services Department would replace the Archive Technician position with a FT Reference Technician position. The Circulation Clerk would be replaced with a modest increase in Part-time hours.

The Branch clerks would rotate work at the North and Korah Branches. Korah Branch's hours in this scenario would be as follows:

Monday	Closed
Tuesday	Closed
Wednesday	10:00 am – 1:00 pm; 2:00 pm - 8:00 pm
Thursday	10:00 am – 1:00 pm; 2:00 pm - 8:00 pm
Friday	10:00 am – 1:00 pm; 2:00 pm - 5:00 pm

Saturday	10:00 am – 5:00 pm
Sunday	2:00 pm – 5:00 pm

Impact to all other library services besides the ones provided at Korah Branch would be limited however this scenario would result in an annual **\$181,187 deficit** should the Municipal Grant and/or Provincial grants not be increased.

SCENARIO 2

This scenario is the same as Scenario 1 except that the vacancy in the Adult Services Department created by the reassignment of the Archive Technician to the North Branch is left unfilled. Part-time hours for the Adult Services Department would be increased for desk coverage, however adult programming including technology workshops and book clubs, will be affected. A number of other tasks will have to be distributed to the remaining Reference Technicians.

The Korah Branch could operate the same hours as listed above.

This scenario would still result in an annual **\$135,713 deficit**.

SCENARIO 3

In this scenario, in addition to the Reference Technician position remaining vacant, a third Branch Clerk will not be hired. This reduces the amount of programming that can be offered at the Branches and will require further reductions to Korah Branch's hours. In this scenario the hours looked at were as follows:

Monday	Closed
Tuesday	Closed
Wednesday	10:00 am – 1:00 pm; 2:00 pm - 8:00 pm
Thursday	10:00 am – 1:00 pm; 2:00 pm - 8:00 pm
Friday	Closed
Saturday	10:00 am – 5:00 pm
Sunday	Closed

This scenario would still result in an annual **\$61,543 deficit**.

SCENARIO 4

In this final scenario, the closure of the Korah Branch was looked at. The staffing would be the same as Scenario 3 except there would be a significant reduction in Part-Time hours. This scenario benefits also from the elimination of Korah Branch's operating expenses.

This scenario would still result in a **Balanced Budget**.

OTHER POSSIBLE SCENARIOS

Closing the James L. McIntyre Centennial Library and/or the North Branch some days of the week and reassigning staff to the Korah Branch on those days was considered but rejected on the grounds that such closures would have a far more significant impact on library services to the community as a whole. Korah Branch as it exists now has far less square footage, fewer collections and no library dedicated programming space.

Restructuring the Library organization by combining the Circulation and Adult Services Departments, thus creating a single service point at the James L. McIntyre Centennial Library has been considered at length. This scenario was rejected because of the short timeline that would be required for the restructuring. Large-scale projects such as opening the North Branch will take up a considerable amount of staff time. Labour relations and differences between job classes between the two Departments further complicates matters. Though some efficiencies may be found through an organizational restructure, there is not sufficient time or manpower to carry the process out properly in 2019.

Respectfully submitted,

Matthew MacDonald, Acting CEO/Director of Public Libraries

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-139

SUBDIVISION CONTROL: (PR6) A by-law to deem not registered for purposes of subdivision control a certain lot in the **Murray Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **Murray Subdivision** was registered in the Land Titles Division on **February 15, 1913 as Plan 21500**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Murray Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF MURRAY SUBDIVISION DEEMED NOT REGISTERED**

Lot 20 Plan 21500, Murray Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

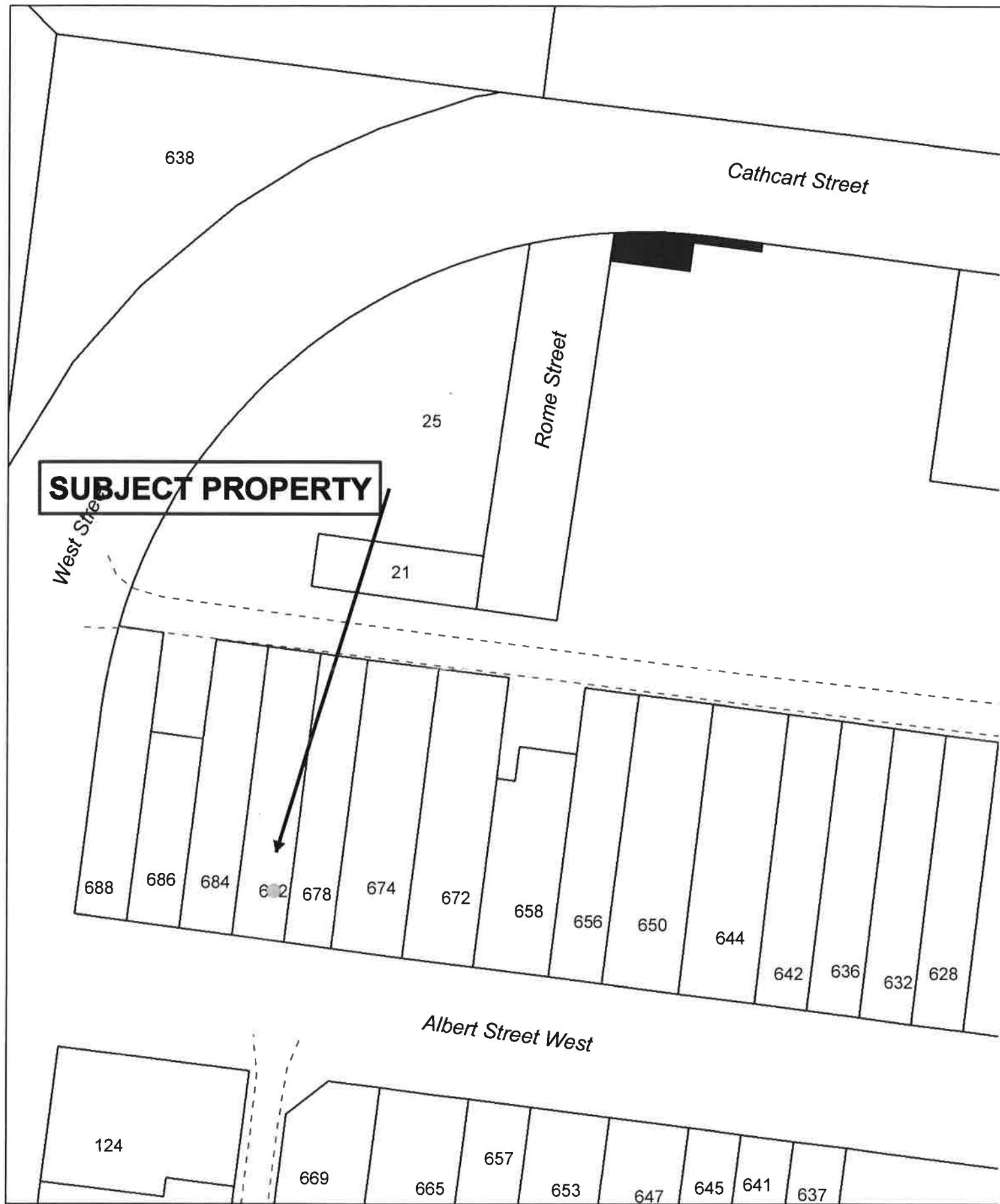
3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 15th day of July, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-140

SUBDIVISION CONTROL: (PR6) A by-law to deem not registered for purposes of subdivision control a certain lot in the **Murray Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **Murray Subdivision** was registered in the Land Titles Division on **February 15, 1913 as Plan 21500**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Murray Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF MURRAY SUBDIVISION DEEMED NOT REGISTERED**

Lot 19 Plan 21500, Murray Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

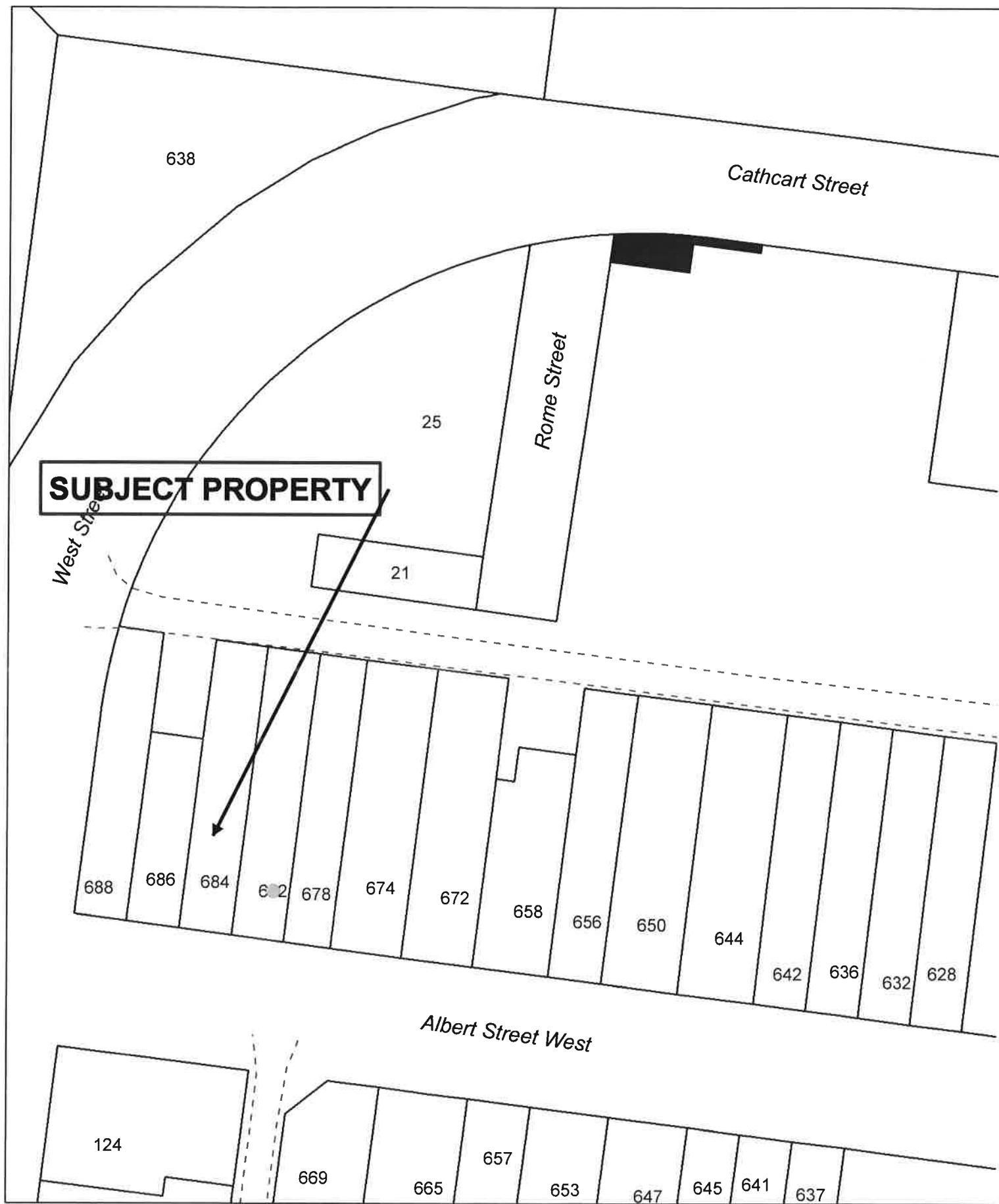
3. **EFFECTIVE DATE**

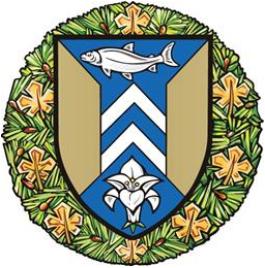
This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 15th day of July, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE





The Corporation of the City of Sault Ste. Marie

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

July 15, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: Deeming By-law – St. Mary's Subdivision, Plan 310 (127 Church Street) (The Perzia Group Ltd.)

PURPOSE

The purpose of this report is to bring to Council a request received from Mr. Frank Provenzano, the Solicitor for the owners of Lt 14-15, PL 310 St. Mary's (127 Church Street).

ATTACHMENT

Attached as Schedule "A" is a map of the subject property.

BACKGROUND

Mr. Provenzano, Solicitor for the owners of Lt 14-15 St. Mary's (civic 127 Church Street) have requested that the City pass a Deeming By-law under Section 50(4) of the *Planning Act* for this property. The effect of the Deeming By-law, once it is registered on title, would result in this property being treated as one block of land and it could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

ANALYSIS

The request has been circulated to Don McConnell, Planning Director, Freddie Pozzebon, Chief Building Official, Maggie McAuley, Municipal Services Engineer and Michelle Kelly, Secretary-Treasurer, Committee of Adjustment, none of whom have an objection to the request that a Deeming By-law be passed in respect of these properties.

FINANCIAL IMPLICATIONS

Approval of this report will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

Deeming By-law – St. Mary's Subdivision, Plan 310 (127 Church Street) (The Perzia Group Ltd.)
2019 07 15
Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that By-law 2019-142 which has the effects of deeming Lt 14-15, Pl 310, St. Mary's Subdivision as no longer being part of a plan of subdivision be recommended for approval. By-law 2019-142 appears elsewhere on the agenda.

Respectfully submitted,



Karen Fields,
City Solicitor

KF/lv
Attachment

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\Deeming By-law - St. Mary's Subdivision-127 Church St.docx



MAP TITLE

The Corporation of the City of Sault Ste. Marie
Legal Department
June 17, 2015

This map is for general reference only.

Projection Details
NAD 1983 UTM Zone 16N
GCS North American 1983



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-143

TRAFFIC: (T2) A by-law to amend Schedule "A" 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 deleting the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
"Queen Street East	north	Leo Avenue	Pine Street	0730 hrs. to 1000 hrs. 1230 hrs. to 1730 hrs. Saturday, Sunday and holidays excepted
Queen Street East	north	Leo Avenue	Church Street	any time
Queen Street East	north	30 m east of east entrance to Algoma College	30 m west of east entrance to Algoma College	any time
Queen Street East	both	west limit of golf course	35 m east of Lorna Dr.	any time
Queen Street East	south	Pim Street	Simpson Street	any time
Queen Street East	south	Simpson	Pine Street	1100 hrs. to 1830 hrs. Saturdays, Sundays and holidays excepted
Queen Street	south	east limit of	westerly limit	any time

East		Civic No. 1785 Queen Street	of Civic No. 1897 Queen St. E.	
Queen Street East	south	46 m east of Lake St.	46 m west of westerly entrance to Bellevue Park	any time
Queen Street East	north	Church Street	Pim Street	0730 hrs. to 0900 hrs. 1230 hrs. to 1330 hrs."

