

## AGENDA

### REGULAR MEETING OF CITY COUNCIL

2007 01 29

4:30 P.M.

### COUNCIL CHAMBERS

#### 1. ADOPTION OF MINUTES

Mover - Councillor S. Butland

Seconder - Councillor F. Manzo

Resolved that the Minutes of the Regular Council Meeting of 2007 01 15 and the Special Meeting of 2007 01 22 be approved.

#### 2. QUESTIONS AND INFORMATION ARISING OUT OF MINUTES AND NOT OTHERWISE ON AGENDA

#### 4. DELEGATIONS/PROCLAMATIONS

- (a) Benita Brogno, President Ontario Winter Carnival Bon Soo Board of Directors will be in attendance concerning Proclamation - Bon Soo Winter Carnival 2007.
- (b) Dan Ingram, Area Manager Heart and Stroke Foundation Sault Ste. Marie Office and Bruce Richmond, Sault Ste. Marie Chapter President will be in attendance concerning Proclamation - Heart Month.
- (c) Bruce Caughill, Consulting Engineer/Architect and Ron Gagnon, Interim President and C.E.O. Sault Area Hospital (must leave by 6:00 p.m. and has asked to be dealt with early on the agenda) will be in attendance concerning agenda item 6.(1)(a).
- (d) Lua Turcotte, Chair Sault Youth Council will be in attendance concerning agenda item 6.(1)(b).
- (e) Peter Vaudry, Chair, Sault Ste. Marie Physician Recruitment and Retention Committee will be in attendance concerning agenda item 6.(8)(a).
- (f) Brian Curran, President and C.E.O. PUC Inc. will be in attendance in response to a Council resolution dated 2007 01 15 concerning the 2007 PUC interest payment to the city and concerning agenda item 5(ff).
- (g) Phillip Garforth may be in attendance with an update on the progress/timelines of the Borealis/Gateway Project.

## **PART ONE – CONSENT AGENDA**

5. **COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
- Mover - Councillor S. Butland  
Seconder - Councillor O. Grandinetti
- Resolved that all the items listed under date 2007 01 29 - Part One - Consent Agenda be approved as recommended.
- (a) Correspondence from AMO and OGRA is attached for the information of Council.
  - (b) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from October 1, 2006 to December 31, 2006 is \$369,383.00 is attached for the information of Council.
  - (c) A letter from the Northeastern Ontario Recreation Association concerning the election of Lori Ballstadt, Assistant Manager of Recreation and Culture to the Association's Board of Directors is attached for the information of Council.
  - (d) A letter from the consultant for MTO concerning public notice of a Transportation Environmental Study report addendum for the realignment of Highway 17 in the vicinity of Montreal River Harbour is attached for the information of Council.
  - (e) A letter from the Minister of Public Infrastructure Renewal concerning congratulations to Mayor Rowswell on re-election and working with Council on the infrastructure needs of our city is attached for the information of Council.
  - (f) A copy of the Outstanding Council Resolutions List dated 2007 10 15 is attached for the information of Council.
  - (g) **Council Travel**

Mover - Councillor J. Caicco  
Seconder - Councillor F. Manzo

Resolved that Councillor Lou Turco be authorized to travel to (1) a FONOM meeting being held in North Bay (two days in February) at no cost to the city; and (2) an AMO Executive MOU meeting being held in Toronto (two days in February) at a cost of \$300.00 to the City.
  - (h) **Staff Travel Requests**

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

5. (h) Mover - Councillor J. Caicco  
Seconder - Councillor O. Grandinetti  
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2007 01 29 be approved as requested.

(i) **Firefighters' Protective Turnout Clothing**  
A report of the Manager of Purchasing is attached for the consideration of Council.

Mover - Councillor S. Butland  
Seconder - Councillor F. Manzo

Resolved that the report of the Manager of Purchasing dated 2007 01 29 be endorsed and that the quotation for the supply and delivery of Firefighters' Protective Turnout Clothing, required by Fire Services, be accepted as recommended.

(j) **Property Tax Appeals**  
A report of the City Tax Collector is attached for the consideration of Council.

Mover - Councillor S. Butland  
Seconder - Councillor O. Grandinetti

Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for tax accounts outlined on the City Tax Collector's report Of 2007 01 29 be approved and the tax records be amended accordingly.

(k) **Vacant Unit Tax Rebate Program - Commercial and Industrial Properties**  
A report of the City Tax Collector is attached for the consideration of Council.

Mover - Councillor J. Caicco  
Seconder - Councillor F. Manzo

Resolved that pursuant to Section 364 of the Municipal Act, 2001, the adjustments, under the vacant unit tax rebate program, for tax accounts outlined on the City Tax Collector's report Of 2007 01 29 be approved and the tax records be amended accordingly.

(l) **Purchase of a New Financial Information System**  
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. The relevant By-laws 2007-25 and 2007-26 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (l) Mover - Councillor J. Caicco  
Seconder - Councillor O. Grandinetti  
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 01 29 concerning Purchase of New Financial Information System be accepted and the recommendation that Council approve the purchase of a Financial information System as proposed by Diamond Municipal Solutions and that funding in the amount of \$1,200,000.00 be provided as follows: \$359,320.00 from the Computer Software Reserve; \$150,000.00 from the Electronic Office Equipment Reserve; and an allocation of \$173,000.00 for 4 years (2007 - 2010) from the Capital for Current allocations, be approved.

(m) **Personal Computer Workstation Upgrade**  
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Mover - Councillor S. Butland  
Seconder - Councillor F. Manzo

Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 01 29 concerning Personal Computer Workstation Upgrade be accepted and the recommendation that IT be authorized to proceed immediately with the purchase of 60 personal computer workstations and the memory upgrade of 100 personal computer workstations at a cost of \$89,000.00 with funding to come from the Information Technology operating budget be approved:

(n) **City Credit Rating**  
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Mover - Councillor S. Butland  
Seconder - Councillor O. Grandinetti

Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 01 29 concerning City Credit Rating be accepted as information.

(o) **Ontario Disability Support Program Funding Freeze**  
A report of the Commissioner of Social Services is attached for the consideration of Council.

Mover - Councillor J. Caicco  
Seconder - Councillor F. Manzo

Whereas Premier McGuinty announced that the province and AMO would be undertaking a provincial municipal fiscal service review over the next two years to review the fiscal and service imbalance between the province and the municipal sector; and

5. (o) Whereas the Ontario Disability Support Program is a provincial administered program that bills the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) 20% for the cost of benefits and 50% for the costs of administration; and  
Whereas the costs over the last seven years for the ODSP program have increased significantly since the funding for this program was devolved; and  
Whereas the city of Sault Ste. Marie as the largest municipal contributor to the District of Sault Ste. Marie Social Services Administration Board bears the largest part of the municipal costs of the ODSP program; and  
Whereas the city of Sault Ste. Marie is not receiving its full entitlement from the OMPF fund (2007) due to a phase-in requirement from the Ministry of Finance;  
Now therefore be it resolved that the city of Sault Ste. Marie supports the position of the Northern Ontario Service Deliverers Association in their petition to the Minister of Community and Social Services (letter dated December 22, 2006) to freeze the cost of administration and benefits for the ODSP program at 2006 levels for 2007 and 2008 until such time as the provincial municipal fiscal service review is complete and further that a copy of this resolution be forwarded to Northern municipalities for support.

(p) **Contract Renewal - Group Health Centre Employee Assistance Program (EAP)**

A report of the Commissioner of Human Resources is attached for the consideration of Council. The relevant By-law 2007-28 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(q) **Feasibility Study - Snow Tube Park**

A report of the Assistant Manager, Recreation and Culture is attached for the consideration of Council. This is in response to a Council resolution dated 2006 03 07.

Mover - Councillor J. Caicco  
Seconder - Councillor O. Grandinetti

Resolved that the report of the Assistant Manager, Recreation and Culture dated 2007 01 29 concerning Feasibility Study - Snow Tube Park be accepted as information.

(r) **34 Wellington Street West - Property Standards**

A report of the Chief Building Official/Property Standards Officer is attached for the consideration of Council.

5. (r) Mover - Councillor S. Butland  
Seconder - Councillor F. Manzo  
Resolved that the report of the Chief Building Official/Property Standards Officer dated 2007 01 29 concerning Civic No. 34 Wellington Street West be accepted and the recommendation that the Corporation hire the forces necessary to remove garbage bags, debris and derelict vehicles from the property adding the costs of this action to the taxes of the subject property be approved.
- (s) **Engineering Services - Lyons Avenue Resurfacing**  
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2007-22 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (t) **Engineering Services - Biannual Bridge Inspections**  
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2007-21 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (u) **Ontario Municipal Board Hearing - Zoning By-laws 2004-206 and 2004-207 - 32 Powley Road and 626 Fifth Line East - Lofstrom**  
A report of the Assistant City Solicitor is attached for the consideration of Council.  
  
Mover - Councillor S. Butland  
Seconder - Councillor O. Grandinetti  
Resolved that the report of the Assistant City Solicitor dated 2007 01 29 concerning Ontario Municipal Board Hearing - Zoning By-law 2004-206 and 2004-207 - 32 Powley Road and 626 Fifth Line East - Lofstrom be accepted as information.
- (v) **Ontario Municipal Board Hearing - Zoning By-law 2006-178 - 73 Northern Avenue (Giulietti) - Plumbing Supply Store**  
A report of the City Solicitor is attached for the consideration of Council.  
  
Mover - Councillor J. Caicco  
Seconder - Councillor F. Manzo  
Resolved that the report of the City Solicitor dated 2007 01 29 concerning Ontario Municipal Board Hearing - Zoning By-law 2006-178 - 73 Northern Avenue (Giulietti) - Plumbing Supply Store be accepted as information.
- (w) **Lease Agreements - Brody's Sports Bar and Grill and the Pro Shop - John Rhodes Community Centre**  
A report of the City Solicitor is attached for the consideration of Council.

5. (w) Mover - Councillor J. Caicco  
Seconder - Councillor O. Grandinetti  
Resolved that the report of the City Solicitor dated 2007 01 29 recommending that Brody's Sports Bar and Grill and the Pro Shop be released from the requirement of having to provide a letter of credit as outlined in clause 4 (a) (xiv) of their respective leases be approved.
- (x) **Friends of the St. Mary's River Request to Install a Sign at Bellevue Park**  
A report of the City Solicitor is attached for the consideration of Council.  
  
Mover - Councillor S. Butland  
Seconder - Councillor F. Manzo  
Resolved that the report of the City Solicitor dated 2007 01 29 be accepted and that the Friends of the St. Mary's River be authorized to install a sign at Bellevue Park at a specific site to be determined in discussions with the Parks Division be approved.
- (y) **Replacement Deed - 76 Victoria Street**  
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-27 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (z) **Lease Agreement - 276 Wellington Street East - Randall Paul Deresti**  
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-16 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (aa) **Proposed Closure and Conveyance of Portion of Black Road**  
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-30 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (bb) **Lease - Bell Mobility - Cathcart and West Streets - Tower and Equipment Shelter**  
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-24 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (cc) **Revised Borealis Project Concept Plan**  
A report of the Planning Division is attached for the consideration of Council.

5. (cc) Mover - Councillor S. Butland  
Seconder - Councillor O. Grandinetti  
Resolved that the report of the Planning Division dated 2007 01 29 concerning the Revised Borealis Project Concept Plan be accepted and the Planning Director's recommendation that City Council accept this report as information be endorsed.
- (dd) **Signalized Pedestrian Crossing on Northern Avenue**  
A report of the Deputy Commissioner of Public Works and Transportation is attached for the consideration of Council. This is in response to a Council resolution dated 2006 10 16.  
  
Mover - Councillor J. Caicco  
Seconder - Councillor F. Manzo  
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2007 01 29 concerning Signalized Pedestrian Crossing on Northern Avenue be accepted and the recommendation that Council approve the installation of a signalized pedestrian crossing on Northern Avenue in the vicinity of the Pee Wee Arena and Zellers Plaza at an estimated cost of \$175,000.00 subject to approval as a 2007 supplementary budget item be approved.
- (ee) **Spring Clean-Up**  
A report of the Commissioner of Public Works and Transportation is attached for the consideration of Council. This is in response to a Council resolution dated 2007 01 15.  
  
Mover - Councillor J. Caicco  
Seconder - Councillor O. Grandinetti  
Resolved that the report of the Commissioner of Public Works and Transportation dated 2007 01 29 concerning Spring Clean-up be accepted as information.
- (ff) **Winter Maintenance of Red Rock Road (Maki Road) Agreement With Brookfield Power**  
A report of the Commissioner of Public Works and Transportation is attached for the consideration of Council. The relevant By-law 2007-19 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (gg) **PUC Inc. 2006 Fourth Quarter Shareholder Report**  
A report of the President and C.E.O., PUC Inc. is attached for the consideration of Council.

5. (gg) Mover - Councillor S. Butland  
Seconder - Councillor F. Manzo  
Resolved that the report of the President and C.E.O., PUC Inc. dated 2007 01 23 concerning PUC Inc. 2006 Fourth Quarter Shareholder Report be accepted as information.

## **PART TWO – REGULAR AGENDA**

### **6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**

#### **6. (1) ADMINISTRATIVE**

##### **(a) Development of the Former MTO Site for an Emergency Response Centre**

A report of the Chief Administrative Officer, a report of the Fire Chief and a report of the C.E.O., Economic Development Corporation are attached for the consideration of Council.

Note: Also attached is a memo to Council from Mayor Rowswell dated 2007 01 23 for the information of Council and the reports of the Fire Chief and the Commissioner of Finance that were on the December 11, 2006 agenda. [These reports were 'officially read not dealt with' and a deferral motion was carried.] The relevant By-law 2007-29 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

Mover - Councillor S. Butland  
Seconder - Councillor O. Grandinetti

Resolved that the report of the Chief Administrative Officer dated 2007 01 29 concerning Development of the MTO Site for an Emergency Response Centre be accepted and the recommendations that

1. staff be authorized to proceed with the project to finally provide that much anticipated and much needed permanent accommodation for the City's integrated Fire/EMS operations;
2. Council authorize the City to enter into an agreement with the Sault Area Hospital and execute the MOU which has been prepared, thereby allowing for the creation of the new consolidated regional Emergency Response Centre;
3. the City Solicitor be authorized to prepare a long-term lease for the rental of approximately 3,800 square feet of space in the renovated building to Sault Area Hospital at market rent;
4. Council approve the recommendations contained in the revised funding proposal of the Commissioner of Finance as set out in his report of December 11, 2006, subject to any amounts being secured successfully from NOHFC and/or FedNor being used to reduce the City's share; and
5. Council authorize staff to proceed to the next steps with funding applications to NOHFC and FedNor for assistance with this project be approved.

6. (1)
- (a) Mover - Councillor S. Butland  
Seconder - Councillor O. Grandinetti  
Resolved that the report of the Fire Chief dated 2007 01 29 concerning Development of the Former MTO Site as an Emergency Response Centre be accepted and the recommendations that Council authorize staff to continue to retain Bruce Caughill, Consulting Engineer/Architect to complete the necessary design work and further that an immediate call for tenders for this project be approved.
- Mover - Councillor S. Butland  
Seconder - Councillor O. Grandinetti  
Resolved that the report of the C.E.O., Economic Development Corporation dated 2007 01 29 concerning Resolution from Council to Sault Ste. Marie Economic Development Corporation on MTO Property be accepted as information.
- (b) **Youth Strategy Officer Information Update**  
A report of the Social Services Department is attached for the consideration of Council. Also attached is a letter from the Sault Youth Opportunities Task Force concerning this item.
- Mover - Councillor T. Sheehan  
Seconder - Councillor S. Myers  
Resolved that the report of the Social Services Department dated 2007 01 29 concerning Youth Strategy Officer Information Update be accepted and the recommendation that Council consider funding for a long term employment commitment by creating a municipal position of Youth Strategy Officer BE REFERRED to the 2007 Budget Deliberations.
- (c) **Joint Accessibility Plan 2007**  
A report of the Municipal Accessibility Plan Coordinator is attached for the consideration of Council. The Joint Accessibility Plan (Year 4) January 2007 to December 2007 is attached under separate cover. Note: The Municipal Accessibility Plan Coordinator and the Accessibility Advisory Committee Chair will be in attendance to provide an overview of the Plan.
- Mover - Councillor S. Butland  
Seconder - Councillor F. Manzo  
Resolved that the report of the Municipal Accessibility Plan Coordinator on behalf of the Accessibility Advisory Committee concerning the annual Joint Accessibility Plan - Corporation of the City of Sault Ste. Marie and Transit Services (Year 4) January 2007 to December 2007 be accepted as information and the recommendations contained therein be approved in principle subject to the 2007 budget deliberations be approved.

6. (1)  
(d) **Update on Homelessness Initiative in Sault Ste. Marie**  
A report of the Community Coordinator, Social Services Department is appended under separate cover. Note: The Community Coordinator will be in attendance to provide an overview of the report.
- Mover - Councillor S. Butland  
Seconder - Councillor O. Grandinetti
- Whereas the provision of and access to adequate housing is a fundamental human right according to paragraph 25 (1) of the United Nations Universal Declaration of Human Rights; and
- Whereas in 1976 Canada signed the International Covenant to Economic, Social and Cultural Rights, a legally binding treaty, committing Canada to make progress on fully realizing all economic, social and cultural rights, including the right to adequate housing; and
- Whereas the enjoyment of other human rights, such as those privacy, to respect for the home, to freedom of movement, to freedom from discrimination, to environmental health, to security of the person, to freedom of association, and to the equal protection and benefit of the law are indivisible from and indispensable to the realization of the right to adequate housing; and
- Whereas the United Nations Committee has been highly critical of Canada's failure to make progress in guaranteeing the right to adequate housing for all Canadians , in light of Canada's relative affluence, a criticism made most recently in its concluding observations of December 10, 1998; and
- Whereas the United Nations Committee issued a specific recommendation that Canada implement a national strategy aimed at reducing homelessness and poverty; and
- Whereas Canada's wealth and national budget are more than adequate to ensure that every woman, child and man residing in Canada has secure, adequate, accessible and affordable housing as part of standard of living that will provide healthy, physical, intellectual, emotional, spiritual and social development and a good quality of life; and
- Whereas achievement of improved housing conditions is best realized through co-operative partnerships of government and civil society and the meaningful involvement of local communities; and
- Whereas the federally funded Supporting Communities Partnership Initiative (SCPI), Urban Aboriginal Homelessness Initiative (UAHI) and Regional Homelessness Funds (RHF) are centrepieces of a national program implemented by the previous government to reduce and alleviate homelessness; and
- Whereas SCPI, UAH, and RHF funding has enabled the City of Sault Ste. Marie to invest in the creation of needed youth and men's shelter, and implement innovative programs and services to help people who are homeless or at risk of homelessness, to move forward in their lives; and

6. (1) (d) Whereas the issue of homelessness continues to exist in Sault Ste. Marie and other communities across Canada and require dedicated, long-term, flexible resources;  
Therefore be it resolved that the report from the Community Coordinator, Social Services Department be accepted as information and Council request the Federal Government, specifically the Prime Minister of Canada, the Minister of Finance, and the Minister of Human Resources and Social Development to secure ongoing, long-term funding to address the homeless and those at risk of homelessness at minimum current funding levels communities have received in the past through Supporting Communities Partnership Initiative, Regional Homelessness Funds and Urban Aboriginal Homelessness Initiative be approved.

6. (6) **PLANNING**

- (a) **Application No. 57T-06-503 - Windsor Farms Subdivision Limited - 434 Old Garden River Road - Request in Order to Permit the Development of an 88 Lot Single Detached Residential Subdivision**

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

Mover - Councillor J. Caicco  
Seconder - Councillor F. Manzo

Resolved that the report of the Planning Division dated 2007 01 29 concerning Application No. 57T-06-503 - Windsor Farms Subdivision Limited be accepted and the Planning Director's recommendation that City Council approve the Draft Plan of Subdivision for the proposed Windsor Farms Subdivision, subject to the 22 conditions contained in the report be endorsed.

6. (8) **BOARDS AND COMMITTEES**

- (a) **Physician Recruitment Committee - Two Community Focus Group Reports on Health Care**

A report of the Chair, Sault Ste. Marie Physician Recruitment and Retention Committee is attached for the consideration of Council. The reports entitled 'A Report on a Series of Focus Groups on Retention' and 'A Summary Report on the Future of Accessing Health Care in Sault Ste. Marie' are appended under separate cover.

Mover - Councillor J. Caicco  
Seconder - Councillor O. Grandinetti

Resolved that the reports of the Physician Recruitment Committee concerning two focus group reports on health care be accepted as information and the recommendations contained therein be endorsed; and

6. (8)  
(a) Further resolved that City Council expresses its sincere appreciation to Peter Vaudry for his years of hard work and diligence as Chair of the Physician Recruitment Committee since its inception and over the last five years.

(b) **Science Enterprise Algoma (seA) Application to the EDF 2006**  
A report of the CEO, Economic Development Corporation is attached for the consideration of Council.

Mover - Councillor S. Butland  
Seconder - Councillor F. Manzo

Resolved that the report of the CEO, Economic Development Corporation dated 2007 01 29 concerning Science Enterprise Algoma (seA) Application to the EDF fund be accepted and the recommendation that:

1. \$60,000 from the EDF fund be approved for seA (through the SSMEDC that directly supports the allocation of funds to three projects - Alien Invasive Species Centre (\$10,000.00); NOCI Bi Products Sector Specialist (\$25,000.00); and the Centre of Excellence for Forestry Innovation - Natural Products Centre (\$25,000.00); and
2. that seA provide a quarterly report outlining their results and providing the financial accounting pertaining to the three projects; and
3. that seA and NOCI provide recognition to the City of Sault Ste. Marie for its financial contributions via promotion and marketing material, be approved.

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

(a) Mover - Councillor B. Hayes  
Seconder - Councillor T. Sheehan  
Whereas councillors are forced to miss meetings from time to time for a multitude of reasons including illness, work or other City Council related business; and  
Whereas the absenteeism documented in the Minutes does not include the reason for the absenteeism;  
Now therefore be it resolved that the City Clerk be asked to record in the minutes following a Council meeting that a councilor is absent from, the reason for the absence if requested by an individual councilor.

(b) Mover - Councillor T. Sheehan  
Seconder - Councillor S. Myers  
Whereas the City of Sault Ste. Marie will be represented at a very prestigious national sporting event by Ryan Harnden's rink from the Soo Curlers Association who recently captured the Northern Ontario Junior Men's Curling Championship;

7. (b) Now therefore be it resolved that Ryan Harnden, Clint Cudmore, Johnny Miners and Steve Molodovich be congratulated on behalf of the City of Sault Ste. Marie by City Council on advancing to the national championships in St. Catherines February 3 to 10 and that they are wished the best of luck.

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

9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

10. **CONSIDERATION AND PASSING OF BY-LAWS**

By-laws before Council for THREE readings which do not require more than a simple majority.

**AGREEMENTS**

- (a) 2007-16 A by-law to renew the lease between the City and Paul Deresti concerning the car lot and office at 276 Wellington Street East.  
A report from the City Solicitor is on the agenda.
- (b) 2007-19 A by-law to authorize an agreement between the City and Brookfield Power Wind Prince L.P. for the provision of year round maintenance to the portion of Maki Road north of Allard Lake to the City boundary.  
A report from the Commissioner of Public Works and Transportation is on the agenda.
- (c) 2007-21 A by-law to authorize an agreement between the City and M.R. Wright and Associates Co. Ltd. to complete a Biannual Municipal Bridge Inspections and Report for bridges in the City of Sault Ste. Marie.  
A report from the Director of Engineering Services is on the agenda.
- (d) 2007-22 A by-law to authorize an agreement between the City and Elliott Engineering Inc. for engineering services for the resurfacing of Lyon's Avenue and improvements to the Lyon's Wellington intersection.  
A report from the Director of Engineering Services is on the agenda.

10. (e) 2007-24 A by-law to authorize a lease agreement between the City and Bell Mobility to allow Bell to erect a tower and equipment shelter at the northwest corner of Cathcart and West Streets.  
A report from the City Solicitor is on the agenda.
- (f) 2007-28 A by-law to authorize an agreement between the City and the Sault Ste. Marie and District Group Health Association for the provision of Employee Assistance Services.  
A report from the Commissioner of Human Resources is on the agenda.
- (g) 2007-29 A by-law to authorize a Memorandum of Understanding between the City and Sault Area Hospital for funding toward the relocation of the Central Ambulance Communications Centre.  
A report from the Chief Administrative Officer is on the agenda.

#### DEEDS

- (h) 2007-27 A by-law to authorize a replacement deed in favour of Judy Coutts for lots 163 and 164, Hamilton Subdivision, Plan 58. (76 Victoria Street).  
A report from the City Solicitor is on the agenda.

#### FINANCE

- (i) 2007-25 A by-law to authorize the purchase of a Financial Information System as proposed by Diamond Municipal Solutions.  
(j) 2007-26 A by-law to authorize the licensing, implementation and support for software from Avanti Software Inc. for the purpose of payroll processing and human resource administration.  
A report from the Commissioner of Finance/Treasurer is on the agenda.

#### ZONING

- (k) 2007-23 A by-law to amend Sault Ste. Marie Zoning By-law 2005-151 concerning lands located at 104 Albert Street West.

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

**STREET CLOSING**

- (l) 2007-30 A by-law to stop up, close and authorize the conveyance of a portion of the Black Road road allowance to the owner of 498 Black Road.

A report from the City Solicitor is on the agenda.

**LOCAL IMPROVEMENTS**

- (m) 2007-18 A by-law to authorize the construction of a concrete sidewalk on Queen Street East from Dacey Road to Queensgate Boulevard under Section 3 of the Municipal Act, 2001, Ontario Regulation 119/03.

A report from the Commissioner of Engineering/Planning is attached to the by-law.

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

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Mover - Councillor J. Caicco

Seconder - Councillor F. Manzo

Resolved that this Council shall now adjourn.

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**MAYOR**

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**CLERK**

**MINUTES**

**REGULAR MEETING OF CITY COUNCIL**

**2007 01 15**

**4:30 P.M.**

**COUNCIL CHAMBERS**

**PRESENT:** Mayor J. Rowswell, Councillors J. Caicco, L. Turco, B. Hayes, D. Celetti, O. Grandinetti, S. Myers, L. Tridico, F. Fata, T. Sheehan, S. Butland, F. Manzo, P. Mick

**OFFICIALS:** J. Fratesi, D. Irving, L. Bottos, P. McAuley, N. Apostle, B. Freiburger, D. McConnell, S. Turco, J. Dolcetti, B. Strapp, D. Elliott, D. Scott

**1. ADOPTION OF MINUTES**

Moved by Councillor J. Caicco

Seconded by Councillor F. Manzo

Resolved that the Minutes of the Regular Council Meeting of 2006 12 11 be approved. CARRIED.

**2. QUESTIONS AND INFORMATION ARISING OUT OF  
MINUTES AND NOT OTHERWISE ON AGENDA**

**4. DELEGATIONS/PROCLAMATIONS**

- (a) Ted Koski, Alzheimers Volunteer and Family Caregiver was in attendance concerning Proclamation - National Alzheimers Awareness Month.
- (b) Joyce Ferguson-Mowat, Public Health Inspector was in attendance concerning Proclamation - Environmental Public Health Week.
- (c) Constable Doug Rix was in attendance concerning Proclamation - Crime Stoppers Month.
- (d) Jennifer Parrella, Early Literacy Specialist was in attendance concerning Proclamation - Family Literacy Day.
- (e) Viggio Lundhild, General Manager Sault Hyrdo Operations, Brookfield Power was in attendance regarding a special announcement to Council.

4. (e) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Whereas the City's boardwalk has been a symbol on our revitalized waterfront and a source of pride for both local residents and visitors to our community; and  
Whereas the extension and enhancement of the boardwalk has been an ongoing public and political priority; and  
Whereas a major demonstration wetland feature has been proposed as part of the boardwalk construction currently underway; and  
Whereas this feature will significantly contribute to a better understanding of the importance of wetlands in maintaining the natural environment; and  
Whereas Brookfield Power has made a very substantial contribution to allow this interesting and educational feature to be constructed;  
Now therefore be it resolved that City Council expresses its sincerest and most heartfelt appreciation to Brookfield Power for their support of this sustainable development initiative as part of our community's waterfront. CARRIED.
- (f) Winners of the 2006 Christmas Lighting Awards Program and Randy Johnson, P.U.C. were in attendance to receive plaques and PUC credit certificates.
- (g) John Woods, Project Manager Bell Mobility and Doug Slomke, Industry Canada were in attendance to address Council in response to a September 25, 2006 Council resolution concerning cell phone towers.  
  
Moved by Councillor L. Turco  
Seconded by Councillor P. Mick  
Resolved that City Council concurs with the location selected by Bell Mobility for the telecommunication facility known as cell site #1890 to be located at Cathcart and West Streets; and  
Further resolved that City Council concurs with the location selected by Bell Mobility for the telecommunication facility known as cell #1892 to be located at the Sault Ste. Marie Golf Club. CARRIED.
- (h) Donalyn and Larry Rudnicki were in attendance concerning agenda item 6.(6)(a).
- (i) Richard Palarchio was in attendance concerning agenda item 6.(6)(b).
- (j) Ann Marie McPhee, on behalf of the Accessibility Advisory Committee was in attendance concerning agenda item 6.(8)(a).
- (k) Bill Therriault on behalf of Destiny Sault Ste. Marie was in attendance concerning agenda items 6.(8)(b).
- (l) Bill Therriault on behalf of Destiny Sault Ste. Marie and a representative of the Study Consultant were in attendance concerning agenda items 6.(8)(c).

4. (m) Wayne Barbeau was in attendance concerning agenda items 7.(e).

## **PART ONE – CONSENT AGENDA**

### **COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**

Moved by Councillor J. Caiocco

Seconded by Councillor O. Grandinetti

Resolved that all the items listed under date 2007 01 15 - Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) The letter from the Airport Manager, Sault Ste. Marie Airport Development Corporation requesting an exemption to the Noise By-law for events at the Airport Fairgrounds for the winter season was accepted by Council. The relevant By-law 2007-9 is listed under Item 10 of the Minutes.
- (b) The letter from the Airport Manager, Sault Ste. Marie Airport Development Corporation concerning its Emergency Response Plan was received by Council.

Moved by Councillor S. Butland

Seconded by Councillor F. Manzo

Resolved that the letter from the Airport Manager, Sault Ste. Marie Airport Development Corporation dated 2006 12 20 concerning the Airport Emergency Response Measures be accepted as information and REFERRED to the City Solicitor and Fire Chief for review, comments and recommendation back to City Council; and that the Airport Manager be requested to attend the Council meeting when this matter is scheduled. CARRIED.

- (c) The letter from Ontario Winter Carnival Bon Soo requesting temporary street closings on Foster Drive and Shore Drive in conjunction with the 2007 Winter Carnival was accepted by Council. The relevant By-law 2007-8 is listed under Item 10 of the Minutes.
- (d) Correspondence from AMO and OGRA was received by Council.
- (e) The letter from the federal Minister of Finance in response to a Council resolution (concerning the GST Visitor Rebate Program); letters from Tony Martin, M.P. (concerning support for the reinstatement of the GST Tourism Rebate Program and needed capital improvements at the Sault Canada National Historic Site); the letter from FCM (concerning congratulations to Mayor Rowswell on re-election and working with municipalities in the years ahead); and the News Release from the Ministry of Public Infrastructure Renewal (concerning Province expands loan program to municipalities and universities) were received by Council.

