



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

Monday, March 18, 2019

4:30 pm

Council Chambers

Civic Centre

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|   | Pages   |
|---|---------|
| <b>1. Adoption of Minutes</b>   | 17 - 37 |
| Mover Councillor M. Shoemaker<br>Seconder Councillor P. Christian<br>Resolved that the Minutes of the Regular Council Meeting of 2019 03 04 be approved.        |         |
| <b>2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>  |         |
| <b>3. Declaration of Pecuniary Interest</b>   |         |
| <b>4. Approve Agenda as Presented</b>   |         |
| Mover Councillor M. Shoemaker<br>Seconder Councillor S. Hollingsworth<br>Resolved that the Agenda for 2019 03 18 City Council Meeting as presented be approved. |         |
| <b>5. Proclamations/Delegations</b>   |         |
| <b>5.1 World Lymphedema Day</b>   |         |
| Steve Kelland   |         |
| <b>5.2 International Day for the Elimination of Racial Discrimination</b>   |         |

Sean Halliday, Local Immigration Partnership Researcher

**5.3 Coalition of Algoma Passenger Trains**

Dorothy MacNaughton, Chair; Dean Anderson; Chief Gauthier

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that City Council refer the presentation regarding restoration of Algoma passenger train service to the Sault Ste. Marie Economic Development Corporation and appropriate City staff for review and report back to Council.

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that all the items listed under date 2019 03 18 – Agenda item 6 – Consent Agenda be approved as recommended.

**6.1 Mayor's Correspondence**

**6.1.1 Withdrawal of NOHFC Funding for FutureSSM** 38 - 39

**6.1.2 US Tariffs on Canadian Steel and Aluminum** 40 - 40

**6.1.3 Sault Area Hospital Level III Withdrawal Management Proposal** 41 - 45

**6.1.4 Algoma Steel Inc. – Michael McQuade** 46 - 46

**6.2 Council Travel**

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that Mayor C. Provenzano and Councillors C. Gardi, S. Hollingsworth and L. Vezeau-Allen be authorized to travel to Ottawa for four days in August for the Association of Municipalities of Ontario Conference at an estimated cost to the City of \$2,500 each.

**6.3 Physician Recruitment Committee – Renewal of Operating Service Agreement** 47 - 48

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

The relevant By-law 2019-41 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

49 - 60

- 6.4 Police Services Contract for Prince Township**
- A report of the Chief Administrative Officer is attached for the consideration of Council.
- The relevant By-law 2019-54 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.5 2019 Tax Rates** 61 - 66
- A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.
- Mover Councillor M. Shoemaker  
Seconder Councillor S. Hollingsworth  
Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 03 18 concerning the 2019 Tax Rates be received and that the Alternate Ratios be approved as follows:
- Starting ratios adjusted to reflect a tax ratio of 1.08200 for the Multi-residential property tax class
- 6.6 2018 Honoraria and Expenses-Mayor & Council and Board & Committee Members** 67 - 71
- A report of the Chief Financial Officer and Treasurer is attached for the information of Council.
- Mover Councillor M. Shoemaker  
Seconder Councillor P. Christian  
Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 03 18 concerning 2018 Honoraria and Expenses (Mayor, Council, Board and Committee Members) be received as information.
- 6.7 Rolling Pictures Company Economic Diversification Fund (EDF) Agreement** 72 - 85
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- The relevant By-law 2019-59 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.8 Conferences and Major Special Events – World Martial Arts** 86 - 87
- A report of the Deputy City Clerk is attached for the consideration of Council.
- Mover Councillor M. Shoemaker  
Seconder Councillor S. Hollingsworth  
Resolved that the report of the Deputy City Clerk dated 2019 13 18 concerning 2019 World Martial Arts MooMookwan Canadian Open Championships be received and that Council approve the recommendation of the Committee to fund the event in the

amount of \$10,000 from the Conferences and Major Special Events fund.

- 6.9 Ratification of Local 2251 – Memorandum of Settlement** 88 - 89
- A report of the Labour Relations Coordinator is attached for the consideration of Council.
- The relevant By-law 2019-55 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.10 Discover Ability Network Support** 90 - 95
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- The relevant By-law 2019-49 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.11 Public Transit Infrastructure Fund Phase One Project Extension** 96 - 105
- A report of the Director of Community Services is attached for the consideration of Council.
- The relevant By-law 2019-61 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.12 Conveyance for Road Widening Purposes** 106 - 108
- A report of the Secretary-Treasurer of the Committee of Adjustment is attached for the consideration of Council.
- The relevant By-law 2019-50 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.13 The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society – Amendment to Agreement** 109 - 116
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- The relevant By-law 2019-56 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.14 Central and East Davignon Creek Aqueduct Repairs – Engineering Fees** 117 - 118
- A report of the Manager, Design and Transportation Engineering is attached for the consideration of Council.
- Mover Councillor M. Shoemaker  
Seconder Councillor S. Hollingsworth  
Resolved that the report of the Manager, Design and Transportation Engineering

dated 2019 03 18 be received and the recommendation to raise the engineering fee limit for the Central and East Davignon Creek Aqueduct Repairs by \$17,000 to \$112,000 be approved.

- 6.15 Bay Street Improvements – Revised Engineering Agreement** 119 - 120
- A report of the Manager, Design and Transportation Engineering is attached for the consideration of Council.
- Mover Councillor M. Shoemaker  
Seconder Councillor P. Christian  
Resolved that the report of the Manager, Design and Transportation Engineering dated 2019 03 18 be accepted and that Council authorize the engineering fee limit in Kresin Engineering’s agreement for the Bay Street Improvements be increased by \$240,000 to include traffic engineering, traffic signal reconfiguration and landscape and urban design for a revised total engineering limit of \$543,500.
- 6.16 Bruce Street Reconstruction – Engineering Fees** 121 - 122
- A report of the Manager, Design and Transportation Engineering is attached for the consideration of Council.
- Mover Councillor D. Hilsinger  
Seconder Councillor S. Hollingsworth  
Resolved that the report of the Manager of Design and Transportation Engineering dated 2019 03 18 be accepted and that Council authorize the engineering fee limit in WSP’s agreement for the reconstruction of Bruce Street be increased by \$85,273 for a revised total of \$303,132.
- 6.17 Fire Protection Agreement with the Township of Prince** 123 - 136
- A report of the Fire Chief is attached for the consideration of Council.
- The relevant By-law 2019-57 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.18 Deeming By-law – Harris and Buckley Subdivision, Plan M30 (Sault Marine Services Inc.)** 137 - 139
- A report of the City Solicitor is attached for the consideration of Council.
- The relevant By-law 2019-48 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.
- 6.19 Housekeeping – Amendments to By-law 2019-32 (Parking)** 140 - 141
- A report of the Solicitor/Prosecutor is attached for the consideration of Council.
- The relevant By-law 2019-52 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

**6.20 Court Security and Prisoner Transportation Agreement 142 - 144**

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

The relevant By-law 2019-51 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

**7. Reports of City Departments, Boards and Committees**

**7.1 Administration**

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.3.1 Algoma University School of Business and Economics – Economic Development Fund Request 145 - 199**

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 03 18 concerning the EDF application from Algoma University for the School of Business and Economics in the amount of \$400,000, be approved, with the allocation of \$117,000 from the 2018 EDF, \$141,500 from the 2019 EDF, and \$141,500 from the 2020 EDF; contingent upon confirmation of all external funding.

**7.3.2 W. J. McMeeken Centre Replacement Facility 200 - 436**

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated 2019 03 18 concerning ice capacity expansion be accepted and that Council:

- Approve the establishment of a steering committee responsible for driving the process and reporting back to Council to provide updates on significant matters.
- Proceed in a request for proposal process for “Construction Management Services” and “Architectural and Engineering Services” for a new twin pad arena to be located at 616 Goulais Avenue with a guaranteed maximum price of \$25 million.

- Approve City Staff to apply for Infrastructure Funding when available in support of the project.
- Authorize the Finance Department to internally fund in the short term the architectural and engineering design services up to \$1.1 million in 2019 to advance the project.
- Authorize staff to investigate options and costs to decommission the W.J. McMeeken and report back to Council.

**7.3.3 M.S. Norgoma – Update**

437 - 457

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2019 03 18 concerning the M.S. Norgoma be received and staff be directed to notify the St. Mary's River Marine Heritage Centre that a temporary location has been secured for the M.S. Norgoma;

Further, that unless the St. Mary's River Marine Heritage Centre can secure a new location permitting the vessel to be moved by April 15<sup>th</sup> (or as soon as weather/ice conditions permit – whichever is sooner), the St. Mary's River Marine Heritage Centre should relocate the vessel to the location obtained by City staff behind Algoma Steel section of dock made available by Purvis Marine;

Further, that the cost and liability of this move shall be borne entirely by the St. Mary's River Marine Heritage Centre as the owner of the vessel;

Further, that staff collaborate with the St. Mary's River Marine Heritage Centre to coordinate the removal of the Bondar Marina docks to permit the exit of the M.S. Norgoma.

**7.4 Public Works and Engineering Services**

**7.5 Fire Services**

**7.6 Legal**

**7.7 Planning**

**7.7.1 A-2-19-Z – 85 Johnson Avenue (Fremlin)**

458 - 464

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the Report of the Planner dated 2019 03 18 concerning Rezoning

Application A-2-19-Z be received and that Council postpone this Application to April 1, 2019.

**7.7.2 A-3-19-Z – 1805 Queen Street East (Sault Ste. Marie Golf Club) 465 - 480**

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that the Report of the Planner, dated 2019 03 18 concerning Rezoning Application A-03-19-Z be received and that the application to rezone the south west portion of the property from Parks and Recreation Zone (PR) to Low Density Residential Zone (R3) be approved.

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

**7.7.3 A-4-19-Z.OP – 84 Ruth Street (Gervasi and Stubbs) 481 - 501**

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the Report of the Senior Planner dated 2019 03 18 concerning rezoning application A-4-19-Z.OP be received and that Council approve the application by redesignating and rezoning the subject property in the following manner:

1. Northern +/- 48m of Subject Property
  - a. Redesignate by way of a notwithstanding clause to the Residential Policies and Commercial Policy C.4 of the Official Plan to permit the offices of a private security firm with private training facilities.
  - b. Rezone from Institutional Zone (I) to Institutional Zone (I.S) with a special exception to permit the offices of a private security firm and private training facilities, in addition to the uses permitted in the Institutional Zone (I).
    - i. For the purposes of this by-law, a private security firm shall be defined as an establishment primarily engaged in providing a full range of security services, including dispatch and investigation, as well as any business administration and support for the security company.
    - ii. For the purposes of this by-law, a private training facility shall be defined as an establishment primarily engaged in providing a full range of training classes on-site, which may be available to Norpro employees and the general public.
  - c. That the frontage requirement be reduced to 0m.
  - d. That the eastern parking aisle width be reduced from 6.71m to



6.685m.

2. Southern +/- 60.5m of the Subject Property be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3.S) with a special exception to reduce the required frontage to 0m.

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

**7.7.4 A-5-19-Z – 267 Cathcart Street (David Ellis Architects Inc.) 502 - 517**

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that the Report of the Senior Planner dated 2019 03 18 concerning the Rezoning Application A-5-19-Z be received and that Council approve the application to rezone the subject property from Low Density Residential Zone (R3.S365) to Low Density Residential Zone (R3.S365 Amended) with an amended Special Exception 365 in the following manner:

1. To repeal #2 and replace with:  
To permit the existing building to be utilized for the offices of an architect and marketing firm only, in addition to the uses currently permitted by the current R3 zoning and special exception 365.
2. To repeal #4 and replace with:  
That the required parking for the permitted offices uses be calculated at 3.4 spaces per 100m<sup>2</sup> Gross Floor Area.
3. To add the following new clauses to Special Exception 365:
  - a. That existing building setbacks be recognized, more specifically:
    - i. The required building setback from Cathcart Street be reduced to 3.5m.
    - ii. The required building setback from Alexandra Street be reduced to 3.5m.
    - iii. The required building setback from the east lot line be reduced to 0m
  - b. That the existing parking lot layout be recognized, more specifically:  
That required parking be permitted in required yards.
  - c. That the buffering requirements outlined in Section 4.9 of Zoning By-law 2005-150 be waived.

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

**7.7.5 A-6-19-Z – Accessible Parking Requirements in Zoning By-law 518 - 534**

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that the report of the Director of Planning and Enterprise Services dated 2019 03 18 concerning revised accessible parking requirements be accepted and that Zoning By-law 2005-150 be amended according to the changes outlined in Appendix A of this report.

**7.8 Boards and Committees**

**7.8.1 Sault Ste. Marie Innovation Centre**

535 - 535

A report of the Sault Ste. Marie Innovation Centre is attached for the consideration of Council.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that Lori Naccarato be nominated to the Sault Ste. Marie Innovation Centre Board of Directors.

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

**8.1 Green Laneways**

Mover Councillor M. Shoemaker

Seconder Councillor L. Dufour

Whereas Sault Ste Marie has many laneways in various states of repair; and

Whereas each year, the City is doing more construction and road maintenance with a relatively stagnant construction budget; and

Whereas laneways are not typically the highest priority for limited maintenance dollars; and

Whereas green laneways have proven to be an effective way to counter the urban heat-island effect, enhance biodiversity, reduce stormwater runoff and give aesthetic pleasure to residents;

Now Therefore Be It Resolved that staff be requested to investigate the success of green laneways across other Canadian cities and report back on the feasibility of a green laneway pilot project for Sault Ste. Marie.

**8.2 Review of City of Sault Ste. Marie Procurement Policy**

Mover Councillor M. Shoemaker

Seconder Councillor C. Gardi

Whereas climate change is a challenge that requires attention from everyone and every level of government; and

Whereas the environmental impacts of the City of Sault Ste. Marie procuring a good or service should factor into any decision the City of Sault Ste. Marie procures a good or service; and

Whereas considering the environmental impact of a procurement of goods or services could provide an edge to local businesses when competing for an award from the City of Sault Ste. Marie;

Now Therefore Be It Resolved that staff review the City of Sault Ste. Marie Procurement Policy to ensure that one of the criteria that is considered when procuring goods or services is the environmental impact of said procurement and report back to Council with a recommended policy.

### **8.3 Public Input Sessions in Rezoning Application Process**

Mover Councillor P. Christian

Seconder Councillor M. Shoemaker

Whereas Council is responsible for considering all rezoning applications as recommended by planning staff and;

Whereas part of the rezoning application process requires that notice is provided to neighbours in the immediate area of the property in question and;

Whereas these notices provide very limited information which often raises many questions and concerns from the affected neighbours and;

Whereas planning staff routinely encourage developers to hold at least one public information session to address concerns and answer questions in an attempt to foster better understanding and transparency; and

Whereas in the great majority of cases, developers are already willingly undertaking these public information sessions; and

Whereas in the absence of such information sessions, planning staff and councillors often spend a great deal of time trying to address questions and concerns of affected constituents and;

Whereas there have been instances where Council has postponed rezoning decisions to allow for neighborhood input which delays the entire process and;

Whereas Council continues to advocate for more public input and transparency;

Now Therefore Be It Resolved that Council request that planning staff prepare a report on the feasibility of making public input sessions part of the rezoning application process.

Further that staff seek input from local developers and include this in the final report to Council.

**9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**

**10. Adoption of Report of the Committee of the Whole**

**11. Consideration and Passing of By-laws**

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that all By-laws under item 11 of the Agenda under date 2019 03 18 be approved.

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2019-53 being a by-law to authorize the execution of the Agreement between the City and 1972703 Ontario Inc. to lease and operate the restaurant/lounge/retail space at Roberta Bondar Park be passed in open Council this 18th day of March, 2019.

**11.1.1 By-law 2019-41 (Agreement) Physician Recruitment**

536 - 541

A report from the Chief Administrative Officer is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-41 being a by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding be passed in open Council this 18th day of March, 2019

**11.1.2 By-law 2019-48 (Subdivision Control) 295 & 299 Farwell Terrace**

542 - 543

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-48 being a by-law to deem not registered for purposes of subdivision control certain lots in the Harris and Buckley Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 18th day of March, 2019.

**11.1.3 By-law 2019-49 (Agreement) Memorandum of Understanding Chamber of Commerce**

544 - 547

A report from the Deputy CAO, Community Development and Enterprise Services is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-49 being a by-law to authorize the execution of the Memorandum of Understanding between the City and Ontario Chamber of Commerce for the purpose of hiring people with disabilities be passed in open Council this 18th day of March, 2019.

**11.1.4 By-law 2019-50 (Property Acquisition) Part 595 Old Goulais Bay Road 548 - 549**

A report from the Secretary-Treasurer/Committee of Adjustment is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-50 being a by-law to authorize the acquisition of a portion of property located at civic 595 Old Goulais Bay Road (Donnelly) be passed in open Council this 18th day of March, 2019.

**11.1.5 By-law 2019-51 (Agreement) Court Security and Prisoner Transport 550 - 575**

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-51 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 Community Safety and Correctional Services for funding for court security and prisoner transport until December 31, 2019 be passed in open Council this 18th day of March, 2019.

**11.1.6 By-law 2019-52 (Parking) Amend By-law 2019-32 (Housekeeping) 576 - 576**

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-52 being a by-law to amend By-law 2019-32 (Parking) be passed in open Council this 18th day of March, 2019.

**11.1.7 By-law 2019-53 (Agreement) Roberta Bondar Park Lease 577 - 595**

Council Report was passed by Council resolution on January 14, 2019.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-53 being a by-law to authorize the execution of the

Agreement between the City and 1972703 Ontario Inc. to lease and operate the restaurant/lounge/retail space at Roberta Bondar Park be passed in open Council this 18th day of March, 2019.

**11.1.8 By-law 2019-54 (Agreement) Township of Prince Police Protection Services 596 - 603**

A report from the Chief Administrative Officer is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-54 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for the provision of police protection services be passed in open Council this 18th day of March, 2019.

**11.1.9 By-law 2019-55 (Agreement) Collective Agreement for Steelworkers Local 2251 604 - 616**

A report from the Labour Relations Coordinator is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-55 being a by-law to authorize the execution of the Collective Agreement between the City and Steelworkers Local 2251 be passed in open Council this 18th day of March, 2019.

**11.1.10 By-law 2019-56 (Agreement) Museum Amendment 617 - 623**

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-56 being a by-law to authorize the execution of the Amended Agreement between the City and The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society to amend the maintenance and operating agreement be passed in open Council this 18th day of March, 2019.

**11.1.11 By-law 2019-57 (Agreement) Township of Prince Fire Protection 624 - 635**

A report from the Fire Chief is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-57 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for a Fire Protection Agreement for a period of one (1) year be passed in open Council this 18th day of March, 2019.

**11.1.12 By-law 2019-59 (Agreement) The Rolling Picture Company 636 - 648**

A report from the Deputy CAO, Community Development and Enterprise Services is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-59 being a By-law to authorize the execution of the Agreement between the City and The Rolling Picture Company outlining the City's Economic Diversification Fund (EDF) contribution to the project to construct a high-end post-production facility that will provide non-client services to clients in large urban areas be passed in open Council this 18th day of March, 2019.

**11.1.13 By-law 2019-61 (Agreement) Public Transit Infrastructure Fund 649 - 657**

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-61 being a By-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Public Transit Infrastructure Fund Phase One Project Extension be passed in open Council this 18th day of March, 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**

**11.3.1 By-law 2019-25 (Local Improvement) McNabb Street from Gladstone Avenue to Great Northern Road 658 - 663**

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that By-law 2019-25 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on McNabb Street from Gladstone Avenue to Great Northern Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the THIRD time and passed in open Council this 18th day of March, 2019.

**12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**

**13. Closed Session**

**14. Adjournment**

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that this Council now adjourn.





## REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, March 4, 2019  
4:30 pm  
Council Chambers  
Civic Centre

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

Officials: A. Horsman, R. Tyczinski, M. White, T. Vair, L. Girardi, K. Fields, P. Johnsons, S. Schell, P. Niro, D. McConnell, B. Lamming, S. Hamilton Beach, D. Elliott, M. Borowicz-Sibenik, F. Coccimiglio, T. Vecchio, C. Taddo, S. Halliday, E. Coccimiglio, R. Madonna

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### 1. Adoption of Minutes

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of 2019 02 11 be approved.

| Majority                | For | Against | Absent |
|-------------------------|-----|---------|--------|
| Mayor C. Provenzano     | X   |         |        |
| Councillor P. Christian | X   |         |        |
| Councillor L. Dufour    | X   |         |        |

|                             |           |          |          |
|-----------------------------|-----------|----------|----------|
| Councillor L. Vezeau-Allen  | X         |          |          |
| Councillor S. Hollingsworth |           |          | X        |
| Councillor D. Hilsinger     | X         |          |          |
| Councillor M. Shoemaker     | X         |          |          |
| Councillor R. Niro          | X         |          |          |
| Councillor M. Bruni         | X         |          |          |
| Councillor C. Gardi         | X         |          |          |
| Councillor M. Scott         | X         |          |          |
| <b>Results</b>              | <b>10</b> | <b>0</b> | <b>1</b> |

**Carried**

**2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**

**3. Declaration of Pecuniary Interest**

**3.1 Councillor R. Niro – Allen’s Side Road and Wallace Terrace Truck Traffic**

Daughter resides on Allen's Side Road

**3.2 Councillor D. Hilsinger – 2019 Cultural Financial Assistance Grants**

Employee of Algoma Arts Festival Association

**3.3 Mayor C. Provenzano – RFP – Leasing and Operation of Restaurant/Lounge/Retail Space in the Southwest Building Located at Roberta Bondar Park**

Operator is a client of law firm

**4. Approve Agenda as Presented**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the Agenda for 2019 02 25 City Council Meeting as presented be approved.

| <b>Majority</b>         | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-------------------------|------------|----------------|---------------|
| Mayor C. Provenzano     | X          |                |               |
| Councillor P. Christian | X          |                |               |
| Councillor L. Dufour    | X          |                |               |

|                             |           |          |          |
|-----------------------------|-----------|----------|----------|
| Councillor L. Vezeau-Allen  | X         |          |          |
| Councillor S. Hollingsworth |           |          | X        |
| Councillor D. Hilsinger     | X         |          |          |
| Councillor M. Shoemaker     | X         |          |          |
| Councillor R. Niro          | X         |          |          |
| Councillor M. Bruni         | X         |          |          |
| Councillor C. Gardi         | X         |          |          |
| Councillor M. Scott         | X         |          |          |
| <b>Results</b>              | <b>10</b> | <b>0</b> | <b>1</b> |

**Carried**

**5. Proclamations/Delegations**

**5.1 30th Anniversary of the Canadian Bushplane Heritage Centre**

Dan Ingram, Executive Director was in attendance.

**5.2 Quonta Drama Festival 2019**

Randi Houston Jones, President Sault Theatre workshop and Susana Herranz, Vice President Sault Theatre workshop were in attendance.

**5.3 International Women's Day**

Karen Bird, Trish Porco and Rory Ring of the Sault Ste. Marie Chamber of Commerce were in attendance.

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date 2019 03 04 – Agenda item 6 – Consent Agenda be approved as recommended save and except Agenda items 6.3, 6.8 and 6.10.

| <b>Majority</b>         | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-------------------------|------------|----------------|---------------|
| Mayor C. Provenzano     | X          |                |               |
| Councillor P. Christian | X          |                |               |

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|                             |           |          |          |
|-----------------------------|-----------|----------|----------|
| Councillor L. Dufour        | X         |          |          |
| Councillor L. Vezeau-Allen  | X         |          |          |
| Councillor S. Hollingsworth |           |          | X        |
| Councillor D. Hilsinger     | X         |          |          |
| Councillor M. Shoemaker     | X         |          |          |
| Councillor R. Niro          | X         |          |          |
| Councillor M. Bruni         | X         |          |          |
| Councillor C. Gardi         | X         |          |          |
| Councillor M. Scott         | X         |          |          |
| <b>Results</b>              | <b>10</b> | <b>0</b> | <b>1</b> |

**Carried**

**6.1 Correspondence**

**6.1.1 Library Board Budget**

**6.1.2 US Tariffs on Canadian Steel and Aluminum**

**6.2 Council Travel**

Moved by: Councillor L. Vezeau-Allen  
Seconded by: Councillor R. Niro

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for three days in April for Immigration and Recruitment sessions at an estimated cost to the City of \$815.

**Carried**

Moved by: Councillor L. Vezeau-Allen  
Seconded by: Councillor R. Niro

Resolved that Councillor S. Hollingsworth be authorized to travel to Quebec City for 6 days in May for the Federation of Canadian Municipalities conference at an estimated cost to the City of \$3,600.

**Carried**

**6.2.1 Additional Motion**

Moved by: Councillor L. Dufour  
Seconded by: Councillor M. Bruni

Resolved that Mayor C. Provenzano be authorized to travel to Ottawa for two days in February to attend meetings regarding steel tariffs at a cost to the City of approximately \$200.

**Carried**

**6.3 RFP – Leasing and Operation of Restaurant/Lounge/Retail Space in the Southwest Building Located at Roberta Bondar Park**

Mayor C. Provenzano declared a conflict on this item. (Operator is a client of law firm)

Acting Mayor Dufour assumed the chair due to the conflict declared by Mayor Provenzano.

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2019 02 25 be received and that the proposal submitted by S. Purvis/J. DiCorpo for the Lease and Operation of Restaurant/Lounge/Retail Space at Roberta Bondar Park for a three year period commencing May 1, 2019 be approved.

A By-law authorizing signature of a Lease Agreement will appear on a future Council Agenda.

| <b>Majority</b>                   | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------------|------------|----------------|---------------|
| Mayor C. Provenzano<br>(Conflict) |            |                |               |
| Councillor P. Christian           | X          |                |               |
| Councillor L. Dufour              | X          |                |               |
| Councillor L. Vezeau-Allen        | X          |                |               |
| Councillor S. Hollingsworth       |            |                | X             |
| Councillor D. Hilsinger           | X          |                |               |
| Councillor M. Shoemaker           | X          |                |               |
| Councillor R. Niro                | X          |                |               |
| Councillor M. Bruni               | X          |                |               |
| Councillor C. Gardi               | X          |                |               |
| Councillor M. Scott               | X          |                |               |
| <b>Results</b>                    | <b>9</b>   | <b>0</b>       | <b>1</b>      |

**Carried**

#### **6.4 Property Tax Appeals**

The report of the Manager of Accounting and City Tax Collector was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 02 25 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.

**Carried**

#### **6.5 2019 Outside Agency Grant Agreements**

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

The relevant By-laws 2019-42, 2019-43, 2019-44, 2019-45, 2019-46 and 2019-47 are listed under item 11 of the Minutes.

#### **6.6 Business Survey**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 02 25 concerning the evolution of the Business Survey conducted in 2018 be received as information.

**Carried**

#### **6.7 “Tainted” Feature Film Request for By-law Exemption**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 02 25 concerning “Tainted” Feature Film Request for by-law exemption be approved.

**Carried**

#### **6.8 2019 Cultural Financial Assistance Grants**

Councillor D. Hilsinger declared a conflict on this item. (Employee of Algoma Arts Festival Association)

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2019 02 25 concerning 2019 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board to allocate the budget of \$53,900 in the following amounts be approved:

1. Algoma Arts Festival Association – \$4,500
2. Algoma Conservatory of Music – \$5,400
3. Algoma Festival Choir – \$5,500
4. Arts Council of Sault Ste. Marie and District – \$10,000
5. Over the Rainbow Children's Entertainment Series – \$2,500
6. Quonta – \$4,000
7. Sault Blues Society – \$2,000
8. Sault Symphony – \$6,000
9. Sault Theatre Workshop – \$5,000
10. Shadows of the Mind Film Festival – \$5,000
11. Shingwauk Anishinaabe Student Association – \$4,000

| <b>Majority</b>                       | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|---------------------------------------|------------|----------------|---------------|
| Mayor C. Provenzano                   | X          |                |               |
| Councillor P. Christian               | X          |                |               |
| Councillor L. Dufour                  | X          |                |               |
| Councillor L. Vezeau-Allen            | X          |                |               |
| Councillor S. Hollingsworth           |            |                | X             |
| Councillor D. Hilsinger<br>(Conflict) |            |                |               |
| Councillor M. Shoemaker               | X          |                |               |

|                     |          |          |          |
|---------------------|----------|----------|----------|
| Councillor R. Niro  | X        |          |          |
| Councillor M. Bruni | X        |          |          |
| Councillor C. Gardi | X        |          |          |
| Councillor M. Scott | X        |          |          |
| <b>Results</b>      | <b>9</b> | <b>0</b> | <b>1</b> |

**Carried**

**6.9 Municipal By-Law Enforcement Officers**

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

The relevant By-law 2019-36 is listed under item 11 of the Minutes.

**6.10 Allen’s Side Road and Wallace Terrace Truck Traffic**

Councillor R. Niro declared a conflict on this item. (Daughter resides on Allen's Side Road)

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Engineering dated 2019 02 25 concerning truck traffic on Allen's Side Road and Wallace Terrace be received as information.

| <b>Majority</b>               | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-------------------------------|------------|----------------|---------------|
| Mayor C. Provenzano           | X          |                |               |
| Councillor P. Christian       | X          |                |               |
| Councillor L. Dufour          | X          |                |               |
| Councillor L. Vezeau-Allen    | X          |                |               |
| Councillor S. Hollingsworth   |            |                | X             |
| Councillor D. Hilsinger       | X          |                |               |
| Councillor M. Shoemaker       | X          |                |               |
| Councillor R. Niro (Conflict) |            |                |               |
| Councillor M. Bruni           | X          |                |               |
| Councillor C. Gardi           | X          |                |               |



|                     |          |          |          |
|---------------------|----------|----------|----------|
| Councillor M. Scott | X        |          |          |
| <b>Results</b>      | <b>9</b> | <b>0</b> | <b>1</b> |

**Carried**

**6.11 McNabb, South Market, and Boundary Road Storm Sewers**

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

The relevant By-law 2019-37 is listed under item 11 of the Minutes.

**6.12 Waste Management Environmental Assessment**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Land Development and Environmental Engineer dated 2019 02 25 concerning Waste Management Environmental Assessment be received and that the engineering fee of \$235,000 (excluding HST) be approved for an overall AECOM project fee of \$1.21 million (excluding HST).

**Carried**

**6.13 Housekeeping – Amending Fire Routes By-law 2013-105**

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

The relevant By-law 2019-38 is listed under item 11 of the Minutes.

**6.14 FCM Climate Change Staff Grant**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated March 4, 2019 concerning FCM Climate Change Staff Grant be received and the recommendation to proceed with the recruitment of the contract staff position with formal employment contracts to be signed after the execution of the funding agreement be approved.

**Carried**

**7. Reports of City Departments, Boards and Committees**

**7.1 Administration**

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.3.1 FutureSSM Project Funding Update**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 03 04 regarding FutureSSM project be received as information.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor L. Dufour        | X          |                |               |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor S. Hollingsworth |            |                | X             |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor C. Gardi         | X          |                |               |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      |

**Carried**

**7.4 Public Works and Engineering Services**

**7.5 Fire Services**

**7.6 Legal**

**7.7 Planning**

**7.8 Boards and Committees**

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

**8.1 Immigration Committee**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

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 multi-sectoral 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.

**Majority**

**For**

**Against**

**Absent**

|                             |           |          |          |
|-----------------------------|-----------|----------|----------|
| Mayor C. Provenzano         | X         |          |          |
| Councillor P. Christian     | X         |          |          |
| Councillor L. Dufour        | X         |          |          |
| Councillor L. Vezeau-Allen  | X         |          |          |
| Councillor S. Hollingsworth |           |          | X        |
| Councillor D. Hilsinger     | X         |          |          |
| Councillor M. Shoemaker     | X         |          |          |
| Councillor R. Niro          | X         |          |          |
| Councillor M. Bruni         | X         |          |          |
| Councillor C. Gardi         | X         |          |          |
| Councillor M. Scott         | X         |          |          |
| <b>Results</b>              | <b>10</b> | <b>0</b> | <b>1</b> |

**Carried**

**8.2 Public Works Fleet**

Moved by: Councillor C. Gardi  
 Seconded by: Councillor L. Vezeau-Allen

Whereas 45% of the Public Works winter maintenance fleet is over 9 years old and 23% is beyond its life expectancy; and

Whereas during the last month of winter control, Public Works has lost a trackless, 4 blowers and a snow plow to either repair or irreparable damage; and

Whereas the age of the winter control equipment makes the challenge of keeping the City streets free and clear of snow and ice more difficult; and

Whereas Public Works vehicle reserve is insufficient to replace the vehicles that need to be replaced across the entire public works department, including the vehicles needed for winter control and maintenance and whereas Public Works requested a budget increase of \$750,000 this year to address its vehicular needs but did not receive that increase;

Now Therefore Be It Resolved that Council direct staff to include a \$250,000 increase to the public works vehicle reserve in the 2020 preliminary budget with a view to providing further increases of \$250,000 in the 2021 and 2022 preliminary budgets respectively, pending a Fleet Services Program Review (planned for 2020).

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor L. Dufour        | X          |                |               |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor S. Hollingsworth |            |                | X             |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor C. Gardi         | X          |                |               |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      |

**Carried**

**8.3 Active Transportation**

Moved by: Councillor D. Hilsinger  
 Seconded by: Councillor M. Shoemaker

Whereas good mobility is essential to further developing our community’s economic growth, social equity, cultural vitality and environmental sustainability as outlined by FutureSSM; and

Whereas City Council desires to ensure that all residents, specifically including persons with disabilities, have access to safe, affordable, convenient, well designed and inter-connected transportation whether they choose to walk, cycle, use transit or drive a vehicle; and

Whereas the Sault Trails Advocacy Committee (STAC) is a citizen-based organization that encourages non-motorized mobility options in the community; and

Whereas the City approved a new Transportation Master Plan in 2015 which included recommendations on capacity improvements, investment in active transportation, implementation of the Cycling Master Plan and using a complete streets approach and road diets to meet the needs of all modes of travel; and

Whereas the City approved an Active Transportation Infrastructure Implementation Strategy in 2017; and

Whereas the City adopted a Transit Route Optimization Study in 2018;

Now Therefore Be It Resolved that City staff be requested to provide a report as part of the preliminary capital budget identifying how the Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented; and

Further that City staff be requested to provide a report for all new municipal facilities, new streets, and road reconstruction projects on how the principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor L. Dufour        | X          |                |               |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor S. Hollingsworth |            |                | X             |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor C. Gardi         | X          |                |               |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      |

**Carried**

**8.4 First Nation / Municipal Community Economic Development Initiative**

Moved by: Councillor M. Scott

Seconded by: Councillor C. Gardi

Whereas the Council for the Advancement of Native Development Officers (CANDO) and the Federation of Canadian Municipalities (FCM) have a First Nation – Municipal Community Economic Development Initiative (CEDI);

Whereas there is an opportunity for the City to submit an application with one of or both of Batchewana First Nation and Garden River First Nation to participate in the CEDI;

Whereas the City embraces the opportunity to partner with and work with either of or both of Batchewana First Nation and Garden River First Nation;

Now Therefore Be It resolved that City Council support the submission of an application to participate in the CEDI with either of or both of Batchewana First Nation and Garden River First Nation and directs staff to work with either of or both of them to complete and submit an application accordingly.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor L. Dufour        | X          |                |               |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor S. Hollingsworth |            |                | X             |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor C. Gardi         | X          |                |               |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      |

**Carried**

- 9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
- 10. Adoption of Report of the Committee of the Whole**
- 11. Consideration and Passing of By-laws**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that all By-laws under item 11 of the Agenda under date 2019 03 04 be approved save and except By-law 2019-40.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor L. Dufour        | X          |                |               |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor S. Hollingsworth |            |                | X             |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor C. Gardi         |            |                | X             |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>9</b>   | <b>0</b>       | <b>2</b>      |

**Carried**

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

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

**11.1.1 By-law 2019-36 (Parking) Municipal By-law Enforcement Officers**

Moved by: Councillor L. Vezeau-Allen  
 Seconded by: Councillor R. Niro

Resolved that By-law 2019-36 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 4th day of March, 2019.

**Carried**

**11.1.2 By-law 2019-37 (Agreement) AECOM Canada Ltd. South Market Storm Sewer**

Moved by: Councillor L. Vezeau-Allen  
 Seconded by: Councillor R. Niro

Resolved that By-law 2019-37 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for engineering services for the McNabb, South



Market, and Boundary Road storm sewers be passed in open Council this 4th day of March, 2019.

**Carried**

**11.1.3 By-law 2019-38 (Fire Routes) Amend By-law 2013-105**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2019-38 being a by-law to amend By-law 2013-105 a by-law to designate certain roadways as fire routes along which no parking of vehicles shall be permitted be passed in open Council this 4th day of March, 2019.

**Carried**

**11.1.4 By-law 2019-39 (Administration) Amend By-law 2017-242 Code of Conduct**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2019-39 being a by-law to amend By-law 2017-242 (a by-law to adopt a Code of Conduct for members of Council and Local Boards) be passed in open Council this 4th day of March, 2019.

**Carried**

**11.1.5 By-law 2019-40 (Police Services) Amending Fees for Services**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2019-40 being a by-law to amend Schedule "A" to By-law 2002-28 (a by-law to authorize the charging of fees for services and activities provided by the Police Services Board) be passed in open council this 4th day of March, 2019.

**Officially Read and Not Dealt With**

**11.1.6 By-law 2019-42 (Agreement) Art Gallery of Algoma Grant**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2019-42 being a by-law to authorize the execution of the Agreement between the City and Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785.00) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors be passed in open Council this 4th day of March, 2019.

**Carried**

**11.1.7 By-law 2019-43 (Agreement) Safe Communities Grant**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2019-43 being a by-law to authorize the execution of the Agreement between the City and Safe Communities Sault Ste. Marie for a grant in the amount of Forty Thousand (\$40,000.00) Dollars with the mission of making Sault Ste. Marie a safe place to live, learn, work and play by providing education and commitment to injury prevention be passed in open Council this 4th day of March, 2019.

**Carried**

**11.1.8 By-law 2019-44 (Agreement) Algoma University Grant**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2019-44 being a by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000.00) Dollars to assist in the provision of international recruitment and financial scholarships for local students be passed in open Council this 4th day of March, 2019.

**Carried**

**11.1.9 By-law 2019-45 (Agreement) Canadian Bushplane Heritage Centre Grant**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2019-45 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred and Seventy-Five Thousand (\$175,000.00) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 4th day of March, 2019.

**Carried**

**11.1.10 By-law 2019-46 (Agreement) Soo Pee Wee Grant**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2019-46 being a by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and

education property taxes for the Residential class assessed value once taxes are paid in full be passed in open Council this 4th day of March, 2019.

**Carried**

**11.1.11 By-law 2019-47 (Agreement) SSM Museum (49th Regiment) Grant**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2019-47 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society for a grant for up to Two Hundred Six Thousand and Ninety-One (\$206,091.00) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area be passed in open Council this 4th day of March, 2019.

**Carried**

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

**11.3.1 By-law 2018-224 (Local Improvement) Leo Avenue from Queen Street East to Victoria Avenue**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2018-224 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Leo Avenue from Queen Street East to Victoria Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the THIRD time and passed in open Council this 4th day of March, 2019.

**Carried**

**11.3.2 By-law 2018-225 (Local Improvement) Ruth Street from Franklin Street to East Limit**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2018-225 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Ruth Street from Franklin Street to east limit under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the THIRD time and passed in open Council this 4th day of March, 2019.

**Carried**

**11.3.3 By-law 2018-226 (Local Improvement) Second Avenue from Connaught Avenue to Second Line West**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2018-226 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Second Avenue from Connaught Avenue to Second Line West under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the THIRD time and passed in open Council this 4th day of March, 2019.

**Carried**

**12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**

Mark Brown requested permission to speak to Council without notice regarding email response from City Councillors; financial conflict of interest regarding negotiation of union contracts; and the Agenda Review Committee process. No motion was introduced to allow Mr. Brown to speak.

**13. Closed Session**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that this Council proceed into closed session to discuss two property acquisitions

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*

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor L. Dufour        | X          |                |               |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor S. Hollingsworth |            |                | X             |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor R. Niro          | X          |                |               |

|                     |           |          |          |
|---------------------|-----------|----------|----------|
| Councillor M. Bruni | X         |          |          |
| Councillor C. Gardi | X         |          |          |
| Councillor M. Scott | X         |          |          |
| <b>Results</b>      | <b>10</b> | <b>0</b> | <b>1</b> |

**Carried**

**14. Adjournment**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

| <b>Majority</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor L. Dufour        | X          |                |               |
| Councillor L. Vezeau-Allen  | X          |                |               |
| Councillor S. Hollingsworth |            |                | X             |
| Councillor D. Hilsinger     | X          |                |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor C. Gardi         | X          |                |               |
| Councillor M. Scott         | X          |                |               |
| <b>Results</b>              | <b>10</b>  | <b>0</b>       | <b>1</b>      |

**Carried**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy City Clerk

OFFICE OF THE MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

March 11, 2019

The Honourable Victor Fedeli  
Minister of Finance  
Frost Building South  
7 Queen's Park Cres., Seventh Floor  
Toronto, ON  
M7A 1Y7

The Honourable Greg Rickford  
Minister of Energy, Northern Development and Mines and  
Minister of Indigenous Affairs  
Whitney Block, Room 5630  
99 Wellesley St. W, Fifth Floor  
Toronto, ON  
M7A 1W1

Dear Minister Fedeli and Minister Rickford:

**RE: Withdrawal of NOHFC funding for FutureSSM**

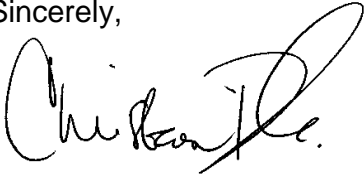
I acknowledge receipt of the notice of termination dated February 28, 2019 to Tom Vair, Deputy CAO – Community Development and Enterprise Services, advising of the withdrawal of support from the Northern Ontario Heritage Fund Corporation (NOHFC) for FutureSSM.

FutureSSM is a forward-looking community plan developed and supported by the broader community. While I am disappointed by and disagree with your government's decision not to support it, I am not writing in protest or complaint. I recognize that you both have a long history of serving Northern Ontario communities and that you are familiar with the challenges that we share. I have no doubt that both of you want to see Northern Ontario and its respective communities succeed.

I am confident that if you set aside some time to visit Sault Ste. Marie you would be impressed with what is happening across our community and inclined to support our efforts. To that end, as Cabinet Ministers, Members of Provincial Parliament who represent ridings in Northern Ontario and advocates for Northern Ontario, I invite you to come to Sault Ste. Marie to see some of the great things happening first hand. I would appreciate the opportunity to host you and I would ensure that your day is productive and your time is well spent.

In closing, I want to acknowledge that NOHFC has, for years, been a great partner for Northern Ontario. Its work has been instrumental to the development of community infrastructure, innovative technologies, expanded business opportunities and building economic capacity. There are numerous success stories in Sault Ste. Marie, and across Northern Ontario, made possible in part through the assistance and guidance provided by NOHFC. I look forward to continuing to work with it and you for the better of Northern Ontario.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian C. Provenzano". The signature is fluid and cursive, with a large initial "C" and a long, sweeping underline.

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

CC City Council  
Ross Romano, Sault Ste. Marie MPP

OFFICE OF THE MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

March 11, 2019

The Honourable Chrystia Freeland  
Minister of Foreign Affairs  
House of Commons  
Ottawa, ON  
K1A 0A6

Dear Minister Freeland:

**RE: US Tariffs on Canadian Steel and Aluminum**

Please accept this letter as an expression of my sincere appreciation for the time you and your Ministry's staff took to meet with me, Kalyan Ghosh and Laura Devoni about US steel tariffs.

As you are aware, Algoma Steel Inc. is a pillar of Sault Ste. Marie's community and while the community is working hard to minimize its economic dependence on it, we have a substantial way to go. Approximately 3,000 people are directly employed by Algoma Steel Inc., approximately 6,000 thousand people are indirectly employed by it and there are in and around 7,000 pensioners whose monthly income depends on it as a going concern. I cannot understate Algoma Steel's importance to our city, the region of Northern Ontario and the country's capacity to produce high quality steel product.

Our meeting left me confident that we share the same opinion on the US tariff, the basis upon which it is levied and the ultimate goal. I support your position to secure a complete tariff lift and commend the efforts you have made to date. I will make myself available to you at any time if I can be supportive of your efforts or helpful in any way. In the meantime, I will keep in regular contact with our Member of Parliament, Mr. Sheehan, and your office.

Sincerely,

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

CC City Council  
Terry Sheehan, Sault Ste. Marie MP  
Kalyan Ghosh, Algoma Steel CEO



OFFICE OF THE MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

December 5, 2018

SENT VIA EMAIL

Honourable Christine Elliott  
Minister of Health and Long-Term Care and Deputy Premier  
10<sup>th</sup> Floor, Hepburn Block  
80 Grosvenor St.  
Toronto, ON  
M7A 2C4

Ross Romano  
Sault Ste. Marie MPP  
390 Bay St., Suite 102  
Sault Ste Marie, ON  
P6A 1X2

Jeremy Stevenson  
North East Local Health Integration Network CEO  
555 Oak St. East, 3rd Floor  
North Bay, ON  
P1B 8E3

Dear Minister Elliott, MPP Romano and CEO Stevenson:

**RE: Sault Area Hospital Level III Withdrawal Management proposal  
Sault Area Hospital Addiction Medicine Consult Team proposal**

I am writing with respect to the two proposals provided by Sault Area Hospital: the Sault Area Hospital Level III Withdrawal Management proposal, and the Sault Area Hospital Addiction Medicine Consult Team proposal, both of which I understand were submitted in spring/fall of 2018.

I recently asked that the senior leadership at Sault Area Hospital provide me with an update on these efforts and this letter is a result of that conversation. I have copied the acting CEO of Sault Area Hospital to keep her apprised of my communication.

I understand that the Sault Area Hospital Level III Withdrawal Management proposal has the support of the NELHIN but is at the Ministry of Health and Long-Term Care for operating funding approval and that it has not yet received that approval.

I understand that the Addiction Medicine Consult Team proposal has been very well received and is generally accepted as a worthwhile approach to immediately addressing a very significant need in our community but that proposal has also not yet received approval.

I realize that the opioid epidemic is a problem across our region and province and that you have a responsibility to ensure that the projects your government funds meet a need and deliver value. However, in both of these proposals, you have concrete plans from the leadership in Sault Ste. Marie that are intended to address the mental health and addiction challenges being faced in our community and our region. The opioid crisis is of critical concern to the leadership and health care workers in our community, who are all doing the utmost with the resources currently at their disposal. Those resources are insufficient and we need your government to make the necessary commitments without any further delay.

Considering the amount of time the NELHIN and the Provincial Government have had these proposals, the approval process for the Level III Withdrawal Management proposal should be brought to a favourable conclusion and the Addiction Medicine Consult Team should be funded immediately.

I would appreciate the opportunity to discuss these matters with each of you as soon as your schedules will permit. I will make myself available at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian C. Provenzano". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

CC Ila Watson, Acting CEO SAH  
City Council

555 Oak Street East, 3rd Floor  
North Bay, ON P1B 8E3  
Tel: 705 840-2872 • Fax: 705 840-0142  
Toll Free: 1 866 906-5446  
www.nelhin.on.ca

555, rue Oak Est, 3e étage  
North Bay, ON P1B 8E3  
Téléphone : 705 840-2872  
Sans frais : 1 866 906-5446  
Télécopieur : 705 840-0142  
www.rlissne.on.ca

January 10, 2018

Mayor Christian Provenzano  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON  
P6A 5N1

[mayor.provenzano@cityssm.on.ca](mailto:mayor.provenzano@cityssm.on.ca)

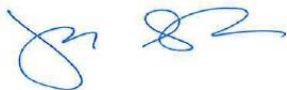
Dear Mayor Provenzano,

Thank you for your letter dated December 5, 2018. We are writing to provide you with updates regarding both of Sault Area Hospital's proposals, namely the Level III Withdrawal Management Services Proposal and the Addiction Medicine Consult Team.

**Level III Withdrawal Management Proposal:** we have been in discussions with the hospital and Health Capital Investment Branch to advance this proposal. The fundamental issue is without operating funds to support the newly submitted capital proposal it will not move forward. Sault Area Hospital could move forward with the original approved capital project which is at stage 2 within Community Health Capital Program. I will be travelling to Sault Ste Marie in the next couple of weeks when our senior leadership teams will be meeting to discuss these options to determine the best approach to deliver this service within Sault Ste. Marie. We are committed to address this need in your community.

**Addiction Medicine Consult Team Proposal:** we have examined the business case and commend the Sault Area Hospital team for identifying a model of care designed to support patients with addictions who are admitted to the Hospital. Models such as this could benefit people throughout the region of northeastern Ontario, and we are hopeful that as new provincial funding is announced we will be in a position to support this model of care in both Sault Ste. Marie and across our region.

Regards,



Jeremy Stevenson  
Chief Executive Officer, NE LHIN

cc.: Honourable Christine Elliott, Minister of Health and Long Term Care  
Ross Romano, Sault Ste. Marie MPP  
Ila Watson, CEO (i), Sault Area Hospital  
[j.allard@cityssm.on.ca](mailto:j.allard@cityssm.on.ca)

OFFICE OF THE MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

March 11, 2019

The Honourable Christine Elliott  
Minister of Health and Long-Term Care and Deputy Premier  
10<sup>th</sup> Floor, Hepburn Block  
80 Grosvenor St.  
Toronto, ON  
M7A 2C4

Dear Minister Elliott:

**RE: Sault Area Hospital Level III Withdrawal Management proposal  
Sault Area Hospital Addiction Medicine Consult Team proposal**

I am writing further to my letter of December 5th, 2018, attached hereto for your ease of reference.

The matters raised in my letter of December 5th, 2018, are still of pressing concern to myself, City Council and our community at large. I appreciate and understand that your schedule may not allow the time necessary to have a discussion with me. However, I would expect that one of your staff or a Ministry official can find the time to discuss the matters with me and provide me with an update on the status of these two very important projects. Both projects are of critical importance to Sault Ste. Marie and deserve, on their respective merits, to be addressed.

I look forward to hearing from your office or your delegate.

Sincerely,

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

CC City Council  
Ross Romano, Sault Ste. Marie MPP  
Jérémy Stevenson, NE LHIN Chief Executive Officer  
Ila Watson, SAH Interim President and CEO

OFFICE OF THE MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

March 11, 2019

Jérémy Stevenson  
North East Local Health Integration Network CEO  
555 Oak St. East, 3rd Floor  
North Bay, ON  
P1B 8E3

Dear Mr. Stevenson:

**RE: Sault Area Hospital Level III Withdrawal Management proposal  
Sault Area Hospital Addiction Medicine Consult team proposal**

I have your letter of January 10th, 2019, in response to mine of December 5th regarding the Sault Area Hospital Level III Withdrawal Management proposal and Sault Area Hospital Addiction Medicine Consult team proposal.

With respect to the Level III Withdrawal Management proposal, I understand that the North East LHIN cannot move forward unless and until the province provides the necessary operating funds. I have reached out to the Ministry of Health to discuss this matter and advocate for that funding.

With respect to Addiction Medicine Consult team, I find your response disappointing. I think it is positive that the LHIN would like to implement the Sault Ste. Marie proposal across Northern Ontario. I hope you are able to secure the funds to do so. However, as and until you do, I do not think the implementation of the Sault Ste. Marie proposal in Sault Ste. Marie should be delayed. The proposal was developed in Sault Ste. Marie by our very capable professionals to address an acute need in our community. Our community should not be made to wait until the resources are found to implement the model regionally.

I would appreciate a response from you outlining when you believe we can move forward with the Addiction Medicine Consult team in Sault Ste. Marie.

Sincerely,

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

CC City Council  
Ross Romano, Sault Ste. Marie MPP  
Ila Watson, SAH Interim President and CEO

OFFICE OF THE MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

March 12, 2019

Algoma Steel Inc.  
105 West Street  
Sault Ste. Marie, Ontario

Dear Mr. McQuade:

I am writing to congratulate you on your appointment of CEO of Algoma Steel Inc. You certainly bring a significant amount of experience to the role and our community.

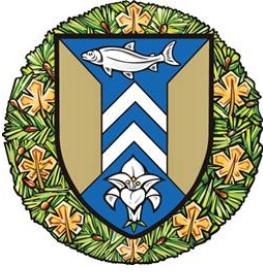
When I met with the new Board of Directors in December, 2018, I intended to impress upon it the importance of Algoma Steel to Sault Ste. Marie. I want to reiterate that message and confirm that the City and Algoma Steel have a long-standing and productive partnership. We are simply both better when we work together and you should be assured, as you start your tenure, that the City is committed to our partnership and Algoma Steel's success.

I would appreciate the opportunity to meet with you once you have had an opportunity to acclimatize yourself to the company's personnel and day-to-day operations.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Christian C. Provenzano'. The signature is fluid and cursive.

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



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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Al Horsman, CAO**

**DEPARTMENT: Chief Administrative Officer**

**RE: Physician Recruitment Committee – Renewal of Operating Service Agreement**

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**PURPOSE**

Seek approval to execute the Physician Recruitment Committee Operating Service Agreement through By-law 2019-41 found in the By-law section of the March 18, 2019 Council Agenda as executed by the CAO and Mayor as the designated Physician Recruitment Committee members.

**BACKGROUND**

At its meeting of May 28, 2001 Council passed a resolution to establish a Physician Recruitment Committee (PRC). The PRC was struck to work with the Sault Area Hospital (SAH) and Group Health Centre (GHC) to make recommendations to City Council regarding availability of physicians in the community. PRC also was to consider the potential need for the city to become more actively involved in physician recruitment. Since its establishment, the PRC developed a terms of reference, procedural protocols and recruitment policies (including incentives). It regularly provided progress reports to Council up to 2006 after which the reports were provided directly to the PRC Committee. Funding for the PRC was provided for through a multilateral operating service agreement executed through the Committee designated appointees for the respective parties.

At its meeting of October 11, 2016 Council approved the execution of a revised contribution agreement. At that time, the PRC recognized that the level of expenditure could be reduced to reflect past year's actual spending experiences. The approved operating service agreement sought a reduction in contributions for the executing parties to \$80,000 (\$20,000 less than previous years) for the City and \$60,000 for SAH and GHC respectively.

### **ANALYSIS**

Due to the expiration of the current agreement, the PRC has approved a new agreement to extend the contract for one more year as adjusted to have the executing parties contribute \$90,000 (City), \$65,000 (SAH) and \$65,000 (GHC) respectively to reflect increased costs. The PRC further determined that given funding pressures and concerns over the value achieved through this program that staff review and come back with recommendations on a new recruitment incentive model (if deemed necessary). This review is to include a consideration of potential financing options.

### **FINANCIAL IMPLICATIONS**

The City's annual contribution share is set at \$90,000. The GHC and SAH contributions would be \$65,000 each annually payable on June 1 this year. The Algoma West Academy of Medicine would continue to make satisfactory in-kind annual contributions. The City's share is paid from reserves and is provided for in the 2019 budget at \$80,000 (zero net levy). It is recommended that an additional \$10,000 be paid from reserves which will essentially be exhausted in 2019. Staff will report back with funding options to finance the City's 2020 contribution share once the PRC analysis is complete and as part of the 2020 Budget deliberations.

### **STRATEGIC PLAN / POLICY IMPACT**

This item directly relates to the Community Development and Quality of Life Strategic focus areas found in the 2016-2020 Corporate Strategic Plan.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

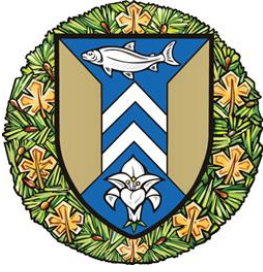
By-law 2019-41 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Al Horsman  
Chief Administrative Officer  
[cao.horsman@cityssm.on.ca](mailto:cao.horsman@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**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Al Horsman, CAO**

**DEPARTMENT: Chief Administrative Officer**

**RE: Police Services Contract for Prince Township**

---

**PURPOSE**

To seek Council approval to execute a new agreement between the City of Sault Ste. Marie and Prince Township for the provision of policing services.

**BACKGROUND**

As found in By-law 2014-66 attached the Corporation of the City of Sault Ste. Marie entered into an agreement with The Corporation of the Township of Prince in March, 2014 to provide policing services for a 5-year period. This agreement included an escalation clause such that over the period of the contract, payment for police services would come to equal the same cost incurred by Sault residents. This cost was defined as the reported policing expenditures divided by the number of residents. An amount currently equalling \$371.00 per Sault resident (using 2017 Provincial FIR data) as found in Appendix A that lists the per capita policing costs on the same FIR basis for all surrounding municipalities. As an immediate implementation of the full cost meant a significant increase to the Township's net levy for policing services, it was agreed that the adjustment would be brought in over the term of the contract and future agreements so executed by the two parties to mitigate the impact to Prince Township but be fair and equitable to City of Sault Ste. Marie residents. On December 19, 2017 Prince Township gave formal notice to end the contract effective December 31, 2018 explaining that the Township was going to instead contract with the Ontario Provincial Police (OPP).

**ANALYSIS**

The Township decided in September, 2018 that due primarily to the significant cost of the arrangement it had intended to enter into with the OPP was not possible and contacted Sault Ste. Marie Police Services (SSMPS) directly to determine if a new agreement could be entered into to have SSMPS continue to provide services after all.

On November 13, 2018, the new SSMPS Police Chief presented a service contract proposal to Prince Township as endorsed by the SSMPS Board. The Township approved at that time contracting to receive the policing services described. It was subsequently explained to both parties that under the Police Act, 2008 such agreements could only be entered into by the consenting municipalities and needed to describe the level as well as type of services to be provided. Until a new agreement could be forged, Council at its meeting of December 10, 2018 agreed to extend the existing 2014 contract between Prince Township and the City under existing provisions.

A draft contract has now been developed by SSMPS for Prince Township and City Council to consider and approve. This is found in By-Law 2019-54 located elsewhere on the agenda. There are four options Council could consider to address this matter.

**Option 1: Fee Equal to Sault Ste. Marie per Capita Cost**

Council could direct SSMPS to negotiate a higher fee for police services rendered that reflects per capital costs existing in Sault Ste. Marie and surrounding communities. This should include outlining policing services (e.g. cost per call) to be rendered to distinguish what is included in the lower per capita cost charged. This option is not supported by SSMPS staff and their Board as it is believed that a \$175,000 annual fee is reflective of services provided.

**Option 2: SSMPS Fee Recommendation**

Council could approve the new contract effective February 1, 2019 as recommended by the SSMPS Board at its meeting of February 28, 2019. If approved as amended the annual fee under this contract would be \$175,000 which has been included as a revenue in the 2019 Operating Budget for SSMPS. The City and Township currently have been operating under an extension of the previous contract approved by Council under By-law 2018-232 at its meeting of December 10, 2018 while SSMPS worked to draft and get Board approval for a new agreement. The increased payments of \$17,448 for January 2019 under the current contract extension provide for an additional in revenue of \$2,894 in 2019.

**Option 3: Graduate Fee Increase to Sault Ste. Marie per Capita**

Council could indicate that it wishes to return to the original agreement which provides a graduated scale to eventually align the Townships per capita costs with Sault Ste. Marie. Under the original contract that was set to be renewed in May 2019, the amount to be charged in 2019 was \$209,700 to increase by 10% each year extension (e.g. to \$230,700 in 2020). The graduated increases would still take several years to bring per capita costs in Prince Township to the \$371 per resident cost for policing services experienced in Sault Ste. Marie.

**Option 4: No Agreement**

Council could choose not to enter into an agreement and cease providing police services to Prince Township. Unfortunately, this would leave Prince Township without policing services unless it chooses to contract with the OPP or other provider. For the City it would represent a budget pressure of approximately \$122,656 in 2019 (or \$175,000 minus \$17,448 invoiced per month for January to March 2019).

**FINANCIAL IMPLICATIONS**

The 2019 Budget for SSMPS includes \$175,000 in revenue associated with the fee for service agreement recommended by the SSMPS Board. If the new contract is approved the City would receive \$177,894 in 2019 or \$2,894 over SSMPS' 2019 Budget.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

The relevant By-law 2019-54 is listed elsewhere on the Agenda and is recommended for approval

Respectfully submitted,



Al Horsman  
Chief Administrative Officer  
705.759.5347  
[cao.horsman@cityssm.on.ca](mailto:cao.horsman@cityssm.on.ca)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-66

**AGREEMENT:** (P2.2) A by-law to authorize the execution of an agreement between the City and The Corporation of the Township of Prince for the provisions of police protection 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 DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 24<sup>th</sup> day of March, 2014 and made between the City and The Corporation of the Township of Prince for the provisions of police protection services for the term commencing June 1, 2014 and ending May 31, 2019.

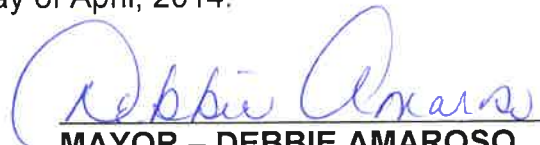
2. **SCHEDULE "A"**


Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 28<sup>th</sup> day of April, 2014.

  
MAYOR – DEBBIE AMAROSO

  
CITY CLERK – MALCOLM WHITE

Deputy City Clerk - Rachel Tyczinski

/cf/staff/by-laws/2014/2014-66 Police

# Schedule "A"

## AGREEMENT FOR THE PROVISION OF POLICE SERVICES

UNDER SECTION 6.1 OF THE POLICE SERVICES ACT,  
R.S.O 1990, c.P.15, as amended

THIS AGREEMENT made in triplicate this 24 day of March, 2014.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**(the "City")  
OF THE FIRST PART**

**-AND**

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**

**(the "Township")  
OF THE SECOND PART**

**WHEREAS** under section 4(1) of the Police Services Act, R.S.O. 1990 c. P.15, as amended (the "Act"), the Township is required to provide adequate and effective police services in accordance with its needs;

**AND WHEREAS** under section 5(1)(4) of the Act, the Township's responsibility for providing police services may be discharged by entering into an agreement with the council of another municipality to have its police services provided by the Police Services Board of the other municipality by entering into an agreement with the municipality under section 6.1 of the Act;

**AND WHEREAS** the Township has expressed its intent to provide police services, in pursuance of its responsibilities under section 5(1)(4) of the Act, by means of this Agreement, as evidenced by resolution, dated March 11, 2014 (attached as Schedule "A");

**AND WHEREAS** this Agreement reflects the intent of the parties to provide a level of police services for the Township as set out in the "Proposal For Policing Services" (attached as Schedule "B");

**AND WHEREAS** this agreement reflects the intent of the parties that the total annual cost of maintaining the Sault Ste. Marie Police Service, recovered from the residential tax levy, shall be proportionally applied to the residents of the Township.

**NOW THEREFORE**, in consideration of the premises and covenants herein, the parties agree as follows:

**DEFINITIONS**

1. In this agreement:
  - (a) "Board" means the Sault Ste. Marie Police Services Board
  - (b) "Chief of Police" means the Chief of Police of the Sault Ste. Marie Police Service

**GENERAL PROVISIONS**

2. The City shall provide adequate and effective police services in accordance with the needs of the Township in compliance with the terms and conditions of this Agreement.
3. The Township shall pay the City for the police service provided under this Agreement in accordance with the Agreement.
4. Pursuant to section 6.1(2) of the Act, the Township may select a person to advise the Board with respect to objectives and priorities for police services in the Township and the Board shall be receptive and respond appropriately to the objectives and priorities of the Township.
5. The Board shall cause the Chief of Police to report to the Township, at mutually agreed upon intervals, regarding the provision of police services in and for the Township.
6. The Township shall throughout the term of this Agreement appoint and maintain a person(s) to enforce the by-laws of the Township and the enforcement of such by-laws will be the exclusive jurisdiction of the Township and at cost to the Township exclusive to this Agreement.
7. The present agreement in place between the Township and the City regarding 911 service shall remain as is and exclusive to this Agreement.
8. The City agrees to provide to the Township a level of police service comparable to that provided to the residents of the City who reside in the more rural areas of the City and, more particularly such service shall be similar to the service provided at present to inhabitants of the City situated in that area bound by the prolongation of Base Line to the north and Airport Road to the east.

**COST OF POLICE SERVICES**

9. The Township agrees to pay to the City the following amounts for the said police services. The payments would therefore be as follows:

|                             |              |
|-----------------------------|--------------|
| June 1, 2014 – May 31, 2015 | \$143,249.00 |
| June 1, 2015 – May 31, 2016 | \$157,573.00 |
| June 1, 2016 – May 31, 2017 | \$173,331.00 |
| June 1, 2017 – May 31, 2018 | \$190,364.00 |
| June 1, 2018 – May 31, 2019 | \$209,730.00 |

10. The Township shall make quarterly installment payments to the City throughout the term of this Agreement on the last days of March, June, September and December in each year with the first installment being due June 30, 2014.
11. The cost of Special Duty officers for an event located within the geographic confines of the Township will be provided at a cost that it is in addition to this Agreement and such costs shall be collected directly from the Township.

**DISPUTE RESOLUTION MECHANISM**

12. In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this Agreement relative to operational or administrative issues, the Chief of Police, or his or her representative shall meet with the Township at the earliest opportunity to discuss the dispute. If the dispute remains unresolved it shall be referred to the Board at the earliest opportunity for resolution.

Where the issue is exclusively financial, the Council of the Township, or their representative, shall seek resolution through the office of the Chief Administrative Officer.

Where the issue is partially financial the council of the Township, or their representative, shall seek resolution to the financial portion of the issue through the office of the Chief Administrator for the City.

**NOTICE**

13. All correspondence or other notices related to the terms of the Agreement shall be delivered accordingly as set forth below:
- 1) Chief Administrative Officer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie ON P6A 5X6
  - 2) The Administrator  
The Corporation of the Township of Prince  
3042 Second Line West  
Sault Ste. Marie ON P6A 6K4
  - 3) Chief of Police  
Sault Ste. Marie Police Service  
580 Second Line East  
Sault Ste. Marie ON P6A 5L6

**COMMENCEMENT AND TERMINATION OF AGREEMENT**

14. This Agreement comes into force on the 1<sup>st</sup> day of June 2014, and shall conclude on the 31<sup>st</sup> day of May, 2019.
15. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Township shall continue to be obligated to pay for the cost of providing police services under this contract to and including the date of such termination and the City shall continue to be responsible to provide the services outlined in this Agreement.
16. Where the Township's designated responsibility to provide policing under section 5 of the Act be changed, either by statute or judicial interpretation, the Township maintains its right, upon being so informed, to give written notice of its intention to terminate this Agreement forthwith.
17. In the event that the Township fails to make any payment as set out in clauses 9 and 10 of this agreement, the City may, at its option and upon 30 days written notice to the Township, terminate this agreement.



**ENTIRE AGREEMENT**

- 18. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Township has affixed its Corporate Seal attested by the signature of its duly authorized signing officer and the Mayor as head of Council for the City has personally signed this Agreement to be effective as of the date set out herein.

FOR THE CITY:

\_\_\_\_\_  
MAYOR – DEBBIE AMAROSO

\_\_\_\_\_  
CITY CLERK – MALCOLM WHITE

FOR THE TOWNSHIP:

  
\_\_\_\_\_  
REEVE - KEN LAMMING

  
\_\_\_\_\_  
CLERK – PEGGY GRECO

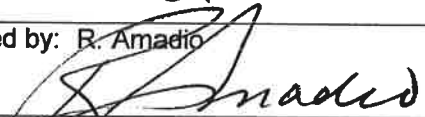

# Schedule A

The Corporation of the Township of Prince  
 3042 Second Line West,  
 PRINCE TOWNSHIP, ON P6A 6K4  
 Phone: 705-779-2992 Fax: 705-779-2725

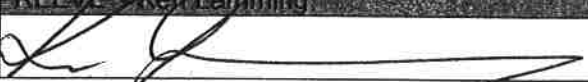

## COUNCIL RESOLUTION

Date: March 11th, 2014

AGENDA ITEM  
8 b)

|  |   |
|--|---|
| Resolution 2014 - 59   |   |
| Moved by: R. Amadio<br> | Seconded by: I. Chambers<br> |

Be it resolved that this Council hereby adopts By-Law 2014-10, being a by-law authorizing the Reeve and CAO/Administrator to enter into an agreement between the City of Sault Ste. Marie and the Township of Prince for the provision of police services, as presented.

| RESOLUTION RESULT   |                             | Mayor & Council  |  | YES | NO |
|---|-----------------------------|--|--|-----|----|
| <input checked="" type="checkbox"/>   | CARRIED                     | Ken Lamming  |  |     |    |
| <input type="checkbox"/>  | DEFEATED                    | Ron Amadio   |  |     |    |
| <input type="checkbox"/>  | DEFERRED                    | Ian Chambers   |  |     |    |
| <input type="checkbox"/>  | REFERRED                    |  |  |     |    |
| <input type="checkbox"/>  | PECUNIARY INTEREST DECLARED | David Yanni  |  |     |    |
| <input type="checkbox"/>  | RECORDED VOTE (SEE RIGHT)   | Amy Zuccato  |  |     |    |
| <input type="checkbox"/>  | WITHDRAWN                   |  |  |     |    |
| REEVE - Ken Lamming   |                             | CAO/ADMINISTRATOR - Peggy Greco  |  |     |    |
|  |                             |  |  |     |    |

The above is a certified to be true copy of resolution number 2014 - 59

  
 Peggy Greco  
 CAO/Administrator

**1. Prince Township Contract**

The Chief advised we received this draft from City Legal and the only change he was going to suggest, as per Mayor Provenzano's comments from the last meeting, the Chief has suggested the date be amended to February 1, 2019 in terms of billing. The Chief has asked Jeff King to amend this piece; otherwise he considered the agreement acceptable from his standpoint.

MOVED BY: L. Vezeau-Allen  
SECONDED BY: R. Webb

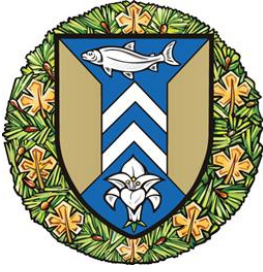
RESOLVED that the Board approve the agreement between the Township of Prince and the City of Sault of Sault Ste. Marie for services provided by the Sault Ste. Marie Police Service and agree to forward the matter to City Council for consideration. Carried.

**Appendix A**

|      | Sault Ste. Marie |                 | Prince         |                 | St. Joseph     |                 | Bruce Mines    |                 | Blind River    |                 | Wawa           |                 | Sudbury        |                 | Thunder Bay    |                 | Timmins        |                 | North Bay      |                 |
|------|------------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|-----------------|
| Year | Total Expenses   | Cost per Capita | Total Expenses | Cost per Capita | Total Expenses | Cost per Capita | Total Expenses | Cost per Capita | Total Expenses | Cost per Capita | Total Expenses | Cost per Capita | Total Expenses | Cost per Capita | Total Expenses | Cost per Capita | Total Expenses | Cost per Capita | Total Expenses | Cost per Capita |
| 2012 | 25,483,817       | 337             | 118,005        | 114             | 104,982        | 89              | 173,513        | 307             | 1,257,465      | 344             | 1,415,523      | 537             | 47,369,976     | 293             | 38,128,725     | 352             | 12,804,425     | 297             | 15,831,399     | 295             |
| 2013 | 26,051,535       | 346             | 126,676        | 123             | 87,429         | 74              | 151,218        | 267             | 1,305,325      | 358             | 1,450,574      | 489             | 49,967,163     | 309             | 41,509,536     | 383             | 12,968,123     | 300             | 16,304,715     | 304             |
| 2014 | 26,939,892       | 359             | 183,356        | 178             | 120,756        | 101             | 195,441        | 345             | 781,674        | 214             | 1,536,531      | 518             | 51,165,375     | 316             | 42,945,392     | 396             | 14,270,931     | 331             | 16,937,541     | 316             |
| 2015 | 26,271,692       | 350             | 197,077        | 191             | 161,532        | 134             | 178,977        | 316             | 827,391        | 231             | 1,360,445      | 459             | 52,530,765     | 324             | 42,812,301     | 395             | 15,016,621     | 348             | 17,691,865     | 330             |
| 2016 | 26,095,519       | 356             | 217,543        | 215             | 220,866        | 178             | 153,320        | 271             | 969,121        | 392             | 1,238,279      | 426             | 55,045,465     | 341             | 51,852,915     | 481             | 15,337,299     | 367             | 18,273,280     | 354             |
| 2017 | 28,531,982       | 389             | 241,013        | 239             | 271,461        | 219             | 125,013        | 221             | 1,024,869      | 295             | 1,068,794      | 409             | 56,717,444     | 351             | 45,144,415     | 418             | 15,749,850     | 377             | 18,390,130     | 357             |

| Year | Total Expenses<br>less Program<br>Support | Cost per Capita<br>less Program<br>Support | Total Expenses<br>less Program<br>Support | Cost per Capita<br>less Program<br>Support | Total Expenses<br>less Program<br>Support | Cost per Capita<br>less Program<br>Support | Total Expenses<br>less Program<br>Support | Cost per Capita<br>less Program<br>Support | Total Expenses<br>less Program<br>Support | Cost per Capita<br>less Program<br>Support | Total Expenses<br>less Program<br>Support | Cost per Capita<br>less Program<br>Support | Total Expenses<br>less Program<br>Support | Cost per Capita<br>less Program<br>Support | Total Expenses<br>less Program<br>Support | Cost per Capita<br>less Program<br>Support | Total Expenses<br>less Program<br>Support | Cost per Capita<br>less Program<br>Support | Total Expenses<br>less Program<br>Support | Cost per Capita<br>less Program<br>Support |
|------|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|
| 2012 | 24,542,966                                | 324  | 118,005                                   | 114  | 93,653                                    | 79   | 150,760                                   | 266  | 1,257,465                                 | 344  | 1,415,523                                 | 537  | 46,104,466                                | 285  | 37,344,915                                | 345  | 12,536,612                                | 290  | 15,831,399                                | 295  |
| 2013 | 25,042,272                                | 332  | 126,676                                   | 123  | 78,158                                    | 67   | 151,218                                   | 267  | 1,305,325                                 | 358  | 1,450,574                                 | 489  | 48,699,393                                | 301  | 41,098,561                                | 379  | 12,869,038                                | 298  | 16,304,715                                | 304  |
| 2014 | 25,894,782                                | 345  | 137,823                                   | 134  | 109,916                                   | 92   | 160,924                                   | 284  | 781,674                                   | 214  | 1,536,531                                 | 518  | 49,900,557                                | 308  | 42,651,245                                | 394  | 14,121,321                                | 327  | 16,937,541                                | 316  |
| 2015 | 25,235,213                                | 336  | 151,605                                   | 147  | 146,076                                   | 122  | 145,661                                   | 257  | 827,391                                   | 231  | 1,360,445                                 | 459  | 51,225,399                                | 316  | 42,418,053                                | 391  | 14,601,870                                | 338  | 17,691,865                                | 330  |
| 2016 | 25,019,892                                | 341  | 166,765                                   | 165  | 198,696                                   | 160  | 127,465                                   | 225  | 969,121                                   | 392  | 1,238,279                                 | 426  | 53,745,076                                | 333  | 51,425,089                                | 477  | 14,963,645                                | 358  | 18,273,280                                | 354  |
| 2017 | 27,230,770                                | 371  | 183,267                                   | 181  | 246,168                                   | 199  | 113,180                                   | 200  | 1,024,869                                 | 295  | 1,068,794                                 | 409  | 55,411,987                                | 343  | 44,812,576                                | 415  | 15,361,633                                | 368  | 18,390,130                                | 357  |



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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO:** Mayor Christian Provenzano and Members of City Council

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

**DEPARTMENT:** Corporate Services

**RE:** 2019 Tax Rates

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**PURPOSE**

The purpose of this report is to provide tax rate options for 2019. Staff is seeking Council approval of the recommended option.

**BACKGROUND**

Council approved the 2019 Operating Budget levy of \$114,995,220 on February 5, 2019. The Long Term Tax Policy approved by Council on November 21, 2016 sets out Council's objectives in setting the annual tax policy.

**ANALYSIS**

The fundamental purpose of the tax policy is to assist in the achievement of municipal goals and objectives by controlling the distribution of taxes between property classes. The Long Term Tax Policy recognized that significant decreases in the industrial and commercial assessment since 2007 lead to inequitable tax ratios for those classes. It also recommended a review of the next reassessment for 2021 for assessment base stabilization to determine if directed decreases can occur at that time. Directed reduction to the Industrial and Commercial classes may also occur from overall real net assessment growth in excess of 1% in the interim.

Staff's general objectives for 2019 tax rates are:

- Residential class increase equal to or less than total levy increase (3.54%)
- Proactively balance tax distribution to provide for the tax ratios of the Industrial and Commercial classes to be less than previous year
- Manage inter-class assessment shifts where possible

Tax ratios must be set within the guidelines prescribed by the Province. The Municipal Act provides a range of tax policy tools to municipalities to alter the tax burdens both within and between tax classes. The tools provide the following options:

- Adopt the current tax ratios (starting ratios)
- Adopt revenue neutral ratios to mitigate the assessment related tax shifts between classes
- Establish a new ratio that is closer to or within the Range of Fairness

Tax ratio scenarios for 2019 tax rates are shown in Appendix A.

Constraining Factors Considered In Analysis:

- Assessment growth for 2018 is only 0.22% (2017: 0.78%), resulting in new municipal revenue of approximately \$237,000 (2017: \$883,500). New municipal revenue helps offset the levy increase. Low growth reduces the ability to balance tax rate objectives and manage inter-class assessment shifts. The historical trend is shown in Appendix B.
- Multi-Residential 2017-2020 Reassessment resulted in a significant inter-class shift of tax burden to the class. The 2019 assessment phase-in is over 9%, before considering the effect of the levy increase for the year. The 2018 tax rates managed this shift in year by reducing the tax ratio of the class to 1.1, within the Range of Fairness (1.0 to 1.1).

There are a substantial number of assessment appeals currently under review with MPAC for the multi-residential class. Revenue-earning potential determines the assessment of multi-residential properties. Property transactions from 2017 to current reflect selling prices close or in excess of the CVA. Substantial changes are not anticipated to the assessments under appeal and therefore the inter-class shift of tax burden should be managed where possible.

#### Summary of Tax Ratio Options:

##### *Starting Ratios*

The current tax ratios, or starting ratios, reflect a residential tax increase that is less than the total levy increase as well it reduces the commercial and industrial tax ratios slightly. The reassessment phase-in and levy increase result in the multi-residential class experiencing a 10.33% tax increase. This increase does not align to the objectives of the Rental Housing Community Plan (CIP) to attract significant investment and increase the tax base in the multi-residential class.

### *Revenue Neutral Ratios*

Revenue Neutral Ratios are used to mitigate tax shifts due to reassessment. This option will reduce the multi-residential tax increase to 3.92%, but will transfer the tax burden mainly to the residential class, resulting in tax change in excess of the total levy increase of 3.54%. The Industrial class will also experience a ratio increase and will not meet the general objective of reducing the class ratio. Commercial classes reflect ratio decreases and thus meet the general objectives.

### *Alternate Ratios*

As neither the Starting Ratio nor Revenue Neutral Ratio scenarios provide a balance with the general objectives for the 2019 tax rates, review of an alternate ratio scenario was analyzed. The alternate ratio scenario uses starting ratios and decreases the multi-residential ratio within the range of fairness. The cap for the reduction was the residential class increase equal to the total levy increase of 3.54%. Although the multi-residential tax increase is still high due to assessment changes, it has been mitigated to some extent while also balancing the objectives of the other tax classes. As noted previously in the report, low growth limits the ability to mitigate the tax shift in the multi-residential class further.

The above analysis does not include the effect of education taxes, which the City collects on behalf of the Province, or tax capping. Tax capping has in-class implications and does not affect the overall tax ratios of the classes. The tax capping recommendations and by-law will be included at a subsequent Council meeting.

Staff is recommending the Alternate Ratio Scenario as it will meet all of the general objectives for 2019 tax rates. It also manages the tax shift due to reassessment in the multi-residential class as much as possible while still balancing the distribution of taxes between the other classes. The dollar and percentage tax change for the median property (midpoint) for various classes are shown in Appendix A.

Under the recommended Alternate Ratio Scenario, 70.5% of the residential properties will have less than a \$100 increase, with an average change of \$59.

### **FINANCIAL IMPLICATIONS**

The setting of the 2019 tax policy does not affect the levy requirement for 2019. The only implication is the distribution of the levy amongst the tax classes.

### **STRATEGIC PLAN / POLICY IMPACT**

This is an administrative item not articulated in the Corporate Strategic Plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

The report of the Chief Financial Officer & Treasurer dated March 18, 2019 regarding the 2019 Tax Rates be received and that the Alternate Ratios be approved as follows:

- Starting ratios adjusted to reflect a tax ratio of 1.08200 for the Multi-residential property tax class

Respectfully submitted,



Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer



|                        |              |
|------------------------|--------------|
| 2019 Levy Increase     | 3.54%        |
| 2018 Assessment Growth | 0.22%        |
| <b>Tax increase</b>    | <b>3.32%</b> |

green meets objectives  
red objectives not met

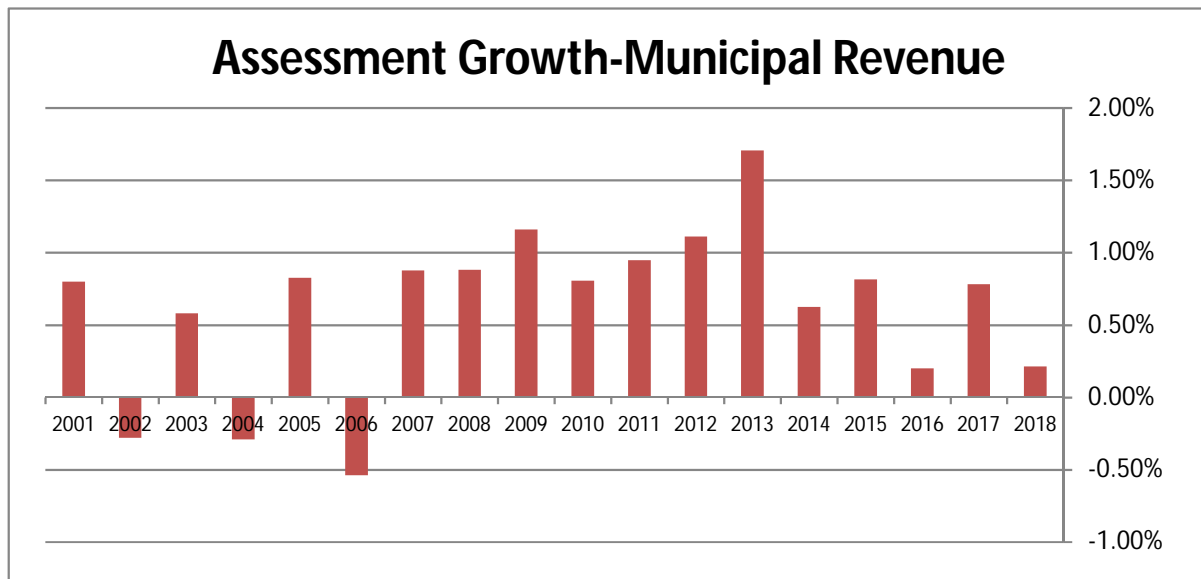
| Class                            | 2018            |                     | Starting Ratios      |                            |           |                        |           | Revenue Neutral Ratios |                            |           |                        |            | Alternate Ratios - Multi-residential reduction within Range of Fairness |                            |           |                        |          |
|----------------------------------|-----------------|---------------------|----------------------|----------------------------|-----------|------------------------|-----------|------------------------|----------------------------|-----------|------------------------|------------|---|----------------------------|-----------|------------------------|----------|
|                                  | Tax Ratios      | % of tax            | Municipal            | Chg from 2018 after growth | Tax Ratio | Change from 2018 ratio | % of tax  | Municipal              | Chg from 2018 after growth | Tax Ratio | Change from 2018 ratio | % of tax   | Municipal   | Chg from 2018 after growth | Tax Ratio | Change from 2018 ratio | % of tax |
| <b>Taxable</b>                   |                 |                     |                      |                            |           |                        |           |                        |                            |           |                        |            |   |                            |           |                        |          |
| Residential                      | 1.000           | 63.1%               | 72,657,948           | 3.45%                      | 1.000     | 0.000                  | 63.2%     | 72,980,509             | 3.91%                      | 1.000     | 0.000                  | 63.5%      | 72,719,645  | 3.54%                      | 1.000     | 0.000                  | 63.2%    |
| Multi-residential                | 1.100           | 4.9%                | 5,962,716            | 10.33%                     | 1.100     | 0.000                  | 5.2%      | 5,615,802              | 3.92%                      | 1.031     | -0.069                 | 4.9%       | 5,870,138   | 8.62%                      | 1.082     | -0.018                 | 5.1%     |
| Com. Occupied                    | 2.194           | 17.5%               | 19,917,657           | 2.46%                      | 2.183     | -0.011                 | 17.3%     | 19,820,733             | 1.96%                      | 2.163     | -0.031                 | 17.2%      | 19,934,571  | 2.55%                      | 2.183     | -0.011                 | 17.3%    |
| Com. Exc. Land                   | 1.536           | 0.1%                | 129,738              | 3.19%                      | 1.528     | -0.008                 | 0.1%      | 129,106                | 2.69%                      | 1.514     | -0.022                 | 0.1%       | 129,848   | 3.28%                      | 1.528     | -0.008                 | 0.1%     |
| Shopping Occ.                    | 2.329           | 4.2%                | 4,795,384            | 1.89%                      | 2.317     | -0.012                 | 4.2%      | 4,772,052              | 1.40%                      | 2.296     | -0.033                 | 4.1%       | 4,799,453   | 1.98%                      | 2.317     | -0.012                 | 4.2%     |
| Shopping Exc.                    | 1.630           | 0.0%                | 0                    | 0.00%                      | 1.622     | -0.008                 | 0.0%      | 0                      | 0.00%                      | 1.607     | -0.023                 | 0.0%       | 0   | 0.00%                      | 1.622     | -0.008                 | 0.0%     |
| Office Occupied                  | 3.050           | 0.6%                | 672,686              | 6.08%                      | 3.035     | -0.015                 | 0.6%      | 669,413                | 5.56%                      | 3.006     | -0.044                 | 0.6%       | 673,257   | 6.17%                      | 3.035     | -0.015                 | 0.6%     |
| Office Exc. Land                 | 2.135           | 0.0%                | 0                    | 0.00%                      | 2.124     | -0.011                 | 0.0%      | 0                      | 0.00%                      | 2.105     | -0.030                 | 0.0%       | 0   | 0.00%                      | 2.124     | -0.011                 | 0.0%     |
| Parking/Vac. Land                | 1.622           | 0.5%                | 544,427              | 6.73%                      | 1.614     | -0.008                 | 0.5%      | 541,778                | 6.21%                      | 1.599     | -0.023                 | 0.5%       | 544,888   | 6.82%                      | 1.614     | -0.008                 | 0.5%     |
| Ind. Occupied                    | 4.719           | 2.3%                | 2,677,397            | 3.27%                      | 4.695     | -0.024                 | 2.3%      | 2,717,508              | 4.82%                      | 4.744     | 0.025                  | 2.4%       | 2,679,668   | 3.36%                      | 4.695     | -0.024                 | 2.3%     |
| Ind. Exc. Land                   | 3.067           | 0.0%                | 32,221               | 4.41%                      | 3.052     | -0.015                 | 0.0%      | 32,703                 | 5.97%                      | 3.084     | 0.017                  | 0.0%       | 32,248  | 4.50%                      | 3.052     | -0.015                 | 0.0%     |
| Ind. Vac. Land                   | 3.067           | 0.2%                | 274,754              | 5.18%                      | 3.052     | -0.015                 | 0.2%      | 278,871                | 6.76%                      | 3.084     | 0.017                  | 0.2%       | 274,987   | 5.27%                      | 3.052     | -0.015                 | 0.2%     |
| Large Ind. Occ.                  | 8.380           | 5.9%                | 6,485,741            | -0.75%                     | 8.338     | -0.042                 | 5.6%      | 6,582,944              | 0.73%                      | 8.426     | 0.045                  | 5.7%       | 6,491,248   | -0.67%                     | 8.338     | -0.042                 | 5.6%     |
| Large Ind. Exc.                  | 5.447           | 0.1%                | 127,521              | -0.77%                     | 5.420     | -0.028                 | 0.1%      | 129,432                | 0.72%                      | 5.477     | 0.029                  | 0.1%       | 127,629   | -0.68%                     | 5.420     | -0.028                 | 0.1%     |
| Landfills                        | 2.013           | 0.0%                | 0                    | 0.00%                      | 1.945     | -0.068                 | 0.0%      | 0                      | 0.00%                      | 1.945     | -0.068                 | 0.0%       | 0   | 0.00%                      | 1.945     | -0.068                 | 0.0%     |
| Pipelines                        | 2.094           | 0.6%                | 702,150              | 2.81%                      | 2.094     | 0.000                  | 0.6%      | 709,423                | 3.87%                      | 2.106     | 0.012                  | 0.6%       | 702,745   | 2.90%                      | 2.094     | 0.000                  | 0.6%     |
| Farm                             | 0.250           | 0.0%                | 7,251                | 9.53%                      | 0.250     | 0.000                  | 0.0%      | 7,283                  | 10.01%                     | 0.250     | 0.000                  | 0.0%       | 7,257   | 9.62%                      | 0.250     | 0.000                  | 0.0%     |
| Managed Forests                  | 0.250           | 0.0%                | 7,631                | 4.71%                      | 0.250     | 0.000                  | 0.0%      | 7,664                  | 5.17%                      | 0.250     | 0.000                  | 0.0%       | 7,637   | 4.80%                      | 0.250     | 0.000                  | 0.0%     |
| <b>Total Taxable</b>             |                 |                     | <b>114,995,220</b>   | <b>3.32%</b>               |           |                        |           | <b>114,995,220</b>     | <b>3.32%</b>               |           |                        |            | <b>114,995,220</b>  | <b>3.32%</b>               |           |                        |          |
| <b>Median/Typical Property</b>   | <b>2019 CVA</b> | <b>% CVA change</b> | <b>\$ Tax Change</b> | <b>% Tax Change</b>        |           |                        |           | <b>\$ Tax Change</b>   | <b>% Tax Change</b>        |           |                        |            | <b>\$ Tax Change</b>  | <b>% Tax Change</b>        |           |                        |          |
| Single Family Dwelling           | 192,250         | 2.53%               | \$77.15              | 3.02%                      |           |                        | \$88.82   | 3.48%                  |                            |           |                        | \$79.39    | 3.11%   |                            |           |                        |          |
| Apartment Building               | 1,465,250       | 9.63%               | \$2,031.62           | 10.16%                     |           |                        | \$749.88  | 3.75%                  |                            |           |                        | \$1,689.57 | 8.45%   |                            |           |                        |          |
| Small Office Building            | 287,750         | 0.79%               | (\$47.25)            | -0.56%                     |           |                        | (\$88.28) | -1.04%                 |                            |           |                        | (\$40.09)  | -0.47%  |                            |           |                        |          |
| Small Retail Commercial Property | 226,000         | 3.20%               | \$118.32             | 1.82%                      |           |                        | \$86.10   | 1.32%                  |                            |           |                        | \$123.95   | 1.91%   |                            |           |                        |          |
| Standard Industrial Property     | 609,825         | 1.63%               | \$104.48             | 0.27%                      |           |                        | \$680.52  | 1.78%                  |                            |           |                        | \$137.13   | 0.36%   |                            |           |                        |          |

The median or typical property in each group represents a property with an assessed value at or near the midpoint or median for the group and a per cent change in assessment for the year at or near the median for the group.

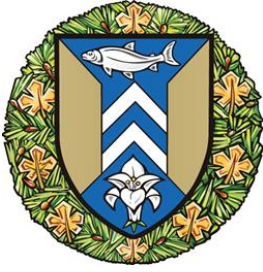
Analysis based upon assessment data as of March 6, 2019

Excludes Capping

| YEAR          | GROWTH %   |                   | Municipal \$ |
|---------------|------------|-------------------|--------------|
|               | Assessment | Municipal Revenue |              |
| 2018          | 0.34%      | 0.21%             | 237,284      |
| 2017 (note 1) | 0.83%      | 0.78%             | 883,457      |
| 2016          | 0.14%      | 0.20%             | 208,229      |
| 2015          | 0.90%      | 0.82%             | 831,383      |
| 2014          | 0.73%      | 0.62%             | 622,696      |
| 2013          | 1.36%      | 1.71%             | 1,678,582    |
| 2012          | 1.13%      | 1.11%             | 1,059,399    |
| 2011          | 1.11%      | 0.95%             | 870,846      |
| 2010          | 0.78%      | 0.81%             | 705,252      |
| 2009          | 0.93%      | 1.16%             | 969,347      |
| 2008          | 0.96%      | 0.88%             | 709,320      |
| 2007          | 0.85%      | 0.88%             | 686,150      |
| 2006          | 0.03%      | -0.54%            | -408,855     |
| 2005          | 0.94%      | 0.83%             | 590,885      |
| 2004          |            | -0.29%            | (203,206)    |
| 2003          |            | 0.58%             | 379,255      |
| 2002          |            | -0.28%            | (170,326)    |
| 2001          |            | 0.80%             | 480,017      |



Note 1: Includes Payment In Lieu of Taxes due to Casino property change from PIL to Taxable



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

March 18, 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 Honoraria and Expenses-Mayor & Council and Board & Committee Members

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**PURPOSE**

The purpose of this report is to provide a summary of 2018 Honoraria and Expenses.

**BACKGROUND**

In accordance with Section 284(1) of The Municipal Act, the Treasurer shall in each year on or before March 31 provide to council an itemized statement on remuneration and expenses paid in the previous year to

- Mayor and Council, and
- Board and Committee Members

**ANALYSIS**

Not applicable.

**FINANCIAL IMPLICATIONS**

Honoraria and expenses are within the approved budget.

**STRATEGIC PLAN / POLICY IMPACT**

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

2018 Honoraria and Expenses

2019 03 19

Page 2.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer dated 2019 03 18 concerning 2018 Honoraria and Expenses (Mayor, Council, Board and Committee Members) be received as information

Respectfully submitted,

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

Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer

The Corporation of the City of Sault Ste. Marie  
Finance Department

**Summary of Honoraria and Expenses paid during 2018  
for Mayor & Council, Board and Committee Members**

**Mayor**

|               |                              |                  |           |
|---------------|------------------------------|------------------|-----------|
| C. Provenzano | - Honorarium                 | 72,220.60        |           |
|               | - Car Allowance              | 4,715.09         |           |
|               |                              | <u>76,935.69</u> |           |
|               | - Travel - Noront Submission | 1,483.86         |           |
|               | - Empowering Smart Cities    | 891.13           |           |
|               | - PDAC Conference            | 713.50           |           |
|               | - OLG Meeting                | 352.34           |           |
|               | - Sault Summit               | 1,097.65         |           |
|               | - FCM Annual Conference      | 2,268.10         |           |
|               | - Steel Summit               | 929.96           |           |
|               | - Immigration Meeting        | 1,165.27         |           |
|               | - Tariff Public Forum        | 639.17           |           |
|               |                              | <u>9,540.98</u>  | 86,476.67 |

**Councillors**

|                  |                                       |                  |           |
|------------------|---------------------------------------|------------------|-----------|
| M. Bruni         | - Honorarium                          | 23,208.80        |           |
|                  | - Car Allowance                       | 2,618.59         |           |
|                  |                                       | <u>25,827.39</u> | 25,827.39 |
| S. Butland       | - Honorarium                          | 21,389.40        |           |
|                  | - Car Allowance                       | 2,395.58         |           |
|                  |                                       | <u>23,784.98</u> |           |
|                  | - Travel - FCM Annual Conference      | 2,187.94         |           |
|                  | - Northern Ontario Business Awards    | 639.17           |           |
|                  | - AMO Conference                      | 1,253.34         |           |
|                  |                                       | <u>4,080.45</u>  | 27,865.43 |
| P. Christian     | - Honorarium                          | 23,208.80        |           |
|                  | - Car Allowance                       | 2,618.59         |           |
|                  |                                       | <u>25,827.39</u> |           |
|                  | - Travel - Sault Summit               | 837.41           | 26,664.80 |
| F. Fata          | - Honorarium                          | 21,389.40        |           |
|                  | - Car Allowance                       | 2,395.58         |           |
|                  |                                       | <u>23,784.98</u> | 23,784.98 |
| U. Grandinetti   | - Honorarium                          | 21,389.40        |           |
|                  | - Car Allowance                       | 2,395.58         |           |
|                  |                                       | <u>23,784.98</u> | 23,784.98 |
| S. Hollingsworth | - Honorarium                          | 23,208.80        |           |
|                  | - Car Allowance                       | 2,618.59         |           |
|                  |                                       | <u>25,827.39</u> |           |
|                  | - Travel - Great Lakes Economic Forum | 517.70           | 26,345.09 |
| J. Hupponen      | - Honorarium                          | 21,389.40        |           |
|                  | - Car Allowance                       | 2,395.58         |           |
|                  |                                       | <u>23,784.98</u> | 23,784.98 |

**Summary of Honoraria and Expenses paid during 2018  
for Mayor & Council, Board and Committee Members**

|                 |                                    |                  |           |
|-----------------|------------------------------------|------------------|-----------|
| J. Krmpotich    | - Honorarium                       | 21,389.40        |           |
|                 | - Car Allowance                    | <u>2,395.58</u>  | 23,784.98 |
| S. Myers        | - Honorarium                       | 21,389.40        |           |
|                 | - Car Allowance                    | <u>2,395.58</u>  | 23,784.98 |
| R. Niro         | - Honorarium                       | 23,208.80        |           |
|                 | - Car Allowance                    | <u>2,618.59</u>  | 25,827.39 |
| M. Shoemaker    | - Honorarium                       | 23,208.80        |           |
|                 | - Car Allowance                    | <u>2,618.59</u>  | 25,827.39 |
| L. Turco        | - Honorarium                       | 21,389.40        |           |
|                 | - Car Allowance                    | <u>2,395.58</u>  |           |
|                 |                                    | <u>23,784.98</u> |           |
|                 | - Travel - AMO Board Meetings      | 2,376.85         |           |
|                 | - AMO Board Meetings (Paid by AMO) | 1,218.07         |           |
|                 | - AMO Conference                   | 1,453.17         |           |
|                 |                                    | <u>5,048.09</u>  | 28,833.07 |
| D. Hilsinger    | - Honorarium                       | 1,819.40         |           |
|                 | - Car Allowance                    | <u>223.01</u>    | 2,042.41  |
| L. Dufour       | - Honorarium                       | 1,819.40         |           |
|                 | - Car Allowance                    | <u>223.01</u>    | 2,042.41  |
| C. Gardi        | - Honorarium                       | 1,819.40         |           |
|                 | - Car Allowance                    | <u>223.01</u>    | 2,042.41  |
| L. Vezeau-Allen | - Honorarium                       | 1,819.40         |           |
|                 | - Car Allowance                    | <u>223.01</u>    | 2,042.41  |
| M. Scott        | - Honorarium                       | 1,819.40         |           |
|                 | - Car Allowance                    | <u>223.01</u>    | 2,042.41  |

**Committee of Adjustment**

|             |              |  |          |
|-------------|--------------|--|----------|
| A. Gualazzi | - Honorarium |  | 989.04   |
| S. Meades   | - Honorarium |  | 989.04   |
| J. Moore    | - Honorarium |  | 1,235.00 |
| A. Rossi    | - Honorarium |  | 989.04   |

**Committee of Revision**

|             |              |  |       |
|-------------|--------------|--|-------|
| N. Bailey   | - Honorarium |  | 68.26 |
| E. Filice   | - Honorarium |  | 68.26 |
| L. Robibaro | - Honorarium |  | 70.17 |

**Summary of Honoraria and Expenses paid during 2018  
for Mayor & Council, Board and Committee Members**

|          |              |      |
|----------|--------------|------|
| G. Lebel | - Honorarium | 0.00 |
|----------|--------------|------|

**Fence Viewers Committee**

|           |              |      |
|-----------|--------------|------|
| E. Filice | - Honorarium | 0.00 |
|-----------|--------------|------|

|            |              |      |
|------------|--------------|------|
| R. O'Neill | - Honorarium | 0.00 |
|------------|--------------|------|

|             |              |      |
|-------------|--------------|------|
| L. Robibaro | - Honorarium | 0.00 |
|-------------|--------------|------|

**Police Services Board**

|            |              |          |
|------------|--------------|----------|
| J.A. Bruno | - Honorarium | 1,784.12 |
|------------|--------------|----------|

|              |              |          |
|--------------|--------------|----------|
| D. Hilsinger | - Honorarium | 2,058.94 |
|--------------|--------------|----------|

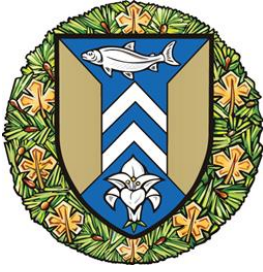
|         |              |          |
|---------|--------------|----------|
| R. Webb | - Honorarium | 1,784.12 |
|---------|--------------|----------|

**Residential Standards Committee**

|           |              |       |
|-----------|--------------|-------|
| N. Bailey | - Honorarium | 34.14 |
|-----------|--------------|-------|

|            |              |       |
|------------|--------------|-------|
| C. O'Brien | - Honorarium | 41.20 |
|------------|--------------|-------|

|             |              |       |
|-------------|--------------|-------|
| L. Robibaro | - Honorarium | 34.14 |
|-------------|--------------|-------|



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

**C O U N C I L   R E P O R T**

March 18, 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:** Rolling Pictures Company Economic Diversification Fund (EDF) Agreement

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**PURPOSE**

The purpose of this report is to seek Council's approval to authorize staff to sign the agreement with Rolling Pictures Company (RPC) outlining the City's EDF contribution to the project to construct a high-end post-production facility that will provide non-client services to clients in large urban markets.

**BACKGROUND**

At the December 10<sup>th</sup>, 2018 Council meeting, Council approved a resolution to provide up to \$100,000 in EDF funds to RPC to establish a post-production facility in downtown SSM. In their first year RPC expects to hire 4-8 staff members, and by year five expect to have a team of 20 staff members, all hired locally.

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

**ANALYSIS**

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

The relevant By-law 2019-59 appears elsewhere on the agenda.

**FINANCIAL IMPLICATIONS**

The agreement allots a one-time amount of \$100,000 out of the EDF for the project.

**STRATEGIC PLAN / POLICY IMPACT**

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships in the area of Maximize Economic



Development & Investment and the Focus Area of Quality of Life in the area of Promote and Support Arts and Culture.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2019 03 18 concerning the EDF contribution agreement with Rolling Pictures Company be received and that Council authorize staff to sign the agreement.

“The relevant By-law 2019-59 appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Vair". The signature is written in a cursive style with a horizontal line underneath.

Tom Vair

Deputy CAO, Community Development & Enterprise Services

705.759.5264

t.vair@cityssm.on.ca

**CITY OF SAULT STE. MARIE FUNDING AGREEMENT**

**THE AGREEMENT** is effective as of the 18<sup>th</sup> day of March, 2019.

**BETWEEN:**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

**(hereinafter referred to as the “City”)**

-and-

THE ROLLING PICTURE COMPANY

**(hereinafter referred to as the “Recipient”)**

**WHEREAS** the City Council has passed a resolution on December 10, 2018 to contribute funding to the above noted recipient on a one time basis;

**AND WHEREAS** the parties have mutually agreed to the covenant and funding as set out in this Agreement;

**NOW THEREFORE** the parties hereto agree as follows:

**1.0 Term**

The Agreement will commence on the Effective Date and will expire twelve (12) months after:

- i) The completion of the project; or
- ii) Upon the date on which all amounts due to the Recipient by the City under this Agreement, have been paid in full

Whichever is later, unless terminated by the City pursuant to the terms contained herein.

Upon the expiry of the Agreement, the Recipient shall follow the provisions of Section 3.5 of this Agreement.

**2.0 Use of Funds**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "B" and that the City retains the right to assess the Recipient's use of Funds at any time; and
- ii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual eligible costs to the Recipient and applying the City's percentage contribution to eligible costs.

### **3.0 Funds Provided**

Subject to the terms and conditions of the Agreement, The City shall provide Funds to the Recipient in respect to the Project in the amount not exceeding the lesser of:

- i. \$ 100,000
- ii. **10.31%** of the incurred Eligible & Supported Costs of \$970,000 of the Project outlined in Schedule A

The Recipient acknowledges that:

- i. It is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement save and except for Municipal Tax Rebate Programs and City Council approved special grant programs; and
- ii. Any and all amounts owing to the City must be paid in full before the Funds will be released.

### **3.1 Use of Funds**

The Recipient shall use the Funds solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Schedule B and shall carry out the Project in a diligent and professional manner.

### **3.2 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement or upon termination of the Agreement by the City, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

### **3.3 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further installments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **3.4 Accounting Records**

The City retains the right to review or audit the Recipient's accounting records at any time pertaining to the project for the duration of one calendar year following the completion of the

project, at any time and the Recipient shall provide full access to any and all such records as requested by the City.

### **3.5 Reports**

The Recipient shall:

- i. Submit to the City all reports and documents in accordance with the timelines and content requirements set out in the Reports Schedule C.
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Present to City Council a final report following the completion of the project on a date specified by the City including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

### **4.0 Procurement**

4.1 The Recipient shall be responsible and accountable for the procurement of goods, services or Assets related to the Project in accordance with the Recipient's written policy.

4.2 The Recipient shall favour a competitive process for the procurement of goods, Assets and services about \$15,000 for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods, services or Assets for the Project to a specific person or entity.

4.3 The Recipient shall maintain for a period of 5 years following the completion of the project, procurement files containing all relevant procurement documentation including, without being limited to, purchase requisitions, tender documents or records of telephone bids, tender evaluations, contracts or purchase orders, invoices, and shipping and receiving documentation.

### **5.0 Invoice and Payments**

Subject to the terms and conditions of the Agreement, the City shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the maximum funds as set out in paragraph 3.0.

#### **5.1 Payment Procedures**

Payments will be made on the basis of documented invoice for reasonable eligible and supported costs incurred. To initiate reimbursement of Eligible and Supported Costs, the Recipient shall submit:

- i. Copies of vendor invoices, proof of payment, spreadsheet detailing applicable HST rebates, and copies of government funding invoice, such as NOHFC
- ii. A certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement

- iii. A completed electronic funds transfer information form which will enable the City to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer;
- iv. Any other documentation in support of the claim as may be required by the City

5.1.1. The City shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

5.1.2. Subject to the maximum Contribution amounts set forth in subsection 3.0 and all other conditions in this Agreement, the City shall pay to the Recipient the City's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the City's payment practices.

5.1.3. The City may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

5.1.4. The City may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the City.

## **5.2 Final Claim Procedures**

In addition to the requirements set out in subsection 5.1, with respect to the Recipients' final claim for any Eligible and Supported Costs, the Recipient shall submit to the City in scope and detail:

- i. A final statement of total Project costs;
- ii. A statement of the total funding provided from all sources for the Project, including total government funding received;
- iii. A final Activity Report on the Project;
- iv. A final Results Report on the outcomes and impacts of the Project for evaluation purposes; and
- v. A certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported costs incurred and Paid submitted for payment

The Recipient shall submit the final claim for Eligible and Supported Costs no later than six (6) months after the completion date or early termination date of the project. The City shall have no obligation to pay any invoice submitted after that date.

## **6.0 Recognition**

Recognition of the City of Sault Ste. Marie Economic Development Fund contribution to the project is required. The City logo is to be included in project reports and appropriate marketing products.

## **7.0 Insurance**

The Licensee(s) agrees to maintain at all times during the currency of this license hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licensed to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse

without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form, shall be filed with the City of Sault Ste. Marie Community Development & Enterprise Services Department on or before March 18, 2019.

## 8.0 Indemnity

The Recipient hereby agrees to indemnify and hold harmless the City, its respective officers, employees and agents of, from and against all actions, suits, invoice, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

## 9.0 Default

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and may result in the immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City. Including but not limited to, each of the following events shall constitute an **"Event of Default"**:

- a.i) If in the opinion of the City, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with the City;
- a.ii) If in the opinion of the City, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of Agreement:
  - a.ii.1.a) Carry out the Project
  - a.ii.1.b) Use or spend Funds; and/or
  - a.ii.1.c) Provide Reports
- a.iii) The nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the City provides the Funds;
- a.iv) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- a.v) If any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- a.vi) The Recipient ceases to operate; or
- a.vii) A Conflict of interest that cannot be resolved to the City's satisfaction, acting reasonable

9.1 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- i) Initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;
- ii) Suspend the payment of Funds for such period as the City determines appropriate;

- iii) Reduce the amount of the Funds;
- iv) Cancel all further payment of Funds;
- v) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by the City shall immediately become due and payable;
- vi) Demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the City, whereupon the amount demanded by the City shall immediately become due and payable;
- vii) Terminate the Agreement, effective immediately, upon giving written Notice to the Recipient; and/or
- viii) Exercise any other rights or remedies available to the City under this Agreement or applicable law.

### **10.0 Termination**

The City may, at its sole discretion at any time and for any reason, cancel this Agreement on six (6) months' written notice to the Recipient subject to clause 9.0. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination. Should the City determine that the Recipient is in default pursuant to clause 9.0 the City may terminate this agreement within two (2) weeks written notice.

### **11.0 Notice**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing by registered mail, and emailed in copy, addressed:

In the case of notice to the City of SSM:

Tom Vair  
Deputy CAO, Community Development & Enterprise Services  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Michael Forsey, CEO  
The Rolling Pictures Company  
150 John Street, 2<sup>nd</sup> Floor  
Toronto, ON  
M5V 3E3

## **12.0 General Provisions**

### **12.1 General Expenses Incurred**

Any charges or expenses incurred by either party in preparation for or as a result of this Agreement or the parties' meetings and communications or any work done hereunder are to the sole account of the party incurring same and to be borne by that party, unless otherwise agreed in writing.

### **12.2 Applicable Law**

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

### **12.3 Assignment**

The Recipient shall not assign or transfer this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

### **12.4 Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.



**13.0 Execution of Agreement**

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: \_\_\_\_\_

Date \_\_\_\_\_

Name and Title \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

Name and Title \_\_\_\_\_

I/we have authority to bind the Corporation.

ROLLING PICTURES COMPANY

By: \_\_\_\_\_

Date \_\_\_\_\_

Name and Title \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

Name and Title \_\_\_\_\_

I/we have authority to bind the Corporation.

## SCHEDULE "A" PROJECT DESCRIPTION

### 1. PROJECT DESCRIPTION

Rolling Picture Post Production Facilities

### 2. THE KEY PERFORMANCE TARGETS ARE:

#### A) Provincial Priorities:

The Project supports economic diversification and job creation in Northern Ontario.

#### B) City of Sault Ste. Marie Priorities:

The expansion of The Rolling Picture Company to Sault Ste. Marie also aligns with the priorities of FutureSSM pillar for Cultural Vitality as well as Economic Growth & Diversity. The opportunity also fits with our strategic objective of attracting more filming and film industry to Sault Ste. Marie. We believe that by having local film infrastructure in place it will help to further Sault Ste. Marie's position as a premier destination for the film industry to do business in the North.

Furthermore, by having additional business establish a presence in the downtown it will assist with downtown revitalization goals and will increase the economic diversification of the community through the addition of a new industry that is not presently active in Sault Ste. Marie.

#### C) Net Job Creation:

Year 1: 4-8

Year 2: 8 -12

Year 5: ~20

#### D) Other Community Development Benefits

The expansion of The Rolling Picture Company to Sault Ste. Marie is a long-term sustainable venture that will not only help support the film and television industry in Sault Ste. Marie, but will benefit the Sault College Film Program through providing internships and jobs in post-production which will help to retain some of the students graduating from this program.

#### E) Project Dates:

a. Commencement Date – March 18, 2019

b. Completion Date – December 31, 2019

## SCHEDULE "B" PROJECT COSTS AND FINANCING

**RECIPIENT'S NAME:** Rolling Pictures Company

**ALLOCATION:** \$100,000

The Recipient acknowledges this payment is related only to Eligible Projects with Eligible Costs

### ELIGIBLE GRANT EXPENDITURES

Budget Allocation:

- Building – CAD \$ 270,000.00
- Build and Renovation – CAD \$ 250,000.00
- Equipment Cost – CAD \$ 400,000.00
- Furniture & Misc. - CAD \$ 50,000.00

Total Budget of CAD \$ 970,000.00 not including travel and accommodation cost during training phase.

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

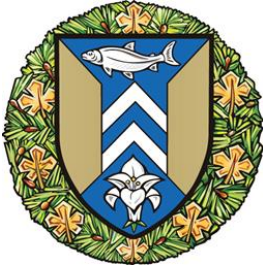
\*\* Upon request, the Recipient will provide copies of invoices for other cost categories to monitor overall Project spending and the City's share of eligible and total costs.

## **SCHEDULE "C" REPORTING**

The following documents shall be filed with the Finance Department of the City:

1. Invoice for Eligible and Supported costs incurred in accordance with 5.1
2. Final invoice procedures in accordance with 5.2





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

March 18, 2019

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Rachel Tyczinski, Deputy City Clerk  
**DEPARTMENT:** Corporate Services  
**RE:** Conferences and Major Special Events – 2019 World Martial Arts MooMooKwan Canadian Open Championships

---

**PURPOSE**

This report is in response to a funding request for the 2019 World Martial Arts MooMooKwan Canadian Open Championships.

**BACKGROUND**

In 2008 City Council established an annual fund in the amount of \$20,000 to provide financial support and incentive to eligible groups to facilitate hosting certain conferences and major special events coming to the City. The Conferences and Major Special Events Committee reviews requests for funding and provides a recommendation to Council.

**ANALYSIS**

The Committee has reviewed the funding request for this event. The funding application was received from the organizing body (SooDan Hap Ki Do – Cornacchio’s Martial Arts ). The World Martial Arta MooMooKwan Canadian Open Championships will take place in Sault Ste. Marie between 25 and 28 July 2019 and is expected to attract over 500 visitors from over 13 countries. The application meets the purpose, rationale and eligibility criteria of the policy guideline.

**FINANCIAL IMPLICATIONS**

The Conferences and Major Special Events Committee recommends funding the event in the amount of \$10,000 based on criteria scoring. There is potentially one other funding request which may be received in 2019, After granting the request of World Martial Arts MooMooKwan Canadian Open Championships there will be a total of \$15,740 remaining in reserve for future allocations.

**STRATEGIC PLAN / POLICY IMPACT**

This initiative falls under the Focus Area: Maximize Economic Development and Investment in the corporate Strategic Plan.

**RECOMMENDATION**

The Conferences and Major Special Events Committee therefore recommends that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2019 13 18 concerning 2019 World Martial Arts MooMookwan Canadian Open Championships be received and that Council approve the recommendation of the Committee to fund the event in the amount of \$10,000 from the Conferences and Major Special Events fund.

Respectfully submitted,

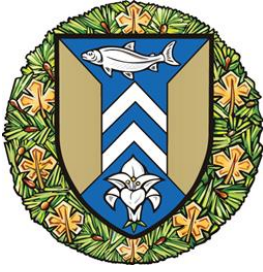
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Rachel Tyczinski

Deputy City Clerk

705.759.5392

[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Ida Bruno, Labour Relations Coordinator**

**DEPARTMENT: Corporate Services**

**RE: Ratification of Local 2251 – Memorandum of Settlement**

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**PURPOSE**

The purpose of this report is to recommend the approval/ratification of the attached Memorandum of Settlement with Steelworkers Local 2251- Transit Mechanics.

**BACKGROUND**

The City and Local 2251 Transit Mechanics reached a tentative agreement on February 22, 2019, which the membership has ratified.

**ANALYSIS**

A survey of Northern comparators was conducted and this general wage increase is consistent with the comparators. Notably, most other properties have Transit Mechanics as part of a larger bargaining group. Transit mechanic wage rates are lower than most comparators within the Corporation and within the City of Sault Ste. Marie.

**FINANCIAL IMPLICATIONS**

A four (4) year deal was reached inclusive of a 6.89% general wage increase and minor benefit enhancements for 2019-2023 (ave. 1.7225% per year).

**STRATEGIC PLAN / POLICY IMPACT**

This action ties into the Corporate Value of respecting, engaging and valuing employees. A fairly negotiated Collective Agreement is a significant step toward retaining employees as our most valued resource (Focus Area: Service Delivery).

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

The relevant By-law 2019-55 is listed elsewhere on the Agenda and is recommended for approval.



Ratification of Local 2251 – Memorandum of Settlement

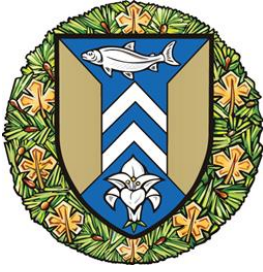
2019 03 18

Page 2.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ida Bruno". The signature is fluid and cursive, with a large initial "I" and "B".

Ida Bruno, CHRL  
Labour Relations Coordinator  
705.759.5449  
[i.bruno@cityssm.on.ca](mailto:i.bruno@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**

March 18, 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:** Discover Ability Network Support

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**PURPOSE**

The purpose of this report is to seek Council's approval to subscribe to the Discover Ability Network for the purpose of hiring people with disabilities as they represent an untapped talent pool that can help fuel innovative growth and a measured return on investment.

**BACKGROUND**

Sault Ste. Marie recently hosted the 50th Anniversary of the Special Olympics and in recognition of this, the Sault Ste. Marie Chamber of Commerce and their partners, Algoma University, Sault College, Yes You Can, and the Sault Area Hospital, launched the Sault Ste. Marie Discover Ability Network <https://sault.discoverability.network/>, an online portal and resource for employing persons with disabilities. There are only 5 partnerships available that entitle partners to receive matching data applicable to the partner organizations based on how employers and/or job seekers registered on the portal.

Sault Ste. Marie and the provincial Discover Ability Network (DAN) is a free online portal and resource that connects people with disabilities to Ontario businesses and employers, funded by the Government of Ontario and powered by Magnet, a data-rich, job-matching technology platform. This opportunity is presented through the Ontario Chamber of Commerce who is developing regional hubs to implement this leading edge program. The Special Olympics brought a great opportunity to show the world that Sault Ste. Marie is on the leading edge of these opportunities as a City.

As a partner, the Corporation of the City of Sault Ste. Marie would include FutureSSM and the Local Immigration Partnership. This data would also be

made available to the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Innovation Centre.

There is **no cost** to participate as a partner and required support parameters for all stakeholders are included in the Memorandum of Understanding undertaken by all partners (See Attachment – Discoverability MOU).

## **ANALYSIS**

There are approximately 3.8 M Canadians who identify as a person with a disability. Unlike other equity groups, anyone can become a part of this group at any given time, whether temporarily or permanently. In fact, more than 75% of people with disabilities acquire their disability as adults.

The benefits of becoming “disability-confident” include cost reductions associated with turnover, absenteeism and safety, and improvements in productivity. In addition, companies hiring people with disabilities often discover that they not only have access to an untapped talent pool, but that they can also improve their products and services and expand into new markets.

The cost of accommodation is low—or nothing at all. In a U.S. study of almost 2000 employers conducted by the Job Accommodation Network between 2004 and 2012, researchers learned that most employers report no cost or low cost for accommodating employees with disabilities. Of those accommodations having an associated cost, the average one-time expenditure by employers was \$500. Anecdotal research conducted in 2012 by the Canadian Panel on Labour Market Opportunities for Persons with Disabilities supports these findings.

The value for organizations comes from accessing the benefits of an inclusive environment. There are real, proven advantages to employing people with disabilities including:

- Increasing the size of its skilled labour pool
- Reduced costs associated with turnover, training and safety
- Improving the engagement of all your employees
- Harnessing the value of innovative processes and new perspectives
- Attracting an underserved consumer market worth \$55 billion per year in Canada

Employing people with disabilities means better performance. There is not one industry in which people with disabilities are unable to work. There are as many opportunities as there are businesses, and employers can access work-ready individuals who are prepared to positively contribute to their communities. The City can broaden the pool of skilled candidates across all industries by including people with disabilities.

### **FINANCIAL IMPLICATIONS**

There is no cost to participate as a partner and required support parameters for all stakeholders are included in the Memorandum of Understanding undertaken by all partners.

### **STRATEGIC PLAN / POLICY IMPACT**

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships (Create Social and Economic Activity and Develop Partnerships with key stakeholders). The opportunity presented by Discover Ability also fits within two of FutureSSM's pillars: Economic Growth and Diversification and Social Equity. It also fits within FutureSSM's goals of Building our Labour Force.

Furthermore, by having an additional talent pool to access, this will provide Sault Ste. Marie another diverse pool to consider when diversifying our local labour force.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2019-49 authorizing the execution of a Memorandum of Understanding between the City and the Ontario Chamber of Commerce appears elsewhere on the Agenda and is recommended for Approval.

Further, that the Corporation of the City of Sault Ste. Marie subscribe to the Sault Ste. Marie Discover Ability Network for the purpose of promoting Sault Ste. Marie Discover Ability Network and for the purpose of hiring people with disabilities.

Respectfully submitted,



Tom Vair  
Deputy CAO, CDES  
705.759.5264  
t.vair@cityssm.on.ca

## Memorandum of Understanding

Between:

**City of Sault Ste. Marie**  
**-and-**  
**Ontario Chamber of Commerce(OCC)**

**DATE: February 28th, 2019**

*PREAMBLE: The Discover Ability Network, powered by Magnet is a project intended to support Ontario businesses in the hiring of persons with disabilities. Built with the support of the Ontario Government.*

*TOWARDS THESE SHARED GOALS, **City of Sault Ste. Marie** and Ontario Chamber of Commerce (collectively, the "Parties") wish to enter into this Memorandum of Understanding ("MOU" or "agreement") in order to establish a framework which will allow the Parties to work together in a productive manner in building awareness and adoption of **Discoverability Sault Ste. Marie (Portal)** by Ontario businesses and Job seekers. All references to the "project" or "Portal" are references to the **Discover Ability Sault Ste. Marie**.*

*Therefore, this MOU sets out the Parties' understanding and agreement as follows below:*

### **OCC(Lead Agency) will:**

- Liaise with Magnet to organize training and onboarding sessions
- Develop communications and marketing materials including social media content for use by the partners to promote the project
- Receive, collate and track matching data related to the project
- Distribute matching data to applicable organizations based on how employers and/or job seekers registered on the portal
- Attend and present at events jointly organized by the parties
- Lead scheduled meetings to discuss project updates, issues and trends.
- Coordinate mutually agreed events such as webinars, workshops, and in-person sign-up sessions for employers and /or job seekers with disabilities.

### **City of Sault Ste. Marie will:**

- Promote Portal to their members through: newsletter, social media channels, events, earned media etc.
- Become a Magnet partner and sign up as per Magnet's procedures
- Provide OCC with speaking, exhibiting and/or participating opportunities at their hosted events as appropriate
- Encourage job seekers and employers to register and upload resumes or job postings into **Discoverability Sault Ste. Marie**
- Schedule training sessions with their staff to learn more about Magnet and **Discoverability Sault Ste. Marie**; sessions will be facilitated by Magnet and/or OCC staff

- Participate in scheduled meetings to discuss project issues, risks and trends
- Report any issues to OCC in a timely manner to help ensure the success of the project
- Report any matches that result in job offers/hires that **City of Sault Ste. Marie** becomes aware of.
- Provide the contact information for the Communication's team, so the OCC's communication department can reach out.

**The Parties agree:**

- The Parties agree that any promotional materials may be co-branded, which is to say such materials may carry the names, logos, trademarks, slogans and symbols, etc., of the OCC and/or **City of Sault Ste. Marie** whether registered or not (the "Marks"), and each Party hereto agrees use their respective Marks in strict accordance with any specifications provided by the other Party in respect of such use. OCC and **City of Sault Ste. Marie** agree that each Party's Marks are and will remain the property of that Party, and that this MOU confers no right, title or interest in or to each Party's Marks to the other Party, excepted as may be permitted or reasonably contemplated by the terms and objectives of the within MOU.
- The Parties agree that all materials developed that include the usage of the City of Sault Ste. Marie logo by either party shall be submitted to **City of Sault Ste. Marie** marketing department for approval at least 3 business days prior to any form of distribution.
- The Parties agree that all materials developed that include the usage of the OCC logo by either party shall be submitted to OCC marketing department for approval at least 3 business days prior to any form of distribution.
- For all copyright and intellectual property purposes, any documentation, presentation materials or other training content of the OCC in existence prior to entering into this MOU or which may be developed by the OCC for the express purposes of the program and this MOU will remain the property of the OCC as applicable unless otherwise agreed, and the same shall apply to **City of Sault Ste. Marie** and its materials
- The Parties agree that this MOU may be executed either by original signature, or by electronic or scanned signature (and attached to an e-mail), or by facsimile signature, and may be executed by the Parties in one or more counterparts, each of which when so executed and delivered, shall be an original and such counterparts shall together constitute one and the same instrument. For additional clarity, this means that this Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same Agreement.

**MOU Main Contacts and Notices:**

Ontario Chamber of Commerce's Main Contact:

Name: Louie Di Palma  
Address: 180 Dundas street West, Toronto, ON M5G 1Z8  
Tel: 416.482.5222 ext.2270  
Email Address: [louiedipalma@occ.ca](mailto:louiedipalma@occ.ca)

City of Sault Ste. Marie Main Contact:

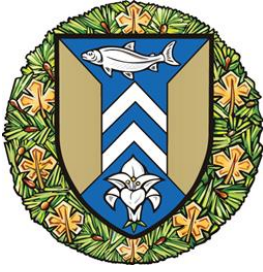
Name: Paul Sayers/Nancie Scott  
Address: City of Sault Ste. Marie, 99 Foster Drive,  
Sault Ste. Marie, Ontario, P6A 5X6  
Tel: 705-989-8245  
Email Address: [p.sayers@cityssm.on.ca](mailto:p.sayers@cityssm.on.ca)  
[n.scott@cityssm.on.ca](mailto:n.scott@cityssm.on.ca)

**Partner**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ontario Chamber of Commerce**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



The Corporation of the  
City of Sault Ste. Marie  
**C O U N C I L   R E P O R T**

March 18, 2019

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Brent Lamming, Director of Community Services

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Public Transit Infrastructure Fund Phase One Project Extension

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**PURPOSE**

The purpose of this report is to seek Council's approval to sign an amending agreement with the Ministry of Transportation regarding the Public Transit Infrastructure Fund (PTIF), Phase One.

**BACKGROUND**

On June 12 2017, The City of Sault Ste. Marie entered into an agreement with the Ministry of Transportation for the Province of Ontario to receive funds from the PTIF. Phase One includes the commitment of \$3.4 billion across Canada, including \$31 million joint funding between the City and both Federal and Provincial governments for Sault Ste. Marie Transit.

Pursuant to Article 3.0, the agreement may be amended from time to time. This is the first amendment made to the agreement.

**ANALYSIS**

Infrastructure Canada is approving the extension of the Provincial Transit Infrastructure Fund program to allow all eligible costs to be incurred between April 1, 2016 and March 31, 2020 and the agreement extension until March 31, 2021.

The Amending Agreement is attached and proposed changes can be viewed therein (Appendix A).

**FINANCIAL IMPLICATIONS**

This Amending Agreement does not affect the funding provided under the PTIF Phase One agreement.



**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:

The Amending Agreement and by-law 2019-61 authorizing City Staff to sign the Amending Agreement appears elsewhere on the Council agenda.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "B. Lamming", with a long horizontal stroke extending to the right.

Brent Lamming, PFP, CPA, CMA  
Director, Community Services  
Community Development &  
Enterprise Services  
(705)759-5314  
[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)

**AMENDING AGREEMENT No. 1  
TO THE PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

This Amending Agreement No. 1 to the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement (this “**Amending Agreement No. 1**”) is effective as of the date of signature by the last signing party to this Amending Agreement No. 1.

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario**  
as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

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

(the “**Recipient**”)

**BACKGROUND**

The Province and the Recipient entered into the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement effective as of June 12, 2017 (the “**Agreement**”).

The Agreement, pursuant to Article 3.0 (Amending the Agreement) of the Agreement, may be amended from time to time on written agreement of the Parties.

The Parties wish to amend the Agreement as set out in this Amending Agreement No. 1.

**IN CONSIDERATION** of the mutual covenants and agreements contained in this Amending Agreement No. 1, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledge, the Parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Amending Agreement No. 1, unless defined in section 2 of this Amending Agreement No. 1, have the meanings ascribed to them in the Agreement.

2. **Definition.** In this Amending Agreement No. 1, the following term has the following meaning:

**“Amending Agreement No. 1”** means this Amending Agreement No. 1, including Appendix A and Appendix B attached to this Amending Agreement No. 1.

3. Section A.4.14 of the Agreement is deleted and replaced with the following:

**A.4.14 Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement;
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances; and
- (c) Canada has released the 10% of its funding contribution retained pursuant to section 9.4 (Retention of Contribution) of the Bilateral Agreement to the Province.

4. Schedule “B” (Project Specific Information) of the Agreement is amended by deleting:

- (a) “March 31, 2020”, in the 1st row and 2nd column of the chart, and replacing it with “March 31, 2021”;
- (b) “Municipal Transit Policy Office”, in the 3rd row and 2nd column of the chart, and replacing it with “Strategic Transit Investments Office”; and
- (c) “Manager, Municipal Transit Policy Office”, in the 5th row and 2nd column of the chart, and replacing it with “Manager, Strategic Transit Investments Office”.

5. Sub-schedule “C.1” (Program Funding Request) of the Agreement is deleted and replaced with Sub-schedule “C.1” (Program Funding Request) attached to this Amending Agreement No. 1 as Appendix B.

6. Paragraph D.4.1 (a) (Baseline Data and Results on Progress on Outcomes Template) of the Agreement is amended by deleting the template and replacing it with the revised template in Appendix A to this Amending Agreement No. 1.

7. Section E.2.3 (Scope of Eligible Expenditures) of the Agreement is deleted and replaced with the following:

**E.2.3 Scope of Eligible Expenditures.** Eligible Expenditures are the direct costs which are, in the Province’s opinion, properly and reasonably incurred by the Recipient for the Project between April 1, 2016 and March 31, 2020 and Eligible Investments. Eligible Expenditures include only the following:

- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project, excluding the costs identified under Article E.3.0 (Ineligible Expenditures);
- (b) costs of Aboriginal consultation and, where appropriate, accommodation;
- (c) costs of construction carried out in-house by the Recipient; and
- (d) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

8. Paragraph E.3.1 (a) is amended by deleting “March 31, 2019” and replacing it with “March 31, 2020”.

9. Paragraph E.3.2 (e) is amended by deleting “;” and adding the following at the end of the paragraph:

, unless used specifically towards the Project and only for the portion of time that they are used to work on the Project;

10. Section J.5.1 (Timing) is amended by deleting “September 1, 2019” and replacing it with “September 1, 2020”.

11. Section J.5.2 (No Obligation for Payment) is amended by deleting September 1, 2019” and replacing it with “September 1, 2020”.

12. Section J.7.1 (Holdback) is amended by deleting the last sentence.

13. Section J.8.1 (Final Payment) of the Agreement is deleted and replaced with the following:

J.8.1 **Final Payment.** Subject to paragraph A.4.2 (c) and up to the Maximum Funds, the Province agrees to pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.14 (Retention of Contribution) have been met.

14. Except for the amendments provided for in this Amending Agreement No. 1, all provisions of the Agreement remain in full force and effect.

The Parties have executed this Amending Agreement No. 1 on the dates set out below.

**FEB 19 2019**

Date

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as represented by the Minister of Transportation for the Province of Ontario



Name: Jeff Yurek  
Title: Minister

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Date

Name: Christian Provenzano  
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Malcolm White  
Title: Deputy CAO and City Clerk

I have authority to bind the Recipient.