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>
"Queen Street East	north and south	Pim Street	Dacey Road	any time
Willoughby Street	north and south	Great Northern Road	east limit of 82 Great Northern Road	any time"

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 15th day of July, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-144

AGREEMENT: (AG41) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services authorizing the Fourth Lease Extension regarding a portion of 540 Albert Street.

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 July 15, 2019 between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services, a copy of which is attached as Schedule "A" hereto. This Agreement authorizes the Fourth Lease Extension regarding a portion of 540 Albert Street.

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 15th day of July, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

FOURTH LEASE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in duplicate as of July 16, 2019.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the “**Landlord**”)

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND CONSUMER SERVICES**

(the “**Tenant**”)

WHEREAS:

- A. By a lease dated July 16, 1999 (the “Original Lease”), the Landlord leased to Her Majesty, the Queen in right of Ontario as represented by the Chair of the Management Board of Cabinet (the “Chair”) the premises more particularly described as a portion of the third (3rd) floor and a portion of the fourth (4th) floor, comprising a rentable area of approximately six thousand, one hundred and eight (6,108) square feet (the “Rentable Area of the Premises”), in the building municipally known as 540 Albert Street East (the “Building”), in the City of Sault Ste. Marie, in the Province of Ontario, as more particularly described in Schedule “A” attached thereto and hatched on the plan attached to the Original Lease as Schedule “B” thereto (the “Premises”) for a term of five (5) years, commencing on July 16, 1999 and expiring on July 15, 2004 (the “Original Term”), in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original Lease, the Chair was entitled to extend the Original Term for one (1) additional term of five (5) years.
- C. The Chair exercised its right to extend the Original Term by a lease extension agreement (gross) dated July 16, 2004 (the “First Lease Extension Agreement”) with an extension term commencing on July 16, 2004 and expiring on July 15, 2009 (the “First Extension Term”), in addition to other terms and conditions as set out therein.
- D. Pursuant to the terms of the First Lease Extension Agreement, the Chair was entitled to extend the First Extension Term for one (1) additional term of five (5) years.
- E. By Order in Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties assigned by law to the Chair in respect of the acquisition and disposition of real property, or interests therein, by any means and the holding and management of real property, or interests therein, were assigned to the Minister of Public Infrastructure Renewal (“MPIR”).
- F. By Order in Council No. 1617/2008, approved and ordered September 17, 2008, all of the powers and duties assigned by law to the MPIR in respect of infrastructure and any other matters were transferred and assigned to Minister of Energy and Infrastructure (“MEI”).
- G. The MEI exercised its right to extend the First Extension Term by a second lease extension and amending agreement dated July 16, 2009 (the “Second Lease Extension and amending Agreement”) with an extension term commencing on July 16, 2009 and expiring on July 15, 2014 (the “Second Extension Term”), in addition to other terms and conditions as set out therein.
- H. Pursuant to the terms of the Second Lease Extension and Amending Agreement, the MEI was entitled to extend the Second Extension Term for one (1) additional term of five (5) years.

- I. By Order in Council No. 1320/2010, approved and ordered September 15, 2010, all of the powers and duties assigned by law to the MEI under Order in Council No. 1617/2008 in respect of infrastructure matters, including but not limited to the powers, duties, functions and responsibilities of the MEI in respect of the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25 in respect of real property matters, were transferred and assigned to the Minister of Infrastructure (“MOI”).
- J. Ontario Infrastructure and Lands Corporation (“OILC”) has been delegated MOI’s authorities and responsibilities with respect to real property in the name of MOI subject to certain conditions by Delegation of Authority of Ontario Infrastructure and Lands Corporation under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27.
- K. By Order in Council No. 1376/2011, approved and ordered July 19, 2011, the MOI shall exercise the powers and duties assigned by law to the MOI or that may otherwise be assigned to or undertaken by the MOI in respect of infrastructure and any other matters related to the MOI’s portfolio.
- L. The MOI exercised its right to extend the Second Extension Term by a third lease extension and amending agreement dated July 16, 2014 (the “Third Lease Extension and amending Agreement”) with an extension term commencing on July 16, 2014 and expiring on July 15, 2019 (the “Third Extension Term”), in addition to other terms and conditions as set out therein.
- M. Pursuant to the terms of the Third Lease Extension and Amending Agreement, the MOI was entitled to extend the Third Extension Term for one (1) additional term of five (5) years.
- N. By Order in Council No. 219/2015, approved and ordered February 18, 2015, all of the powers and duties previously assigned and transferred to the MOI under Order in Council No. 1376/2011, save and except as set out in Order in Council No. 219/2015, were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure (“MEDEI”).
- O. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to the MEDEI under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the MOI.
- P. By Order in Council No. 1152/2018, approved and ordered October 22, 2018, certain responsibilities in respect of government property under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the MOI to the Minister of Government and Consumer Services.
- Q. By a lease amending agreement dated May 6, 2019 (the “Lease Amending Agreement”), the Landlord and the Tenant agreed to amend the notice period required under the Third Lease Extension and Amending Agreement, as more specifically set out therein, in addition to other terms and conditions as set out therein.
- R. By a letter dated May 31, 2019, the Tenant exercised its right to extend the Third Extension Term in accordance with the terms of the Third Lease Extension and Amending Agreement with a fourth extension term commencing on July 16, 2019 and expiring on July 15, 2024 (the “Fourth Extension Term”), in addition to other terms and conditions as set out herein.
- S. The Third Lease Extension and Amending Agreement provides that any extensions shall be upon the same terms and conditions of the Original Lease, as amended and extended, except for the amount of the Annual Rent, which shall be determined by mutual agreement.
- T. The Landlord and the Tenant have agreed on the amount of the Annual Rent for the Fourth Extension Term.
- U. The Original Lease, the First Lease Extension Agreement, the Second Lease Extension and Amending Agreement, the Third Lease Extension and Amending Agreement and this fourth lease extension and amending agreement (the “Fourth Lease Extension and

Amending Agreement") are hereinafter collectively referred to as the "Lease", except as specifically set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto agree as follows:

1. CONFIRMATION OF RECITALS

The parties hereto confirm that the foregoing recitals are true in substance and in fact.

2. EXTENSION OF LEASE

The parties hereto agree that:

- (a) The Lease is hereby extended for the Fourth Extension Term.
- (b) The Fourth Extension Term shall commence on July 16, 2019 and expire on July 15, 2024.

3. RENT FOR THE FOURTH EXTENSION TERM

- (a) The Annual Rent payable for the Fourth Extension Term shall be One Hundred and Eighteen Thousand, Nine Hundred and Eighty-Three Dollars and Eighty-Four Cents (\$118,983.84) per annum (based on a rate of Nineteen Dollars and Forty-Eight Cents (\$19.48) per square foot of the Rentable Area of the Premises per annum), payable in equal monthly installments of Nine Thousand, Nine Hundred and Fifteen Dollars and Thirty-Two Cents (\$9,915.32), each on the first day of each month during the Fourth Extension Term, the first of such monthly installments to be due and payable on July 16, 2019.

4. AMENDMENT OF LEASE

The extension contemplated in Section 2 of this Fourth Lease Extension and Amending Agreement is subject to all the covenants and conditions contained in the Original Lease, as amended, renewed and extended from time to time, save and except that:

- (a) The Landlord and the Tenant agree that the Tenant shall be granted one (1) further option to extend the term of the Lease for five (5) years (the "Further Extension Term"). The Further Extension Term shall be upon the same terms and conditions of the Original Lease, as extended, renewed or amended, as the case may be, except that there shall be no further right of extension beyond the Further Extension Term except for the Annual Rent, which shall for the Further Extension Term be based upon: (i) the Rentable Area of the Premises, and (ii) the Market Rental as of the date which is six (6) months prior to the commencement of the Further Extension Term. The Annual Rent for the Further Extension Term shall be determined by mutual agreement as of the date which is six (6) months prior to the expiry of the Fourth Extension Term, or failing such agreement, by arbitration in accordance with Section 6.14 of the Original Lease.

The Tenant shall give written notice to the Landlord of its extension of the Lease at least six (6) months prior to the end of the Fourth Extension Term.

- (b) The Original Lease is amended as follows:

- (i) Paragraph (f) of the Summary, as amended, is deleted in its entirety and replaced with the following address for the Landlord for the purposes of delivering notices in accordance with Section 6.17 of the Original Lease, as amended:

"Address of Landlord:

The Corporation of the City of Sault Ste. Marie

99 Foster Drive

P.O. Box 580

Sault Ste. Marie, Ontario P6A 5N1

Attention: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel

Telephone: (705) 759-5403
Fax: (705) 759-5405

With rent cheques to be made payable to:
The Corporation of the City of Sault Ste. Marie”

- (ii) Paragraph (g) of the Summary, as amended, is deleted in its entirety and replaced with the following address for the Tenant for the purposes of delivering notices in accordance with Section 6.17 of the Original Lease, as amended:

“Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Asset Management
Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: (416) 326-2854

And an additional copy to:

CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Global Workplace Solutions – Director, Lease Administration – OILC
Fax: (416) 775-3989”

- (iii) In the Definitions section of the Original Lease, the definition of “Open Data” shall be inserted:

““**Open Data**” means data that is required to be released to the public pursuant to the Open Data Directive.”

- (iv) In the Definitions section of the Original Lease, the definition of “Open Data Directive” shall be inserted:

““**Open Data Directive**” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.”

- (v) Section 4.16, Construction Lien, shall be deleted in its entirety and replaced with the following:

“Section 4.16
Construction Lien

Not to suffer or permit during the Term hereof any construction liens or other liens for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated, to attach to the interest of the Landlord in the Premises or the Lands, and that whenever and so often as any claim for lien is received by the Tenant or registered on title to the Lands, the Tenant shall, as soon as reasonably possible on the earlier of receiving notice of the claim or registration, procure the discharge or vacate thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.”

- (vi) Section 6.19, Registration, shall be deleted in its entirety and replaced with the following:

“Section 6.19 Registration

The Tenant may, at its option, register a notice of this Lease (the “Notice of Lease”) in the applicable Land Registry or Land Titles Office and the Landlord consents to the registration of the Notice of Lease on title to the Lands.

At the expiry, earlier termination or surrender of this Lease, the Landlord shall be responsible for making application to delete the Notice of Lease registered on title to the Lands and the Tenant shall reimburse the Landlord for their reasonable costs thereof to a maximum of Five Hundred Dollar (\$500.00) plus Sales Taxes (the “Application to delete the Notice of Lease Costs”). The Landlord shall submit its Application to delete the Notice of Lease Costs together with a copy of the registered instrument to the Tenant within one hundred and eighty (180) days from the end of the expiration, earlier termination or surrender of the Lease, failing which the Tenant shall not be responsible for payment of the Application to delete the Notice of Lease Costs.”

- (vii) A new Section 6.31, Further Assurances, shall be inserted as follows:

“Section 6.31 Further Assurances

The parties hereto shall execute and deliver all such other instruments and take all such other actions as any party may reasonably request from time to time in order to effect the terms and conditions of this Lease. The parties shall cooperate with each other and their respective counsel and accountants in connection with any actions to be taken as a part of their respective obligations under this Lease.”

- (viii) A new Section 6.32, Counterparts, shall be inserted as follows:

“Section 6.32 Counterparts

This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.”

- (c) If applicable, all sections, clauses or provisions of the Lease which obligate the Tenant to pay interest to the Landlord for any reason whatsoever are hereby amended to delete the obligation of the Tenant to pay interest to the Landlord, in order to conform with the Tenant’s obligation to comply with the *Financial Administration Act*, R.S.O. 1990, c.F.12, as amended.

5. GENERAL

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the Fourth Extension Term they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Lease, as amended and extended hereby.
- (b) The Tenant shall have the continuing right throughout the Fourth Extension Term and any extensions thereto, to terminate the Lease by providing the Landlord with not less than sixty (60) days’ written notice of such termination.
- (c) The Lease shall be binding upon and enure to the benefit of the parties and hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.
- (d) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Lease, as amended and extended.
- (e) The provisions of this Fourth Lease Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.

- (f) The Landlord acknowledges that this Lease and any information contained herein, may be required to be released pursuant to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 and the Open Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Lease or of any information or documents.

EXECUTED by each of the parties hereto under seal on the date written below.

SIGNED, SEALED AND DELIVERED

Dated this ____ day of _____, 20__.

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

By: _____

Name: Christian Provenzano

Title: Mayor

Authorized Signing Officer

By: _____

Name: Malcolm White

Title: City Clerk

Authorized Signing Officer

Dated this ____ day of _____, 20__.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

By: _____

Name:

Title:

Authorized Signing Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-145

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and 786222 Ontario Inc. o/a Harold Phillips Haulage for the Central Street Aqueduct repairs (Contract 2019-7E).

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 Contract dated July 15, 2019 between the City and 786222 Ontario Inc. o/a Harold Phillips Haulage, a copy of which is attached as Schedule "A" hereto. This Contract is for the Central Street Aqueduct repairs (Contract 2019-7E).

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 15th day of July, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2019-7E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 15th day of July in the year **2019** by and between
786222 Ontario Inc. o/a Harold Phillips Haulage hereinafter called the "Contractor"

AND

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

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

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

CENTRAL STREET AQUEDUCT REPAIRS
CONTRACT 2019-7E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P.Eng., Director of Engineering acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, the Drawings and Addenda 1 and 2
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, 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 Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON.
P6A 5X6

THE CONTRACTOR: 786222 Ontario Inc. o/a Harold Phillips Haulage
565 Second Line E.
Sault Ste Marie, ON
P6B 4K2

THE CONTRACT ADMINISTRATOR: STEM Engineering Group
875 Queen Street East, Suite 2
Sault Ste. Marie, ON.
P6A 2B3

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

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - CHRISTIAN PROVENZANO

(seal)

CITY CLERK – MALCOLM WHITE

THE CONTRACTOR

78622 Ontario Inc. o/a Harold Phillips Haulage

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-146

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Central Street between Dyment Street and Bonney Street from July 22, 2019 to October 31, 2019 for the Central Street Aqueduct repairs.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. TEMPORARY STREET CLOSING OF CENTRAL STREET

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Central Street between Dyment Street and Bonney Street from July 22, 2019 to October 31, 2019 for the Central Street Aqueduct repairs.