5. (f) The letter from the Chair, MPAC Board of Directors concerning an overview of MPAC's current and planned activities was received by Council.
- (g) The letter concerning the commencement of a study by MTO to investigate options for four-laning Highway 17 from Black Road at Second Line East to the east boundary of the city at Highway 17 (new) through Batchewana First Nation was received by Council.

(h) **Appointments to Boards and Committees**

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that all the resolutions under date 2007 01 15 listed under Agenda item 5.(h) 1-48 inclusive are hereby approved. CARRIED.

- (1) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo

Resolved that Councillors L. Tridico and F. Fata be appointed to the Algoma Council on Domestic Violence from January 15, 2007 to December 31, 2007. CARRIED.

- (2) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti

Resolved that Councillors O. Grandinetti and F. Manzo be appointed to the Algoma District Municipal Association from January 15, 2007 to December 31, 2007. CARRIED.

- (3) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo

Resolved that Councillor S. Myers and citizens Guido Caputo and Joe LaRue be appointed to the Algoma Health Unit from January 15, 2007 to December 31, 2007. CARRIED.

- (4) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti

Resolved that Councillor J. Caicco be appointed to the Algoma University College Board of Governors from January 15, 2007 to December 31, 2007. CARRIED.

- (5) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti

Resolved that Councillor L. Turco be appointed to the Celebrating International Friendship Committee – Bridgewalk Group from January 15, 2007 to December 31, 2007. CARRIED.

5. (h)
- (6) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Councillor J. Caicco be appointed to the Chamber of Commerce Board of Directors from January 15, 2007 to December 31, 2007. CARRIED.
- (7) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that Councillor L. Tridico be appointed to the Children's Aid Society from January 15, 2007 to December 31, 2007. CARRIED.
- (8) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that Councillors F. Manzo, O. Grandinetti, F. Fata and L. Tridico and citizens Irene Oktaba, Jean Wyatt and Duane and Theresa Jones be appointed to the Christmas Lighting Award Program Judging Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (9) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that citizens Marchy Bruni, Frank DelBosco, Robert Dumanski, Art Gualazzi and Michael Sanzosti be appointed to the Committee of Adjustment from January 15, 2007 to December 31, 2010. CARRIED.
- (10) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Mayor J. Rowswell, Councillors T. Sheehan and D. Celetti, the Chief Administrative Officer and citizens Liliana Arrua and Susan Milne be appointed to the Community Medical Manpower Recruitment Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (11) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that Deputy City Clerk and Manager of Quality Improvement (Malcolm White) be appointed to the CQI - Community Performance Report Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (12) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that citizens Karen Montgomery-Jones, Loretta Durat and Fred Pelletier be appointed to the Community Theatre Centre Management Board from January 15, 2007 to December 31, 2007. CARRIED.

5. (h)
- (13) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that citizen Carlo Barban be appointed to the Court of Revision – Local Improvement from January 15, 2007 to December 31, 2007. CARRIED.
- (14) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Mayor J. Rowswell (ex officio), Councillors B. Hayes and T. Sheehan and citizens Irene Oktaba and Karin Seidemann be appointed to the Cultural Advisory Board from January 15, 2007 to December 31, 2007. CARRIED.
- (15) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that Councillors F. Fata, O. Grandinetti and B. Hayes be appointed to the Dangerous Dog Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (16) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that Councillor L. Tridico be appointed to the Downtown Association from January 15, 2007 to December 31, 2007. CARRIED.
- (17) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that Councillor S. Butland, staff representatives from Engineering Department and Public Works and Transportation Department, one Ministry of the Environment representative and citizens Kathy Lemieux, Rosina MacDonald, Ian Thompson and Andrea Welz be appointed to the Environmental Monitoring Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (18) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Councillor L. Turco be appointed to the Federation of Northern Ontario Municipalities (FONOM) from January 15, 2007 to December 31, 2007. CARRIED.
- (19) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that citizens Frank Del Bosco, Roy O'Neill and Luca Robibaro be appointed to the Fence Viewers Committee from January 15, 2007 to December 31, 2007. CARRIED.

5. (h)
- (20) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that Councillors J. Caicco, F. Fata, B. Hayes and T. Sheehan, the Commissioner of Finance, Manager of Budgets and Revenue and Manager of Finance and Audits and Mayor J. Rowswell (non-voting member) and Chief Administrative Officer (non-voting member) be appointed to the Finance Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (21) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that Councillors S. Myers and B. Hayes be appointed to the Gateway Development Team from January 15, 2007 to December 31, 2007. CARRIED.
- (22) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that Councillor L. Turco and citizens Cindy Crawford, Terry Henderson, Pamela Jalak, Kelly Marshall, Mike O'Shea and Jean Wyatt be appointed to the Historic Sites Board from January 15, 2007 to December 31, 2007. CARRIED.
- (23) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that Councillor D. Celetti be appointed to the Humane Society from January 15, 2007 to December 31, 2007. CARRIED.
- (24) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that Mayor J. Rowswell and Councillors J. Caicco, D. Celetti, F. Fata, O. Grandinetti and T. Sheehan be appointed to the Municipal Freedom of Information and Protection of Privacy Act (Head) from January 15, 2007 to December 31, 2007. CARRIED.
- (25) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that Councillors S. Myers, P. Mick and F. Manzo be appointed to the Municipal Handbook Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (26) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Councillor B. Hayes and citizens Lloyd Beilhartz, Marchy Bruni, David Ellis, Robert Ewing and Kelly Marshall be appointed to the Municipal Heritage Committee from January 15, 2007 to December 31, 2007. CARRIED.

5. (h)
- (27) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that the Manager of Recreation and Culture (Deborah Bourn) be appointed to the Museum Management Board from January 15, 2007 to December 31, 2007. CARRIED.
- (28) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that Councillors D. Celetti and L. Turco, one representative from Social Services Department (Lynn Rosso) and the Planning Division (Jerry Dolcetti or designate) and citizens Debbie Amaroso, Mark Anderson, Don Calvert, Derrick Lavallee, Tony Mancuso, Robert McLeod, Ann Marie McPhee, Catherine Meincke, Diane Morrell, Sylvia Mosher, Louise Primeau, Karen Raybould, Gerard Taylor, Evelyn Theriault, Rick Wark and Giselle Wood-Solomon be appointed to the Ontarians With Disabilities Accessibility Advisory Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (29) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that Mayor J. Rowswell (ex officio), Councillors D. Celetti and F. Manzo and citizens Jerry Bumbacco, Gino Cavallo, Richard Craftchick, Deane Greenwood, Mark Kontulainen, Tom Mauro, Susan Milne and Judy Tucci be appointed to the Parks and Recreation Advisory Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (30) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that citizens Carlo Barban, Peter Berlingieri, Robert Carricato, Mario DeVuono, Damon Godfrey, Catherine Meincke and Otto Volpe be appointed to the Planning Advisory Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (31) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that Councillors P. Mick and F. Manzo be appointed to the PUC Inc. Board of Directors from January 15, 2007 to December 31, 2007. CARRIED.
- (32) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that citizen Suzanne Farrell be appointed to the Residential Standards Committee from January 15, 2007 to December 31, 2007. CARRIED.

5. (h)
- (33) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that Councillor S. Myers be nominated to the Sault Area Hospital Board of Directors from January 15, 2007 to December 31, 2007. CARRIED.
- (34) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Mayor J. Rowswell, Councillors P. Mick and S. Butland and citizens Theresa Barone, Paul Beach, Denis Beaulieu, Rico Bruni, Michelle Furgiuele, Brad Madigan, Jessica Merlino, Susan Milne, Joanne Pearson, Lorraine Pezzutto, Parteepan Rasaratnam, Roxanne Rissanen, Kim Seabrook, Diana Taranto, Grace Tridico, Kelly Wallace, Florence Lake, Linda Ryan and Anna Zuccato be appointed to the Sault Ste. Marie Best for Kids Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (35) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that Councillors S. Butland, B. Hayes, P. Mick, L. Turco, F. Fata and L. Tridico be appointed to the Sault Ste. Marie District Social Services Administration Board from January 15, 2007 to December 31, 2007. CARRIED.
- (36) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that Mayor J. Rowswell (ex officio) and Councillors J. Caicco and B. Hayes be appointed to the Sault Ste. Marie Economic Development Corporation Board of Directors from January 15, 2007 to December 31, 2007. CARRIED.
- (37) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that Mayor J. Rowswell and Councillors P. Mick and T. Sheehan be appointed to the Sault Ste. Marie Emergency Measures Planning Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (38) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Councillors S. Butland and B. Hayes be appointed to the Sault Ste. Marie Innovation Centre Board of Directors from January 15, 2007 to December 31, 2007. CARRIED.

5. (h)
- (39) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that citizens Michel Aube, Elspeth Belair, Wayne Cohen, Bill Latham, Moyra O'Pallie, Chris Rous, Doreen Simard, Frances Ryan and Karin Seidemann be appointed to the Sault Ste. Marie Library Board from January 15, 2007 to December 31, 2010. CARRIED.
- (40) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that Mayor J. Rowswell, Councillor P. Mick and citizen James Greco be appointed to the Sault Ste. Marie Police Services Board from January 15, 2007 to December 31, 2007. CARRIED.
- (41) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that Councillors D. Celetti, F. Manzo and S. Myers and citizen Neil DelBianco be appointed to the Sault Ste. Marie Region Conservation Authority from January 15, 2007 to December 31, 2007. CARRIED.
- (42) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Councillor T. Sheehan be appointed to the Sault Ste. Marie Safe Communities Partnership from January 15, 2007 to December 31, 2007. CARRIED.
- (43) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that Mayor J. Rowswell, Councillors S. Butland, J. Caicco, B. Hayes, T. Sheehan and L. Turco and one Parks and Recreation Advisory Committee representative and one Tourism Sault Ste. Marie representative be appointed to the Sault Ste. Marie Sports and Entertainment Centre Steering Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (44) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that Councillor J. Caicco, citizens Gino Cavallo and Deane Stinson, two Downtown Association representatives and one Chamber of Commerce representative be appointed to the Sault Ste. Marie Walk of Fame Selection Committee from January 15, 2007 to December 31, 2007. CARRIED.

5. (h)
- (45) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that Mayor J. Rowswell, Planning Director (Don McConnell) and one Parks and Recreation Advisory Committee representative be appointed to the Sault Trails Advocacy Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (46) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Councillor S. Myers be appointed to the Searchmont Ski Association Inc. from January 15, 2007 to December 31, 2007. CARRIED.
- (47) Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Councillor O. Grandinetti be appointed to the Snowmobile Task Committee from January 15, 2007 to December 31, 2007. CARRIED.
- (48) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that one representative from Community Services Department (Joe Cain) be appointed to the St. Mary's River Marine Centre (Norgoma) Board of Directors from January 15, 2007 to December 31, 2007. CARRIED.
- (i) **Council Travel**  
Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that Councillor Lou Turco be authorized to travel to an AMO Executive/Board Meeting being held in Toronto (two days in January) at a cost of \$300.00 to the City. CARRIED.
- (j) **Staff Travel Requests**  
The report of the Chief Administrative Officer was accepted by Council.  
Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2007 01 15 be approved as requested. CARRIED.
- (k) **2007 Council Meeting Schedule**  
The report of the City Clerk was accepted by Council.

5. (k) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that the report of the City Clerk dated 2007 01 15 concerning 2007 Council Meeting Schedule be accepted and the recommended 2007 Council Meeting Schedule be approved. CARRIED.
- (l) **2007 Corporate Membership Fees**  
The report of the Deputy City Clerk was accepted by Council.  
  
Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Deputy City Clerk dated 2007 01 15 be accepted and the recommendation to proceed with payment of the 2007 Corporate Membership Fees be approved. CARRIED.
- (m) **Boniferro Millworks Inc. - Minutes of Settlement**  
The report of the City Tax Collector was accepted by Council. The relevant By-law 2007-12 is listed under Item 10 of the Minutes.  
  
Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that the report of the City Tax Collector dated 2007 01 15 concerning Boniferro Millworks Inc. - Minutes of Settlement be accepted and the recommendation that Council approve the Minutes of Settlement between the City, MPAC and Boniferro Millworks Inc. for the 2003, 2004, 2005 and 2006 tax years for a total municipal and education tax adjustment in the amount of \$408,535.00 be approved. CARRIED.  
  
Councillor F. Fata declared a pecuniary interest - employed by MPAC.
- (n) **Finance Committee**  
The report of the Commissioner of Finance and Treasurer was accepted by Council.  
  
Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 01 15 concerning Finance Committee be accepted as information. CARRIED.
- (o) **2007 MPAC Fees**  
The report of the Commissioner of Finance and Treasurer was accepted by Council.

5. (o) Moved by Councillor T. Sheehan  
Seconded by Councillor L. Turco  
Whereas the Municipal Property Assessment Corporation was established under the Province's Municipal Property Assessment Corporation (MPAC) Act, 1997; and  
Whereas the Act provides that every municipality in Ontario be a member of the corporation and collectively provide the sole source of funding for its operations; and  
Whereas prior to 1997 property assessment was a provincial responsibility with services provided directly by the Ministry of Finance; and  
Whereas in his address to the 2006 AMO conference, Premier McGuinty announced that a joint Provincial-Municipal Fiscal and Service Delivery Review will be conducted over the next 18 months by both orders of government concluding in the release of a public report in the spring of 2008;  
Now Therefore be it resolved that City Council request that AMO include MPAC and all of its services and resources to be part of the Provincial-Municipal Fiscal and Service Delivery Review with the end objective of having the province upload the responsibility for assessment; and  
Further that the Ministry of Finance which has frozen property assessment is requested to freeze the rate which MPAC bills communities for its services at the 2006 rate and this rate should be frozen until the final public report is released; and  
Further that communities across Ontario are asked to support this resolution and that a copy of the resolution be forwarded to David Orazetti MPP Sault Ste. Marie, the Minister of Finance, FONOM, AMO, and the City of Toronto.  
**CARRIED.**

Councillor F. Fata declared a pecuniary interest - employed by MPAC.

Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 01 15 concerning 2007 MPAC Fees be accepted as information.  
**CARRIED.**

Councillor F. Fata declared a pecuniary interest - employed by MPAC.

(p) **Consulting Services for Review Options for PUC Distribution Company**  
The report of the Commissioner of Finance and Treasurer was accepted by Council.

5. (p) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 01 15 concerning Consulting Services for Review Options for PUC Distribution Company be accepted and the recommendation that the firm of Barker Dunn & Rossi (Canada) Inc. in association with BDO Dunwoody LLP and Gowlings be retained to undertake the study at a cost of \$73,150.00 be approved. CARRIED.
- (q) **F. J. Davey Home**  
The report of the Commissioner of Finance and Treasurer was accepted by Council.  
  
Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 01 15 concerning F. J. Davey Home be accepted as information. CARRIED.
- (r) **2007 Assessment Roll**  
The report of the Commissioner of Finance and Treasurer was accepted by Council.  
  
Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 01 15 concerning 2007 Assessment Roll be accepted as information. CARRIED.
- (s) **2007 Allocation for the Ontario Municipal Partnership Fund (OMPF)**  
The report of the Commissioner of Finance and Treasurer was accepted by Council.  
  
Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 01 15 concerning 2007 Allocation for the Ontario Municipal Partnership Fund (OMPF) be accepted as information. CARRIED.
- (t) **Heritage Buildings and the 1923 Pilgrimage of History Plaques Brochure**  
The report of the Manager of Recreation and Culture was accepted by Council.

5. (t) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Manager of Recreation and Culture dated 2007 01 15 concerning Heritage Buildings and the 1923 Pilgrimage of History Plaques Brochure be accepted as information. CARRIED.
- (u) **Ermatinger-Clergue National Historic Site - New Brochure**  
The report of the Manager of Recreation and Culture was accepted by Council.  
  
Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that the report of the Manager of Recreation and Culture dated 2007 01 15 concerning Ermatinger-Clergue National Historic Site - New Brochure be accepted as information. CARRIED.
- (v) **19<sup>th</sup> Ontario Provincial Harley Owners Group Rally**  
The report of the Recreation Assistant, Recreation and Culture was accepted by Council.  
  
Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Recreation Assistant, Recreation and Culture dated 2007 01 15 concerning 19<sup>th</sup> Ontario Provincial Harley Owners Group Rally be accepted and the recommendation that overnight outdoor camping be allowed at Clergue Park for the participants of the Rally taking place August 2 to 5, 2007, subject to the required approval of Algoma Health Unit, be approved. CARRIED.
- (w) **Steelback Centre Private Suites - Phase II and III**  
The report of the Commissioner of Community Services was accepted by Council.  
  
Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Commissioner Community Services dated 2007 01 15 concerning Steelback Centre Private Suites – Phases II and III be accepted and the recommendation that Council authorize staff to prepare a Business Plan for two options: construction of Phase II; and construction of Phase II and III of the private suites; and  
Further that the Sports and Entertainment Centre Steering Committee review this matter and report back to Council, be approved. CARRIED.

5. (w) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Commissioner of Community Services dated 2007 01 15 concerning Steelback Centre Private Suites - Phase II and III be accepted and the recommendation that Council authorize issuing a tender for two options: construction of Phase II; and construction of Phase II and III of the private suites and further that the Sports and Entertainment Centre Steering Committee report back to Council be approved. OFFICIALLY READ NOT DEALT WITH.
- (x) **248 Albert Street West - Property Standards**  
The report of the Chief Building Official/Property Standards Officer was accepted by Council.  
  
Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that the report of the Chief Building Official/Property Standards Officer dated 2007 01 15 concerning civic number 248 Albert Street West be accepted and the recommendation that the Corporation hire the forces necessary to remove the debris in the rear yard adding the costs of this action to the taxes of the subject property be approved. CARRIED.
- (y) **408 Devon Road - Property Standards**  
The report of the Chief Building Official/Property Standards Officer was accepted by Council.  
  
Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Chief Building Official/Property Standards Officer dated 2007 01 15 concerning civic number 408 Devon Road be accepted and the recommendation that the Corporation hire the forces necessary to remove the appliances and debris and cut the rear yard grass adding the costs of this action to the taxes of the subject property be approved. CARRIED.
- (z) **235 Brown Street - Property Standards**  
The report of the Chief Building Official/Property Standards Officer was accepted by Council.  
  
Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that the report of the Chief Building Official/Property Standards Officer dated 2007 01 15 concerning civic number 235 Brown Street be accepted and the recommendation that the Corporation hire the forces necessary to remove debris and used furniture from the property adding the costs of this action to the taxes of the subject property be approved. CARRIED.

5. (aa) **42 Penno Road - Property Standards**  
The report of the Chief Building Official/Property Standards Officer was accepted by Council.
- Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Chief Building Official/Property Standards Officer dated 2007 01 15 concerning civic number 42 Penno Road be accepted and the recommendation that the Corporation hire the forces necessary to demolish the building located at 42 Penno Road and add the costs associated with such demolition to the taxes of the subject property be approved. CARRIED.
- (bb) **Biannual Bridge Inspections - Load Restrictions**  
The report of the Director of Engineering Services was accepted by Council.  
The relevant By-law 2007-10 is listed under Item 10 of the Minutes.
- Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that the report of the Director of Engineering Services dated 2007 01 15 concerning Biannual Bridge Inspections - Load Restrictions be accepted and the recommendations that
1. \$300,000.00 be designated in the 2007 miscellaneous construction budget for provision of temporary bridge decks on nine bridges; and
  2. fabrication and installation of the bridges begin immediately; and
  3. that any surplus in the 2006 capital works budget be applied to this project to reduce the detrimental effects on the annual road resurfacing program be approved. CARRIED.
- (cc) **Engineering Services - MacDonald Avenue, Pine Street to Lake Street**  
The report of the Director of Engineering Services was accepted by Council.  
The relevant By-law 2007-7 is listed under Item 10 of the Minutes.
- (dd) **Engineering Services - Shannon Road Reconstruction, Queen Street to Wellington Street**  
The report of the Director of Engineering Services was accepted by Council.  
The relevant By-law 2007-6 is listed under Item 10 of the Minutes.
- (ee) **Council Honorariums - One Third Tax Exemption**  
The report of the Assistant City Solicitor was accepted by Council.
- Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Assistant City Solicitor dated 2007 01 15 concerning Council Honorariums be accepted and the recommendation that Council take no action and allow the one-third tax exemption to stand be approved. CARRIED.

5. (ff) **History of Closing Stores on Boxing Day**  
The report of the City Solicitor was accepted by Council.  
  
Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that the report of the City Solicitor dated 2007 01 15 concerning History of Closing Stores on Boxing Day be accepted as information. CARRIED.
- (gg) **Ministry of Transportation - Variable Message Boards Sign**  
The report of the City Solicitor was accepted by Council.  
  
Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the City Solicitor dated 2007 01 15 concerning Ministry of Transportation - Variable Message Boards Sign be accepted and the recommendation that the Ministry of Transportation be relieved from the requirement to pay the \$1,200.00 annual fee for the variable message board advertising sign to be located on Trunk Road be approved. CARRIED.
- (hh) **City Sale of 605 Third Line East to 1644365 Ontario Inc.**  
The report of the City Solicitor was accepted by Council. The relevant By-law 2007-3 is listed under Item 10 of the Minutes.
- (ii) **Ontario Municipal Board Hearing into Temporary Use Approved for 99 Gibb Street (Sam Rainone) - Automobile Repair Garage - By-law 2006-34**  
The report of the City Solicitor was accepted by Council.  
  
Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that the report of the City Solicitor dated 2007 01 15 concerning Ontario Municipal Board Hearing into Temporary Use Approved for 99 Gibb Street (Sam Rainone) - Automobile Repair Garage - By-law 2006-34 be accepted as information. CARRIED.
- (jj) **Designated Fire Route at Steelback Centre Parking Lot - 269 Queen Street East**  
The report of the City Solicitor was accepted by Council. The relevant By-law 2007-5 is listed under Item 10 of the Minutes.
- (kk) **Timed Intersection Crossings at Signalized Intersections**  
The report of the Deputy Commissioner of Public Works and Transportation was accepted by Council.

5. (kk) Moved by Councillor S. Butland  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2007 01 15 concerning Timed Intersection Crossings at Signalized Intersections be accepted and the recommendation that the city not consider 'timed intersection crossings' for use and that staff meet with the Accessibility Advisory Committee to discuss intersection locations where the existing crosswalk timing can be increased to accommodate the public be approved. CARRIED.
- (ll) **Sole Sourcing of Landfill Site Pump**  
The report of the Deputy Commissioner of Public Works and Transportation was accepted by Council.  
  
Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2007 01 15 concerning Sole Sourcing of Landfill Site Pump be accepted and the recommendation to sole source the 45-horsepower pump required for the landfill site pumping station from ITT Flygt Canada at the previously approved cost of approximately \$70,000.00 be approved. CARRIED.
- (mm) **Refuse Agreement With the Township of Prince**  
The report of the Deputy Commissioner of Public Works and Transportation was accepted by Council. The relevant By-law 2007-2 is listed under Item 10 of the Minutes.
- (nn) **No Parking Zone on Farwell Terrace**  
The report of the Commissioner of Public Works and Transportation was accepted by Council. The relevant By-law 2007-15 is listed under Item 10 of the Minutes.
- (oo) **Provincial and Federal Funding for Transit**  
The report of the Transit Manager was accepted by Council.  
  
Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Transit Manager dated 2007 01 15 concerning the Federal and Provincial Funding for Transit be accepted as information. CARRIED.
- (pp) The request for a temporary street closing on Connor Road in conjunction with the Northern Ontario Cadet Biathlon Competition being held January 26 & 27, 2007 was accepted by Council. The relevant by-law 2007-17 is listed under item 10 of the Minutes.

## **PART TWO – REGULAR AGENDA**

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (1) **ADMINISTRATIVE**
  - (a) **2007 PUC Interest Payment**

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

Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo

Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 01 15 concerning 2007 PUC Interest Payment be accepted and the recommendation that in light of the municipal budget impact for 2007, PUC Inc. provide an explanation of the service impact of not reducing the City interest payment by \$500,000.00 for 2007 be approved. CARRIED.
6. (6) **PLANNING**
  - (a) **Application No. A-1-07-Z - MRA Holdings Limited - 104 Albert Street West - Donalyn and Larry Rudnicki - Request to Permit a Total of No More Than 6 Dwelling Units on the Subject Property**

The report of the Planning Division was accepted by Council.

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

Resolved that the report of the Planning Division dated 2007 01 15 concerning Application No. A-1-07-Z - MRA Holdings Limited be accepted and the Planning Director's recommendation that City Council approve the following amendments to Special Exception 52 of By-law 2005-151: 1. That no more than 6 dwelling units be permitted on the subject property; 2. That the required parking is 6 spaces, 3 on-site, and 3 at 42 Manilla Terrace, subject to a definite lease that exceeds 10 years be endorsed. CARRIED.
  - (b) **Application No. A-2-07-Z - Good Old Dad Foods - 185 Industrial Court B - Request to Permit a Coffee Shop and the Retail Sales of Foods Manufactured on Site**

The report of the Planning Division was accepted by Council.

6. (6)  
(b) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that the report of the Planning Division dated 2007 01 15 concerning Application No. A-2-07-Z - Good Old Dad Food Products be accepted and the Planning Director's recommendation that City Council approve the application by way of a Special Exception to permit a trailer for the retail sale of frozen foods produced on site, coffee and snacks subject to the 3 conditions contained in the report be endorsed. CARRIED.

6. (8) **BOARDS AND COMMITTEES**

(a) **Development of a Comprehensive Municipal Parking By-law**  
The report of the Sault Ste. Marie Accessibility Advisory Committee was accepted by Council.

Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Sault Ste. Marie Accessibility Advisory Committee dated 2006 10 24 concerning Development of a Comprehensive Municipal Parking By-law BE REFERRED to the Legal Department and the Public Works and Transportation Department - Parking Division for review including meetings with the Accessibility Advisory Committee and report back to Council with recommendations. CARRIED.

(b) **The Norgoma - Background and Recommendations - A Report to City Council**

The report of Destiny Sault Ste. Marie was accepted by Council.

Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that the report of Destiny Sault Ste. Marie dated January 2007 entitled 'The Norgoma - Background and Recommendations - A Report to City Council' be accepted and the recommendation to Council to approve Option #4 - Subsidize and Strengthen Existing Norgoma Operations including the 7 recommendations contained therein under Option #4, BE REFERRED to the 2007 Budget Deliberations. CARRIED.

(c) **Multi Modal Initiative Phase I Market Assessment Final Report**

The report of the Chair/Coordinator Multi Modal Task Force, Destiny Sault Ste. Marie was accepted by Council.

6. (8)  
(c) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that the report of the Chair/Coordinator Multi Modal Task Force, Destiny Sault Ste. Marie concerning Multi Modal Initiative Phase I Market Assessment Final Report dated January 10, 2007 be accepted and the recommendation to proceed to Phase II of the Study, a Feasibility and Infrastructure Assessment focusing exclusively on the road and rail requirements, at an estimated total cost of \$95,000.00 of which the city's portion will not exceed \$28,000.00 as part of the original city portion of \$158,000.00 approved previously by Council from the Economic Diversification Fund be approved. CARRIED.

Recorded Vote

For: Mayor J. Rowswell, Councillors J. Caicco, L. Turco, B. Hayes, D. Celetti, O. Grandinetti, S. Myers, L. Tridico, F. Fata, T. Sheehan, S. Butland, P. Mick

Against: Councillor F. Manzo

Absent: Nil

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

- (a) Moved by Councillor B. Hayes  
Seconded by Councillor T. Sheehan  
Whereas there have been several complaints regarding the noise created by blowing horns at the Sault Greyhound games; and  
Whereas Council has been asked to consider banning the use of horns similar to the ban on air horns;  
Now therefore be it resolved that Council request the Commissioner of Community Services to meet with the Sault Greyhound Administration to discuss these concerns and their position and report back to Council.  
CARRIED.
- (b) Moved by Councillor J. Caicco  
Seconded by Councillor S. Butland  
Whereas Team Canada won a gold medal in the World Junior Hockey Championships in Leksand, Sweden under Head Coach Craig Hartsburg; and  
Whereas Craig Hartsburg is also a resident of our fine city and head coach of the OHL Soo Greyhounds; and

7. (b) Whereas Craig led Team Canada to its third straight gold medal and its first gold medal in Europe since 1997 by going undefeated in the Tournament Round Robin play, beating Team USA in a dramatic overtime shootout, and by defeating Team Russia 4-2 in the gold medal game;  
Now therefore be it resolved that City Council congratulates Craig Hartsburg on this very prestigious accomplishment and for bringing world wide notoriety to Sault Ste. Marie and the Soo Greyhounds of the OHL. CARRIED.
- (c) Moved by Councillor L. Tridico  
Seconded by Councillor F. Manzo  
Resolved that City Council accept the letter from Clifford Thibert dated December 14, 2006 regarding an accident at the intersection of Carmen's Way and Comnee Avenue and regarding flashing amber and red traffic lights to be installed at this intersection of Carmen's Way and Comnee Avenue; and further be it resolved that this letter be referred to the Engineering Department and Public Works and Transportation for a study regarding flashing lights and report back to City Council on cost factor; and further be it resolved that this study be reported back to City Council as soon as possible. CARRIED.
- (d) Moved by Councillor S. Butland  
Seconded by Councillor B. Hayes  
Be it resolved that City Council request Mr. Phillip Garforth and principals of the Borealis/Gateway Project to provide Council with an update on the progress/timelines of this significant tourism initiative at his/their earliest convenience. CARRIED.
- (e) Moved by Councillor L. Tridico  
Seconded by Councillor F. Fata  
Whereas demolition of older buildings is making way for construction of new projects in our city; and  
Whereas City Council wishes to ensure that the asbestos in these old buildings is properly removed and disposed of;  
Now therefore be it resolved that City Council request the owners of the property on North Street previously operated by Michigan Maple to ensure that properly qualified personnel remove and dispose of the asbestos in a manner as set out using Ministry of the Environment and Ministry of Labour guidelines. CARRIED.

7. (e) Recorded Vote

For: Mayor J. Rowswell, Councillors J. Caicco, L. Turco, B. Hayes, D. Celetti, O. Grandinetti, S. Myers, L. Tridico, F. Fata, T. Sheehan, S. Butland, F. Manzo, P. Mick

Against: Nil

Absent: Nil

(f) Moved by Councillor F. Manzo

Seconded by Councillor D. Celetti

Whereas in the urban area there are several homes now accumulating materials in their back yards; and

Whereas when the City had the spring cleanup there were no problems with accumulating materials as such;

Now therefore be it resolved that City Council request the Commissioner of Engineering and Commissioner of Public Works and Transportation to study the issue of re-establishing the spring cleanup in the near future and report back to Council. CARRIED.

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

9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

10. **CONSIDERATION AND PASSING OF BY-LAWS**

Moved by Councillor J. Caicco

Seconded by Councillor F. Manzo

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2007 01 15 be approved. CARRIED.

(a) Moved by Councillor J. Caicco

Seconded by Councillor F. Manzo

Resolved that By-law 2006-226 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Shannon Road from Queen Street to Margaret Street under Section 3 of the Municipal Act, 2001, Ontario, Regulation 119/03 be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.