## APPENDIX A

### BASELINE DATA AND RESULTS ON PROGRESS ON OUTCOMES TEMPLATE

| PTIF Outcome |                                     | PTIF Indicator   | Baseline data                    | This section to be updated at each reporting cycle                     |                        |
|--------------|-------------------------------------|--|----------------------------------|--|------------------------|
|              |                                     |  |                                  | Result   | # of Projects Affected |
|              |                                     |  |                                  | Provide cumulative results on completed projects from start of program |                        |
| 1            | Projects that support modernization | Number of funded transit system projects that have incorporated modern, innovative technology                                | Not applicable, baseline is zero |  |                        |
| 2            |                                     | Number of funded transit system projects that aim at improving the commuters' experience (additional indicator)              | Not applicable, baseline is zero |  |                        |
| 3            | Funded plans are being implemented  | Number of funded plans or studies that led to informed decisions on investments  | Not applicable, baseline is zero |  |                        |
| 4            | Improved rehabilitation             | Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments    |                                  |  |                        |
| 5            |                                     | Percentage of assets that have improved their physical condition rating (as per reporting guidelines) as a result of funding |                                  |  |                        |
| 6            |                                     | Average percentage decrease in unplanned service interruptions per   |                                  |  |                        |

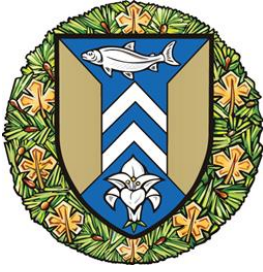
| PTIF Outcome |                         | PTIF Indicator  | Baseline data                    | This section to be updated at each reporting cycle                     |                        |
|--------------|-------------------------|---|----------------------------------|--|------------------------|
|              |                         |   |                                  | Result   | # of Projects Affected |
|              |                         |   |                                  | Provide cumulative results on completed projects from start of program |                        |
|              |                         | month (not related to weather) that can be attributed to funded investments   |                                  |  |                        |
| 7            | Increased safety        | Number of funded transit system projects that have added safety features or equipment                                 | Not applicable, baseline is zero |  |                        |
| 8            |                         | Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments |                                  |  |                        |
| 9            | Increased accessibility | Average increase in the percentage of transit system fleets that are low-floor accessible, as a result of funding     |                                  |  |                        |
| 10           |                         | Number of projects that improve transit system accessibility (additional indicator)                                   | Not applicable, baseline is zero |  |                        |
| 11           | Improved efficiency     | Average Life Cycle Cost of applicable transit system assets after completion of funded investments                    |                                  |  |                        |
| 12           |                         | Average litres of fuel per passenger-kilometre after completion of funded investments                                 |                                  |  |                        |

| PTIF Outcome |                               | PTIF Indicator   | Baseline data                    | This section to be updated at each reporting cycle                     |                        |
|--------------|-------------------------------|--|----------------------------------|--|------------------------|
|              |                               |  |                                  | Result   | # of Projects Affected |
|              |                               |  |                                  | Provide cumulative results on completed projects from start of program |                        |
| 13           |                               | Total estimated cubic-metres of natural gas saved as a result of funded investments                                |                                  |  |                        |
| 14           |                               | Total estimated kilowatt-hours saved as a result of funded investments   |                                  |  |                        |
| 15           | Transit systems are expanding | Total of new passenger-kilometres travelled as a result of funded system expansion projects                        |                                  |  |                        |
| 16           |                               | Total of new passenger trips as a result of the expansion of paratransit services (additional indicator)           |                                  |  |                        |
| 17           |                               | Number of early works projects that lay the foundation for future transit system expansion. (additional indicator) | Not applicable, baseline is zero |  |                        |
| 18           |                               | Number of funded projects that support active transportation (additional indicator)                                |                                  |  |                        |
| 19           | Projects are Incremental      | Total value of capital expenditures for transit projects by PTIF recipient   |                                  |  |                        |



## APPENDIX B SUB-SCHEDULE "C.1" PROGRAM FUNDING REQUEST

| Project Information |                           |                           |  |   |  |  |                |                                    |                                  | Federal Land                          | Financial Information |                       |  |   |   |  | Project Objectives                         |   |                        | Incrementality                        | Risk Assessment                  |  |
|---------------------|---------------------------|---------------------------|--|---|--|--|----------------|------------------------------------|----------------------------------|---------------------------------------|-----------------------|-----------------------|--|---|---|--|--|---|------------------------|---------------------------------------|----------------------------------|--|
| Unique Project ID   | Ultimate Recipient        | Project Location          | Actual Project Site (Civic Address or Geo Coordinates) | Project Title   | Project Description  | Eligible Investments Category  | Project Nature | Forecasted Start Date (YYYY/MM/DD) | Forecasted End Date (YYYY/MM/DD) | Project Located on Federal Land (Y/N) | Total Project Cost    | Total Eligible Cost   | Program Contribution (Eligible Expenditures) | Other Federal Contributions (Eligible Expenditures) | Provincial Contribution (Eligible Expenditures) | Municipal Contribution (Eligible Expenditures) | Other Contribution (Eligible Expenditures) | Increased Capacity or Lifespan of the Asset (Y/N) | Enhanced Service (Y/N) | Improved Environmental Outcomes (Y/N) | Evidence of Incrementality (Y/N) | Risk Factors                                   |
| SSM-001             | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Replace Existing four (4) Parabuses   | The purchase of (4) new Parabuses will allow Sault Transit to retire 4 buses that are well beyond normal operating years in service. This will allow the City to maintain a fleet of specialized vehicles capable of meeting the transportation needs of the community.  | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2017/01/02                         | 2018/03/31                       | N                                     | \$380,000.00          | \$380,000.00          | \$190,000.00                                 | -   | -   | \$190,000.00                                   | -  | Y   | Y                      | Y                                     | Y                                | Council Approval, Production Time for Vehicles |
| SSM-002             | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Purchase and Installation of Surveillance Cameras on Parabus Fleet              | The purchase and installation of surveillance cameras on the Parabus fleet will provide the ability to properly provide incident management, ultimately enhancing passenger and employee safety.   | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | New            | 2017/01/02                         | 2018/03/31                       | N                                     | \$50,000.00           | \$50,000.00           | \$25,000.00                                  | -   | -   | \$25,000.00                                    | -  | Y   | Y                      | N                                     | Y                                | Council Approval                               |
| SSM-003 (Modified)  | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Replace Existing Radio System on Buses and Transit Vehicles                     | Replacement of existing two-way radio systems on transit buses and vehicles from VHF to digital will provide improved communication between transit vehicles and supervisors. This includes 38 vehicles and 18 handheld units.   | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2017/01/02                         | 2018/03/31                       | N                                     | \$38,000.00           | \$38,000.00           | \$19,000.00                                  | -   | -   | \$19,000.00                                    | -  | Y   | Y                      | N                                     | Y                                | Council Approval                               |
| SSM-004             | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Review Conventional Transit System to Identify Opportunities for Route Redesign | Significant quantities of businesses and organizations have moved to the north end of the community, making the downtown core no longer a central hub. Sault Transit will study the possibility of redesigning routes to better meet passenger needs.  | III. Expenditures to support the design and planning for the future expansion and improvements to public transit systems, including transportation demand management measures and studies and pilot projects related to innovative and transformative technologies.  | New Study      | 2017/01/02                         | 2018/03/31                       | N                                     | \$110,000.00          | \$110,000.00          | \$55,000.00                                  | -   | -   | \$55,000.00                                    | -  | Y   | Y                      | Y                                     | Y                                | Council Approval, Time to Complete Project     |
| SSM-005             | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Restoration of Four (4) Sault Transit Pedestrian Shelters                       | Sault Ste. Marie has 75 pedestrian transit shelters. Many are over 30 years in age. Four Shelters require replacement.   | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2017/01/02                         | 2018/03/31                       | N                                     | \$20,000.00           | \$20,000.00           | \$10,000.00                                  | -   | -   | \$10,000.00                                    | -  | Y   | Y                      | Y                                     | Y                                | Delivery of Product                            |
| SSM-006 (New)       | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Replace Existing (2) 40' buses  | The purchase of (2) new 40' buses will allow Sault Transit to retire 2 buses that are well beyond normal operating years in service. This will allow the City to maintain a fleet capable of meeting the transportation needs of the community. Project end date extended to March 31, 2019 as more time is required to finish the project due to late submission of project request.      | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2018/01/03                         | 2020/03/31                       | N                                     | \$1,150,000.00        | \$1,150,000.00        | \$575,000.00                                 | -   | -   | \$575,000.00                                   | -  | Y   | Y                      | Y                                     | Y                                | Council Approval, Production Time for Vehicles |
| SSM-007 (New)       | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Replace Existing Buses  | The purchase of (8) used 40' buses will allow Sault Transit to retire older buses that are well beyond normal operating years in service. This will allow the City to maintain a fleet capable of meeting the transportation needs of the community. Project end date extended to March 31, 2019 as more time is required to finish the project due to late submission of project request. | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2018/01/03                         | 2019/03/31                       | N                                     | \$85,000.00           | \$85,000.00           | \$42,500.00                                  | -   | -   | \$42,500.00                                    | -  | Y   | Y                      | Y                                     | Y                                | Council Approval, Production Time for Vehicles |
| SSM-008 (New)       | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Capital Building Repairs to 111 Huron St.                                       | Capital Building Repairs at 111 Huron Street Transit Garage. Repairs include: HVAC improvements, switching to LED lighting, and replacing 6 exterior overhead doors, roof, and transformers. Project end date extended to March 31, 2019 as more time is required to finish the project due to late submission of project request.   | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2018/01/03                         | 2020/03/31                       | N                                     | \$1,710,000.00        | \$1,710,000.00        | \$855,000.00                                 | -   | -   | \$855,000.00                                   | -  | Y   | Y                      | Y                                     | Y                                | Council Approval, Production Time for Vehicles |
|                     |                           |                           |  |   |  |  |                |                                    |                                  |                                       | <b>\$3,643,000.00</b> | <b>\$3,643,000.00</b> | <b>\$1,771,500.00</b>                        | <b>\$0.00</b>                                       | <b>\$0.00</b>                                   | <b>\$1,771,500.00</b>                          | <b>\$0.00</b>                              |   |                        |                                       |                                  |  |



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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Michelle Kelly, Secretary-Treasurer Committee of Adjustment**

**DEPARTMENT: Community Development and Enterprise Services**

**RE: Conveyance for Road Widening Purposes**

---

**PURPOSE**

The applicant is seeking to undo the consent approval granted through application B13/80 which provided for the creation of the subject property.

**BACKGROUND**

Civic No. 595 Old Goulais Bay Road was created through consent in 1980 & conveyed to a new owner. Sometime later, the owner of 595 Old Goulais Road purchased the abutting northerly parcel (599 Old Goulais Bay Road) and then requested that MPAC combine these parcels under one roll number. This resulted in one assessment record and one roll number. The City tax records were eventually updated to reflect a single record. A subsequent sale conveyed this larger land holding under one transfer which advanced the appearance that it was one, large parcel identified as 595 Old Goulais Bay Road. Building permits were issued under this assumption. However, under the Planning Act, a lot created by consent cannot merge with abutting property unless the consent is undone. Hence, 595 Old Goulais Bay Road and 599 Old Goulais Bay Road could not merge and are two autonomous parcels. The independent status of these two properties, causes the large garage on the northerly parcel (599 Old Goulais Bay Road), to be non-compliant as there is no main building on the property. To bring the garage into compliance, the properties must merge or, a house must be built on the garage lot, or minor variance approval to permit a garage to be located on a lot that does not have a main building must be obtained.

**ANALYSIS**

In order to undo a consent, the property created by consent must change shape. This can be achieved by conveying a piece out of the consented to parcel. The owners of 595 Old Goulais Bay Road propose to convey a 0.152m x 19.812m (6" x 65') strip of property across the frontage of 595 Old Goulais Bay Road,

identified as Part 1 on the draft plan attached, and join it to the existing Old Goulais Bay Road street right-of-way. This will undo the previous consent and permit the properties identified as 595 Old Goulais Bay Road and 599 Old Goulais Bay Road to merge. It will also abrogate the garage non-compliance.

**FINANCIAL IMPLICATIONS**

Approval of this request will not impact municipal finances.

**STRATEGIC PLAN / POLICY IMPACT**

This request is not articulated in the Corporate Strategic Plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Secretary-Treasurer of the Committee of Adjustment concerning the conveyance to the City of a 0.152m x 19.812m piece of property abutting the Old Goulais Bay Road street right-of-way be received and that Council accept the conveyance.”

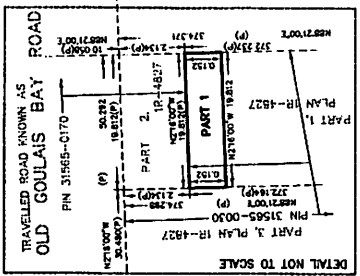
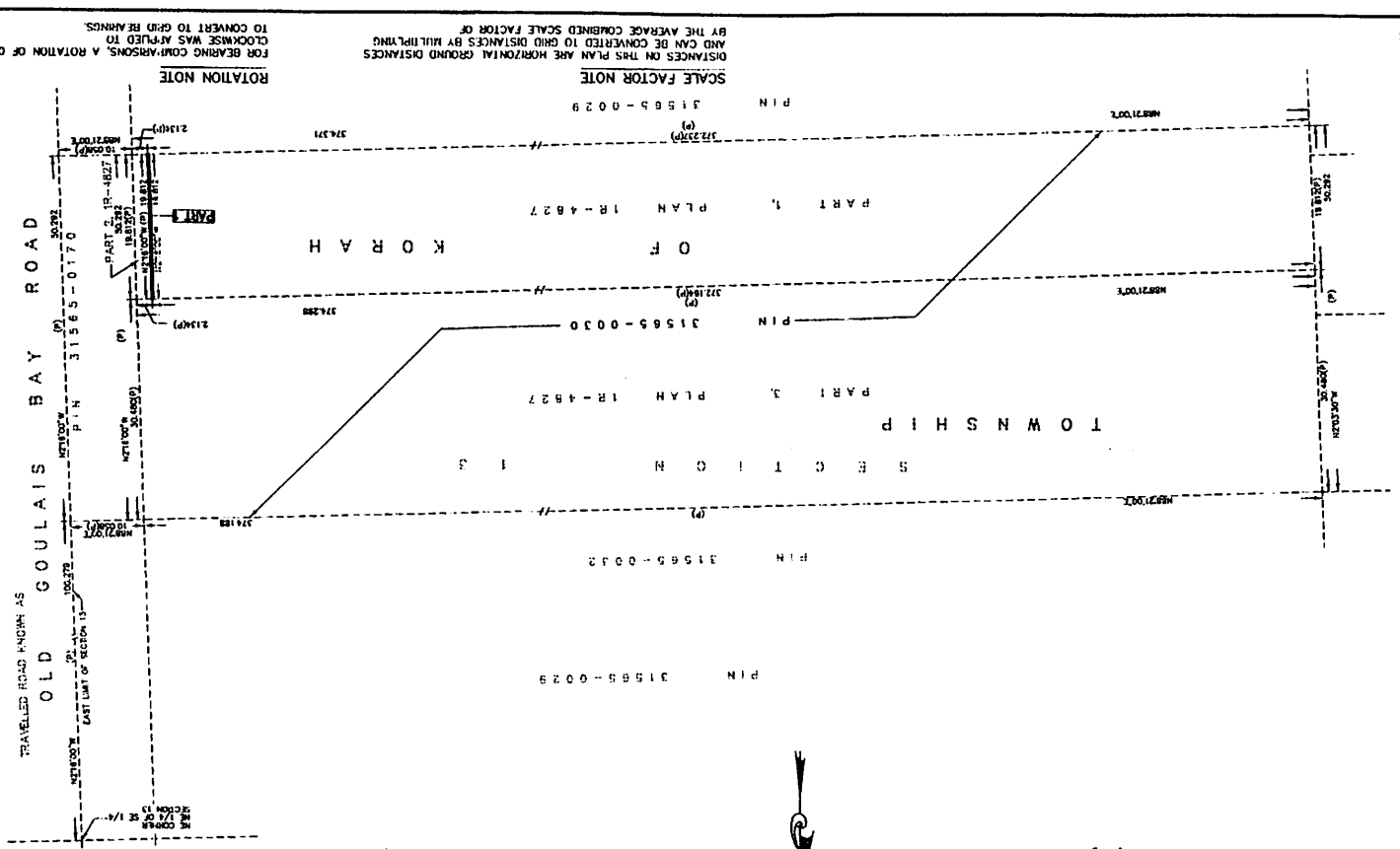
The relevant By-law 2019-50 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Michelle Kelly, ACST  
Secretary-Treasurer  
Committee of Adjustment  
705.759-5411  
[m.kelly@cityssm.on.ca](mailto:m.kelly@cityssm.on.ca)

SKETCH OF  
 PART OF SECTION 13  
 TOWNSHIP OF KORAH  
 NOW IN THE  
 CITY OF SAULT STE. MARIE  
 DISTRICT OF ALGOMA  
 SCALE: 1 : 500  
 METRES  
 D.S. Urso Surveying Ltd.



D.S. Urso Surveying Ltd.  
 Ontario Land Surveyors & Canada Land Surveyors  
 10 KING ST. EAST, SUITE 201, SAULT STE. MARIE, ONT. M5A 2T1  
 TEL. NO. (709) 234-2371  
 FAX. (709) 234-2371  
 U-11469-B

SAULT STE. MARIE, ONTARIO  
 February 5, 2019  
 D.S. URSO  
 ONTARIO LAND SURVEYOR

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE REGULATIONS MADE UNDER THEM, LAND TILES ACT AND THE REGULATIONS MADE UNDER THEM.  
 2. THE SURVEY WAS COMPLETED ON THE

I CERTIFY THAT:

**SURVEYOR'S CERTIFICATE**

BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINETIC OBSERVATIONS ON MONUMENTS 'A' AND 'B' SHOWN HEREON. HAVING A BEARING OF N00°00'00" AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 18 NAD 83 (CSRS)(1997.0).

BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINETIC OBSERVATIONS ON MONUMENTS 'A' AND 'B' SHOWN HEREON. HAVING A BEARING OF N00°00'00" AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 18 NAD 83 (CSRS)(1997.0).

BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINETIC OBSERVATIONS ON MONUMENTS 'A' AND 'B' SHOWN HEREON. HAVING A BEARING OF N00°00'00" AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 18 NAD 83 (CSRS)(1997.0).

**LEGEND**

PIN DENOTES PROPERTY IDENTIFICATION NUMBER  
 DENOTES DEPOSITED PLAN IR-4827  
 DENOTES PROPERTY IDENTIFICATION NUMBER  
 DENOTES NOT TO SCALE

**BEARING NOTE**

BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINETIC OBSERVATIONS ON MONUMENTS 'A' AND 'B' SHOWN HEREON. HAVING A BEARING OF N00°00'00" AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 18 NAD 83 (CSRS)(1997.0).

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE REGULATIONS MADE UNDER THEM, LAND TILES ACT AND THE REGULATIONS MADE UNDER THEM.  
 2. THE SURVEY WAS COMPLETED ON THE

| PART                                    |            | SECTION | TOWNSHIP | AREA       | PIN |
|---|------------|---------|----------|------------|-----|
| 1                                       | PART OF 13 | KORAH   |          | 3.00 Sq.m. | PIN |
| PART 1 COMPRISES PART OF PIN 31565-0030 |            |         |          |            |     |

| POINT ID | NORTHING | EASTING |
|----------|----------|---------|
| ORP A    |          |         |
| ORP B    |          |         |
| ORP C    |          |         |

| DATE | RECEIVED AND DEPOSITED |
|------|------------------------|
|      |                        |

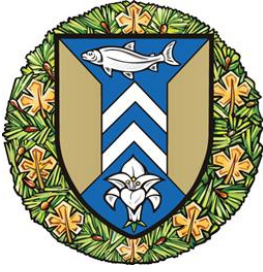
  

| DATE | REPRESENTATIVE FOR LAND REGISTRY FOR THE LAND TILES DIVISION OF ALGOMA (NA 1) |
|------|---|
|      |   |

1. REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TILES ACT.

**PLAN IR-**



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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Virginia McLeod, Manager of Recreation and Culture**

**DEPARTMENT: Community Development and Enterprise Services**

**RE: The Sault Ste. Marie and 49th Field Regiment R.C.A.,  
Historical Society – Amendment to Agreement**

---

**PURPOSE**

The purpose of this report is to seek Council approval to amend the maintenance and operating agreement with The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society.

**BACKGROUND**

The Sault Ste. Marie Museum is a non-profit, charitable organization facilitated by the Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society for the citizens of Sault Ste. Marie and the District of Algoma, as well as visitors to the community. A management Board of Directors oversees the operation of the Museum.

The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society, renewed their agreement for the maintenance and operation of the Sault Ste. Marie Museum for a ten (10) year period. The agreement commenced on August 13th, 2018 and terminates on August 12th, 2028 (by-law 2018-175).

In addition to this agreement The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society also enters into a grant agreement each year with the City of Sault Ste. Marie for funding provided to outside agencies.

**ANALYSIS**

As a housekeeping matter and to ensure consistency between the two agreements it was requested by The Sault Ste. Marie and 49<sup>th</sup> Field Regiment R.C.A. Historical Society and is recommended that the following be added to section 2, Termination of Agreement:

“Should the City terminate the “Grant Agreement” the Society may terminate this agreement on six (6) months written notice.”

Therefore Section 2, Termination of Agreement clause would read:

2. TERMINATION OF AGREEMENT

Either party may terminate this agreement without cause and without liability on one (1) year's notice in writing.

Should the City terminate the “Grant Agreement” the Society may terminate this agreement on six (6) months written notice.

The City may, at its sole discretion, terminate this agreement in accordance with the default provisions set out in section 7 of this agreement.

The amended agreement is attached.

**FINANCIAL IMPLICATIONS**

As an outside agency the Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society receives funding from the City of Sault Ste. Marie on an annual basis to support ongoing operations at the Museum. The Sault Ste. Marie Museum was approved for \$206,021.00 in funding for 2019.

**STRATEGIC PLAN / POLICY IMPACT**

This item is linked to the focus area: Quality of Life, Promote and Support Arts and Culture.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture dated 2019 03 18 concerning amendment to the agreement with The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society be approved.”

“The relevant By-law 2019-56 is listed elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Virginia McLeod  
Manager of Recreation and Culture  
705.759.5311  
v.mcleod@cityssm.on.ca

THIS AMENDED AGREEMENT made the 18<sup>th</sup> day of March, 2019

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
(hereinafter called the "City")

OF THE FIRST PART

-and-

THE SAULT STE. MARIE AND 49TH FIELD REGIMENT  
R.C.A., HISTORICAL SOCIETY  
(hereinafter called the "Society")

OF THE SECOND PART

WHEREAS the Society is dedicated to the preservation of artifacts, objects, books, documents and other items of historical significance and to promoting public awareness of the history of the Sault Ste. Marie and Algoma District; and

WHEREAS the City enacted By-law 83-14 which authorized an agreement with Her Majesty the Queen in Right of Canada (represented by the Minister of Public Works) which agreement authorized the acquisition of the former Post Office at 690 Queen Street East; and

WHEREAS the City desires that the former Post Office designated under Part IV of the Ontario Heritage Act, be maintained and operated as a community Museum; and

WHEREAS the Society has agreed to maintain and operate the Museum (hereinafter referred to as the "Museum") on the City's behalf and the Society further agrees to perform such duties as are assigned to it in this operating agreement;

WHEREAS in addition to this agreement, the City and the Society have entered into an agreement entitled City of Sault Ste. Marie Grant Agreement renewed yearly on the 1<sup>st</sup> of January (the "Grant Agreement") outlining the terms and conditions of the grant provided by the City to the Society to enable the Society to maintain and operate the Museum in accordance with the provisions of this agreement;

NOW THEREFORE the City and the Society each agree with the other that in consideration of the covenants contained in this agreement the City leases to the Society the lands and premises described in the attached Schedule "A", together with all buildings, erections, structures and works now or hereafter erected or constructed thereon and together with all wiring, plumbing and heating apparatus and equipment, elevators and fixtures (other than fixtures owned by the Society) and all improvements and appurtenances (all referred to as the "premises").

THE CITY AND THE SOCIETY FURTHER AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT**

This agreement shall commence on August 13<sup>th</sup>, 2018 and end on August 12<sup>th</sup>, 2028. However, the Society and the City may agree to extend the length of this

agreement for a further period of ten (10) years provided the City is satisfied with the management and operation of the Museum and both parties agree on the terms of any extension.

## 2. **TERMINATION OF AGREEMENT**

Either party may terminate this agreement without cause and without liability on one (1) year's notice in writing.

Should the City terminate the "Grant Agreement" the Society may terminate this agreement on six (6) months written notice.

The City may, at its sole discretion, terminate this agreement in accordance with the default provisions set out in section 7 of this agreement.

## 3. **OPERATION OF THE MUSEUM**

The City acknowledges that it has delegated the authority to determine the routine operation of the Museum to the Society and that it shall exercise such authority in accordance with the Society's goals and objectives as determined by the Society. However, the Society shall be responsible to the City for the operation of the Museum, including the following:

a) **Construction and Improvements**

To construct displays, exhibits, office and service space in accordance with the goals of the Society as determined by the Society.

b) **Collection of Fees**

The establishment and collection of fees and admission charges and the keeping of a complete record of all money received.

c) **Personnel**

The provision and supervision of all personnel deemed necessary by the Society for the operation of the Museum, such personnel to be and remain employees of the Society and be paid by the Society.

d) **Advertising**

The advertising of exhibits, displays, programs and shows available at the Museum.

e) **Accessibility**

To make the display areas of the Museum available to the general public at all times, subject to the Society's right to set reasonable "open hours", schedule special events, exhibitions and programs, and charge fees.



f) Compliance with By-laws

To comply with and conform to the requirements of every applicable statute, law, by-law or regulation requirement or order from time to time in force during the term hereof and any extension thereof. And further to comply with the current recommendations and guidelines from the Ontario Museum Association, the Canadian Museum Association and the Province of Ontario Ministry of Culture with respect to current collection standards, ethical behaviour and the avoidance of conflict of interest, as a body and individuals.

g) Inspection of Property

To permit the City's duly authorized agents at all reasonable times to enter and examine the premises and inspect the operations of the Museum.

h) Name of Museum

The Museum shall be officially named The Sault Ste. Marie Museum and the Society covenants not to rename the Museum without the prior written consent of the City.

i) Subletting

The parties acknowledge that the premises shall be utilized primarily for the Museum and its ancillary functions, however the Society shall have the authority to sublet such portions of the premises as may not be required for Museum functions with the consent of the City, provided that the total of such space as may be sublet does not exceed fifteen (15%) percent of the total floor space of the premises.

All approved tenants must supply to the City proof of general liability insurance in the amount of \$5,000,000.00, in which The Corporation of the City of Sault Ste. Marie has been named additional insured.

The Society shall advise the City when a tenancy has been terminated.

j) Insurance

The City and Society agree that the Museum shall be insured by the City under its (the City's) building, public liability and property damage and office contents insurance policy.

The Society acknowledges that the insurance referred to above pertains to the

building, public liability, property damage and some office contents. It shall be the responsibility of the Society to obtain and pay for adequate insurance on any chattels and fixtures.

k) Indemnities

To indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of any breach, violation or non-performance of any covenant, condition or agreement in this agreement on the part of the Society to be observed or performed.

4. **OPERATIONAL EXPENSES**

The Society shall be responsible for the operational expenses, costs, payments and outgoings incurred in respect of the premises. The allocation of funds for the below listed operational expenses is set out in Schedule "A" to the Grant Agreement, and categorized as "Other Operational Expenses".

5. **MAINTENANCE AND IMPROVEMENTS**

a) Maintenance and Repairs

Responsible for the day to day maintenance of the premises to keep the Museum and equipment in good working order and condition. The parties acknowledge that the City has no obligation to pay any of the expenses associated with repairs and maintenance except as may be specifically agreed to in writing.

b) Alterations and Improvements

The Society shall be responsible for any alterations, additions or improvements to the premises, provided however that any alterations, additions or improvements to the structure of the building will require the approval of the City. The parties acknowledge that the City has no obligation to pay any expenses associated with any alterations unless the City has agreed in writing to be obligated. Any alterations affecting the heritage designation of the building must be approved by the Municipal Heritage Committee.

6. **OBLIGATIONS OF THE CITY**

THE CITY AGREES WITH THE SOCIETY AS FOLLOWS:

a) Indemnity

To indemnify the Society against all liabilities, damages, costs, claims, loss or

actions arising out of the negligence of the City.

b) Sale by City

Should the City convey title to the property, this agreement shall terminate. The City shall give the Society one year's notice of its intention to convey the property.

7. **DEFAULT PROVISIONS**

This operating agreement shall be terminated:

- a) If the Society defaults in the payment of any sum payable hereunder; or
- b) If the Society fails to perform or observe any of the covenants, agreements or provisions contained in this agreement or the Grant Agreement on the part of the Society to be performed or observed and such failure shall continue for or shall not be remedied within the period of thirty (30) days next after the giving of written notice by the City to the Society of the nature of such failure; or
- c) If the Society goes bankrupt or becomes insolvent; or
- d) If the Society ceases to operate as a charitable organization.

Upon any such termination of the agreement the City shall not disturb the possession of any licensee who occupies part of the building so long as such licensee is not in default in the performance of his obligations under his licence.

8. **NOTICES**

All notices given pursuant to this agreement shall be sufficiently given if mailed, prepaid and registered, in the case of the City addressed to:

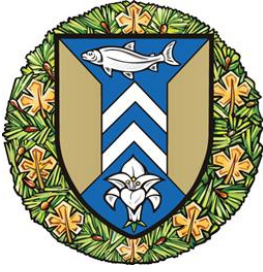
City Solicitor  
Legal Department  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, Ontario P6A 5X6

and in the case of the Society, addressed to:

The President  
Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society  
690 Queen Street East  
Sault Ste. Marie, Ontario P6A 2A4

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any such notice shall be deemed to be 48 hours after such mailing.





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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Carl Rumiel, Manager, Design & Transportation Engineering

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Central and East Davignon Creek Aqueduct Repairs – Engineering Fees

---

**PURPOSE**

The purpose of this report is to request Council approval to increase the fee limit in the engineering agreement with STEM for engineering services related to structural repairs to the East Davignon Creek Second Line crossing, just west of Farwell Terrace, and repairs to the small (westerly) Central Creek aqueduct on Central Street near McKenzie Avenue.

**BACKGROUND**

At the 2018 02 05 meeting of Council, the City entered in to an agreement with STEM Engineering Inc. to provide engineering services for the above-mentioned project. Contract 2018-10E was executed at the meeting of 2018 06 25 with the majority of the construction completed last summer and fall.

**ANALYSIS**

The original fee estimate in the agreement with STEM was \$95,000. Due to the contractor taking longer than what was originally anticipated and deferring the Farwell Terrace work to be completed in 2019, STEM requires an additional \$17,000 to complete the project.

The City's procurement by-law requires any in-scope change in excess of a 10% cumulative tolerance level and/or greater than the CAO's approval limit to be approved by Council. With the additional engineering fees, the engineering to construction ratio will be just under 15%, which is reasonable for a project of this magnitude. Staff recommends \$17,000 be added to the fee limit for a new project engineering fee total of \$112,000.

**FINANCIAL IMPLICATIONS**

The total original budget to complete this project was \$776,327 for construction and \$95,000 for engineering for a total of \$871,327. The \$17,000 in additional engineering fees can be covered by the unspent contingency allowance within the construction contract. Therefore, even with the new fees, the project will still be within the approved budget.

**STRATEGIC PLAN / POLICY IMPACT**

This report is linked to the new infrastructure focus area of the strategic plan.

**RECOMMENDATION**

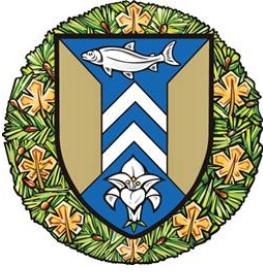
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design & Transportation Engineering dated 2019 03 18 be received, and that the recommendation to raise the engineering fee limit for the Central and East Davignon Creek Aqueduct Repairs by \$17,000 to \$112,000, be approved.

Respectfully submitted,



Carl Rumiel, P. Eng.  
Design & Construction Engineer  
705.759.5379  
c.rumiel@cityssm.on.ca



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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Carl Rumiel, Manager Design & Transportation Engineering**

**DEPARTMENT: Public Works and Engineering Services**

**RE: Bay Street Improvements – Revised Engineering Agreement**

---

**PURPOSE**

The purpose of this report is to request Council approval for an amendment to an engineering agreement with Kresin Engineering Corporation for the above-mentioned project due to a change in project scope.

**BACKGROUND**

At the 2014 09 08 meeting, Council provided approval to retain Kresin Engineering to provide engineering services associated with the partial reconstruction and resurfacing of Bay Street from Andrew Street to Pim Street. The scope of work for Kresin's engineering agreement included the preliminary design, detailed design, tendering and contract administration with the total fees of \$303,500 for resurfacing, conversion to three lanes and provision of a multi-use path.

At the 2017 07 17 meeting, Council approved retaining IBI Group to conduct a Class Environmental Assessment (EA) to review the downtown streets and look at the feasibility of converting downtown streets from one-way to two-way as well as look at other improvements to the downtown road network. In order to conduct this study, the Bay Street project that Kresin was working on was put on hold until the results of the EA were known.

The recommendations of the EA completed by IBI Group were to maintain the one-way streets in the downtown, to further reduce the number of lanes on Bay Street to two lanes and provide significant streetscape improvements. With the EA complete, the City is now ready to proceed with the Bay Street improvements.

### **ANALYSIS**

In order to complete the EA recommendations, there are now requirements for enhanced traffic engineering, traffic signal reconfiguration and landscape and urban design. To add this to the Bay Street engineering agreement, Kresin Engineering requires an additional \$240,000 to complete the project for a total engineering limit of \$543,500. Of this amount, \$65,850 has been spent to date.

The new total engineering fee limit represents approximately 12% of the engineering to construction ratio, which is appropriate for a road reconstruction project of this magnitude.

### **FINANCIAL IMPLICATIONS**

The revised total Kresin engineering fees of \$543,500 can be covered within the 2019 Capital Budget allocation for this project.

### **STRATEGIC PLAN / POLICY IMPACT**

This report is linked to the new infrastructure and quality of life focus areas of the strategic plan.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

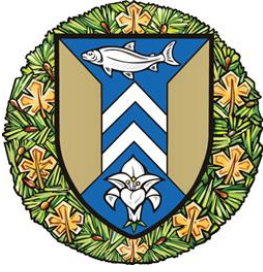
Resolved that the report of the Manager, Design and Transportation Engineering dated 2019 03 18 be accepted and that Council authorize the engineering fee limit in Kresin Engineering's agreement for the Bay Street Improvements be increased by \$240,000 to include traffic engineering, traffic signal reconfiguration and landscape and urban design for a revised total engineering limit of \$543,500.

Respectfully submitted,



Carl Rumié, P. Eng.  
Manager, Design & Transportation  
Engineering  
705.759.5379  
[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)





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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Carl Rumieli, Manager Design and Transportation Engineering**

**DEPARTMENT: Public Works and Engineering Services**

**RE: Bruce Street Reconstruction – Engineering Fees**

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**PURPOSE**

The purpose of this report is to request Council approval to increase the fee limit in the engineering agreement with WSP for engineering services on the reconstruction of Bruce Street from Queen Street to Wellington Street.

**BACKGROUND**

At the 2017 10 23 Council meeting, Council approved entering into an engineering agreement with WSP. The engineering fee estimate was \$217,859 for engineering services associated with the road reconstruction project.

At the time that the City entered into this agreement, there were no specific urban streetscape design requirements specified in their scope of work. In February of 2018, through design meetings, the Planning Division advised that there would be approximately \$190,000 allotted to this project for streetscape improvements to the downtown. At that time, WSP was directed to retain the services of a landscape architect to provide landscape and urban design features on the project. Other requirements of WSP that were not included in their original proposal include electrical design and a review of the Environmental Assessment requirements for narrowing of Bruce Street between Queen Street and Albert Street.

**ANALYSIS**

WSP requires an additional \$85,273 to complete the construction phase of the project for a total engineering limit of \$303,132. The new total engineering fee limit represents approximately 11% of the engineering to construction ratio, which is appropriate for a road reconstruction project of this magnitude.

**FINANCIAL IMPLICATIONS**

WSP’s additional fees of \$85,273 can be accommodated within the remaining 2017 Capital Budget allocation for preliminary engineering work done for 2018 projects prior to the 2018 budget approval.

**STRATEGIC PLAN / POLICY IMPACT**

This report is linked to the new infrastructure and quality of life focus areas of the strategic plan.

**RECOMMENDATION**

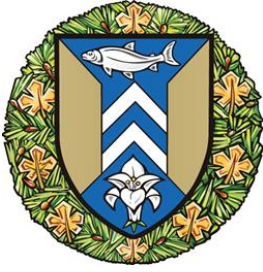
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2019 03 18 be accepted and that Council authorize the engineering fee limit in WSP’s agreement for the reconstruction of Bruce Street be increased by \$85,273 for a revised total of \$303,132.

Respectfully submitted,



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



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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Fire Chief Peter Johnson**

**DEPARTMENT: Fire Services**

**RE: Fire Protection Agreement with the Township of Prince**

---

**PURPOSE**

To provide Mayor and Members of City Council with information to enter into a Fire Protection Agreement with the Township of Prince.

**BACKGROUND**

Sault Ste. Marie Fire Services (SSMFS) has a long standing relationship with the Township of Prince. Through the District of Algoma Mutual Aid Plan SSMFS is the Township first call for assistance under the Mutual Aid Agreement. Mutual Aid agreements are predetermined plans that allow for participating fire services to request assistance from neighboring fire departments. The SSMFS is identified within Zone 2 of the mutual aid agreement that includes Echo Bay, Hilton, Desbarats, Tarbutt, St. Joseph Island, Prince, Johnson, Bruce Mines and Jocelyn. A review of the last five years (2014 to 2018) of responses to Prince show the following: 2014- Three (3) responses, 2015- Nine (9) responses, 2016- Five (5) responses, 2017- Eight (8) responses and 2018- Eight (8) responses.

**ANALYSIS**

In 2018, it was determined by Senior Fire Management that the calls for service to the Township of Prince were not meeting the requirement under the Mutual Aid Plan. The Township of Prince is experiencing some difficulties with recruitment and retention of Firefighters. When SSMFS responded to calls it was for Fire Protection Services due to lack of response from the current complement of Firefighters in the Township of Prince and not Mutual Aid.

Therefore, it is necessary that a Fire Protection Agreement be entered to encompass cost recovery methods for the City of Sault Ste. Marie when Fire Services respond to the Township of Prince.

Executing a By-Law to permit SSMFS to respond to Prince under the terms of a Fire Protection Agreement is necessary. Found elsewhere on the Agenda is the Agreement and By-law that outlines the terms and cost recovery methods.

**FINANCIAL IMPLICATIONS**

The Fire Protection Agreement with the Township of Prince will ensure full cost recovery for the City of Sault Ste. Marie for the services being provided. Costs associated with the provision of the service will no longer have a negative impact on the City's operating budget.

**STRATEGIC PLAN / POLICY IMPACT**

Does not apply

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Fire Chief dated 2019 03 18 concerning a Fire Protection Agreement be received and that;

1) The Fire Protection Agreement be submitted to the CAO of the Township of Prince in order to be ratified by their Mayor and Council. Further, the City of Sault Ste. Marie enter a Fire Protection Agreement with the Township of Prince for a period of one (1) year. Following the year an analysis and review will take place by Senior Fire Management.

2) By-Law 2019-57, being a by-law to allow Sault Ste. Marie Fire Services to respond to alarms as detailed in the Fire Protection Agreement with the Township of Prince which appears elsewhere on the Agenda and is recommended for Council approval.

Respectfully submitted,



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

## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (the “**Agreement**”) is dated the \_\_\_\_ day of \_\_\_\_\_, 2019.

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(hereinafter called the “**City**”)

**OF THE FIRST PART;**

- and -

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**  
(hereinafter called the “**Township**”)

**OF THE SECOND PART;**

**WHEREAS** pursuant to Section 2 of the *Fire Protection and Prevention Act, 1997* (“FPPA”) the Township is responsible to provide “Fire Protection Services” as that term is defined in the FPPA;

**AND WHEREAS** pursuant to Section 6 of the FPPA, the City and Township are parties to a Mutual Aid Plan for the District of Algoma updated as of April 2003 (“Mutual Aid Plan”), which was authorized by the City pursuant to City By-law 79-283;

**AND WHEREAS** pursuant to Section 2(5) of the FPPA, the City and Township may enter into an agreement to:

- (a) provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality; and
- (b) receive such fire protection services as may be specified in the agreement from a fire department situation outside the territorial limits of the municipality;

**AND WHEREAS** Council for the Township has requested that the City enter into an agreement pursuant to Section 2(5) of the FPPA to provide certain Fire Protection Services to the Township as specified in this Agreement, when the Township formally requests same through Central Algoma Communication Center (CACC) for the District

of Algoma, and which is separate and apart from the services set out in the Mutual Aid Plan;

**AND WHEREAS** the City is agreeable to providing certain Fire Protection Services to the Township subject to the terms and conditions specified herein:

**NOW THEREFORE** this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

## 1. DEFINITIONS

In this Agreement,

- (a) “**Designate**” means that person to whom the Fire Chief delegates his or her powers or duties as may be prescribed, subject to such limitations, restrictions or conditions as may be prescribed or set out in the delegation as set out in Section 6(6) of the FPPA;
- (b) “**Central Ambulance Communication Centre**” or “**CACC**” means the mission crucial, technologically complex workplace that provides the initial access point to Ontario’s emergency health services for victims of illness or injury for the entire Algoma District, an area covering over 70 000 sq. km’s. CACC dispatches fifteen (15) ambulances, eleven (11) fire departments and seven (7) first response teams in the Algoma District. Communications Officers receive 911, emergency and non-emergency requests for ambulance and fire services, determine the required level of response and provide seamless ambulance or fire dispatching services using the resources provided by the ambulance service operators or fire departments that have a contract for dispatching service;
- (c) “**Fire Area**” means the Fire Area of the Township as described in Schedule “A” which is attached to and forms part of this Agreement;
- (d) “**Fire Chief**” means the Fire Chief of the City, as appointed by the Council for the City in accordance with Section 6(1) of the FPPA; and
- (e) “**Fire Protection Services**” has the same meaning as that term is defined in Section 1 of the FPPA.

## 2. TERM

This Agreement shall commence January 1<sup>st</sup>, 2019 and terminate December 31, 2019. The Agreement is also subject to termination as prescribed in Section 8 of this Agreement.



### 3. FIRE PROTECTION SERVICES DETAILED (ALSO SUBJECT TO SECTION 4 OF THIS AGREEMENT)

- (a) The Township requests and the City agrees to provide the following **specific** Fire Protection Services to the Township, subject to Section 3 herein and Section 4 of this Agreement:
- (i) respond to alarms for property structure fires (including but not limited to residences, sheds, garages, buildings, etc.) on property in the Fire Area;
  - (ii) respond to alarms involving vehicle fires in the Fire Area; and
  - (iii) respond to alarms as a result of a motor vehicle accident in the Fire Area, including extrication services,

hereinafter collectively referred to as the “Specific Fire Services”.

- (b) The Township hereby acknowledges and agrees that pursuant to this Agreement, the City shall **not** respond to any other requests for Fire Protection Services other than the Specific Fire Services set out in Section 3(a) herein. For clarity sake, the Township hereby acknowledges and agrees that the Specific Fire Services provided by the City herein does **not** include Medical Assists, Carbon Monoxide Alarms, Burning/Open Air Burning Complaints, environmental spills, spills arising from a motor vehicle accident, and/or Forest Fires.
- (c) The Township and City further acknowledge and agree that the provision of Specific Fire Services pursuant to this Agreement is separate and apart from any Fire Protection Services to be provided by either of them pursuant to the Mutual Aid Plan.
- (d) The Township further acknowledges and agrees that current “Fire Protection Levels” established by the Township for the Fire Area is “Exterior/Defensive Operations”, meaning that the defensive mode:
- (i) is chosen to isolate or stabilize an incident to ensure it does not accelerate/advance. This may mean sacrificing a building on fire to save other buildings not involved;
  - (ii) may include the following tasks; ie. fire attack through a window or door opening, advancing an additional line to a point of entry, ventilation, shutting off utilities, providing aid for occupants that exited the dwelling, securing a water source or other tasks that can be performed safely; and
  - (iii) does not include any interior operations.

To this end, the Township hereby acknowledges and agrees that the City shall **not** perform any interior operations in the provision of Specific Fire Services pursuant to this Agreement.



4. **PROCEDURE FOR REQUESTS FOR SPECIFIC FIRE SERVICES PURSUANT TO THIS AGREEMENT**

- (a) The Township acknowledges and agrees that to activate this Agreement, the Township shall formally request the City to provide the Specific Fire Services through the CACC. To that end, the Township shall provide the CACC with the following information **each and every time** the Township makes a request for the provision of Specific Fire Services:
- (i) the nature of the alarm/call and Specific Fire Service being requested;
  - (ii) the location for the response;
  - (iii) the number of all Township Fire personnel/members/volunteers that are responding to the call (if any);
  - (iv) the number of all Township Fire personnel/members/volunteers that are on scene at the location (if any);
  - (v) the type and number of any apparatus being deployed or on scene at the location (if any); and
  - (vi) whether or not this is a Specific Fire Service pursuant to this Agreement or a Fire Protection Service under the Mutual Aid Plan.
- (b) For each and every time the Township makes a request for the provision of Specific Fire Services, the Fire Chief or Designate shall determine in his/her sole discretion if the City shall respond, the nature of the response it shall provide and communicate same to the Township. To that end:
- (i) the Township acknowledges and agrees that the City, through the Fire Chief or Designate may communicate that the City shall **not** respond to a particular request for the provision of Specific Fire Services. In such an event, the Township accepts that there shall be no action by the City in relation to that request and the City shall have no further responsibilities or liabilities in relation to the request so made.
  - (ii) the Township further acknowledges and agrees that the City, through the Fire Chief or Designate may communicate that the City shall respond to a particular request for the provision of Specific Fire Services and **only** in such an event, the City's provision of Specific Fire Services shall proceed as follows:
    - a. The Fire Chief or Designate shall, if he/she determines it is appropriate, provide one (1) Fire Apparatus staffed with Firefighters to respond.
    - b. In the event of a Fire, and if the Fire Chief or Designate determines it is appropriate, a Tanker may be deployed to supply sufficient water for the operations.
    - c. Should any additional staff or apparatus be required for safety reasons or any other reasons it shall be at the discretion of the on

- scene City Fire Service Commander in consultation with the Fire Chief or Deputy Fire Chief.
- d. The Fire Chief or Designate in his/her sole discretion may also refuse to supply the described response to the request for Specific Fire Services if such response personnel, apparatus, or equipment are required in the City of Sault Ste. Marie.
  - e. The Fire Chief or Designate in his/her sole discretion may order the return of such apparatus, equipment, or personnel that is responding to or is at the scene of an incident in the Township.
  - f. The City shall **not** perform any interior operations in the provision of Specific Fire Services.
  - g. The Fire Chief or Designate, shall have full authority and control over any and all activities in which the City Fire Service may be engaged in the Fire Area of the Township.
- (c) In the event that the City provides Specific Fire Services pursuant to this Agreement, the Township hereby undertakes and shall ensure that a person(s) the Township deems competent arrives on scene at the location of the incident within and no later than two (2) hours of the Township's call to CACC. The Township acknowledges and agrees that a transfer of Command shall then take place and care and control of the scene shall transfer from the City to the Township at that time, and all property shall be the responsibility of said person(s) that the Township has deemed competent. The City shall thereafter depart the scene/location of incident.
- (d) The Township agrees that City shall not be responsible to provide any Fire Investigation or Incident Reporting to the Ontario Fire Marshal and Emergency Management as a result of the provision of any Specific Fire Services pursuant to this Agreement. This will remain the sole responsibility of the Township.
- (e) The Township shall immediately following signing this Agreement provide the City with a map of the Fire Area that clearly indicates all readily accessible static sources of water available for fire fighting operations.
- (f) The Township represents and warrants that there is only one bridge in the Fire Area, located on Gagnon Road, that has a sixteen (16) tonne weight limit. The Township further represents and warrants that there are no other bridges in the Fire Area other than two on Base Line and Town Line that are shared with the City.
- (g) The Township acknowledges that Section 2(1) of the FPPA provides that every municipality shall:
- (i) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire

prevention; and

- (ii) provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.

The Township acknowledges and agrees that it shall immediately upon executing this Agreement provide written communication to all residents and homeowners in the Fire Area to communicate to all residents:

- (i) the level of service set by Council of the Township (ie. Exterior/Defensive Operations) and what that means/what is excluded; and
  - (ii) the response City Fire Services **may** provide in the provision of Specific Fire Services (and what is excluded pursuant to this Agreement), and highlight that the City shall only provide exterior/defensive operations and **shall not under any circumstances** provide an interior attack/response or rescue operations during the provision of Specific Fire Services.
- (h) The Township further acknowledges and agrees to forthwith provide written notice to residents and homeowners that have limited or difficult access that the City Fire Services shall not respond to these locations.
  - (i) The Township shall keep a copy of the written notice provided under subsection (g) and (h) herein, and shall immediately provide a copy of same to the City when requested.

## 5. COSTS

The Township covenants and agrees to pay the City for the provision of any Specific Fire Services answered by the City in the Fire Area on the following basis:

- (a) The Township shall pay the City on a “per call” and “per apparatus” basis pursuant to the current Ministry of Transportation (MTO) Rate, effective November 1, 2018, specifically at the rate of \$477.00 per hour per Fire Apparatus Responding.
- (b) For the purpose of up staffing, in order for the Sault Ste. Marie Fire Service to maintain its minimum on duty staffing of fifteen (15) Firefighters for a minimum of three (3) hours, the current collective agreement for a Platoon Chief is \$80.85, a Fire Officer is \$76.53, a Firefighter is \$67.28. The Township shall pay the City all up staffing costs incurred by the City to fulfill its necessary staffing requirements given the provision of Specific Fire Services. The up staffing cost will be based on how many Fire Apparatus are committed to the Fire Call in the Township’s jurisdiction and shall be determined and calculated by the City in its sole discretion in accordance with rates set out herein. The Township shall pay such staffing costs as calculated and determined by the City.

- (c) The Township further acknowledges and agrees that the prescribed Rates in section 3(a) and 3(b) are subject to change at the City's sole discretion and subject to the annual MTO Rate and the Sault Ste. Marie Professional Firefighters Association Local 529 Collective agreement with the City without prior notice.
- (d) The Township shall pay the City a 25% administration fee on top of the total amount to administer the terms in this Agreement on a per call basis.
- (e) The City shall promptly invoice the Township following the provision of Specific Fire Services pursuant to this Agreement and thereafter the Township shall pay the City within thirty (30) days the amount so invoiced by the City.

## **6. INDEMNITY**

- (a) The Township hereby covenants and agrees that it shall, at all times, fully indemnify and hold harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, workplace safety and insurance compensation and occupational health and safety matters, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the provision of Specific Fire Services or connected with this Agreement.
- (b) The Township hereby covenants and agrees that it shall at all times fully indemnify and hold harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings brought by an employee of the City as a result of providing Specific Fire Services pursuant to this Agreement, including but not limited to Workplace Safety Claims/Costs, Post Traumatic Stress Claims, and any other claims/costs of any nature or kind that may be incurred by the City as a result of the provision of Specific Fire Services pursuant to this Agreement. The Township acknowledges that the intent of this Agreement is that the City shall be at no risk or expense to which it would not have been put had this Agreement not been entered into and/or the provision of Specific Fire Services had not been provided.
- (c) To this end, the Township hereby acknowledges and agrees that the City shall retain counsel of its own choice to defend any such any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs,

charges and other proceedings as set out herein, and that the City shall have full control over the City's defence and or response to such proceedings, and further, that all costs incurred by the City in the defence and/or response to such proceedings (including solicitor/client costs on a substantial indemnity scale basis), shall be paid by the Township immediately upon demand by the City as incurred by the City.

## **7. LIMITED LIABILITY AND RELEASE**

The Township hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the Township further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Township or to anyone for whom the Township may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Township or any of the Township's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein.

## **8. TERMINATION**

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least ninety (90) days prior written notice of its intention to terminate.
- (b) Unless terminated earlier or in accordance with Clause a, this Agreement shall terminate on December 31, 2019. If the Township wants to extend the Agreement beyond the said date, the Township shall provide the City ninety (90) days' written notice of its intention to renegotiate a new agreement. The extension of this Agreement (if any) is subject to the successful negotiations of the parties hereto following receipt of this notice and Council approval of both parties.
- (c) In the event the Township fails to make any payment as set out in Clause 2, the City may, at its option and upon thirty (30) days written notice to the Township, terminate this Agreement.
- (d) Paragraphs 2-7 inclusive shall survive the termination or completion of this Agreement.

## **9. INSURANCE**

The Township represents and warrants that it has and shall maintain for the Term of this Agreement, at its own cost and expense, with insurers satisfactory to the City, all the necessary and appropriate insurance that a municipality as defined in the *Municipal Act, 2001* would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million (\$5,000,000.00) Dollars with an Umbrella of Twenty

Million (\$20,000,000.00) Dollars in addition to same. The Policy shall insure all claims for damage to property, personal injury or death or any other losses or damages, both direct and indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to or in the connection with this Agreement. The Policy shall name the City as an "Additional Insured". The Township shall provide a Certificate of Insurance confirming the coverages in place, to the satisfaction of the City's Risk Manager immediately upon execution of this Agreement.

## 10. NOTICE

The City or the Township upon Termination shall provide written notice to the other party of their intention to do so. Notices shall be addressed to the party for whom intended at such party's address herein specified.

### **The City:**

Fire Chief  
The Corporation of the City of Sault Ste. Marie  
P.O. Box 580  
Sault Ste. Marie, Ontario  
P6A 5N1  
Email: [p.johnson@cityssm.on.ca](mailto:p.johnson@cityssm.on.ca)

### **The Township:**

CAO/Clerk-Treasurer  
Township of Prince  
3042 Second Line West  
Prince Township, ON  
P6A 6K4  
Email: [pgreco@twp.prince.on.ca](mailto:pgreco@twp.prince.on.ca)

In the case of written notice that is mailed, such notice shall be deemed to have been received by the addressee in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the fourth (4<sup>th</sup>) business day, excluding Saturdays, next following the date of mailing. If the notice is sent via email, the notice shall be deemed to be received on the same day that the notice is emailed.

## 11. GENERAL PROVISIONS

- (a) This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

- (b) This Agreement and Schedule “A” appended hereto constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.
- (c) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.
- (d) This Agreement shall ensure the benefit of and be binding upon the respective successors and assigns of the parties hereto.

**IN WITNESS WHEREOF** the part of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

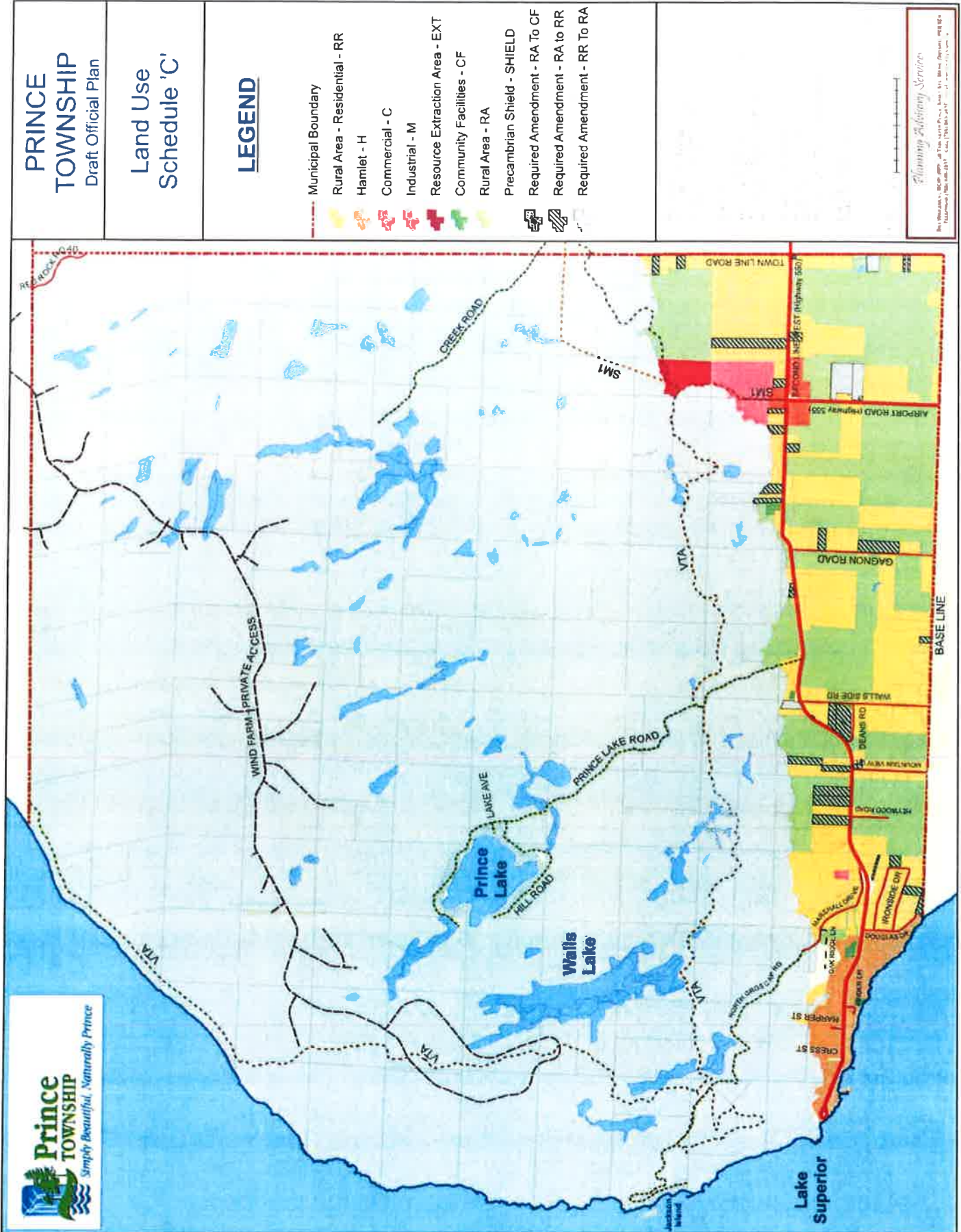
\_\_\_\_\_  
Mayor – Christian Provenzano

\_\_\_\_\_  
City Clerk – Malcom White

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**PRINCE TOWNSHIP**  
Draft Official Plan

**Land Use Schedule 'C'**

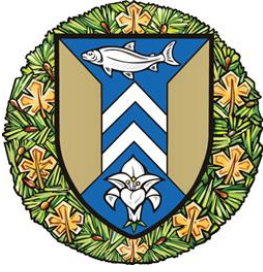
**LEGEND**

- Municipal Boundary
- Rural Area - Residential - RR
- Hamlet - H
- Commercial - C
- Industrial - M
- Resource Extraction Area - EXT
- Community Facilities - CF
- Rural Area - RA
- Precambrian Shield - SHIELD
- Required Amendment - RA To CF
- Required Amendment - RA to RR
- Required Amendment - RR To RA

Planning & Advisory Services  
 100 Main Street, Suite 101, Markham, Ontario L3R 0K7  
 Tel: (905) 477-1111 Fax: (905) 477-1112







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

March 18, 2019

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Karen Fields, City Solicitor

**DEPARTMENT:** Legal Department

**RE:** Deeming By-law – Harris & Buckley Subdivision, Plan M30 (Sault Marine Services Inc.)

---

**PURPOSE**

The purpose of this report is to bring to Council a request received from Mr. Robert Dumanski, on behalf of his clients, the owners of PCL 771 SEC AWS; LT 6 PL M30 KORAH; PCL 684 SEC AWS; LT 7 PL M30 KORAH; and PCL 1130 SEC AWS; LT 8 PL M30 KORAH.

**ATTACHMENT**

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

**BACKGROUND**

The owners of PCL 771 SEC AWS; LT 6 PL M30 KORAH; PCL 684 SEC AWS; LT 7 PL M30 KORAH; and PCL 1130 SEC AWS; LT 8 PL M30 KORAH (civics 295 & 299 Farwell Terrace) have 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 on title, would be that this property would be treated as one block of land and 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 Pozzebun, 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**

No implications to tax assessment.

Deeming By-law – Harris & Buckley Subdivision, Plan M30 (Sault Marine Services Inc.)

2019 03 18

Page 2.

**STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that By-law 2019-48 which has the effects of deeming PCL 771 SEC AWS; LT 6 PL M30 KORAH; PCL 684 SEC AWS; LT 7 PL M30 KORAH; and PCL 1130 SEC AWS; LT 8 PL M30 KORAH, Harris and Buckley Subdivision (civics 295 & 299 Farwell Terrace) as not being part of a plan of subdivision be recommended for approval. By-law 2019-48 appears elsewhere on the agenda.

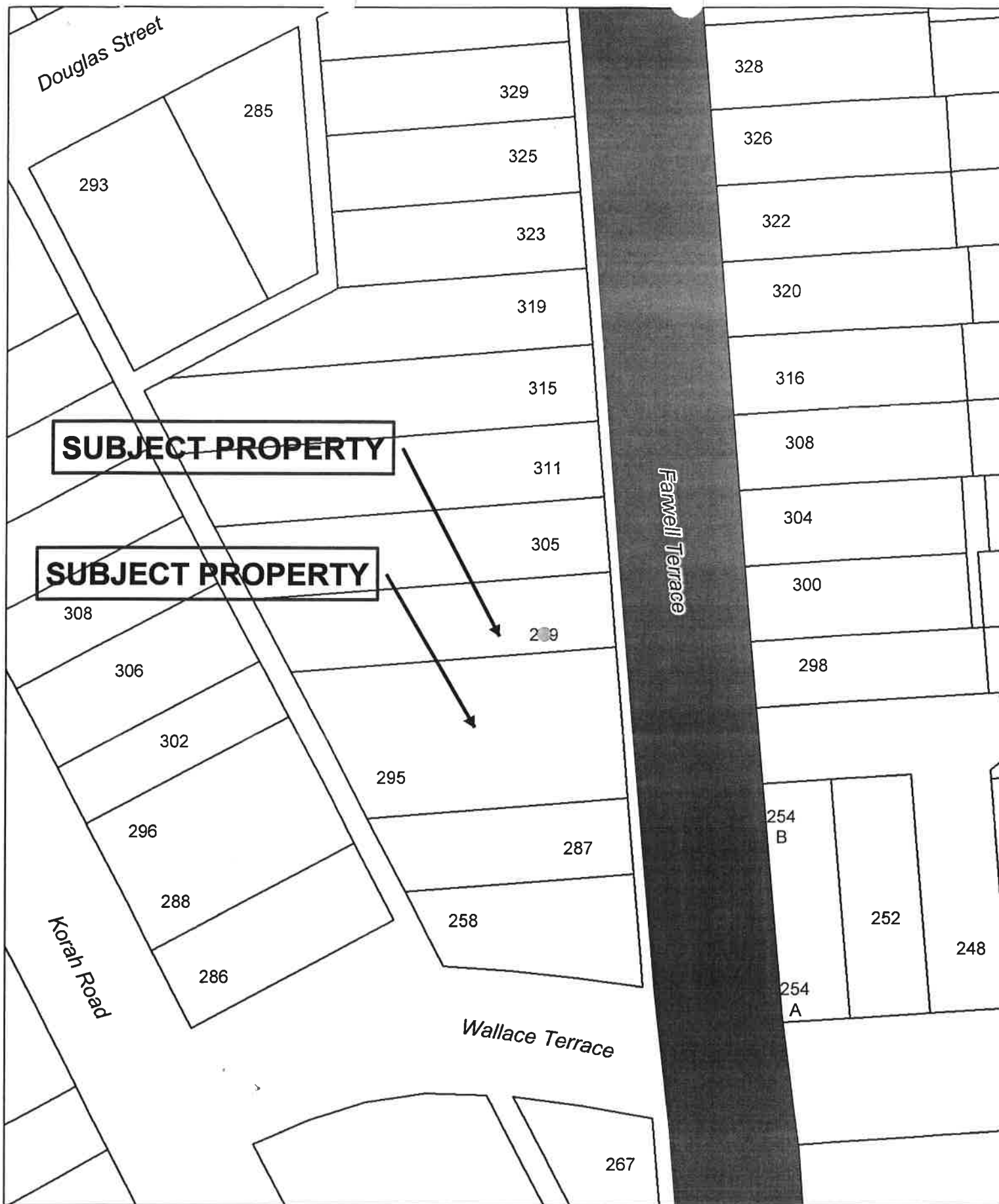
Respectfully submitted,

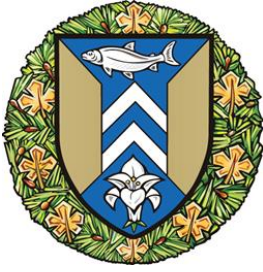


Karen Fields  
City Solicitor

KF/tj  
Enclosure

PR6\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\OPEN - Deeming for 299 & 295 Farwell Terrace.docx





The Corporation of the  
City of Sault Ste. Marie  
**C O U N C I L   R E P O R T**

March 18, 2019

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jeffrey King, Solicitor/Prosecutor

**DEPARTMENT:** Legal Department

**RE:** Housekeeping – Amendments to By-law 2019-32 (Parking)

---

**PURPOSE**

The purpose of this report is to request Council's approval to amend Parking By-law 2019-32.

**BACKGROUND**

On February 11, 2019, City Council passed By-law 2019-32 being a by-law to amend By-law 77-200, 4001 and 69-80 (Parking).

**ANALYSIS**

Minor amendments to the by-law are proposed to improve clarity.

**FINANCIAL IMPLICATIONS**

No financial impact.

**STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Housekeeping re Amendments to Applicable Parking By-laws

2019 03 18

Page 2.

By-law 2019-52 being a by-law to amend by-law 2019-32 appears elsewhere on the Agenda and is recommended for your approval.

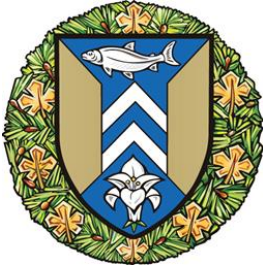
Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor

JK/da

LEGAL\STAFF\COUNCIL\REPORTS\2019\HOUSEKEEPING - AMENDMENTS TO 2019-32.DOCX



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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Karen Fields, City Solicitor**

**DEPARTMENT: Legal Department**

**RE: Court Security and Prisoner Transportation Agreement**

---

**PURPOSE**

The purpose of this report is to seek Council's approval to extend an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Community Safety and Correctional Services for funding for court security and prisoner transport until December 31, 2019.

**ATTACHMENT**

Attached as Schedule "A" is a copy of the Certificate of Insurance, which is required as per the Agreement.

**BACKGROUND**

The current agreement with the Ministry expired on December 31, 2018. The funding agreement with the Province has been in place since 2012. The City provides the Province with its court security and prisoner transportation costs and the Province allocates funds accordingly.

**ANALYSIS**

The new agreement continues on the same terms in essence. The City through Police provides court security and prisoner transport for court appearances and for transport between correctional institutions. The Province agrees to provide funding for the same. The Province makes payments to the City in instalments throughout the term of the contract.

**FINANCIAL IMPLICATIONS**

The funding is of significant assistance in providing the essential services of court security and prisoner transportation.

**STRATEGIC PLAN / POLICY IMPACT**

The agreement is consistent with the City's commitment to fiscal responsibility through providing quality and affordable services.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

The Agreement with the Province for funding of court security and prisoner transportation is recommended for your approval. By-law 2019-51 which authorizes the execution of the agreement is located elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Karen Fields  
City Solicitor

KF/tj

P2\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\Court Security and Prisoner Transportation Agreement.docx



# CERTIFICATE OF INSURANCE

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.**

|   |  |  |  |
|---|--|--|--|
| <b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b>       |  | <b>2A. INSURED'S FULL NAME AND MAILING ADDRESS</b>   |  |
| Ministry of Community Safety and Correctional Services        |  | The Corporation of the City of Sault Ste Marie &/or Sault Ste Marie Police Services  |  |
| Public Safety Division  |  | 99 Foster Drive, PO Box 580 , Sault Ste Marie, ON P6A 5N1  |  |
| 25 Grosvenor Street, 12th Floor                               |  | <b>2B. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS</b><br>(but only with respect to the operations of the Named Insured) |  |
| Toronto ON POSTAL CODE M7A 2H3                                |  |  |  |
| Re: Court Security and Prisoner Transportation (CSPT) Program |  |  |  |

**3. COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

| TYPE OF INSURANCE   | INSURANCE COMPANY AND POLICY NUMBER                  | EFFECTIVE DATE<br>(M/d/yyyy) | EXPIRY DATE<br>(M/d/yyyy) | LIMITS OF LIABILITY<br>(Canadian dollars unless indicated otherwise)   |           |  |
|---|--|------------------------------|---------------------------|--|-----------|--|
|   |  |                              |                           | COVERAGE   | DED.      | AMOUNT OF INSURANCE  |
| <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS MADE <b>OR</b> <input checked="" type="checkbox"/> OCCURRENCE<br><input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS<br><input checked="" type="checkbox"/> EMPLOYER'S LIABILITY<br><input checked="" type="checkbox"/> CROSS LIABILITY<br><input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY<br><input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES<br><input type="checkbox"/> HIRED AUTOMOBILES<br><input type="checkbox"/> POLLUTION LIABILITY EXTENSION<br><br>Blanket Contractual Included | Certain Lloyd's Underwriters - 11 - Binder SSM2019GL | 2/28/2019                    | 2/28/2020                 | COMMERCIAL GENERAL LIABILITY<br>BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE EACH OCCURRENCE<br>PRODUCTS AND COMPLETED OPERATIONS AGGREGATE<br>PERSONAL AND ADVERTISING INJURY LIABILITY<br>MEDICAL PAYMENTS<br>TENANTS LEGAL LIABILITY<br><br>NON OWNED AUTOMOBILE | \$100,000 | \$5,000,000<br>\$5,000,000<br>\$5,000,000<br>\$5,000,000<br>\$5,000,000<br>\$5,000,000 |
| <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> DESCRIBED AUTOMOBILES<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> LEASED AUTOMOBILES **<br><input type="checkbox"/><br><input type="checkbox"/><br>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE  |  |                              |                           | BODILY INJURY AND PROPERTY DAMAGE COMBINED<br><br>BODILY INJURY (PER PERSON)<br>BODILY INJURY (PER ACCIDENT)<br><br>PROPERTY DAMAGE  |           |  |
| <b>EXCESS LIABILITY</b><br><input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM<br>(specify) _____   |  |                              |                           | EACH OCCURRENCE<br><br>AGGREGATE   |           |  |
| <b>OTHER LIABILITY (SPECIFY)</b><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/>  |  |                              |                           |  |           |  |

**4. CANCELLATION**

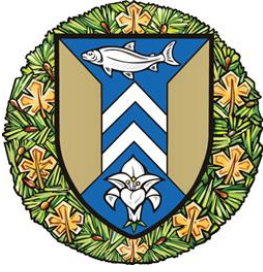
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

|  |                     |  |  |
|--|---------------------|--|--|
| <b>5. BROKER'S FULL NAME AND MAILING ADDRESS</b> |                     | <b>6. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b>                            |  |
| Algoma Insurance Brokers Limited                 |                     | Ministry of Community Safety and Correctional Services and Her Majesty the Queen |  |
| 855 Queen Street E Suite 200                     |                     | in Right of Ontario, her Ministers, Agents, Appointees and Employees             |  |
| Sault Ste. Marie ON                              | POSTAL CODE P6A 2B3 |  |  |
| BROKER'S CLIENT ID: 020785                       |                     | POSTAL CODE  |  |

**7. CERTIFICATE AUTHORIZATION**

|   |   |  |                         |
|---|---|--|-------------------------|
| SIGNATURE OF AUTHORIZED REPRESENTATIVE<br>  | PRINT NAME<br>Tracey Paolucci, C.A.I.B.             | POSITION HELD<br>Commercial Account Manager    | DATE<br>March 05, 2019  |
| COMPANY<br>Algoma Insurance Brokers Limited | EMAIL ADDRESS<br>tpaolucci@algomafinancialgroup.com | CONTACT NUMBER<br>HOME BUSINESS (705) 949-6555 | CELL FAX (705) 949-3513 |





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

**C O U N C I L   R E P O R T**

March 18, 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: Algoma University School of Business and Economics - 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 Algoma University for the School of Business and Economics.

**BACKGROUND**

Algoma University, established in 1965 in Sault Ste. Marie, Ontario, is one of Ontario's 21 publicly funded universities. Originally an affiliate college of Laurentian University, the institution was granted an independent charter from the Province of Ontario in 2008.

Algoma University is currently implementing a range of forward looking strategic initiatives intended to grow enrolment to three-thousand (3000) students within the next seven years. This figure represents targeted enrolment at all three of the University's campuses – Timmins, Brampton, and Sault Ste. Marie (main campus location).

One of the key drivers of enrolment growth is the expansion of the School of Business and Economics, a strategic institutional priority identified by both the Algoma University Board of Governors and Academic Senate. The establishment of the School of Business and Economics, launched in July 2018, supports the continued development of Algoma's most highly subscribed program of academic study.

It is anticipated the increased profile and prestige associated with such a school will provide long-term benefits to students and the broader Sault Ste. Marie Community. The School of Business and Economics has been identified as the

lead driver in the development of a corporate/continuing education training centre to support a range of regional business needs, including the community's largest employer, Algoma Steel.

The University has identified a space on the SSM campus that will house the School of Business and Economics, maximizing the opportunity to raise the profile of this strategic initiative. This EDF application is intended to support all stages of the renovation, including related technology requirements needed to outfit the new training centre that will be part of the School of Business and Economics.

The application also supports costs associated to prepare the designated location for a retrofit toward environmentally friendly, low energy consumption, high efficiency materials and systems.

As part of Algoma University's concerted mission to increase enrolment and provide much needed additional learning and training opportunities for Sault Ste. Marie, they are initiating a \$5.28 million expansion of the School of Business and Economics at our Sault Ste. Marie campus.

Algoma University is requesting a total of \$400,000 over the next three fiscal years from the Sault Ste. Marie Economic Development Fund (EDF) to complete a four-phase process for the School of Business and Economics as follows:

- Phase One : Architectural Services, Stakeholder Consultations, Marketing Strategy, Economic Impact Assessment, and Operational Considerations (no EDF funds requested for this phase)
- Phase Two: Pre-construction Consulting, Project Management and Engineering fees: EDF contribution \$125,000.
- Phase Three: Construction: EDF contribution \$150,000
- Phase Four: Post construction equipment purchases: EDF contribution \$125,000

Algoma University estimates their in-kind contribution to the project to be \$776,000.

Algoma University has a growth forecast for the Sault Ste. Marie campus to increase from 1,300 in 2017-18 to a target of 1,820 by 2020-21 and then to 2,150 by 2024-25. The growth targets for the Sault Ste. Marie campus in the Business and Economics program are to grow to 420 by 2020-21 (from 299 in 2017-18 in 2017-18) and to 496 in 2024-25.

Algoma University has provided information on the expected economic benefits of the project. An economic impact study conducted by the Council of Ontario Universities (COU) indicates that, on average, out-of-region students annually

spend \$21,000 in the community in which they study. Algoma University will be conducting a comprehensive Economic Impact Study of all three campuses in the next 4 months, and the final draft will be completed in June. Using the preliminary numbers, the School of Business and Economics is expected to bring 207 Out of Region students to Sault Ste. Marie by 2020-21 generating average spending of \$4,347,000 in the community. By 2024-25, 245 Out of Region students are predicted to enrol at the Sault Ste. Marie campus resulting in average spending of \$5,145,000 in the community.

Increased enrolment generated as a result of this initiative will result in a long-term increase in both the faculty (full- and part-time), support staff complement at Algoma University. It is anticipated that this will result in approximately ten new (FTE) positions within the school.

The work associated with the construction phase of this project is anticipated to support employment for approximately 40 skilled trades positions (electricians, plumbers, HVAC, general labourers, etc.) as well as professional service personnel (architect, engineers, etc.).

Given the priority placed on experiential learning and the associated partnership development opportunities that will emerge with regional employers, over time, this initiative will generate hundreds of additional student work-study, co-op and internship opportunities.

As an additional benefit, Algoma University has indicated that each year they welcome hundreds of international students from around the world. These students enrich the academic fabric of the institution and provide local students with a glimpse of other cultures and ways of thinking. Students from India, Bangladesh, China, Japan, Saudi Arabia, and a host of other countries have studied in Sault Ste. Marie and many have enjoyed the small university environment where they form close bonds with faculty, staff, and other students. International students bring diversity to the community, and, increasingly, these students seek to remain in the community upon graduation further contributing to Sault Ste. Marie's entrepreneurial, innovation and new business start-up activity through an ever expanding highly skilled workforce and the emerging cross-cultural dynamic in the region.

The proposed timing for the project is:

- April 2019 - Funding affirmation and announcements
- Spring 2019 - Procurement of architectural firm hired and detailed drawings/design underway
- Summer 2019 - Operation Plans/ architectural drawings completed
- Fall 2019 - Construction documents and construction tender issued
- Winter 2020 - Construction tender awarded

- Spring 2020 - Renovation begins (construction commences) – funding dependent

Algoma University has submitted applications to NOHFC and FedNor as well to assist with this initiative. Algoma University has also supplied letters of support from the Chamber of Commerce (Attachment B1) and Algoma Steel (Attachment B2) in support of their application.

### **ANALYSIS**

Algoma University has clearly outlined in their application how this project will provide a number of economic benefits. The addition of a minimum of ten FTE positions, support of approximately 40 construction jobs and positive impact to the community from the additional spend of out-of-region students is significant.

In addition, Algoma University has also outlined how the project aligns with four pillars and overarching goals of the FutureSSM project including:

- Growing our post-secondary institutions
- Promoting our community
- Building our labour force
- Inviting immigration and welcoming newcomers
- Advancing indigenous relationships

The current EDF criteria outlines that projects should create significant benefit to the community in the areas of tax assessment, job creation and other benefit to Sault Ste. Marie. This project will create employment in the community and has a number of strategic benefits to Algoma University and the community at large.

In the past, City Council has provided funding support to both post-secondary institutions including \$1M to assist with strategic growth initiatives and \$400,000 from the EDF to Sault College for their IE3 project.

It should be noted that Algoma University does receive \$40,000 from the City in its grants to outside agencies. This year that funding was updated to include \$20,000 towards scholarships and \$20,000 to assist with recruitment initiatives.

### **FINANCIAL IMPLICATIONS**

There remains \$117,000 uncommitted from the 2018 EDF. The 2019 EDF allocation of \$500,000 is currently fully uncommitted.

Should Council approve the application, it is recommended \$117,000 be allocated from the 2018 EDF, and the remaining \$283,000 can be split evenly (\$141,500) from the 2019 and 2020 EDF.

Upon approval, the \$400,000 will be distributed on a percentage claims basis towards total eligible project costs of \$5.28M.

**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 2018 03 18 concerning the EDF application from Algoma University for the School of Business and Economics in the amount of \$400,000, be approved, with the allocation of \$117,000 from the 2018 EDF, \$141,500 from the 2019 EDF, and \$141,500 from the 2020 EDF; contingent upon confirmation of all external funding.

Respectfully submitted,



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

# Project Expansion Plan School of Business & Economics

February 5th, 2019



Presented to the City of Sault Ste. Marie, Economic Development Fund (EDF)





## TABLE OF CONTENTS

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| <b>INTRODUCTION</b>   | <b>3</b>  |
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## INTRODUCTION

As part of Algoma University's concerted mission to increase enrolment and provide much needed additional learning and training opportunities for Sault Ste. Marie, we are initiating a \$5.28 million expansion of the School of Business and Economics at our Sault Ste. Marie campus.

In recent years there has been a trend towards lower student numbers at the university; this has had an impact on the University's financial ability to initiate new programs, courses of study, and physical improvements to the campus. Declining enrolment also affects the local economy. With appropriate funding, a plan will be completed to expand our School of Business and Economics to maximize its potential and increase enrolment, particularly through international recruitment. This initiative is a key strategy in ensuring the University's sustainability and as a meaningful contributor to Sault Ste. Marie's social and economic fabric.

To ensure the most effective and efficient development process takes place, we are requesting a total of \$400,000 over the next three fiscal years from the Sault Ste. Marie Economic Development Fund (EDF) to complete a four-phase process for the School of Business and Economics as follows:

**Phase One:** Architectural Services, Stakeholder Consultations, Marketing Strategy, Economic Impact Assessment, and Operational Considerations.

**Phase Two:** Pre-construction Consulting, Project Management and Engineering fees:

– EDF contribution \$125,000.

**Phase Three:** Construction:

– EDF contribution \$150,000

**Phase Four:** Post construction equipment purchases:

– EDF contribution \$125,000

Our plan incorporates four (4) proactive considerations for the sustainability and growth of our University and the Sault Ste. Marie community.

1. **Community innovation and sustainability** - Algoma University School of Business & Economics student growth is directly tied to the proposed expansion of a number of key programming initiatives at the University. The university must provide programming that is in demand in Northern Ontario and globally. The School of Business and Economics will therefore provide a critical role in Algoma University's goal of increasing enrolment and ensuring overall sustainability for the University.
2. **Adapting to the local reality** - The enrolment growth resulting from new strategic initiatives Algoma University is undertaking (primarily in the areas of Business, Science, and Computer Science) will target an overall enrolment increase of 50 percent, a departure from the trend of decline the organization has been experiencing in the five previous years leading up to 2018. Under these strategic enrolment priorities, the enrolment goal is to increase from 1472 to 3000 students by 2024/25.
3. **Building upon our success** - To date, the Brampton campus has doubled in enrolment since the announcement of the School of Business and Economics. That trend can be expected to continue on the Sault Ste. Marie campus as expansion plans are enacted.
4. **Building sustainable communities** - Our university's impact on the social, economic, environmental, and cultural fabric of our community are at the forefront of our proposed expansion. The construction will be guided by these values ensuring we are playing a lead role in building a stronger SSM and a better community for all.

We are proud of our University's relationship with the City of Sault Ste. Marie and are confident that our plan for expanding the School of Business and Economics will positively impact what our great city has to offer. We look forward to working through this application process with you.

## 4.0 APPLICATION REQUIREMENTS

### 4.1 Applicant Information

**4.1.2 Legal name of business/organization:** Algoma University

**Names of Officers, Directors & Principals:** Chair: Mark Nogalo  
Vice-Chair: David Nanang  
President & Vice Chancellor: Asima Vezina  
VP Finance & Operations: Robert Battisti

### 4.1.3 History of Organization

Algoma University, established in 1965 in Sault Ste. Marie, Ontario, is one of Ontario's 21 publicly funded universities. Originally an affiliate college of Laurentian University, the institution was granted an independent charter from the Province of Ontario in 2008.

### 4.1.4 Organization Mandate:

As an undergraduate, teaching-focused university, the institution places an emphasis on serving the needs of Northern Ontario, offering a wide range of degrees spanning the liberal arts, sciences, and professional disciplines, that meet the needs of Northern Ontario employers.

As a partner with Shingwauk Kinooamaage Gamig, Algoma University has a special mission to cultivate cross-cultural learning between Indigenous populations and other communities.

In recent years Algoma University has expanded with additional campus locations in Brampton and Timmins. However, the institution's Sault Ste. Marie campus serves as the administrative hub for School of Business and Economics activity.

The University's current five-year Strategic Plan, adopted in 2016, outlines a series of core institutional objectives intended to guide university operations and development. Expansion of the School of Business and Economics at the Sault Ste. Marie campus, including a collaborative partnership to restore and expand the on-site Shingwauk Residential School Centre into a historic archive, training centre and tourism draw that is consistent with the directives of the Truth and Reconciliation Commission, aligns with a range of objectives within the Strategic Plan.

**4.1.5 Key contact for initiative:** Colin Wilson  
Director of Strategic Advancement  
W.705.949.2301, ext 4115  
M.705.989-8401  
[Colin.wilson@algonau.ca](mailto:Colin.wilson@algonau.ca)

### 4.1.6 Contributing partners:

Applications for funding are currently before the following funding entities:

- NOHFC (Kristine Kucher)
- FedNor (Pam McRae)

Potential funding may be sought from other partners including non-government organizations private donations, fundraising initiatives and other Federal and Provincial programs that are being explored.

**4.1.7 References:**

NOHFC ([Christine.Kucher@ontario.ca](mailto:Christine.Kucher@ontario.ca) 705-945-5948)

FedNor ([Pam.Mcrae@canada.ca](mailto:Pam.Mcrae@canada.ca) 705-941-2065)

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Kalyan Ghosh  
President and CEO  
Algoma

Rory Ring,  
President,  
Sault Ste. Marie Chamber of Commerce

Additional references or letters of support to be furnished upon request and/or as required.

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## 4.2 PROJECT INFORMATION

### 4.2.1 Project Description:

Algoma University is currently implementing a range of forward looking strategic initiatives intended to grow enrolment to three-thousand (3000) students within the next seven years. This figure represents targeted enrolment at all three of the University's campuses – Timmins, Brampton, and Sault Ste. Marie (main campus location).

One of the key drivers of enrolment growth is the expansion of the School of Business and Economics, a strategic institutional priority identified by both the Algoma University Board of Governors and Academic Senate.

The establishment of the School of Business and Economics, launched in July 2018, supports the continued development of Algoma's most highly subscribed program of academic study. The increased profile and prestige associated with such a school will provide long-term benefits to students and the broader Sault Ste. Marie Community. The School of Business and Economics has been identified as the lead driver in the development of a corporate/continuing education training centre to support a range of regional business needs, including the community's largest employer, Algoma Steel.

Current Bachelor level degree programming within the School of Business and Economics includes a Bachelor of Business Administration option (including specializations in accounting, economics, human resource management and marketing), and a four-year Bachelor of Arts option in Finance and Economics. Other options include a three-year Bachelor of Arts programming in Accounting and Economics. Graduates of the program may choose to pursue graduate level studies or professional credentials such as Chartered Professional Accounting (CPA), the Certified Aboriginal Financial Manager (CAFM) and the Canadian Human Resource Professional (CHRP) designations.

The University has identified a space on the SSM campus that will house the School of Business and Economics, maximizing the opportunity to raise the profile of this strategic initiative. This specific application is intended to support all stages of the renovation, including related technology requirements needed to outfit the new training centre that will be part of the School of Business and Economics.

The application also supports costs associated to prepare the designated location for a retrofit toward environmentally friendly, low energy consumption, high efficiency materials and systems.

The positive outcome of the project extends beyond the development of the School of Business and Economics, providing a cascading effect by improving current library space, raising the prestige of the institution as a whole. The improved space supports the value-added student experience that is at the heart of Algoma University's current development efforts.

### 4.2.2 Objectives

- Finalize planning for the development of a continuing education training centre associated with School of Business and Economics that will generate new revenue streams
- Contribute to renovations and new technologies in the new School of Business and Economics
- Increase marketing efforts locally and internationally during the recruitment campaign (2018-2019)

#### 4.2.3 Performance targets:

- Algoma University enrolment overall growth target - 3000 student in seven years
- School of Business - target growth - SSM – grow to approximately 500 students by 2024-25
- School of Business - target growth - Brampton - grow to 750 students by 2024-25

|                  | 2017-18<br>Actual | 2020-21<br>3 Year Target | 2024-25<br>7 Year Target |
|------------------|-------------------|--------------------------|--------------------------|
| Sault Ste. Marie | 1300              | 1,820                    | 2,150                    |
| Brampton         | 129               | 500                      | 750                      |
| Timmins          | 43                | 90                       | 100                      |
| <b>Total</b>     | <b>1,472</b>      | <b>2,410</b>             | <b>3,000</b>             |

|                  | 2017-18<br>Actual | 2020-21<br>3 Year Target | 2024-25<br>7 Year Target |
|------------------|-------------------|--------------------------|--------------------------|
| Sault Ste. Marie | 299               | 420                      | 496                      |
| Brampton         | 126               | 500                      | 750                      |
| Timmins          | 0                 | 0                        | 0                        |
| <b>Total</b>     | <b>425</b>        | <b>920</b>               | <b>1,246</b>             |

#### 4.2.4 Impacts and Limitations of Project:

The establishment of the School of Business and Economics allows University faculty to focus on what they do best - deliver programming that meets the needs of current and future students. Meeting student needs increases enrolment, provides the training to meet the human resources needs of business in Northern Ontario and elsewhere and raises the prestige of the University.

Algoma U's School of Business and Economics focuses on degree programming at the undergraduate level and plans to add an MBA program in partnership with another university within the next two years are currently being finalized. These plans are consistent with the School of Business and Economics creating training and development opportunities for industry partners. When fully operational, employers will have access to cost effective, site specific, suites of training to meet their needs in areas such as leadership development, business communications, small business management, and human resources related programming.

The plan also provides competitive advantage to business current located or planning to locate in the region, by supporting professional development opportunities directly in the communities served by Algoma University.

Simply put, the School of Business and Economics will provide vibrant programming that will meet the needs of employers so that businesses thrive and grow in Sault Ste. Marie, creating employment opportunities for Algoma graduates and expanding the local economy. The School of Business and Economics will ensure students are workforce ready and once in the workforce, the School will continue providing education and professional development opportunities that will meet individual and corporate needs.

Moreover, the School of Business and Economics is well positioned to partner with other departments within the university to expand programming for Indigenous communities and organizations. University faculty are committed to development of relevant new programming, including an Indigenous Public Administration Certificate that will meet identified regional needs. The University is home to the Shingwauk Residential Schools Centre, which collects, preserves, displays and teaches the history and

legacy of the residential school system. Well aligned with the recommendation of the Truth and Reconciliation commission, Algoma's University forward-looking projects are meeting identified needs and creating opportunities including high profile events such as the National Forum on Reconciliation (October 2019) as well as specialized training for police services, educators, social services providers.

#### **4.2.5 Methodology and Timing (EDF 4.2.5.)**

Our methodology and timing will be delivered over four phases, over the next four years:

**Phase One 2019:** Architectural Services, Stakeholder Consultations, Marketing Strategy, Economic Impact Assessment and Operational Considerations.

**Phase Two 2019-2020:** Pre-construction, Consulting/ Engineering fees:

– EDF contribution \$125,000.

**Phase Three 2020-2021:** Construction:

– EDF contribution \$150,000

**Phase Four 2021-2022:** Post construction equipment purchases:

– EDF contribution \$125,000



## Phase 1 - Work Plan

### Architectural Services

- Design Charette - concept approval
- Prepare schematic design, elevations, floorplan & renderings
  - Utilize sustainable building principles and practices
  - Functional programming
  - Considerations of new technology
- Presentation of final building design and cost projections
- Provide appropriate documentation for operational compliance
- Project construction schedule

### Operational Plan Development:

- Stakeholder Consultation
  - Research, review and identify stakeholders
  - Develop engagement tools
  - Organize and facilitate meeting to review project guidelines, stakeholder engagement
  - Complete stakeholder analysis and provide recommendations
- Marketing Strategy
  - Establish partnerships (government, community, industry, education)
  - Identify current and projected demand for enrolment
  - Identify target markets strategies - indigenous, international, regional, provincial and national
  - Instigate innovative marketing platforms using technology and provide recommendations
  - Determine potential market competition
  - Opportunities for high impact branding and media campaigns
  - Opportunities for alignment with industry for programming
  - Recruitment, sustainability and growth
- Conduct economic impact for Sault Ste. Marie
  - Identify social, environmental, economic and cultural benefits
  - Wages
  - School operating and research expenditures
  - Capital project impacts
  - Economic impact of out of town visitors

- Economic Impact of out of town students
- Related spin-offs – including tourism
- Develop key indicators measurement reporting tools
  
- Operational Considerations
  - Core staff positions
  - Organizational structure
  - Professional development
  - Contracted positions, seasonal employment & volunteer opportunities
  - Key recommendations for human resources
  - Provide recommendations on prioritized development to match recommended list of activities, services and business opportunities
  - A model for sustainability – Adaptive Planning & Management
  - SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats)
  - Best practices and trends
  - Key recommendations – business institutions best practices
  - Equipment and required products
  - Key recommendations for the site and equipment
  - Develop a user-friendly implementation plan that can adapt to the climate of economic activities
  
- Financial Viability Assessment
  - Prepare start-up costs and revenues projections
  - Balance, financial statements and cash flow projections
  - Confirm investment framework & financing arrangements including donors
  
- Building Considerations
  - Present final design for approval
  - Architectural working drawings to establish Class A costs
  - Prepare construction tendering documents

**Key Deliverables:**

- Confirm funding solutions
- Complete Economic Impact Study
- Accept operational plan
- Final design
- Architectural working drawings to establish Class A costs
- Construction documents
- Prepare construction tendering documents

**Phase 2 - Project Implementation**

- Review submissions
- Permits
- Contracting of project manager/consultants
- Contractual engagement with construction company
  - Certificate of payment with architectural firm

**Phase 3 - Construction**

- Start of construction / renovation
- Complete operational plan
- Enact marketing/ communications plans
- Finalize operating plans
- Equipment purchases

**Phase 4 -Operational**

- Enact operation planning
- Complete equipment purchases
- Build on Student recruitment plan
- Opening of the expanded School of Business and Economics – Sept. 2021

**Schedule- Internal Key Dates:**

|            |   |
|------------|---|
| Jan. 2019  | Applications to FedNor, NOHFC and other potential funding sources |
| Feb. 2019  | EDF application submitted to City of Sault Ste. Marie             |
| March 2019 | City staff present application to Sault Ste. Marie City Council   |

|             |   |
|-------------|---|
| April 2019  | Funding affirmation and announcements   |
| Spring 2019 | Procurement of architectural firm hired and detailed drawings/design underway |
| Summer 2019 | Operation Plans/ architectural drawings completed                             |
| Fall 2019   | Construction documents and construction tender issued                         |
| Winter 2020 | Construction tender awarded   |
| Spring 2020 | Renovation begins (construction commences) – funding dependent                |

### 4.3 COSTS AND FINANCING (EDF 4.3.)

#### 4.3.1 Detailed project costs

| Renovation / Construction Class 'D' Estimates | sq.ft  | Price<br>sq. ft. | Costs              |
|---|--------|------------------|--------------------|
| Library 200 Level Area                        | 5,750  | \$175            | 1,006,250          |
| Library 300 Level Area                        | 9,250  | \$140            | 1,295,000          |
| School of Business Area                       | 3,000  | \$175            | 525,000            |
| Link 200 Level Area                           | 735    | \$245            | 180,075            |
| Link 300 Level Area                           | 600    | \$245            | 147,000            |
| Exterior Glazing                              | 2,195  | \$245            | 537,775            |
| Furniture Allowance                           | 18,000 | \$30             | 540,000            |
| <b>Sub Total</b>                              |        |                  | <b>\$4,231,100</b> |
| Contingency                                   | 10%    |                  | \$423,110          |
| Soft Costs                                    | 22%    |                  | \$634,665          |
| <b>Total</b>                                  |        |                  | <b>\$5,288,875</b> |

| Soft Costs Breakdown       |      | Costs            |
|----------------------------|------|------------------|
| Architectural Services     | 6%   | 245,404          |
| Building engineering       | 2.0% | 84,622           |
| Quantity Survey            | 0.5% | 21,156           |
| Civil engineering          | 2%   | 84,622           |
| Geotechnical               | 0.2% | 6,347            |
| Permits                    | 2.6% | 126,933          |
| Project Manager/Consultant | 1.5% | 65,583           |
| <b>Sub Total</b>           |      | <b>\$634,665</b> |

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

This will be established in the Feasibility component in Phase One; however, we have already commenced preliminary talks with various funding agencies including NOHFC and FedNor. Support from the City of Sault Ste. Marie would strengthen these applications. In addition, we have secured the services of G52 Municipal as advisors for this project.

**4.3.3 In-kind contributions**

Algoma University leadership will provide ongoing support for project planning, development including:

| <b>Estimated In-Kind Contribution</b>                                     | <b>Total</b>     |
|---|------------------|
| <b>*Salaries</b>  |                  |
| Director of Plant   |                  |
| Manager of Plant  |                  |
| Executive Director, School of Business and Economics                      |                  |
| Director of IT and IT Project Lead  |                  |
| Director of Enrolment Management and International Operations             |                  |
| Director of Communications and Institutional Development                  |                  |
| President's Office, staff support   |                  |
| Office of the Academic Dean, staff support                                | <b>\$246,000</b> |
| <b>School of Business and Economics - Faculty support / planning</b>      | <b>\$50,000</b>  |
| <b>Technology - Installation support</b>                                  | <b>\$15,000</b>  |
| <b>Technology - Equipment</b>   | <b>\$200,000</b> |
| <b>Marketing / Communications - awareness campaign</b>                    | <b>\$200,000</b> |
| <b>Travel and subsistence costs</b>                                       | <b>\$20,000</b>  |
| <b>Equipment, materials and supplies</b>                                  | <b>\$7,500</b>   |
| <b>Enhanced International recruitment</b>                                 | <b>\$30,000</b>  |
| <b>Facilitation of stakeholder consultations - Industry and Community</b> | <b>\$2,500</b>   |
| <b>Dissemination of results</b>   | <b>\$1,500</b>   |
| <b>Use of facilities</b>  | <b>\$3,500</b>   |
| <b>Total</b>  | <b>\$776,000</b> |
| *3,075 hours at average of \$80 per hour                                  |                  |

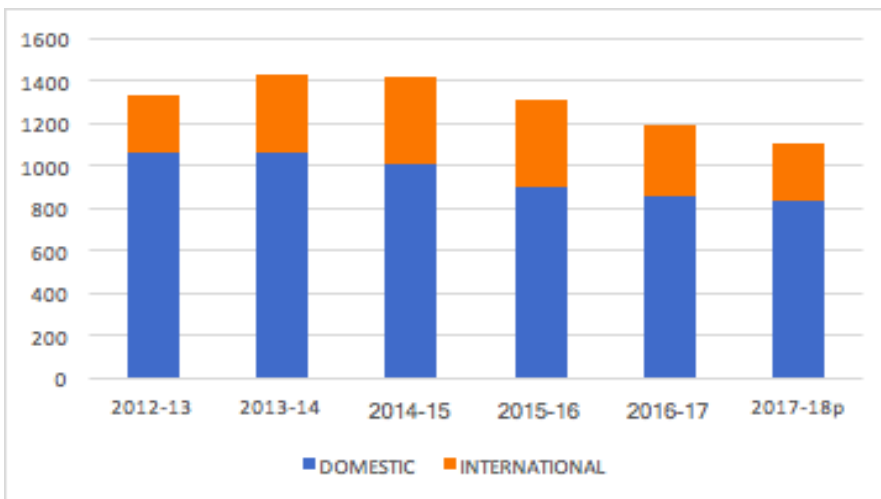
#### 4.3.4 Balance, Financial Statements, Cash flow projections (historical & projected)

As a University, we recognize that historical and projected financial information is not required, however financials may be available upon request and protocol as per Board of Directors, and governance guidelines.

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

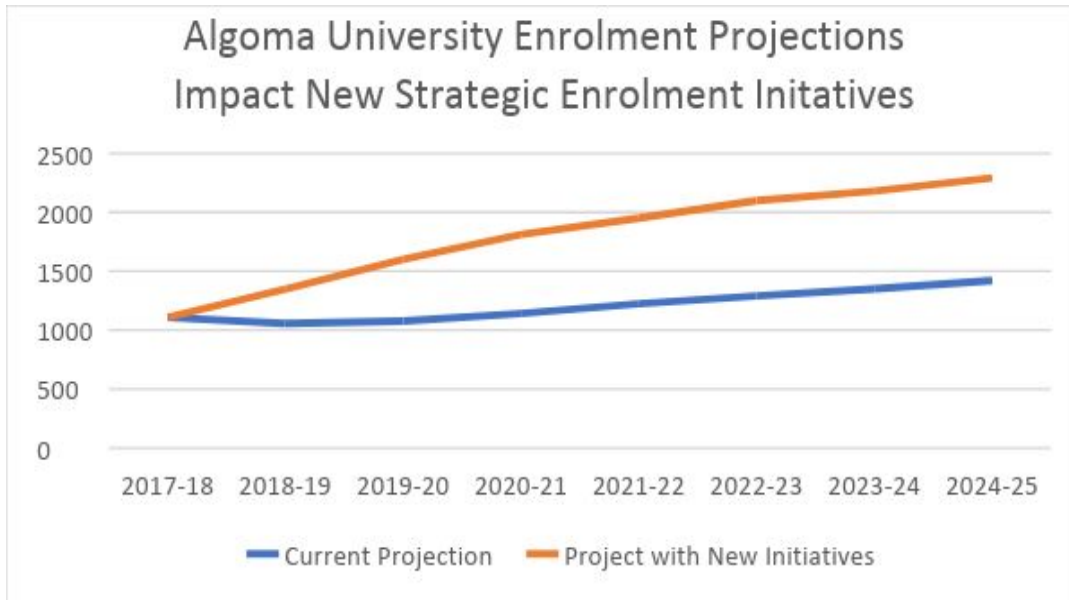
Algoma University has submitted funding proposals to both NOHFC and FEDNOR to assist in the completion of the project, and will be moving into the second phase process of those applications. Algoma University is currently emerging from a multi-year period of enrolment decline and associated budget challenges as exemplified in the graphic below:

#### Enrolment History 2012-13 to 2017-18 (FTE)



The demographic realities of our region are a major factor but plans to overcome these challenges through increased focus on identified strategic priorities is already producing positive results. It is anticipated that without the expansion of the School of Business and Economics, and other emerging strategic developments not specific to this funding proposal, the trend of enrolment decline would continue. As shown by enrolment projections for the School of Business and Economics the downward trend will be replaced by a positive upward increase in enrolment, providing crucial operational sustainability to the University.

**Algoma University Enrolment Projection Comparison 2017-18 to 2024-25 (FTE)**



## 4.4 ECONOMIC BENEFITS

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

This project promotes economic growth and diversification from both short- and long-term perspectives. The immediate impact is direct spending within the community during the pre-construction and construction/development phases and subsequently through the ongoing operation phase that will include increased enrolment, expanded workforce (faculty, staff) and community-based training initiatives will have a multiplier effect on the regional economy. The planned introduction of MBA level studies will further increase the graduate level talent base of the local workforce.

An economic impact study conducted by the Council of Ontario Universities (COU) indicates that, on average, out-of-region students annually spend \$21,000 in the community in which they study. When enrolment growth and time are taken into consideration, the economic benefit of this project to the community is considerable. We will be conducting a comprehensive Economic Impact Study of all three campuses in the next 4 months, and the final draft will be completed in June.

**Algoma U Enrolment Forecast - Out of Region Growth Impact  
2017-18 to 2024-25 (FTE)**

|                               | 2017-18           | 2020-21<br>3 Year Target | 2024-25<br>7 Year Target |
|-------------------------------|-------------------|--------------------------|--------------------------|
| Sault Ste. Marie              | 999.0             | 1399.0                   | 1653.0                   |
| In Region                     | 522.0             | 731.0                    | 863.0                    |
| Out of Region - Domestic      | 218.0             | 305.0                    | 360.0                    |
| Out of Region - International | 260.0             | 364.0                    | 429.0                    |
| Brampton                      | 84.00             | 376.00                   | 564.00                   |
| Timmins                       | 25.00             | 38.00                    | 75.00                    |
| <b>Total</b>                  | <b>1,108</b>      | <b>1,813</b>             | <b>2,292</b>             |
| SSM - Out of Region           | 478.00            | 669.00                   | 789.00                   |
| <b>av spending</b>            | <b>10,038,000</b> | <b>14,049,000</b>        | <b>16,569,000</b>        |

Although significant expansion is expected in Brampton, the chart below reflects the economic impact of Out of Region enrolment growth for students studying within the School of Business and Economics in Sault Ste. Marie, the focus of this funding proposal.



**Algoma U Business & Economics - Out of Region Growth Impact  
2017-18 to 2024-25 (FTE)**

|                               | 2017-18          | 2020-21<br>3 Year Target | 2024-25<br>7 Year Target |
|-------------------------------|------------------|--------------------------|--------------------------|
| Sault Ste. Marie              | 251              | 351                      | 415                      |
| In Region                     | 103              | 144                      | 170                      |
| Out of Region - Domestic      | 32               | 45                       | 53                       |
| Out of Region - International | 116              | 162                      | 192                      |
| Brampton                      | 83.5             | 376                      | 564                      |
| Timmins                       | 0                | 0                        | 0                        |
| <b>Total</b>                  | <b>334</b>       | <b>727</b>               | <b>979</b>               |
| SSM - Out of Region           | 148              | 207                      | 245                      |
| <b>av spending</b>            | <b>3,108,000</b> | <b>4,347,000</b>         | <b>5,145,000</b>         |

Each year, Algoma University welcomes hundreds of international students from around the world. These students enrich the academic fabric of the institution and provide local students with a glimpse of other cultures and ways of thinking. Students from India, Bangladesh, China, Japan, Saudi Arabia, and a host of other countries have studied in Sault Ste. Marie and many have enjoyed the small university environment where they form close bonds with faculty, staff, and other students. International students bring diversity to the community, and, increasingly, these students seek to remain in the community upon graduation further contributing to Sault Ste. Marie’s entrepreneurial, innovation and new business start-up activity through an ever expanding highly skilled workforce and the emerging cross-cultural dynamic in the region.

As a partner with Shingwauk Kinooamaage Gamig (SKG), the University has a special mission to cultivate cross-cultural learning between Anishinaabe (First Nations, Métis, and Inuit) populations and other communities in Northern Ontario. A full 13% of our students self-identify as Anishinaabe, and another 23% come from outside of Canada, giving Algoma University one of the most diverse small campuses in Ontario.

#### **4.4.2 Projected job creation**

The work associated with the construction phase of this project is anticipated to support employment for approximately 40 skilled trades positions (electricians, plumbers, HVAC, general labourers, etc.) as well as professional service personnel (architect, engineers, etc.).

Increased enrolment generated as a result of this initiative will result in a long-term increase in both the faculty (full- and part-time), support staff complement at Algoma University. It is anticipated that this will result in approximately ten new (FTE) positions within the school.

Given the priority placed on experiential learning and the associated partnership development opportunities that will emerge with regional employers, over time, this initiative will generate hundreds of additional student work-study, co-op and internship opportunities.

Furthermore, indirect employment is likely to be generated with the increased demand for food, restaurant and other services, entertainment, electronics and recreation.

#### **4.4.3 Potential for tax assessment increase**

Not applicable

#### **4.4.4 Other economic and community benefits**

With a total workforce of approximately 250 individuals (including full- and part-time faculty, staff, and administration), the employee base at Algoma University provides a significant impact on both the economy and quality of life in Sault Ste. Marie. Total payroll for 2017-18 equated to approximately \$17.3 million.

When retaining and attracting employers to the community, it is critical to have a highly educated and sustainable talent pool to support workforce demand. Addressing identified demographic challenges by growing the highly educated workforce is critical to long-term growth in Sault Ste. Marie and the surrounding region (see [FutureSSM](#) report). A recent example is the city's effort to attract the [NorOnt Resources Ferrochrome](#) processing facility plant and a range of high tech start-ups. The Algoma University School of Business and Economics will contribute with customized training packages for local business and industry. Having a School of Business and Economics that can offer customized training, certificates and qualifications, Bachelor and MBA programming will contribute significantly to the development of a highly skilled workforce.

In summary, Algoma University is building human capital by educating the city's future workforce in a way that will help ensure long-term sustainability and new business development.

## 4.5 COMMUNITY BENEFITS

### 4.5.1 How the project compliments other local initiatives

The [FutureSSM](#) report, issued in 2017 by the Community Adjustment Committee (CAC) established a multi-functional plan for the broader Sault Ste. Marie community to use to 'support the city's future economic resilience'. The CAC's findings underscore a number of challenges faced within our community including a stagnant economy, current and long-term demographic challenges, and educational metrics that fall below 'acceptable standards'. The development of the Algoma University School of Business and Economics as a main pillar of development goals established by the university directly addresses these identified challenges.

Enrolment growth in business related programming not only generates additional direct spending in the community, it helps develop and expand a highly-skilled workforce that attracts new business investment and entrepreneurial start-up activity which, in turn, will help promote economic diversification within the region.

As previously identified, the development of a sustainable pool of highly-knowledgeable workers is critical to new business investment in the Sault Ste. Marie community. This is reflected in a statement 'The continued global transition to a knowledge-based economy, combined with the demographic shift towards an aging population, point to increasing demands for highly skilled people and the new ideas they bring to help Ontario thrive.' (<http://cou.on.ca/wp-content/uploads/2017/02/COU-PreBudget-Submission-2017.pdf>)

The Future SSM Report presents Four (4) Pillars and Eight (8) overarching goals:

#### PILLARS

##### 1. Economic Growth & Diversity:

Select Recommendations from the Executive Summary:

*EGD-01: Grow from Within – 'enhancing the entrepreneurial ecosystem across the community'*

The new School of Business and Economics will inspire entrepreneurial thinking and skills among its students, providing them not only with the skills, but also the support and encouragement to succeed with new business ventures.

*EGD-02: Post-Secondary Education – 'establish new programs; attract students from outside the community'*

The School of Business and Economics has already proven its ability to generate attention with the announcement of a new School at the Brampton campus; and with a quarter of its students currently arriving from outside the country, these new programs will increase the University's profile and attract even more students from outside the community.

*EGD-04: Information Technology – 'establish programs in emerging areas such as blockchain, artificial intelligence, and 3D printing'*

Though the programs in the School of Business and Economics will focus on business administration, accounting, economics, human resource management, marketing, finance and economics, virtually each of these skill & knowledge sets are required to successfully operate IT programs, and certainly to maximize their potential into new businesses.

*EGD-11: Research – ‘establish research clusters to focus on emerging areas within health care, energy, food/agriculture, and IT’*

Once again, in such an interconnected and multidisciplinary business environment, graduates of the School of Business and Economics will be poised to engage with these new research clusters – both directly, and as critical support elements.

## **2. Social Equity:**

SE-02: ‘Strengthen the relationship with indigenous peoples and communities’

As stated in this application, the University has a partnership with Shingwauk Kinoomaage Gamig, with a special mission to cultivate cross-cultural learning between Indigenous populations and other communities. The new School of Business and Economics will provide additional opportunities to welcome Indigenous students; offering high-level undergraduate studies; and encourage the pursuit of new employment opportunities within SSM, their home community, or abroad. This is truly empowering for all parties.

## **3. Cultural Vitality:**

First and foremost, it is expected that an expanded number of Indigenous students will enrol in at the University because of this proposed increased programming, and with plans to significantly increase overall enrolment this will mean more Indigenous students living and studying in Sault Ste. Marie. Secondly, with students coming to Sault Ste. Marie from more than a dozen countries and currently making up a quarter of the student body, it is anticipated that more international students will choose to study in Sault Ste. Marie, make the community their post-studies home, adding to the cultural diversity and vitality of the community.

## **4. Environmental Sustainability:**

Environmental Sustainability – ‘SSM will be recognized as a leader in Environmental Sustainability and Alternative Energy’. As part of the Feasibility Study, every opportunity available to incorporate ‘green’ building and operating practices will be explored for inclusion. High efficiency heating and cooling; renewable energy sources; low energy appliances; and sustainable building materials will all be considered for inclusion in the construction of the new School.

## **RELEVANT GOALS from Future SSM**

### **1. Promote our community:**

With the addition of the School of Business and Economics, Algoma University will be aggressively promoting its new program offerings and highlighting the quality of life available in Sault Ste. Marie.

## **2. Refocus economic and community development:**

Graduates from the school will be armed with dynamic knowledge and resources in the fields of economic development, and will reinvest what they have learned into new growth for Sault Ste. Marie.

## **3. Build our labour force:**

In conjunction with the other undergraduate studies available at the University, the School of Business and Economics will not only release its own graduates into the community but will also provide training and development opportunities in partnership with area businesses to help satisfy the ongoing need for employees and employee skills development.

## **4. Grow our post-secondary institutions:**

Adding the School of Business and Economics is the next step towards the future expansion of programs available at Algoma University.

## **5. Invite immigration and welcome newcomers:**

Virtually a quarter of Algoma University's students currently from outside the country, and, based on the appeal of post secondary business programs, it is fully expected that this percentage will increase as a result of the new School of Business and Economic and a concurrent increase of immigrants to our community.

## **6. Advance Indigenous relationships:**

As mentioned, the new School of Business and Economics will provide additional opportunities to support the educational needs of Indigenous students and Indigenous communities. In addition to offering high-level undergraduate studies, the Certified Aboriginal Financial Manager (CAFM) and other specialized business training opportunities will help ensure workforce readiness and encourage the pursuit of new employment opportunities within Sault Ste. Marie, their home community, or abroad. Given Algoma University's long history of cross-cultural education, this element of programming provides significant development opportunities between the School of Business and Economics and a range of Indigenous partners.

#### 4.5.2 Impact on the community as a whole

The addition of the School of Business and Economics to Algoma University will have direct, clear and measurable positive impacts on the community as well as indirect but equally beneficial impacts.

- Upward of 40 local jobs will be created specifically for the construction of the School of Business and Economics, as well as adding a minimum of 10 (FTE) positions in the Algoma University (faculty, staff and support)
- Increased enrolment will result sustainable economic growth for Algoma University, and, when combined with spin-off benefits and expenditures, the School of Business and Economics will be contributing millions of dollars per year to our local economy
- Our valued youth will have more diverse learning opportunities, equipping them for a modern global workforce, providing local business and industry with high qualified employees, and, ultimately, helping to reverse the regional trend of youth out-migration
- Community capacity will grow through the development of new training opportunities for industry, government, and small business including certificate program, customized training packages and MBA studies
- Community businesses will have access to a larger and more skilled local talent pool to fulfill their staffing needs
- Our relationship will continue to move forward with our Indigenous students and community members, positively working towards greater understanding, respect, and reconciliation
- Our city's cultural landscape will be further diversified with students and families from around the world wishing to study at our School of Business and Economics and start new lives in our community
- Growing enrolment increases overall tourism spending and support for small businesses
- By 2024-25, there will be an additional \$12.5 million in new economic activity as a result of the increased out of region enrolment generated through this initiative. The total economic impact increases to \$45.6 million within the community when local student spending is taken into consideration

## APPENDICES

**Appendix A** – Renderings

**Appendix B** – Letters of Support (Chamber of Commerce, Algoma)

**Appendix C** – Algoma University Strategic Plan - 2016-2021



Sept 10, 2018

Asima Vezina  
President & Vice-Chancellor  
Algoma University  
1520 Queen St. East  
Sault Ste. Marie, ON

**RE: Chamber of Commerce Support For School of Business and Economics**

Please accept this letter as an expression of support from the Sault Ste. Marie Chamber of Commerce for your continued efforts to secure funding for the development of the Algoma University School of Business and Economics.

As the voice of business for Sault Ste. Marie, we applaud the continued efforts by the university to expand post-secondary programming activity in the community as it will provide a range of short- and long-term economic and social benefits to the area while raising the profile of the city.

The Chamber was extremely pleased to participate in the School of Business and Economics launch event in late July. Through the event, it was clear to the Chamber that there is considerable interest in this initiative within the local business community. Enhanced business programming will help build the pool of highly-skilled talent to support local employers and we look forward to working with the university on developing partnerships that support economic growth in our region.

We would appreciate you keeping us informed of the decision and any related activities associated with your current proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Carlo Spadafora", with a long horizontal flourish extending to the right.

Carlo Spadafora,  
Acting President,  
Sault Ste. Marie Chamber of Commerce

CC Brian Leahy





September 11, 2018

Asima Vezina  
President  
Algoma University  
1520 Queen St. East  
Sault Ste. Marie ON, P6A2G4

Dear Asima:

Algoma's longstanding business and economics program delivers a high caliber student, as demonstrated annually at the Northern Ontario Business Case Competition. As a leading employer in the region with a rapidly transitioning workforce, Algoma has and will continue to provide co-operative placements and career opportunities to graduates of the Algoma University School of Business and Economics. In addition to new hires, we, like many area employers, look to Algoma University for professional development programming that enables our employees to grow new skills and expertise, while continuing to live and work in the community.

Investment in dedicated infrastructure and resources will only heighten the School of Business's outcomes and significantly enhance Algoma University's success in attracting and retaining high potential youth in Sault Ste. Marie. For these reasons we strongly support a contribution from the Sault Ste. Marie Economic Development Fund toward the construction and retrofit of the Algoma University School of Business and Economics Sault Ste. Marie campus.

Sincerely,

A handwritten signature in blue ink that reads "Kalyan Ghosh".

Kalyan Ghosh  
President and CEO

2016-2021  
STRATEGIC  
PLAN



# INTRODUCTION

We are pleased to present Algoma University's 2016-2021 Strategic Plan. Having recently celebrated our 50th anniversary, this plan is timely as it provides a way to look forward while reflecting on the significant accomplishments of the past and the challenges of the future. This rolling plan will guide us for the next five years, and will be revisited regularly as we develop and refine strategies to meet the strategic objectives and goals set out in the plan.

The present time is filled with opportunity for post-secondary institutions in Northern Ontario as the region continues its transition from a resource-based to a knowledge-based economy. Universities are vital in driving innovation and social change to support this transition. Algoma University plays a critical role in supporting sustainable societies and improving quality of life in the Algoma region. These contributions are anchored by the creative ways in which Algoma University partners with other organizations, institutions, and communities.

As the smallest university in Ontario, Algoma University has an unprecedented advantage in its ability to deliver excellence in student-faculty interaction, undergraduate research opportunities, and experiential learning. The history and location of the University on the site of the former Shingwauk Indian Residential School provides the foundation for Algoma University to emerge as a leader in Anishinaabe (First Nations, Métis, and Inuit) learning, in particular through its partnerships with local and regional Anishinaabe groups.

The 2016-2021 Strategic Plan builds on the existing strengths of the University through a series of strategic objectives and goals. This is intended to be an action-oriented plan. There are specific measurable targets associated with each of the strategic objectives and goals against which progress can be measured. This plan is a road map for the significant work to follow over the next five years as the Algoma University community pulls together and engages with community and regional partners to leverage strengths and overcome challenges for the benefit of the Algoma region and Northern Ontario more broadly. We are excited to begin work on the objectives and goals set out in the plan.



Dr. Pedro Antunes, Chair  
On behalf of the Facilitation Team

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- 03 Creation of the 2016-2021 Strategic Plan
- 04 Algoma University Act, 2008, S.O. 2008, c. 13
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- 06 Strategic Objectives
- 07 Campus Culture
- 09 Vibrant Programs
- 11 Research and Innovation
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- 17 Implementation Strategy

# Creation of the 2016-2021 STRATEGIC PLAN

Community consultations were central to the process used to create the 2016-2021 Strategic Plan. From January to May 2016, a series of facilitated consultation sessions were conducted in which feedback was gathered from a wide range of stakeholder groups: administration; the Algoma University Students' Union; alumni; Anishinaabe representatives; Board members; community representatives from education, research, development, and business; full- and part-time faculty; local politicians and community leaders; the Shingwauk Anishinaabe Students' Association; staff and faculty at extension sites; and support staff. These consultations had the goal of hearing the aspirations, dreams, and views on the future potential of Algoma University.

The 2016-2021 Strategic Plan represents a total of six months of intensive consultation and discussion with the community. In addition to the consultation sessions, 371 individuals provided input through an online questionnaire. Once a comprehensive draft of the plan was prepared, presentations were made to the entire University community and individuals were invited to provide additional feedback in this forum. Many also provided feedback through an online survey, personal emails, or in-person visits with members of the Facilitation Team. In total, over 500 individuals provided feedback.

One key idea that emerged from the feedback was the need to revisit the existing University vision and mission. The 2016-2021 Strategic Plan contains the new vision, mission, and values that materialized from the consultation process. This plan also includes the special mission as outlined in Bill 80, the legislation dissolving Algoma University College and creating Algoma University in 2008. The new vision, mission, and values grow out of the special mission in Bill 80.

The strategic objectives and goals identified stem from the priorities acknowledged through the consultation process. These priority areas are interdependent, and many initiatives will cover several of these directions. The objectives and goals in this plan establish the framework for our collective activities over the next five years.

# Algoma University Act, 2008 S.O. 2008, C. 13.

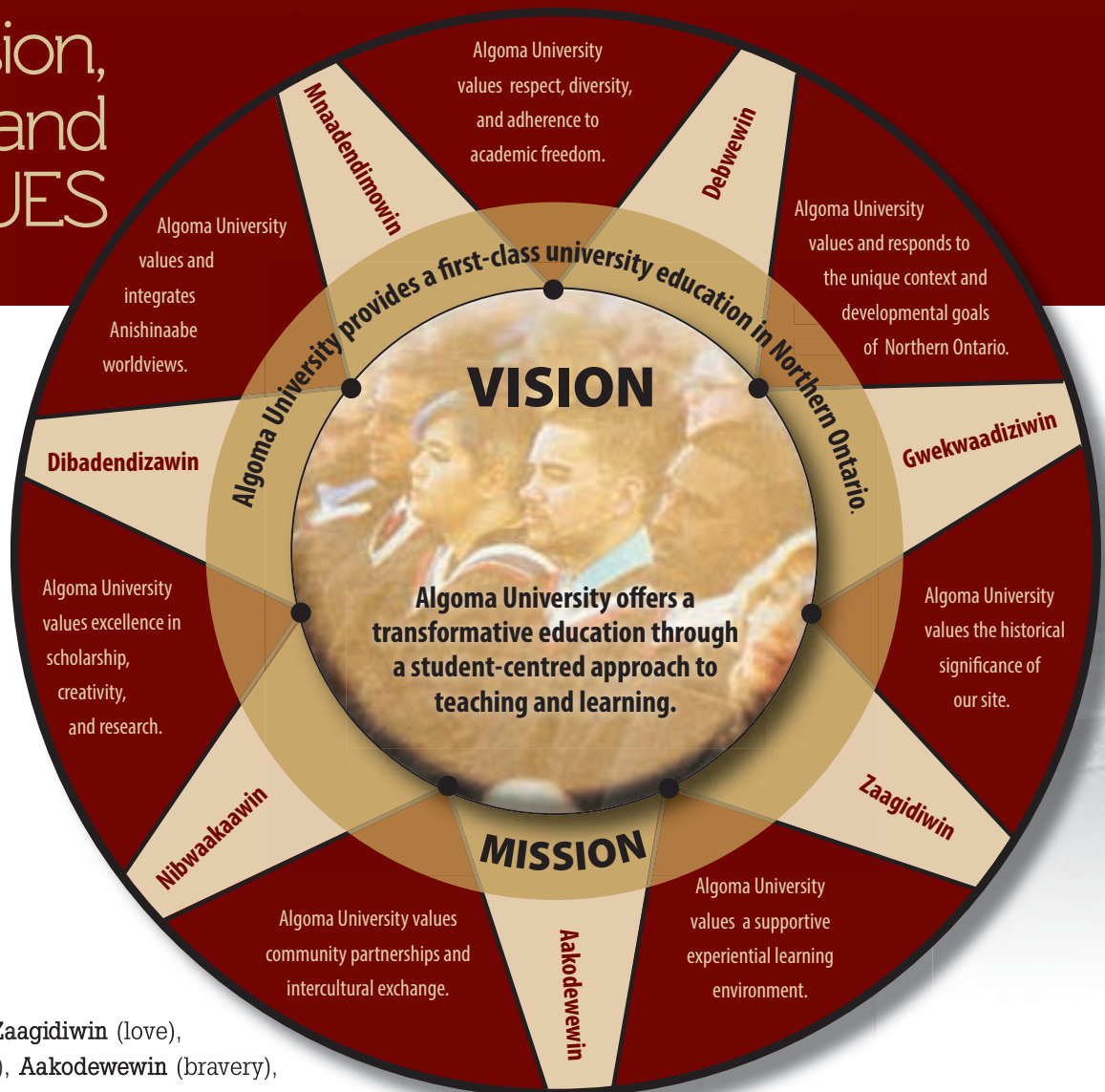
The objects of the University are the pursuit of learning through scholarship, teaching, and research within a spirit of free enquiry and expression.

## **SPECIAL MISSION**

It is the special mission of the University to,

- a) Be a teaching-oriented university that provides programs in liberal arts and sciences and professional programs, primarily at the undergraduate level, with a particular focus on the needs of Northern Ontario; and
- b) Cultivate cross-cultural learning between Aboriginal communities and other communities, in keeping with the history of Algoma University College and its geographic site.

# Vision, Mission and VALUES



Nibwaakaawin (wisdom), Zaagidiwin (love), Mnaadendimowin (respect), Aakodewewin (bravery), Gwekwaadiziwin (honesty), Dibadendizawin (humility) & Debwewin (truth) are the Seven Grandfather Teachings, commonly shared guiding principles of the Anishinaabe.

# Strategic OBJECTIVES

Over the next five years Algoma University will focus its efforts on five strategic directions:

**CAMPUS CULTURE:** A dynamic hub for community and student life with spaces and activities that support inspired and engaged learning and a strong sense of pride. This strategic direction will be achieved in close collaboration with student leadership to ensure all decisions reflect students' needs.

**VIBRANT PROGRAMS:** An integrated suite of programming that is current, relevant, attractive, and aligned with students' expectations.

**RESEARCH AND INNOVATION:** A culture of research and innovation that leverages existing strengths and produces an exceptional student experience while contributing to the sustainability of the community and region.

**ANISHINAABE INENDAMOWIN:** A recognized leader in Anishinaabe learning through partnerships, the incorporation of Anishinaabe language and culture throughout the institution, and fulfillment of our special mission.

**INSTITUTIONAL EXCELLENCE:** A talented community of lifelong learners in which students, faculty, staff, and administration work together to engage in planning, professional development, and the generation of revenue that supports fiscal stability and clear institutional identity.



# Campus CULTURE

A dynamic hub for community and student life with spaces and activities that support inspired and engaged learning and a strong sense of pride. This strategic direction will be achieved in close collaboration with student leadership to ensure all decisions reflect students' needs.



### **OBJECTIVE 1.1:**

Algoma University is a dynamic hub for community and student life

- Create space that meets the needs of students, supports innovation, experiential learning, and linkages with the community.
- Co-locate services that are similar in mission to ensure prompt, appropriate, and consistent service to students.
- Enrich campus life by engaging the community and connecting students to the natural resources of the Algoma region.

### **OBJECTIVE 1.2:**

Members of the Algoma University community have a strong sense of pride in their institution

- Provide regular opportunities for students, faculty, staff, and administration to build authentic connections with each other.
- Develop and maintain a culture of respect through effective internal communications systems.
- Link students with employment and entrepreneurship opportunities that contribute to economic prosperity and track alumni career success.

### **OBJECTIVE 1.3:**

Members of the Algoma University community are engaged and inspired in their studies, work, and extracurricular activities

- Enhance the first year student experience using the principles of strategic enrolment management with the goal of providing first year students a successful transition to university.
- Identify and utilize internal expertise to enrich the learning experiences of the Algoma University community.
- Enhance recreational intramural programming.
- Design and create the necessary supports that will recruit and retain varsity athletes.

### **OBJECTIVE 1.4:**

Algoma University promotes a culture of internationalization

- Promote Algoma University as a destination of choice for an international experience.
- Enhance international support services and transition programming.
- Facilitate domestic student, faculty, and staff participation in outbound international opportunities.
- Centralize international student support.

# 2 Vibrant PROGRAMS

An integrated suite of programming that is current, relevant, attractive, and aligned with students' expectations.



### **OBJECTIVE 2.1:**

Algoma University is a leader in teaching excellence

- Recruit and retain full- and part-time faculty who are highly qualified in their discipline.
- Develop systems to support the use of experiential and work-integrated learning in classroom settings and in overall curricular delivery.
- Assist students in accessing and using technology appropriately and effectively.
- Recognize excellence in teaching and learning.
- Utilize the wealth of resources unique to our campus including archives, research institutes, business incubators, and networks.

### **OBJECTIVE 2.2:**

Algoma University characterizes and distinguishes itself by its Anishinaabe programming

- Create and sustain programming in Anishinaabe Studies.
- Reaffirm and strengthen linkages with Shingwauk Kinooomaage Gamig.
- Utilize the Shingwauk Residential Schools Centre archives in academic programming.
- Partner with Anishinaabe organizations and institutes to deliver programs in ways that meet the needs of, and expand access for, Anishinaabe learners.
- Encourage to the extent possible the integration of Anishinaabe teachings, worldviews, and ways of learning in all disciplines, while minimizing content overlap.

### **OBJECTIVE 2.3:**

Algoma University has an integrated suite of relevant programming that is linked to the broader community

- Review ways in which programs, courses, and learning experiences are communicated to prospective students.
- Examine high-demand inter-institutional programming that builds on existing strengths.
- Plan for the development of graduate programming.
- Develop strong transition programming to support access for all learners.
- Research student demand for degrees in emerging fields, particularly in areas that incorporate existing courses.
- Strengthen and diversify program offerings at extension sites.
- Establish and strengthen pathways to and from colleges and universities.
- Strengthen and expand access to programming through the use of technology-enhanced learning, and in particular online learning.

# 3 Research and INNOVATION

A culture of research and innovation that leverages existing strengths and produces an exceptional student experience while contributing to the sustainability of the community and region.





### **OBJECTIVE 3.1:**

Algoma University capitalizes on scholarship and research to enhance student learning, support faculty growth, and contribute to local economic development

- Increase institutional research support through the establishment of a research office.
- Put in place funding supports to facilitate grant applications and build a culture of research around all four research clusters.
- Promote research initiatives and develop partnerships that respond to local community needs, including Anishinaabe communities.
- Increase awareness of research and creative production successes through events and activities.

### **OBJECTIVE 3.2:**

Algoma University cultivates a culture of research and innovation among students and faculty to promote career readiness

- Evaluate existing academic programs and include research opportunities where possible.
- Promote interdisciplinary research among faculty members through the Algoma University Research Fund.
- Establish national and international agreements with colleges, universities, government research organizations, and private sector companies fostering undergraduate research opportunities and faculty research innovation.

# Anishinaabe INENDAMOWIN

A recognized leader in Anishinaabe learning through partnerships, the incorporation of Anishinaabe language and culture throughout the institution, and fulfillment of our special mission.



#### **OBJECTIVE 4.1:**

Algoma University is recognized as a leader in Anishinaabe learning in Canada

- Implement the Truth and Reconciliation Commission of Canada's Calls to Action relevant to post-secondary institutions.
- Provide education on the history of the site to all members of the Algoma University community and the general public.
- Enhance cross-cultural competencies of faculty, staff, students, and administration.
- Profile Anishinaabe student graduates and success stories.
- Create a new facility for the practice of Anishinaabe culture that would allow the Algoma University community to participate in traditional and/or ceremonial practices.
- Implement a formal process to study the concept of indigenization that will lead to formal recommendations for action.
- Develop policies and plans to incorporate the use of Anishinaabemowin and Anishinaabe cultural imagery on campus and in communications materials.

#### **OBJECTIVE 4.2:**

Algoma University strengthens its relationship with Shingwauk Kinooomaage Gamig through the Covenant

- Reconstitute the Joint Working Group with a mandate to operationalize the realization of the Covenant.
- Hold regularly scheduled Joint Working Group meetings to address issues of mutual concern.



# 5 Institutional EXCELLENCE

A talented community of lifelong learners in which students, faculty, staff, and administration work together to engage in planning, professional development, and the generation of revenue that supports fiscal stability and clear institutional identity.