2. EFFECTIVE DATE

This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of July, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-147

AGREEMENT: (AG130) A by-law to authorize the execution of the Agreement between the City and Mill Market Sault Ste. Marie for a lease agreement for the Mill Market.

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 July 15, 2019 between the City and Mill Market Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This Agreement is for a lease agreement for the Mill Market.

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 15th day of July.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

1

LEASE AGREEMENT

This Lease is made effective the 15th day of July, 2019 in pursuance of the *Short Forms of Leases Act*.

BETWEEN:

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

(herein referred to as the "City")

– and –

MILL MARKET SAULT STE. MARIE

(herein referred to as the "Mill Market")

WHEREAS the City is the owner of the lands in the City of Sault Ste. Marie municipally known as 35 Canal Drive, Sault Ste. Marie, Ontario and legally described as PT HUDSON'S BAY COMPANY'S LANDS S/S PORTAGE ST PL TOWN PLOT OF SULT STE. MARIE PT 10-12 1R5809, PT 2, 3 1R5709, PT 6-10 1R9799; S/T T257669E, outlined on the attached Schedule "A" and herein described as the "Premises".

AND WHEREAS the City wishes to facilitate the continuation and improvement of an existing Farmers' Public Market by leasing the Premises to Mill Market on the terms set out herein;

AND WHEREAS Mill Market, a not for profit corporation, is desirous of housing and operating a Farmers' Public Market along with the associated parking on the Premises for the benefit of the citizens of Sault Ste. Marie and surrounding district;

AND WHEREAS Section 5 of the Lease Agreement provides that the Premises shall be used only for the operation of a Farmers' Market/Public Market and related uses, along with ancillary parking for same;

NOW THEREFORE in consideration of the sum of One (\$1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the City and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. The City agrees to lease the Premises including associated ancillary parking and any City owned freezer equipment therein to Mill Market for a period of Five (5) years, commencing July 15th, 2019 and terminating June 30, 2024 (the "Term").
2. This Lease may be terminated by either party upon ninety (90) days' written notice of its intent to terminate.

3. Provided it is not in material default under the terms of this Lease or this Lease is terminated pursuant to clause 2 herein, Mill Market shall have the right upon written notice to the City to renew this Lease for up to two (2) additional 5-year terms upon the same terms and conditions, save for this right of renewal.
4. Mill Market shall have quiet enjoyment of the Premises and exclusive use thereof except as otherwise expressly agreed. Provided however the City shall have the right, upon reasonable notice and without interfering with Mill Market's operations, to inspect the Premises from time to time to ensure compliance hereto and to perform any required repairs.
5. The Premises shall be used only for the operation of a Farmer' Market/Public Market and related ancillary uses and parking for same.
6. The City shall be responsible, for the repair and replacement of all items which are not the responsibility of Mill Market, which include strictly the structural elements of the Premises, being the foundations, bearing walls, exterior finishes, heating, ventilating and air conditioning systems serving the Premises and the roof, including the roof membrane and structural elements of the roof, except to the extent that any such repairs or replacements are caused by the negligent or willful acts or omissions of Mill Market. If sewer services are extended to the immediate area of the Premises, the City agrees to install and connect a sewer line to the Mill Market building.
7. Mill Market shall be responsible at its sole expense to maintain the Premises in a good state of repair including, but not limited to landscaping, signage, garbage disposal, snowplowing, sanding, all necessary non-structural repairs to the premises, including repairs to the interior exposed plumbing and exposed portions of the electrical systems, keeping the septic system in good repair, grade and maintain the parking lot in good repair, the maintenance and replacement of all equipment use in connection with the operation of the Mill Market, including but no limited to the freezers provided to the Mill Market by the City, and those repairs required as a result of Mill Market's negligence except that Mill Market shall not be obligated to make any of the foregoing arising out of or in any way connected with (a) fire or other casualty, (b) settling, or (c) the negligence of the City or those for which it is in law responsible.
8. Mill Market shall be responsible for payment of all utilities and services for the Premises, including but not limited to electricity, water, gas, sewer, regular pump-outs, and those as set out in sections 7 hereabove.
9. (a) The City may enter and view the state of repair or cleanliness of the Premises during normal business hours and the Lessee will promptly repair, maintain and clean according to notice in writing from the City.

- (b) In the event that Mill Market fails to repair, maintain or clean in accordance with the provisions hereof, the City may enter the Premises and make the required repairs or do the required maintenance or cleaning and recover as rent herein from Mill Market the reasonable cost thereof and, provided the City and its agents act reasonably, the City will not be liable to Mill Market for any inconvenience, interruption, loss of business or any damage suffered by Mill Market by reason of the City effecting such repairs, maintenance or cleaning.
- (c) Upon vacating the Premises at the end or earlier termination of the lease term, unless otherwise agreed by the parties Mill Market will leave the Premises in the state of repair and cleanliness required to be maintained during the term of this lease, reasonable wear and tear excepted.
10. The parties acknowledge that the City has applied to have the Premises designated a Municipal Capital Facility. Should such designation be deemed not to apply to the Mill Market by MPAC, the City shall be responsible for the payment of any taxes that may be assessed against the Premises during the Term of this Lease and may provide to the Mill Market an offsetting grant to cover the difference in the assessment by MPAC if not deemed a Municipal Capital Facility.
 11. Mill Market agrees to maintain at all times during the currency of this licence 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 licenced 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 and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
 12. Mill Market shall indemnify and save the City and those for whom the City is legally responsible for all claims, demands and actions arising out of the use of the Premises by Mill Market unless such claims, demands and actions arise as a result of the deliberate or negligent act of the employees, agents or contractors of the City.
 13. The City shall insure the building on the Premises for standard perils for its full replacement value. In the event of damage to the Premises due to fire or other insured peril the City shall promptly repair or replace such damage.
 14. This Agreement shall not be assigned by Mill Market, without the prior written approval of the City. Mill Market shall have the right to sublet or licence portions of the Premises to its members or third parties for purposes consistent with Mill Market's mission and operations. The Mill Market expressly acknowledges responsibility for any sublessee or licensee.

15. Mill Market, at its sole costs and expense, shall be entitled to place and replace signage on the Premises subject to applicable bylaws and the approval of the City acting reasonably.
 16. The City agrees to take such steps as may be required by Mill Market to complete the transfer of the rights to the name "Mill Market", website and related intellectual property of the facility to Mill Market.
 17. There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein. This Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

In witness thereof, the parties hereto have executed this Lease this 15th day of July, 2019.

SIGNED, SEALED AND DELIVERED

MILL MARKET SAULT STE. MARIE

NAME: BRENT LAMMING
TITLE: BOARD CHAIR

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-148

AGREEMENT: (I3.2) A by-law to authorize the execution of the Agreement between the City and Shaw Business, a division of Shaw Telecom G.P., Shaw Business U.S. , Inc., and/or Shaw Envision Inc. for the provision of a Unified Communication System (Telephony) for use by the City.

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 July 15, 2019 between the City and Shaw Business, a division of Shaw Telecom G.P., Shaw Business U.S., Inc., and/or Shaw Envision Inc. for the provision of a Unified Communication System (Telephony) for use by the City.

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 15th day of July, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

Shaw) Business

Date of Service Order: July 5, 2019
Account Rep. Name: Maryann Olyphant

SMARTVOICE SERVICE ORDER FORM

This Service Order Form constitutes an agreement between the company listed below ("Customer") and SHAW BUSINESS, a division of Shaw Telecom G.P., Shaw Business U.S., Inc., and/or Shaw Envision Inc., as applicable ("Shaw Business").

CUSTOMER INFORMATION

Legal Customer Name: The Corporation Of The City Of Sault Ste Marie

Address for Billing:

99 Foster Dr, Ste 500
Sault Ste. Marie, ON P6A 5X6
Canada

Address for Legal Notices (if different than Billing Address):

Attention: Frank Coccimiglio

Attention:

Phone: (705) 759-5303

Fax: (705) 541-7165

Phone:

Fax:

Email: f.coccimiglio@ssm.on.ca

Email:

ORDER INFORMATION

Business Voice Service Type: SmartVoice

Contract Type: New Renewal Revision (Paperwork Change Only) Amendment Move/Relocate Technology Replacement

Service Order Form (Service Appendix) being renewed, revised, amended, or Technology replaced:

Customer Reference Number: 19041046238-253013

Shaw) Business

Service Location 1	The Corporation Of The City Of Sault Ste Marie	Address: 99 Foster Dr Ste 500, Sault Ste. Marie, ON P6A 5X6 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 2	The Corporation Of The City Of Sault Ste Marie	Address: 128 Sackville Road, Sault Ste. Marie, ON P6B 4T6 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 3	The Corporation Of The City Of Sault Ste Marie	Address: 619 Bay Street, Sault Ste. Marie, ON P6A 5X5 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 4	The Corporation Of The City Of Sault Ste Marie	Address: 402 Fifth Line E, Sault Ste. Marie, ON P6C 4L5 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 5	The Corporation Of The City Of Sault Ste Marie	Address: 269 Queen St E, Sault Ste. Marie, ON P6A 1Y9 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 6	The Corporation Of The City Of Sault Ste Marie	Address: 65 Foster Drive, Sault Ste. Marie, ON P6A 5N1 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 7	The Corporation Of The City Of Sault Ste Marie	Address: 27 4 Line E Cemetery, Sault Ste. Marie, ON P6A 5K8 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 8	The Corporation Of The City Of Sault Ste Marie	Address: 72 Tancred St Firehall, Sault Ste. Marie, ON P6A 2W1 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 9	The Corporation Of The City Of Sault Ste Marie	Address: 556 Goulais Ave Northern Community Centre, Sault Ste Marie, ON P6C 5A7 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 10	The Corporation Of The City Of Sault Ste Marie	Address: 556 Goulais Ave NCC Library, Sault Ste Marie, ON P6C 5A7 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 11	The Corporation Of The City Of Sault Ste Marie	Address: 260 Elizabeth St John Rhodes Community Centre, Sault Ste Marie, ON P6A 6J3 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 12	The Corporation Of The City Of Sault Ste Marie	Address: 50 East Street, Sault Ste. Marie, ON P6A 3C3 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 13	The Corporation Of The City Of Sault Ste Marie	Address: 111 Huron Street, Sault Ste. Marie, ON P6A 5P9 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 14	The Corporation Of The City Of Sault Ste Marie	Address: 800 Bay Street, Sault Ste Marie, ON P6A 0A1 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 15	The Corporation Of The City Of Sault Ste Marie	Address: 269 Albert St W Greco Pool, Sault Ste Marie, ON P6A 1B6 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 16	The Corporation Of The City Of Sault Ste Marie	Address: 2221 Queen St E East End Wastewater Treatment Plant, Sault Ste. Marie, ON P6A 5K9 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 17	The Corporation Of The City Of Sault Ste Marie	Address: 160 Queen St E Dennis St Terminal, Sault Ste. Marie, ON P6A 1Y5 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 18	The Corporation Of The City Of Sault Ste Marie	Address: 616 Goulais Ave W.J. McMeeken Centre, Sault Ste. Marie, ON P6C 5A7 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 19	The Corporation Of The City Of Sault Ste Marie	Address: 428 Morin Street Ball Field, Sault Ste Marie, ON P6C 3E9 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 20	The Corporation Of The City Of Sault Ste Marie	Address: 57 Des Chenes, Sault Ste Marie, ON P6A 5K8 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 21	The Corporation Of The City Of Sault Ste Marie	Address: 108 Rossmore Rd James Elliot Park, Sault Ste. Marie, ON P6C 5Z2 On-Net: Off-Net

Shaw) Business

		Demarcation: RJ45 connector at the Service Location
Service Location 22	The Corporation Of The City Of Sault Ste Marie	Address: 475 Airport Road, Sault Ste Marie, ON P6A 5K6 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 23	The Corporation Of The City Of Sault Ste Marie	Address: 710 Young Street Manzo Pool, Sault Ste Marie, ON P6C 1G2 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 24	The Corporation Of The City Of Sault Ste Marie	Address: 65 Old Garden River Rd, Sault Ste Marie, ON P6A 6H5 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 25	The Corporation Of The City Of Sault Ste Marie	Address: 1504 Peoples Rd Cemetary Garage, Sault Ste. Marie, ON P6A 0B5 On-Net: On-Net Demarcation: RJ45 connector at the Service Location
Service Location 26	The Corporation Of The City Of Sault Ste Marie	Address: 62 Lake Street Bellevue Park, Sault Ste. Marie, ON P6A 4A5 On-Net: Off-Net Demarcation: RJ45 connector at the Service Location
Service Location 27	The Corporation Of The City Of Sault Ste Marie	Address: Level 1 - 99 Foster Dr Economic Development Corporation, Sault Ste. Marie, ON P6A 5X6 On-Net: On-Net Demarcation: RJ45 connector at the Service Location

Service Charges and Term: 60 Months

Service	Location	Description	Qty	Rate	MRC	NRI
SmartVoice Analog	1	SmartVoice for Fax or POS	23	\$9.95	\$228.85	\$0.00
SmartVoice Collaborative	1	Hardware - Polycom VVX4xx	161	\$22.95	\$3,694.95	\$0.00
SmartVoice Receptionist Side Car	1	SmartVoice- Receptionist 2nd Side car	2	\$0.00	\$0.00	\$0.00
SmartVoice Collaborative Receptionist	1	Hardware - Polycom VVX50x + SideCar	1	\$49.95	\$49.95	\$0.00
SmartVoice Auto Attendant	1	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Conference	1	Hardware - Polycom IP6000	4	\$29.95	\$119.80	\$0.00
SmartVoice Auto Attendant	2	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Analog	2	SmartVoice for Fax or POS	7	\$9.95	\$69.65	\$0.00
SmartVoice Collaborative	2	Hardware - Polycom VVX4xx	82	\$22.95	\$1,881.90	\$0.00
SmartVoice Collaborative Receptionist	2	Hardware - Polycom VVX50x + SideCar	1	\$49.95	\$49.95	\$0.00
SmartVoice Collaborative	3	Hardware - Polycom VVX4xx	3	\$22.95	\$68.85	\$0.00
SmartVoice Collaborative	4	Hardware - Polycom VVX4xx	4	\$22.95	\$91.80	\$0.00
SmartVoice Analog	4	SmartVoice for Fax or POS	4	\$9.95	\$39.80	\$0.00
SmartVoice Auto Attendant	5	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Analog	5	SmartVoice for Fax or POS	3	\$9.95	\$29.85	\$0.00
SmartVoice Collaborative	5	Hardware - Polycom VVX4xx	35	\$22.95	\$803.25	\$0.00
SmartVoice Analog	6	SmartVoice for Fax or POS	4	\$9.95	\$39.80	\$0.00
SmartVoice Collaborative	7	Hardware - Polycom VVX4xx	4	\$22.95	\$91.80	\$0.00
SmartVoice Analog	7	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	8	Hardware - Polycom VVX4xx	12	\$22.95	\$275.40	\$0.00
SmartVoice Collaborative	9	Hardware - Polycom VVX4xx	2	\$22.95	\$45.90	\$0.00
SmartVoice Analog	9	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	10	Hardware - Polycom VVX4xx	2	\$22.95	\$45.90	\$0.00
SmartVoice Collaborative	11	Hardware - Polycom VVX4xx	12	\$22.95	\$275.40	\$0.00