10. (b) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2006-227 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Shannon Road from Margaret Street to Wellington Street under Section 3 of the Municipal Act, 2001, Ontario, Regulation 119/03 be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (c) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2006-228 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on MacDonald Avenue from Pine Street to Lake Street under Section 3 of the Municipal Act, 2001, Ontario, Regulation 119/03 be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (d) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (e) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-2 being a by-law to authorize an agreement between the City and The Corporation of the Township of Prince to govern refuse disposal by the Township of Prince at the Sault Ste. Marie Landfill Site be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (f) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-3 being a by-law to authorize the sale of 605 Third Line East be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (g) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-4 being a by-law to re-adopt Official Street Names List be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.

10. (h) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-5 being a by-law to amend Fire Route By-law 81-404 be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (i) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-6 being a by-law to authorize an agreement between the City and Kresin Engineering Inc. concerning the reconstruction of Shannon Road from Queen Street to Wellington Street be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (j) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-7 being a by-law to authorize an agreement between the City and STEM Engineering concerning the reconstruction of MacDonald Avenue from Pine Street to Lake Street be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (k) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-8 being a by-law to permit the temporary closing of Foster Drive, Bellevue Park access road at Lake Street, and Shore Drive to facilitate various Bon Soo Events be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (l) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-9 being a by-law to amend By-laws 80-200 and By-law 4100 dealing with the exemption from the noise control by-laws for various events to be held at the Airport Fairgrounds be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (m) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-10 being a by-law to amend By-law 2006-253 which provides for load limits on specified bridges be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.

10. (n) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-12 being a by-law to authorize the execution of agreements between the City, Boniferro Millworks Inc. and Municipal Property Assessment Corporation concerning the property assessment valuations for the 2003, 2004, 2005 and 2006 taxation years be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (o) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-13 being a by-law to provide for Interim Tax Levies be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (p) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-14 being a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (q) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-15 being a by-law to amend Schedule "A" to Traffic By-law 77-200 and repeal By-law 2006-210 be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.
- (r) Moved by Councillor J. Caicco  
Seconded by Councillor F. Manzo  
Resolved that By-law 2007-17 being a by-law to permit the temporary closing of a portion of Connor Road on January 26<sup>th</sup> and 27<sup>th</sup> to facilitate the Northern Ontario Cadet Biathlon competition be read three times and passed in Open Council this 15<sup>th</sup> day of January, 2007. CARRIED.

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

- (a) Don Elliott, Director of Engineering Services provided a verbal update concerning the general operation of the new east end Water Pollution Control Plant for the information of Council.

11. (b) Moved by Councillor J. Caicco  
Seconded by Councillor O. Grandinetti  
Resolved that this Council shall now go into Caucus to discuss one legal matter  
(solicitor client privilege) and  
Further be it resolved that should the said Caucus meeting be adjourned,  
Council may reconvene in Caucus prior to the next meeting of Council to  
discuss the same matter(s). CARRIED.

12. **ADJOURNMENT**

Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that this Council shall now adjourn. CARRIED.

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MAYOR

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CLERK

## MINUTES

### SPECIAL (COMMITTEE OF THE WHOLE) MEETING OF CITY COUNCIL

2007 01 22

4:30 P.M.

### COUNCIL CHAMBERS

**PRESENT:** Mayor J. Rowswell, Councillors J. Caicco, L. Turco, B. Hayes, D. Celetti, O. Grandinetti, S. Myers, L. Tridico, F. Fata, S. Butland, F. Manzo, P. Mick

**ABSENT:** Councillors D. Celetti, T. Sheehan, F. Manzo

**OFFICIALS:** J. Fratesi, D. Irving, L. Bottos

1. **Special Meeting of Council Dealing with Procedure By-law 99-100**

The report of the City Solicitor was accepted by Council.

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that the report of the City Solicitor dated 2007 01 22 concerning Special Meeting of Council dealing with Procedure By-law 99-100 be accepted as information. CARRIED.

Moved by Councillor S. Butland

Seconded by Councillor F. Manzo

*Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – Review of Council Procedure By-law 99-100. CARRIED.*

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

*Resolved that the Committee of the Whole Council now rise without reporting on the matter referred to it by City Council – Review of Council Procedure By-law 99-100. CARRIED.*

**NOTE:** Council gave verbal direction to staff concerning amendments to a number of sections of Procedure By-law 99-100. The City Solicitor will prepare an amendment to the By-law for Council's consideration/adoption at a subsequent Council Meeting.

Moved by Councillor S. Butland  
Seconded by Councillor F. Manzo  
Resolved that this Council shall now adjourn. CARRIED.

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**MAYOR**

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**CLERK**



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## MEMBER COMMUNICATION

ALERT N°: 07/002

*To the attention of the Clerk and Council*  
 January 16, 2007

FOR MORE INFORMATION CONTACT:  
 Petra Wolfbeiss, AMO Senior Policy Advisor  
 (416) 971-9856 ext 329

### AMO Responds to “Heavy-Handed” Bill 140

#### Issue:

AMO President, Doug Reycraft, today responded to the Ministry of Health and Long-Term Care’s Bill 140, *Long-Term Care Homes Act, 2006*, in a submission to the Standing Committee on Social Policy. President Reycraft expressed AMO’s concern with the Bill’s excessively heavy-handed approach to regulating the operation of municipal homes for the aged.

#### Background:

On October 3, 2006 the Government of Ontario introduced Bill 140, legislation that will, if passed, govern all long-term care homes in the province. The Act repeals three Acts currently governing nursing homes, charitable homes and municipal homes and necessitates amendments to approximately 30 other acts.

Today President Reycraft issued a reminder that municipalities subsidize the provincial long-term care system by a net of \$270 million a year and that municipalities, recognizing the need for long-term care services in their communities, provide standards of care that exceed the provincial standard.

The President stated that it is perplexing that the Government, through Bill 140, is risking the viability of municipal homes for the aged through heavy-handed legislative measures. He stated that the government seems intent on fixing something that, in the case of municipally operated services, is not broken.

Key issues raised included: that the Bill creates unprecedented liabilities for municipal governments and their councils, the need for recognition for the role and importance of municipalities in the provincial long-term care system; that increased administrative burdens and standards should be funded by the Province, and that the Province should meet its commitment of \$6,000 per bed per year.

A copy of AMO’s submission is linked to this Alert.

*This information is available in the Policy Issues section of the AMO website at [www.amo.on.ca](http://www.amo.on.ca).*

5(a)



Advancing the horticulture industry

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**Re: Pesticide Reduction Education**

Pesticide use on urban landscapes is an emotionally charged issue facing many municipalities. As parks professionals you understand the role and value of sound, sustainable horticultural practices in promoting and protecting our green infrastructure. You also know that the more educated and informed homeowners are about plant health care, the better choices they make from a health and environmental point of view.

The parks department is often expected by Council to take the lead on this sensitive issue. Landscape Ontario would be pleased to partner with you to get the message of plant health care and pesticide minimization to the public. Building on our extensive contact and experience with public education programs we have developed a number of tools and techniques. From seminars to ad slicks, website material, newsletters, and newspaper articles, we can help deliver information that is factual, practical, and easy to understand.

We also have intimate knowledge of how various municipalities are dealing with the pesticide use issue and can help design public education and social marketing campaigns that work. Our experience can also help inform of bylaw activity.

Landscape Ontario Horticultural Trades Association is North America's second largest horticultural trades association with over 2200 member companies across the province. From garden centres, landscape design & build, and irrigation contractors, to growers, ground maintenance and lawn care professionals, Landscape Ontario supports a province-wide industry that has economic impact exceeding 4 billion dollars.

The growth of the industry over the past few years speaks to the increasing value homeowners and business place on their lawns, landscapes, and gardens.

Landscape Ontario members grow and sell plants and garden products as well design, build and maintain landscapes and green spaces. Millions of Ontario residents look to LO members for professional guidance and services. With that experience we know how the homeowner thinks and acts.

If you would like to call or arrange a meeting with me, please contact me at 416 882 3792 or by email, [kpavely@landscapeontario.com](mailto:kpavely@landscapeontario.com).

Ken Pavely  
IPM Specialist  
Landscape Ontario.



**ONTARIO  
GOOD ROADS  
ASSOCIATION**

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MISSISSAUGA, ONTARIO L5T 2L5  
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FAX 905-795-2660

January 2007

**TO: OGRA Membership**  
**RE: Long Service Awards**

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As in the past, the Ontario Good Roads Association will recognize employees who have given long years of service in the cause of good roads.

It would be appreciated if you would complete and return the enclosed questionnaire advising us of any employee who is eligible under the conditions noted below to receive an award.

The following are the eligibility requirements:

- Minimum of 30 years in the road industry employed in the municipal, provincial and/or private sectors.
- Retired from their employment or will be retiring within one year of the Annual Conference at which the award will be given.
- Immediately previous or current employer is a member in good standing of Ontario Good Roads Association.

To nominate an eligible employee: Complete the attached form or download the Long Service Award Questionnaire from the OGRA website. Fax or mail the completed form to OGRA.

**Deadline for receipt of Nominations: February 2, 2007.**

Presentations of the awards will be made at the Awards Luncheon on Tuesday, February 27, 2007 during the OGRA/ROMA Combined Conference. For more information contact Carmen Sousa: [carmen@ogra.org](mailto:carmen@ogra.org)

Yours truly,

Joseph W. Tiernay  
Executive Director



ONTARIO GOOD ROADS ASSOCIATION

5(a)

2007 LONG SERVICE AWARD

QUESTIONNAIRE

Please print clearly or type all information.

My nomination for an OGRA Long Service Award Certificate is:

**Name to appear on Plaque:** \_\_\_\_\_

Date of Retirement: \_\_\_\_\_

Position Immediately Prior to Retirement: \_\_\_\_\_

Municipality/Company: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Postal Code: \_\_\_\_\_ Bus. Telephone: \_\_\_\_\_

Home Address of Nominee: \_\_\_\_\_  
\_\_\_\_\_

Postal Code: \_\_\_\_\_ Res. Telephone: \_\_\_\_\_

Total length of service in road industry: \_\_\_\_\_ years

**Personal Background: Please fill out on the reverse side.**

Nominated by: \_\_\_\_\_  
name \_\_\_\_\_ title \_\_\_\_\_

Municipality/Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

**DEADLINE FOR RECEIPT OF NOMINATIONS: February 2, 2007**

Return completed questionnaire to:

Ontario Good Roads Association  
Unit 2, 6355 Kennedy Road  
Mississauga, Ontario L5T 2L5

...over



## OGRA LONG SERVICE AWARD

## EMPLOYMENT SUMMARY

## PLEASE COMPLETE THE FOLLOWING

Name of Nominee: \_\_\_\_\_

Please complete the following information covering total service in road industry:

Years

Position

Municipality/Company

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Personal Background Information: Please complete this part as we need a few lines for when they are receiving their plaques.

(Please highlight any significant accomplishments, activities and/or interests.)

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**Donna Irving**

**5(a)**

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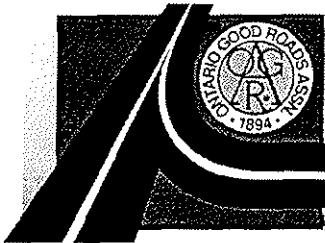
**From:** Judy Biocchi on behalf of City Clerk  
**Sent:** January 23, 2007 8:41 AM  
**To:** Donna Irving  
**Subject:** FW: OGRA Board Meeting Highlights January 2007

-----Original Message-----

**From:** OGRA Information [mailto:[communications@ogra.org](mailto:communications@ogra.org)]  
**Sent:** January 23, 2007 8:33 AM  
**To:** City Clerk  
**Subject:** OGRA Board Meeting Highlights January 2007

Read about the issues discussed at the January Board Meeting:

- Gas Tax Revenues: Calculating Schedule "C" Benefits
- MTO Policy RE: Seat Belts
- All Terrain Vehicle Safety Issues
- Hours of Service Legislation
- Ontario's Municipal Roads 2005 Report
- Education and Training in 2006
- Environmental Assessment - Codes of Practice
- Electrical Safety Authority Industrial Advisory Council & Multi-meter Safety
- Minimum Maintenance Standards Review



ONTARIO GOOD ROADS ASSOCIATION

# BOARD BRIEF

JANUARY 19, 2007

## Gas Tax Revenues – Calculating Schedule “C” Benefits

OGRA is continuing its work with AMO to develop, test and make available a tool with which municipalities can calculate the environmental benefits of various road and bridge projects.

The Board reviewed templates developed by Brian Anderson, OGRA's Coordinator of Infrastructure Services, for use by municipalities as they calculate greenhouse gas emission reductions for seven typical road and bridge projects. Eleven municipalities have agreed to test these templates to ensure that they are understandable and workable. The testing is to be completed by the end of January, 2007.

The Board offered positive feedback and support for OGRA's continued involvement in this project.

## MTO Policy Review RE: Seat Belts

MTO is holding stakeholder discussions to review legislation and policies related to persons riding in areas of motor vehicles not equipped with seat belts, such as the backs of pickup trucks.

There is also a Private Member's Bill, (Bill 153), which would amend *The Highway Traffic Act*, which is awaiting Third Reading. The bill prohibits persons from occupying the truck or delivery body of a commercial motor vehicle while the vehicle is being driven on a highway unless the vehicle is traveling less than 25 kilometres per hour and it is not a controlled-access highway.

MTO would like to have input from OGRA regarding the impact on municipal operations. OGRA will advise MTO if its position that exemptions should be granted to garbage and recycling packers, divers and handlers should the legislation be amended regarding the use of seatbelts.

## All-Terrain Vehicles

OGRA staff has attended two meetings of stakeholders convened by MTO to discuss all-terrain vehicles (ATV's). MTO is reviewing this legislation as part of its response to a Coroner's Inquest into the death of a child that occurred while the child was riding an ATV.

The major issues of discussion among the stakeholders are:

*Highlights from the Board of Directors Meetings*



- Minimum Age of operation (12 years? 16 years?)
- Training: Should training be mandatory for riders and at what age should it begin? Should supervisors/guardians be trained?
- Registration and use of fees: Should fees be collected and if so, how should they be distributed?

The Board recommended that OGRA continue to attend (at a staff level) MTO hosted stakeholder discussions on possible amendments at ATV legislation only as it pertains to the operation of ATVs on municipal roads and property.

## Hours of Service

OGRA sent a letter to Minister Cansfield following the last Board meeting in support of traffic and management of driver fatigue and reminding MTO that there may be financial impact to municipalities in implementation of the new "Hours of Service" regulation.

Ontario Regulation 555/06 on "Hours of Service" under the *Highway Traffic Act* that is effective January 1<sup>st</sup>, 2007 was registered on December 14<sup>th</sup>, 2006. OGRA staff sent a Heads UP Alert to all municipalities and posted the regulation to the OGRA website the same day.

There has been some discussion with Ministry staff on the type of enforcement that will take place in the early days of implementation. There may be an educational period initially; however, Ministry staff was unable to confirm this strategy.

*Working for Municipalities*

## Ontario's Municipal Roads 2005

Since 1998 OGRA has been collecting data and reporting on the extent, condition and cost to deliver services on Ontario's Municipal Roads. The newly formed MPMP/OCMBP Roads Working Group (which replaces the Ontario Roads Coalition) has prepared their 1<sup>st</sup> report titled "Ontario's Municipal Roads 2005" from the 31 responses received to the annual questionnaire. The report is the source for benchmarking and performance measurement information for municipal roads and bridges.

While the number of responses is low, the report does represent municipalities that provide service to over 60% of Ontario's population and spend a total budget amount of over 1.3 billion dollars. A normalization of winter costs was completed and added to the report. Winter costs are normalized based on amount of snowfall, traffic volumes and winter event hours compared to peer group averages. Winter severity indexes are being completed by MTO and TAC and when available, they will be reviewed and possibly included in the normalization calculation.

The OGRA Board approved the Ontario Municipal Roads 2005 report for publication on the OGRA website and for circulation at the discretion of staff.

## Education and Training

A total of 3,022 people attended OGRA hosted and affiliate training events in 2006. This figure reflects 99 training sessions offered and 238 days of training over the course of the year. We acknowledge with gratitude the efforts and important contribution made by our 223 volunteer instructors who make such a vigorous education program possible.

## Environmental Assessment – Codes of Practice

At the November 30, 2006 meeting of the Policy Committee, a Task Force was created to respond to Codes of Practice that were, at that point, posted on MOE's web site.

At the same meeting, Uwe Mader, City of Toronto and Chair of the MEA Transit EA sub-committee made a presentation to the committee regarding amendments to the Municipal Class EA process to include transit projects. The Policy Committee supported MEA's efforts in this regard.

OGRA will continue to monitor the amendments to the EA process including the work of MEA and report to the Board as needed.

## Electrical Safety Authority Industrial Advisory Council

The ESA IAC met on December 15, 2006. Information was provided to OGRA on the correct use of multi-meters in the diagnosing of electrical faults and upgrades to existing meter by using fusible leads to minimize risk of improper use of multi-meters. This information has been posted on the OGRA website.

ESA has identified potential risk the truck drivers with their dump box up coming into contact with overhead electrical wires. There have been some incidents and even some fatalities involving overhead wires and dump trucks in the past year. Most of the occurrences took place in the right of way by trucks working on municipal and ministry contracts. ESA is looking for ways to identify these hazards by possibly adding an alarm or light in the truck cab that indicates to the driver there is an overhead hazard. This is in addition to informing and making the drivers aware of the overhead wire hazard by signing and holding safety meetings as much of the paving work now takes place overnight.

## Minimum Maintenance Standards Review

For the MMS review, staff is working to set up the Task Force and schedule its inaugural meeting in January/February 2007. There are now 31 municipal representatives and 2 consultants volunteering to sit on the task force. Staff is looking for additional municipal representatives whose main responsibility is risk management and representatives from the municipal insurance industry and legal profession.

**2006 OGRA BOARD (photo on page 1)**

**BACK ROW (LEFT TO RIGHT):** Ted Knight, Mayor, Town of Parry Sound; Eric Rutherford, Councillor, Municipality of Greenstone; Tom Bateman, County Engineer, County of Essex; John Niedra, Director, Etobicoke York District Transport Operations, City of Toronto; Ellen Connelly, Deputy Mayor, Town of Goderich; Delton Becker, Mayor, Municipality of West Grey; John Curley, Councillor, City of Timmins; Donald J. McDonald, County Engineer, United Counties of Stormont, Dundas and Glengarry; Alan Korell, Director, Public Works, City of North Bay; Joe Tierney, Executive Director, Ontario Good Roads Association

**FRONT ROW (LEFT TO RIGHT):** Second Vice President David A. Leckie, Director of Roads & Transportation, City of London; First Vice President, Jim Harrison, Councillor, City of Quinte West; President, Tony Prevedel, Director, Public Works, Town of Whitchurch-Stouffville; Past President, Helen A. MacLeod, Councillor, Township of Champlain; Paul Johnson, Operations Manager, County of Wellington; Absent: Gloria Lindsay Luby, Councillor, City of Toronto

5(b)



# CONFIDENTIAL

## FAX COVER SHEET

### ONTARIO LOTTERY AND GAMING

4120 Yonge Street, Suite 420, Toronto, Ontario M2P 2B6

Ph: 416-224-7047

Fax: 416-224-7002

**Date:** January 19, 2007**To:** Mayor John Rowswell  
City of Sault Ste. Marie**Fax:** 705-541-7171**From:** Duncan Brown  
Chief Executive Officer  
Ontario Lottery and Gaming**Message:**

Please note that there will be a financial transaction to your Municipality's account today in the amount of \$369,383.

This transaction represents the quarterly payment of the 5% allocation from October 1, 2006 - December 31, 2006 as per your agreement with the Ontario Lottery and Gaming on the operation of the Sault Ste. Marie Charity Casino facility. This brings the grand total to \$12,432,602.

Should you have any questions regarding this payment, feel free to contact Jake Pastore, Manager, Government Relations directly at 416-224-7047.

APPROVED \_\_\_\_\_

5(b)

## CASINO REVENUE SUMMARY

### City of Sault Ste. Marie

#### CITY 5% SLOT REVENUE

	TOTAL	Increase over Previous Year
<b>Total 1999</b>	<u>783,232</u>	
<b>Total 2000</b>	<u>1,292,709</u>	65.0%
<b>Total 2001</b>	<u>1,611,235</u>	24.6%
<b>Total 2002</b>	<u>1,926,143</u>	19.5%
<b>Total 2003</b>	<u>1,915,935</u>	-0.5%

#### 2004

January 1 to March 31/2004	483,157	
April 1 to June 30, 2004	498,329	
July 1 to September 30/2004	464,417	
October 1 to December 31/2004	424,448	
<b>Total 2004</b>	<u>1,870,351</u>	-2.4%

#### 2005

January 1 to March 31/2005	393,120	
April 1 to June 30, 2005	403,218	
July 1 to September 30/2005	408,222	
October 1 to December 31/2005	372,518	
<b>Total 2005</b>	<u>1,577,078</u>	-15.7%

#### 2006

January 1 to March 31/2006	344,906	
April 1 to June 30, 2006	355,429	
July 1 to September 30/2006	386,201	
October 1 to December 31/2006	369,383	
<b>Total 2006</b>	<u>1,455,919</u>	-7.7%
<b>Total to Date</b>	<u>12,432,602</u>	

	Jan. to March	% Increase	April to June	% Increase
1999	0	0	0	0
2000	287,177	0%	317,240	0%
2001	320,150	11%	392,289	24%
2002	430,587	34%	490,694	25%
2003	445,897	4%	496,830	1%
2004	483,157	8%	498,329	0%
2005	393,120	-19%	403,218	-19%
2006	344,906	-12%	355,429	-12%

	July to Sept.	% Increase	Oct. to Dec.	% Increase
1999	475,421	0%	307,811	0%
2000	372,049	-22%	316,243	3%
2001	473,346	27%	425,450	35%
2002	534,131	13%	470,731	11%
2003	480,977	-10%	492,231	5%
2004	464,417	-3%	424,448	-14%
2005	408,222	-12%	372,518	-12%
2006	386,201	-5%	369,383	-1%



5(c)

Wednesday January 10<sup>th</sup>, 2007

Mayor John Rowswell & Council  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

**ATTENTION: MAYOR ROWSWELL**

Dear Mayor Rowswell,

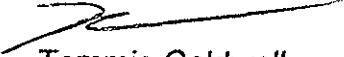
**RE: ELECTION OF LORI BALLSTADT: NORTHEASTERN ONTARIO RECREATION ASSOCIATION BOARD OF DIRECTORS**

On behalf of the Northeastern Ontario Recreation Association (NeORA) I am pleased to announce that Lori Ballstadt – Assistant Manager of Recreation and Culture for the City of Sault Ste. Marie was elected to the Association's Board of Directors at the Annual General Meeting on September 21<sup>st</sup>, 2006 in Sudbury, Ontario.

The Northeastern Ontario Recreation Association, in collaboration with its many partners, provides training and development and acts as the representative voice for municipal recreation and community sport, recreation and fitness sectors in Northeastern Ontario.

The Association extends their sincere appreciation to Mayor Rowswell and Council of the City of Sault Ste. Marie for their support of recreation throughout the northeast.

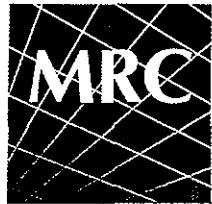
Sincerely,

  
Tammie Caldwell  
President

RECEIVED	
CITY CLERK	
JAN 19 2007	
NO.:	50709
DIST.:	



5(d)



January 12, 2007

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

**RECEIVED**  
**CITY CLERK**

JAN 16 2007

NO.: 50704

DIST.:

**Attn: Ms. Donna P. Irving, Clerk**

**Re: Highway 17 – Montreal River  
Planning and Preliminary Design Study  
Notice of TESR Addendum Filing**

In February 2006, the Ministry of Transportation (MTO) filed a Transportation Environmental Study Report (TESR) for the realignment of Highway 17 in the vicinity of Montreal River Harbour in accordance with the Class Environmental Assessment (EA) for Provincial Transportation Facilities (1999 as amended 2000).

During the 30-day review period a number of stakeholders expressed concern with the loss of access to a scenic route overlooking Lake Superior. To address these comments, the MTO agreed to re-examine the TESR recommendations and explore options to provide access to this vista.

A TESR Addendum has been completed to document modifications to the technically preferred alternative identified in the February 2006 TESR. The following changes to the previously preferred alternative are recommended in the TESR Addendum:

- Provision of direct seasonal access (spring, summer, fall) to the scenic vista from an intersection off the new Highway 17 alignment. Part of the original highway alignment will provide direct access to the scenic vista. It will not be a through route.
- Maintain approximately 1.5 km of the existing highway within the roadway system. Access to the existing utility towers, located at the north end of the Study Limits, is provided off of the existing highway / new scenic vista access from the new highway realignment.

This study has followed the Class Environmental Assessment for Provincial Transportation Facilities (2000) for Group "B" projects. The TESR Addendum is available from **January 17, 2007** for a 30-day public review period at the following locations during normal hours of operation.

Ministry of the Environment  
Sault Ste. Marie Area Office  
289 Bay Street, 3<sup>rd</sup> Floor  
Sault Ste. Marie, ON P6A 1W7

Sault Ste. Marie Public Library  
Main Library  
50 East Street  
Sault Ste. Marie, ON P6A 3C3

Michipicoten Township Public Library  
40 Broadway Avenue  
Wawa, ON  
P0K 1K0

Mad Moose Lodge  
1 Trails End Road  
Montreal River Harbour, ON  
P0S 1H0

The TESR Addendum is also available to review on McCormick Rankin Corporation's web site ([www.mrc.ca](http://www.mrc.ca)) on the "Projects" page under the heading of "Highway Engineering".



January 12 2007

Page 2

5(d)

Interested persons are encouraged to review this document and provide comments by **February 16, 2007**. If, after consulting with the Ministry's consultant and staff, you have serious unresolved concerns, you have the right to request the Minister of the Environment (135 St. Clair Avenue West, Toronto, Ontario, M4V 1P5) to "bump-up" (i.e. a Part II Order) this project. This may lead to the preparation of an Individual EA.

A copy of the "bump-up" request should be forwarded to the Ministry of Transportation and McCormick Rankin Corporation at the addresses below. If there are no outstanding concerns after **February 16, 2007**, the project will be considered to have met the requirements of the Class EA.

Should you require further information regarding this project, please feel free to contact either myself or the Ministry Project Manager listed below.

Mr. Gord Firth, P.Eng.  
Consultant Project Manager  
McCormick Rankin Corporation  
2655 North Sheridan Way  
Mississauga, ON L5K 2P8  
  
Phone: (905) 823-8500 (call collect)  
Direct (905) 829-6246  
Fax: (905) 823-8503  
e-mail: gfirth@mrc.ca

Mr. Barry Buffington  
Project Manager  
Ministry of Transportation  
615 James Street South  
Thunder Bay, ON P7E 6P6  
  
Phone: (807) 473-2129  
1-800-465-5034 (toll free)  
Fax: (807) 473-2168  
e-mail: barry.buffington@mto.gov.on.ca

Des renseignements sont disponibles en français en composant (905) 823-8500 poste 313 M. François Doyon, Ing, Courriel: fdoyon@mrc.ca

Yours very truly,  
**McCORMICK RANKIN CORPORATION**

A handwritten signature in black ink, appearing to read "Gord Firth". It is written in a cursive style with a prominent "G" at the beginning.

Gord Firth, P. Eng.  
Consultant Project Manager

c:      Barry Buffington, MTO  
          Patricia DeCal, MTO  
          Darren Stephenson, MTO  
          Mike Bricks, Ecoplans Limited

5(d)

ONTARIO GOVERNMENT NOTICE  
NOTICE OF FILING  
TRANSPORTATION ENVIRONMENTAL  
STUDY REPORT ADDENDUM  
HIGHWAY 17 - MONTREAL RIVER

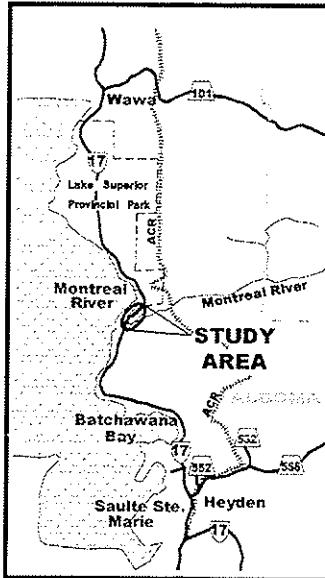
In February 2006, the Ministry of Transportation (MTO) filed a Transportation Environmental Study Report (TESR) for the realignment of Highway 17 in the vicinity of Montreal River Harbour in accordance with the Class Environmental Assessment (EA) for Provincial Transportation Facilities (1999 as amended 2000).

During the 30-day review period a number of stakeholders expressed concern with the loss of access to a scenic route overlooking Lake Superior. To address these comments, the MTO agreed to re-examine the TESR recommendations and explore options to provide access to this vista.

A TESR Addendum has been completed to document modifications to the technically preferred alternative identified in the February 2006 TESR. These modifications include providing seasonal access (spring, summer, fall) to the scenic vista from an intersection off the new Highway 17 alignment. Part of the original highway alignment will provide direct access to the scenic vista. It will not be a through route.

The TESR Addendum is available for 30-day public review at the following locations:

Ministry of the Environment  
Sault Ste. Marie Area Office  
289 Bay Street, 3<sup>rd</sup> Floor  
Sault Ste. Marie, ON P6A 1W7  
  
Sault Ste. Marie Public Library  
Main Library  
50 East Street  
Sault Ste. Marie, ON P6A 3C3



Michipicoten Township Public Library  
40 Broadway Avenue  
Wawa, ON  
P0K 1K0  
  
Mad Moose Lodge  
1 Trails End Road  
Montreal River Harbour, ON  
P0S 1H0

The TESR Addendum is also available to review on McCormick Rankin Corporation's web site ([www.mrc.ca](http://www.mrc.ca)) on the "Projects" page under the heading of "Highway Engineering".

Interested persons are encouraged to review this document and provide comments by February 16, 2007. If, after consulting with the Ministry's consultant and staff, you have serious unresolved concerns, you have the right to request the Minister of the Environment (135 St. Clair Avenue West, Toronto, Ontario, M4V 1P5) to "bump-up" (i.e. a Part II Order) this project. This may lead to the preparation of an Individual EA.

A copy of the "bump-up" request should be forwarded to the Ministry of Transportation and McCormick Rankin Corporation at the addresses below. If there are no outstanding concerns after February 16, 2007, the project will be considered to have met the requirements of the Class EA.

If you wish to obtain additional information about the project, please contact:

Mr. Gord Firth, P.Eng.  
Consultant Project Manager  
McCormick Rankin Corporation  
2655 North Sheridan Way  
Mississauga, Ontario L5K 2P8  
  
Phone: (905) 823-8500 (call collect)  
Direct: (905) 829-6246  
Fax: (905) 823-8503  
e-mail: [g.firth@mrc.ca](mailto:g.firth@mrc.ca)

Mr. Barry Buffington  
Project Manager  
Ministry of Transportation  
615 James Street South  
Thunder Bay, Ontario P7E 6P6  
  
Phone: (807) 473-2129  
1-800-465-5034 (toll free)  
Fax: (807) 473-2168  
e-mail: [barry.buffington@ontario.ca](mailto:barry.buffington@ontario.ca)

Information will be collected in accordance with the *Freedom of Information and Protection of Privacy Act*. With the exception of personal information, all comments will become part of the public record.