#### **OBJECTIVE 5.1:**

##### **Organizational Alignment**

- Ensure that the objectives and goals of the Strategic Plan are enacted, clearly defining the academic and student experience that Algoma University will provide to students.
- Include student voices in all institutional planning and benchmarking.
- Conduct annual planning, including budget, human resources, and capital plans, across the University and based on the strategies and goals laid out in the strategic plan.
- Develop and prioritize institutional benchmarks.

#### **OBJECTIVE 5.2:**

##### **Generation of Non-Tuition Revenue**

- Apply for government grants in priority areas as identified in the 2016-2021 Strategic Plan.
- Run targeted fundraising campaigns to fund special projects (capital or programming).
- Run an annual fundraising campaign targeting repeat donors, alumni, and the Algoma University community.

#### **OBJECTIVE 5.3:**

##### **Talent Management**

- Align structures to allow management to emerge and provide professional development opportunities to foster leadership skills among Algoma University's administrative team.
- Encourage all employees to participate in professional development activities.
- Attract and retain the best employees from across the region.

#### **OBJECTIVE 5.4:**

##### **Brand Image**

- Communicate the University's identity externally through the University's Marketing and Communications Department.
- Promote student and faculty success in the community.
- Develop a clear brand identity to be communicated to the public.
- Enhance Algoma University's Anishinaabe community marketing program.

# Implementation STRATEGY

The 2016-2021 Strategic Plan is intended to be a living document and a rolling plan that is subject to regular review and against which forward progress is measured. While each strategic objective has multiple measurable outcomes to track progress, there are several broad-based indicators that will be used to assess the success of the university community in the realization of the strategic plan. These indicators are tools to use in planning and will help the community be proactive in responding to emerging trends, opportunities, and challenges. Ultimately, the goal of this plan is to facilitate enrolment growth by providing a framework for initiatives that will result in enrolment growth and student success.

Broad-based planning indicators include:

- Increased enrolment
- Improved retention rates
- Improved graduation rates
- Higher levels of alumni engagement
- Greater student satisfaction and student engagement
- Higher levels of employment following graduation
- Maintaining balanced operational budgets
- Results of program and administrative reviews
- Increased number of co-operative education placements within the local community
- Increased diversity of the student body
- Improve benchmarking against comparable universities and external rankings

The President is responsible for operationalizing all aspects of the plan. The President will lead the integration of the strategic objectives and goals into regular reporting and planning mechanisms.



## 2016-2021 STRATEGIC PLAN

Algoma University  
1520 Queen Street East  
Sault Ste. Marie, Ontario  
Canada P6A 2G4  
Tel: 705-949-2301  
Toll free: 1-888-ALGOMA-U  
[www.algomau.ca](http://www.algomau.ca)






**Form influenced by local geology**


**Passive Solar Shading**


**Visual Connection to the Campus**

**Natural Northern Materials**


**Limestone**


**Wood**


**Greenery  
Bringing the Outside in**

**Algoma**  
 UNIVERSITY | **SCHOOL OF  
 BUSINESS & ECONOMICS**





Natural Light & Visual Connection to the Landscape

Warm & Welcoming

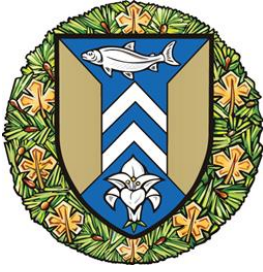
Natural Northern Materials

Granite

Wood

Bronze details

Greenery  
Bringing the Outside in



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

**C O U N C I L   R E P O R T**

March 18, 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:** W. J. McMeeken Centre Replacement Facility

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**PURPOSE**

The purpose of this report is to provide an update to Council regarding recommendations for the W.J. McMeeken Centre and provision of ice surfaces in the community.

**BACKGROUND**

On January 22, 2018, LeisurePlan International, Inc. provided a comprehensive review and evaluation of indoor ice utilization at the City's arenas. This concluded that there is demand for the replacement of the W.J. McMeeken Centre and further recommended that two new ice pads be constructed. The study also included the following details:

- The proposed two, new indoor ice pads should be based on the NHL rink dimensions
- Spectator seating for 300-500 spectators be associated with each ice pad

Further, the Council report mentioned that there was some thought given during the construction of the Northern Community Centre (NCC) to the expansion of the indoor soccer facility to enable a full indoor soccer pitch and other community events. The report indicated staff would investigate this potential and evaluate local demand and any potential cost savings to completing this work while constructing an arena.

Council also requested that staff investigate if there was any potential to invest in the McMeeken to refurbish the arena which would result in a reduced cost to the City. From the media coverage of the ice utilization study, the City also had interest expressed from some user groups as to whether the McMeeken could be converted into other uses (e.g. indoor courts).



Finally, the City also received interest from both Algoma University and Sault College regarding the potential to host an arena and expanded athletic facilities at their locations.

Upon receipt of this report, Council passed the following resolution:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 01 22 concerning a third party ice time utilization study be received.

Further that council request staff complete a report that outlines facility options, the cost associated with these options and financing options (including sources of external funding) to construct a new facility to replace the W.J. McMeeken Centre.

On March 19, 2018, a report was brought back to Council seeking Council's approval to engage LeisurePlan International Inc. and STEM Engineering Group Inc. to undertake work not exceed \$15,000 to assist in properly planning the future development of ice arenas in the community and:

- Evaluate the condition of the McMeeken arena for future potential investment
- Complete a cost/benefit analysis for the Sault College option
- Examine other facility options for the replacement McMeeken facility and associated costs
- Assess the costs of expanding the soccer pitch

In response to this report, City Council passed the following resolution:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 03 19 concerning ice capacity expansion be received and that the allocation of up to \$15,000 from the Facilities Maintenance Reserve fund be approved;

Further that single-sourcing this contract by engaging LeisurePlan International Inc. and STEM Engineering Group Inc. to assist with planning and cost estimation for expanding ice capacity and examining the cost/benefit of collaborating with Sault College to locate one ice pad on their campus.

## **ANALYSIS**

Staff has undertaken research and gathered information to provide Council with a recommended path forward. The analysis section addresses key items and is organized in the following manner:

1. Facility Analysis

1.1. Two ice pads vs. one (including option to refurbish McMeeken)

1.2. One location with twin pad vs. two locations with single arenas

1.3. Facility amenities

2. Cost and Financing Analysis

2.1. Cost to construct

2.2. Funding

2.3. Financing

3. Facility Construction Process

4. Recommendation and Proposed Path Forward

Information is provided below to address each point above along with attachments for Council consideration.

1. Building Analysis

1.1. Two Ice Pads versus One

The ice utilization study included the following scope of work:

- Assess trends in ice surface demand, local ice sport participation and community demographics
- Gather input from major local municipal ice user groups, Tourism Sault Ste. Marie and other stakeholders regarding current and future demand
- Assess the general condition and utility of the City's existing arenas consider additional indoor ice surfaces available in the City and the immediate vicinity
- Provide analysis on sports tourism opportunities such as major special events and annual tournaments in relation to available number of ice surfaces
- Project future ice surface demand based on the review conducted; forecast local ice time demand trends for 20 years, and project the optimal local ice surfaces required to meet future demand

- Recommend benchmarks and best practices concerning optimum ice utilization

The research was conducted by LeisurePlan based on a sequence of phases and associated tasks. A number of consultation activities were conducted throughout the research process including:

- interviews with City staff representatives
- telephone interviews with non-municipal indoor arena service providers in Sault Ste. Marie and the surrounding market area
- a detailed survey of municipal ice user groups
- a resident survey based on an on-line questionnaire
- interviews with local ice user group representatives

The report summary (Attachment A) and final report (Attachment B) presented the comprehensive findings and conclusions of all research and consultation activities conducted during the review and evaluation process. A projection of the potential demand for ice time associated with use of municipal indoor ice facilities was provided for the time period 2017 to 2037 (a 20 year period). A series of recommendations concerning the most effective and efficient approach to the provision of municipal indoor ice facilities during the next 20 years were made giving consideration to the age and general condition of the current municipal indoor ice facilities.

It was concluded, based on the analysis and assumptions as identified in the report, that there is sufficient demand for a twin pad arena to be constructed in SSM. The report documented the demand for five municipal indoor ice pads during the period 2021-2036, thereby requiring the creation of two, new ice surfaces (GFL Memorial Gardens; John Rhodes (2) and two newly constructed ice pads). It should be noted the demand was forecasted even with the presence of the Rankin Arena and Soo PeeWee Arena.

Beyond this demand, the consultant also noted in his comments to Council that the community also has some risk given the age of the other arenas utilized by the community (Rankin Arena, Soo PeeWee Arena). Should one of these arenas go down for any reason it would create a difficult situation for ice users.

To the question of refurbishing the McMeeken Arena, STEM Engineering evaluated the condition of the McMeeken arena for future potential investment (Attachment C). Included in the assessment were:

- life span of the building
- renovations to extend the current life
- suitability for conversion to non-ice activities
- current rink pad condition
- remediation concerns
- conclusions and recommendations

In summary, the main recommendation is that a new facility would be better investment versus attempting to refurbish the McMeeken. This is based on the following comments taken from the report:

- Buildings at 30 to 50 years usually undergo major capital renewal and upgrade expenditures that, combined with routine maintenance, almost equal the original construction value of the building. There has not been significant investment at this facility. As such, it is long overdue for a major infusion of capital in order for it to continue functioning as an arena over the long term, the cost of which would be in line with constructing a comparable new facility, or be replaced with a new facility.
- Ongoing costs for a renovated building are higher than that for a new one. Breakage in the refrigeration piping in the slab due to age is becoming more of an issue each year.
- At some point, in the near future, the refrigeration piping will have to be replaced together with rink slab and header trench significant upgrade investments are also required to update the facility.

The STEM report supports the original LeisurePlan report dated December 2017. On page xviii of the LeisurePlan report, it states that the W.J. McMeeken Centre should be replaced in the immediate future and that the Municipality should not make any further financial investment in this facility beyond that which is required to continue its operations until a replacement facility can be built. It noted that the W. J. McMeeken Centre at 51 years old is well past the 32 year lifespan used as an industry benchmark.

Another consideration for the replacement of the McMeeken Arena is the importance that our arenas play in attracting tournaments and sporting events to the community. Tourism SSM has provided a letter of support

indicating the importance of replacing the McMeeken arena (Attachment D).

Based on the comprehensive ice utilization study conducted by LeisurePlan, the demand for five municipal ice surfaces was clearly documented and supported by their research. The STEM report provides a professional opinion that confirms LeisurePlan's view that it would not be wise to invest to refurbish the McMeeken. Therefore the conclusion supported by staff on the question of two pads versus one is that two, new ice surfaces should be constructed.

## 1.2. Twin Pad versus Two Locations

Related to the media coverage for the new arena, both Algoma University and Sault College reached out to the City to explore the potential for a single ice pad to be built on their respective campuses should the City proceed with building more than one ice surface.

At present time, Algoma University does not have a hockey program and in discussions with them, their immediate priority moving forward would be on a sports dome (turf field) that would support their growing soccer program as well as other athletic programs including lacrosse and cricket (popular with the increasing International and Indigenous enrolments).

Sault College has provided a letter indicating the importance of an arena to their campus and the potential growth of the hockey program and related positive impacts to the community (Attachment E). The letter outlines a number of considerations and provides a detailed table of benefits that support the establishment of an arena on the Sault College campus.

LeisurePlan has reviewed the incremental costs of having two separate ice pads vs. a twin pad facility in addition to identifying annual incremental operating expenses (Attachment F).

The first option identified in the report is the construction of two single pads, representing 82,950 square feet. The second option identified a twin pad facility representing construction of 76,265 square feet. Two single pads represent an additional 6,685 square feet of facility space compared to a twin pad facility. This is equivalent to an additional 9% of building area.

It should be noted that staff has obtained some alternative estimates for construction costs but we will use the LeisurePlan numbers for comparison purposes below as it relates to the Sault College proposal. The cost to develop a single pad facility estimated in the LeisurePlan

report, based on the concept described and a total gross floor area of 41,475 square feet, is projected to be in the order of \$14,732,425. Therefore, for two individual pads this amounts to an estimated \$29,464,850.

The size of the twin pad facility with the LeisurePlan report is estimated to be in the order of 76,265 square feet (gross). The cost to develop the twin pad facility, based on the concept described is projected to be in the order of \$27,090,245.

Therefore, it is estimated that two single pads would cost approximately \$2,370,000 greater than a twin pad facility (an additional 6,685 square feet of facility space).

Further, the management and operation of two single pad indoor ice facilities at separate locations, is projected to incur an additional \$368,750 in annual expenditures associated with staff salaries, wages and benefits compared to a twin pad facility.

Annual operational expenditures associated with "utility costs" including electricity, natural gas, propane, heating/air conditioning, water, etc. may be 10 to 15% higher with two single pads.

Two single pads also have additional requirements as it relates to ice allocation and scheduling functions, grounds and parking lot maintenance functions and waste collection.

Sault College raises excellent points in their letter about the importance and potential impact the hockey program can have on their institution and the community. At this time, Sault College is not able to confirm any contribution towards either the additional capital costs or the additional operating costs of building two, separate arenas. Sault College has indicated they are, "prepared to explore the possibility of securing funding available to an academic institution but not to a municipality for an arena project that has an experiential learning element embedded in the operating design." Also, the College has indicated there, "may be shared services arrangements that can be made between the City and the College to reduce the operating cost difference."

It is staff's conclusion that without any contribution towards the capital costs or towards the significant, ongoing and increased operational costs, it would be appropriate to build a twin pad facility on the McMeeken site. Sault College has requested that the City undertake a detailed preliminary building and operating design of a campus-based arena in order to establish a more accurate estimate of the cost differences between two single ice pads (one at the College) and a twin pad.

Given a consulting firm has already been retained to provide a high level estimate of the cost differential, staff would not recommend investing into a further level of detail at this point. If Council is willing to entertain two separate arenas, should Sault College be able to provide a more detailed proposal and clarity on their financial support it could be considered by Council at that point in time.

Staff recognizes the importance of Sault College to the community and is working across multiple fronts in the FutureSSM project to assist the local post-secondary institutions in their growth. Even within the twin pad project there are opportunities to collaborate with Sault College to support their hockey and accommodate certain needs within the facility.

The issue of funding is addressed later in the report. As it relates to the construction of two separate arenas, it should be noted that building two separate facilities may impact the level of funding provided by the Federal and Provincial governments (i.e., if the community is forced to select one project to put forward, advancing a twin pad arena may garner a higher level of funding).

Given the points above, it is staff's recommendation that the City proceed in its planning for a twin pad arena at the McMeeken location.

### 1.3. Other amenities

An estimate was sought for the cost to construct a third soccer field at the Northern Community Centre. The high level estimate provided was approximately \$5.6 Million. This estimate includes the addition of the third pitch, corridors, 2 change rooms, additional washroom facilities, and associated site work.

A review of turf usage was completed looking at the trends in usage over the past five years. The facility's primary user is the Sault Amateur Soccer Association. Other prime-time users include, cricket, ultimate frisbee, baseball, football and individual rentals. Based on the review there are still sufficient prime-time hours available for booking at this time to accommodate growth in these leagues. The leagues would need to experience a significant increase in participants to fill the hours that would be available if a third turf was added and this growth is not anticipated.

Tourism SSM was consulted as well and, at this time, they do not see a justification for an expansion by adding a third turf.

Beyond expanding the soccer pitch, other suggestions have been put forward related to building additional amenities within this facility

(gymnasium, pool, etc.). Given the initial cost estimates of the facility and other amenities already in place at the NCC (indoor soccer pitch, meeting rooms, seniors centre and a library) staff is recommending that the facility expansion focus on the two new ice surfaces. There may be an opportunity to include some other minor features (not anticipated to be major in scope like a pool or gymnasium) but this will be analyzed in more detail in the next phase of the project discussed later in this report.

## 2. Cost, Funding and Financing Analysis

### 2.1. Cost to Construct

Staff has been in discussion with industry professionals and conducting research to look at the cost to build similar facilities across Canada (Attachment G). LeisurePlan also provided some preliminary cost estimates and facility considerations in January 2018 (Attachment H). It should be noted that the costs can vary dramatically based on a number of factors including the finish of the building (interior and exterior), amenities included in the facility, size of spectator seating, etc., making it difficult to make a direct comparison. Industry representatives have indicated the approach to the design and construction of the facility can also have an impact on cost.

Given the community already has a state-of-the-art event centre with the GFL Memorial Gardens, it is the view of staff that the priority of this facility is to provide twin pad arena in a functional manner, i.e., we should pursue the most cost effective solution for adding two ice pads to the NCC.

Initial design work was conducted when the Northern Community Centre was being developed and staff will utilize this past work. The City had made it to the end of the Design Development phase for the 3rd phase of the NCC arena portion of the project (Attachment I).

Drawing on the previous work done on the Northern Community Centre and research, the high level scope of the twin pad arena would include:

- Building Area – 80,000 sf
- Site Work – 196,000 sf
- Anticipated Construction Cost - \$20-24 million
- Ancillary Cost (soft costs) - \$5-6 million
- Total Project Cost – approx. \$25-30 million



Council will note in their package there are different cost estimates for the twin pad facility. This is why a range has been provided and the final cost estimate will be refined and provided to Council through a process described later in this report.

## 2.2. Funding

The previous Provincial government announced infrastructure funding through a program named Build ON from a bi-lateral agreement for all four Federally determined streams (public transit, green infrastructure, community, culture and recreation, and rural & northern funding). Previously staff was advised there would be a program for \$407 million in funding for community, culture and recreational infrastructure.

Staff continues to be in contact with Provincial government representatives and met with the Minister of Infrastructure at the AMO conference to provide an overview of this project. Staff has been advised funding decisions for culture and recreational funding is pending.

## 2.3. Financing

The ideal scenario for funding would be a combination of Infrastructure Funding from the Provincial and Federal government combined with long-term debt secured by the City.

There are three things working in the City's favour at present:

1. The City has an excellent Credit Rating AA-(stable) which will allow us to secure the funds required.
2. Interest rates remain low and it is a good time to lock in rates for the term of the debt.
3. Long term debt for the John Rhodes is set to be paid in full in 2020 and GFL Memorial Gardens in 2021. This will reduce the impact of taking on new debt while keeping payments relatively consistent and having a minimal impact to the levy. The current debt servicing costs for the debt retiring is \$1,653,645.

More analysis is provided in the Financial Implications section.

Staff has reviewed other arena projects and have contacted other municipalities and construction firms to research cost levels for these types of projects and a high level cost estimate for a twin pad facility of approximately 80,000 sq. ft. is \$25 million dollars. The final design and configuration of the facility will obviously impact this number. It should be

noted that the \$25M is at the high end of the range and there is potential for the facility to come in at a reduced cost.

### 3. Facility Construction Process

Staff has evaluated different options for the construction of the arena. While there are many permutations, the three main methods of construction are:

- 1) Design, Bid, Build – This is the traditional method of building. An RFP is typically conducted to select design, engineering and contract administration services. A design is completed and then an RFP is undertaken to select a General Contractor. The process may require a redesign if tenders are over budget and change orders can be costly throughout the building process. There is no input from the General Contractor during the design process.
- 2) Design, Build – Within this method an RFP is conducted to select a single point of contact for architect and construction. This does provide a choice of multiple designs but the facility owner must be very detailed with scope, concept and specifications and usually has to hire a consultant for pre-design (architect/engineer firm) to oversee owners interest. This process as well could have many change orders and added costs during the building process.
- 3) Construction Management – This method includes first conducting an RFP to select a construction management firm (CM). This firm is selected based on their qualifications and experience building the type of facility being constructed (in our case an arena) as well as the price of their construction management services which include project management and budgeting. The CM is then involved in the RFP process to select the architect and design firm. The CM acts as Owners agent and the owner knows the construction management fee and architect/engineer fees up front. The project doesn't have to wait for all specs to be completed and therefore design changes can be made at various design phases without significant additional cost. This method encourages the owner, CM and architect to work as a team to finalize the design based on the combined experience of the group. The CM can work within a Guaranteed Maximum Price (GMP) which the owner sets.

Staff have reviewed a number of arena projects across Canada. While it is difficult to compare exactly between two projects given the variations within the facilities, the projects that have come in on the lower end of the scale often have used the Construction Management method of building. Staff have had many conversations with the consultant from LeisurePlan, directly with staff of other municipalities having recently completed projects and with construction firms themselves. The consensus is that the construction

management method can provide a quicker and more cost effective method for facility construction and, therefore, is the path recommended.

This will see an RFP undertaken for “Construction Management Services” and, subsequently “Architectural and Engineering Services” for the facility. Both services will be selected based on qualifications, experience and price. Instructions will be provided with the RFP that the goal is to build the twin pad addition as economically as possible but with value for money in mind (i.e., consider the life cycle costs of components to make the best choices on behalf of taxpayers). The City can request cost estimates at various stages of design (e.g. 30 %, 60 % and 90 %) to help keep the project on budget. The Construction Management approach also allows local sub-trades the opportunity to bid on various disciplines of construction.

As mentioned, the City is ahead of the game in some respects as approximately \$1.2M has been spent on Professional fees to date for Phase 1 and 2 of the Northern Community Centre. Schematic drawings are in place that show the addition of both a single and double pad to the existing Northern Community Centre. The experience gained from the construction of the current Northern Community Centre will also help inform the construction of the new facility. There were issues experienced with soil conditions and the footings during the construction of the NCC which will be factored into the design of the twin pad addition.

#### 4. Recommendation and Path Forward

Staff are recommending the W.J. McMeeken replacement project begin in 2019. The current W.J. McMeeken facility is fifty-one years old and experiencing a number of issues related to roof repair, arena floor, dressing rooms, etc. The generally accepted industry life span for an arena facility in Ontario is thirty-two years old. A new arena project will take multiple years to complete and therefore it is felt that it is imperative the City begin this process in 2019.

Staff recommends utilizing the existing schematic drawings to inform the final design of a twin pad arena that is attached to the current Northern Community Centre. The comprehensive ice utilization study completed by LeisurePlan demonstrates clearly the demand exists for a twin pad facility. This forecasted demand took into account community demographics, a higher participation rate in ice sports experienced in Sault Ste. Marie (25% vs. 20% provincially) and the use of ice time by user groups at facilities outside the community. It should be noted that at the time of the LeisurePlan study the Sault College program was just getting underway. As evidenced by the Sault College letter, the program is progressing well and Sault College is already talking about potential expansion.

Further, the ice utilization study factored in the presence of the Rankin Arena and Soo PeeWee Arena in its calculations moving forward. The City certainly hopes that these facilities will continue to operate moving forward but if either of these facilities goes down for any period of time it would certainly put a significant strain on the ice users in the community (who are already utilizing arena time in Sault, Michigan and in the smaller communities outside of Sault Ste. Marie).

In terms of the steps and process, Staff recommends the following:

- Council approve in principal proceeding with the Northern Community Centre expansion and the creation of a twin pad arena
- A Steering Committee be established which will consist of:
  - Two City Councillors
  - CAO
  - Deputy CAO, CDES
  - Chief Financial Officer/City Treasurer
  - Director, Community Services
  - Director, Planning
  - Manager, Community Arenas
  - Manager, Recreation and Culture
  - Manager, Facilities and Maintenance
- An RFP be issued to select “Construction Management Services” and then “Architectural and Engineering Services”
- Public, Parks and Recreation Advisory Committee and stakeholder group input will be solicited for the facility
- A preliminary design would be created and returned to Council for input
- Public and stakeholder input would be sought on the preliminary design
- A guaranteed maximum price for the project be set at \$25M dollars. It should be noted that the cost could be less than this GMP and Council will be provided updates as the project progresses.
- Final design and firm price would be provided as the project proceeds (but would not exceed the \$25M guaranteed maximum price)

In parallel to the twin pad arena process, Staff will need to engage a firm to provide estimates for the removal of the McMeeken arena. In addition to the condition of the arena outlined by the STEM Engineering report, it is felt that the new facility will require this space in order to provide appropriate parking for the twin pad arena.

In summary, the construction of the new twin pad arena is an exciting opportunity for the community. It will expand and enhance the Northern Community Centre

and fulfill the vision of the original facility. It will provide much needed prime ice time hours for the community and improve community services. The facility also provides the community the opportunity to continue to attract tournaments and sporting events. Finally, the project aligns directly with the Corporate Strategic Plan and goals of providing outstanding service to citizens and a superior quality of life.

### **FINANCIAL IMPLICATIONS**

To begin the project in 2019 \$1.1 million is required to support the costs of the initial construction management and architectural and engineering design services. In consultation with Finance, it is recommended that these costs be funded in the short term internally, utilizing City reserves.

The \$1.1 million expended on construction management and architectural and engineering services would be rolled into the long term debt portion of the financial plan to replenish the internal funds used in the short term.

As of December 31, 2018 the City has \$5.0 M in external long term debt outstanding. Two previous arena projects retire in the near future making available \$1,653,646 in annual debt servicing costs, as noted below, without impacting the operating budget.

John Rhodes Community Centre: \$3,300,000 borrowed in 2000. Annual debt servicing cost (principle & interest) \$489,884. Last payment - 2020.

GFL Memorial Gardens: \$11,220,000 borrowed in 2017. Annual debt servicing cost (principle & interest) \$1,163,762. Last payment - 2021.

The debt servicing cost of \$25 million over 25 years is approximately \$1.53 M annually.

Once the final cost for the project is determined, staff will provide a financing plan which will include debt servicing costs as well as operational budget impacts. The City has an excellent Credit Rating of AA- (stable) which should enable the Corporation to secure the funds required.

It should be noted, if the project does not proceed, the amount expended on architectural and engineering services would need to be funded to replace the short term internal financing. In this scenario, financing is recommended to come from long term debt servicing availability in 2021/2022 when the John Rhodes & GFL Memorial Gardens are fully paid.

The City is hopeful that the timing of this project will align with an application for Provincial and Federal funding through new infrastructure funding programs. The architectural and engineering design work in 2019 will ensure the City is "shovel-ready" if grants are announced. Clearly, the ideal funding option is the

combination of long term debt combined with Provincial and Federal infrastructure funding.

### **STRATEGIC PLAN / POLICY IMPACT**

The project links directly to the Infrastructure Focus Area of the Corporate Strategic Plan – “New infrastructure is essential to the City’s growth, economic development, citizen safety and quality of life.”

Further the project ties in to the Service Delivery Focus Area – “Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society.”

Finally, the project aligns with the Quality of Life Focus Area – “The City of Sault Ste. Marie is distinctly poised to provide and promote a superior quality of life.”

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated 2019 03 18 concerning ice capacity expansion be accepted and that Council:

- Approve the establishment of a steering committee responsible for driving the process and reporting back to Council to provide updates on significant matters.
- Proceed in a request for proposal process for “Construction Management Services” and “Architectural and Engineering Services” for a new twin pad arena to be located at 616 Goulais Ave. with a guaranteed maximum price of \$25 million dollars.
- Approve City Staff to apply for Infrastructure Funding when available in support of the project.
- Authorize the Finance department to internally fund in the short term the architectural and engineering design services up to \$1.1M in 2019 to advance the project.
- Authorize staff to investigate options and costs to decommission the W.J. McMeeken and report back to Council.

W.J. McMeeken Replacement Facility  
2018 03 18  
Page 16.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Tom Vair', with a stylized flourish at the end.

Tom Vair

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# **Comprehensive Review of Indoor Ice Utilization for Sault Ste. Marie**

**LeisurePlan  
International Inc.**





## Purpose of the Research

- A comprehensive review & evaluation of indoor ice utilization at the City's arenas
  - Assess trends in facility demand, activity participation and demographics
  - Gather input from ice users, Tourism SSM and other stakeholders
  - Assess condition and utility of existing City arenas
  - Consider other arenas
  - Analyze sport tourism opportunities
  - Project future ice time demand
  - Recommend benchmarks & best practices for ice utilization



## Research Process and Consultation Activities

- The research was conducted based on a sequence of phases and associated tasks.
- Consultation activities included:
  - Interviews with municipal representatives
  - Telephone interviews with representatives of other arenas
  - A survey & interviews with municipal ice user groups (19 out of 32 groups participated – including all major groups)
  - A resident online survey re: public skating (409 residents participated)
  - Interviews with key stakeholders (Sault College, SSM Speed Skating Club, the E.D. of Tourism SSM)



## Recommendations

### 1. Existing Municipal Indoor Ice Facilities

- The W. J. McMeeken Centre be replaced in the immediate future.
- The Municipality should not make any further financial investment in this facility beyond what is required to continue operations until a replacement can be built.
- The Municipality should prepare a review of municipal arena facilities in 2026 re: their continued long term operation.



## Rationale:

- Assessment of existing municipal indoor ice facilities + resident & ice user groups' evaluation of existing facilities
- The long term sustainability of existing facilities:
  - The effective lifespan of a municipal arena facility is dependent on the quality of original construction and quality of maintenance, repair & replacements that have occurred.
  - 32 years is generally accepted industry benchmark in Ontario for arena life-cycle. Buildings passing 32 years will require significant on-going \$\$ investment to remain safe and serviceable.
- **McMeeken Arena is 51 years old.**



## Recommendations (cont.)

### 2. Future Demand for Municipal Indoor Ice Facilities

- There is sufficient additional demand (“typical weekly demand” for a “full season”) to fully utilize Prime Time Ice on an additional ice pad.
- This would imply that 5 municipal ice pads be provided during 2021-2036.



➤ The Preferred Future Municipal Indoor Ice Facility Development Strategy:

- Develop 2 ice pads – 1 to replace McMeeken and 1 to accommodate demand for ice time as identified through the research as a double pad facility.
- The 2 ice pads should be based on NHL rink dimensions (85’ by 200’).
- Provide seating for 300-500 spectators for each ice pad.
- Plan/design the facility to allow for potential future expansion.
- Select a site for the facility that will allow the potential to create a multi-purpose community centre type of facility in the future (including outdoor sport and recreation facilities).



## General Recommendations

- Address the low rate of utilization of non-prime time ice time on municipal ice pads – review operational schedules and examine approaches to reduce operating hours during non-prime time where feasible.
- Perform a role in supporting the activities of community based ice user groups associated with:
  - Improving the quality of programs
  - Ensuring the affordability of program opportunities
  - The development of new and innovative programs that are not sport related



## General Recommendations (cont.)

- Review the current Municipal Ice Allocation Policy.
- Conduct annual review and evaluation of the assumptions on which the analysis of demand for municipal ice time is based (e.g. trends in participation, demographics, etc.).





## Summary of Findings and Conclusions


### CURRENT LEVEL OF PROVISION OF INDOOR ICE PADS IN SAULT STE. MARIE

- Developed a profile of the current level of provision of indoor ice pads in the city including municipal ice pads, the Soo Pee Wee Arena and the Rankin Arena.
- Developed a profile of the provision of indoor ice pads in the geographic area surrounding the city.



## MANAGEMENT AND OPERATION OF INDOOR ICE FACILITIES

- Assessed governance, policies & procedures that impact use and utilization of the indoor ice pads:
  - The municipal ice pads are the only ice pads in the city that are focused specifically on general public use. Their management & operation based on municipal policies & procedures applied consistently across the ice pads.
  - The Soo Pee Wee and Rankin arenas may be regarded as both a **complement** to municipal arenas, but also as a **competitor** for rental of ice time.
  - Neither of the 2 non-municipal arenas have formal policies re: the provision of ice service or ice time allocation.

- 
- The Municipality provides a longer ice season (by 3 weeks) and is the only provider of summer ice time in the city.
  - Compared to the 2 non-municipal arenas, the Municipality's:
    - Official prime time designations start 1 hour earlier and end 1 hour later on weekdays.
    - Official prime time designations on weekend days start 1 hour earlier and end 1 hour later than the Soo Pee Wee Arena, and start 2 hours earlier and end 1 hour later than the Rankin Arena.
    - Ice user fees (prime time and non-prime time) are considerably lower.




## CURRENT UTILIZATION OF MUNICIPAL ICE TIME AND INDOOR ARENA FACILITIES IN SAULT STE. MARIE

- Calculated utilization for prime time and non-prime time ice:
  - For “regular weekly use/users” during the 2016/17 season and the previous four seasons (2012/13 to 2015/16)
  - Based on a “typical week” at each municipal arena
  - Data provided by the Community Centres Division
  - Prime time and non-prime time designations based on those used in practice by the Community Centres Division:

PT = 4pm-midnight Monday to Friday, 7am-midnight Saturday & Sunday

NPT = 7am-4pm Monday to Friday

- 
- The pattern of use of the ice pads varies each week as a result of the # of special events held.
  - Utilization of the municipal ice pads is slightly lower at the beginning and end of the season due to variations in groups' and leagues' schedules.




## THE ANALYSIS CONCLUDED THAT:

- 90% of total municipal **prime time** ice provided during a “typical week” was utilized.

A total of 22.5 hours of prime time ice per week is unused (typically occurs after 11pm weekdays and weekends, and 7-8am weekend mornings)

- 37% of total municipal **non-prime time** ice provided during a “typical week” was utilized.

A total of 14 hours of non-prime time ice per week is unused (typically occurs weekdays 7am-3pm)

- 
- Utilization of prime time has increased each year since 2012/13.
  - Utilization of non-prime time has fluctuated since 2012/13.
  - The analysis of the type of use of ice time during the 2016/17 season identified that:
    - Sault Major Hockey utilizes the largest # of hours of prime time ice per week, followed by Major Junior A Hockey Teams, followed by adult/oldtimer hockey leagues and Soo Pee Wee Hockey.
    - Major Junior A Hockey Teams utilize the largest # of hours of non-prime time ice per week, followed by figure skating groups, private rentals and high school hockey.

- The overall utilization of ice time during a “typical week” at each municipal ice pad in 2016/17:

|                                   | % of Ice Time Utilized by Facility Per Week in 2016/17 |                  |                 |                  |                  |                |                 |                |
|-----------------------------------|--|------------------|-----------------|------------------|------------------|----------------|-----------------|----------------|
|                                   | Rhodes 1   |                  | Rhodes 2        |                  | Essar            |                | McMeeken        |                |
|                                   | Prime  | Non-Prime        | Prime           | Non-Prime        | Prime            | Non-Prime      | Prime           | Non-Prime      |
| <b>Utilization</b>                | <b>89%</b>   | <b>28%</b>       | <b>94%</b>      | <b>59%</b>       | <b>85%</b>       | <b>33%</b>     | <b>90%</b>      | <b>27%</b>     |
| <b># of Unused Hours Per Week</b> | <b>7 hrs.</b>  | <b>32.5 hrs.</b> | <b>3.5 hrs.</b> | <b>18.5 hrs.</b> | <b>10.5 hrs.</b> | <b>30 hrs.</b> | <b>6.5 hrs.</b> | <b>33 hrs.</b> |





- The un-utilized prime time ice occurs during specific time periods:
  - generally considered “undesirable” for the majority of ice user groups (i.e. children/youth/teens, older adults and seniors)
  - that are generally difficult to attract use



➤ 40 Special Events/Tournaments were held on municipal ice pads in 2016/17:

- These events used 1,522 hours of prime time ice and 495 hours of non-prime time ice.
- This represents a significant use that is unique compared to other ontario municipal ice facilities.
- The municipal policy and practice of allocating ice time to special events/tournaments as a priority use, and the encouragement of these types of use, has a significant implication to the amount of ice time provided to non special event/tournament ice related programs and activities.



➤ Use and utilization of the non-municipal arenas in Sault Ste.

Marie:

- Use and utilization of the Soo Pee Wee and Rankin arenas was established through interviews with representatives of those facilities.
- The Rankin Arena is utilized 100% during prime time.
- The Soo Pee Wee Arena is utilized 78% during prime time. (The majority of unused prime time occurs too late in the evening for the League's players.)



## PROJECTED DEMAND FOR MUNICIPAL INDOOR ICE TIME AND MUNICIPAL INDOOR ICE PADS

➤ The analysis determined demand for indoor ice time on municipal ice pads based on 4 categories:

- A. Current Demand
- B. Additional Current Demand
- C. Short Term Future Additional Demand (to 2021)
- D. Long Term Future Additional Demand (to 2036)



## A. Current Demand

- The analysis was based on:
  - An overview demographic profile of the city's population; emphasis placed on age and gender composition
  - Specific attention placed on 3 age groups representing the majority of indoor ice participants):
    - Children/Youth/Teens 5-19 years of age
    - Adults 20-54 years of age
    - Older Adults 55-64 years of age
  - A profile of the current indoor ice programs & activities of municipal ice users including registration/participation data and their current level of ice use.



- The # of residents of the city that were participants in registered indoor ice programs & activities (not including public skating) that utilize the municipal indoor ice pads, by participants' age:
  - At least 2,744 participants in the 5-19 years of age group (not including Major Junior A Hockey teams). Equals a 25% participation rate, which is relatively high compared to provincial averages of 20%.
  - At least 1,180 participants in the 20-54 years of age group. Equals a 4% participation rate, which is typical of provincial averages of 4-5%.
  - At least 218 participants in the 55-64 years of age group. Equals a 2% participation rate, which is lower than provincial averages of 4-5%.



➤ The current demand for municipal ice time:

- **267.5** hours of prime time ice and **66** hours of non-prime time ice each “typical week”.
- **1,522** hours of prime time ice and **495** hours of non-prime time ice for special events/tournaments.
- Municipal ice user groups also utilize:
  - Prime time ice at the Ranking and Soo Pee Wee arenas
  - Arenas located outside the city



## B. Additional Current Demand

- The analysis was based on 9 categories of potential demand for additional ice time:
  - Current programs/activities operating at capacity with a waiting list that cannot be accommodated.
  - Current programs/activities held in non-municipal arenas that would preferably be held in municipal arenas.
  - Municipal ice time allocations of existing user groups that are cancelled for special event/tournament use.
  - The expansion of current users' existing programs/activities.
  - The introduction of new programs/activities by existing users.
  - The introduction of new tournaments by existing users.
  - Rescheduling of ice time allocations of existing users.
  - Increasing the # of games and/or practices of existing users.



- 
- The analysis identified additional current demand in the order of:

**83.75 hours of prime time ice per week all season**

**+**

**Additional hours of prime time ice for a partial season:**

- 21 hours/week for 13 weeks
- 15 hours/week over 2 weeks in October
- 2 hours/week for 20 weeks (October to February)
- 3 hours/week per day for 5 times per season
- 6 hours/week on 5 weekends throughout October to February

**+**

**173 hours of prime time ice and 99 hours of non-prime time ice for special events/tournaments**



### C. Short Term Future Additional Demand (to the year 2021)

- The following additional ice time demand was identified for the short term future:
  - 12 hours/week of prime time ice for a full season
  - 3 hours/week of prime time ice for 8 weeks in the fall
  - The majority of short term future additional demand originates from users that provide female hockey and ringette programs



## D. Long Term Future Additional Demand (to the year 2036)

- The analysis was based on the implications of various trends:
  - General societal trends re: participation in sport and leisure activities in general and indoor ice related specifically
  - Local participation patterns in indoor ice related activities, particularly among specific age groups and gender and how they may change over the time period
  - Demographic trends





- Long term future demand for ice time may decrease overall throughout the ice season:
  - by 2 hours/week for prime time ice
  - by 2 hours/week for non-prime time ice
- The # of participants in the 5-19 years of age group is projected to **decrease** 5-6% = 160 fewer participants
- The # of participants in the 20-54 years of age group is projected to **increase** 9% = 160 additional participants
- The # of participants in the 55-64 years of age group is projected to **decrease** 24% = 53 fewer participants



## MUNICIPAL INDOOR ICE PAD REQUIREMENTS

- The existing municipal ice pads are NOT capable of accommodating any of the additional **prime time** ice demand for either a “full” or “partial” season.
- All additional demand for **non-prime time** ice can be accommodated on the existing municipal ice pads.
- One (1) additional municipal indoor ice pad would be required to accommodate a portion of the additional current demand for prime time ice.
  - There is sufficient additional demand for prime time ice of a “typical weekly demand” nature for a “full season” to fully utilize prime time ice on an additional municipal ice pad.

- 
- This implies that 5 municipal indoor ice pads should be provided during the period 2021-2036.
  - However, as each ice pad provides 74 hours of prime time ice per week, the balance of additional ice time demand would **not** be able to be accommodated on 1 additional ice pad. This represents:
    - 21.75 hours of prime time ice per week for a “full” season
    - The current and short term future additional demand for a “partial” season
    - 37 hours of prime time ice over one weekend in the spring and 4 hours of prime time ice on one weekday in December for special events/tournaments

- 
- This would represent a utilization of 29% of prime time on a 2<sup>nd</sup> additional ice pad.
  - This is not sufficient to justify provision of a 2<sup>nd</sup> additional ice pad (in our professional opinion).
  - The only way to accommodate these additional demands for prime time ice would be to revise the municipal ice allocation policy re: allocation and scheduling of ice time allocated to special events/tournaments.

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# Comprehensive Review of Indoor Ice Utilization for Sault Ste. Marie

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Final Report

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LeisurePlan International Inc.

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Comprehensive Review of Indoor Ice Utilization  
for Sault Ste. Marie

Final Report

**December 2017**

**LeisurePlan International Inc.**

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## EXECUTIVE SUMMARY

### A: PURPOSE OF THE RESEARCH

The City of Sault Ste. Marie commissioned LeisurePlan International Inc. to conduct a comprehensive review and evaluation of indoor ice utilization at the City's arenas. The objectives of the research were to:

- assess trends in ice surface demand, local ice sport participation and community demographics
- gather input from major local municipal ice user groups, Tourism Sault Ste. Marie and other stakeholders regarding current and future demand
- assess the general condition and utility of the City's existing arenas
- consider additional indoor ice surfaces available in the City and the immediate vicinity
- provide analysis on sports tourism opportunities such as major special events and annual tournaments in relation to available number of ice surfaces
- project future ice surface demand based on the review conducted; forecast local ice time demand trends for 20 years, and project the optimal local ice surfaces required to meet future demand
- recommend benchmarks and best practices concerning optimum ice utilization

### B: RESEARCH PROCESS AND CONSULTATION ACTIVITIES

The research was conducted based on a sequence of phases and associated tasks. A number of consultation activities were conducted throughout the research process including:

- interviews with City staff representatives
- telephone interviews with non-municipal indoor arena service providers in Sault Ste. Marie and the surrounding market area
- a detailed survey of municipal ice user groups
- a resident survey based on an on-line questionnaire
- interviews with local ice user group representatives

### C: THE FINAL REPORT

The Final Report presents the findings and conclusions of all research and consultation activities conducted during the review and evaluation process. A projection of the potential demand for ice time associated with use of municipal indoor ice facilities is identified for the time period 2017 to 2037 (a 20 year period). A series of recommendations are identified concerning the most effective and efficient approach to the provision of municipal indoor ice facilities during the next 20 years giving consideration to the age and general condition of the current municipal indoor ice facilities.

## SUMMARY OF FINDINGS AND CONCLUSIONS

### **D: CURRENT LEVEL OF PROVISION OF INDOOR ICE PADS IN SAULT STE. MARIE**

A profile of the current level of provision of indoor ice pads in Sault Ste. Marie was developed. The provision of indoor ice pads in the geographic area surrounding the city was also reviewed as residents of Sault Ste. Marie utilize ice pad facilities beyond the municipal boundaries of the city to accommodate their demand for participation in indoor ice related programs and activities.

#### **D1. Current Provision of Indoor Ice Pads in Sault Ste. Marie**

There are currently a total of 6 indoor ice pads provided in 5 indoor arena facilities in Sault Ste. Marie:

##### ➤ Municipal Ice Pads

The City of Sault Ste. Marie owns and operates 3 indoor arena facilities containing a total of 4 ice pads:

- Essar Centre: 1 NHL sized (85' x 200') ice pad, building is 12 years old
- John Rhodes Community Centre: John Rhodes Community Centre Arena 1 - 1 NHL sized (85' x 200') ice pad, building is 40 years old
- John Rhodes Community Centre: John Rhodes Community Centre Arena 2 - 1 community sized (85' x 185') ice pad, building is 19 years old
- The W.J. McMeeken Centre (McMeeken Arena): 1 community sized (85' x 185') ice pad, building is 51 years old

Key differences among the municipal ice pad facilities include:

- *Facility age:* 2 municipal arenas are more than 35 years of age, the W.J. McMeeken Centre is the oldest municipal arena facility at 51 years, and John Rhodes Arena 1 is 40 years old.
- *Facility design and amenity level:* in addition to being the oldest municipal arena facility the W.J. McMeeken Centre represents a very basic level of facility not comparable to current community arena facility design standards in terms of the quality of the public use environment. It is a stand-alone single purpose facility. Also, both the W.J. McMeeken Centre and the John Rhodes Community Centre arena facilities provide the minimum level of change rooms in terms of their size and the number provided.
- *Varying rink sizes:* 2 of the municipal ice pads are NHL regulation size while the ice pads at the W.J. McMeeken Centre and John Rhodes 2 are smaller in size (85' x 185').
- *Use for community ice activities:* The ice pad at the Essar Centre is not fully available to accommodate community ice programs and use. The ice pad is used to accommodate the Soo Greyhounds of the Ontario Hockey League on a priority basis and other ice uses may be displaced by non-ice activities at the centre as it functions as a venue for entertainment, tradeshow, and conferences.

➤ Non-Municipal Ice Pads

Two indoor ice pads are provided in 2 indoor arena facilities by non-municipal organizations:

- The Soo Pee Wee Arena: 1 community sized (85' x 185') ice pad, owned by the registered non-profit charitable organization "the Soo Pee Wee Arena" and operated by the non-profit organization "The Soo Arena Association", building is 51 years old
- The Rankin Arena: 1 community sized (85' x 185') ice pad, owned and operated by the Batchewana First Nation, building is 40 years old

There are 2 indoor ice pads provided in 2 indoor arena facilities located in Ontario municipalities surrounding Sault Ste. Marie:

- Johnson Township Recreation Centre - Desbarats Arena: 1 community sized (85' x 185') ice pad
- Echo Bay Sportsplex in the Township of Macdonald, Meredith and Aberdeen Additional: 1 community sized (85' x 185') indoor natural ice pad

There are 4 indoor ice pads provided in 3 indoor arena facilities located in Sault Ste. Marie, Michigan, USA:

- Big Bear Arena, Chi Mukwa Community Recreation Center: 1 Olympic sized (100' x 200') ice pad and 1 NHL sized (85' x 200') ice pad, owned and operated by Sault Tribe of Chippewa Indians
- Pullar Community Building: 1 community sized (85' x 185') ice pad, owned and operated by the City of Sault Ste. Marie, Michigan
- Taffy Abel Arena: 1 indoor ice pad, (dimensions not available) owned and operated by Lake Superior State University

**E: MANAGEMENT AND OPERATION OF INDOOR ICE FACILITIES**

Similar types of indoor ice facilities may not represent similar levels of indoor ice service provision as management and operational approaches can determine the nature of public access to the service and use of the facilities. The management and operational factors assessed included governance (associated with indoor ice facility ownership and operation), and policies and procedures that set conditions on the use and utilization of the indoor ice pads.

**E1. Governance**

Indoor ice pads in Sault Ste. Marie are currently provided by three different types of organizations:

- The municipal ice pads are the only ice pads in the city that are focused specifically on general public use. The management and operation of the municipal ice service is based upon municipal policies and procedures applied consistently across the municipal ice pads.
- The Soo Pee Wee Arena is owned by the registered non-profit charitable organization, "The Soo Pee Wee Arena", and operated by the non-profit organization "The Soo Arena Association". The organization manages the operation of the indoor ice pad based on their organization's objectives; they establish their own rental rates and operational parameters. While serving the youth of Sault Ste. Marie, the provision of the ice pad and the allocation of ice time are focused in the first instance on accommodating the programs and activities of the Soo Pee Wee hockey program. The facility

is available for public use during the hours when not utilized for the organization's programs and activities. As a result the service provided at the Soo Pee Wee Arena may be regarded as both a complement to the municipal indoor ice facilities but also a competitor for rental of ice time.

- The Rankin Arena is owned and operated by the Batchewana First Nation and is similar to a private arena operation. The arena service has gone through a variety of operational models in the past. Ice allocation, hours of operation, rental rates and the designation of prime time and non-prime time ice are established by the Batchewana First Nation. As a result the service provided at the Rankin Arena may be regarded as both a complement to the municipal indoor ice facilities but also a competitor for rental of ice time.

## **E2. Policies and Procedures**

The analysis reviewed the policies and procedures of each indoor ice provider associated with the length of the ice season, operational hours, allocation of ice time and ice scheduling, the designation of "prime-time" and "non-prime" time ice, user fees and rental rates

- The allocation of ice time in municipal arena facilities (on municipal ice pads) is guided by the provisions of the Municipality's Ice Time Allocation Policy. Neither of the 2 non-municipal ice providers in Sault Ste. Marie has established formal policies associated with the provision of indoor ice service or the allocation of ice time at their facilities
- The Municipality provides a longer indoor ice season (an additional 3 weeks) compared to the 2 non-municipal indoor ice pads and is the only provider of ice time during the summer months in the city.
- The Municipality's official prime time designations start an hour earlier and end an hour later on weekdays compared to the non-municipal indoor ice pads.
- The Municipality's official prime time designations on weekend days start an hour earlier and end an hour later compared to those at the Soo Pee Wee Arena and start 2 hours earlier and end an hour later compared to those at the Rankin Arena.
- The Municipality's prime time and non-prime time ice user fees are considerably lower compared to those at the Soo Pee Wee Arena and the Rankin Arena.

## **F: NUMBER OF HOURS OF INDOOR ICE TIME PROVIDED IN SAULT STE. MARIE**

An analysis of the amount of prime time and non-prime time ice currently provided by the municipal and non-municipal indoor ice providers in Sault Ste. Marie was undertaken:

- The Municipality provides a total of 11,568 hours of prime time ice and 7,440 hours of non-prime time ice during the winter ice season. This represents a total of 304 hours of prime time ice per week and 200 hours of non-prime time ice per week. Each municipal ice pad provides 76 hours of prime time ice per week and 50 hours of non-prime time hours of ice time per week.

- Based on data provided by each arena operator, there are a total of 4,253 hours of prime time ice and 10,202 hours of non-prime time ice provided in non-municipal arenas in Sault Ste. Marie during the winter ice season. This represents a total of 122 hours of prime time ice per week and 74 hours of non-prime time ice per week.
- There are a total of 426 hours of prime time ice and 274 hours of non-prime time ice provided on a weekly basis in Sault Ste. Marie. Municipal ice provision represents 71% of the total weekly prime time ice time and 42% of the total weekly non-prime time ice time provided.

## **G: CURRENT DEMAND FOR MUNICIPAL ICE TIME IN SAULT STE. MARIE**

The analysis examined the current demand for municipal ice time in Sault Ste. Marie including:

- An overview demographic profile of the population of the city with specific emphasis placed on age and gender composition since the order of magnitude and characteristics of demand for indoor ice time is significantly influenced by these demographic characteristics.
- A profile of the current indoor ice programs and activities of the municipal ice users including registration/participation data and their current ice use.

### **G1. Demographic Profile**

The most important aspects of population trends associated with the analysis of current demand for use of indoor ice facilities are the total size and the age and gender composition of the population. These factors have the greatest potential, of all demographic factors, to influence the order of magnitude as well as the characteristics and composition of current demand for participation in indoor ice related programs and activities and the utilization of indoor ice pads in the city.

The total population of the city was 73,370 in 2016. The average age was 44.6 years of age. The total city population declined 2.4% during the five year period 2011-2016, from a total of 75,145 in 2011 to 73,370 in 2016.

Participation in indoor ice related activities has been shown by industry research to vary significantly based on age. The two age groups within the population that typically account for the majority of indoor ice activity participants are:

- Children, Youth and Teens between the ages of 5-19. This market age group typically represents the primary users of indoor ice pad facilities.
- Adults between the ages of 20-54. This market age group typically represents the second most significant users of indoor ice pad facilities.

In recent decades, the older adult age group (those 55-64 years of age) has emerged throughout Ontario as an increasingly important indoor ice user market.

Gender is also an increasingly important consideration in the assessment of potential demand for participation in indoor ice related programs and activities. Historically participation in many indoor ice related programs and activities was dominated by male participants. This has undergone a shift during the past decades with the inclusion of female participants in organized recreational hockey leagues and the establishment and growth of female hockey leagues and

organizations at the local, provincial, national and international levels. As a result it is important to examine the gender composition of the population of the main market age groups associated with potential participation in indoor ice related activities and programs.

The following highlights the age and gender composition of the main indoor ice market age groups in Sault Ste. Marie in 2016:

- The 5-19 age group (children, youth and teens) totaled 10,830 individuals representing 14.8% of the city's total population. The gender profile of this age group was comprised of a slightly greater number and percentage of males (52%) than females (48%). The 5-19 age group decreased 9% in size during the five year period 2011-2016.
- The 20-54 age group (adults) totaled 30,880 individuals representing 42% of the city's total population. The gender profile of this age group was comprised of a slightly greater number and percentage of females (51%) than males (49%). The 20-54 age group decreased 9% in size during the five year period 2011-2016.
- The 55-64 age group (older adults) totaled 11,800 individuals representing 16.1% of the city's total population. The gender profile of this age group was comprised of a slightly greater number and percentage of females (52%) than males (48%). The 55-64 age group increased 6.5% in size during the five year period 2011-2016.

## **G2. Current Ice Time Demand on Municipal Ice Pads**

The analysis assessed current demand for ice time associated with municipal indoor ice facilities based on data provided by current municipal ice users obtained through a survey. Thirty (32) user groups were identified as current users of municipal indoor ice facilities. Nineteen (19) ice user groups completed the questionnaire, including each of the major ice user groups. The analysis included provision for the indoor ice time requirements of the groups that did not respond to the survey.

In addition, interviews were conducted with Sault College and the Sault Ste. Marie Speed Skating Club as potential future users of municipal indoor ice, and with the Executive Director of Tourism Sault Ste. Marie concerning the demand for non-local tournament use of the municipal ice facilities. Interviews were also conducted with representatives of the municipal indoor ice facilities located in Johnson Township, the Township of Macdonald, Meredith and Aberdeen Additional, and Sault Ste. Marie, Michigan concerning use of their facilities by residents and groups from Sault Ste. Marie Ontario.

The Municipality currently provides public recreational skating at the John Rhodes Arena and the McMeeken Arena. Participation in public recreational skating is unstructured and casual in nature and there is no "municipal ice user group" that could provide an understanding of current and future demand associated with this activity. As a result an on-line survey was conducted to provide residents the opportunity to provide input concerning public recreational skating services at the municipal indoor ice facilities. A total of 409 residents of Sault Ste. Marie responded to the online survey.

G2.1 Total Current Demand

Municipal ice user groups typically utilize a total of 265 hours of prime time ice and 54 hours of non-prime time ice each week on the municipal indoor ice pads. Public skating activities provided by the Municipality typically utilize 2.5 hours of prime time and 12 hours of non-prime time ice each week. This results in a total current demand for 267.5 hours of prime time ice and 66 hours of non-prime time ice each week (Table 1).

**Table 1: Current Demand for Municipal Indoor Ice, Typical Week**

| User/Use                          | Number of Prime Time Hours/Week | Number of Non-Prime Time Hours/Week |
|-----------------------------------|---------------------------------|-------------------------------------|
| Sault Major Hockey                | 82.0                            | 4.0                                 |
| Soo Pee Wee Hockey                | 28.0                            | 0.0                                 |
| Female Hockey                     | 21.0                            | 0.0                                 |
| High school hockey                | 10.5                            | 10.5                                |
| Other (youth hockey)*             | 3.0                             | 0.0                                 |
| Figure Skating (LSFSC and SFSC)** | 27.5                            | 3.0                                 |
| Sault Ringette                    | 10.0                            | 0.0                                 |
| Major Junior A Hockey Teams       | 39.0                            | 20.0                                |
| Sledge hockey                     | 1.5                             | 0.0                                 |
| Adult/oldtimer leagues            | 34.0                            | 0.0                                 |
| Private rentals (adults)          | 8.5                             | 11.5                                |
| Public skating                    | 2.5                             | 12.0                                |
| Municipal ice maintenance         | 1.0                             | 0.0                                 |
| <b>TOTAL</b>                      | <b>268.5</b>                    | <b>66.0</b>                         |

\* Individual minor hockey teams

\*\* Lake Superior Figure Skating Club and Sault Figure Skating Club

It is important to note that at least five municipal ice user groups utilize prime time ice at the Rankin Arena and at least three groups utilize prime time ice at the Soo Pee Wee Arena. A number of the current municipal ice user groups also make use of arenas located outside of the city including the Desbarats and Echo Bay arenas and the Taffy Abel Arena, the Big Bear Arena and the Pullar Community Centre located in Sault Ste. Marie Michigan.

In addition to the typical weekly demand, there is a significant current demand for use of the municipal indoor ice pads for both ice related and non-ice related special events, in particular tournaments. Approximately 40 special events/tournaments were held on the municipal ice pads during the 2016/17 winter season; the number of special events held each month varied. Seven of these special events were non-ice related (e.g. concerts); although these special events do not use ice, they displace ice use and therefore for analysis purposes were included in the calculations of ice time utilization. A total of 1,522 hours of prime time and 495 hours of non-prime time ice were used for the 40 special events during the 2016/17 winter season.



## G2.2 Age Composition of Current Demand

The number of participants in registered indoor ice programs and activities (not including recreational skating) during the 2016/17 ice season that utilize municipal indoor ice pads was categorized by the participants' age based on information provided by the municipal ice user groups. It was estimated that:

- At least 128 participants in indoor ice related programs and activities accommodated in the municipal ice pads were residents of Sault Ste. Marie in the 0 to 4 years of age group.
- At least 2,744 participants in indoor ice related programs and activities accommodated in the municipal ice pads were residents of Sault Ste. Marie in the 5 to 19 years of age group (not including the Major Junior A Hockey teams). This represents a 25% participation rate in indoor ice related programs and activities accommodated in the municipal ice pads among this age group. This rate of participation is relatively high compared to provincial averages that tend to be 20%.
- At least 1,180 participants in indoor ice related programs and activities accommodated in the municipal ice pads were residents of Sault Ste. Marie in the 20 to 54 years of age group. This represents a 4% participation rate in organized indoor ice programs and activities utilizing municipal indoor ice pads among this age group. This rate of participation is typical of provincial averages that tend to be 4-5%.
- At least 218 participants in indoor ice related programs and activities accommodated in the municipal ice pads were residents of Sault Ste. Marie in the 55 to 64 years of age group. This represents a 2% participation rate in organized indoor ice programs and activities utilizing municipal indoor ice pads among this age group. This rate of participation is lower than provincial averages that tend to be 4-5%.

## **H: CURRENT UTILIZATION OF MUNICIPAL ICE TIME AND INDOOR ARENA FACILITIES IN SAULT STE. MARIE**

### **H.1 Municipal Ice Pad Utilization 2016/17 Ice Season**

An analysis of the current utilization of municipal indoor ice time provided in total and on each of the four municipal indoor ice pads was undertaken. Utilization data was provided by the Community Centres Division of the Community Services Department. The use and utilization of the Municipality's indoor ice pads for "regular weekly use/users" during the 2016/17 season and the previous four seasons (2012/13 to 2015/16) was established based on an assessment of usage statistics generated for a "typical week" at each municipal arena. It should be noted that the pattern of the use of the ice pads varies each week as a result of the number of special events held. Utilization of the municipal ice pads decreases during the last few weeks of the ice season as some groups and leagues end their season earlier than other ice users. Utilization of the municipal ice pads is also slightly lower at the beginning of the season than the rest of the season as some groups and leagues start their season later than other ice users.

Use and utilization was calculated for prime time and non-prime time designations. Although the Municipality has "official" prime time and non-prime time designations as established in the City of Sault Ste. Marie User Fee & Service Charges by-Law 2016-180 - Schedule "B", there are specific time periods that are almost never booked by ice users early in the morning. As a result the practice of the Community Centres Division is to consider prime time ice to be comprised of 4 pm to midnight Monday to Friday, and 7 am to midnight Saturday and Sunday (instead of 6 am to midnight Saturday and Sunday). Non-prime time is considered to be comprised of 7 am to 4 pm Monday to Friday. The analysis of prime time and non-prime time ice was based on the designations used

“in practice”.

The analysis concluded that:

- 90% of the total municipal prime time ice provided during a “typical week” during the in 2016/17 ice season was utilized. A total of 27.5 hours of prime time ice per week is unused. Unused prime time ice typically occurs after 11 pm weekdays and weekends, and 7-8 am weekend mornings.
- 37% of the total municipal non-prime time ice during a “typical week” during the in 2016/17 ice season was utilized. A total of 114 hours of non-prime time ice per week is unused. Unused non-prime time ice typically occurs during weekdays between 7 am and 3 pm.

The overall utilization of prime time on the municipal ice pads has increased each year from 2012/13 to 2016/17, while utilization of municipal non-prime time ice fluctuated during this period.

The analysis of the type of use of municipal ice time during the 2016/17 season identified that:

- Sault Major Hockey utilizes the largest number of hours of prime time ice per week (82), followed by Major Junior A Hockey Teams (Soo Greyhounds and Soo Thunderbirds) (39), followed by adult/oldtimer hockey leagues (34) and Soo Pee Wee Hockey (28).
- Major Junior A Hockey Teams utilize the largest number of hours of non-prime time ice per week (20), followed by public skating (12), private rentals (11.5) and high school hockey (10.5).

The overall utilization of ice time during a “typical week” at each municipal ice pad in 2016/17 is summarized in Table 2.

**Table 2: Total Municipal Ice Pad Utilization by Ice Pad, Typical Week, 2016/17 Ice-In Season**

|                                   | % of Ice Time Utilized by Facility Per Week in 2016/17 |           |          |           |           |           |          |           |
|-----------------------------------|--|-----------|----------|-----------|-----------|-----------|----------|-----------|
|                                   | Rhodes 1   |           | Rhodes 2 |           | Essar     |           | McMeeken |           |
|                                   | Prime  | Non-Prime | Prime    | Non-Prime | Prime     | Non-Prime | Prime    | Non-Prime |
| <b>Utilization</b>                | 89%  | 28%       | 94%      | 59%       | 85%       | 33%       | 90%      | 27%       |
| <b># of Unused Hours Per Week</b> | 7 hrs.   | 32.5 hrs. | 3.5 hrs. | 18.5 hrs. | 10.5 hrs. | 30 hrs.   | 6.5 hrs. | 33 hrs.   |

The unutilized prime time ice at each municipal indoor ice pad occurs during time periods (after 11 pm weekdays, and 6-7 am on weekends), that are generally considered as "undesirable" for the majority of ice user groups (i.e. children/youth/teens, older adults and seniors). The unutilized non-prime time ice occurs during time periods that are generally difficult to attract use. As a result the analysis concluded that prime time ice provided at each of the municipal arenas in Sault Ste. Marie is essentially utilized 100%.

In addition to regular weekly use the municipal ice pads are utilized by a significant number of "Special Events/Tournaments" which occur periodically during the ice season. The use and utilization of the Municipality’s indoor ice pads for “special events” (including tournaments) during the 2016/17 season was

established based on an assessment of usage statistics generated for the ice season (i.e. September to May) at each municipally operated arena. Approximately 40 special events were held in the municipal ice pads during the 2016/17 season; the number of special events held each month varied. The amount of prime and non-prime time hours used for each special event varied from 1 hour of prime time to 208 (172 hours of prime time and 36 hours of non-prime time). The number of ice pads used for each special event varied from 1 ice pad to all four. The amount of prime time and non-prime time ice utilized by special events/tournament use at each municipal ice pad varied. A total of 1,522 hours of prime time and 495 hours of non-prime time ice were used for special events during the 2016/17 season. This is equivalent to the utilization of approximately 57% of prime time and 30% of non-prime time on a single ice pad. This represents a significant use that is unique compared to the typical magnitude of tournament use among Ontario municipal ice facilities. The municipal policy and practice of allocating ice time to special events as a priority use, and the encouragement of these types of events, has a significant implication to the amount of municipal ice time provided to non-tournament oriented ice related programs and activities.

## H.2 Use and Utilization of the Non-Municipal Arenas in Sault Ste. Marie

The use and utilization of the two non-municipal arenas (Soo Pee Wee Arena and Rankin Arena) were established through interviews conducted with representatives of those facilities. According to the representative for the Rankin Arena the facility is utilized 100% during prime time, and according to the representative for the Soo Pee Wee Arena the facility is utilized 78% during prime time (the majority of unused prime time occurs late in the evenings, too late for use by the League's players).

## I: ADDITIONAL CURRENT AND FUTURE DEMAND FOR MUNICIPAL INDOOR ICE TIME AND MUNICIPAL INDOOR ICE PADS

### I1. Additional Current Demand

The determination of *additional* current demand involved analysis of nine (9) categories of potential demand for ice time associated with:

- Current programs and activities that are operating at capacity and have a waiting list of potential participants that cannot be accommodated within an ice user group's current ice time allocation.
- Current programs and activities of municipal ice user groups that are accommodated in non-municipal arena facilities in the city (either the Soo Pee Wee Arena or the Rankin Arena) that would preferably be accommodated in municipal indoor ice facilities.
- Current programs and activities of municipal ice user groups that are accommodated in arena facilities outside of Sault Ste. Marie that would preferably be accommodated in municipal indoor ice facilities in Sault Ste. Marie.
- Municipal ice time allocations of existing municipal ice user groups that are cancelled for use of the allocated ice time for tournament or special event use.
- The expansion of current municipal ice user groups' existing programs and activities.
- The introduction of new programs and activities by existing municipal ice user groups.
- The introduction of new tournament use by existing municipal ice user groups.
- Rescheduling of municipal ice time allocations of existing municipal ice user groups.
- Increasing the number of games and/or practices provided by existing municipal ice user groups.

The analysis identified a total current demand for an additional:

- 83.75 hours of prime time ice per week all season
- 21 hours of prime time ice per week for 13 weeks
- 15 hours of prime time ice over two weeks in October
- 2 hours of prime time ice for 20 weeks (October to February)
- 1 hour of non-prime time ice per week for 12-18 weeks
- 3 hours of prime time ice per day for 5 times per season
- 6 hours of prime time ice on 5 weekends throughout October to February
- 173 hours of prime time ice and 99 hours of non-prime time ice during the season for indoor ice related special events/tournaments

## 12. Future Demand

The assessment of the potential future demand for municipal indoor ice time and the future utilization of municipal indoor ice facilities involved analysis of a series of interrelated factors that may impact on the nature of, order of magnitude, characteristics and composition of potential future demand for participation in indoor ice related programs and activities and the associated potential demand for ice time on municipal indoor ice pads including:

- General societal trends associated with potential participation in sport and leisure activities in general and indoor ice sport and recreational activities specifically.
- Local participation patterns in indoor ice related sport and recreational programs and activities, particularly rates of participation among specific age and gender groups within the total population and how these may change over a specified time period.
- Demographic trends projected to occur over a specified time period associated with the size of the total population and the characteristics and composition of the total population, particularly the age and gender profile of the total population.

The analysis of potential future demand for participation in indoor sport and recreation programs and activities and related demand for utilization of ice time on municipal indoor ice pads for the next 20 year period to 2036 was based on five year intervals of 2021, 2026, 2031 and 2036.

### 12.1 Indoor Ice Related Program and Activity Participation Trends

An understanding of the general trends impacting participation in leisure activities in society can assist in anticipating changes in patterns of leisure participation. Among the important trends that are projected to have an impact on future participation in leisure activities are:

- the aging of the population
- the increasing ethnic diversity of the population
- a better educated population
- changing work and workplace patterns
- an increasingly time-stressed society identifying lack of free time as a major barrier to participation in leisure activities

The analysis reviewed trends occurring at the national and provincial levels associated with participation in indoor ice related programs and activities to ensure that future demand projections accounted for broad based program and activity participation trends. Data concerning participation and registration trends in the following activities were reviewed: ice hockey (including age and gender based participation trends), learn to skate, learn to play hockey, pond hockey and shinny hockey programs, sledge hockey, figure skating, synchronized skating, instructional skating, leisure/recreational skating, and ringette.

For the purposes of the projection of long term trends in potential participation in indoor ice related programs and activities in Sault Ste. Marie, the analysis assumed that the rates of participation in the individual ice sport activities (hockey, ringette, figure skating, etc.) may remain stable at current 2016 rates over the long term. Local participation rates in Sault Ste. Marie among registered participants in indoor ice programs and activities accommodated on municipal ice pads have been seen to be similar to provincial averages for adults (4-5%) and older adult age groups (2%) and above provincial averages among children, youth and teen age groups (25%).

Registration data provided by the current municipal ice user groups that participated in the research indicated that participation in the existing programs and activities provided by the majority of groups has remained the same or fluctuated minimally over the past five years, and the municipal ice user groups projected that the number of participants in their current programs will for most groups remain the same or fluctuate insignificantly during the short term future.

It was concluded that the most significant factor influencing future potential participation in indoor ice related programs and activities accommodated on municipal ice pads in Sault Ste. Marie will be any projected changes in the age composition of the population, particularly among the traditional age groups for participation in indoor ice sports and recreation programs such as children, youth, teens and adults.

## 12.2 Population Trends - Future Population Projections

The Municipality prepared a 20 year projection of the future population, age and gender composition of the city based on four successive 5 year time periods (2021, 2026, 2031 and 2036). The projections are based on 2016 census data and the assumption that current labour force numbers would be maintained during the time period of the projections.

The size of the city's total population is projected to remain generally consistent during the time period with minimal variations occurring between the five year periods between 2016-2036. The size of the total population of the city is projected to increase 2% from 2016 to 2036 representing an additional 1,397 residents. Given the projected trend in total population, potential future demand for participation in indoor ice related programs and activities and use of municipal indoor ice facilities may be influenced by potential changes to the age and gender composition of the age groups that constitute the majority of municipal indoor ice users/participants in Sault Ste. Marie; the 5-19 years of age group, the 20-54 years of age group and the 55-64 years of age group more so than trends associated with the total size of the city's population. The following presents a summary of the projected age and gender trends:

- The 5-19 Years of Age Group (Children, Youth and Teens) is projected to experience a net decrease in size of 5% (representing 503 fewer individuals) during the 20 year period from 2016 to 2036. It was also concluded that trends in the gender profile of this age group may not have a significant impact to the order or the characteristics of potential future demand among this age group during the 20 year period from 2016 to 2036. If the rate of participation in the indoor ice related programs and activities accommodated on municipal ice pads among this age group remain constant at the 2016 rate for the duration of the 20 year period, it is projected that there may be a net decrease in the order of magnitude of 5-6% of registered participants from among this age group representing in the order of 160 fewer participants in 2036 compared to 2016.

- The 20-54 Years of Age Group (Adults) is projected to increase in size by 4% or 1,337 individuals during the 20 year period from 2016 to 2036. The gender profile of this age group in 2036 is projected to be comprised of a slightly greater number and percentage of males (53%) than females (47%). This difference represents 1,874 more males than females in this age group in 2016. It was concluded that these trends in the gender profile of this age group may have a significant impact to the order of magnitude and the characteristics of potential future demand among this age group during the 20 year period from 2016 to 2036. If the rate of participation in the indoor ice related programs and activities accommodated on municipal ice pads among this age group remain constant at the 2016 rate for the duration of the 20 year period it is projected that there may be a net increase in the order of 9% of registered participants from among this age group representing in the order of 110 additional participants in 2036 compared to 2016.
- The 55-64 Years of Age Group (Older Adults) is projected to experience a significant net decrease in size of 30% (representing 3,561 individuals) during the 20 year period from 2016 to 2036. It was concluded that trends in the gender profile of this age group will not have a significant impact to the order of magnitude or the characteristics of potential future demand among this age group during the 20 year period from 2016 to 2036. If the rate of participation in the indoor ice related programs and activities accommodated on municipal ice pads for this age group remain constant at the 2016 rate for the duration of the 20 year period it is projected that there may be a net decrease in the order of 24% of registered participants from among this age group representing in the order of 53 fewer participants in 2036 compared to 2016.

### 12.3 Short Term Future Additional Demand - 5 Years (2021)

The analysis concluded that there is short term future additional demand for 12 hours of prime time ice per week all season, and 3 hours of prime time ice per week for 8 weeks in the fall associated with municipal ice pads in Sault Ste. Marie. The majority of short term future additional demand originates from users that provide female hockey and ringette programs.

### 12.4 Long Term Future Additional Demand - 2036

There are two approaches commonly used in projecting potential long term participation in indoor ice related programs and activities and associated demand for utilization of indoor ice time: *Local Age Based Participation Rate Based Projections* and *Facility Provision Standards*. The research established the implications of each approach in terms of projected future long term demand for participation in indoor ice related programs and activities accommodated on municipal ice pads.

#### ➤ Age Based Projections of Potential Long Term Future Participant Levels

The analysis of age based projections presented a series of conclusions for each of the age groups from which the majority of participants are drawn. Based on population projections for the three age groups (5-19 years of age, 20-54 years of age, and 55-64 years of age), and ice related activity participation trends documented in sections of this report, it was concluded that over the next twenty years the demand for prime time ice may decrease overall by a total of 2 hours per week throughout the ice season and the demand for non-prime time ice may also decrease overall by a total of 2 hours per week throughout the ice season.

➤ Demand For Ice Time Based on Facility Provision Standards

A review of indoor ice pad facility provision standards commonly in use among Ontario municipalities indicate that the facility provision standard of one municipal indoor ice pad for every 400 child, youth and teen (5-19 years of age) registered participants in ice related activities is an industry benchmark. Applying this standard to the population of Sault Ste. Marie in the 5-19 year age cohort that are currently registered participants in indoor ice related programs and activities accommodated specifically on municipal indoor ice pads and a local participation rate of 25%, there should be 6.9 municipal ice pads provided in 2016/17. Applying the projected population trends for this age group for the time period 2021 to 2036 and assuming the rate of participation in indoor ice related programs and activities among this age group remains constant over the long term future at the 2016 rate (25%), 6.5 municipal ice pads would be required to achieve the provision standard by 2036.

There are currently 4 municipal indoor ice pads provided in the city that are used primarily for children, youth and teens. The non-municipal Soo Pee Wee Arena also primarily accommodates children, youth and teen participants, and these participants make use of both the Soo Pee Wee Arena and the municipal ice pads. This suggests that if the Soo Pee Wee Arena was included as part of the current supply of municipal indoor ice pads, the provision of an additional municipal indoor ice pad would be required to achieve the facility provision standard of 1 indoor ice pad/400 registered participants 5-19 years of age in 2016/17 and throughout the period 2021 to 2036.

**J: SUMMARY OF PROJECTED DEMAND FOR MUNICIPAL INDOOR ICE TIME AND MUNICIPAL INDOOR ICE PADS**

**J1. Municipal Indoor Ice Time Requirements**

The analysis determined demand for indoor ice time on municipal ice pads (associated with typical weekly demand and demand associated with special events) and municipal ice pads categorized as:

- current demand
- current additional demand
- short term future additional demand (to the year 2021)
- long term future demand (to the year 2036)

The results of the analysis are summarized in Table 2.

**Table 2: Summary of Additional Current Demand, Short Term Future Additional Demand - 5 Years (2021), and Long Term Future Demand (2036)**

| Type of Ice Time  | Current Demand Municipal Ice Time          | Current Additional Demand Municipal Ice Time  | Short Term Future Additional Demand - 5 Years (2021) Municipal Ice Time | Long Term Future Demand (2036) Municipal Ice time |
|---|--|---|---|---|
| Typical Weekly Demand - Full Season Prime Time Ice        | • 267.5 hours/week                         | • 83.75 hours week (37 weeks)   | • 12 hours/week (37 weeks)  | • net decrease of 2 hours/week                    |
| Typical Weekly Demand - Partial Season Prime Time Ice     |  | <ul style="list-style-type: none"> <li>• 21 hours/week for 13 weeks</li> <li>• 15 hours over two weeks</li> <li>• 2 hours/week for 20 weeks (October to February)</li> <li>• 6 hours on 5 weekends throughout October to February</li> <li>• 3 hours of prime time ice/day, 5 times per season</li> </ul> | • 3 hours/week for 8 weeks in the fall                                  |   |
| Typical Weekly Demand - Full Season Non-Prime Time Ice    | • 66 hours/week                            | • 1 hour/week for 12-18 weeks   |   | • net decrease of 2 hours/week                    |
| Typical Weekly Demand - Partial Season Non-Prime Time Ice |  |   |   |   |
| Special Events - Prime Time Ice                           | • 1,522 hours in total (40 special events) | • 173 hours in total  |   |   |
| Special Events - Non-Prime Time Ice                       | • 495 hours in total (40 special events)   | • 99 hours in total   |   |   |

**J2. Municipal Indoor Ice Pad Requirements**

The analysis of the utilization of the existing municipal ice pads concluded that total municipal prime time ice was utilized 90% (based on the municipal practice that does not treat 6-7 am on weekend mornings as prime time) on a "typical week". A total of 27.5 hours of prime time ice per week (based on the municipal practice) was not currently utilized. However this unused prime time ice typically occurs after 11 pm during weekdays and weekends and 6-7am and 7-8am weekend mornings. The majority of municipal ice user groups are unwilling to use the early morning or late evening unused prime time hours. This is typical of the majority of municipal indoor ice operations in Ontario. As a result it is concluded that prime time ice provided on municipal indoor ice pads is effectively fully utilized and cannot accommodate any of the additional demand identified in the research.

The analysis of the utilization of the existing municipal ice pads concluded that total municipal non-prime time ice was utilized 37% (based on the municipal practice which does not treat 6-7 am on week day mornings as non-prime time) on a "typical week". A total of 114 hours of non-prime time ice per week (based on the municipal practice) was not currently utilized. The unused non-prime time ice typically occurs during varying time periods on weekdays between 7 am and 3 pm.

The analysis identified that additional current demand for prime time ice for "typical weekly demand - full season" totaled 83.75 hours per week and that there was additional current demand for prime time ice for a "partial season" consisting of:

- 21 hours of prime time ice per week for 13 weeks



- 15 hours of prime time ice over two weeks in October
- 2 hours of prime time ice for 20 weeks (October to February)
- 6 hours of prime time ice on 5 weekends throughout October to February
- 3 hours of prime time ice per day, 5 times per season

The analysis concluded that there is short term future demand for an additional 12 hours of prime time ice per week for a "full season" and short term future demand for additional prime time ice for a "partial season" for 3 hours of prime time ice per week for 8 weeks in the fall.

The analysis of potential long term future demand (to the year 2036) for ice time concluded that by the year 2036 the demand for prime time ice may decrease overall by a total of 2 hours per week throughout the ice season and the demand for non-prime time ice may also decrease overall by a total of 2 hours per week throughout the ice season.

### Special Events/Tournaments

The analysis identified that there is current demand for an additional 173 hours of prime time ice and 99 hours of non-prime time ice during the season for 3 special events. One of the additional special events is a provincial tournament (representing 132 hours of prime time and 72 hours of non-prime time) that would in all likelihood not be regularly hosted on an annual basis in Sault Ste. Marie. If the additional ice time demand associated with this special event is considered to be potentially unique or infrequent in nature (as opposed to occurring on an annual basis), the balance of identified additional demand would equal 37 hours of prime time ice and 27 hours of non-prime time ice occurring over one weekend in the spring and 4 hours of prime time ice occurring one weekend day in December.

***The existing municipal ice pads are not capable of accommodating any of the identified additional current demand and short term future demand for prime time ice for either a "full" or "partial" season. However, all additional demand for non-prime time ice identified in the analysis can be accommodated on the existing municipal indoor ice pads. The provision of an additional municipal ice pad would be required to allow the municipality to accommodate a portion of the identified additional current demand for prime time ice.***

Each municipal ice pad provides a maximum of 74 hours of prime time ice per week (based on current municipal practice). The magnitude of the additional current demand for prime time ice associated with "typical weekly demand" for a "full season" identified in the analysis (83.75 additional prime time hours/week) would represent full utilization of prime time ice on an additional municipal ice pad.

The balance of identified additional ice time demand would **not** be able to be accommodated on an additional municipal ice pad. This unmet demand represents:

- 21.75 hours of prime time ice per week of the combined additional current demand and additional short term future demand associated with "typical weekly demand" for a "full season"
- the current and short term future additional demand for prime time ice associated with "typical weekly demand" for a "partial season"
- 37 hours of prime time ice and 27 hours of non-prime time ice occurring over one weekend in the spring and 4 hours of prime time ice occurring one weekend day in December associated with special events/tournaments

This would represent a weekly utilization rate of 29% of prime time ice on a second additional municipal ice pad. The infrequent/sporadic nature of the identified demand for additional current and short term future prime time ice associated with "typical weekly demand" for a "partial season" and for additional special events would not significantly increase the weekly utilization of prime time ice for a full season to support the provision of a second additional municipal ice pad.

The only way that these additional demands for prime time ice could be accommodated on the municipal ice pads in the future (assuming an additional municipal indoor ice pad were to be provided) would be for the Municipality to revise the municipal ice allocation policy with specific respect to the allocation and scheduling of ice time allocated to special events and to establish specific priorities associated with the types of the identified additional demand that should be accommodated on an additional municipal indoor ice pad in the future. In this regard the Municipality may attribute greater importance to demand associated with providing opportunities for additional participation compared to the demand associated with the accommodation of municipal indoor ice user groups' use of non-municipal indoor ice pads in the city (i.e. the Rankin Arena and the Soo Pee wee Arena) on a future additional municipal indoor ice pad.

***It was concluded, based on the analysis and assumptions as identified in this report, that there is sufficient additional demand for prime time ice of a "typical weekly demand" nature for a "full season" to fully utilize prime time ice on an additional indoor municipal ice pad. This would imply that 5 municipal indoor ice pads be provided during the period 2021-2036.***

***It will also be important for the Municipality to address the low rate of utilization of municipal indoor ice pads during non-prime time hours. If the Municipality provided an additional indoor ice pad in the future, while prime time ice may be utilized fully, no demand for additional non-prime time ice that could not be accommodated on the existing municipal ice pads was identified during the research. As a result it was concluded that the Municipality should consider a review of the operational schedules of the municipal indoor ice pads and, where feasible, examine approaches to reduce the operational hours of the indoor ice pads during the non-prime time ice hours.***

## **K: ASSESSMENT OF EXISTING MUNICIPAL INDOOR ICE FACILITIES**

### **K1. Resident and Municipal User Groups' Evaluation of Existing Municipal Arenas**

The opinions of residents and municipal ice user groups concerning the existing municipal indoor ice pad/arena facilities were obtained through the on-line survey of residents and the survey of municipal ice user groups. Their opinion of the current physical condition, appearance and suitability of specific arena areas assists in the identification of possible areas of concern associated with the current arena facilities as well as the identification of key attributes that should be considered for incorporation in any future development of new or upgraded municipal indoor ice pad facilities.

In rating various physical characteristics of the municipal arenas in the city, most respondents found the interior and exterior physical appearance of the arenas, the quantity of spectator seating provided, the cleanliness of the indoor public areas, and the food/beverage selection to be satisfactory except for the McMeeken Arena; most respondents indicated that all of those aspects of the McMeeken Arena were unsatisfactory. Given the opportunity to provide any other comment, issue or suggestion regarding the arenas in Sault Ste. Marie comments identified were related to the physical condition of the McMeeken Arena, the lack of cleanliness and cold temperature of the arenas, and the perceived need to improve the quantity of selected indoor ice facility components including dressing rooms for females and accessible seating.

Municipal ice user groups that responded to the survey and provided their evaluation of the municipal indoor ice facility they used rated most of the features of the Essar Centre as "excellent" and John Rhodes 1 and John Rhodes 2 as either "excellent" or "adequate". A significant number of the municipal ice user groups that use the McMeeken Arena rated most of the features of the facility as either "adequate" or "poor".

## **K2. The Long Term Sustainability of Existing Municipal Indoor Ice Facilities**

An important consideration in the planning of future municipal indoor ice services is the long term sustainability of the existing municipal arena facility infrastructure. This is of strategic importance in Sault Ste. Marie as the Municipality will need to decide how best to respond to the demand for additional ice time on municipal indoor ice pads identified in the analysis presented in this report. Residents and municipal ice user groups have identified a number of issues associated with the condition and user environment of the McMeekin Arena facility which has also experienced a number of significant issues associated with air quality and safety within the last year that resulted in its closure for periods of time. As the Municipality plans for the future, important decisions must also be made about the most efficient and effective investment in the existing municipal indoor arena facilities to ensure their continued operation in the future.

The most important consideration associated with the long term sustainability of the municipal arena infrastructure is the age and condition of each facility. The age of two of the existing municipal arena facilities are a concern in terms of their continued operation for the next 20 years. The W.J. McMeeken Centre (McMeeken Arena) was built in 1967 and is 51 years old and the John Rhodes Community Centre Arena 1 was built in 1978 and is 40 years old. The other 2 municipal arena facilities are newer facilities: John Rhodes Community Centre Arena 2 was built in 1999 (19 years) and the Essar Centre was built in 2006 (12 years).

The effective life span of a municipal indoor ice arena facility is largely dependent on the quality of the original construction and the quality of maintenance, repair and replacements that have occurred. As a result, general statements as to a facility's life span should be used as a guide in establishing the requirements for more detailed investigations of the state of repair and condition of each specific municipal arena facility. In Ontario it is generally accepted as an industry benchmark that an ice arena's life-cycle is 32 years of age. The stated age of 32 years should be used as a warning that buildings passing this point will require significant ongoing financial investment to remain safe and serviceable. The W.J. McMeeken Centre (McMeeken Arena) at 51 years old is well past the 32 year life span used as an industry benchmark. The John Rhodes Community Centre Arena 1 was built in 1978 and is 40 years old, which is also past the 32 year life span used as an industry benchmark. However the quality of original construction of this facility was higher than that associated with the McMeekin Arena facility and the fact that it is integrated as part of a complex of municipal facilities means that continued municipal investment associated with maintaining its long term operation (as documented in municipal capital improvement reports) is considered to be an appropriate municipal strategy. The Municipality's capital plan provides for investment in the John Rhodes Arena 2 and the Essar Centre to maintain their long term operation. It is important to note however that by 2026, the John Rhodes arenas will be 50 and 30 years of age.

***It was concluded that the W.J. McMeeken Centre (McMeeken Arena) should be replaced in the immediate future and that the Municipality should not make any further financial investment in this facility beyond that which is required to continue its operations until a replacement facility can be built.***

***It was recommended that the Municipality prepare a review in 2026 of the municipal arena facilities concerning their continued operation over the long term.***

## **L: FUTURE MUNICIPAL INDOOR ARENA FACILITY PLANNING, DESIGN AND PROVISION**

The research presented a summary of current trends and “best practices” associated with the planning and design of municipal indoor ice arena facilities and their management and operation to assist in the development of a municipal strategy concerning the future planning, design and provision of municipal indoor ice pads. This was followed by an assessment of the range of strategies for the Municipality to consider concerning the future planning, design and provision of municipal indoor ice pads and presents a recommended approach.

### **➤ The Preferred Future Municipal Indoor Ice Facility Development Strategy**

Assuming that the Municipality proceeds to replace the existing McMeekin Arena with a new facility, and develops an additional municipal indoor ice pad to accommodate the demand for municipal indoor ice time as documented in this report, the most effective strategy for future facility planning and design would be to:

- Develop the proposed replacement facility for the existing McMeekin Arena and the proposed additional municipal ice pad required to accommodate demand identified through the research conducted as part of this project as a double-pad arena facility.
- Provide the proposed 2 new indoor ice pads based on the NHL rink dimension.
- Provide spectator seating for 300-500 spectators associated with each ice pad.
- Plan and design the new facility in a manner to allow for the potential for expansion in the future.
- Select a site for the proposed new municipal twin-pad arena facility that will allow for the potential to create an integrated multi-purpose community centre type of facility in the future including outdoor sport and recreation facilities.

The Municipality may wish to investigate a potential opportunity for collaboration with Sault College that was identified during the conduct of the research.

## **M: MUNICIPAL ARENA AND INDOOR ICE SERVICE MANAGEMENT AND OPERATION**

The analysis provided a summary of current best practices associated with the management and operation of municipal indoor ice facilities with a specific focus on the issue of ice time utilization. Resident and municipal user group opinions concerning fundamental aspects of the current municipal management and operation approach associated with the municipal indoor ice pads were assessed and a series of proposed revisions to the current municipal approach were recommended for consideration by the Municipality as part of the decision making process associated with planning the provision of municipal indoor ice services in the future.

The Municipality does not currently directly provide organized ice related programs. The only municipal "program" is public recreational skating and the role of the Municipality is limited to the provision of ice time for the activity. All other aspects of the planning, development, co-ordination and provision of indoor ice related programs and activities are performed by volunteer based community groups and organizations. The research has demonstrated the success these organizations have, particularly among the 5-19 year age group, as local participation rates are well above the average for most municipalities in Ontario. However there may be an opportunity for the Municipality to perform a role in supporting the activities of these groups particularly associated with improving the quality of the programs, ensuring the affordability of program opportunities, the development of new and innovative programs and activities

that are not sport related, etc. This potential facilitation and community development role for the Municipality should also include a specific focus on addressing concerns expressed related to the current municipal ice allocation policy.

***It will also be important for the Municipality to review and evaluate on a regular basis the assumptions on which the analysis of demand for municipal ice time is based. Specifically the Municipality should monitor registration in municipal ice user groups programs and the utilization of municipal ice time on an annual basis. Also, new or updated population projections are prepared for the city the implications of these to the projected demand for municipal ice time should be assessed.***

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## SECTION 1.0 - INTRODUCTION

### 1.1 Purpose of the Research

The City of Sault Ste. Marie commissioned LeisurePlan International Inc. to conduct a comprehensive review and evaluation of indoor ice utilization at the City's arenas. The objectives of the research were to:

- assess trends in ice surface demand and contributing factors
- consider trends in local ice sport participation and community demographics
- gather input from major local municipal ice user groups, Tourism Sault Ste. Marie and other stakeholders regarding current and future demand
- assess the general condition and utility of the City's existing arenas
- consider additional indoor ice surfaces available in the City and the immediate vicinity
- provide analysis on sports tourism opportunities such as major special events and annual tournaments in relation to available number of ice surfaces
- project future ice surface demand based on the review conducted; forecast local ice time demand trends for 20 years, and project the optimal local ice surfaces required to meet future demand
- recommend benchmarks and best practices concerning optimum ice utilization

### 1.2 Research Process and Consultation Activities

The research was conducted based on a sequence of phases and associated tasks. A number of consultation activities were conducted throughout the research process including:

- interviews with City staff representatives
- telephone interviews with non-municipal indoor arena service providers in Sault Ste. Marie and the surrounding market area
- a detailed survey of municipal ice user groups
- a resident survey based on an on-line questionnaire
- interviews with local ice user group representatives

### 1.3 The Final Report

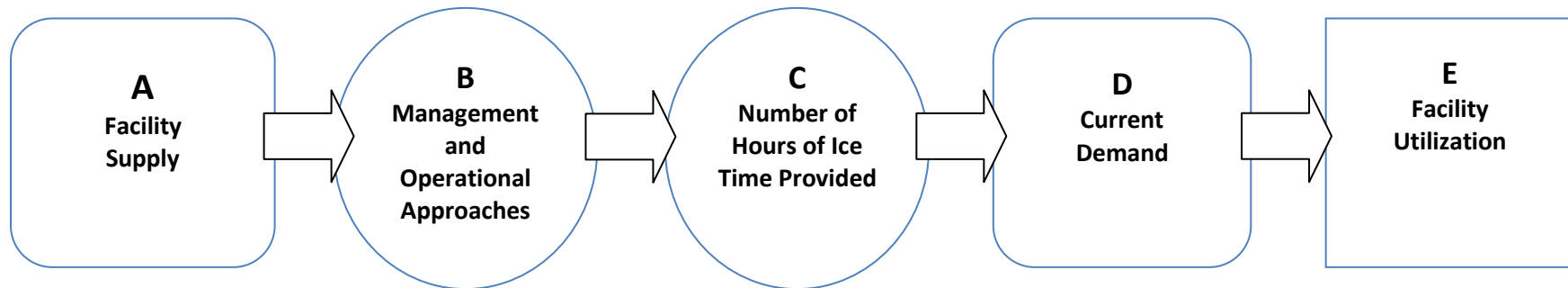
The Final Report presents the findings and conclusions of all research and consultation activities conducted during the review and evaluation process. A projection of the potential demand for ice time associated with use of municipal indoor ice facilities is identified for the time period 2017 to 2037 (a 20 year period). A series of recommendations are identified concerning the most effective and efficient approach to the provision of municipal indoor ice facilities during the next 20 years giving consideration to the age and general condition of the current municipal indoor ice facilities.



**SECTION 2.0 - ASSESSING THE UTILIZATION OF MUNICIPAL INDOOR ICE PAD FACILITIES**

This study focuses on the assessment of the current and potential future (over a 20 year time period) utilization of municipal indoor ice pads in the City Of Sault Ste. Marie. The results of this assessment will provide direction and guidance for municipal decision making concerning the future use of existing municipal facilities as well as the potential requirements for changes to the level of municipal service provision over the long term. The need for this assessment has been heightened as the Municipality has recently encountered a number of physical issues associated with an existing municipal arena facility.

The assessment of the current utilization of municipal indoor ice facilities involves analysis of a series of interrelated factors:



*A: Facility Supply*

There are a number of qualitative and quantitative factors that should be considered to accurately portray the current supply (or current level of provision) of indoor ice pads in a market area. The most important considerations are associated with quantitative and qualitative aspects associated with the current indoor ice infrastructure that differentiate indoor ice facilities. These include distinguishing facility factors such as the type of building (single purpose or multi-purpose), facility age, building and ice plant condition and location. It also includes facility characteristics which can influence potential use including: the type of indoor ice provided (artificial or natural ice); the dimensions of the ice pad/rink; the amount of spectator seating provided; and the number and size of dressing rooms provided. Each of these factors could potentially influence the potential use of these types of facilities and are important considerations when portraying current facility provision or supply.

*B: Management and Operational Approaches*

Management and operational approaches can have significant implications to the current level of supply (or service provision) as they establish the parameters of how the indoor ice pad may potentially be used. This implies that similar types of indoor ice facilities may not represent similar levels of indoor ice service provision as management and operational approaches can determine the nature of public access to the service and use of the facilities. The following management and operational factors are fundamental considerations in the analysis of indoor ice provision and utilization:

- Governance associated with indoor ice facility ownership and facility operation

- Policy and procedures that set conditions on the current and potential use and utilization of indoor ice pads including:
  - the length of the ice season
  - the daily operational hours of the indoor ice pad
  - ice allocation policies or procedures including the designation of "prime-time" and "non-prime" time ice
  - user fee policies and rental rates charged for the use of the indoor ice pad

*C: Number of Hours of Ice Time Provided*

It is common practice to express the current level of indoor ice provision in a market area in terms of the number of hours of indoor ice time provided. An "hour" of ice time is the industry standard unit of measurement of supply, however distinction is made between the timing of hours provided during a 24 hour period to account for the fact that demand for use of indoor ice is significantly influenced by potential users' personal life schedules and patterns of leisure activity. The majority of potential users are available to participate in indoor ice related programs and activities at specific times during the days of the week and this varies between weekdays and weekend days. The typical "timing" of demand is such that weekday late afternoons and evenings and weekend days are those times when the greatest number of potential users is able to participate (and demand for ice time is greatest). As a result ice time is typically classified as being either "prime time" or "non-prime time". As a result, the supply of ice time is usually expressed as the number of prime time hours and non-prime time hours provided per week during an ice season. As discussed in point B above, the policies and procedures of the indoor ice service provider establish specific definitions of what constitutes "prime time" or "non-prime time" as well as the length of the ice season.

*D: Current Demand Factors*

Current demand for the use of an indoor ice pad facility can be categorized based on the characteristics of demand including:

- The current demand accommodated in the existing facilities
- The current demand not accommodated in the existing facilities, considered to be *unmet current demand* or *potential additional current demand*

Current demand is influenced by a number of factors that may impact on the nature of, order of magnitude, characteristics and composition of demand including:

- The demographic profile of the market area including the size of the population of the market area in total, and the characteristics and composition of the population with specific regard to the age and gender profile of the population.
- The current level of provision of indoor ice sport and recreational programs and activities and their quality, the role of the service providers in the direct provision of programs and activities and the support and facilitation of program and activity provision, including volunteer and community capacity to provide programs and opportunities.
- Local participation patterns in indoor ice related sport and recreational programs and activities, particularly rates of participation among specific age and gender groups within the total population.
- The presence of barriers to participation associated with considerations such as the cost to participate, the physical accessibility of the facility, etc.
- Opportunities to participate in alternative winter sports and recreational programs and activities.

The current demand not accommodated in the existing facilities, considered to be *unmet current demand* or *potential additional current demand* is influenced by a number of factors including the availability of ice time to accommodate specific sport, program or activity requirements including the expansion of current programs and the introduction of new programs, and the capacity of organized ice user group's programs to accommodate additional participants.

*E: Current Facility Utilization*

The assessment of the current utilization of indoor arena facilities is usually based on the specific use of each individual ice pad during prime time and non-prime time hours. Since the majority of use of indoor ice pads is associated with organized and scheduled programs and activities there is typically minor variations in use each week and as a result utilization analysis typically are expressed based on a "typical week" of time. There may be variations throughout the ice season and these are typically identified as part of the utilization assessment. Utilization is expressed as the percentage of prime time hours and non-prime time hours that are used each week.

Further detailed assessments may be undertaken to explore the characteristics of the utilization of ice time based on factors such as the age or gender of participants, the type of use (games/competitive play, practice, training/skill development, tournament/special event, etc.), or the program or activity (hockey, figure skating, ringette, recreational skating, etc.).

*F: Future Demand Factors*

The assessment of the future demand for indoor ice time and the future utilization of municipal indoor ice facilities involve analysis of a series of interrelated factors:

- The current demand accommodated in the existing facilities.
- The current demand not accommodated in the existing facilities, considered to be unmet current demand or potential additional current demand.
- Future potential demand (or how current demand and current unmet demand may change over a specified time period).

Future potential demand is influenced by a number of factors that may impact on the nature of, order of magnitude, characteristics and composition of demand including:

- Demographic trends projected to occur over a specified time period associated with the size of the total population of the market area and the characteristics and composition of the total population, particularly the age and gender profile of the total population.
- Local participation patterns in indoor ice related sport and recreational programs and activities, particularly rates of participation among specific age and gender groups within the total population and how these may change over a specified time period.
- General societal trends associated with potential participation in sport and leisure activities in general and indoor ice sport and recreational activities specifically.

## SECTION 3.0 - CURRENT LEVEL OF PROVISION OF INDOOR ICE PADS IN SAULT STE. MARIE

### 3.1 Introduction

There are a number of qualitative and quantitative factors that should be considered to accurately portray the current level of provision of indoor ice pads in a market area. The most important considerations are associated with quantitative and qualitative aspects associated with the current indoor ice infrastructure that differentiate indoor ice facilities. These include distinguishing facility factors such as the type of building (single purpose or multi-purpose), facility age, building and ice plant condition, and location. It also includes facility characteristics which can influence potential use including: the type of indoor ice provided (artificial or natural ice); the dimensions of the ice pad/rink; the amount of spectator seating provided; and the number and size of dressing rooms provided. Each of these factors could potentially influence the potential use of these types of facilities and are important considerations when portraying current facility provision.

The following presents a profile of the current level of provision of indoor ice pads in Sault Ste. Marie. The provision of indoor ice pads in the geographic area surrounding the city is also reviewed as residents of Sault Ste. Marie utilize ice pad facilities beyond the municipal boundaries of the city to accommodate their demand for participation in indoor ice related programs and activities. Distinction is made in this regard between the indoor ice pads located within municipalities in the province of Ontario within a reasonable driving distance from Sault Ste. Marie and indoor ice pad facilities located in the state of Michigan, USA. Use of the indoor ice pad facilities in Michigan is affected by United States government cross border travel and security issues which have meant that use of the indoor ice pads located in Sault Ste. Marie, Michigan by residents of Sault Ste. Marie, Ontario has become less convenient in recent years. Potential use of the indoor ice pad facilities located in Michigan is also affected by fluctuations in currency exchange rates and gasoline prices.

### 3.2 Current Provision of Indoor Ice Pads in Sault Ste. Marie

There are currently a total of 6 indoor ice pads provided in 5 indoor arena facilities in Sault Ste. Marie. Four (4) indoor ice pads are provided by the Municipality located in 3 municipal indoor arena facilities:

- Essar Centre: 1 ice pad, NHL sized (85' x 200')
- John Rhodes Community Centre: 2 ice pads, a community sized (85' x 185') ice pad and an NHL sized (85' x 200')
- ice pad McMeeken Arena: 1 ice pad, a community sized (85' x 185') ice pad

Two (2) indoor ice pads are provided in 2 indoor arena facilities by non-municipal organizations:

- The Soo Pee Wee Arena: 1 ice pad, a community sized (85' x 185') ice pad, owned and operated by a local charitable community organization
- The Rankin Arena: 1 ice pad, a community sized (85' x 185') ice pad, owned and operated by the Batchewana First Nation

The following presents an overview description of each of the indoor ice pads located within Sault Ste. Marie. Basic facility features associated with facility type and age, ice pad size, spectator seating, dressing rooms and additional facility areas/services provided are identified to assist in understanding aspects of facility provision which may influence their potential use and utilization.

### 3.2.1 Municipal Indoor Ice Pads

The City of Sault Ste. Marie owns and operates 3 indoor arena facilities containing a total of 4 ice pads. (Table 3.1) The Essar Centre is a premier level sports and entertainment facility that serves as a multi-sport complex and venue for entertainment, tradeshow, and conferences. The Soo Greyhounds of the Ontario Hockey League are the primary tenant at the Essar Centre. The John Rhodes Community Centre facility includes: two indoor ice pads, a 25 metre - 8 lane pool, beach-front tot pool, gymnastic facility, special function meeting rooms, lounge/restaurant, and food and beverage concession areas. The W.J. McMeeken Centre, commonly referred to as the McMeeken Arena, is a stand-alone single ice pad arena.

The municipal arena facilities are operated by the Community Services Department, the Essar Centre Division oversees the management and operation of the Essar Centre and the Community Centres Division oversees the management and operation of the municipal ice pads at the John Rhodes Community Centre and the W.J. McMeeken Centre.

Key differences among the municipal ice pad facilities include:

- *Facility age:* 2 municipal arenas are more than 35 years of age, the W.J. McMeeken Centre is the oldest municipal arena facility at 51 years, and John Rhodes Arena 1 is 40 years old.
- *Facility design and amenity level:* in addition to being the oldest municipal arena facility the W.J. McMeeken Centre represents a very basic level of facility not comparable to current community arena facility design standards in terms of the quality of the public use environment. It is a stand-alone single purpose facility. Also, both the W.J. McMeeken Centre and the John Rhodes Community Centre arena facilities provide the minimum level of change rooms in terms of their size and the number provided.
- *Varying rink sizes:* 2 of the municipal ice pads are NHL regulation size while the ice pads at the W.J. McMeeken Centre and John Rhodes 2 are smaller in size (85' x 185').
- *Use for community ice activities:* The ice pad at the Essar Centre is not fully available to accommodate community ice programs and use. The ice pad is used to accommodate the Soo Greyhounds of the Ontario Hockey League on a priority basis and other ice uses may be displaced by non-ice activities at the centre as it functions as a venue for entertainment, tradeshow, and conferences.

Table 3.1: Municipal Arena Facilities

| Factor                            | Essar Centre   | John Rhodes Community Centre Arena 1  | John Rhodes Community Centre Arena 2 | W.J. McMeeken Centre McMeeken Arena |
|-----------------------------------|--|---|--------------------------------------|-------------------------------------|
| <b>Address</b>                    | 269 Queen Street East  | 260 Elizabeth Street  | 260 Elizabeth Street                 | 616 Goulais Avenue                  |
| <b>Year Built</b>                 | 2006<br>12 years old   | 1978<br>40 years old  | 1999<br>19 years old                 | 1967<br>51 years old                |
| <b>Indoor Ice Pads</b>            | 1: NHL sized (85' x 200')  | 1: NHL sized (85' x 200')   | 1: community ice pad (85' x 185')    | 1: community ice pad (85' x 185')   |
| <b>Spectator Seating</b>          | 1,000 to 6,100 depending on event configuration<br>4,715 + 206 in suites for hockey  | 300   | 300                                  | 400                                 |
| <b>Dressing Rooms</b>             | 5<br>plus Soo Greyhound dedicated facility areas   | 4   | 4                                    | 4                                   |
| <b>Referee/First Aid Rooms</b>    | 1 of each  | 1 of each   | Shared with Arena 1                  | None                                |
| <b>Concession</b>                 | Full service kitchen<br>Five concession areas<br>Hockey house restaurant<br>"Bay Street Pub" and "Coffee House"                        | 1- in the arena lobby<br>1- 210 seat licensed lounge<br>Warm viewing area in lobby  | Shared with Arena 1                  | 1<br>Warm viewing area              |
| <b>Pro Shop/Retail Services</b>   | Soo Greyhounds store   | 1   | Shared with Arena 1                  | None                                |
| <b>Meeting/Multi-Purpose Room</b> | "Angelo Bumbacco Room": 1,840-sq/ft, 100 person capacity, divisible into two rooms of 916 and 924 sq/ft.<br>"VIP Lounge": 1,195 sq.ft. | 1 small meeting room in arena lobby<br>1 large meeting room in the community centre | Shared with Arena 1                  | None                                |

3.2.2 Non-Municipal Ice Pads Provided In Sault Ste. Marie

Two (2) indoor ice pads are provided in Sault Ste. Marie in 2 indoor arena facilities owned and operated by non-municipal organizations: the Soo Pee Wee Arena and the Rankin Arena. (Table 3.2)

**Table 3.2: Non-Municipal Arena Facilities Located in Sault Ste. Marie**

| Factor                                   | Soo Pee Wee Arena   | Rankin Arena  |
|--|---|---|
| <b>Address</b>                           | 285 Northern Avenue East, Sault Ste. Marie, ON, P6B 4H9   | 17 Batchewana St, Sault Ste. Marie, ON, P6A 5K9   |
| <b>Ownership</b>                         | Registered non-profit charitable organization "the Soo Pee Wee Arena"   | Batchewana First Nation   |
| <b>Operated By</b>                       | Non-profit organization "The Soo Arena Association"   | Batchewana First Nation   |
| <b>Year Built</b>                        | 1967  | 1978  |
| <b>Indoor Ice Pads</b>                   | 1: community ice pad (85' x 185')   | 1: community ice pad (85' x 185')   |
| <b>Spectator Seating</b>                 | 1,000 persons on bench seating<br>576 persons on the ice pad during ice-out season  | 900 person capacity on bench seating<br>600 person capacity on the pad during ice-out season  |
| <b>Dressing Rooms</b>                    | 5 (4 do not have commodes)  | 4 (1 shared shower area between 2 dressing rooms)   |
| <b>Referee/First Aid Rooms</b>           | 2 Referee Rooms   | 2 Referee Rooms (also used as women's dressing rooms)   |
| <b>Concession</b>                        | Snack bar (no seating area) and vending machines  | Snack bar with seating area and vending machines  |
| <b>Pro Shop/Supplies Retail Services</b> | Skate sharpening/pro shop   | Skate sharpening room   |
| <b>Meeting and Multi-Purpose Room(s)</b> | Soo Pee Wee Hockey League office on second floor<br>Restaurant (capacity 180 persons) on second floor overlooking the ice pad, (leased by tenant) | Air conditioned banquet hall (capacity 200 persons) on second level overlooking the ice pad with catering kitchen<br>Leased multi-purpose rooms/offices on second floor |

3.2.3 Municipal Ice Pads Provided In Ontario Municipalities Surrounding Sault Ste. Marie

There are 2 indoor ice pads provided in 2 indoor arena facilities located in Ontario municipalities surrounding Sault Ste. Marie: Johnson Township Recreation Centre - Desbarats Arena and Echo Bay Sportsplex in the Township of Macdonald, Meredith and Aberdeen Additional. (Table 3.3)

**Table 3.3: Indoor Arena Facilities Located in Communities Surrounding Sault Ste. Marie**

| Factor                                   | Johnson Township Recreation Centre<br>Desbarats Arena | Echo Bay Sportsplex  |
|--|---|--|
| <b>Address</b>                           | Desbarats, Johnson Township, Ontario                  | Echo Bay, Township of Macdonald, Meredith and Aberdeen Additional, Ontario |
| <b>Ownership</b>                         | Johnson Township                                      | The Township of Macdonald, Meredith and Aberdeen Additional                |
| <b>Operated By</b>                       | Johnson Township                                      | The Township of Macdonald, Meredith and Aberdeen Additional                |
| <b>Indoor Ice Pads</b>                   | 1: community ice pad (85' x 185'), artificial ice     | 1: community ice pad (85' x 195'), natural ice                             |
| <b>Spectator Seating</b>                 | Approximately 300                                     | None   |
| <b>Dressing Rooms</b>                    | 5 (4 for males, 1 for females)                        | 4  |
| <b>Meeting and Multi-purpose Room(s)</b> | Second story hall overlooks ice pad                   | None   |

3.2.4 Ice Pads Provided In Sault Ste. Marie, Michigan, USA

There are 4 indoor ice pads provided in 3 indoor arena facilities located in Sault Ste. Marie, Michigan, USA (Table 3.4):

- Big Bear Arena, Chi Mukwa Community Recreation Center: 2 ice pads, owned and operated by Sault Tribe of Chippewa Indians
- Pullar Community Building: 1 indoor ice pad, owned and operated by the City of Sault Ste. Marie, Michigan
- Taffy Abel Arena: 1 indoor ice pad, owned and operated by Lake Superior State University



Table 3.4: Indoor Arena Facilities in Sault Ste. Marie, Michigan, USA

| Factor                            | Big Bear Arena, Chi Mukwa Community Recreation Center   | Pullar Community Building   | Taffy Abel Arena   |
|-----------------------------------|---|---|--|
| Address                           | Sault Ste. Marie, MI  | Sault Ste. Marie, MI  | Norris Center - Lake Superior State University, Sault Ste. Marie, MI                   |
| Ownership                         | Sault Tribe of Chippewa Indians   | City of Sault Ste. Marie, Michigan  | Lake Superior State University   |
| Operated By                       | Sault Tribe of Chippewa Indians   | City of Sault Ste. Marie, Michigan  | Lake Superior State University   |
| Year Built                        | 1996  | 1939 (78 years old in 2017)   | 1976   |
| Indoor Ice Pads                   | 1: Olympic ice rink (100' x 200')<br>1: NHL ice rink (85' x 200' )  | 1: community ice pad (85' x 185')   | 1: community ice pad (dimensions not available)  |
| Spectator Seating                 | No information provided   | 2,300   | 4,000  |
| Dressing Rooms                    | 10  | 4 + 1 dedicated female dressing room<br>1 Junior A dressing room<br>1 "team" room, currently vacant | 5  |
| Referee/First Aid Rooms           | No information provided   | 2   | 2  |
| Concession                        | Yes   | Yes   | No information provided  |
| Pro Shop/Retail Services          | Pro Shop and Skate Rental   | No information provided   | No information provided  |
| Meeting and Multi-Purpose Room(s) | Conference Room<br>Hospitality Room<br>Rehabilitation Services Clinic<br>Fitness club - Aerobics & Dance Room<br>Men's & Women's Sauna<br>Indoor Walking Track<br>Indoor Horse Shoe Pit<br>Video Arcade | The Manny Boucher Room<br>Parks & Recreation Department offices                                     | The Blue Liner Room, capacity 14<br>Part of the Norris Center student athletic complex |

## SECTION 4.0 - MANAGEMENT AND OPERATION OF INDOOR ICE FACILITIES

### 4.1 Introduction

Management and operational approaches can have significant implications to the current level of indoor ice service provision. Similar types of indoor ice facilities may not represent similar levels of indoor ice service provision as management and operational approaches can determine the nature of public access to the service and use of the facilities. The following management and operational factors are fundamental considerations in the analysis of indoor ice provision and utilization:

- Governance associated with indoor ice facility ownership (municipal, community group, private sector, etc.) and facility operation (municipal, community/volunteer group, private sector, etc.)
- Policy and procedures that set conditions on the use and utilization of indoor ice pads including:
  - the length of the ice season
  - the daily operational hours of the indoor ice pad
  - ice allocation policies or procedures including the designation of "prime-time" and "non-prime" time ice
  - user fee policies and rental rates charged for the use of the indoor ice pad

### 4.2 Governance

Indoor ice pads in Sault Ste. Marie are currently provided by three different types of organizations. As discussed in Section 3 the Municipality provides 4 indoor ice pads. The municipal ice pads are the only ice pads in the city that are focused specifically on general public use. The management and operation of the municipal ice service is based upon municipal policies and procedures applied consistently across the municipal ice pads. The municipal arena facilities are operated by the Community Services Department. The Essar Centre Division oversees the management and operation of the Essar Centre, and the Community Centres Division oversees the management and operation of the municipal ice pads at the John Rhodes Community Centre and the W.J. McMeeken Centre.

The Soo Pee Wee Arena is owned by the registered non-profit charitable organization, "the Soo Pee Wee Arena", and operated by non-profit organization "The Soo Arena Association". As a result the organization manages the operation of the indoor ice pad based on their organization's objectives; they establish their own rental rates and operational parameters. While serving the youth of Sault Ste. Marie, the provision of the ice pad and the allocation of ice time are focused in the first instance on accommodating the programs and activities of the Soo Pee Wee hockey program. The facility is available for public use during the hours when not utilized for the organization's programs and activities. The service provided at the Soo Pee Wee Arena may be regarded as both a complement to the municipal indoor ice facilities but also a competitor for rental of ice time.

The Rankin Arena owned and operated by the Batchewana First Nation is similar to a private arena operation. In fact the arena service has gone through a variety of operational models in the past, most recently when operation was contracted to a third party. Ice allocation, hours of operation, rental rates and the designation of prime time and non-prime time ice are all established by the Batchewana First Nation. As a result the service provided at the Rankin Arena may be regarded as both a complement to the municipal indoor ice facilities but also a competitor for rental of ice time.

### 4.3 Policies and Procedures

The policies and procedures of each indoor ice provider associated with the length of the ice season, operational hours, allocation of ice time and ice scheduling, the designation of "prime-time" and "non-prime" time ice, user fees and rental rates can influence both the supply of indoor ice time as well as its utilization. The following provides a summary of the various approaches of each indoor ice service provider located in the city of Sault Ste. Marie.

#### 4.3.1 The Municipality - City of Sault Ste. Marie

##### A. *Municipal Ice Time Allocation Policy*

The allocation of ice time in municipal arena facilities (on municipal ice pads) is guided by the provisions of the municipality's Ice Time Allocation Policy. It should be noted that sections of the policy may not apply to organizations that have established separate agreements with the municipality defining their annual ice allocations (See Section 4.3.1 B). The following summarizes the provisions of the policy relevant to the focus of the research.

##### ➤ **Purpose**

The Policy document states that the "Purpose" of the Ice Time Allocation Policy is to ensure that the Community Centres Division provides ice time usage within municipally owned and operated facilities without prejudice, in a fair and equitable manner. The ice time policy establishes and clarifies the Division's responsibility to manage ice resources to ensure optimum usage and programming while reflecting the goals of the City's corporate strategic plan.

##### ➤ **Principles**

The Ice Allocation Policy is based on the following principles:

- Access and Equity - to ensure fair and equitable access to ice time
- Efficiency - to ensure the effective and efficient use of facilities
- Diversity - to provide for a wide range of opportunities
- Youth Sport - in recognition of the role municipal arenas play in the development of youth sport and recreation, special consideration should be given to accommodating youth activities
- Partnership - to recognize the importance of partnerships with sport and recreation organizations as well as commercial operations in the delivery of arena based activities

##### ➤ **Allocation of Municipal Ice Time**

Requests for ice time from user groups are classified based on three categories:

- existing programs: user group was allocated regular ice time in the previous comparable season
- existing user group program expansion: requests by an existing user group to expand a program

- new programs: user group not allocated regular ice time in the previous comparable season, whose program or services meet a previously unmet need

Regular weekly ice time is allocated to existing users groups based on their previous ice allocations, however adjustments may be made based on user group registration numbers, the current ice time landscape in the community, fiscal considerations or any other reason consistent with the purpose and guiding principles of the Policy.

The Policy recognizes the significant positive impacts that tournaments and special events and championships can provide to the community and as a result tournament and special event ice requests are given first priority in ice time allocation. Regular weekly ice time is allocated after addressing tournament and special event ice requests. The Essar Centre is considered a recreational ice pad however it is understood that major special events and accommodation of the Soo Greyhounds takes precedence over all other recreational bookings and may result in the cancellation of regularly scheduled ice time at any time.

Requests for expansion of programs by existing user groups may be considered if surplus ice is available. User groups are required to provide participant registration numbers annually to the Community Centres Division. In addition they may be required to provide ice allocations they have received at other local arenas.

Ice time is allocated based on the following user priority ranking:

1. Tournaments and Special Events
2. City Of Sault Ste. Marie Recreational Programs
3. Organized Youth User Groups
4. Organized Adult User Groups
5. Occasional and Commercial Users

➤ **Tournaments and Special Events**

Existing and new organizations requesting tournament and or special event ice time must submit a request in writing to the Community Centres Division. The Community Centres Division evaluates tournament and special event ice requests based on the previous year's allocation, their past success, impact on the community, impact on Departmental operations, impact on existing schedules and resources and availability of ice time. A maximum of two tournaments per organization per season will be considered.

➤ **New Organizations Requesting Regular Ice Time**

The Policy defines a new organization as a formally organized group with a constitution or terms of reference. If a new organization requests regular ice time and existing organizations are meeting similar needs in the community, the Community Centres Division will direct the new group to the existing organizations. A new organization requesting regular ice time must meet an identified need in the community which is not being provided by any of the existing organizations. Identified need and appropriate use of a facility will be evaluated by the Community Centres Division. Organizations, groups or individuals requesting regular ice time for the first time must submit a request in writing to the Division including information about the sport, expected registration numbers, proposed schedule and other relevant information demonstrating how the new group will address a previously unmet need. Ice

allocation to the new group may occur once the considerations and criteria outlined in the Ice Allocation Policy are met and only if existing users will not be adversely affected. Unallocated ice time will be used first to meet the needs of a new group.

➤ **Seasons of Play and Ice Time Categories**

The Policy defines the "regular ice season" as running from September 1 to May 31. The summer ice season is defined in the Policy as running from June 1 to August 31.

The Policy defines ice time categories as follows:

- Winter prime time ice: 4:00 pm to 12:00 am Monday through Friday, 6:00 am to 12:00 am Saturday and Sunday, and all statutory holidays
- Winter non-prime time ice: 6:00 am to 4:00 pm Monday through Friday excluding holidays
- Summer prime time ice: Monday through Friday from 6:00 am to 12:00 midnight
- Summer non-prime time ice: 6:00 am to 12:00 midnight Saturday and Sunday

The operation of municipal ice pads beyond established operating hours will be considered only if the applicant agrees to pay for the full operational costs for such and pending staff availability.

➤ **Definition of Ice Time Hour**

A one hour block of ice time shall be defined as 50 minutes of ice time play, the remaining 10 minutes of time shall be utilized by facility operations staff for ice maintenance purposes. Where there are two or more ice pads within the same municipal arena facility complex all rentals for the first ice pad shall commence on the hour mark and all rentals for the second ice pad shall be offset by 30 minutes commencing on the 1/2 hour mark to allow for appropriate time for ice maintenance.

➤ **Insurance and Contracts**

Each user group is required to agree to the terms and conditions as outlined in the facility rental ice contract and will be required to agree to and sign the standard terms and conditions contract and shall provide certificates of insurance to the Community Centres Division prior to the first ice time booking. Ice time fees are governed by the current user fee by law. A minimum of 14 days advance notice is required to cancel previous permitted ice time. The transferring of ice allocations between groups is prohibited unless facilitated and agreed to by the Community Centres Division. The sale of merchandise and food and beverages by the user group is strictly prohibited unless approved in writing in advance.

*B. Municipal Ice Agreements*

The Municipality has entered into 3 formal agreements concerning use of municipal indoor ice pads:

- An agreement between the Municipality and Soo Thunderbirds Hockey Club Inc. (the Junior A team in the Northern Ontario Junior Hockey Association) concerning use of the John Rhodes Community Centre for the period June 1, 2017 to May 31, 2018. The agreement provides for:

- The use of Arena 1 ice surface for games in 3 hour blocks based on normal hourly rental rates for "organized hockey".
  - The use of Arena 2 ice surface for practices between 3:30 pm and 5 pm, four times per week from Monday to Friday, based on availability. Payment based on a percentage of gate receipts.
  - Essar Centre ice to be used as an alternative for games at the normal hourly rental rate charged for organized hockey.
  - The Municipality provides a dressing room during games, dedicated dressing room (#5) and provides storage for their exclusive use.
  - The Municipality receives a percentage of revenue from Club advertising in John Rhodes Arena 2.
  - The Municipality retains revenue from concession sales for Club events.
- High School Hockey Agreement with Huron Superior Catholic District School Board and Algoma District School Board dated December 13, 2010, renewed annually, covering the use of municipal ice pads to host high school hockey games and practice times based on a cost sharing agreement associated with game admission receipts.
- An agreement with the Soo Greyounds Junior A Hockey Team in the Ontario Hockey League in effect until 2025-26 granting exclusive use of the Essar Centre ice surface for games and practices (minimum 6 hours prime time ice per week for practices, additional practice time negotiated to occur during non-prime time hours) and training camp, dressing rooms, office space, retail space for merchandise sales and storage space.

C. *Ice User Fees*

Municipal ice user fees are established in the municipal User Fee & Service Charges by-Law 2016-180 - Schedule "B". A recent study of all municipal user fees (Comprehensive Review of Municipal User Fees July 17, 2017, Hemson Consulting Ltd.) identified a series of issues associated with the current ice user fees and as a result the Municipality has approved a revised approach and fee levels for the 2018 ice season. The main changes include the following:

- Ice user fees will be differentiated by municipal arena, a separate user fee rate schedule will apply to the Essar Centre and the municipal ice pads located at the John Rhodes and McMeeken facilities.
- Ice user fees at the Essar Centre will not distinguish between prime and non-prime time.
- The elimination of the prime time user fee identified as "Tournament Youth".
- The elimination of the user fee identified as "Local School Boards".
- The elimination of the user fee identified as "youth - individual training up to 3 skates".
- In 2016 and 2017 there were no user fees identified for prime time ice during the summer season for adult or youth. It is proposed that new user fee categories will be established for these types of use in 2018.

Our review of ice user fees also identified the following issues:

- The prime time user fee identified as "Organized Youth" is not documented in a policy per-se but is applied in practice to organized youth organizations that rent over 200 hours of ice time or more each year.
- There is no policy documentation as to the "official" age definitions associated with the terms "youth" or "adult", however it has been municipal policy to consider "adult" as applying to those users over the age of 18.

Table 4.1 summarizes municipal ice user fees for the time period 2016 - 2017 and the approved fees for 2018.

**Table 4.1: City of Sault Ste. Marie User Fee & Service Charges By-Law 2016-180 - Schedule "B"**

| SEASON | Category of ice Time                   | User/Population                                | 2016 Fee<br>(excluding tax) | 2017 Proposed Fee<br>(excluding tax) | 2018 Approved Fee & Fee<br>Structure<br>(excluding tax) |
|--------|--|--|-----------------------------|--------------------------------------|---|
| Winter | Ice rental per hour - prime time       | Adult  | \$145.99                    | \$149.27                             | \$156.12  |
| Winter | Ice rental per hour - prime time       | Youth  | \$135.35                    | \$138.40                             | \$143.89  |
| Winter | Ice rental per hour - prime time       | Organized - Youth                              | \$115.56                    | \$118.16                             | \$126.30  |
| Winter | Ice rental per hour - prime time       | Tournament - Youth                             | \$85.74                     | \$87.67                              | Eliminated  |
| Winter | Ice rental per hour - prime time       | Casual Rental                                  | (based on age)              | (based on age)                       | (based on age)  |
| Winter | Ice rental per hour                    | Local School Boards                            | \$85.74                     | \$87.67                              | Eliminated<br>To be based on "Youth" rates.             |
| Winter | Ice rental per hour - non-prime time   | Adult  | \$85.74                     | \$87.67                              | Eliminated  |
| Winter | Ice rental per hour - non-prime time   | Youth  | \$85.74                     | \$87.67                              | Eliminated  |
| Winter | Ice rental per hour - non-prime time   | Causal rental                                  | (based on age)              | (based on age)                       | (based on age)  |
| Winter | Ice rental per hour                    | Youth - individual training<br>up to 3 skaters | \$41.62                     | \$42.56                              | Eliminated  |
| Winter | Essar Centre - per hour                | Adult  |                             |                                      | \$167.92  |
| Winter | Essar Centre - per hour                | Youth  |                             |                                      | \$150.41  |
| Winter | Essar Centre - per hour                | Youth organized                                |                             |                                      | \$134.34  |
| Winter | Ice skating admission                  | Adult  | \$3.25                      | \$3.32                               | \$3.54  |
| Winter | Ice skating admission                  | Student  | \$2.53                      | \$2.66                               | \$3.10  |
| Winter | Ice skating admission                  | Senior   | \$2.53                      | \$2.66                               | \$3.10  |
| Winter | Ice skating admission                  | Child  | \$2.25                      | \$2.43                               | \$2.66  |
| Winter | Admission - High School Hockey         | Adults   | \$3.61                      | \$3.76                               | \$3.98  |
| Winter | Admission - High School Hockey         | Students and Seniors                           | \$2.94                      | \$3.10                               | \$3.54  |
| Winter | Admission - High School Hockey         | Children                                       | \$2.71                      | \$2.88                               | \$3.10  |
| Summer | Ice rental - per hour - prime time     | Adult  |                             |                                      | Eliminated  |
| Summer | Ice rental - per hour - prime time     | Youth  |                             |                                      | Eliminated  |
| Summer | Ice rental - per hour - non-prime time | Adult  | 124.41                      | \$127.21                             | Eliminated  |
| Summer | Ice rental - per hour - non-prime time | Youth  | \$102.43                    | \$104.73                             | Eliminated  |

4.3.2 Non-Municipal Ice Providers in Sault Ste. Marie

Neither of the 2 non-municipal ice providers in Sault Ste. Marie has established formal policies associated with the provision of indoor ice service or the allocation of ice time at their facilities. Table 4.2 presents a profile of the ice season, prime time/non-prime time designations and ice user fees at the Soo Pee Wee Arena and the Rankin Arena based on information provided by each operator.

**Table 4.2: Non-Municipal Ice Pads Provided In Sault Ste. Marie (2017)**

| Factor                           | Soo Pee Wee Arena   | Rankin Arena   |
|----------------------------------|---|--|
| Ice Season Start Date - End Date | September 1 <sup>st</sup> - April 30th                                      | September to April<br>(actual start and end days vary) |
| Number of Weeks/Season           | 34 weeks  | 34 weeks   |
| Days Facility is Closed for Use  | 120 days (May 1 to August 31)   | All statutory holidays except Thanksgiving             |
| Prime Time Ice Designations      | 5 pm-11 pm Weekdays<br>7 am-11 pm Saturday and Sunday                       | 5 pm-11 pm Weekdays<br>8 am-11 pm Saturday and Sunday  |
| Non-Prime Time Ice Designations  | 7 am-4 pm Weekdays<br>11 pm-1 am Weekdays<br>11 pm-1 am Saturday and Sunday | 3 pm-5 pm Weekdays<br>11 pm-12 am Weekdays             |
| Prime Time Ice User Fee          | \$172/hour  | \$165/hour   |
| Non-Prime Time Ice User Fee      | \$110/hour  | \$110/hour   |

4.3.4 Indoor Ice Providers in Surrounding Ontario Communities

Table 4.3 summarizes the current practices of the municipal indoor ice providers in the Ontario communities surrounding Sault Ste. Marie concerning their operational ice season, prime time and non-prime time ice designations and ice user fees/rental rates.

**Table 4.3: Ice Pads in Ontario Municipalities Surrounding Sault Ste. Marie**

| Factor                           | Desbarats Arena                                       | Echo Bay Sportsplex    |
|----------------------------------|---|------------------------|
| Ice Season Start Date - End Date | After Thanksgiving Day to the end of March            | January to March/April |
| Prime Time Ice Designations      | 4 pm-10 pm Weekdays<br>7 am-10 pm Saturday and Sunday | None                   |
| Non-Prime Time Ice Designations  | 7 am-4 pm Weekdays                                    | None                   |
| Prime Time Ice User Fee          | \$125/hour  | \$75/hour              |
| Non-Prime Time Ice User Fee      | \$100/hour  | \$75/hour              |



4.3.5 Indoor Ice Providers in Sault Ste. Marie, Michigan

Table 4.4 summarizes current practices of the municipal indoor ice providers in Sault Ste. Marie, Michigan concerning their operational ice season, prime time and non-prime time ice designations and ice user fees/rental rates.

**Table 4.4: Ice Pads in Sault Ste. Marie, Michigan\***

| Factor                                  | Pullar Community Building<br>City of Sault Ste. Marie, Michigan  | Taffy Abel Arena<br>Lake Superior State University     |
|---|--|--|
| <b>Ice Season Start Date - End Date</b> | Last Sunday in September to mid April  | Year round   |
| <b>Prime Time Ice Designations</b>      | 3 pm-10 pm Weekdays<br>8 am-10 pm Saturdays<br>12 pm-10 pm Sundays   | 5 pm-10 pm Weekdays<br>8 am-12 pm Saturday and Sunday  |
| <b>Non-Prime Time Ice Designations</b>  | 8 am-3 pm Weekdays<br>10 pm-12 am Weekdays<br>10 pm-12 am Saturdays<br>8 am-12 pm Sundays<br>10 pm-12 am Sundays | 6 am-5 pm Weekdays<br>10 pm-12 am Saturday and Sunday  |
| <b>Summer Ice Season</b>                | None   | June and July - all hours are considered prime time    |
| <b>Prime Time Ice User Fee</b>          | \$110/hour residents<br>\$125/hour non-residents   | \$115/hour fall, winter and spring<br>\$75/hour summer |
| <b>Non-Prime Time Ice User Fee</b>      | \$60-\$85/hour   | \$50/hour  |

\* Information for Big Bear Arena, Chi Mukwa Community Recreation Center was not available

**4.4 Comparison of Ice Season, Prime and Non-Prime Time Designations on Ice Pads in Sault Ste. Marie**

A comparison of the various operational parameters associated with municipal and non-municipal indoor ice pad service in Sault Ste. Marie is presented in Table 4.5.

The Municipality provides a longer indoor ice season (an additional 3 weeks) compared to the 2 non-municipal indoor ice pads and is the only provider of ice time during the summer months in the city.

The Municipality's official prime time designations start an hour earlier and end an hour later on weekdays compared to the 2 non-municipal indoor ice pads. The Municipality's official prime time designations on weekend days start an hour earlier and end an hour later compared to those at the Soo Pee Wee Arena and start 2 hours earlier and end an hour later compared to those at the Rankin Arena.

The Municipality's prime time and non-prime time ice user fees are considerably lower compared to those at the Soo Pee Wee Arena and the Rankin Arena. It is noteworthy that the prime time ice user fees charged at the municipal indoor ice facilities in Johnson Township (Desbarats Arena) and the Township of Macdonald, Meredith and Aberdeen Additional (Echo Bay Sportsplex) are lower compared to the Sault Ste. Marie's municipal ice user fees.