Shaw) Business

SmartVoice Analog	11	SmartVoice for Fax or POS	5	\$9.95	\$49.75	\$0.00
SmartVoice Collaborative	12	Hardware - Polycom VVX4xx	33	\$22.95	\$757.35	\$0.00
SmartVoice Collaborative	13	Hardware - Polycom VVX4xx	20	\$22.95	\$459.00	\$0.00
SmartVoice Analog	13	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative Receptionist	13	Hardware - Polycom VVX50x + SideCar	1	\$49.95	\$49.95	\$0.00
SmartVoice - Call Queuing	13	SmartVoice - Call Queuing	1	\$1.95	\$1.95	\$0.00
SmartVoice Auto Attendant	13	SmartVoice- Auto Attendant Feature	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	14	Hardware - Polycom VVX4xx	2	\$22.95	\$45.90	\$0.00
SmartVoice Analog	14	SmartVoice for Fax or POS	2	\$9.95	\$19.90	\$0.00
SmartVoice Collaborative	15	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Mobile - App	16	SmartVoice Mobile - App	1	\$10.95	\$10.95	\$0.00
SmartVoice Collaborative	17	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Collaborative	18	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Analog	18	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Mobile - App	19	SmartVoice Mobile - App	1	\$10.95	\$10.95	\$0.00
SmartVoice Mobile - App	20	SmartVoice Mobile - App	1	\$10.95	\$10.95	\$0.00
SmartVoice Collaborative	21	Hardware - Polycom VVX4xx	1	\$22.95	\$22.95	\$0.00
SmartVoice Analog	21	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Mobile - App	22	SmartVoice Mobile - App	1	\$10.95	\$10.95	\$0.00
SmartVoice Collaborative	23	Hardware - Polycom VVX4xx	2	\$22.95	\$45.90	\$0.00
SmartVoice Collaborative	24	Hardware - Polycom VVX4xx	15	\$22.95	\$344.25	\$0.00
SmartVoice Analog	24	SmartVoice for Fax or POS	2	\$9.95	\$19.90	\$0.00
SmartVoice Mobile - App	25	SmartVoice Mobile - App	1	\$10.95	\$10.95	\$0.00
SmartVoice Analog	26	SmartVoice for Fax or POS	1	\$9.95	\$9.95	\$0.00
SmartVoice Collaborative	27	Hardware - Polycom VVX4xx	22	\$22.95	\$504.90	\$0.00
Total:					\$10,447.60	\$0.00

The Above Charges do not include applicable taxes.

Charges are in Canadian Dollars unless otherwise specified.

The installation costs associated with the Service are conditional upon the results of a final detailed field facilities analysis.

Should the analysis determine that the provisioning costs will be greater than indicated above; the parties will renegotiate the installation and/or monthly recurring charges.

MRC: Monthly Recurring Charge

NRI: Non-Recurring Installation Charge

- CAN/US Long Distance minutes included
- CAN/US Toll Free minutes will be charged at \$0.03/min
- International Long Distance rates can be found at the following site:
<http://business.shaw.ca/Phone/Long-Distance>

Services include on-line access to Customer to manage features and other important information about the Services herein ("Customer Portal").

ADDITIONAL SERVICE REQUESTS

Customer may request any of the additional services listed in the table below, from time to time, by submitting a Change Request to SHAW BUSINESS at inquiries@shawbusiness.ca or 1-877-742-9249. Shaw Business will provide Customer with a Confirmation Form confirming the request and the MRC and NRI charges associated with the additional services requested. Additional Services added to the original contracted Services must be maintained by Customer for a minimum of three (3) months, after which time the Customer may cancel some of the Services, without penalty, provided that the original SmartVoice Services contracted for under this SOF remain for the entire Term of the SOF.

Adding Packages and Features: Additional monthly recurring charges (MRC) will be applied for additional packages and features. Upon provision of the requested changes, the Customer's billing will be adjusted in accordance with the MRC fees set out below:

Shaw) Business

TABLE 1: Monthly Fees for Additional Services or Features ordered during initial Term:

SmartVoice Services	Up to 60 Month Contract*
SmartVoice Analog	\$9.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Receptionist Side Car	\$0.00 per seat
SmartVoice Collaborative Receptionist	\$49.95 per seat
SmartVoice Auto Attendant	\$9.95 per seat
SmartVoice Conference	\$29.95 per seat
SmartVoice Auto Attendant	\$9.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Collaborative Receptionist	\$49.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Auto Attendant	\$9.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice - Call Queuing	\$1.95 per seat
SmartVoice Auto Attendant	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Mobile - App	\$10.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Mobile - App	\$10.95 per seat
SmartVoice Mobile - App	\$10.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat

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SmartVoice Mobile - App	\$10.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Collaborative	\$22.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Mobile - App	\$10.95 per seat
SmartVoice Analog	\$9.95 per seat
SmartVoice Collaborative	\$22.95 per seat

*The above charges do not include applicable Taxes

TABLE 2: Renewal Pricing and Monthly Fees for New Services and Features ordered during the Term:

SmartVoice Services	Additional Service Price
SmartVoice	\$29.95 per seat
SmartVoice Collaborative	\$39.95 per seat
SmartVoice Collaborative Reception	\$49.95 per seat
SmartVoice Mobile	\$49.95 per seat
SmartVoice Conference	\$29.95 per seat
SmartVoice Analog	\$19.95 per seat
SmartVoice Mobile App	\$10.95 per seat
SmartVoice Mobile Collaborative	\$27.95 per seat
SmartVoice Call Queuing	\$1.95 per seat
SmartVoice Call Recording	\$7.95 per seat
SmartVoice Paging Adapter	\$17.00
Meet Me Conference	\$5.00 per month per port
Group Voice Mail Box	\$5.00 per month per mailbox
Auto Attendant	\$9.95 per month per Attendant
SmartSwitch	Monthly Recurring Charge
8 Port Smart Switch	\$18.00 per switch
24 Port Smart Switch	\$35.00 per switch
48 Port Smart Switch	\$70.00 per switch

*Based on the original Term of this SOF. The above charges do not include applicable Taxes

Meet Me Conference	\$5.00 per month per port
Group Voice Mail Box	\$5.00 per month per mailbox
Auto Attendant	\$9.95 per month per Attendant
SmartSwitch	Monthly Recurring Charge
8 Port Smart Switch	\$18.00 per switch
24 Port Smart Switch	\$35.00 per switch
48 Port Smart Switch	\$70.00 per switch

*Based on the original Term of this SOF. The above charges do not include applicable Taxes

One Time Charges for additional Services and Features:

Item	NRI Charges for Additional Services*
Receptionist Sidecar (third sidecar)	\$185.00 per unit, one-time cost
Receptionist Portal Upgrade (30 line)	\$75.00 per 30 line configuration, one time charge
Receptionist Portal Upgrade (30 line+)	\$175.00 over 30 line configuration, one time charge
Set Upgrades (VVX5xx, VVX6xx, Cordless)	\$75.00 per set, one time charge
Installation Charges (per cable run, 4 seats and under)	\$50.00 per cable run, one time charge
Installation Charges (per cable run, over 4 seats)	\$150.00 per cable run, one time charge
Installation Charges (SmartSwitch)	\$74.95 per install, one time charge

Shaw) Business

HD Camera (VVX 50x and 60x only)	\$95.00 per camera, one time charge
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*The above charges do not include applicable Taxes

Change Requests: Change Requests are subject to the charges noted in the above table plus a one-time fee of \$100.00 per Change Request, plus applicable Taxes. The one-time Change Request fee will be waived: (i) for implementation changes requested within 5 days of installation of the Service; and (ii) for up to two Changes Requests per month.

Porting Charges: Customer will be charged a one-time fee of \$500 plus applicable taxes if Customer requests that numbers be ported outside of normal business hours. In addition, if Shaw Business schedules an after-hours port and Customer fails to provide access to its premises at the scheduled time, Customer will be charged the \$500 port charge for each time the work is scheduled, until access is provided and the port is completed.

Move Charges: Move requests will be subject to an access installation charge. Access installation charges for On-Net locations will be charged at the rate of \$50.00 per SmartVoice Seat and \$75.00 per SmartSwitch; installation charges for Off-Net locations will be assessed by Shaw Business upon receipt of the request and will be confirmed to Customer prior to proceeding with the move.

TERM AND RENEWAL

- The Term for new Services will commence upon completion of installation as notified to Customer by Shaw Business
- The Term for renewals will commence on the first day of the month following the date this SOF is signed and submitted by Customer
- Changes, amendments and relocations are effective when all changes are complete and Term continues from the date changes are complete
- Services will automatically renew at the end of the initial Term, for additional periods of 1 year each (each a "Renewal Term") unless either Party provides written notice of termination sixty (60) days prior to the end of the Term. The Services under each Renewal Term will be billed at the then current rate for Services based on the length of the initial Term.

CABLING AND EQUIPMENT

Shaw Business will deliver the Services to the master telephone room at the applicable Customer service location. Customer wiring will be used to extend to end users and is the responsibility of the Customer. If requested, Shaw Business will extend the wiring at an additional cost.

All Equipment provided by Shaw Business and installed at the Service Location will remain the property of Shaw Business and upon termination of the Services will be removed by Shaw Business.

Shaw Business shall not be responsible for any negative consequences or extra costs arising out of Shaw Business following any direction given by Customer, whether given voluntarily or not by the Customer in relation to the installation of the Services.

IMPORTANT DISCLOSURE ABOUT MOBILE SERVICES

The Mobile Services are not a replacement for mobile or fixed line telephones. In particular, the Mobile Services may not allow the user to make emergency 911 calls and it is the Customer's sole responsibility to determine whether or not the Customer's device over which it is using the Mobile Services restricts the user from making emergency 911 calls. Customer acknowledges and agrees that it may have to make alternative arrangements to ensure that it has the ability to make emergency 911 calls.

EMERGENCY 911 SERVICE RESTRICTIONS

Customer acknowledges that SmartVoice Services have certain limitations relative to Enhanced 9-1-1 service as more particularly set forth below, and Customer is responsible for advising all of its end-users of these limitations.

All SmartVoice Services:

- a) 911 service will not function in the event of a power outage or network service outage;
- b) 9-1-1 calls may be misdirected to an incorrect emergency response site if Customer is using the voice Service at any location other than the Service Location where the SmartVoice services are installed as specified on the SOF ("Primary Service Location");
- c) In the event an end user places a 911 call, the phone number designated by the Customer as the primary number and the street address of the Primary Service Location will be passed on to the local PSAP or the local emergency dispatcher;
- d) End users not at the Primary Service Location must inform the emergency services dispatcher of their location when placing a 911 call
- e) The PSAP or local emergency services dispatcher may not be able to capture and/or retain automatic phone number or location information when receiving 911 calls. Customer or end-user must ensure they do not disconnect the line, as the dispatcher may not have a phone number to use for call back. If the person is unable to speak and provide the location, the emergency dispatcher may not be able to obtain location information. If 911 is dialed and the receiver is hung up, the call will be disconnected.
- f) If 911 services are a concern, Customer may wish to consider having a backup land line or other alternate means of accessing traditional 911 or E-911 services.

SmartVoice Services over Mobile Device (personal computing client and/or tablet or other mobile device applications):

The SmartVoice Service allows you to make or receive telephone calls using a Mobile Device over the Internet to or from the public switched telephone network. The nature of these telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and Customer acknowledges and agrees that differences exist between traditional telephone service and SmartVoice Services over a Mobile Device, including the lack of traditional 9-1-1 emergency services.

Because of the unique nature of SmartVoice Services over Mobile Devices, emergency calls to 9-1-1 through the service will be handled differently than calls placed over traditional phone services. The following provisions describe the differences and limitations of 9-1-1 calls placed to emergency services from your account as described below. Customer hereby acknowledges that it understands the differences between 9-1-1 calls over traditional voice service and 9-1-1 calls made using SmartVoice Services over Mobile Devices.

- a) When a 9-1-1 emergency call is made, the SmartVoice Services over Mobile Devices will attempt to automatically route your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to the address of record on Customer's account. However, due to the limitations of the VoIP telephone services, the 9-1-1 call may be routed to a different location than that which would be used for traditional 9-1-1 dialing. For example, the call may be forwarded to a third-party specialized call

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centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 9-1-1 call which has automatically generated your address information, and consequently, the end-user making the call may be required to provide their name, address, and telephone number to the call centre.

- b) SmartVoice Services over Mobile Devices will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 9-1-1 emergency call, the end-user must immediately inform the dispatcher of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.
- c) Customer is responsible for providing, maintaining, and updating correct contact information (including name, address and telephone number) for your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.
- d) For technical reasons, there is a possibility that a 911 call may produce a busy signal or may take longer to answer than traditional 911 services. You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.
- e) For technical reasons, the functionality of 9-1-1 emergency calls may cease or be curtailed in various circumstances, including but not limited to: failure of service or your service access device—if your system access equipment fails or is not configured correctly, or if your service is not functioning correctly for any reason, including power outages, service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure the system access equipment before being able to use the service, including for 9-1-1 emergency calls; and changing locations—if you move your system access equipment to a location other than that described in your account information or otherwise on record with Shaw Business.
- f) Customer acknowledges that the Services are designed for operation within Canada and if the Services are being used on a mobile device outside of Canada, it may not be possible to call the relevant emergency number in that country.
- g) Customer is responsible for notifying, and hereby agrees to notify, all users or potential users of its SmartVoice services of the nature and limitations of 9-1-1 emergency calls on the SmartVoice over Mobile Device service as described herein.

Registration of Physical Location.