Des renseignements sont disponibles en français en composant (905) 823-8500 poste 313 M. François Doyon, Ing. Courriel: [fdoyon@mrc.ca](mailto:fdoyon@mrc.ca)





5(e)

Ministry of Public  
Infrastructure Renewal

Minister

6<sup>th</sup> Floor, Mowat Block  
900 Bay Street  
Toronto ON M7A 1L2  
Tel: 416 325-0424  
Fax: 416 325-3013  
[www.pir.gov.on.ca](http://www.pir.gov.on.ca)

Mailing Address:  
4th Floor, Suite 425  
777 Bay Street  
Toronto ON M5G 2E5

Ministère du Renouvellement  
de l'infrastructure publique

Ministre

6<sup>e</sup> étage, édifice Mowat  
900, rue Bay  
Toronto ON M7A 1L2  
Tél.: 416 325-0424  
Téléc : 416 325-3013  
[www.pir.gov.on.ca](http://www.pir.gov.on.ca)

Adresse postale :  
4<sup>e</sup> étage, bureau 425  
777, rue Bay  
Toronto ON M5G 2E5



Ontario

PIR1823MC-2006-501

December 11, 2006

His Worship John Rowswell  
Mayor  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie Ontario P6A 5N1

Dear Mayor Rowswell:

Please accept my congratulations on your success in the recent municipal elections.

Over the last year our government has worked in partnership with municipalities throughout the province on our \$30 billion plus infrastructure investment plan, ReNew Ontario, to address infrastructure priorities determined by the people of Ontario and plan for future growth. I am pleased to report that we are making significant progress in our strategy to build a solid foundation for economic growth and prosperity.

Your input is welcome and valued as we move forward with our investment initiatives. I look forward to working with you and council on the infrastructure needs of your municipality.

I wish you all the best in your new term as mayor.

Yours sincerely,

A handwritten signature in black ink, appearing to read "David Caplan".

David Caplan  
Minister



## OUTSTANDING COUNCIL RESOLUTIONS

As of January 15, 2007

<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
October 7, 2002	Report on feasibility of providing kiosks/structures on waterfront boardwalk to young entrepreneurs to provide souvenirs/convenience items	J. Caicco D. Oraziotti	EDC	
March 22, 2004	Review current branding and develop new brands	T. Sheehan J. Curran	EDC	Fall 2006
August 9, 2004	Report on establishing new Welcoming Entrance Infrastructure at north east and west entrances to the City.	S. Butland J. Caicco	Council Committee Chair: S. Butland	Fall 2006
August 9, 2004	Report on initiating, marketing and organization of Trade Missions	T. Sheehan S. Butland	International Relations Committee	Fall 2006
January 24, 2005	Report on Lock City Dairies proposal for statue of Wayne Gretzky at new Sports and Entertainment Centre	J. Caicco D. Amaroso	Steering Committee Cultural Advisory Board	Winter 2007
February 21, 2005	Develop Terms of Reference for new Arts and Entertainment Economic Opportunities Committee	T. Sheehan J. Curran	Steering Committee	Fall 2006
March 7, 2005	Report on potential revenue and requests for proposals for Snow Tubing Park	B. Hayes L. Turco	C.S.D.	January 29, 2007
June 13, 2005	Report on Great Lakes/St. Lawrence Seaway Conference water level situation	J. Collins S. Butland	Engineering (Mayor to provide information)	Summer 2007

(t) 5

<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
June 13, 2005	Report on PUC 2004 Annual Report concerning sustainability of dividend to the City	B. Hayes N. DelBianco	Finance Committee	Summer 2007
June 13, 2005	Report on recommendation of the A & E Economic Opportunities Working Committee regarding making films in Sault Ste. Marie	T. Sheehan S. Butland	EDC Legal (reported June 27/05) Clerk's	Fall 2006
June 27, 2005	Report on possible City participation in David Suzuki's Nature Challenge and Federal Government One Tonne Challenge to reduce smog and pollution	T. Sheehan B. Hayes	Engineering	Summer 2007 Awaiting direction from federal government on new status approach to the One Tonne Challenge
October 17, 2005	Investigate the merits of an employee suggestions and reward program	J. Caicco B. Hayes	Finance Clerk's	Spring 2007
May 8, 2006	Report on development of the local workforce and current labour requirements	J. Collins T. Sheehan	Destiny S.S.M. E.D.C.	
June 26, 2006	Feasibility of a leash-free zone for dogs at Topsail Island	S. Butland T. Sheehan	C.S.D.	Winter 2007
June 26, 2006	Report on Dust Control	S. Butland J. Caicco	Engineering	Spring 2007
July 10, 2006	Report on rationale for by-law controlling parking of mobile homes, travel trailers and work trailers on residential property	S. Butland P. Mick	Building/Planning	Summer 2007
July 10, 2006	Feasibility of an extension of current parking ban on Pine Street between McDonald and Cunningham	T. Sheehan J. Curran	P. W. & T.	Winter 2007

5(t)

<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
July 24, 2006	Report on feasibility of removing the truck route designation on Church Street	J. Curran T. Sheehan	P. W. & T.	Winter 2007
July 24, 2006	Possibility of purchasing playground equipment that meets CSA requirements to replace the train at Bellevue Park	T. Sheehan S. Butland	P. W. & T. - Parks	Winter 2007
August 28, 2006	Report on petition from Frontenac Street residents for water service	J. Caicco S. Butland	Engineering P.U.C.	Winter 2007
September 11, 2006	Report on waterfront boardwalk concerns from resident of 27 Partridge Court	P. Mick N. DelBianco	P. W. & T.	Feb. 12, 2007
September 11, 2006	Report on excavator locate requests Policy	S. Butland J. Caicco	Engineering	Winter 2007
September 11, 2006	Report on impact of putting an advance left turn signal at corner of Queen and Pine (for westbound traffic on Queen turning southbound onto Pine)	T. Sheehan J. Curran	P. W. & T.	Spring 2007
September 25, 2006	Report on the future of the current hospital site property	T. Sheehan J. Curran	Planning	Winter 2007
October 16, 2006	Upgrading Red Pine Drive	F. Manzo J. Collins	Syndicate P. W. & T.	July 2007
October 16, 2006	Northern Avenue by Zellers Plaza - Safety Concerns	N. DelBianco L. Turco	P. W. & T.	January 29, 2007
October 30, 2006	Report on funding for a skateboard park(s)/indoor park	P. Mick J. Curran	C.S.D.	

(f)(9)

<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
October 30, 2006	Recommendation to new Council that a committee be struck to examine Conservation Authority	S. Butland N. DelBianco	Council Committee	
October 30, 2006	Report on updating the property standards by-law	T. Sheehan L. Turco	Legal	January 29, 2007
October 30, 2006	Report on petition by residents of Queensgate Boulevard for a cul-de-sac	S. Butland J. Caicco	P. W. & T.	Winter 2007
December 11, 2006	Committee to report on Review of Boards and Committees	S. Myers T. Sheehan	Council Committee Chair: S. Myers	During 2007
December 11, 2006	Report on Election Signage regulations	B. Hayes T. Sheehan	Clerk's	Spring 2007
December 11, 2006	Report on pedestrian safety at intersection of Willow/McNabb Streets	B. Hayes P. Mick	P. W. & T.	Winter 2007
December 11, 2006	Report on feasibility of establishing an indoor soccer facility	S. Butland T. Sheehan	Council Committee Chair: S. Butland	
December 11, 2006	Report on how to update equipment and programming of the Agawa Canyon Tour Train attraction	J. Caicco S. Butland	Council Committee Chair: J. Caicco	
January 15, 2007	Report concerning airport emergency response measures	S. Butland F. Manzo	Legal Fire Airport Manager	February 26, 2007
January 15, 2007	PUC to report on service impact of not reducing City interest payment by \$500,000.00 in 2007	S. Butland F. Manzo	PUC	January 29, 2007

5(4)

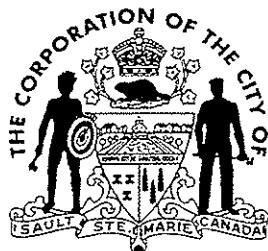
<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
January 15, 2007	Development of a Comprehensive Municipal Parking By-law with AAC consultation	J. Caiocco O. Grandinetti	Parking Legal	March 2007
January 15, 2007	Report on possible ban of horns at Greyhound Games	B. Hayes T. Sheehan	C.S.D.	
January 15, 2007	Report on flashing amber/red lights at intersection of Carmen's Way and Conmee Avenue	L. Tridico F. Manzo	Engineering P. W. & T.	
January 15, 2007	Request that Phillip Garforth provide an update on the progress/timelines of Borealis/Gateway Project	S. Butland B. Hayes		
January 15, 2007	Feasibility of re-establishing spring clean-up	F. Manzo D. Celetti	P. W. & T.	January 29, 2007
January 15, 2007	Report on business plan for Phases II and III Steelback Centre Private Suites	J. Caiocco O. Grandinetti	C.S.D.	

(t)5



5(h)

Joseph M. Fratesi, B.A. LL.B.  
Chief Administrative Officer



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

2007 01 29

Mayor John Rowswell and  
Members of City Council  
Civic Centre

**RE: STAFF TRAVEL REQUESTS**

Dear Council:

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

**1. Paul Antonello – Fire Services**

Advanced Fire Inspection & Enforcement  
February 2007  
Gravenhurst, ON  
Estimated total cost to the City - \$ 175.00  
Estimated net cost to the City - \$ 175.00

**2. Dan Fraser – Fire Services**

Advancement Fire Inspection & Enforcement  
January 2007  
Gravenhurst, ON  
Estimated total cost to the City - \$ 175.00  
Estimated net cost to the City - \$ 175.00

**3. Terry Barrett – Fire Services**

Specialized Rescue Operations/Hazardous Materials  
February 2007  
Gravenhurst, ON  
Estimated total cost to the City - \$ 225.00  
Estimated net cost to the City - \$ 225.00

**4. Rob Hewitt – Fire Services**

Public Education  
February 2007  
Gravenhurst, ON  
Estimated total cost to the City - \$ 225.00  
Estimated net cost to the City - \$ 225.00

5. **Pat McAuley – Public Works & Transportation**  
Ontario Good Roads Conference  
February 2007  
Toronto, ON  
Estimated total cost to the City - \$ 2,064.05  
Estimated net cost to the City - \$ 2,064.05
6. **Lynn McCoy – Fire Services**  
Fire Coordinator's Seminar  
February 2007  
Gravenhurst, ON  
Estimated total cost to the City - \$ 198.32 (credit)  
Estimated net cost to the City - \$ 198.32 (credit)
7. **Lynn McCoy – Fire Services**  
Meeting – Fire Marshal – Pat Burke  
February 2007  
Gravenhurst, ON  
Estimated total cost to the City - \$ 39.93 (credit)  
Estimated net cost to the City - \$39.93 (credit)
8. **Kathy Fisher – C.S.D. – Recreation & Culture (ECNHS)**  
Parks Canada, Cultural Resource Management  
February 2007  
Toronto, ON  
Estimated total cost to the City - \$ 1,210.00  
Estimated net cost to the City - \$ 410.00
9. **Brad Nowitski – P.W.T.**  
Technical Traffic Operations Course  
April, 2007  
Aylmer, ON  
Estimated total cost to the City - \$ 1,882.00  
Estimated net cost to the City - \$ 1,882.00
10. **Lynn McCoy – Fire Services**  
9<sup>th</sup> Annual Northeastern Fire Education Conference  
March 2007  
North Bay, ON  
Estimated total cost to the City - \$ 31.45  
Estimated net cost to the City - \$ 31.45

**11. Jim St. Jules – Fire Services**

9<sup>th</sup> Annual Northeastern Fire Education Conference  
March 2007  
North Bay, ON  
Estimated total cost to the City - \$ 436.00  
Estimated net cost to the City - \$ 436.00

**12. Michael Hojem – P.W.T.**

Technical Traffic Operations Course  
April, 2007  
Aylmer, ON  
Estimated total cost to the City - \$ 1,682.00  
Estimated net cost to the City - \$ 1,682.00

**13. Andy Krumins – P.W.T.**

T. J. Mahony Road School - Course  
May, 2007  
University of Guelph, Guelph, ON  
Estimated total cost to the City - \$ 1,403.00  
Estimated net cost to the City - \$ 1,403.00

**14. Peter Tonazzo & Steve Turco – Eng. & Planning – Planning Division**

Strong Communities – OMB/Planning Reform  
January, 2007  
Elliot Lake, ON  
Estimated total cost to the City - \$ 394.00  
Estimated net cost to the City - \$ 394.00

Respectfully submitted,



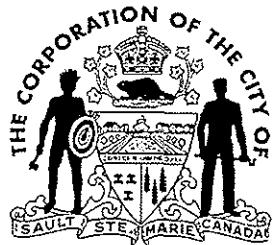
Joe Fratesi  
CHIEF ADMINISTRATIVE OFFICER

JMF: bb



5(i)

Ralph Robertson  
Manager of Purchasing



Finance Department  
Purchasing Division

2007 01 29

Mayor John Rowswell and  
Members of City Council  
Civic Centre

**Re: Firefighters' Protective Turnout Clothing**

Attached hereto for your information and consideration is a summary of the quotation received for the supply and delivery of Firefighters' Protective Turnout Clothing required in 2007 by Fire Services.

The original tender for this "Turnout Clothing" was called in 1999 and the acquisition this year forms part of a multi-year replacement program. The manufacturer and supplier of the suits was established in 1999 through the regular tendering process. Having one manufacturer supply our total requirement of Turnout Clothing, eliminates the possibility of mismatching Coats & Bunker Pants and possibly creating potentially dangerous and unsafe conditions.

New additional N.F.P.A. (National Fire Protection Association) requirements have increased the price 5.7% from the 2006 prices.

**RECOMMENDATION**

It is therefore my recommendation that the quotation for the supply and delivery of Firefighters' Protective Turnout Clothing, submitted by Starfield-Lion Safetywear, in the total amount of \$30,380.72, including taxes, be accepted.

This report is submitted for Council's approval.

Respectfully submitted,

A handwritten signature of Ralph Robertson.

Ralph Robertson  
Manager of Purchasing

RR:nt  
Attach.

Recommended for approval,

A handwritten signature of W. Freiburger.

W. Freiburger  
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

A handwritten signature of Joseph M. Fratesi.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
P.O. BOX 580 \* CIVIC CENTRE \* SAULT STE. MARIE, ONTARIO, CANADA P6A 5N1  
TEL: (705) 759-5299 \* FAX: (705) 759-1842

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$30,500.00**

**RECEIVED: January 29, 2007  
File #2007FA01M**

**SUMMARY OF QUOTATION**  
**FIREFIGHTERS' PROTECTIVE TURNOUT CLOTHING**

<u>Firm</u>	<u>Quantity</u>	<u>Pants &amp; Jacket</u> <u>Unit Price</u>	<u>Total Taxes</u> <u>(PST/GST)</u>	<u>Total Price</u> <u>(Incl. Taxes)</u>	<u>Delivery</u>	<u>Remarks</u>
Starfield-Lion Safetywear Toronto, ON	15	\$1,776.65	\$3,730.96	<b><u>\$30,380.72</u></b>	40 w/days	Meets Specifications including New N.F.P.A. "Drag Rescue Device"

Note: Starfield-Lion Safetywear were the successful bidder in the original tender called in 1999. This purchase is part of a multi-year replacement program and represents a 5.7% increase from the 2006 price, only due to the addition of new N.F.P.A. standards over last year. It is my recommendation that the quoted price, meeting specifications, submitted by Starfield-Lion Safetywear, be accepted.

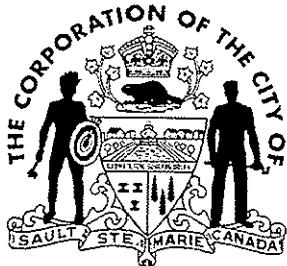
Ralph Robertson  
Manager of Purchasing

5(1)

Peter A. Liepa  
City Tax Collector

Tax & Licence Division  
Finance Department

5(j)



2007 01 29

Mayor John Rowswell  
and Members of City Council  
Civic Centre

**RE: Property Tax Appeals**

Attached are listings that summarize applications for adjustments to the Tax Roll pursuant to Section 357 of the Municipal Act, 2001.

The Municipal Property Assessment Corporation (MPAC) has recommended the amount of assessment to be adjusted. Each of the applications has been reviewed individually and recommended as shown.

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,

A handwritten signature of Peter A. Liepa.

Peter A. Liepa  
City Tax Collector

PAL/md

Attach.

Recommended for Approval:

A handwritten signature of William Freiburger.

William Freiburger  
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

A handwritten signature of Joseph M. Fratesi.

Joseph M. Fratesi  
Chief Administrative Officer

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
PROPERTY TAX APPEALS  
2006 Tax Year

DATE: 2007 01 29  
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
020-036-034	748 Wellington Street East	Beverley, Aaltje	RT	C	07-01	624.98	46.58	671.56
040-016-038	295 Wellington Street West	1531153 Ontario Inc.-Mannello, Robert J.	CT/RT	A	07-02	246.70	0.71	247.41
050-025-054-01	38 Hill Street	Bialy, Stanislaw & Elzbieta	RT	D	07-03	41.67	-	41.67
060-085-101	127 Pointe Louise Drive	Diberardino, Julian & George	RT	D	07-04	144.72		144.72

Certified Correct:

Peter A Liepa  
City Tax Collector

REPORT TOTAL 1,058.07 47.29 1,105.36

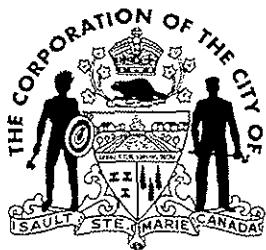
- 
- A. REALTY TAX CLASS CONVERSION
  - B. BECAME EXEMPT AFTER RETURN OF ROLL
  - C. RAZED BY FIRE AFTER RETURN OF ROLL

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

55

5(k)

P. A. Liepa, A.I.M.A.  
City Tax Collector



Finance Department  
Tax & Licence Division

2007 01 29

Mayor John Rowswell  
And Members of City Council  
Civic Centre

**RE: Vacant Unit Tax Rebate Program  
Commercial and Industrial Properties**

Attached are listings that summarize applications for vacant unit property tax rebates pursuant to Section 364 of the Municipal Act, 2001, reflecting the 2006 taxation years.

All applications were received within the statutory time limit. Applications requiring clarification of the assessment values were returned to the Municipal Property Assessment Corporation (MPAC) for further research.

MPAC has recommended the amount of assessments to be adjusted and each of the applications has been reviewed individually and recommended as shown.

An appropriate resolution has been prepared for your consideration.

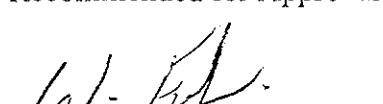
Respectfully submitted,

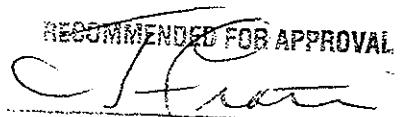
  
P.A. Liepa  
City Tax Collector

PAL/ms

Attach.

Recommended for Approval

  
William Freiburger  
Commissioner of Finance & Treasurer

**RECOMMENDED FOR APPROVAL**  
  
Joseph M. Fratesi  
Chief Administrative Officer

APPLICATION FOR VACANT UNIT TAX REBATE  
PURSUANT TO SECTION 364  
OF THE MUNICIPAL ACT, 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
VACANT UNIT TAX REBATE PROGRAM  
2006 PROPERTY TAXES

DATE: 2007/01/16 PAGE: 1  
TIME: 19:04

ROLL NUMBER	PROPERTY ADDRESS / PERSON ASSESSED	C A N C E L L A T I O N S	TAXES INT CAN	TAXES INT PAY	REBATE	D O W N T O W N / B. INT CAN INT PAY	I. A. REBATE	TOTAL REBATE		
03009205400	00756 LANDSLIDE RD 1671299 ONTARIO INC	2750.11 R-C	130.71	13.91	2894.73	.00	.00	.00	2894.73	
04001603100	00317 WELLINGTON ST W MURRAY ALAN CAMPBELL	372.51 U-C	2.90	.00	375.41	.00	.00	.00	375.41	
04001603800	00295 WELLINGTON ST W 1531153 ONTARIO INC	308.32 U-C	.88	.00	309.20	.00	.00	.00	309.20	
04002318400	00172 GORE ST CHINA FERRUCCIO ISIDORO	880.38 U-C	68.82	4.04	953.24	.00	.00	.00	953.24	
05000203100	00624 WELLINGTON ST W 786276 ONTARIO INCORPORATED	2322.27 U-C	.00	.00	2322.27	.00	.00	.00	2322.27	
05001701500	00343 SECOND LINE W BERTO ROBERT RONALD	809.75 U-C	13.53	2.05	825.33	.00	.00	.00	825.33	
TOTALS:			7443.34	216.84	20.00	7680.18	.00	.00	.00	7680.18

(K)5

CANCY SUMMARY

TAX ADJUSTMENTS:	7443.34	.00	7443.34
INTEREST CANCELLATION:	216.84	.00	216.84
INTEREST PAYABLE:	20.00	.00	20.00
TOTAL ADJUSTMENTS:	7680.18	.00	7680.18

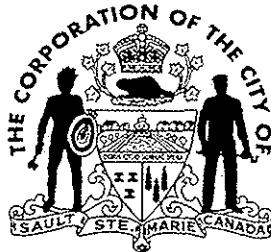
CERTIFIED CORRECT

P.H. LIEPA  
CITY TAX COLLECTOR

5(k)



William Freiburger, CMA  
Commissioner of Finance  
and Treasurer



Finance Department

2007 01 29

Mayor John Rowswell and  
Members of City Council

**Re: Purchase of a New Financial Information System**

This report is to request approval and funding for a new Corporate Financial Information System (FIS).

**Background**

Our current COBOL based FIS software was installed over 30 years ago and our Information Technology (IT) staff have continually upgraded the applications over the years to meet the growing needs of our users.

We have come to a time that we must upgrade our FIS in order to provide the level of financial services that are required to operate this municipality.

Significant changes are required to upgrade our current system including a new chart of accounts and additional software integration. We require a modern software base to meet current and future needs of the Corporation.

The City retained a consultant in 2005 to review our current system and provide a financial systems analysis. The firm of Jackson Begg Limited provided the following executive summary of their review of our current FIS and their report is included in the attached May 29, 2006 Council report.

*The City of Sault Ste. Marie is using an internally supported financial information system based on an account structure originally developed by the City of London over 25 years ago. This system delivers basic financial system functionality, but it does not have the sophistication to gather and report information with the complexity required for a municipal government in 2005.*

*The primary impetus for change is to improve the sophistication and flexibility of the FIS to meet current and future management challenges. Improving the existing system to meet these requirements involves changing the architectural core of the system across all modules, essentially a re-write of the system. Even*

*if the economics were favourable (which is very unlikely), the City does not have enough staff to make these changes within a reasonable time frame. Moreover, and 2/3 of the staff that are in place are eligible to retire in three years and this has negative implications for ongoing support and continued evolution.*

*There are proven financial systems available in the open market that will meet the City's needs now and into the future. Considering the personnel/resource situation, we recommend that the City migrate to one of these third party solutions in the near future. We estimate that the systems selection and implementation cycle can be completed within fifteen months at a budget cost of approximately \$1,000,000.*

### **Benefits of a New Financial Information System**

The following benefits of a new FIS are included in the attached report from Mr. Frank Coccimiglio, Manager of Information Technology.

1. More timely reporting and information for system users
2. Integration of systems
3. Improved financial reporting for Financial Statements
4. Financial process improvement
5. Adopting industry best practices
6. Integration and portability with soft-products such as spreadsheets and report writers
7. Exceptional integration with new applications or responsibilities including "eGovernment"
8. Ability to budget monthly and quarterly or seasonally
9. Advanced search capabilities
10. Improve the financial integrity of the corporation

### **Process**

- A consultant was retained in 2005 to analyze options for our FIS. The current FIS was assessed versus systems offered by municipal software companies.
- On May 23, 2006 the Finance Committee reviewed the request for a new FIS system.
- On May 29, 2006, Council approved the issuance of a Request for Proposal for a new FIS system (report attached).
- On June 12, 2006, Council approved the hiring of a consultant to assist with the software selection process. Predefined scoring criteria were created to evaluate each major software module.

## Report to Council – Purchase of a New Financial Information System

2007 01 29

Page 3.

- Request for Proposal for a new FIS issued August 1, 2006 and closed September 15, 2006.
- Four proposals were received and two short listed vendors made presentations during the last 2 weeks of October 2006 to staff from departments and divisions affected by the software changes.
- Staff reviewed the proposals against the scoring criteria and the Steering Committee selected Diamond Municipal Solutions.
- January 23, 2007 reviewed request for a new FIS system with Finance Committee.
- January 29, 2007 approval by Council
- Implementation planning including new account structure – full year 2007
- Live system conversion and new account structure implementation for January 1, 2008

**Selected Vendor – Diamond Municipal Solutions**

Based on detailed criteria, staff unanimously selected Diamond Municipal Solutions.

Diamond Municipal Solutions is Microsoft's go-to-market business solution delivery partner for local government in North America. As such, Diamond specializes exclusively in local government and works with Microsoft to deliver comprehensive business management solutions.

Diamond product suite expands upon the functionality of Microsoft Dynamics GP (formerly Microsoft Great Plains) and combines a broad range of 'municipal specific modules' designed to meet the unique needs of local government.

Within the Microsoft Business Solutions group, Dynamics GP is supported and enhanced by a team of over 1,500 developers and \$5.2 billion in annual R & D spending. Dynamics GP is used by over 38,000 customers in North America.

Diamond Municipal Solutions is a Microsoft Gold Certified Partner, which means they have direct access to Microsoft product managers and are actively involved in influencing Microsoft Public Sector strategies and collaborating with senior members of Microsoft Business Solutions and Public Sector teams.

Diamond Municipal Solutions has 65 staff members across 3 offices in North America. The company has been in existence for 13 years implementing over 200 systems for customers across North America.

Diamond Municipal Solutions supports over 70 customers in Ontario including 14 of the 24 Counties in Ontario.

Attached is an Industry Experience and Vendor Profile from Diamond.

### **Benefits of Implementing the Diamond/Microsoft (FIS)**

By implementing the Diamond Municipal/Microsoft's Dynamics GP Solution the Corporation will obtain the following benefits:

- **Manage finances efficiently:** Enter and access data from anywhere in Microsoft Dynamics GP solution providing rich capabilities and tight integration across the Corporation's FIS. Microsoft Dynamics GP solution helps make period-end closings more efficient and reduce overhead costs for financial management.
- **Make decisions confidently:** Rely on information that is up-to-date, complete, and accurate. One-time data entry, automatic information updates, and seamless integration across the Microsoft Dynamics GP solution helps ensure that the corporation is working with reliable information.
- **Extends the value of your financial information company-wide:** Microsoft Dynamics GP connects financials with operations across our business. We can access and analyze information with the business productivity applications we already know and use (Microsoft Office Suite). For example, we can quickly create PivotTables to uncover the most relevant business information, create Excel-based budget templates, and build customized financial reports.
- **Future Support and Longevity:** Microsoft Business Solution Group team of 1,500 developers and a \$5.2 billion annual R&D budget will provide the Corporation with a leading edge technology for years to come.

### **System Modules from Microsoft Dynamics GP**

The Financial Information System (FIS) project includes the following modules:

- **GENERAL LEDGER:** From flexible account options to intelligent transaction processing, the comprehensive accounting tools in the General Ledger will allow us to capture and analyze vital financial information so we know where we've been, and where we are, and can chart where we are going.

- **BUSINESS INTELLIGENCE & FINANCIAL REPORT**

**WRITER/MANAGER:** Classify, report, and analyze financial transactions based on our specific business needs with an unlimited number of user-defined transaction dimensions, including Cost Centre, Profit Centre, as well as predefined system transaction dimensions such as Customer, Vendor, Item, and Site. Generate multi-level reports more easily with wizard-driven inquiries that integrate with Microsoft Office Excel and Microsoft Dynamics GP SmartList.

- **ACCOUNTS PAYABLE:** Improve our control over expenses with up-to-the-minute information about our payables, easy management of our vendors, and effort-saving automation of many routine or complex tasks that provides a great return on investment.

- **ACCOUNTS RECEIVABLE & INVOICING:** Maintain tight control over Accounts Receivables with capabilities that help us track invoices, process receipts, and analyze customer activity, so we can manage sales made on account more effectively and yet maintain lower overhead costs.

- **CENTRAL COLLECTIONS (Cash receipts):** Control our cash flow and expenses more effectively with seamless integration to Microsoft Dynamics GP Receivables Management and General Ledger.

- **PROCUREMENT:** Take control of our business processes, build lasting vendor relationships, and minimize costs. Advanced automation reduces the time and effort to manage purchase order processes, and robust capabilities empower employees with tools to track and manage vital commitments on the fly and information to make smart business decisions.

- **INVENTORY:** Achieve accurate visibility and effective control over Inventory.

- **HUMAN RESOURCES: Avanti Software** HR module that manages and coordinates Human Resource business processes and gets the most from employees. Features such as (Lifetime history for every employee, Full-featured Health and Safety tracking by employee, Time & Attendance Calendar, ETC.)

- **PAYROLL: Avanti Software** Payroll system fully integrated with GL and HR that is full of features such as (time import options, unlimited detailed history of payments, generation of Record of Employment, easy T4/T4A and year end processes, etc.).

- **PROPERTY TAX:** Tightly integrated tax-roll maintenance solution which seamlessly integrates with Microsoft Dynamics GP.
- **FIXED ASSETS:** Controls our municipality's assets and puts them to the best possible use in our organization with the asset management capabilities we need to effectively track, analyze, and manipulate these assets to make them work for us. This will be utilized for new PSAB Accounting Regulations.
- **WORK TECH Suite:**

The **WORK MANAGER** delivers advanced capabilities for planning, scheduling and tracking labor, equipment and other physical resources as part of an effective operations management strategy. WORK MANAGER assists in implementing cost-efficient work methods through an integral efficiency-tracking unit. Integration with Great Plains enables real-time mapping of all costs to general ledger accounts.

The **ASSET MANAGER** is a comprehensive, self-contained inventory system suitable for tracking any physical civic asset including roads, bridges, culverts, water mains, facilities, sewers etc. The application puts managers in complete control of the type of asset to be tracked and the level of detailed information to maintain. Proactive management tasks such as maintenance scheduling and capital needs forecasting can all be performed within this multi-functional module.

**SERVICE MANAGER** empowers users with an instrument for result-oriented work order processing and customer relationship management. This versatile system administers service requests originating from both the public and internal staff. Preventative maintenance tasks can also be entered as work orders as part of an overall asset and equipment life-cycle management plan.

Note that the proposed solution from Diamond Municipal Solution includes a payroll/human resources system from a software company called Avanti. This software will be fully integrated in the system and was recommended since it has more flexibility and is better suited for our municipal application.