Table 4.5: Comparison of in Sault Ste. Marie (2017)

| Factor                                  | City Of Sault Ste. Marie Indoor Arenas   | Soo Pee Wee Arena   | Rankin Arena  |
|---|--|---|---|
| <b>Ice Season Start Date - End Date</b> | September 1 to May 31  | September 1 to April 30   | September to April                                    |
| <b>Number of Weeks/Season</b>           | 37 weeks   | 34 weeks  | 34 weeks  |
| <b>Days Facility is Closed for Use</b>  | Ontario Statutory holidays   | Christmas Day and New Years Day   | All statutory holidays except Thanksgiving            |
| <b>Prime Time Ice Designations</b>      | 4 pm-12 am Weekdays<br>6 am- 12 am Saturday and Sunday<br>All statutory holidays | 5 pm-11 pm Weekdays<br>7 am-11 pm Saturday and Sunday                     | 5 pm-11 pm Weekdays<br>8 am-11 pm Saturday and Sunday |
| <b>Non-Prime Time Ice Designations</b>  | 6 am-4 pm Weekdays   | 7 am-5 pm Weekdays<br>11 pm-1am Weekdays<br>11 pm-1am Saturday and Sunday | 3 pm-5 pm Weekdays<br>11 pm-12 am Weekdays            |
| <b>Summer Ice Season</b>                | July and August  | None  | None  |
| <b>Prime Time Ice User Fee</b>          | \$149.27 adult<br>\$118.16 organized youth<br>\$138.40 youth                     | \$172/hour  | \$165/hour  |
| <b>Non-Prime Time Ice User Fee</b>      | \$87.67  | \$110/hour  | \$110/hour  |

**SECTION 5.0 - NUMBER OF HOURS OF INDOOR ICE TIME PROVIDED IN SAULT STE. MARIE**

**5.1 Introduction**

This section presents an analysis of the amount of prime time and non-prime time ice currently provided by the municipal and non-municipal indoor ice providers in Sault Ste. Marie. It is common practice to express the current level of provision of indoor ice in terms of the number of hours of indoor ice time provided. An "hour" of ice time is the standard unit of measurement of supply, however distinction is made between the timing of hours provided as being either "prime-time" or "non-prime time" and the supply of ice time is usually expressed as the number of "prime time" hours and "non-prime time" hours provided per week during a ice season.

As discussed previously, the policies and procedures of the indoor ice service providers establish: specific definitions of the classification of ice time on each ice pad as either prime-time or non-prime time, the length of the ice season (number of weeks/year), operating hours (including weekday and weekends), and the days when the facility may be closed (for statutory holidays). These policies and procedures determine the amount of ice time provided on each indoor ice pad.

**5.2 Municipal Provision of Indoor Ice Time**

The Municipality provides a total of 11,568 hours of prime time ice and 7,440 hours of non-prime time ice during the winter ice season<sup>1</sup>. This represents a total of 304 hours of prime time ice per week and 200 hours of non-prime time ice per week. Each municipal ice pad provides 76 hours of prime time ice per week and 50 hours of non-prime time hours of ice time per week (Table 5.1).

**Table 5.1: Total Municipal Ice Time Provision**

| Provision Factor                             | Essar              | John Rhodes 1      | John Rhodes 2      | McMeeken           | Total Municipal Ice Time Provision |
|--|--------------------|--------------------|--------------------|--------------------|------------------------------------|
| <b>Number of weeks/season</b>                | 9 months/37 weeks  | 9 months/37 weeks  | 9 months/37 weeks  | 9 months/37 weeks  |                                    |
| <b>Total prime time hours/week</b>           | 76 hours/week      | 76 hours/week      | 76 hours/week      | 76 hours/week      | 304 hours/week                     |
| <b>Total non-prime time hours/week</b>       | 50 hours/week      | 50 hours/week      | 50 hours/week      | 50 hours/week      | 200 hours week                     |
| <b>Total prime time hours/season</b>         | 2,892 hours/season | 2,892 hours/season | 2,892 hours/season | 2,892 hours/season | 11,568 hours/season                |
| <b>Total non-prime time hours per season</b> | 1,860 hours/season | 1,860 hours/season | 1,860 hours/season | 1,860 hours/season | 7,440 hours/season                 |

<sup>1</sup> Assuming a standard 9 month season consisting of 37 weeks representing 194 week days and 79 weekend days and adjusting to account for the closure of the ice pads during statutory holidays (representing 8 weekdays and 1 weekend day). Non-prime time ice at John Rhodes Arena 2 is provided for public skating during statutory holidays. This represents 6 hours /season.

The dimensions of the municipal indoor ice pads vary; 2 are NHL sized (85' x 200') and two are community sized (85' x 185') ice pads. As a result the provision of municipal indoor ice time is equally distributed based on rink dimensions:

- 152 hours of municipal prime time ice is provided per week on NHL sized (85' x 200') ice pads
- 152 hours of municipal prime time ice is provided per week on community sized (85' x 185') ice pads
- 100 hours of municipal non-prime time ice is provided per week on NHL sized (85' x 200') ice pads
- 100 hours of municipal non-prime time ice is provided per week on community sized (85' x 185') ice pads

It is important to consider that public use of the ice time provided at the Essar Centre is significantly impacted by two factors; the facility is the home arena for the Soo Greyhounds Hockey Club which gives it priority as a user, and the facility is the major event centre in the city which means that ice use may be impacted by the hosting of other non-ice types of uses such as concerts and performances

**5.3 Provision of Indoor Ice Time in Non-Municipal Ice Pads Provided in Sault Ste. Marie**

Based on data provided by each arena operator, there are a total of 4,253 hours of prime time ice and 10,202 hours of non-prime time ice provided in non-municipal arenas in Sault Ste. Marie during the winter ice season. This represents a total of 122 hours of prime time ice per week and 74 hours of non-prime time ice per week (Table 5.2).

**Table 5.2: Ice Time Provision on Non-Municipal Ice Pads In Sault Ste. Marie**

| Provision Factor                      | Soo Pee Wee Arena <sup>2</sup> | Rankin Arena <sup>3</sup> | Total Non-Municipal Ice Time Provision |
|---------------------------------------|--------------------------------|---------------------------|--|
| Number of weeks/season                | 34                             | 34                        |  |
| Total prime time hours/week           | 62                             | 60                        | 122                                    |
| Total non-prime time hours/week       | 59                             | 15                        | 74                                     |
| Total prime time hours/season         | 2,162                          | 2,091                     | 4,253                                  |
| Total non-prime time hours per season | 9,689                          | 513                       | 10,202                                 |

The non-municipal indoor ice pads are both community sized (85' x 185') ice pads. As a result, all of the non-municipal indoor ice time is provided on community sized (85' x 185') ice pads.

<sup>2</sup> Based on the assumption of 71 weekend days and 171 weekdays without adjustment for closure during statutory holidays.

<sup>3</sup> Ibid.

**5.4 Total Provision of Indoor Ice Time in Sault Ste. Marie**

There are a total of 426 hours of prime time ice and 274 hours of non-prime time ice provided on a weekly basis in Sault Ste. Marie (Table 5.3). Municipal ice provision represents 71% of the total weekly prime time ice time and 42% of the total weekly non-prime time ice provided in the city.

**Table 5.3: Total Indoor Ice Time Provision in Sault Ste. Marie**

| Provision Factor                      | Total Municipal Ice Time Provision <sup>4</sup> | Total Non-Municipal Ice Time Provision | Total Ice Time Provision in Sault Ste. Marie |
|---------------------------------------|---|--|--|
| Total prime time hours/week           | 304 hours                                       | 122 hours                              | 426 hours                                    |
| Total non-prime time hours/week       | 200 hours                                       | 74 hours                               | 274 hours                                    |
| Total prime time hours/season         | 11,568 hours                                    | 4,253 hours                            | 15,821 hours                                 |
| Total non-prime time hours per season | 7,440 hours                                     | 10,202 hours                           | 17,642 hours                                 |

The majority of the total current ice time provided in the city occurs on community sized ice pads (85' x 185'):

- 152 hours (36%) of the total prime time ice provided per week is on NHL sized (85' x 200') ice pads
- 274 hours (64%) of the total prime time ice provided per week is on community sized (85' x 185') ice pads
- 100 hours (37%) of the total non-prime time ice provided per week is on a NHL sized (85' x 200') ice pads
- 174 hours (64%) of the total non-prime time ice provided per week is on community sized (85' x 185') ice pads

<sup>4</sup> Assuming 100% ice time provision is available at the Essar Centre.

## SECTION 6.0 - CURRENT DEMAND FOR MUNICIPAL ICE TIME IN SAULT STE. MARIE

### 6.1 Introduction

This section examines the current demand for municipal ice time in Sault Ste. Marie and presents:

- An overview demographic profile of the population of the city with specific emphasis placed on age and gender composition since the order of magnitude and characteristics of demand for indoor ice time is significantly influenced by these demographic characteristics.
- A profile of the current indoor ice programs and activities of the municipal ice users including registration/participation data and their current ice use.
- An analysis of additional current demand among municipal ice users.

### 6.2 Demographic Profile

The most important aspects of population trends associated with the analysis of current demand for use of indoor ice facilities are the total size of the population and the age and gender composition of the population. These factors have the greatest potential, of all demographic factors, to influence the order of magnitude as well as the characteristics and composition of current demand for participation in indoor ice related programs and activities and the utilization of indoor ice pads in the city. The following presents an analysis of these demographic trends and their implications to potential future demand for utilization of indoor ice pads.

Industry research has identified two additional demographic characteristics that may influence demand for participation in indoor ice related programs and activities:

- A culturally diverse or multi-cultural population may impact demand for participation in indoor ice related activities particularly if a significant proportion of the population does not have experience participating in indoor ice related programs and activities.
- A high incidence of low household income among the population may also represent a barrier to participation in indoor ice related programs and activities.

Neither of these demographic factors is significant within the current population profile of Sault Ste. Marie.

#### 6.2.1 2016 Population - Age and Gender

The most recent data concerning the population of the city is derived from the 2016 Census of Canada. The total population of the city was 73,370 in 2016. The average age was 44.6 years of age. The age and gender composition of the population in 2016 is summarized in Table 6.1.

Table 6.1: Total Population - Age and Gender (2016)

| Age Group      | Total         | % of Total Population | Male          | Female        |
|----------------|---------------|-----------------------|---------------|---------------|
| 0 to 4 years   | 3,470         | 5%                    | 1,785         | 1,685         |
| 5 to 9 years   | 3,500         | 5%                    | 1,825         | 1,665         |
| 10 to 14 years | 3,495         | 5%                    | 1,770         | 1,720         |
| 15 to 19 years | 3,835         | 5%                    | 2,005         | 1,830         |
| 20 to 24 years | 4,535         | 6%                    | 2,345         | 2,190         |
| 25 to 29 years | 4,185         | 6%                    | 2,110         | 2,070         |
| 30 to 34 years | 4,065         | 6%                    | 1,980         | 2,090         |
| 35 to 39 years | 4,005         | 6%                    | 1,915         | 2,090         |
| 40 to 44 years | 4,005         | 6%                    | 1,920         | 2,085         |
| 45 to 49 years | 4,395         | 6%                    | 2,175         | 2,220         |
| 50 to 54 years | 5,690         | 8%                    | 2,640         | 3,045         |
| 55 to 59 years | 6,330         | 9%                    | 2,990         | 3,335         |
| 60 to 64 years | 5,470         | 8%                    | 2,660         | 2,810         |
| 65 to 69 years | 4,900         | 7%                    | 2,365         | 2,530         |
| 70 to 74 years | 3,655         | 5%                    | 1,700         | 1,955         |
| 75 to 79 years | 2,935         | 4%                    | 1,315         | 1,620         |
| 80 to 84 years | 2,425         | 3%                    | 1,055         | 1,370         |
| 85 +           | 2,501         | 3%                    | 865           | 1,625         |
| <b>Total</b>   | <b>73,370</b> | <b>100%</b>           | <b>35,425</b> | <b>37,940</b> |

6.2.2 Demographic Profile - Indoor Ice Related Program and Activity Participants

Participation in indoor ice related activities has been shown by industry research to vary significantly based on age. This is partly associated with the manner in which the most popular ice related programs (including hockey and figure skating) are organized for instructional, training, skill development, recreational and competitive purposes. The two age groups within the population that typically account for the majority of indoor ice activity participants are:

- Children, Youth and Teens between the ages of 5-19. This market age group typically represents the primary users of indoor ice pad facilities.
- Adults between the ages of 20-54. This market age group typically represents the second most significant users of indoor ice pad facilities.

In recent decades, the older adult age group (those 55-64 years of age) has emerged throughout Ontario as an increasingly important indoor ice user market. This has been attributed to the increased size of this age group coupled with their increased rates of participation compared to previous generations of older adults and seniors in organized adult hockey leagues and activities. This is largely associated with their higher levels of interest and participation in active pursuits that are related to personal health and fitness.

Gender is also an increasingly important consideration in the assessment of potential demand for participation in indoor ice related programs and activities. Historically participation in many indoor ice related programs and activities was dominated by male participants. This has undergone a shift during the past decades with the inclusion of female participants in organized recreational hockey leagues and the establishment and growth of female hockey leagues and organizations at the local, provincial, national and international levels. As a result it is important to examine the gender composition of the population of the main market age groups associated with potential participation in indoor ice related activities and programs.

The following presents a summary of the age and gender composition of the main indoor ice market age groups in Sault Ste. Marie in 2016.

- (a) The 5-19 age group (children, youth and teens) totaled 10,830 individuals representing 14.8% of the city's total population. The population of the 5-19 age group was generally evenly distributed among the 3 age cohorts. The gender profile of this age group was comprised of a slightly greater number and percentage of males (52%) than females (48%). However this difference is of minimal significance in terms of impact on the potential demand for participation in indoor ice related activities as it represents only 385 more males than females (Table 6.2).

**Table 6.2: 5-19 Years of Age Group (2016)**

| <b>Age Group</b>      | <b>Total</b> | <b>Male</b> | <b>Female</b> |
|-----------------------|--------------|-------------|---------------|
| <b>5 to 9 years</b>   | 3,500        | 1,825       | 1,665         |
| <b>10 to 14 years</b> | 3,495        | 1,770       | 1,720         |
| <b>15 to 19 years</b> | 3,835        | 2,005       | 1,830         |
| <b>Sub-total</b>      | 10,830       | 5,600       | 5,215         |

- (b) The 20-54 age group (adults) totaled 30,880 individuals representing 42% of the city's total population. The 50 to 54 years of age cohort is the largest in size and represents 18% of the total population in the 20-54 years of age cohort. The gender profile of this age group was comprised of a slightly greater number and percentage of females (51%) than males (49%). However this difference is of minimal significance in terms of potential demand for participation in indoor ice related activities as it represents in total only 705 more females than males (Table 6.3).

**Table 6.3: 20-54 Years of Age Group (2016)**

| <b>Age Group</b>      | <b>Total</b> | <b>Male</b> | <b>Female</b> |
|-----------------------|--------------|-------------|---------------|
| <b>20 to 24 years</b> | 4,535        | 2,345       | 2,190         |
| <b>25 to 29 years</b> | 4,185        | 2,110       | 2,070         |
| <b>30 to 34 years</b> | 4,065        | 1,980       | 2,090         |
| <b>35 to 39 years</b> | 4,005        | 1,915       | 2,090         |
| <b>40 to 44 years</b> | 4,005        | 1,920       | 2,085         |
| <b>45 to 49 years</b> | 4,395        | 2,175       | 2,220         |
| <b>50 to 54 years</b> | 5,690        | 2,640       | 3,045         |
| <b>Sub-total</b>      | 30,880       | 15,085      | 15,790        |



(c) The 55-64 age group (older adults) totaled 11,800 individuals representing 16.1% of the city's total population. The population of the 55-59 age cohort was larger than the 60-64 age cohort. The gender profile of this age group was comprised of a slightly greater number and percentage of females (52%) than males (48%). However this difference is of minimal significance in terms of potential demand for participation in indoor ice related activities as it represents in total only 495 more females than males (Table 6.4).

**Table 6.4: 55-64 Years of Age Group (2016)**

| Age Group        | Total         | Male         | Female       |
|------------------|---------------|--------------|--------------|
| 55 to 59 years   | 6,330         | 2,990        | 3,335        |
| 60 to 64 years   | 5,470         | 2,660        | 2,810        |
| <b>Sub-total</b> | <b>11,800</b> | <b>5,650</b> | <b>6,145</b> |

6.2.3 Recent Demographic Trends 2011-2016

The total city population declined 2.4% during the five year period 2011-2016, from a total of 75,145 in 2011 to 73,370 in 2016.

**Table 6.5: Change in Age Composition 2011-2016 - All Age Groups**

| Age Group      | 2011 Population | 2016 Population | 5 Year Change | % Change     |
|----------------|-----------------|-----------------|---------------|--------------|
| 0 to 4 years   | 3,455           | 3,470           | +15           | +0.4%        |
| 5 to 9 years   | 3,450           | 3,500           | +50           | +1.4%        |
| 10 to 14 years | 3,765           | 3,495           | -27           | -0.7%        |
| 15 to 19 years | 4,705           | 3,835           | -87           | -1.8%        |
| 20 to 24 years | 4,745           | 4,535           | -210          | -4.4%        |
| 25 to 29 years | 4,220           | 4,185           | -35           | -0.8%        |
| 30 to 34 years | 4,070           | 4,065           | -5            | -0.1%        |
| 35 to 39 years | 3,995           | 4,005           | +10           | +0.3%        |
| 40 to 44 years | 4,470           | 4,005           | -465          | -10.4%       |
| 45 to 49 years | 5,830           | 4,395           | -1,435        | -24.6%       |
| 50 to 54 years | 6,515           | 5,690           | -825          | -12.7%       |
| 55 to 59 years | 5,815           | 6,330           | +5,150        | +8.9%        |
| 60 to 64 years | 5,275           | 5,470           | +195          | +3.7%        |
| 65 to 69 years | 4,005           | 4,900           | +895          | +22.3%       |
| 70 to 74 years | 3,445           | 3,655           | +210          | +6.1%        |
| 75 to 79 years | 2,985           | 2,935           | -50           | -1.7%        |
| 80 to 84 years | 2,420           | 2,425           | +5            | +0.2%        |
| 85 +           | 1,970           | 2,501           | +531          | +27%         |
| <b>Total</b>   | <b>75,145</b>   | <b>73,370</b>   | <b>-1,775</b> | <b>-2.4%</b> |

The age profile of the city's population changed during the five year period 2011 to 2016. The percentage change and the absolute variation for each age group are presented in Table 6.5. Given that the total city population declined marginally during this period, it would be expected that changes in the size of each age group would reflect the general 5 year aging of the population. The 0-9, 35-39, 55-74 and 80+ age groups experienced an increase while the 10-34, 40-54, and 75-79 age groups experienced a decrease. The 45-49 age group experienced the largest percentage decrease in size (24.6% representing 1,435 individuals), the 65-69 age group experienced the largest percentage increase in size (22.3% representing 895 individuals) during the period from 2011-2016.

Among each of the indoor ice market age groups, the older adult age group (55-64 years of age) was the only age group that experienced an increase in size during the period 2011-2016, all others experienced a decrease. The 5-19 age group decreased 9% in size. However population growth trends varied among the 3 age cohorts with the largest decrease occurring within the 15-19 age group (Table 6.6).

**Table 6.6: Change in Age Composition 2011-2016 - Children, Youth and Teens**

| Age Group        | 2011          | 2016          | 5 year change | % change   |
|------------------|---------------|---------------|---------------|------------|
| 5 to 9 years     | 3,450         | 3,500         | +50           | +1%        |
| 10 to 14 years   | 3,765         | 3,495         | -270          | -7%        |
| 15 to 19 years   | 4,705         | 3,835         | +870          | -19%       |
| <b>Sub-total</b> | <b>11,920</b> | <b>10,830</b> | <b>-1,090</b> | <b>-9%</b> |

The 20-54 age group decreased 9% in size. Each age cohort experienced a decrease, except for the 35-39 year cohort which increased slightly. The 45-49 year cohort experienced the greatest decrease in size (Table 6.7).

**Table 6.7: Change in Age Composition 2011-2016 - Adults**

| Age Group        | 2011          | 2016          | 5 year change | % change   |
|------------------|---------------|---------------|---------------|------------|
| 20 to 24 years   | 4,745         | 4,535         | -210          | -4%        |
| 25 to 29 years   | 4,220         | 4,185         | -35           | -1%        |
| 30 to 34 years   | 4,070         | 4,065         | -5            | -0.1%      |
| 35 to 39 years   | 3,995         | 4,005         | +10           | +0.3%      |
| 40 to 44 years   | 4,470         | 4,005         | -465          | -10%       |
| 45 to 49 years   | 5,830         | 4,395         | -1,425        | -24%       |
| 50 to 54 years   | 6,515         | 5,690         | -825          | -13%       |
| <b>Sub-total</b> | <b>33,845</b> | <b>30,880</b> | <b>-2,965</b> | <b>-9%</b> |

The 55-64 age group increased 6.5% in size. Each age cohort experienced an increase; the 55-59 year cohort experienced the greatest increase in size (Table 6.8).

**Table 6.8: Change in Age Composition 2011-2016 - Older Adults**

| Age Group        | 2011          | 2016          | 5 year change | % change     |
|------------------|---------------|---------------|---------------|--------------|
| 55 to 59 years   | 5,815         | 6,330         | +515          | +8.9%        |
| 60 to 64 years   | 5,275         | 5,470         | +195          | +3.7%        |
| <b>Sub-total</b> | <b>11,090</b> | <b>11,800</b> | <b>+710</b>   | <b>+6.5%</b> |

6.2.4 Summary

The age groups that represent the most significant markets for potential participants in indoor ice related programs and activities had a combined total population of 53,510 in 2016 representing 73% of the city's total population (Table 6.9). It is noteworthy that the total size of the potential indoor ice program and activity participant age groups decreased 6% from 2011 to 2016.

**Table 6.9: Indoor Ice Participation Age Groups**

| Age Group  | Population 2016 | 2016 Gender Profile          |
|--|-----------------|------------------------------|
| Children, Youth and Teens between the ages of 5-19 | 10,830          | Males (52%)<br>Females (48%) |
| Adults between the ages of 20-54                   | 30,880          | Females (51%)<br>Males (49%) |
| Older adults between the ages of 55-64             | 11,800          | Females (52%)<br>Males (48%) |
| <b>Subtotal 5-64 years of age</b>                  | <b>53,510</b>   |                              |

**6.3 Current Ice Time Demand on Municipal Ice Pads**

**6.3.1 Introduction**

The following presents an analysis of current demand for ice time associated with municipal indoor ice facilities. The analysis utilizes data provided by current municipal ice users obtained through a survey. Thirty (32) user groups were identified as current users of municipal indoor ice facilities. Each group was contacted to participate in the research. A representative of each group was sent a detailed questionnaire that addressed the groups' current and future provision of ice related programs and activities as well as a range of issues associated with their use of indoor ice. Nineteen (19) ice user groups completed the questionnaire, including each of the major ice user groups. The analysis includes provision for the indoor ice time requirements of the groups that did not respond to the survey. Tables 6.10 lists the groups that participated in the research and Table 6.11 lists the groups that did not participate in the research.

**Table 6.10: Municipal Ice Facility User Groups - Completed a Questionnaire**

| Type of Group                            | Name of Group                      |
|--|------------------------------------|
| <b>Youth Not-For-Profit</b>              | Sault Major Hockey Association     |
|  | Soo Pee Wee Hockey League          |
|  | Sault Ringette Club                |
|  | Sault Female Hockey                |
|  | Sault Figure Skating Club          |
|  | Lake Superior Figure Skating Club  |
|  | High School Hockey                 |
| <b>Adult Leagues and Private Rentals</b> | Sault College                      |
|  | Steel City Merchants Hockey League |
|  | Soo Hockey League                  |
|  | Women's Hockey League              |
|  | Flyers Hockey                      |
|  | OMNRF/NRCan Adult Pick-up Hockey   |
|  | Thursday Morning Hockey            |
|  | Retirees of Algoma Hockey          |
|  | Friday Noon Hour Hockey            |
|  | Soo Water Tower Oldertimers        |
| Golden Stick Hockey                      |                                    |
| <b>Adult Tournaments</b>                 | Bring a Doctor Home Tournament     |

**Table 6.11: Municipal Ice Facility User Groups - Did Not Complete a Questionnaire**

| Type of Group                     | Name of Group                                  |
|-----------------------------------|--|
| Youth Not-For-Profit              | Algoma District School Board                   |
|                                   | Huron Superior Catholic School Board           |
|                                   | Youth - Elliot                                 |
|                                   | Algoma University                              |
| Adult Leagues and Private Rentals | Co-ed Adult League - Boston                    |
|                                   | Adult Men's Hockey - Zawadski                  |
|                                   | Adult Men's League - Green                     |
|                                   | Adult Men's Hockey - Archibald                 |
|                                   | Tenatis Algoma Tubes Adult Hockey              |
| Adult Tournaments                 | Men's League and Charity Tournament - Williams |
|                                   | Open Ice 3 on 3 Tournament                     |
| Major Junior A Hockey Teams       | Soo Thunderbirds Hockey                        |
|                                   | Soo Greyhounds Hockey                          |

In addition to the survey of existing municipal ice user groups, interviews were conducted with Sault College and the Sault Ste. Marie Speed Skating Club as potential future users of municipal indoor ice, and with the Executive Director of Tourism Sault Ste. Marie concerning the demand for non-local tournament use of the municipal ice facilities. Interviews were also conducted with representatives of the municipal indoor ice facilities located in Johnson Township, the Township of Macdonald, Meredith and Aberdeen Additional, and Sault Ste. Marie, Michigan concerning use of their facilities by residents and groups from Sault Ste. Marie Ontario.

**6.3.2 Total Current Demand**

Current municipal ice user groups typically utilize a total of 265 hours of prime time ice and 54 hours of non-prime time ice each week on the municipal indoor ice pads in Sault Ste. Marie. Public skating activities provided by the Municipality typically utilize 2.5 hours of prime time and 12 hours of non-prime time ice each week on municipal indoor ice facilities. This results in a total current demand for 267.5 hours of prime time ice each week and 66 hours of non-prime time ice each week (Table 6.12).

Table 6.12: Current Demand for Municipal Indoor Ice, Typical Week

| User/Use                          | Number of Prime Time Hours/Week | Number of Non-Prime Time Hours/Week |
|-----------------------------------|---------------------------------|-------------------------------------|
| Sault Major Hockey                | 82.0                            | 4.0                                 |
| Soo Pee Wee Hockey                | 28.0                            | 0.0                                 |
| Female Hockey                     | 21.0                            | 0.0                                 |
| High school hockey                | 10.5                            | 10.5                                |
| Other (youth hockey)*             | 3.0                             | 0.0                                 |
| Figure Skating (LSFSC and SFSC)** | 27.5                            | 3.0                                 |
| Sault Ringette                    | 10.0                            | 0.0                                 |
| Major Junior A Hockey Teams       | 39.0                            | 20.0                                |
| Sledge hockey                     | 1.5                             | 0.0                                 |
| Adult/oldtimer leagues            | 34.0                            | 0.0                                 |
| Private rentals (adults)          | 8.5                             | 11.5                                |
| Public skating                    | 2.5                             | 12.0                                |
| Municipal ice maintenance         | 1.0                             | 0                                   |
| <b>TOTAL</b>                      | <b>268.5</b>                    | <b>66</b>                           |

\* Individual minor hockey teams

\*\* Lake Superior Figure Skating Club and Sault Figure Skating Club

It is important to note that at least five municipal ice user groups utilize prime time ice at the Rankin Arena and at least three groups utilize prime time ice at the Soo Pee Wee Arena:

- The Soo Pee Wee Hockey League uses the majority of prime time ice at the Soo Pee Wee Arena, however it also uses a significant amount of prime time ice at the municipal indoor ice pads. Golden Stick Hockey uses prime time ice at the Soo Pee Wee Arena late on a weekday evening for hockey games; it occurs during time that the Soo Pee Wee Hockey League deems too late for their participants. The Soo Hockey League uses prime time ice at the Soo Pee Wee Arena during the spring “shoulder season” every year when most of the Soo Pee Wee League’s programs have ended; it is the only arena with a sufficient amount of unused prime time ice to accommodate an end of season tournament.
- Sault Ringette, Sault Major Hockey Association, Soo Hockey League, Soo Pee Wee Hockey League and the Women’s Hockey League all indicated that they use the Rankin Arena throughout the ice season for games and practices during prime time as they are not able to obtain this time in the municipal arenas.
- Most of these groups did not provide detailed information concerning the amount of ice time they used at either the Rankin Arena or the Soo Pee Wee Arena.

It is also important to note that a number of the current municipal ice user groups also make use of arenas located outside of the city:

- Although the Soo Greyhounds did not participate in this study, representatives of the Taffy Abel Arena and the Pullar Community Centre indicated that the Soo Greyhounds and affiliated teams use their arenas approximately 8 hours per week throughout the year for games and practices. The Lake Superior Figure Skating Club and the Sault Major Hockey Association both identified that they utilize indoor ice in Michigan at certain times during the ice season (LSFSC 7.5 hours per week for 2 weeks in October, SMHA 200 hours per season) to make up for ice allocations in Sault Ste.

Marie municipal arenas cancelled for tournaments and Major Junior A Hockey games.

- Representatives of the Desbarats and Echo Bay arenas indicated that “most of the major ice user groups in Sault Ste. Marie” use their arenas for extra practices, however not all of the groups identified that they used these arenas. The arena representatives were not able to indicate the amount of ice time used by user groups from Sault Ste. Marie, however they indicated that the number of hours used per week is “significant”, although it varies each season based on ice conditions in their arenas. Municipal ice user groups that indicated they used these arenas include Sault Ringette, Soo Pee Wee and the Women’s Hockey League. These groups indicated that they use the Desbarats and Echo Bay arenas due to a lack of unused prime time ice at the municipal arenas in Sault Ste. Marie.

Groups using non-municipal arenas in Sault Ste. Marie and/or arenas outside the city (including facilities in the USA) that indicated they would prefer to use municipal facilities in the city are addressed in Section 6.4. However there are other groups that appear to be satisfied using these facilities at present. If something should happen that affected the ability of those groups to use one or more of the non-municipal arenas in Sault Ste. Marie or the facilities outside the city (i.e. increased restrictions on travel across the Canada/USA border, introduction of non-resident use policies, facility closures, etc.), this would likely increase current demand for prime time ice at the municipal arenas in the city.

In addition to the typical weekly demand, there is a significant current demand for use of the municipal indoor ice pads for both ice related and non-ice related special events, in particular tournaments. Approximately 40 special events were held on the municipal ice pads during the 2016/17 winter season; the number of special events held each month varied. Seven of these special events were non-ice related (i.e. concerts); although these seven special events do not use ice, they displace ice use and therefore for analysis purposes were included in the calculations of ice time utilization. The amount of prime and non-prime time hours used for each special event varied from 1 hour of prime time to 208 (172 hours of prime time and 36 hours of non-prime time). The number of ice pads used for each special event varied from 1 ice pad to all four.

"Tournaments" are a significant type of “special event” use of the municipal ice pads. These tournaments are typically comprised of hockey tournaments hosted by local user groups; they include in-house tournaments where most participants are local residents and regional/provincial tournaments where local teams comprised of residents play against teams from outside the city. These tournaments are generally allocated to the ice pads in the John Rhodes Community Centre and/or a combination of one or two of the ice pads in the John Rhodes Community Centre and the McMeeken Arena.

A total of 1,522 hours of prime time and 495 hours of non-prime time ice were used for the 40 special events during the 2016/17 winter season. (Seven of these special events did not make use of the ice, equivalent to 74 hours during prime time “ice” and 45 hours during non-prime time “ice”). The total ice time utilized for special events is equivalent to the utilization of approximately 57% of prime time and 30% of non-prime time on a single ice pad. This represents a significant use that is unique compared to the typical magnitude of tournament use in Ontario municipal ice facilities.

### 6.3.3 Age Composition of Current Demand

The age composition<sup>5</sup> of current demand for ice time on municipal ice pads is summarized in Table 6.13. This includes provision for the ice user groups that did not submit a completed questionnaire.

<sup>5</sup> Very few ice user groups had all of their participants in either the 19-54 or 55+ age groups; most had a mix of the two age groups. For the purposes of this analysis they were divided based on the age of the majority of their participants, or based on information obtained through follow-up interviews with the groups.

Table 6.13: Age Composition of Municipal Ice Utilization 2015/16

| Age Group of Participants                         | Number and % of Ice Time Utilized Per Week by Age Group |                 |                              |                     |
|---|---|-----------------|------------------------------|---------------------|
|   | Prime Time<br># of hours                                | Prime Time<br>% | Non-Prime Time<br># of hours | Non-Prime Time<br>% |
| 0-4 and 5-19 years of age                         | 221.0   | 83              | 37.5                         | 69                  |
| 20 - 54 years of age*                             | 41.5  | 16              | 6.5                          | 12                  |
| 55 - 64 years of age *                            | 2.5   | 1               | 10.0                         | 19                  |
| <b>Total (not including recreational skating)</b> | <b>265.0</b>  | <b>100</b>      | <b>54.0</b>                  | <b>100</b>          |

\* Estimated

The following presents an analysis of the number of participants in registered indoor ice programs and activities (not including recreational skating) that utilize municipal indoor ice pads based on the participants' age.

- It is estimated that at least 128 participants in indoor ice related programs and activities accommodated in the municipal ice pads were in the 0 to 4 years of age group during the 2016/17 ice season.
- It is estimated that at least 2,869 participants in indoor ice related programs and activities accommodated in the municipal ice pads were in the 5 to 19 years of age group (not including the Major Junior A Hockey teams) during the 2016/17 ice season (Table 6.14). Based on information provided by the ice user groups, in the order of 125 of these participants were non residents, resulting in a total of 2,744 participants from Sault Ste. Marie. The 2016 population of the city 5-19 years of age was 10,830. This represents a 25% participation rate in indoor ice related programs and activities accommodated in the municipal ice pads among this age group. This rate of participation is relatively high compared to provincial averages that tend to be 20%.

Table 6.14: Participants 5 - 19 Years of Age in Ice Related Programs and Activities Accommodated in Municipal Arenas (2016/17 Ice Season)

| Name of Group   | Number of<br>Participants 5-19<br>Years of Age |
|---|--|
| Sault Major Hockey Association                        | 522  |
| Sault Ringette Club                                   | 341  |
| Sault Female Hockey                                   | 351  |
| Sault Figure Skating Club                             | 390  |
| Lake Superior Figure Skating Club                     | 327  |
| High School Hockey                                    | 60   |
| Soo Pee Wee HL  | 878  |
| Algoma District School Board                          | --   |
| Huron Superior Catholic School Board                  | --   |
| Youth - Elliot  | --   |
| Algoma University                                     | --   |
| <b>Total Number of Participants 5-18 Years Of Age</b> | <b>2,869</b>                                   |

-- Information not provided



- It is estimated that at least 1,197 participants in indoor ice related programs and activities accommodated in the municipal ice pads were in the 20 to 54 years of age group during the 2016/17 ice season (Table 6.15). Based on information provided by the ice user groups, in the order of 17 of these participants were non residents, resulting in a total of 1,180 participants from Sault Ste. Marie. The 2016 population of the city 20-54 years of age was 30,880. Based on the estimated number of current participants among this age group (1,180), this represents a 4% participation rate in organized indoor ice programs and activities utilizing municipal indoor ice pads among this age group. This rate of participation is typical of provincial averages that tend to be 4-5%.

**Table 6.15: Participants 20-54 Years of Age in Ice Related Programs and Activities Accommodated in Municipal Arenas (2016/17 Ice Season)**

| Name of Group  | Number of Participants 20-54 Years of Age |
|--|---|
| Sault Ringette Club                                    | 16  |
| Sault Female Hockey                                    | 2   |
| Women’s Hockey League                                  | 360                                       |
| Steel City Merchants Hockey League                     | 505                                       |
| Soo Hockey League                                      | 176                                       |
| OMNRF/NRCan Adult Pick-up Hockey                       | 14  |
| Friday Noon Hour Hockey                                | 24  |
| Golden Stick Hockey                                    | 15  |
| Co-ed Adult League - Boston                            | --  |
| Adult Men’s Hockey - Zawadski                          | --  |
| Adult Men’s League - Green                             | --  |
| Adult Men’s Hockey - Archibald                         | --  |
| Women’s Hockey League                                  | --  |
| Tenatis Algoma Tubes Adult Hockey                      | --  |
| <b>Total Number of Participants 20-54 Years Of Age</b> | <b>1,197</b>                              |

-- Information not provided

- It is estimated that at least 221 participants in indoor ice related programs and activities accommodated in the municipal ice pads were in the 55 to 64 years of age group during the 2016/17 ice season (Table 6.16). Based on information provided by the ice user groups, in the order of 3 of these participants were non residents, resulting in a total of 218 participants from Sault Ste. Marie. The 2016 population of the city 55-64 years of age was 11,800. Based on the estimated number of current participants among this age group (221), this represents a 2% participation rate in organized indoor ice programs and activities utilizing municipal indoor ice pads among this age group. This rate of participation is lower than provincial averages that tend to be 4-5%.

Table 6.16: Participants 55-64 Years of Age in Ice Related Programs and Activities Accommodated in Municipal Arenas (2016/17 Ice Season)

| Name of Group                                 | Number of Participants 55-64 Years of Age |
|---|---|
| Thursday Morning Hockey                       | 31  |
| Retirees of Algoma Hockey                     | 20  |
| Women's Hockey League                         | 35  |
| Flyers Hockey                                 | 57  |
| Soo Water Tower Oldertimers                   | 28  |
| OMNRF/NRCan Adult Pick-up Hockey              | 6   |
| Friday Noon Hour Hockey                       | 11  |
| Golden Stick Hockey                           | 33  |
| Co-ed Adult League - Boston                   | --  |
| Adult Men's Hockey - Zawadski                 | --  |
| Adult Men's League - Green                    | --  |
| Adult Men's Hockey - Archibald                | --  |
| Tenatis Algoma Tubes Adult Hockey             | --  |
| Total Number of Participants 55+ Years Of Age | 221                                       |

-- Information not provided

#### 6.4 Additional Current Demand

The determination of *additional* current demand involves analysis of nine (9) categories of potential demand for ice time associated with:

- Current programs and activities that are operating at capacity and have a waiting list of potential participants that cannot be accommodated within an ice user group's current ice time allocation.
- Current programs and activities of municipal ice user groups that are accommodated in non-municipal arena facilities in the city (either the Soo Pee Wee Arena or the Rankin Arena) that would preferably be accommodated in municipal indoor ice facilities.
- Current programs and activities of municipal ice user groups that are accommodated in arena facilities outside of Sault Ste. Marie that would preferably be accommodated in municipal indoor ice facilities in Sault Ste. Marie.
- Municipal ice time allocations of existing municipal ice user groups that are cancelled for use of the allocated ice time for tournament or special event use.
- The expansion of current municipal ice user groups' existing programs and activities.
- The introduction of new programs and activities by existing municipal ice user groups.
- The introduction of new tournament use by existing municipal ice user groups.
- Rescheduling of municipal ice time allocations of existing municipal ice user groups.
- Increasing the number of games and/or practices provided by existing municipal ice user groups.

The following presents a summary of the additional current demand for municipal ice time among existing municipal ice user groups that was identified during the research.

6.4.1 Additional Current Demand - Current Programs And Activities That Are Operating at Capacity and Have a Waiting List of Potential Participants That Cannot Be Accommodated Within a Ice User Group's Current Ice Time Allocation

A number of indoor ice programs and activities are operating at or close to capacity; however the Sault Ringette Club and Steel City Merchants Hockey League were the only groups that identified having a waiting list of potential participants:

- The Sault Ringette Club has approximately 15 potential participants on a waiting list for their Junior Bunny program for children up to 4 years of age. The Club has been actively promoting this program for the past few years and participation has increased during that time as a result; last year the program reached capacity in terms of the number of participants that can be accommodated within their current ice time allocation. This year the Junior Bunny program is operating at capacity with a waiting list of approximately 15 potential participants. One hour of additional prime time ice per week for the full ice season is required for this group to accommodate potential additional participants currently on a waiting list.

6.4.2 Additional Current Demand - Current Programs and Activities of Municipal Ice User Groups That Are Accommodated in Non-Municipal Arenas Facilities in the City (Either the Soo Pee Wee Arena or the Rankin Arena) That Would Preferably Be Accommodated in Municipal Indoor Ice Facilities

Five existing municipal ice user groups identified additional ice time requirements associated with their use of non-municipal arena facilities in the city:

- The Sault Ringette Club currently uses approximately 14 hours of prime time ice per week at the Rankin Arena for their power skating program and for travel team practices. The Club is not able to obtain this ice time in municipal areas in Sault Ste. Marie due to a lack of unused prime time ice. The Club would like to obtain this ice time in municipal arenas as user fees in the municipal arenas are less than those at the Rankin Arena. Approximately 14 additional hours of prime time ice per week for the full ice season is required for this group to provide their powerskating program and travel team practices in the municipal arenas.
- The Sault Pee Wee Hockey League uses 6 hours of prime time ice per week throughout the season at the Rankin Arena (3 hours for practices and 3 hours for games for children 4-10 years of age) as the Soo Pee Wee Arena cannot accommodate this time in their arena; all prime time ice is currently utilized for most of the ice season. The 6 hours of prime time ice used at Rankin Arena occurs at 10 pm, as it is the only prime time ice that is not utilized. The League would like to obtain the 6 hours of prime time ice at a different arena (e.g. a municipal arena) during an earlier time period as 10 pm is too late for children 4-10 years of age to participate. However, the League has indicated that they would prefer not to obtain this ice time at the municipal arenas if the allocation is affected by cancellations due to special events. It is noteworthy that the League, which has proprietary use of the Soo Pee Wee Arena, has excess demand for prime time ice and must obtain ice in other arenas to accommodate that demand.
- Golden Stick Hockey uses prime time ice at the John Rhodes Arena (1 hour per week all season) and the Soo Pee Wee Arena (1 hour per week all season) for adult hockey. Their ice time allocation at the Soo Pee Wee Arena is at 11 pm; their ice time allocation at the John Rhodes Arena is at 4 pm. Many of their participants are in their late 50's or older and find the 11pm prime time ice allocation at the Soo Pee Wee Arena to be too late. Their players have stated that they will leave the group if they have to continue to play at 11 pm. The group is considering cancelling the program if they cannot obtain earlier prime time ice since they cannot find unused prime time ice in the city earlier than 11 pm. If additional prime time ice at a convenient time were to be provided in municipal arenas in the future, Golden Stick Hockey would use an additional hour of prime ice time for a full season (see also Section 6.4.8).

- The Steel City Merchants Hockey League uses the Rankin Arena in addition to municipal arenas in order to operate their current program. Last year the League lost 2.5 hours of ice time per week in the Rankin Arena due to a re-allocation of ice time. Coincidentally two teams dropped out of the League last year (one due to a lack of fee payment and the other dropped out without reason before the season began). As a result, the League did not require the 2.5 hours at the Rankin Arena. The League hopes to replace the two teams this coming year, either with additional new participants, or with the return of the two teams that dropped out last year. Two and a half hours of prime time ice per week is required for the full ice season for this group to re-introduce two teams to the League's operations.
- Sault College's competitive male and female hockey teams use the John Rhodes Arena and the Rankin Arena for games and practices. In 2016/17 most of the teams' games were played at the Rankin Arena due to a lack of unused ice time on municipal ice pads on Friday and Saturday evenings when their inter-collegiate games were played. The College would prefer to have their teams play all of their games in a municipal arena, particularly John Rhodes #1 as they prefer the amount of spectator seating, the size of the face-off circle, and the lower user fee. Approximately 2 additional hours of prime time ice per week for 20 weeks from October to February is required for the College's competitive hockey teams to move their practices from the Rankin Arena to their preferred municipal arena (John Rhodes #1) and 6 additional hours of prime time ice per week for 5 weeks throughout October to February is required for the College's competitive hockey teams to move their games from the Rankin Arena to their preferred municipal arena (John Rhodes #1). It should be noted that this request comes with a number of conditions such as low cost or free ice time, and the provision of dedicated dressing rooms and storage, also at no cost.

6.4.3 Additional Current Demand - Current Programs and Activities of Municipal Ice User Groups That Are Accommodated in Arena Facilities Outside of the City of Sault Ste. Marie That Would Preferably Be Accommodated in Municipal Indoor Ice Facilities in Sault Ste. Marie

Two existing municipal ice user groups identified additional ice time requirements associated with having to use indoor ice facilities located outside of the city due to a lack of available ice time on the municipal ice pads:

- The Sault Ringette Club currently has to send its officials (i.e. coaches and referees) to skill development clinics in nearby cities such as Sudbury. The Club would prefer to hold clinics for its officials in Sault Ste. Marie to avoid paying travel, food and accommodation expenses for numerous trips for 8 to 10 officials. The Club is not able to hold clinics for its officials in Sault Ste. Marie due to a lack of unused ice time. A total of 15 additional hours of prime time ice (3 hours per event for 5 clinics) is required for this group to provide clinics in the city.
- The Lake Superior Figure Skating Club currently uses 7.5 hours of prime time ice per week for 2 weeks in October in an arena in Michigan to make up for ice time re-allocated to tournaments in Sault Ste. Marie. The time used is for senior level competitive skaters who would prefer not to lose practice time. Approximately 7.5 additional hours of prime time ice per week for two weeks during October is required for this group to make-up for practice time for the Club's senior level competitive skaters re-allocated to hockey tournaments (see also Section 6.4.4).
- It should be noted that although only a few ice user groups identified through the consultation process for this study that they use arenas located outside the city in other nearby communities including Michigan, interviews with representatives of these facilities and the larger user groups indicated that a significant number of ice user groups from Sault Ste. Marie use these facilities, primarily individual coaches seeking additional practice time for their teams (time not available in Sault Ste. Marie facilities) or ice time they lose to tournaments in Sault Ste. Marie municipal arenas. It may be assumed that if additional unused ice time were available in Sault Ste. Marie municipal arenas, these groups would likely prefer to hold these activities in the municipal arenas in Sault Ste. Marie.

6.4.4 Additional Current Demand - Ice Time Allocations of Existing Municipal Ice User Groups in Municipal Indoor Ice Facilities That Are Cancelled For Use of the Allocated Ice Time For Tournament or Special Event Use

Three existing municipal ice user groups identified additional current demand for ice time associated with losing a portion of their municipal ice time allocation as a result of the scheduling of tournament or special event uses as a priority on municipal ice pads:

- The Lake Superior Figure Skating Club currently uses 7.5 hours of prime time ice per week for 2 weeks in October in an arena in Michigan to make up for ice time re-allocated to tournaments in Sault Ste. Marie. The time used is for senior level competitive skaters who would prefer not to lose practice time. Approximately 7.5 additional hours of prime time ice per week for two weeks during October is required for this group to make-up for practice time for the Club's senior level competitive skaters re-allocated to hockey tournaments (see also Section 6.4.3).
- The Sault Major Hockey Association estimates that they lose approximately 21 hours of prime time ice (6 hours of game time and 15 hours of practice time) for 13 weeks per season when their ice time is re-allocated to tournaments and special events (not their own). The Association indicated that as a result of the ice time re-allocation, some of their teams do not play and/or practice for weeks at a time unless individual coaches rent ice time at non-municipal arenas in the city at higher user fees or at arenas outside Sault Ste. Marie. Approximately 21 additional hours of prime time ice per week for 13 weeks per season is required for this group to compensate for the re-allocation of ice time during other groups' special events.
- The Soo Hockey League uses 4 hours of prime time ice per week all season in the municipal arenas for an adult hockey league. The League also uses approximately 4 hours of prime time ice per week all season at the Rankin Arena (the league indicates that many participants in their group prefer playing at the Rankin Arena). Approximately five years ago a new convenor took over the League and since then the number of participants has increased, resulting in an increase in the number of teams in the League from 7 to 11. The League often loses its prime time ice allocation in the municipal arenas due to tournaments and has to find 4 hours of prime time ice elsewhere. The League has suggested that they would be willing to re-schedule the ice time in the municipal arenas they lose to tournaments to later in the evening after 11 pm, on the condition that the Municipality provide a discounted user fee for those late hours (i.e. after 11 pm).

6.4.5 Additional Current Demand - The Expansion of Current Municipal Ice User Groups' Existing Programs and Activities

One existing municipal ice user group identified additional ice time requirements associated with a desire to expand their current programs and activities:

- The Women's Hockey League uses 18 hours of prime time ice each week throughout the season for hockey games and practices. Half of the ice time they use (i.e. 9 hours of prime time ice per week) is at municipal arenas in the city and the other half are at non-municipal arenas including the Rankin Arena and the Desbarats Arena. The number of participants in the league has increased by 100 in the past five years (an increase of approximately 7.5% per year), however they have not been able to obtain additional ice time during that time period. Despite renting prime ice time at non-municipal arenas, the League does not have a sufficient amount of ice time; their 27 teams share 18 hours of ice time. The League estimates that an additional 3 hours of prime time ice per week for the full ice season would provide each team a sufficient number of games and practices for the season.

6.4.6 Additional Current Demand - The Introduction of New Programs and Activities by Existing Municipal Ice User Groups

Three existing municipal ice user groups identified that they wish to introduce new programs and activities:

- The Sault Major Hockey Association would like to offer a new level of competitive play, AAA Minor Midget. Minor/major hockey organizations in other major cities such as Sudbury and Thunder Bay already provide this level of play; therefore it appears reasonable that the Major Hockey Association would develop this level of play. An additional 10 hours of prime time ice per week for the full ice season is required for the Association to provide this new program.
- The Sault Female Hockey League would like an additional 2 hours of prime time ice per week for the full ice season to provide “Develop Stream” programs. These programs would provide house league participants that want to play competitively, but do not yet have the skills to do so, to develop those skills. Two additional hours of prime time ice per week for the full ice season is required for this group to provide this new program.
- The Lake Superior Figure Skating Club would like to introduce three new programs including parent and tot skating, adult learn to skate, and power skating. Each of these three programs would be provided approximately twice per season, for 6-8 weeks. If the adult learn to skate and power skating programs were to be provided contiguously, the Club would require 1 additional hour of prime time ice per week throughout the ice season. The parent and tot skating program would require 1 additional hour of non-prime time ice per week for 2 x 6-8 week sessions.

6.4.7 Additional Current Demand - The Introduction of New Tournament Use by Existing Municipal Ice User Groups

Three existing municipal ice user groups identified additional ice time requirements associated with the accommodation of "new" tournaments or special event activities:

- The Sault Ringette Club currently holds an in-house tournament exclusively for their participants each year, using their own ice time allocation. Once every two years, for two years in a row, the Club hosts the Northeast Regional Ringette Tournament. The Club is allocated extra prime time ice for this tournament. The Club is asked each year by the provincial ringette association to host a provincial ringette tournament. Although willing, the Club has not been able to host the provincial tournament due to a lack of unused ice time in the city. Approximately 172 additional hours of prime time ice over one weekend is required for this group to host a provincial ringette tournament. It should be noted the group would not host this tournament on an annual basis, and therefore the requirement for an additional 172 hours of prime time ice over one weekend may only be required periodically, depending on how the tournament is awarded by the organizing association.
- The Sault Female Hockey League currently holds one tournament per year in October for their rep teams. The League would like to hold a second tournament each year potentially in March, exclusively for their house league participants. At least 37 additional hours of prime time ice per week and 27 additional hours of non-prime time ice per week for one weekend in the spring would be required for the League to hold a second tournament.
- The Lake Superior Figure Skating Club holds three special events per year, a Skate-a-Thon Fundraiser (one hour on one weekend), a Christmas Gala (four hours on one weekend) and the Algoma Interclub Competition (10 hours on one weekend). The Club primarily uses their regular prime time ice allocation to hold the Christmas Gala, which is barely enough time to operate the event given that the time has to include set up and take down;

sometimes they are able to obtain an extra hour of ice time for this event if another user group agrees to contribute their ice time to the Club. The Club indicated that they occasionally have to forgo holding this event due to a lack of ice time. Approximately 4 additional hours of prime time ice on one day on the weekend in December is required for this group to hold its annual Christmas Gala.

6.4.8 Additional Current Demand - Re-scheduling of Municipal Ice Time Allocations Among Existing Municipal Ice User Groups (Late Evening Prime Time Allocation to Earlier in the Evening)

Two existing municipal ice users identified a desire to re-schedule their late evening prime time ice allocations to an earlier time in the evening:

- The Soo Water Tower Oldtimers is a group of 28 older adults that play hockey for 1.5 hours per week, once per week, on Tuesday evenings between 10:30 pm and midnight. The group's participants are aging and have indicated that the timing of their prime time ice allocation is becoming too late in the evening for their participants. The group believes that they will start to lose participants if they cannot obtain prime time ice earlier in the evening. Of all of the groups that submitted a completed questionnaire, the Soo Water Tower Oldtimers appear to be the only adult hockey group with 100% of participants in the 55+ age group that have an ice time allocation at 10:30 pm in the municipal arenas. If additional prime time ice is provided in municipal arenas in the future, the Municipality should consider re-scheduling the Soo Water Tower Oldtimers' ice allocation to an earlier period during prime time if possible.
- Golden Stick Hockey uses prime time ice at the Rhodes Arena (1 hour per week all season) and the Pee Wee Arena (1 hour per week all season) for adult hockey. Their ice time allocation at the Pee Wee Arena is at 11 pm; their ice time allocation at the Rhodes Arena is at 4 pm. Many of their participants are in their late 50's or older and find the 11:00 prime time ice allocation at the Pee Wee Arena to be too late. Their players have stated that they will leave the group if they have to continue to play at 11 pm. The group is considering cancelling the program if they cannot obtain earlier prime time ice since they cannot find unused prime time ice in the city earlier than 11 pm. If additional prime time ice at a convenient time were to be provided in municipal arenas in the future, Golden Stick Hockey would use an additional hour of prime ice time for a full season (see also Section 6.4.2).

6.4.9 Additional Current Demand - Increasing the Number of Games and/or Practices Provided By Existing Municipal Ice User Groups

Four existing municipal ice user groups identified additional ice time requirements associated with increasing the number of games and/or practices they currently provide on municipal ice pads:

- The Sault Major Hockey Association would like an additional 20 hours of prime time ice per week for the full ice season to increase the number of games for their Midget and Bantam teams. The Association plans to focus on further developing the skill level of select teams in these divisions by providing them with one extra game per week. The Association currently has 24 teams in the Midget and Bantam divisions. At present each team is provided with one practice and two games per week. Providing this additional prime time ice would increase the level of service provided to this group. While approximately 50% of their participants are not residents of Sault Ste. Marie, it is not uncommon in communities in Ontario that have sufficient ice time to provide this level of municipal indoor ice service.
- The Sault Female Hockey League would like an additional 12 hours of prime time ice per week for the full ice season to increase the number of practices for their six rep teams from 1-2 hours per week to 2-3 hours per week. The majority of participants on 5 of the 6 teams are residents of Sault

Ste. Marie. Providing this additional prime time ice would increase the level of service provided to this group, however it is not uncommon in communities in Ontario that have sufficient ice time to provide this level of municipal indoor ice service.

- The Sault Female Hockey League would like additional prime time ice per week for the full ice season to allow house league teams among “older players” to practice on a full ice pad; they currently practice on half an ice pad. The League was not able to indicate how much additional prime time ice this would require. According to the information provided by the League, there are four house league teams of “older players”. An additional 4 hours of prime time ice per week for the full ice season would be required to allow for four house league teams to practice on a full ice pad.
- The Lake Superior Figure Skating Club would like to provide additional practice time for their senior level competitive skaters to improve their skill level. An additional 3 hours of prime time ice per week for the full ice season is required for the Club to provide additional practice time to their senior level competitive skaters.

#### 6.4.10 Additional Current Demand - Ice User Groups That Did Not Participate in the Study

A number of adult ice user groups did not submit or provide information regarding potential additional ice time requirements. These groups were typically adult pick-up hockey groups with 25 participants or less, that use approximately one hour of prime time or non-prime time ice per week. It is assumed that their lack of response to requests for information indicates that they may not require additional ice time for their programs.

#### 6.4.11 Public Recreational Skating - Additional Current Ice Time Demand Considerations

##### (a) *Introduction*

The Municipality provides public recreational skating at the John Rhodes Arena and the McMeeken Arena on Sunday afternoons (2:30-4 pm at McMeeken and 2-4 pm at Rhodes), and an hour Tuesday evenings (8-9 pm) at the John Rhodes Arena. The Community Centres Division indicated that public recreational skating has been provided at other times during non-school hours in the past but these times were cancelled due to low attendance.

Participation in public recreational skating is unstructured and casual in nature and there is no "municipal ice user group" that could provide an understanding of current and future demand associated with this activity. As a result an on-line survey was conducted to provide residents the opportunity to provide input concerning public recreational skating services at the municipal indoor ice facilities. Notice of the on-line survey and a link to the survey was placed on the front page of the Municipality’s website. Access to the on-line survey, hosted on the Municipality’s website, was available to residents for the entire month of September. A total of 409 residents of Sault Ste. Marie responded to the online survey. Not all residents that responded answered all of the survey questions. Respondents were asked to provide the first three digits of their postal code in an attempt to ensure that respondents reside in Sault Ste. Marie. Comments from respondents with a postal code located outside the City were excluded from the analysis of the results.

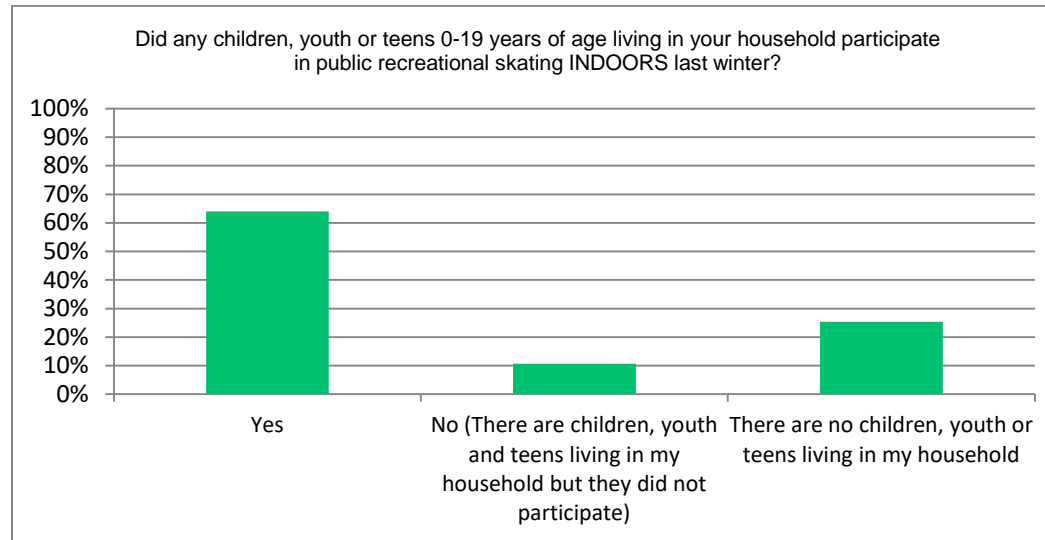
The following presents a summary of the survey results.



(b) *Participation in Public Recreational Skating*

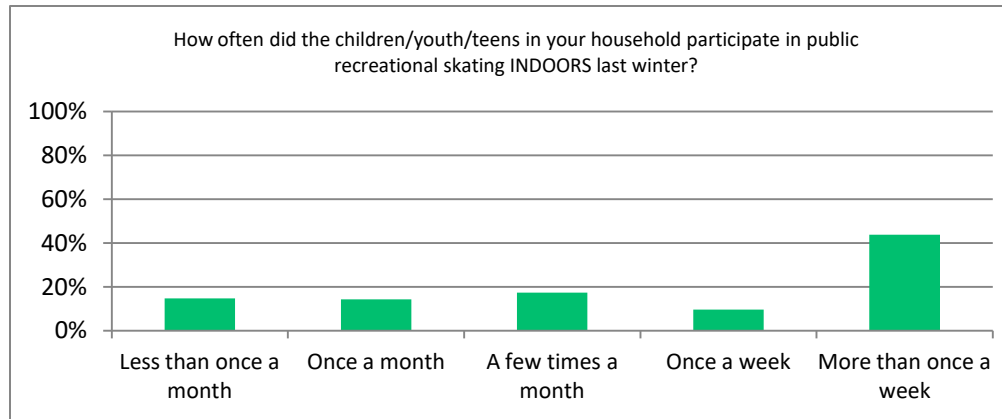
- *Children, Youth and Teens:* The majority of respondents (64%) indicated that a child, youth or teen living in their household participated in public recreational skating indoors “last winter” (Table 6.17 A).

**Table 6.17 A: Participation in Indoor Public Recreational Skating “Last Winter” - Children, Youth and Teens**



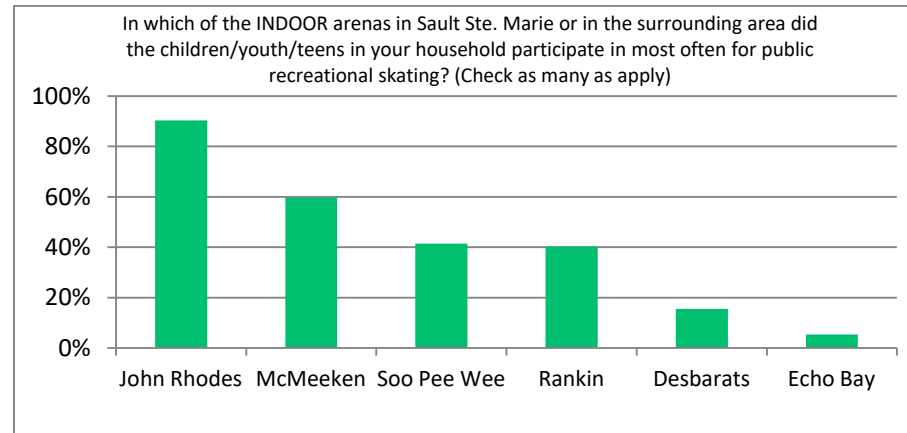
The frequency of children, youth and teen participation in public recreational skating indoors “last winter” varied; *more than once a week* was identified most often (44% of respondents that indicated a child/youth/teen living in their household participated) (Table 6.17 B).

**Table 6.17 B: Frequency of Participation in Indoor Recreational Skating “Last Winter” - Children, Youth and Teens**



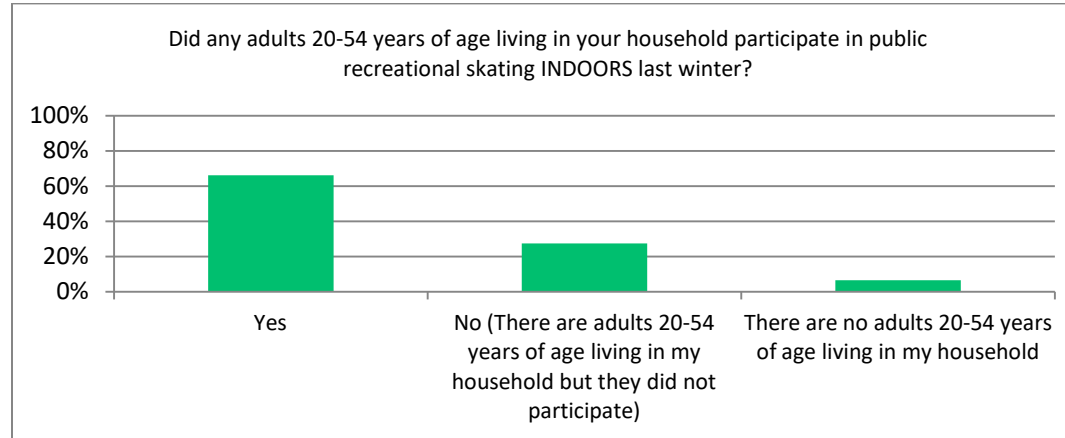
*John Rhodes* (90% of respondents that indicated a child/youth/teen living in their household participated) was identified by the largest proportion of respondents as the location where children, youth or teens participated in public recreational skating indoors “last winter” (Table 6.17 C).

**Table 6.17 C: Location of Participation in Indoor Recreational Skating “Last Winter” - Children, Youth and Teens**



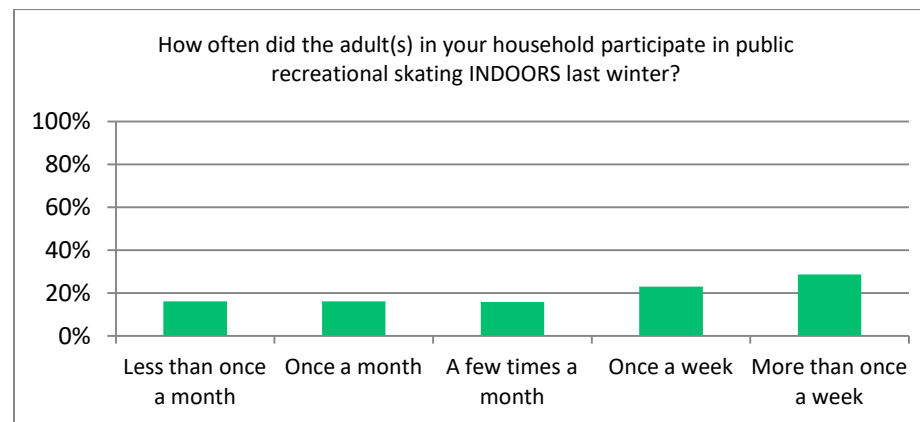
- **Adults:** The majority of respondents (66%) indicated that an adult living in their household participated in public recreational skating indoors “last winter” (Table 6.18 A).

**Table 6.18 A: Participation in Indoor Recreational Skating “Last Winter” - Adults**



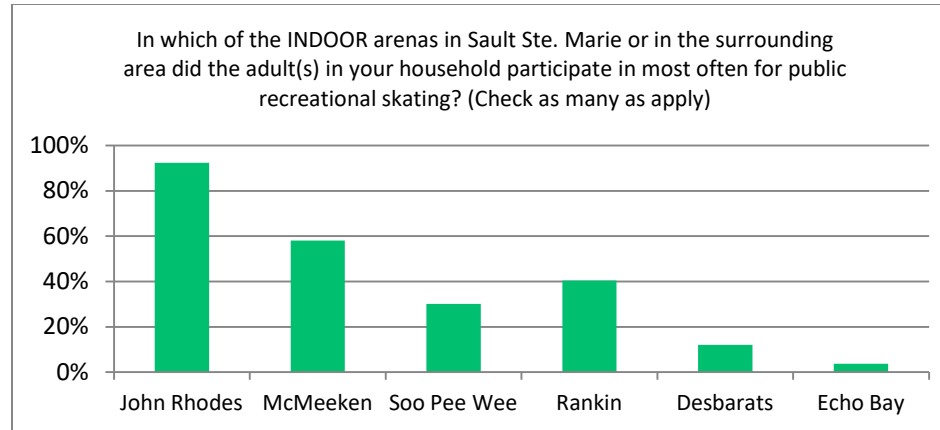
The frequency of adult participation in public recreational skating indoors “last winter” varied from *less than once a month* (16% of respondents that indicated an adult living in their household participated) to *more than once a week* (28%) (Table 6.18 B).

**Table 6.18 B: Frequency of Participation in Indoor Recreational Skating “Last Winter” - Adults**



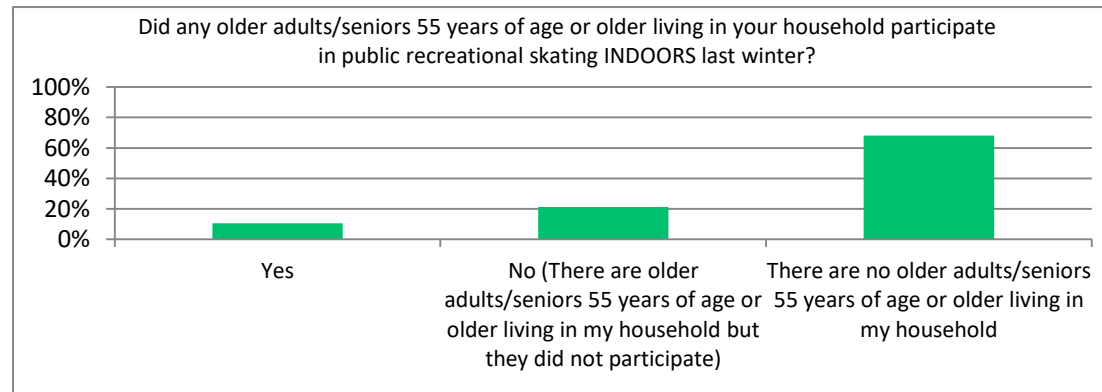
A variety of facilities were identified as the location where adults participated in public recreational skating indoors “last winter”. *John Rhodes* (92% of respondents that indicated an adult living in their household participated) was the facility identified by the largest proportion of respondents, followed by *McMeeken* (58%), followed by *Rankin* (40%) and *Soo Pee Wee* (30%) (Table 6.18 C).

**Table 6.18 C: Location of Participation in Indoor Recreational Skating “Last Winter” - Adults**



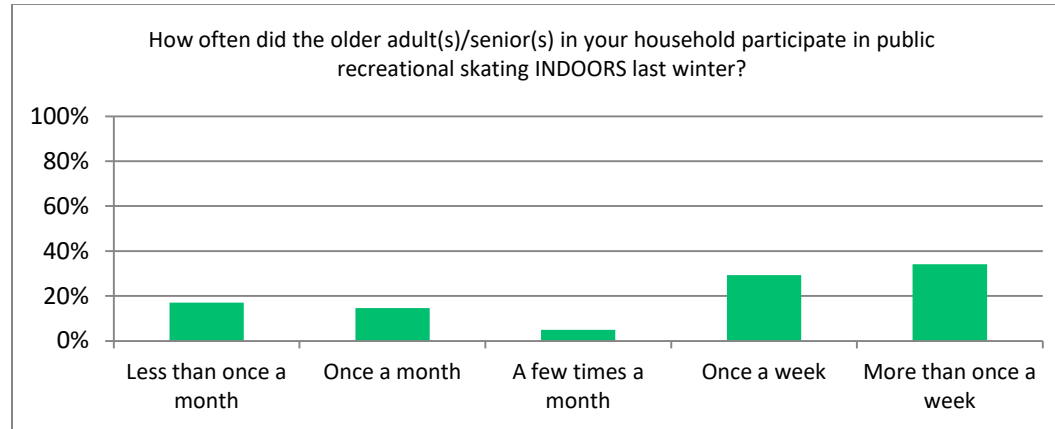
- *Older Adults/Seniors*: 10% of respondents indicated that an older adult/senior living in their household participated in public recreational skating indoors “last winter” (Table 6.19 A).

**Table 6.19 A: Participation in Indoor Recreational Skating “Last Winter” - Older Adults/Seniors**



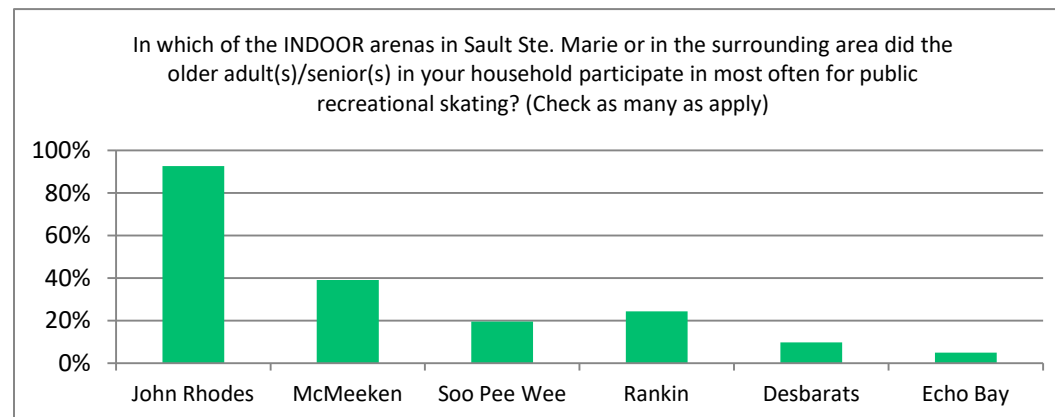
The frequency of older adult/senior participation in public recreational skating indoors “last winter” varied; *more than once a week* (34% of respondents that indicated an older adult/senior living in their household participated) and *once a week* (29%) were mentioned most often (Table 6.19 B).

**Table 6.19 B: Frequency of Participation in Indoor Recreational Skating “Last Winter” - Older Adults/Seniors**



*John Rhodes* (93% of respondents that indicated an older adult/senior living in their household participated) was the facility identified by the largest proportion of respondents, followed by *McMeeken* (39%), followed by *Rankin* (24%) and *Soo Pee Wee* (20%) (Table 6.19 C).

**Table 6.19 C: Location of Participation in Indoor Public Recreational Skating “Last Winter” - Older Adults/Seniors**



(c) Main Reason for Not Participating in Indoor Public Recreational Skating

Approximately 89 respondents to the on-line survey indicated that someone in their household did not participate in indoor public recreational skating “last winter” and identified the main reason why they did not participate. Table 6.20 summarizes the reasons identified and the number of respondents that identified the comment. “*Not interested*” (24% of respondents that provided a reason) and “*participate in other indoor ice sports/activities*” (22%) were the reasons identified most often, followed by “*public skating times/days of the week/locations are not convenient*” (17%). Other reasons identified included “no time” (10% of respondents that provided a reason), “too old/too young” (7%), “don’t know how to skate” (7%), and “not physically able to skate” (3%).

**Table 6.20: Reasons Identified by Respondents for Not Participating in Indoor Public Recreational Skating**

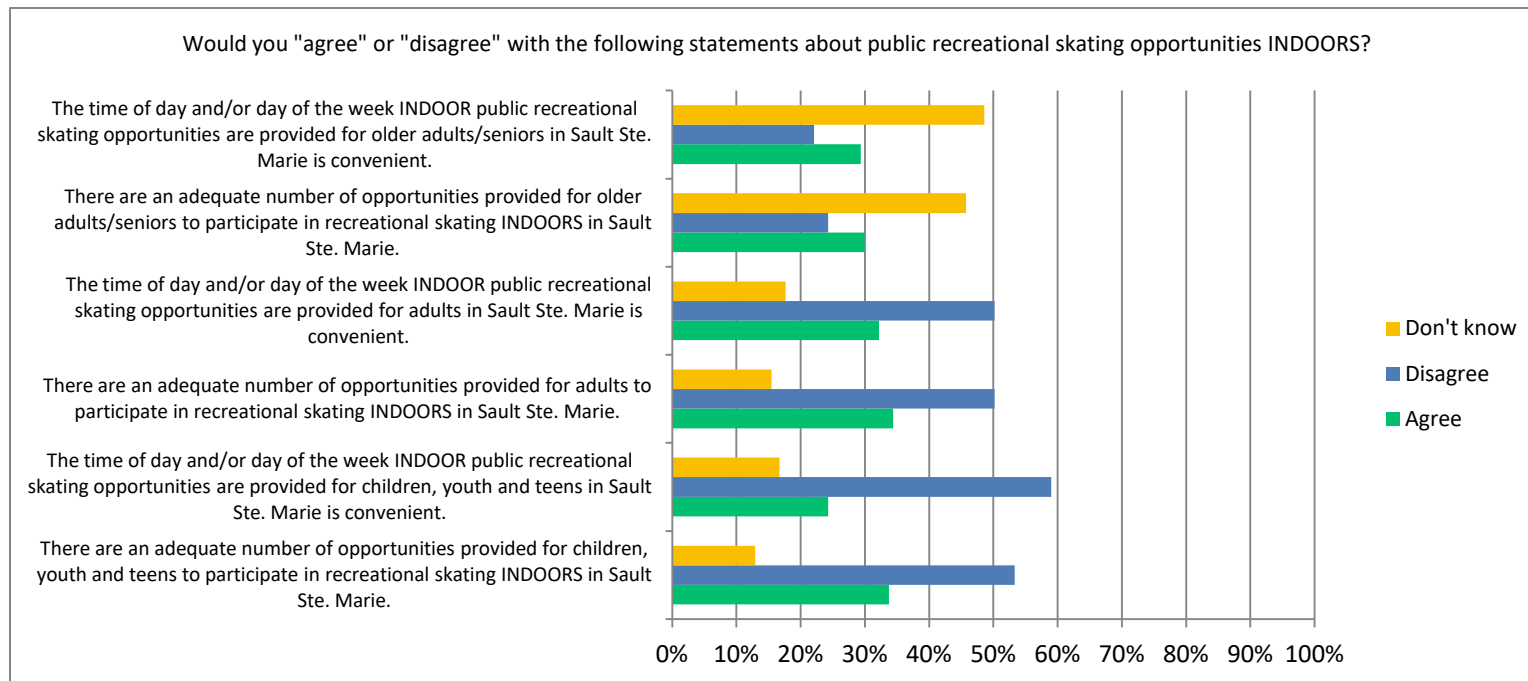
| Main Reason for Not Participating                                  | # of Respondents | % of Respondents That Provided a Reason |
|--|------------------|---|
| Not interested   | 21               | 24%                                     |
| Involved in other indoor ice sports/activities*                    | 20               | 22%                                     |
| Public skating times/days of the week/locations are not convenient | 15               | 17%                                     |
| No time  | 9                | 10%                                     |
| Too old/too young  | 6                | 7%                                      |
| Don’t know how to skate  | 6                | 7%                                      |
| Not physically able to skate                                       | 3                | 3%                                      |

\* Participant, coach, assist or watch

d) Opinions Regarding Public Recreational Skating Opportunities in Sault Ste. Marie

Table 6.21 summarizes the percentage of respondents that “agreed” or “disagreed” with statements concerning the convenience of the time of day/day of the week of indoor public recreational skating opportunities are provided, and the number of opportunities provided for children/youth/teens, adults, and older adults/seniors. Approximately half of respondents identified that: the scheduling (time of day or day of the week) of public recreational skating opportunities specifically for adults and for children, youth and teens was not convenient and the number of opportunities to participate in public recreational skating for adults and for children, youth and teens was not adequate.

Table 6.21: Opinions Regarding Indoor Public Recreational Skating Opportunities in Sault Ste. Marie



(e) Findings and Conclusions - Public Recreational Skating Opportunities in Sault Ste. Marie

Public recreational skating was a popular activity among the respondents to the survey:

- 64% indicated that a child/youth/teen living in their household participated in public recreational skating last winter.
- 66% indicated that an adult living in their household participated in public recreational skating last winter.
- 10% indicated that an older adult/senior living in their household participated in public recreational skating last winter.

A variety of arenas in Sault Ste. Marie and outside the city (e.g. Desbarats and Echo Bay) were identified as the location where respondents participated in indoor public recreational skating "last winter", and the majority identified the John Rhodes Arena as one of the arenas in which participation had taken place.

The frequency of participation in indoor public recreational skating varied among the three age groups:

- *More than once a week* was identified most often (44% of respondents that indicated a child/youth/teen living in their household participated) associated with participation among children, youth and teens.

- *More than once a week* (28% of respondents that indicated an adult living in their household participated) to *more than once a month* (16%) were mentioned most often associated with participation among adults.
- *More than once a week* (34% of respondents that indicated an older adult/senior living in their household participated) and *once a week* (29%) were mentioned most often associated with participation among older adults/ seniors.

Most of the reasons identified for not participating in indoor public recreational skating “last winter” were not related to service provision (i.e. “not interested”, “no time”, “involved in other ice related activities”, “too old/too young”, etc.), however 17% of respondents that identified that someone living in their household did not participate and also identified a reason for the lack of participation stated that “*public skating times/days of the week/locations are not convenient*”.

Respondents were generally satisfied with the number and timing (i.e. time of day and day of week) of indoor public recreational skating opportunities in the city for older adults/seniors, however 50% of respondents were not satisfied with the number and timing of indoor public recreational skating opportunities in the city for children/youth/teens and adults.

These findings suggest that the municipality should consider developing a revised approach associated with the provision of public recreational skating opportunities at the municipal indoor ice facilities with a specific focus on increasing the number of opportunities provided for adults, children, youth and teens, and scheduling these opportunities in a manner to improve the convenience of the timing of the opportunities to participate. This will have an impact to the amount of prime time and non-prime time that is allocated for this activity at municipal indoor ice facilities. Based on the findings of the online survey, the Municipality should consider providing additional opportunities for public skating during non-school hours on a trial basis (e.g. Fridays after school or Saturday afternoon) at both the McMeeken Arena and the Rhodes Arena. A minimum of 3 additional hours of prime time ice (2 x 1.5 hour sessions) would be required to provide additional opportunities for children, youth, teens and adults to participate in public recreational skating.

#### 6.4.12 Total Additional Current Demand

There is a total current demand for an additional: 83.75 hours of prime time ice per week all season; 21 hours of prime time ice per week for 13 weeks; 15 hours of prime time ice over two weeks in October; 2 hours of prime time ice for 20 weeks (October to February), 1 hour of non-prime time ice per week for 12-18 weeks; 3 hours of prime time ice per day for 5 times per season and 6 hours of prime time ice on 5 weekends throughout October to February (Table 6.22).



Table 6.22: Current Additional Ice Time Demand per Week in Sault Ste. Marie, Winter Season 2016/17 - Regular Weekly Use/Users

| User/Use   | Program/Activity  | Current (2016/17) Additional Ice Time Demand per Week |                | Season                                     |
|--|---|---|----------------|--|
|  |   | Prime Time  | Non-Prime Time |  |
| Sault Major Hockey Association                                     | All   | 21.0*   |                | 13 weeks per season                        |
|  | New AAA Minor Midget program                                | 10.0  |                | All season                                 |
|  | Extra Bantam and Midget hockey games                        | 20.0  |                | All season                                 |
| Soo Pee Wee  | Hockey for 4-10 year olds                                   | 6.0**   |                | All season                                 |
| Sault Female Hockey League   | New Development Stream program                              | 2.0   |                | All Season                                 |
|  | Rep team practices  | 12.0  |                | All season                                 |
|  | House league practices on a full ice pad                    | 4.0   |                | All season                                 |
| Sault Ringette Club  | Junior Bunny  | 1.0   |                | All season                                 |
|  | Power skating and travel team practices                     | 14.0  |                | All season                                 |
|  | Skill development clinics for officials                     | 15.0  |                | 3 hours per day, 5 times per season        |
| Lake Superior Figure Skating Club                                  | New programs: power skating and adult learn to skate        | 1.0   |                | All season                                 |
|  | Skill development for senior skaters                        | 3.0   |                | All season                                 |
|  | New program: Parent and tot skating                         |   | 1.0*           | 12-18 weeks per season                     |
|  | Additional practice for senior skaters                      | 15.0*   |                | During 2 weeks in Oct.                     |
| The Municipality   | Children, youth, teen and adult public recreational skating | 3.0   |                | All season                                 |
| Sault College  | Competitive hockey teams - practices                        | 2.0   |                | 20 weeks Oct. to Feb.                      |
|  | Competitive male hockey team - games                        | 6.0   |                | 5 weekends Oct.-Feb.                       |
| Women's Hockey League  | Increased number of games and practices                     | 3.0   |                | All season                                 |
| Steel City Merchants Hockey League                                 | Adult hockey teams  | 1.25  |                | All season                                 |
|  | Adult hockey teams  | 2.5   |                | All season                                 |
| Golden Stick Hockey  | Adult pick-up hockey  | 1.0   |                | All season                                 |
| Soo Water Tower Oldtimers  | Adult hockey rescheduled to earlier                         | 1.5***  |                | All season                                 |
| <b>Total Prime Time - All Season</b>                               |   | <b>83.75</b>  |                | <b>All season</b>                          |
| <b>Total Prime Time - Partial Season</b>                           |   | <b>21.0</b>   |                | <b>13 weeks per season</b>                 |
|  |   | <b>15.0</b>   |                | <b>2 weeks in October</b>                  |
|  |   | <b>15.0</b>   |                | <b>3 hours per day, 5 times per season</b> |
|  |   | <b>2.0</b>  |                | <b>20 weeks Oct.-Feb.</b>                  |
|  |   | <b>6.0</b>  |                | <b>5 weekends Oct.-Feb.</b>                |
| <b>Total Prime Time - All Season, Re-allocation of time of day</b> |   | <b>1.5***</b>   |                | <b>All season</b>                          |
| <b>Total Non-Prime Time</b>  |   |   | <b>1.0</b>     | <b>12-18 weeks per season</b>              |

\*Partial season requirements

\*\* Do not want ice time unless there are no cancellations for special events.

\*\*\* Move from 11 pm to an earlier time.

There is also current demand for an additional 173 hours of prime time ice and 99 hours of non-prime time ice during the season for special events (Table 6.23).

**Table 6.23: Current Additional Ice Time Demand per Week in Sault Ste. Marie, Winter Season 2016/17 - Special Events**

| User/Use                                     | Special Event                      | Current (2016/17) Additional Ice Time Demand |                | Season                      |
|--|------------------------------------|--|----------------|-----------------------------|
|  |                                    | Prime Time                                   | Non-Prime Time |                             |
| Sault Female Hockey League                   | A second tournament (House league) | 37.0   | 27.0           | One weekend in the Spring   |
| Sault Ringette Club                          | Provincial tournament              | 132.0  | 72.0           | One weekend, one season     |
| Lake Superior Figure Skating Club            | Christmas Gala                     | 4.0  |                | One weekend day in December |
| <b>Total Prime Time - Partial Season</b>     |                                    | 173.0  |                |                             |
| <b>Total Non-Prime Time - Partial Season</b> |                                    |  | 99.0           |                             |

**SECTION 7.0 - CURRENT UTILIZATION OF MUNICIPAL ICE TIME AND INDOOR ARENA FACILITIES IN SAULT STE. MARIE****7.1 Introduction**

During the ice-in season the municipal ice pads are used for a variety of activities including recreational, instructional and competitive hockey, sledge hockey, ringette, figure skating and recreational skating. The municipal indoor ice facilities are also used for both ice related (hockey tournaments and skill development seminars/clinics, figure skating tests, etc.) and non-ice special events (fund raising events). In addition, the Essar Centre is used for local, regional, provincial, national and international special events such as a curling tournament, figure skating shows, concerts, trade shows, large assemblies such as conferences, re-unions and graduations, filming, dance shows, cultural and multi-cultural events.

This section of the report presents an analysis of the current utilization of municipal indoor ice time provided in total and on each of the four municipal indoor ice pads. Utilization data was provided by the Community Centres Division of the Community Services Department. The use and utilization of the Municipality's indoor ice pads for "regular weekly use/users" during the 2016/17 season and the previous four seasons (2012/13 to 2015/16) was established based on an assessment of usage statistics generated for a "typical week" at each municipal arena. It should be noted that the pattern of the use of the ice pads varies each week as a result of the number of special events held. Utilization of the municipal ice pads decreases during the last few weeks of the ice season as some groups and leagues end their season earlier than other ice users. Utilization of the municipal ice pads is also slightly lower at the beginning of the season than the rest of the season as some groups and leagues start their season later than other ice users.

Use and utilization was calculated for prime time and non-prime time designations. Although the Municipality has "official" prime time and non-prime time designations as established in the City of Sault Ste. Marie User Fee & Service Charges by-Law 2016-180 - Schedule "B", there are specific time periods that are almost never booked by ice users early in the morning. As a result the practice of the Community Centres Division is to consider prime time ice to be comprised of 4 pm to midnight Monday to Friday, and 7 am to 12 am Saturday and Sunday (instead of 6 am to 12 am Saturday and Sunday). Non-prime time is considered to be comprised of 7 am to 4 pm Monday to Friday. The analysis of prime time and non-prime time ice in the following sections was based on the designations used "in practice".

**7.2 Municipal Ice Pad Utilization 2016/17 Ice Season****7.2.1 Regular Weekly Use/Users****A. *In Total***

Total municipal prime time ice provided during a "typical week" during the 2016/17 ice season was utilized 90%. A total of 27.5 hours of prime time ice per week is unused. Unused prime time ice typically occurs after 11 pm weekdays and weekends, and 7-8 am weekend mornings.

Total municipal non-prime time ice provided during a "typical week" during the 2016/17 ice season was utilized 37%. A total of 114 hours of non-prime time ice per week is unused. Unused non-prime time ice typically occurs during weekdays between 7 am and 3 pm.

Table 7.1 summarizes the overall utilization of ice time during a “typical week” during the ice-in season at each municipal ice pad in 2016/17. It should be noted that the pattern of the use of the ice pads varies each week as a result of the number of special events held.

**Table 7.1: Total Ice Pad Utilization by Ice Pad, Typical Week, 2016/17 Ice-In Seasons**

| % of Ice Time Utilized by Facility Per Week in 2016/17 |           |          |           |       |           |          |           |
|--|-----------|----------|-----------|-------|-----------|----------|-----------|
| Rhodes 1   |           | Rhodes 2 |           | Essar |           | McMeeken |           |
| Prime  | Non-Prime | Prime    | Non-Prime | Prime | Non-Prime | Prime    | Non-Prime |
| 89%  | 28%       | 94%      | 59%       | 85%   | 33%       | 90%      | 27%       |

Table 7.2 summarizes the 2016/17 utilization of ice time by type of user among the four ice pads:

- Sault Major Hockey utilizes the largest number of hours of prime time ice per week (82), followed by Major Junior A Hockey Teams (Soo Greyhounds and/or Soo Thunderbirds) (39), followed by adult/oldtimer hockey leagues (34) and Soo Pee Wee Hockey (28).
- Major Junior A Hockey Teams utilize the largest number of hours of non-prime time ice per week (20), followed by public skating (12), private rentals (11.5) and high school hockey (10.5).

**Table 7.2: Profile of Total Ice Pad Utilization, Typical Week, 2016/17 Ice-In Season**

| User/Use                          | % of Ice Time Utilized by User/Use Per Week |           |                |           |
|-----------------------------------|---|-----------|----------------|-----------|
|                                   | Prime Time                                  |           | Non-Prime Time |           |
|                                   | #   | %         | #              | %         |
| Sault Major Hockey                | 82.0  | 28        | 4.0            | 2         |
| Soo Pee Wee Hockey                | 28.0  | 9         | 0.0            | 0         |
| Female Hockey                     | 21.0  | 7         | 0.0            | 0         |
| High school hockey                | 10.5  | 4         | 10.5           | 6         |
| Other (youth hockey)*             | 3.0   | 1         | 0.0            | 0         |
| Figure Skating (LSFSC and SFSC)** | 27.5  | 9         | 3.0            | 2         |
| Sault Ringette                    | 10.0  | 3         | 0.0            | 0         |
| Major Junior A Hockey Teams       | 39.0  | 13        | 20.0           | 11        |
| Sledge hockey                     | 1.5   | 1         | 0.0            | 0         |
| Adult/oldtimer leagues            | 34.0  | 11        | 0.0            | 0         |
| Private rentals (adults)          | 8.5   | 3         | 11.5           | 6         |
| Public skating                    | 2.5   | 1         | 12.0           | 9         |
| Maintenance                       | 1.0   | 0         | 0.0            | 0         |
| <b>TOTAL</b>                      | <b>268.5</b>                                | <b>90</b> | <b>66</b>      | <b>36</b> |

\* Individual minor hockey teams

\*\* Lake Superior Figure Skating Club and Sault Figure Skating Club

B. By Facility

The following presents a summary of the use and utilization of ice time at each municipal indoor ice facility.

It should be noted that while most major ice user groups are allocated ice time in each of the municipality’s ice pads, two groups are allocated ice time only in specific facilities:

- The Lake Superior Figure Skating Club is allocated ice time only on the John Rhodes #1.
- The Sault Ringette Club is allocated ice time only on John Rhodes ice pad #2 and the McMeeken Arena.

This is noteworthy in that it may be a consideration associated with these groups’ requirement for additional current and future ice time (see Section 6.0 and Section 8.0).

(i) Regular Weekly Use/Users at the Essar Centre

Prime time ice in the Essar Arena was utilized 85% and non-prime time ice was utilized 33% during the 2016/17 ice season. A total 10.5 hours of prime time ice per week is unused. Unused prime time ice typically occurred after 10 pm between two and three evenings per week after Soo Greyhound games; after 11 pm Mondays and Tuesdays; after 11:30 Thursdays; and after 10 pm Sundays. A total of 30 hours of non-prime time ice per week is unused. Unused non-prime time ice typically occurred up until noon on Mondays; 7-11 am and noon to 3 pm or 4 pm Tuesday to Thursday; and 7-10 am and 12-4 pm Fridays.

Table 7.3 summarizes the 2016/17 utilization of ice time by type of user:

- Major Junior A Hockey Teams (Soo Greyhounds and Soo Thunderbirds) utilized the largest number of hours of prime time ice per week (31.5), followed by Sault Major Hockey (20), followed by Sault Figure Skating (6.5) and private adult rentals (2).
- Major Junior A Hockey Teams utilized the largest number of hours of non-prime time ice per week (12.5), followed private adult rentals (6).

**Table 7.3: Profile of the Utilization of the Essar Ice Pad, Typical Week, 2016/17 Winter Season**

| User/Use                    | % of Ice Time Utilized by User/Use Per Week |           |                |           |
|-----------------------------|---|-----------|----------------|-----------|
|                             | Prime Time                                  |           | Non-Prime Time |           |
|                             | #   | %         | #              | %         |
| Sault Major Hockey          | 20.0  | 27        | 0              | 0         |
| Sault Figure Skating        | 6.5   | 9         | 0              | 0         |
| Major Junior A Hockey Teams | 31.5  | 42        | 12.5           | 28        |
| Private rentals (adults)    | 2.0   | 3         | 2.5            | 6         |
| <b>TOTAL</b>                | <b>63.5</b>                                 | <b>85</b> | <b>15.0</b>    | <b>33</b> |

(ii) Regular Weekly Use/Users at John Rhodes Arena #1

Prime time ice in the John Rhodes Arena #1 was utilized 89% and non-prime ice was utilized 28% during the 2016/17 ice season. A total of 7 hours of prime time ice per week is unused. Unused prime time ice typically occurred after 10 pm or 11 pm Monday to Sunday and 7-8 am on the weekend. A total of 32.5 hours of non-prime time ice per week is unused. Unused non-prime time ice typically occurred up until 3:30 pm on Mondays; 8 am - 3:30 pm Tuesdays and Thursdays; 8 am - 1 pm and 2-3 pm Wednesdays; 8-11:30 am and 2-3:30 pm Thursdays.

Table 7.4 summarizes the 2016/17 utilization of ice time by type of user:

- Sault Major Hockey and Lake Superior Figure Skating utilized the largest number of hours of prime time ice per week (17 each), followed by Soo Pee Wee Hockey (9) adult/oldtimer leagues (8) and Female Hockey (7), followed by high school hockey (4.5) and private adult rentals (3.5).
- The largest number of hours of non-prime time ice per week was utilized by high school hockey (4.5), private adult rentals (4.0) and Lake Superior Figure Skating.

**Table 7.4: Profile of the Utilization of John Rhodes Arena #1, Typical Week, 2016/17 Winter Season**

| User/Use                          | % of Ice Time Utilized by User/Use Per Week |           |                |           |
|-----------------------------------|---|-----------|----------------|-----------|
|                                   | Prime Time                                  |           | Non-Prime Time |           |
|                                   | #   | %         | #              | %         |
| Sault Major Hockey                | 17  | 23        | 1              | 2         |
| Soo Pee Wee Hockey                | 9   | 12        | 0              | 0         |
| Female Hockey                     | 7   | 9         | 0              | 0         |
| High school hockey                | 4.5   | 6         | 4.5            | 10        |
| Other (youth hockey)*             | 1   | 1         | 0              | 0         |
| Lake Superior Figure Skating Club | 17  | 23        | 3              | 7         |
| Adult/oldtimer leagues            | 8   | 11        | 0              | 0         |
| Private rentals (adults)          | 3.5   | 5         | 4              | 9         |
| <b>TOTAL</b>                      | <b>67</b>                                   | <b>89</b> | <b>12.5</b>    | <b>28</b> |

\* Individual minor hockey teams

(iii) Regular Weekly Use/Users at John Rhodes Arena #2

Prime time ice in the John Rhodes Arena #2 was utilized 94% and non-prime ice was utilized 59% during the 2016/17 ice season. A total of 3.5 hours of prime time ice per week is unused. Unused prime time ice typically occurred after 11 pm Monday to Sunday and 7-8 am on Saturdays. A total of 18.5 hours of non-prime time ice per week is unused. Unused non-prime time ice typically occurred 7-9:30 am on Mondays; 7-10 am and 11 am - 3:30 pm Tuesdays; 8-9 am Wednesdays; 8-10 am, 11 am - noon and 1-3:30 Thursdays; and 8 am - noon Fridays.

Table 7.5 summarizes the 2016/17 utilization of ice time by type of user:

- Sault Major Hockey utilized the largest number of hours of prime time ice per week (37), followed by adult/oldtimer leagues (8) Major Junior A Hockey Teams (Soo Thunderbirds) (7.5) and Soo Pee Wee Hockey (7).
- The largest number of hours of non-prime time ice per week was utilized by public skating (11), followed by Major Junior A Hockey Teams (7.5) and private adult rentals (5).

**Table 7.5: Profile of the Utilization of John Rhodes Arena #2, Typical Week, 2016/17 Winter Season**

| User/Use                    | % of Ice Time Utilized by User/Use Per Week |           |                |           |
|-----------------------------|---|-----------|----------------|-----------|
|                             | Prime Time                                  |           | Non-Prime Time |           |
|                             | #   | %         | #              | %         |
| Sault Major Hockey          | 37  | 49        | 3              | 7         |
| Soo Pee Wee Hockey          | 7   | 10        | 0              | 0         |
| Female Hockey               | 2   | 3         | 0              | 0         |
| Sault Ringette              | 3   | 4         | 0              | 0         |
| Major Junior A Hockey Teams | 7.5   | 10        | 7.5            | 17        |
| Sledge hockey               | 1.5   | 2         | 0              | 0         |
| Adult/oldtimer leagues      | 10  | 13        | 0              | 0         |
| Private rentals (adults)    | 1   | 1         | 5              | 11        |
| Public skating              | 0   | 0         | 11             | 24        |
| Maintenance                 | 1   | 1         | 0              | 0         |
| <b>TOTAL</b>                | <b>70.5</b>                                 | <b>94</b> | <b>26.5</b>    | <b>59</b> |

(iv) Regular Weekly Use/Users at the McMeeken Arena

Prime time ice in the McMeeken Arena was utilized 90% and non-prime ice was utilized 27% during the 2016/17 ice season. A total of 6.5 hours of prime time ice per week is unused. Unused prime time ice typically occurred after 11 pm Mondays, Tuesdays and Thursdays; 7-8 am Saturdays; and 7-9:30 am Sundays. A total of 33 hours of non-prime time ice per week is unused. Unused non-prime time ice typically occurred from 7 am - 3:30 pm on Mondays; 7 am - noon Tuesdays, Wednesdays and Thursdays; and 7 am - 4 pm Fridays.

Table 7.6 summarizes the 2016/17 utilization of ice time by type of user:

- Adult/oldtimer leagues utilized the largest number of hours of prime time ice per week (16), followed by Female Hockey (12), followed by Sault Major Hockey (8), Soo Pee Wee Hockey (8), Sault Ringette (7) and High school hockey (6).
- The largest number of hours of non-prime time ice per week was utilized by High school hockey (6) and public skating (6).

**Table 7.6: Profile of Utilization of the McMeeken Arena, Typical Week, 2016/17 Winter Season**

| User/Use                 | % of Ice Time Utilized by User/Use Per Week |           |                |           |
|--------------------------|---|-----------|----------------|-----------|
|                          | Prime Time                                  |           | Non-Prime Time |           |
|                          | #   | %         | #              | %         |
| Sault Major Hockey       | 8   | 11        | 0              | 0         |
| Soo Pee Wee Hockey       | 8   | 11        | 0              | 0         |
| Female Hockey            | 12  | 16        | 0              | 0         |
| High school hockey       | 6   | 8         | 6              | 13        |
| Other (youth hockey)*    | 2   | 3         | 0              | 0         |
| Sault Figure Skating     | 4   | 5         | 0              | 0         |
| Sault Ringette           | 7   | 9         | 0              | 0         |
| Adult/oldtimer leagues   | 16  | 21        | 0              | 0         |
| Private rentals (adults) | 2   | 3         | 0              | 0         |
| Public skating           | 2.5   | 3         | 6              | 13        |
| <b>TOTAL</b>             | <b>67.5</b>                                 | <b>90</b> | <b>12</b>      | <b>27</b> |

\* Individual minor hockey teams

7.2.2 Special Events

A. *In Total*

The use and utilization of the Municipality’s indoor ice pads for “special events” during the 2016/17 season was established based on an assessment of usage statistics generated for the ice season (i.e. September to May) at each municipally operated arena.

Approximately 40 special events were held in the municipal ice pads during the 2016/17 season; the number of special events held each month varies. Seven



of these special events were non-ice related (i.e. concerts); although these seven special events do not use ice, they displace ice use and therefore for analysis purposes were included in the calculations of ice time utilization.

The amount of prime and non-prime time hours used for each special event varied from 1 hour of prime time to 208 (172 hours of prime time and 36 hours of non-prime time). The number of ice pads used for each special event varied from 1 ice pad to all four.

Tournaments are a significant type of “special event” use of the municipal ice pads. These tournaments are typically comprised of hockey tournaments hosted by local user groups; they include in-house tournaments where most participants are local residents and regional/provincial tournaments where local teams comprised of residents play against teams from outside the city. These tournaments are generally allocated to the ice pads in the John Rhodes Community Centre and/or a combination of one or two of the ice pads in the John Rhodes Community Centre and the McMeeken Arena.

A total of 1,522 hours of prime time and 495 hours of non-prime time ice were used for the 40 special events during the 2016/17 season. This is equivalent to the utilization of approximately 57% of prime time and 30% of non-prime time on a single ice pad. This represents a significant use that is unique compared to the typical magnitude of tournament use among Ontario municipal ice facilities. The municipal policy and practice of allocating ice time to special events as a priority use, and the encouragement of these types of events has a significant implication to the amount of municipal ice time provided to non-tournament oriented ice related programs and activities.

*B. By Facility*

(i) Special Events - The Essar Centre

Eighteen of the 40 special events that were held in the municipal ice pads during the 2016/17 season included use of the Essar Centre; 10 used the Essar Centre exclusively and 7 used the facility, not the ice. The types of special events that were held in the Essar Centre varied; they included hockey games and tournaments, concerts, performances, filming of a television show, skill development clinics, an international curling tournament, a national figure skating show, and city-wide cultural events. The special events utilized a total of 418.5 hours of prime time and 234 hours of non-prime time throughout the winter season in the Essar Centre.

(ii) Special Events - John Rhodes Community Centre Arena 1

Nineteen of the 40 special events that were held in the municipal ice pads during the 2016/17 season included use of John Rhodes Arena 1; only 1 used John Rhodes Arena 1 exclusively (a figure skating test day). All of the special events held in this arena were ice related events, most were hockey tournaments. These special events utilized a total of 399.5 hours of prime time and 56 hours of non-prime time throughout the winter season in John Rhodes Arena 1.

(iii) Special Events - John Rhodes Community Centre Arena 2

Eighteen of the 40 special events that were held in the municipal ice pads during the 2016/17 season included use of John Rhodes Arena 2; a number of special events (skill development clinics) used John Rhodes Arena 2 exclusively. All of the special events held in this arena were ice related events, most were hockey tournaments. These special events utilized a total of 448 hours of prime time and 152 hours of non-prime time throughout the winter season in John Rhodes Arena 2.

(iv) Special Events - W.J. McMeeken Centre (McMeeken Arena)

Nine of the 40 special events that were held in the municipal ice pads during the 2016/17 season included use of the McMeeken Arena; a number of special events (skill development clinics) used the McMeeken Arena exclusively. All of the special events held in this arena were ice related events, most were hockey tournaments. These special events utilized a total of 256 hours of prime time and 53 hours of non-prime time throughout the winter season in the McMeeken Arena.

### 7.3 Municipal Ice Pad Utilization Trends 2012/13 to 2016/17

#### 7.3.1 Regular Weekly Use/Users

The overall utilization of prime time on the municipal ice pads has increased each year to the 2016/17 ice season; utilization of non-prime time has varied significantly at each municipal ice pad between 2012/13 and 2016/17 (Table 7.7).

**Table 7.7: Total Ice Pad Utilization by Ice Pad, Typical Week, 2012/13 - 2016/17 Winter Seasons**

| Year/Ice Season | % of Ice Time Utilized by Facility Per Week |           |          |           |       |           |          |           |
|-----------------|---|-----------|----------|-----------|-------|-----------|----------|-----------|
|                 | Rhodes 1                                    |           | Rhodes 2 |           | Essar |           | McMeeken |           |
|                 | Prime                                       | Non-Prime | Prime    | Non-Prime | Prime | Non-Prime | Prime    | Non-Prime |
| 2016/17         | 89  | 28        | 94       | 59        | 85    | 33        | 90       | 27        |
| 2015/16         | 93  | 24        | 89       | 61        | 85    | 59        | 87       | 27        |
| 2014/15         | 92  | 30        | 91       | 57        | 85    | 64        | 85       | 31        |
| 2013/14         | 97  | 41        | 88       | 61        | 83    | 44        | 73       | 3         |
| 2012/13         | 87  | 41        | 85       | 80        | 85    | 51        | 91       | 4         |

While the actual number of hours of ice time utilized each week by each user/use varied during the period 2013/14 - 2016/17, the proportion of ice time utilized each week by each user/use was generally similar over the time period.

#### 7.3.2 Special Events

The use and utilization of the Municipality’s indoor ice pads for “special events” during the 2016/17 season and the previous two seasons (2015/16 and 2014/15, the only years for which this information was available) was established based on an assessment of usage statistics generated for the ice season (i.e. September to May) at each municipally operated arena. The number of special events and the number of hours used varied each year:

- In 2016/17 approximately 40 special events used 1,522 hours of prime time and 495 hours of non-prime time; the amount of ice time used for special events was larger on the ice pads in the John Rhodes arena, particularly ice pad #1, compared to the Essar Centre and the McMeeken Arena.
- In 2015/16 approximately 34 special events used 1,294.5 hours of prime time and 238 hours of non-prime time; similar to the 2016/17 ice season, the amount of ice time used for special events in 2015/16 was larger on the ice pads in the John Rhodes arena (412 hours on ice pad #1 and 383 hours on

ice pad #2), compared to the Essar Centre (281.5 hours) and the McMeeken Arena (218 hours).

- In 2014/15 approximately 30 special events used 1,580.5 hours of prime time and 466.5 hours of non-prime time; the amount of ice time used for special events was larger at the Essar Centre (531 hours), compared to the ice pads in the John Rhodes arena (402 hours on ice pad #1 and 421.5 hours on ice pad #2) and the McMeeken Arena (226 hours).

#### 7.4 Use and Utilization of the Non-Municipal Arenas in Sault Ste. Marie

The use and utilization of the two non-municipal arenas (Soo Pee Wee Arena and Rankin Arena) were established through interviews conducted with representatives of those facilities.

According to the representative for the Rankin Arena the facility is utilized 100% during prime time, and the types of users include a number of private rentals and the following groups:

- Soo Pee Wee Hockey League
- Sault Major Hockey Association
- Sault Female Hockey League
- Women’s Hockey League
- Soo Hockey League
- Sault Ringette Club
- Sault College

According to the representative for the Soo Pee Wee Arena the facility is utilized 78% during prime time (the majority of unused prime time occurs late in the evenings, too late for use by the League’s players). While the vast majority of prime time is utilized by the Soo Pee Wee Hockey League, the remaining prime time and some non-prime time is used by individual teams from the following groups/organizations:

- the Municipality’s Fire Services and Police Services
- the Ontario Provincial Police
- Essar Steel
- Sault College employees
- Algoma Tubes

#### 7.5 Summary and Conclusions

Prime time ice provided at each of the municipal arenas in Sault Ste. Marie is effectively utilized 100%. Any prime time ice that is not utilized occurs after 11 pm, which is considered as too late for the majority of users (i.e. children/youth/teens, older adults and seniors), and 6-7 am on weekends, which groups are not willing to use.

## SECTION 8.0 - FUTURE DEMAND FOR MUNICIPAL INDOOR ICE TIME AND MUNICIPAL INDOOR ICE PADS

### 8.1 Introduction

The assessment of the potential future demand for municipal indoor ice time and the future utilization of municipal indoor ice facilities involve analysis of a series of interrelated factors that may impact on the nature of, order of magnitude, characteristics and composition of potential future demand for participation in indoor ice related programs and activities and the associated potential demand for ice time on municipal indoor ice pads including:

- General societal trends associated with potential participation in sport and leisure activities in general and indoor ice sport and recreational activities specifically.
- Local participation patterns in indoor ice related sport and recreational programs and activities, particularly rates of participation among specific age and gender groups within the total population and how these may change over a specified time period.
- Demographic trends projected to occur over a specified time period associated with the size of the total population and the characteristics and composition of the total population, particularly the age and gender profile of the total population.

This section presents an analysis of potential future demand for participation in indoor sport and recreation programs and activities and related demand for utilization of ice time on municipal indoor ice pads for the next 20 year period to 2036 based on five year intervals of 2021, 2026, 2031 and 2036.

### 8.2 Indoor Ice Related Program and Activity Participation Trends

#### 8.2.1 Introduction

An understanding of the general trends impacting participation in leisure activities in society can assist in anticipating changes in patterns of leisure participation. Among the important trends that are projected to have an impact on future participation in leisure activities are:

- the aging of the population
- the increasing ethnic diversity of the population
- a better educated population
- changing work and workplace patterns
- an increasingly time-stressed society identifying lack of free time as a major barrier to participation in leisure activities

The analysis of the potential future demand for participation in indoor ice related programs and activities can be informed by an understanding of activity participation trends occurring at the national and provincial level. These could be compared to local participation trends to develop an appreciation of the impact that broader activity participation trends may have on future local participation. Unfortunately there is a lack of up-to-date, consistently collected, statistics concerning participation rates in indoor ice related programs and activities at a national or provincial level in Canada. Most national and provincial ice sport organizations track registrations in their sport, however this is not undertaken in a consistent manner to support data analysis and comparison

between sports. At best, national and provincial data identifies major registration trends occurring in each sport, which establishes a context for the assessment of local registration and participation trends occurring within a specific municipality.

The following presents a summary of trends occurring at the national and provincial levels in indoor ice related sports and activities.

### 8.2.2 Ice Hockey

- Hockey remains one of the most popular sports among Canadians, after soccer and swimming. Approximately 9% of Canadian children, youth and teens 5-19 years of age participate in the sport of hockey, however national participation rates vary based on gender with male participation rates appearing to be between 15% to 16% and female participation rates appearing to be 4% to 5%. 5% of Canadians 20 years of age and older may participate in the sport of hockey.
- Statistics concerning the number of registered participants in hockey in Canada from the International Ice Hockey Federation (IIHF Survey of Ice Hockey Registered Players in Canada) and Hockey Canada (Hockey Canada 2015-2016 Annual Report) indicate that:
  - the number of registered participants in total and youth registrations specifically may have peaked in the 2008-2009 season in Canada (Hockey Canada) and in the province of Ontario (Ontario Hockey Federation)
  - registered participants in total and specifically among youth may have experienced a decrease from 2008-2009 to 2011
  - the total number of registered participants may have experienced a modest increase from 2011 to 2014/15
  - the trends among male and female registered participants varies
  - in 2015/16 males accounted for 86% of total registered participants in Hockey Canada affiliated programs and females accounted for 14%
  - trends at the provincial and local market level vary significantly
- National and provincial sources indicate that participation in hockey among girls and women increased throughout the past two decades due to a number of factors such as the Canadian Olympic women's hockey team gold medal success, a diminished social stigma regarding participation in a traditional male sport, and the availability of athletic (hockey) scholarships to post secondary education institutions.

Female participation in the sport of hockey in Ontario increased dramatically between 1998/99 to 2008/09, which moderated the decline in male participation that was occurring during this time period particularly among the younger age groups. Female hockey participation may have declined slightly since, although this may in part be associated with a lack of prime time ice in many communities to allow for the expansion of the sport. However, recent research presents contradictory findings. The national sport participation survey indicates that the proportion of females participating in hockey has declined since 2005, while Hockey Canada and the Canadian Adult Recreational Hockey Association report that participation among females in organized hockey leagues continues to increase. In 2013/14, females comprised nearly one-third of all youth hockey registrants in Ontario.

The Ontario Women's Hockey Association reports registration in their member organizations and teams (which include competitive teams, non-competitive teams and sledge hockey teams) increased from 2006/07 to 2014/15 and has stabilized since.

- Participation in boys' minor hockey has been in a decline since 2008 nationally and provincially. The reasons for the decline are varied; recent research identified that the following barriers were negatively impacting hockey registration throughout the country:
  - *Hockey is not perceived as fun* - Families that do not have experience playing hockey do not perceive hockey as a 'fun' sport, as opposed to other sports such as soccer and baseball.
  - *Hockey is perceived to involve a major time commitment* - Too much required travel and a commitment of several days per week were identified as barriers to participation.
  - *Hockey is perceived to be unsafe* - Hockey is perceived to be unsafe for participants (e.g. the risk of concussion) and is perceived to promote violent behavior.
  - *Hockey is perceived to be expensive* - The high cost of enrollment fees and equipment are perceived barriers to participation.
  - *Leisure time is decreasing* - Despite predictions in the 1990's that advances in technology would result in increased leisure time, leisure time has decreased among the average Canadian family. This leaves less time to participate in recreational activities in general.
  - *Physical activity is being replaced with sedentary forms of leisure* - Activities such as video games and watching television are replacing participation in physical activities such as sports, leading to increasing rates of obesity and inactivity.
  - *Changing demographics* - Declining number of youth aged populations. Increasing number of youth of cultural backgrounds that do not have a tradition or experience in these types of activities.
- In 2017 Hockey Canada announced a new national mandate which will enforce cross-ice play as opposed to the traditional full-ice play for all registered Canadian hockey players aged five and six years of age. Starting in the upcoming 2017-18 season, all five and six year old players will no longer be playing full-ice games. Instead, ice surfaces will be divided into three zones, where players will only use the width of the ice for their games and practices. It is intended that this change will help promote skill development for players newly introduced to the sport and those of an average or lower skill level.

Cross ice hockey has been used in many of the leading hockey nations in the world for a number of years. In the United States, all registered hockey players aged eight and under, regardless of their skill level, have played cross-ice since 2013. Several European countries like Sweden, Finland, and the Czech Republic have been playing cross-ice hockey games since the 1990's, with some areas enforcing the smaller playing surface for players as old as ten.

- Over the past three decades national and provincial sources indicated that participation in adult/old-timers hockey was increasing. There has been no recent research specific to participation in adult/old-timers hockey. Participation in adult/old-timers hockey appears to be increasing in communities with a growing population base and the availability of unused prime time ice such as in Oakville, whereas in communities with a stable or declining population, participants in adult/old-timers hockey are leaving the sport as they grow too old to play. The Baby Boom generation (age 52-71 in 2017) is beginning to age out of their 'old timer' organized hockey years, and are increasingly interested in leisure skating. There is also a trend of league segmentation in order to encourage men to stay in hockey by participating in age appropriate divisions and skill levels.

Many facilities are aggressively seeking to increase adult hockey participation and rentals at their facilities given that the adult user groups often have an increased capacity to pay for rental ice and programs, often during later evening hours. Traditionally, adult hockey leagues and programs have been organized and operated at a local level by volunteers, local recreation staff or the participating teams. However, a recent and growing trend observed across adult hockey is for leagues to be coordinated at a regional, provincial or national level. This approach offers a number of benefits that include fewer burdens on volunteers or players and the opportunity for teams to take part in regional or national tournaments. The Adult Safe Hockey League, primarily

offered at CANLAN owned and operated facilities, is an example of a national adult hockey league. Participants and teams are provided with opportunities to take part in tournaments across North America, which may ultimately increase local participation and interest.

- Participation in learn to skate, learn to play hockey, pond hockey and shinny hockey programs is increasing nationally and provincially. This can be attributed to the increasing number of organizations (including sport governing bodies and municipalities) developing and providing these programs in response to demand, as a stimulus to respond to overall decreases in participation in hockey, as a response to address issues associated with the cost of participation and demand for recreational options, and as a method to increase opportunities for participation among new immigrants who have no experience with the sport of hockey or the activity of ice skating. As such, many communities have seen an increase in youth recreational hockey programs (often referred to as “Pond Hockey”) that focus on fun, safety and ensuring that costs remain minimal. It is anticipated that modest growth in participation may occur in recreational levels in programs such as pond hockey and leisure shinny.

While many municipal ice facilities are primarily used by structured sports programs, some municipalities have increased the opportunities for spontaneous use through facility scheduling and ice allocation policies. For example there is increasing attention directed to service equity issues and as a result the scheduling and allocation of prime time ice activities such as public recreational/pleasure skating and drop-in use is increasingly being considered as a municipal policy priority. In some communities, particularly those with a significant proportion of new immigrants lacking exposure to or experience in ice skating as a recreational activity, the scheduling of "learn to skate" programs or activities during traditional prime time hours is regarded as important to addressing a potential barrier to future participation in indoor ice related sport and recreation programs and activities.

- National trends indicate increased disabled athlete participation in activities such as sledge hockey.

### 8.2.3 Figure Skating/Synchronized Skating/Instructional Skating

- Skate Canada (the national governing body for figure skating) has experienced a slow decline in registration, with the number of associate members declining by 9% between 2006/07 and 2012/13. Synchronized skating and power skating programs have seen the greatest increases in registered participants.
- Participation in instructional and competitive figure skating and synchronized skating has been increasing specifically among adults since 2004 nationally and provincially. Skate Canada indicates that the increasing interest in figure skating and synchronized skating among adults is a result of a desire to participate in new types of activities for fitness, as well as the desire to re-engage in an activity participated in as a child. Participation in these activities among other age groups has remained stable.
- Skate Canada also indicates that participation in learn to skate programs has remained relatively stable nationally and provincially in the past few years, and that the level of interest in this activity is sustained over the years by Canadian athletes’ participation and success at the Olympics every four years. Despite these trends, Skate Canada has initiated a new strategic plan that focuses on expanding its services in the learn to skate area based partly on the influx of new immigrants to Canada who have no experience with the activity but an aspiration to participate.
- It should be noted that over the past 5 to 10 years many Ontario municipalities such as Toronto, Ottawa, Markham, Oshawa and others have been developing expanded instructional indoor ice related activities such as learn to play hockey and learn to skate for teens, adults and seniors, and learn to

figure skate for adults. These programs were developed to integrate new Canadians into “traditional” Canadian ice activities, as well as to introduce older age groups to activities they may not have had the opportunity to participate in during their early years.

#### 8.2.4 Leisure Skating

- Research by the Canadian Fitness and Lifestyle Research Institute and Statistics Canada indicates that participation rates in skating have generally remained stable. Leisure or recreational skating has long been associated with children, youth and teens and families with children and programs have been designed to attract these demographic groups through the provision of age specific times to participate. However in many Ontario municipalities that have a shortage of available ice time during prime time hours, recreational or pleasure skating opportunities are limited.
- It is expected that participation rates in recreational and leisure skating will remain stable in the next 10 years among children, youth and teen participants, however if opportunities are provided an increase in participation among the older adult age group may occur. This is largely associated with the increase in the proportion of the population that will be in 55 years of age and older and their interest or preference in active activities that positively impact their personal fitness. If leisure skating programs are well marketed, and scheduled to be attractive to the older adult age group, increased participation may be experienced.

#### 8.2.5 Ringette

- The sport of Ringette originated in 1963 in North Bay primarily as a winter team sport for girls. Since then, it has spread throughout Ontario, across Canada and internationally. However, it is not provided in all municipalities throughout Ontario.
- The sport is participated in by all age groups. In 2015/16, there were 30,000 registered participants on 2,000 teams across Canada with 9,500 registered players in Ontario. While it is primarily a female sport, there are currently over 700 males playing ringette across the country. Since it is a sport that is not universally provided throughout Ontario municipalities projections of trends in participation have not been developed by Ringette Canada. Historical registration data suggests that in the markets where the sport is offered, participation may remain stable over the next decade.

#### 8.2.6 Other Ice Activity Participation Trends

##### ➤ **Increased Focus on Skill Development and Competition**

Ice sport governing bodies in Canada are implementing a Long-Term Athlete Development model that emphasizes athlete growth, maturation and development. This model identifies the needs of athletes at various stages of their development, including training and competition needs and also addresses the appropriate stages for the introduction and refinement of technical, physical, mental and tactical skills. As a result of this and other factors (such as the amalgamation of associations and changes to residency requirements that allow for greater player movement), competitive development experiences and opportunities are in high demand. The higher the level of play and the greater the focus on athlete development, the more time that is required for practices, games, and camps.

The Canadian Sport for Life Long Term Athlete Development model (LTAD) is also increasingly being considered by many municipalities in the provision of recreation and sport facilities. The LTAD recommends principles and best practices for allocation of facilities to sports groups; allocation practices are



based on “standards of play” principles in terms of the time and space required by each group, allocation is not done by tradition, but rather on actual requirements of all groups, including the needs of emerging sports. Sport organizations such as Hockey Canada have aligned their program’s plans to LTAD guidelines. Programs, coaching, and ideal number of games and practices for each age level are some of the elements influenced by LTAD.

➤ **Tournaments and Special Events**

The provision of high quality sports and recreation facilities such as indoor arenas are considered as basic infrastructure for the implementation of a municipal sports tourism strategy (involving tournaments, and special events). During the past twenty years an increasing number of municipalities and private arena operators have been pursuing the hockey tournament and other special event markets for their perceived economic benefits. In particular in the last five years the market for hockey tournaments and other special events has become increasingly competitive across the Province as an increasing number of multi-pad arena facilities have been developed and whose providers actively promote to these market segments. In Niagara Region alone four municipalities (Fort Erie, St. Catharines, Port Colborne and Niagara Falls) developed multi-pad arena facilities and marketing departments/staff resources to pursue the tournament and special event market.

➤ **Affordability and the Cost to Participate in Ice Sports is a Growing Concern**

Affordability and the cost to participate in ice sports are generally regarded as a potential barrier to participation. For hockey, the cost of participation, (particularly for representative travel team level play) is an increasing concern for sport organizations. In response many local organizations offer informal financial assistance programs and access to initiatives such as Canadian Tire Jumpstart and the "First Shift" program sponsored by Hockey Canada and Bauer Hockey, aimed at improving the accessibility and affordability of introductory hockey as a way to attract new players to the sport.

8.2.7 Summary

For the purposes of the projection of long term trends in potential participation in indoor ice related programs and activities in Sault Ste. Marie, it will be assumed that the rates of participation in the individual ice sport activities (hockey, ringette, figure skating, etc.) may remain stable at current 2016 rates over the long term. Local participation rates in Sault Ste. Marie among registered participants in indoor ice programs and activities accommodated on municipal ice pads have been seen to be similar to provincial averages for adults (4-5%) and older adult age groups (2%) and above provincial averages among children, youth and teen age groups (25%).

Registration data provided by the current municipal ice user groups that participated in the research indicated that participation in the existing programs and activities provided by the majority of groups has remained the same or fluctuated minimally over the past five years, and the municipal ice user groups projected that the number of participants in their current programs will for most groups remain the same or fluctuate insignificantly during the short term future.

It is concluded that the most significant factor influencing future potential participation in indoor ice related programs and activities accommodated on municipal ice pads in Sault Ste. Marie will be any projected changes in the age composition of the population, particularly among the traditional age groups for participation in indoor ice sports and recreation programs such as children, youth, teens and adults.

**8.3 Population Trends - Future Population Projections**

The Municipality prepared a 20 year projection of the future population, age and gender composition of the city based on four successive 5 year time periods (2021, 2026, 2031 and 2036). The projections are based on 2016 census data and the assumption that current labour force numbers would be maintained during the time period of the projections.

**8.3.1 Future Total Population**

The size of the city's total population is projected to remain generally consistent during the time period with minimal variations occurring between the five year periods between 2016-2036. The size of the total population of the city is projected to increase 2% from 2016 to 2036 representing an additional 1,397 residents. Table 8.1 summarizes the projections of the future size of the city's total population to the year 2036.

**Table 8.1: Projected Future Population of Sault Ste. Marie, 2016-2036**

|                         | 2011 Census | 2016 Census | 2021   | 2026   | 2031   | 2036   |
|-------------------------|-------------|-------------|--------|--------|--------|--------|
| <b>Total Population</b> | 75,145      | 73,368      | 72,953 | 74,001 | 74,934 | 74,765 |
| <b>5 year Change #</b>  |             | -1,777      | -415   | +1,048 | +933   | -169   |
| <b>5 year Change %</b>  |             | -2%         | -1%    | +1%    | +1%    | -0.2%  |

Given the projected trend in total population, potential future demand for participation in indoor ice related programs and activities and use of municipal indoor ice facilities may be influenced by potential changes to the age and gender composition of the projected future population more so than trends associated with the total size of the city's population.

**8.3.2 Future Age Composition**

The projected age composition of the city's population during the next 20 year period is summarized in Table 8.2. The 20 year net effect varies for each of the age groups. It should be noted that an age group may experience variable growth trends between each 5 year period within the 20 year period. The potential implication of this variation may be minimized given the small magnitude of change projected for most age groups between successive 5 year time periods.

Reflecting the trend to an older population age profile, the 75 to 79 years of age group is projected to experience the largest increase in size (representing 2,005 individuals) of all the age groups during the 20 year period, followed by the 70 to 74 years of age group (representing an additional 1,330 individuals), the 80 to 84 years of age group (representing an additional 1,107 individuals), and the 85+ years of age group (representing an additional 925 individuals).

The 55 to 59 years of age group is projected to experience the largest decrease in size (representing 2,106 fewer individuals) of all age groups during the 20 year period, followed by the 60 to 64 years of age group (representing 1,455 fewer individuals) and the 50 to 54 years of age group (representing 1,187 fewer individuals).

Table 8.2: Projected Age Composition of the City's Population, 2016 - 2036

| Age Cohort     | 2016          | 2021          | 2026          | 2031          | 2036          | 20 Year Change # | 20 Year Change % |
|----------------|---------------|---------------|---------------|---------------|---------------|------------------|------------------|
| 0 to 4 years   | 3,470         | 3,194         | 3,015         | 2,996         | 2,917         | -553             | -16              |
| 5 to 9 years   | 3,500         | 3,556         | 3,427         | 3,270         | 3,202         | -298             | -9               |
| 10 to 14 years | 3,495         | 3,562         | 3,733         | 3,620         | 3,426         | -69              | -2               |
| 15 to 19 years | 3,835         | 3,525         | 3,652         | 3,831         | 3,699         | -136             | -4               |
| 20 to 24 years | 4,535         | 3,900         | 3,700         | 3,842         | 3,984         | -551             | -12              |
| 25 to 29 years | 4,185         | 4,654         | 4,225         | 4,054         | 4,131         | -54              | -1               |
| 30 to 34 years | 4,065         | 4,315         | 5,024         | 4,630         | 4,382         | +317             | +8               |
| 35 to 39 years | 4,005         | 4,155         | 4,585         | 5,314         | 4,863         | +858             | +21              |
| 40 to 44 years | 4,005         | 4,072         | 4,344         | 4,789         | 5,472         | +1,467           | +37              |
| 45 to 49 years | 4,395         | 4,031         | 4,189         | 4,471         | 4,882         | +487             | +11              |
| 50 to 54 years | 5,690         | 4,369         | 4,085         | 4,250         | 4,503         | -1,187           | -21              |
| 55 to 59 years | 6,330         | 5,585         | 4,350         | 4,081         | 4,224         | -2,106           | -33              |
| 60 to 64 years | 5,470         | 6,142         | 5,479         | 4,292         | 4,015         | -1,455           | -27              |
| 65 to 69 years | 4,900         | 5,241         | 5,954         | 5,335         | 4,181         | -719             | -15              |
| 70 to 74 years | 3,655         | 4,496         | 4,913         | 5,579         | 4,985         | +1,330           | +35              |
| 75 to 79 years | 2,935         | 3,209         | 4,018         | 4,391         | 4,940         | +2,005           | +68              |
| 80 to 84 years | 2,425         | 2,334         | 2,625         | 3,265         | 3,532         | +1,107           | +47              |
| 85 years +     | 2,501         | 2,614         | 2,684         | 2,926         | 3,426         | +925             | +37              |
| <b>Total</b>   | <b>73,368</b> | <b>72,953</b> | <b>74,001</b> | <b>74,934</b> | <b>74,765</b> | <b>+1,397</b>    | <b>+2</b>        |

8.3.3 The Indoor Ice Market Age Groups

The following analysis focuses on the three age groups that constitute the majority of municipal indoor ice users/participants in Sault Ste. Marie; the 5-19 years of age group, the 20-54 years of age group and the 55-64 years of age group. Any significant changes to the number of residents in each of these age groups over the next twenty year period may have important implications to the number of potential future participants in indoor ice related programs and activities, which in turn may impact upon the potential demand for use of indoor ice in the municipal arena facilities.

Trends in the gender composition of each of the three age groups is also assessed to determine if there may be any significant implications associated with the projected future gender composition that may have an impact on the order of magnitude and characteristics of potential long term future demand for participation in indoor ice related programs and activities and the demand for use of indoor ice in the municipal arena facilities.

A. *The 5-19 Years of Age Group (Children, Youth and Teens)*

The 5-19 years of age group is projected to experience a net decrease in size of 5% (representing 503 fewer individuals) during the 20 year period from 2016 to 2036 (Table 8.3). This projected population trend may result in a net reduction in the order of 5% in the number of total potential participants from among this age group by the year 2036.

Each age cohort within this market segment is projected to experience a net decrease for the 20 year period, however the magnitude of the decrease is projected to vary between the three age cohorts; the 5-9 years of age cohort is projected to experience the largest percentage decrease (8.5%) equal to a net decrease of 298 individuals over the 20 year time period.

**Table 8.3: Projected Age Composition of Children, Youth and Teens 5-19 Years of Age, 2016 - 2036**

| Age Group        | 2016   | 2021   | 5 Year Change | 2026   | 5 Year Change | 2031   | 5 Year Change | 2036   | 5 Year Change | 20 Year Change |
|------------------|--------|--------|---------------|--------|---------------|--------|---------------|--------|---------------|----------------|
| 5 to 9 years     | 3,500  | 3,556  | +2%           | 3,427  | -4%           | 3,270  | -5%           | 3,202  | -2%           | -9%            |
| 10 to 14 years   | 3,495  | 3,562  | +2%           | 3,733  | +5%           | 3,620  | -3%           | 3,426  | -5%           | -2%            |
| 15 to 19 years   | 3,835  | 3,525  | -8%           | 3,652  | +4%           | 3,831  | +5%           | 3,699  | -3%           | -4%            |
| <b>Sub-total</b> | 10,830 | 10,643 | -2%           | 10,812 | +2%           | 10,721 | -1%           | 10,327 | -4%           | -5%            |

The projected population growth trends for each age cohort within this target market group are projected to fluctuate during the 20 year period. The most significant fluctuation may occur between 2016-2021 among the 15-19 year age cohort when an 8% reduction in the number of individuals in this age group may be experienced. The size of the other age cohorts may fluctuate during each 5 year period however the magnitude in terms of both percentage change and total size may be less than 5% for each 5 year interval.

It is projected that the gender profile of this target market group and each of the 3 age cohorts will not change significantly during the period 2016-2036 (Table 8.4). The most noteworthy change will be a projected 11% reduction in the number of males in the 5-9 year cohort in 2036 compared to 2016; however the magnitude of this decrease represents in the order of only 201 males. It is concluded that these trends in the gender profile of this age group may not have a significant impact to the order or magnitude or the characteristics of potential future demand among this age group during the 20 year period from 2016 to 2036.