Customer acknowledges that it is Customer's responsibility to ensure its service location information is kept current at all times. If Customer relocates any direct inward dial numbers ("DIDs") to a location other than the Primary Service Location or is using the SmartVoice over Mobile Device service, it is the Customer's responsibility to promptly provide Shaw Business with the service address and the DID numbers associated with the service address. Once Customer advises Shaw Business of an address change associated with any DID numbers it takes up to three (3) business days for the 911 records with the local PSAPs to be updated. Unless an end-user provides an address location during the 911 call, the call taker will dispatch emergency response vehicles to the last registered address for the Primary Service Location.

Customer acknowledges and agrees that Shaw Business will not be liable for any service outage or inability to dial 911 using Smart Voice Services, or any delays with 911 service due to the limitations set out above. Customer agrees to defend, indemnify and hold harmless Shaw Business, its officers, directors, employees and affiliates from any claims, losses, damages, fines, penalties or costs in connection with any issues arising from Customer or its end users use of the Business Voice Services, and in particular any issues related to not being able to access 911 services or any delays with emergency services being able to identify locations associated with 911 calls.

ADDITIONAL TERMS AND CONDITIONS FOR SMART VOICE SERVICES

The following terms and conditions are applicable to the SmartVoice Services.

- a) Customer agrees to use the Services solely for its normal day to day business and will not resell, in whole or in part, the Services.
- b) Customer shall at all times ensure that the Services are used by it in accordance with Shaw Business Voice Acceptable Use Policy as published or posted on Shaw Business website from time to time.
- c) If Customer wishes Shaw Business to port Customer's existing telephone number or numbers, a duly authorized signing officer of Customer will endorse his/her initials where indicated below.
- d) Customer will complete and sign the Directory Listing Form provided with this Service Agreement, and Customer acknowledges that it is Customer's responsibility to ensure the information provided on such form is accurate. Shaw Business assumes no responsibility for incorrect information being published in any directory listing if the information matches the information provided in the Directory Listing Form.
- e) Customer will complete all other applicable forms which may be required by Shaw Business, depending on Customer's service requirements, i.e. toll free numbers, etc.
- f) When the Service is provided over coax, the use of video over the Services may result in voice calls being dropped or degraded due to bandwidth requirements for video calls.
- g) Video Calling is supported on Polycom VVX500/600 Models with video cameras and SmartVoice Desktop Client (additional hardware may be required at the cost of the Customer)
- h) Although Customer may use its own video camera equipment, Shaw Business does not guarantee the compatibility of the Customer video camera equipment with the Services under this Service Order Form
- i) When Customer's Service is connected to an internet provider other than Shaw Business and/or Customer provided infrastructure (separately or together the "Customer Infrastructure"), Customer acknowledges and agrees that Customer is solely responsible for Customer Infrastructure and any failure in the Customer Infrastructure may degrade or interrupt phone service and prohibit Shaw Business from providing any support for failure of the Service.

Media File Management

- a) If Customer chooses to use the Music on Hold feature available with the Services, Customer will be responsible for sourcing music from an authorized source and downloading it as a wave file (either .wav or .wma).
- b) Customer is solely responsible for ensuring that it has proper authorization to use any music it downloads for use with the Services.
- c) Greetings and Music can be uploaded, recorded and managed through the Customer Portal and/or phone menu.
- d) When uploading Audio files (most common media types: Wav, .wma, etc are supported) to the SmartVoice Customer Portal(s) the following specification apply:

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Feature:	Personalized Name	Voice Mail Greeting	* Auto Attendant	*Call Media	Queuing	Music On Hold
Max File Size	<16MB	<16MB	<16MB	<16MB**	<16MB	
Max Audio Length	1 Min	10 Min	10 Min	10 Min**	10 Min	

*Features are an additional add on service

**Applies to all call Queuing Media

- e) Customer agrees that Shaw is not liable for the payment of any fees relating to the reproduction, communication and public performance of the music for the Music on Hold feature available with the Services (the "Music").
- f) Customer agrees to release, hold harmless, and indemnify Shaw and each of its parent companies, subsidiaries, affiliates, partners, associates, related companies and agents, and/or contractors, employees, officers and directors and representatives from any cause of action, suit, demand, investigation, liability, cost, damage or expense arising from the reproduction, communication and public performance of the Music.

CALL RECORDING SERVICE

- a) Call recording service provides the Customer with the ability to record telephone calls and manage the recorded content of the recorded calls ("Audio Files") through the Customer Portal(s) ("Call Recording Service").
- b) Customer Responsibilities
 - i) Customer is solely responsible for access to and use of the Customer Portal and Call Recording Service by all users, including its employees, officers, directors and agents (collectively, the "Users"). The Customer agrees to comply with and to ensure that the Users comply with the following terms and conditions associated with the use of the Call Recording Service and Customer Portal (the Customer and/or User are sometimes herein after referred to as "you").
 - ii) Customer may not grant access to the Customer Portal to any third party (except a third party acting as agent of the Customer).
 - iii) When providing contact information for the Customer Portal, you agree to provide accurate and current information and to promptly update such information as necessary to ensure that it is kept accurate and complete.
 - iv) You agree you are responsible for: i) maintaining the confidentiality of all passwords and/or other account(s) identifiers which you choose or are assigned, ii) any unauthorized downloads of the Audio Files; iii) establishing policy around access permissions for the Users, including but not limited to who may retrieve, playback and delete recordings; iv) complying with applicable privacy laws and; v) all activities that occur under such passwords and/or account(s).
 - v) Further, you agree to notify Shaw Business of any unauthorized use of your passwords and/or account(s). Shaw Business will not assume any responsibility for your acts or omissions.
 - vi) Customer will not use the Call Recording Service store any material that infringes the intellectual property rights or other rights of third parties.
 - vii) Customer will not use the Call Recording Service to store any material that is libelous, defamatory, discriminatory, or otherwise malicious or harmful to any person or entity when such activities are prohibited by Canadian laws.
 - viii) Customer owns the Audio Files. Shaw Business does not have any access to the Audio Files.
 - ix) Shaw Business has access to the related data and meta data collected from Shaw Business' network, excluding Audio files which it may access and use for the purposes of providing the Services.
 - x) Customer acknowledges, understands and agrees that the Audio Files will automatically be deleted 90 days after the recording was made
 - xi) Customer acknowledges that the Call Recording Service is provided without any representations or warranties, and there is not a Service Level Agreement associated with the Call Recording Service.

Shaw is not liable in connection with the Customer's use of the Call Recording Services. Customer will indemnify Shaw Business against all losses, liability, claims, damages, judgments, expenses and costs arising from any third party claims resulting from or related to the collection and storage of the Audio Files and its use of the Call Recording Service by Customer or its Users or end-users.

HARDWARE AND SOFTWARE

- a) Shaw Business will provide Customer with the phone sets and the software required for the Customer to use the Services.
- b) The phone sets are provided with a one (1) year manufacturer's warranty and Shaw Business will handle all warranty related issues.
- c) Shaw Business hereby provides Customer with a limited license to use the software provided with the Services and Customer acknowledges that its license to use the software is conditional upon Customer agreeing that it will not: (i) transfer, assign or sublicense the software to any other person, organization or entity, (ii) attempt to create any derivative version thereof, or (iii) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form.
- d) **Customer acknowledges and agrees that phones sets provided by Shaw Business for Services at a Service Location must remain at that Service Location and Customer agrees that it will not remove the phone sets from the Service Location where they were provided.**

CHANGES TO OFF-NET SERVICES

Some Off-Net Services provided by Shaw Business may have a third party component which is subject to regulatory changes from time to time. Shaw Business reserves the right to make changes to this Service Order Form as a result of tariff or other regulatory changes to the third party component of the Services as follows: (i) the monthly recurring charges; and/or (ii) the method by which the Services are delivered. Shaw Business will make commercially reasonable efforts to minimize any rate increases as a result of the third party changes. If a change is made to any third party service component which affects the Services, Shaw Business will provide the Customer with sixty (60) days written notice of the expected change and the impact it will have on the Services ("Change Notice"), including any change to the monthly recurring charges. Upon receipt of the Change Notice, Customer will have the option of either accepting the proposed changes or cancelling the affected Services without penalty. If Customer chooses to cancel the affected Services, Customer will provide Shaw Business with written notice to terminate the services and such notice must be sent within thirty (30) days of receipt of the Change Notice, after which Customer will be deemed to have accepted the change to the Services.

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NOTICES

Shaw Business address for Legal Notices:
900, 630 – 3 Avenue SW, Calgary AB T2P 4L4
ATTENTION: VP Sales, Business Fax No.: 403-303-4823
WITH A COPY TO: EVP & Chief Legal & Regulatory Officer Fax No.: 403-716-6544

The Customer acknowledges and agrees that each service ("Service") provided hereunder shall be governed by the terms and conditions included within this Service Order Form and either: (a) the terms of service available at <http://business.shaw.ca/Terms-Of-Service/> (as such terms may be updated from time to time) ("Terms of Service"), or (b) any services agreement between Customer and Shaw Business currently in effect, ("MSA"). The Terms of Service or MSA, as applicable, is hereby incorporated by reference into, and together with this Service Order Form forms the entire agreement between the parties hereto. In the event of any inconsistency between this Service Order Form and either the Terms of Service or MSA, as applicable, the terms and conditions set out in this Service Order Form shall prevail.

SPECIAL TERMS AND CONDITIONS

1. Notwithstanding clause 9(a) of the Shaw Business Terms of Service, the Parties agree that the governing law will be Ontario.
2. The fourth sentence of clause 9(j) of the Shaw Business Terms of Service will be deleted and replaced with the following:
"Notwithstanding the above, the Parties acknowledge that disclosure of this Agreement will be required to certain of their respective employees, agents, City Council, or representatives, to effectuate the purposes hereof, and to receive approval of Council, or as is necessary to comply with federal, provincial or local regulatory requirements, including disclosure requirements of public corporations and in accordance with the Municipalities MFIPPA obligations, in Canada and/or the USA, as applicable, and any such disclosure shall not require the prior written consent of the other Party."

Legal Customer Name: The Corporation Of The City Of Sault Ste Marie

Signature _____

Print Name _____

Mayor - Christian Provenzano

Title _____

Date _____

Signature _____

Print Name _____

City Clerk - Malcolm White

Title _____

Date _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-149

AGREEMENT: (C3.65) A by-law to authorize the execution of the Agreement between the City and Via Mobility LLC for the provision of an On-Demand Transit Technology System as required by the Transit Division of Community Development and Enterprise Services.

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 July 15, 2019 between the City and Via Mobility LLC, a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of an On-Demand Transit Technology System as required by the Transit Division of Community Development and Enterprise Services.

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 15th day of July, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

SAULT STE MARIE DEPLOYMENT SERVICE ORDER¹

1. Purpose; Scope

By this service order (the “**Order**”), Via Mobility LLC, a Delaware company with its principal office located at 95 Morton Street, Floor 3, New York, New York 10014 (“**Via**”), and The City of Sault Ste. Marie (“**Customer**”) agree to collaborate towards the operation by Customer of a deployment (the “**Deployment**”) in a geographic area in Sault Ste. Marie, Canada for approximately 12 months following launch thereof.

For purposes of the Deployment, Via will provide (in accordance with and subject to the Terms):

- (a) The use of the standard Via Solution, comprised of:
 - Via’s fully localized dynamic vehicle routing and real-time passenger aggregation system
 - Downloadable co-branded rider iOS and Android apps. The app will be co-branded as “Powered by Via” in a prominently displayed banner headlined by the Customer name/logo
 - iOS or Android driver apps
 - Backend administration tools
 - Ongoing technical, operational, and marketing support, as specified below
 - Analytics tools and reporting, as specified below

- (b) The following Support Services:

- i. Installation Services until up to four weeks after launch of the Deployment:

Installation Services	Description
Localization for new city	Optimize dynamic vehicle routing and real-time passenger aggregation algorithm; configure backend (billing, payment, and database); build detailed map; input traffic model; define service zone, including pickup and drop-off points; update monitoring tools; update rider and/driver apps
Testing and quality assurance	Remote and on-the-ground testing of all Via systems before launch
Assist with development of launch model	Help Customer to build a launch plan and customer acquisition strategy
Train local personnel and oversee launch	Instruction for drivers, dispatchers, and managers on Via’s best practices; onsite and remote launch support

- ii. Ongoing Services following the fourth week after launch of the Deployment, which are included in the Fees up to the amounts set forth below:

¹ All capitalized terms used but not defined herein shall have the meaning set forth in the terms and conditions set forth at <https://ridewithvia.com/platform-terms-of-service/>, which govern this service order (the “**Terms**”).

Ongoing Services	Description	Amount
Operational Support and System Adjustments	<ul style="list-style-type: none"> Virtual bus stop architecture and map maintenance: quality assurance and update of optimal pickup points Fleet optimization and essential service adjustments: adjustments to dynamic and predictive routing algorithm 	Up to 10 hours/month
Expert Consulting Services	<ul style="list-style-type: none"> Marketing and growth: Including help setting up complex promotions, review and assistance for third-party marketing tools included in Via's marketing tech stack, as applicable Operations: Including supply optimization analysis, payment & fraud investigation, and business case/unit economics analysis Service expansion: Including feasibility analysis for expansions in service or additional on-demand projects 	Up to 5 hours/month
Data Sharing	As set forth in Appendix 1	N/A
Automatic product upgrades	Receive regular software updates	N/A
Cloud hosting and third-party tools	Amazon Web Services, Twilio, analytics and communications software tools (excluding third party payment processor)	N/A
Tech Support and Maintenance**	Dedicated customer success Via point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance both during and outside of the normal hours set forth above.	No maximum

Via will use commercially reasonable efforts to notify Customer if Customer is within 1 hour of exceeding capped hourly limit on Product Maintenance and/or Consulting Services.

** At the start of the project, Via will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. If the request is for an additional feature, it will be subject to the "additional features" costs and timeline as set forth below.

- iii. If applicable, the following Additional Services in accordance with the Terms for the following additional Fees:

Additional Services	Description	Rate
Additional Features; Zone Changes	Add access to powerful features, including a web-based booking portal, corporate account management dashboards, linkage to fixed route bus and train lines, and integration into third party travel planners and payment providers Changes or expansions to the Deployment zone, or additional zone locations	Per feature access fees available upon request; \$200/hour (total localization effort to be estimated in scope of work prior to start of project)
Operational Support and System Adjustments	Additional support beyond the 10 hours/month capped rate specified above	\$165/person/hour
Expert Consulting Services	Additional support beyond the 5 hours/month capped rate specified above	\$200/person/hour

In accordance with the Terms, all fees set forth herein are exclusive of any applicable taxes, and are payable within thirty (30) days of receipt of invoice. All fees are shown in US dollars.