**Project Cost**

Software	400,000
Services – selection, implementation and training	520,000
Computer Hardware and Installation	<u>280,000</u>
Total Cost	<u>1,200,000</u>

**Funding Sources**

Computer Software Reserve – yearend 2005 balance	259,320
2006 Capital from Current Allocation	<u>100,000</u>
Computer Software Reserve - funds available 2006	359,320
Electronic Office Equipment Reserve	
Reserve used to fund computer hardware component	
Balance yearend 2005 - \$287,051 of which \$125,000	
is committed	<u>150,000</u>
Total Funding allocated at 2006	509,320
Balance to be funded over next 4 year allocations	
of Capital from Current Allocation.	
\$172,670 per year for 4 years	<u>690,680</u>
Total Funding	<u>1,200,000</u>

Note: A previous report estimated hardware costs to be \$150,000. Based on specifications provided by the software vendor, the estimate for computer hardware and installation was increased to \$280,000.

**Annual Licensing Fee**

The new software and hardware requires annual licensing fees that estimated to be \$92,000. This amount will be annualized in the Information Technology annual budget for 2008 and beyond.

### **Project Implementation Team**

A following project team has been established to implement the new FIS.

Project Organizer: Shelley Schell – Manager of Finance and Audits

Project Committee: Shelley Schell – Manager of Finance and Audits  
Enrico Pino – Manager of Accounting  
Scott McLellan – Manager of Budgets and Revenue  
Frank Coccimiglio – Manager of Information Technology

The attached chart indicates a project team for each module purchased.

### **Conclusion**

This project will be a massive undertaking for the Corporation including the implementation of a new account structure. The Finance Department is fully committed to this project and will not have the staff resources to take on new commitments or projects in 2007 and 2008.

It is important that this project be approved now in order to meet the implementation date of January 1, 2008.

At a meeting on January 23, 2007 the Finance Committee recommended approval of the proposed new FIS project and financing plan.

We will update the Finance Committee on the progress of the system implementation.

### **Finance Committee**

At the January 23, 2007 Finance Committee Meeting, the following resolution was passed.

*Moved By: Councillor J. Caicco*

*Seconded By: Councillor F. Fata*

*Resolved that the Finance Committee approve the purchase of a Financial Information System as proposed by Diamond Municipal Solutions and funding be provided from the Computer Software Reserve, the Electronic Office Equipment Reserve as recommended and an annual allocation of \$173,000 for 4 years (2007 to 2010) from the Capital from Current Allocation.*

2007 01 29

Page 9.

The following issues were discussed at the Finance Committee Meeting.

Staff are sensitive to the fact that we are outside the budget process, but approval is required now in order to get the software and equipment in place for implementation. If this decision is delayed the implementation date would be extended to 2009.

This new system will assist with the new accounting requirements under the Public Sector Accounting Board (PSAB) that require municipalities to account for assets in the same manner as the private sector by January 1, 2009.

The FIS system will take a year of planning and a year of implementation (2007-2008).

Staff cannot quantify specifically the efficiencies that will result from this system. Our goal is a modern and integrated FIS system that can provide timely quality information to the organization.

After the new FIS is fully implemented we will have better opportunities for achieving future efficiencies in our organization.

The allocation of \$173,000 for the FIS project will be accommodated within the staff recommendation of the \$600,000 Capital from Current Allocation.

## RECOMMENDATION

City Council approve the purchase of a Financial Information System as proposed by Diamond Municipal Solutions and funding be provided from the Computer Software Reserve, the Electronic Office Equipment Reserve as recommended and an annual allocation of \$173,000 for 4 years (2007 to 2010) from the Capital from Current allocations.

An appropriate by-law appears elsewhere on the agenda for approval.

Respectfully submitted,

W. Freiburger, CMA  
Commissioner of Finance and Treasurer

WF/kl

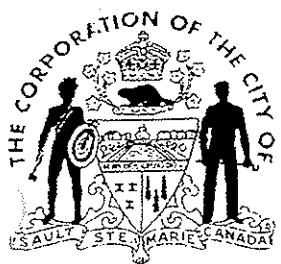
RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer

Report to Council – Purchase of a New Financial Information System  
2007 01 29  
Page 10.

5(1)

Attachments

1. Council Report – May 29, 2006 (Pg. 1.1 – 1.23)
2. Diamond Vendor Profile (Pg. 2.1 – 2.6)
3. Diamond Industry Experience (Pg. 3)
4. Project Team Summary (Pg. 4)



# CITY COUNCIL RESOLUTION

1.1

5(1)

Date: May 29, 2006

Agenda Item

MOVED BY  
SECONDED BY

Councillor  
Councillor

D. Celetti  
J. Curran

Resolved that the report of the Commissioner of Finance and Treasurer dated 2006 05 29 concerning New Financial Information System be accepted and the recommendation that Council approve the issuance of a Request for Proposal for a new financial information system with funding to come from the Computer Software Reserve, be approved.

CARRIED  
 REFERRED

DEFEATED  
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

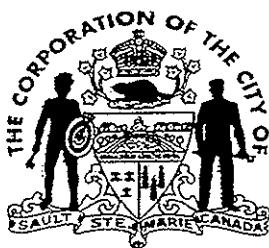
SIGNATURE

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

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

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

William Freiburger, CMA  
Commissioner of  
Finance and Treasurer



1.2  
Finance Department

5(1)

2006 05 29

Mayor John Rowswell and  
Members of City Council

**RE: NEW FINANCIAL INFORMATION SYSTEM**

Staff is requesting approval to proceed with a Request for Proposal for a new financial information system.

We have utilized our current in house system for over 25 years with constant upgrading from our talented Information Technology staff.

We feel it is time to progress to a new financial information system due to a need for improved integration and new account structures, more timely reporting and the incorporation of best practices in new software.

Attached is my report of May 23, 2006 to the Finance Committee detailing cost estimates and sources of financing for the project. The estimated cost of a new system is \$1,050,000 of which \$459,320 has been funded to date. The staff recommendation would be presented to the new Council in December 2006 with full implementation in 2008.

Also attached is a report from Mr. Frank Coccimiglio, Manager of Information Technology detailing the need for a new financial information system. The report includes a review of our current system by a consultant who specializes in municipal software applications.

On May 23, 2006 the Finance Committee reviewed this request and passed the following resolution.

*Moved By: Councillor J. Caicco  
Seconded By: S. Schell*

*Resolved that the reports of the Commissioner of Finance and Treasurer and the Manager of Information Technology concerning a new corporate Financial Information System be approved;  
And Further Be It Resolved that the reports be referred to City Council for consideration and approval.*

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**Recommendation**

City Council approve the issuance of a Request for Proposal for a new financial information system with funding from the Computer Software Reserve.

Respectfully submitted,

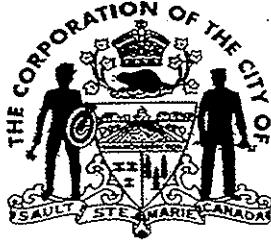


W. Freiburger, CMA  
Commissioner of Finance and Treasurer  
Finance Department

WF/kl

Attachments

William Freiburger, CMA  
 Commissioner of  
 Finance and Treasurer



Finance Department

2006 05 23

Finance Committee  
 Civic Centre

#### **RE: NEW FINANCIAL INFORMATION SYSTEMS**

Listed below is cost information and an implementation schedule for a new financial information system.

#### **Estimated Cost**

Software	400,000
Services – selection, implementation and training	500,000
Computer Hardware	<u>150,000</u>
Total Cost	<u>1,050,000</u>

#### **Funding Sources**

Computer Software Reserve – yearend 2005 balance	259,320
2006 Capital from Current Allocation	<u>100,000</u>
Computer Software Reserve - funds available 2006	359,320
Electronic Office Equipment Reserve	
Reserve used to fund computer hardware component	
Balance yearend 2005 - \$287,051 of which \$125,000	
is committed	<u>100,000</u>
Total Funding allocated at 2006	459,320
Balance to be funded over next 3 year allocations	
of Capital from Current Allocation	<u>590,680</u>
Total Funding	<u>1,050,000</u>

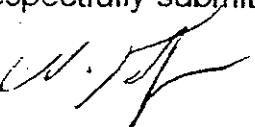
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1.5  
5(1)

### Implementation Schedule

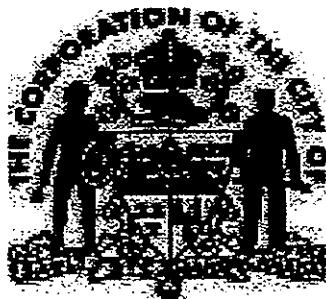
- Review by Finance Committee - May 23, 2006
- Council approval to issue a Request for Proposal - May 29, 2006
- RFP issued by July 1 and closing early September 2006
- Staff and consultant review RFP proposal - September and October 2006
- Council approval of Software Purchase – December 2006 – New Council
- Implementation planning including new account structure – full year 2007
- Live system conversion January 1, 2008

Respectfully submitted,



W. Freiburger, CMA  
Commissioner of Finance and Treasurer

5(1)



Financial Information Systems  
Corporate Direction  
Report

Prepared By: Finance Department

5(1)

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Costs / Timing.....	Page 4

### Appendices

Appendix A – Financial Modules

Appendix B – Costing Schedule

Appendix C – Current Financial Information System Integration Diagram

Appendix D – Jackson Begg Limited Consulting Report

### Executive Summary

The backbone of any organization, financial information systems are the foundation that helps a corporation manage and gain insight into the most important parts of their business. Financial Information Systems streamline processes to help an organization manage business-critical functions.

The City of Sault Ste. Marie has been developing and maintaining the City's Financial Information System (FIS) over the past 25 years. The current system is a functional rich system offering all the major modules and integration that is expected of a "day-to-day" Financial Information System. However, the current system does not have the tools to help the organization analyze and disseminate its financial information with the complexity and a timely manner that is required of a modern day municipal government. The primary goal for change and the direction the City is undertaking is to improve the sophistication and flexibility of the FIS in addressing upcoming challenges in a cost effective and timely matter.

Financial Information is at the core of the municipal's business. The City of Sault Ste. Marie requires a computer solution that will provide effective management of financial information with easy access to this information for city staff, councillors, and residents.

With the emergence of "Smart Communities", "Digital Cities" and "eGovernement", the City's "back-office" corporate Financial Information Systems must be replaced prior to adopting this "self-service technology".

Taking the FIS to this next level can be accomplished by both *re-developing/re-writing and enhancing our current FIS* or by *implementing an industry proven solution*.

This report is recommending the purchase and implementation of proven Financial Information System from the municipal sector. It will outline the reasons from the recommendation.

### Supporting Background Information

Even though our current FIS is feature rich and fully intergraded it lacks certain functionality. The requirements of the system when first designed 25 years ago have changed over the years. The city has out grown the current system.

Outlined below are areas of concern:

- The City has outgrown the "Chart of Accounts" structure. The existing account structure cannot accommodate the needs effectively (i.e. track multiple organizations separately, DSSAB, Library). Changing account structure would require major re-writes of current system.

- Identification of Requirements: System modifications are based on user requirements. User requirements, in most cases, come for the need to resolve the problem at hand and not from overall "best-practices" system perspective. Users are not aware of what the industry standards are when requesting system enhancements from Information Technology.
- Real Time Reporting: Real-time reporting and mission-critical data currently is obtained from the Finance Department and from Information Technology as requested. Information is not easily available across the organization to line staff, division or department heads through ad-hoc requests.
- Portability of Data: Information data residing in the FIS can easily be ported over to the soft-product productions software such as Microsoft Excel, Word and Access.
- Current Technology: The current system is developed on a technology that maybe approaching functional limitations. Depending on the industry's demand for this technology will determine the supply of solutions required for future development.

Third party software solutions are developed and implemented for a larger user base than the in-house developed systems. As a result the City, if they were to adopt an industry solution, it would benefit from these advantages listed below:

- Vendor systems remain current with technology changes driven by the industry to remain competitive. The City would benefit from this ongoing leading edge technology.
- Systems are developed for a large customer base, allowing for "client business knowledge" input and "best-practices" to be written into their solutions.
- Municipal Sector Vendors must remain compliant with legislative change from the provincial and/or federal government.
- Development costs are spread over a larger economic base so new systems come on line at a lower cost from the standpoint of each individual client. These costs would be less than what it would cost if developed internally.

#### Benefits / Striving to Achieve

By moving forward with this recommendation the Corporation aspire to achieve:

- Timely Reporting
- Real Time Reporting
- Improved Customer Access and Satisfaction
- Improved Financial Reporting (Financial Statements) to Government and Agencies
- Integration and portability with soft-products such as spreadsheets and report writers
- Exceptional Integration with "eGovernment"
- Adopting Industry "Best-Practices"
- Provide critical management information in real time
- Have information available, in a timely fashion, in the hands of decision makers
- Review and modify current process while adopting best practices
- Financial Process Improvement

### Third Party Review

An independent consultant, specializing in municipal software with considerable working experience with Ontario municipalities, was engaged to analyze the options for financial information systems. The attached report (Appendix-D) of Jackson-Begg Limited recommends the City migrate to a third party solution in the near future.

### Cost Planning

Based on the information provided by Jackson/Begg consultant The City is estimating a cost of the project to be one million dollars. This cost would be to purchase and implement a vendor solution staff and resources. There will also be an annual maintenance cost commencing a year after the installation which will be in the range of 10% to 20% of the original installation costs.

It is critical that we proceed in this direction and full implementation is completed within two to three years for the following reasons:

- Some key city staff employees are within a three-year retirement window. Having these staff members available are essential to the implementation. City will lose critical business and technical knowledge required for the implementation phase.
- The longer we wait the longer it will take to meet our goals.

### Attached Appendix Items

Appendix A – Financial Modules: Financial modules offered by the vendors along with a brief description.

Appendix B – Costing Schedule: Scheduling outlining the estimated cost to implement the Financial Information System.

Appendix C – Current Financial Information System Integration Diagram: Current system module diagram depicting the current in-house developed systems and how they are intergraded.

Appendix D – Jackson/Begg Limited Report. Consultants report on the current status of the City's Financial Information Systems.

### Appendix A - Financial Modules

Financial Module	Description / Function
General Ledger (GL)	The General Ledger is compliant with all government and municipal accounting standards and offers online user defined inquiry, graphical inquiry and object based inquiry.
Account Receivable	Accounts Receivable Application offers a flexible billing control system for many items within the organization. This Accounts Receivable application has the ability to handle multiple departments or branches, and produces invoices on demand or by batch as required.
Accounts Payable	Application automates the handling of taxes, recurring payments and on-the-fly supplier set up. This application supports online transaction history, including graphical inquiry, and offers flexible report selection options for any period or year.
Purchasing/Commitments	Purchasing Application provides total purchasing control, including commitment accounting for the General Ledger. Full purchasing history is available on demand within the application. The integration with Inventory provides re-order quantities and re-orders points.
Central Collections	Application provides an online integrated single source for the receipt of all money by the organization. This Application handles and distributes receipts of all miscellaneous cash including grants, and offers full security by user, online verification and find features for accounts owing, including calculation of interest, discounts, penalties, and residential grants.
Budget	The budgeting portion of the General Ledger provides for transactional detail to support the total budget amount, along with full "What If Analysis" by account or range of GL accounts and spreadsheet links.
Property Taxes	Property Taxation Application produces property taxation billings, reports and account control in accordance with state and provincial requirements. This application handles all frontage taxes, improvement taxes, EDI or automated update of assessment information, interim billings, school tax reporting, tax certificates, application of all penalties, interest and other charges including mortgage companies, prepayments and property tax sale calculations.
Payroll	Payroll Application supports variable pay-periods as well as pay types and supports direct deposits to multiple bank accounts. The integration with Maintenance Management and Project Costing eliminates duplication of labour.
HRIS	Human Resources Application streamlines the management of employee information for employee history, family benefits, attendance, vacation scheduling and other "User Definable" information.
Inventory	Inventory Application provides the user with total inventory control, including product history, turnover and availability. The flexible descriptions and allocations of inventory items by category, department and location allow for a more manageable, organized Inventory system.
Work Management / Maint. Mgmt System	Handles the planning and recording of work. Job Costing, Equipment Management, and Project Management. Manages the inventory of multiple assets.

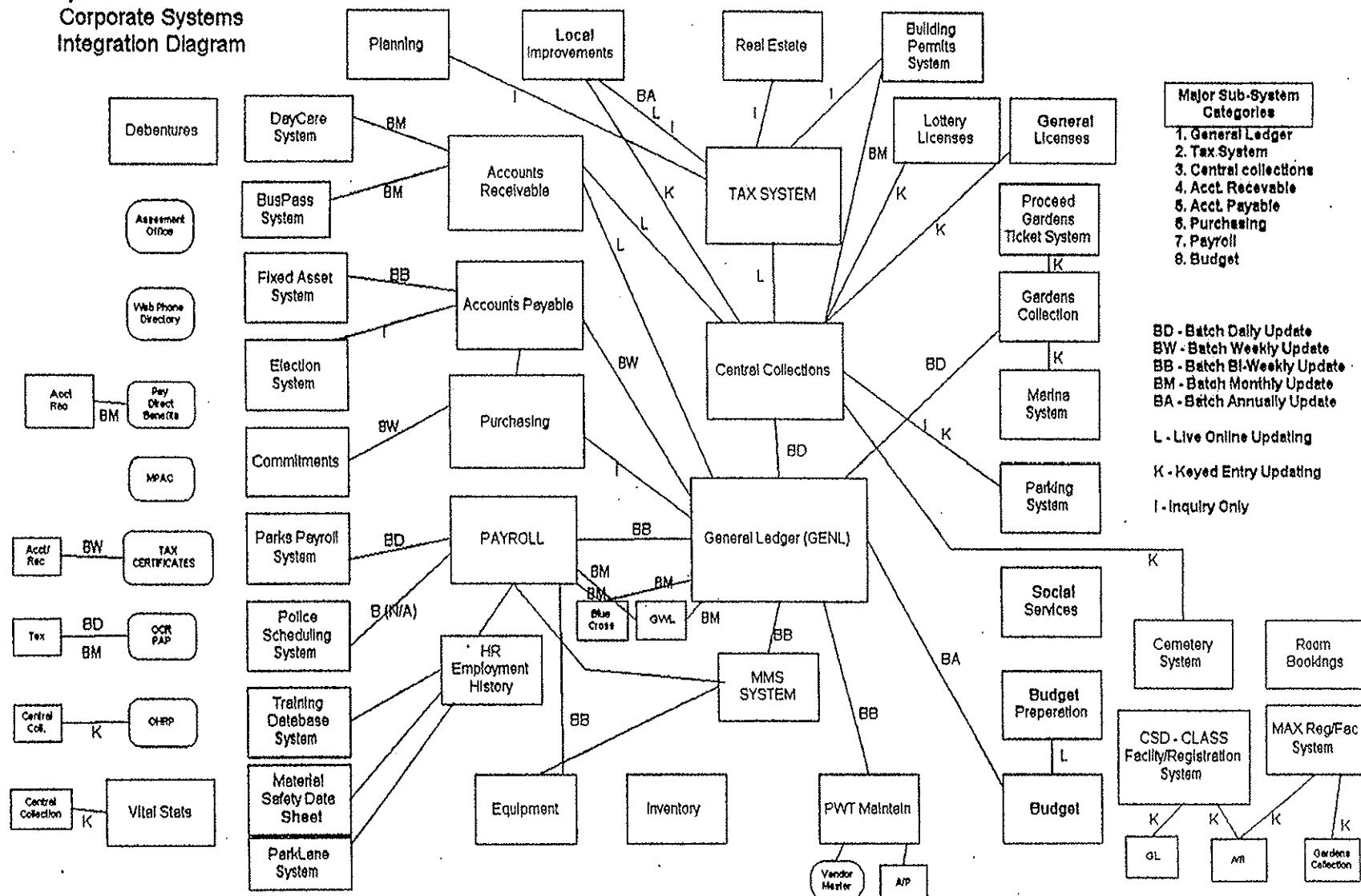
### Appendix B - Cost Schedule

Category	Cost
<b>Software</b> Includes General Ledger, Accounts Payable, Accounts Receivable, Purchasing/Commitments, Inventory, Work Management, Budget, Property Tax, Building Permits, Payroll and HRIS)	\$400,000
<b>Services</b> Includes RFP preparation, a selection process, project management, training, conversion and implementation.	\$500,000
<b>Computer Hardware</b> Back-Office Servers, Data storage, Backup solution, Disaster Recovery Unit, Networking Devices and other workstation related equipment	\$150,000
Total	\$1,050,000

**Information Technology Division  
Finance Department**

Financial Information System  
Corporate Direction, 2006

**City of Sault Ste. Marie  
Corporate Systems  
Integration Diagram**



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5(1)

Appendix D – Jackson Begg Limited Consulting Report



# **Financial System Analysis**

*The City of Sault Ste. Marie*

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## Executive summary

The City of Sault Ste Marie is using an internally supported financial information system based on an account structure originally developed by the City of London over 25 years ago. This system delivers basic financial system functionality, but it does not have the sophistication to gather and report information with the complexity required for a municipal government in 2005.

The primary impetus for change is to improve the sophistication and flexibility of the FIS to meet current and future management challenges. Improving the existing system to meet these requirements involves changing the architectural core of the system across all modules, essentially a re-write of the system. Even if the economics were favourable (which is very unlikely), the City does not have enough staff to make these changes within a reasonable time frame. Moreover, and 2/3 of the staff that are in place are eligible to retire in three years and this has negative implications for ongoing support and continued evolution.

There are proven financial systems available in the open market that will meet the City's needs now and into the future. Considering the personnel/resource situation, we recommend that the City migrate to one of these third party solutions in the near future. We estimate that the systems selection and implementation cycle can be completed within fifteen months at a budget cost of approximately \$ 1,000,000.

## Background

Jackson Begg Limited was engaged by the City of Sault Ste Marie to analyse options for its Financial Information System (FIS). We were to provide the City of Sault Ste. Marie with an assessment report of their current FIS versus systems offered by software application companies who specialise in municipal financial systems.

This report is to address the following subject matter.

### In-house systems

- Identify functionality not addressed by the current in-house developed system that may be available in commercial systems at a high level.
- Identify the strengths and advantages of the City's in-house system.
- Identify the pitfalls and disadvantages of the City's in-house system.
- Identify areas of concern if the City were to remain with the current system.
- What would be the resources required to secure a third party the system
- An estimated time for replacing the existing system with a third party the system

### Systems offered by vendors

- Identify the advantages of municipal solutions offered by Software Companies.
- Identify the areas that the Vendor solution addresses the financial requirements not addressed by the in-house system
- The in-house developed system is a fully integrated system with many core modules along with integrated sub modules. If we were to replace these systems, what modules should the City be looking at replacing? Would it be better to phase the Vendor solution and incorporate the in-house system modules or would it be better to replace the entire in-

house system. What would be the advantages, disadvantages and risks for both approaches?

- Provide a list of Vendors the City should include in their evaluation.

The scope was directed towards the core systems (General Ledger, Accounts Receivable, Central Collections, Accounts Payable, Purchasing, Budget and Maintenance Management). This scope was respected in the data-gathering phase however the conclusions may be applied to the entire suite of financial applications.

### **Methodology**

On December 15 and 16 of 2005 Ron Begg conducted a series of interviews at the City (see Exhibit 1). The purpose of these interviews was to assess the general functionality of the systems in place in order to contrast them to those offered in the market.

After reviewing the systems in place I then met with key users to discuss what functions are not supported by the systems in place.

- What could operate more efficiently?
- How is the existing system limiting management of financial information?

I then contacted some benchmark vendors to estimate purchase and implementation costs. I also relied on my own experience implementing similar systems in a number of Ontario municipalities to develop a realistic forecast of costs and staff effort to implement a packaged solution.

### **Findings**

The headings in this section are meant to match up with the deliverables requested in our engagement agreement. In some cases the headings in "Systems offered by vendors" are the inverse of the heading under "In House Systems", and in these cases they are combined.

#### **In House Systems**

Functionality not addressed that may be available in commercial systems  
The existing system is a very complete, as the functionality in it has been built up over decades. The system has all the major modules that one would expect to see in day-to-day operation, and from this standpoint of "module headings" there are no particular gaps evident.

Where gaps begin to emerge is when you look within the modules themselves and their ability to deliver the line item functionality that one expects in the currently available commercial system. For example,

- The budget system has a few columns indicating levels of approval that are quite restrictive; I expect to see levels that show progression through stages of approval (with totals by group to show changes from one stage to the next). Also, the budget system only operates at a year upon year level; there is no provision for monthly budgets.
- The accounts payable system accepts input of approved AP vouchers and then pays them right away. I expect to see some kind of support for invoice approval within the system and an ability to manage cash disbursements.

These are only illustrative examples as the purpose of this report is to operate at a high level only, not analyse systems at a line-by-line level. The point is that the list of modules compares with lists of modules from a commercially available systems but the functionality *within* the modules themselves are not as "feature rich" or flexible as those available on the market.

**Identify the strengths and advantages of the City's in-house system.**

The existing system delivers the functionality that is required, and functional extensions have been developed to precisely match what user departments have requested. The City has obviously been able to operate on the existing system for quite some time and by this measure the system has been a success.

Support for the existing system comes from full time employees at the City. This support is 100% dedicated to the City's needs and is therefore quite responsive to demand. Support staff understands the technology and also understand the business process and how the process is executed at the City. It is unusual to see this kind of knowledge and dedication available from a vendor support staff and therefore this is an advantage for the existing system.

**Identify the pitfalls and disadvantages of the City's in-house system.**

The major disadvantage with the existing system has to do with its account definition flexibility. The existing account structure cannot accommodate the need to support related organizations such as the DSSAB, Library and so forth. At the same time, the account structure cannot identify the object of an expense (for example, diesel fuel versus regular gas), which makes purchasing efficiency analysis across the organization very difficult.

Security in the existing system is restrictive as well, affecting where functions can happen (who can input information for a particular department) and also who works where (as in a case where an employee works outside of their normal "location" in the account structure). In an environment of resource sharing and joint costing this is a definite problem.

Concerns have been expressed also with the availability of timely information and/or calendarised information. The existing system works by posting to account periods and information does not appear in the reports until certain batch process is executed. As a result, managers trying to use the financial information can never be quite certain if "everything" is in the report until they make specific inquiries to technical staff.

Another disadvantage of the existing system is the availability of the data within the system for ad hoc analysis. As the size and complexity of an enterprise increases, the need for specialized analysis in response to specific questions increases as well. Within the existing system, special programs need to be written before data can be made available.

**Identify areas of concern if the City were to remain with the current system.**

The *main* area of concern with the current system lies not with the technology itself but with the City's ability to continue support. Some of the key technical staff is approaching retirement and replacing these staff implies that the City has to hire programmers in what is now a declining technology. As mentioned previously, these staff members have come to be business process experts as well as the technical experts; the City may lose critical business knowledge as well as technical knowledge – rebuilding both of these functions simultaneously with new hires is a daunting prospect.

While not the *main* concern, the technology base of the existing system is approaching obsolescence. For the moment there is enough demand throughout the world to keep the language compilers updated and current with new operating systems and hardware but it is very much a rearguard action. It is not possible to give a specific time line for this – it is quite

possible that the technology will operate for another decade but support for it may be harder and harder to source.

#### Resources required to secure a third party system

Implementing a financial information system is a large and complex project. The resources required to implement such a system include financial resources but also substantial dedication from management and staff during the implementation phase.

Changing a financial system is not merely a matter of changing the technology and reinstalling the same data because these projects frequently include opportunities for process improvement and changes in the way that business is conducted. Although vendors have considerable expertise in implementing their systems they approach each implementation with a number of questions along the lines of "how do you want this to look?" The City must be in a position to respond to these questions for the implementation to proceed effectively.

In addition to the third party resources identified above, the City will need internal teams. Typically these teams are:

- High-level management team (usually in the form of a steering committee) with from three to five senior managers. During the selection phase this team will probably need to meet on average monthly (or less) however during implementation this may go down to biweekly or even weekly in a critical situation.
- Project team consisting of technical and end user representatives. This team is typically subdivided into working teams to focus on their specialized areas (general ledger, accounts payable, purchasing, tax, and so forth). The project team will require a project manager to develop a project plan, validate this plan with all the stakeholders and then monitor and report on progress. In some larger projects there is also a "Quality Assurance" function that examines the project at predefined intervals.

We cannot emphasize the importance of these teams and their dedication to the project strongly enough. While it is obviously important to select an appropriate vendor, the internal team is a far stronger determinant of project a success or failure. We have seen the same software package either succeed or fail and the only difference is the quality, management and commitment of the implementation team from the buyer side.

The table below shows forecast third party budget costs to purchase and implement a financial system.

Category	Cost
<b>Software</b>  Includes General Ledger, Accounts Payable, Accounts Receivable, Purchasing/Commitments, Inventory, Work Management, Budget, Property Tax, Building Permits, Payroll and HRIS)	\$400,000
<b>Services</b>  Includes <u>RFP preparation</u> , a selection process, project management, <u>training</u> , and <u>conversion</u> .	\$500,000
Total	\$900,000

We did not do a detailed assessment of hardware costs, as part of this engagement however we expect these costs will be under \$100,000.

The City may also wish to add a 15% contingency to this budget for planning purposes.

**Time for replacing the existing system with a third party system**  
There are two aspects to this issue,

- How long will it take?
- When should it be done?

A full cycle of requirements development, vendor selection and implementation can be accomplished within twelve to fifteen months of concentrated effort. This number may vary considerably depending on the systems selected, third party resources budget and internal resource availability but it is a reasonable number for planning purposes. The entire project should be designed to be complete within 24 months at the outside.

Some key City staff retire in a two or three year time frame from the beginning of 2006. It makes sense to proceed as soon as possible so that implementation may occur when these highly trained resources are still available. At the same time, there are analytical deficiencies in the system as it exists right now and the organization is becoming more complex – these two issues also suggest immediate replacement.

#### **Systems offered by vendors**

Advantages of municipal solutions offered by software companies.  
Third party software vendors develop their systems for a number of clients (from 50 to 100 clients and upwards). There are a few distinct advantages that commercial systems have over in-house systems:

- Development costs are spread over a larger economic base so new systems come on line at a lower cost from the standpoint of each individual client
- Systems are developed with the business knowledge and requirements from a variety of clients so the end products tend to be more flexible and more thoroughly analyzed (there are more people asking "what if" questions)
- Technical support teams are larger for a commercial system than they are for an individual system; there's less risk from turnover of key staff
- Vendor systems must remain compliant with "legislative requirements" so if there are changes to taxation or reporting requirements these changes are provided under the support agreement.

The vendor community continually investigates demand from their clients and then positions their systems to address that demand. As local government financial demands become more complex, vendors

- Develop partnerships and integration techniques (so if a client purchased a separate parks and recreation module or payroll system the integration might already exist)

- Develop their own systems

In either case, all of the resources required to analyze the business problem and develop the technology are made available without "extra cost". The costs are covered by a combination of ongoing support agreement costs and the potential for new sales.

#### Requirements not covered by the existing system

This has been covered in the section above, which speaks to "pitfalls and disadvantages". From a module standpoint (General Ledger, Accounts Payable, Purchasing) the system as it stands is complete but:

- Individual modules have less functionality and flexibility than commercial systems
- Core system data structures and security do not support the complexity required by the organization today.