**Table 8.4: Projected Gender Composition of the City's Population 5-19 Years of Age, 2016-2036**

| Age Group        | 2016   |       |     |        |     | 2036   |       |     |        |     |
|------------------|--------|-------|-----|--------|-----|--------|-------|-----|--------|-----|
|                  | Total  | Male  |     | Female |     | Total  | Male  |     | Female |     |
| 5 to 9 years     | 3,500  | 1,825 | 52% | 1,665  | 48% | 3,202  | 1,624 | 51% | 1,578  | 49% |
| 10 to 14 years   | 3,495  | 1,770 | 51% | 1,720  | 49% | 3,426  | 1,768 | 52% | 1,658  | 48% |
| 15 to 19 years   | 3,835  | 2,005 | 52% | 1,830  | 48% | 3,699  | 1,921 | 52% | 1,778  | 48% |
| <b>Sub-Total</b> | 10,830 | 5,600 | 52% | 5,215  | 48% | 10,327 | 5,315 | 51% | 5,014  | 49% |

B. The 20 - 54 Years of Age Group (Adults)

The 20-54 years of age group is projected to increase in size by 4% or 1,337 individuals during the 20 year period from 2016 to 2036 (Table 8.5). The projected population trends may result in a net increase in the order of 4% in the number of total potential participants from among this age group by the year 2036.

**Table 8.5: Projected Age Composition Adults 20-54 Years of Age, 2016-2036**

| Age Group        | 2016          | 2021          | 5 Year Change | 2026          | 5 Year Change | 2031          | 5 Year Change | 2036          | 5 Year Change | 20 Year Change |
|------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| 20 to 24 years   | 4,535         | 3,900         | -14 %         | 3,700         | -5%           | 3,842         | +4%           | 3,984         | +4%           | -12%           |
| 25 to 29 years   | 4,185         | 4,654         | +11%          | 4,225         | -9%           | 4054          | -4%           | 4,131         | +2%           | -1%            |
| 30 to 34 years   | 4,065         | 4,315         | +6%           | 5,024         | +16%          | 4,630         | -8%           | 4,382         | -5%           | +8%            |
| 35 to 39 years   | 4,005         | 4,155         | +4%           | 4,585         | +10%          | 5,314         | +16%          | 4,863         | +9%           | +21%           |
| 40 to 44 years   | 4,005         | 4,072         | +2%           | 4,344         | +7%           | 4,789         | +10%          | 5,472         | +14%          | +37%           |
| 45 to 49 years   | 4,395         | 4,031         | -8%           | 4,189         | +4%           | 4,471         | +7%           | 4,882         | +9%           | +11%           |
| 50 to 54 years   | 5,690         | 4,369         | -23%          | 4,085         | -7%           | 4,250         | 4%            | 4,503         | 6%            | -21%           |
| <b>Sub-total</b> | <b>30,880</b> | <b>29,496</b> |               | <b>30,152</b> |               | <b>31,350</b> |               | <b>32,217</b> |               | <b>4%</b>      |

Population growth trends will vary among the seven age cohorts within this market age group. The 20-24, 25-29 and the 50-54 year age cohorts may each experience a net decrease (although the magnitude of the decrease will vary with each age cohort). The 30-34, 35-39, and 45-49 year age cohorts may each experience a net increase (although the magnitude of increase will vary with each age cohort). The 40-44 year age cohort may experience the largest net increase, 37% (representing an additional 1,467 individuals).

Growth trends will fluctuate for each age cohort within this age group over the duration of the 20 year period except for the 40 to 44 year age cohort which is projected to experience an increase during each 5 year period, although the magnitude of the increase will vary. The most significant fluctuations may occur between 2021-2026 among the 30-34 year age cohort, between 2026-2031 among the 35 to 39 year age cohort, and between 2031-2036 among the 40-44 year age cohort. In each instance it is projected that the age cohort will experience an increase in size greater than 10%.

The gender profile of this age group in 2016 was comprised of a slightly greater number and percentage of females (51%) than males (49%). This difference represented 710 more females than males in 2016 (Table 8.6). The gender profile of this age group in 2036 is projected to be comprised of a slightly greater number and percentage of males (53%) than females (47%). This difference represents 1,874 more males than females in this age group in 2016. It is concluded that these trends in the gender profile of this age group may have a significant impact to the order or and the characteristics of potential future demand among this age group during the 20 year period from 2016 to 2036, namely that the 4% increase in the number of potential total participants from among this age group by the year 2036 may be comprised of significantly more male participants than female participants.

Table 8.6: Projected Gender Composition of the City's Population 20-54 Years of Age, 2016-2036

| Age Group      | 2016   |        |     |        |     | 2036   |        |     |        |     |
|----------------|--------|--------|-----|--------|-----|--------|--------|-----|--------|-----|
|                | Total  | Male   |     | Female |     | Total  | Male   |     | Female |     |
| 20 to 24 years | 4,535  | 2,345  | 52% | 2,190  | 48% | 3,984  | 2,129  | 53% | 1,856  | 47% |
| 25 to 29 years | 4,185  | 2,110  | 50% | 2,075  | 50% | 4,131  | 2,245  | 53% | 1,886  | 46% |
| 30 to 34 years | 4,065  | 1,980  | 49% | 2,090  | 51% | 4,382  | 2,334  | 54% | 2,049  | 46% |
| 35 to 39 years | 4,005  | 1,915  | 48% | 2,090  | 52% | 4,863  | 2,633  | 54% | 2,229  | 46% |
| 40 to 44 years | 4,005  | 1,920  | 48% | 2,085  | 52% | 5,472  | 2,896  | 53% | 2,576  | 47% |
| 45 to 49 years | 4,395  | 2,175  | 50% | 2,220  | 50% | 4,882  | 2,542  | 52% | 2,340  | 48% |
| 50 to 54 years | 5,690  | 2,640  | 46% | 3,045  | 54% | 4,503  | 2,267  | 50% | 2,236  | 50% |
| Sub total      | 30,880 | 15,085 | 49% | 15,795 | 51% | 32,217 | 17,046 | 53% | 15,172 | 47% |

C. The 55 - 64 Years of Age Group (Older Adults)

It is projected that this age group will experience a significant net decrease in size of 30% (representing 3,561 individuals) during the 20 year period from 2016 to 2036 (Table 8.7). This projected population trend may result in a net reduction in the order of 30% in the number of total potential participants from among this age group by the year 2036.

Each of the two age cohorts within this target market segment is projected to experience a net decrease for the 20 year period, however the percentage and magnitude of the decrease is projected to vary between the age cohorts.

Table 8.7: Projected Age Composition - The Older Adult Market Age Group 55-64 Years of Age, 2016-2036

| Age Group      | 2011   | 2016   | 2021   | 5 Year Change | 2026  | 5 Year Change | 2031  | 5 Year Change | 2036  | 5 Year Change | 20 Year Change |
|----------------|--------|--------|--------|---------------|-------|---------------|-------|---------------|-------|---------------|----------------|
| 55 to 59 years | 5,815  | 6,330  | 5,585  | -12%          | 4,350 | -22%          | 4,081 | -6.2%         | 4,224 | +4%           | -33%           |
| 60 to 64 years | 5,275  | 5,470  | 6,142  | +12%          | 5,479 | -11%          | 4,292 | -22%          | 4,015 | -7%           | -27%           |
| Sub-total      | 11,090 | 11,800 | 11,727 | -1%           | 9,829 | -16%          | 8,373 | -15%          | 8,239 | -2%           | -30%           |

The gender profile of this age group in 2016 was comprised of a slightly greater number and percentage of females (52%) than males (48%). This difference represented 495 more females than males in 2016 (Table 8.8). The gender profile of this age group in 2036 is projected to be comprised of a slightly greater number and percentage of females (51%) than males (49%). However this difference is of minimal significance in terms of impact on the potential demand for participation in indoor ice related activities as it represents only 137 more females than males. It is concluded that these trends in the gender profile of this age group will not have a significant impact to the order of magnitude or the characteristics of potential future demand among this age group during the 20 year period from 2016 to 2036.

Table 8.8: Projected Gender Composition of the City's Population 55-64 Years of Age, 2016-2036

| Age Group      | 2016   |       |     |        |     | 2036  |       |     |        |     |
|----------------|--------|-------|-----|--------|-----|-------|-------|-----|--------|-----|
|                | Total  | Male  |     | Female |     | Total | Male  |     | Female |     |
| 55 to 59 years | 6,330  | 2,990 | 47% | 3,335  | 53% | 4,224 | 2,097 | 50% | 2,127  | 50% |
| 60 to 64 years | 5,470  | 2,660 | 49% | 2,810  | 51% | 4,015 | 1,954 | 49% | 2,061  | 51% |
| Sub-total      | 11,800 | 5650  | 48% | 6145   | 52% | 8,239 | 4,051 | 49% | 4,188  | 51% |

8.3.4 Implications of Demographic Trends to Potential Demand for Participation in Indoor Ice Related Programs and Activities Accommodated in Municipal Indoor Ice Pads

The demographic trends projected for the city's population from 2016 to 2036 associated with the total size of the population and the age and gender composition of the population may have the following implications associated with potential future demand for participation in indoor ice related programs and activities accommodated in the municipal indoor ice pads.

(a) *Children, Youth and Teens 5-19 Years of Age*

The projected population trends may result in a 5% reduction in the number of total potential participants from among this age group from 2016 to 2036. It is also concluded that trends in the gender profile of this age group may not have a significant impact to the order or the characteristics of potential future demand among this age group during the 20 year period from 2016 to 2036.

If the rate of participation in the indoor ice related programs and activities accommodated on municipal ice pads among this age group remain constant at the 2016 rate for the duration of the 20 year period, it is projected that there may be a net decrease in the order of magnitude of 5-6% of registered participants from among this age group representing in the order of 160 fewer participants in 2036 compared to 2016 (Table 8.9).

Table 8.9: Estimated Number of Registered Participants 5-19 Years of Age - 2016 - 2036

|  | 2016   | 2021   | 2026   | 2031   | 2036   |
|--|--------|--------|--------|--------|--------|
| Children, Youth and Teens 5-19 Years of Age  | 10,830 | 10,643 | 10,812 | 10,721 | 10,327 |
| Estimated Number of Registered Participants in Indoor Ice Programs and Activities Accommodated on Municipal Ice Pads | 2,745  | 2,660  | 2,705  | 2,680  | 2,585  |

(b) *Adults 20-54 Years of Age*

The projected population trends may result in a 4% increase in the number of total potential participants from among this age group from 2016 to 2036. It is also concluded that trends in the gender profile of this age group may have a significant impact to the characteristics of potential future demand among this age group during the period from 2016 to 2036, namely that the projected 4% increase in the number of total potential participants from among this age group by the year 2036 may be comprised of significantly more males than females.

If the rate of participation in the indoor ice related programs and activities accommodated on municipal ice pads among this age group remain constant at the 2016 rate for the duration of the 20 year period it is projected that there may be a net increase in the order of 9% of registered participants from among this age group representing in the order of 110 additional participants in 2036 compared to 2016 (Table 8.10).

**Table 8.10: Estimated Number of Registered Participants 20-54 Years of Age, 2016-2036**

|   | 2016   | 2021   | 2026   | 2031   | 2036   |
|---|--------|--------|--------|--------|--------|
| <b>Adults 20 - 54 Years of Age</b>  | 30,880 | 29,496 | 30,152 | 31,350 | 32,217 |
| <b>Estimated Number of Registered Participants in Indoor Ice Programs and Activities Accommodated on Municipal Ice Pads</b> | 1,180  | 1,180  | 1,205  | 1,255  | 1,290  |

(c) *Older Adults 55-64 Years of Age*

The projected population trends may result in a 30% decrease in the number of total potential participants from among this age group from 2016 to 2036. It is also concluded that trends in the gender profile of this age group will not have a significant impact to the order of magnitude or the characteristics of potential future demand among this age group during the period from 2016 to 2036.

If the rate of participation in the indoor ice related programs and activities accommodated on municipal ice pads for this age group remain constant at the 2016 rate for the duration of the 20 year period it is projected that there may be a net decrease in the order of 24% of registered participants from among this age group representing in the order of 53 fewer participants in 2036 compared to 2016 (Table 8.11).

**Table 8.11: Estimated Number of Registered Participants 55-64 Years of Age, 2016-2036**

|   | 2016   | 2021   | 2026  | 2031  | 2036  |
|---|--------|--------|-------|-------|-------|
| <b>Older Adults 55 - 64 Years of Age</b>  | 11,800 | 11,727 | 9,829 | 8,373 | 8,239 |
| <b>Estimated Number of Registered Participants in Indoor Ice Programs and Activities Accommodated on Municipal Ice Pads</b> | 218    | 235    | 197   | 168   | 165   |



## 8.4 Short Term Future Additional Demand - 5 Years (2021)

### 8.4.1 Introduction

This section presents an analysis of potential additional demand identified by the municipal ice user groups that participated in the research for the next five years to 2021.

### 8.4.2 Registration in Current Programs During the Next 3-4 Years

Four municipal ice user groups projected an increase in the number of participants in their programs during the short term future:

- The Sault Ringette Club promoted their programs last year to children up to 4 years of age, which resulted in an increase in the number of participants and a waiting list of 15 potential additional participants. The Club has continued to promote their programs to this age group and project that participation will increase by another 15 participants next year. It is also likely that some if not all of the additional participants from last year will continue to play in the Club's programs within the next 3-4 years, advancing in skill level each year, which may result in an increase in the number of participants/teams by at least one team in subsequent levels of the Club's programs each year during the short term future. Approximately 7 additional hours of prime time ice per week for the full ice season will be required for this group to accommodate 5 additional teams in the short term future (the Bunny program will only require 1 hour of prime time ice per week, whereas the other programs will each require 2 hours of prime time ice per week).
- The number of participants in the Women's Hockey League has increased 7-9% per year during the past five years. The League has indicated that participation in their program has increased every year since the league's inception in 2001. The League predicts that participation will continue to increase within the next 3-4 years, but despite recent trends, they predicted a more modest rate of growth of 4-5% per year and a requirement for an additional 3 hours of ice time in total in the short term future to accommodate the potential growth. If the number of participants in the League does increase by 4-5% in the next 3-4 years, this represents an increase of approximately one team per year. Approximately 3 additional hours of prime time ice per week for the full ice season will be required for this group to accommodate 3-4 additional teams in the short term future.

Many of the new participants in the Women's Hockey League each year are beginners with little or no skating/hockey skills. The League offers clinics to teach skating and hockey skills to beginners and those who want to increase their level of play. The League has not been able to increase the number of clinics in the past five years due to the lack of unused prime time ice in the city. Sometimes the League is not able to obtain the prime time ice required to operate their current clinics. Approximately 3 additional hours of prime time ice per week for 8 weeks in September, October and November will be required for this group to provide clinics for 60 participants (20 in each of the 3 skill levels) in the fall.

- Golden Stick Hockey is a pick-up hockey group for older adults/seniors, with two teams. The group has received numerous requests over the past few years from residents who want to participate with their group because these residents are older adults or seniors who are no longer able to play league based hockey, or are residents in their mid-30's and older who are no longer interested in playing with younger adults in a league setting. Although the group does not keep track of exactly how many potential participants have approached them (since they are not able to obtain additional prime time ice for their current programs, they have never seriously considered the requests from potential additional participants), they perceive that it could be approximately 24 persons, enough for two more teams. The group was not able to estimate how much additional ice time they would require to accommodate two more teams. The group currently has two teams and uses 2 hours of prime time ice per week for their games. It could be assumed that

2 additional hours of prime time ice per week all season in the short term future would be required to accommodate two additional teams.

- The Lake Superior Figure Skating Club projected that the number of participants in two of their programs may decrease within the short term future. Participation in the Pre-Canskate program may decrease due to additional learn to skate opportunities being provided by other ice user groups in the city. Participation in the Starskate Junior Star program may decrease as indoor ice rental fees increase (these costs are passed down to participants). However, regardless of these potential decreases in participation the Club will continue to require the quantity of ice time that they currently use as it is the minimum quantity they require to provide all of their programs.
- The other municipal ice user groups predicted that registration in their programs would remain stable or fluctuate insignificantly over the short term future. Minor variations in registrations among these groups would not impact their ice time requirements. None of the municipal ice user groups expected to cancel any of their existing programs in the short term future.

8.4.4 Total Short Term Future Additional Demand

There is short term future additional demand for 12 hours of prime time ice per week all season, and 3 hours of prime time ice per week for 8 weeks in the fall associated with municipal ice pads in Sault Ste. Marie (Table 8.12). The majority of short term future additional demand originates from users that provide female hockey and ringette programs.

**Table 8.12 Short Term Future Additional Ice Time Demand per Week in Sault Ste. Marie, Winter Season 2016/17 to 2020/21**

| User/Use                                 | Program/Activity  | Short Term Future Additional Ice Time Demand per Week |                | Season                                  |
|--|---|---|----------------|---|
|  |   | Prime Time  | Non-Prime Time |   |
| Women’s Hockey League                    | Increased number of games and practices                           | 3.0   |                | All season                              |
| Women’s Hockey League                    | Increased number of fall and summer clinics for skill development | 3.0   |                | 8 weeks during Sept., Oct., Nov.        |
| Sault Ringette Club                      | Bunny program (increase from 4 teams to 6)                        | 1.0   |                | All season                              |
|  | Junior program (increase from 3 teams to 4)                       | 2.0   |                | All season                              |
|  | Intermediate program (increase from 3 teams to 4)                 | 2.0   |                | All season                              |
|  | JBO/senior program (increase from 3 teams to 4)                   | 2.0   |                | All season                              |
| Golden Stick Hockey                      | Pick-up hockey for seniors  | 2.0   |                | All season                              |
| <b>Total Prime Time - All Season</b>     |   | <b>12.0</b>   |                | <b>All season</b>                       |
| <b>Total Prime Time - Partial Season</b> |   | <b>3.0</b>  |                | <b>8 weeks during Sept., Oct., Nov.</b> |

## 8.5 Long Term Future Additional Demand - 2036

### 8.5.1 Introduction

There are two approaches commonly used in projecting potential long term participation in indoor ice related programs and activities and associated demand for utilization of indoor ice time:

- *Local Age Based Participation Rate Based Projections:* In this approach the projection of the estimated number of potential future participants in indoor ice related programs and activities is derived by applying current local age based participation rates to the projected future population in selected age groups adjusted to reflect the impact of any significant national and provincial trends in activity participation. This approach identifies any changes in the potential future number of participants compared to the current number of participants in each age group. The impact of any projected changes in the number of potential future participants on the long term future demand for indoor ice time accommodated in municipal indoor arenas can then be established.
- *Facility Provision Standards:* This approach involves the application of a facility provision standard for municipal indoor ice pads based on the population of the major users of indoor ice facilities (i.e. children, youth and teens 5-19 years of age).

The following applies both approaches to the results of the analysis undertaken as documented in this report.

### 8.5.2 Age Based Projections of Potential Long Term Future Participant Levels

#### A. *Demand for Ice Time Among the 5-19 Year Age Group*

Applying the number of resident participants to the population of the city in 2016 that were 5-19 years of age results in a participation rate among this age group of 25%. The analysis noted that this rate of participation is relatively high compared to provincial averages that tend to be 20%. However given that there are additional participants associated with the municipal ice user groups that did not respond to the user group survey that have not been included in this calculation, it is regarded as an accurate reflection of the minimum local rate of participation among this age group. It should also be noted that it does not reflect the projected current unmet additional demand for participation in the programs and activities of the municipal ice users as identified during the analysis of current additional demand.

Provincial and national leisure and social trends indicate that participation in ice related programs and activities among the 5-19 year age group may remain stable or decrease marginally in the future, therefore any potential change in future demand associated with participation in indoor ice related programs and activities will be affected by the implication of projected future population trends, most notably the future age composition of the population.

The projected population trends for this age group suggest that there may be a 5% net decrease in the total size of this age group from 2016 to 2036. It was also concluded that trends in the gender profile of this age group may not have a significant impact to the order or magnitude or characteristics of potential future demand among this age group during the 20 year period from 2016 to 2036. If the rate of participation in the indoor ice related programs and activities accommodated on municipal ice pads among this age group remain constant at the 2016 rate for the duration of the 20 year period, it is projected that there

may be a net decrease in the order of 5-6% of registered participants from among this age group representing in the order of 160 fewer participants in 2036 compared to 2016 (Table 8.13).

**Table 8.13: Estimated Number of Registered Participants 5-19 Years of Age, 2016-2036**

|   | 2016   | 2021   | 2026   | 2031   | 2036   |
|---|--------|--------|--------|--------|--------|
| <b>Number of Children, Youth and Teens 5-19 Years of Age</b>  | 10,830 | 10,643 | 10,812 | 10,721 | 10,327 |
| <b>Estimated Number of Registered Participants In Indoor Ice Programs and Activities Accommodated on Municipal Ice Pads</b> | 2,745  | 2,660  | 2,705  | 2,680  | 2,585  |

Application of a potential 5-6% decrease in the number of participants 5-19 years of age among the programs provided specifically to children, youth and teens by ice user groups utilizing municipal ice pads indicates that only one program may be negatively impacted by the projected potential decrease in the number of participants from among this age group. The number of participants in the Soo Pee Wee Hockey League’s Novice Minor program may decrease such that there may be one less team in that level of play by 2036; as a result, Soo Pee Wee Hockey may require 3 less hours of prime time ice per week throughout the season for that specific program.

The ice time demand among other ice user groups that provide indoor ice related programs for children, youth and teens utilizing municipal ice pads may be only marginally affected during the time period 2021-2036 by the projected decrease in the total number of participants.

*B. Demand for Ice Time Among the 20-54 Year Age Group*

Applying the number of resident participants to the population of the city in 2016 that was 20-54 years of age results in a participation rate among this age group of 4%. The analysis noted that this rate of participation is relatively typical of provincial averages that tend to be 4-5%. Given that there are additional participants associated with the municipal ice user groups that did not respond to the user group survey that have not been included in this calculation, it is regarded as an accurate reflection of the minimum local rate of participation among this age group. It should also be noted that it does not reflect the projected current unmet additional demand for participation in the programs and activities of the municipal ice users as identified during the analysis of current additional demand.

Provincial and national leisure and social trends indicate that participation in ice related programs and activities among the 20-54 year age group may remain stable or increase marginally in the future, therefore any potential change in future demand associated with participation in indoor ice related programs and activities will be affected by the implication of projected future population trends, most notably the future age composition of the population.

The projected population trends suggest that there may be a 4% net increase in the total size of this age group from 2016 to 2036. It was also concluded that trends in the gender profile of this age group may have a significant impact to the characteristics of potential future demand among this age group during the period from 2016 to 2036, namely that the projected 4% increase in the size of this age group by the year 2036 may be comprised of significantly more males than females. If the rate of participation in the indoor ice related programs and activities accommodated on municipal ice pads among this age group remain constant at the 2016 rate for the duration of the 20 year period it is projected that there may be a net increase in the order of 9% of registered participants from among this age group representing in the order of 110 additional participants in 2036 compared to 2016 (Table 8.14).

**Table 8.14: Estimated Number of Registered Participants 20-54 Years of Age, 2016-2036**

|   | 2016   | 2021   | 2026   | 2031   | 2036   |
|---|--------|--------|--------|--------|--------|
| <b>Number of Adults 20-54 Years of Age</b>  | 30,880 | 29,496 | 30,152 | 31,350 | 32,217 |
| <b>Estimated Number of Registered Participants In Indoor Ice Programs and Activities Accommodated on Municipal Ice Pads</b> | 1,180  | 1,180  | 1,205  | 1,255  | 1,290  |

Application of a potential 9% increase (representing 110 additional participants) in the total number of participants 20-54 years of age among the programs and activities provided specifically for adults by ice user groups accommodated on municipal ice pads indicates that a number of programs may be impacted. The number of adult participants in the programs provided by the Women’s Hockey League, the Steel City Merchants and the Soo Hockey League may increase such that each group may have sufficient additional participants to provide one additional hockey team by 2036; as a result, each group may require an additional 2 hours of prime time ice per week (for a total of 6 hours per week) throughout the season.

The ice time demand among other ice user groups that provide indoor ice related programs for adults 20-54 years of age utilizing municipal ice pads may be only marginally affected during the time period 2021-2036 by the projected increase in the total number of participants.

*C. Demand for Ice Time Among the 55-64 Year Age Group*

Applying the number of resident participants to the population of the city in 2016 that was 55-64 years of age (11,800) results in a participation rate among this age group of 2%. The analysis noted that this rate of participation was lower than provincial averages that tend to be 4-5%. Given that there are additional participants associated with the municipal ice user groups that did not respond to the user group survey that have not been included in this calculation, it is regarded as an accurate reflection of the minimum local rate of participation among this age group. It should also be noted that it does not reflect the projected current unmet additional demand for participation in the programs and activities of the municipal ice users as identified during the analysis of current additional demand.

Provincial and national leisure and social trends indicate that participation in ice related programs and activities among the 55-64 year age group may remain stable or increase marginally in the future, therefore any potential change in future demand associated with participation in indoor ice related programs and activities will be affected by the implication of projected future population trends, most notably the future age composition of the population.

The projected population trends suggest that there may be a 30% net decrease in the total size of this age group from 2016 to 2036. It was also concluded that trends in the gender profile of this age group may not have a significant impact to the order of magnitude or the characteristics of potential future demand among this age group during the period from 2016 to 2036. If the rate of participation in the indoor ice related programs and activities accommodated on municipal ice pads for this age group remain constant at the 2016 rate for the duration of the 20 year period, it is projected that there may be a net decrease in the order of 24% of registered participants from among this age group representing in the order of 53 fewer participants in 2036 compared to 2016 (Table 8.15).

Table 8.15: Estimated Number of Registered Participants 55-64 Years of Age, 2016-2036

|   | 2016   | 2021   | 2026  | 2031  | 2036  |
|---|--------|--------|-------|-------|-------|
| <b>Number of Older Adults 55- 64 Years of Age</b>   | 11,800 | 11,727 | 9,829 | 8,373 | 8,239 |
| <b>Estimated Number of Registered Participants In Indoor Ice Programs and Activities Accommodated on Municipal Ice pads</b> | 218    | 235    | 197   | 168   | 165   |

Application of a potential 24% decrease in the number of participants (representing in the order of 53 fewer participants) 55-64 years of age among the programs and activities provided specifically for older adults by ice user groups accommodated on municipal ice pads indicates that a number of programs may be impacted by the projected population decrease and an associated potential decrease in the number of older adult/senior participants.

The number of older adult/senior participants in the programs provided by four groups may decrease such that in total the groups may lose the equivalent of 5 hockey teams by 2036 (the Women’s Hockey League - 2 teams, the Soo Water Tower Oldtimers - 1 team, Flyers Hockey - 1 team, and Retirees of Algoma - 1 team); as a result, each of these four groups may require less ice time per week throughout the season for a total of 5 hours of prime time ice and 2 hours of non-prime time ice (the Women’s Hockey League - 4 hours of prime time ice, Soo Water Tower Oldtimers - 1 hour of prime time ice, Flyers Hockey - 1 hour of non-prime time ice, and Retirees of Algoma - 1 hour of non-prime time ice).

The ice time demand among other ice user groups that provide indoor ice related programs for older adults 55-64 years of age utilizing municipal ice pads may be only marginally affected during the time period 2021-2036 by the projected decrease in the total number of participants.

*D. Summary of the Potential Long Term Demand for Ice Time Among the 5-19, 20-54 and 55-64 Year Age Groups*

Based on population projections for the three age groups (5-19 years of age, 20-54 years of age, and 55-64 years of age), and ice related activity participation trends documented in earlier sections of this report, it is concluded that over the next twenty years the demand for prime time ice may decrease overall by a total of 2 hours per week throughout the ice season and the demand for non-prime time ice may also decrease overall by a total of 2 hours per week throughout the ice season.

**8.5.3 Demand For Ice Time Based on Facility Provision Standards**

*(a) Facility Provision Based on Registered Participants 5-19 Years of Age*

A review of indoor ice pad facility provision standards commonly in use among Ontario municipalities indicate that the facility provision standard of one municipal indoor ice pad for every 400 child, youth and teen (5-19 years of age) registered participants in ice related activities is a industry benchmark. Applying this standard to the population of Sault Ste. Marie in the 5-19 year age cohort that are currently registered participants in indoor ice related programs and activities accommodated specifically on municipal indoor ice pads (2,745) and a local participation rate of 25%, there should be 6.9 municipal ice pads provided.

There are currently 4 municipal indoor ice pads provided in the city that are used primarily for children, youth and teens. The non-municipal Soo Pee Wee

Arena also primarily accommodates children, youth and teen participants, and these participants make use of both the Soo Pee Wee Arena and the municipal ice pads. This suggests that if the Soo Pee Wee Arena was included as part of the current supply of municipal indoor ice pads, the provision of a an additional municipal indoor ice pad would be required to achieve the facility provision standard of 1 indoor ice pad/400 registered participants 5-19 years of age.

The population of the city in the 5-19 year age group is projected to decrease by 5% in the next twenty years, to a total of 10,327 children, youth and teens. Assuming the rate of participation in indoor ice related programs and activities among this age group remains constant over the long term future at the 2016 rate (25%), there may be a total of 2,585 participants in indoor ice related programs and activities specifically associated with municipal indoor ice pad facilities among 5-19 year age group in 2036. If the Soo Pee Wee Arena is included as part of the municipal indoor ice pad supply, this indicates that the provision of a additional municipal indoor ice pad would be required to achieve the facility provision standard of 1 indoor ice pad/400 registered participants 5-19 years of age throughout the time period 2021 to 2036 (Table 8.16).

**Table 8.16: Facility Provision Standard of 1 Municipal Ice Pad/400 Registered Participants 5-19 Years of Age, 2016-2036**

|   | 2016   | 2021   | 2026   | 2031   | 2036   |
|---|--------|--------|--------|--------|--------|
| <b>Number of Children, Youth and Teens 5-19 Years of Age</b>  | 10,830 | 10,643 | 10,812 | 10,721 | 10,327 |
| <b>Estimated Number of Registered Participants Accommodated on Municipal Ice Pads</b>   | 2,745  | 2,660  | 2,705  | 2,680  | 2,585  |
| <b>Number of Municipal Indoor Ice Pads Required to Achieve the Facility Provision Standard of 1/400 Registered Participants 5-19 Years of Age</b> | 6.9    | 6.7    | 6.8    | 6.7    | 6.5    |

**8.5.4 Municipal Benchmarks - Provision of Municipal Indoor Ice Pads**

Comparing the level of ice pad provision among municipalities is a common research activity during the planning of these types of facilities. However caution must be used in the interpretation of the results and the formulation of any conclusions based on such a comparison since many factors can influence the provision of indoor ice pads in a municipality. The demand for and provision of these types of facilities are significantly influenced by local trends and historical practices including those that impact demand: age and gender composition, population growth trends, ice related activity opportunities and cost, the opportunity to participate in alternative sports and recreation activities, the nature and quality of the ice facilities provided, etc.

The following compares the proposed level of municipal indoor ice pad provision in Sault Ste. Marie based on the demand analysis presented in this report to two types of municipal benchmarks: the provision of municipal indoor ice pads based on the total population of a municipality and the provision of municipal indoor ice pads based on the total population of the municipality that is between the ages of 5-19. Neither of these approaches is considered more informative or meaningful compared to the standard based on the number of registered participants between the ages of 5-19 years of age as previously discussed.

(a) *The Provision of Municipal Indoor Ice Pads Based on the Total Population of a Municipality*

The demand analysis concluded that there was current and long term demand for the provision of 6 municipal indoor ice pads in Sault Ste. Marie. The analysis assumed that the Soo Pee Wee Arena acted as a quasi-municipal ice pad in terms of accommodating demand for participation in indoor ice related programs and activities given the overlap in use between the Soo Pee Wee Arena and municipal ice pads specifically among participants 5-19 years of age. The recommended level of provision of 6 municipal indoor ice pads expressed as a function of the total population of the city results in a proposed level of service for the period to 2036 of 1 municipal indoor ice pad/12,335 total population (Table 8.17).

**Table 8.17: Recommended Level of Provision of Municipal Indoor Ice Pads in Sault Ste. Marie Based On Total Municipal Population**

|   | 2016     | 2021     | 2026     | 2031     | 2036     |
|---|----------|----------|----------|----------|----------|
| <b>Total Population</b>   | 73,368   | 72,953   | 74,001   | 74,934   | 74,765   |
| <b>Estimated Number of Municipal Indoor Ice Pads Required to Accommodate Demand</b> | 6        | 6        | 6        | 6        | 6        |
| <b>Municipal Indoor Ice Pads/1,000 Population</b>                                   | 1/12,228 | 1/12,158 | 1/12,334 | 1/12,489 | 1/12,461 |

Table 8.18 lists data for 10 Ontario municipalities showing the current (2016) level of provision of municipal ice pads, their total population and the supply of municipal indoor ice pads expressed as a ratio of total population. It should be noted that a few of these municipalities (including Sarnia and Peterborough) are currently or have recently undertaken studies associated with the provision of municipal indoor ice pads and as a result their future provision levels may change. The recommended level of provision of municipal indoor ice pads (average 1/12,335 total population) proposed for Sault Ste. Marie is comparable to that in the municipalities of Belleville, Sarnia, Waterloo, Whitby and Oshawa.

**Table 8.18: Current Level of Provision of Municipal Indoor Ice Pads Based on Total Municipal Population - Selected Ontario Municipalities**

| Municipality | Base Population | Number of Municipal Ice Pads | Ratio of Supply of Municipal Ice Pads/1,000 Total Population |
|--------------|-----------------|------------------------------|--|
| Timmins      | 43,165          | 4                            | 1:10,791   |
| Belleville   | 49,459          | 4                            | 1:12,364   |
| North Bay    | 53,651          | 4                            | 1:13,413   |
| Sarnia       | 72,366          | 6                            | 1:12,061   |
| Peterborough | 78,698          | 6                            | 1:13,116   |
| Milton       | 95,879          | 6                            | 1:15,980   |
| Waterloo     | 98,780          | 8                            | 1:12,348   |
| Thunder Bay  | 108,359         | 8                            | 1:13,545   |
| Whitby       | 122,022         | 10                           | 1:12,202   |
| Oshawa       | 149,607         | 12                           | 1:12,467   |



(b) *The Provision of Municipal Indoor Ice Pads Based on Total Population 5-19 Years of Age*

The demand analysis concluded that there was current and long term demand for the provision of 6 municipal indoor ice pads. The analysis assumed that the Soo Pee Wee Arena acted as a quasi-municipal ice pad in terms of accommodating demand for participation in indoor ice related programs and activities given the overlap in use between the Soo Pee Wee Arena and municipal ice pads specifically among participants 5-19 years of age. The recommended level of provision of 6 municipal indoor ice pads expressed as a function of the total population of the city between the ages of 5-19 years of age results in a proposed level of service for the time period to 2036 of 1 municipal indoor ice pad/1,778 total residents 5-19 years of age (Table 8.19).

**Table 8.19: Recommended Level of Provision of Municipal Indoor Ice Pads in Sault Ste. Marie Based on Total Municipal Population 5-19 Years of Age**

|   | 2016   | 2021   | 2026   | 2031   | 2036   |
|---|--------|--------|--------|--------|--------|
| <b>Number of Children, Youth and Teens 5-19 Years of Age</b>                        | 10,830 | 10,643 | 10,812 | 10,721 | 10,327 |
| <b>Estimated Number of Municipal Indoor Ice Pads Required to Accommodate Demand</b> | 6      | 6      | 6      | 6      | 6      |
| <b>Municipal Indoor Ice Pads/Total Population 5- 19 Years of Age</b>                | 1,805  | 1,774  | 1,802  | 1,787  | 1,721  |

Table 8.20 lists data for 10 Ontario municipalities showing the current (2016) level of provision of municipal ice pads, their total population and the supply of municipal indoor ice pads expressed as a ratio of total population 5-19 years of age. It should be noted that a few of these municipalities (including Sarnia and Peterborough) are currently or have recently undertaken studies associated with the provision of municipal indoor ice pads and as a result their future provision levels may change. The recommended level of provision of municipal indoor ice pads of 1 municipal indoor ice pad/1,778 total residents 5-19 years of age proposed for Sault Ste. Marie is comparable to that currently in the municipalities of Timmins and Sarnia.

**Table 8.20: Current Level of Provision of Municipal Indoor Ice Pads Based on Total Municipal Population 5-19 Years of Age - Selected Ontario Municipalities**

| <b>Municipality</b> | <b>Base Population</b> | <b>Number of Municipal Ice Pads</b> | <b>Ratio of Supply of Municipal Ice Pads - Children, Youth and Teen Population (5-19 Years Of Age)</b> |
|---------------------|------------------------|-------------------------------------|--|
| Timmins             | 43,165                 | 4                                   | 1:1,779  |
| Belleville          | 49,459                 | 4                                   | 1:2,069  |
| North Bay           | 53,651                 | 4                                   | 1:2,253  |
| Sarnia              | 72,366                 | 6                                   | 1:1,974  |
| Peterborough        | 78,698                 | 6                                   | 1:2,098  |
| Milton              | 95,879                 | 6                                   | 1:2,793  |
| Waterloo            | 98,780                 | 8                                   | 1:2,377  |
| Thunder Bay         | 108,359                | 8                                   | 1:2,056  |
| Whitby              | 122,022                | 10                                  | 1:2,727  |
| Oshawa              | 149,607                | 12                                  | 1:2,226  |

**SECTION 9.0 - SUMMARY OF PROJECTED DEMAND FOR MUNICIPAL INDOOR ICE TIME AND MUNICIPAL INDOOR ICE PADS**

**9.1 Introduction**

This section presents a summary of the demand for municipal ice time based on the analysis documented in the previous sections of this report. The implication of the projected demand in terms of utilization of existing municipal ice pads as well as the requirement for municipal ice pads in the future to accommodate the projected demand is also presented.

**9.2 Summary of Ice Time Demand Analysis**

**9.2.1 Total Current Demand**

The analysis determined current demand for indoor ice time on municipal ice pads associated with two categories of demand: typical weekly demand and demand associated with special events.

➤ *Typical Weekly Demand*

Existing municipal ice user groups typically utilize a total of 265 hours of prime time ice and 54 hours of non-prime time ice each week on the municipal indoor ice pads. Public skating activities provided by the Municipality typically utilize 2.5 hours of prime time and 12 hours of non-prime time ice each week on municipal indoor ice facilities. This results in a total current demand for 267.5 hours of prime time ice each week and 66 hours of non-prime time ice each week (Table 9.1).

**Table 9.1: Total Current Demand - Municipal Indoor Ice Pads, 2016/17**

| Type                      | Typical Weekly Demand               | Special Events (40)                      |
|---------------------------|-------------------------------------|--|
| <b>Prime Time Ice</b>     | 267.5 hours of prime time ice/week  | 1,522 hours of prime time in total       |
| <b>Non-Prime Time Ice</b> | 66 hours of non-prime time ice/week | 495 hours of non-prime time ice in total |

This is the portion of current demand for indoor ice time in Sault Ste. Marie that is accommodated on the municipal indoor ice pads. However it does not represent the "total" demand for indoor ice time in the city. Current demand for indoor ice time in Sault Ste. Marie also includes:

- Demand associated with municipal ice user groups that also use indoor ice time in the non-municipal arenas in the city (Soo Pee Wee Arena and the Rankin Arena) to meet their requirements for indoor ice time that cannot be accommodated on municipal ice pads in the city, and/or to make up for a portion of their allocated municipal ice time that is displaced due to the hosting of special events on the municipal ice pads. The amount of ice time this use represents is unknown as neither the user groups nor the non-municipal arena operators keep track of it. For some municipal ice user groups this use of non-municipal ice pads in the city is not an issue; however a number of groups would prefer to use ice on municipal ice pads if it were available.

- Demand associated with Soo Pee Wee Hockey's (a municipal ice user group) use of almost all of the prime time ice at the Soo Pee Wee Arena in addition to their use of municipal ice pads to accommodate their hockey program.
- Demand associated with ice users that do not make use of the municipal ice pads but use either the Soo Pee Wee Arena and/or the Rankin Arena to accommodate their indoor ice programs and activities.

This may represent in the order of a maximum of an additional 100 hours of prime time ice use per week in the city accommodated in the non-municipal arena facilities.

Municipal ice user groups also use ice time provided in non-municipal arenas located in the surrounding area (Desbarats Arena, Echo Bay Sportsplex in Ontario and the Taffy Abel Arena and the Pullar Community Centre in Michigan) to meet their requirements for indoor ice time that cannot be accommodated on municipal ice pads in the city and/or to make up for a portion of their allocated municipal ice time that is displaced due to the hosting of special events on the municipal ice pads. The amount of ice time this use represents is unknown as the arena operators do not keep track of it, however it is considered to be significant

➤ *Special Events*

In addition to the typical weekly demand, there is a significant current demand for use of the municipal indoor ice pads in Sault Ste. Marie for both ice related and non-ice related special events, in particular hockey tournaments. Approximately 40 special events were held on the municipal ice pads during the 2016/17 winter season; the number of special events held each month varied. Seven of these special events were non-ice related (i.e. concerts); although these special events do not use ice, they displace ice use and therefore for analysis purposes were included in the calculations of ice time demand and utilization. A total of 1,522 hours of prime time and 495 hours of non-prime time ice were used for the 40 special events during the 2016/17 winter season.

➤ *Age Composition of Current Demand*

The analysis of the age composition<sup>6</sup> of current demand for ice time on municipal ice pads identified that 83% of prime time ice use and 69% of non-prime time use on municipal ice pads was associated with participants 0-4 and 5-19 years of age. The analysis also identified the number of participants in registered indoor ice programs and activities (not including recreational skating) that utilize municipal indoor ice pads based on the participants' age to establish an estimate of local age based participation rates in indoor ice related programs and activities:

- It is estimated that during the 2016/17 ice season at least 2,744 participants in indoor ice related programs and activities accommodated in the municipal ice pads were residents of the city in the 5-19 years of age group (not including the Major Junior A Hockey teams). This represents a 25% participation rate in indoor ice related programs and activities accommodated in the municipal ice pads among this age group. This rate of participation is relatively high compared to provincial averages that tend to be 20%.

<sup>6</sup> Very few ice user groups had all of their participants in either the 19-54 or 55+ age groups; most had a mix of the two age groups. For the purposes of this analysis they were divided based on the age of the majority of their participants, or based on information obtained through follow-up interviews with the groups.

- It is estimated that during the 2016/17 ice season at least 1,180 participants in indoor ice related programs and activities accommodated in the municipal ice pads were residents of the city in the 20-54 years of age group. This represents a 4% participation rate in indoor ice programs and activities utilizing municipal indoor ice pads among this age group. This rate of participation is typical of provincial averages that tend to be 4-5%.
- It is estimated that during the 2016/17 ice season at least 218 participants in indoor ice related programs and activities accommodated in the municipal ice pads were residents of the city in the 55-64 years of age group. This represents a 2% participation rate in indoor ice programs and activities utilizing municipal indoor ice pads among this age group. This rate of participation is lower than provincial averages that tend to be 4-5%.

### 9.2.2 Additional Current Demand

The determination of additional current demand involved the analysis of nine (9) categories of potential additional demand for ice time. The analysis concluded that there was a significant amount of additional current demand for ice time associated with the municipal indoor ice pads. The analysis distinguished the nature of the identified additional current demand based on whether it was associated with "typical weekly demand" or associated with "special events". The additional current demand associated with "typical weekly demand" was categorized based on the duration of the demand as being either for a full season (37 weeks) or for a partial season (less than 37 weeks). This is an important consideration as the timing of additional current demand occurring for only a partial season requires specific scheduling of ice time allocations.

#### ➤ *Additional Current Demand - Typical Weekly Demand*

The analysis identified that the additional "typical weekly demand" for a "full season" totalled 83.75 hours of prime time ice per week (Table 9.2). It is important to note that 25% of this additional demand (representing 21 hours of prime time ice per week) is associated with the relocation of specific municipal ice user groups' current use of either the Rankin Arena or the Soo Pee Wee Arena to the municipal ice pads. The analysis identified that the "typical weekly demand" for a "partial season" included:

- 21 hours of prime time ice per week for 13 weeks
- 15 hours of prime time ice over two weeks in October
- 2 hours of prime time ice for 20 weeks (October to February)
- 6 hours of prime time ice on 5 weekends throughout October to February
- 3 hours of prime time ice per day, 5 times per season

**Table 9.2: Additional Current Demand - Typical Weekly Demand**

| Type of Ice Time                         | Additional Current Demand   |
|--|---|
| <b>Full Season Prime Time Ice</b>        | <ul style="list-style-type: none"> <li>• 83.75 hours of prime time ice/week, full season (37 weeks)</li> </ul>  |
| <b>Partial Season Prime Time Ice</b>     | <ul style="list-style-type: none"> <li>• 21 hours of prime time ice/week for 13 weeks</li> <li>• 15 hours of prime time ice over two weeks in October</li> <li>• 2 hours of prime time ice for 20 weeks (October to February)</li> <li>• 6 hours of prime time ice on 5 weekends throughout October to February</li> <li>• 3 hours of prime time ice/day, 5 times per season</li> </ul> |
| <b>Full Season Non-Prime Time Ice</b>    | <ul style="list-style-type: none"> <li>• No additional current demand identified</li> </ul>   |
| <b>Partial Season Non-Prime Time Ice</b> | <ul style="list-style-type: none"> <li>• 1 hour of non-prime time ice per week for 12-18 weeks</li> </ul>   |

➤ *Additional Current Demand - Special Events*

The analysis identified that there is current demand for an additional 173 hours of prime time ice and 99 hours of non-prime time ice during the season for 3 special events (Table 9.3). One of the additional special events is a provincial tournament (representing 132 hours of prime time and 72 hours of non-prime time) that would in all likelihood not be regularly hosted on an annual basis in Sault Ste. Marie. This tournament's ice time requirements represent 76% of the additional prime time demand and 73% of the additional non-prime time demand identified for special events. If the additional ice time demand associated with this special event is considered to be potentially unique or infrequent in nature (as opposed to occurring on an annual basis), the balance of identified additional demand would equal 37 hours of prime time ice and 27 hours of non-prime time ice occurring over one weekend in the spring and 4 hours of prime time ice occurring one weekend day in December.

**Table 9.3: Additional Current Demand - Special Events**

| Type of Ice Time   | Current Demand   | Current Additional Demand  |
|--|--|--|
| <b>Typical Weekly Demand-Full Season Prime Time Ice</b>        | • 267.5 hours of prime time ice/week                           | • 83.75 hours of prime time ice/week (37 weeks)  |
| <b>Typical Weekly Demand-Partial Season Prime Time Ice</b>     |  | <ul style="list-style-type: none"> <li>• 21 hours of prime time ice/week for 13 weeks</li> <li>• 15 hours of prime time ice over two weeks</li> <li>• 2 hours of prime time ice for 20 weeks (October to February)</li> <li>• 6 hours of prime time ice on 5 weekends throughout October to February</li> <li>• 3 hours of prime time ice/day, 5 times per season</li> </ul> |
| <b>Typical Weekly Demand-Full Season Non-Prime Time Ice</b>    | • 66 hours of non-prime time ice/week                          | • 1 hour of non-prime time ice/week for 12-18 weeks  |
| <b>Typical Weekly Demand-Partial Season Non-Prime Time Ice</b> |  |  |
| <b>Special Events-Prime Time Ice</b>                           | • 1,522 hours of prime time ice in total (40 special events)   | • 173 hours of prime time ice in total   |
| <b>Special Events-Non-Prime Time Ice</b>                       | • 495 hours of non-prime time ice in total (40 special events) | • 99 hours of non-prime time ice in total  |

9.2.3 Short Term Future Additional Demand - 5 Years (2021)

The research concluded that there is short term future additional demand for 12 hours of prime time ice per week all season, and 3 hours of prime time ice per week for 8 weeks in the fall associated with municipal ice pads in Sault Ste. Marie (Table 9.4).

**Table 9.4: Additional Current Demand and Short Term Future Additional Demand - 5 Years (2021)**

| Type of ice Time   | Current Demand   | Current Additional Demand  | Short Term Future Additional Demand - 5 Years (2021)         |
|--|--|--|--|
| <b>Typical Weekly Demand-Full Season Prime Time Ice</b>        | • 267.5 hours of prime time ice/week                           | • 83.75 hours of prime time ice/week all season  | • 12 hours of prime time ice/week all season                 |
| <b>Typical Weekly Demand-Partial Season Prime Time Ice</b>     |  | <ul style="list-style-type: none"> <li>• 21 hours of prime time ice/week for 13 weeks</li> <li>• 15 hours of prime time ice over 2 weeks</li> <li>• 2 hours of prime time ice for 20 weeks (October to February)</li> <li>• 6 hours of prime time ice on 5 weekends throughout October to February</li> <li>• 3 hours of prime time ice/day, 5 times per season</li> </ul> | • 3 hours of prime time ice per week for 8 weeks in the fall |
| <b>Typical Weekly Demand-Full Season Non-Prime Time Ice</b>    | • 66 hours of non-prime time ice/week                          | • 1 hour of non-prime time ice/week for 12-18 weeks  |  |
| <b>Typical Weekly Demand-Partial Season Non-Prime Time Ice</b> |  |  |  |
| <b>Special Events-Prime Time Ice</b>                           | • 1,522 hours of prime time ice in total (40 special events)   | • 173 hours of prime time ice in total   |  |
| <b>Special Events-Non-Prime Time Ice</b>                       | • 495 hours of non-prime time ice in total (40 special events) | • 99 hours of non-prime time ice in total  |  |

9.2.4 Long Term Future Demand - 2036

The analysis of potential long term future demand (to the year 2036) for ice time associated with the municipal indoor ice pads used 2 alternative techniques to establish potential future demand:

- Local age based participation rate projections were derived by applying current local age based participation rates to the projected future population in selected age groups (5-19 years of age, 20-54 years of age, and 55-64 years of age), adjusted to reflect the impact of any significant national and provincial trends in activity participation. This analysis concluded that by the year 2036 the demand for prime time ice may decrease overall by a total of 2 hours per week throughout the ice season and the demand for non-prime time ice may also decrease overall by a total of 2 hours per week throughout the ice season (Table 9.5).

Table 9.5: Additional Current Demand, Short Term Future Additional Demand - 5 Years (2021) and Long Term Future Demand (2036)

| Type of Ice Time   | Current Demand   | Current Additional Demand  | Short Term Future Additional Demand - 5 Years (2021)     | Long Term Future Demand (2036)                       |
|--|--|--|--|--|
| <b>Typical Weekly Demand-Full Season Prime Time Ice</b>        | • 267.5 hours of prime time ice/week                           | • 83.75 hours of prime time ice/week (37 weeks)  | • 12 hours of prime time ice/week (37 weeks)             | • net decrease of 2 hours of prime time ice/week     |
| <b>Typical Weekly Demand-Partial Season Prime Time Ice</b>     |  | <ul style="list-style-type: none"> <li>• 21 hours of prime time ice/week for 13 weeks</li> <li>• 15 hours of prime time ice over 2 weeks</li> <li>• 2 hours of prime time ice for 20 weeks (October to February)</li> <li>• 6 hours of prime time ice on 5 weekends throughout October to February</li> <li>• 3 hours of prime time ice/day, 5 times per season</li> </ul> | • 3 hours of prime time ice/week for 8 weeks in the fall |  |
| <b>Typical Weekly Demand-Full Season Non-Prime Time Ice</b>    | • 66 hours of non-prime time ice/week                          | • 1 hour of non-prime time ice/week for 12-18 weeks  |  | • net decrease of 2 hours of non-prime time ice/week |
| <b>Typical Weekly Demand-Partial Season Non-Prime Time Ice</b> |  |  |  |  |
| <b>Special Events-Prime Time Ice</b>                           | • 1,522 hours of prime time ice in total (40 special events)   | • 173 hours of prime time ice in total   |  |  |
| <b>Special Events-Non-Prime Time Ice</b>                       | • 495 hours of non-prime time ice in total (40 special events) | • 99 hours of non-prime time ice in total  |  |  |

- Facility provision standard projections involved the application of a facility provision standard for municipal indoor ice pads of 1 municipal indoor ice pad for every 400 child, youth and teen participant 5-19 years of age registered in indoor ice related programs and activities that specifically utilize municipal indoor ice pads. Applying this standard to the population in Sault Ste. Marie in the 5-19 year age group that are currently registered participants in indoor ice related programs and activities accommodated specifically on municipal indoor ice pads and a local participation rate of 25%, resulted in a requirement of 6.9 municipal ice pads to achieve the proposed facility provision standard. Applying the standard to the projected 2036 population of Sault Ste. Marie in the 5-19 year age group that is projected to be registered participants in indoor ice related programs and activities accommodated specifically on municipal indoor ice pads and a local participation rate of 25%, resulted in a requirement of 6.5 municipal ice pads to achieve the proposed facility provision standard in 2036.

### 9.3 Municipal Indoor Ice Pad Requirements

#### 9.3.1 Capacity of Existing Municipal Ice Pads to Accommodate Additional Use

The analysis of the utilization of the existing municipal ice pads (Section 7) concluded that total municipal prime time ice was utilized 90% (based on the municipal practice that does not treat 6-7 am on weekend mornings as prime time) on a "typical week". A total of 27.5 hours of prime time ice per week (based on the municipal practice that does not treat 6-7 am on weekend mornings as prime time) was not currently utilized. However this unused prime time ice typically occurs after 11 pm during weekdays and weekends and 6-7am and 7-8am weekend mornings. The majority of municipal ice user groups are unwilling to use the early morning or late evening unused prime time hours. This is typical of the majority of municipal indoor ice operations in Ontario. As a result it is concluded that prime time ice provided on municipal indoor ice pads is effectively fully utilized and cannot accommodate any of the additional demand identified in the research.

The analysis of the utilization of the existing municipal ice pads (Section 7) concluded that total municipal non-prime time ice was utilized 37% (based on the municipal practice which does not treat 6-7 am on week day mornings as non-prime time) on a "typical week". A total of 114 hours of non-prime time ice per week (based on the municipal practice which does not treat 6-7 am on week day mornings as non-prime time) was not currently utilized. The unused non-prime time ice typically occurs during varying time periods on weekdays between 7 am and 3 pm.

The analysis also noted that the pattern of the use of the municipal ice pads varies each week as a result of the significant number of special events held on the municipal ice pads.

#### 9.3.2 Accommodating Current Additional Demand

The analysis presented in Section 6 identified that the additional "typical weekly demand" for a "full season" totalled 83.75 hours of prime time ice per week. It is important to note that 25% of this additional demand (representing 21 hours of prime time ice per week) is associated with the relocation of specific municipal ice user groups' current use of either the Rankin Arena or the Soo Pee Wee Arena to the municipal ice pads.

The analysis identified that the "typical weekly demand" for a "partial season" included:

- 21 hours of prime time ice per week for 13 weeks
- 15 hours of prime time ice over 2 weeks in October
- 2 hours of prime time ice for 20 weeks (October to February)
- 6 hours of prime time ice on 5 weekends throughout October to February
- 3 hours of prime time ice per day, 5 times per season

The existing municipal ice pads are not capable of accommodating any of the identified additional current demand for prime time ice. The provision of an additional municipal ice pad would be required to allow the municipality to accommodate a portion of the identified additional current demand for prime time ice.



Each municipal ice pad provides a maximum of 74 hours of prime time ice per week (based on current municipal practice). The magnitude of the additional current demand for prime time ice associated with "typical weekly demand" for a "full season" identified in the analysis (83.75 additional prime time hours/week) would represent full utilization of prime time ice on an additional municipal ice pad. However, 9.75 hours per week of additional current demand for prime time ice associated with "typical weekly demand" for a "full season" identified in the analysis would not be accommodated and none of the demand identified for additional prime time ice associated with "typical weekly demand" for a "partial season" would be accommodated.

The analysis also identified that there is current demand for an additional 173 hours of prime time ice and 99 hours of non-prime time ice during the season for 3 special events. One of the additional special events is a provincial tournament (representing 132 hours of prime time and 72 hours of non-prime time) that would in all likelihood not be regularly hosted on an annual basis in Sault Ste. Marie. This tournament's ice time requirements represent 76% of the additional prime time demand and 73% of the additional non-prime time demand identified for special events. If the additional ice time demand associated with this special event is considered to be potentially unique or infrequent in nature (as opposed to occurring on an annual basis), the balance of identified additional demand would equal 37 hours of prime time ice and 27 hours of non-prime time ice occurring over one weekend in the spring and 4 hours of prime time ice occurring one weekend day in December. None of the identified additional current demand associated with special events could be accommodated on an additional municipal ice pad without displacing typical weekly/full season prime time ice users.

The magnitude of the additional demand for prime time ice associated with "typical weekly demand" for a "full season" that cannot be accommodated on an additional municipal ice pad (9.75 hours per week) would represent 13% utilization of prime time ice provision per week on a second additional municipal ice pad. The infrequent/sporadic nature of the identified demand for additional prime time ice associated with "typical weekly demand" for a "partial season" and current demand for an additional prime time ice and non-prime time ice during the season for 3 special events would not increase the overall weekly utilization of prime time ice for a full season. However, all additional demand for non-prime time ice identified in the analysis can be accommodated on the existing municipal indoor ice pads.

### 9.3.3 Accommodating Short Term Future Additional Demand - 5 Years (2021)

The research concluded that there is short term future additional demand for 12 hours of prime time ice per week all season associated with municipal ice pads in Sault Ste. Marie. If this short term future additional demand is combined with the current additional demand for prime time ice associated with "typical weekly demand" for a "full season" that cannot be accommodated on an additional municipal ice pad (9.75 hours per week) this represents a total of 21.75 hours of prime time ice per week for a "full season". This amount of prime time ice represents 29% of prime time ice provision per week on a second additional municipal ice pad. The infrequent/sporadic nature of the identified demand for current additional prime time ice associated with "typical weekly demand" for a "partial season" combined with the short term future additional demand associated with "typical weekly demand" for a "partial season" (3 hours of prime time ice per week for 8 weeks in the fall) and current demand for an additional prime time ice and non-prime time ice during the season for 3 special events would not significantly increase the overall weekly utilization of prime time ice for a full season.

### 9.3.4 Accommodating Long Term Future Demand - 2036

The analysis of potential long term future demand (to the year 2036) for ice time associated with the municipal indoor ice pads concluded that by the year 2036 the demand for prime time ice may decrease overall by a total of 2 hours per week throughout the ice season and the demand for non-prime time ice may also decrease overall by a total of 2 hours per week throughout the ice season.

9.3.5 Summary - Facility Requirements 2016 - 2036

It is concluded based on the analysis and assumptions as identified in this report that there is sufficient additional demand for prime time ice of a "typical weekly demand" nature for a "full season" to fully utilize prime time ice on an additional indoor municipal ice pad. This would imply that 5 municipal indoor ice pads are provided during the period 2021-2036.

The demand analysis also included a projection of facility requirements associated with achieving a facility supply standard of 1 municipal indoor ice pad/400 registered participants aged 5-19 in indoor ice related programs and activities specifically accommodated on municipal indoor ice pads. Applying this standard to the population in Sault Ste. Marie in the 5-19 year age group that are currently registered participants in indoor ice related programs and activities accommodated specifically on municipal indoor ice pads and a local participation rate of 25%, resulted in a requirement of 6.9 municipal ice pads to achieve the facility provision standard. Applying the standard of 1 municipal indoor ice pad for every 400 child, youth and teen participant 5-19 years of age registered in indoor ice related programs and activities that specifically utilize municipal indoor ice pads to the projected 2036 population of Sault Ste. Marie in the 5-19 year age group that is projected to be registered participants in indoor ice related programs and activities accommodated specifically on municipal indoor ice pads and a local participation rate of 25%, resulted in a requirement of 6.5 municipal ice pads to achieve the facility provision standard in 2036.

If the current provision of the Soo Pee Wee Arena indoor ice pad is combined with the current provision of municipal indoor ice pads, the current level of provision would be 5 indoor ice pads. This would lead to the conclusion that an additional municipal indoor ice pad would be required throughout the period 2021-2036 to achieve the facility provision standard of 1 indoor ice pad/400 registered participants 5-19 years of age.

The components of additional current demand and short term future additional demand for prime time ice associated with "typical weekly demand" for a "full season" that cannot be accommodated on an additional municipal ice pad represents a total of 21.75 hours of prime time ice per week for a "full season". The identified demand for current additional and short term future additional demand for prime time ice associated with "typical weekly demand" for a "partial season" and the current demand for an additional 173 hours of prime time ice and 99 hours of non-prime time ice during the season for 3 special events would not be accommodated on an additional municipal indoor ice pad.

The only way that these additional demands for prime time ice could be accommodated on the municipal ice pads in the future (including if an additional municipal indoor ice pad were to be provided) would be for the Municipality to revise the municipal ice allocation policy with specific respect to the allocation and scheduling of ice time allocated to special events and to establish specific priorities associated with the types of the identified additional demand that should be accommodated on an additional municipal indoor ice pad in the future. In this regard the Municipality may attribute greater importance to demand associated with providing opportunities for additional participation compared to the demand associated with the accommodation of municipal indoor ice user groups use of non-municipal indoor ice pads in the city (i.e. the Rankin Arena and the Soo Pee Wee Arena) on a future additional municipal indoor ice pad.

It will also be important for the Municipality to address the low rate of utilization of municipal indoor ice pads during non-prime time hours. If the Municipality provided an additional indoor ice pad in the future, while prime time ice may be utilized fully, no demand for additional non-prime time ice that could not be accommodated on the existing municipal ice pads was identified during the research. As a result it is concluded that the Municipality should consider a review of the operational schedules of the municipal indoor ice pads and, where feasible, examine approaches to reduce the operational hours of the indoor ice pads during the non-prime time ice hours.

**SECTION 10.0 - ASSESSMENT OF EXISTING MUNICIPAL INDOOR ICE FACILITIES**

**10.1 Introduction**

The opinions of residents and municipal ice user groups concerning the existing municipal indoor ice pad/arena facilities were obtained through the on-line survey of residents and the survey of municipal ice user groups. Their opinion of the current physical condition, appearance and suitability of specific arena areas assists in the identification of possible areas of concern associated with the current arena facilities as well as the identification of key attributes that should be considered for incorporation in any future development of new or upgraded municipal indoor ice pad facilities.

The following presents a summary of residents and municipal ice user groups’ evaluation of the existing municipal indoor ice facilities.

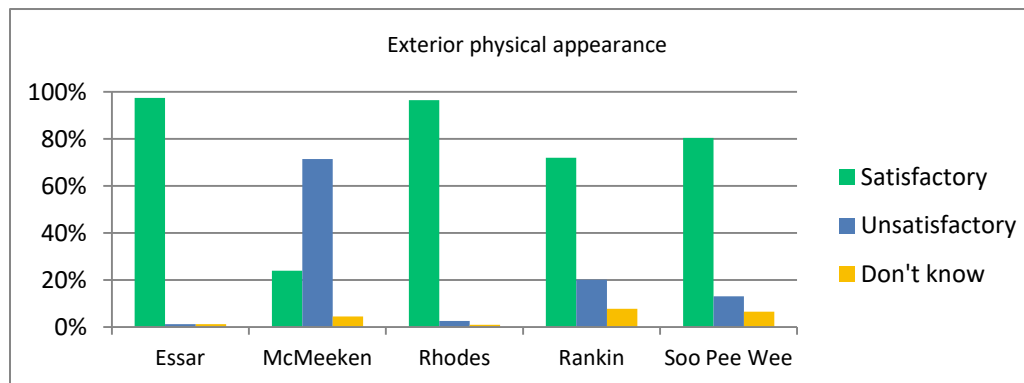
**10.2 Residents’ Evaluation**

A total of 409 residents of Sault Ste. Marie responded to the online survey. Not all residents that responded answered all of the survey questions

**10.2.1 Opinions Regarding Various Aspects of the Arena Facilities in Sault Ste. Marie**

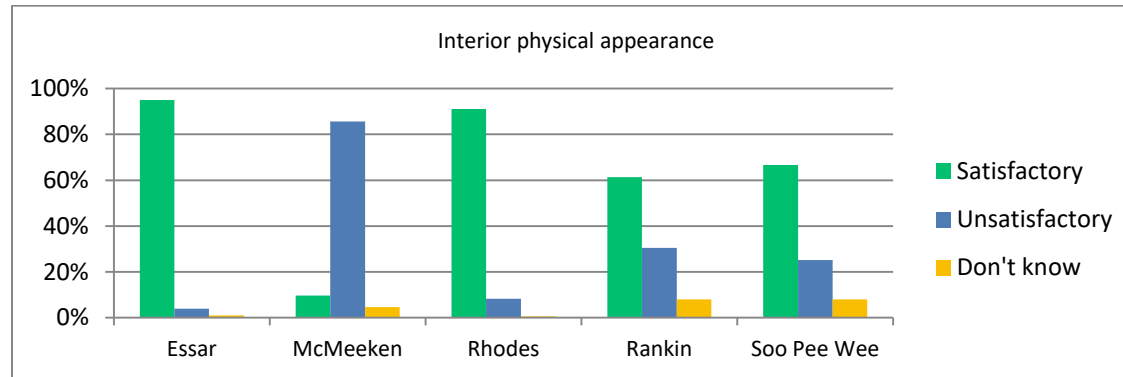
- Respondents were generally satisfied with the exterior physical appearance of the municipal arenas in Sault Ste. Marie except the McMeeken Arena (Table 10.1).

**Table 10.1: Opinions Regarding the Exterior Physical Appearance of the Municipal Arenas**



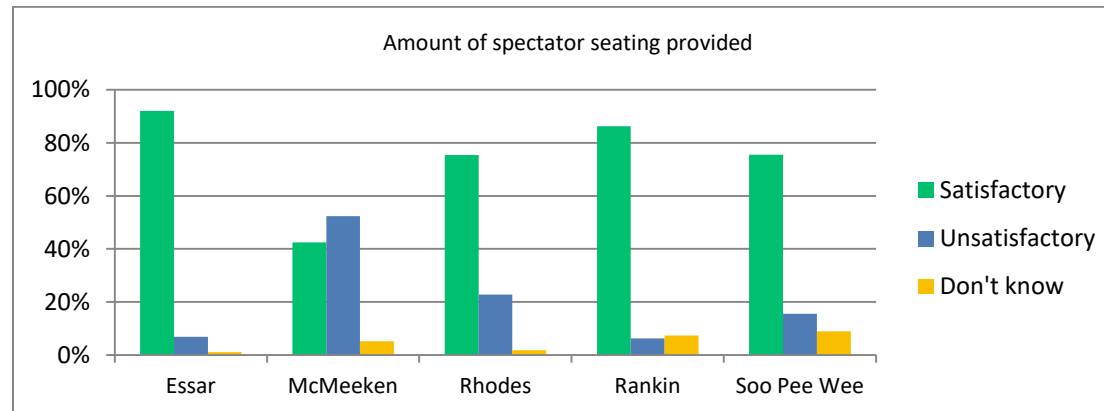
- Respondents were generally satisfied with the interior physical appearance of the municipal arenas in Sault Ste. Marie except the McMeeken Arena (Table 10.2).

**Table 10.2: Opinions Regarding the Interior Physical Appearance of the Municipal Arenas**



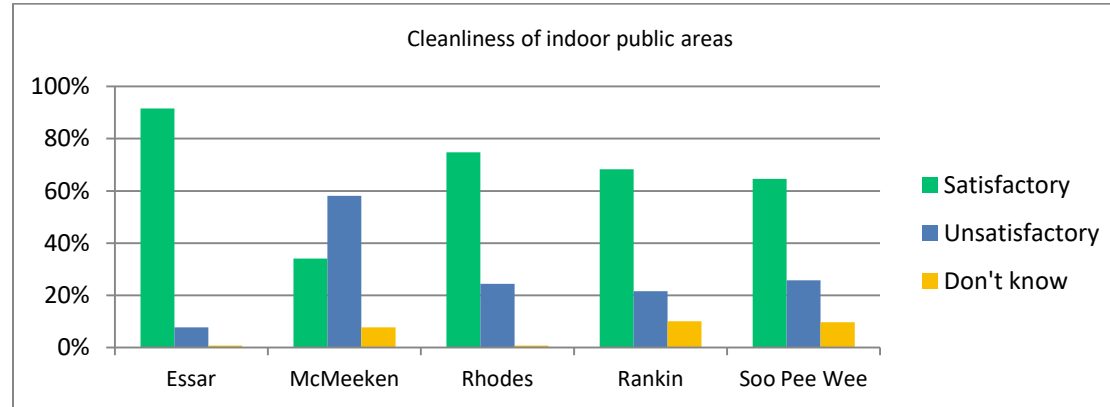
- Respondents were generally satisfied with the amount of spectator seating provided in the municipal arenas in Sault Ste. Marie except in the McMeeken Arena (Table 10.3).

**Table 10.3: Opinions Regarding the Amount of Spectator Seating in the Municipal Arenas**



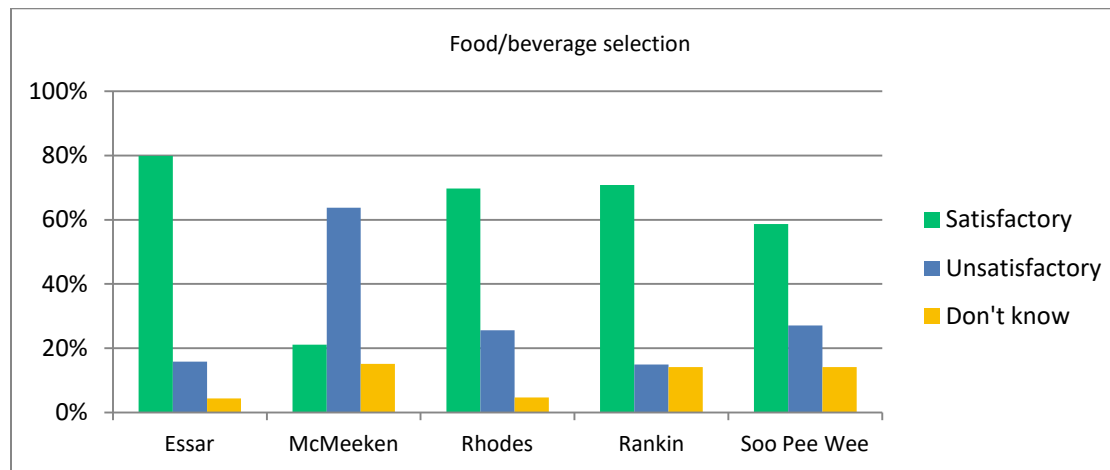
- Respondents were generally satisfied with the cleanliness of indoor public areas in the municipal arenas in Sault Ste. Marie except in the McMeeken Arena (Table 10.4).

**Table 10.4: Opinions Regarding the Cleanliness of Indoor Public Areas in the Municipal Arenas**



- Respondents were generally satisfied with the food and beverage selection in the municipal arenas in Sault Ste. Marie except in the McMeeken Arena (Table 9.5).

**Table 10.5: Opinions Regarding the Food/Beverage Selection in the Municipal Arenas**



10.2.2 Other Comments, Issues and Suggestions Identified by Respondents Regarding the Arena Facilities in Sault Ste. Marie

Approximately 220 respondents to the on-line survey provided a general comment regarding the municipal arena facilities in Sault Ste. Marie. Table 10.6 summarizes the comments identified by more than one or two persons and the number of respondents that identified the comment.

**Table 10.6: Other Comments, Issues and Suggestions Identified by Respondents**

| Comment   | # of Respondents | % of Respondents That Provided a General Comment |
|---|------------------|--|
| The McMeeken Arena is too old/should be replaced              | 21               | 10%  |
| The dressing rooms in the municipal arenas are always dirty   | 21               | 10%  |
| The McMeeken Arena is unsafe                                  | 9                | 4%   |
| The spectator areas in the arenas are too cold                | 9                | 4%   |
| All of the arenas in the city should be updated               | 9                | 4%   |
| More female dressing rooms should be provided                 | 4                | 2%   |
| “Better” and additional accessible seating should be provided | 3                | 1%   |

10.2.3 Summary and Conclusions

In rating various physical characteristics of the municipal arenas in the city, most respondents found the interior and exterior physical appearance of the arenas, the quantity of spectator seating provided, the cleanliness of the indoor public areas, and the food/beverage selection to be satisfactory except for the McMeeken Arena; most respondents indicated that all of those aspects of the McMeeken Arena were unsatisfactory.

Given the opportunity to provide any other comment, issue or suggestion regarding the arenas in Sault Ste. Marie comments identified were related to the physical condition of the McMeeken Arena, the lack of cleanliness and cold temperature of the arenas, and the perceived need to improve the quantity of selected indoor ice facility components including dressing rooms for females, and accessible seating.

**10.3 Municipal Ice User Groups' Evaluation**

Eighteen municipal ice user groups provided information concerning their evaluation of selected features of the municipal arenas/indoor ice pads they use. Not all groups use each municipal arena, and some groups did not rate specific aspects of the arenas. The results of their evaluation are presented based on the number of municipal ice user groups that evaluated each factor for each municipal indoor ice pad/arena facility.

**10.3.1 Overall Rating**

Municipal ice user groups were asked to identify their general overall rating for each municipal arena facility that they currently use. Table 10.7 summarizes the overall general ratings of the municipal arena facilities. The Essar Centre was rated "excellent" by all the ice user groups that use the facility and responded to the question. John Rhodes 2 was rated as either "excellent" or "adequate" as was John Rhodes 1. The McMeeken Arena was rated as "poor" by half of the ice user groups that use the facility and responded to the question.

**Table 10.7: Overall Rating of the Municipal Arena Facilities**

| Rating    | Essar<br>(n=8) | John Rhodes 1<br>(n=12) | John Rhodes 2<br>(n=11) | McMeeken<br>(n=10) |
|-----------|----------------|-------------------------|-------------------------|--------------------|
| Excellent | 100%           | 50%                     | 45%                     | 10%                |
| Adequate  | 0%             | 50%                     | 55%                     | 40%                |
| Poor      | 0%             | 0%                      | 0%                      | 50%                |

**10.3.2 General Appearance and Condition**

Municipal ice user groups were asked to evaluate each municipal arena facility that they currently use in terms of the arenas' general interior and exterior appearance and physical condition. Table 10.8 summarizes the ratings. All of the ice user groups that use the Essar Centre rated its interior and exterior appearance and physical condition as "excellent". The majority of ice user groups that use the McMeeken Arena rated its interior appearance and interior physical condition as "poor"; however they all rated the exterior physical condition and appearance of the facility as "adequate". The majority of the ice user groups that use either the John Rhodes 1 or the John Rhodes 2 ice pads rated the physical condition and appearance of the interior and exterior of the facility as "adequate".

Table 10.8: Rating the Appearance and the Physical Condition of the Municipal Arena Facilities

|                                    | Essar | John Rhodes 1 | John Rhodes 2 | McMeeken |
|------------------------------------|-------|---------------|---------------|----------|
| <b>Interior Appearance</b>         | (n=7) | (n=14)        | (n=13)        | (n=8)    |
| Excellent                          | 100%  | 36%           | 31%           | 0%       |
| Adequate                           | 0%    | 64%           | 69%           | 25%      |
| Poor                               | 0%    | 0%            | 0%            | 75%      |
| <b>Interior Physical Condition</b> | (n=7) | (n=14)        | (n=13)        | (n=8)    |
| Excellent                          | 100%  | 43%           | 38%           | 0%       |
| Adequate                           | 0%    | 57%           | 62%           | 38%      |
| Poor                               | 0%    | 0%            | 0%            | 62%      |
| <b>Exterior Appearance</b>         | (n=7) | (n=15)        | (n=13)        | (n=8)    |
| Excellent                          | 100%  | 47%           | 46%           | 0%       |
| Adequate                           | 0%    | 55%           | 54%           | 100%     |
| Poor                               | 0%    | 0%            | 0%            | 0%       |
| <b>Exterior Physical Condition</b> | (n=7) | (n=14)        | (n=12)        | (n=8)    |
| Excellent                          | 100%  | 43%           | 42%           | 0%       |
| Adequate                           | 0%    | 57%           | 58%           | 100%     |
| Poor                               | 0%    | 0%            | 0%            | 0%       |

10.3.3 Ice Pad Related

Municipal ice user groups were asked to evaluate each municipal arena facility that they currently use in terms of the arenas' features associated with the ice pad (Table 10.9). The dimension of the ice at John Rhodes 2 was identified by 7% of ice user groups that use the facility and that responded to the question as "poor". Groups also expressed specific opinions related to the ice condition at each arena based on their preference for either "hard" or "soft" ice. The condition of arena boards and the condition player's benches at the McMeeken Arena were rated "poor" by half of the ice user groups that use this facility and that responded to this question.



Table 10.9: Rating Various Aspects of the Ice Pads in the Municipal Arena Facilities

|  | Essar | John Rhodes 1 | John Rhodes 2 | McMeeken |
|--|-------|---------------|---------------|----------|
| <b>Ice Pad Size/Dimensions</b>                           | (n=9) | (n=16)        | (n=14)        | (n=10)   |
| Excellent  | 100%  | 75%           | 43%           | 30%      |
| Adequate   | 0%    | 25%           | 50%           | 70%      |
| Poor   | 0%    | 0%            | 7%            | 0%       |
| <b>Ice Condition/Quality</b>                             | (n=9) | (n=16)        | (n=14)        | (n=10)   |
| Excellent  | 67%   | 50%           | 36%           | 60%      |
| Adequate   | 22%   | 44%           | 64%           | 40%      |
| Poor   | 11%   | 6%            | 0%            | 0%       |
| <b>Arena Boards Condition</b>                            | (n=9) | (n=15)        | (n=13)        | (n=8)    |
| Excellent  | 100%  | 53%           | 46%           | 12%      |
| Adequate   | 0%    | 47%           | 54%           | 38%      |
| Poor   | 0%    | 0%            | 0%            | 50%      |
| <b>Ice Pad Lighting Adequacy</b>                         | (n=8) | (n=16)        | (n=14)        | (n=8)    |
| Excellent  | 100%  | 56%           | 57%           | 25%      |
| Adequate   | 0%    | 44%           | 43%           | 63%      |
| Poor   | 0%    | 0%            | 0%            | 12%      |
| <b>Players Benches, Time Keeper's Box, Penalty Boxes</b> | (n=9) | (n=16)        | (n=14)        | (n=8)    |
| Excellent  | 100%  | 44%           | 43%           | 0%       |
| Adequate   | 0%    | 56%           | 50%           | 50%      |
| Poor   | 0%    | 0%            | 7%            | 50%      |
| <b>Arena Scoreboard/Timer</b>                            | (n=8) | (n=13)        | (n=12)        | (n=8)    |
| Excellent  | 100%  | 38%           | 42%           | 0%       |
| Adequate   | 0%    | 62%           | 58%           | 75%      |
| Poor   | 0%    | 0%            | 0%            | 25%      |
| <b>PA/Music System Quality</b>                           | (n=8) | (n=10)        | (n=9)         | (n=9)    |
| Excellent  | 100%  | 0%            | 0%            | 0%       |
| Adequate   | 0%    | 90%           | 78%           | 56%      |
| Poor   | 0%    | 10%           | 22%           | 44%      |

44% of the ice user groups identified the quality of the PA/Music system as "poor" at the McMeeken Arena, 22% of ice user groups at the John Rhodes 2 ice pad identified the quality of the PA/Music system as "poor" and 10% of the ice user groups at the John Rhodes 1 ice pad identified the quality of the PA/Music system as "poor". 25% of the ice user groups identified the McMeeken arena scoreboard/timer as "poor".

10.3.4 Spectator Seating

Municipal ice user groups were asked to evaluate the provision and condition of spectator seating provided in each of the municipal arena facilities each group currently uses. Generally municipal ice user groups found the amount of spectator seating provided to be "excellent" in the Essar Centre, "excellent" or "adequate" at both the John Rhodes ice pads and "adequate" at the McMeeken Arena (Table 10.10).

**Table 10.10: Rating Various Aspects of the Spectator Seating in the Municipal Arena Facilities**

|                                       | Essar | John Rhodes 1 | John Rhodes 2 | McMeeken |
|---------------------------------------|-------|---------------|---------------|----------|
| <b>Amount Of Spectator Seating</b>    | (n=9) | (n=14)        | (n=14)        | (n=9)    |
| Excellent                             | 100%  | 57%           | 57%           | 11%      |
| Adequate                              | 0%    | 29%           | 36%           | 78%      |
| Poor                                  | 0%    | 14%           | 7%            | 11%      |
| <b>Condition Of Spectator Seating</b> | (n=9) | (n=14)        | (n=14)        | (n=9)    |
| Excellent                             | 100%  | 36%           | 36%           | 0%       |
| Adequate                              | 0%    | 64%           | 64%           | 89%      |
| Poor                                  | 0%    | 0%            | 0%            | 11%      |

10.3.5 Change Rooms

Municipal ice user groups were asked to evaluate the provision of the change room areas provided in each of the municipal arena facilities each group currently uses. (Table 10.11) Ice user groups that use the McMeeken Arena rated the size of the change rooms and the change room fixtures as "poor". Ice user groups also identified concern associated with the condition of the change room fixtures at both ice pads at the John Rhodes facility.

**Table 10.11: Rating Various Aspects of the Change Rooms in the Municipal Arena Facilities**

|                               | Essar | John Rhodes 1 | John Rhodes 2 | McMeeken |
|-------------------------------|-------|---------------|---------------|----------|
| <b>Number Of Change Rooms</b> | (n=9) | (n=16)        | (n=13)        | (n=9)    |
| Excellent                     | 100%  | 56%           | 54%           | 11%      |
| Adequate                      | 0%    | 31%           | 31%           | 8%       |
| Poor                          | 0%    | 13%           | 15%           | 11%      |
| <b>Change Room Size</b>       | (n=9) | (n=17)        | (n=14)        | (n=10)   |
| Excellent                     | 100%  | 35%           | 36%           | 0%       |
| Adequate                      | 0%    | 53%           | 57%           | 40%      |
| Poor                          | 0%    | 12%           | 7%            | 60%      |
| <b>Change Room Fixtures</b>   | (n=9) | (n=17)        | (n=14)        | (n=9)    |
| Excellent                     | 89%   | 24%           | 21%           | 11%      |
| Adequate                      | 11%   | 47%           | 50%           | 22%      |
| Poor                          | 0%    | 29%           | 29%           | 67%      |

10.3.6 Support Areas

Municipal ice user groups were asked to evaluate the provision of referees/officials and first aid rooms areas, and the location and size of warm viewing areas provided in each of the municipal arena facilities each group currently uses (Table 10.12). Half of the ice user groups that use the McMeeken Arena identified the current provision of referees and officials rooms as "poor" and 57% identified the provision of a first aid room at this facility as "poor". Concern was also identified associated with the John Rhodes facility where 9% of groups identified referees/officials rooms as "poor" and 20% identified the provision of first aid rooms as "poor". The majority of the ice user groups that use the McMeeken Arena (67%) identified the current location and size of the warm viewing area as "poor" and 7% of the ice user groups that use the John Rhodes facility identified both the location and size of the warm viewing areas as "poor".

**Table 10.12: Rating Various Aspects of the Support Rooms in the Municipal Arena Facilities**

|                                   | <b>Essar</b> | <b>John Rhodes 1</b> | <b>John Rhodes 2</b> | <b>McMeeken</b> |
|-----------------------------------|--------------|----------------------|----------------------|-----------------|
| <b>Referees/Official Rooms</b>    | (n=9)        | (n=12)               | (n=11)               | (n=8)           |
| Excellent                         | 100%         | 33%                  | 36%                  | 0%              |
| Adequate                          | 0%           | 58%                  | 55%                  | 50%             |
| Poor                              | 0%           | 9%                   | 9%                   | 50%             |
| <b>First Aid Room</b>             | n=6          | (n=11)               | (n=10)               | (n=7)           |
| Excellent                         | 83%          | 36%                  | 40%                  | 0%              |
| Adequate                          | 17%          | 45%                  | 40%                  | 43%             |
| Poor                              | 0%           | 19%                  | 20%                  | 57%             |
| <b>Warm Viewing Area Location</b> | (n=9)        | (n=13)               | (n=13)               | (n=9)           |
| Excellent                         | 100%         | 39%                  | 31%                  | 0%              |
| Adequate                          | 0%           | 54%                  | 62%                  | 33%             |
| Poor                              | 0%           | 7%                   | 7%                   | 67%             |
| <b>Warm Viewing Area Size</b>     | (n=9)        | (n=13)               | (n=13)               | (n=9)           |
| Excellent                         | 100%         | 39%                  | 31%                  | 0%              |
| Adequate                          | 0%           | 54%                  | 62%                  | 33%             |
| Poor                              | 0%           | 7%                   | 7%                   | 67%             |

10.3.7 Entrance Lobby

Municipal ice user groups were asked to evaluate the lobby areas provided in each of the municipal arena facilities each group currently uses (Table 10.13). Ice user groups generally rated the size and visual image of the entrance and lobby areas of the municipal indoor ice facilities they use as either "excellent" or "adequate" except for the McMeeken Arena where 38% of ice user groups that use this facility rated the size of the entrance and lobby areas as "poor" and 25% rated the visual image of the entrance/lobby area as "poor".

Concern was also identified associated with the public washroom facilities (generally their maintenance) by 22% of ice user groups at the McMeeken Arena and 8% of ice user groups at the John Rhodes facility.

Table 10.13: Rating Various Aspects of the Lobby in the Municipal Arena Facilities

|                                     | Essar | John Rhodes 1 | John Rhodes 2 | McMeeken |
|-------------------------------------|-------|---------------|---------------|----------|
| <b>Size</b>                         | (n=9) | (n=14)        | (n=13)        | (n=8)    |
| Excellent                           | 100%  | 71%           | 62%           | 12%      |
| Adequate                            | 0%    | 29%           | 38%           | 50%      |
| Poor                                | 0%    | 0%            | 0%            | 38%      |
| <b>Visual Image</b>                 | (n=9) | (n=14)        | (n=13)        | (n=8)    |
| Excellent                           | 100%  | 57%           | 54%           | 0%       |
| Adequate                            | 0%    | 43%           | 46%           | 75%      |
| Poor                                | 0%    | 0%            | 0%            | 25%      |
| <b>Public Notice Display Boards</b> | (n=9) | (n=13)        | (n=14)        | (n=8)    |
| Excellent                           | 89%   | 46%           | 43%           | 0%       |
| Adequate                            | 11%   | 46%           | 50%           | 63%      |
| Poor                                | 0%    | 8%            | 7%            | 37%      |
| <b>Directional Signage</b>          | (n=9) | (n=13)        | (n=13)        | (n=8)    |
| Excellent                           | 89%   | 54%           | 46%           | 0%       |
| Adequate                            | 11%   | 38%           | 46%           | 63%      |
| Poor                                | 0%    | 8%            | 8%            | 37%      |
| <b>Public Washrooms</b>             | (n=9) | (n=13)        | n=12          | (n=9)    |
| Excellent                           | 100%  | 46%           | 42%           | 11%      |
| Adequate                            | 0%    | 46%           | 50%           | 67%      |
| Poor                                | 0%    | 8%            | 8%            | 22%      |

10.3.8 Food Concession and Vending Services

Municipal ice user groups were asked to evaluate aspects of the concession and vending services provided in each of the municipal arena facilities the group currently uses (Table 10.14). Ice user groups rated aspects of the food concessions and vending machines provided at the Essar Centre as either "excellent" or "adequate". 10% of ice user groups that use the John Rhodes 1 facility rated the hours of operation of the food concession as "poor". The majority (67%) of the ice user groups that use the McMeeken Arena rated the hours of operation of the food concessions as "poor" and 50% rated the selection available at the concession as "poor". A number of ice user groups also identified concern with the prices charged at the concessions at the John Rhodes 1 ice pad (11%), the John Rhodes 2 ice pad (10%) and the McMeeken Arena (17%) rating this factor as "poor" at these facilities. A portion of the ice user groups that use the McMeeken Arena also identified the number of vending machines provided (13%), the selection of vending products (13%) and the cost (12%) as "poor".

Table 10.14: Rating Various Aspects of Food Concession and Vending Services in the Municipal Arena Facilities

|  | Essar | John Rhodes 1 | John Rhodes 2 | McMeeken |
|--|-------|---------------|---------------|----------|
| <b>Concessions Hours Of Operation</b>      | (n=6) | (n=10)        | (n=11)        | (n=9)    |
| Excellent                                  | 33%   | 20%           | 18%           | 11%      |
| Adequate                                   | 67%   | 70%           | 73%           | 22%      |
| Poor                                       | 0%    | 10%           | 9%            | 67%      |
| <b>Concessions Selection</b>               | (n=5) | (n=9)         | (n=10)        | (n=6)    |
| Excellent                                  | 40%   | 22%           | 20%           | 0%       |
| Adequate                                   | 60%   | 78%           | 80%           | 50%      |
| Poor                                       | 0%    | 0%            | 0%            | 50%      |
| <b>Concessions Cost</b>                    | (n=5) | (n=9)         | (n=10)        | (n=6)    |
| Excellent                                  | 40%   | 11%           | 10%           | 0%       |
| Adequate                                   | 60%   | 78%           | 80%           | 83%      |
| Poor                                       | 0%    | 11%           | 10%           | 17%      |
| <b>Number of Vending Machines Provided</b> | (n=9) | (n=10)        | (n=11)        | (n=8)    |
| Excellent                                  | 60%   | 30%           | 27%           | 12%      |
| Adequate                                   | 40%   | 70%           | 73%           | 75%      |
| Poor                                       | 0%    | 0%            | 0%            | 13%      |
| <b>Vending Machines Selection</b>          | (n=5) | (n=10)        | (n=11)        | (n=8)    |
| Excellent                                  | 60%   | 30%           | 27%           | 12%      |
| Adequate                                   | 40%   | 70%           | 73%           | 75%      |
| Poor                                       | 0%    | 0%            | 0%            | 13%      |
| <b>Vending Machines Cost</b>               | (n=5) | (n=10)        | (n=11)        | (n=8)    |
| Excellent                                  | 60%   | 20%           | 18%           | 0%       |
| Adequate                                   | 40%   | 80%           | 82%           | 88%      |
| Poor                                       | 0%    | 0%            | 0%            | 12%      |

10.3.9 Site Features

Municipal ice user groups were asked to evaluate aspects of the exterior site features of the municipal arena facilities each group currently uses (Table 10.15). Generally ice user groups rated the site features at the municipal indoor ice facility they use as either "excellent" or "adequate". However 56% of ice user groups that use the McMeeken Arena rated the physical condition of the parking areas as "poor" and half rated the provision of bus parking at this facility as "poor".

Table 10.15: Rating Various Aspects of the Site Features at the Municipal Arena Facilities

|   | Essar | John Rhodes 1 | John Rhodes 2 | McMeeken |
|---|-------|---------------|---------------|----------|
| <b>Building Signage</b>                 | (n=8) | (n=14)        | (n=13)        | (n=9)    |
| Excellent                               | 100%  | 43%           | 38%           | 11%      |
| Adequate                                | 0%    | 57%           | 62%           | 89%      |
| Poor                                    | 0%    | 0%            | 0%            | 0%       |
| <b>Amount Of Parking</b>                | (n=8) | (n=15)        | (n=13)        | (n=9)    |
| Excellent                               | 88%   | 47%           | 38%           | 11%      |
| Adequate                                | 12%   | 47%           | 54%           | 67%      |
| Poor                                    | 0%    | 6%            | 8%            | 22%      |
| <b>Parking Areas Physical Condition</b> | (n=8) | (n=16)        | (n=13)        | (n=9)    |
| Excellent                               | 100%  | 44%           | 38%           | 0%       |
| Adequate                                | 0%    | 50%           | 62%           | 44%      |
| Poor                                    | 0%    | 6%            | 0%            | 56%      |
| <b>Parking Area Lighting</b>            | (n=8) | (n=14)        | (n=13)        | (n=9)    |
| Excellent                               | 100%  | 43%           | 38%           | 0%       |
| Adequate                                | 0%    | 57%           | 62%           | 67%      |
| Poor                                    | 0%    | 0%            | 0%            | 33%      |
| <b>Bus Parking</b>                      | n=7   | (n=14)        | (n=13)        | (n=8)    |
| Excellent                               | 100%  | 43%           | 38%           | 12%      |
| Adequate                                | 0%    | 57%           | 62%           | 38%      |
| Poor                                    | 0%    | 0%            | 0%            | 50%      |
| <b>Access Roads</b>                     | (n=8) | (n=14)        | (n=13)        | (n=9)    |
| Excellent                               | 100%  | 43%           | 38%           | 11%      |
| Adequate                                | 0%    | 57%           | 62%           | 89%      |
| Poor                                    | 0%    | 0%            | 0%            | 0%       |
| <b>Sidewalks</b>                        | (n=8) | (n=15)        | (n=13)        | (n=9)    |
| Excellent                               | 100%  | 40%           | 38%           | 0%       |
| Adequate                                | 0%    | 53%           | 62%           | 100%     |
| Poor                                    | 0%    | 7%            | 0%            | 0%       |

10.3.10 General Maintenance and Snow Clearance

Municipal ice user groups were asked to evaluate aspects of the maintenance of the interior and exterior areas of the municipal arena facilities each group currently uses (Table 10.16). Ice user groups rated the exterior maintenance, snow clearance of roads, parking areas and sidewalks at each of the facilities they use as either "adequate" or "excellent". A proportion of the ice user groups that use the John Rhodes facility (33% and 29%) identified a concern with interior maintenance, for the most part associated with the washrooms and change rooms. 11% of ice user groups that use McMeeken Arena identified exterior maintenance of the facility as "poor".

**Table 10.16: Rating General Maintenance and Snow Clearance at the Municipal Arena Facilities**

|                                    | <b>Essar</b> | <b>John Rhodes 1</b> | <b>John Rhodes 2</b> | <b>McMeeken</b> |
|------------------------------------|--------------|----------------------|----------------------|-----------------|
| <b>Interior Maintenance</b>        | (n=8)        | (n=15)               | (n=14)               | (n=9)           |
| Excellent                          | 100%         | 33%                  | 29%                  | 22%             |
| Adequate                           | 0%           | 34%                  | 42%                  | 67%             |
| Poor                               | 0%           | 33%                  | 29%                  | 11%             |
| <b>Exterior Maintenance</b>        | (n=8)        | (n=14)               | (n=13)               | (n=9)           |
| Excellent                          | 100%         | 36%                  | 31%                  | 11%             |
| Adequate                           | 0%           | 64%                  | 69%                  | 78%             |
| Poor                               | 0%           | 0%                   | 0%                   | 11%             |
| <b>Road/Parking Snow Clearance</b> | (n=8)        | (n=14)               | (n=13)               | (n=9)           |
| Excellent                          | 88%          | 36%                  | 31%                  | 22%             |
| Adequate                           | 12%          | 64%                  | 69%                  | 78%             |
| Poor                               | 0%           | 0%                   | 0%                   | 0%              |
| <b>Sidewalk Snow Clearing</b>      | (n=8)        | (n=14)               | (n=13)               | (n=9)           |
| Excellent                          | 100%         | 36%                  | 31%                  | 22%             |
| Adequate                           | 0%           | 64%                  | 69%                  | 78%             |
| Poor                               | 0%           | 0%                   | 0%                   | 0%              |

10.3.10 Summary of Municipal Ice User Groups Rating of Municipal Indoor Ice Facilities

Municipal ice user groups that responded to the survey and provided their evaluation of the municipal indoor ice facility they used rated most of the features of the Essar Centre as "excellent" and John Rhodes 1 and John Rhodes 2 as either "excellent" or "adequate". A significant number of the municipal ice user groups that use the McMeeken Arena rated most of the features of the facility as either "adequate" or "poor".

#### 10.4 The Long Term Sustainability of Existing Municipal Indoor Ice Facilities

An important consideration in the planning of future municipal indoor ice services is the sustainability of the existing municipal arena facility infrastructure in the future. This is of strategic importance in Sault Ste. Marie as the Municipality will need to decide how best to respond to the demand for ice time on municipal indoor ice pads identified in the analysis presented in this report. Residents and municipal ice user groups have identified a number of issues associated with the condition and user environment of the McMeekin Arena facility which has also experienced a number of significant issues associated with air quality and safety within the last year that resulted in its closure for periods of time. As the Municipality plans for the future, important decisions must also be made about the most efficient and effective investment in the existing municipal indoor arena facilities to ensure their continued operation in the future.

The following presents an overview evaluation of the long term viability, sustainability and suitability of the existing municipal indoor ice facilities to continue to operate in an efficient manner in the future and accommodate the provision of the Municipality's indoor ice service.

The most important consideration associated with the long term sustainability of the municipal arena infrastructure is the age and condition of each facility. The age of two of the existing municipal arena facilities are a concern in terms of their continued operation for the next 20 years<sup>7</sup>. The W.J. McMeeken Centre (McMeeken Arena) was built in 1967 and is 51 years old and the John Rhodes Community Centre Arena 1 was built in 1978 and is 40 years old. The other 2 municipal arena facilities are newer facilities: John Rhodes Community Centre Arena 2 was built in 1999 (19 years) and the Essar Centre was built in 2006 (12 years).

The effective life span of a municipal indoor ice arena facility is largely dependent on the quality of the original construction and the quality of maintenance, repair and replacements that have occurred. As a result, general statements as to a facility's life span should be used as a guide in establishing the requirements for more detailed investigations of the state of repair and condition of each specific municipal arena facility. The following are regarded as industry best practices in this regard:

- Facilities between 1 and 14 years old: During this period, standard operating and maintenance budgets are typically adequate to ensure a state of good repair and operation of the facility.
- Facilities between 15 and 24 years old: The requirements for major refurbishment or replacement of building elements that have deteriorated are typical.
- Facilities between 24 and 34 years old. During this stage, many of the facilities' major components will require replacement or rehabilitation. Significant capital improvements may be required to extend the life of the facility. Facilities older than 25 years of age typically become more costly to operate and maintain.

A CRFC/Hockey Canada review of the state of Canada's arenas conducted in 2005 concluded that typically an ice arena's life-cycle was between 30-35 years. In Ontario it is generally accepted as 32 years of age. This is seen as a critical decision point associated with the future of the facility as:

- the original construction costs will have doubled

<sup>7</sup> It is important to note that the Soo Pee Wee Arena, a non-municipal facility owned by a registered non-profit charitable organization was constructed in 1967 and is 51 years of age. Extensive investments have been made to maintain its physical condition and operation. The Rankin Arena, a non-municipal facility owned by the Batchewana First Nation was constructed in 1978 and is 40 years of age. Recent investments have been made to maintain its physical condition and operation.



- technology has significantly improved when compared to the original construction design
- significant changes to building, electrical and plumbing codes have most likely occurred
- it may be less expensive to tear down an existing facility than to begin replacing original materials such as roofs, siding, and HVAC-R equipment

The stated age of 32-years should be used as a warning that buildings passing this point will require significant ongoing financial investment to remain safe and serviceable. A number of factors may reduce this milestone including:

- Facilities that did not invest in dehumidification equipment early in the life of the structure will most likely encounter a building that will have significantly reduced life-expectancy.
- Buildings that were made to function outside of the natural capability of the original design (e.g. taking a rink that was designed for a 7-month operational schedule and increasing its operational season) might also have its life expectancy reduced.
- Buildings that are multi-use have more challenges. Lack of air balancing between an aquatic facility component and an artificial ice pad will further accelerate the building's deterioration.
- Insufficient on-going capital financial investment in maintenance and repairs during the first 30-years will expedite the deterioration of the infrastructure.
- The original construction methods, equipment and materials will greatly influence the longevity of the building.

It is also considered a best practice to maintain a regular evaluation (at least every 60 months) of the structural integrity of indoor arena facilities. These professional reviews were mandatory and strictly governed by Ontario's Ministry of Labour as a 5-year requirement.

The W.J. McMeeken Centre (McMeeken Arena) at 51 years old is well past the 32 year life span used as an industry benchmark. Given the facility's current physical condition as documented by other reports as well as the range of issues identified by residents and user groups and confirmed during a tour of the facility combined with the minimal level of provision of features such as change rooms, it is concluded that the facility should be replaced in the immediate future. The Municipality should not make any further financial investment in this facility beyond that which is required to continue its operations until a replacement facility can be built.

The John Rhodes Community Centre Arena 1 was built in 1978 and is 40 years old which is also past the 32 year life span used as an industry benchmark. However the quality of original construction of this facility was higher than that associated with the McMeekin Arena facility and the fact that it is integrated as part of a complex of municipal facilities means that continued municipal investment associated with maintaining its continued long term operation (as documented in municipal capital improvement reports) is considered to be a appropriate municipal strategy.

The Municipality's capital plan provides for investment in the John Rhodes Arena 2 and the Essar Centre to maintain their long term operation. It is important to note however that by 2026, the John Rhodes arenas will be 50 and 30 years of age. As such it is recommended that the Municipality prepare a review in 2026 of their continued operation over the long term.

## Section 11.0 - FUTURE MUNICIPAL INDOOR ARENA FACILITY PLANNING, DESIGN AND PROVISION

### 11.1 Introduction

The analysis of current and future long term demand for municipal ice time concluded that there is sufficient additional demand to support the consideration of the development of an additional municipal indoor ice pad. The review of the current municipal indoor ice facilities concluded that the single pad McMeeken indoor arena facility should be replaced as soon as possible given its age, physical condition as well as the fact that it is an out dated facility which no longer meets the typical standard of user environment of municipal indoor arena facilities. Given these conclusions there are a range of potential strategies for the Municipality to consider concerning the future planning, design and provision of municipal indoor ice pads.

The following presents a summary of current trends and “best practices” associated with the planning and design of municipal indoor ice arena facilities and their management and operation. This is followed by an assessment of the range of strategies for the Municipality to consider concerning the future planning, design and provision of municipal indoor ice pads and presents a recommended approach.

### 11.2 Trends in Indoor Ice Arena Planning and Design

The following presents a summary of current trends and “best practices” associated with the planning and design of municipal indoor ice arena facilities.

➤ **Multi-pad facility configurations are favoured compared to single pad facilities where demand justifies the provision of more than a single ice pad**

The majority of municipal arena facilities developed in Ontario in the past decade have been multi-pad as opposed to single pad facilities. The most common multi-pad configurations are either a twin pad (2 ice pads) or quad pad (4 ice pads). This trend is the result of a number of factors associated with improved efficiency of facility management and operation, operational cost efficiencies associated with economies of scale through the deployment of labour (labour costs are a major cost factor in municipal arena operations) and sharing of resources, as well as service provision effectiveness and flexibility (such as tournament/special event scheduling and hosting) associated with multi-pad facilities compared to single pad facilities. Single ice pads are typically only considered in situations where there is insufficient demand for the provision of more than one ice pad.

➤ **The integration of indoor arena facility components within a multi-purpose facility and/or the grouping of an indoor arena facility with a range of complementary "community" facilities to establish a major "community-hub" destination facility**

Increasing attention is being directed to creating opportunities to develop complementary types of public use facilities in a central location “under one roof” thereby increasing user convenience, operational efficiency and operational cost efficiencies.

There are a variety of building types that are considered to be complementary to municipal indoor ice facilities in terms of the clients they serve, and the services, programs and activities they accommodate including:

- community centres
- health and wellness centres
- fitness centres
- gymnasiums
- indoor aquatic facilities
- health clinics
- social, community and health services
- multi-purpose spaces
- indoor soccer/sports fields
- older adult and seniors centres
- meeting and special event space
- auditoriums
- indoor racquet sports courts
- indoor track facilities
- cultural centers
- arts and heritage centers
- museums and interpretive centres
- libraries
- day cares
- public information and referral centers
- municipal service centers

The grouping of facility components and the "sharing" of public use spaces/components (such as lobbies, public washrooms, and parking areas) may result in cost savings associated with facility development based on space planning efficiencies and multiple use of common and multi-purpose areas compared to the development of single purpose or stand alone facilities. Operational cost savings are also typically realized through more efficient staff deployment (particularly day to day management and operation, maintenance and janitorial/custodial functions). The grouping of facilities, services, programs and activities in a single, convenient location also results in improved public access to services in general and in particular for family use where family members may participate in a wide range of different programs and activities at the same time, addressing a significant barrier to participation (i.e. lack of free time). It also supports community group use of a variety of different types of facility space (dry land training, meetings, banquets, etc.). The grouping of indoor facilities also may offer opportunities to provide major outdoor sports fields and facilities (e.g. ball diamonds, soccer fields, football fields, tennis courts) in association with the indoor facility to establish a "campus" of indoor and outdoor multi-purpose/multi-sport/multi-activity facilities.

➤ **Legislated requirements associated with accessibility and barrier free design have significant implications to the design of municipal indoor ice facilities**

The Accessibility for Ontarians with Disabilities Act (AODA) was passed in 2005 by the Provincial Government, and its regulations are gradually being addressed. The AODA mandates public and private sector organizations, providing goods and services to people in Ontario, must meet certain accessibility standards in the areas of customer service, transportation, information and communications, the built environment, and employment.

As a result, municipal indoor ice facilities must be designed and constructed in a manner to be barrier-free to those with a broad range of disabilities. Existing municipal arena facilities will also need to be renovated to meet these regulations. Typically this involves consideration of a number of building components and elements such as: entrance doors, lobby space, washrooms, change rooms, corridors and seating/activity areas (e.g. access to an ice rink and player's benches can be designed to facilitate sledge hockey), lighting, audible and visual alarm systems, signage, designated and accessible parking areas.

The provision of family washrooms and change rooms is a newer trend, largely driven by the need for caregivers to access spaces where their children or those with special needs may require a separate or "personal" changing area. Family change rooms may be equipped with specialized chairs or restroom facilities to better assist those with disabilities. In larger urban centers there is increased awareness and attention directed to the unique requirements associated with the LGBT community particularly in terms of the design and provision of dressing/change/shower areas and public washrooms.

➤ **The NHL rink dimension is preferred in newer municipal indoor arena facilities**

There are 2 "regulation" ice pad dimensions:

- International or Olympic: based on the International Ice Hockey Federation (IIHF) specifications, which are 61 metres (200 ft) × 30 metres (98.4 ft) with a corner radius of 8.5 metres (28 ft). Commonly referred to as an "Olympic sized rink" and a 200' x 100' sized rink.
- North American or NHL: based on the National Hockey League (NHL) specifications of 200 feet (61 m) × 85 feet (26 m) with a corner radius of 28 feet (8.5 m).

Many municipal arena facilities in Ontario developed before the 1980's contained ice pads of varying dimensions, and not necessarily based on regulation dimensions. Since the 1980's most municipal arena facilities in Ontario were designed and constructed to provide a standardized, regulation sized ice pad. During this time some Ontario municipalities developed arena facilities that included Olympic sized rinks, often paired with an NHL sized rink. These were sometimes developed associated with bids for hosting major tournaments/competitions or reflected the preference of the Canadian Hockey Association for the larger pad. Ontario municipalities that developed Olympic sized rinks included: Mississauga (Iceland), Huntsville (Don Lough Arena), Fort Erie (Leisureplex Complex) Clarington (South Courtice Arena), Leamington (Highbury Canco Arena), Toronto (MasterCard Centre), Newmarket (Magna Centre), Woodstock (Woodstock District Southwood Arena), Cambridge, (Hespeler Memorial Arena), Oakville (Sixteen Mile Sports Complex), Belleville (Yardmen Arena), Waterloo (RIM), and Barrie (Allandale).

The trend in the last decade has favoured the NHL regulation size rink partly in response to the additional capital and operating costs associated with the Olympic size rinks with the absence of any associated financial benefit or advantage to offset the cost premium associated with the larger ice size. Kitchener's recent proposals for the "Aud" twin pad rinks involves replacing the two Olympic size rinks with smaller NHL size rinks.

In addition some newer municipal arenas (and in particular private sector arenas) have included the provision of a specialized training ice pad used for goalie and shooting instruction. These facilities offer an additional revenue stream based on their rental, typically based on a 30 minute time period.

➤ **The provision of non-boarded leisure ice space is increasingly considered as a design approach to support leisure skating activities**

"Mini arenas" or secondary ice surfaces are being developed to accommodate public skating and recreational programs. These are considered beneficial to improving the user environment for recreational activities such as pleasure skating and basic level instructional programs. It is generally considered that increasing the range of "recreational" ice related activities an arena accommodates offers the potential to generate revenues during typical non-revenue producing hours (non-prime time) and also offer the opportunity to provide these types of programs during prime time hours that are typically utilized for competitive or organized ice sports.

➤ **Enhanced public, user and spectator amenities are being provided**

The design of new municipal indoor ice facilities incorporates enhanced public areas and amenities such as: lobby areas that also function as community meeting and gathering places, larger change rooms, heated viewing areas, WIFI, ATM machines, food and beverage services, shared office/administrative spaces, etc. These amenities are considered beneficial to increasing the user experience.

➤ **"Leased" space for such functions as licensed food service/restaurants, pro shops, sports medicine/medical, etc., has become less financially viable**

The business context for the provision of leased space within municipal indoor ice facilities including food and beverage concessions, pro shops and higher level services such as licensed restaurants and physiotherapy services has changed dramatically over the last decade. There was a trend away from the traditional provision of basic food and beverage service by local volunteers or a community group to a wider array of services provided based on the leasing of areas in the facility and service contracts. In all but the larger urban areas this trend appears to have ended, primarily because the anticipated financial benefits of operating these types of commercial operations within the municipal arena facility were largely over-estimated. Many businesses failed due to a lack of trade and it has become increasingly difficult to find private sector businesses willing to assume the risk associated with these locations. As a result, increasing attention is currently focused on the assessment of the financial viability of such services during the facility planning process.

➤ **There is an increased importance placed on the evaluation of suitable locations and sites for the development of municipal indoor ice facilities**

Many municipal arenas were developed as community based facilities serving a number of local neighbourhoods. Over time and with urban intensification these facilities become increasingly regarded as a negative type of land use in a residential context, and many have limited expansion potential due to restrictions of site size or surrounding land uses. Vehicular traffic and parking are also issues confronted with older municipal arenas located in residential areas. As a result a highly visible, easily accessible site, large enough to support future potential expansion is considered good facility planning practice. Ensuring that new facilities (as well as their sites) are designed to accommodate potential future expansion is a best practice that is being followed by many municipalities.

➤ **Municipalities are placing increased emphasis on energy efficiency and environmental sustainability in the planning and design of new arenas and the renovation of existing arena facilities**

Advances in capturing and reusing energy have made facilities more efficient and have helped to reduce utility consumption. Municipalities are increasingly adopting policies that establish specific LEED (Leadership in Energy and Environmental Design) construction and/or certification levels for arena buildings. Opportunities for the application of "green" or energy saving technologies such as alternate sources of available energy (such as solar and ground source heating and cooling), and those that improve the control of energy distribution and consumption (heat pumps, lamps and light fixtures, etc.) within the facility are also being explored and applied both during the design of new municipal arena facilities as well as retro-fit and renovation of existing facilities.

➤ **Increased attention is being directed to designing new and retro-fitting existing municipal arena facilities to ensure the safety of users and spectators and employees**

Municipalities are incorporating Crime Prevention Through Environmental Design (CPTED) or similar principles into the design or renovation of arena facilities. This may involve ensuring that all facility site and parking areas are well lit and visible (if not monitored remotely), the provision of emergency communication systems and the installation of surveillance cameras and monitoring. Additional efforts are also being implemented to ensure the security of municipal arena facilities and equipment during times when the facility is closed.

- **The re-purposing or alternative use of surplus or out-dated municipal arena facilities remains a challenge and largely dependent on specific local conditions**

There are a few examples of the adaptive re-use of surplus or out-dated municipal arena facilities to accommodate non-ice use for community centre space (e.g. Kingsdale Community Centre in Kitchener), indoor soccer (e.g. Syl Apps Community Centre in Paris, Ontario), gymnastics (e.g. Ken Giles Recreation Centre in Brampton), commercial or institutional usage (e.g. the former Maple Leaf Gardens in Toronto), and storage for public works or other operations equipment. Other examples of adaptive re-uses include curling rinks, indoor tennis, box lacrosse, and indoor skateboarding. However given the costs associated with re-purposing an arena facility it is most often decided to decommission and demolish these types of facilities and use their sites for alternative uses.

- **There is increased emphasis placed on the management of the indoor arena facility design and construction processes**

In recent years there has been growing interest in structuring the management of the municipal arena facility design and construction phases to ensure municipal budgets, schedules and priorities are adhered to. This has been the direct outcome of a number of situations where the municipal budget for construction costs were significantly exceeded (for a variety of reasons) and construction time-lines and schedules were unrealistic resulting in delays in bringing the new facility into service.

The trend is for municipalities to utilize a version of a "construction management" approach during the design/construction phase of arena facility development as opposed to the traditional methods commonly referred to as Design/Bid/Build, or Design-Build approaches (e.g. the Pelham Twin Pad Community Complex currently under development). In addition municipalities are placing greater importance on input from a professional cost consultant to prepare detailed construction cost estimates during various stages of municipal arena design and construction.

- **Limited sources of non-municipal capital financing of municipal arena facilities in Ontario place an increasing burden on Municipalities to explore alternative forms of financing**

The vast majority of municipalities in Ontario are experiencing challenges in funding the development of new or the rehabilitation of existing indoor arena facilities. This funding challenge is caused by convergence of several circumstances the most significant being a reduction (or elimination) of traditional funding from senior levels of government.

Presently, there are no formal provincial or federal infrastructure programs from which municipalities are able to receive financial assistance to develop or renovate indoor arena facilities. While communities experiencing residential and commercial development are able to use Development Charges (DCs) to underwrite the cost of some facilities, typically, DC reserves are insufficient to fund all of the community's priorities. Additionally, DC funding is usually tied to historical recreation and sport facility standards within the community. Consequently, funding of facilities that represent an elevated service standard is often not possible within the local DC by-law. DC funding opportunities in communities with stable or declining populations are further restricted.

In 2006, the Federal/Provincial-Territorial Sport Committee published a report entitled Innovative Sources of Funding for Development and Rehabilitation of Sport and Recreation Infrastructure. The report identified the following infrastructure funding alternatives that are employed by municipalities throughout Canada:

- Local Improvement Charges – special assessments or surtaxes levied on specific districts that would most benefit from capital improvements made in the district.
- User Fees – nine in ten Canadian municipalities charge user fees to help fund program delivery and to some extent to underwrite the capital cost associated with sport and recreation facilities.
- Fund-raising – most municipalities engage in community fund-raising as part of facility development or redevelopment strategies.
- Density Bonusing – mechanism allowing developers to add more density in return for the provision of public facilities.
- Capital Surcharge – an additional charge over and above user fees that is directed towards the reserve account to pay for specific capital projects or to pay off a capital debt.
- Loan Guarantees – the provision of a loan guarantee to (incorporated) community organizations to build infrastructure specifically for their needs – usually for facilities considered to be beyond “basic levels of service”.
- Naming Rights – selling the rights to have a corporation's name associated with a facility or a component of the facility.
- Public-Private Partnerships (P3s) – involving the private sector one or more aspects of a building's design, construction, operations or financing.
- The traditional option of borrowing money (i.e. debentures). The cost to borrow one million dollars at 6% over a 10-year amortization is approximately \$132,840 per year.

➤ **Private Sector Indoor Ice Facilities**

There has been a variety of private sector groups that have developed and operated private arenas in Ontario. Currently, there is one dominant industry leader and many individual operators in communities across Canada. Canlan Ice Sports Corp is the largest private sector owner and operator of recreational ice sports facilities in North America currently owning and/or managing 20 facilities in Canada and the United States with 57 ice rinks and 20 indoor soccer fields/dry land surfaces. The private sector tends to design arena facilities as “purpose specific” including those spaces that optimize the revenue generating capability of the facility, reduced staffing requirements and costs compared to a municipal operational model. This approach results in lower capital costs and more economical operations per square foot. Many private sector arenas operate year round on a 24 hour basis. In many urban centers they accommodate the community’s demand for summer ice.

➤ **Outdoor Ice Rinks**

Where climatic conditions allow, use of artificial ice outdoor rinks as a complement to the provision of indoor ice are regaining popularity as a means to encourage recreation participation in skating, as well as learn to skate activities. However, boarded artificial outdoor rinks are less popular than the development of outdoor artificial ice trails. A number of outdoor artificial ice trails have been developed recently to encourage participation in recreational skating as well as act as a tourist destination attraction (e.g. Colonel Samuel Park Toronto - figure 8 skating trail, Greenwood Park Toronto outdoor covered skating rink for hockey and a skating oval, Brampton outdoor skating trail at Chinguacousy Park, Brampton Gage Park skating trail, the Richmond Green Skate Trail in Richmond Hill and the Waterdown Ice Skating Loop in Hamilton).

**11.3 Essential Arena Features - Current Municipal Arena User Groups**

Municipal arena user groups were asked to identify from a pre-selected list, the features of an arena facility that they considered to be "essential" to their provision of ice related programs and activities and use of an indoor arena facility (Table 11.19).

The feature the largest proportion of current municipal ice users identified as "essential" was "showers in the dressing rooms", identified by 83% of municipal ice user groups. "Warm viewing area" and "Music/PA system" were each identified by 50% of municipal ice user groups as "essential" arena features. The other features examined were each rated by a proportion of municipal ice user groups as "essential" facility features.

**Table 11.1: Rating Essential Features of an Arena Facility**

| Arena Feature                 | Percentage of Municipal Ice User Groups That Identified Feature As "Essential" (n=18) |
|-------------------------------|---|
| Showers in the dressing rooms | 83%   |
| Warm viewing area             | 50%   |
| Music/PA system               | 50%   |
| Spectator Seating             | 39%   |
| Meeting room                  | 33%   |
| "Pro shop" supplies           | 33%   |
| Wi-Fi                         | 33%   |
| Display board                 | 30%   |
| Canteen/snack bar             | 28%   |
| Storage for equipment         | 28%   |
| Office/admin space            | 28%   |
| Hospitality room              | 22%   |
| Lockers in the dressing rooms | 11%   |
| Ticket booth                  | 11%   |

The existing municipal indoor ice pads typically have provided spectator seating for 300 (John Rhodes) or 400 (McMeeken). Existing municipal ice user groups did not identify a group specific requirement for the provision of a greater seating capacity although two municipal ice user groups that currently use the John Rhodes facility rated the amount of seating provided at the facility as "poor". It is concluded that the provision of spectator seating for 300-400 in any new municipal indoor ice pad facility would be adequate for their needs.

Existing municipal ice user groups expressed concern associated with the number of change rooms provided, their size and the fixtures provided in the change rooms. It will be essential to ensure that during the planning and design of any future new municipal indoor ice pads that specific attention is directed to ensuring that support services including change rooms specifically are designed to meet the needs of users as well as to support efficient ice utilization.



#### 11.4 The Preferred Future Municipal Indoor Ice Facility Development Strategy

Assuming that the Municipality proceeds to replace the existing McMeekin Arena with a new facility, and develops an additional municipal indoor ice pad to accommodate the demand for municipal indoor ice time as documented in this report, the most effective strategy for future facility planning and design would be to:

- Develop the proposed replacement facility for the existing McMeekin Arena and the proposed additional municipal ice pad required to accommodate demand identified through the research as a double-pad arena facility.
- Provide the proposed 2 new indoor ice pads based on the NHL rink dimension.
- Provide spectator seating for 300-500 spectators associated with each ice pad.
- Plan and design the new facility in a manner to allow for the potential for expansion in the future.
- The preferred location and site for the proposed new municipal twin-pad arena facility should allow for the potential to create an integrated multi-purpose community centre type of facility including outdoor sport and recreation facilities.

The Municipality may wish to investigate a potential opportunity for collaboration with Sault College that was identified during the conduct of the research associated with the development and operation of a new municipal arena facility.

## SECTION 12.0 - MUNICIPAL ARENA AND INDOOR ICE SERVICE MANAGEMENT AND OPERATION

### 12.1 Introduction

The following presents a summary of current best practices associated with the management and operation of municipal indoor ice facilities with a specific focus on the issue of ice time utilization. Perhaps the most important trends associated with the management and operation of municipal indoor ice facilities are associated with a variety of strategies directed to improving their operational efficiency and financial performance. These strategies typically include those directed to reducing operational expenditures or increasing operational revenues by improving ice utilization.

Resident and municipal user group opinions concerning fundamental aspects of the current municipal management and operation approach associated with the municipal indoor ice pads are presented and a series of proposed revisions to the current municipal approach are recommended for consideration by the Municipality as part of the decision making process associated with planning the provision of municipal indoor ice services in the future.

### 12.2 Municipal Arena Management and Operation Trends and Best Practices

The following presents a summary of current trends and “best practices” associated with management and operation of municipal indoor ice arena facilities.

#### ➤ *Revising the classification of “prime-time” ice*

Traditionally, ice arena schedules at most facilities have been established by historical precedents with preferences given to certain user groups. However the need to ensure maximum efficiency is resulting in increased attention to revising traditional approaches to the classification of ice use time periods, scheduling formats and structures.

In situations where there is un-met demand for prime time ice and prime time ice is fully utilized, municipalities increasingly are considering the viability of extending the time periods classified as "prime-time" particularly during the week day evenings to include up to 11 pm. This has an immediate positive impact on generated revenues. However in some municipalities (such as occurred in Ottawa this year) adult user groups are increasingly unwilling to use ice time after 9 pm. This is placing increased demand on traditional prime time hours of between 5pm and 10pm on weekdays and all day on weekends. In some communities, declining registrations have adversely affected bookings during “shoulder” hours that fall just outside of the prime times (e.g. 7-8 am, 4-5 pm, and 10 pm-12 am).

#### ➤ *Increasing utilization of non-prime time use, or reduction in the provision of non-prime time use hours*

Most municipalities have very limited prime time ice availability at their arenas, but most have a significant amount of non-prime ice time that is unused. This has an implication to the cost of arena operations if the facility's staffing deployment is not structured to reflect the limited use of non-prime time. To offset this cost inefficiency some municipalities have changed their operating hours to minimize the number of hours when non-prime time ice is available for public use (such as not opening the arena facility during the weekdays until 4pm), reducing staffing during those times when non-prime time hours are no longer available for use, as well as scheduling ice maintenance activities during this time period.

Other municipalities (including Oakville, Richmond Hill and Markham) have implemented strategies to increase the utilization of non-prime time ice involving the provision of programs and activities targeted to specific markets that are likely to be available to participate in activities during non-prime time hours. These typically include school use, seniors only recreational drop-in skating, parent and tot learn to skate programs, shinny hockey (pick-up/drop-in basis), and hockey leagues for older adults aged 55+. Municipalities with a significant proportion of new immigrants are offering instructional skating programs complemented by skate and helmet rental during the traditional non-prime time hours.

➤ ***Increasing user fees for ice use/rental***

Traditionally, municipalities have relied on historical precedent and regional benchmarking in the setting of user fees for the use of indoor ice time. This is gradually changing as more municipalities place emphasis on user fee pricing policies directed to recovering an increased percentage of the cost of service provision.

Municipalities are increasingly undertaking formal reviews of the rationale, structure and rates associated with municipal user fees in general and those applied to indoor ice facilities. There is increasing attention directed to establishing formal cost recovery rates or ratios as the basis for a municipal user fee policy. Establishing financial performance targets based on annual operating expenditures is the most common approach (generally ranging from 50% to 95% recovery for arenas, depending on the user type).

There is also increased attention directed to the long term costs associated with the on-going maintenance and repair of facilities such as indoor ice facilities as well as the costs associated with their eventual replacement. As such two general approaches have emerged. One approach involves the inclusion of a capital reserve contribution in annual operating expenditures which is reflected in user fee pricing strategies. The amount allocated to capital reserve contribution varies widely although a value equivalent to 3% to 5% of the replacement cost of the facility is often cited as a target amount. Another approach, more commonly used when the replacement of an existing facility at a specified time has been pre-determined, is the application of a capital reserve hourly fee surcharge. In this case a surcharge is commonly applied for a pre-determined number of years at a consistent rate.

➤ ***Elimination of the municipal provision of "summer ice"***

Newer indoor ice facilities typically have the capacity to support the provision of ice during the summer months. This trend was partly driven by increased demand for the service among specific types of "instructional" uses such as hockey schools, as well as improvements to the ice making mechanical systems that resulted in the possibility of providing summer ice based on the newer equipment. However the high cost of the provision of summer ice combined with low utilization rates (non-prime time ice was typically 100% un-utilized) has led many municipalities to either eliminate the provision of summer ice entirely or to only provide the service on a full cost recovery basis. When the user fee charged for summer ice is based on a full cost recovery basis, the demand for the service has often declined, or users sought out alternative less expensive providers. This has effectively resulted in fewer instances where there is significant demand for municipal ice provision during a full summer season. It is more common for there to be specific short term demand for ice during the month of August. Also, in municipalities with private sector arenas, demand for summer ice is typically met by the private arenas which operate on a 12 month 24 hour a day schedule.

➤ ***Consideration of shortened "ice-seasons" as a cost savings strategy***

The winter/spring ice season in most municipal indoor ice facilities reflects the operating seasons of the major users. Many typical ice user groups' seasons have gradually decreased over the past decades, most often in response to the rise in popularity and participation in activities such as youth soccer. This has led to situations where the "end" of the ice season is primarily a function of whether higher level competitive teams are involved in "playoff rounds". In these situations municipalities have responded by implementing a reduced operating schedule to reflect the changes in demand during the last month of the season.

➤ ***Use of the "ice-pad" and arena facility during the non-ice season is largely dependent upon the local market***

Most municipal arena facilities continue to shift or re-deploy municipal staff resources from the municipal arena facilities to other functions (most often parks and property maintenance) during the ice out or dry season. This is also the time when major repairs, renovations and upgrades are also typically scheduled. This is the most common approach to the management and operation of the indoor arena facilities during the summer season. However some municipal indoor arena facilities are utilized during this season for other types of activities. The types of activities the indoor arena facilities are used for varies significantly among municipalities, often reflecting the availability of other municipal indoor facilities (or whether the indoor ice facility has been developed as part of a multi-purpose municipal facility) or the role of the municipality in the direct provision of summer recreational programs and activities (such as day camps, lacrosse, ball hockey, skateboarding, etc.). In some instances municipalities have taken a progressive role in seeking revenue generating commercial sector uses for these facilities during the ice out season such as special events, conventions, trade shows, wrestling/boxing, etc. Some municipalities have explored investment in specialized equipment to support a wide variety of recreational activities such as net ball, pickleball and indoor soccer, usually dependent upon the lack of alternative indoor facilities in the municipality.

➤ ***Ice allocation policies increasingly aligned to achievement of municipal strategic priorities and policies***

In many municipalities the allocation of ice time in municipal arena facilities is governed by an ice allocation policy. For the most part these policies reflected historical precedents in the allocation of ice and favoured children, youth and teen participation in general and organized hockey activities. During the last decades these policies have increasingly come under review, in part based on equity of access issues and specifically the increase in female participation in organized hockey leagues. This forced municipalities to consider how their allocation policies may be a barrier to participation if they did not provide or consider allowance for the emergence of new types of use and users. However, this has proven to be difficult in many communities that have high utilization rates of prime time ice. Policy decisions have been made in some jurisdictions concerning limiting the use of prime time ice for activities such as practices and skill development in an effort to free up prime time ice for use by new users.

Another emerging policy issue is the emphasis placed on aligning municipal policies such as ice allocation with the broader and more strategic priorities of the municipality. This has the potential to disrupt long term organized user groups' pattern of ice use.

There is also a growing trend for municipalities to request a formal agreement or contract for ice time allocated to major user groups. This is increasingly important in situations where a municipality is considering the development of additional ice pads in response to user group requests. The ice time contracts are a method to reduce the risk to the municipality (e.g. Pelham entered into a series of long term use contracts with major ice users as part of the development of the new municipal twin pad facility).

➤ ***Use of new technologies to reduce operational costs***

While addressed in the planning and design section (see Section 11) it is important to note that there is constant attention directed to opportunities for operational cost savings associated with the management and operation of municipal indoor ice facilities. This is in part associated with the annual deficit most municipal indoor ice facilities incur, but also reflects the fact that a large portion of operational costs in arenas is associated with labour costs. This places emphasis on the non-labour cost factors and opportunities to apply new technologies to realize a reduction in operational cost factors.

➤ ***Municipal arena job descriptions developed in a format to support redeployment (less facility specific)***

In most Ontario municipalities, job descriptions associated with the management and operation of municipal indoor ice facilities have become less specific and more generic over the years. This allows the re-deployment of municipal operational staff from the arena operations to other functions and duties, particularly during the summer months.

➤ ***Continual attention to seeking new revenue sources***

There continues to be consistent attention directed to the creation of new operational revenue sources associated with arena operations. Opportunities such as corporate naming rights, rink board and facility advertising, and program and facility sponsorships have been well documented and implemented in most municipalities. The use of technology and apps to simplify the rental of ice time is also in use. This will continue to be an ongoing concern for facility management.

➤ ***Municipalities have explored a number of alternative service delivery approaches associated with arena facility development, management, operation and programming with mixed results***

Many municipalities have examined partnerships, collaborations and alternative service delivery models as an opportunity to increase or improve the use of existing facilities, to provide indoor ice services at a lower cost compared to traditional municipal operation model, and as a strategy to finance the development of a municipal indoor arena facility. The following summarizes the more significant types of alternative service delivery approaches that have been utilized associated with municipal indoor ice facilities.

*Volunteer Governance Models*

There are examples in municipalities across Canada and throughout Ontario where a volunteer group functions as the executive management governance structure for a municipal arena facility. Although increasingly rare, some municipal ice operations are provided entirely by volunteers.

This was the typical historical model of municipal arena governance throughout Canada and in particular the province of Ontario. This model is currently prevalent in many small rural municipalities with limited staff resources, however in larger and more urban municipalities its relevance and application as a management approach is declining largely associated with the inefficiencies and issues associated with integration of governance models in a larger municipal structure and the increase of a unionized municipal work force.

### *Shared Service Agreements*

There are examples throughout Ontario where multiple municipalities enter into an agreement to jointly provide and/or fund (commonly referred to as a shared service agreement) a specific municipal service. While more prevalent with respect to library services there are examples of Ontario municipalities that have a shared service agreement with respect to indoor arena facility and/or indoor ice service. Again this is a model of collaboration and joint service provision more common in smaller rural communities (e.g. the Town of Aylmer and the Township of Malahide) where the annual cost of the provision of the indoor ice service may have prohibited its provision by either of the municipal parties on their own.

This may also take the form of a cost-sharing agreement between a number of municipalities. For instance the Town of Smiths Falls has a cost sharing agreement with the municipalities of Rideau Lakes, Drummond/North Elmsley and Elizabethtown-Kitley regarding use of the Town of Smiths Falls arena complex. Residents from municipalities that are not party to the agreement are prohibited from using the facility except as a non-resident, and are prohibited from participating in recreation programs, service and sporting leagues provided at the arena complex. (See also Burk's Falls, Armour and Ryerson)

A variation on cost sharing agreements are joint use agreements whereby two or more public agencies or institutions agree to share the use of each other's facilities based on specific terms of an agreement. This is rarely applied in association with municipal arena facilities however has been widely applied between municipalities and school boards concerning community use of school facilities during non-school hours.

There are also a few examples where a municipality has entered into an agreement with other quasi public service providers or a non-profit voluntary organization for the operation of a multi-purpose facility that included an indoor ice facility as well as a library, or a curling club. Goderich retained the YMCA to build and operate a recreation complex and to operate the municipal arenas, deliver recreation programs, perform facilities scheduling and other service planning and operating roles and Calgary has operating partnerships with non-profit community organizations for some of the municipal arenas in the city.

Alternative service arrangements and agreements have encountered increased scrutiny in recent years. Recently Sudbury's proposed agreement associated with the management and operation of the Sudbury Community Arena including responsibility for events and box office management by the Sudbury Wolves Hockey Club has been met with opposition from local CUPE representatives.

### *Management Contracts*

In a "Management Contract" approach a private sector operator manages the operation of a municipal arena facility for a fee. In the early 1990s, a number of municipalities contracted out the management of their arenas to third parties. At that time, there were less than 6 companies that were active in third party managed recreation facilities in Ontario. Municipalities that pursued this included Parry Sound, Ingersoll, Ottawa, and Hamilton. By the end of the 1990s, fewer municipalities were exploring this approach principally as a result of increasing public resistance and dissatisfaction.