Customer will operate and manage the Deployment as set forth in the Terms, cooperate with Via in all respects and support Via's team by providing any useful local insights. Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries, in order to meet mutually agreed upon deadlines.

2. Duration

The duration of the Deployment shall last until the last day of the calendar month during which a period of 12 months following launch expires (the "**Initial Term**"), , subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

3. Fees

Customer shall pay to Via the following Fees:

Fee Category	Amount	Invoicing Terms
Installation Fee	\$16,000	
• First installment	50% (\$8,000)	Payable upon signing of this Order
• Second installment	50% (\$8,000)	Payable upon launch of the Deployment
Vehicle hour fees	\$5 per vehicle hour	
• Per-Vehicle hour fees	<ul style="list-style-type: none"> • Minimum of 8 vehicles, each vehicle operating for a minimum 20 hours per calendar month for 12 months (\$100 per vehicle per month x 8 vehicles x 12 months = \$9,600 per year minimum) • Maximum 120 hours per vehicle per calendar month (i.e. a cap of \$600 per vehicle per month) 	Invoiced monthly by Via
Total for 12 months	\$25,600 + HST (minimum excluding additional vehicle hours, fees for any Additional Services)	

For the avoidance of doubt, (i) the number of rides for purposes of the above fees shall be the number of riders for whom a ride is booked in the Via Solution, (ii) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution on any given day over the course of the applicable calendar month and (iii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be pro-rated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

The above fees do not include any fees owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

4. Branding

The Deployment will be branded as 'SSM On-Demand' powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

5. Marketing and Communications Planning and Execution

Customer will maintain a high level of communication across its own Marketing and Communications/Public Relations teams, and the corresponding Via teams.

Customer and Via will work together in good faith on press announcements relating to the Deployment. This will include a joint press release to be reviewed and approved by both parties in advance of launch and/or service announcements. In the event it receives any inbound press reach out relating to the Deployment, Customer will notify Via if it has spoken to or will be

speaking to media. The Partner will direct any questions specifically about Via or the Via Solution directly to the Via Press Office.

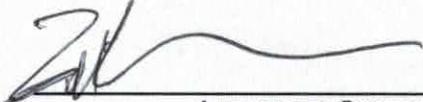
Customer shall work collaborate with Via in good faith toward the creation by Via of case study relating to the Deployment, including by providing relevant information and quotes from relevant personnel.

6. Terms and Conditions

This order shall be governed by the terms and conditions set forth at <https://ridewithvia.com/platform-terms-of-service/>.

7. Relationship Managers

- Via: Valentina Titiu; additional Expansion Team members designated by Via (the "Via Manager")
- Customer: [The Corporation of the City of Sault Ste. Marie] (the "Customer Manager")

<p>VIA: VIA MOBILITY LLC</p>  <p>AUTHORIZED SIGNATURE</p> <p>Zachary Wasserman</p> <p>PRINTED NAME</p> <p>Manager, Via Mobility, LLC</p> <p>TITLE</p> <p>07/10/2019</p> <p>DATE SIGNED</p>	<p>CUSTOMER: [The Corporation of the City of Sault Ste. Marie]</p> <p>AUTHORIZED SIGNATURE</p> <p>CHRISTIAN PROENVANO</p> <p>MAYOR</p> <p>DATE SIGNED</p> <p>AUTHORIZED SIGNATURE</p> <p>MALCOLM WHITE</p> <p>CITY CLERK</p> <p>DATE SIGNED</p>
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Appendix 1 to Service Order

Data Sharing

Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Deployment data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

Exhibit 1.

Core Team	
Title	Name
Manager Transit & Parking Area Coordinator Transit & Parking Training Supervisor	Nicole Maione Brad Miller Christian Frost

Data Sharing Plan - Appendix

As part of the Deployment, Via will make below data available to members of the Customer's Core Team, for the purpose of research and program evaluation. The data to be shared will be uploaded to a Tableau server and protected by Via's VPN. Each of the individuals listed as members of the Core Team will be provided their own VPN credentials and team credentials for access to Tableau. Access to the Tableau server will be available through the VPN only and might require appropriate software to connect. Underlying data may not be shared through any other method. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms.

To protect Via's intellectual property and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated Tableau reports that will be provided for Customer's access. These reports will be refreshed daily. The reports are aggregated, deidentified and do not include any personal information of Riders.

Section A: STANDARD REPORTING SET		
Dashboard	Data Point	Level of Detail
Rides Data <i>Key data for each completed ride</i>	rider ID	completed ride; FUNC-SHA1 hashed
	request origin lat/long	completed ride; truncated to 3rd decimal place
	pickup date + time	completed ride; truncated to minute
	request destination lat/long	completed ride; truncated to 3rd decimal place
	dropoff date + time	completed ride; truncated to minute

	number of riders	completed ride
	ride distance (miles)	completed ride
	ride duration (minutes)	completed ride
	fare paid	completed ride
	WAV	completed ride
Mileage and Sharing <i>Aggregate vehicle mileage & sharing data by week</i>	service time (hours)	week
	revenue time (hours)	week
	service distance (miles)	week
	revenue distance (miles)	week
	% of shared bookings	week
	bookings / loop	week
Quality of Service Trends <i>Summary of rides and quality of service</i>	completed rides	week
	avg. ride distance (miles)	week
	avg. ride duration (minutes)	week
	utilization	week
	active drivers	week
	driver hours	week
	ETA	week
	on-time pickup %	week
	completed ride %	week

	pickup request locations (by polygon)	week
	droppoff request locations (by polygon)	week
	top 5 pickup request intersections	week
	top 5 dropoff request intersections	week

In addition to the above data, Via provides the following dashboards as part of its SaaS offering to support Customer's operation of the Deployment:

Section B: STANDARD SAAS REPORTING SET		
Dashboard	Data	Level of Detail
City Operations Dashboard <i>Detailed ride and quality of service statistics per day and hour</i>	completed rides	day; hour
	cancelled rides	day; hour
	admin cancelled rides	day; hour
	no-showed rides	day; hour
	reassigned rides	day; hour
	utilization	day; hour
	aggregation	day; hour
	unsessionized FTTG	day; hour
	bookings by pax count	day
	% late / % very late	day
	ride duration	day
	ETA	day; hour
	ETA error	day; hour
	city vs. airport rides	day; hour
	requests	day; hour

	unsessionized unmet demand	day; hour
	sessionized unmet demand	day
	unique riders	day
	acceptance rate	day
	shifts	day
	unique drivers	day; hour
	supply hours	day
	"seat gones"	day
	avg. pickup walking distance	day
	rides w/pickup walking distance > 200m	day
	avg. dropoff walking distance	day
	rides w/dropoff walking distance > 200m	day
	rider app failures	day
	feedback rate	day
	rides with feedback	day
	unique riders with feedback	day
	rating stars distribution	day
	# of ratings by label	day
	payments by type	day
	rider signups	day
	avg. terminal wait time	day
	offroutes / ride hour	day

	drivers by app version	day
	driver signups	day
Driver Report <i>Ride-level data for driver monitoring</i>	rides	driver
	completed rides	driver
	completion %	driver
	ETA	driver
	actual duration	driver
	ETA error	driver
	offroute/hour	driver
	ride status	ride
	ride ID	ride
	accepted time	ride
	pickup ETA time	ride
	pickup time	ride
	dropoff time	ride
	offroute	ride
	planned duration	ride
	actual duration	ride
Locations Dashboard <i>Pickup/drop-off; app launch heat maps</i>	Pickup/drop-off request locations	Truncated to 3rd decimal place; categorized by request status
	Pickup/drop-off request locations	Truncated to 3rd decimal place; categorized by request status

Whitelist Point Dashboard <i>Whitelist point KPI's for monitoring and highlight poor QoS</i>	WLP "Score"	WLP; hour; day
	no-show rate	WLP; hour; day
	cancel rate	WLP; hour; day
	ETA error	WLP; hour; day
	wait time	WLP; hour; day
	rides	WLP; previous week
Cumulative Passenger Count <i>Cumulative riders by hour, today vs. previous days</i>	cumulative riders	hour; day; total

Appendix 2 to Service Order
(Specialty Clauses – Municipal Customer)

The provisions in Appendix 2 shall have effect over any and all conflicting paragraphs found within this Service Order, Appendix A to this Service Order, the Terms of Service, effective June 1, 2018, attached hereto as Appendix 3, the combination of with from the entirety of the agreement between the parties:

Terms of Service:

The following referenced paragraphs for the aforesaid Terms of Service are not applicable to this Order and are hereby repealed:

Paragraph 7 – Confidentiality

Paragraph 9 – Indemnification and Related Obligations

Paragraph 10 – Warranties; Limitation of Liability; Insurance – Sections: c. Limits on and Exclusions from Liability, d. Data breach Costs, and e. Insurance.

Paragraph 12 – Assignment

Paragraph 14 – Dispute Resolution; Governing Law.

Paragraph 15 – Miscellaneous.

1. Governing Laws:

Governing law shall be New York, New York, USA. VIA acknowledges and agrees to adhere to all applicable legislative requirement imposed upon it by any Ontario law and law of Canada in relation to privacy and personal information by reason of this Order.

2. Capacity

VIA represents and warrants that it has obtained or will obtain all applicable governmental approvals, authorizations, or licenses necessary to enter into this Agreement. VIA further represents and warrants its signatory is duly authorized to bind VIA to the terms herein.

3. Confidentiality

A. VIA and CUSTOMER agree to treat this Agreement and all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the “Confidential Information”) in accordance with the provisions of this section and to take, or abstain from taking, all actions set forth herein. Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

- i. Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party’s employees, agents, and/or professionals to any third party other than as permitted under this Agreement;
- ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the “Purpose”);
- iii. Disclose the Confidential Information only to such of the receiving party’s employees, agents, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose;
- iv. Cause each employee, agent, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement; and

- v. Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.

B. Nothing in this Agreement will prevent the receiving party from disclosing or using Confidential Information to the extent that:

- i. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving party;
- ii. It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;
- iii. It was independently developed by the receiving party without use of the Confidential Information; or
- iv. It is required by law to be disclosed, provided that the receiving party provides to the disclosing party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

For the avoidance of doubt, none of the requirements of this Section shall prohibit CUSTOMER from disclosing Confidential Information to the extent that such information is required to be disclosed pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to CUSTOMER, including but not limited to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 ("MFIPPA").

4. Indemnity

a. Indemnification by CUSTOMER

CUSTOMER agrees that it shall at all times promptly indemnify and hold VIA safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages, losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by VIA for, arising from or in any way connected with a breach by CUSTOMER of this Agreement.

b. Indemnification by VIA

VIA shall at all times promptly indemnify and hold CUSTOMER safe and harmless from and against any and all other actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages, losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by CUSTOMER for, arising from or directly connected with a breach by VIA of this Agreement.

c. Indemnification of Third Party Claims - CUSTOMER

CUSTOMER agrees that it shall at all times promptly indemnify and hold VIA safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages, losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by VIA for, arising from or in any way connected with CUSTOMER's use of VIA's products or breach of this Agreement.

d. Indemnification of Third Party Claims – VIA

VIA agrees that it shall at all times promptly indemnify and hold CUSTOMER safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims, demands, suits, damages, losses, injuries, expenses (including, without limitation, legal fees on a solicitor and own client basis) or otherwise which may be brought against or suffered by CUSTOMER for, arising from or directly connected with a breach by VIA of this Agreement.

5. Insurance

VIA agrees:

- a That the property, assets, undertakings, activities and liability of VIA are insured against risks, loss and/or damages under a policy of insurance (the "Policy") with insurers who are satisfactory to the CUSTOMER in amounts, for risks and otherwise on terms which are reasonable in relation to such assets and activities of VIA and as is prudent having regard to the business conducted by VIA
- b That the General Liability Insurance Policy will, at a minimum, carry per occurrence limits of not less than two million dollars (\$2,000,000.00) per occurrence.
- c That the Cyber Liability Insurance Policy will, at a minimum, carry per occurrence limits of not less than five million dollars (\$5,000,000.00).
- d That CUSTOMER is named as an additional insured under the general liability insurance provisions of the Policy with respect to liability arising from or out of the operations of VIA.
- e That the Policy shall apply as primary insurance and contain an undertaking by the insurers to notify CUSTOMER in writing not less than thirty (30) days prior to any material change, cancellation or termination and that VIA itself will notify CUSTOMER within 48 hours of receipt of notification by insurers of any cancellation or termination of the Policy.
- f That certificates of insurance, together with copies of the coverage sheet, policy and any amending endorsements, in a form acceptable to CUSTOMER, will be delivered to CUSTOMER and VIA upon execution of this Agreement, and upon every renewal of the Policy for so long as this Agreement remains in effect.
- g That there has been no default or failure by the party or parties insured under the provisions of such Policy which would prevent the recovery by the Party or Parties insured there under of the full amount of any insured loss.

Customer agrees:

- a To carry adequate insurance coverage.

6. Assignment

This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither VIA nor CUSTOMER may assign any rights, interests, or obligations hereunder without prior written consent of the other party, provided, however, that VIA may, with such written consent, assign this agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement. Any purported assignment in violation of this section shall be void and of no effect.

7. Amendments

The parties may not amend or modify this Agreement except by a written instrument signed by an authorized signatory of each party.

8. Currency

Unless otherwise specified in the Agreement, all fees and other monetary amounts are in Canadian Dollars.

9. Independent Contractor

VIA is an independent contractor and not an agent or employee of CUSTOMER. No agency, partnership, franchise, joint venture, or employment relationship exists between VIA and CUSTOMER. VIA's employees and agents will not be employees or agents of CUSTOMER. VIA shall be fully and solely responsible for the supervision, control, performance, compensation, benefits (including, without limitation, all forms of insurance) withholdings, health and safety of all of its employees and agents. CUSTOMER will not be responsible or liable for any withholding taxes or contributions to state worker's compensation, unemployment or other funds or programs.