#### What modules should the City consider replacing? Phase implementation or replace the entire in-house system?

It is not possible to answer this question with precision until some details have been decided upon (will the chart of accounts change, exactly what modules are available in the "new" system etc.). Although details with respect to this issue would normally be worked out during the selection process, we are able to make some general comments and these are made in the following paragraphs.

The scope of the study was aimed at the core financial systems however the related systems (property tax, payroll and HR) are closely integrated with the core systems. One or two examples were discovered during the analysis that illustrate this point

- The payroll system calculates costs against general ledger account numbers – for this to work with a third party system some integration tables would need to be built and maintained. In addition, if the City decides to change their chart of accounts then some relationships need to be built between the old and new chart (and this may not be possible if the new chart contains a structural components or concepts not translatable into the old chart)
- The property tax system payments are entered through the central collections module. It would be *possible* to run two payment systems in parallel but this would be incredibly confusing and most likely impractical (the act of splitting payments between the two systems creates extra work over and above simple duplicate entry).

If the City decides to replace their systems, they should replace them in their entirety. It may be possible to phase this implementation but parallel systems can only exist for a brief period of time (a calendar quarter) to ease the resource crunch associated with a "big bang" cut over.

The City already runs third party systems (parks and recreation, maintenance management) that may be able to interface with whichever third party financial system the City chooses. Some of the potential financial vendors also have their own modules or partner systems that could possibly replace the incumbent systems. In either case implementation of these systems could be deferred to a secondary implementation phase.

**List of vendors to include**

Should the City decided to move forward with selecting a new third party system the selection process must be open to any possible respondents. Having said that, there are three financial system vendors in particular that dominant the mid range market in Ontario and they are (in alphabetical order):

- Diamond Software
- Vadim Software
- Vailtech

In the mid to upper tier of the market in Ontario the main players are SAP and Oracle (which recently purchased PeopleSoft, and includes J D Edwards as they had been purchased by PeopleSoft prior to the Oracle acquisition).

The organizations mentioned above are there only because of their existing market share. New organizations and alternatives frequently appear during the selection process and the City should allow for this possibility as they move forward.

**Analysis**

In addition to the features comparisons of the In-house system versus potential new third party systems, there are related issues to consider. The following discussion has more to do with general strategic positioning than it does with feature-by-feature comparisons.

**Resource Availability**

Previous studies done at the City have indicated that the IT resource ratios are lower than comparable ratios in other on local government situations. Some types of support skills are "general" (network support, office suite support and so forth). These resources are available from the private sector or other government sectors so it is reasonable to take a position where the City can staff with full time positions that can be replaced from an available talent pool. Municipal financial system expertise is quite specialized and the likelihood of finding appropriate staff is reduced.

Bringing new financial systems online or even making major modifications to existing financial systems requires a blend of resources including design, project management, technical documentation and coding. To work efficiently, these resources need to be available on a fulltime basis, not as part time "when they can make time available from their main duties". User departments might be able to make resources available for small periods of time but the IT group is not large enough to justify the full range of resources on a fulltime basis.

When we look at the issues of what kinds of resources are available and the types of resources that are needed to maintain and evolve a major application, it makes sense to transition financial applications from in-house to third party vendors. To give some context to this conclusion, to the best of our knowledge less than 5% of Ontario local government organizations maintain their own in-house systems.

**Internal development cost**

We did not attempt to estimate the cost of redeveloping this system using in-house resources. The cost of building such an estimate can be prohibitive in its own right and this information may not have value added to the decision at hand (the City may be able to decide on a course of action without such a detailed estimate).

We do know that developing a property tax module will cost well in excess of \$1 million based on a recent standalone development project. We have worked on development estimates for a parks and recreation system where the projected cost was \$750,000 and this was in 1989. In the face of numbers such as this it seems unlikely that internal development costs can compete with purchasing commercially available off the shelf software.

**Exhibit 1: List of Interviewees**

Bill Freiburger - Commissioner of Finance/Treasurer (Finance Department)

Scott McLellan - Manager of Budget & Revenue (Finance Department)

Shelley Schell - Manager of Finance & Audits (Finance Department)

Enrico Pino - Manager - Accounting (Finance Department)

Brenda Scott - Programmer/Analyst (IT - Finance Department)

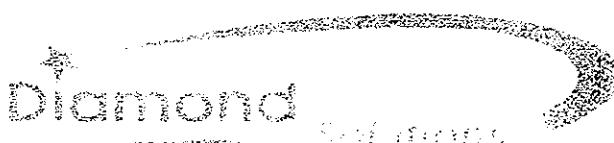
Susan Kennedy - Programmer/Analyst (IT - Finance Department)

Colleen Murphy - Programmer/Analyst (IT - Finance Department)

Jim Smithers - Manager - Administration (Public Works and Traffic)

Frank Coccimiglio - Manager, Information Technology Division (IT - Finance Department)

Ralph Robertson – Manager of Purchasing (Purchasing Division – Finance Department)



## VENDOR PROFILE

Diamond Municipal Solutions is Microsoft's go-to-market business solution delivery partner for local government in North America. As such, Diamond specializes exclusively in local government and works with Microsoft to deliver comprehensive business management solutions that combine rich functionality, high adaptability and low total cost of ownership. Our mandate is to "help the public sector achieve greater success" through improved utilization of technology. To this end, Diamond works with Microsoft to understand trends in good governance, analyze municipal business needs and optimize Microsoft technology to meet the specific needs of Canadian municipalities.

Diamond's product suite expands upon the World Class financial management functionality of **Microsoft Dynamics GP** (formerly Microsoft Great Plains) and combines a broad range of 'municipal specific' modules designed to meet the unique needs of local government. Within the Microsoft Business Solutions group, **Dynamics GP** is supported and enhanced by a team of over 1,500 developers and \$5.2 Billion in annual R&D spending. Dynamics GP interoperates with a broader range of Microsoft technologies {including Microsoft SQL Server and Microsoft Office} to provide end users with a highly flexible and self-empowering work environment combining structured business applications with un-structured user productivity & collaboration tools that employees need to perform every day tasks. With over 38,000 customers in North America, Dynamics GP is recognized as one of the most functional and robust ERP solutions available today for mid-sized and upper tier business entities.

Through our Microsoft partnership, Diamond is able to leverage Microsoft's expansive product development initiatives to bring together a suite of local government based solutions that include:

- ✓ **Microsoft Dynamics GP ERP** {Financial accounting, Purchasing, Business Intelligence/Reporting, Payroll & HR}
- ✓ **Diamond Revenue Management for Dynamics GP** {Utility Billing, Property Tax, Licensing, Permits, e-Government}
- ✓ **Diamond Operations (Works) Management for Dynamics GP** {Project Costing, Asset Management, Service Management}
- ✓ **"Powered By Diamond" Microsoft Partner Solutions for Dynamics GP** {311 Municipal Call-Centre Solutions, Web-based Municipal Budgeting}

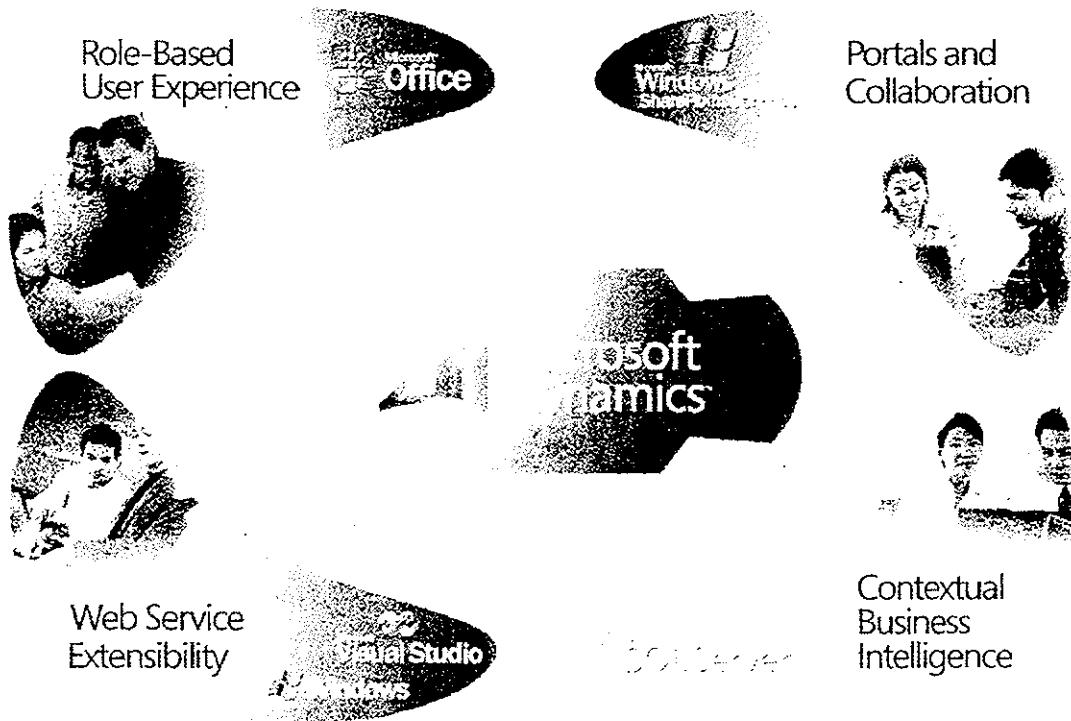
In addition to this integrated product suite, Diamond customers benefit from a completely standardized Microsoft technology platform that includes tight integration between our Dynamics GP based business solutions and common Microsoft database applications and user productivity tools including: **Microsoft SQL Server 2005**, **Microsoft Share**

Point Server and Share Point Services and Microsoft Office desktop productivity applications (Microsoft Excel, Outlook and Word). Although each of these products can (and do) exist separately within many organizations as silo technologies, together they form part of the singular Microsoft "People Ready" product strategy that encourages businesses to realize the advantages of a standardized and fully integrated "People Ready" technology environment.

The Microsoft "People Ready" vision is based on the realization that software needs to enable productivity and provide a mechanism for extending and enhancing human potential. For Microsoft, a People Ready Business is one that recognizes that people are truly its most important asset and gives them software tools that enable them to collaborate and work together, contact and serve customers instantly and streamline and re-invent business processes intuitively to capitalize on human creativity and ingenuity.

The Microsoft "People Ready" vision will deliver to market a tightly integrated family of tools, servers and business applications by aligning the development efforts of several Microsoft divisions. The end result will be robust interoperability between these technologies that will provide a superior collaboration, productivity and business management environment that meets the specific needs of specific types of users across the entity.

#### MICROSOFT'S "PEOPLE READY" TECHNOLOGY ROADMAP



### About Microsoft Corporation

Founded in 1975, Microsoft (Nasdaq "MSFT") is the worldwide leader in software, services and solutions that help people and businesses realize their full potential. Microsoft Business Solutions (MBS) came about through several key acquisitions in 2001 and 2002 of Great Plains and Navision. These acquisitions not only provided Microsoft with a market leadership position in mid-market business solutions, but also combined to bring in a wealth of industry specific product knowledge and market experience. Today, Microsoft has over 260,000 customers within MBS across 132 countries and in a multitude of industries including over 1,200 customers in the public sector (government, healthcare and education). MBS products and services are financial, customer relationship and supply chain management applications for small and midsized businesses, large organizations, and divisions of global enterprises. Delivered through a network of channel partners providing specialized services, these integrated, adaptable business applications work like and with familiar Microsoft software to streamline processes across an entire business.

The "next generation business solution" road map for Microsoft Business Solutions is to deliver breakthrough innovation by aligning its development efforts with customers' needs and their current technology environment. To this end, Microsoft Dynamics (formerly known as Project Green), the name for next-generation Microsoft Business Solutions' development efforts, will be delivered over the course of two waves. The first wave will occur between 2005 and 2007, and will include the release of a shared user interface based around 50 common configurable roles that people have within a company, all seamlessly integrated with Microsoft Office. Microsoft's business applications also will interoperate with service-oriented applications and include a common configurable reporting environment based on SQL Server (TM) Reporting Services and a common security-enhanced intranet and extranet environment based on Microsoft Office SharePoint® Portal Server to enable new levels of collaboration within and across companies.

The second release wave, which will begin shipping in 2008, will build on the first wave's innovation and apply a model-driven approach to business processes. Innovations released during the second wave will draw on the power of WinFX (TM) and Visual Studio® .NET. By delivering on its vision of innovation, the Microsoft Business Solutions group will enable customers to take advantage of the increased innovation in its products without experiencing significant disruption or costs.

### Microsoft in the Public Sector

Microsoft works closely with a select group of government solution partners, like Diamond Municipal Solutions to deliver integrated, flexible and affordable solutions that help government agencies reduce services and delivery costs, improve operational efficiency and deliver increasing citizen demands. Microsoft's on-going focus and commitment to the Public Sector has been proven out through recent product enhancements to Dynamics GP including Grant Management, Fund Accounting and Encumbrance modules that expand the core functionality of Dynamics GP to meet specific government guidelines and regulations.

## About Diamond Municipal Solutions

Diamond Municipal Solutions began developing a suite of municipal specific modules for Microsoft Business Solutions Dynamics GP (formerly Great Plains) in 1993. Since that time we have continued to develop our municipal government expertise and technology in order to fulfill our vision of becoming the recognized leader in delivering outstanding Microsoft-based technology solutions for the global Public Sector. We are achieving this by building a world-class team, maintaining high client loyalty and trust, and by exclusive focus on our municipal clients (as opposed to targeting non-local government clients). We have found that these strategies are enabling us to meet our mission of helping municipalities achieve greater success and, thus, enabling us to also realize our vision, one client at a time.

In 2003, after a decade of sustained growth and prosperity, Diamond Municipal Solutions became a member of the Star Municipal Technology Group (SMTI) of Companies. SMTI is a technology company focused on the local government, public and utility sectors. Of the over 2,700 municipalities in Canada, SMTI member companies currently support over 500 municipalities and this number continues to grow everyday. Diamond is recognized as the de-facto Microsoft solution offering for local government under the SMTI umbrella and continues to provide an adaptable and scalable Microsoft foundation to municipalities that want fully integrated software tools with which to manage their operations and extend online interaction with employees & constituents.

While SMTI is privately held, it has access to the necessary capital and resources to execute long term growth strategies for member companies. Diamond Municipal Solutions was able to leverage this resource pool in the acquisition of WorkTech Inc, a provider of Microsoft based Works Management solutions for local government, in 2005. Operating as a wholly owned subsidiary of Diamond Municipal Solutions WorkTech specializes in operations management systems for local government and delivers three primary modules encompassing Service Order Management, Project/Job Costing and Asset Management. The combined solution is modular and completely scalable with powerful costing, preventative/predictive maintenance and asset management features. Moreover, WorkTech interoperates with Microsoft Great Plains to provide a seamless and completely integrated solution offering for Canadian municipalities.

Today Diamond Municipal Solutions employs over 65 staff members across 3 office locations in North America. Our team is led by an experienced management team; with over 60 years of combined municipal government experience. In addition, Diamond offers a deep pool of municipal implementation consultants, information technology technicians and solution developers. Each of these resources offers a combination of municipal government expertise and a robust knowledge of the Dynamics GP product. Diamond prides itself on offering a highly qualified, dynamic team who provide a wealth of expertise in all areas of municipal information system management. We are a full-service company, offering our dedicated staff to our clients to assist in every facet of project delivery.

As strategic advisors, system integrators, implementers and trainers for over 200 successful customer sites across North America, we are confident that our best practices experience will be a key element in the successful execution of your goals and objectives.

### Our Relationship with Microsoft

Microsoft Gold Certified Partners are the top level of Microsoft solutions partners and have direct access to the technologies and resources they need to help them stand out in the marketplace. **Only 2% of the over 200,000 Microsoft partners have fulfilled the requirements to obtain Gold Certified status.** Diamond's status as a Microsoft Gold Certified Partner is your assurance that your municipality has chosen "the best of the best" with respect to our ability to deliver a fully integrated Microsoft based solution.

As a Microsoft Business Solutions Gold Certified Partner, Diamond participates in a 'managed' relationship with Microsoft. This means that we have direct access to Microsoft product managers, consultants and partner engagement managers. In addition, we are actively involved in influencing Microsoft's Public Sector strategies and collaborating with senior members of Microsoft's Business Solutions and Public Sector teams.

The Diamond management team actively participates in four Microsoft Partner Advisory Councils (PAC's) in North America. These councils provide an active forum for sharing & discussing technology direction, product roadmaps and strategic initiatives. Our involvement in these forums ensures that Diamond has confidential insight into Microsoft's product development strategies and first hand knowledge of how to best utilize and incorporate Microsoft technology into our local government solutions.



### Diamond Municipal Solutions "Core Vendor" Strategy

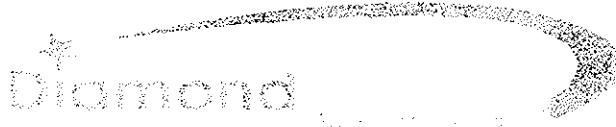
Fundamental to the software selection process is the choice between "single-vendor-integrated" solutions which attempt to provide all necessary applications with a common database and look and feel, and "best-of-breed-integrated" solutions that boast richer functionality, satisfying more users. While single-vendor solutions make every effort to ensure a breadth of module offerings, development realities typically result in functionality shortfalls (many modules, anemic functionality) and difficulties in addressing changing requirements, legislative requirements and conflicting priorities. At the same time, best of breed solutions can lack cohesiveness and bring several vendors into play without a single entity to support the product mix and provide true accountability back to the customer.

Based years of local government experience, Diamond has come to believe that the best strategy is to find the middle ground (a single vendor accountability model, combined with a broader integrated solution). To this end, Diamond employs a "**core vendor**" approach in which Diamond sells, represents and supports a broader solution offering that may or may not include third party add-on products from recognized Microsoft solution development partners. This approach allows Diamond to tap into the combined

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ingenuity and developmental efforts of the Microsoft channel partner community to carefully select technologies and products that meet the unique needs of local governments. Diamond balances this product strategy by providing full "single vendor" support for all of the products that we represent to ensure that our customers have a single point of accountability and a single solution vendor to work with during implementation and throughout their product life-cycle.

The Diamond Core Vendor approach based on Microsoft Dynamics GP, offers an integrated, functionally-rich solution that is complemented by equally powerful best-of-breed municipal solutions. Best of all, Diamond is able to provide municipalities a standardized interoperable technology environment that combines Microsoft SQL Server, Microsoft Terminal Services, Microsoft Share Point Portal Server and the Microsoft Office suite of productivity tools including Word, Excel and Outlook. Leveraging Microsoft's **"People Ready"** product development roadmap, Diamond customers are strongly positioned to take full advantage of the very best local government technologies available today, tomorrow and well into the future.



## INDUSTRY EXPERIENCE

As Microsoft's go-to-market business solution delivery partner for local government in North America, Diamond Municipal Solutions has been involved in a wide variety of implementation projects with Municipalities of varying size and complexity. Because of the broad scalability offered by Microsoft Dynamics GP, Diamond brings years of hands-on experience and knowledge to every project implementation and we have delivered successfully in every type of municipal environment including; Counties and Municipal Districts, Cities & Towns, Improvement Districts & various Utilities. We support over 70 customer sites in Eastern Canada including 14 of the 24 Counties currently contained within the Province of Ontario. Diamond is rapidly approaching 100 customer sites in Western Canada including Municipal Districts, Cities and Towns primarily located in Alberta and B.C.

Diamond maintains a position of leadership across the entire Canadian market by investing heavily in employee training, municipal education programs and local government events. Our senior management team has over 60 years of combined experience in the municipal market and stays apprised of municipal events and affairs through participation in advisory boards & committees. Diamond supports municipal associations across Canada through tradeshow participation and sponsorship. Across Canada, we also consider the MISA and MFOA annual tradeshows "must attend" events for our own ongoing education in municipal trends.

**Customers considering a change in their current Municipal Information Systems can take comfort in knowing that Diamond has successfully delivered projects for municipalities of similar size and scope to their own.**

When you select Diamond Municipal Solutions, you benefit not only from our strong compliment of localized project management, implementation and technical resources, but from the thousands of Microsoft Business Solutions experts dedicated to ensuring that our products and services are better than anything else on the market. In addition, unlike other vendors, all of our resources are dedicated to a single product line and have full access to Microsoft's robust product training curriculum, "best practices" implementation methodologies and industry standard process improvement resources. With Diamond, you receive more of what you need most...dedicated and experienced implementation & training resources, fully backed and supported by Microsoft.

**NEW  
FINANCIAL INFORMATION SYSTEM  
( FIS )  
Project Teams**

Commissioner/Finance/Treasurer  
Bill Freiburger

Shelly Schell  
Project Organizer

Project Committee  
Shelly, Enrico, Scott, Frank

Account Rec.  
Proj. Team

Tax System  
Proj. Team

Central Collections  
Proj. Team

WorkManager/Maint.  
Proj. Team

Fixed/Job Costing  
Asset

Account Pay.  
Proj. Team

Purch./Commit.  
Proj. Team

Enrico P. - Lead  
Rocco M.  
Jan D.  
Susan K.  
Frank C.  
Theresa M.  
Brenda S.  
Colleen M.  
Andy S.

Frank C. - Lead  
Peter - Co Lead  
Scott M.  
Susan K.  
Susan B.  
Dianne B.  
Brenda S.  
Colleen M.  
Andy S.  
Doug O.  
Lettie D.

Enrico - Lead  
Jan D.  
Felicia L.  
Susan K.  
Frank C.  
Theresa M.  
Dianne B.  
Brenda S.  
Colleen M.  
Andy S.  
Arlene O.  
Jan M.

Shelly S. - Lead  
Enrico P.  
Brenda S.  
Andy S.  
Colleen M.  
Susan K.  
Frank C.  
John K.  
Sharon F.  
Roger C.  
Jackie H.  
Mike F.  
Steve W.  
John B.  
Pat M.

Shelly S. - Lead  
Rocco M.  
Enrico P.  
Frank C.  
Colleen M.  
Brenda  
Susan  
Andy  
Jim E.  
Don E.  
Brenda S.  
Susan K.  
Andy S.

Enrico P. - Lead  
Rocco M.  
Brenda S.  
Frank C.  
Dom C.  
Andy M.  
Lois V.  
Ralph R.  
PWT  
Susan K.  
Colleen M.  
Andy S.  
Linda M.  
Deborah S.  
Mary O.  
Silvana P.

Frank C. - Lead  
Ralph R. - Co Lead  
Tim G.  
Colleen M.  
Nancy T.  
Marilyn S.  
Theresa L.  
Enrico P.  
Rocco M.  
Lois V.  
Brenda, Susan  
Andy

Budget  
Proj. Team

General Ledger  
Proj. Team

Software/Hardware Implementation  
Proj. Team

Payroll  
Proj. Team

HRIS  
Proj. Team

Scott M. - Lead  
Shelly S.  
Colleen M.  
Frank C.  
Susan K.  
Brenda S.  
Andy S.

Shelly S. - Lead  
Enrico P.  
Scott M.  
Rocco M.  
Brenda S.  
Frank C.  
Nancy B.  
Andy M.  
Teresa L.  
Susan K.  
Colleen M.  
Andy S.  
Dodie M.  
Deborah S.

Frank - Lead  
Val T.  
Doug O.  
Frank (SysOp)  
Brenda S.  
Susan K.  
Colleen M.  
Andy S.

Enrico P. - Lead  
Brenda S.  
Lucy G.  
Suzanne S.  
Frank C.  
Linda M. & Angela K.  
Edna F.  
PWT  
Dodie M.  
Susan K.  
Colleen M.  
Andy S.

Frank C. - Lead  
Peter N. Co Lead  
Lisa B.  
Della-Marie I.  
Colleen M.  
Jan G.  
Linda M. & Angela K.  
Susan K.  
Brenda S.  
Andy S.  
Edna F.

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Budg

GL

Software

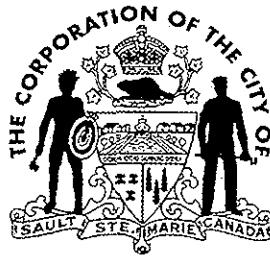
Payroll

HR



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**William Freiburger, CMA**  
Commissioner of Finance  
and Treasurer



Finance Department

2007 01 29

Mayor John Rowswell and  
Members of City Council

**Re: Personal Computer Workstation Upgrade**

The Information Technology Division has scheduled the replacement of 60 Personal Computer Workstations and the upgrade of memory to another 100 PC Workstations.

The cost of these upgrades is \$89,000 and is included in the 2007 operations budget of the Information Technology Division.

These upgrades are scheduled for 2007 and staff wants to expedite the installation so they can focus on the new Financial Information System (FIS) that appears on this agenda for approval.

The 60 PC Workstations are scheduled to be replaced and the memory upgrades are required to enable the new FIS system.

**RECOMMENDATION**

Information Technology be authorized to proceed immediately with the purchase of 60 Personal Computer Workstations and the memory upgrade of 100 Personal Computer Workstations at a cost of \$89,000 and funding to be provided from the Information Technology operating budget.

Respectfully submitted,

W. Freiburger, CMA  
Commissioner of Finance and Treasurer

WF/k1

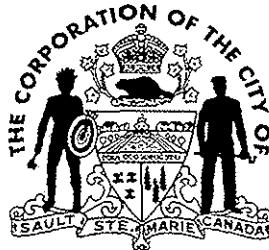
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi  
Chief Administrative Officer



5(n)

William Freiburger, CMA  
Commissioner of Finance  
and Treasurer



Finance Department

2007 01 29

Mayor John Rowswell and  
Members of City Council

**Re: City Credit Rating**

The credit rating for the City of Sault Ste. Marie was affirmed at 'A-' (A minus) by Standard and Poor's.

The City has held this rating since 2002.

This is provided for Council's information.

Respectfully submitted,

A handwritten signature of W. Freiburger.

W. Freiburger, CMA  
Commissioner of Finance and Treasurer

WF/kl

attachment

~~RECOMMENDED FOR APPROVAL~~

A handwritten signature of Joseph M. Fratesi.

Joseph M. Fratesi  
Chief Administrative Officer

5(n)

**STANDARD  
&POOR'S**

# PUBLIC FINANCE

## City of Sault Ste. Marie Rating Affirmed At 'A-' On Low Debt Burden

### *Rationale*

#### *Primary Credit Analyst:*

Bhavini Patel, CFA  
Toronto  
(1) 416-507-2558  
[bhavini\\_patel@standardandpoors.com](mailto:bhavini_patel@standardandpoors.com)

#### *Secondary Credit Analyst:*

Nikola G Swann, CFA, FRM  
Toronto  
(1) 416-507-2582  
[nikola\\_swann@standardandpoors.com](mailto:nikola_swann@standardandpoors.com)

On Jan. 18, 2007, Standard & Poor's Ratings Services affirmed its 'A-' long-term issuer credit rating on the City of Sault Ste. Marie, in the Province of Ontario (AA/Stable/A-1+). The outlook is stable.

The rating on Sault Ste. Marie reflects its low debt burden, solid operating performance, strong liquidity, and exceptionally strong support from senior levels of government. These strengths are mitigated by the city's limited economic diversity, as well as forecast increase debt and declines in liquidity.

Sault Ste. Marie's low debt burden, consistently strong operating performance, and strong liquidity are all key factors in the city's financial profile, a principal strength in its overall credit profile. The city's direct debt burden, which stood at about 18% of operating revenue in 2005, has steadily declined in the last three years from 22%, as reserves were used to finance capital expenditures. We expect direct debt to rise in the next three years, as Sault Ste. Marie issues debt to fund major capital projects. Nevertheless, consistently strong operating surpluses have allowed the city to build up cash reserves in advance of capital expenditure; such performance should continue. Although we expect significant declines in liquidity, it should remain at least average in the medium term.

Further bolstering Sault Ste. Marie's credit profile is the exceptionally strong support the city receives from senior levels of government for key capital expenditures. Tangible evidence exists to show such support. The Sewer Diversion Program, which includes the East End Sewer Plant, a C\$73 million project underway to upgrade the city's sewage treatment facility, is one such example. The project is funded by the two senior levels of government on a one-third basis: C\$20 million will be funded by the federal government, and C\$24 million paid by the province. In addition, senior levels of government contributed C\$7.4 million to the construction of a C\$25 million multipurpose arena. In the near-to-medium term, we expect to

#### *Publication Date*

Jan. 18, 2007

*City of Sault Ste. Marie Rating Affirmed At 'A-' On Low Debt Burden*

see similar support from senior levels of government on various other initiatives such as the C\$15 million grant from Northern Ontario Heritage Fund Corp. devoted to the Borealis project.

Constraining the rating on the city is the municipality's lack of economic diversity. Sault Ste. Marie is highly dependent, both in terms of employment and taxable assessment base, on one company (Algoma Steel Inc.) that operates in a mature and volatile industry. Although Algoma has recently benefited from strong commodity prices, in the past 12 years (most recently in 2001), it twice sought court protection under the Companies' Creditors Arrangement Act, but managed to continue operations following restructuring. Furthermore, several other important local employers, such Tenaris Algoma Tubes and St. Mary's Paper (currently under restructuring), also operate in the mature and volatile steel, and pulp and paper industries, respectively. Nevertheless, efforts have been made to diversify the city's economic base. Some progress is evident, as illustrated by several significant projects are underway, including the C\$54 million Borealis waterfront tourism initiative and Ontario government's investment in a new hospital that is expected to be completed in 2009-2010.

*Outlook*

Standard & Poor's expects that Sault Ste. Marie will maintain a good financial position through a combination of restrained debt issuance, continuing strong operating performance, and maintenance of at least average liquidity. We also expect that senior government support for the municipality will continue, as will efforts to diversify its economy. Significant weakening in any of these supportive elements, or in the performance of Algoma Steel, could put downward pressure on the rating or outlook. Significant progress in diversifying the local economy could put upward pressure on the rating or outlook.

*Ratings List*

Sault Ste. Marie (City of)

Rating Affirmed

Issuer credit rating

A-/Stable—

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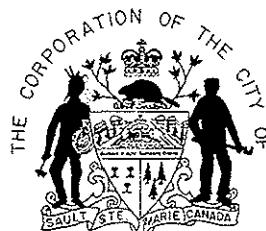
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5(o)

*Kim Streich-Poser, MSW, RSW*  
Commissioner



*SOCIAL SERVICES DEPARTMENT  
Finance  
Ontario Works  
Housing Operations  
Housing Programs  
Community Child Care*

**January 29, 2007**

**Report to Mayor and Council**

**Re: Ontario Disability Support Program Funding Freeze**

Attached for Council's consideration and support is a letter to the Minister of Community and Social Services from the Northern Ontario Service Deliverers Association requesting a freeze in the municipal contribution in the Ontario Disability Support Program for 2007 and 2008.

**Provincial Municipal Fiscal and Service Delivery Review**

This review was announced at the 2006 AMO Annual Conference by Premier D. McGuinty and will be taking place over the next two years. One of the primary areas of concern for the municipal sector is the costs that have been downloaded from the province for the Ontario Disability Support Program. The Northern Ontario Service Deliverers Association, (NOSDA) made up of all District Social Service Administration Boards, the City of Greater Sudbury and the Municipality of Muskoka, have requested that in light of this review that the Ministry of Community and Social Services freeze cost sharing of the ODSP program at the 2006 levels until after the review to provide some relief to the municipal sector.