The three most significant private sector companies offering this service to municipalities in Canada are: SMG Canada (Rogers K-Rock Centre, Kingston ON, Canalta Centre, Medicine Hat AB, Meridian Centre, St. Catharines ON, Hershey Centre, Mississauga ON) Spectra (formerly Global Spectrum) (Abbotsford Centre, Abbotsford BC, Budweiser Gardens, London ON, First Ontario Centre, Hamilton ON), and Nustadia (Campus Ice Centre, Oshawa ON, University of Ontario Institute of Technology and Durham College, Oshawa ON, The William P. Wilder '40 Arena & Sports Complex Upper Canada

College, Toronto ON, The Mohawk 4 Ice Centre, Hamilton ON, The Superior Propane Centre, Moncton NB, The Pitt Meadows Arena Complex, Pitt Meadows BC). While private sector management agreements vary based on the scale of the arena facility those associated with large sports and entertainment venues have moved away from the guaranteed annual payment format (as originally used in Kingston and Moncton for example) to those which offer a base fee and incentive fee system (now under proposal for the Kingston K-Rock Centre).

This approach continues to incur debate as to its value to residents and additionally the private management companies are demanding more flexibility in terms and conditions due to the marginal profits and viability of the operations.

### *Public-Private Partnerships (P3)*

Perhaps the most prevalent trend has concerned various forms of public private partnerships commonly referred to as P3s. The more common model involved a private sector organization designing, building and financing the construction of a municipal arena facility, and may also provide management/operation services based on an agreement with a municipality. Variations on this approach are typically associated with ownership of land and/or facility.

This approach gained attention based on a number of trends that occurred simultaneously within the ice business and the municipal capital financing environment:

- As demand for prime time ice in urban centers outpaced municipal supply the number of private sector companies that operated indoor ice facilities grew thereby establishing capacity and capabilities within the private sector in the arena management and operation business.
- Municipalities were faced with severe constraints associated with the financing of new facility development partly associated with a lack of funding from other levels of government, the increased costs of facility development, and increasing financial pressures on municipalities associated with debt financing. P3 approaches were thought to limit a municipality's financial risk and exposure while taking advantage of the private sector's financial borrowing capacity.
- A growing interest among some larger municipalities for the development of a major sports and entertainment spectator indoor arena facility often including a major junior hockey team as an anchor tenant (e.g. Sarnia, Kingston, London, St. Catharines, BMO Centre Bedford NS are examples where a private sector consortium was involved in the financing, development and operation of major ice/entertainment arenas). Most P3 projects have involved the creation or extensive renovation of medium to large scale facilities, which often host minor league professional sports teams as well as community events and "entertainment".
- Municipalities were under pressure to focus on core service delivery, achieve more efficient and effective operations to reduce operational costs and tax burden.
- The private sector aggressively marketed the cost saving benefit of private sector provision/operation to municipalities (e.g. Hamilton Mountain).

The success of the P3 approach remains under debate, however experience has shown that the terms and conditions of each agreement have a significant impact on the benefits realized by the municipal partner. The trend to P3 agreements has met with opposition from among local residents and organized labour (CUPE) combined with the failure of some projects to achieve the "benefits" originally cited as justification for these approaches.

**12.3 Municipal Ice User Groups’ Opinions Associated with Municipal Arena Management and Operation**

As part of the user group survey administered during the research, municipal ice user groups were asked to evaluate 10 specific aspects of municipal policies and procedures associated with the provision of municipal indoor ice services in the city. Each aspect could be rated as either "excellent", "adequate" or "poor". Table 12.1 summarizes groups' ratings. The majority of municipal ice user groups that responded to the survey and answered this question thought each of the aspects of municipal ice service that were tested to be either "excellent" or "adequate". Only 4 of the 15 municipal ice user groups that answered the question concerning how well the municipal ice allocation policy was working rated the current situation as "poor".

**Table 12.1: Rating Municipal Policies and Procedures Concerning the Municipal Arena Facilities**

|   | <b>Excellent</b><br>(Number of Groups Reporting) | <b>Adequate</b><br>(Number of Groups Reporting) | <b>Poor</b><br>(Number of Groups Reporting) |
|---|--|---|---|
| How well is the Municipality’s Ice Allocation process working?  | 7  | 7   | 4   |
| Level of satisfaction with communication and information from the Municipality concerning the allocation of ice time in municipal arenas. | 10   | 7   | 1   |
| The number of hours the municipal arenas are open each day.   | 11   | 5   | 1   |
| The number of weeks ice is provided in the municipal arenas.  | 10   | 6   | 1   |
| The Municipality’s definition of “prime time”.  | 2  | 12  | 2   |
| The municipal prime time ice user fee.  | 3  | 8   | 2   |
| The municipal non-prime time user fee.  | 5  | 10  | 0   |
| The level of customer service from City staff concerning use of the municipal arenas.   | 13   | 4   | 1   |
| The level of ease communicating with the City about any issues/problems experienced with use of the arenas.                               | 12   | 3   | 2   |
| The timeliness of municipal response to arena related issues/concerns.  | 9  | 6   | 2   |

Municipal ice user groups were also asked to evaluate the availability of municipal staff in each of the municipal arena facilities each group currently uses. Table 12.2 summarizes the ratings of the municipal ice users. Generally municipal ice user groups rated the availability of municipal staff at each municipal arena as either "excellent" or adequate" although a few groups rated the availability of staff, specifically at the John Rhodes facility, as "poor".

**Table 12.2: Rating the Availability of Municipal Staff at the Municipal Arena Facilities**

|  | <b>Essar</b><br>(Number of Groups Reporting) | <b>John Rhodes 1</b><br>(Number of Groups Reporting) | <b>John Rhodes 2</b><br>(Number of Groups Reporting) | <b>McMeeken</b><br>(Number of Groups Reporting) |
|--|--|--|--|---|
| <b>The Availability of Arena Staff</b> |  |  |  |   |
| Excellent                              | 6  | 3  | 5  | 2   |
| Adequate                               | 2  | 7  | 8  | 6   |
| Poor                                   | 0  | 1  | 1  | 0   |



Municipal arena user groups were asked whether they had any other comments or issues related to the municipal arena facilities in Sault Ste. Marie. The majority of groups that responded to these questions repeated earlier requests for additional ice time. However throughout the research a number of municipal ice user groups expressed concern that their ice time allocation is cancelled and they have limited opportunities to replace this loss of ice time in arena facilities in the city. The most frequent reasons cited for cancellations of allocated ice were: special events/tournaments displacing regular ice users, the perception that hockey activities are given precedence over figure skating, and periodic closures of the McMeeken Arena. A number of older adult hockey groups expressed frustration with not being able to access ice times before 10 pm.

#### **12.4 Residents' Opinions Associated with Municipal Arena Management and Operation and Indoor Ice Related Sports and Recreation Programs in Sault Ste. Marie**

Approximately 220 respondents to the on-line survey provided a general comment regarding the municipal arena facilities in Sault Ste. Marie. *"More ice time/more ice pads are required in the city"* was the comment identified most often (79 respondents, or 36% of persons who provided a general comment). A number of residents also expressed concern associated with the allocation of ice time in the municipal ice pads, which was seen to be biased in favour of hockey related activities.

Respondents to the on-line survey were also asked for their opinion associated with a number of aspects related to the provision of indoor ice and associated programs and activities in the city including:

- The range, quality and cost of indoor ice sport and recreation programs and activities in the City for three age groups "children/youth/teens", "adults" and "older adults/seniors".
- The convenience of the location of indoor ice sport and recreation programs and activities.
- The ease of access to information regarding the municipal arena facilities in the City.
- Awareness of who to contact for information regarding the municipal arena facilities in the City.

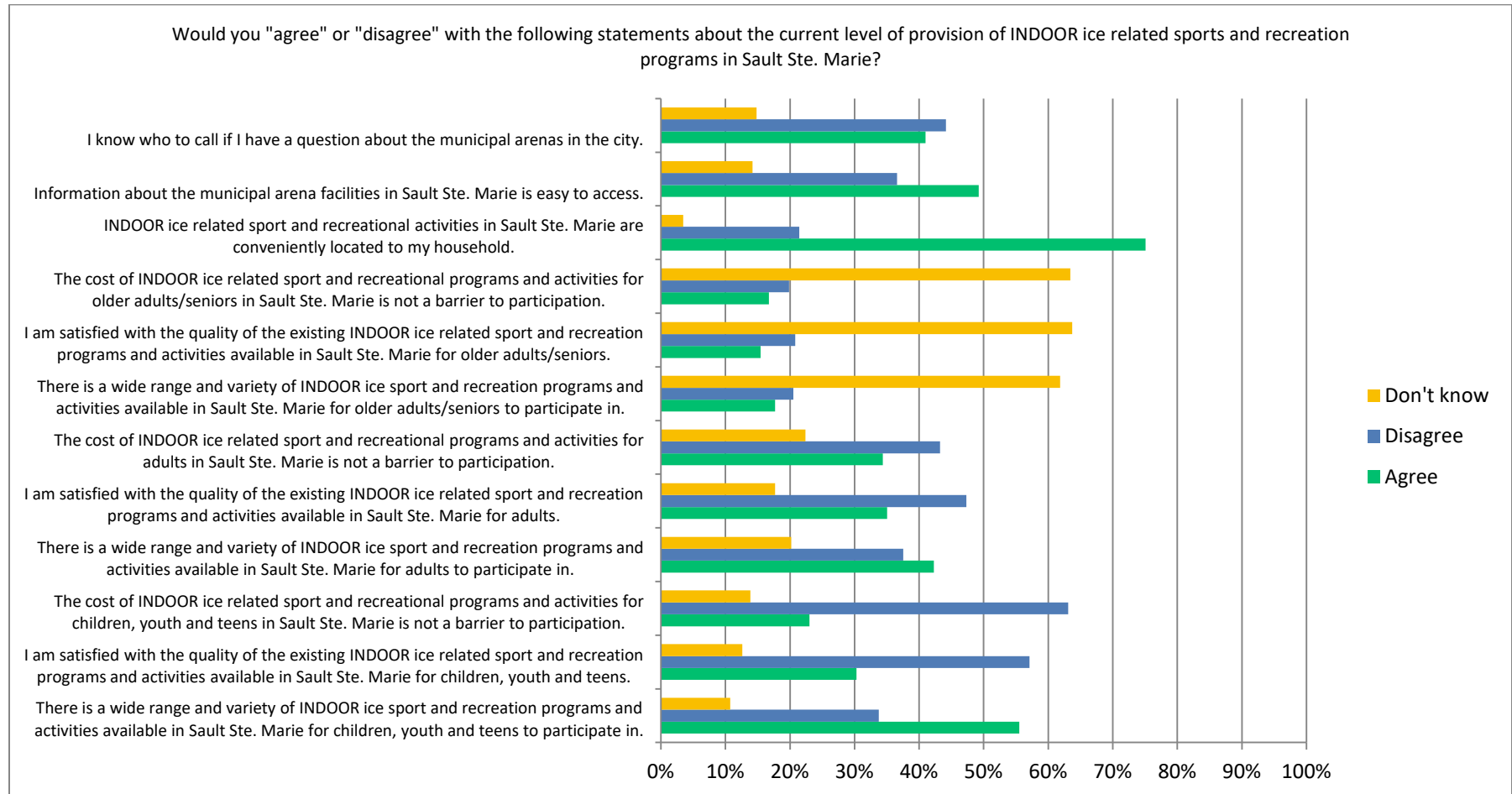
While not a statistically representative sample of city residents the survey findings can assist in identifying areas of concern or potential issues associated with the current level of provision of indoor ice related sports and recreation programs in Sault Ste. Marie. Table 12.3 summarizes the percentage of respondents that "agreed" or "disagreed" with a number of statements regarding the current level of provision of indoor ice related sports and recreation programs in Sault Ste. Marie.

The following findings are important indicators of potential issues:

- 43% of respondents identified that the cost of indoor ice related sport and recreation programs and activities may be a barrier to participation among adults
- 47% of respondents identified that they were dissatisfied with the quality of indoor ice related sport and recreation programs and activities for adults
- 38% of respondents identified that there was a lack of range and variety of indoor ice related sport and recreation programs and activities for adults to participate in
- 63% of respondents identified that the cost of indoor ice related sport and recreation programs and activities may be a barrier to participation among children, youth and teens

- 57% of respondents identified that they were dissatisfied with the quality of indoor ice related sport and recreation programs and activities for children, youth and teens
- 44% of respondents identified that they did not know who to contact at the municipality if they had a question about municipal arenas in the city

**Table 12.3: Opinions Regarding Indoor Ice Related Sports and Recreation Programs in Sault Ste. Marie**



## 12.5 Conclusions and Recommendations

The Municipality does not currently directly provide organized ice related programs. The only municipal "program" is public recreational skating and the role of the Municipality is limited to the provision of ice time for the activity. All other aspects of the planning, development, co-ordination and provision of indoor ice related programs and activities are performed by volunteer based community groups and organizations. The research has demonstrated the success these organizations have particularly among the 5-19 year age group as local participation rates are well above the average for most municipalities in Ontario. However there may be an opportunity for the Municipality in the future to perform a role in supporting the activities of these groups particularly associated with improving the quality of the programs, ensuring the affordability of program opportunities, the development of new and innovative programs and activities that are not sport related, etc. This potential facilitation and community development role for the Municipality should also include a specific focus on addressing concerns expressed related to the current municipal ice allocation policy.

It will also be important for the Municipality to review and evaluate on a regular basis the assumptions on which the analysis of demand for municipal ice time is based. Specifically the Municipality should monitor registration in municipal ice user groups programs and the utilization of municipal ice time on an annual basis. Also, new or updated population projections are prepared for the city the implications of these to the projected demand for municipal ice time should be assessed.

REPORT OF

# **McMeeken Arena Building Condition Opinion**

FOR:

**City of Sault Ste. Marie**

PREPARED BY:

STEM Engineering Group Inc.  
875 Queen Street E. Suite 2  
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DATE:

May 11, 2018

STEM Project No:

18061



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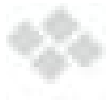
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## STEM Signatures

Report Prepared by:

\_\_\_\_\_  
Randy Beltramin, P.Eng.





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## APPENDICES

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## 1.0 INTRODUCTION

STEM has been retained by the City of Sault Ste. Marie to provide a high-level building condition opinion for the facility not based on detailed inspection.

## 2.0 BACKGROUND

The City is currently considering how the McMeeken Arena will fit in to the municipality's future building asset mix. Part of the information needed to make an informed decision is the current condition of the facility and whether it can be easily repurposed for other uses.

## 3.0 ASSESSMENT

### 3.1 Life Span of the Building

The arena was constructed in the mid 1960's and is approximately 55 years old. The average life for a steel building in North America is 65 to 75 years. There are many factors that come in to play in the life expectancy of a building, some of which include the quality of the initial construction, maintenance, type of usage, past capital renewal projects, and relevancy of the building.

The McMeeken Arena is currently in the later stages of its life cycle. Appendix A contains an excerpt from an article entitled 'How Long Do Buildings Last', identifying the progression of costs as a building ages, relative to its original construction cost. Buildings at 30 to 50 years usually undergo major *capital renewal* and *upgrade* expenditures that, combined with routine *maintenance*, almost equal the original construction value of the building. Based on our historical knowledge of the building there has not been significant investments or upgrades completed at the facility. As such, it is long overdue for a major capital infusion in order to continue functioning as an arena.

### 3.2 Renovations Required to Extend the Current Life

Following is a list of some major *capital renewals* needed at the facility with budget costs:

|   |             |
|---|-------------|
| ▪ Metal Roof over the arena (45-year service life – currently >50 years)  | \$ 600,000  |
| ▪ PVC Roofing over front flat roof (20-yr service life – currently >25 years)   | \$ 150,000  |
| ▪ Metal Siding around arena (50 year service life – currently >50 years)  | \$ 450,000  |
| ▪ Brick Rehabilitation  | \$ 50,000   |
| ▪ Interior Painting of the Arena Roof Steel due to corrosion  | \$ 75,000   |
| ▪ Replace Dehumidifier that is currently not functioning  | \$ 80,000   |
| ▪ The piping in the ice surface and header trench has been experiencing ongoing repairs due to deterioration. This problem will continue to accelerate over time. The concrete pad, embedded piping, and associated piping in the header trench should be replaced. | \$1,000,000 |
| ▪ Parking Lot appears well beyond its service life  | \$ 500,000  |

It should be pointed out this is not an exhaustive list and there are many other components that are reaching, or are beyond, their expected service life and should be replaced (i.e. ceiling tiles, flooring, doors, etc.)

Further, this list does not include for any *upgrades* to the original facility construction that usually occur after it has been in service for 30-50 years. Some examples of *upgrades* would include such things as improvements to its performance (i.e. more energy efficient ice plant and rink surface, increased insulation, meeting new code requirements such as accessibility), address changes to how the facility

is used (change room alterations), or even to provide a more updated appearance for community pride.

### 3.3 Suitability for Conversion to Non-Ice Activities

Consideration is being given to repurposing the building for other possible uses. The following upgrades would be considered necessary in addition to the items listed in 3.2 above:

#### a. Non-heated building (i.e. storage):

- Minimally heated to remain above freezing.
- Replace roofing on both flat PVC and sloping metal roofs
- No other change/upgrades required

#### b. Heated recreational facility (i.e. indoor tennis courts)

- Roof and walls of arena area are minimally insulated. Additional insulation would be required to ensure heating costs are kept reasonable.
- A Heat/Air-Conditioning/Ventilation Plant would be required for the arena area.
- Change Rooms are in poor/outdated condition and should be upgraded
- Washrooms do not comply with the current municipal accessibility standards and should be upgraded

### 3.4 Current Rink Pad Condition

STEM was asked to review the current condition of the rink slab due to concerns about frost heave. The soil under the arena is a soft wet clay that is highly susceptible to frost movement.

From our experience of completing building structural reviews on a 3-year cycle there has never been a noticeable problem with frost heave under the rink slab. Historically, the ice surface is removed in mid-spring and is not put back in until September. This has prevented the development of permafrost conditions under the ice slab since the ground thaws out each year and has therefore kept any frost movement to a minimum.

As noted in 3.2, however, breakage in the refrigeration piping in the slab is becoming more of an issue each year. At some point, in the near future, the slab will have to be replaced together with all the refrigeration piping.

### 3.5 Remediation Concerns (i.e. mold)

Over the years the building has experienced ongoing leaks in both the front flat PVC roof and the arena metal roof. Though there have not been any reported health concerns from mold associated with the leakage, further study should be completed by a qualified environmental company to ensure there are no health concerns.

## 4.0 CONCLUSIONS & RECOMMENDATIONS

Based on this high-level review, the McMeeken Arena would be considered an old building that is generally in fair to poor condition. Without a major infusion of capital, it would be considered reaching the end of its functional service life.

The facility is in need of significant *capital renewal* investment in excess of \$3M to bring it to a reasonable operating level. Even with this level of *renewal* investment the facility would still have a dated look and functionality, with high maintenance and operating expenses. To address this, a significant additional *upgrade* investment would be required, which together with the *renewal* and



*maintenance* costs would bring the final cost in line with constructing a new facility of similar construction type and size.

If an ice arena for this area of the city is part of the Municipality's long-term vision, then it is our opinion funds would be better spent on a new facility. The current arena can function for the short term with minimal investment to maintain it operational until such time that it can be decommissioned and replaced with a new facility. Its remaining life will then depend on renewal work being done, when required, to maintain its safe operation.

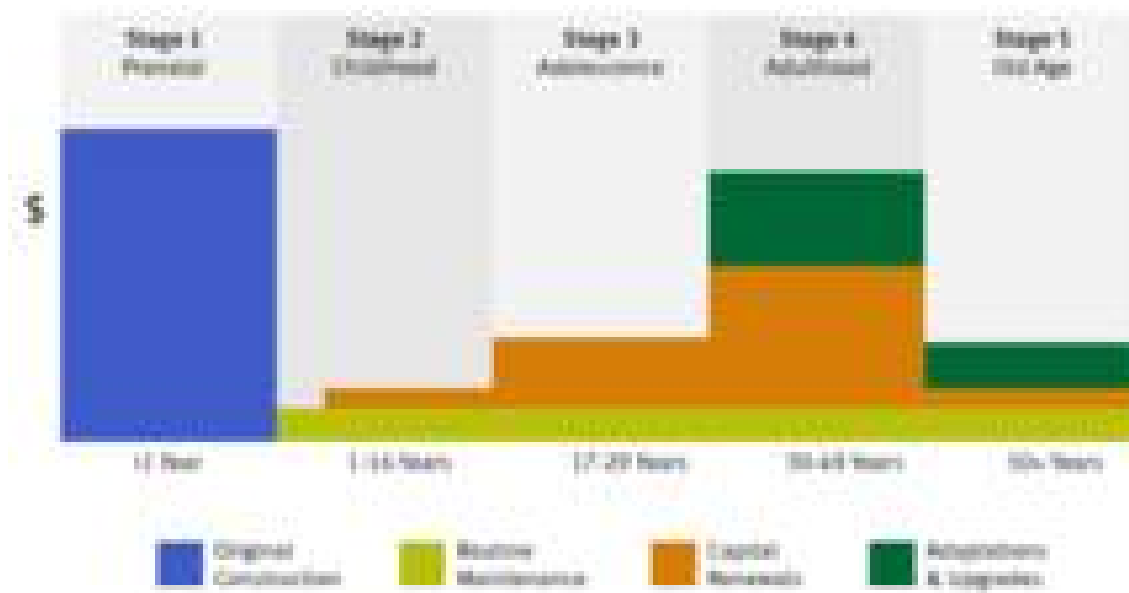
## APPENDIX A

The following excerpt is from an article entitled 'How Long Do Buildings Last' by David Albrice of RDH Building Science Inc.

### 4. “Adulthood” Stage (30-49 years)

The fourth stage of a building starts at about 30 years. Some of the shorter life assets (that were first replaced in life stage 1) will now require their second round of renewal. The owners and their property manager are now challenged with a facility containing a range of assets of different ages and deteriorating at different rates. Stage 4 of the building life cycle is characterized by the following attributes:

- **Maintenance.** Maintenance during this stage is essentially no different from the earlier life stages. The owners continue to focus on the maintenance of all critical systems. The quality of the preventative maintenance program will help mitigate the rate of deterioration of some of the assets.
- **Repairs.** Functional obsolescence, style obsolescence and legal obsolescence need to be managed carefully at this stage. Also, the factors impacting the deterioration of assets will be discussed in an upcoming bulletin.
- **Renewals.** At this stage the owners will encounter the largest and most expensive of the asset renewal projects, such as the replacement of the windows and wall cladding assemblies.



Listed below is a summary of the types of renewal projects that often occur during the “adulthood“ life stage of a building:

- ***Exterior Cladding.*** Some exterior wall cladding assemblies will reach the end of their useful service lives and require renewal during this life stage.
- ***Fire Alarm Panels.*** Fire alarm systems are prone to technological obsolescence, which affects the availability of replacement parts. The replacement of the panel can sometimes trigger the need to replace all the field devices throughout the building, such as smoke alarms and heat detectors.
- ***Exterior Roadways.*** After 20-30 years of continued exposure, the asphalt roadways and concrete paved areas will likely require rehabilitation. Signs of deterioration will include alligator cracking and potholes.
- ***Interior Redecorating.*** Style obsolescence sometimes drives the need to replace interior finishes and furnishings in the lobbies, hallways and amenity rooms.

Mr. Tom Vair  
Deputy CAO  
Community Development and Enterprise Services  
99 Foster Drive, Sault Ste. Marie, ON  
P6A 5X6

**Re: SUPPORT FOR ADDITIONAL ICE SURFACE**

Dear Tom,

On behalf of Tourism Sault Ste. Marie it is with pleasure that I write this letter of support for the City of Sault Ste. Marie to accept a recommendation to construct a new double ice surface facility (twin pad arena). Sports tourism plays a very significant role in the world of global tourism and sport continues to be major industry driver for why people travel.

In 2017, Canada saw a continued rise in the value of sport tourism with a total expenditure of over \$6.8 billion, an increase of more than \$33 million over 2016 according to the Canadian Sport Tourism Alliance. Sport tourism is a significant element in world tourism, and has become a highly competitive niche business. As interest and participation in sport grows within the leisure industry, the desire of people to travel to compete or to spectate has also grown. In 2018 alone, Sault Ste. Marie sports tourism generated well over \$1.5 million in positive economic impact for our community with various sporting and spectator events.

Tourism Sault Ste. Marie, a division of the Sault Ste. Marie Economic Corporation, has dedicated full time human resources committed to bid and attract major sport hosting opportunities to our community. The competition to secure major events continues to grow as communities recognize the economic potential sports tourism generates. To remain on top in sport bidding and hosting, it is essential that our facilities and ice surfaces must meet or exceed provincial sport standards.

Hosting sport events is also a stimulus to local sport development as well as a positive economic and community development tool. With the addition of a new double ice surface to our compliment it will not only strongly benefit our local user groups, but also increase our attractiveness as an event hosting destination. On the horizon are significant opportunities for event bids including the 2020 Ringette Nationals, the 2021 National Aboriginal Hockey Championships, the 2022 Ontario Winter Games and the 2024 Skate Canada Nationals. Each of these events would greatly benefit from a new facility and an additional ice surface.



As our nation continues to stand out as an international sport hosting destination, the opportunity for Sault Ste. Marie to continue to secure major sporting events will also grow. This same opportunity applies across the province and country; therefore it is essential that our city continue to invest capital resources to increase our attractiveness as a sport hosting destination.

I look forward to a continued working relationship to help grow and develop Sault Ste. Marie as a destination of choice for travelers both sporting and otherwise.

Best regards,



Alana Kenopic  
Manager, Sports Tourism and Special Events  
Tourism Sault Ste. Marie

January 4, 2019

Tom Vair  
Deputy CAO, Community Development and  
Enterprise Services  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

Dear Tom:

I am writing this letter as a follow up to a series of discussions between the City and the College regarding the merits associated with choosing the College campus as a location for a municipal arena.

It is our understanding that based on a needs assessment study the City is contemplating the decommissioning of the McMeeken Center and the construction of up to two new, indoor ice arenas. You shared with us a consultant's report titled "Assessment Of "Additional" Costs Associated with Development and Operation of Two Single Indoor Ice Pad Facilities Compared to Proposed Twin Pad Facility" which clearly indicates that a twin pad solution is less costly than two single pads from both an operating and capital perspective. Although difficult to quantify, what is missing from the report is an assessment of the benefits associated with locating one of the two ice pads on the College campus (chart added below).

There are several considerations that we ask the City to take into account in its decision making:

- The City has adopted many of the recommendations of a Community Adjustment Committee; one of which reads:
  - Grow our post-secondary institutions – A significant strength of our community is the presence of Sault College and Algoma University, and we must work collaboratively with these institutions to support their development, growth, and expansion.
- Post-secondary education is a competitive endeavour.
- Many communities in Ontario are facing population decline which is intensifying the competition for both domestic and international students.
- This competition is leading Colleges and Universities in these communities to introduce unique features that are intended to attract students from other areas.
- Many universities have campus-based arenas; however there are very few Colleges with an arena on campus.
- Campus-based arenas create opportunities for enhanced student life that are otherwise not possible.
- Campus-based arenas create opportunities for important experiential learning activities that are otherwise not possible.

- Sault College is currently the only College in Ontario with a men’s varsity hockey team.
- Sault College plans to introduce a women’s varsity hockey team in 2019/20 having already played two seasons of exhibition games.
- The men’s and women’s hockey teams have demonstrated the ability to attract students to Sault College from other communities who would otherwise have chosen other institutions.
- The American Collegiate Hockey Association (ACHA) has approved the Sault College Cougars to move up a level from Division 3 to Division 2 effective the 2019/2020 season creating the possibility of attracting teams from well-known schools such the University of Michigan and Ohio State University to Sault Ste. Marie for games. Most of the schools in Division 2 have an arena on their campuses and prefer to play away games on a campus.
- An arena on the Sault College campus can clearly be a differentiating feature that will be highlighted for recruiting purposes and for attracting visiting teams from the United States and support the development, growth, and expansion of the College.

Regarding the difference in capital costs associated with two single pads vs a twin pad, the College is prepared to explore the possibility of securing funding that may be available to an academic institution but not to a municipality for an arena project that has an experiential learning element embedded in the operating design. There may be shared services arrangements that can be made between the City and the College to reduce the operating cost difference.

#### Sault College-Based Arena Benefits

| Description   | Benefits City of Sault Ste. Marie  | Benefits Sault College   |
|---|--|--|
| Supports recruitment of competitive student athletes. Hockey athletes are attracted to schools with the best facilities on campus.  | Yes<br>Supports Future SSM growth agenda                                   | Yes<br>Enrolment sustainability                                      |
| Supports recruitment of students interested in recreational activities in an arena.   | Yes<br>Supports Future SSM growth agenda                                   | Yes<br>Enrolment sustainability                                      |
| Supports attraction of varsity hockey home games, some involving high profile teams from prominent US schools. As noted above ACHA teams prefer to play away games on a College | Yes<br>Increased economic activity (visiting teams and fans stay in hotels | Yes<br>Enables participation in higher divisions with higher profile |

|  |   |   |
|--|---|---|
| campus.  | and eat in local restaurants, etc.)   | teams   |
| Non-prime hours can be utilized by the campus community that would not otherwise be possible with the off-site arena.                                | Yes<br><br>Partially offsets incremental operating costs associated with single pad vs twin pad   | Yes<br><br>Enhanced student life                      |
| Arena provides opportunities for student experiential learning   | Yes<br><br>May enable attraction of capital that would otherwise not be available to a municipality without a post-secondary partnership and reduce the need for debt financing of the facility | Yes<br><br>Improved learning environment for students |
| A campus-based arena facilitates opportunities for shared services which may reduce arena operating costs (e.g. snow removal, grounds keeping, etc.) | Yes   | Yes   |
| Events involving local and out of town users expands brand awareness of the College.   | Yes   | Yes   |

The College is committed to finding a location for a campus based arena on existing property. The attached concept sketches show an arena physically connected to the existing Health and Wellness Learning Center. The arena will complement the activities taking place in the Health and Wellness Learning Center and vice versa, and create a recreation hub near the center of gravity of Sault Ste. Marie.

The College is also attaching a letter of support for a campus based arena from the Huron Superior Catholic District School Board.



Should an arena project be approved we are requesting that the City undertake a detailed preliminary building and operating design of a campus-based arena in order to establish a more accurate estimate of the cost differences between a two single ice pads (one at the College) and a twin pad. The College is prepared to provide the information and have the discussions in support of a detailed preliminary design process in a timely fashion.

We ask the City to consider the Community Adjustment Committee recommendation noted above within the context of arena location decision making and we look forward to further discussions.

Kind Regards,



Dr. Ron Common,  
President



1721

Project No. 1721  
 Date May 10, 2017  
 Scale 1" = 25'-0"  
 Checked by F. Pastore  
 Drawn by C. Berkenbosch

Dwg No. sk2.0

Project Name  
 Sault College of Applied Arts  
 and Technology  
 441 Northern Ave. SSM  
 Schematic Floor Plan

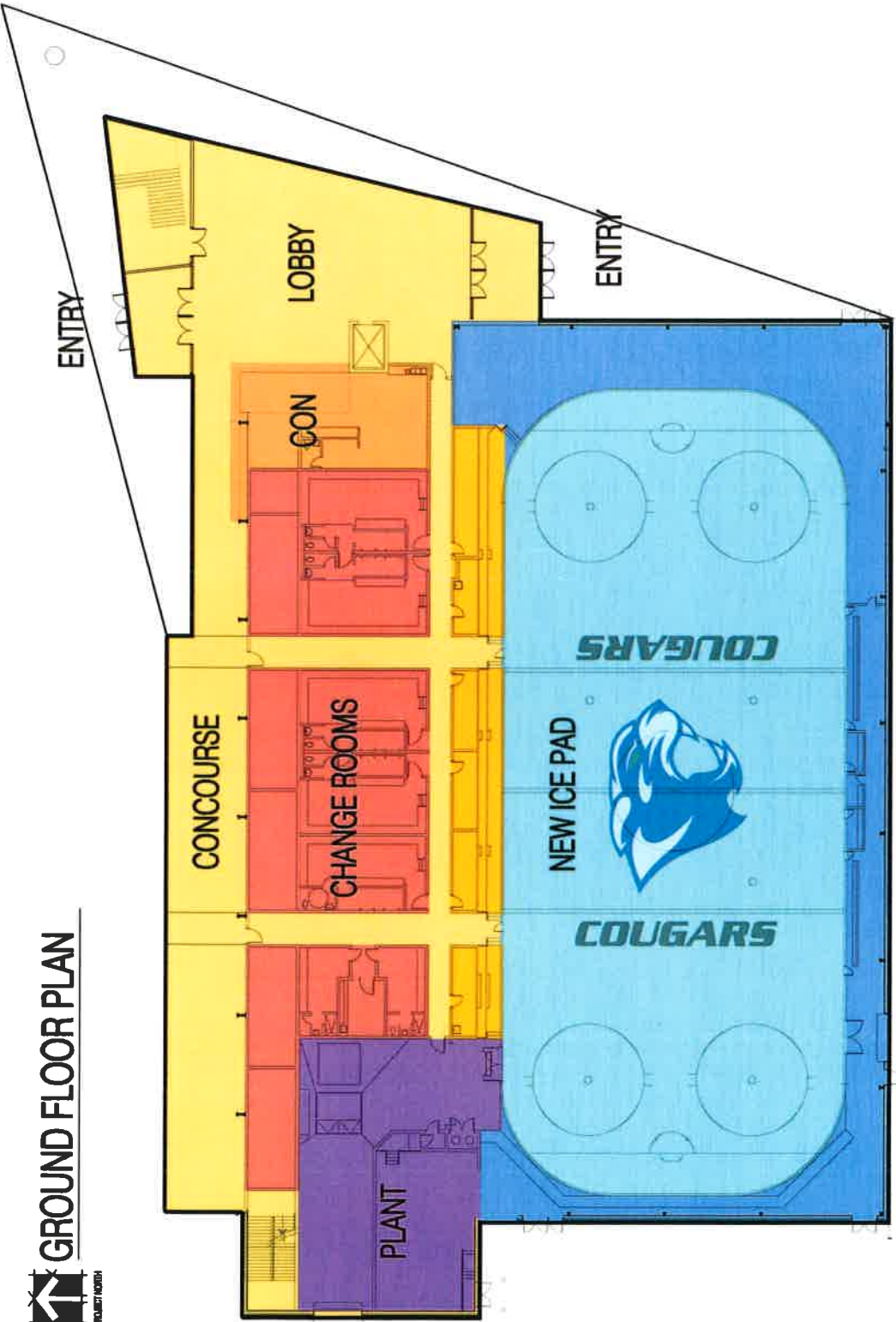
revision

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**GROUND FLOOR PLAN**



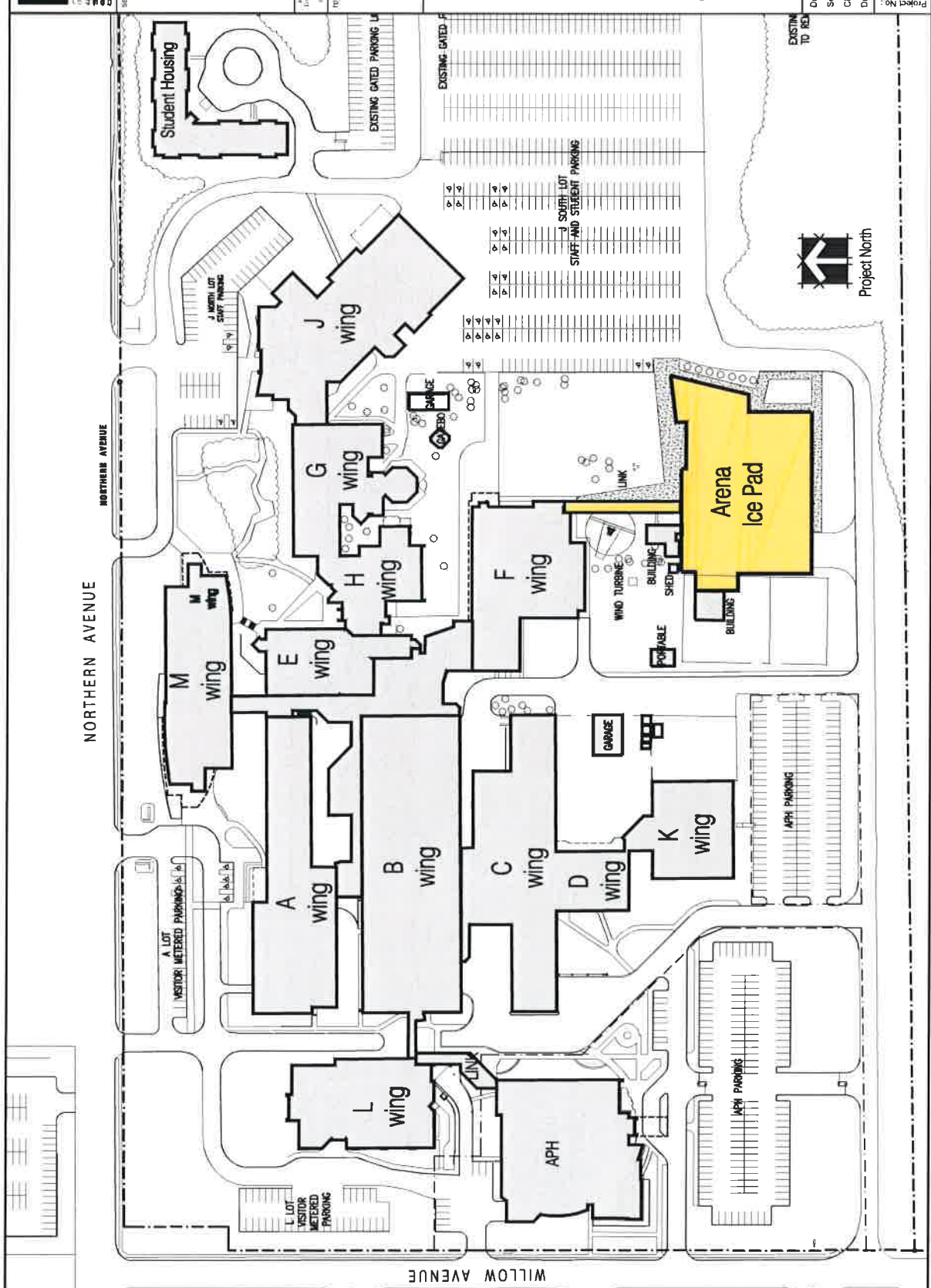


3681

Not to be used for construction unless  
issued and signed by the Architect or Engineer.  
This drawing is provided to the Client for their  
information only. It is not intended to be used for  
any other purpose without the written consent of  
EPOH.

Project Name: Sault College of Applied Arts  
and Technology  
441 Northern Ave. SSM  
Schematic Site Plan

Date: May 10, 2017  
Scale: 1:1500  
Checked by: F Pastore  
Drawn by: C Berkenbosch  
Project No.: 1721  
Dwg. No.: sk1.0



1721 sk1.0  
Project No.: 1721  
Dwg. No.: sk1.0  
Sault College of Applied Arts  
441 Northern Ave. SSM  
Schematic Site Plan  
May 10, 2017  
1:1500  
F Pastore  
C Berkenbosch

*Huron-Superior Catholic District  
School Board*



John Caputo  
Chairperson

Rose Burton Spohn  
Director of Education

April 12, 2018

The Huron-Superior Catholic District School Board (HSCDSB) supports that the city-owned arena be built on the campus of Sault College.

Over the last year, the HSCDSB has enjoyed great success with a new Hockey Canada Skills Academy Program at St. Mary's College Secondary and St. Basil Elementary. The academy is currently offered to any child in Grades 7, 8 and 9, regardless of students' skill levels. Next year, the program will be expanded to include students in Grades 5 and 6.

Proximity and access to rinks is a challenge for planning and delivery of this program. A rink located at Sault College's campus might help alleviate this challenge. Additionally, the other amenities at the College, such as the fitness centre, a state-of-the-art training room, and human performance testing labs further support the off-ice sessions of the program.

Accordingly, the HSCDSB endorses the concept of a city-owned rink at Sault College's campus on Northern Avenue.

Sincerely,

John Caputo  
Chairperson

Rose Burton Spohn  
Director of Education

*Catholic Education Centre*

90 Ontario Avenue  
Sault Ste. Marie, ON P6B 6G7  
Tel: (705) 945-5400  
Fax: (705) 945-5575

website: <http://www.hscdsb.on.ca>

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**Assessment Of "Additional"  
Costs Associated With  
Development And  
Operation Of Two Single  
Indoor Ice Pad Facilities  
Compared To Proposed  
Twin Pad Facility**

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**Final Report May 29, 2018**

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**LeisurePlan International Inc.**

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## 1.0 INTRODUCTION

This report presents a summary of the additional costs associated with the development, management and operation of 2 single pad indoor ice facilities at separate locations compared to a twin pad indoor ice facility.

## 2.0 FACILITY DEVELOPMENT COSTS

### 2.1 Proposed Arena Facility Space Programs

The following presents preliminary space programs for a single ice pad and a double ice pad facility to assist in the comparison of the two facility development approaches of (a) constructing 2 single pad indoor ice facilities at separate locations and (b) the construction of a twin pad indoor ice facility.

Each space program is based on a consistent set of planning and design assumptions that reflect current trends and national and provincial best practices in the design of municipal indoor arena facilities. The space programs identify the types of spaces to be provided in the facility and establish a net area space allocation to accommodate each function, program and activity. A total gross area is derived based on the assumption that the total net area represents 80% of the total gross area of the facility.

It is important to consider that there usually are additional support areas (multi-purpose community space) provided as part of an arena facility to enhance use and utilization. For the purpose of initial considerations provision for a meeting room and a large multi-purpose room/hall/hospitality room (representing a total net area of 1,250 sf.) has been made in each facility development approach.

Table 1 summarizes the space program for a single pad indoor ice facility and Table 2 summarizes the space program for a twin pad indoor ice facility. The gross floor area of the single pad indoor ice facility is 41,475 square feet and the gross floor area of the twin pad indoor ice facility is 76,265 square feet.

Table 3 summarizes the gross floor area of new construction associated with each facility development option. Option A represents the construction of 82,950 square feet of new facility while Option B represents the construction of 76,265 square feet of new facility. Option A represents an additional 6,685 square feet of facility space construction compared to Option B. This is equivalent to an additional 9% of building area.

**Table 1: Single Pad Arena Space Program**

| Component                                      | Net Area<br>(square feet) | Notes               |
|--|---------------------------|---------------------|
| <b>ICE RINK</b>                                |                           |                     |
| Ice pad, 85x200 NHL size                       | 17,650                    |                     |
| Players benches, penalty box, and timer        | 450                       |                     |
| Multi-Purpose Dressing Room                    | 650                       |                     |
| Team Rooms (6 @ 575 sf)                        | 3,450                     |                     |
| Equipment Storage                              | 500                       |                     |
| Music Room/Press Box                           | 200                       |                     |
| Referee Room (2 @ 250 sf)                      | 500                       | Shower, wc and sink |
| First Aid Room                                 | 150                       | Shower, wc and sink |
| Spectator Seating for 500                      | 3,000                     | 6 sf./person        |
|  | <b>26,550</b>             |                     |
| <b>SERVICE/MAINTENANCE</b>                     |                           |                     |
| Ice resurfacers/flood room                     | 500                       |                     |
| Refrigeration                                  | 600                       |                     |
| Mechanical                                     | 300                       |                     |
| Electrical                                     | 300                       |                     |
| Workshop, maintenance, garbage, recycle        | 400                       |                     |
| Store room                                     | 200                       |                     |
| Staff room/lunch room                          | 150                       |                     |
| Janitor closet and storage                     | 350                       |                     |
|  | <b>2,800</b>              |                     |
| <b>LOBBY AND PUBLIC AREAS</b>                  |                           |                     |
| Lobby  | 1,000                     |                     |
| Food Court Seating                             | in Lobby                  |                     |
| Concession                                     | 300                       |                     |
| Concession storage                             | 100                       |                     |
| Pro shop                                       | 300                       |                     |
| Lobby Washrooms                                | 350                       |                     |
| Box office/ticket booth                        | 30                        |                     |
| Administration offices and washrooms           | 400                       |                     |
| General storage                                | 100                       |                     |
|  | <b>2,580</b>              |                     |
| <b>MULTI-PURPOSE COMMUNITY SPACE</b>           |                           |                     |
| Meeting Room                                   | 300                       |                     |
| Large Multi-Purpose Room/Hall/Hospitality Room | 700                       |                     |
| Large Multi-Purpose Room Kitchen/Bar           | 150                       | Warming kitchen     |
| Large Multi-Purpose Room Storage               | 100                       |                     |
|  | <b>1,250</b>              |                     |
| TOTAL NFA (80%)                                | <b>33,180</b>             |                     |
| TOTAL GFA (100%)                               | <b>41,475</b>             |                     |

Table 2: Twin Pad Arena Space Program

| Component                                      | Net Area<br>(square feet) | Notes                  |
|--|---------------------------|------------------------|
| <b>ICE RINK</b>                                |                           |                        |
| 2 Ice pads, 85x200 NHL size                    | 35,300                    |                        |
| Players benches, penalty box, and timer        | 900                       | 2 sets                 |
| 2 Multi-Purpose Dressing Room                  | 1,300                     |                        |
| Team Rooms (12 @ 575sf)                        | 6,900                     |                        |
| Equipment Storage                              | 1,000                     | divisible              |
| Music Room/Press Box (2 @ 200 sf)              | 400                       |                        |
| Referee Room (3 @ 250 sf)                      | 750                       | Shower, wc and sink    |
| First Aid Room                                 | 250                       | Shower, wc and sink    |
| Spectator Seating for 500 each pad             | 6,000                     | 6 sf./person           |
|  | <b>52,800</b>             |                        |
| <b>SERVICE/MAINTENANCE</b>                     |                           |                        |
| Ice resurfacer/flood room                      | 600                       | Service to both arenas |
| Refrigeration                                  | 600                       |                        |
| Mechanical                                     | 400                       |                        |
| Electrical                                     | 400                       |                        |
| Workshop, maintenance, garbage, recycle        | 500                       |                        |
| Store room                                     | 200                       |                        |
| Staff room/lunch room                          | 150                       |                        |
| Janitor closet and storage                     | 400                       |                        |
|  | <b>3,250</b>              |                        |
| <b>LOBBY AND PUBLIC AREAS</b>                  |                           |                        |
| Lobby  | 1,600                     |                        |
| Food Court Seating                             | in Lobby                  |                        |
| Concession                                     | 380                       |                        |
| Concession storage                             | 300                       |                        |
| Pro shop                                       | 300                       |                        |
| Lobby Washrooms                                | 500                       |                        |
| Box office/ticket booth                        | 30                        |                        |
| Administration offices and washrooms           | 400                       |                        |
| General storage                                | 200                       |                        |
|  | <b>3,710</b>              |                        |
| <b>MULTI-PURPOSE COMMUNITY SPACE</b>           |                           |                        |
| Meeting Room                                   | 300                       |                        |
| Large Multi-Purpose Room/Hall/Hospitality Room | 700                       |                        |
| Large Multi-Purpose Room Kitchen/Bar           | 150                       |                        |
| Large Multi-Purpose Room Storage               | 100                       |                        |
|  | <b>1,250</b>              |                        |
| <b>TOTAL NFA (80%)</b>                         | <b>61,010</b>             |                        |
| <b>TOTAL GFA (100%)</b>                        | <b>76,265</b>             |                        |



**Table 3: Total Gross Floor Area of Each Facility Development Option**

| <b>Option A<br/>Construction of 2 Single Pad Indoor Ice<br/>Facilities At Separate Locations</b> |                                    | <b>Option B<br/>Construction Of A Twin Pad Indoor Ice Facility</b> |                                    |
|--|------------------------------------|--|------------------------------------|
|  | <b>TOTAL GFA<br/>(Square feet)</b> |  | <b>TOTAL GFA<br/>(Square feet)</b> |
| Single Ice Pad 1   | 41,475                             | Twin pad indoor ice<br>facility                                    | 76,265                             |
| Single Ice Pad 2   | 41,475                             |  |                                    |
| <b>Total GFA</b>   | <b>82,950</b>                      | <b>Total GFA</b>   | <b>76,265</b>                      |

## 2.2 Capital Cost Estimates

The following identifies a preliminary estimate of the order of magnitude capital costs for new facility construction, at a level comparable to contemporary municipal facilities including the provision of NHL size ice surfaces and up-to-date public and user amenities.

The order of magnitude **total project capital cost estimate** is based on current per square foot costs for comparable municipal facilities and also include consideration of project costs associated with site development, fittings, furnishings and equipment, fees associated with design, management, legal, and a contingency allowance as follows:

- *Site development*: Site development includes landscaping of the grounds, construction of parking lots, and the provision of servicing (i.e. utilities). The allowance for site development is 10% of the cost of facility construction (i.e. the building).
- *Fittings, furnishings and equipment*: Fittings, furnishings and equipment include all of the interior fittings, furnishings and equipment in the building such as office furniture, workshop equipment, snack bar fixtures, electronics, etc. The allowance for these items is 5% of the total cost for the building and site development.
- *Soft cost allowance*: Soft costs include professional fees incurred associated with the design of the building, management of the construction process, legal services, etc. The allowance for soft costs is 10% of the total cost for the building and site development.
- *Contingencies*: A contingency allows for any increase in the capital cost of a facility due to unforeseen circumstances. The allowance for contingencies is 8%.

The following assumptions have been included in the development of the cost estimates:

- The new facility will include energy conservation measures such as high efficiency rink lighting and heat recovery system for the ice plant. It should be noted that the cost estimates do not include provision for LEED designation.
- The facility will be fully compliant with ODA requirements.

- The ice plant will be designed and specified to avoid the requirement for B Refrigeration Certification Operators.

**2.2.1 Total Project Capital Cost Estimate: Option A - Construction of 2 Single Pad Indoor Ice Facilities at Separate Locations**

The size of a proposed single pad facility is estimated to be in the order of 41,475 square feet (gross). The cost to develop the single pad facility, based on the concept described and a total gross floor area of 41,475 square feet, is projected to be in the order of \$14,732,425 (2018\$).

The cost estimate is comprised of the following cost allocations:

| Cost Items                  |   | Costing Benchmark         | Capital Cost Estimate<br>(2018\$) |
|-----------------------------|---|---------------------------|-----------------------------------|
| A                           | Building  | 41,475 sf. @ \$260/ sf.   | \$10,783,500                      |
| B                           | Site development allowance<br>(Landscape, Parking, Services)  | 10% of A                  | \$1,078,350                       |
| C                           | Fittings, furnishings, equipment<br>allowance                 | 5% of A+B                 | \$593,100                         |
| D                           | Soft cost allowance (Design Fees,<br>Management, Legal, etc.) | 10% of A+B                | \$1,186,185                       |
| E                           | Contingencies (Design 5%,<br>Construction 3%)                 | 8% allowance (of A+B+C+D) | \$1,091,290                       |
| <b>Total Cost Estimate*</b> |   |                           | <b>\$14,732,425</b>               |

\* Figures are rounded

Option A provides for the construction of 2 single pad indoor ice facilities at separate locations. Therefore the estimated total project capital cost of Option A may be in the order of \$29,464,850.

It should be noted that this estimate does not include provision for any costs associated with site acquisition, the cost of any services external to the site that may be required as part of development

**2.2.2 Total Project Capital Cost Estimate: Option B - Twin Pad Indoor Arena Facility**

The size of the proposed twin pad facility is estimated to be in the order of 76,265 square feet (gross). The cost to develop the twin pad facility, based on the concept described and a total gross floor area of 76,265 square feet, is projected to be in the order of \$27,090,245 (2018\$).

The cost estimate is comprised of the following cost allocations:

| Cost Items                  |  | Costing Benchmark         | Capital Cost Estimate<br>(2018\$) |
|-----------------------------|--|---------------------------|-----------------------------------|
| A                           | Building   | 76,265 sf. @ \$260/ sf.   | \$19,828,900                      |
| B                           | Site development allowance<br>(Landscape, Parking, Services) | 10% of A                  | \$1,982,890                       |
| C                           | Fittings, furnishings, equipment allowance                   | 5% of A+B                 | \$1,090,590                       |
| D                           | Soft cost allowance (Design Fees, Management, Legal, etc.)   | 10% of A+B                | \$2,181,180                       |
| E                           | Contingencies (Design 5%, Construction 3%)                   | 8% allowance (of A+B+C+D) | \$2,006,685                       |
| <b>Total Cost Estimate*</b> |  |                           | <b>\$27,090,245</b>               |

\* Figures are rounded

### 2.2.3 Total Project Capital Cost Comparison

It is estimated that the total project capital cost of Option A - the construction of 2 single pad indoor ice facilities at separate locations may be in the order of magnitude of \$29,464,850. It is estimated that the total project capital cost of Option B - the construction of a twin pad indoor ice facility may be in the order of magnitude of \$27,090,245.

The total project capital cost of Option A may be in the order of \$2,375,000 greater than the total project capital cost of Option B. This difference is equivalent to an additional 9% of the total project capital cost of Option B (Table 4).

**Table 4: Total Project Capital Cost Estimate Comparison**

| Option A<br>Construction of 2 Single Pad Indoor Ice Facilities At<br>Separate Locations |                                     | Option B<br>Construction Of A Twin Pad Indoor Ice Facility |                                     |
|---|-------------------------------------|--|-------------------------------------|
|   | Total Project Capital Cost Estimate |  | Total Project Capital Cost Estimate |
| Single Ice Pad 1  | \$14,732,425                        | Twin pad indoor ice facility                               | \$27,090,245                        |
| Single Ice Pad 2  | \$14,732,425                        |  |                                     |
| Option Total<br>Project Capital Cost<br>Estimate  | <b>\$29,464,850</b>                 | Option Total Project Capital<br>Cost Estimate              | <b>\$27,090,245</b>                 |

\* Figures are rounded

### **2.3 Summary of Additional Costs Associated with Option A Compared to Option B**

Option A (the construction of 2 single pad indoor ice facilities at separate locations) represents an additional 6,685 square feet of facility space construction (equivalent to an additional 9% of building area) compared to Option B (the construction of a twin pad indoor ice facility).

The total project capital cost of Option A may be in the order of \$2,375,000 greater than the total project capital cost of Option B. This difference is equivalent to an additional 9% of the total project capital cost of Option B.

### 3. FACILITY MANAGEMENT AND OPERATION IMPLICATIONS

The management and operation of Option A (two single ice pads at separate locations) has a number of implications to municipal management and operations, annual operational expenditures and overall financial performance compared to those associated with Option B (a twin pad facility). The following describes the most significant implications.

#### 3.1 Operational Expenditures Associated With Staffing

In general terms the operation of the 2 single pad indoor ice facilities at separate locations implies an increase in the number of municipal full and part time staff deployed or responsible for functions such as general management and operation of the building and the ice pads/ice making plant, day to day building security, facility cleaning/janitorial services, minor maintenance and repairs to building, furniture, fittings and equipment and public skating supervision compared to that required with a twin pad facility. There is also an increased requirement for municipal staff (and annual costs) associated with the operation of concession service at each of the single ice pad facilities compared to a similar service provided at a twin pad facility.

The increased number of municipal operational staff required to operate 2 single pad indoor ice facilities compared to a twin pad facility results in an increased annual municipal operational expenditure associated with municipal arena operational staff salaries, wages and benefits and these typically account for the most significant additional operational expenditure. National data indicates that this typically results in an additional annual operational cost associated with staffing in the order of at least 60% greater than these costs associated with a twin pad operation.

A detailed analysis of the municipal staffing implications associated with each Option was undertaken based on the specific operational parameters of municipal indoor ice provision in the City of Sault Ste. Marie including:

- operational season for ice in and ice out
- full and part time staff positions and associated hours of work
- current salary, wage and benefit rates for each staff position

Table 5 summarizes the number of staff required for the operation of a single pad indoor ice facility and Table 6 summarizes the number of staff required for the operation of a twin pad indoor ice facility.<sup>1</sup>

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<sup>1</sup> The utilization of the facilities in either Option for non-ice related activities during the summer, non-ice season has not been assessed. However any proposed summer uses will have an impact on the staffing requirements in either Option and should be considered within the context of potential additional expenditures associated with any proposed uses during the summer.

**Table 5: Municipal Staff Deployment - Single Pad Indoor Ice Facility**

| Positions          | ICE IN SEASON | ICE OUT SEASON |
|--------------------|---------------|----------------|
|                    | Number        | Number         |
| <i>Full Time</i>   |               |                |
| Facility Operator  | 3             | 1              |
| Facility Attendant | 0             | 0              |
| Cleaner            | 1.5           | 0              |
| Senior Canteen     | 1             | 0              |
| <i>Part Time</i>   |               |                |
| Facility Operator  | 1             | 0              |
| Facility Attendant | 6             | 2              |
| Cleaner            | 1.5           | 0              |
| Senior Canteen     | 0             | 0              |
| Canteen Attendant  | 2             | 0              |

**Table 6: Municipal Staff Deployment - Twin Pad Indoor Ice Facility**

| Positions          | ICE IN SEASON | ICE OUT SEASON |
|--------------------|---------------|----------------|
|                    | Number        | Number         |
| <i>Full Time</i>   |               |                |
| Facility Operator  | 3             | 1              |
| Facility Attendant | 0             | 0              |
| Cleaner            | 2             | 0              |
| Senior Canteen     | 1             | 0              |
| <i>Part Time</i>   |               |                |
| Facility Operator  | 1             | 1              |
| Facility Attendant | 8             | 0              |
| Cleaner            | 2             | 0              |
| Senior Canteen     | 0             | 0              |
| Canteen Attendant  | 2.5           | 1              |

Option A involves the management and operation of 2 single pad indoor ice facilities at separate locations. Assuming the municipal staffing levels described in Table 5 for each municipal single pad indoor ice facility, and current municipal salary, wage and benefit rates, the projected annual expenditure for staffing is estimated to be \$425,000.00 for each single pad indoor ice facility. The

projected annual municipal staffing expenditure associated with Option A is estimated to be \$850,000.00.

Option B involves the management and operation of a twin pad indoor Ice facility. Assuming the municipal staffing levels described in Table 6 for a municipal twin pad indoor ice facility, and current municipal salary, wage and benefit rates, the projected annual expenditure for staffing is estimated to be \$481,250.00 for a twin pad indoor ice facility. The projected annual municipal staffing expenditure associated with Option B is estimated to be \$481,250.00.

Option A, the management and operation of 2 single pad indoor ice facilities at separate locations, is projected to incur an additional \$368,750.00 in annual expenditures associated with staff salaries, wages and benefits compared to Option B. This represents an additional 77% in annual operational expenditures associated with staff salaries, wages and benefits.

### **3.2 Additional Municipal Staff Implications**

There are a number of implications to municipal staff workloads and responsibilities associated with Option A that have not been quantified but should be considered as part of the evaluation of the implications of the facility provision options. The following summarizes these implications:

- Option A implies an incremental increase in the work load and responsibilities of municipal staff positions that support the public use of municipal arena facilities as well as financial accounting and reporting functions compared to Option B:
  - The amount of municipal staff time required associated with ice allocation and scheduling functions will be greater in Option A compared to Option B since it is generally more efficient to coordinate the use of two ice pads located in the same building compared to two separate buildings. This is particularly the case when scheduling special event use of the municipal ice pads associated with tournaments.
  - The amount of municipal staff time associated with book keeping and financial reporting functions will be greater in Option A compared to Option B since Option A represents 2 distinct expenditure and revenue centres while Option B represents one.
- Option A implies an increased amount of municipal staff time (and operational expenditure) associated with grounds and parking lot maintenance functions since Option A will involve a larger site area to be maintained (grass cutting, snow clearing, etc.) and additional time spent travelling between the separate facilities compared to Option B.
- Option A implies an increased amount of municipal staff time associated with waste collection compared to Option B (two facilities at two separate locations compared to one facility).
- There is an implication to the summer redeployment of arena operational staff as there will be a greater number of municipal employees to redeploy in Option A compared to Option B.

**3.3 Non Staff Related Annual Operational Expenditure Implications**

Option A implies a number of non staffing related operational implications that will have an impact on annual operational expenditures. The following highlights those that may result in additional annual operational expenditures:

- Annual operational expenditures associated with "utility costs" including electricity, natural gas, propane, heating/air conditioning, water, etc. will be greater in Option A than in Option B due to the larger total gross floor area Option A involves as well as the lack of opportunities for energy efficiency that typical result from a twin pad operation. As a minimum it is reasonable to expect that annual expenditures associated with utility costs in Option A may be at least 10%-15% greater than in Option B.
- There will be a greater annual operational cost associated with the on-going maintenance, inspection and repair of the ice plants in Option A compared to Option B based on the need for two individual systems in Option A compared to one integrated system in Option B.
- Option A implies an greater annual operational cost associated with major equipment (such as ice re-surfacer) compared to Option B since Option A will require 2 pieces of equipment while Option B will require only 1 which can be shared between the two ice pads contained in the facility. This is an important consideration from the perspective of initial cost of equipment acquisition and also from the perspective of annual and on-going operation and maintenance costs.
- It is reasonable to assume that given the increased gross floor area, increased number of municipal operational staff and 2 separate operation locations in Option A, that the annual operational costs associated with "services, supplies, materials, repair, maintenance and rental costs" may be at a minimum of at least 10%-15% greater than Option B. Annual operational expenditures associated with "services, supplies, materials, repair, maintenance and rental costs" includes provision for the following:

|   |   |
|---|---|
| • Office supplies                                   | • Materials and supplies                        |
| • Internet and telephone                            | • Furniture and equipment                       |
| • Cleaning and sanitary Supplies                    | • Uniforms                                      |
| • Repairs and maintenance - equipment and furniture | • Repairs and maintenance - building            |
| • Equipment rental                                  | • Ice program equipment                         |
| • Associations memberships/ Performance Rights      | • Food and beverage concession/vending supplies |

- The annual municipal operational expenditures associated with "facility life cycle/capital conservation and replacement" will be greater in Option A compared to Option B due to the higher replacement value of municipal infrastructure in Option A compared to Option B. Annual operational expenditures associated with this factor may be at least 10% greater in Option A compared to Option B.
- The annual operational expenditure associated with "insurance" may be greater in Option A than in Option B due to the larger gross floor area and replacement value of the municipal



infrastructure in Option A. However this is largely dependent on the unique terms and conditions of the Municipality's insurance coverage.

### **3.4 Impact to Overall Annual Financial Performance**

The amount of prime time ice available for rental is the same in each Option which means that total revenue derived from prime time ice rentals should be the same in each Option. There are no differences in the Options that would impact potential operational revenue generation, except a twin pad facility would likely attract greater potential use for tournaments and special events compared to 2 single pad indoor ice facilities at separate locations. This means that the overall financial performance of Option A will involve a greater annual operational deficit compared to Option B due to the higher annual operational costs of Option A (as described in previous sections).

#### **4. IMPLICATIONS TO MEETING ICE TIME DEMAND**

Option A will result in a less efficient service delivery approach compared to Option B in terms of meeting the demand for prime time ice as documented in the previous research.

The main reasons for this is related to the fact that a significant current use and projected future use of municipal ice time is associated with special events such as tournaments. These types of events typically require the use of multiple ice pads for the ice activity. As a result Option B would allow for greater efficiency in the coordination of ice time scheduling and use. These special events also typically involve a "social" aspect and participants prefer not to be spread out over a number of different arena facilities in different locations as would be the case in Option A.

## 5. SUMMARY

A number of additional costs associated with the development, management and operation of 2 single pad indoor ice facilities at separate locations (Option A) compared to a twin pad indoor ice facility (Option B) have been identified. The following highlights the most significant additional costs:

- The total project capital cost of Option A may be in the order of \$2,375,000 greater than the total project capital cost of Option B. This difference is equivalent to an additional 9% of the total project capital cost of Option B.
- Option A is projected to incur an additional \$368,750.00 in annual expenditures associated with staff salaries, wages and benefits compared to Option B. This represents an additional 77% in annual operational expenditures associated with staff salaries, wages and benefits.
- Option A implies a more significant impact than Option B to municipal staff workloads and responsibilities associated with:
  - Ice allocation and scheduling functions
  - Book keeping and financial reporting functions
  - Grounds and parking lot maintenance functions
  - Waste collection
- Option A implies a greater annual operational expenditure than Option B associated with a number of non-staff related operational factors including:
  - A 10%-15% greater annual operational expenditure associated with "utility costs" including electricity, natural gas, propane, heating/air conditioning, water, etc..
  - The on-going maintenance, inspection and repair of the ice plant.
  - Major equipment (such as ice re-surfacer) acquisition, on-going operation and maintenance.
  - A 10% - 15% greater annual operational expenditure associated with "services, supplies, materials, repair, maintenance and rental costs".
  - A 10% greater annual operational expenditure associated with "facility life cycle/capital conservation and replacement".

Since Option A does not result in any additional potential operational revenues compared to Option B, the higher annual operational expenditures associated with Option A will result in a greater annual operational deficit compared to Option B.

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## Proposed Arena Facility Space Programs and Costing Considerations

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**Report To:** Tom Vair, Robert Santa Maria, City Of Sault Ste. Marie  
**Re:** Preliminary Suggestions Concerning Arena Space Program and Capital Costs.  
**From:** John A. Stevenson, LeisurePlan International Inc.  
**Date:** January 29, 2018

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### PROPOSED ARENA FACILITY SPACE PROGRAMS

The following summarizes preliminary space programs to assist in the further analysis of the planning and analysis of the development of the recommended twin pad arena facility.

I have described 2 approaches:

- the development of a twin pad facility
- the phased development of the twin pad facility (one pad in the short term future and one developed as an addition to the facility to respond to potential capital funding limitations that would require phased development)

Each space program is based on a consistent set of planning and design assumptions that reflect current trends and national and provincial best practices in the design of municipal indoor arena facilities.

The space programs identify the types of spaces to be provided in the facility and establish a net area space allocation to accommodate each function, program and activity. A total gross area is derived based on the assumption that the total net area represents 80% of the total gross area of the facility.

It is important to consider that there usually are additional support areas (multi-purpose community space) provided as part of an arena facility to enhance use and utilization. For the purpose of initial considerations I have provided for a meeting room and a large multi-purpose room/hall/hospitality room. These 2 components represent a net area of 1,250 sf.

**Proposed Arena Facility Space Programs and Costing Considerations**

**Table 1: Twin Pad Arena Space Program**

| <b>Component</b>                               | <b>Net Area<br/>(square feet)</b> | <b>Notes</b>           |
|--|-----------------------------------|------------------------|
| <b>ICE RINK</b>                                |                                   |                        |
| 2 Ice pads, 85x200 NHL size                    | 35,300                            |                        |
| Players benches, penalty box, and timer        | 900                               | 2 sets                 |
| 2 Multi-Purpose Dressing Room                  | 1,300                             |                        |
| Team Rooms (12 @ 575sf)                        | 6,900                             |                        |
| Equipment Storage                              | 1,000                             | divisible              |
| Music Room/Press Box (2 @ 200 sf)              | 400                               |                        |
| Referee Room (3 @ 250 sf)                      | 750                               | Shower, wc and sink    |
| First Aid Room                                 | 250                               | Shower, wc and sink    |
| Spectator Seating for 500 each pad             | 6,000                             | 6 sf./person           |
|  | <b>52,800</b>                     |                        |
| <b>SERVICE/MAINTENANCE</b>                     |                                   |                        |
| Ice resurfacer/flood room                      | 600                               | Service to both arenas |
| Refrigeration                                  | 600                               |                        |
| Mechanical                                     | 400                               |                        |
| Electrical                                     | 400                               |                        |
| Workshop, maintenance, garbage, recycle        | 500                               |                        |
| Store room                                     | 200                               |                        |
| Staff room/lunch room                          | 150                               |                        |
| Janitor closet and storage                     | 400                               |                        |
|  | <b>3,250</b>                      |                        |
| <b>LOBBY AND PUBLIC AREAS</b>                  |                                   |                        |
| Lobby  | 1,600                             |                        |
| Food Court Seating                             | in Lobby                          |                        |
| Concession                                     | 380                               |                        |
| Concession storage                             | 300                               |                        |
| Pro shop                                       | 300                               |                        |
| Lobby Washrooms                                | 500                               |                        |
| Box office/ticket booth                        | 30                                |                        |
| Administration offices and washrooms           | 400                               |                        |
| General storage                                | 200                               |                        |
|  | <b>3,710</b>                      |                        |
| <b>MULTI-PURPOSE COMMUNITY SPACE</b>           |                                   |                        |
| Meeting Room                                   | 300                               |                        |
| Large Multi-Purpose Room/Hall/Hospitality Room | 700                               |                        |
| Large Multi-Purpose Room Kitchen/Bar           | 150                               |                        |
| Large Multi-Purpose Room Storage               | 100                               |                        |
|  | <b>1,250</b>                      |                        |
| <b>TOTAL NFA (80%)</b>                         | <b>61,010</b>                     |                        |
| <b>TOTAL GFA (100%)</b>                        | <b>76,265</b>                     |                        |

**Proposed Arena Facility Space Programs and Costing Considerations**

**Table 2: First Phase of Arena Facility Development - Single Pad Arena Space Program**

| <b>Component</b>                               | <b>Net Area<br/>(square feet)</b> | <b>Notes</b>        |
|--|-----------------------------------|---------------------|
| <b>ICE RINK</b>                                |                                   |                     |
| Ice pad, 85x200 NHL size                       | 17,650                            |                     |
| Players benches, penalty box, and timer        | 450                               |                     |
| Multi-Purpose Dressing Room                    | 650                               |                     |
| Team Rooms (6 @ 575 sf)                        | 3,450                             |                     |
| Equipment Storage                              | 500                               |                     |
| Music Room/Press Box                           | 200                               |                     |
| Referee Room (2 @ 250 sf)                      | 500                               | Shower, wc and sink |
| First Aid Room                                 | 150                               | Shower, wc and sink |
| Spectator Seating for 500                      | 3,000                             | 6 sf./person        |
|  | <b>26,550</b>                     |                     |
| <b>SERVICE/MAINTENANCE</b>                     |                                   |                     |
| Ice resurfacers/flood room                     | 500                               |                     |
| Refrigeration                                  | 600                               |                     |
| Mechanical                                     | 300                               |                     |
| Electrical                                     | 300                               |                     |
| Workshop, maintenance, garbage, recycle        | 400                               |                     |
| Store room                                     | 200                               |                     |
| Staff room/lunch room                          | 150                               |                     |
| Janitor closet and storage                     | 350                               |                     |
|  | <b>2,800</b>                      |                     |
| <b>LOBBY AND PUBLIC AREAS</b>                  |                                   |                     |
| Lobby  | 1,000                             |                     |
| Food Court Seating                             | in Lobby                          |                     |
| Concession                                     | 300                               |                     |
| Concession storage                             | 100                               |                     |
| Pro shop                                       | 300                               |                     |
| Lobby Washrooms                                | 350                               |                     |
| Box office/ticket booth                        | 30                                |                     |
| Administration offices and washrooms           | 400                               |                     |
| General storage                                | 100                               |                     |
|  | <b>2,580</b>                      |                     |
| <b>MULTI-PURPOSE COMMUNITY SPACE</b>           |                                   |                     |
| Meeting Room                                   | 300                               |                     |
| Large Multi-Purpose Room/Hall/Hospitality Room | 700                               |                     |
| Large Multi-Purpose Room Kitchen/Bar           | 150                               | Warming kitchen     |
| Large Multi-Purpose Room Storage               | 100                               |                     |
|  | <b>1,250</b>                      |                     |
| <b>TOTAL NFA (80%)</b>                         | <b>33,180</b>                     |                     |
| <b>TOTAL GFA (100%)</b>                        | <b>41,475</b>                     |                     |

**Proposed Arena Facility Space Programs and Costing Considerations**

**Table 3: Second Phase of Arena Facility Development - Additional Single Ice Pad and Support Areas Space Program**

| <b>Component</b>                        | <b>Net Area<br/>(square feet)</b> | <b>Notes</b>              |
|---|-----------------------------------|---------------------------|
| <b>ICE RINK</b>                         |                                   |                           |
| Ice pad, 85x200 NHL size                | 17,650                            |                           |
| Players benches, penalty box, and timer | 450                               |                           |
| Multi-Purpose Dressing Room             | 650                               |                           |
| Team Rooms (6 @575 sf)                  | 3,450                             |                           |
| Equipment Storage                       | 500                               |                           |
| Music Room/Press Box                    | 200                               |                           |
| Referee Room (2 @ 250 sf)               | 500                               | Shower, wc and sink       |
| First Aid Room                          | 150                               | Shower, wc and sink       |
| Spectator Seating for 500               | 3,000                             | 6 sf./person              |
|   | <b>26,550</b>                     |                           |
| <b>SERVICE/MAINTENANCE</b>              |                                   |                           |
| Ice resurfacers/flood room              | 100                               |                           |
| Mechanical                              | 100                               |                           |
| Electrical                              | 100                               |                           |
| Workshop, maintenance, garbage, recycle | 100                               |                           |
| Janitor closet and storage              | 50                                |                           |
|   | <b>450</b>                        |                           |
| <b>LOBBY AND PUBLIC AREAS</b>           |                                   |                           |
| Lobby                                   | 600                               |                           |
| Food Court Seating                      | in Lobby                          | Included as part of Lobby |
| Concession                              | 80                                |                           |
| Concession storage                      | 200                               |                           |
| Lobby Washrooms                         | 150                               |                           |
| General storage                         | 100                               |                           |
|   | <b>1,130</b>                      |                           |
| <b>TOTAL NFA (80%)</b>                  | <b>28,130</b>                     |                           |
| <b>TOTAL GFA (100%)</b>                 | <b>35,165</b>                     |                           |

## **CAPITAL COST ESTIMATES**

The following identifies a preliminary estimate of the order of magnitude capital costs for new facility construction, at a level comparable to contemporary municipal facilities including the provision of NHL size ice surfaces and up-to-date public and user amenities.

The order of magnitude **total project capital cost estimate** is based on current per square foot costs for comparable municipal facilities and also include consideration of project costs associated with site development, fittings, furnishings and equipment, fees associated with design, management, legal, and a contingency allowance as follows:

- *Site development:* Site development includes landscaping of the grounds, construction of parking lots, and the provision of servicing (i.e. utilities). The allowance for site development is 10% of the cost of facility construction (i.e. the building).
- *Fittings, furnishings and equipment:* Fittings, furnishings and equipment include all of the interior fittings, furnishings and equipment in the building such as office furniture, workshop equipment, snack bar fixtures, electronics, etc. The allowance for these items is 5% of the total cost for the building and site development.
- *Soft cost allowance:* Soft costs include professional fees incurred associated with the design of the building, management of the construction process, legal services, etc. The allowance for soft costs is 10% of the total cost for the building and site development.
- *Contingencies:* A contingency allows for any increase in the capital cost of a facility due to unforeseen circumstances. The allowance for contingencies is 8%.

The following assumptions have been included in the development of the cost estimates:

- The new facility will include energy conservation measures such as high efficiency rink lighting and heat recovery system for the ice plant.
- Individual seats rather than bench seating will be provided.
- The visual impact of the structure will be minimized through a design approach utilizing windows, canopy projections, and sheltered overhangs to create a more inviting and human scaled building.
- The facility will be fully compliant with ODA requirements.
- The ice plant will be designed and specified to avoid the requirement for B Refrigeration Certification Operators.
- Generally the facility will reflect an open design concept with visual access in all areas to ensure public safety and to foster a sense of belonging among users and visitors.
- The main entrance will be a public entry only; a separate “delivery/ supplier” entrance will be provided.
- The facility will be designed to facilitate secure separate exterior access of specific facility areas where there may be variation in the hours of operation.
- Interior finishes will be specified to ensure suitability for levels of use and associated cleaning and maintenance standards.



- Exterior site development will include provision for a drop-off zone for parents with young children, school bus access and parking, and the provision of an outdoor shaded children's play area.

It should be noted that the cost estimates do not include provision for LEED designation. The LEED Green Building Rating System™ is a voluntary building rating system based on existing proven technology. It evaluates environmental performance from a whole building perspective over a building's life cycle, providing a definitive standard for what constitutes a "green building".

The LEED program offers 4 levels of certification. These are Certified, Silver, Gold and Platinum. Certification at any of these levels requires the collection of a certain number of credits available from a prescribed list of 78 available credits. The strategies implemented to obtain these credits each reduce the operating costs and the burden of buildings on the environment.

Examples of strategies that receive LEED credits are site selection to encourage use of public transit, landscaping which requires no irrigation, a high performance building envelope, use of day lighting to minimize electric lighting, use of recycled wood, solar thermal hot water for a radiant heating system, a vegetated green roof and radiant in-floor heating system. Sustainable design requires the creative evaluation of materials and processes for increased performance and longevity.

Including these LEED initiatives in the building design will increase the capital cost of facility development; Silver Certification typically adds in the order of 5% to estimated costs of facility construction. The payback period on most of the initiatives is generally considered to be relatively short through the reduction in operating expenses and this is typically defined as part of the LEED design process.

**Proposed Arena Facility Space Programs and Costing Considerations**

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**Total Project Capital Cost Estimate: Twin Pad Indoor Arena Facility**

The size of the proposed twin pad facility is estimated to be in the order of 76,265 square feet (gross).

The cost to develop the twin pad facility, based on the concept described and a total gross floor area of 76,265 square feet, is projected to be in the order of \$27,090,245 (2018\$).

The cost estimate is comprised of the following cost allocations:

| Cost Items                  |   | Costing Benchmark         | Capital Cost Estimate<br>(2018\$) |
|-----------------------------|---|---------------------------|-----------------------------------|
| A                           | Building  | 76,265 sf. @ \$260/ sf.   | \$19,828,900                      |
| B                           | Site development allowance<br>(Landscape, Parking, Services)  | 10% of A                  | \$1,982,890                       |
| C                           | Fittings, furnishings, equipment<br>allowance                 | 5% of A+B                 | \$1,090,590                       |
| D                           | Soft cost allowance (Design<br>Fees, Management, Legal, etc.) | 10% of A+B                | \$2,181,180                       |
| E                           | Contingencies (Design 5%,<br>Construction 3%)                 | 8% allowance (of A+B+C+D) | \$2,006,685                       |
| <b>Total Cost Estimate*</b> |   |                           | <b>\$27,090,245</b>               |

\* Figures are rounded

This cost could be reduced by:

- Providing spectator seating associated with only 1 of the ice pads (reducing net area by 3,000 sf.)
- Not providing "concession" services and rely on vending machines (reducing net area by 680 sf.)
- Not providing a "pro shop" area (reducing net area by 300 sf.)

**Proposed Arena Facility Space Programs and Costing Considerations**

---

**Total Project Capital Cost Estimate: Single Pad Indoor Arena Facility (First Phase of a Twin Pad Facility)**

The size of the proposed twin pad facility is estimated to be in the order of 41,475 square feet (gross).

The cost to develop the twin pad facility, based on the concept described and a total gross floor area of 41,475 square feet, is projected to be in the order of \$14,732,425 (2018\$).

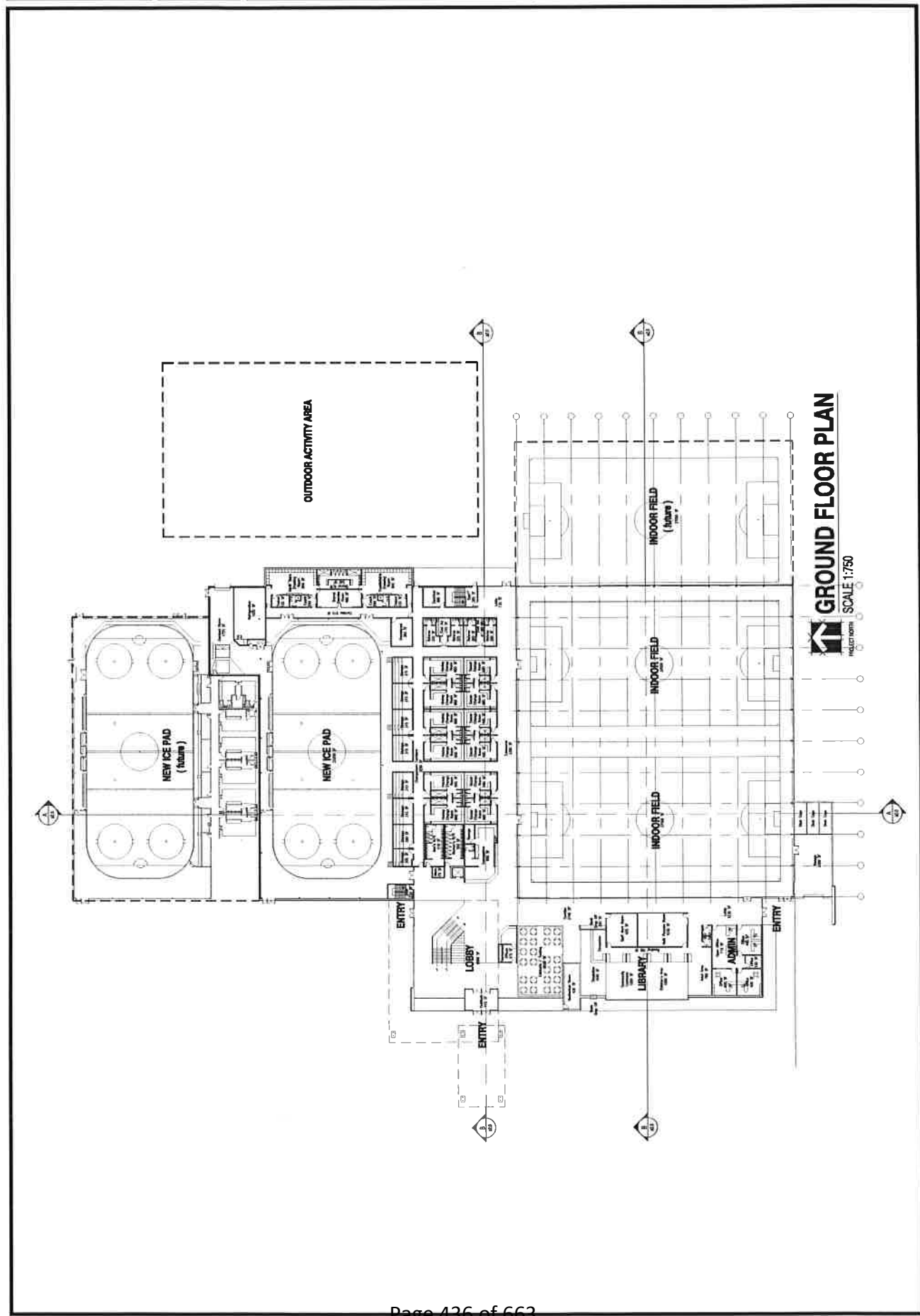
The cost estimate is comprised of the following cost allocations:

| Cost Items                  |   | Costing Benchmark         | Capital Cost Estimate<br>(2018\$) |
|-----------------------------|---|---------------------------|-----------------------------------|
| A                           | Building  | 41,475 sf. @ \$260/ sf.   | \$10,783,500                      |
| B                           | Site development allowance<br>(Landscape, Parking, Services)  | 10% of A                  | \$1,078,350                       |
| C                           | Fittings, furnishings, equipment<br>allowance                 | 5% of A+B                 | \$593,100                         |
| D                           | Soft cost allowance (Design<br>Fees, Management, Legal, etc.) | 10% of A+B                | \$1,186,185                       |
| E                           | Contingencies (Design 5%,<br>Construction 3%)                 | 8% allowance (of A+B+C+D) | \$1,091,290                       |
| <b>Total Cost Estimate*</b> |   |                           | <b>\$14,732,425</b>               |

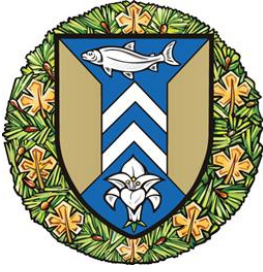
\* Figures are rounded

This cost could be reduced by:

- Not providing "concession" services and rely on vending machines (reducing net area by 680 sf.)
- Not providing a "pro shop" area (reducing net area by 300 sf.)



**GROUND FLOOR PLAN**  
 SCALE 1:750



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

**C O U N C I L   R E P O R T**

March 18, 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: M.S. Norgoma – Update**

---

**PURPOSE**

The purpose of this report is to provide an update to City Council on the M.S. Norgoma.

**BACKGROUND**

On October 10, 2017 City Council passed a resolution which stated:

Whereas in April 2013 City staff reported to Council on options to remove the M.S. Norgoma from the Bondar Marina; and

Whereas at the time, the water levels in the St. Mary's River meant that the removal effort would require dredging the Bondar Marina in order to successfully remove the M.S. Norgoma from the Bondar marina; and

Whereas 2017 has seen high river and lake water levels across the Sault; and

Whereas the high water levels may provide an opportunity to remove the M.S. Norgoma from the Bondar Marina without the requirement to dredge the Marina; and

Whereas the M.S. Norgoma cannot be removed from the Bondar Marina without a plan in place for where the ship should go, and what improvements should be made to the Bondar Marina;

Now Therefore Be It Resolved that City Staff report back to City Council on the following:

1. Options for removing the M.S. Norgoma from the Bondar Marina, including the cost of removal, where the ship will be brought, and options for what can be done with the ship on a permanent basis and potential funding sources to achieve this;
2. Recommended improvements to the Bondar Marina, including the cost of implementing said improvements and identifying potential funding sources for those improvements.

On April 9, 2018, Council passed the following resolution:

Resolved that the City give immediate notice to the St. Mary's River Marine Centre to terminate the berthing rights of the M.S. Norgoma at the Roberta Bondar Marina effective August 31, 2018; and

Further that staff be directed to work with the St. Mary's River Marine Heritage Centre Board to assist in and support the removal of the M.S. Norgoma from the Roberta Bondar Marina and report back to Council when and if there are any future decisions to be made by Council.

On September 24, 2018, Council passed the following resolution:

Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2018 09 24 concerning the M.S. Norgoma be received and that notice be served to the St. Mary's River Marine Centre that an extension has been provided to have a new location for the M.S. Norgoma finalized by February 1, 2019; and

Further, notwithstanding the berthing rights that were terminated as of August 31, 2018, that the M.S. Norgoma be permitted to remain at its current location until April 15, 2019 (or as soon as weather/ice conditions permit) when it shall be removed to a new location; and

Further, that staff work with the St. Mary's River Marine Centre Board to assist in finding a new location for the vessel, whether that be a permanent or temporary location, so as not to interfere with marina operations in Spring 2019.

Rather than repeat the extensive history and background of the Norgoma provided in previous staff reports, the April 2018 report is included as Attachment A.

### **ANALYSIS**

The City received no correspondence from the SMRMHC on the deadline of February 1<sup>st</sup>. Staff sent an email on that date and received a response from Louis Muio, President of the St. Mary's River Marine Heritage Centre (SMRMHC)

Board on Wednesday, February 6th apologizing for the delay and indicating he would provide an update Friday (February 8th). No update was provided on that date and on February 15<sup>th</sup>, staff sent another email requesting an update and a meeting.

In the email from staff sent on February 15<sup>th</sup>, staff confirmed with the SMRMHC that City Council approved the replacement of the Bondar Marina docks in the budget session on February 5<sup>th</sup>, 2019. Further, that there was a short discussion about the M.S. Norgoma at that meeting and it was reaffirmed clearly that the direction approved by Council to terminate the berthing rights still stands. Staff explained in the email that, given the approval of the replacement of the Bondar Marina docks, City staff were now moving forward rapidly with the planning for installation and that staff needed to finalize the removal of the Norgoma in order to properly sequence events.

Mr. Muio responded to this message later on February 15<sup>th</sup> and indicated that since the SMRMHC was still in the process of determining the viability of one of the sites they were waiting for more information and suggested February 22<sup>nd</sup> as a meeting date.

Staff met with Mr. Muio on February 22<sup>nd</sup> and he provided the update that the SMRMHC had been unable to secure a new location for the M.S. Norgoma.

It is clear that the SMRMHC found the same difficulties that City staff encountered when trying to find a new location for the vessel. Indeed, the SMRMHC re-investigated the same sites that City staff undertook considerable effort to research and identified as unfeasible in its initial report (Parks Canada Canal, Bushplane Museum and SAH site). They also examined other sites such as a location on St. Joseph Island, the SunCor site and others.

At the meeting of February 22<sup>nd</sup>, staff communicated clearly that the M.S. Norgoma must be removed by the deadline imposed by Council. Also, that if the SMRMHC is unable to coordinate the removal of the vessel as directed by Council, City staff will make arrangements directly (working with and keeping the SMRMHC Board informed) to remove the vessel. Staff indicated that all costs related to this relocation (whether to a temporary or a permanent location) will be passed on to the SMRMHC for payment.

To that end, staff has been able to confirm that a temporary site has been secured located on a portion of the dock wall behind Algoma Steel and rented by Purvis Marine. This site will be inaccessible to the public but will provide a temporary location that removes the vessel from the marina and enables the new dock project to proceed. The vessel will have to be insured by the owner for the tow through the Sault Locks to Algoma Steel. The insurance will also have to be carried on the vessel for the duration of its storage at Algoma Steel.

The cost to move the vessel to this site is estimated to be approximately \$50,000. Purvis Marine will require a purchase order for the tow and storage of the vessel. The tow will be under the standard terms and conditions of an ECTOW agreement.

This location would be temporary and a time limit needs to be confirmed that ensures the vessel does not remain beyond one year. Purvis Marine has extended a discounted rate of \$40.00 per day once at the Algoma berth. Purvis marine staff will have to check the vessel regularly to ensure it is not taking on water and that the lines are secure. This is a typical requirement of insurers.

It is recommended that the cost and liability of the move will be passed on to the SMRMHC and the SMRMHC will be responsible for the insurance and daily fee costs.

It will be up to the SMRMHC to determine if they can find an alternate solution in time for the removal as of April 15, 2019 (or as soon as weather/ice conditions permit) as per Council resolution.

Should the organization become insolvent as a result of this activity, the ownership and responsibility for the vessel reverts back to the City. In this event, staff envisions two options:

- 1) Decommission - The vessel would be decommissioned at an estimated cost of \$150,000.
- 2) New owner – The vessel would be provided to another entity that has interest in taking the vessel to a new location (at the expense/liability of the new owner).

We continue to recognize the SMRMHC volunteers for the numerous hours they have contributed towards the management and maintenance of the M.S. Norgoma. They should be commended for their years of hard work and service.

Members of the SMRMHC continue to garner extensive media coverage for the M.S. Norgoma. Despite this extensive coverage, the Go Fund Me campaign to raise a campaign goal of \$9,000 has managed to attract \$1,008 of support as of March 6, 2019 (raised by contributions from 13 people in the 10 month period of the campaign).

Based on discussions with the SMRMHC over the past year, it is clear to staff that the M.S. Norgoma needs far more investment in order to bring the vessel into a condition that the community can be proud of and properly provide services to visitors and residents.

There have been a number of new activities attempted over the last year to revitalize the Norgoma. A recent posting on the Norgoma Facebook page highlighted these initiatives. A number of the items listed are not Norgoma-dependent and many of the initiatives are similar to others already in



development by other community groups (some in collaboration with the City) or are items that we would be happy to collaborate with volunteers to advance outside of the Norgoma (should a local space not be found for the vessel). City staff would welcome the opportunity work with the youth organizing these events to see them come to fruition in our downtown.

The Norgoma was initially brought to Sault Ste. Marie at the behest of the City of Sault Ste. Marie. It was later turned over to the St. Mary's Marine Heritage Centre to facilitate its operation. City Council has been very clear – the berthing rights for the vessel have been terminated and the Norgoma must move. Compounding this, City Council has approved a new docking system in the Bondar Marina and a failure to act quickly will delay an important project approved by Council.

### **FINANCIAL IMPLICATIONS**

The financial implications are not confirmed at this point. The costs are dependent on two factors:

- 1) Whether the SMRMHC can find a different location and the costs associated with this new location.
- 2) The ability of the SMRMHC to cover a portion or all of the costs of the relocation.

In the solution proposed by the City, the cost could be up to \$50,000 for the initial move and an additional amount of up to \$150,000 for decommissioning.

### **STRATEGIC PLAN / POLICY IMPACT**

This item relates to the Corporate Strategic Plans Focus Areas:

- Quality of Life – Promote and Support Arts and Culture
- Community Development and Partnerships – Create Social and Economic Activity
- Maximize Economic Development and Investment - We foster an environment where economic development dollars are maximized so that existing and new business can flourish. Citizens expect true value for their tax dollars. We are committed to maintaining financial viability by strategically embracing our future with careful consideration and calculated risk in all undertakings.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2019 03 18 concerning the M.S. Norgoma be received and staff be directed to notify the St. Mary's River Marine Heritage Centre that a temporary location has been secured for the M.S. Norgoma;

M.S. Norgoma Update

2019 03 18

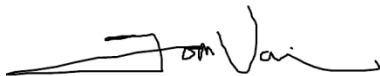
Page 6.

Further, that unless the St. Mary's River Marine Heritage Centre can secure a new location permitting the vessel to be moved by April 15<sup>th</sup> (or as soon as weather/ice conditions permit – whichever is sooner), the St. Mary's River Marine Heritage Centre should relocate the vessel to the location obtained by City staff behind Algoma Steel section of dock made available by Purvis Marine;

Further, that the cost and liability of this move shall be borne entirely by the St. Mary's River Marine Heritage Centre as the owner of the vessel;

Further, that staff collaborate with the St. Mary's River Marine Heritage Centre to coordinate the removal of the Bondar Marina docks to permit the exit of the M.S. Norgoma.

Respectfully submitted,

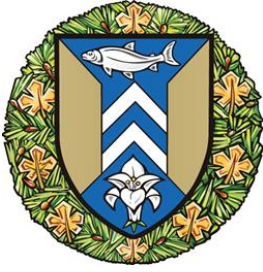
A handwritten signature in black ink, appearing to read "Tom Vair". The signature is written in a cursive style with a horizontal line underneath.

Tom Vair

Deputy CAO of 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**

April 9, 2018

**TO: Mayor Christian Provenzano and Members of City Council**

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

**DEPARTMENT: Community Development and Enterprise Services**

**RE: M.S. Norgoma – Options for Removal**

---

**PURPOSE**

The purpose of this report is to respond to the October 10, 2017 City Council resolution:

Whereas in April 2013 City staff reported to Council on options to remove the M.S. Norgoma from the Bondar Marina; and

Whereas at the time, the water levels in the St. Mary's River meant that the removal effort would require dredging the Bondar Marina in order to successfully remove the M.S. Norgoma from the Bondar marina; and

Whereas 2017 has seen high river and lake water levels across the Sault; and

Whereas the high water levels may provide an opportunity to remove the M.S. Norgoma from the Bondar Marina without the requirement to dredge the Marina; and

Whereas the M.S. Norgoma cannot be removed from the Bondar Marina without a plan in place for where the ship should go, and what improvements should be made to the Bondar Marina;

Now Therefore Be It Resolved that City Staff report back to City Council on the following:

1. Options for removing the M.S. Norgoma from the Bondar Marina, including the cost of removal, where the ship will be brought, and options for what

can be done with the ship on a permanent basis and potential funding sources to achieve this;

2. Recommended improvements to the Bondar Marina, including the cost of implementing said improvements and identifying potential funding sources for those improvements.

## **BACKGROUND**

The M.S. Norgoma is 185 feet long vessel which draws 12-13 feet when fully loaded and was acquired by the City in 1975 and has been in the Bondar Marina since 1994. From 1950 to 1963, the vessel was a means of transportation between Owen Sound and Sault Ste Marie and made a 5-day round trip every week. In 1963 after the Trans-Canada Highway was completed, the Norgoma was operated as a car ferry between Tobermory and South Baymouth.

City staff reviewed the studies and reports that have been prepared and presented to City Council regarding the M.S. Norgoma.

In 2000 a feasibility study was completed by the Tourism Company entitled “The Phase 1 Report for the Norgoma Feasibility Study and Business Plan.”

In 2001 the Tourism Company completed another study; “Feasibility Study and Business Plan, Phase 2 Report: Relocation Assessment”.

On May 29, 2006 City Council passed a resolution stating:

“Be it resolved that Destiny SSM be requested to conduct an objective evaluation of the Norgoma and provide Council with recommendations as to next steps;

Recommendations should consider the benefits and associated costs concerning options evaluated and the recommended option;

It is understood that Destiny would establish an advisory committee and that city staff along with other key players will participate”

Destiny Sault Ste. Marie presented their report “The Norgoma Background and Recommendations a Report to City Council” in January of 2007 at which time they made several recommendations. The report is attached as M.S. Norgoma - Appendix A.

In September 2011, Parks Canada, unveiled a Historic Sites and Monuments Board of Canada plaque located in Roberta Bondar Park adjacent to the M.S. Norgoma commemorating the passenger and packet freighters on the Upper Great Lakes as a National Historic Event.

The five-year funding period for the Norgoma ended in 2012. On January 21, 2013 the St. Mary's River Marine Heritage Centre (S.M.R.M.H.C.) Board of Directors made a presentation to Council requesting continued funding and sharing of resources. At that meeting the following resolution was passed:

“Resolved that the presentation of the St. Mary's River Marine Heritage Centre (M.S. Norgoma) be referred to Destiny Sault Ste. Marie, the Economic Development Corporation and appropriate staff for review and report back to Council.”

Reports from the Commissioner Community Services, the Chair of the Destiny Committee, and the Chief Executive Officer – Economic Development Corporation were provided to Council at the April 8, 2013 budget meeting recommending that no further municipal funding be provided. Council instead approved funding the Norgoma for one year only in the amount of \$15,000.

On February 18, 2014, a report outlining the details of various exit strategies for the M.S. Norgoma was prepared and again recommended that no further municipal funding be provided.

Council instead referred funding for the M.S. Norgoma to the 2014 budget deliberations. Funding in the amount of \$15,000 was approved in the 2014 budget.

The Ministry of the Environment and Climate Change contacted the City staff the week of July 16, 2017 to convey a complaint was received regarding a tarp affixed to the M.S. Norgoma was floating in the marina basin collecting chips of paint which were falling off the ship. There was concern this posed an environmental concern due to their lead content and MOECC wanted to know the plan for this activity and the vessel.

As mentioned in the Purpose section, on October 10, 2017 City Council passed two resolutions. This first resolution requested that staff to report back regarding;

1. Options for removing the M.S. Norgoma from the Bondar Marina, including the cost of removal, where the ship will be brought, and options for what can be done with the ship on a permanent basis and potential funding sources to achieve this;
2. Recommended improvements to the Bondar Marina, including the cost of implementing said improvements and identifying potential funding sources for those improvements.

The second resolution requested that the Cultural Advisory Board and the Municipal Heritage Committee provide an opinion on the cultural and heritage value of the M.S. Norgoma appears elsewhere in the Council agenda package.

On November 14, 2017 City Staff and three members of the St. Mary's River Marine Heritage Centre (S.M.R.M.H.C) Board, participated in a conference call with Peter Gregos-Nicols from Chicago to discuss his interest in acquiring the M.S. Norgoma.

As a follow-up to this conversation Mr. Gregos-Nicols travelled to Sault Ste. Marie on December 20, 2018 to meet with S.M.R.M.H.C Board members and tour the M.S. Norgoma.

On January 16, 2018 City staff attended a M.S. Norgoma Board Meeting. A follow-up meeting was held on January 25<sup>th</sup> to review the offer from Mr. Gregos-Nicols, and to review the list of repairs required which was requested at the November 14<sup>th</sup> meeting.

Staff completed a review of the current agreements, as well as, the St. Mary's River Marine Heritage Centre letters of patent and operating by-laws are included as attachments to this report:

1. Agreement between Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation and Communication and the Corporation of the City of Sault Ste. Marie. Attached as M.S. Norgoma -Appendix B.
2. Agreement between The Corporation of the City of Sault Ste. Marie and the St. Mary's River Marine Heritage Centre. Attached as M.S. Norgoma-Appendix C
3. Agreement between St. Mary's River Marine Heritage Centre and Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation and Communication. Attached as M.S. Norgoma-Appendix D
4. St. Mary's River Marine Heritage Centre Letters of Patent. Attached as M.S. Norgoma-Appendix E
5. By-Law No. 1 – relating generally to the transaction of affairs of St. Mary's River Marine Heritage Centre. Attached as M.S. Norgoma-Appendix F

## **ANALYSIS**

City Council requested that staff investigate options for removing the M.S. Norgoma from the Roberta Bondar Marina including the cost of removal, where the ship will be brought, and options for what can be done with the ship on a permanent basis and potential funding sources to achieve this.

A number of factors were considered in order to respond to the most recent Council resolution. In order to assist with determining the costs for removing the Norgoma water depths in the Roberta Bondar Marina were required. In

November of 2017, Total Precision Survey completed soundings of Roberta Bondar Marina to determine the water levels throughout marina basin. Water levels are currently high and are 83 centimetres above chart datum which would minimize the potential for dredging. At this point we do not believe dredging is required.

A number of factors were considered to determine if there were any locations that could accommodate the 185 foot M.S. Norgoma. Criteria considered when examining potential locations included:

1. City owned property or a property owner that is willing to host the M.S. Norgoma.
2. Sufficient dock wall with enough draft to moor the vessel and mooring bollards.
3. Close proximity to utilities (water, sewer, electrical).

### **M.S. NORGOMA OPTIONS**

The options considered for the M.S. Norgoma include:

#### **Option 1: Relocation to Parks Canada Site**

In 2001, the Tourism Company was engaged to complete “Feasibility Study and Business Plan Phase 2 Report: Relocation Assessment”. The focus of the study was to relocate the M.S. Norgoma to the Sault Ste. Marie Canal National Historic Site operated by Parks Canada. City staff has followed up with Parks Canada staff to investigate the possibility of relocating the M.S. Norgoma to the Sault Canal. Based on the discussions it was determined that there are a number of reasons why this is not an option at this time.

1. Currently, Parks Canada is in the midst of completing a new management plan which will take the site through the next 10 years. The focus during this next planning cycle will be on the investments and improvements to on-site infrastructure and heritage buildings that will help create a more dynamic offer at the Sault Ste. Marie Canal.
2. Since the M.S. Norgoma is not directly linked to the reason for designation as a national historic site, it is not something Parks Canada would be willing to assume responsibility for. Accountability is to those cultural resources that are currently managed by Parks Canada that are directly related to the reason for designation.
3. In addition, one of the pieces of infrastructure Parks Canada is actively seeking funding for is to repair the pier walls. In some areas they are compromised and Parks Canada could not guarantee they could safely accommodate such a large vessel at this time.

**Option 2: Location near Canadian Bushplane Heritage Centre**

A location adjacent to the Canadian Bushplane Museum was ruled out due to the lack of dock space and water depths.

**Option 3: Relocation to the Pier at the Former Hospital Location**

Currently, the pier at the former hospital location is owned by the City and could potentially accommodate the M.S. Norgoma. There are no utility services, telecom services, sewer connection or mooring bollards available at this location. Services would need to be brought to the site from Lucy Terrace.

| Estimated Cost Breakdown   |                              |
|--|------------------------------|
| Cost to bring services to pier (285 m)                                   | \$120,000                    |
| Installation of mooring bollards   | \$15,000-\$25,000            |
| Towing of vessel to a new location (tug boats)                           | \$15,000                     |
| Removal of docks, disconnect electrical and water services to the docks. | \$35,000                     |
| <b>Total</b>   | <b>\$185,000 - \$195,000</b> |

The cost to connect the Norgoma to the services would be an additional charge.

This option is not recommended due to the cost to move and relocate the M.S. Norgoma. Furthermore, there is no public parking available, the location has reduced visibility which would negatively impact visitation.

**Option 4: Mr. Peter Gregos-Nicols Offer to Acquire the Norgoma.**

Mr. Gregos-Nicols has expressed interest in acquiring the M.S. Norgoma and relocating the boat to Chicago. On November 14, 2017 City Staff and three members of the St. Mary’s River Marine Heritage Centre (S.M.R.M.H.C) Board participated in a conference call with Mr. Gregos-Nicols from Chicago to discuss his interest in acquiring the M.S. Norgoma. On December 20, 2017 Mr. Gregos-Nicols travelled to Sault Ste. Marie to meet with S.M.R.M.H.C Board members and tour the M.S. Norgoma.

The M.S. Norgoma requires significant investment to restore the boat to its 1950’s character and is estimated to cost approximately \$500,000 plus labour. The vision is to restore the M.S. Norgoma and utilize it as a maritime museum. Mr. Gregos-Nicols indicated his hope would be in the future that the M.S. Norgoma would be able to tour and visit major cities around the Great Lakes.



However, staff cautions that this is preliminary and due to the logistics and associated expenses the M.S. Norgoma may not return to Sault Ste. Marie.

It is also important to note that the timing for the removal of the Norgoma would need to be coordinated with City Staff to coincide with the replacement of the Roberta Bondar Marina Docks. It is currently recommended that this option take place in the Fall of 2018 and be done in coordination with a planned replacement of docks in 2019.

The costs associated with inspecting the hull of the vessel, disconnecting the electrical and sewage connections to the ship, as well as, associated tugboat fees would be the responsibility of Mr. Gregos-Nicols. The City would be responsible for removal of the docks and disconnecting the services to the docks which is estimated at \$35,000.

Transport Canada and/or U.S. Coast Guard approval and insurance will be obtained and provided to the St. Marys' River Marine Centre and the Corporation of City of Sault Ste. Marie.

An agreement would need to be created to ensure there will be no liability to the Board of the Norgoma or the City of Sault Ste. Marie which would address:

- Permits and licensing
- Safety
- Environmental Protection
- International customs and security

Any additional permits or notifications (Conservation Authority or other Ministries) required to remove the Norgoma from Roberta Bondar Marina would be obtained and any associated costs would be covered at no cost to the Norgoma Board or the City.

There are a number of steps required in order to move the ship from Canada to the United States which include:

1. The Board of the S.M.R.M.H.C must pass a resolution requesting to be released from clause one in the 1982 agreement with Ontario Ministry of Transportation.
2. The City of Sault Ste. Marie would then need to pass a resolution at City Council requesting to be released from clause seven in the 1975 agreement with Ontario Ministry of Transportation.
3. Written notice would be sent to Transport Canada requesting approval to move the M.S. Norgoma within the Port of Sault Ste. Marie's protected waters.
4. The Department of Canadian Heritage, Movable Cultural Property and Heritage Policy Programs require an application be submitted for a "Permanent Export Permit". The permit is examined and then the

application is either approved or refused. (The M.S. Norgoma meets the definition of a machine and is greater than 50 years old).

Mr. Gregos-Nicols has provided a signed letter indicating his intentions which is attached as M.S. Norgoma - Appendix G.

### **Option 5: Decommission and Remove the M.S. Norgoma from Bondar Marina**

In 2013 the City retained STEM engineering to investigate various exit strategies for the M.S. Norgoma. The report concluded that the cost of decommissioning and removing the Norgoma would exceed any salvage value. A number of factors contributed to the costs and include:

- Disposal of hazardous materials from the ship (asbestos, lead paint and oil)
- An abundance of wood on the upper decks has no salvage value and must be disposed of.
- Its location in the marina requires either expensive onsite decommissioning or it needs to be removed to a ship breaking yard for demolition.
- Due to its construction, and condition, it has little value for being re-purposed as a barge or other vessel.

Through this investigation three exit strategy options were determined and evaluated, as follows:

A. Demolish onsite:

Estimated Cost >\$500,000 (2013 values and water depths at the time)

Completely demolish the Norgoma onsite. This would require working from the top down and inside out until only the lower hull remains. The hull would then need to be lifted out of the water and the final demolition carried out on land adjacent to the marina.

B. Partially demolish onsite, final demolition offsite:

Estimated Cost \$200,000-\$240,000. (2013 values and water depths at the time)

Remove the upper portions of Norgoma to lighten the ship enough so dredging would not be required. Once light enough, the marina docks would be removed and the Norgoma would be tugged out of the marina to a ship breaking yard for final demolition.

C. Remove off-site:

Estimated Cost \$200,000-\$300,000. (2013 values and water depths at the time)

The marina docks would be removed, the marina basin around the stern of the Norgoma would be dredged until the Norgoma was able to be safely removed from the marina. See attached drawing C1.0 which depicts the

estimated area requiring dredging. The Norgoma would then be tugged to a ship breaking yard for demolition.

A copy of the full report is attached for your reference as M.S. Norgoma – Appendix H.

### **Option 6: Invest and Support the Norgoma**

If the M.S. Norgoma were to remain in the Roberta Bondar Marina an investment would need to be made to assist the capital upgrades that are required. As suggested by Mr. Gregos-Nicols and discussed with the Board, it is anticipated an investment of approximately \$500,000 would be necessary to fully restore the interior and exterior for museum purposes.

A request was made of the Board to provide cost estimates and options to restore the vessel, however, a Board member response indicated they are a volunteer board and have only so much time available to do things. They indicated they could not provide this information in time for this Council report as this would require obtaining quotes and estimates. It was indicated they can try to provide this information in due time when they begin to examine their restoration costs and projects for the fiscal year.

Currently, the M.S. Norgoma relies upon various grant programs to hire summer students and operates from mid-June to Labour Day each year. Sault Ste. Marie's peak tourist season is September to October, during which time the M.S. Norgoma is not in operation. In order to expand the operating season and ensure consistency in operating hours it would be necessary to secure ongoing financial support.

### **Option 7: Status Quo**

The operation of the M.S. Norgoma would continue under the current arrangement without financial support from the City. In the event the St. Mary's River Marine Heritage Centre is unable to fulfill the terms of the agreement with the City, meet their financial obligations or dissolves the M.S. Norgoma reverts back to the City and the City assumes all liabilities.

## **MARINA DOCK REPLACEMENT OPTIONS**

The Council resolution requested improvements to the Bondar Marina, including the cost of implementing said improvements and identifying potential funding sources for those improvements.

The docks at Roberta Bondar Marina were installed in 1989 and have reached the end of their useful life and are in need of replacement. A dock replacement plan has been developed for both Bellevue Marina and Roberta Bondar Marina

and is identified in the City's capital forecasts. Regardless of the decision regarding the M.S. Norgoma the docks need to be replaced at the Bondar Marina. Funding for this replacement will need to be approved as part of future capital budgets.

The current dock lay out consists of the following slips and allow for no more than 5 feet of bow overhang:

- A-Dock- 19 slips: (1) 45 foot slip, (2) 36 foot slips, (6)-33 foot slips and (9)-30 foot slips
- B-Dock- (18) 20 foot slips
- D-Dock - 200 feet of open serviced dock face

**DOCK OPTION A: Dock Replacement as per current layout with M.S. Norgoma remaining:**

*Estimated Cost \$ 625,000*

This option is for complete replacement of the marina docks if the M.S. Norgoma remains in place. The docks would be a modular system which utilizes an eco-style decking and aluminum substructure along with new concrete anchoring. The new style docks allow for a 10 foot bow overhang on each finger. The same number of slips would be maintained as per the current layout.

**DOCK OPTION B: Dock replacement: improved layout with M.S. Norgoma removed:**

*Estimated Cost: \$ 771,000*

If the M.S. Norgoma was removed this would allow for a greater reconfiguration of the dock layout. The dock replacement will utilize the same system outlined in Dock Option A which allows for a 10 foot bow overhang of vessels

A-Dock would remain in the current location; the south side finger lengths would be increased to 35 and 40 foot fingers. A shift of B-Dock 10 feet north, allows an increase of finger lengths to 30 feet on the south side of this dock accommodating up to 40 foot vessels as well as the north side of A-Dock would be the same. The fingers on the north side of B-dock would change to 35 foot slips to be able to accommodate up to 45 foot vessels. An additional 4 slips would be added with the Norgoma removal. In addition an extra 40 feet of open dock face parallel to Foster Drive would be added as well as 150 feet of unserviced dock face connecting A-Dock to the fuel dock.

The redesign of the marina dock layout would better suit the needs of the transient boater by providing larger slips. The increase in the number of longer slips, additional slips and dock space will positively impact revenue generation. The marina would increase availability by approximately 300 feet of revenue generating dock space which if maximized could generate an additional \$500.00 per day based on 45 foot vessels. The increases in slips are as follows:

- A-Dock- 20 Slips (10) 30 foot slips, (5) 45 foot slips, (5) 40 foot slips (Increase of 1 slip)
- B-Dock- 24 Slips (11) 30 foot slips, (13) 35 foot slips (+5 slips)
- 240 feet of open serviced dock face (increased by 40 feet)
- 150 feet of unserviced dock face (New)

The increase in available dock space and longer slips, will better position the marina to accommodate the growing recreational boating industry and become more attractive to larger boating events such as the growing CAN/AM VIP Poker Run, Grand Banks Rendezvous, Trans-Superior Yacht Race of which, in years past were only able accommodate according to our most usable slips on A dock and open dock face.

Additional features could include seating/lounging/picnic platforms for boaters creating social spaces as well as larger perimeter walkways connected to the fuel dock which would also allow for seating areas and a wider double cantilevered ramp and entrance for dock access.

**DOCK OPTION C: Norgoma is removed and existing timber docks are maintained:**

*Estimated Cost >\$ 72,000*

This estimated option makes no changes in the current aging dock infrastructure that is in place or any serious repairs that are needed as many of the pontoons are now taking on water and even once foam filled cannot maintain buoyancy. Approximately 1 week of labour and materials will be needed to remove and replace the docks, including electrical and plumbing service connections. The docks will be removed, tethered together and safely held in either the North Easterly or South Westerly corner of the marina; allowing ample room for the vessel to be towed out.

The current docks are quite fragile and the dismantling of these docks could cause further damage, aged mooring chains and shackles would require replacing at this time. The estimate does not include replacement of some of the current pontoons which are poor condition and may not withstand the disassembly. Should it be necessary, an estimate to replace C & D-dock portions that currently surround the M.S. Norgoma is > \$120,000 (not including transportation costs).

**SUMMARY**

Regardless of the decision regarding the M.S. Norgoma the docks need to be replaced at the Roberta Bondar Marina.

The St. Mary's River Marine Heritage Centre Board of Directors is a volunteer group which has contributed numerous hours towards the management and maintenance of the M.S. Norgoma and should be commended for their years of hard work and service. The M.S. Norgoma is a seasonal attraction which operates from mid-June to Labour Day each year and opens for special events in the fall.

The City of Sault Ste. Marie has a number of city-owned assets which require investment. Each year the investment required to maintain these assets far outweighs the available financial resources. In addition, the City supports a number of outside agencies such as the Sault Ste. Marie Museum, Canadian Bushplane Heritage Centre and Art Gallery of Algoma who experience financial challenges and as a result have requested additional funding from the City to support their activities.

The amount of funds available to these organizations is limited and Council must prioritize the allocation of funds to outside agencies and organizations. It must also consider the impact of these attractions and organizations to the community and the tourism sector.

Council sets the priorities and determines the funding to outside agencies and organizations. In consideration of the information above, Staff would recommend pursuing the option to enter into an agreement with Mr. Gregos-Nicols for the following reasons:

- A significant investment is required to upgrade, operate and maintain the vessel properly
- There is a limited operating window of the museum and therefore a limited community benefit relative to the investment required
- The organization relies entirely on summer student staffing and community volunteers
- Despite numerous attempts and strategies nothing has taken hold and there is no current strategic plan (although the Board has indicated they are working on an updated plan)
- The vessel has limited impact to attract visitors as a unique tourism facility
- There is limited grant funding available and any money received by the M.S. Norgoma could affect funding available for other cultural and museum attractions
- We acknowledge the views of the Municipal Heritage Committee and Cultural Advisory Board - this option enables this vessel to be preserved (although not maintained in the community)
- Removing the M.S. Norgoma enables the reconfiguration of the marina to better serve boaters
- While the boat does legally belong to the S.M.R.M.H.C, the City does bear liability in the event the organization dissolves or cannot meet its

obligations. The M.S. Norgoma also resides in the City owned marina and features prominently on the revitalized waterfront.

- The recommendation requires the Board to pass a resolution requesting to be released from clause one in the 1982 agreement with Ontario Ministry of Transportation. In the event the Board is unwilling to do so, the City Legal department has identified provisions in the agreement that would enable the City to proceed with this option.

Again, this is not meant to diminish the work of the Board and volunteers over the years. Simply, it is a matter of limited funds and prioritization that ultimately Council will determine.

### **FINANCIAL IMPLICATIONS**

A number of possible options were investigated as per Council's request. Outlined below are the financial implications for the options identified as potentially viable:

#### Option 3: Relocation to the Pier at the Former Hospital Location

The cost to relocate the M.S. Norgoma to the former hospital pier is estimated to cost between \$185,000 and \$195,000. It is anticipated that ongoing operational costs would be paid by the S.M.R.M.H.C Board.

#### Option: 4: Mr. Peter Gregos-Nicols Offer to Acquire the Norgoma.

If the M.S. Norgoma were acquired by Mr. Gregos-Nicols the cost to the City would be approximately \$35,000 in 2018 to remove the docks and disconnect the water and electrical services should we proceed in the Fall as recommended above. Additional costs to install a docking system depend on the Council decision on dock replacement vs. re-installing the existing docks (not recommended). No incremental operating costs would be incurred.

#### Option 5: Decommission and Remove the M.S. Norgoma from Bondar Marina

The options to decommission and remove the M.S. Norgoma from Roberta Bondar Marina based on the 2013 STEM engineering report range from a low of \$200,000 to over \$500,000. It is important to note that the values are based on the 2013 report and water levels at the time. Dredging is not likely required and would therefore reduce costs associated with these options. No incremental operating costs would be incurred.

#### Option 6: Invest and Support the Norgoma

The cost to fully refurbish the interior and exterior of the M.S. Norgoma is estimated at \$500,000. Historically, the City has provided \$15,000 annually to assist with operating costs, however, it is felt to appropriately operate the M.S.

Norgoma additional operating resources should be funded to provide adequate staffing levels and extend the operating season.

Option 6: Status Quo

If the operating model were to remain unchanged there would be no additional capital or incremental operating costs although there is an anticipated future liability cost to the City.

Dock Replacement

Regardless of the option selected for the future of the M.S. Norgoma, funding for the docks will need to be identified for their replacement and approved as part of future capital budgets. The difference between Dock Replacement Option A and Dock Replacement Option B is approximately \$150,000. Option B will better position the marina to accommodate the growing recreational boating industry and accommodate large vessels which will positively impact revenue.

**STRATEGIC PLAN / POLICY IMPACT**

This item relates to the Corporate Strategic Plans Focus Areas:

Quality of Life – Promote and Support Arts and Culture

Community Development and Partnerships – Create Social and Economic Activity

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2018 04 09 concerning M.S. Norgoma – Options for Removal be received.

Further that the recommendation to pursue Option 3: Mr. Peter Gregos-Nicols Offer to Acquire the Norgoma be approved.

Further that Council approve the Funding of \$35,000 to come from the Facilities Maintenance Reserve to cover recommended Option 3.

Further that should a satisfactory agreement not be able to be reached with Mr. Gregos-Nicols and no other option comes forward for restoration at another location that Staff return with costs and a proposed timeline to proceed with Option 5: Decommission and Remove the M.S. Norgoma from Bondar Marina.”

Respectfully submitted,



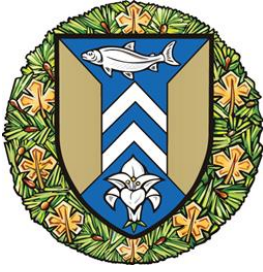
Tom Vair

Deputy CAO, Community Development and Enterprise Services



M.S. Norgoma – Options for Removal  
2018 04 09  
Page 15.

705.759.5264  
[t.vair@cityssm.on.ca](mailto: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**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Jonathan Kircal, Planner**

**DEPARTMENT: Community Development and Enterprise Services**

**RE: A-2-19-Z 85 Johnson Avenue (Fremlin)**

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**PURPOSE**

The Applicant is seeking Council's approval to construct four semi-detached dwellings for a total of eight dwelling units. Each dwelling unit will subsequently be severed onto their own lot.

**PROPOSED CHANGE**

The Applicant, Daniel Fremlin, is requesting to rezone the subject property from Institutional (I) Zone to Low Density Residential (R3) Zone, with a special exception to permit the four semi-detached dwellings (eight units in total) to be constructed on one lot, until such a time they are severed onto their own lot.

**Subject Property**

- Size: 74.69m (245') frontage on Johnson Avenue x 54.86m (180') depth, totalling .41ha (1 acre)
- Location: South side of Johnson Avenue, approximately 326m (1070') west of this intersection with Peoples Road.
- Present Use: Vacant Land – Former school yard associated with St. John School
- Owner: Daniel Fremlin Holdings Ltd.

**BACKGROUND**

There have been no rezoning applications on this property which was formerly part of St. John School. In 2018, the Committee of Adjustment approved a severance which created the subject property.

**ANALYSIS**

Due to an error that was made on the Notice that was sent to neighbouring properties, this application is being deferred to the April 1, 2019 meeting to allow for proper notice to be given.

A-2-19-Z 85 Johnson Avenue (Fremlin)

2019 03 18

Page 2.

The Applicant has agreed to reschedule to April 1, 2019.

**FINANCIAL IMPLICATIONS**

Deferral of this application does not impact municipal finances.

**STRATEGIC PLAN / POLICY IMPACT**

Deferral of this application is not linked to any policies contained within the Corporate Strategic Plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 2019 03 18 concerning Rezoning Application A-2-19-Z be received and that Council defer this Application to April 1, 2019.

Respectfully submitted,



Jonathan Kircal

Planner

705.759-6227

[j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)

## Stephanie Perri

---

**From:** Stephanie Perri  
**Sent:** Friday, March 8, 2019 8:33 AM  
**To:** Stephanie Perri  
**Subject:** FW: Rezoning Application A-2-19.Z. - 85 Johnson Ave.

**From:** Dan Fremlin [mailto:fremlin32@hotmail.com]  
**Sent:** Friday, March 1, 2019 8:08 AM  
**To:** Peter Tonazzo <p.tonazzo@cityssm.on.ca>  
**Cc:** Stephanie Perri <s.perri@cityssm.on.ca>  
**Subject:** Re: Rezoning Application A-2-19.Z. - 85 Johnson Ave.

Hey Pete,  
No problem. I understand mistakes happen, it's all good.

Thanks for following up

Dan

Sent from my iPhone

**Subject Property**



Document Path: G:\Applications (2017 - 2019)\Sault\2019\Zoning\A-2-19-Z\_85 Johnson Ave (Fremlin)\GIS and Maps\A-2-19-Z\_AerialMap\_Feb2019\_0x11\_V1.mxd

- Application Map Series**
- Subject Property
  - Official Plan Landuse
  - Existing Zoning
  - Aerial Image
  - Official Plan Amendment

**Legal Department Reference**



**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**

Civic Address: 85 Johnson Avenue  
 Roll No.: NA  
 Map No.: NA  
 Application No.: A-2-19-Z  
 Date Created: February 13, 2019

**Legend**

- Subject Property 85 Johnson Avenue
- Parcel Fabric

*This map is for general reference only*  
 Dithionoro 2016 26cm Colour  
 Projection Details  
 NAD 1983 UTM Zone 18N  
 GCS North American 1983

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**Subject Property**

74

106

102

98

94

90

86

**Johnson Avenue**

127

123

119

85

81

77

73

80

**Application Map Series**

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

**Property Information**

Civic Address: 85 Johnson Avenue  
 Roll No.: NA  
 Map No.: NA  
 Application No.: A-2-19-Z  
 Date Created: February 13, 2019

**Legend**

-  Subject Property 85 Johnson Avenue
-  Parcel Fabric



**City of Sault Ste. Marie**

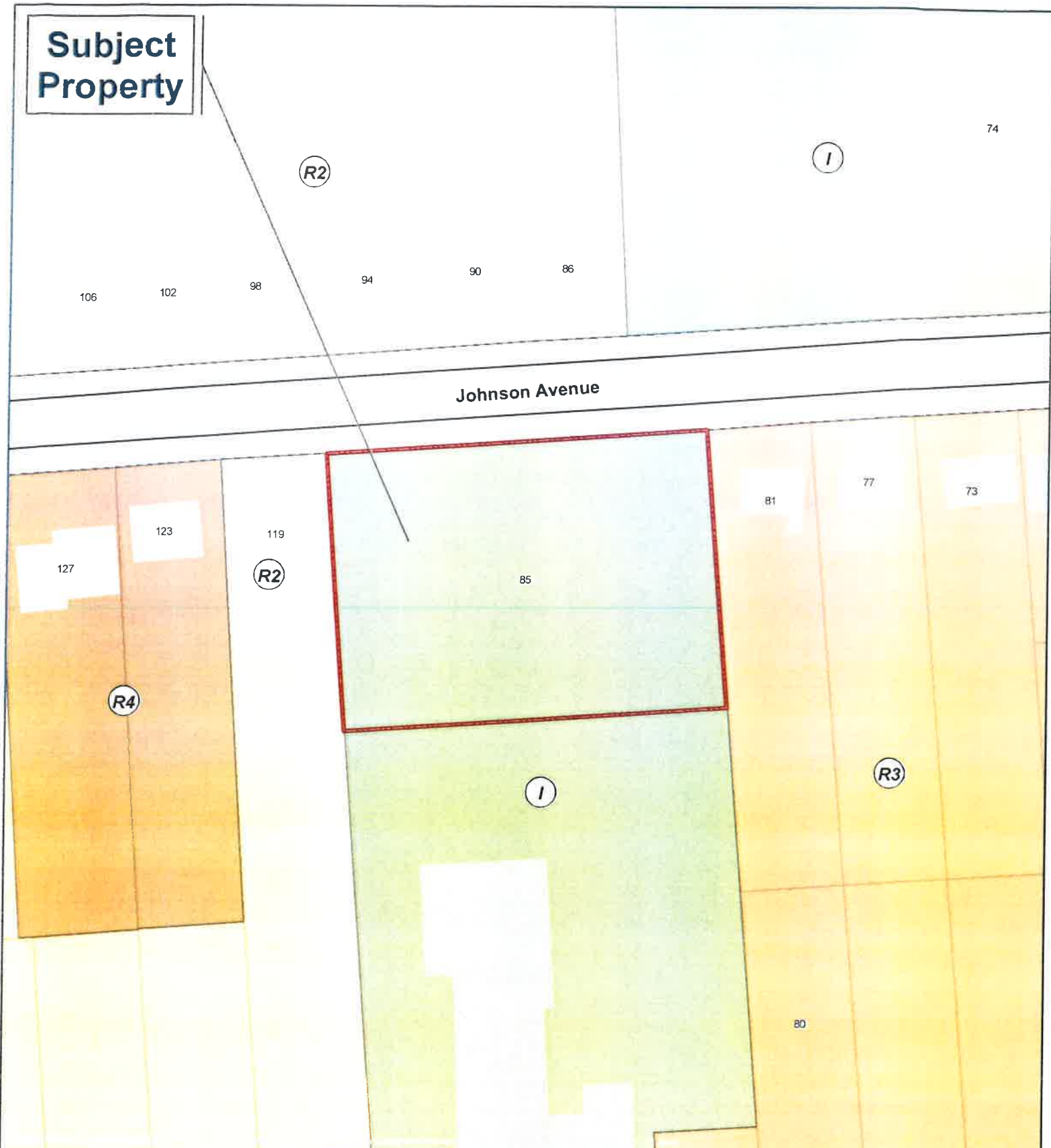
**Planning and Enterprise Services**

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*  
 Orthorectified: None  
 Projection Details  
 NAD 1983 UTM Zone 18N  
 GCS North American 1983



**Subject Property**



**Application Map Series**

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

**Property Information**

Civic Address: 85 Johnson Avenue  
 Roll No.: NA  
 Map No.: NA  
 Application No.: A-2-19-Z  
 Date Created: February 13, 2019

**Legend**

|  |   |  |                                     |
|--|---|--|-------------------------------------|
|  | 01 Traditional Commercial Zone            |  | 10 Low Density Residential Zone     |
|  | 02 Central Commercial Zone                |  | 11 Medium Density Residential Zone  |
|  | 03 Commercial Transitional Zone           |  | 12 High Density Residential Zone    |
|  | 04 Neighbourhood Zone (C&P)               |  | 13 Medium Density Residential Zone  |
|  | 05 Shopping Centre Zone                   |  | 14 Industrial Zone                  |
|  | 06 Progress Zone                          |  | 15 Environmental Management Zone    |
|  | 07 Light Industrial Zone                  |  | 16 Parks and Recreation Zone        |
|  | 08 Medium Industrial Zone (M1)            |  | 17 Rural Area Zone                  |
|  | 09 Heavy Industrial Zone                  |  | 18 Rural Residential/Community Zone |
|  | 10 Estate Residential Zone                |  | 19 Rural Residential/Community Zone |
|  | 11 Single Detached Residential Zone (R1)  |  | 20 Rural Residential/Community Zone |
|  | 12 Single Detached Residential Zone (R2)  |  | 21 Rural Residential/Community Zone |
|  | 13 Single Detached Residential Zone (R3)  |  | 22 Rural Residential/Community Zone |
|  | 14 Single Detached Residential Zone (R4)  |  | 23 Rural Residential/Community Zone |
|  | 15 Single Detached Residential Zone (R5)  |  | 24 Rural Residential/Community Zone |
|  | 16 Single Detached Residential Zone (R6)  |  | 25 Rural Residential/Community Zone |
|  | 17 Single Detached Residential Zone (R7)  |  | 26 Rural Residential/Community Zone |
|  | 18 Single Detached Residential Zone (R8)  |  | 27 Rural Residential/Community Zone |
|  | 19 Single Detached Residential Zone (R9)  |  | 28 Rural Residential/Community Zone |
|  | 20 Single Detached Residential Zone (R10) |  | 29 Rural Residential/Community Zone |
|  | 21 Single Detached Residential Zone (R11) |  | 30 Rural Residential/Community Zone |
|  | 22 Single Detached Residential Zone (R12) |  | 31 Rural Residential/Community Zone |
|  | 23 Single Detached Residential Zone (R13) |  | 32 Rural Residential/Community Zone |
|  | 24 Single Detached Residential Zone (R14) |  | 33 Rural Residential/Community Zone |
|  | 25 Single Detached Residential Zone (R15) |  | 34 Rural Residential/Community Zone |
|  | 26 Single Detached Residential Zone (R16) |  | 35 Rural Residential/Community Zone |
|  | 27 Single Detached Residential Zone (R17) |  | 36 Rural Residential/Community Zone |
|  | 28 Single Detached Residential Zone (R18) |  | 37 Rural Residential/Community Zone |
|  | 29 Single Detached Residential Zone (R19) |  | 38 Rural Residential/Community Zone |
|  | 30 Single Detached Residential Zone (R20) |  | 39 Rural Residential/Community Zone |



City of **Sault Ste. Marie**

**Planning and Enterprise Services**

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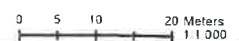
This map is for general reference only.

Orthophoto: None

Projection Details:

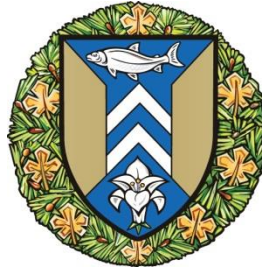
NAD 1983 UTM Zone 18N

GCS North American 1983



Larry Girardi  
Deputy CAO

Susan Hamilton Beach, P. Eng.  
Director of Public Works



## Public Works & Engineering Services

March 8, 2019

Don McConnell, RPP  
Director of Planning & Enterprise Services

**Subject: Application No. A-2-19-Z  
Request for an amendment to the Zoning By-law**

**Applicant: Daniel Fremlin**

**Subject Property: 85 Johnson Avenue**

Public Works has reviewed and supports this development and we provided the following comments:

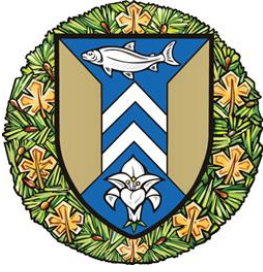
- Each unit should be serviced by individual laterals;
- A cleanout should be installed at property line; and
- A continuous large asphalt "patch" should be required instead of 8 individual ones.