10. Limitation of Liability

IN NO EVENT WILL EITHER VIA OR CUSTOMER OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO THE OTHER PARTY FOR AN AMOUNT GREATER THAN THE LIMITS OF ANY AVAILABLE INSURANCE COVERAGE TO EITHER VIA OR CUSTOMER. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Notices

All notices, consents, and communications required hereunder shall be given in writing and delivered via electronic mail or mail, shall be deemed to be given upon receipt thereof, and shall be sent to the address below:

If to VIA:

Valentina Titijn
95 Morton Street, Floor 3
New York, NY 10014
valentina@ridewithvia.com
312-813-8976

If to CUSTOMER:

Frank Coccimilio
Manager of IT
Information Technology – Clerks Department
99 Foster Drive, Sault Ste. Marie ON
f.coccimiglio@cityssm.on.ca
705-759-5303

12. Notice of information breach

VIA acknowledges that the CUSTOMER is a municipality in the Province of Ontario agrees to comply with MFFIPA and The Personal Information Protection and Electronic Documents Act (S.C 200, c.5), as amended, as applicable. To the extent no such law applies to a Security Breach, VIA will notify CUSTOMER of a security breach, following the discovery or notification of such Security Breach, in the most expedient time possible under the circumstances, without unreasonable delay, and after taking any measures necessary to determine the scope of the Security Breach and restore the reasonable integrity of the system. VIA will send any applicable notifications regarding a Security Breach to the notification email address at the contact information provided in section 11 of this Appendix. For purpose of this Section, "Security Breach" means an unauthorized disclosure by VIA of Customer Data to any unauthorized person or entity as defined in the Terms of Service, Appendix 3 hereto.

Appendix 3

[Cities](#) [Drive](#) [News](#) [Gift Cards](#)[Platform](#) [Careers](#) [Support](#)

Via Solution Terms of Service



Via Solution Terms of Service

Effective as of June 1, 2018

This Via Solution Terms of Service (the “**Agreement**”) is entered into between Via Mobility LLC or the applicable affiliate of Via identified in a Service Order entered into by the parties (“**Via**”) and the entity or person placing an order (“**Customer**”) for accessing Via’s proprietary technology platform and certain related systems and methods used to establish, monitor, operate and/or manage on-demand transit networks (the “**Via Solution**”) and accompanying technical and operational support services and regular updates (together with access to the Via Solution, the “**Services**”).

The “Effective Date” of this Agreement is the date which is the earlier of (a) Customer’s initial access to the Services or (b)the effective date of any Order.

1. Agreement

This Agreement consists of the terms and conditions set forth below and any Via ordering documents, purchase orders, order descriptions or other order confirmations (“**Orders**”) If you are accessing or using the Services on behalf of your company, you represent that you are authorized to accept this agreement on behalf of your company and all references to “Customer” reference your company.

2. Definitions

- a. “**Applicable Law**” means (i) any statute, statutory instrument or any other legislative instrument having the force of law; and (ii) any applicable judgment of a relevant court of law which is a binding precedent, in each case in force at any time during the Term.
- b. “**Affiliate**” means, with respect to any specified entity, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the entity specified.
- c. “**Confidential Information**” means information, data or materials in either tangible or intangible form that are trade secrets of, or proprietary and confidential to the Disclosing Party or its clients or business partners, including as may be so designated by statute, regulation or common law including by the form of the Uniform Trade Secrets Act and privacy laws adopted under applicable law, or which are marked as “Confidential” or which, by their nature and the context of their disclosure, should reasonably be known to be confidential.
- d. “**Customer Data**” means all data that is input by or on behalf of Customer and/or Rider into the Via Solutions. Portions of the Customer Data may include personally identifiable information. For avoidance doubt, Customer Data excludes the Via Solution itself and Via’s related intellectual property rights and Confidential Information and all derivative works and improvements to each of them. Customer Data also excludes de-identified, anonymized and/or aggregated data generated from the use of the Via Solution or created by Via.

e. “**Transportation Laws**” means any applicable law to which operators and owners of vehicles, employer of vehicle operators, and transportation service providers are required to adhere.

3. The Via Solution

a. **Description.** The Via Solution is comprised of the driver and rider software applications (each, an “Application”) and certain system management tools and may also include certain additional software, data, data feeds, or other content owned by and licensed from third parties (the “**Third Party Content**”). While all the Applications are cloud-based, certain of them are deployed via download to handheld mobile devices used by Riders or drivers, while others are installed on devices field-deployed by Customer to personnel and vehicles (all three types of such devices collectively, the “**Devices**”).

b. **Use Rights.** Subject to the terms and conditions herein, Via will provide the Services, as defined herein. The Services will include all related services, functions or responsibilities not specifically described in this Agreement, but that are required or reasonably necessary for the proper performance of the Via Solution in connection with a public or private transportation network (the “**Customer Transportation Service**”) Customer operates, for the benefit of prospective and actual riders (collectively, “**Riders**”), using vehicles, equipment and services (including telecommunications and/or dispatch equipment and services), personnel, routes and other infrastructure it owns or otherwise controls (the “**Customer Infrastructure**”). Via will grant Customer subscription, access, and use rights (“**Use Rights**”) for the specific Applications and deployment types identified in each applicable Order. The Order will further contain terms specifying whether Customer may co-brand the manner in which the Application is displayed on Devices.

c. **Third Party Content.** Certain Third Party Content may already be integrated with the Applications and delivered as part of the overall Via Solution. Where this is the case, Via has been authorized to resell, distribute, or otherwise provide its customers with such integrated Third Party Content. If additional Third Party Content is optionally available for the Via Solution, such as certain information technology solutions or management tools and software, Via will identify it for Customer and Customer will be responsible for obtaining and paying for Customer’s own rights from the applicable third party licensor.

d. Suspension Rights. Via may suspend Customer's or any end user's right to access or use the Via Solution if: (i) Via determines, in its reasonable discretion, that an end user of the Customer Transportation Service: (x) poses a systemic security risk to or may materially harm the Via Solution, Services, or any third party; or (y) may materially adversely impact the services, systems, or content of any other Via customer; (ii) Via's rights with respect to any Third Party Content necessary for the operation of the Service are terminated or suspended for any reason; or (iii) Via is otherwise required by applicable law or regulation to do so. In the event of a suspension, Via will, where not prohibited by Applicable Law and reasonable under the circumstances, provide Customer with prior written notice of the reason for any such suspension of the Services and an opportunity to take steps to avoid any such suspension. Via will only suspend access to the minimum necessary portion of the affected Services for as long as reasonably necessary to address the issues giving rise to the suspension. If Via's rights to any Third Party Content necessary for the operation of the Service are suspended or terminated under Section 3(d)(ii), then Via will use commercially reasonable efforts to replace such Third Party Content with reasonably equivalent content in order to restore the Service as quickly as possible.

4. Intellectual Property Rights

a. The Via Solution. As between Customer and Via hereunder, all intellectual property rights of any type in and to the Via **Solution** and all of their derivative works and improvements are owned by, and are proprietary to Via. Except for the Use Rights granted herein (a) no right, title or interest in or to the Via Solution or any portion thereof is or shall be granted or transferred to Customer under this Agreement, whether by license or otherwise; and (b) Customer acknowledges and agrees that it shall have no right to use, reproduce, distribute, sublicense, modify or otherwise provide to third parties, the Via Solution, in whole or in part, except as explicitly granted herein. The Customer shall not directly or indirectly disassemble, decrypt, scan, decompile or otherwise reverse engineer in any manner any components or elements of the Via Solution or assist a third-party to do so. In the event that Via provides Customer with any hard-copy or electronic copies of materials containing Via's Confidential Information, including information pertaining to the Via Solution and its operation, and Customer retains copies of such materials in accordance with its general procurement rules following the termination of this Agreement, Customer acknowledges that all intellectual property rights relating to the Via Solution and all of their derivative works and improvements remain the sole property of Via.

b. Customer Data. As between Customer and Via, all intellectual property rights in and to Customer Data are co-owned by Customer and Via. For the avoidance of doubt, Via may, and is hereby granted the right to, access, modify, and use the Customer Data, including for purposes of performing Via's obligations under this Agreement and/or to improve its product and services offerings, including the Services. To the extent Customer Data includes Rider information which is or may be deemed to be personally identifiable information or otherwise subject to special privacy or security protection at law or by regulation, as between Customer and Via hereunder, Customer is solely responsible for obtaining Riders' consent to the collection and use of such information, including its onward transfer, in the manner required for Via and its agents to perform hereunder. Customer shall be solely responsible for displaying a privacy policy to Riders and ensuring it contains terms that are both compliant with applicable law, and sufficient to permit Via and its agents to lawfully perform hereunder. Customer may not use Customer Data or any other data generated from the Service to reverse engineer the Via Solution or Via's algorithms or share such data with Via's competitors, in violation of its confidentiality obligations under Section 7.

c. Rights to Marks. As between the parties hereunder, each party is and shall continue to be the exclusive owner of all intellectual property rights in and to their respective any word, name, symbol, logo, font, or device or any combination thereof, used to identify and distinguish goods or services from such party's source, including trademarks (both registered and unregistered), domain names and trade dress (collectively, "Marks") To the extent the parties have agreed that one party requires the use of the other party's Marks in connection with performance under an Order, including for the development of a co-branded version of an Application interface, such Order shall be deemed to contain a grant of license to such party's Marks sufficient to allow full performance under such Order. In addition, Via shall have the right to use Customer's Marks in accordance with Section 15. In the event that Customer uses Via's Marks in a way that causes material reputational harm to Via's brand, Via reserves the right to withdraw Customer's use of the Via Marks from the Customer Transportation Service.

d. Independent Activities. The Customer acknowledges that Via is in the business of performing services similar to the Services for third parties and operating an on-demand transit service as its core business and that, subject to its confidentiality obligations hereunder, nothing herein prevents Via from continuing to engage in the performance of such services and related independent activities.

e. Further Assurances. To the extent any intellectual property rights in or to the Via Solution vest in Customer, Customer hereby assigns to Via all such intellectual property rights and shall, at Via's cost and expense, execute, acknowledge and deliver to Via such documents and shall take such actions as may reasonably be requested by Via to effect such assignment. To the extent any intellectual property rights in or to the Customer Data vests solely in Via, Via hereby assigns to Customer a right of co-ownership in and to all such Customer Data and shall, at Customer's cost and expense, execute, acknowledge and deliver to Customer such documents and shall take such actions as may reasonably be requested by Customer to effect such assignment. Customer and each of Customer's personnel hereby waives, and agrees not to assert, moral rights including the right of attribution and authorship or limitation on subsequent modification, that they may have in the Via Solution or Services or any derivative works and improvement thereto.

5. Fees.

a. The fees for Use Rights and/or Services purchased (the “**Fees**”) together with the schedule of payments and any additional payment information are listed in each applicable Order. Unless otherwise stated in the Order, all Fees will be payable by Customer within thirty (30) days of receipt of invoice. Customer’s obligation to pay under any one Order is not contingent on Customer entering into, or Via performing under, any other Order now or in the future. Fees do not include applicable taxes (including sales, use, value-added, or excise taxes) or government charges all of which are payable by Customer (excluding taxes on Via’s income), nor do they include expenses Via may incur for Customer’s direct benefit, which will be incurred in accordance with Customer’s applicable expense-reimbursement policies, if so requested. Sales or value-added taxes or similar governmental charges associated with the provision of any Use Rights and/or Services (excluding taxes on Via’s income) will be separately stated on the relevant invoice and shall be paid by Customer in accordance with this Section 4. If Via does not receive timely payment, Via may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend Via’s performance and seek cost of collection, including reasonable attorneys’ fees. If Customer disputes invoiced amounts, Customer must submit disputes to Via in writing within ten (10) business days of the date the invoice originally was due, otherwise it will be final and non-refundable.

6. Term; Termination.

- a. **Term.** This Agreement is in effect for the time period set forth in the Order, unless earlier terminated as set forth herein (the “**Term**”).
- b. **Termination.** If an obligation under this Agreement or an Order is materially breached, the non-breaching party may provide written notice specifying the nature of the breach and the breaching party will have thirty (30) days from receipt of notice to cure. If not so cured, the non-breaching party may terminate the applicable Order or Orders affected by the breach by providing a second written notice of immediate termination. In addition, all Orders, including all Use Rights and/or Services under them, shall terminate automatically and immediately upon either party’s insolvency or any attempt by either party to obtain protection from creditors or wind down operations, unless otherwise agreed by the opposing party in a written notice. If an Order is terminated by either party or expires pursuant to its terms, then Customer must pay any outstanding amounts due to Via, and all copies and embodiments of Via’s Confidential Information (including the Applications) must be returned. Unless an Agreement is terminated by Customer under this Section 6 as a result of Via’s uncured material breach, no expiration or termination of this Agreement will affect Customer’s obligation to pay for Via’s non-cancelable obligations to third parties on behalf of or benefitting Customer, including fees in respect of Third Party Content, all of which will remain due and payable by Customer in accordance with the terms of the applicable Order. The notification by either party of its intent to terminate this Agreement and/or any Orders does not relieve either party of any obligations that have accrued on or before the date on which termination becomes effective.

7. Confidentiality.

- a. **Non-Disclosure Obligations.** Confidential Information may be provided or disclosed by one party (the “**Disclosing Party**”) orally, in writing or in graphical, machine-readable or other form to the other party (the “**Receiving Party**”). The Receiving Party shall hold the Confidential Information in confidence and shall not make any use or disclosure of the Confidential Information to any individual or entity during the Term and thereafter without the express written consent of the Disclosing Party in each instance, except to the extent that those of the Receiving Party’s employees, service providers, legal and financial advisors, and individual independent contractors who are bound to substantially similar obligations of confidentiality as set forth herein and have a need to know the Confidential Information so disclosed. The Receiving Party shall handle all Confidential Information received with the same degree of care as it uses to maintain the confidentiality of its own confidential information, which shall in no event be less than reasonable

care. As between the parties, all Confidential Information shall remain the sole and exclusive property of the Disclosing Party and other than the licenses expressly granted in this Agreement or another agreement between the parties, no disclosure or permitted use of the Confidential Information under this Agreement shall be construed as the grant of any right, title or interest, by license or otherwise, in or to the Confidential Information. The remedy at law for breach or threatened breach of this Section 7(a) shall be inadequate, and in addition to any other remedy available, the non-breaching party shall be entitled to seek injunctive relief. In the event that Customer receives a request for Via's Confidential Information, including this Agreement and the terms and conditions contained herein, under the Freedom of Information Act ("FOIA") or its state or local analogs, Customer agrees to provide Via timely notice of such a request and to assist Via in seeking to protect its Confidential Information under any applicable exemption for trade secrets, to the extent possible under Applicable Law.

b. Exclusions. The Receiving Party shall have no obligation under Section 7(a) with respect to any Confidential Information disclosed to it which: (i) the Receiving Party can demonstrate was already known to it at the time of its receipt hereunder; (ii) is or becomes generally available to the public other than by means of breach of these Terms and Conditions or any other agreement any party may have with the Disclosing Party; (iii) is independently obtained from a third party (other than any authorized recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality and does not require further restrictions on such disclosure; or (iv) is independently developed by or on behalf of the Receiving Party without use of, reference to or reliance on any Confidential Information of the Disclosing Party, and such independent development can be reasonably evidenced by the Receiving Party. In addition, the Receiving Party may make disclosure of Confidential Information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by, and practicable under, the circumstances, the Receiving Party shall provide to Disclosing Party prior written notice of the intended disclosure to enable the Disclosing Party the reasonable opportunity to contest or limit such disclosure or, if prior written notice is not permitted or practicable under the circumstances, prompt notice of such disclosure.