**Background ODSP**

The Ontario Disability Support Program (ODSP) is a pension program which is cost shared 80/20 for income supports and 50/50 for administration costs. The Ontario Disability Support Program Act was proclaimed in 1997. This legislation provides income and employment supports to eligible persons with disabilities who meet the criteria and definition of disability and are financial eligibility under the act. Eligibility decisions are made by the Disability Adjudication Unit located in Toronto. It reviews applications and supporting medical documentation and have the authority to determine eligibility.

Caseload size for ODSP has increased since the program's inception. There are no requirements for ODSP recipients to pursue employment as such, there is little or no movement off the System. Recently the Ministry of Community and Social Services (MCSS) have changed the ODSP legislation to require non care giving dependents to pursue employment. The pursuit of this employment activity is to be provided by Ontario Works Employment Services. A Joint Implementation Plan between the local MCSS ODSP office and the Sault Ste. Marie OW office

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has to be developed implementation for June 1, 2006. To date, Sault Ste. Marie has met and exceeded targets for securing employment opportunities for this group, out performing all other municipalities in Ontario.

ODSP is administered totally by provincial government. Cost increases, for administration (50/50) and for increased caseloads (80/20) are transferred to CMSMs/DSSABs. These costs in turn are transferred to member municipalities via the levying process.

The Municipalities in turn are reimbursed through the OMPF for these costs through the OMPF grant. ODSP municipal share costs are part of OMPF calculation. This should result in the cost of ODSP being funded 100% funded by the province according to the MCSS. The OMPF does not apply to all municipalities in Ontario. It does apply to the member municipalities of the DSSMSSAB. In 2006 and 2007 the City of Sault Ste. Marie has been subject to a phase in period for the total reimbursement of all eligible OMPF funds.

Locally, the Sault Ste. Marie ODSP office is responsible for approximately 4,100 recipients in Sault Ste. Marie and Algoma. They have 26.5 staff in the Sault Ste. Marie office administering the program. Prior to the devolution of the Sole Support Caseload from the province (1999), the Sault Ste. Marie Family Benefits office had 36 staff delivering the Disability Pension program and the Sole Support Caseload. With the closing of the Vocational Rehabilitation Program, staffing went from 5 to 1 for the Employment Supports Program.

## SUMMARY OF HISTORICAL FINANCIAL INFORMATION

The following charts demonstrate the cost increases experienced in the DSSMSSAB Budget for the ODSP program.

DSSMSSAB Total Budget

2000	2001	2002	2003	2004	2005	2006
\$81,124,775	82,766,529	\$78,783,524	81,503,009	83,923,660	89,594,175	93,558,640

ODSP Budget Line (Includes Administration, Income Support and Employment Supports)

2000	2001	2002	2003	2004	2005	2006
\$27,278,800	\$28,550,000	\$29,514,460	\$31,271,890	34,238,490	36,985,310	40,023,330
34%	34%	37%	38%	41%	42%	43%

Ontario Works Budget Line (Includes Administration, Income Support, NISU)

2000	2001	2002	2003	2004	2005	2006
\$37,218,125	\$25,433,210.00	\$23,537,664.00	\$24,420,110.00	22,215,455	22,220,365	22,374,445
46%	31%	30%	30%	28%	27%	24%

Benefits

2000	2001	2002	2003	2004	2005	2006
\$5,100,000	\$5,895,500	\$6,042,500	\$6,489,600	7,437,00	8,494,150	8,997,500
6%	7%	8%	8%	9%	11%	10%

The Percentages shown are a portion of total DSSMSSAB Budgets. Remainder of Budget includes Child Care, Social Housing, Land Ambulance.

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As you will note, any cost saving from reduced caseloads in Ontario Works over the last six years have been absorbed by ODSP costs and the increase in Benefits costs which also applies to ODSP clients. As such, municipal partners have not been able to realize savings and relief from reduced Ontario Works Caseloads.

**Recommendation:**

That Council support the following resolution:

"Whereas the Premier Dalton McGuinty announced that the Province and the Association of Municipalities would be undertaking a provincial municipal fiscal service review over the next two years to review the fiscal and service imbalance between the province and the municipal sector and

Whereas the Ontario Disability Support Program is a provincially administered program that bills the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) 20% for the cost of benefits and 50% for the costs of administration and

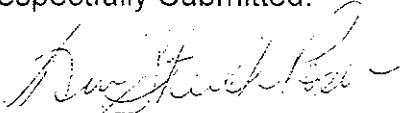
Whereas the costs over the last seven years for the for the ODSP program have increase significantly since the funding for this program was devolved, and

Whereas the City of Sault Ste. Marie as the largest municipal contributor to the District of Sault Ste. Marie Social Services Administration Board bears the largest part of the municipal costs of the ODSP program and

Whereas the City of Sault Ste. Marie is not receiving it's full entitlement from the OMPF fund (2007) due to a phase in requirement from the Ministry of Finance,

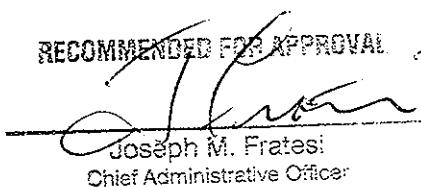
Be it resolved that the City of Sault Ste. Marie supports the position of the Northern Ontario Service Deliverers Association in their petition to the Minister of Community and Social Services, Madame Madeleine Meilleur (letter dated December 22, 2006) to freeze the cost of administration and benefits for the ODSP program at 2006 levels for 2007 and 2008 until such time as the provincial municipal fiscal service review is complete.

Respectfully Submitted:



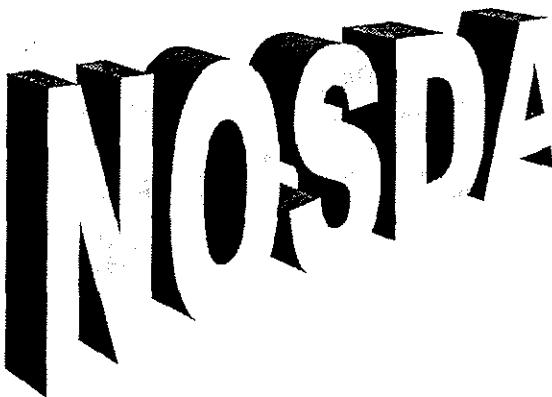
Kim Streich-Poser, MSW, RSW  
Commissioner of Social Services

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

5(0)



NORTHERN ONTARIO  
SERVICE DELIVERERS  
ASSOCIATION

180 Brock Street  
Sault Ste. Marie, Ontario  
P6A 3B7  
[www.nosda.net](http://www.nosda.net)

December 22, 2006

Honourable Madeleine Meilleur  
Minister's Office  
Hepburn Block  
6th Floor  
80 Grosvenor Street  
Toronto, Ontario M7A 1E9

Dear Minister Meilleur:

I am writing to you on behalf of the Northern Ontario Service Delivers Association (NOSDA). NOSDA represents nine District Social Service Administration Boards (DSSABs) and two Consolidated Municipal Service Managers (CMSMs) in Northern Ontario. All of these entities are responsible for the delivering of Ontario Works, Children's Services and Housing Services across this vast geography.

As you are also aware, they are required by your Ministry to fund 20% of the benefit costs and 50% of the administrative costs of the Ontario Disability Support Program (ODSP). These entities neither manage nor control ODSP but must collect huge sums for the operation of this provincially managed and delivered program. In many instances, the municipal share for the operation of ODSP exceeds the combined total of the municipal share of Ontario Works and Children's Services.

We were very pleased to hear the Premier's announcement of the Provincial-Municipal Fiscal and Service Delivery Review. It is clear from the announcement that social assistance is part of the review mandate.

One of the most contentious elements of the previous governments downloading was the imposition of a municipal share on the ODSP program which is totally under provincial control and delivery. In light of the tremendous impact that ODSP costs have on NOSDA members and their constituent municipalities, we are requesting that the municipal contribution towards ODSP benefits and administration be frozen for 2007 and 2008 at the levels paid in 2006. This action would provide some immediate municipal relief during the consultation period.

5(0)

NOSDA/MCSS

-2-

December 22, 2006

We would be pleased to work co-operatively with your staff to implement this freeze in advance of our 2007 budget year.

Should you require any further information, please do not hesitate to contact me by e-mail at [gary.scripnick@timmins.ca](mailto:gary.scripnick@timmins.ca) or by phone at (705) 266-4582.

Sincerely,

*Gary W. Scripnick!*

Gary Scripnick, Chair  
Northern Ontario Social Deliverers Association (NOSDA)

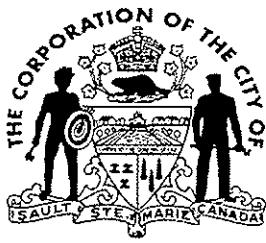
GS/dc/smf

c: NOSDA Executive  
NOSDA Members  
File



HUMAN RESOURCES DEPARTMENT

John R. Luszka, Commissioner  
Peter Niro, Manager  
Roy Dewar, Health & Safety Manager  
Della-Marie Iley, Disability Case Manager



5(p)  
CIVIC CENTRE  
99 Foster Drive,  
Sault Ste. Marie, ON.  
P6A 5X6  
Tel: (705) 759-5361  
Fax: (705) 541-7177

2007 01 29

Mayor John Rowswell  
and Members of City Council

**RE: CONTRACT RENEWAL – GROUP HEALTH CENTRE  
EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Please find attached the contract with our EAP services provider for 2007 renewal. The service fee represents a 0.45% increase over 2006.

The relevant by-law appears elsewhere on the agenda.

Yours truly,

A handwritten signature of John Luszka.

John Luszka  
Commissioner of Human Resources

JL:ef  
Attached

c.c. J. Fratesi

RECOMMENDED FOR APPROVAL

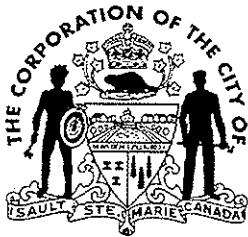
A handwritten signature of Joseph M. Fratesi.  
Joseph M. Fratesi  
Chief Administrative Officer



5(2)

DEBORAH BOURN, B.A., R.D.M.R., C.M.M.III  
MANAGER RECREATION & CULTURE

LORI BALLSTADT, C.M.M.II  
ASSISTANT MANAGER



COMMUNITY SERVICES DEPARTMENT  
RECREATION & CULTURE DIVISION  
Cultural  
Historic Sites  
Leisure Services/Leadership/Special Needs  
Roberta Bondar Tent Pavilion  
Seniors Services  
Sports/Events/Development

2007 01 29

Mayor John Rowswell  
and Members of City Council

## FEASIBILITY STUDY – SNOW TUBE PARK

This report is in response to the Council resolution dated 2006 03 07:

"Resolved that the Feasibility Study for a Snow Tube Park be referred back to C.S.D. staff for review and report back concerning potential revenue and requests for proposals for this initiative".

### Background

On July 26, 2004, City Council approved the following resolution:

"Whereas the Sault is recognized as a 4 season destination; and  
Whereas City Council supports a healthy lifestyle; and  
Whereas City Council supports activities for youth; and  
Whereas many Canadians frequent the snow park in Sault, Michigan; and  
Whereas Searchmont has discontinued its tubing park;  
Now therefore be it resolved that City Council request the Parks and  
Recreation Advisory Committee undertake a feasibility study regarding  
establishing a toboggan and tubing park and concession on a site to be  
determined; and  
Furthermore that City Council authorize Councillors Caicco and Hayes to  
seek partnerships with Service Clubs and/or other funding agencies should it  
be determined that such a snow park is feasible."

Staff researched information regarding toboggan/tubing parks and as part of the process acquired the assistance of Wm. R. Walker Engineering Inc. to provide a preliminary overview (report attached) for the feasibility of creating a snow tube park in Sault Ste. Marie.

**5(g)**

On March 1, 2005 Members of the Parks and Recreation Advisory Committee approved the following motion:

Moved by: Luca Robibaro  
Seconded by: Gino Cavallo

"Resolved that the report from Wm. R. Walker Engineering Inc. and the staff recommendation for the feasibility of creating a snow tube park in Sault Ste. Marie be accepted and that the recommendation not to proceed with the initiative for a snow tube park be forwarded to City Council."

**CARRIED**

Council received the attached report on March 7, 2005. The recommendation not to proceed with the initiative was not accepted and the report was referred back to staff for further review concerning potential revenue and requests for proposals for the initiative.

#### **Additional Research**

City staff approached the Sault Ste. Marie Michigan Parks and Recreation Department for information regarding the operation of the Minneapolis Woods Recreation Area. This site is located on Minneapolis Street just east of Highway M129. Considered to be the City's major outdoor winter recreation area, this site is equipped with seven snow tubing runs and a ski/snowboard hill. The facility also provides a heated chalet along with a concession.

Minneapolis Woods operates at a deficit (2002-2005) of \$15,000.00 to \$20,000.00 per year. The park services local residents as well as visitors and tourists, and average attendance is approximately 12,500 people per year with the vast majority of visitors participating at the snow tubing runs.

Part-time employees, college students, and a labour/operator (who grooms the runs) maintain Minneapolis Woods. The facility does not have snowmaking equipment and the operating season is totally dependent upon weather conditions. The site is open for three or four months, usually starting from the middle of December until the end of March.

In regards to participant revenues for the site, the Minneapolis Woods facility has experienced significant losses, partly due to increasingly mild winter conditions, and has operated at a deficit for several consecutive years.

5(g)

## **Capital and Ongoing Expenses**

The report from Wm. R. Walker Engineering Inc. indicates the approximate capital cost for our City to establish a municipally operated snow tube run at Elliott Park to be over \$90,000.00 for the tow and snow tubes only and in addition, an annual operating budget for staff costs, parking, snow removal, and site security also needs to be established.

Also, provisions should be made for a building, chalet style, which has a food concession and washrooms.

## **Next Steps**

Should City Council wish to pursue this initiative further, then it is recommended that a consultant, with specific expertise, be contracted to provide assistance for this project. A source of funding for consultant fees would need to be determined.

Respectfully submitted,



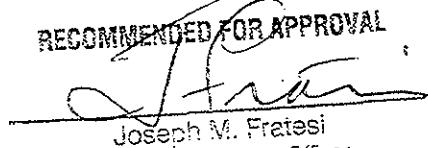
Lori Ballstadt  
Assistant Manager  
Recreation and Culture Division

Recommended for approval,



Nicholas J. Apostle  
Commissioner Community Services

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

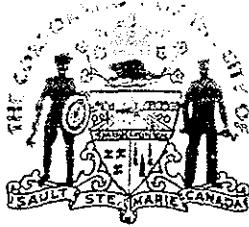
jfbccut/brcd/2007/council report snow tube park

attachments

5(2)

J.D. GAYL BONDAR, I.M.A., ADM.M.I.C.  
MANAGER RECREATION & CULTURE

LORI BALLSTADT, C.M.M.I.I  
ASSISTANT MANAGER



CITY OF SAULT STE. MARIE  
RECREATION & CULTURE DIVISION  
Culture  
Historic Sites  
Leisure Services/Leadership/Special Needs  
Roberta Bondar Tent Pavilion  
Seniors Services  
Sports/Events/Development

2005 03 07

Mayor John Rowswell  
and Members of City Council

## FEASIBILITY STUDY – SNOW TUBING PARK

On July 26, 2004, City Council approved the following resolution:

"Whereas the Sault is recognized as a 4 season destination; and  
Whereas City Council supports a healthy lifestyle; and  
Whereas City Council supports activities for youth; and  
Whereas many Canadians frequent the snow park in Sault, Michigan; and  
Whereas Searchmont has discontinued its tubing park;  
Now therefore be it resolved that City Council request the Parks and Recreation  
Advisory  
Committee undertake a feasibility study regarding establishing a toboggan and  
tubing park and  
concession on a site to be determined; and  
Furthermore that City Council authorize Councillors Caicco and Hayes to seek  
partnerships with  
Service Clubs and/or other funding agencies should it be determined that such a  
snow park is  
feasible."

This resolution was presented to the Parks and Recreation Advisory Committee for discussion at their September 7, 2004 meeting.

Since that date, staff has researched information regarding toboggan/tubing parks and as part of the process acquired the assistance of Wm. R. Walker Engineering Inc. to provide a preliminary overview for the feasibility of creating a snow tube park in Sault Ste. Marie. The investigative report and staff recommendation is attached for the review of City Council.

5(9)

On March 1, 2005 Members of the Parks and Recreation Advisory Committee approved the following motion:

Moved by: Luca Robibaro  
Seconded by: Gino Cavallo

"Resolved that the report from Wm. R. Walker Engineering Inc. and the staff recommendation for the feasibility of creating a snow tube park in Sault Ste. Marie be accepted and that the recommendation not to proceed with the initiative for a snow tube park be forwarded to City Council.

**CARRIED**

This report is provided to City Council for your consideration and approval.

Respectfully submitted,



Lori Ballstadt  
Assistant Manager  
Recreation and Culture Division

Recommended for approval,

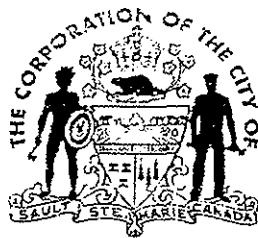


Nick Apostle  
Commissioner Community Services

li/prac/2005/council report-snow tubing park

attachment

5(g)



2005 03 01

Mr. Mark Kontulainen  
Members of Parks and Recreation Advisory Committee

### **FEASIBILITY STUDY – SNOW TUBING PARK**

On July 26, 2004, City Council approved the following resolution:

“Whereas the Sault is recognized as a 4 season destination; and  
Whereas City Council supports a health lifestyle; and  
Whereas City Council supports activities for youth; and  
Whereas many Canadians frequent the snow park in Sault, Michigan; and  
Whereas Searchmont has discontinued its tubing park;  
Now therefore be it resolved that City Council request the Parks and Recreation Advisory Committee undertake a feasibility study regarding establishing a toboggan and tubing park and concession on a site to be determined; and  
Furthermore that City Council authorize Councillors Caicco and Hayes to seek partnerships with Service Clubs and/or other funding agencies should it be determined that such a snow park is feasible.”

The resolution was presented to the Parks and Recreation Advisory Committee for discussion on September 7, 2004. City staff was requested to search out information pertaining to toboggan/tubing parks and prepare a report to be presented to the Committee at a future meeting.

As part of the information process, Doug Leask, Wm. R. Walker Engineering Inc., appeared before the Committee on November 2, 2005 to provide a preliminary overview regarding the feasibility of creating a snow tube run within the Sault Ste. Marie city limits. This engineering firm recently completed a preliminary assessment of the Mount Dufour Ski Hill upgrading in the City of Elliot Lake which included a proposed snow tubing chute.

Mr. Leask has provided the attached report for your review.

### Possible Sites

Finn Hill, Elliot Park and Landslide Ski Hill have been listed as possible sites for a snow tube run. Elliot Park Hill is recommended as the most satisfactory of the three locations however municipal property would have to be utilized rather than private land as noted in the report.

### Facility Requirements

Aside from the physical considerations, the basic requirements needed to establish a snow tube run include the purchase and installation of a tow and the purchase of tubes and possibly air bags if necessary.

The tow itself is portable and will require removal at the end of the winter, with reinstallation the following season into permanent foundations.

No less than two attendants are required to operate the tow. Actual energy consumption to run the equipment is projected to be low, but is dependent on the length of time the facility is in operation.

Access to a grooming machine is beneficial for preparation of the initial chute and ongoing maintenance as winter snow accumulates. Snowmaking equipment will improve the quality of the tube run and extend the length of the operating season.

### Cost For Tow and Snow Tubes

If a run was established at Elliot Park, the preliminary cost for the tow and snow tubes is estimated at \$90,000.00.

### Other Considerations

Washrooms, parking, snow removal, exterior lighting and site security need to be in place to properly operate a tubing park.

There is currently a building at Elliot Park that provides washrooms, dressing rooms and a kitchen area however the facility is in very poor condition and beyond repair for the most part. A supplementary budget request for 2005 has been submitted for a total rebuild of the building at a cost of approximately \$100,000.00. This budget request was based on the cost for a seasonal structure and would need to be increased to winterize the facility.

On site public parking during the winter months would require snow removal for which an operating budget has to be established. Existing lighting for the suggested area is minimal and enhanced lighting for the tow line and parking lot is necessary.

Vandalism, unfortunately, is an ongoing problem at Elliot Park and site security is imperative.

5(2)

#### Staff Recommendation

Establishing a tubing park on municipal property does not appear to be a reasonable project for the City to undertake.

The costs are extensive. Start-up costs and site preparation will be well over \$90,000.00. Ongoing operating budgets for staffing, maintenance, electricity, etc., will be in addition to this amount.

Access to grooming and snowmaking equipment may be unlikely so the quality of the snow tube chute would be inconsistent and dependent upon favourable weather conditions. Snow tubing is an activity most often provided by a private developer at ski hill resorts where motorized grooming and snow making equipment is readily accessible.

Community residents will expect to pay a minimal admission fee, if any, to access the tubing run. As a result, revenues may be less than anticipated and will not offset operating costs. Concession services, if provided, will contribute to revenues.

Research indicates that many municipalities across the province do not have tubing parks but rather places where tobogganing is permitted.

It is the recommendation of staff that we not proceed with this initiative and that City Council be advised accordingly.

Sincerely,



Lori Ballstadt  
Assistant Manager  
Recreation and Culture Division

pracf2005/staff report - snow tubing park

#### Attachment

cc. Nick Apostle, Commissioner Community Services  
Randy Travaglini, Manager Parks Division



WALKER ENGINEERING  
Consulting Engineers

W. R. Walker, P.Eng.

D. S. Leask, C.E.T.

M. L. Jackson, P.Eng.

499 Queen Street East  
Sault Ste. Marie Ontario  
P6A 1Z9

5(9)  
tel. (705) 942-2077  
fax (705) 942-3531  
e-mail wa.ker@walkerengineering.on.ca

February 16, 2005

Ms. Lori Ballstadt  
Recreation & Culture Division  
Community Services Department  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

Hand Delivered  
A-11030

Dear Ms. Ballstadt

**RE: Investigation of Proposed Snow Tubing Park**

In the mid-fall of 2004, I was contacted by Nick Apostle and yourself of the Community Services Department with regards to snow tubing parks. Walker Engineering does not have an in-depth design experience with snow tubing parks, but have previously investigated, in a preliminary fashion, the feasibility of creating snow tubing runs. In particular, we have completed a preliminary assessment of the Mount Dufour Ski Hill upgrading in the City of Elliot Lake which included a proposed snow tubing chute. Following my discussion with you, I undertook to assist the Parks & Recreation Committee by providing whatever information I could gather quickly for presentation.

I attended the November 2, 2004 Parks & Recreation Committee meeting and explained, in a very preliminary way, the information which I had gathered to date and provided a brief description of the possible tube run sites. These are dealt with later in this reporting letter.

At this meeting it was noted that the Parks and Recreation Committee were interested in pursing the gathering of additional information to be able to assess the feasibility of creating a snow tube run within the city limits. There was a need to better understand the issues and costs associated with a tube run, and the known possible sites.

The requirements for a successful snow tube park are not terribly difficult to achieve and the costs associated with them, as will be elaborated upon later in this report, are not unreasonable. There are a few basic physical considerations which are understood to be required in order to achieve a successful snow tube run, as follows:

- A 600 foot slope, with a maximum 100 foot vertical fall;
- 200 to 300 foot run-out at the bottom of the slope;
- A 600 foot, low overhead tow;
- Slope of 14% to 18%

COMMUNITY SERVICES DEPT.

FEB 16 2005

**RECEIVED**

Continued ..... Page 2

- Snow tubes made specifically for sliding in snow chutes;
- An electrical service capable of operating electrical motors between 7.5 hp and 15 hp.

The snow tubes can be purchased with either a hard bottom or a soft bottom, as preferred. Further, they can be imprinted with different logos or names if a sponsor/supporter were willing to assist in the purchase of the tubes.

If a snow tube chute is utilized at an existing ski hill resort location which would likely have a motorized grooming machine, the groomer would be used to provide maintenance grooming under the tow line as winter snows accumulate. It would also be utilized to groom the initial chute. The ability to provide snowmaking also makes for a successful extension to the length of season that the tube run can be utilized. It is noted that neither the groomer or snowmaking equipment has been considered to be part of this project, at this stage.

There have been three locations listed as possible sites for a snow tube run. They are listed in the table below and the basic physical amenities of each is indicated.

Location	Length of Slope	% of Slope	Vertical Drop	Run Out Distance	Required Tow Motor HP
Finn Hill	400	14.7	58	150	7.5
Elliot Park (Garson Hill)	248	22.9	55	300+	7.5
Landslide Ski Hill	730	28.4	208	170	15

To recap the above, Finn Hill has a reasonable length. The vertical drop is not as high as might be desired. The run out is short and protective air bags would be necessary.

Elliot Park has a similar vertical drop to that of Finn Hill, but with a shorter length of slope. Ample run-out however is available. We believe the location reviewed is currently private property and is immediately adjacent to the municipal soccer fields on Rossmore Road. This location has been long been known as a winter fun hill and access to it, to our knowledge, has always been allowed. If access were not available, similar physical conditions exist to the east (on municipal property) where summer facilities could be altered with minimal effort to obtain the same winter tube run chutes.

Landslide Ski Hill has an extensive length and a very steep slope. The vertical drop is great and likely a two-stage lift, or a much larger model lift would be required to facilitate a low, overhead tube tow on such a slope. This hill is currently used for skiing and snow boarding and only has a narrow width. It does not appear to have enough space to allow for the shaping of a tube run on the hill while maintaining skiing. The run-out at the bottom of the hill is relatively short, and because of the length and steepness of the slope, tube speeds would be excessive. Careful study before pursuing this alternative is needed.

Continued ..... Page 3

The costs of these facilities varies at the three locations. A preliminary estimate has been completed and a description of each estimate is outlined in the table below.

Location	Purchase Tow	Install Tow	Purchase Tubes	Air Bags	Contingency Allowance	Total
Finn Hill	\$ 25,000.00	\$40,000.00	\$15,000.00	\$ 4,000.00	\$ 16,000.00	\$100,000.00
Elliot Park	\$ 25,000.00	\$35,000.00	\$15,000.00		\$ 15,000.00	\$ 90,000.00
Landslide Ski Hill	\$ 50,000.00	\$80,000.00	\$15,000.00	\$ 4,000.00	\$ 30,000.00	\$179,000.00

The preliminary review of the required maintenance and operation has been completed. Finn Hill and Elliot Park hill will likely be very similar in maintenance and operations. To operate the tow a minimum of two attendants will be required. It should be noted that the tow (passenger ropeway devices) must be operated in accordance with the Technical Standards Safety Act, 2000, which outlines required standards to rope tows. The tow itself is portable and will likely require removal at the end of season, with reinstallation the following season into permanent foundations, with dry storage of the equipment through the summer months. Actual energy consumption to run the equipment will be low, but will be dependent on the length of time the facility is in operation.

Landslide Ski Hill, being a hill with a much longer slope length will likely need a minimum of three attendants during operations, and energy costs will be higher because of the increased motor sizes. Again, removal and dry storage of the equipment during the summer months is required.

It is recommended that the Elliot Park hill is likely the most satisfactory of the three, although it does have the shortest slope length and vertical drop.

Finn Hill has a similar, although longer, slope, but virtually no run-out for the tube chutes. It should be noted that contour of the existing escarpment north of Finn Hill along Black Road appears to have similar hill characteristics although there are areas where the run-out is significantly longer. If access to this property was available an improved tube run could be constructed. There would, of course, be clearing and grading costs associated with this option.

The Landslide Ski Hill is not recommended because of the severity of the slope and the lack of adequate run-out. The length of the slope is greater than what is normally considered for tube runs. If Landslide were to be chosen as the preferred option, we recommend that further, more detailed investigations of the hill characteristics be carried out.

A large amount of information has been accumulated and copies of most of this information is attached for your review, as follows:

February 13, 2005

5(g)

Appendix A	Fax and attached information from Harusch Tube/Boarder Lifts
Appendix B	Website printing from Mount Trashmore
Appendix C	Fax and additional information from Harusch Tube
Appendix D	Seabreeze Trading Corp. 2004/2005 Canadian Price List
Appendix E	Promotion Information from Harusch
Appendix F	Technical data and promotional information from Star Lifts Canada Ltd.

In closing, it has been a pleasure to be able to provide you with this information which we have collected and the preliminary reviews we have performed for you. If you require any additional information or direction with regards to proceeding, I would be happy to discuss these matters with you.

Yours very truly  
Wm. R. Walker Engineering Inc.



D. S. Leask, C.E.T.

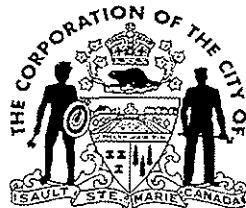
Enc.

DSL:ljc

5(r)

Jerry D. Dolcetti, RPP  
Commissioner

Don W. Maki, CBCO  
Chief Building Official



ENGINEERING & PLANNING DEPARTMENT

Building Division

Tel: (705) 759-5410  
Fax: (705) 541-7165

2007 01 29

File No. 20199

Mayor John Rowswell and  
Members of City Council

**Re: 34 Wellington Street West**

During the course of the last 2 months we have been attempting to have the owner bring the above noted property into compliance with the Minimum Standards By-law. An order was issued December 14, 2006 to have the owners remove garbage, debris and a derelict vehicle from the property.

The order remains outstanding. It is our recommendation that the corporation hire the forces necessary to carry out the order dated December 14, 2006 by removing the garbage bags, debris and derelict vehicle from the property.

The costs associated with this action are to be added to the taxes for the subject property. A resolution to this effect appears elsewhere on your agenda.

Respectfully submitted

A handwritten signature of Don Maki.

Don Maki, CBCO  
Chief Building Official  
Property Standards Officer

Recommended For Approval

A handwritten signature of Jerry D. Dolcetti.  

Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning

DWM/ds

RECOMMENDED FOR APPROVAL  
A handwritten signature of Joseph M. Frates.  

Joseph M. Frates  
Chief Administrative Officer



5(s)

Jerry D. Dolcetti, RPP  
Commissioner

Don J. Elliott, P. Eng.  
Director of Engineering Services



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-5378  
Fax: (705) 541-7165

January 29, 2007

Mayor John Rowswell  
Members of City Council

**RE: Engineering Services – Lyons Avenue Resurfacing**

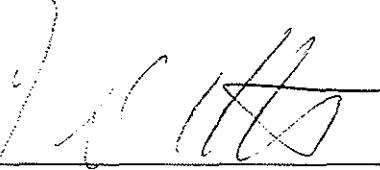
At the regular meeting of 2006 09 25 Council approved retaining the firm of Elliott Engineering for the design and contract administration of the resurfacing of Lyon's Avenue and improvements to the Lyons/Wellington intersection.

Bylaw 2007-22 authorizing execution of an engineering agreement between the Municipality and Elliott Engineering will be found elsewhere on Council's agenda and is recommended to you. The estimated cost to provide these services amounts to approximately \$105,000.