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](mailto:s.hamiltonbeach@cityssm.on.ca)

C: M. McAuley, Municipal Services Engineer





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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Jonathan Kircal, Planner**

**DEPARTMENT: Community Development and Enterprise Services**

**RE: A-3-19-Z - 1805 Queen Street East**

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**PURPOSE**

The Applicant wishes to rezone vacant property on the south side of Queen Street East immediately west of the golf course parking lot, to permit the development of four semi-detached dwellings.

**PROPOSED CHANGE**

The Applicant/Owner, Sault Ste. Marie Golf Club, is requesting the rezoning of the south west portion of 1805 Queen Street East from Parks and Recreation Zone (PR) to Low Density Residential Zone (R3).

The part of the property that is being considered for rezoning has approximately 37 metres of frontage along the south side of Queen Street East, and a depth of 50 metres that extends to St. Marys River.

**SUBJECT PROPERTY**

- Location – the area to be rezoned is located on the south side of Queen Street East, west of the Sault Ste. Marie Golf Club parking lot.
- Size – the property has a frontage of 37.26 metres and a depth of approximately of 50.33 metres, with an area of approximately 1,875 square metres.
- Present use – vacant.
- Owner – Sault Ste. Marie Golf Club.

## **BACKGROUND**

In 1978, the south east portion of the golf course on the north side of Queen Street, and abutting on Oak Park Crescent, was rezoned to permit 9 single-detached residences.

In 1994, the area south of Queen Street and east of the restaurant was rezoned from Parks and Recreation to Single-Detached Residential. During the same year, an application to sever the rezoned area into multiple lots was approved but never finalized.

## **ANALYSIS**

### **The Official Plan**

The Official Plan designates the property south of Queen Street as Residential, which provides for 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.

Residential policies are outlined as follows:

- A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.
- Medium density residential dwellings may be integrated into low density areas subject to rezoning.
- Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available, or significant physical constraints exist.
- Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

### **Provincial Policy Statement and Provincial Plans**

The Provincial Policy Statement (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 proposal is consistent with the policies that promote intensification, efficient development, the identification and redevelopment of appropriate sites, and the provisions of a range and mix of housing types and densities.

The Growth Plan for Northern Ontario (Growth Plan) 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 providing more housing options for a robust economy.

### **Comments**

Land uses surrounding the area to be rezoned are as follows:

- North - across the street on the north side of Queen Street East is the golf course.
- South - to the south is St. Marys River.
- East - the former Iron Club Restaurant (soon to be Mulligan's Irish Pub) and a parking lot are to the east. Further east are single-detached dwellings.
- West - the abutting parcels to the west are single-detached dwellings along Queen Street East.

### Neighbourhood Character

Single-detached dwellings are the predominant dwelling types in the neighbourhood. However, the immediate area has a variety of uses, including residential, recreational and commercial. Lots and houses vary in style and size. The introduction of four semi-detached units is compatible with the neighbourhood character.

### Land Use

The Low Density Residential Zone (R3) zone is designed to promote a mixture of residential uses with the overall aim of achieving diverse and mixed neighbourhoods.

The proposal for semi-detached dwellings within an existing built-up area of the city, represents a desirable form of infill development.

The area to be rezoned abuts a residential property to the west, the St. Marys River, a parking lot and Queen Street. Any potential land use impacts are minimized by this location.

The proposal is compatible with the Official Plan and the predominant residential land use pattern of the neighbourhood.

### Building Setbacks and Height

The Applicant's proposal conforms to the (R3) zone's regulations. The proposed front yard setback is similar with neighbouring properties and will therefore contribute to the streetscape.

Note that additional approvals will be required to sever the property into four individual lots in the future.

## **Consultation**

### Circulating Agencies

The following Departments/Agencies commented on this Application as part of the consultation process:

- No comments/objections – Municipal Heritage Committee, Public Works and Transportation, Fire Services, Legal Department, Community Development & Enterprise Services, Economic Development Corporation, and PUC Services.
- The Conservation Authority has no objections, but noted that this property is part of a regulated area, requiring a permit prior to construction.
- The Engineering Division has no objections, but noted that there are no sanitary or storm sewers at this location on Queen Street East. The Developer is aware of this and will be required to install new services at their own expense.
- The Building Division has no objections, but made the following comments:
  - Due to overhead power lines and a utility pole, a swing calculation may be required by PUC prior to the issuance of a building permit to confirm the required clearances as per the Ontario Building Code.
  - A Record of Site Condition is not required for the change of use from parkland to residential.

### Public Comments - Submissions

As of the date this report was written, Planning staff has received one email submission from a member of the public (attached to the report). The individual inquired whether the City could acquire the shoreline for public and recreational use. The individual expressed concern over the amount of private land along the shoreline.

It should be noted that public access at this location would be inappropriate given that it would be directly behind a residential use and access would have to be through the abutting private property.

### Public Comments – Informal

One neighbour called in support of the application and noted that: It should be noted that public access at this location would be inappropriate given that it

would be directly behind a residential use and access would have to be through the abutting private property.

- Development of the golf course into other uses (e.g. residential, recreational, bike trail extensions) should be promoted to diversify and grow the tax base.
- The golf course occupies a large portion of land, yet is only available for a few months out of the year.

### **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 Council's approval to rezone the south west portion of the golf course property to permit four semi-detached dwellings. The proposal is desirable and appropriate for this area and will contribute to the overall housing mix in the neighbourhood. No major impacts are anticipated.

The proposal is consistent with the PPS, the Growth Plan and the Official Plan, and represents good planning. Planning staff recommends the approval of this application.

This property is designated as being subject to Section 41 of the Planning Act, which will require a site plan agreement prior to the issuance of a building permit.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner, dated 2019 03 18 concerning Rezoning Application A-03-19-Z be received by City Council, and that City Council approve the application to rezone the south west portion of the property from Parks and Recreation Zone (PR) to Low Density Residential Zone (R3).

Respectfully submitted,



Jonathan Kircal

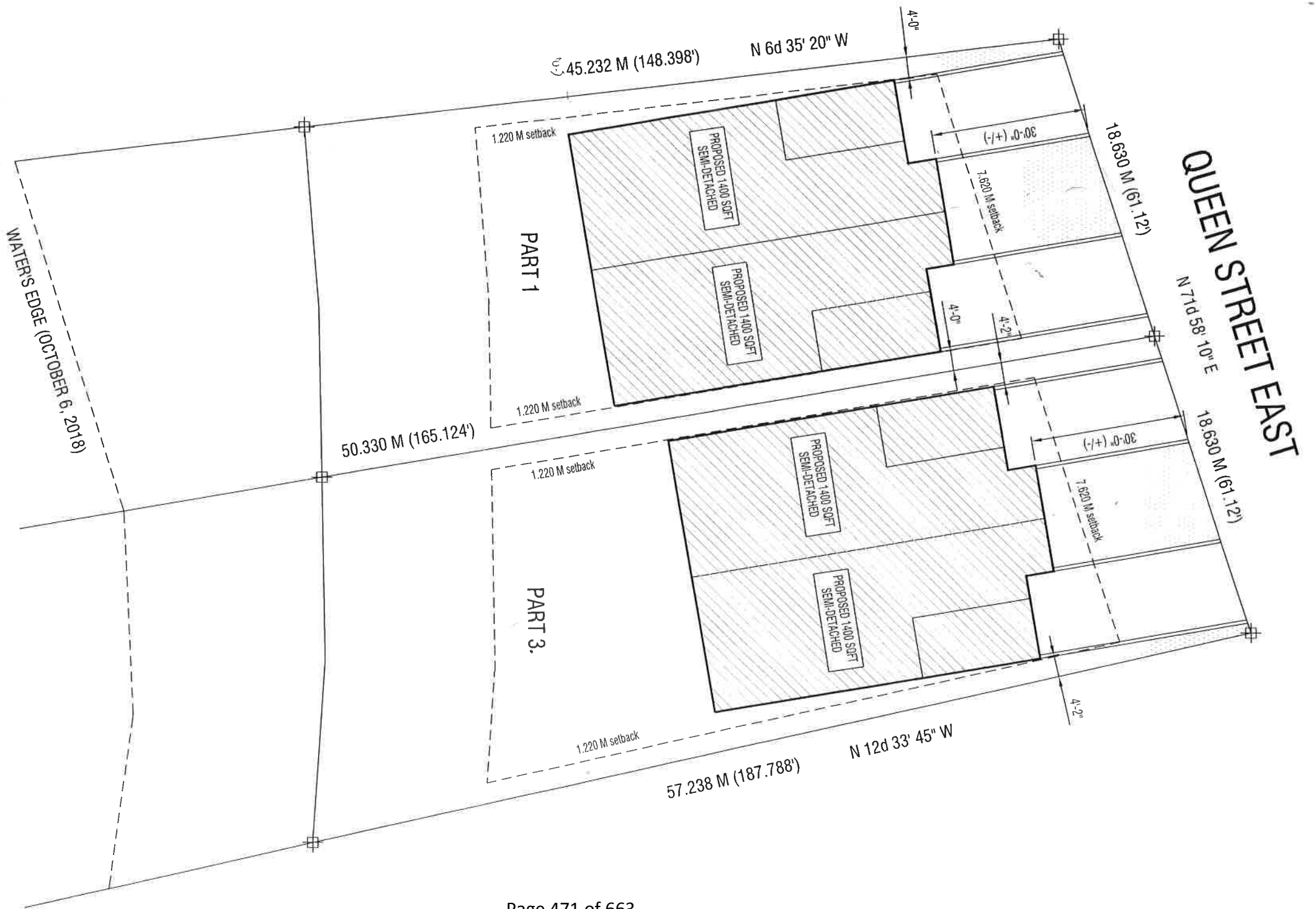
Planner

705.759.6227

[j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)

A-3-19-Z 1805 Queen Street East  
2019 03 18  
Page 6.

PRELIMINARY SITE PLAN FOR 2 SEMI DETACHED BUILDINGS



## Stephanie Perri

---

**From:** Marlene McKinnon <mmckinnon@ssmrca.ca>  
**Sent:** Thursday, February 28, 2019 10:13 AM  
**To:** Stephanie Perri  
**Subject:** SSMRCA Response - Application A-3-19-Z - 1805 Queen Street East

**Importance:** High

February 28, 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-3-19-Z**  
**Sault Ste. Marie Golf Club (Carlo V. Spadafora)**  
**1805 Queen Street East**  
**Sault Ste. Marie**

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

Any development on the proposed severed lots will require a permit from SSMRCA as it is within the O. Reg. 176/06 regulated area and subject to the Shoreline Management Plan.

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](mailto:mmckinnon@ssmrca.ca)  
[www.ssmrca.ca](http://www.ssmrca.ca)  
Phone 705-946-8530  
Fax 705-946-8533

Member of Canadian Institute of Geomatics





2019 02 28

**MEMO TO:** Don McConnell, RPP  
Planning Director

**RE:** A-3-19-Z  
1805 Queen Street East  
Sault Ste. Marie Golf Club

The Engineering Division has reviewed the above noted application and provides the following:

- There are no sanitary or storm sewers on Queen Street East at this location.
- The Developer must enter into a Servicing Agreement with the City for the installation of new services along Queen Street East. All costs shall be attributable to the Developer.
- There is a private sanitary lateral across the frontage of the subject property. Should development proceed, this lateral should be accommodated through easement or reconstruction.
- Plans and specifications showing final site grading and servicing should be reviewed and approved by the Director of Engineering or his designate. Lot grading plans should show existing contours, proposed grades, and buildable area for each lot. As constructed drawings should be modified to show only final grades.
- No work shall be commenced without the approval of the Director of Engineering or his designate. Any work which requires approvals from the City and the Ministry of the Environment shall not commence until such approvals and agreements are endorsed.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read 'M. McAuley'.

M. McAuley, P. Eng.  
Municipal Services Engineer  
Public Works & Engineering Services  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)

MM  
cc. Susan Hamilton Beach, Public Works  
Don Elliott, Engineering

# REZONING APPLICATION A-3-19-Z

## BUILDING DIVISION COMMENTS

**ADDRESS: 1805 QUEEN STREET EAST**

**Date: 2019-02-20**

**To: PLANNING DEPARTMENT: Don McConnell**

**From: BUILDING DIVISION: Frank Bumbaco**

### **BUILDING DIVISION COMMENT:**

#### **Data**

- Existing Zoning = PR - Parks and Recreation
- Proposed Zoning = R3 - Low Density Residential
- The subject property is a brownfield site and a Record of Site Condition may be required.
- Site is regulated by the Sault Ste. Marie Region Conservation Authority.
- Site is regulated by Development Control.
- R3 Setbacks
  - Front yard – minimum required setback is 7.5 meters.
  - Interior side yard – minimum required setback is 1.2 meters on one side and 3.0 meters on the other side or where there is an attached garage 1.2 meters for 1 storey, 1.8 meters for 2 storeys.
  - Rear yard – minimum required setback is 10 meters.
  - Maximum Height: 2 storeys
  - Maximum Lot Coverage: 40%
- Openings to any building other than an accessory building along the lower St. Mary's River shall not be located below 178.6m Canadian Geodetic Datum as per 4.14.5. of the 2005-150 Zoning By-law.
- Parking Requirements:
  - Residential Uses (Excluding Multiple Attached Dwellings) – 1.25 spaces per dwelling unit.

#### **Comments**






- There is a 2.83 meter x 3.09 meter shed crossing the West property line of the Part 1 lot. Based on the size a building permit will not be required for the shed, however it will need to be relocated to achieve compliance with the 2005-150 Zoning By-law.
- There are overhead power lines running along Queen Street East and a utility pole on the Part 3 lot. A swing calculation may be required to be completed by PUC on the overhead power lines to confirm the clearances required under 3.1.19. of the Ontario Building Code, prior to the issuance of a building permit, if the proposed construction is less than 6 meters from the closest power line.
- The subject property has been identified as brownfield site, however the change of use from a parkland use to a residential use does not trigger the requirement for a Record of Site Condition.
- The Building Division has no objections.

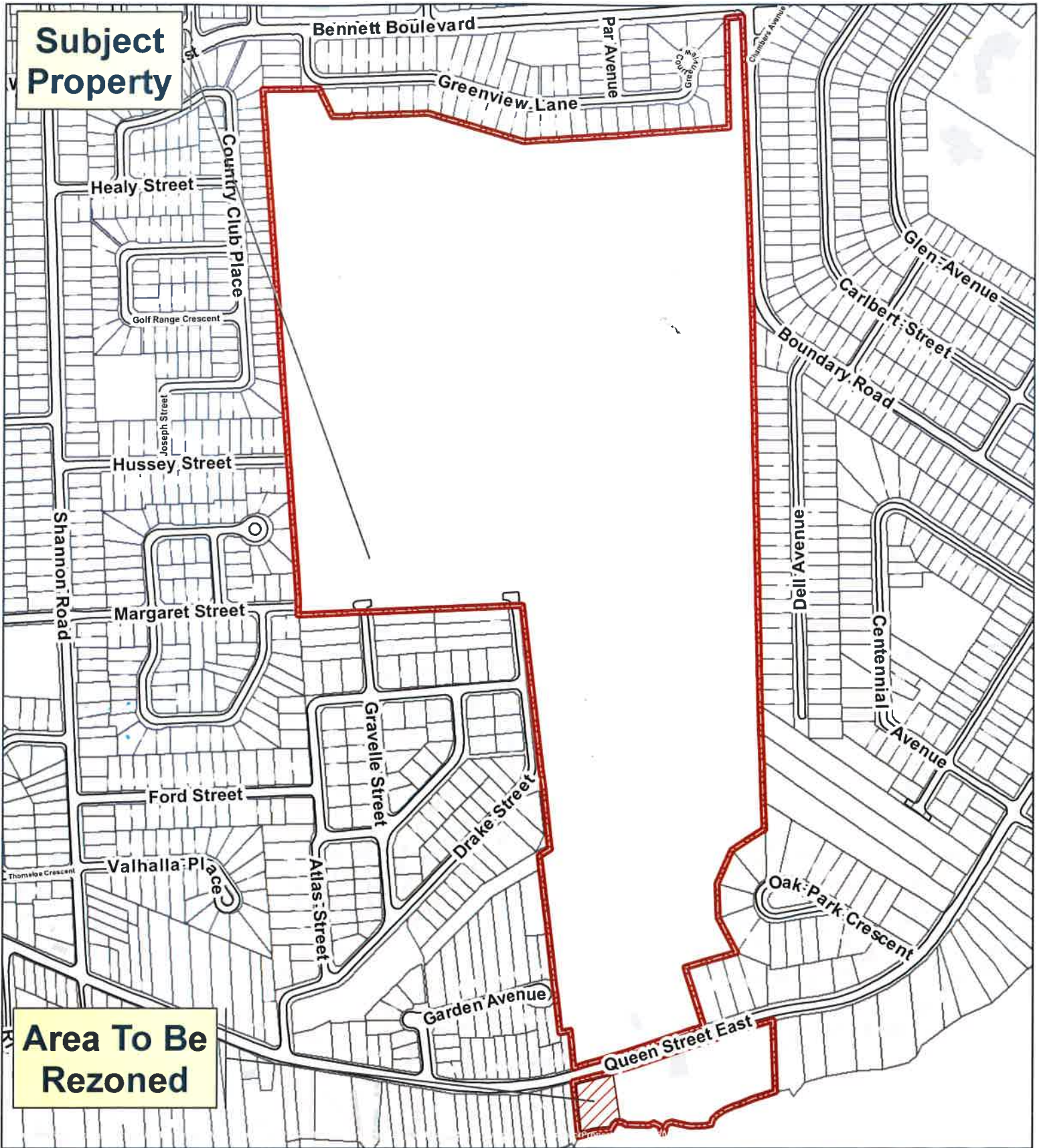
**Subject Property**



**Area To Be Rezoned**

Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-3-19-Z 1805 Queen Street E (Sagadore)GIS and Maps\A-3-19-Z AerialMap\_Feb2019\_8x11\_V1.mxd

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| <p><b>Application Map Series</b></p> <p><input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse</p> <p><input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image</p> <p><input type="checkbox"/> Official Plan Amendment</p> | <p><b>Legal Department Reference</b></p>  |  <p><b>City of Sault Ste. Marie</b></p> <p><b>Planning and Enterprise Services</b></p> <p>Community Development and Enterprise Services Department</p> <p>99 Foster Drive, Sault Ste Marie, ON P6A 5X6</p> <p>saultstemarie.ca   705-759-5368   planning@cityssm.on.ca</p> <p><i>This map is for general reference only</i></p> <p>Orthophoto: 2016 20cm Colour</p> <p>Projection Details</p> <p>NAD 1983 UTM Zone 16N</p> <p>GCS North American 1983</p>   |
| <p><b>Property Information</b></p> <p>Civic Address: 1840 Queen Street East</p> <p>Roll No.: 010026001000000</p> <p>Map No.: 12/1-9/1-10</p> <p>Application No.: A-3-19-Z</p> <p>Date Created: February 13, 2019</p>  | <p><b>Legend</b></p> <p> Subject Property 1805 Queen Street East</p> <p> Parcel Fabric</p> <p>Page 475 of 663</p> |  |



**Area To Be Rezoned**



**Subject Property**

- Application Map Series**
- Subject Property  Official Plan Landuse
  - Existing Zoning  Aerial Image
  - Official Plan Amendment

**Property Information**

Civic Address: 1840 Queen Street East  
 Roll No.: 01002600100000  
 Map No.: 12/1-9/1-10  
 Application No.: A-3-19-Z  
 Date Created: February 13, 2019

**Legend**

-  Subject Property 1805 Queen Street East
-  Parcel Fabric

Page 476 of 663

 **City of Sault Ste. Marie**

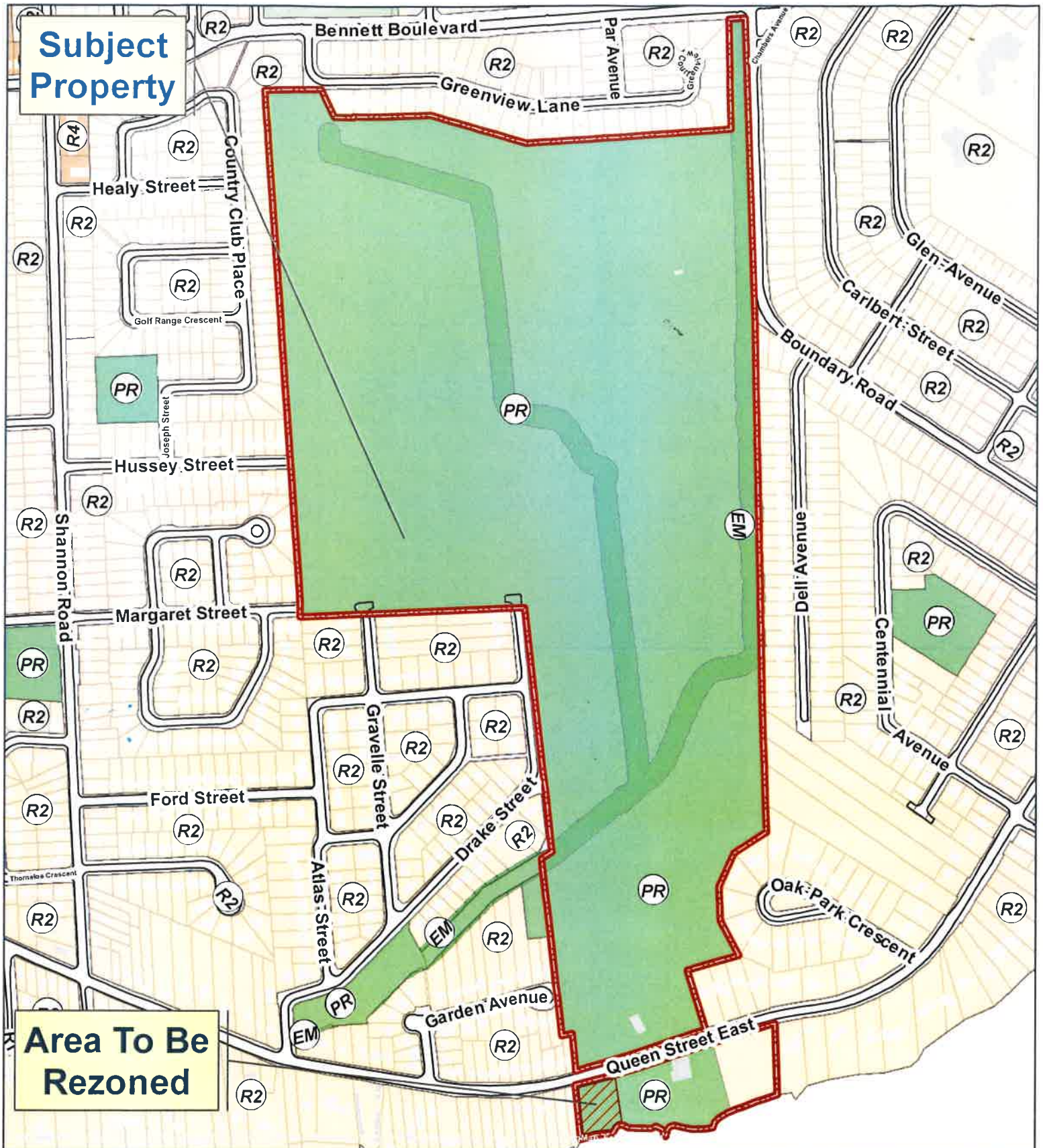
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**Subject Property**



**Area To Be Rezoned**

- Application Map Series**
- Subject Property
  - Official Plan Landuse
  - Existing Zoning
  - Aerial Image
  - Official Plan Amendment

**Property Information**

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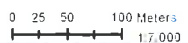
**Legend**

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| C1 Traditional Commercial Zone             | R2 Low Density Residential Zone      |
| C2 Central Commercial Zone                 | R4 Medium Density Residential Zone   |
| C3 Commercial Transitional Zone            | R5 High Density Residential Zone     |
| C4 Riverfront Zone, C3hp                   | R6 Mobile Home Residential Zone      |
| C5 General Commercial Zone, City           | EM Environmental Management Zone     |
| C6 Shopping Centre Zone, City              | PR Parks and Recreation Zone         |
| H1 Highway Zone                            | PA Plaza Area Zone                   |
| M1 Light Industrial Zone                   | RPA Rural Precipitation Uplands Zone |
| M2 Medium Industrial Zone, M2hr            | RE Rural Aggregate Extraction Zone   |
| M3 Heavy Industrial Zone                   | A1 Arable Zone                       |
| R1 Edge Residential Zone                   | A2 Arable Zone                       |
| R2 Single Detached Residential Zone, 100sq | A3 Arable Zone                       |
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|  | A6 Arable Zone                       |
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 Orthophoto: None  
 Projection Details  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983



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**Subject:** FW: Application number A-3-19-Z

Appendix

**From:** MARK CROFTS <[mcrofts@shaw.ca](mailto:mcrofts@shaw.ca)>  
**Sent:** Saturday, March 9, 2019 9:11 AM  
**To:** Jonathan Kircal <[j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)>  
**Subject:** Re: Application number A-3-19-Z

Hi,

I got the Notice of Application for the development of the waterfront at the SSM Golf Club, in the mail the other day...thanks

Is there a way that as a condition of re-zoning, the city could require the applicant to give a 50m stretch of the shore to the city and create a public access point,? I envision a small parking lot, say, room for 10 cars parking adjacent to Queen St with a portage pathway down to the river? The access would be for canoes/kayaks only...no fancy motor boat launch

My rationale:

Most of the river shoreline through the city is private

To my knowledge there is no public access between Bellevue Park and the foot of Dacey Road

The river is a ways away from Queen St at the sewage treatment plant, and the access is gated so it makes for a long portage to the river

Even at Dacey the city/local residents have made it difficult to put your canoe in by adding no parking signs, so if you dont count that as an access then there is NO public access at all downstream from Bellevue Park.

The city has allowed the waterway to be fronted by fancy homes, separating most of the citizenry from the wonderful and historic waterway...and that is a travesty...many folks have never seen the city from the river....they can only see the river from the city by looking through the screen of mansions that block them from the river in most places.

The city of North Bay has made sure there are public accesses to the lake at reasonable intervals...Sault Ste Marie has not done the same. Sure there are small reasons to cave to small interests (No doubt you will here the famillier shrills: "what about the garbage...the vandals, the partyers?") Surely whatever issues might arise by the provision of access points would be minor relative to the long term public good. Once you allow private homes along every bit of waterfront the opportunities for creating public access in the future by a more enlightened administration will be very costly. History has rarely judged the ceators of a public park to be anything other than visionaries. Let us be the visionaries.

A little public access would be a good gesture and a reasonable tradeoff for the applicant (the Golf Club) as they cash in by developing one of the few remaining greenspaces along the river

I'd appreciate a response

Thanks

Mark Crofts  
Landlocked at 183 Carlbert St.

254-2356

---

**From:** "Jonathan Kircal" <[j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)>  
**To:** "mcrofts" <[mcrofts@shaw.ca](mailto:mcrofts@shaw.ca)>

**Sent:** Wednesday, March 6, 2019 8:59:02 AM  
**Subject:** Application number A-3-19-Z

Hello Mark,

Nice to hear from you again!

You brought up some excellent points regarding public waterfront access, which also came up during Shape the Sault public engagement activities.

Planning staff does not feel that a public access point at this location would be appropriate, given that it would be directly behind a residential use. Land use conflicts would be anticipated (noise, traffic, late night activity). Additionally, there are currently no plans or Official Plan policies in place that speak to acquiring private property for these purposes; however, this may change.

I will black out your contact details and add your comment to the application file for City Council and the general public to read.

I should mention that the city owns the land between where Shannon Road ends and the shoreline. This spot is informally used as a canoe/kayak launch dock. It is mostly bush, but there is a trail leading to the shoreline.

Sincerely,



**Jonathan Kircal**

Planner

Phone: 705-759-6227

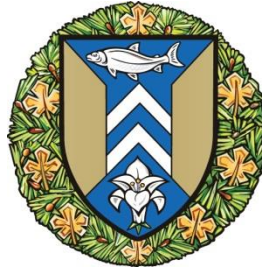
Email: [j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)

Planning and Enterprise Services  
City of Sault Ste. Marie



Larry Girardi  
Deputy CAO

Susan Hamilton Beach, P. Eng.  
Director of Public Works



## Public Works & Engineering Services

March 8, 2019

Don McConnell, RPP  
Director of Planning & Enterprise Services

**Subject: Application No. A-3-19-Z  
Request for an amendment to the Zoning By-law**

**Applicant: Sault Ste. Marie Golf Club**

**Subject Property: 1805 Queen Street East**

Staff from Public Works has reviewed the application noted above and supports this application with the following comments considered:

- Extension of sanitary sewer, easterly on Queen;
- Individual laterals for each unit; and
- Cleanout at the property line.

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](mailto:s.hamiltonbeach@cityssm.on.ca)

C: M. McAuley, Municipal Services Engineer



March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Peter Tonazzo, RPP, Senior Planner**

**DEPARTMENT: Community Development and Enterprise Services**

**RE: A-4-19-Z.OP - 84 Ruth Street (Gervasi & Stubbs)**

---

## **PURPOSE**

The applicants wish to amend the Official Plan and rezone the northern 48m (157.5') of the subject property to permit the offices of a security company (Norpro) within the former Jessie Irving Daycare Centre. The southern 60.5m (198.5') of the subject property is proposed to be rezoned to permit 6 townhouse units.

## **Proposed Change**

### Northern +/- 48m of Subject Property

The applicants are seeking an Official Plan Amendment by way of a notwithstanding clause to the Residential and Commercial Policies of the OP, to permit the offices of a private security firm, with private training facilities. The applicants also wish to rezone from Institutional Zone (I) to Institutional Zone (I) with a special exception to permit the offices of a private security company, including a private training facility, in addition to the uses permitted in an Institutional Zone (I) and to reduce the required frontage to 0m.

### Southern +/- 60.5m of the Subject Property

The applicants wish to rezone from Institutional Zone (I) to Low Density Residential Zone (R3.S) with a special exception to reduce the required frontage to 0m.

## **Subject Property**

- Location: The subject property is located at the eastern end of Ruth Street.
- Size: 108.5m by 53.8m (356' x 176.5') totalling .58ha (1.44 acres)
- Present Use: Former Jessie Irving Daycare Centre
- Owner: 1972667 Ontario Inc.

## **BACKGROUND**

There have been no rezoning applications upon the subject property, which formerly operated as the Jessie Irvine Daycare Centre.

## **ANALYSIS**

### **Conformity with the Official Plan (OP)**

The subject property is designated 'Residential' on Land use Schedule 'C' of the OP. As previously noted, this application consists of two parts:

#### Northern +/- 48m of Subject Property

The applicant's proposal to locate Norpro Security within the existing 632m<sup>2</sup> (6800ft<sup>2</sup>) building does not conform to the current Residential Land Use designation or Commercial Policy C.4 which requires 'major office space' to locate within the Downtown. Major office space is currently defined through the Zoning By-law as greater than 300m<sup>2</sup> (3229ft<sup>2</sup>). The applicant has provided a detailed description of Norpro's current operations, which is attached to this report. In summary, Norpro is a full service security firm, which also provides health and safety consulting and a variety of training services including first aid, working at heights, confined spaces, security/investigative licenses and use of force training. All courses offered by Norpro are licensed under various public and private regulators.

While the private training aspect of the use is somewhat 'institutional', the proposed use is considered as a private 'Office Use'. It is generally preferred that such office facilities locate in commercial areas, especially the Downtown. Having said this, the building exists. Part VI of the OP, Physical Development – Built Environment contains a goal *'to encourage the reuse, rehabilitation and redevelopment of the existing built environment.'*

Notwithstanding any site/use specific concerns (described in greater detail later in this report), the fact that the building currently exists cannot be understated. The reuse and redevelopment of vacant space is an important part of maintaining the overall health of the areas in which these properties are located. Over the years, Sault Ste. Marie has had significant success with reusing vacant buildings and properties, most notably, former elementary schools, churches and at least one daycare. The difficulty with these Institutional types of buildings/uses, is that they are generally purpose built and located in the middle of residential neighbourhoods. The former Jessie Irving Daycare Centre is no different. Built as a daycare in the 1960's, the interior layout appears difficult to convert for residential occupancy, and its location at the 'stub end' of Ruth Street also presents some challenges.

Although an Official Plan Amendment is required, there exists a certain balancing of policies as it relates to the emphasis placed upon reusing existing buildings versus the importance of maintaining strong, viable commercial areas.

#### Southern +/- 60.5m of the Subject Property

The applicants wish to rezone from Institutional Zone (I) to Low Density Residential Zone (R3) to permit the construction of 6 multiple attached (townhouse) units.

The following Residential Policies within the OP support this portion of the application:

R.3 Medium density residential dwellings may be integrated into low density areas subject to a rezoning.

R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

Policy R.5 further defines small scale residential intensification as among other things, infill development and redevelopment. The proposed 6 townhouse dwellings is a 'medium density' residential development representing a small scale residential intensification opportunity.

### **Conformity with the Provincial Policy Statement (PPS)**

#### Northern +/- 48m of Subject Property

The PPS does not specifically speak to the existing adaptive reuse of existing buildings, however in general terms, Section 1.1 of the PPS speaks to promoting cost effective development patterns that minimize land consumption and servicing costs, promoting efficient development patterns and supporting intensification and redevelopment opportunities.

Notwithstanding any site or use specific concerns, these general policy directions within the PPS support the adaptive reuse of an existing building.

#### Southern +/- 60.5m of the Subject Property

The PPS supports mixed residential neighbourhoods, as well as residential intensification and redevelopment opportunities.

### **Conformity with the Growth Plan for Northern Ontario**

The applicant's proposal does not conflict with any policies within the Growth Plan for Northern Ontario.

### **Comments**

The subject property is located at the 'stub-end' of Ruth Street. The character of the area is mixed residential, consisting of single detached dwellings, an 8-unit condominium abutting to the east, a recently approved (former St. Theresa School) 25-unit apartment building to the west and single detached dwellings.

#### Northern +/- 48m of Subject Property

The applicants wish to rezone the northern portion of the site to permit the relocation of the Norpro Security offices. As previously noted, Norpro is a full services security company that also provides a variety of training services. Some

training is security related, while other training courses are not. Referring to the site plan attached, other than expanding the parking area along the eastern (rear) lot line, minimal alterations are proposed. Based upon current parking requirements, a total of 28 parking spaces are required, 2 of which must be barrier free. The applicants are proposing 30 parking spaces, with 2 barrier free stalls.

Based upon the site plan, there are two parking aisles below the minimum 6.71m (22') required width. A small portion of the northern aisle, adjacent to the main entrance is only 5.96m (19.55') and the entire eastern aisle is 6.685m (21.9') wide. The eastern aisle deficiency is 6cm (2.3") and can be considered minor. The northern aisle deficiency is approximately 0.75m (2.5'), however it only impacts the two parking spaces adjacent to a small portion of the building footprint which extends north. In this case, it may be appropriate to remove these 2 spaces. Such matters can be dealt with through Site Plan Control.

Wherever a non-residential use abuts residentially zoned land, buffering is required, either in the form of a 1.8m (6') visually solid fence or hedge. Residentially zoned properties abut to the north, east and south sides. Along the north lot line, there is a 100% visually solid hedge adjacent to 87 Laura Street, which is taller than 1.8m (6'). There is also an existing wooden fence adjacent to 77 Laura Street. Additional fencing will be required between the subject property and 81 Laura Street. There is also a chain link fence along the east lot line and southern extent of the area to be rezoned. Visually solid wooden fencing will also need to be erected in these areas.

Ruth Park abuts the northern portion of the subject property to the west. Buffering adjacent to Ruth Park is not required. The overall safety and viability of the park is not impacted by this development proposal.

Ruth Street is a fairly quiet, 'dead-end' residential street. Introducing 632m<sup>2</sup> (6800ft<sup>2</sup>) of office space into the middle of a residential neighbourhood may be unsettling. Although zoning cannot dictate hours of operation, it is recognized that Norpro is a '24/7' operation. It is further anticipated that much of the training may occur on evenings and weekends. Having said this, the anticipated traffic would not include heavy truck traffic, and would be similar to other institutional uses that are located in residential areas, including schools and daycares to name a few.

Potential impacts to the overall viability of local commercial areas is also worth consideration. Does approval of this application open the door to permit future commercial uses to relocate into residential areas, thereby impacting the viability of our local commercial areas, especially the downtown? As previously discussed, the fact that this 'purpose built' building exists is an important factor to consider. The applicants have indicated that residential conversion would be difficult given the interior layout of the building and Norpro has indicated the

interior layout is perfect for their needs and apart from new flooring, trim and paint, very little alterations are required.

Given these considerations, it is appropriate to scope any OP and zoning approvals specifically to that of a security company and private training facility. Broader commercial or general office approvals are not recommended, and could open the door for general commercial or office uses that would not only have significant neighbourhood impacts, but also impact the overall viability of commercial areas.

#### Southern +/- 60.5m of the Subject Property

The southern portion of the property is proposed to be rezoned to facilitate the construction of 6 multiple attached (townhouse) dwelling units. Each 1-storey unit will be 'slab on grade' construction with an attached garage. The proposed units will adhere to all required setbacks with ample space for parking and rear yard amenity areas. A 1.8m (6') fence is proposed along the north, east and south lot lines,

With the exception of the proposed office space to the north, the proposed townhouses are surrounded on all sides by mixed residential development. More specifically, single detached to the south, an 8-plex to the east and the applicants existing semi-detached/25-unit apartment building development to the west.

The proposed east/west orientation of the units will result in rounding out or completing the neighbourhood.

#### Frontage Requirement and Public Works Easement

The subject property exists at the 'stub-end' of Ruth Street. As per Zoning By-law 2005-150, the 'dead end' of a street does not constitute frontage. Given this is an existing situation, it is appropriate to reduce the required frontage to 0 for the entire subject property.

The applicant has also had discussions with Public Works and an existing easement is in place to provide a 'hammerhead' turnaround for Public Works vehicles (snow plows, garbage trucks) at the end of Ruth Street. This easement can be further formalized through the site plan control process.

#### **Consultation**

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

- No Comments/objections: Community Development & Enterprise Services, Economic Development Corporation, Municipal Heritage Committee, Sault Ste. Marie Region Conservation Authority, Accessibility

Advisory Committee, Legal, Fire, Public Works & Transportation, PUC Services

- See attached comments from Engineering and Building

Correspondence from Engineering states that any servicing or related issues will be addressed during the Site Plan Application process. It is worth noting that the entire property is already subject to Site Plan Control, and as such, a site plan agreement will be required prior to the issuance of any building permits.

Correspondence from Building Division provides an overall zoning conformity review. It is worth noting that although Building Division indicates that a total of 30 parking spaces are required, upon further review, the requirement is in fact 28. Building Division also confirms that based upon the previous daycare use of the property, a Record of Site Condition will not be required prior to the issuance of a building permit.

Up to the date of drafting this report, there has been no correspondence received from neighbours.

On January 31, 2018, the applicants held a neighbourhood meeting at the subject property. Planning staff provided the applicants with mailing labels of all landowners within 120m (400') of the subject property. Approximately 25 neighbours and a Ward 4 Councillor attended the meeting. A site plan was available for review and the applicants provided a summary of the proposed developments.

Neighbours were generally supportive of the proposed developments. Many neighbours voiced trespassing concerns related to the vacant wooded area east of the subject property and welcomed the inclusion of a security firm to the area.

There were a number of questions related to buffering and traffic generated from the Norpro offices. There was also a question about access, whereby property owners on Laura Street access the park from their rear yard and through the former daycare property. The applicants indicated that they might be willing to grant pedestrian access from the rear yard to the park. Such access would be at the sole discretion of the land owners and would not be regulated by the City.

### **FINANCIAL IMPLICATIONS**

Approval of this Application will not impact municipal finances.

### **STRATEGIC PLAN / POLICY IMPACT**

Approval of this Application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

### **SUMMARY**

This application contains two distinct parts. The residential development proposed for the southern 2/3 of the subject property is relatively straightforward and will further round out and complete this long standing residential neighbourhood, which has undergone significant changes, most notably the current conversion of St. Theresa's School to a 25-unit apartment building.

The rezoning of the northern 1/3 of the subject property requires an assessment and appropriate balancing of OP policies and land use planning principles. On one hand, the proposal to relocate Norpro Offices introduces a commercial use on a dead-end street in the middle of a residential area. On the other hand, the applicants are proposing an adaptive reuse of an existing, purpose built building.

On balance, Planning Staff is of the opinion that relocating Norpro to the former daycare centre is appropriate; however, it is recommended that the zoning approvals be scoped to permit a security company and training facility only. This use specific zoning will ensure that impacts are minimal and within the scope of what has been presented to neighbours, who are generally supportive. Any new or additional commercial uses would require Planning Act approvals.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2019 03 18 concerning rezoning application A-4-19-Z.OP be received and that Council approve the application by redesignating and rezoning the subject property in the following manner:

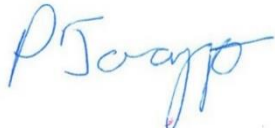
1. Northern +/- 48m of Subject Property
  - a. Redesignate by way of a notwithstanding clause to the Residential Policies and Commercial Policy C.4 of the Official Plan to permit the offices of a private security firm, with private training facilities.
  - b. Rezone from Institutional Zone (I) to Institutional Zone (I.S) with a special exception to permit the offices of a private security firm and private training facilities, in addition to the uses permitted in the Institutional Zone (I).
    - i. For the purposes of this By-law, a private security firm shall be defined as:
      1. An establishment primarily engaged in providing a full range of security services, including dispatch and investigation, as well as any business administration and support for the security company.
    - ii. For the purposes of this By-law, a private training facility shall be defined as:
      1. An establishment primarily engaged in providing a full range of training classes on-site, which may be available to Norpro employees and the general public.

- c. That the frontage requirement be reduced to 0m.
- d. That the eastern parking aisle width be reduced from 6.71m to 6.685m.

2. Southern +/- 60.5m of the Subject Property

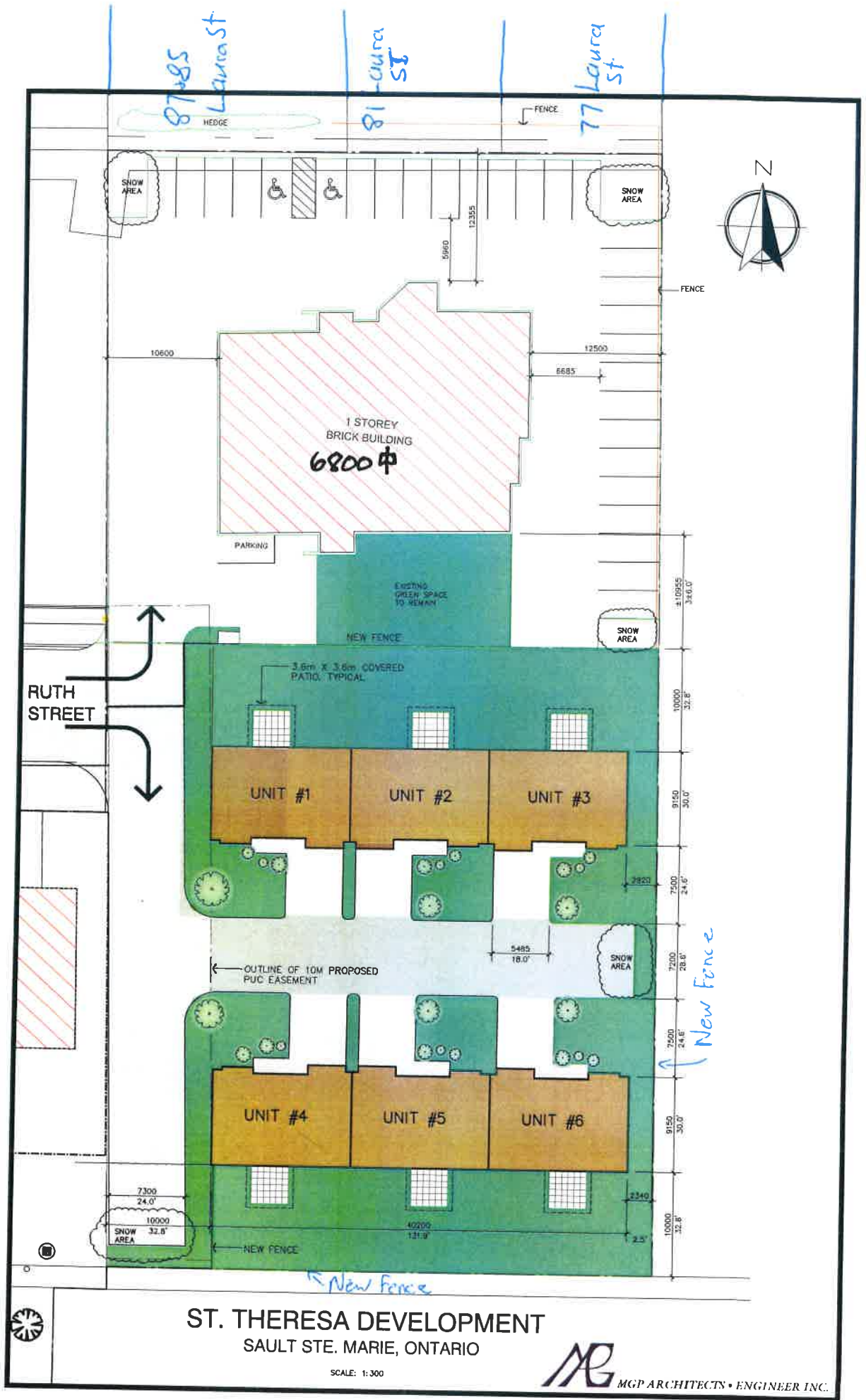
- a. Be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3.S) with a special exception to reduce the required frontage to 0m.

Respectfully submitted,



Peter Tonazzo, RPP  
Senior Planner  
705.759.2780  
[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)







Norpro Company is a full service provider offering a complete assortment of security, IT and health and safety needs. We offer stand alone and integrated services to our clients ranging from one time security guards to complete packages that utilize all our services. Our success has been built on the ability to train our staff to perform the specific tasks that are required by each client. Norpro has been renting class rooms throughout the city of SSM to accomplish this task. I believe that the day care facility located on Ruth St is the perfect location for the Norpro Office and training facility. This location needs almost no renovations to allow us to move into the location.

Norpro Company's Security Division is a licensed Agency in the Province of Ontario by the Ministry of Community Safety and Correctional Services and in the State of Michigan by the Department of Licensing and Regulatory Affairs Public Act 330.

#### **SECURITY SERVICES:**

- Loss Prevention
- By law enforcement on private property
- Special Events
- Reception/Concierge
- Traffic Control
- Security Consulting
- Access Control
- Medical First Response
- Alarm response
- Spot checks
- Emergency response
- Perimeter sweeps

#### **HEALTH & SAFETY**

Norpro has developed a qualified, complete and comprehensive team of professional Health & Safety personnel to coordinate with ministry officials, subcontractors and site visitors to assure concise management of all matters relating to Health & Safety. Our expert team will consult with business of all sizes and from a variety of different industries. Norpro can provide initial and on going training customized to your specific needs in all aspects of H&S. Our team will review workplace procedures, help identify risks, and assist in assembling precautions to protect employees from workplace hazards. Norpro is certified to teach Working at Heights, Confined Space and First Aid/CPR with AED as well as having an extensive library of over 450 online courses focused on Health & Safety. We have a proven track record with over 1,000,000 hours worked in two and a half years with no lost time saving the



companies thousands of dollars and increasing productivity. NORPRO offers comprehensive Health and Safety and Security Programs designed for each clients needs.

## **TRAINING**

Norpro offers a variety of in-class and on-line training courses in both the security and the health & safety divisions as evidenced below. We are currently renting spaces throughout the city in order to facilitate any and all training we are currently undertaking.

**Standard CPR and First Aid with AED** - Comprehensive two-day course offering first aid and cardiopulmonary resuscitation (CPR) skills for those who need training due to work requirements or who want more knowledge to respond to emergencies at home. Includes the latest first aid and CPR guidelines. Meets federal and a variety of provincial/territorial regulations for Standard First Aid and CPR. Exceeds competitors' standards by including injury prevention content, CPR and AED. One-day recertification course also available.

**IHSA APPROVED Working at Heights** - This course consists of a combination of classroom and hands-on learning activities.

Topics include:

- Common fall hazards
- Fall protection and types of equipment
- Working with ladders, scaffolds, elevating work platforms, and suspended access equipment
- Related laws and regulations

**Confined Space** - Confined space entry is a hazardous and highly regulated activity. Confined space training is a requirement of the confined space regulations (Regulation 632/05).

All industry sectors with confined spaces need training on the legal requirements and how to safely work within confined spaces. When an incident happens in a confined space, it often results in one or more fatalities. This course provides participants with the information they need to establish an effective confined space program. This helps employers meet their legal duties and prevent costly incidents.

**Hand to Hand Combat/Use of Force** – This course is designed to give our loss prevention team the skills and training necessary to effectively and safely perform their job utilizing less violent options including:

- Escape techniques
- Defence of self
- Defence of others
- Restraining techniques
- Pressure point techniques



- Situational awareness
- De-escalation techniques
- Use of Handcuff

**Ontario Private Security and Investigative Services Licenses** – Norpro is an accredited instructor and offers licensing in private security and investigative services. Basics include an introduction to the security industry, The Private Security and Investigative Services Act, Report Writing, The Canadian Legal System and more. All our classes are taught by certified instructors and follow the training syllabus as set out by the Ontario Ministry of Community Safety & Correctional Services.

### **Investigations**

Norpro offers discrete, professional, conclusive services. Our Private Investigators are fully licensed, screened, bonded and well-trained. Norpro Company's Investigation Division is a licensed Agency in the Province of Ontario by the Ministry of Community Safety and Correctional Services.

**AMENDMENT NO. 222  
TO THE  
SAULT STE. MARIE OFFICIAL PLAN**

**PURPOSE**

This Amendment is an amendment to the Text of the Official Plan as it relates to the Residential policies and Commercial Policy C.4.

**LOCATION**

KORAH PT SEC 36RP 1R2143 Parts 1 and 2, located east of the end of Ruth Street, Civic No. 84 Ruth Street.

**BASIS**

This Amendment is necessary to permit the existing building (632m<sup>2</sup> GFA) to be utilized for the offices of a private security company and a private training facility.

The proposal does not conform to Residential Policies and Commercial Policy 4 as set out in the Official Plan.

Council now considers it desirable to amend the Official Plan.

**DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO**

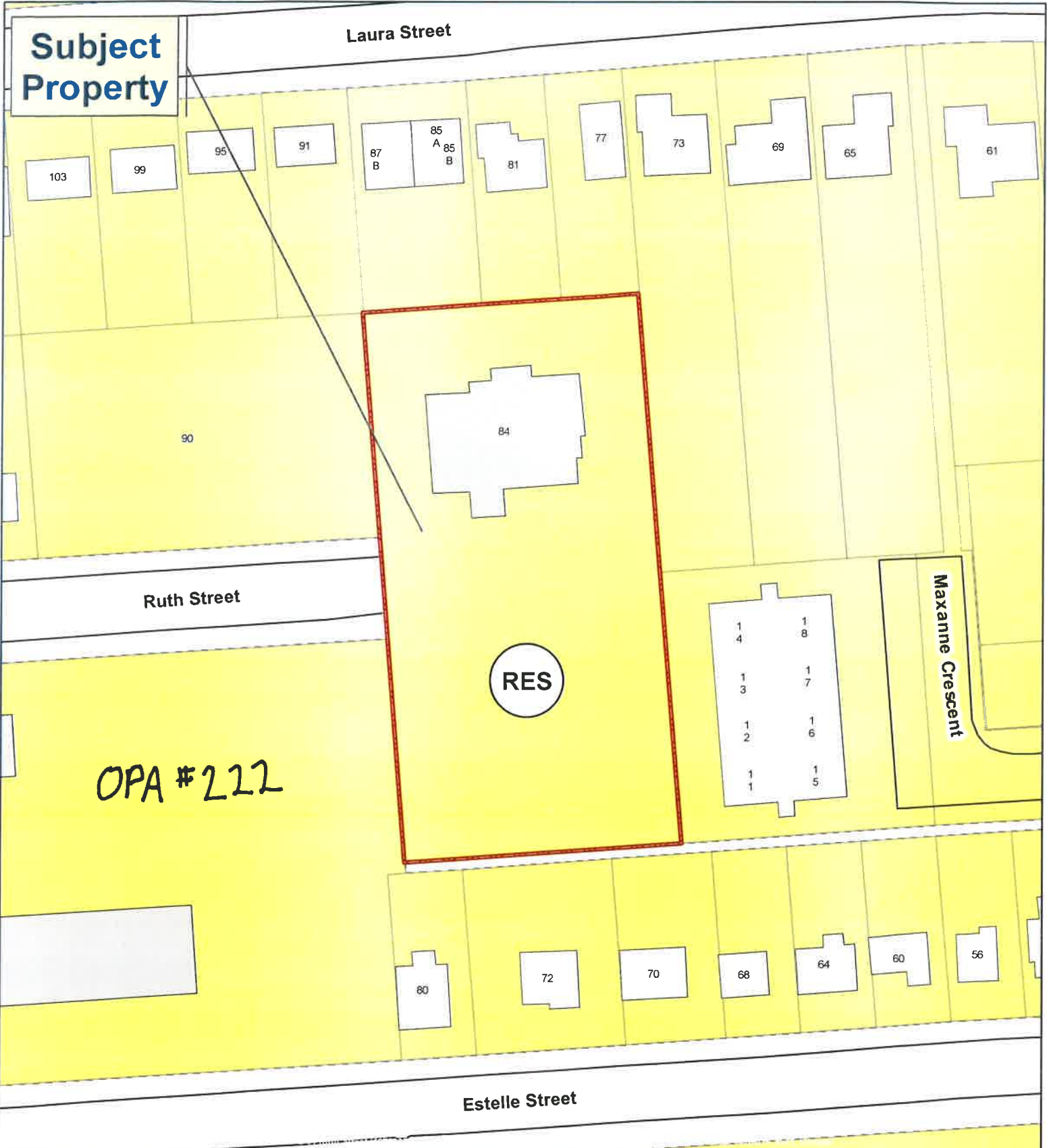
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

“Special Exceptions”

148. Notwithstanding the Residential policies and Commercial Policy 4 of the Official Plan, lands described as KORAH PT SEC 36RP 1R2143 Parts 1 and 2, located east of the end of Ruth Street, Civic No. 84 Ruth Street. may be utilized for the offices of a private security company and a private training facility.

**INTERPRETATION**

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



**Application Map Series**  
 Subject Property  Official Plan Landuse  
 Existing Zoning  Aerial Image  
 Official Plan Amendment

**Property Information**  
 Civic Address: 84 Ruth Street  
 Roll No.: 050004094010000  
 Map No.: 56/1-72  
 Application No.: A-4-19-Z  
 Date Created: February 14, 2019

- Legend**
- Residential
  - Commercial
  - Institutional
  - Parks Recreation
  - Industrial
  - Rural Area
  - Airport Lands
  - Parcel Fabric
  - Subject Property

**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

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 1:1000



2019 02 28

**MEMO TO:** Don McConnell, RPP  
Planning Director

**RE:** A-4-19-Z  
84 Ruth Street  
1972667 Ontario Inc. (c/o Carlo Gervasi and Brandon Stubbs).

The Engineering Division has reviewed the above noted application and has no concerns. Any servicing or related issues will be addressed through the Site Plan Agreement process.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read 'M. McAuley'.

M. McAuley, P. Eng.  
Municipal Services Engineer  
Public Works & Engineering Services  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)

MM  
cc. Susan Hamilton Beach, Public Works  
Don Elliott, Engineering

# ZONING APPLICATION A-4-19-Z

## BUILDING DIVISION COMMENTS

**SUBJECT: REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW**

**ADDRESS: 84 RUTH STREET**

**Date: 2019-02-21**

**To: PLANNING DEPARTMENT: Don McConnell**

**From: BUILDING DIVISION: Gary Schryer**

### BUILDING DIVISION COMMENT:

#### Data

- Existing Zone = I - Institutional Zone
- Proposed Zone
  - Northern 48 meters = I - Institutional Zone with special exception to permit the offices of a private security company including private training facility and to reduce the required frontage to 0 meters.
  - Southern 60.5 meters = R3 - Low Density Residential Zone with special exception to reduce the required frontage to 0 meters.
- Site is not regulated by the Sault Ste. Marie Region Conservation Authority.
- The southern portion of the property (proposed R3 zone) has been identified as having archaeological potential.
- The subject property is regulated by development control.

#### Development Coverage

- Lot Area (Overall) 0.58 Ha (5,837 square meters)
  - I - Institutional Zone 0.25 Ha (2,502 square meters)
  - R3 - Low Density Residential 0.33 Ha (3,335 square meters)
- Building Area
  - Existing brick building 674 square meters (approximate)
  - Multiple Attached Units 1-3 368 square meters
  - Multiple Attached Units 4-6 368 square meters
- Lot Coverage (Overall) 24%
  - I - Institutional Zone 27%
  - R3 - Low Density Residential 22%

#### Buffer Requirements

- The site plan provided for comments indicates a new fence that will separate the I zone from the proposed R3 zone, this fence should be 100% visually solid with a height of 1.8 meters.
- The existing fence and hedge that separates the existing institutional zone from the adjacent residential zones should be reviewed to ensure they are adequate to provide a buffer in accordance with Section 4.9 of By-Law 2005-150.



### **Parking**

- The proposed commercial office use would require 4.5 spaces per 100m<sup>2</sup> for a total of 30 spaces. The site plan indicates 30 spaces, no additional parking required.
- The multiple attached dwellings will require 1 space per dwelling unit for a total of 6 spaces.
- The site plan indicates aisle widths of 5.96 meters and 6.685 meters whereas By-Law 2005-150 requires a minimum aisle width of 6.71 meters.

### **Barrier Free Parking**

- A total of 2 barrier free parking spaces are required based on 30 required parking spaces and the proposed site plan shows the minimum required barrier free parking.

### **Comment**

- The last known use of this property was as a daycare which would be classified as an *Institutional Use* under O.Reg 153/04. A Record of Site Condition will not be required prior to the issuance of permits for the new residential use at the southern end of the property as it meets the exceptions found in Part IV of O. Reg. 153/04: Records of Site Condition.
- No objection to issuance of a building permit.

# Subject Property



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-4-19-Z 84 Ruth Street (197267 Ontario Inc c/o Gervasi & Shubert)\08 Map\A-4-19-Z\_AerialMap\_Feb2019\_ax11\_V1.mxd

- Application Map Series**
- Subject Property
  - Official Plan Landuse
  - Existing Zoning
  - Aerial Image
  - Official Plan Amendment

**Property Information**

Civic Address: 84 Ruth Street  
 Roll No.: 050004094010000  
 Map No.: 56/1-72  
 Application No.: A-4-19-Z  
 Date Created: February 14, 2019

**Legal Department Reference**

**Legend**

- Subject Property: 84 Ruth Street
- Parcel Fabric

Page 498 of 663



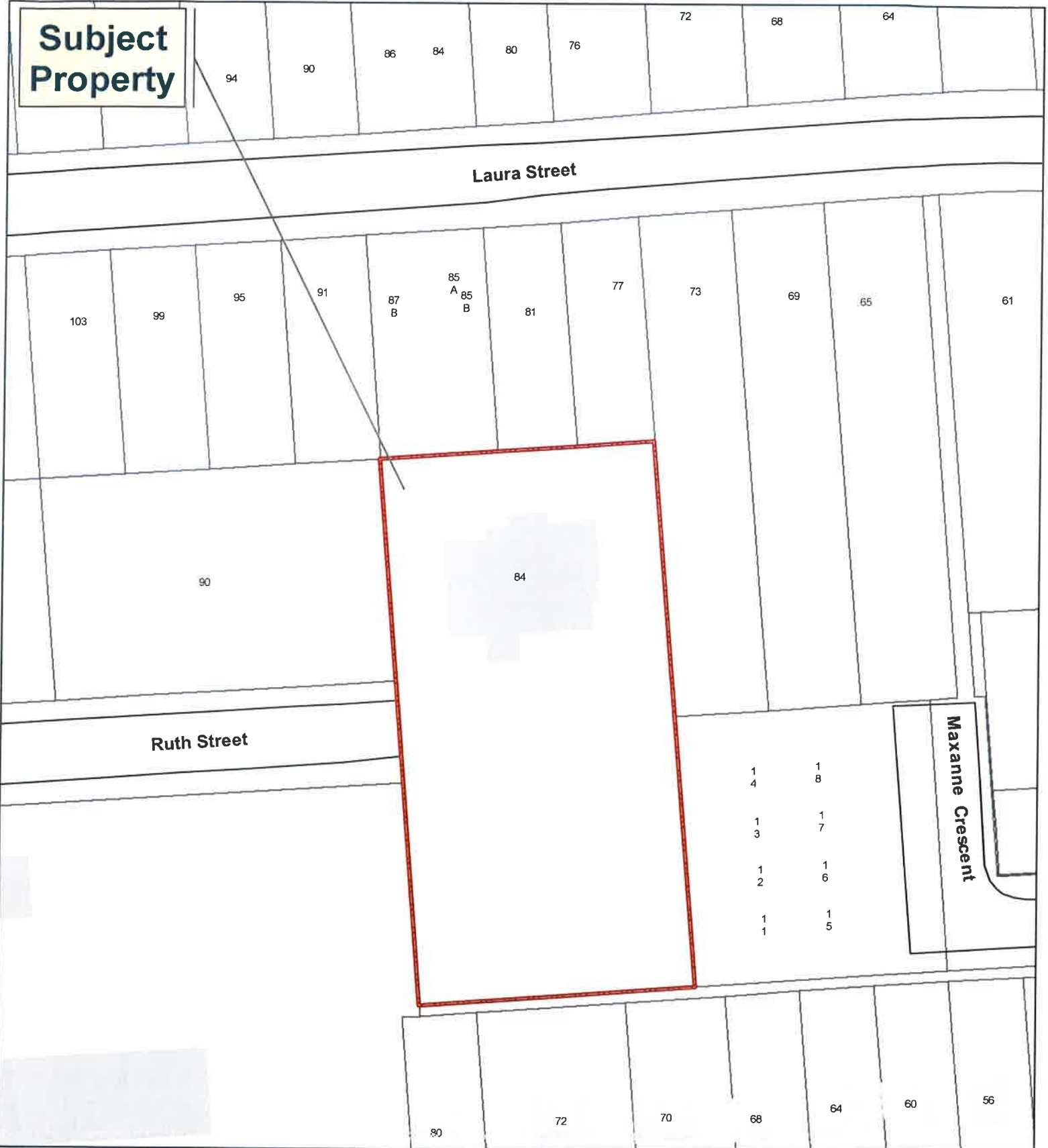
**City of Sault Ste. Marie**

**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: 2016 20cm Colour  
 Projection Details  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983




**Subject Property**





- Application Map Series**
- Subject Property
  - Official Plan Landuse
  - Existing Zoning
  - Aerial Image
  - Official Plan Amendment

**Property Information**

Civic Address: 84 Ruth Street  
 Roll No.: 050004094010000  
 Map No.: 56/1-72  
 Application No.: A-4-19-Z  
 Date Created: February 14, 2019

**Legend**

-  Subject Property: 84 Ruth Street
-  Parcel Fabric

Page 499 of 663



**City of Sault Ste. Marie**

**Planning and Enterprise Services**  
 Community Development and Enterprise Services Department  
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 Orthophoto: None  
 Projection Details  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983

0 4.75 9.5 19 Meters  
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**Subject Property**

Laura Street



Ruth Street

Maxanne Crescent

Estelle Street

**Application Map Series**

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

**Property Information**

Civic Address: 84 Ruth Street  
 Roll No.: 050004094010000  
 Map No.: 56/1-72  
 Application No.: A-4-19-Z  
 Date Created: February 14, 2019

**Legend**

|   |                                      |
|---|--------------------------------------|
| C1 Transitional Commercial Zone           | R9 - Low Density Residential Zone    |
| C2 Central Commercial Zone                | R4 - Medium Density Residential Zone |
| C3 Commercial Transitional Zone           | R5 - High Density Residential Zone   |
| C4 Riverfront Zone (C4R)                  | R6 - Multiple Home Residential Zone  |
| C5 General Commercial Zone (C5G)          | Industrial Zone                      |
| C6 Shopping Centre Zone (C6S)             | Environmental Management Zone        |
| H1 Highway Zone                           | Parks and Recreation Zone            |
| M1 Light Industrial Zone                  | Rural Area Zone                      |
| M2 Medium Industrial Zone (M2M)           | Rural Preservation/Outlands Zone     |
| M3 Heavy Industrial Zone                  | Rural Agriculture Extension Zone     |
| R1 Estate Residential Zone                | Airport Zone                         |
| R2 Single Detached Residential Zone (R2S) | Airport Zone - Commercial Dock       |



**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

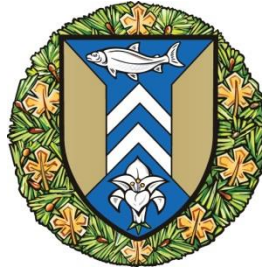
NAD 1983 UTM Zone 16N

GCS North American 1983



Larry Girardi  
Deputy CAO

Susan Hamilton Beach, P. Eng.  
Director of Public Works



## Public Works & Engineering Services

March 8, 2019

Don McConnell, RPP  
Director of Planning & Enterprise Services

**Subject: Application No. A-4-19-Z  
Request for an amendment to the Zoning By-law**

**Applicant: 1972667 Ontario Inc. (c/o Carlo Gervasi and Brandon Stubbs))**

**Subject Property: 84 Ruth Street**

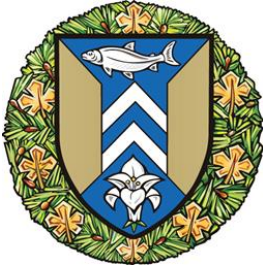
Public Works supports this development and provides the following comments:

- A snow plow and waste management truck turnaround is required for service; and
- A man hole should be installed at the property line.

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](mailto:s.hamiltonbeach@cityssm.on.ca)

C: M. McAuley, Municipal Services Engineer



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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Peter Tonazzo, RPP, Senior Planner**

**DEPARTMENT: Community Development and Enterprise Services**

**RE: A-5-19-Z - 267 Cathcart Street (David Ellis Architects Inc.)**

---

**PURPOSE**

The Applicant is seeking Council's approval to rezone the subject property in order to locate general office space within the main floor of the former Blessed Sacrament Church.

**Proposed Change**

The Applicant, David Ellis Architects Inc., is seeking Council's approval to rezone the subject property from Low Density Residential Zone (R3.S365) with a special exception to Low Density Residential Zone (R3.S365 Amended) with an amended special exception 365 to permit general office uses upon the main floor of the existing building.

**Subject Property**

- Location: The through lot has frontage upon both Cathcart and Alexandra Streets, approximately 60m (197') west of their intersections with John Street.
- Size: 53m (175') frontage along Cathcart and Alexandra Streets by 32m (105') depth totalling 1696m<sup>2</sup> (0.41acres)
- Present Use: Vacant – Former Blessed Sacrament Church
- Owner: 1188061 Ontario Ltd.

**BACKGROUND**

In 2016 council approved an application to permit up to 16 dwelling units within the existing building or to permit a 10-unit business incubator within the existing building. Council's approval was appealed. The OMB heard the case and issued a decision on February 2018, upholding Council's decision.

## **ANALYSIS**

### **Conformity with the Official Plan (OP)**

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan, with the following OP special exception:

*OPA 217 – Text Amendment 145 – ‘Notwithstanding the Residential Policies of the Official plan, lands described as PLAN 12983 LOTS 77 to 81 and PT LOT 82 RP 13095 PART 2, located on the south side of Cathcart Street, approximately 60m (197’) west of its intersection with John Street, Civic No. 267 Cathcart Street, may be utilized to permit commercial uses upon the ground floor within the existing building.’*

The applicant is proposing to locate 617m<sup>2</sup> (6641ft<sup>2</sup>) of general office space within the main floor of the existing building. More specifically, the offices of an architecture firm and a marketing firm.

Given the general nature of the OPA 217, which does not identify specific commercial uses, an Official Plan Amendment is not required.

### **Conformity with the Provincial Policy Statement (PPS)**

The PPS does not specifically speak to the existing adaptive reuse of existing buildings, however in general terms, Section 1.1 of the PPS speaks to promoting cost effective development patterns that minimize land consumption and servicing costs, promoting efficient development patterns and supporting intensification and redevelopment opportunities.

### **Conformity with the Growth Plan for Northern Ontario**

The applicant's proposal does not conflict with any policies within the Growth Plan for Northern Ontario.

### **Comments**

The applicant is seeking Council's approval to amend the current special exception zoning upon the subject property to locate 617m<sup>2</sup> (6641ft<sup>2</sup>) of general office space within the main floor of the existing building. The proposal is to create two office suites on the main floor of the existing building, consisting of 186m<sup>2</sup> (2002ft<sup>2</sup>) for an architecture firm and 431m<sup>2</sup> (4639ft<sup>2</sup>), for a marketing firm. The basement will be utilized for storage in association with 2 office suites.

The current Special Exception Zoning (By-law 2016-77) upon the subject property is as follows:

*Despite the provisions of By-law 2005-150, the zone designation on the...subject property...is Low Density Residential Zone (R3.S) with a special exception to permit, in addition to those uses permitted in an R3 zone:*

1. *Not more than 16 dwelling units to locate within the existing building.*
2. *The ground floor of the existing building to be utilized for commercial purposes as part of a 'Social Innovation Hub' which for the purposes of this By-law is defined as:*
  - a. *A business incubator to support a number of small start-up businesses in a collaborative environment with on-site support services.*
3. *That there is no outdoor storage associated with the ground floor commercial uses.*
4. *That where commercial uses occupy the ground floor, the required parking be reduced from 37 spaces to 21 spaces.*

Referring to the site plan attached, no changes are proposed to the exterior of the building or site. A total of 21 parking spaces exist. Although the required parking for 617m<sup>2</sup> (6641ft<sup>2</sup>) of office space is 37, the existing 21 spaces are consistent with previous approvals. At that time, it was staff's opinion that the previously proposed 10-unit 'business incubator' would generate minimal traffic. It remains staff's opinion that an architecture and marketing firm will generate minimal 'walk-ins' and therefore the reduced parking to 21 spaces remains appropriate. It is however recommended that approvals be specific to permitting the offices of an architecture and marketing firm only, rather than general office uses. Certain office uses such as banks or doctor's offices have the potential to generate significant traffic and parking requirements, whereas creative offices such as architects and marketing firms tend to have very little 'walk-in' traffic.

Although not shown on the site plan, 3 of the required parking spaces must be of a barrier free design. Given the current parking configuration and the proposed parking reduction, it is recommended that approvals also reduce the total number of required barrier free parking to 2 spaces, which can be accommodated within the current parking configuration without impacting the total number of parking spaces.

The main argument of the previous OMB appeal was that of insufficient parking. As previously mentioned, the current parking arrangement is sufficient for the proposed architecture and marketing office uses. Additional parking could be accommodated along the Alexandra and Cathcart Street frontages which are presently landscaped areas, however this would significantly impact the existing aesthetics of the site.

The current zoning was crafted in a manner that permits a combination of office uses and/or up to 16 dwelling units. In the event a mixed use development proceeds, it is recommended that approvals include an amendment to #4 of the existing special exception to establish a specific parking ratio for the proposed offices uses. This will allow for easier implementation going forward. The existing reduced commercial parking ratio for the site is 3.4 spaces/100m<sup>2</sup>. For example, 186m<sup>2</sup> (2002ft<sup>2</sup>) of office occupancy would require 6 parking spaces



(@3.4/100m<sup>2</sup>) and 8 dwelling units would require 10 parking spaces (@1.25/dwelling unit) for a total of 16 spaces.

Maintaining the existing aesthetic of the site, which contributes to the overall character of the area is important. The existing building setbacks, parking layout and buffering is legal non-conforming. More specifically:

|  | <b>Required (Utilizing General Commercial Zone Setbacks)</b>                         | <b>Existing</b>  |
|--|--|--|
| Building Setback from Cathcart Street (north)  | 6m   | 3.8m   |
| Building Setback from Alexandra Street (South) | 6m   | 3.8m   |
| Building Setback from East Side Lot Line       | 3m   | 0m   |
| Buffering Requirement                          | A 1.8m (6') visually solid fence is required along the east and west side lot lines. | No existing fencing or visually solid buffering                            |
| Required Parking Location                      | Cannot be located in a required front yard.  | Located within the required yards abutting Cathcart and Alexandra Streets. |

It is appropriate to 'legalize' the existing site configuration by recognizing the current building setbacks and parking layout, thereby maintaining the current character of the area.

In terms of the buffering requirements, the proposed office uses are commercial in nature and trigger the need for visually solid screening along the west and east side lot lines, which abut residentially zoned properties.

The building footprint exists right along the east lot line, and there are no exterior alterations or uses (such as storage, access or parking) planned along the east lot line. The existing building acts as an appropriate buffer. Up to the drafting of this report, staff has been unable to contact the abutting property owner to the east.

The existing parking lot is located along the west lot line, adjacent to the residentially zoned property at 271 Cathcart Street. In this case, the residence at 271 Cathcart is located in close proximity to the common lot line and there are no uses, beyond landscaping that exist between the abutting property and the existing parking area. It is therefore appropriate to waive this buffering requirement. The owner of 271 Cathcart Street has provided correspondence

supporting waiving the buffering requirement, which is available for review in the Planning Application File.

It is also worth noting the landscaped areas east and west of the subject properties are immaculately maintained.

The current prohibition (as outlined in Special Exception 365) of any outdoor storage is appropriate and should remain as a condition, given the abutting residential uses and the importance of maintaining the current aesthetics of the area.

It is also worth noting that the existing special exception zoning on the property also permits the existing building to be converted to a 16-unit apartment building. It is appropriate to maintain this previous approval.

### **Consultation**

The following Departments/Agencies commented on this Application as part of the consultation process:

No comments/objections: Legal, Economic Development Corporation, Public Works and Transportation, Building, Municipal Heritage Committee, Community Development & Enterprise Services, Accessibility Advisory Committee, Ministry of Municipal Affairs & Housing

- See attached comments from Engineering, PUC, and Sault Ste. Marie Region Conservation Authority

Correspondence from Engineering states that the sanitary service must be verified to ensure that it can accommodate the intended use prior to a building permit being issued.

Correspondence from PUC states that while they have no concerns with the application, they encourage the developer to contact PUC's Engineering Department early in the development planning stages regarding any electrical or water servicing requirements and available hydrant flows to support any changes to fire protection requirements.

Correspondence from the Sault Ste. Marie Region Conservation states that any development on the subject property will require a site plan review and may require a permit by SSMRCA under Ont. Reg. 176/06.

Up to the date of the drafting of this Report, one letter of support (attached) has been received from Carol Martin, who owns and resides at 277 Cathcart Street.

### **FINANCIAL IMPLICATIONS**

Approval of this Application does not impact municipal finances.

## **STRATEGIC PLAN / POLICY IMPACT**

Approval of this Application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

## **SUMMARY**

The recommended condition to only permit an architect and marketing office, rather than general office uses, is intended to minimize off-site impacts such as traffic. These 'creative' offices tend to generate very little 'walk in' traffic and it is staff's opinion that enough on-site parking exists to accommodate the use. While it is noted that parking is permitted on both Alexandra and Cathcart Streets, it is likely that these spaces will not be required, apart from infrequent special occasions.

Other recommended conditions of approval are aimed at maintaining the current aesthetics of the site. The recommended office uses are relatively innocuous nature. Furthermore, the current layout of the subject property and abutting residences is such that a fence would provide little benefit, while at the same time introducing an element that would negatively impact the overall aesthetics of the site and area.

In closing, this application represents a suitable adaptive reuse of the former Blessed Sacrament Church, an aesthetically pleasing building and site, which contributes to the overall character of this long standing, well established neighbourhood.

## **RECOMMENDATION**

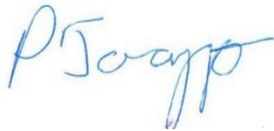
It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2019 03 18 concerning the Rezoning Application A-5-19-Z be received and that Council approve the application and rezone the subject property from Low Density Residential Zone (R3.S365) to Low Density Residential Zone (R3.S365 Amended) with an amended Special Exception 365 in the following manner:

1. To repeal #2 and replace with:
  - a. To permit the existing building to be utilized for the offices of an architect and marketing firm only, in addition to the uses currently permitted by the current R3 zoning and special exception 365.
2. To repeal #4 and replace with:
  - a. That the required parking for the permitted offices uses be calculated at 3.4 spaces per 100m<sup>2</sup> Gross Floor Area.
3. To add the following new clauses to Special Exception 365:
  - a. That existing building setbacks be recognized, more specifically:
    - i. The required building setback from Cathcart Street be reduced to 3.5m.

- ii. The required building setback from Alexandra Street be reduced to 3.5m.
- iii. The required building setback from the east lot line be reduced to 0m
- b. That the existing parking lot layout be recognized, more specifically:
  - i. That required parking be permitted in required yards.
- c. That the buffering requirements outlined in Section 4.9 of Zoning By-law 2005-150 be waived.

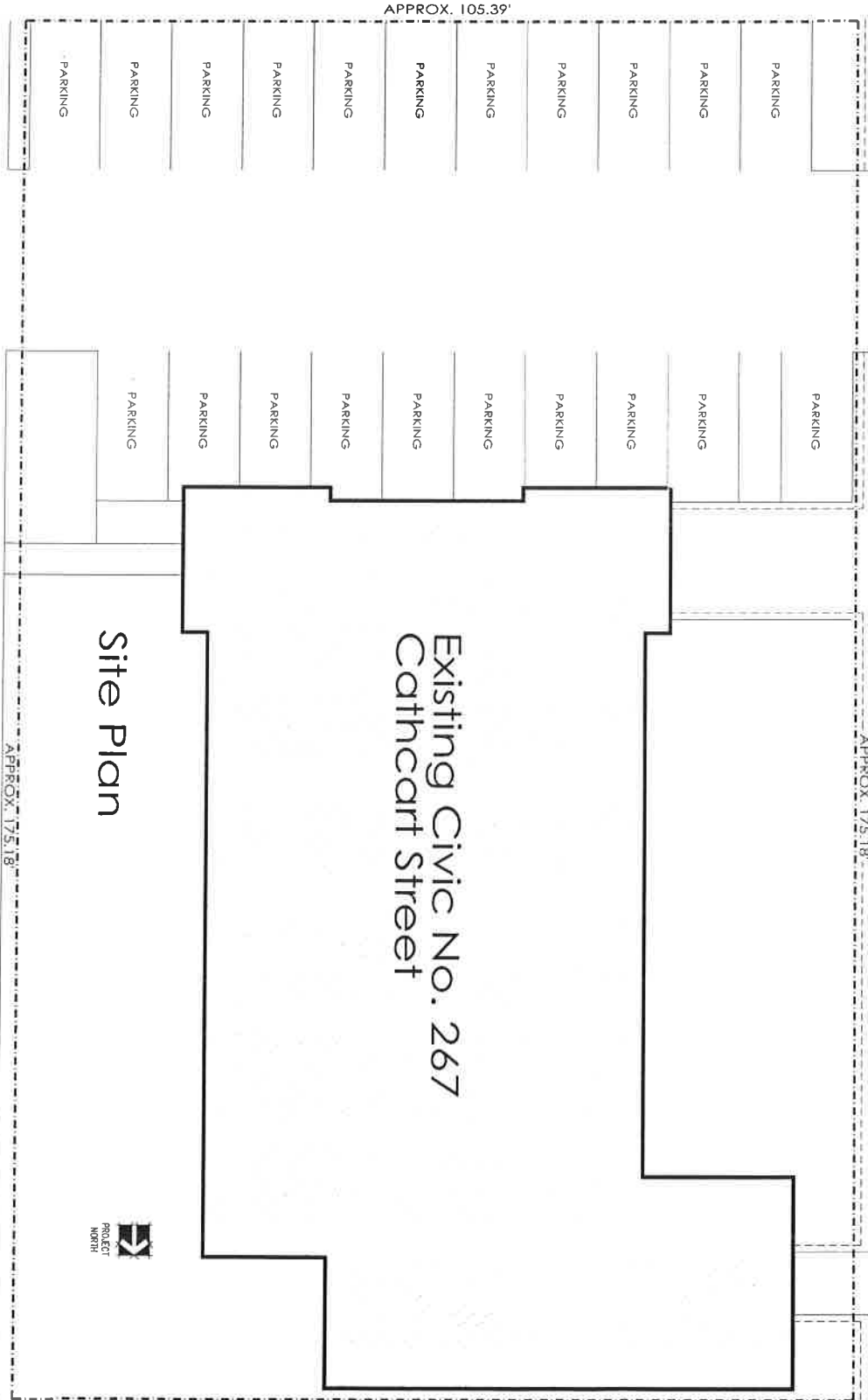
Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'P. Tonazzo'.

Peter Tonazzo, RPP  
Senior Planner  
705.759.2780  
[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)

Cathcart St.

Alexandria St.



APPROX. 105.39'

APPROX. 175.18'

APPROX. 105.39'

Site Plan

Existing Civic No. 267  
Cathcart Street



|   |                                     |                                |  |   |
|---|-------------------------------------|--------------------------------|--|---|
| <p>Q-1.0</p>  | <p>drawing<br/><b>SITE PLAN</b></p> | <p>scale<br/>1/8" = 1'-0"</p>  | <p>revision<br/>1<br/>29 AUGUST 2016</p> | <p>project<br/>Re-purposing<br/>Sacred Sacrament Church</p> |
|   | <p>project number<br/>1511</p>      | <p>designed by<br/>d ellis</p> | <p>checked by<br/>d ellis</p>            | <p>drawn by<br/>d ellis</p>                                 |
| <p><b>david ELLIS architect inc.</b><br/>477 green street east suite 210 saint mary lake id 83851 ph: 708 252 4335 fax: 252 4352 email: info@ellisarchitect.com</p> |                                     |                                |  |   |



2019 02 28

**MEMO TO:** Don McConnell, RPP  
Planning Director

**RE:** A-5-19-Z  
267 Cathcart Street  
David Ellis Architecture Inc.

The Engineering Division has reviewed the above noted application and provides the following:

- The sanitary service must be verified to ensure that it can accommodate the intended use prior to a building permit being issued.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read 'M. McAuley'.

M. McAuley, P. Eng.  
Municipal Services Engineer  
Public Works & Engineering Services  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)

MM  
cc. Susan Hamilton Beach, Public Works  
Don Elliott, Engineering



PUC SERVICES INC.  
ENGINEERING DEPARTMENT  
500 SECOND LINE EAST, P.O. Box 9000  
SAULT STE. MARIE, ONTARIO, P6A 6P2

February 28, 2019

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

emailed: Stephanie Perri [s.perri@cityssm.on.ca](mailto:s.perri@cityssm.on.ca)

Dear Sir:

**Re:** A-5-19-Z 267 Cathcart Street

We have no concerns or comments with respect to the above referenced rezoning application.

We do however, take the opportunity to encourage the developer to contact our Engineering Department early in the development planning stages regarding any electrical or water servicing requirements and available hydrant flows to support any changes to fire protection requirements.

Best Regards,

PUC SERVICES INC.

A handwritten signature in black ink, appearing to be 'R. Harten', written over a light grey horizontal line.

Rob Harten, P. Eng.  
Manager of Engineering

## Stephanie Perri

---

**From:** Marlene McKinnon <mmckinnon@ssmrca.ca>  
**Sent:** Friday, March 1, 2019 1:01 PM  
**To:** Stephanie Perri  
**Subject:** SSMRCA Response - A-5-19-Z - 267 Cathcart Street

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

March 1, 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-5-19-Z**  
**David Ellis Architecture Inc.**  
**267 Cathcart Street**  
**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. The extent of the regulated area on this property is in the southeast corner.

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

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](mailto:mmckinnon@ssmrca.ca)  
[www.ssmrca.ca](http://www.ssmrca.ca)  
Phone 705-946-8530  
Fax 705-946-8533

Member of Canadian Institute of Geomatics



## Peter Tonazzo

---

**From:** Carol Martin [REDACTED]  
**Sent:** Tuesday, March 5, 2019 3:22 PM  
**To:** Peter Tonazzo  
**Subject:** Re-zoning application for the former Blessed Sacrament Church on Cathcart Street

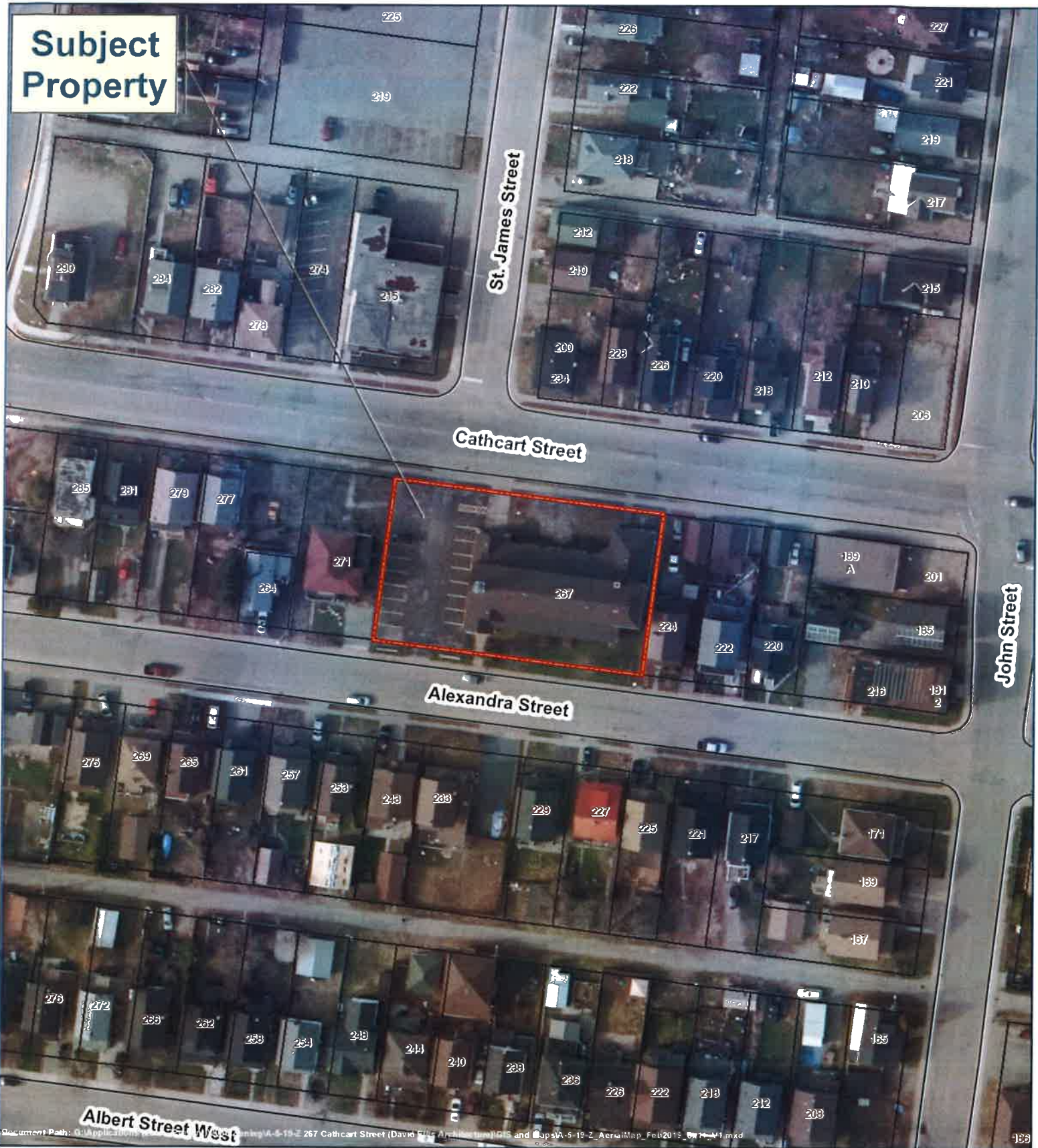
Hello Peter

I just wanted to send you a quick note in support of the application David Ellis has submitted to rezone the old church to allow offices on the main floor. I am located at 277 Cathcart St, Sault Ste. Marie, ON P6A 1E5, and am very happy Mr. Ellis is taking the initiative to do something with this lovely building. His work is of the utmost quality and I'm very excited he will be locating his offices to my neighbourhood. I have no concerns for parking as there is ample at the church and on the streets.

If it would assist Mr. Ellis in his application to rezone, I would be happy to affirm my support for the application in person at a meeting.

Carol Martin

**Subject Property**



Document Path: G:\Applications\2019\2019-02-14\AerialMap\A-5-19-Z 267 Cathcart Street (David Hill, Architecture) GIS and Maps\A-5-19-Z\_AerialMap\_Feb2019\_071111.mxd

**Application Map Series**  
 Subject Property  Official Plan Landuse  
 Existing Zoning  Aerial Image  
 Official Plan Amendment

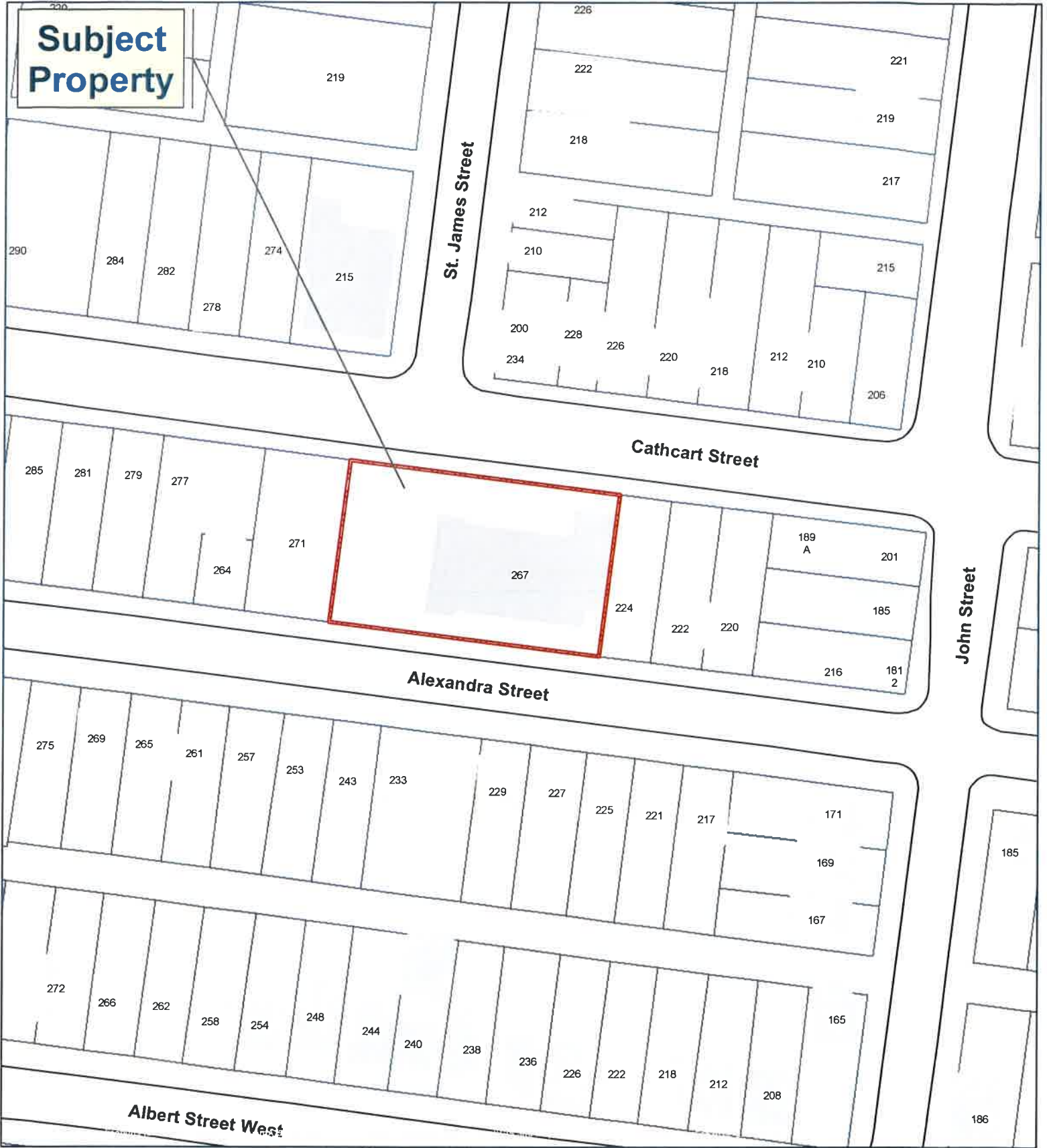
**Property Information**  
 Civic Address: 267 Cathcart Street  
 Roll No.: 040026039000000  
 Map No.: 16/1-27  
 Application No.: A-5-19-Z  
 Date Created: February 14, 2019

**Legal Department Reference**

**Legend**  
 Subject Property: 267 Cathcart Street  
 Parcel Fabric  
 Page 514 of 663

**City of Sault Ste. Marie**  
**Planning and Enterprise Services**  
 Community Development and Enterprise Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
 saultstearie.ca | 705-759-5368 | planning@cityssm.on.ca  
 This map is for general reference only  
 Orthophoto: 2016 20cm Colour  
 Projection Details  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983

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**Subject Property**

**Application Map Series**  
 Subject Property  Official Plan Landuse  
 Existing Zoning  Aerial Image  
 Official Plan Amendment

**Property Information**  
 Civic Address: 267 Cathcart Street  
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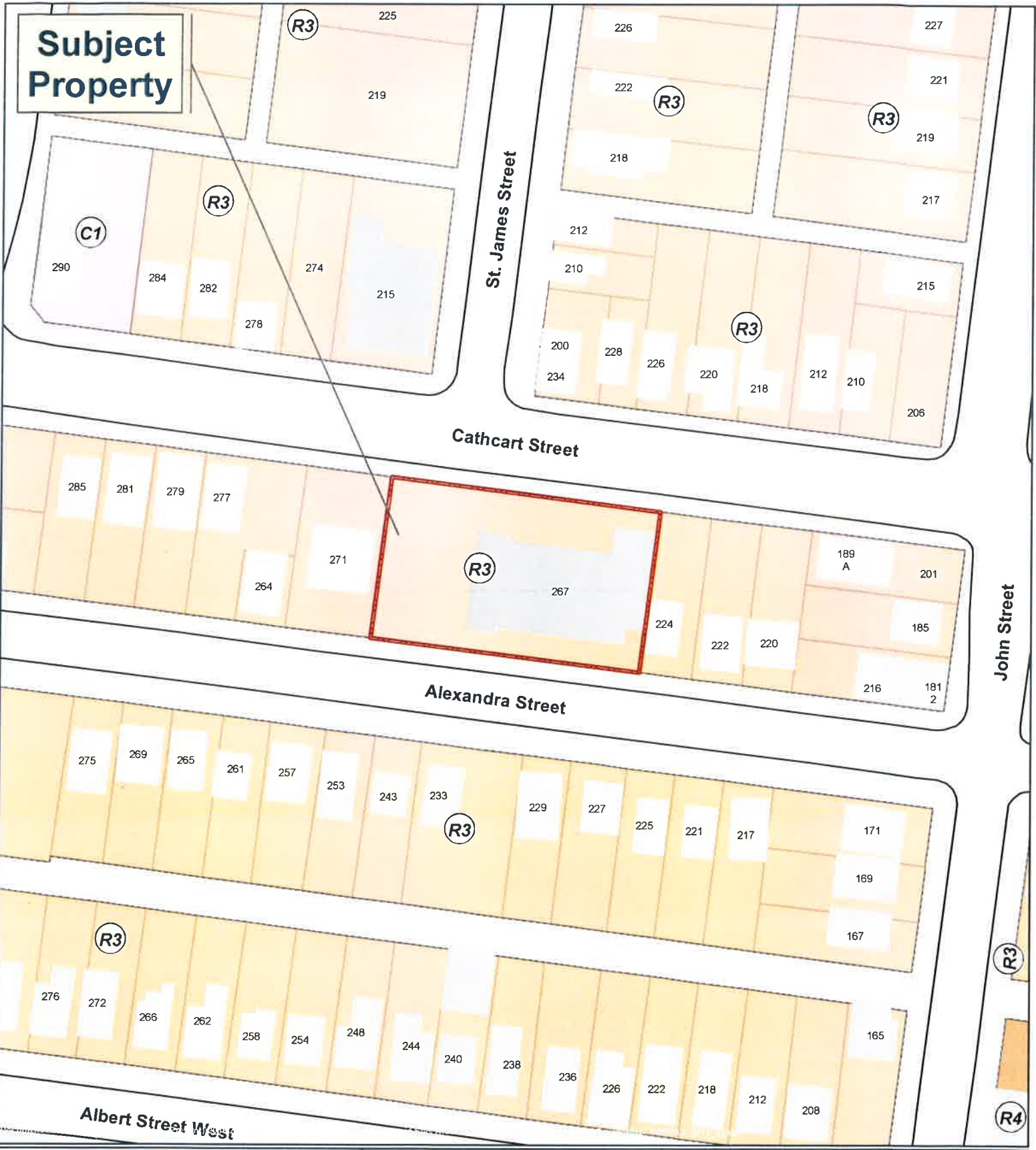
**Legend**  
 Subject Property: 267 Cathcart Street  
 Parcel Fabric  
 Page 515 of 663

 **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

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**Subject Property**

**Application Map Series**

Subject Property  Official Plan Landuse

Existing Zoning  Aerial Image

Official Plan Amendment

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**Property Information**

Civic Address: 267 Cathcart Street  
 Roll No.: 04002603900000  
 Map No.: 16/1-27  
 Application No.: A-5-19-Z  
 Date Created: February 14, 2019

**Legend**

|  |                                  |
|--|----------------------------------|
| Fractional Commercial Zone             | Low Density Residential Zone     |
| Central Commercial Zone                | Medium Density Residential Zone  |
| Commercial Transitional Zone           | High Density Residential Zone    |
| Residential Zone, C/RP                 | Mobile Home Residential Zone     |
| General Commercial Zone, C/GP          | Institutional Zone               |
| Shopping Centre Zone                   | Environmental Management Zone    |
| Highway Zone                           | Parks and Recreation Zone        |
| Light Industrial Zone                  | Rural Area Zone                  |
| Medium Industrial Zone, M/HP           | Rural Residential Openlands Zone |
| Heavy Industrial Zone                  | Rural Aggregate Production Zone  |
| Estate Residential Zone                | Airport Zone                     |
| Single Detached Residential Zone, R/HP | Limited Use - Commercial Deck    |

**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

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 GCS North American 1983

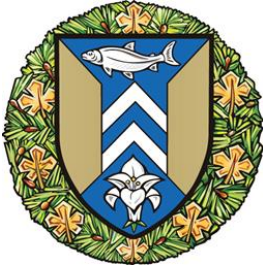
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## Stephanie Perri

---

**From:** Brenda Hackett Steele [REDACTED]  
**Sent:** Sunday, March 10, 2019 10:47 AM  
**To:** Stephanie Perri  
**Subject:** Application # A-5-19-Z

I agree and approve of application # A-5-19-Z  
Brenda Hackett-Steele  
212 St. James street  
Sault Ste. Marie P6A 1P6



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

**C O U N C I L   R E P O R T**

March 18, 2019

**TO: Mayor Christian Provenzano and Members of City Council**

**AUTHOR: Donald B. McConnell MCIP RPP, Director of Planning & Enterprise Services**

**DEPARTMENT: Community Development and Enterprise Services**

**RE: A-6-19-Z Accessible Parking Requirements in Zoning By-law**

---

**PURPOSE**

The purpose of this report is to recommend revised accessible parking requirements in the City's Zoning By-law for new developments.

**BACKGROUND**

The City's current accessible parking requirements were adopted in 2005 as part of the new Zoning By-law. These standards are much higher than the recommended standards in the Accessibility for Ontarians with Disabilities Act (AODA)'s regulations. Many Ontario municipalities have adopted the AODA standards. This report's recommendations would bring the City's requirements closer to the AODA standards.

This report has been prepared in consultation with the City's Accessibility Advisory Committee, and the recommendations have the support of the Committee.

**ANALYSIS**

Three components of accessible parking requirements in Zoning By-law 2005-150 are being recommended for changes. Specific wording for the necessary amendments to the Zoning By-law is attached as Appendix A.

**1. Off-street accessible space design**

Accessible parking spaces in Sault Ste. Marie are currently separated by exceptionally wide access aisles. This contributes to a problem of drivers parking in the access aisles and thereby blocking users of accessible parking spaces from entering and exiting their vehicles.

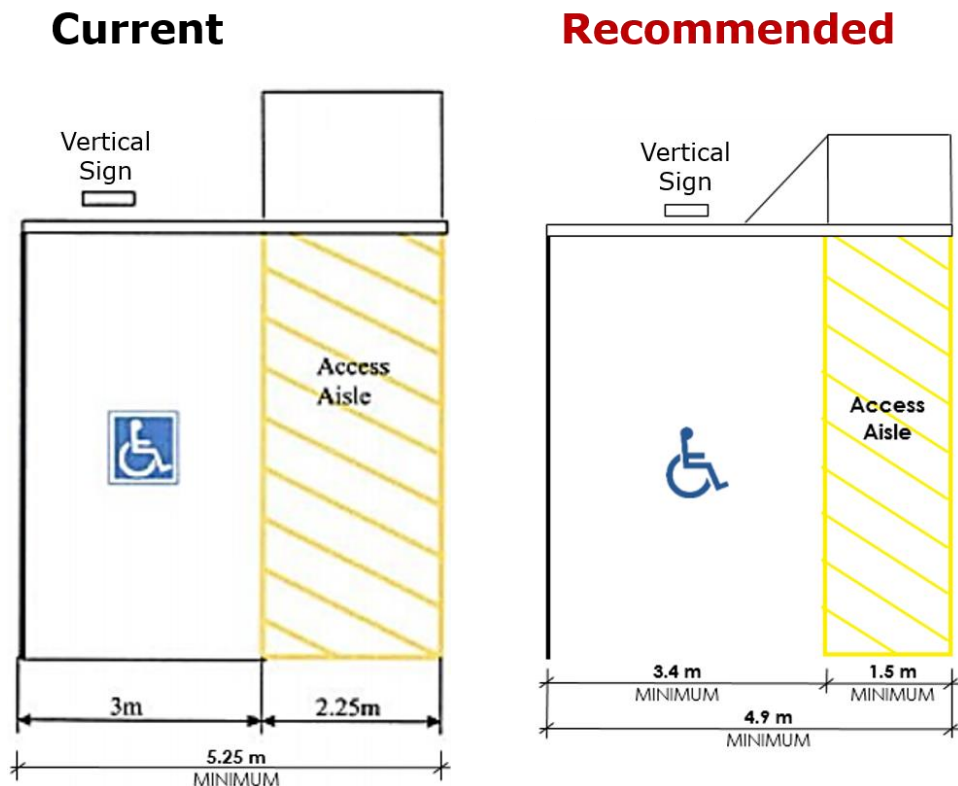
The following table compares the City's current requirements, the AODA standards and the recommended new requirements in terms of parking space size:

|                           | Space (m) | Access aisle (m) | 1 space + access aisle (m) | 2 side-by-side spaces + access aisle (m) |
|---------------------------|-----------|------------------|----------------------------|--|
| <b>Current design</b>     | 3.0       | 2.25             | 5.25                       | 8.25                                     |
| <b>AODA standards</b>     | 3.4       | 1.5              | 4.9                        | 8.3                                      |
| <b>Recommended design</b> | 3.4       | 1.5              | 4.9                        | 8.3                                      |

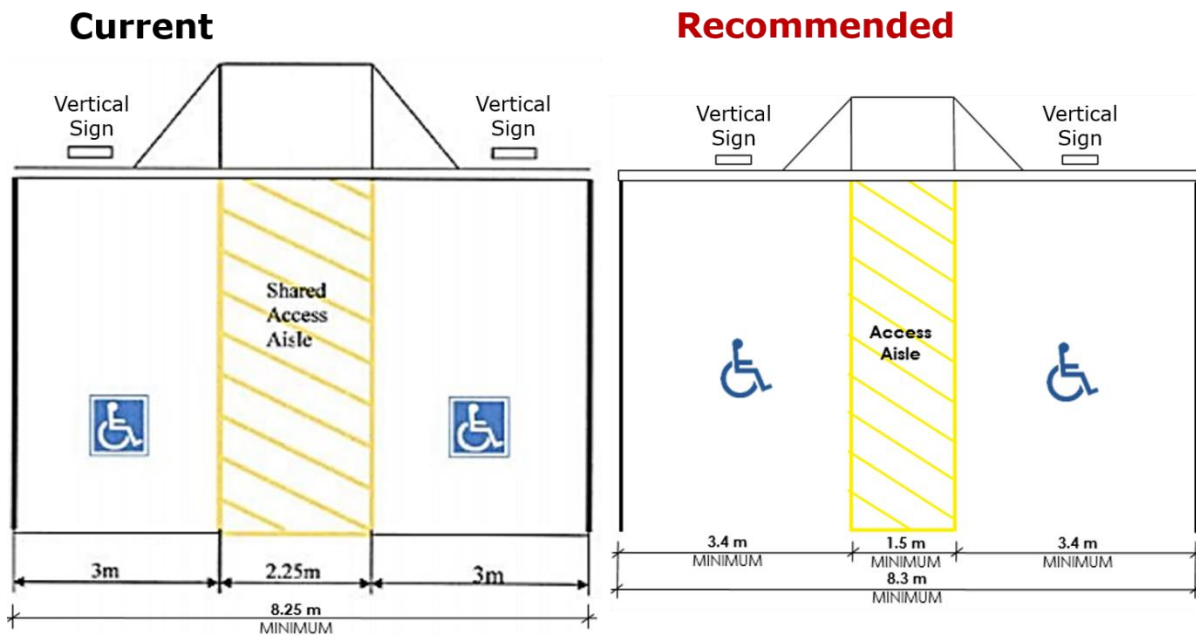
The recommendation is to adopt the AODA standards' parking space and access aisle design, which will accommodate all types of barrier-free users and prevent drivers from parking in access aisles.

The following diagrams illustrate the difference between the current and recommended new requirements:

Single space design:



Two side-by-side design:



## 2. Off-street accessible space numbers – Residential developments

The City's current Zoning By-law requirements for residential developments are based on the number of barrier-free dwelling units that new developments are required to provide, as shown below:

| Number of <i>Required</i> Parking Spaces for Residential Uses | Minimum Number of <i>Required</i> Barrier- Free Parking Spaces |
|---|--|
| 1-5   | 1 space / barrier free unit                                    |
| 6-20  | 1 space / barrier free unit + 1 additional space               |
| 21-50   | 1 space / barrier free unit + 2 additional spaces              |
| Greater than 50   | 1 space / barrier free unit + 3 additional spaces              |

Staff have heard from stakeholders that the City's current requirements are too high, as not every resident of a barrier-free dwelling unit needs an accessible parking space. This problem has become more pronounced due to recent changes to the Ontario Building Code that require more barrier-free dwelling units. Local developers have noted that the City's high accessible parking requirements act as a disincentive to creating additional barrier-free dwelling units above Ontario Building Code requirements.

The AODA standards, which apply to any public parking facility regardless of building use, are based upon the total number of parking spaces in the facility.



The recommendation is to require 6% of the total required parking spaces in any new residential development to be designed as accessible parking spaces. Even with this change, Sault Ste. Marie's requirements will still result in more accessible parking spaces than the requirements of many Ontario municipalities and the AODA standards. A comparison of required accessible parking space numbers across various Ontario municipalities is attached as Appendix B.

In discussions with the Accessibility Advisory Committee, it was noted that Sault Ste. Marie's population has a higher percentage of seniors than many Ontario municipalities. Therefore, the 6% requirement is being recommended.

The following table compares the City's current requirements, the AODA standards and the recommended new requirements in terms of the number of accessible parking spaces for residential developments of different sizes:

|                                    | <b>20-unit building</b><br>25 total spaces |              | <b>40-unit building</b><br>50 total spaces |              | <b>100-unit building</b><br>125 total spaces |                |
|------------------------------------|--|--------------|--|--------------|--|----------------|
| <b>Current required spaces</b>     | 5  | 20% of total | 8  | 16% of total | 18   | 14.4% of total |
| <b>AODA standards</b>              | 1  | 4% of total  | 2  | 4% of total  | 5  | 4% of total    |
| <b>Recommended required spaces</b> | 2  | 6% of total  | 3  | 6% of total  | 8  | 6% of total    |

### 3. Off-street accessible space numbers – Commercial and other developments

The City's current Zoning By-law requirements for commercial and other developments are based on the total number of parking spaces, similar to the AODA standards. The current requirements are shown below:

| <b>Number of Required Parking Spaces For Non-Residential Uses</b> | <b>Minimum Number of Required Barrier-free Parking Spaces</b>   |
|---|---|
| 0 – 5   | 1 however such space need not be marked as a barrier-free parking space   |
| 6 – 10  | 1   |
| 11 – 35   | 2   |
| 36 – 50   | 3   |
| Greater than 50   | <b>3 + 1</b> additional barrier-free space shall be supplied for every additional <b>50</b> required parking spaces, or part thereof. |

The recommendation is for a minor revision to the current requirements that addresses the number of marked or designated accessible spaces for very small developments. The City currently requires a single accessible space for developments with 5 or fewer total parking spaces, but this space does not need to be marked, meaning it could be used by any vehicle. The recommended requirements change this so that only developments with 3 or fewer total spaces would not need to mark their required single accessible space.

The new requirements would only apply to new developments.

### **Conformity with the Provincial Policy Statement, Growth Plan for Northern Ontario and the City's Official Plan**

The recommended amendments to the Zoning By-law do not conflict with the Provincial Policy Statement, Growth Plan for Northern Ontario or the City's Official Plan.

### **Consultation**

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

- No comments/concerns/objections: Municipal Heritage Committee, Economic Development Corporation, Public Works, Community Development and Enterprise Services, Engineering, PUC, Legal, Building, Fire Services, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Ontario Power Generation
- Accessibility Advisory Committee commented that they support this update as presented - see attached comments in Appendix C.

No comments from the public have been received as of the writing of this report.

### **FINANCIAL IMPLICATIONS**

Approval of the recommended changes to accessible parking requirements will have no effect on municipal finances.

### **STRATEGIC PLAN / POLICY IMPACT**

The recommendations outlined in this report are consistent with:

- The Corporate Strategic Plan - specifically in relation to Service Delivery, which includes delivering excellent customer service to citizens and eliminating barriers to business & streamlining processes.
- The City's Accessibility Policy - specifically in relation to the Design of Public Spaces.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2019 03 18 concerning revised accessible parking requirements be accepted and that Zoning By-law 2005-150 be amended according to the changes outlined in Appendix A of this report.

Respectfully submitted,

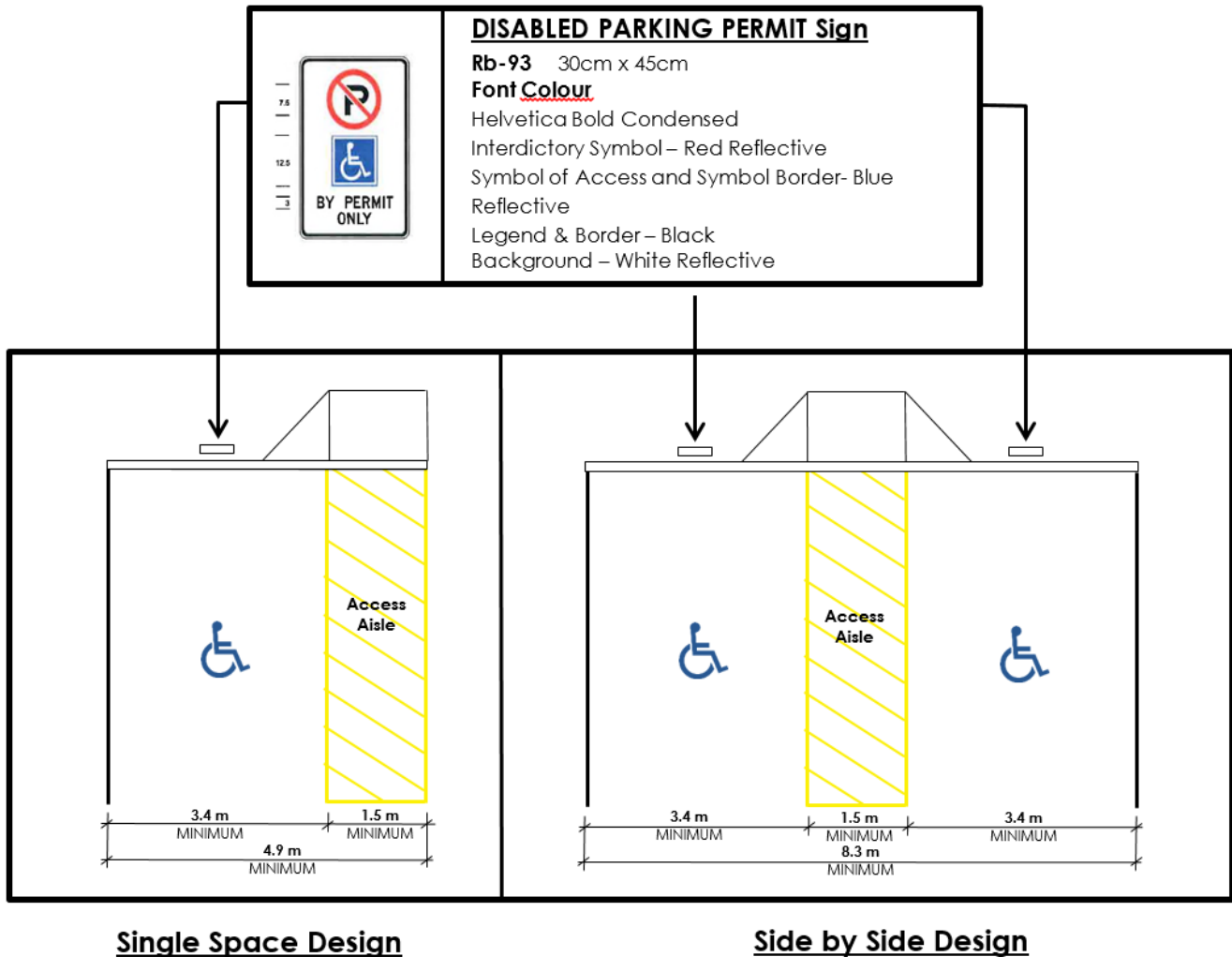
A handwritten signature in black ink that reads "D.B. McConnell". The signature is written in a cursive, slightly slanted style.

Donald B. McConnell MCIP RPP  
Director of Planning & Enterprise Services  
705.759.5375  
[d.mcconnell@cityssm.on.ca](mailto:d.mcconnell@cityssm.on.ca)

## Amendments to Zoning By-law 2005-150

- Under Section 5.5 BARRIER-FREE PARKING SPACE REQUIREMENTS, "Table 13 : Barrier Free Parking Design" is deleted and replaced with the following:

Table 13 : Barrier Free Parking Design.



2. The table in Subsection 5.5.3 *REQUIRED BARRIER-FREE PARKING SPACES FOR RESIDENTIAL USES* is deleted and replaced with the following:

| <b>Number of <i>Required</i> Parking Spaces for Residential Uses</b> | <b>Minimum Number of <i>Required</i> Barrier-Free Parking Spaces</b> |
|--|--|
| Any  | 6% of total <i>required</i> parking spaces                           |

3. The table in Subsection 5.5.2 *REQUIRED BARRIER-FREE PARKING SPACES FOR NON-RESIDENTIAL USES* is deleted and replaced with the following:

| <b>Number of Required Parking Spaces For Non-Residential Uses</b> | <b>Minimum Number of Required Barrier-Free Parking Spaces</b>   |
|---|---|
| 1 – 3   | 1 however such space need not be marked as a barrier-free parking space   |
| 4 – 10  | 1   |
| 11 – 35   | 2   |
| 36 – 50   | 3   |
| Greater than 50   | <b>3 + 1</b> additional barrier-free space shall be supplied for every additional <b>50</b> required parking spaces, or part thereof. |

**Table 1: Comparison of accessible parking spaces for a 40-unit residential apartment building.**

50 total parking spaces are required based on Sault Ste. Marie's Zoning By-law. For ease of comparison, this total number of spaces was applied for all municipalities.

| <b>Municipality</b>                   | <b>Accessible parking spaces required</b> | <b>% of total spaces being accessible spaces</b> |
|---------------------------------------|---|--|
| Burlington                            | 1   | 2.0%   |
| Chatham-Kent                          | 1   | 2.0%   |
| Niagara Falls                         | 1   | 2.0%   |
| Sudbury                               | 1   | 2.0%   |
| Thunder Bay                           | 1   | 2.0%   |
| <b>AODA standards</b>                 | <b>2</b>                                  | <b>4.0%</b>                                      |
| Brantford                             | 2   | 4.0%   |
| Hamilton                              | 2   | 4.0%   |
| Kingston                              | 2   | 4.0%   |
| London                                | 2   | 4.0%   |
| North Bay                             | 2   | 4.0%   |
| Oakville                              | 2   | 4.0%   |
| Oshawa                                | 2   | 4.0%   |
| Sarnia                                | 2   | 4.0%   |
| St. Catharines                        | 2   | 4.0%   |
| Timmins                               | 2   | 4.0%   |
| Toronto                               | 2   | 4.0%   |
| Windsor                               | 2   | 4.0%   |
| <b>Sault Ste. Marie - recommended</b> | <b>3</b>                                  | <b>6.0%</b>                                      |
| <b>Sault Ste. Marie - current</b>     | <b>8</b>                                  | <b>16.0%</b>                                     |

**Table 2: Comparison of accessible parking spaces for a 100-unit residential apartment building.**

125 total parking spaces are required based on Sault Ste. Marie's Zoning By-law. For ease of comparison, this total number of spaces was applied for all municipalities.

| <b>Municipality</b>                   | <b>Accessible parking spaces required</b> | <b>% of total spaces being accessible spaces</b> |
|---------------------------------------|---|--|
| Chatham-Kent                          | 2   | 1.6%   |
| Niagara Falls                         | 2   | 1.6%   |
| Sudbury                               | 3   | 2.4%   |
| Thunder Bay                           | 3   | 2.4%   |
| Burlington                            | 4   | 3.2%   |
| Hamilton                              | 4   | 3.2%   |
| Timmins                               | 4   | 3.2%   |
| <b>AODA standards</b>                 | <b>5</b>                                  | <b>4.0%</b>                                      |
| Brantford                             | 5   | 4.0%   |
| Kingston                              | 5   | 4.0%   |
| London                                | 5   | 4.0%   |
| North Bay                             | 5   | 4.0%   |
| Oakville                              | 5   | 4.0%   |
| Oshawa                                | 5   | 4.0%   |
| Sarnia                                | 5   | 4.0%   |
| St. Catharines                        | 5   | 4.0%   |
| Windsor                               | 5   | 4.0%   |
| Toronto                               | 6   | 4.8%   |
| <b>Sault Ste. Marie - recommended</b> | <b>8</b>                                  | <b>6.0%</b>                                      |
| <b>Sault Ste. Marie - current</b>     | <b>18</b>                                 | <b>14.4%</b>                                     |



Don McConnell  
Director of Planning & Enterprise Services

**SUBJECT: Request for an amendment to the Zoning By-law A-6-19-Z**

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

**Exterior**

1. Parking:
2. Walkways & Sidewalks:
3. Curb Cuts:
4. Ramping:
5. Transit Access:
6. Lighting:
7. Signage:
8. Other: AAC supports this update as presented

Sincerely,

A handwritten signature in cursive script that reads 'Diane Morrell'.

Diane Morrell  
Chair, Site Plan Sub Committee  
Accessibility Advisory Committee



The Corporation of the  
City of Sault Ste. Marie



Community Development  
Planning & Enterprise Services

Donald B. McConnell, MCIP, RPP  
Director of Planning  
and Enterprise Services

February 15, 2019



**TO:** K. Fields, City Solicitor  
M. McAuley, Municipal Services Engineer  
S. Hamilton Beach, Director, Public Works  
F. Pozzebon, Chief Building Official  
T. Vair, Deputy CAO, Community Development & Enterprise Services  
R. Harten, Manager of Engineering, PUC  
D. Hollingsworth, Director, E.D.C.  
P. Milosevich, Assistant Fire Chief  
R. Bateman, General Manager, Conservation Authority  
Municipal Heritage Committee, CDES - *no concerns VM*  
N. Scott, Accessibility Coordinator, CDES  
D. Morrell, Chair, Site Plan Sub Committee

**SUBJECT:** Application No. A-6-19-Z  
Request for an amendment to the Zoning By-law

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

Please find enclosed a copy of the above-mentioned rezoning application for your review and comments.

We would appreciate receiving your comments on or before February 28, 2019.

Yours truly,

Handwritten signature of Donald B. McConnell in black ink.

Donald B. McConnell, MCIP, RPP  
Director of Planning & Enterprise Services

DBM/sp

Attachment(s)

COMMUNITY SERVICES DEPT.

FEB 15 2019

RECEIVED

## Stephanie Perri

---

**From:** John Febbraro  
**Sent:** Friday, February 22, 2019 1:46 PM  
**To:** Don McConnell; Peter Tonazzo; Steve Turco; Stephanie Perri  
**Cc:** Dan Hollingsworth  
**Subject:** RE: Planning Applications A-2-19-Z, A-3-19-Z, 4-19-Z, 5-19-Z, 6-19-Z

**Importance:** High

Don,

Below are comments from the SSMEDC related to the respective Planning Applications.

**Application– A-2-19-Z** applicant Daniel Fremlin regarding subject property 85 Johnson Ave., is requesting to have subject property rezoned from the current Institutional Zone (I) to Low Density Zone (R3) with a special exception to permit 4 semi detached dwellings (8 dwelling units) to be constructed on one lot, until such time they are subdivided. The SSMEDC after reviewing the applicant's information has no objections on the approval of this application.

**Application– A-3-19-Z** applicant Sault Ste. Marie Golf Club regarding subject property 1805 Queen St East, is requesting to have subject property rezoned from the current Parks and Recreation Zone (PR) to Residential Zone (R3) in order to allow residential construction. In addition, the applicant wishes to sever both property (PIN 31498-0091 and PIN 31498-0072) into two respective parcels for each property. The SSMEDC after reviewing the applicant's information has no objections on the approval of this application.

**Application– A-4-19-Z** applicant 1972667 Ontario Inc. (c/o Carlo Gervasi and Brandon Stubbs) regarding subject property 84 Ruth St, is requesting to have subject property rezoned from the current Residential (R3) to Institutional (I) Zone with a special exception to permit the offices of a private security company including a private training facility. The SSMEDC after reviewing the applicant's information has no objections on the approval of this application.

**Application– A-5-19-Z** applicant Dave Ellis Architecture Inc. regarding subject property 267 Cathcart St. is requesting to have subject property rezoned from the current Low Density Residential with special exception 365 to Low Density Residential with exception (R3.S365) and with an amended special exception to permit general office uses on the main floor of the existing building. No outdoor storage and parking reduction from 37 to 21 will remain as conditions. The SSMEDC after reviewing the applicant's information has no objections on the approval of this application.

**Application– A-6-19-Z** applicant The Corporation of the City of Sault Ste. Marie is requesting to amend Zoning By-Law 2005-150 regarding barrier free accessible parking to be more consistent with the Accessibility for Ontarians with Disability Act. The SSMEDC after reviewing the applicant's information has no objections on the approval of this application.

If you have any questions or concerns, please do not hesitate to contact me.

Thanks

Larry Girardi  
Deputy CAO

Susan Hamilton Beach, P. Eng.  
Director of Public Works



## Public Works & Engineering Services

February 20, 2019

Don McConnell, RPP  
Director of Planning & Enterprise Services

**Subject:**     **Application No. A-6-19-Z**  
                  **Request for an Amendment to the Zoning By-law**

**Applicant:**    **Corporation of the City of Sault Ste. Marie**

Staff from Public Works has reviewed the application noted above and do not object to the request or have any comments to provide.

If you have any further questions, please contact me at 759-5207.

A handwritten signature in black ink, appearing to read "Susan Beach".

Susan Hamilton Beach, P. Eng.  
Director of Public Works  
705-759-5207  
[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)

C:     M. McAuley, Municipal Services Engineer  
       F. Pozzebon, CBO

## Stephanie Perri

---

**From:** Don McConnell  
**Sent:** Friday, February 22, 2019 10:11 AM  
**To:** Stephanie Perri  
**Subject:** FW: Application Documents

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** Robin Fox <r.fox@cityssm.on.ca>  
**Sent:** Friday, February 22, 2019 10:07 AM  
**To:** Don McConnell <d.mcconnell@cityssm.on.ca>  
**Subject:** Application Documents

Good morning Don,

In regards to the following documents, Tom has no comments to provide at this time:

- Application No. A-6-19-Z Accessible Parking
- Application No. A-3-19-Z SSM Golf Club
- Application No. A-2-19-Z 85 Johnson
- Application No. A-5-19-Z 267 Cathcart
- Application No. A-4-19-Z 84 Ruth St

Thank you!



**Robin Fox**  
Office Supervisor  
CD&ES  
City of Sault Ste. Marie  
t. 705.759.5308  
[r.fox@cityssm.on.ca](mailto:r.fox@cityssm.on.ca)

---

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca)





2019 02 28

**MEMO TO:** Don McConnell, RPP  
Planning Director

**RE:** A-6-19-Z  
Request for an amendment to the Zoning By-law  
City of Sault Ste. Marie

The Engineering Division has reviewed the above noted application and has no comments.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read 'M. McAuley'.

M. McAuley, P. Eng.  
Municipal Services Engineer  
Public Works & Engineering Services  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)

MM  
cc. Susan Hamilton Beach, Public Works  
Don Elliott, Engineering



PUC SERVICES INC.  
ENGINEERING DEPARTMENT  
500 SECOND LINE EAST, P.O. Box 9000  
SAULT STE. MARIE, ONTARIO, P6A 6P2

February 28, 2019

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

emailed: Stephanie Perri [s.perri@cityssm.on.ca](mailto:s.perri@cityssm.on.ca)

Dear Sir:

**Re: A-6-19-Z The Corporation of the City of Sault Ste. Marie**

PUC Services have no concerns or comments with respect to the above referenced rezoning application.

Best Regards,

PUC SERVICES INC.

A handwritten signature in black ink, appearing to be 'R. Harten', written over a light blue horizontal line.

Rob Harten, P. Eng.  
Manager of Engineering

## **Sault Ste. Marie Innovation Centre**

Board Recommendation for City Council Appointment

March 18, 2019 Council Meeting or Soonest Thereafter

Due to a new MOU with the City of Sault Ste. Marie, executed in 2018, it requires four voting Board members to be appointed by the City, one of which shall be the Deputy CAO Community Development and Enterprise, and the other three are to be selected from a list of recommended candidates provided by the Innovation Centre Board. One of the 'other three' is no longer on the Board and we recommend the following candidate for City Council's approval and appointment to the Sault Ste. Marie Innovation Centre Board of Directors at the next Council meeting on March 18.

### **Lori Naccarato**

Lori was born and raised in Sault Ste. Marie and has worked in the financial services industry for over 25 years. In this time, she has helped numerous businesses start up and open their doors as well as helping existing business grow and expand.

She graduated from Lake Superior State University in 1993 with a Bachelor of Science in Human Services. She has been a Senior Manager with the Business Development Bank of Canada since 2009. Prior to that she was a Senior Account Manager at the Royal Bank of Canada and Bank of Montreal.

She is active in the area of economic development and is a Board member of the Sault Ste. Marie Economic Development Corporation (term ending in June 2019), Sault Community Career Centre, Algoma Family Services, and is a volunteer with the local Chamber of Commerce. Through financing, consulting and mentoring, Lori has become a trusted advisor in our business community.

Respectfully submitted,  
Peter Bruijns, Executive Director

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-41**

**AGREEMENT:** (H4.2) A by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and Chief Administrative Officer are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine, dated January 22, 2019, a copy of which is attached as Schedule "A" hereto. This Operating Service Agreement is for Physician Recruitment Funding.

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 18<sup>th</sup> day of March, 2019.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**



**OPERATING SERVICE AGREEMENT**

This Agreement made this 22<sup>nd</sup> day of January 2019.

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
hereinafter referred to as the "City"

- and -

**GROUP HEALTH ASSOCIATION**  
hereinafter referred to as "GHA"

- and -

**SAULT AREA HOSPITAL**  
hereinafter referred to as "SAH"

- and -

**ALGOMA WEST ACADEMY OF MEDICINE**  
hereinafter referred to as "AWAM"

WHEREAS the above parties agree that the recruitment of physicians is vital to the citizens of Sault Ste. Marie and district;

AND WHEREAS a program is required to attract such physicians to the area;

AND WHEREAS the parties hereto recognize and support the initiative to attract physicians to the area;

NOW THEREFORE the parties hereto agree as follows:

1. This Agreement shall be for a term of one (1) year commencing April 1, 2019 and terminating March 31, 2020.
2. The parties hereto agree that they have the authority to act independently on matters of physician recruitment & retention.

3. The parties hereto shall prepare annually a budget relating to physician recruitment & retention activities for the year.
4. The parties hereto shall forward the City's portion of the budgeted share to City Council at the end of October annually for review, with reference to the Finance Committee, if desired by City Council.
5. The parties hereto shall administer the program for the recruitment & retention of physicians.
6. Payment of expenses related to the program shall be made by SAH upon approved instructions from the Chair, Delegate of the Committee, or Manager of the Physician Recruitment & Retention Program. SAH will ensure all payments are made with due expedience and recorded in an accurate, complete and timely fashion in accordance with generally accepted accounting principles (GAAP).
7. Copies of all original invoices, requests for payment and other instructions documenting financial transactions shall be retained in the Physician Recruitment & Retention office.
8. Original documentation shall be provided by SAH and will be retained in accordance with all privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Personal Information Protection and Electronic Documents Act* (PIPEDA).
9. Upon request of any of the parties hereto, the Physician Recruitment & Retention office shall provide financial documentation. Provision of documentation shall be in accordance with the principles of privacy legislation including MFIPPA and PIPEDA.

10. SAH shall maintain financial records sufficient to produce a monthly statement of income and expenses and any other report that may be reasonably requested by any of the parties hereto, including a list of committed expenses.

11. SAH shall prepare monthly financial reports for the parties hereto as outlined in clause 10 of this Agreement and shall invoice the City for reimbursement monthly. In addition, SAH shall prepare a financial report for the period April 1<sup>st</sup> to March 31<sup>st</sup> annually.

12. Upon review and approval, the City shall reimburse SAH for all expenses on the basis of the monthly invoice provided by SAH. Approved expenses include but are not limited to those outlined in Schedule "A" attached hereto.

13. The parties hereto shall inform the City of any commitments for future expenditures negotiated during the operating year but to be paid in future years. The City shall ensure that sufficient funds are retained to fund these future commitments. Contracts for physicians which extend for several years shall be treated as future expenses as outlined in this clause.

14. The City agrees to make an annual contribution of \$90,000 and SAH and GHA agree to make an annual contribution of \$65,000 each on June 1<sup>st</sup> of each year. The City, SAH and GHA contributions shall be used for the physician recruitment & retention program. AWAM agrees to make satisfactory annual in-kind contributions.

15. Any costs or liabilities incurred by SAH in the administration of this program arising out of decisions made by the parties hereto will be the sole responsibility of the parties hereto.