8. Data Security.

a. Data Security. The Via security program (the "Security Program") includes Via's use of: (a) industry-standard password protections, firewalls, and anti-spyware and malware protections to protect Customer Data; (b) access controls that restrict access to Customer Data on a "need-to

know/access” basis; and (c) encryption, using industry-standard encryption tools when Customer Data is in transit over Via’s own networks. Via shall (a) not delete or remove any proprietary notices or other notices contained within or relating to Customer Data, (b) not alter, store, copy, disclose or use Customer Data, except as necessary for the provision by Via of the Services under this Agreement or as otherwise expressly authorised by this Agreement, (c) preserve, so far as possible, the integrity of Customer Data and prevent any loss, disclosure, theft, manipulation or interception of Customer Data, (d) make secure back-up copies of Customer Data on such regular basis as is reasonable for the particular data concerned as instructed by Customer, and (e) promptly notify Customer if any of Customer Data is lost, becomes corrupted, is damaged or is deleted accidentally. To the extent Customer Data contains personally identifiable information, Via will comply with its obligations under applicable privacy laws. Via delivers the Services from an industry leading platform provided by Amazon Web Services, Inc., or “AWS.” Via will consider using AWS servers in Customer’s jurisdiction or a similar jurisdiction, if possible and if necessary or desirable for purposes of complying with applicable laws. AWS is responsible for protecting its own infrastructure from which the Via Solution is made available. As such, Via’s Security Program applies only to the Applications themselves and those specific portions of the Services delivered from non-AWS facilities and infrastructure Via owns or controls. AWS does not permit Via, or any of its direct or down-stream customers, to visit the AWS data centers or offices but does provide several reports from third-party auditors who have verified their compliance with a variety of computer security standards and regulations all as detailed on the AWS compliance page located at <https://aws.amazon.com/compliance/>. Via passes through the benefits of AWS’s security and compliance. Consequently, wherever an Order references facilities, equipment, or software that are the obligation of Via, those references relate only to Via’s own facilities, equipment, and software, not those provided by AWS.

b. Specific Customer Obligations. Customer acknowledges that the back-end tools and data reporting platforms that are included within the Services include trade secrets and other Confidential Information of Via. Customer shall cause all individuals who receive log-in credentials from Via to such tools and platforms to keep such credentials confidential and not to share them with anyone else within Customer’s organization. Customer shall put in place information barriers and firewalls to ensure that, pursuant to its obligations under Section 7, Via’s Confidential Information is not shared with any employees other than those who have a need to know such information, or with any Affiliates of Customers, or with any competitors of Via.

9. Indemnification and Related Obligations.

a. Via will indemnify, defend and hold Customer harmless from amounts Customer owes to third parties as the result of either a ruling by a court of competent jurisdiction or a reasonable settlement entered into by Via that holds that the Via Solution provided to Customer under an Order or any component part thereof infringes or violates a third party's intellectual property rights, other than in respect of patent infringements asserted by non-practicing entities or their affiliates. If the Applications are found to be infringing, or if at any time Via reasonably believes that the Via Solution may be subject to a claim of infringement, then Via may choose to: (a) modify the applicable portions of the Via Solution to be non-infringing; (b) obtain a license for Customer to continue using the infringing portions of the Via Solution; or (c) if neither of the foregoing is commercially practicable, terminate the applicable Order including any Use Rights and refund a pro-rata portion of any pre-paid fees Customer paid for the Via Solution. Via's indemnity obligations shall not apply to: (i) Customer's use of the Via Solution outside the scope of the Use Rights and/or their documentation; (ii) infringement arising from Customer Data and all Third Party Content directly licensed by Customer or any other materials not provided by Via; (iii) any infringement not reported by Customer in accordance with this Agreement (but only to the extent Via is actually prejudiced by Customer's delay or failure to report); or (iv) any modifications to the Via Solution made by any party (other than Via or Via's subcontractors or by Customer acting at Via's express direction). This Section 7 sets forth Customer's only remedy and Via's only liability with respect to infringement or other violations of intellectual property rights.

b. The Customer will indemnify, defend and hold Via harmless from all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("Losses") arising out of or relating to any third party claim regarding Customer's use of the Via Solution, other than third-party claims regarding alleged infringement by the Via Solution of such third party's intellectual property rights. The Customer's indemnity obligations shall not apply to claims resulting from Via's gross negligence or willful misconduct.

10. Warranties; Limitation of Liability; Insurance

a. **Warranties.** Via warrants that: (i) from the Effective Date until the expiry or termination of this Agreement, the Services will comply in all material respects with this Agreement and with the relevant Order; (b) the Services will be carried out in a competent and professional manner; (c) it has, and shall continue to have, all rights, consents and authorisations necessary to enable it to

perform the Services in accordance with the provisions of this Agreement; (d) it has not included or used any open-source software in the Via Solution which would prevent the Customer from exercising the Use Rights over the Via Solution as contemplated by this Agreement or in any Order; (e) the Via Solution is free from any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, in each case that would substantially impair its operation; and (f) to Via's knowledge, there are currently no actions, suits or proceedings or regulatory investigations alleging the infringement of third-party intellectual property rights by Via pending before any court or administrative body or arbitration tribunal that might adversely affect the ability of Via to meet and carry out its obligations under this Agreement. In the event the Services fail to perform as warranted in this Section 10(a), Via shall use commercially reasonable to promptly correct any such failure of the Services.

b. Disclaimers. WITHOUT PREJUDICE TO SECTION 10(a) AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT); AND (b) VIA DOES NOT WARRANT THAT THE VIA SOLUTION MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, OR IS ERROR FREE.

Notwithstanding anything to the contrary express or implied in this Section 10, Section 9 or elsewhere in this Agreement, Via shall have no liability to Customer or any Rider (including no duty to defend, indemnify or hold Customer harmless) for any Transport Incident where "**Transport Incident**" means any accident, incident or other situation involving any Rider (including negligent, willful and/or criminal acts and omissions), Device, vehicle or equipment employed by Customer in the use, provision or servicing of the Customer Transportation Service and/or any employee or agent of Customer operating such vehicle, Device or equipment or otherwise acting on behalf of Customer (including the acts and omissions of such employees or agents while using the Application or viewing or using any device from which the Application is displayed).

Transport Incidents include actual or alleged violations of Applicable Laws and the Transportation Law components thereof.

c. Limits on and Exclusions from Liability. EXCEPT WITH RESPECT TO DATA BREACH COSTS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY CUSTOMER UNDER THE AGREEMENTS AND DATA BREACH COSTS, EACH PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ALL AGREEMENTS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUIVALENT TO THE FEES PAID OR PAYABLE TO VIA WITH RESPECT TO THE PARTICULAR VIA SOLUTION OR SERVICES, AS APPLICABLE, UNDER THE ORDER OUT OF WHICH THE CLAIM AROSE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING ASSERTION OF THE CLAIM. Customer must bring all claims and causes of action within six (6) months of their being discovered or one (1) year after expiration or termination of the Order out of which the claim arises, whichever occurs first. The limitations and exclusions in this Section 8.3 apply to all claims or causes of action under whatever theory brought and regardless of whether a party was advised of the possibility of the claim.

d. Data Breach Costs. If a material breach of Via's Security Program or its obligations under Section 8(a) hereof results in unauthorized access, use or possession of Customer Data containing personally identifiable information of Customers, Via shall be liable for Customer's Data Breach Costs up to an aggregate limit equal to the aggregate amount paid by Customer to Via hereunder, where "**Data Breach Costs**" means the cost and expenses of investigation and analysis (including by law firms and forensic firms), notification (including by mail house firms), offering and providing of credit monitoring or other remediation services, and any related call center or similar support activities required to be provided to the affected data subjects.

e. Insurance. Customer shall obtain and maintain at all times any insurance necessary or statutorily required to operate the Customer Transportation Service using the Via Solution in the jurisdiction(s) in which it operates, at its sole cost and expense.

11. Regulatory Compliance.

a. Via's Obligations. Via shall at all times carry out and provide the Services in compliance with all Applicable Laws. For any change in the Services required by a change in Applicable Laws, Via shall mitigate the adverse effects of such change including minimization of increase in costs of the Services arising therefrom. Without prejudice to the rest of this Section 11, Via shall use commercially reasonable efforts to minimise any disruption caused by any changes in Applicable

Laws introduced pursuant to this Section 11. The Customer acknowledges and agrees that the Services hereunder do not include, and neither party intends that they be construed as including, any legal, financial, tax or compliance advisory services with respect to Transport Incidents or the Transportation Laws.

b. Customer's Obligations. The Customer shall comply with all Applicable Laws. Customer shall monitor and identify changes in Applicable Laws (in any jurisdictions in which it operates the Customer Transportation Service) which would impact the use of the Services by the end-users and: (a) make such modifications to its internal processes and operations as it deems necessary to remain compliant with such change in Applicable Laws; and (b) promptly notify Via thereof so that the Customer Manager and Via Manager may discuss any changes to the Services required for on-going compliance. In addition to the preceding, as between Via and Customer, Customer shall be solely responsible for compliance with all Transportation Laws including as they relate to Transport Incidents and otherwise.

c. Export Laws. The parties do not intend to import or export products to one another or any third party under any Agreement. Neither party shall export or re-export the Via Solution to countries subject to U.S. government embargo (as designated by the Office of Foreign Asset Control of the Treasury Department) and persons listed on the prohibited persons list maintained by the Bureau of Industry and Security of the Department of Commerce.

d. Anti-Bribery Laws. The Parties shall comply with all applicable anti-bribery Applicable Laws in connection with their respective performance under this Agreement.

e. Consents; Permits. Via shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws for the performance of the Services hereunder and shall pay all governmental fees associated therewith. Customer shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws in connection with this Agreement (including each Order), as necessary to operate the Customer Transport Service, and shall pay all governmental fees associated therewith. Customer also shall obtain from its third party vendors, licensors, supply-chain partners, clients, customers, distributors or similar parties, any authorization or consent necessary for Via to access or utilize the goods, services (including software or other proprietary materials), property or facilities of such parties if necessary for Via's performance of the Services.

12. Assignment.

Customer may not assign or transfer these Terms and Conditions, any Use Rights, and/or any Order unless Customer makes a request in writing in advance and Via consents in writing. Via may require Customer and the proposed assignee/transferee to agree to additional terms or pay additional fees. Any change of control of Customer shall be deemed to constitute a prohibited assignment for the purposes hereof.

13. Non-Solicitation.

During the Term and for twelve (12) months thereafter, Customer agrees that Customer shall not, and shall not direct, request, or seek to influence any of Customer's Affiliates to, directly or indirectly solicit, hire, or employ (including in any consulting capacity) any employee, officer, or director of Via or its Affiliates who performs services for Customer (or its Affiliates) or any person who served in any such capacity during the preceding six (6) months; provided that this Section 13 shall not prohibit general solicitation for employees through advertising and other similar means, if not directed at the employees, officers, or directors of Via or its Affiliates, or the hiring or employment of any person who responds to any such general solicitation.

14. Dispute Resolution; Governing Law.

The laws of the State of New York will govern this Agreement without regard to the principles of conflicts of laws. Except for either party's right, in connection with any matter involving any Agreement, to seek equitable or declaratory relief in any court of competent jurisdiction, all disputes not resolved informally by the parties shall be submitted for arbitration before a panel of three (3) arbitrators selected one each by the parties and one by the American Arbitration Association (the "AAA"), at least one of whom shall be an expert in the field of cloud-deployed software solutions. The arbitration shall be conducted in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the AAA in effect at the time of the arbitration. A written notice of intent to arbitrate shall be provided by one party to the other party within a reasonable time after the dispute has arisen, and in no event shall such notice be provided after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. All arbitration shall be administered by the AAA and shall take place in New York, New York unless otherwise agreed to by the parties. All aspects of the arbitration including the result shall be treated as confidential

and shall not be disclosed. The award of the arbitrators shall be binding and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction; provided, however, that the arbitrators shall not have the power to award: (a) punitive damages; or (b) damages in excess of the limitations set forth in Section 10 hereof.

15. Miscellaneous.

All notices must be sent by certified mail or overnight courier to the address specified for each party and deemed given three (3) business days after sending. The prevailing party in any dispute is entitled to the recovery of reasonable legal fees and expenses. Failures in performance beyond a party's reasonable control are excused. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. Nothing in an Agreement is intended to create an agency, partnership, joint venture, or franchise between the parties and except as may be expressly stated in an Order, neither party has the authority to act in the name or on behalf of or otherwise to bind the other. In performing its obligations under this Agreement, each party is acting as an independent contractor of the other and is solely responsible for the supervision, daily direction, and control of its own employees and for the payment of their salaries and benefits and related compensation. Via may issue a press release or make other public announcements concerning these Agreement and/or Orders and may use Customer's Marks in its marketing materials and on its website in a manner consistent with Customer's communications policies (to the extent made available to Via) but in all events reasonably. Customer shall, upon Via's request, use commercially reasonable efforts to provide comments with respect to the collaboration hereunder that Via can quote in its press release. To the extent required by the licensors of Third Party Content Via provides, such licensors are the express, intended third-party beneficiaries of this Agreement. Except as expressly set forth herein, there are no other third-party beneficiaries of this Agreement.

16. Entire Agreement and Survival.

These Terms and Conditions and the Order are the entire Agreement between the parties with respect to the Via Solution and Services under them and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the same subject matter, and cannot be modified except by written agreement referencing the specific provisions modified. Conflicts between these Terms and Conditions and an Order with respect to amounts

or timing of payments will be resolved in favor of the Order. All other conflicts will be resolved in favor of these Terms and Conditions, including in the event of a conflict with Customer's general conditions. If Customer's procurement processes require use of an internal purchase order neither it nor its terms shall supersede, replace, or amend this Agreement. Sections 4, 7, 9 and 10(b) each shall each survive expiration or termination of this Agreement.



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