16. Any of the parties to this Agreement or their agents shall have the right to review any documents or records relating to this program at any time upon

reasonable written request directed to the Chair or Manager of the Physician Recruitment & Retention Program.

17. This Agreement shall not be assigned without prior written consent of all parties hereto.

18. The terms and provisions of this Agreement shall extend to and be binding upon and ensure to the benefit of the parties hereto, their successors and, where permitted, assigns under this contract.

IN WITNESS HEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Per:

\_\_\_\_\_  
Christian Provenzano, Mayor

\_\_\_\_\_  
Al Horsman, CAO

**GROUP HEALTH ASSOCIATION**

Per:

\_\_\_\_\_  
Alex Lambert, President / CEO

**ALGOMA DISTRICT MEDICAL GROUP**

Per:

\_\_\_\_\_  
Dr. David Fera, Chair/CEO

**SAULT AREA HOSPITAL**

Per:

\_\_\_\_\_  
Dr. Andrew Webb, VP Medical Affairs

\_\_\_\_\_  
Dr. Silvana Spadafora, Chief of Staff

**ALGOMA WEST ACADEMY OF MEDICINE**

Per:

\_\_\_\_\_  
Dr. Tim Best, President

**SCHEDULE "A"****A. COSTS ELIGIBLE FOR REIMBURSEMENT WILL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**

1. Salaries, wages and benefits including any future amounts due as payment for severance or in lieu of notice. In the event of severance, the City shall be responsible only for that portion of the severance payment that relates to the employee's service with the parties hereto. Prior employment will not be calculated for the City's severance payment.
2. Expenses related to the administration of the program including office costs, minor equipment and professional fees.
3. Costs for advertising and promotion including marketing displays, conferences and meetings and receptions.
4. Recruiting costs including professional recruitment services, travel, site visits and recruitment events.
5. Travel expenses for physicians including transportation, lodging and meals.

**B. COSTS INELIGIBLE FOR REIMBURSEMENT WILL INCLUDE:**

1. No amount will be charged for rent for office space provided by SAH.
2. No amounts will be charged for utilities or office maintenance provided by SAH.
3. No amounts will be paid for locum costs reimbursable by the Ministry of Health and Long Term Care.
4. No amounts will be paid as the principal of loans.
5. Any costs incurred by physicians other than travel expenses (transportation costs, lodging and meals).

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-48**

**SUBDIVISION CONTROL:** (PR6) A by-law to deem not registered for purposes of subdivision control certain lots in the **Harris and Buckley 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 **Harris and Buckley Subdivision** was registered in the Land Titles Division on **May 22, 1901 as Plan M30**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Harris and Buckley 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 HARRIS AND BUCKLEY SUBDIVISION DEEMED NOT REGISTERED**

**Lots 6, 7 and 8 Plan M30, Harris and Buckley 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.

March 18, 2019  
By-law 2019-48

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 18th day of March, 2019.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2019\2019-48 Deeming 295 and 299 Farwell Terrace.docx

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-49**

**AGREEMENT:** (C3) A by-law to authorize the execution of the Memorandum of Understanding between the City and Ontario Chamber of Commerce for the purpose of hiring people with disabilities.

**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 Memorandum of Understanding dated February 14, 2019 between the City and Ontario Chamber of Commerce, a copy of which is attached as Schedule "A" hereto. This Memorandum of Understanding is for the purpose of hiring people with disabilities.

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.ssssss

**PASSED** in open Council this 18<sup>th</sup> day of March, 2019

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**



## Schedule "A"

### Memorandum of Understanding

Between:

**City of Sault Ste. Marie  
-and-  
Ontario Chamber of Commerce(OCC)**

**DATE: February 14th, 2019**

*PREAMBLE: The Discover Ability Network, powered by Magnet is a project intended to support Ontario businesses in the hiring of persons with disabilities. Built with the support of the Ontario Government.*

*TOWARDS THESE SHARED GOALS, City of Sault Ste. Marie and Ontario Chamber of Commerce (collectively, the "Parties") wish to enter into this Memorandum of Understanding ("MOU" or "agreement") in order to establish a framework which will allow the Parties to work together in a productive manner in building awareness and adoption of Discoverability Sault Ste. Marie (Portal) by Ontario businesses and Job seekers. All references to the "project" or "Portal" are references to the Discover Ability Sault Ste. Marie*

*Therefore, this MOU sets out the Parties' understanding and agreement as follows below:*

**OCC(Lead Agency) will:**

- Liaise with Magnet to organize training and onboarding sessions
- Develop communications and marketing materials including social media content for use by the partners to promote the project
- Receive, collate and track matching data related to the project
- Distribute matching data to applicable organizations based on how employers and/or job seekers registered on the portal
- Attend and present at events jointly organized by the parties
- Lead scheduled meetings to discuss project updates, issues and trends.
- Coordinate mutually agreed events such as webinars, workshops, and in-person sign-up sessions for employers and /or job seekers with disabilities.

**City of Sault Ste. Marie will:**

- Promote Portal to their members through: newsletter, social media channels, events, earned media etc.
- Become a Magnet partner and sign up as per Magnet's procedures
- Provide OCC with speaking, exhibiting and/or participating opportunities at their hosted events as appropriate
- Encourage job seekers and employers to register and upload resumes or job postings into Discoverability Sault Ste. Marie portal
- Schedule training sessions with their staff to learn more about Magnet and Discoverability Sault Ste. Marie; sessions will be facilitated by Magnet and/or OCC staff

- Participate in scheduled meetings to discuss project issues, risks and trends
- Report any issues to OCC in a timely manner to help ensure the success of the project
- Report any matches that result in job offers/hires that City of Sault Ste. Marie becomes aware of.
- Provide the contact information for the Communication's team, so the OCC's communication department can reach out.

**The Parties agree:**

- The Parties agree that any promotional materials may be co-branded, which is to say such materials may carry the names, logos, trademarks, slogans and symbols, etc., of the OCC and/or City of Sault Ste. Marie whether registered or not (the "Marks"), and each Party hereto agrees use their respective Marks in strict accordance with any specifications provided by the other Party in respect of such use. OCC and City of Sault Ste. Marie agree that each Party's Marks are and will remain the property of that Party, and that this MOU confers no right, title or interest in or to each Party's Marks to the other Party, excepted as may be permitted or reasonably contemplated by the terms and objectives of the within MOU.
- The Parties agree that all materials developed that include the usage of the City of Sault Ste. Marie logo by either party shall be submitted to City of Sault Ste. Marie marketing department for approval at least 3 business days prior to any form of distribution.
- The Parties agree that all materials developed that include the usage of the OCC logo by either party shall be submitted to OCC marketing department for approval at least 3 business days prior to any form of distribution.
- For all copyright and intellectual property purposes, any documentation, presentation materials or other training content of the OCC in existence prior to entering into this MOU or which may be developed by the OCC for the express purposes of the program and this MOU will remain the property of the OCC as applicable unless otherwise agreed, and the same shall apply to City of Sault Ste. Marie and its materials
- The Parties agree that this MOU may be executed either by original signature, or by electronic or scanned signature (and attached to an e-mail), or by facsimile signature, and may be executed by the Parties in one or more counterparts, each of which when so executed and delivered, shall be an original and such counterparts shall together constitute one and the same instrument. For additional clarity, this means that this Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same Agreement.

**MOU Main Contacts and Notices:**

Ontario Chamber of Commerce's Main Contact:

Name: Louie Di Palma  
Address: 180 Dundas street West, Toronto, ON M5G 1Z8  
Tel: 416.482.5222 ext.2270  
Email Address: louiedipalma@occ.ca

City of Sault Ste. Marie Main Contact:

Name: Paul Sayers  
Address: City of Sault Ste. Marie, 99 Foster Drive,  
Sault Ste. Marie, ON, P6A 5X6  
Tel: 705-989-8245  
Email Address: p.sayers@cityssm.on.ca

**Partner**

Per:

\_\_\_\_\_  
Name: **Mayor - Christian Provenzano**  
Title:

\_\_\_\_\_  
**City Clerk - Malcolm White**

**Ontario Chamber of Commerce**

Per:

\_\_\_\_\_  
Name:  
Title:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-50**

**PROPERTY ACQUISITION:** (MAP 138) A by-law to authorize the acquisition of a portion of property located at civic 595 Old Goulais Bay Road (Donnelly).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 18<sup>th</sup> day of March, 2019.

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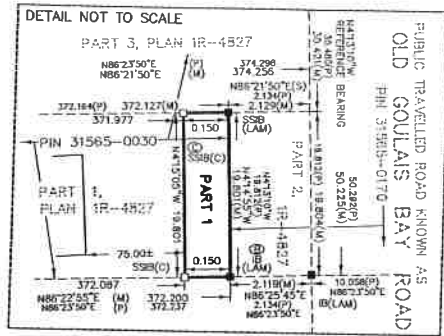
**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie  
 VENDOR: Timothy Brian Donnelly and Karen Lewann Donnelly  
 ADDRESS: PART 595 Old Goulais Bay Road  
 LEGAL DESCRIPTION: PART PIN 31565-0030 (LT) PT SEC 13  
 CONSIDERATION: One (\$1.00) Dollar



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 1R-

RECEIVED AND DEPOSITED

DATE

DATE

D.S. URSO - ONTARIO LAND SURVEYOR

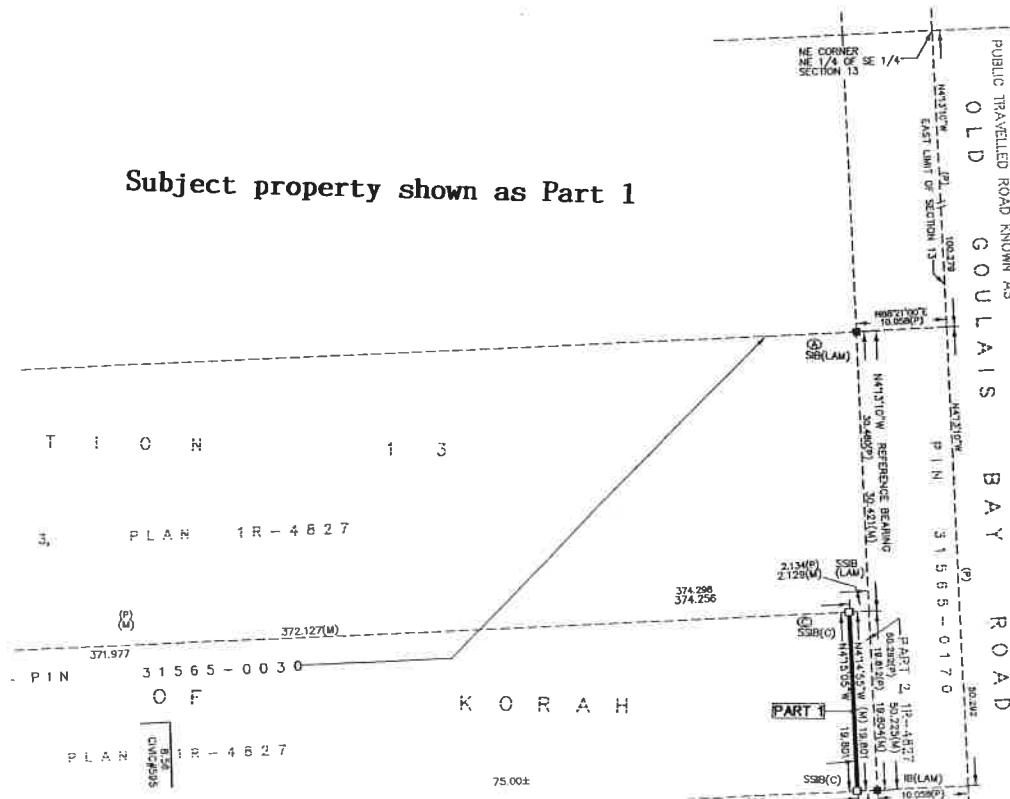
REPRESENTATIVE FOR LAND TITLES DIVISION

SCHEDULE

| PART | SECTION    | TOWNSHIP | AREA       |
|------|------------|----------|------------|
| 1    | PART OF 13 | KORAH    | 3.00 Sq.m. |

PART 1 COMPRISES PART OF PIN 31565-0030

Subject property shown as Part 1



INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORP's) REAL TIME KINETIC OBSERVATIONS USING 'A' AND 'B' HAVING A BEARING OF N4 ZONE 16 NAD 83 (CSRS)(1997.0) COOR URBAN ACCURACY PER SEC. 14(2) OF

| POINT ID | NORTHING    | EASTING |
|----------|-------------|---------|
| ORP A    | 5161183.296 | 7036    |
| ORP B    | 5161133.207 | 7036    |
| ORP C    | 5161152.813 | 7036    |

COORDINATES CANNOT, IN THEMSELVES, RE-ESTABLISH CORNERS OR BOUNDAR ON THIS PLAN.

LEGEND

- DENOTES FOUND EVIDENCE
- DENOTES PLANTED MONUMENT
- IB DENOTES IRON BAR
- SIB DENOTES STANDARD IRON BAF
- SSB DENOTES SHORT STANDARD IR
- M DENOTES MEASURED
- P DENOTES DEPOSITED PLAN 1R-
- S DENOTES SET
- WIT DENOTES WITNESS
- LAM DENOTES L.A. MILLER, O.L.S.
- JCB DENOTES J.B. CHAMBERS, O.L.
- PIN DENOTES PROPERTY IDENTIFIC/
- DENOTES NOT TO SCALE

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORF WITH THE SURVEYS ACT, THE SURY LAND TITLES ACT AND THE REGUL
  - THE SURVEY WAS COMPLETED ON F

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-51**

**AGREEMENT**: (P2) 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 Community Safety and Correctional Services for funding for court security and prisoner transport until December 31, 2019.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2019 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Community Safety and Correctional Services, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding for court security and prisoner transport until December 31, 2019.

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 18<sup>th</sup> day of March, 2019.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

**ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the 1st day of January, 2019

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Community Safety and  
Correctional Services**

(the "Province")

- and -

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

(the "Recipient")

**BACKGROUND**

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the "Program") in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2019.
- C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance;
- D. The Recipient has provided its 2017 CSPT costs, as confirmed in the 2017 Annual Financial Report, which the Recipient submitted as part of the reporting requirements for the 2017-2018 agreement for the Program;
- E. Funding is allocated based on the Recipient's relative share of the total 2017 provincial CSPT costs.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Payment Plan and Reporting Schedules
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - Template for Annual Financial Report, and any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### **3.0 AMENDING THE AGREEMENT**

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### **4.0 ACKNOWLEDGEMENT**

4.1 The Recipient acknowledges that:



- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by Minister of  
Community Safety and Correctional Services**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Stephen Waldie  
Title: Director, External Relations Branch  
Public Safety Division

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Court Security and Prisoner Transportation Services"** means the services and activities eligible for funding, as set out in Schedule "E".

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following December 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act (Ontario)*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

#### **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes,



the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement,

unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and



(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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|  |   |
|--|---|
| <b>Maximum Funds</b>   | <b>\$585,188.29</b>   |
| <b>Expiry Date</b>   | December 31, 2019   |
| <b>Insurance</b>   | \$5,000,000.00  |
| <b>Contact information for the purposes of Notice to the Province</b>  | <p><b>Name:</b><br/> Ministry of Community Safety and Correctional Services<br/> Public Safety Division, External Relations Branch<br/> Program Development Section</p> <p><b>Address:</b><br/> 25 Grosvenor Street<br/> Toronto ON M7A 2H3</p> <p><b>Attention:</b><br/> Fionne Yip, Community Safety Analyst</p> <p><b>Fax:</b><br/> 416-314-3092</p> <p><b>Email:</b><br/> Fionne.Yip@ontario.ca</p> |
| <b>Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement</b> | <p><b>Name:</b><br/> The Corporation of the City of Sault Ste. Marie</p> <p><b>Address:</b><br/> 99 Foster Drive<br/> Sault Ste. Marie ON P6A 5X6</p> <p><b>Attention:</b><br/> Ms. Shelley Schell<br/> Chief Financial Officer / City Treasurer</p> <p><b>Email:</b><br/> finance@cityssm.on.ca; s.schell@cityssm.on.ca</p>  |

**Additional Provisions:**

None

## **SCHEDULE "C" PROJECT**

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The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2019.

The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

**SCHEDULE "D"**  
**PAYMENT PLAN AND REPORTING SCHEDULES**

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The Funds in the amount of **\$585,188.29** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$146,297.07** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$146,297.07** will be paid to the Recipient, following the Province's receipt and approval of the 2018 Annual Financial Report (due April 15, 2019). *Subsequent payments will not be released until the Province has received and approved the 2018 Annual Financial Report.*
- C. Third Instalment: **\$146,297.07** will be paid to the Recipient by the end of September 2019.
- D. Final instalment: **\$146,297.08** will be paid to the Recipient by the end of December 2019.
- E. The Recipient must submit the 2019 Annual Financial Report to the Province by April 15, 2020.

**SCHEDULE “E”  
COURT SECURITY AND PRISONER TRANSPORTATION  
SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING**

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**A. COURT SECURITY includes:**

**1. Facility Perimeter Security**

Costs associated with external and/or internal police presence during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

**2. Courtroom Security**

Costs associated with the presence of police staff in the courtroom to ensure the safety and security of the proceedings and attendees.

**3. General Courthouse Security Presence**

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police staff assigned to perform roving patrols of the court facility.

**4. Prisoner Movement in Courthouse**

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

**5. Prisoner Guarding in Holding Cells**

Costs associated with guarding and monitoring of prisoners brought to court for trial and held in courthouse holding cells (where applicable).

**6. Prisoner Feeding**

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

**B. PRISONER TRANSPORTATION includes:**

**1. Prisoner Transport**

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

**2. Prisoner Transport - Youth**

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

\*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

**C. TRAINING, EQUIPMENT AND RECRUITING includes:**

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

**COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:**

**Court Administration**

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

## SCHEDULE "F" TEMPLATE FOR ANNUAL FINANCIAL REPORT

### SCHEDULE C - ANNUAL FINANCIAL REPORT - 201\_ (YEAR \_)

|  |                      |                      |                      |
|--|----------------------|----------------------|----------------------|
| <b>REPORTING MUNICIPALITY:</b> (please select from drop down list)   |                      |                      |                      |
| <b>CONTACT INFORMATION:</b>  |                      |                      |                      |
| Salutation:  | First Name:          | Last Name:           | Title:               |
| <input type="text"/>   | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Tel:   | Ext:                 | Fax:                 | E mail:              |
| <input type="text"/>   | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Address:   |                      |                      |                      |
| <input type="text"/>   |                      |                      |                      |
| City:  |                      | Postal Code:         |                      |
| <input type="text"/>   |                      | <input type="text"/> |                      |
| <b>LOCAL POLICE SERVICE:</b>   |                      |                      |                      |
| Name of Municipal or Regional Police Service or OPP Detachment:  |                      |                      |                      |
| <input type="text"/>   |                      |                      |                      |
| <b>ANNUAL EXPENDITURE SUMMARY:</b>   |                      |                      |                      |
| PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE B (ATTACHED).                        |                      |                      |                      |
| For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.  |                      |                      |                      |
| 201_ (Year _) Allocation:  |                      |                      | <input type="text"/> |
| <b>COURT SECURITY COSTS</b>  |                      |                      |                      |
| a) Total gross annual court security costs:  |                      |                      | <input type="text"/> |
| b) Total annual payments provided to other municipalities for court security:  |                      |                      | <input type="text"/> |
| c) Total annual payments received from other municipalities for court security:  |                      |                      | <input type="text"/> |
| d) Total annual payments received from other funding sources for court security:   |                      |                      | <input type="text"/> |
| e) Total net annual court security costs (a + b - c - d):  |                      |                      | \$0.00               |
| <b>PRISONER TRANSPORTATION COSTS</b>   |                      |                      |                      |
| f) Total gross annual prisoner transportation costs:   |                      |                      | <input type="text"/> |
| g) Total annual payments provided to other municipalities for prisoner transportation:   |                      |                      | <input type="text"/> |
| h) Total annual payments received from other municipalities for prisoner transportation:   |                      |                      | <input type="text"/> |
| i) Total annual payments received from other funding sources for prisoner transportation:  |                      |                      | <input type="text"/> |
| j) Total net annual prisoner transportation costs (f + g - h - i):   |                      |                      | \$0.00               |
| Total Net Annual Court Security and Prisoner Transportation Costs (e + j):   |                      |                      | \$0.00               |
| Variance (Allocation - Total Net Annual Costs):  |                      |                      | \$0.00               |
| <b>SIGNATURE OF AUTHORIZED OFFICIAL:</b>   |                      |                      |                      |
| I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities. |                      |                      |                      |
| Title:   | Print Name:          |                      |                      |
| <input type="text"/>   | <input type="text"/> |                      |                      |
| Signature:   | Date:                |                      | <input type="text"/> |
| <input type="text"/>   | <input type="text"/> |                      | <input type="text"/> |

Ministry of Community Safety and Correctional Services

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-52**

**PARKING**: (P7/T2) A by-law to amend By-law 2019-32 (Parking).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act*, S.O. 2001, C. 25, **ENACTS** as follows:

1. **BY-LAW 2019-32 AMENDED**

By-law 2019-32 is amended as follows:

(a) Delete Paragraph 3(c) and insert:

“3(c). By-law 69-80 is further amended by deleting the figure and word “72 hours” from section 6 of said by-law and replacing it with the figure and word “7 days.”

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 18<sup>th</sup> day of March, 2019.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-52 AMENDMENTSTO BY-LAW 2019-32 (PARKING).DOCX



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-53**

**AGREEMENT:** (C3.56) A by-law to authorize the execution of the Agreement between the City and 1972703 Ontario Inc. to lease and operate the restaurant/lounge/retail space at Roberta Bondar Park.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Acting Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 18, 2019 between the City and 1972703 Ontario Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to lease and operate the restaurant/lounge/retail space at Roberta Bondar Park.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 18<sup>th</sup> day of March

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**ACTING MAYOR – LUKE DUFOUR**

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**CITY CLERK – MALCOLM WHITE**

Schedule "A"

This Agreement made this 18th day of March, 2019.

IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. s.11

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**hereinafter called the "Landlord"**

**and**

**1972703 ONTARIO INC.**

**hereinafter called the "Tenant", and  
together with the Landlord, the "parties"**

**WHEREAS** the City has previously entered into agreements for the provision of the Demised Area of the Roberta Bondar Park;

**AND WHEREAS** it is the City's desire that the Demised Area be operated by a private sector operator;

**AND WHEREAS** the said corporation wishes to operate the Demised Area as a restaurant/lounge/retail space;

**NOW THEREFORE** the parties agree as follow:

1) In this Lease:

- a) "Demised Area" shall mean a restaurant/lounge/retail space comprising a portion of the southwest building and patio area at Roberta Bondar Park and shown on Schedule "A" consisting of approximately 750 square feet of leasable area.
- b) "Director" shall mean the Director, Community Services, Community Development & Enterprise Services or their delegate.

2) Term:

- a) The Landlord hereby demises and leases the Demised Area to the Tenant for a term of Three (3) years commencing May 1st, 2019 and expiring September 30th, 2021, on the terms and conditions set out in this Lease.

- b) Prior to expiry of the Term, but not less than 60 days before expiry, the Tenant, provided it is not then in default of any covenant or obligation herein contained, may give the Landlord a minimum of sixty (60) days written notice of its desire to renew this Lease for an additional period of two (2) years. Base rent for years four (4) and five (5) shall be at the rate of \$550 per month (between May and September of each year) and all other terms and conditions shall remain the same as stated herein Any such renewal shall be subject to the consent of the Franchisor, pursuant to the Three-Party Agreement (Schedule "B").
- c) Notwithstanding that the Term does not commence until May 1, 2019, the Tenant shall, immediately upon waiver or fulfillment of the conditions set out hereinbelow in section 13, be permitted to occupy the Demised Area in order that it may retrofit, renovate and set up the Demised Area for its business operations. The Tenant shall provide the Landlord with proof of insurance prior to any such early occupation, and the Tenant shall indemnify and save harmless the Landlord during such period of early occupation until the commencement of the Lease on the same terms as set out herein.

### 3) Rent:

- a) The Tenant shall during the Term, pay the Landlord rent as follows:

\$500.00 plus HST per month between the months' of May to and including the month of September, for a minimum of a five month season from May 1<sup>st</sup> to September 30; and,

- b) In addition to the payment of rent set out above, the Tenant shall be responsible for paying:
  - i) Utilities in excess of \$100 per month plus HST. The Landlord shall contribute \$100 per month + HST to the utilities of the Tenant;
  - ii) Its own cleaning costs;
  - iii) Alarm monitoring;
  - iv) Waste disposal;
  - v) Applicable Sales taxes; and
  - vi) Maintaining general liability insurance.
- c) The Landlord hereby acknowledges that the Tenant's business will operate on a seasonal basis from May to and including September of each year. The parties shall remain open to an extended operating year from time to time, which agreement shall not be unreasonably withheld by Landlord. Rent and all additional covenants of the Tenant pursuant to this Lease shall apply for any month or days of such an extended season. In the event that the extension is not for an entire month, rent shall be prorated accordingly on a per day basis.

### 4) Late payment or non-payment of rent:

- a) All sums, for rent or otherwise, payable to the Landlord under this Lease shall bear interest commencing the first day next following the failing due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.

- b) If the Landlord at any time is compelled or elects to incur any expense including legal fees in instituting, prosecuting or defending any action or proceeding based upon any default of the Tenant under this Lease, including any action or proceeding against the Tenant, any reasonable sum including solicitor-and-client costs so paid by the Landlord, together with all interest and damages, shall be payable by the Tenant, except to the extent the Landlord is not successful therein.
- c) If the Tenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the *Bankruptcy and Insolvency Act* or if the leasehold interest created by this indenture is at any time seized or taken in execution or in attachment, or if the Tenant or any corporate assignee or sub-Tenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the Lease shall cease, the Term shall be at an end, the rent for the then next ensuing three months shall immediately become due and payable and the Landlord may re-enter and take possession.
- d) Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.
- e) This indenture makes provision for re-entry by the Landlord on non-payment of rent or non-performance of covenants.

## 5) Covenants:

- a) The Tenant covenants with the Landlord:
  - i) to pay rent;
  - ii) to pay all internet, and phone, charges supplying the Demised Area if applicable;
  - iii) not to make changes in the Demised Area except in accordance with plans therefore which have been submitted to, and approved by, the Director, such approval not to be unreasonably withheld or delayed and to make any such changes expeditiously in a good and worker like manner (including property clean-up) to the satisfaction of the Director. Tenant shall be permitted, upon approval of all plans, to make all necessary changes to retrofit the Demised Area into a BeaverTails store, including without limitation, the installation of a proper kitchen ventilation system. The Tenant will consult with the City's Building Department as appropriate prior to commencing of any retrofitting. The Landlord will provide a list of union member contractors for said construction;
  - iv) to keep the Demised Area in a clean and well-ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the Director;
  - v) to use the Demised Area only for the purposes of operating a BeaverTails® Franchise store, selling all products typically founds in other BeaverTails stores in the province, including without limitation, BeaverTails signature

pastries with various toppings, poutine, BeaverDogs, ice cream, gelato, hot chocolate, smoothies and other beverages, etc.;

- vi) not to erect any signs at the Roberta Bondar Park without the written consent of the Director, which consent shall not be unreasonably withheld or delayed;
- vii) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in clause (v) and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
- viii) to take at its own expense all measures necessary to ensure to the Director's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;
- ix) not to store explosive substances on, within, or in proximity to the Demised Area;
- x) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licences and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- xi) upon termination of the tenancy any fixtures (save and except trade fixtures) added to the Demised Area will become property of the Landlord unless otherwise agreed to, with all damage, if any, caused by such removal made good by it and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Director's satisfaction, any costs or expense will be made against the Tenant, and
- xii) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 30 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfill such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.
- xiii) To maintain in force and good standing during the Term of this Lease a letter of credit in the amount of \$2,000.00 or in the alternative to provide such other security to Landlord as might reasonably be requested.

b) The Landlord covenants:

- i) The Landlord covenants with the Tenant for quiet enjoyment.
- ii) The Landlord covenants to keep the foundations, outer walls, roof structure and membrane, down spouts, and gutters of the premises in good repair, to maintain common areas in good order and condition, and to ensure that the plumbing, sewage, and electrical systems are maintained in good repair and in operating condition except to the extent that these are located in the Demised Area, or on the premises of other tenants or occupants, or where furnished and installed by the Tenant or other tenants or occupants or a public utility or supplier.
- iii) The Landlord covenants and agrees throughout the term of this Lease, it will maintain liability insurance, all risk property insurance (excluding foundations and excavations), boiler and pressure vessel insurance, and other insurance on the building and all property and interest of Landlord in the building as

determined by Landlord with coverage in such reasonable amounts as would be carried by a prudent owner of similar premises.

- c) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term. It is hereby acknowledged that all costs and expenses to prepare the basic patio area as outlined in Schedule "A" shall be borne by the Landlord, and which construction shall be completed by no later than April 30, 2019, or as soon as possible given weather and ground conditions.
- d) The Tenant's hours of operation shall be seven days per week as follows:

Monday to Saturday 11:00 a.m. to 9:00 p.m.;  
and Sunday 12:00 p.m. to 9:00 p.m.

The Landlord acknowledges that the Tenant may amend the hours of operation from time to time in the Tenant's discretion and will provide the Landlord with notice of any such changes in operating hours.

6) Landlord right of entry:

- a) The Landlord or any employee or agent of the Landlord, including inspectors for Algoma Public Health, shall have the right during business hours of the Tenant or at any time during any emergency as determined by the Landlord, to enter the Demised Area for any of the following purposes:
  - i) to examine the state of maintenance, repair and decoration of the Demised Area and the equipment and fixtures therein;
  - ii) to install and maintain pipes, conduits, wire and ducts in the Demised Area to serve the Demised Area or other premises, or both;
  - iii) to show the Demised Area to prospective purchasers, lessees, encumbrances or assignees.

7) Landlord reservation of rights:

- a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this Lease at any time or times shall affect the Landlord's remedies or rights with respect of any subsequent (even if by way of continuation) default, breach or non-observance.
- b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
- d) All rights and remedies of the Landlord under this Lease shall be cumulative and not alternative.

## 8) Indemnity:

- a) The Tenant shall completely indemnify and save harmless the Landlord, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Landlord, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Tenant, its employees, agents or officers or as a result of the performance of this Lease by the Tenant, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Tenant, its employees, agents or officers whether or not the Landlord is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
- b) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the Workplace Safety and Insurance Act, 1997, S. O. 1997, c. 16, Sch. A, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with the Demised Area or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence.
- c) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the Construction Act, R. S. O. 1990, c. C.30, in connection with any work commissioned by the Tenant at or on the Demised Area and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within 30 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
- d) The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this indenture.

## 9) Insurance:

- a) The Tenant agrees to maintain at all times during the currency of this Lease Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The Landlord shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the Landlord. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Director, shall be provided to the Landlord prior to the commencement of the Lease Term.

- b) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.

10) Notice:

- a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

in the case of notice to the Landlord to:

Brent Lamming  
 Director, Community Services  
 Community Development & Enterprise Services  
 Community Services Department  
 99 Foster Drive, P.O. Box 580  
 Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Tenant  
 to:

1972703 Ontario Inc.  
 Attention: Sheila Purvis  
 1286 Old Garden River Road  
 Sault Ste. Marie, Ontario P6A 6J8

or to such other address as either party may notify the other of in writing, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1<sup>st</sup> business day following the date of faxing.

11) Termination of the Term:

- a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this Lease to the other with respect to any obligation under this Lease which has accrued up to the date of such termination but not been properly satisfied or discharged.
- b) The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease other than as set out in this Lease which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.



- c) The provisions of this Lease shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns.
  - i) the assignment of this Lease is not to be unreasonably withheld and is subject to the Director's consent.
- d) The authority of the Director shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this indenture, the Director shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this lease.

## 12) Damage to Demised Area:

- a) If and whenever the Demised Area shall be damaged by fire or other cause to such an extent that the Demised Area shall not be capable with due diligence of being repaired, restored or rebuilt within a period of 180 days after the occurrence of such damage, then either the Landlord or the Tenant may terminate this Lease upon thirty (30) days written notice to the other given within forty-five (45) days of the date of such occurrence and the Tenant shall thereupon immediately surrender the Demised Area and this Lease to the Landlord and rent shall be apportioned to the date of such damage.
- b) If and whenever the premises shall be damaged by fire or other cause to such an extent that it shall not be capable with due diligence of being repaired, restored or rebuilt within a period of 180 days after the occurrence of such damage, the Landlord may terminate this Lease upon thirty (30) days written notice given within forty-five (45) days after the occurrence of such damage and the Tenant shall thereupon immediately surrender the Demised Area and this Lease to the Landlord and the rent shall be apportioned to the date of such termination, unless the Demised Area shall also have been damaged to the extent of rendering them completely useless for the purpose for which they were leased in which event rent shall be apportioned to the date of such damage;
- c) PROVIDED that if the premises and/or Demised Area can in the opinion of the Landlord's architect with due diligence be repaired, restored or rebuilt within such period of 180 days, the Landlord shall rebuild the premises and/or Demised Area; PROVIDED FURTHER that if the Landlord becomes obliged to rebuild the premises and/or Demised Area pursuant to this provision the Landlord, in lieu of rebuilding the buildings and improvements constituting the premises in the same form as they were previously built, the Landlord shall be entitled to build a new building in accordance with any plan chosen by the Landlord so long as the floor area of the premises to be constructed is not substantially less than the floor area of the original premises, and provided that the Demised Area are rebuilt to approximately the same size and with similar access and visibility to the public.
- d) The certificate of a professional engineer or architect retained by the Landlord as to whether any part of the premises shall be capable with due diligence of being repaired, restored, or rebuilt within any of the periods of time above-mentioned shall be conclusive and binding on both the Landlord and Tenant for the purposes of this clause. If the Landlord shall obtain such certificate, or if the Tenant shall

obtain such certificate, or if the Tenant shall immediately after the occurrence of such damage require the Landlord to obtain such certificate, the Landlord shall obtain the certificate and notify the Tenant that it has been obtained within thirty (30) days after the date of such damage.

- e) If the Demised Area are damaged by fire or other cause and notice to terminate this Lease shall not have been duly given as herein provided, the Landlord shall repair the Demised Area, excluding Tenant's fixtures, with all reasonable speed and (i) if the damage is such as to render the Demised Area wholly unfit for occupancy, all rent hereunder shall cease from the occurrence of such damage until the completion of repairs to the Demised Area by the Landlord; (ii) if the damage is such that the Demised Area can be partially used by the Tenant, the base rent payable hereunder, shall abate in proportion to the nature and extent of the damage from the time of the occurrence thereof until the completion of repairs to the Demised Area by the Landlord; and, (iii) upon completion of repairs to the Demised Area by the Landlord all rent under this Lease shall recommence within sixty (60) days of such completion or at the reopening of the Demised Area for business, whichever shall first occur.

### 13) Conditions of Lease:

- a) This Lease shall be conditional on the following:
- i. Inspection and approval of the Demised Area by the Tenant and its agents (which approval shall be in Tenants sole discretion) within 30 days of execution of this Lease. Unless Tenant gives notice in writing to Landlord within 30 days of execution hereof that this condition is fulfilled, this Lease shall be null and void and all monies paid by Tenant to Landlord shall be returned in full and without deduction;
  - ii. The Tenant obtaining the written consent of the Franchisor, BeaverTails Canada Inc., to the terms of the within Lease within 30 days of execution of this Lease. Unless Tenant gives notice in writing to Landlord within 30 days of execution hereof that this condition is fulfilled, this Lease shall be null and void and all monies paid by Tenant to Landlord shall be returned in full and without deduction;
  - iii. The Landlord, Tenant, and Franchisor (BeaverTails Canada Inc.) entering into the Three-Party Agreement, a copy of which is attached hereto as Schedule "B".
- b) The Landlord shall cooperate with the Tenant and provide the Tenant and its agents with reasonable access during business hours to the Demised Area in order that it may inspect the Demised Area.

14) Registration:

- a) The Tenant shall be permitted, at its option and expense, to register notice of this Lease on title to the Demised Area with the Ontario Land Registry Office. Provided however that should such registration occur, costs of removal of such notice shall be borne by the Tenant or its successors or permitted assigns.

**IN WITNESS WHEREOF** the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

**THE CORPORATION OF THE  
CITY OF SAULT STE MARIE**  
"Landlord"

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ACTING MAYOR – LUKE DUFOUR

---

CLERK - MALCOLM WHITE

**1972703 ONTARIO INC.**  
"Tenant"

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Per: Sheila Purvis  
Title: President

"I have authority to bind the Corporation"

Schedule "A"

Appendix A

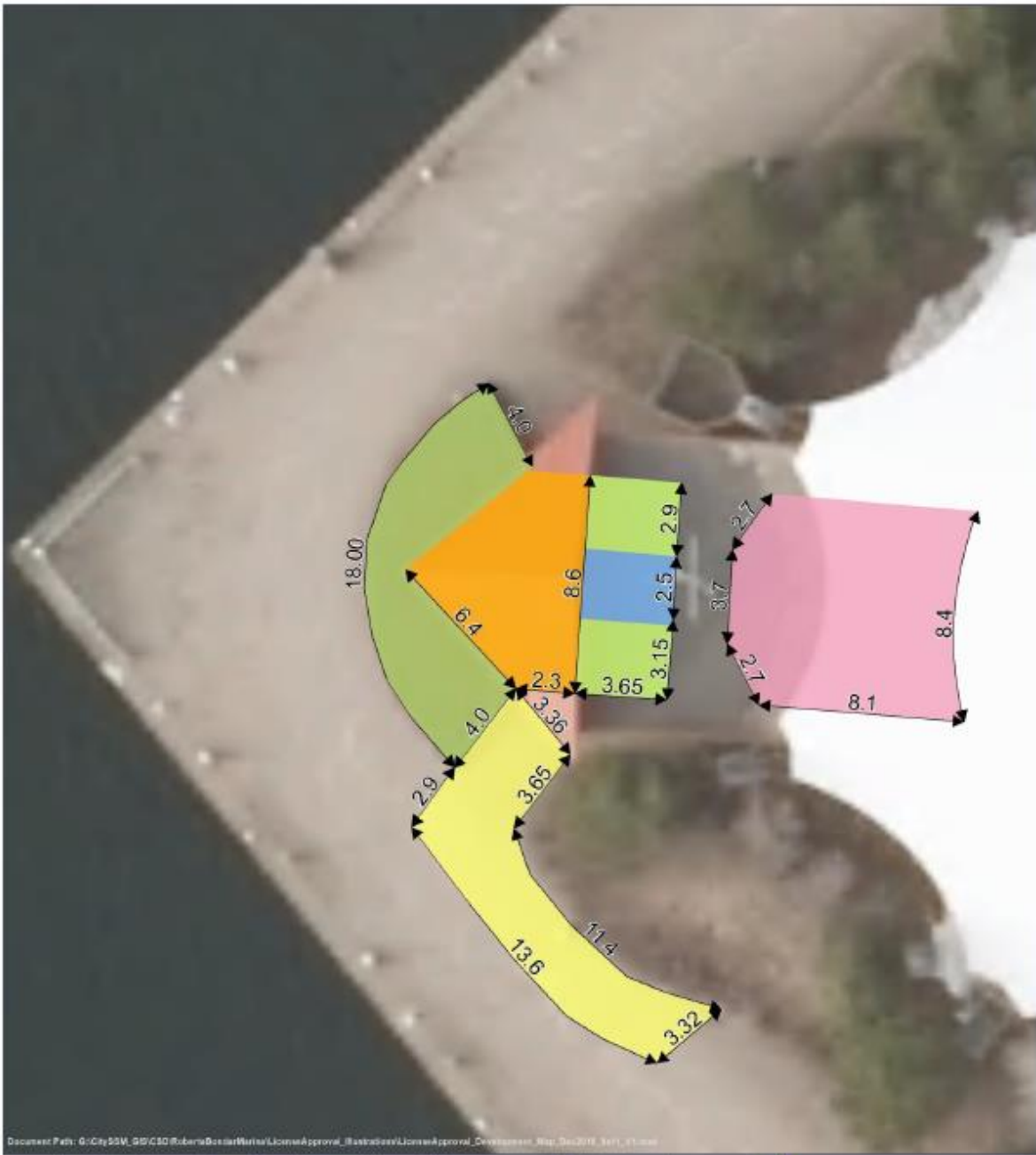


Areas circled in yellow denote area to be licensed under AGCO.  
Below the flower bed area will be removed; replaced with patio stone for seating area base and a section of the concrete surround will be cut out for access (red circled area below)  
Additional railing will be added on the curved concrete to surround the seating area.



Schedule "A"

Appendix-B



|   |  |  |
|---|--|--|
| <p><b>Application Map Series</b></p> <p><input type="checkbox"/> Subject Property   <input type="checkbox"/> Official Plan Landuse<br/> <input type="checkbox"/> Existing Zoning   <input type="checkbox"/> Aerial Image<br/> <input type="checkbox"/> Official Plan Amendment   <input checked="" type="checkbox"/> Illustration</p> <p><b>Property Information</b></p> <p>Civic Address: 65 Foster Drive<br/>                 Roll No.: 026044018000000</p> <p>Map ID.: Roberta Bondar Park Marina Development<br/>                 Date Created: Dec. 12, 2018</p> | <p><b>Legal Department Reference</b></p> <p><b>Legend</b></p> <p> <span style="color: orange;">■</span> Man Parking - 40.0m sq    <span style="color: blue;">■</span> Entry Way - 10.0m sq<br/> <span style="color: green;">■</span> Outside Patio - 48.0m sq   <span style="color: lightgreen;">■</span> Storage - 28.0m sq<br/> <span style="color: yellow;">■</span> Outside Spillover - 51.0m sq   <span style="color: pink;">■</span> Warehouse - 72.0m sq                 </p> | <p align="center">  <br/> <b>City of Sault Ste. Marie</b><br/> <b>Planning and Enterprise Services</b><br/>                     Community Development and Enterprise Services Department<br/>                     99 Foster Drive, Sault Ste Marie, ON P6A 5X6<br/>                     saultstemarie.ca   705-759-5368   planning@cityssm.on.ca                 </p> <p><small>This map is for general reference only<br/>                     Orthophoto: 2019 20cm Colour<br/>                     Projection Details:<br/>                     NAD 1983 UTM Zone 18N<br/>                     GCS North American 1983</small></p> <p align="right"> <br/>  </p> |
|---|--|--|

**Schedule "B"**

**THREE PARTY AGREEMENT BETWEEN LANDLORD, TENANT, AND FRANCHISOR**

**THREE PARTY AGREEMENT**

**THIS AGREEMENT** made this 18th day of March, 2019.

**AMONG:**

**QUEUES DE CASTOR / BEAVERTAILS CANADA INC.**, a corporation incorporated under the laws of Canada, having its head office at 3700 rue StPatrick, Suite 106, Montreal, Province of Québec H4E 1A2;

(the "**Franchisor**")

- and -

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**, a corporation incorporated under the laws of \_Ontario, having its head office at 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

(the "**Landlord**")

- and -

**1972703 ONTARIO INC.**, a corporation incorporated under the laws of Ontario, having its head office at 1286 Old Garden River Road, Sault Ste. Marie ON, P6A 6J8;

(the "**Tenant**")

**WHEREAS** the Tenant and the Landlord entered into a lease agreement dated March 18, 2019 (the "**Lease**") for the Premises.

**NOW THEREFORE** the parties agree as follows:

**1. NOTICE OF DEFAULT AND RIGHT TO CURE**

The Landlord shall give written notice to the Franchisor of any default by the Tenant under the Lease and the Franchisor shall have the right to cure such default for an additional fifteen (15) days after the date that is the later of either (i) the expiration of the period during which the Tenant may cure such default or (ii) fifteen (15) days following its receipt of such notice from the Landlord, if the Landlord is not bound to give any notice to cure or any delay to cure pursuant to the Lease, as the case may be.

## 2. NOTICE OF TERMINATION OR NON-RENEWAL

In the event that (i) the Landlord wishes to terminate the Lease due to a default by the Tenant, including in the event of any default by the Tenant that cannot be cured, or for any other reason whatsoever other than the expiry of its term, or (ii) the Tenant elects not to renew the Lease or extend the term of the Lease in the event that the Lease contains a renewal or extension option for the benefit of the Tenant, then the Landlord shall give written notice to the Franchisor of such intent to terminate, or nonrenewal or non-extension, as the case may be, and shall not issue any notice of termination or expiration of the Lease without giving the Franchisor fifteen (15) days to exercise its Option to Assume, as set-out below. In the event of a default by the Tenant that cannot ordinarily be cured, the Landlord agrees that the exercise of the Option to Assume by the Franchisor shall be deemed to cure such default.

## 3. TERMINATION OR NON-RENEWAL OF FRANCHISE AGREEMENT

Notwithstanding anything to the contrary contained in the Lease, it is expressly understood and agreed by the parties that if the Franchise Agreement is terminated, is not renewed or expires for any reason whatsoever, the Franchisor shall have sixty (60) days to exercise its Option to Assume, as set-out below.

## 4. OPTION TO ASSUME

The Landlord and the Tenant, for good and valuable consideration, hereby grant an option to the Franchisor (or its nominee) to assume the Tenant's rights in the Lease (the "**Option to Assume**") upon the occurrence of the events described in Section 2 or 3 herein. The Option to Assume may be exercised by the Franchisor (or its nominee) by giving the Landlord notice in writing of its exercise of the Option to Assume within the time limits set-out in sections 2 and 3, as the case may be. The Tenant acknowledges and agrees that the Landlord may rely upon such notice and shall not be required to inquire into the due execution thereof or the accuracy of the statements set forth therein. It is further agreed that such notice shall, without further act or formality, operate as an effective assignment in favour of the Franchisor (or its nominee) of the Tenant's rights under the Lease and the assumption by the Franchisor (or its nominee) of the covenants therein required to be observed or performed by the Tenant only from the date of such assignment, without any prior liability thereto and without the Tenant having any further rights under the Lease except that the Tenant shall remain fully liable and shall pay immediately to the Franchisor (or its nominee) any and all costs or expenses, including without limitation any rental payments made to Landlord or incurred by the Franchisor (or its nominee) in order to assume the Lease. Notwithstanding the foregoing, the Franchisor (or its nominee) shall, forthwith upon exercise of the Option to Assume, execute such documents evidencing its agreement to keep and perform or cause to be kept or performed all of the obligations of the Tenant arising under this Lease from and after the time of the exercise of the Option to Assume as may be required by the Landlord. The Tenant hereby irrevocably appoints the Franchisor (or its nominee) as its agent and attorney to execute any and all documents, if any, on its behalf necessary to complete said assignment. The Franchisor (or its nominee) shall thereafter have the right to assign the Lease or sublease the Premises to such party as it may designate without the Landlord's consent and in such event the Franchisor (or its nominee) shall thereafter be released from all obligations under the Lease.

Notwithstanding any provision in the Lease to the contrary, during the period the Franchisor (or its nominee) is the tenant under the Lease, any provision under the Lease requiring continuous operation of the Premises shall not be enforceable against the Franchisor (or its nominee). The Franchisor (or its nominee) shall have the right to operate the Premises during the business hours determined by the Franchisor (or its nominee) in its discretion.

In addition, and notwithstanding any provision in the Lease to the contrary, during the period the Franchisor (or its nominee) is the tenant under the Lease, any provision under the Lease which requires the Tenant, at its costs, at the expiry of the term of the Lease, or any renewal or extension thereof, to remove any tenant improvements, repairs or alterations to the Premises shall not be enforceable against the Tenant, however

the Franchisor (or its nominee) shall have the right, pursuant to Section 6 of this Agreement, to remove any tenant improvements, repairs or alterations to the Premises.

## 5. REPORTS

The Tenant hereby agrees that the Landlord may, upon the written request of the Franchisor, disclose to the Franchisor all reports, information or data in the Landlord's possession respecting sales made in, upon or from the Premises.

## 6. FRANCHISOR'S RIGHTS OF ENTRY

The Landlord grants the Franchisor the right, in the event of the termination of the Franchise Agreement or of the Lease for any reason whatsoever, to enter and secure the Premises and its contents. In addition, in the event of the termination of the Franchise Agreement, the Landlord grants the Franchisor the right to enter onto the Premises to operate the business on an interim basis. The Landlord hereby acknowledges and agrees that any entry by the Franchisor pursuant to this section shall not constitute a breach of the Lease nor shall it be deemed a taking of possession of the Premises or exercise of the Option to Assume.

Upon the expiration, cancellation or termination of the Lease or Franchise Agreement, neither Tenant nor Landlord will retain any right, title or interest in Franchisor's, or as the case may be, Franchisor's affiliate's, intellectual property, including but not limited to its operations manual (and all directives and sub-manuals contained therein), trademarks, trade-dress, patents or copyrighted materials (the "**Intellectual Property**"). Notwithstanding and without limitation to any rights of the Franchisor pursuant to the Option to Assume, upon the expiration, cancellation or termination of either the Lease or the Franchise Agreement, if the Franchisor shall require, the Landlord shall cooperate with and assist the Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to the Landlord, to remove all Intellectual Property, or any good or material bearing the Intellectual Property, and to make changes to de-identify the Premises as a "Beavertails" franchised business. In the event that the Franchisor exercises its option under the Franchise Agreement to purchase the assets of the Tenant, then the Landlord will permit the Franchisor to remove all such assets being purchased by the Franchisor. The Franchisor will repair any damage to the Premises caused by the Franchisor in removing its Intellectual Property within thirty (30) days of the Landlord's written notification of such damage. In the event the Franchisor fails to remove its Intellectual Property, or any material bearing the Intellectual Property, within fourteen (14) days of the expiration or termination of the Lease, the Landlord may dispose of the same without liability to the Franchisor.

## 7. RENEWAL OR AMENDMENTS

In the event that the Lease is renewed or extended, whether by the Tenant's exercising an option to renew or extend or otherwise, the Landlord and Tenant agree that the Franchisor's written consent shall be required to the terms of such renewal or extension, including, without limitation, the rent payable during any renewal or extension term.

The Landlord and Tenant agree that the Franchisor's written consent shall be required to any amendments of any of the Landlord or Tenant's existing respective rights or obligations to each other under the Lease.

The Landlord and Tenant agree that the Franchisor's written consent shall be required for any assignment of the Lease or sublease of the Premises by the Tenant.

## 8. FORMAL LEASE

In the event that a formal lease has not yet been executed, the Landlord and Tenant agree that the Franchisor's written consent shall be required to the terms of the formal lease. Accordingly, the Tenant



agrees that the Landlord shall negotiate the terms of the formal lease directly with the Franchisor and the Tenant agrees to execute the formal lease negotiated by the Landlord and Franchisor and from that point, all references to the "Lease" herein shall refer to the offer to lease until the formal lease is signed.

#### **9. REGISTRATION**

The Tenant agrees to register on title, at its cost, a notice of the Lease. Such notice shall make reference to the grant of the Option to Assume in favour of the Franchisor. The Tenant shall provide a copy of the draft notice to the Franchisor for its approval prior to registration. The Landlord hereby consents to this registration and agrees to promptly sign any documentation required to effect the registration.

#### **10. NOTICE**

Any notices, requests, demands or other communications desired, required, authorized or permitted to be given or made hereunder shall be conclusively deemed to have been received by any party hereto and to be effective on the day on which delivered to such party (against receipt therefore) at the address set forth below or at such other address as such party shall specify to the other parties in writing or, in the case of notice by telecopy or email, on the day it was sent at such telecopy number or email address as may from time to time be specified in written notice to the other parties hereto (provided that such day is a Business Day, failing which the Notice shall be deemed given and received on the first Business Day after its transmission):

(a) if to the Franchisor at:

BeaverTails Canada Inc.  
3700 rue St-Patrick, Suite 106  
Montreal, Québec  
H4E 1A2  
Attention: Leasing Manager Fax  
No.: 514-392-2223

Email: [anthony@beavertails.com](mailto:anthony@beavertails.com)

(b) if to the Landlord at:

The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON  
P6A 5X6  
Attention: Brent Lamming, Director, Community Services,  
Community Development & Enterprise Services, Community Services Department Fax  
No: 705-759-2310

(c) if to the Tenant at:

1972703 Ontario Inc.  
1286 Old Garden River Road  
Sault Ste. Marie, ON  
P6A 6J8

Attention: Sheila Purvis, President

**FINAL PROVISIONS**

11.1 All paragraph headings are instead for convenience only and shall not affect any construction or interpretation of this agreement.

11.2 This agreement shall be governed by and interpreted in accordance with the laws of the Province that govern the Franchise Agreement.

11.3 The parties hereby agree to do such things and sign and execute such other documents as may be necessary or desirable to carry out all of the provisions of this agreement.

11.4 This agreement shall be binding upon and ensure to the benefit of the parties, their heirs, successors and permitted assigns.

11.5 This agreement can be assigned by Franchisor to such party as it may designate without Landlord's or Tenant's consent and in such event Franchisor shall thereafter be released from all obligations herein.

11.6 This agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when so executed shall be deemed to be an original and all of which counterparts taken together shall constitute the same agreement. Each of said counterparts and this agreement may be executed and delivered electronically, including by facsimile and by .pdf or other common format by email. Either party shall be entitled to call upon the other(s) to circulate and execute "blue pen originals" of said counterparts and/or this agreement at any time and from time to time; provided that neither the circulation nor execution of such "blue pen originals" shall derogate from the binding nature of the document delivered electronically.

11.7 The parties hereto confirm that they have requested that this agreement and all documents related hereto be drafted in English. *Les parties aux présentes ont exigé que cette convention ainsi que tout document connexe soient rédigés en anglais.*

***[Balance of page intentionally left blank]***

The parties have signed this agreement on the date first hereinabove mentioned.

**BEAVERTAILS CANADA INC.**

Per:

\_\_\_\_\_  
Pino Di Iorio, President and CEO

I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF SAULT STE.**

**MARIE**

Per:

\_\_\_\_\_  
Name: Luke Dufour

Title: Acting Mayor

Per:

\_\_\_\_\_  
Name: Malcolm White

Title: City Clerk

I/We have authority to bind the Corporation

**1972703 ONTARIO INC.**

Per:

\_\_\_\_\_  
Name: Sheila Purvis

Title: President

I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-54**

**AGREEMENT:** (P2.2) A by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for the provision of police protection 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 March 18, 2019 between the City and The Corporation of the Township of Prince, a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of police protection 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 18<sup>th</sup> day of March, 2019.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

**POLICE SERVICE AGREEMENT**  
**UNDER SECTION 6.1 OF THE POLICE SERVICES**  
**ACT, R.S.O. 1990, C.P.15 AS AMENDED**

**THIS POLICE SERVICE AGREEMENT** (the "**Agreement**") is dated the 18<sup>th</sup> day of March, 2019.

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(hereinafter called the "**City**")

**OF THE FIRST PART;**

- and -

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**  
(hereinafter called the "**Township**")

**OF THE SECOND PART;**

**WHEREAS** pursuant to Section 4(1) of the *Police Services Act, R.S.O. 1990 c.P.15* as amended (the "Act"), the Township is required to provide adequate and effective police services in accordance with its needs;

**AND WHEREAS** pursuant to Section 5(1)4. of the Act, the Township's responsibility to provide police services shall be discharged by entering into an agreement under Section 6.1 of the Act with the council of another municipality to have its police services provided by the Police Services Board of the other municipality on the conditions set out in the agreement;

**AND WHEREAS** on or about March 11, 2014, Council for the Township had previously requested the City to enter into an agreement pursuant to Section 6.1 of the Act to provide certain Police Services as specified in an Agreement, which resulted in an "Agreement for the Provision of Police Services Under Section 6.1 of the Police Services Act" between the parties dated March 24, 2014 ("2014 Agreement"), authorized by City By-law 2014-66, passed on April 28, 2014, for a term commencing June 1, 2014 and ending on May 31, 2019,

**AND WHEREAS** on December 19, 2017, the Township gave formal notice that it intended to terminate the 2014 Agreement effective December 31, 2018;

**AND WHEREAS** in September 2018, the Township advised that it desired to enter into a new agreement with the City for the provision of Police Services;

**AND WHEREAS** on or about the 10<sup>th</sup> day of December 2018, the Township and the City entered into an Extension Agreement authorized by By-law 2018-232, which extended the 2014 Agreement on a month to month basis commencing January 1, 2019 until such time as a new agreement could be forged between the City and the Township;

**AND WHEREAS** Council for the Township has now requested that the City enter into the within Agreement pursuant to Section 6.1 of the Act to provide certain Police Services as specified in this Agreement;

**AND WHEREAS** the City is agreeable to providing certain Police Services as specified in the within Agreement to the Township subject to the terms and conditions specified herein;

**NOW THEREFORE** this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

**1. TERM AND CONCLUSION OF 2014 AGREEMENT AND EXTENSION AGREEMENT**

- (a) The parties hereto acknowledge and agree that the 2014 Agreement dated March 24, 2014 and Extension Agreement dated December 10, 2018 are hereby terminated effective January 31, 2019.
- (b) The parties hereto further acknowledge and agree that the Term of this Agreement shall commence February 1, 2019 and terminate on December 31, 2019. This Agreement is also subject to termination as prescribed in Section 6 of this Agreement.

**2. POLICE SERVICES DETAILED**

- (a) The Township requests and the City agrees to provide the following specific Police Services:
  - (i) The City shall provide to the Township a level of police service comparable to that provided to the residents of the City who reside in the more rural areas of the City of Sault Ste. Marie and, more particularly such service shall be similar to the service provided at present to the inhabitants of the City of Sault Ste. Marie situated in that area bounded by the prolongation of Base Line to the north and Airport Road to the east;

- (ii) The City agrees that it shall provide routine patrols of the Township;
- (iii) The Chief of Police of the City shall report to the Township, at mutually agreed upon intervals, regarding the provision of Police Services in and for the Township.

The above shall collectively be referred to as the "Police Services" in this Agreement.

- (b) The Township hereby acknowledges and agrees that pursuant to this Agreement, the City shall not respond to any other requests for Police Services other than the specific Police Services set out above.
- (c) The parties acknowledge that there is an agreement between the City and Township regarding the provision of 911 Services. The provision of 911 Services is exclusive to this Agreement, and therefore the provision of Police Services as detailed herein does not cover 911 Services.
- (d) Pursuant to Section 6.1(2) of the Act, the Township may select a person to advise the Sault Ste. Marie Police Services Board with respect to objectives and priorities for police services in the Township and the Sault Ste. Marie Police Services Board shall be receptive and respond appropriately to the objectives and priorities of the Township.
- (e) The Township shall throughout the term of this Agreement appoint and maintain a person(s) to enforce the by-laws of the Township and the enforcement of such by-laws will be the exclusive jurisdiction of the Township and at cost to the Township exclusive to this Agreement. The Provision of Police Services in this Agreement does **not** include the enforcement of any Township By-laws.

### 3. COSTS

- (a) The Township shall pay the City for the Police Services provided under this Agreement in accordance with the Agreement.
- (b) The Township covenants and agrees to pay the City the total sum of One Hundred, Seventy Five (\$175,000.00) annually, plus HST, for the provision of Police Services payable as follows:

The Township will pay the City the above amount in evenly disbursed monthly installments shown below inclusive of HST:

|          |                         |
|----------|-------------------------|
| January  | \$0.00 (not applicable) |
| February | \$17,977.27             |
| March    | \$17,977.27             |
| April    | \$17,977.27             |
| May      | \$17,977.27             |
| June     | \$17,977.27             |

|           |             |
|-----------|-------------|
| July      | \$17,977.27 |
| August    | \$17,977.27 |
| September | \$17,977.27 |
| October   | \$17,977.27 |
| November  | \$17,977.27 |
| December  | \$17,977.27 |

- (c) Special Duty officers provided by the City to the Township for an event located within the geographic confines of the Township will be provided **at a cost that is in addition to this Agreement** and the costs payable by the Township to the City shall be determined by the City in its sole discretion. The City shall promptly invoice the Township following the provision of any Special Duty Officers and thereafter the Township shall pay the City within thirty (30) days the amount so invoiced by the City.

#### 4. INDEMNITY

- (a) The Township hereby covenants and agrees that it shall, at all times, fully indemnify and hold harmless the City and the Sault Ste. Marie Police Services Board, and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, workplace safety and insurance compensation and occupational health and safety matters, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the provision of Police Services, the provision of any Special Duty officers pursuant to Section 3(c) or otherwise connected with this Agreement.
- (b) The Township hereby covenants and agrees that it shall at all times fully indemnify and hold harmless the City and the Sault Ste. Marie Police Services Board, and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings brought by an employee of the City as a result of providing Police Services pursuant to this Agreement, including but not limited to Workplace Safety Claims/Costs, Post Traumatic Stress Claims, and any other claims/costs of any nature or kind that may be incurred by the City as a result of the provision of Police Services pursuant to this Agreement. The Township acknowledges that the intent of this Agreement is that the City shall be at no risk or expense to which it would not have been put had this Agreement not been entered into and/or the provision of Police Services or the provision of any Special Duty officers pursuant to Section 3(c) had not been provided.



- (c) To this end, the Township hereby acknowledges and agrees that the City shall retain counsel of its own choice to defend any such any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings as set out herein, and that the City shall have full control over the City's defence and or response to such proceedings, and further, that all costs incurred by the City in the defence and/or response to such proceedings (including solicitor/client costs on a substantial indemnity scale basis), shall be paid by the Township immediately upon demand by the City as incurred by the City.

## **5. LIMITED LIABILITY AND RELEASE**

The Township hereby releases and forever discharges the City and the Sault Ste. Marie Police Services Board, including its elected officials, officers, employees, agents and contractors; and the Township further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Township or to anyone for whom the Township may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Township or any of the Township's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein.

## **6. TERMINATION**

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least (90) days' written notice of its intention to terminate.
- (b) Unless terminated earlier or in accordance with Clause a, this Agreement shall terminate on December 31, 2019. If the Township wants to extend the Agreement beyond the said date, the Township shall give to the City ninety (90) days' written notice of its intention to renegotiate a new agreement. The extension of this Agreement (if any) is subject to the successful negotiations of the parties hereto following receipt of this notice and Council approval of both parties.
- (c) In the event the Township fails to make any payment as set out in Clause 3, the City may, at its option and upon thirty (30) days' written notice to the Township, terminate this Agreement.
- (d) Paragraphs 2-5 inclusive shall survive the termination or completion of this Agreement.

## **7. INSURANCE**

The Township represents and warrants that it has and shall maintain for the Term of this Agreement, at its own cost and expense, with insurers satisfactory to the City, all the necessary and appropriate insurance that a municipality as defined in the *Municipal Act*,

2001 would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million (\$5,000,000.00) Dollars with an Umbrella of Twenty Million (\$20,000,000.00) Dollars in addition to same. The Policy shall insure all claims for damage to property, personal injury or death or any other losses or damages, both direct and indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to or in the connection with this Agreement. The Policy shall name the City as an "Additional Insured". The Township shall provide a Certificate of Insurance confirming the coverages in place, to the satisfaction of the City's Risk Manager immediately upon execution of this Agreement.

## **8. NOTICE**

The City or the Township upon Termination shall provide written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

**The City:**

Chief of Police

Sault Ste. Marie Police Service

580 Second Line East, Sault Ste. Marie ON P6B 4K1

and to:

Chief Administrative Officer

The Corporation of the City of Sault Ste. Marie

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

**The Township:**

The Administrator

The Corporation of the Township of Prince

3042 Second Line West, Sault Ste. Marie ON P6A 6K4

## **9. DISPUTE RESOLUTION MECHANISM**

- (a) In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this Agreement, the Chief of Police, or his or her representative shall meet with the Township at the earliest opportunity to discuss the dispute. If the dispute remains unresolved it shall be referred to the Sault Ste. Marie Police Board at the earliest opportunity for resolution.
- (b) Where the issue is exclusively financial, the Council of the Township, or their representative, shall seek resolution through the office of the Chief Administrative Officer for the City.

- (c) Where the issue is partially financial, the Council of the Township, or their representative, shall seek resolution to the financial portion of the issue through the office of the Chief Administrative Officer for the City.

## **10. GENERAL PROVISIONS**

- (a) This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.
- (b) This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.
- (c) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.
- (d) This Agreement shall ensure the benefit of and be binding upon the respective successors and assigns of the parties hereto.

**IN WITNESS WHEREOF** the part of the first part has hereto affixed its corporate seal attested by the hands of its duty to authorized officers and the parties of the Second part have hereunto set their hands and seals.

### **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

\_\_\_\_\_  
Mayor – Christian Provenzano

\_\_\_\_\_  
City Clerk – Malcom White

### **THE CORPORATION OF THE TOWNSHIP OF PRINCE**

\_\_\_\_\_  
Mayor – Ken Lamming

\_\_\_\_\_  
City Clerk – Peggy Greco

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-55**

**AGREEMENT:** (H1.13) A by-law to authorize the execution of the Collective Agreement between the City and Steelworkers Local 2251 for the term of February 1, 2019 to January 31, 2023.

**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 Collective Agreement between the City and Steelworkers Local 2251. Attached as Schedule "A" is a copy of the Memorandum of Settlement for the Steelworkers Local 2251.

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 18<sup>th</sup> day of March, 2019.

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**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

Schedule "A"

MEMORANDUM OF SETTLEMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
&  
STEELWORKERS LOCAL 2251

1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to present the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2019 to January 31, 2023.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2019 provided, however, that the following amendments are incorporated in Appendix 1.

Signed this 22<sup>nd</sup> day of February, 2019.

For the Union

  
Dan Cooper


  
Bob Camirand

  
Greg Smith

For the Employer

  
Ida Bruno

  
Brent Lamming

  
Nicole Maione

  
Mike Vanderloo

## APPENDIX 1

**Collective Bargaining**

**City of Sault Ste. Marie**

**&**

**Local 2251 Steelworkers  
Transit Mechanics**

**Agreed to Articles – Sign-off sheet #1**

**6:01** Replace with below

The Union shall select an Executive Committee of three (3) employees. The Employer will recognize and deal with this committee together with representatives of the International Union in respect to grievances and negotiations for a new contract or amendments to the existing contract. Negotiations will continue to be carried on during working hours and a maximum of two (2) of the Committee shall be paid at their regular rate for all time spent in negotiations.

**9:02** Replace with below

Seniority of each employee covered by this Agreement shall be established after a probation period of 600 hours within any period or 120 consecutive days. Employees who have completed the probationary period shall be placed on the seniority list and credited with seniority from the date they commenced work with the Transit System in any position within the scope of this agreement.

**LOU#1 move to 9:08**

*ER JB*

The parties recognize and agree that the provisions of clauses 9:01 (second paragraph), 9:03 (4) (iii) and 9:03 (5) (iii) must be interpreted and applied in a manner consistent with the provisions of the Ontario Human Rights Code.

**10:01** Replace with below (remove bold and italics in CBA)

Leave of absence may be granted up to a maximum period of six months for emergency reasons, which must be approved by the Manager of the Transit System. Temporary extensions may be granted in case of sickness or other legitimate reasons. Failure to return to work at the end of leave will automatically act as a separation from the City. Each employee must receive a written leave of absence, a copy of which will be supplied to the Union.

- (a) The City may refuse to grant leave of absence for the purpose of permitting an employee to accept other employment except where an employee is unable to perform his regular work due to sickness or accident.

(b) Leave of absence, without pay, for the transaction of Union business, shall be given to delegated members of the Union if the application for such leave is made by the Union, provided such leave does not interfere with the operation of the City, but such leave will not be unreasonably withheld.

(c) When death occurs to a member of any employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) working days for any days which are normally straight time working days, and fall within the period from day of the death up to and including the day of the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

The immediate family means: mother, father, brother, sister, spouse, common law spouse, son, daughter, grandchild and grandparents, mother-in-law, and father-in-law, ***son-in-law, daughter-in-law or step-child***. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

 Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"spouse" means a person

- (a) to whom the person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
  - (i) have cohabited for at least one year,
  - (ii) are together the parents of a child, or
  - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; ("conjunct").

**17:01** Replace with below (remove bold and italics in CBA)

The following shall be considered as paid holidays:

New Year's Day, Family Day (3<sup>rd</sup> Monday in February), Good Friday, Easter Monday, Victoria Day, ***Canada Day***, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day



**17:02** Replace with below (remove bold and italics in CBA)

All employees required to work on a day which a paid holiday is celebrated are under obligation to do so just as on any other working day. ***The holiday will be observed on the day it occurs.***

**19:11** Replace with below (remove bold and italics in CBA)

The City agrees to cover the payment of premiums for Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in fulltime employment. It is understood that any changes agreed to by the parties to Extended Health Care coverage will be applicable to the Extended Health Care coverage for retirees under this clause.

Employees who retire under this clause will be permitted to purchase at their expense a \$10,000 Life Insurance Policy at Group Rates up to the Age of **70**.

**20:01** Replace with below (remove bold and italics in CBA)

All employees covered by this agreement shall be provided with a pension under the provision of the Ontario Municipal Employees Retirement System. ***Enrollment in OMERS will be in compliant with OMERS rules and regulations.***

***Letter # 2 now become Letter #1***

## **LETTER #1**

### **LETTER OF UNDERSTANDING**

#### **BETWEEN**

**THE CITY OF SAULT STE. MARIE**

#### **AND**


**UNITED STEELWORKERS LOCAL 2251 (TRANSIT)**

### **WELFARE BENEFITS**

The parties agree to meet if necessary during the term of the collective agreement to discuss the cost of welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed this 31st day of January, 2019


**FOR THE UNION**

  
\_\_\_\_\_  
Dan Cooper

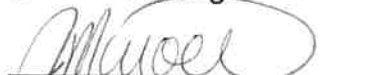
  
\_\_\_\_\_  
Bob Camirand

  
\_\_\_\_\_  
Greg Smith

**FOR THE CITY**

  
\_\_\_\_\_  
Ida Bruno

  
\_\_\_\_\_  
Brent Lamming

  
\_\_\_\_\_  
Nicole Maione

  
\_\_\_\_\_  
Mike Vanderloo

Signed this 31st day of January, 2019 at Sault Ste. Marie

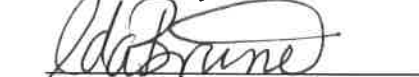
For the Union

  
\_\_\_\_\_  
Dan Cooper

  
\_\_\_\_\_  
Bob Camirand

  
\_\_\_\_\_  
Greg Smith

For the City

  
\_\_\_\_\_  
Ida Bruno

  
\_\_\_\_\_  
Brent Lamming

  
\_\_\_\_\_  
Nicole Maione

  
\_\_\_\_\_  
Mike Vanderloo

**Collective Bargaining**

**City of Sault Ste. Marie**

**&**

**Local 2251 Steelworkers  
Transit Mechanics**

**Agreed to Articles – Sign-off sheet #2**

**Union Proposal:**

**9:00 SENIORITY (red will not appear in CBA)**

9:01 The parties recognize that the job opportunity and security should increase in proportion to length of bargaining unit service. It is, therefore, agreed that in all cases of vacancy, scheduling, promotion, transfer, layoff, termination and rehire after layoff or termination, senior employees shall be entitled to preference.

In recognition, however, of the responsibility of the management for the efficient operation of the service it is understood and agreed that in all such cases Management shall have the right to pass over any employee if in its opinion he does not have the ability or the physical fitness to perform the work.

**ARTICLE 16:03 (Replace with)**

**ORIGINAL**

- (a) The normal work periods shall consist of eight (8) hours per day and forty (40) hours per week. Any time worked in excess of the normal work day, or week, shall be paid for at overtime rates.

**NEW**

- (a) ***The normal hours of work shall be eight (8) or ten (10) hours per day and forty (40) hours per week. Time and one half shall be paid for any time worked in excess of the scheduled number of hours per day or for any time worked in excess of the scheduled number of hours per week.***

ARTICLE 16:08 (replace with)

**ORIGINAL**

Overtime rates of time and one-half shall be paid to employees in the following events:

1. For hours in excess of eight (8) hours in one day
2. For Hours in excess of forty (40) hours per week;
3. An employee called out to work on other than his normal hours shall be paid for a minimum of three (3) hours pay time and one-half their regular hourly rate.

**NEW**

***Overtime rates of time and one-half shall be paid to employees who have actively worked in the following events:***

1. ***For hours in excess of eight (8) or ten (10) hours per day (whatever your normal scheduled shift is)***
2. ***An employee called out to work on other than his normal hours shall be paid for a minimum of three (3) hours pay time and one-half their regular hourly rate.***
3. ***On a Statutory Holiday***

Appear in Sign off Sheet only

New – From International (Directly from ESA)

(Domestic or Sexual Violence Leave) provides that an employee who has been employed by an employer for at least 13 consecutive weeks is entitled to up to 10 days and up to 15 weeks of leave if the employee or a child of the employee experiences domestic or sexual violence or the threat of domestic or sexual violence. The first five days of leave are to be paid.

***Can include entire section from current ESA (entitlement requirements etc.)***


Employer can commit to incorporate in a policy or create new policy

Signed this 31st day of January, 2019 at Sault Ste. Marie

For the Union


  
Dan Cooper

For the City

  
Ida Bruno

  
Bob Camirand

  
Greg Smith

  
Brent Lamming

  
Nicole Maione

  
Mike Vanderloo

**Collective Bargaining**

**City of Sault Ste. Marie**

**&**

**Local 2251 Steelworkers  
Transit Mechanics**

**Agreed to Articles – Sign-off sheet #3**

Union Proposal: (balance of articles remains unchanged)

**11:07**

The City agrees to provide all permanent employees with an annual allowance of two hundred dollars (\$200) and increased by ten dollars (\$10) each year for the life of the agreement effective for payment the second pay in February per Article 18:01 for the purchase of one (1) pair of C.S.A. approved safety boots.

Union Proposal: (balance of articles remains unchanged)

*AB* ~~18:01~~  
~~17:09~~ *EC*

Mechanics Tool Allowance - Mechanics I and II shall receive a tool allowance of ~~two hundred and seventy five dollars (\$300.00)~~  
*three hundred*

Union Proposal: (balance of articles remains unchanged)

**19:02**


Green Shield Extended Health Care Plan, including Drug Plan Card System - \$8.00 deductible first of the following month of ratification and Vision Care (increase to \$400.00 every two years effective the first of the month following ratification of the Memorandum of Settlement by the parties). (Note: This amount can be used for laser eye surgery.)


- Pharmacy dispensing fees capped at \$12.00.

- No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
- Eye Examination – One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.
- Reimbursement will be made for standard hearing aids, repairs or replacement parts up to a lifetime maximum of \$1000.00. Batteries are not eligible.

Signed this 22nd day of February, 2019 at Sault Ste. Marie

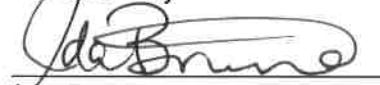
For the Union

  
\_\_\_\_\_  
Dan Cooper

  
\_\_\_\_\_  
Bob Camirand

  
\_\_\_\_\_  
Greg Smith

For the City

  
\_\_\_\_\_  
Ida Bruno

  
\_\_\_\_\_  
Brent Lamming

  
\_\_\_\_\_  
Nicole Maione

  
\_\_\_\_\_  
Mike Vanderloo

**Collective Bargaining  
City of Sault Ste. Marie**

**&**

**Local 2251 Steelworkers  
Transit Mechanics**

**Agreed to Articles – Sign-off sheet #4**

**ARTICLE 18:01**

**Year 1 → 2.00%**

**Year 2 → 1.50%**

**Year 3 → 1.35%**

**Year 4 → 2.00%**

Signed this 22nd day of February, 2019 at Sault Ste. Marie

For the Union



Dan Cooper



Bob Camirand



Greg Smith

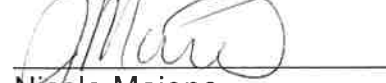
For the City



Ida Bruno



Brent Lamming



Nicole Maione



Mike Vanderloo



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-56**

**AGREEMENT:** (C3.51) A by-law to authorize the execution of the Amended Agreement between the City and The Sault Ste. Marie and 49<sup>th</sup> Field Regiment R.C.A., Historical Society to amend the maintenance and operating agreement.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amended Agreement dated March 18, 2019 between the City and The Sault Ste. Marie and 49<sup>th</sup> Field Regiment R.C.A., Historical Society a copy of which is attached as Schedule "A" hereto. This Agreement is to amend the maintenance and operating agreement.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 18<sup>th</sup> day of March, 2019.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

Schedule "A"

THIS AMENDED AGREEMENT made the 18<sup>th</sup> day of March, 2019

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
(hereinafter called the "City")

OF THE FIRST PART

-and-

THE SAULT STE. MARIE AND 49TH FIELD REGIMENT  
R.C.A., HISTORICAL SOCIETY  
(hereinafter called the "Society")

OF THE SECOND PART

WHEREAS the Society is dedicated to the preservation of artifacts, objects, books, documents and other items of historical significance and to promoting public awareness of the history of the Sault Ste. Marie and Algoma District; and

WHEREAS the City enacted By-law 83-14 which authorized an agreement with Her Majesty the Queen in Right of Canada (represented by the Minister of Public Works) which agreement authorized the acquisition of the former Post Office at 690 Queen Street East; and

WHEREAS the City desires that the former Post Office designated under Part IV of the Ontario Heritage Act, be maintained and operated as a community Museum; and

WHEREAS the Society has agreed to maintain and operate the Museum (hereinafter referred to as the "Museum") on the City's behalf and the Society further agrees to perform such duties as are assigned to it in this operating agreement;

WHEREAS in addition to this agreement, the City and the Society have entered into an agreement entitled City of Sault Ste. Marie Grant Agreement renewed yearly on the 1<sup>st</sup> of January (the "Grant Agreement") outlining the terms and conditions of the grant provided by the City to the Society to enable the Society to maintain and operate the Museum in accordance with the provisions of this agreement;

NOW THEREFORE the City and the Society each agree with the other that in consideration of the covenants contained in this agreement the City leases to the Society the lands and premises described in the attached Schedule "A", together with all buildings, erections, structures and works now or hereafter erected or constructed thereon and together with all wiring, plumbing and heating apparatus and equipment, elevators and fixtures (other than fixtures owned by the Society) and all improvements and appurtenances (all referred to as the "premises").

THE CITY AND THE SOCIETY FURTHER AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT**

This agreement shall commence on August 13<sup>th</sup>, 2018 and end on August 12<sup>th</sup>, 2028. However, the Society and the City may agree to extend the length of this agreement

for a further period of ten (10) years provided the City is satisfied with the management and operation of the Museum and both parties agree on the terms of any extension.

2. **TERMINATION OF AGREEMENT**

Either party may terminate this agreement without cause and without liability on one (1) year's notice in writing.

Should the City terminate the "Grant Agreement" the Society may terminate this agreement on six (6) months written notice.

The City may, at its sole discretion, terminate this agreement in accordance with the default provisions set out in section 7 of this agreement.

3. **OPERATION OF THE MUSEUM**

The City acknowledges that it has delegated the authority to determine the routine operation of the Museum to the Society and that it shall exercise such authority in accordance with the Society's goals and objectives as determined by the Society. However, the Society shall be responsible to the City for the operation of the Museum, including the following:

a) Construction and Improvements

To construct displays, exhibits, office and service space in accordance with the goals of the Society as determined by the Society.

b) Collection of Fees

The establishment and collection of fees and admission charges and the keeping of a complete record of all money received.

c) Personnel

The provision and supervision of all personnel deemed necessary by the Society for the operation of the Museum, such personnel to be and remain employees of the Society and be paid by the Society.

d) Advertising

The advertising of exhibits, displays, programs and shows available at the Museum.

e) Accessibility

To make the display areas of the Museum available to the general public at all times, subject to the Society's right to set reasonable "open hours", schedule special events, exhibitions and programs, and charge fees.

f) Compliance with By-laws

To comply with and conform to the requirements of every applicable statute, law, by-law or regulation requirement or order from time to time in force during the term hereof and any extension thereof. And further to comply with the current recommendations and guidelines from the Ontario Museum Association, the Canadian Museum Association and the Province of Ontario Ministry of Culture with respect to current collection standards, ethical behaviour and the avoidance of conflict of interest, as a body and individuals.

g) Inspection of Property

To permit the City's duly authorized agents at all reasonable times to enter and examine the premises and inspect the operations of the Museum.

h) Name of Museum

The Museum shall be officially named The Sault Ste. Marie Museum and the Society covenants not to rename the Museum without the prior written consent of the City.

i) Subletting

The parties acknowledge that the premises shall be utilized primarily for the Museum and its ancillary functions, however the Society shall have the authority to sublet such portions of the premises as may not be required for Museum functions with the consent of the City, provided that the total of such space as may be sublet does not exceed fifteen (15%) percent of the total floor space of the premises.

All approved tenants must supply to the City proof of general liability insurance in the amount of \$5,000,000.00, in which The Corporation of the City of Sault Ste. Marie has been named additional insured.

The Society shall advise the City when a tenancy has been terminated.

j) Insurance

The City and Society agree that the Museum shall be insured by the City under its (the City's) building, public liability and property damage and office contents insurance policy.

The Society acknowledges that the insurance referred to above pertains to the

building, public liability, property damage and some office contents. It shall be the responsibility of the Society to obtain and pay for adequate insurance on any chattels and fixtures.

k) Indemnities

To indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of any breach, violation or non-performance of any covenant, condition or agreement in this agreement on the part of the Society to be observed or performed.

4. **OPERATIONAL EXPENSES**

The Society shall be responsible for the operational expenses, costs, payments and outgoings incurred in respect of the premises. The allocation of funds for the below listed operational expenses is set out in Schedule "A" to the Grant Agreement, and categorized as "Other Operational Expenses".

5. **MAINTENANCE AND IMPROVEMENTS**

a) Maintenance and Repairs

Responsible for the day to day maintenance of the premises to keep the Museum and equipment in good working order and condition. The parties acknowledge that the City has no obligation to pay any of the expenses associated with repairs and maintenance except as may be specifically agreed to in writing.

b) Alterations and Improvements

The Society shall be responsible for any alterations, additions or improvements to the premises, provided however that any alterations, additions or improvements to the structure of the building will require the approval of the City. The parties acknowledge that the City has no obligation to pay any expenses associated with any alterations unless the City has agreed in writing to be obligated. Any alterations affecting the heritage designation of the building must be approved by the Municipal Heritage Committee.

6. **OBLIGATIONS OF THE CITY**

THE CITY AGREES WITH THE SOCIETY AS FOLLOWS:

a) Indemnity

To indemnify the Society against all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

b) Sale by City

Should the City convey title to the property, this agreement shall terminate. The City shall give the Society one year's notice of its intention to convey the property.

7. **DEFAULT PROVISIONS**

This operating agreement shall be terminated:

- a) If the Society defaults in the payment of any sum payable hereunder; or
- b) If the Society fails to perform or observe any of the covenants, agreements or provisions contained in this agreement or the Grant Agreement on the part of the Society to be performed or observed and such failure shall continue for or shall not be remedied within the period of thirty (30) days next after the giving of written notice by the City to the Society of the nature of such failure; or
- c) If the Society goes bankrupt or becomes insolvent; or
- d) If the Society ceases to operate as a charitable organization.

Upon any such termination of the agreement the City shall not disturb the possession of any licensee who occupies part of the building so long as such licensee is not in default in the performance of his obligations under his licence.

8. **NOTICES**

All notices given pursuant to this agreement shall be sufficiently given if mailed, prepaid and registered, in the case of the City addressed to:

City Solicitor  
Legal Department  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, Ontario P6A 5X6

and in the case of the Society, addressed to:

The President  
Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society  
690 Queen Street East  
Sault Ste. Marie, Ontario P6A 2A4

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any such notice shall be deemed to be 48 hours after such mailing.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-57**

**AGREEMENT:** (F2.10) A by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for a Fire Protection Agreement for a period of one (1) year.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and The Corporation of the Township of Prince, a copy of which is attached as Schedule "A" hereto. This Agreement is for a Fire Protection Agreement for a period of one (1) year.

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 18<sup>th</sup> day of March, 2019.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**



**SERVICE AGREEMENT**

**THIS SERVICE AGREEMENT** (the "**Agreement**") is dated the \_\_\_\_ day of \_\_\_\_\_, 2019.

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(hereinafter called the "**City**")

**OF THE FIRST PART;**

- and -

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**  
(hereinafter called the "**Township**")

**OF THE SECOND PART;**

**WHEREAS** pursuant to Section 2 of the *Fire Protection and Prevention Act, 1997* ("FPPA") the Township is responsible to provide "Fire Protection Services" as that term is defined in the FPPA;

**AND WHEREAS** pursuant to Section 6 of the FPPA, the City and Township are parties to a Mutual Aid Plan for the District of Algoma updated as of April 2003 ("Mutual Aid Plan"), which was authorized by the City pursuant to City By-law 79-283;

**AND WHEREAS** pursuant to Section 2(5) of the FPPA, the City and Township may enter into an agreement to:

- (a) provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality; and
- (b) receive such fire protection services as may be specified in the agreement from a fire department situation outside the territorial limits of the municipality;

**AND WHEREAS** Council for the Township has requested that the City enter into an agreement pursuant to Section 2(5) of the FPPA to provide certain Fire Protection Services to the Township as specified in this Agreement, when the Township formally requests same through Central Algoma Communication Center (CACC) for the District of Algoma, and which is separate and apart from the services set out in the Mutual Aid Plan;

**AND WHEREAS** the City is agreeable to providing certain Fire Protection Services to the Township subject to the terms and conditions specified herein:

**NOW THEREFORE** this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

## 1. DEFINITIONS

In this Agreement,

- (a) **“Designate”** means that person to whom the Fire Chief delegates his or her powers or duties as may be prescribed, subject to such limitations, restrictions or conditions as may be prescribed or set out in the delegation as set out in Section 6(6) of the FPPA;
- (b) **“Central Ambulance Communication Centre” or “CACC”** means the mission crucial, technologically complex workplace that provides the initial access point to Ontario’s emergency health services for victims of illness or injury for the entire Algoma District, an area covering over 70 000 sq. km’s. CACC dispatches fifteen (15) ambulances, eleven (11) fire departments and seven (7) first response teams in the Algoma District. Communications Officers receive 911, emergency and non-emergency requests for ambulance and fire services, determine the required level of response and provide seamless ambulance or fire dispatching services using the resources provided by the ambulance service operators or fire departments that have a contract for dispatching service;
- (c) **“Fire Area”** means the Fire Area of the Township as described in Schedule “A” which is attached to and forms part of this Agreement;
- (d) **“Fire Chief”** means the Fire Chief of the City, as appointed by the Council for the City in accordance with Section 6(1) of the FPPA; and
- (e) **“Fire Protection Services”** has the same meaning as that term is defined in Section 1 of the FPPA.

## 2. TERM

This Agreement shall commence January 1<sup>st</sup>, 2019 and terminate December 31, 2019. The Agreement is also subject to termination as prescribed in Section 8 of this Agreement.

### 3. FIRE PROTECTION SERVICES DETAILED (ALSO SUBJECT TO SECTION 4 OF THIS AGREEMENT)

(a) The Township requests and the City agrees to provide the following specific Fire Protection Services to the Township, subject to Section 3 herein and Section 4 of this Agreement:

- (i) respond to alarms for property structure fires (including but not limited to residences, sheds, garages, buildings, etc.) on property in the Fire Area;
- (ii) respond to alarms involving vehicle fires in the Fire Area; and
- (iii) respond to alarms as a result of a motor vehicle accident in the Fire Area, including extrication services,

hereinafter collectively referred to as the "Specific Fire Services".

(b) The Township hereby acknowledges and agrees that pursuant to this Agreement, the City shall not respond to any other requests for Fire Protection Services other than the Specific Fire Services set out in Section 3(a) herein. For clarity sake, the Township hereby acknowledges and agrees that the Specific Fire Services provided by the City herein does not include Medical Assists, Carbon Monoxide Alarms, Burning/Open Air Burning Complaints, environmental spills, spills arising from a motor vehicle accident, and/or Forest Fires.

(c) The Township and City further acknowledge and agree that the provision of Specific Fire Services pursuant to this Agreement is separate and apart from any Fire Protection Services to be provided by either of them pursuant to the Mutual Aid Plan.

(d) The Township further acknowledges and agrees that current "Fire Protection Levels" established by the Township for the Fire Area is "Exterior/Defensive Operations", meaning that the defensive mode:

- (i) is chosen to isolate or stabilize an incident to ensure it does not accelerate/advance. This may mean sacrificing a building on fire to save other buildings not involved;
- (ii) may include the following tasks; ie. fire attack through a window or door opening, advancing an additional line to a point of entry, ventilation, shutting off utilities, providing aid for occupants that exited the dwelling, securing a water source or other tasks that can be performed safely; and
- (iii) does not include any interior operations.

To this end, the Township hereby acknowledges and agrees that the City shall not perform any interior operations in the provision of Specific Fire Services pursuant to this Agreement.

#### 4. PROCEDURE FOR REQUESTS FOR SPECIFIC FIRE SERVICES PURSUANT TO THIS AGREEMENT

- (a) The Township acknowledges and agrees that to activate this Agreement, the Township shall formally request the City to provide the Specific Fire Services through the CACC. To that end, the Township shall provide the CACC with the following information **each and every time** the Township makes a request for the provision of Specific Fire Services:
- (i) the nature of the alarm/call and Specific Fire Service being requested;
  - (ii) the location for the response;
  - (iii) the number of all Township Fire personnel/members/volunteers that are responding to the call (if any);
  - (iv) the number of all Township Fire personnel/members/volunteers that are on scene at the location (if any);
  - (v) the type and number of any apparatus being deployed or on scene at the location (if any); and
  - (vi) whether or not this is a Specific Fire Service pursuant to this Agreement or a Fire Protection Service under the Mutual Aid Plan.
- (b) For each and every time the Township makes a request for the provision of Specific Fire Services, the Fire Chief or Designate shall determine in his/her sole discretion if the City shall respond, the nature of the response it shall provide and communicate same to the Township. To that end:
- (i) the Township acknowledges and agrees that the City, through the Fire Chief or Designate may communicate that the City shall **not** respond to a particular request for the provision of Specific Fire Services. In such an event, the Township accepts that there shall be no action by the City in relation to that request and the City shall have no further responsibilities or liabilities in relation to the request so made.
  - (ii) the Township further acknowledges and agrees that the City, through the Fire Chief or Designate may communicate that the City shall respond to a particular request for the provision of Specific Fire Services and **only** in such an event, the City's provision of Specific Fire Services shall proceed as follows:
    - a. The Fire Chief or Designate shall, if he/she determines it is appropriate, provide one (1) Fire Apparatus staffed with Firefighters to respond.
    - b. In the event of a Fire, and if the Fire Chief or Designate determines it is appropriate, a Tanker may be deployed to supply sufficient water for the operations.
    - c. Should any additional staff or apparatus be required for safety reasons or any other reasons it shall be at the discretion of the on

- scene City Fire Service Commander in consultation with the Fire Chief or Deputy Fire Chief.
- d. The Fire Chief or Designate in his/her sole discretion may also refuse to supply the described response to the request for Specific Fire Services if such response personnel, apparatus, or equipment are required in the City of Sault Ste. Marie.
  - e. The Fire Chief or Designate in his/her sole discretion may order the return of such apparatus, equipment, or personnel that is responding to or is at the scene of an incident in the Township.
  - f. The City shall **not** perform any interior operations in the provision of Specific Fire Services.
  - g. The Fire Chief or Designate, shall have full authority and control over any and all activities in which the City Fire Service may be engaged in the Fire Area of the Township.
- (c) In the event that the City provides Specific Fire Services pursuant to this Agreement, the Township hereby undertakes and shall ensure that a person(s) the Township deems competent arrives on scene at the location of the incident within and no later than two (2) hours of the Township's call to CACC. The Township acknowledges and agrees that a transfer of Command shall then take place and care and control of the scene shall transfer from the City to the Township at that time, and all property shall be the responsibility of said person(s) that the Township has deemed competent. The City shall thereafter depart the scene/location of incident.
- (d) The Township agrees that City shall not be responsible to provide any Fire Investigation or Incident Reporting to the Ontario Fire Marshal and Emergency Management as a result of the provision of any Specific Fire Services pursuant to this Agreement. This will remain the sole responsibility of the Township.
- (e) The Township shall immediately following signing this Agreement provide the City with a map of the Fire Area that clearly indicates all readily accessible static sources of water available for fire fighting operations.
- (f) The Township represents and warrants that there is only one bridge in the Fire Area, located on Gagnon Road, that has a sixteen (16) tonne weight limit. The Township further represents and warrants that there are no other bridges in the Fire Area other than two on Base Line and Town Line that are shared with the City.
- (g) The Township acknowledges that Section 2(1) of the FPPA provides that every municipality shall:
- (i) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention; and

- (ii) provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.

The Township acknowledges and agrees that it shall immediately upon executing this Agreement provide written communication to all residents and homeowners in the Fire Area to communicate to all residents:

- (i) the level of service set by Council of the Township (ie. Exterior/Defensive Operations) and what that means/what is excluded; and
  - (ii) the response City Fire Services **may** provide in the provision of Specific Fire Services (and what is excluded pursuant to this Agreement), and highlight that the City shall only provide exterior/defensive operations and **shall not under any circumstances** provide an interior attack/response or rescue operations during the provision of Specific Fire Services.
- (h) The Township further acknowledges and agrees to forthwith provide written notice to residents and homeowners that have limited or difficult access that the City Fire Services shall not respond to these locations.
  - (i) The Township shall keep a copy of the written notice provided under subsection (g) and (h) herein, and shall immediately provide a copy of same to the City when requested.

## 5. COSTS

The Township covenants and agrees to pay the City for the provision of any Specific Fire Services answered by the City in the Fire Area on the following basis:

- (a) The Township shall pay the City on a “per call” and “per apparatus” basis pursuant to the current Ministry of Transportation (MTO) Rate, effective November 1, 2018, specifically at the rate of \$477.00 per hour per Fire Apparatus Responding.
- (b) For the purpose of up staffing, in order for the Sault Ste. Marie Fire Service to maintain its minimum on duty staffing of fifteen (15) Firefighters for a minimum of three (3) hours, the current collective agreement for a Platoon Chief is \$80.85, a Fire Officer is \$76.53, a Firefighter is \$67.28. The Township shall pay the City all up staffing costs incurred by the City to fulfill its necessary staffing requirements given the provision of Specific Fire Services. The up staffing cost will be based on how many Fire Apparatus are committed to the Fire Call in the Township’s jurisdiction and shall be determined and calculated by the City in its sole discretion in accordance with rates set out herein. The Township shall pay such staffing costs as calculated and determined by the City.
- (c) The Township further acknowledges and agrees that the prescribed Rates in section 3(a) and 3(b) are subject to change at the City’s sole discretion and subject

to the annual MTO Rate and the Sault Ste. Marie Professional Firefighters Association Local 529 Collective agreement with the City without prior notice.

- (d) The Township shall pay the City a 25% administration fee on top of the total amount to administer the terms in this Agreement on a per call basis.
- (e) The City shall promptly invoice the Township following the provision of Specific Fire Services pursuant to this Agreement and thereafter the Township shall pay the City within thirty (30) days the amount so invoiced by the City.

## **6. INDEMNITY**

- (a) The Township hereby covenants and agrees that it shall, at all times, fully indemnify and hold harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, workplace safety and insurance compensation and occupational health and safety matters, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the provision of Specific Fire Services or connected with this Agreement.
- (b) The Township hereby covenants and agrees that it shall at all times fully indemnify and hold harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings brought by an employee of the City as a result of providing Specific Fire Services pursuant to this Agreement, including but not limited to Workplace Safety Claims/Costs, Post Traumatic Stress Claims, and any other claims/costs of any nature or kind that may be incurred by the City as a result of the provision of Specific Fire Services pursuant to this Agreement. The Township acknowledges that the intent of this Agreement is that the City shall be at no risk or expense to which it would not have been put had this Agreement not been entered into and/or the provision of Specific Fire Services had not been provided.
- (c) To this end, the Township hereby acknowledges and agrees that the City shall retain counsel of its own choice to defend any such any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings as set out herein, and that the City shall have full control over the City's defence and or response to such proceedings, and further, that all costs incurred by the City in the defence and/or response to such proceedings (including

solicitor/client costs on a substantial indemnity scale basis), shall be paid by the Township immediately upon demand by the City as incurred by the City.

## **7. LIMITED LIABILITY AND RELEASE**

The Township hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the Township further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Township or to anyone for whom the Township may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Township or any of the Township's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein.

## **8. TERMINATION**

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least ninety (90) days prior written notice of its intention to terminate.
- (b) Unless terminated earlier or in accordance with Clause a, this Agreement shall terminate on December 31, 2019. If the Township wants to extend the Agreement beyond the said date, the Township shall provide the City ninety (90) days' written notice of its intention to renegotiate a new agreement. The extension of this Agreement (if any) is subject to the successful negotiations of the parties hereto following receipt of this notice and Council approval of both parties.
- (c) In the event the Township fails to make any payment as set out in Clause 2, the City may, at its option and upon thirty (30) days written notice to the Township, terminate this Agreement.
- (d) Paragraphs 2-7 inclusive shall survive the termination or completion of this Agreement.

## **9. INSURANCE**

The Township represents and warrants that it has and shall maintain for the Term of this Agreement, at its own cost and expense, with insurers satisfactory to the City, all the necessary and appropriate insurance that a municipality as defined in the *Municipal Act, 2001* would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million (\$5,000,000.00) Dollars with an Umbrella of Twenty Million (\$20,000,000.00) Dollars in addition to same. The Policy shall insure all claims for damage to property, personal injury or death or any other losses or damages, both direct and indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to or in the connection with this Agreement. The Policy shall name the City as an "Additional Insured". The Township shall provide a Certificate



of Insurance confirming the coverages in place, to the satisfaction of the City's Risk Manager immediately upon execution of this Agreement.

## 10. NOTICE

The City or the Township upon Termination shall provide written notice to the other party of their intention to do so. Notices shall be addressed to the party for whom intended at such party's address herein specified.

### **The City:**

Fire Chief  
 The Corporation of the City of Sault Ste. Marie  
 P.O. Box 580  
 Sault Ste. Marie, Ontario  
 P6A 5N1  
 Email: [p.johnson@cityssm.on.ca](mailto:p.johnson@cityssm.on.ca)

### **The Township:**

CAO/Clerk-Treasurer  
 Township of Prince  
 3042 Second Line West  
 Prince Township, ON  
 P6A 6K4  
 Email: [pgreco@twp.prince.on.ca](mailto:pgreco@twp.prince.on.ca)

In the case of written notice that is mailed, such notice shall be deemed to have been received by the addressee in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the fourth (4<sup>th</sup>) business day, excluding Saturdays, next following the date of mailing. If the notice is sent via email, the notice shall be deemed to be received on the same day that the notice is emailed.

## 11. GENERAL PROVISIONS

- (a) This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.
- (b) This Agreement and Schedule "A" appended hereto constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

- (c) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.
- (d) This Agreement shall ensure the benefit of and be binding upon the respective successors and assigns of the parties hereto.

**IN WITNESS WHEREOF** the part of the first part has hereto affixed its corporate seal attested by the hands of its duty to authorized officers and the parties of the Second part have hereunto set their hands and seals.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

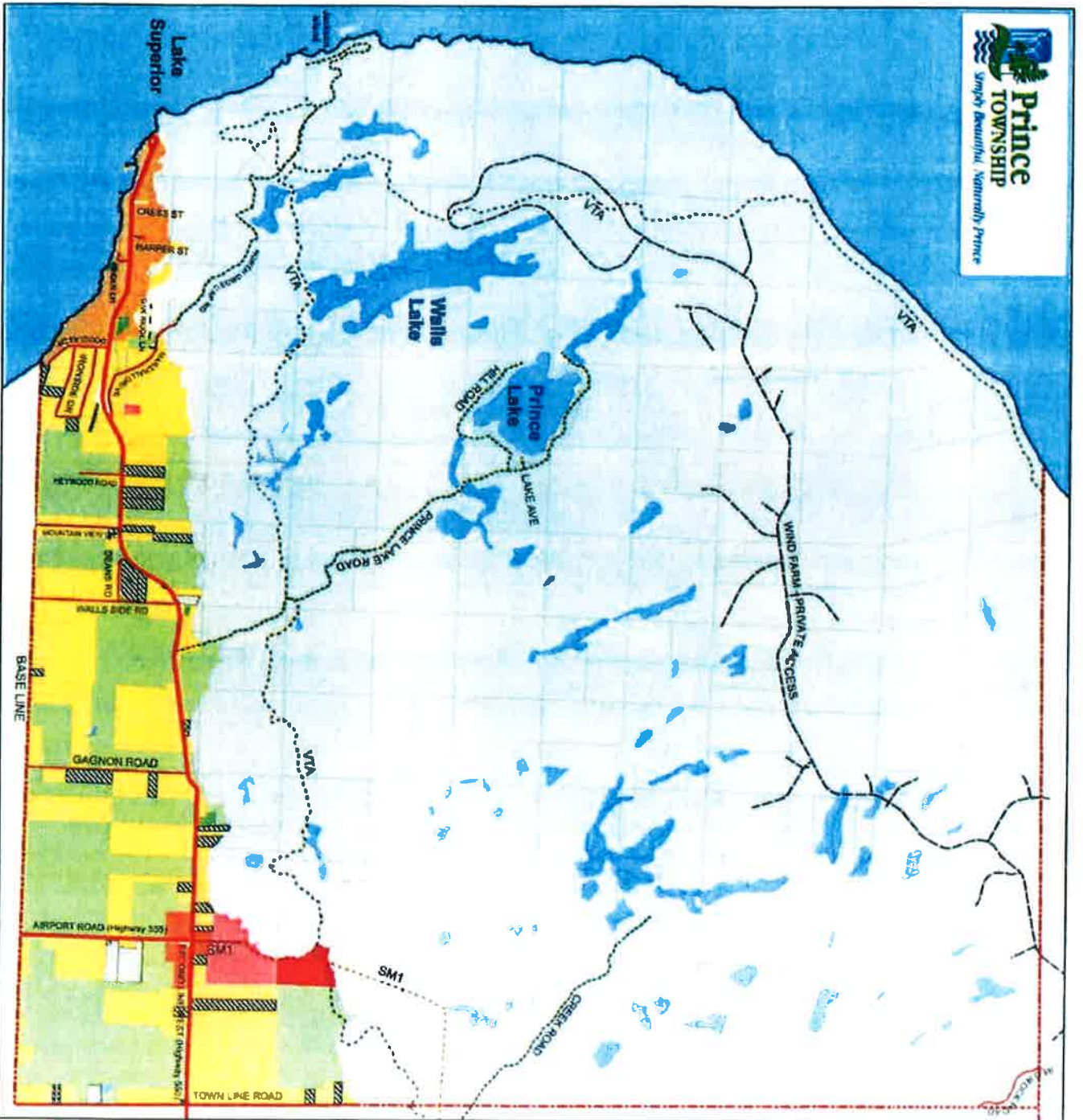
\_\_\_\_\_  
Mayor – Christian Provenzano

\_\_\_\_\_  
City Clerk – Malcom White

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**PRINCE TOWNSHIP**  
Draft Official Plan

**Land Use Schedule 'C'**

**LEGEND**

- Municipal Boundary
- Rural Area - Residential - RR
- Hamlet - H
- Commercial - C
- Industrial - M
- Resource Extraction Area - EXT
- Community Facilities - CF
- Rural Area - RA
- Precambrian Shield - SHIELD
- Required Amendment - RA To CF
- Required Amendment - RA to RR
- Required Amendment - RR To RA

*Planning Advisory Service*  
The Corporation, 10000 Highway 101, Suite 100, Prince Rupert, BC V6N 1A1  
Telephone: (250) 873-2222 Fax: (250) 873-2223

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-59**

**AGREEMENT**: (C3) A by-law to authorize the execution of the Agreement between the City and The Rolling Picture Company outlining the City's Economic Diversification Fund (EDF) contribution to the project to construct a high-end post-production facility that will provide non-client services to clients in large urban areas.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 18, 2019 between the City and The Rolling Picture Company, a copy of which is attached as Schedule "A" hereto. This Agreement outlines the City's Economic Diversification Fund (EDF) contribution to the project to construct a high-end post-production facility that will provide non-client services to clients in large urban areas.

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 18th day of March, 2019.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

**Schedule "A"**

**CITY OF SAULT STE. MARIE FUNDING AGREEMENT**

**THE AGREEMENT** is effective as of the 18<sup>th</sup> day of March, 2019.

**BETWEEN:**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

**(hereinafter referred to as the "City")**

-and-

THE ROLLING PICTURE COMPANY

**(hereinafter referred to as the "Recipient")**

**WHEREAS** the City Council has passed a resolution on December 10, 2018 to contribute funding to the above noted recipient on a one time basis;

**AND WHEREAS** the parties have mutually agreed to the covenant and funding as set out in this Agreement;

**NOW THEREFORE** the parties hereto agree as follows:

**1.0 Term**

The Agreement will commence on the Effective Date and will expire twelve (12) months after:

- i) The completion of the project; or
- ii) Upon the date on which all amounts due to the Recipient by the City under this Agreement, have been paid in full

Whichever is later, unless terminated by the City pursuant to the terms contained herein.

Upon the expiry of the Agreement, the Recipient shall follow the provisions of Section 3.5 of this Agreement.

**2.0 Use of Funds**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time; and
- ii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual eligible costs to the Recipient and applying the City's percentage contribution to eligible costs.

### **3.0 Funds Provided**

Subject to the terms and conditions of the Agreement, The City shall provide Funds to the Recipient in respect to the Project in the amount not exceeding the lesser of:

- i. \$ 100,000
- ii. **10.31%** of the incurred Eligible & Supported Costs of \$970,000 of the Project outlined in Schedule A

The Recipient acknowledges that:

- i. It is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement save and except for Municipal Tax Rebate Programs and City Council approved special grant programs; and
- ii. Any and all amounts owing to the City must be paid in full before the Funds will be released.

### **3.1 Use of Funds**

The Recipient shall use the Funds solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Schedule B and shall carry out the Project in a diligent and professional manner.

### **3.2 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement or upon termination of the Agreement by the City, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

### **3.3 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further installments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **3.4 Accounting Records**

The City retains the right to review or audit the Recipient's accounting records at any time pertaining to the project for the duration of one calendar year following the completion of the project, at any time and the Recipient shall provide full access to any and all such records as requested by the City

### **3.5 Reports**

The Recipient shall:

- i. Submit to the City all reports and documents in accordance with the timelines and content requirements set out in the Reports Schedule C.
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Present to City Council a final report following the completion of the project on a date specified by the City including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

#### **4.0 Procurement**

4.1 The Recipient shall be responsible and accountable for the procurement of goods, services or Assets related to the Project in accordance with the Recipient's written policy.

4.2 The Recipient shall favour a competitive process for the procurement of goods, Assets and services about \$15,000 for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods, services or Assets for the Project to a specific person or entity.

4.3 The Recipient shall maintain for a period of 5 years following the completion of the project, procurement files containing all relevant procurement documentation including, without being limited to, purchase requisitions, tender documents or records of telephone bids, tender evaluations, contracts or purchase orders, invoices, and shipping and receiving documentation.

#### **5.0 Invoice and Payments**

Subject to the terms and conditions of the Agreement, the City shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the maximum funds as set out in paragraph 3.0.

##### **5.1 Payment Procedures**

Payments will be made on the basis of documented invoice for reasonable eligible and supported costs incurred. To initiate reimbursement of Eligible and Supported Costs, the Recipient shall submit:

- i. Copies of vendor invoices, proof of payment, spreadsheet detailing applicable HST rebates, and copies of government funding invoice, such as NOHFC
- ii. A certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement
- iii. A completed electronic funds transfer information form which will enable the City to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer;
- iv. Any other documentation in support of the claim as may be required by the City

5.1.1. The City shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

5.1.2. Subject to the maximum Contribution amounts set forth in subsection 3.0 and all other conditions in this Agreement, the City shall pay to the Recipient the City's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the City's payment practices.

5.1.3. The City may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

5.1.4. The City may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the City.

## **5.2 Final Claim Procedures**

In addition to the requirements set out in subsection 5.1, with respect to the Recipients' final claim for any Eligible and Supported Costs, the Recipient shall submit to the City in scope and detail:

- i. A final statement of total Project costs;
- ii. A statement of the total funding provided from all sources for the Project, including total government funding received;
- iii. A final Activity Report on the Project;
- iv. A final Results Report on the outcomes and impacts of the Project for evaluation purposes; and
- v. A certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported costs incurred and Paid submitted for payment

The Recipient shall submit the final claim for Eligible and Supported Costs no later than six (6) months after the completion date or early termination date of the project. The City shall have no obligation to pay any invoice submitted after that date.

## **6.0 Recognition**

Recognition of the City of Sault Ste. Marie Economic Development Fund contribution to the project is required. The City logo is to be included in project reports and appropriate marketing products.

## **7.0 Insurance**

The Licensee(s) agrees to maintain at all times during the currency of this license hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licensed to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form, shall be filed with the City of Sault Ste. Marie Community Development & Enterprise Services Department on or before March 18, 2019.

## **8.0 Indemnity**

The Recipient hereby agrees to indemnify and hold harmless the City, its respective officers, employees and agents of, from and against all actions, suits, invoice, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death)



occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

## 9.0 Default

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and may result in the immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City. Including but not limited to, each of the following events shall constitute an **"Event of Default"**:

- a.i) If in the opinion of the City, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with the City;
- a.ii) If in the opinion of the City, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of Agreement:
  - a.ii.1.a) Carry out the Project
  - a.ii.1.b) Use or spend Funds; and/or
  - a.ii.1.c) Provide Reports
- a.iii) The nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the City provides the Funds;
- a.iv) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- a.v) If any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- a.vi) The Recipient ceases to operate; or
- a.vii) A Conflict of interest that cannot be resolved to the City's satisfaction, acting reasonable

9.1 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- i) Initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;
- ii) Suspend the payment of Funds for such period as the City determines appropriate;
- iii) Reduce the amount of the Funds;
- iv) Cancel all further payment of Funds;
- v) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by the City shall immediately become due and payable;
- vi) Demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the City, whereupon the amount demanded by the City shall immediately become due and payable;
- vii) Terminate the Agreement, effective immediately, upon giving written Notice to the Recipient; and/or
- viii) Exercise any other rights or remedies available to the City under this Agreement or applicable law.

## 10.0 Termination

The City may, at its sole discretion at any time and for any reason, cancel this Agreement on six (6) months' written notice to the Recipient subject to clause 9.0. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination. Should the City determine that the Recipient is in default pursuant to clause 9.0 the City may terminate this agreement within two (2) weeks written notice.

### **11.0 Notice**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing by registered mail, and emailed in copy, addressed:

In the case of notice to the City of SSM:

Tom Vair  
Deputy CAO, Community Development & Enterprise Services  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Michael Forsey, CEO  
The Rolling Pictures Company  
150 John Street, 2<sup>nd</sup> Floor  
Toronto, ON  
M5V 3E3

### **12.0 General Provisions**

#### **12.1 General Expenses Incurred**

Any charges or expenses incurred by either party in preparation for or as a result of this Agreement or the parties' meetings and communications or any work done hereunder are to the sole account of the party incurring same and to be borne by that party, unless otherwise agreed in writing.

#### **12.2 Applicable Law**

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

#### **12.3 Assignment**

The Recipient shall not assign or transfer this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

**12.4 Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

**13.0 Execution of Agreement**

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: \_\_\_\_\_

Date \_\_\_\_\_

Name and Title \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

Name and Title \_\_\_\_\_

I/we have authority to bind the Corporation.

ROLLING PICTURES COMPANY

By: \_\_\_\_\_

Date \_\_\_\_\_

Name and Title \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

Name and Title \_\_\_\_\_

I/we have authority to bind the Corporation.

## SCHEDULE "A" PROJECT DESCRIPTION

### 1. PROJECT DESCRIPTION

Rolling Picture Post Production Facilities

### 2. THE KEY PERFORMANCE TARGETS ARE:

#### A) Provincial Priorities:

The Project supports economic diversification and job creation in Northern Ontario.

#### B) City of Sault Ste. Marie Priorities:

The expansion of The Rolling Picture Company to Sault Ste. Marie also aligns with the priorities of FutureSSM pillar for Cultural Vitality as well as Economic Growth & Diversity. The opportunity also fits with our strategic objective of attracting more filming and film industry to Sault Ste. Marie. We believe that by having local film infrastructure in place it will help to further Sault Ste. Marie's position as a premier destination for the film industry to do business in the North.

Furthermore, by having additional business establish a presence in the downtown it will assist with downtown revitalization goals and will increase the economic diversification of the community through the addition of a new industry that is not presently active in Sault Ste. Marie.

#### C) Net Job Creation:

Year 1: 4-8

Year 2: 8 -12

Year 5: ~20

#### D) Other Community Development Benefits

The expansion of The Rolling Picture Company to Sault Ste. Marie is a long-term sustainable venture that will not only help support the film and television industry in Sault Ste. Marie, but will benefit the Sault College Film Program through providing internships and jobs in post-production which will help to retain some of the students graduating from this program.

#### E) Project Dates:

a. Commencement Date – March 18, 2019

b. Completion Date – December 31, 2019

## SCHEDULE "B" PROJECT COSTS AND FINANCING

**RECIPIENT'S NAME:** Rolling Pictures Company

**ALLOCATION:** \$100,000

The Recipient acknowledges this payment is related only to Eligible Projects with Eligible Costs

### **ELIGIBLE GRANT EXPENDITURES**

- Building Restoration costs
- Equipment & Sound proofing
- Salaries
- Other related start-up costs

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

\*\* Upon request, the Recipient will provide copies of invoices for other cost categories to monitor overall Project spending and the City's share of eligible and total costs.

## **SCHEDULE "C" REPORTING**

The following documents shall be filed with the Finance Department of the City:

1. Invoice for Eligible and Supported costs incurred in accordance with 5.1
2. Final invoice procedures in accordance with 5.2





**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2019-61**

**AGREEMENT**: (T3) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Public Transit Infrastructure Fund Phase One Project Extension.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 18, 2019 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Public Transit Infrastructure Fund Phase One Project Extension.

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 18<sup>th</sup> day of March, 2019.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

**AMENDING AGREEMENT No. 1  
TO THE PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

This Amending Agreement No. 1 to the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement (this "**Amending Agreement No. 1**") is effective as of the date of signature by the last signing party to this Amending Agreement No. 1.

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario**  
as represented by the Minister of Transportation for the Province of Ontario

(the "**Province**")

- and -

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

(the "**Recipient**")

**BACKGROUND**

The Province and the Recipient entered into the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement effective as of June 12, 2017 (the "**Agreement**").

The Agreement, pursuant to Article 3.0 (Amending the Agreement) of the Agreement, may be amended from time to time on written agreement of the Parties.

The Parties wish to amend the Agreement as set out in this Amending Agreement No. 1.

**IN CONSIDERATION** of the mutual covenants and agreements contained in this Amending Agreement No. 1, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Amending Agreement No. 1, unless defined in section 2 of this Amending Agreement No. 1, have the meanings ascribed to them in the Agreement.

2. **Definition.** In this Amending Agreement No. 1, the following term has the following meaning:

**“Amending Agreement No. 1”** means this Amending Agreement No. 1, including Appendix A and Appendix B attached to this Amending Agreement No. 1.

3. Section A.4.14 of the Agreement is deleted and replaced with the following:

**A.4.14 Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement;
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances; and
- (c) Canada has released the 10% of its funding contribution retained pursuant to section 9.4 (Retention of Contribution) of the Bilateral Agreement to the Province.

4. Schedule “B” (Project Specific Information) of the Agreement is amended by deleting:

- (a) “March 31, 2020”, in the 1st row and 2nd column of the chart, and replacing it with “March 31, 2021”;
- (b) “Municipal Transit Policy Office”, in the 3rd row and 2nd column of the chart, and replacing it with “Strategic Transit Investments Office”; and
- (c) “Manager, Municipal Transit Policy Office”, in the 5th row and 2nd column of the chart, and replacing it with “Manager, Strategic Transit Investments Office”.

5. Sub-schedule “C.1” (Program Funding Request) of the Agreement is deleted and replaced with Sub-schedule “C.1” (Program Funding Request) attached to this Amending Agreement No. 1 as Appendix B.

6. Paragraph D.4.1 (a) (Baseline Data and Results on Progress on Outcomes Template) of the Agreement is amended by deleting the template and replacing it with the revised template in Appendix A to this Amending Agreement No. 1.

7. Section E.2.3 (Scope of Eligible Expenditures) of the Agreement is deleted and replaced with the following:

**E.2.3 Scope of Eligible Expenditures.** Eligible Expenditures are the direct costs which are, in the Province's opinion, properly and reasonably incurred by the Recipient for the Project between April 1, 2016 and March 31, 2020 and Eligible Investments. Eligible Expenditures include only the following:

- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project, excluding the costs identified under Article E.3.0 (Ineligible Expenditures);
- (b) costs of Aboriginal consultation and, where appropriate, accommodation;
- (c) costs of construction carried out in-house by the Recipient; and
- (d) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

8. Paragraph E.3.1 (a) is amended by deleting "March 31, 2019" and replacing it with "March 31, 2020".

9. Paragraph E.3.2 (e) is amended by deleting ";" and adding the following at the end of the paragraph:

, unless used specifically towards the Project and only for the portion of time that they are used to work on the Project;

10. Section J.5.1 (Timing) is amended by deleting "September 1, 2019" and replacing it with "September 1, 2020".

11. Section J.5.2 (No Obligation for Payment) is amended by deleting "September 1, 2019" and replacing it with "September 1, 2020".

12. Section J.7.1 (Holdback) is amended by deleting the last sentence.

13. Section J.8.1 (Final Payment) of the Agreement is deleted and replaced with the following:

J.8.1 **Final Payment.** Subject to paragraph A.4.2 (c) and up to the Maximum Funds, the Province agrees to pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.14 (Retention of Contribution) have been met.

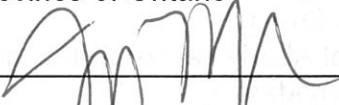
14. Except for the amendments provided for in this Amending Agreement No. 1, all provisions of the Agreement remain in full force and effect.

The Parties have executed this Amending Agreement No. 1 on the dates set out below.

**FEB 19 2019**

Date

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as represented by the Minister of Transportation for the Province of Ontario



Name: Jeff Yurek  
Title: Minister

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Date

Name: Christian Provenzano  
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Malcolm White  
Title: Deputy CAO and City Clerk

I have authority to bind the Recipient.

## APPENDIX A

### BASELINE DATA AND RESULTS ON PROGRESS ON OUTCOMES TEMPLATE

| PTIF Outcome |                                     | PTIF Indicator   | Baseline data                    | This section to be updated at each reporting cycle                     |                        |
|--------------|-------------------------------------|--|----------------------------------|--|------------------------|
|              |                                     |  |                                  | Result   | # of Projects Affected |
|              |                                     |  |                                  | Provide cumulative results on completed projects from start of program |                        |
| 1            | Projects that support modernization | Number of funded transit system projects that have incorporated modern, innovative technology                                | Not applicable, baseline is zero |  |                        |
| 2            |                                     | Number of funded transit system projects that aim at improving the commuters' experience (additional indicator)              | Not applicable, baseline is zero |  |                        |
| 3            | Funded plans are being implemented  | Number of funded plans or studies that led to informed decisions on investments  | Not applicable, baseline is zero |  |                        |
| 4            | Improved rehabilitation             | Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments    |                                  |  |                        |
| 5            |                                     | Percentage of assets that have improved their physical condition rating (as per reporting guidelines) as a result of funding |                                  |  |                        |
| 6            |                                     | Average percentage decrease in unplanned service interruptions per   |                                  |  |                        |

| PTIF Outcome |                         | PTIF Indicator  | Baseline data                    | This section to be updated at each reporting cycle                     |                        |
|--------------|-------------------------|---|----------------------------------|--|------------------------|
|              |                         |   |                                  | Result   | # of Projects Affected |
|              |                         |   |                                  | Provide cumulative results on completed projects from start of program |                        |
|              |                         | month (not related to weather) that can be attributed to funded investments   |                                  |  |                        |
| 7            | Increased safety        | Number of funded transit system projects that have added safety features or equipment                                 | Not applicable, baseline is zero |  |                        |
| 8            |                         | Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments |                                  |  |                        |
| 9            | Increased accessibility | Average increase in the percentage of transit system fleets that are low-floor accessible, as a result of funding     |                                  |  |                        |
| 10           |                         | Number of projects that improve transit system accessibility (additional indicator)                                   | Not applicable, baseline is zero |  |                        |
| 11           | Improved efficiency     | Average Life Cycle Cost of applicable transit system assets after completion of funded investments                    |                                  |  |                        |
| 12           |                         | Average litres of fuel per passenger-kilometre after completion of funded investments                                 |                                  |  |                        |

| PTIF Outcome |                               | PTIF Indicator   | Baseline data                    | This section to be updated at each reporting cycle                     |                        |
|--------------|-------------------------------|--|----------------------------------|--|------------------------|
|              |                               |  |                                  | Result   | # of Projects Affected |
|              |                               |  |                                  | Provide cumulative results on completed projects from start of program |                        |
| 13           |                               | Total estimated cubic-metres of natural gas saved as a result of funded investments                                |                                  |  |                        |
| 14           |                               | Total estimated kilowatt-hours saved as a result of funded investments   |                                  |  |                        |
| 15           | Transit systems are expanding | Total of new passenger-kilometres travelled as a result of funded system expansion projects                        |                                  |  |                        |
| 16           |                               | Total of new passenger trips as a result of the expansion of paratransit services (additional indicator)           |                                  |  |                        |
| 17           |                               | Number of early works projects that lay the foundation for future transit system expansion. (additional indicator) | Not applicable, baseline is zero |  |                        |
| 18           |                               | Number of funded projects that support active transportation (additional indicator)                                |                                  |  |                        |
| 19           | Projects are Incremental      | Total value of capital expenditures for transit projects by PTIF recipient   |                                  |  |                        |



## APPENDIX B SUB-SCHEDULE "C.1" PROGRAM FUNDING REQUEST

| Project Information |                           |                           |  |   |  |  |                |                                    |                                  | Federal Land                          | Financial Information |                       |  |   |   |  | Project Objectives                         |   |                        | Incrementality                        | Risk Assessment                  |  |
|---------------------|---------------------------|---------------------------|--|---|--|--|----------------|------------------------------------|----------------------------------|---------------------------------------|-----------------------|-----------------------|--|---|---|--|--|---|------------------------|---------------------------------------|----------------------------------|--|
| Unique Project ID   | Ultimate Recipient        | Project Location          | Actual Project Site (Civic Address or Geo Coordinates) | Project Title   | Project Description  | Eligible Investments Category  | Project Nature | Forecasted Start Date (YYYY/MM/DD) | Forecasted End Date (YYYY/MM/DD) | Project Located on Federal Land (Y/N) | Total Project Cost    | Total Eligible Cost   | Program Contribution (Eligible Expenditures) | Other Federal Contributions (Eligible Expenditures) | Provincial Contribution (Eligible Expenditures) | Municipal Contribution (Eligible Expenditures) | Other Contribution (Eligible Expenditures) | Increased Capacity or Lifespan of the Asset (Y/N) | Enhanced Service (Y/N) | Improved Environmental Outcomes (Y/N) | Evidence of Incrementality (Y/N) | Risk Factors                                   |
| SSM-001             | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Replace Existing four (4) Parabuses   | The purchase of (4) new Parabuses will allow Sault Transit to retire 4 buses that are well beyond normal operating years in service. This will allow the City to maintain a fleet of specialized vehicles capable of meeting the transportation needs of the community.  | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2017/01/02                         | 2018/03/31                       | N                                     | \$380,000.00          | \$380,000.00          | \$190,000.00                                 | -   | -   | \$190,000.00                                   | -  | Y   | Y                      | Y                                     | Y                                | Council Approval, Production Time for Vehicles |
| SSM-002             | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Purchase and Installation of Surveillance Cameras on Parabus Fleet              | The purchase and installation of surveillance cameras on the Parabus fleet will provide the ability to properly provide incident management, ultimately enhancing passenger and employee safety.   | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | New            | 2017/01/02                         | 2018/03/31                       | N                                     | \$50,000.00           | \$50,000.00           | \$25,000.00                                  | -   | -   | \$25,000.00                                    | -  | Y   | Y                      | N                                     | Y                                | Council Approval                               |
| SSM-003 (Modified)  | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Replace Existing Radio System on Buses and Transit Vehicles                     | Replacement of existing two-way radio systems on transit buses and vehicles from VHF to digital will provide improved communication between transit vehicles and supervisors. This includes 38 vehicles and 18 handheld units.   | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2017/01/02                         | 2018/03/31                       | N                                     | \$38,000.00           | \$38,000.00           | \$19,000.00                                  | -   | -   | \$19,000.00                                    | -  | Y   | Y                      | N                                     | Y                                | Council Approval                               |
| SSM-004             | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Review Conventional Transit System to Identify Opportunities for Route Redesign | Significant quantities of businesses and organizations have moved to the north end of the community, making the downtown core no longer a central hub. Sault Transit will study the possibility of redesigning routes to better meet passenger needs.  | III. Expenditures to support the design and planning for the future expansion and improvements to public transit systems, including transportation demand management measures and studies and pilot projects related to innovative and transformative technologies.  | New Study      | 2017/01/02                         | 2018/03/31                       | N                                     | \$110,000.00          | \$110,000.00          | \$55,000.00                                  | -   | -   | \$55,000.00                                    | -  | Y   | Y                      | Y                                     | Y                                | Council Approval, Time to Complete Project     |
| SSM-005             | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Restoration of Four (4) Sault Transit Pedestrian Shelters                       | Sault Ste. Marie has 75 pedestrian transit shelters. Many are over 30 years in age. Four Shelters require replacement.   | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2017/01/02                         | 2018/03/31                       | N                                     | \$20,000.00           | \$20,000.00           | \$10,000.00                                  | -   | -   | \$10,000.00                                    | -  | Y   | Y                      | Y                                     | Y                                | Delivery of Product                            |
| SSM-006 (New)       | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Replace Existing (2) 40' buses  | The purchase of (2) new 40' buses will allow Sault Transit to retire 2 buses that are well beyond normal operating years in service. This will allow the City to maintain a fleet capable of meeting the transportation needs of the community. Project end date extended to March 31, 2019 as more time is required to finish the project due to late submission of project request.      | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2018/01/03                         | 2020/03/31                       | N                                     | \$1,150,000.00        | \$1,150,000.00        | \$575,000.00                                 | -   | -   | \$575,000.00                                   | -  | Y   | Y                      | Y                                     | Y                                | Council Approval, Production Time for Vehicles |
| SSM-007 (New)       | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Replace Existing Buses  | The purchase of (8) used 40' buses will allow Sault Transit to retire older buses that are well beyond normal operating years in service. This will allow the City to maintain a fleet capable of meeting the transportation needs of the community. Project end date extended to March 31, 2019 as more time is required to finish the project due to late submission of project request. | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2018/01/03                         | 2019/03/31                       | N                                     | \$85,000.00           | \$85,000.00           | \$42,500.00                                  | -   | -   | \$42,500.00                                    | -  | Y   | Y                      | Y                                     | Y                                | Council Approval, Production Time for Vehicles |
| SSM-008 (New)       | Sault Ste. Marie, City of | Sault Ste. Marie, City of | 111 Huron, Sault Ste. Marie, ON, P6A 5P9               | Capital Building Repairs to 111 Huron St.                                       | Capital Building Repairs at 111 Huron Street Transit Garage. Repairs include: HVAC improvements, switching to LED lighting, and replacing 6 exterior overhead doors, roof, and transformers. Project end date extended to March 31, 2019 as more time is required to finish the project due to late submission of project request.   | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | Rehabilitation | 2018/01/03                         | 2020/03/31                       | N                                     | \$1,710,000.00        | \$1,710,000.00        | \$855,000.00                                 | -   | -   | \$855,000.00                                   | -  | Y   | Y                      | Y                                     | Y                                | Council Approval, Production Time for Vehicles |
|                     |                           |                           |  |   |  |  |                |                                    |                                  |                                       | <b>\$3,643,000.00</b> | <b>\$3,643,000.00</b> | <b>\$1,771,500.00</b>                        | <b>\$0.00</b>                                       | <b>\$0.00</b>                                   | <b>\$1,771,500.00</b>                          | <b>\$0.00</b>                              |   |                        |                                       |                                  |  |

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-25

**LOCAL IMPROVEMENT:** (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on McNabb Street from Gladstone Avenue to Great Northern Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

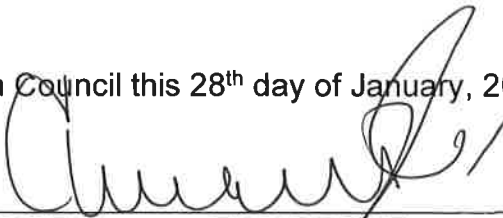
THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31<sup>st</sup> of the current year or in the alternative by ten equal annual installments.
8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.

1. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 28<sup>th</sup> day of January, 2019.



**MAYOR – CHRISTIAN PROVENZANO**



**CITY CLERK – MALCOLM WHITE**  
**Deputy City Clerk - Rachel Tyczinski**

**LOCAL IMPROVEMENT:** (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class “A” pavement on McNabb Street from Gladstone Avenue to Great Northern Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council and passed this 18<sup>th</sup> day of March, 2019.

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MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2019-25 SECTION 3  
REGULATION 586-06 MUNICIPAL ACT  
ENGINEER'S REPORT**

2019 01 28

Nature of Work (Construction of): Sanitary sewer, private drain connection and Class "A" pavement  
On: McNabb Street  
From: Gladstone Avenue  
To: Great Northern Road

Estimated Cost of Work: \$1,170,000.00

Estimated Assessable Abutting Frontage: 322.4m Sanitary Sewer  
366.1m Class "A" Pavement

Estimated Cost to be Borne by Assessable Abutting Property: \$13,786.15 Sanitary Sewer  
\$29,104.70 Class "A" Pavement

Estimated Cost to be Borne by The Corporation: \$1,127,109.15

Special Rate per Metre Frontage: \$30.50 Sanitary Sewer  
\$79.50 Class "A" Pavement

Special Rate per Private Drain Connection: \$304.00

Estimated Interest Rate Term: 4.45%  
10 years

Estimated Annual Rate per Metre Frontage: \$3.85 Sanitary Sewer  
\$10.02 Class "A" Pavement

Estimated Annual Rate per Private Drain Connection: \$38.32

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

Manager of Design & Transportation Engineering  
Attachments

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3

SCHEDULE "A"

BY-LAW 2019-25

| <u>JOB NUMBER</u> | <u>STREET</u> | <u>FROM</u>   | <u>TO</u>      | <u>LENGTH</u> | <u>SIZE</u> | <u># OF P.D.C.</u> | <u>ASSESSABLE FRONTAGE</u> | <u>ESTIMATED COST</u> |
|-------------------|---------------|---------------|----------------|---------------|-------------|--------------------|----------------------------|-----------------------|
| A-2018-5-06       | McNabb St     | Gladstone Ave | Great Northern | 320           | 450mm       | 14                 | 322.4m                     | \$13,786.15           |

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B"

BY-LAW 2019-25

| <u>JOB NUMBER</u> | <u>STREET</u> | <u>FROM</u>   | <u>TO</u>      | <u>LENGTH</u> | <u>WIDTH</u> | <u># OF P.D.C.</u> | <u>ASSESSABLE FRONTAGE</u> | <u>ESTIMATED COST</u> |
|-------------------|---------------|---------------|----------------|---------------|--------------|--------------------|----------------------------|-----------------------|
| A-2018-7-04       | McNabb St     | Gladstone Ave | Great Northern | 320           | 13m          | n/a                | 366.1m                     | \$29,104.70           |