Respectfully submitted,

Recommended for Approval,

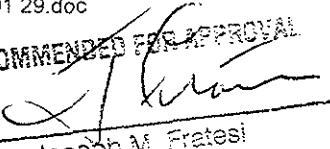
  
\_\_\_\_\_  
Don J. Elliott, P. Eng.  
Director of Engineering Services

  
\_\_\_\_\_  
Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

/bb

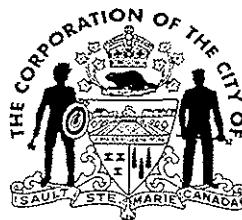
F:\DATA\COUNCIL\J.D. Elliott\2007\Engineering Services - Lyons Avenue Resurfacing - 2007 01 29.doc

Our File: A-07-7-02

  
\_\_\_\_\_  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer



Jerry D. Dolcetti, RPP  
Commissioner  
  
Don J. Elliott, P. Eng.  
Director of Engineering Services



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-5378  
Fax: (705) 541-7165

5(t)

January 29, 2007

Mayor John Rowswell  
Members of City Council

**RE: Engineering Services – Biannual Bridge Inspections**

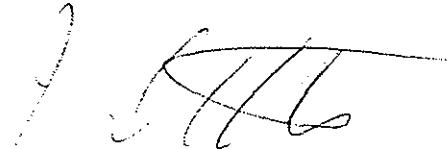
In the 2006 Budget, Council approved the expenditure of \$50,000 for biannual bridge inspections.

The firm of M.R. Wright and Associates routinely completes this assignment. Accordingly, Bylaw 2007-21 authorizing execution of an engineering agreement between the Municipality and M.R. Wright & Associates will be found elsewhere on Council's agenda and is recommended for approval. The estimated cost to provide these services amounts to approximately \$23,000. This fee will be increased based on Council's 2007 01 15 approval to construct temporary enhancements to nine (9) bridges in order to remove load restrictions.

Respectfully submitted,

Recommended for Approval,

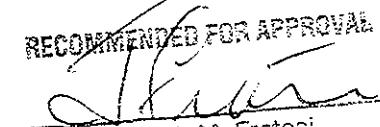
  
\_\_\_\_\_  
Don J. Elliott, P. Eng.  
Director of Engineering Services

  
\_\_\_\_\_  
Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

/bb

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Our file 4-140-8

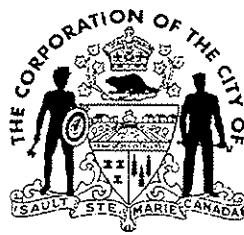
  
\_\_\_\_\_  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer



5(u)

LORIE BOTTOSS  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



LEGAL  
DEPARTMENT

Zoning File No.  
2004-206 & 2004-207

REPORT TO: Mayor John Rowswell  
and Members of Council

REPORT FROM: Lorie A. Bottos  
City Solicitor

DATE: 2007 01 29

SUBJECT: Ontario Municipal Board Hearing – Zoning By-laws 2004-206 and  
2004-207 - 32 Powley Road and 626 Fifth Line East – Lofstrom

The Ontario Municipal Board has appointed March 27<sup>th</sup> and 28<sup>th</sup>, 2007 as the hearing date for the appeal filed by Ms. Lori Babcock concerning the zoning by-law and Official Plan amendment for 32 Powley Road and 626 Fifth Line East which were passed by City Council on November 15<sup>th</sup>, 2004.

The applicants Ed and Lisa Lofstrom own 32 Powley Road and 626 Fifth Line East. Mr. and Mrs. Lofstrom wished to amend the Official Plan and zoning by-laws for 626 Fifth Line East and 32 Powley Road to allow the sale and servicing of recreational trailers at 626 Fifth Line and to rezone 32 Powley Road property to rural. Ms Babcock objected to the rezoning.

The first hearing before the Ontario Municipal Board was on December 7<sup>th</sup>, 2005. One party requested an adjournment at the last minute which the Board Member refused. The hearing proceeded. The Board Member struck down both the Official Plan amendment and the zoning by-law. Eventually the Ontario Municipal Board allowed a rehearing because it felt an adjournment should have been granted. That is where we are now – a new hearing scheduled for March 27<sup>th</sup> and 28<sup>th</sup>.

This report is for the information of Council.

Yours truly,

A handwritten signature of Nuala Kenny.

Nuala Kenny  
Assistant City Solicitor  
NK:bb

Respectfully Submitted

A handwritten signature of Lorie A. Bottos.

Lorie A. Bottos  
City Solicitor

RECOMMENDED FOR APPROVAL

A handwritten signature of Joseph M. Fratesi.

Joseph M. Fratesi

Chief Administrative Officer

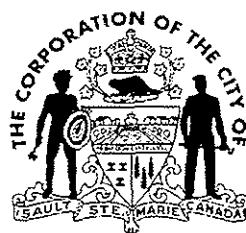
The Corporation of the City of Sault Ste. Marie  
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1  
Telephone: (705) 759-5400 ~ Fax: (705) 759-5405  
[www.cityssm.on.ca](http://www.cityssm.on.ca)



5(v)

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



LEGAL  
DEPARTMENT

Zoning File No.  
2006-178

REPORT TO: Mayor John Rowswell  
and Members of Council

REPORT FROM: Lorie A. Bottos  
City Solicitor

DATE: 2007 01 29

SUBJECT: Ontario Municipal Board Hearing – Zoning By-law 2006-178  
73 Northern Avenue (Giulietti) – Plumbing Supply Store

The Ontario Municipal Board has appointed March 2<sup>nd</sup>, 2007 as the hearing date for the appeal filed by Mr. Domenic Coccimiglio concerning the zoning use for 73 Northern Avenue passed by Council at its meeting held on July 24<sup>th</sup>, 2006

The applicants Natalie and Gabe Giulietti own the vacant lot at 65 Northern Avenue as well as the 7 unit apartment building located at 73 Northern Avenue. Mr. and Mrs. Giulietti wish to rezone the subject property known as 73 Northern Avenue from R-4 (Medium Density Residential Zone) to C-4 (General Commercial Zone) to facilitate the development of a plumbing supply store at 65 Northern Avenue. Mr. Coccimiglio objected to the rezonings. Notice of the Board hearing has been sent to the people to whom the Board directed that notice be given.

Yours truly,

A handwritten signature in black ink that reads "Lorie Bottos".

L.A. Bottos  
City Solicitor  
LAB:bb

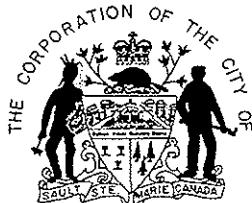
RECOMMENDED FOR APPROVAL

A handwritten signature in black ink that reads "J. Fratesi".

Joseph M. Fratesi  
Chief Administrative Officer



5(w)



File Nos. L-269 & L-270

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Lorie Bottos  
City Solicitor

**DATE:** 2007 01 29

**SUBJECT:** LEASE AGREEMENTS – BRODY'S SPORTS BAR AND  
GRILL & THE PRO SHOP – JOHN RHODES COMMUNITY CENTRE

**1. PURPOSE**

The purpose of this report is to seek Council's approval to release Brody's Sports Bar and Grill and the Pro Shop from the requirement of a letter of credit.

**2. BACKGROUND**

The City has leased space at the John Rhodes Centre to Brody's Sports Bar and Grill and the Pro Shop since March 1<sup>st</sup>, 2000. The most recent leases are dated March 1<sup>st</sup>, 2005. Clause 4 (a) (xiv) of each lease requires that the tenant maintain in force during the term a letter of credit in the amount of \$10,000.00 (Brody's) and \$5,000.00 (the Pro Shop). Staff (Norm Fera, Nick Apostle, Bill Freiburger and I) have reviewed the need for these letters of credit. Although the letter of credit was reasonable at the beginning of the tenancies, given our experience with these tenants to date, the letters of credit are no longer necessary. We have had a very good relationship with these tenants.

**3. RECOMMENDATION**

It is recommended that Brody's Sports Bar and Grill and the Pro Shop be released from the requirement of a letter of credit. An appropriate resolution appears elsewhere on your agenda and is recommended for approval.

Yours truly,

  
L. A. Bottos

City Solicitor

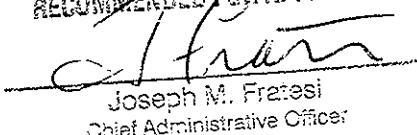
/sd

c.c. Nick Apostle  
Manager of Community Centres

Norm Fera  
Manager – Community Centres & Marine Facilities

Bill Freiburger  
Commissioner of Finance/Treasurer

RECOMMENDED FOR APPROVAL

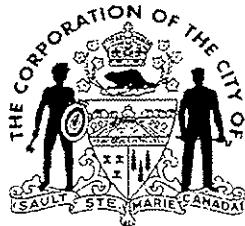
  
Joseph M. Fratesi  
Chief Administrative Officer



5(x)

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



LEGAL  
DEPARTMENT

REPORT TO: Major John Rowswell  
and Members of Council

REPORT FROM: Lorie A. Bottos  
City Solicitor

DATE: 2007 01 29

SUBJECT: Friends of The St. Mary's River request to install a sign at  
Bellevue Park

Attached is a letter dated January 4<sup>th</sup>, 2007, from Christine Aassen, Assistant Manager of the Sault Ste. Marie Region Conservation Authority, regarding a request from the Friends of St. Mary's River to install sign at Bellevue Park. Ms. Aassen's letter contains a description of the sign.

Ms. Aassen is asking the City sign the attached letter granting permission for installation of the sign and also acknowledging that future maintenance of the sign rests with the City of Sault Ste. Marie.

Mr. Fratesi, Mr. McAuley and I feel the sign would be an attraction and enhancement to Bellevue Park. We are therefore recommending to Council that Council authorize the sign to be located at Bellevue Park at a specific site to be determined in discussions with the Parks Division.

Yours truly,

A handwritten signature in black ink that reads "Lorie Bottos".

L.A. Bottos  
City Solicitor

RECOMMENDED FOR APPROVAL

A handwritten signature in black ink that reads "Joseph M. Fratesi".

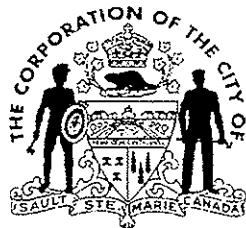
Joseph M. Fratesi  
Chief Administrative Officer

Attachment (2)

5(x)

LORIE BOTTOS  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



LEGAL  
DEPARTMENT

2007 01 30

Ms. Christine Aassen, Assistant Manager  
Sault Ste. Marie Region Conservation Authority  
1100 Fifth Line East  
Sault Ste. Marie, ON  
P6A 5K7

Dear Christine:

Re: Heritage River Sign Project – Friends of The St. Mary's River

The Corporation of the City of Sault Ste. Marie Ontario hereby gives permission to the Friends of the St. Mary's River to produce and erect a pedestal sign for the purpose of highlighting the significant nature, heritage and recreational value of the St. Mary's River. This sign is to be installed at Bellevue Park, the site to be determined in discussions with Randy Travaglini of the Parks Division.

The City further agrees that once the sign has been erected, the City will accept responsibility for any and all maintenance required for this sign and structure. Should the sign be required to be removed, the City will give to the Conservation Authority six (6) months written notice of it's intension to remove the sign. Any such removal will be at the cost of the Corporation of the City of Sault Ste. Marie.

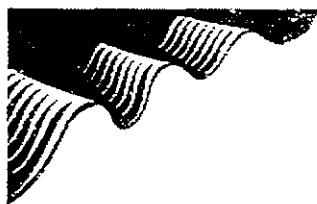
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\_\_\_\_\_  
Mayor John Rowswell

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\_\_\_\_\_  
City Clerk, Donna Irving

5(x)



## FRIENDS OF THE ST. MARYS RIVER

### MEMO

**Date:** January 4, 2007

**To:** Joe Fratesi, City CAO  
Lorie Bottos, City Solicitor  
Pat McAuley, City Public Works Commissioner

**From:** Christine Aasen

**Re:** Heritage River Signage Project – Friends of the St. Marys River

As you may recall, the Sault Ste Marie Region Conservation Authority has been acting in a supportive role for the Friends of the St. Marys River during the process of designating the St. Marys River as a Canadian Heritage River. Subsequent to achieving this designation, the Friends of the St. Marys River embarked upon a project to develop signs to commemorate the significance of the river.

On behalf of the Friends of the St. Marys River I would like to provide you with an update with respect to the status of the Heritage River Signage Project.

The signs have now been produced and are ready for installation. One such location has been earmarked for Bellevue Park.

The Ontario Ministry of Natural Resources Great Lakes Heritage Program provided funding to the Friends of the St. Marys River to develop heritage interpretive panels which profile not only the Heritage Coast but also the local values associated with discrete sections of the 125 kilometre St. Marys River. To this end, six locations were identified for the placement of the interpretive panels: Gros Cap, Sault Ste. Marie (Bellevue Park and Sault Canal National Historic Site), Sailors Encampment, Richards Landing, and Bruce Mines.

These interpretive panels highlight the values associated with natural, human and recreational heritage values, and help profile the importance of the St. Marys River as a Canadian Heritage River and a strategic component of the Great Lakes Heritage Coast.

Messages contained on the signs were developed in English, French and Ojibwe languages for each site. The following is a picture of the Bellevue Park interpretive panel and the associated text.

**RECEIVED**

JAN 08 2007

Phone: (705) 946-8530 \* Fax (705) 946-8533 \* Email: [nature@ssmrc.ca](mailto:nature@ssmrc.ca)  
1100 Fifth Line East \* Sault Ste. Marie, Ontario P6A 5K7

ADMINISTRATIVE OFFICER  
CITY OF SAULT STE. MARIE

5(x)



**Bellevue Park**

The St. Marys River was our main street. Until railways and highways reached the Sault in the late 1800's, all travel was by river. The shoreline was where we lived and worked and played.

The wigwams of the Ojibwe (Anishinaabeg) at the rapid were our first community. From the late 1700's, metis log cabins lined the bay below. Large stone homes of traders and later those of settlers were added as the town spread down river and inland. Here at Bellevue, the edge of town in 1858, was the estate of John Price, first judge of Algoma.

The two Saults, Ontario and Michigan, were originally one city-centred on the river. The boundary was drawn following the War of 1812, yet ferries between the two cities kept ties strong. The river was bridged in 1962.

For 2000 years, the riverfront has been a place of recreation and celebration. Stories tell of visitors coming here to enjoy the "invigorating air", the best rainbow trout fishing in the world, and even the thrill of shooting the rapids. We remember the Boat Club, picnics and pavilion dances. It is still a place where happy memories are made.

**Picture #1**

The waterfront of the Shingwauk Indian Residential School, down river from here in the late 1800's, provided children a chance to swim and boat in summer and skate in winter.

**Picture #2**

The resident artist F. J. Falkner wrote in 1863 "...in all my life never had I seen such a lovely spot...the low banks of the river...with the few log houses scattered along the waterfront, point after point covered with verdure to the water's edge and in the distance the Hudson Bay Company's trading post and then further south the rapids....". (painting by William Armstrong courtesy of Art Gallery of Algoma)

**Picture #3**

The Biggins farm, set by the crossroads of Queen Street and the trail that became Elgin Street, was painted by resident artist F. J. Falkner and shows a quieter waterfront (courtesy of B & C Lattimer)

5(x)

We were recently contacted by Councillor Pat Mick, who suggested that with the unusually warm winter conditions we have been experiencing this may be a convenient time for installation. As such we are requesting formal permission for the placement interpretive panel and I have enclosed an example of suggested wording for an agreement.

Should you require any further information please contact me. Thank you for your cooperation in this matter.

Sincerely,

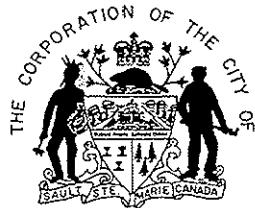


Christine Aasen,  
Assistant Manager

File: Memo\_admin07.001.doc

cc: P. Mick





5(y)

File No. P.4.1.3.

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Lorie Bottos  
City Solicitor

**DATE:** 2007 01 29

**SUBJECT:** REPLACEMENT DEED – 76 VICTORIA STREET

**1. PURPOSE**

The purpose of this report is to request Council's authorization to issue a replacement deed for Lots 163 and 164, Hamilton Subdivision, Plan 58, located off of Herkimer Street.

**2. BACKGROUND**

We have received a request to provide a replacement deed for the above noted property. On October 29<sup>th</sup>, 1902 the former Municipality of Korah sold the subject property to Edward Lyon Allen however Mr. Allen failed to register his deed. Over the years the property has been passed down through the family and the widow of the currently assessed owner, Richard Angus Allen, wishes to sell the property to the abutting owner, Judy Darlene Coutts.

**3. RECOMMENDATION**

A bylaw authorizing the issuance of a replacement deed for Lots 163 and 164, Hamilton Subdivision, Plan 58 appears elsewhere on your agenda and is recommended for approval.

Yours truly,

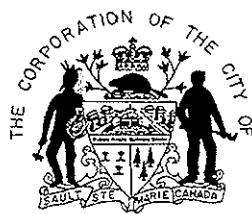
A handwritten signature in black ink that reads "Lorie Bottos".

L. A. Bottos  
City Solicitor  
/sd

RECOMMENDED FOR APPROVAL  
A handwritten signature in black ink that reads "Joseph M. Fratesi".  
Joseph M. Fratesi  
Chief Administrative Officer



5(z)



File No. L-225

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Lorie Bottos  
City Solicitor

**DATE:** 2007 01 29

**SUBJECT:** LEASE RENEWAL – 276 WELLINGTON STREET EAST  
RANDALL PAUL DERESTI

**1. PURPOSE**

The purpose of this report is to seek Council's approval to renew the lease with Randall Paul Deresti for 276 Wellington Street East.

**2. BACKGROUND**

Mr. Deresti has leased this vacant property from the City since 2001 for the purpose of locating a used car lot and an office. Mr. Deresti has requested a renewal of his lease for another five year term. The rental rate is \$300.00 per month and Mr. Deresti is responsible for the realty taxes.

**3. ATTACHMENT**

A plan showing the location of the subject property is attached.

**4. RECOMMENDATION**

The lease, which is attached to and forms part of By-law 2007-16, appears elsewhere on your agenda and is recommended for approval.

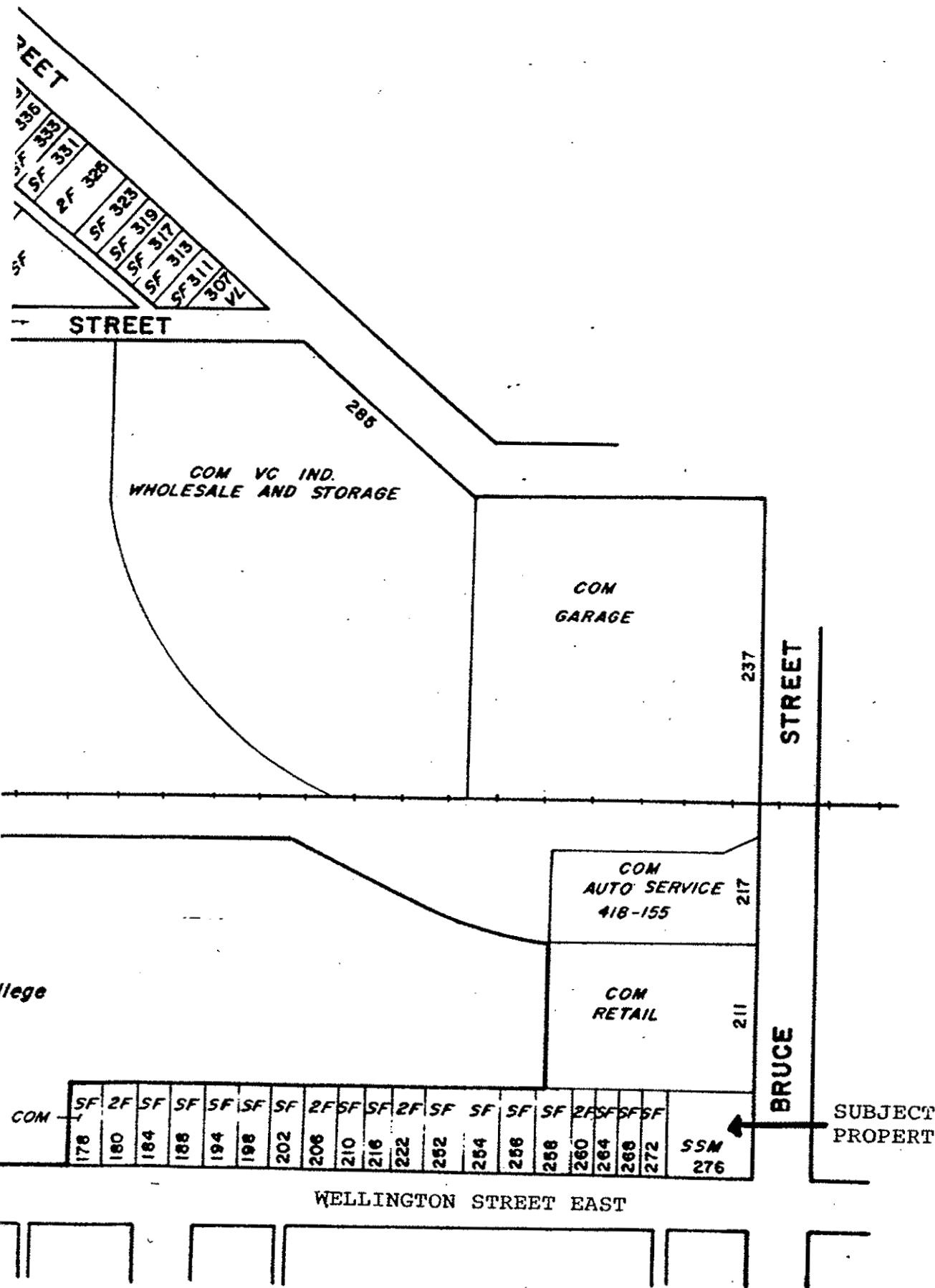
Yours truly,

A handwritten signature in black ink that reads "Lorie Bottos".

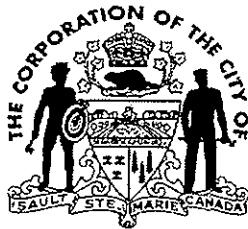
L. A. Bottos  
City Solicitor  
/sd

RECOMMENDED FOR APPROVAL  
A handwritten signature in black ink that reads "Joseph M. Fratesi".  
Joseph M. Fratesi  
Chief Administrative Officer

5(z)



5(aa)



File No. S.2.3.

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Lorie Bottos  
City Solicitor

**DATE:** 2007 01 29

**SUBJECT:** PROPOSED CLOSURE & CONVEYANCE OF PORTION OF BLACK ROAD

**1. PURPOSE**

The purpose of this report is to seek Council's authorization to close the portion of Black Road abutting 498 Black Road and convey it to the abutting owner.

**2. BACKGROUND**

The owners of 498 Black Road are currently in the process of selling their property. As a result of a title search conducted for the prospective new owners, it was discovered that the portion of Black Road abutting their property has been realigned. As a result that portion of Black Road which was assumed by By-law No. 150 registered on August 7<sup>th</sup>, 1918 is not where the road is actually built. The solicitor for the purchasers has requested that the portion of Black Road assumed by By-law 150 be closed and conveyed to his clients.

**3. ATTACHMENT**

A plan of the subject property is attached.

**4. RECOMMENDATION**

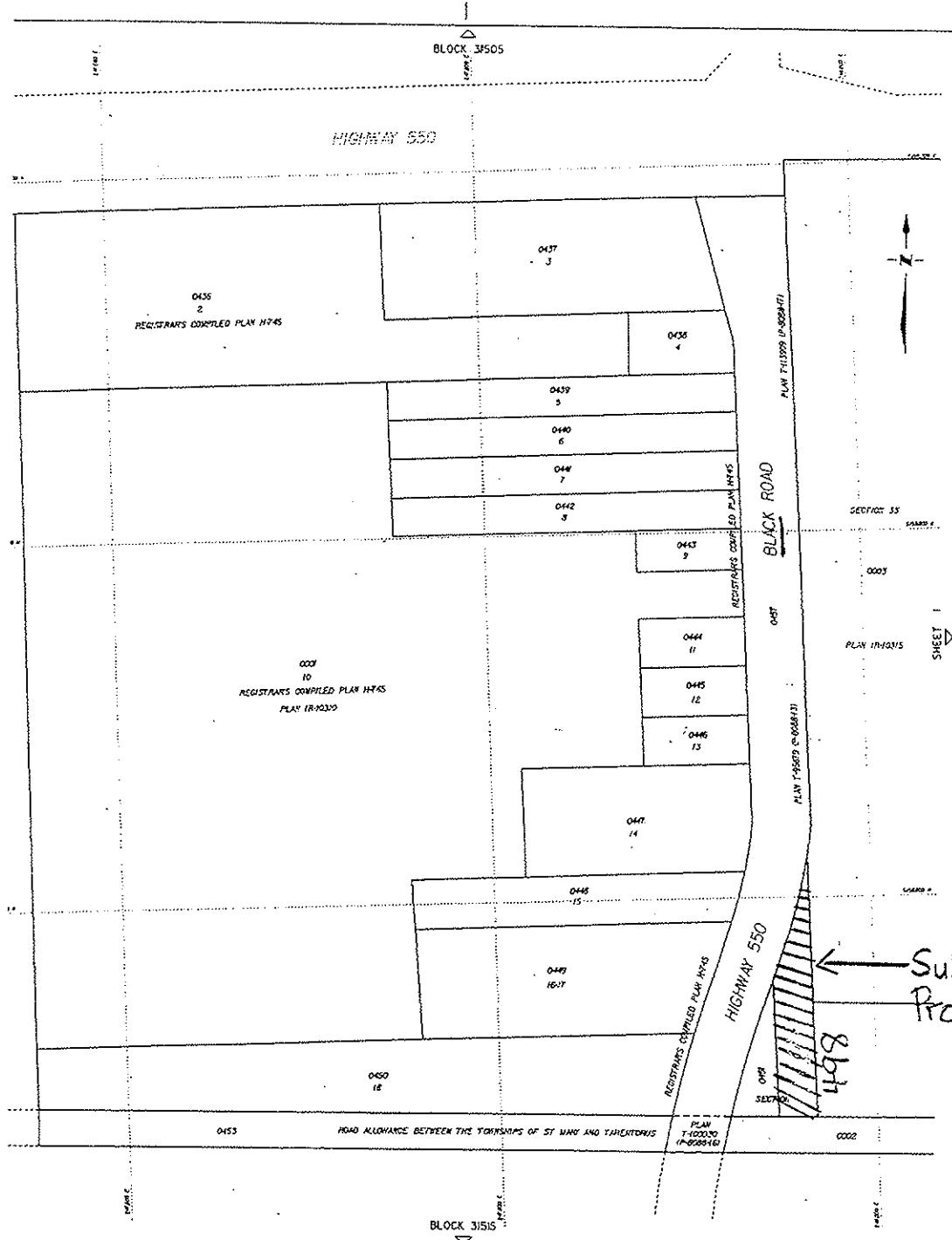
By-law 2007-30 which stops up, closes and authorizes the conveyance of the subject road allowance, appears elsewhere on your agenda and is recommended for approval.

Yours truly,

A handwritten signature in black ink, appearing to read "L. A. Bottos".

L. A. Bottos  
City Solicitor  
/sd

5(aa)



 MINISTRY OF  
CONSUMER AND  
BUSINESS  
SERVICES

INDEX MAP SHOWS ALL  
PROPERTIES EXISTING IN  
31504 - SHEET 2  
MAY 2005

DISTRICT OF  
ALGOMA  
(OFFICE OF)

SCA

**PROPERTY INDEX MAP**

BLOCK 31504

THE CITY OF

SAULT STE.

PAGE 7

DISTRICT 8

**RESONA  
(OFFICE OF)**

15

PRINCIPAL PROPERTY ADDRESS	-----
LEASED PROPERTY ADDRESS	-----
LENDER INTEREST PROPERTY LAST	-----
PREVIOUS PROPERTY NUMBER	0462
EXCLUDED PROPERTY NUMBER	0467
SECOND INTEREST PROPERTY NUMBER	0467
TYPE/NAME	-----
SPECIAL NOTES	-----
EXCUSE	-----
STC CDO	-----
ARMING MAP NUMBER	BLDG 306

## NOTES

NEARBY AMERICAN CITIES MAPS  
FORTRESS POLITICAL MAPS, INC., NEW YORK

2004-2005 学年第二学期期中考试

1 X 18 55 NOV 8 1988  
SFC THURSDAY

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RECORDED RECORDS IN THE LAND REGISTRY  
SIXTY TWO AND SEVEN HUNDRED FIVE HUNDRED

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FOR MEMBERS OF PROJECT BODIES;  
SET ACCORDING TO THE DOCUMENTS

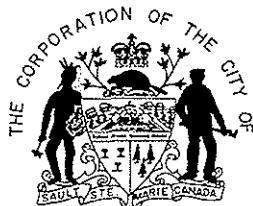
ONLY MADE CLOTHES  
ARE SHOWN

REVENGE OF THE RADICALS, WHILE RECENT  
PROGRESS PLANS ARE NOT CANCELLED.

THE UNIQUE IDENTIFIER FOR ANY PROPERTY IS CALLED A GID. IT IS COMPOSED OF THE PAGE NUMBER FOLLOWED AND THE FOUR DIGIT NUMBER FROM EACH APPLICANT TO EACH REGISTERED PROPERTY.

BLOCK 31504 - SHEET 2 OF 5

5(bb)



File No. L-319

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Lorie Bottos  
City Solicitor

**DATE:** 2007 01 29

**SUBJECT:** LEASE – BELL MOBILITY – CATHCART & WEST STREETS –  
TOWER AND EQUIPMENT SHELTER

**1. PURPOSE**

The purpose of this report is to seek Council's approval to enter into a lease with Bell Mobility in order to allow Bell to erect a tower and equipment shelter.

**2. BACKGROUND**

In order to avoid roaming cell phone calls being picked up by towers from across the river, Bell Mobility wishes to erect a tower on a 40' x 50' parcel of City property located at the northwest corner of Cathcart and West Streets. The lease is for four years with the annual rent of \$5,000.00. Bell Mobility has the three options to renew as follows: January 1<sup>st</sup>, 2012 to December 31<sup>st</sup>, 2016 at an annual rent of \$5,500.00; January 1<sup>st</sup>, 2017 to December 31<sup>st</sup>, 2021 at an annual rent of \$6,100.00 and January 1<sup>st</sup>, 2022 to December 31<sup>st</sup>, 2026 at an annual rent of \$6,800.00.

**3. ATTACHMENT**

A plan showing the location of the property is attached.

**4. RECOMMENDATION**

The lease, which is attached to and forms part of By-law 2007-24, appears elsewhere on your agenda and is recommended for approval.

Yours truly,

Handwritten signature of L. A. Bottos.

L. A. Bottos  
City Solicitor  
/sd

RECOMMENDED FOR APPROVAL  
Handwritten signature of Joseph M. Fratesi.  
Joseph M. Fratesi  
Chief Administrative Officer

5(bb)

SEE MAP 514

UNION CARBIDE  
440-112  
235 West St.

STREET

124	2F
120	2F
118	2F
116	2F
114	SF
110	SF
108	SF
106	SF
104	2F
682	664

ALGOMA STEEL  
CORP  
440-111  
105 West St.

WEST

8F	677
680	677
672	2F SF
675	1F VL
658	2F
654	SF
648	SF
642	SF
634	SF
618	SF
616	SF
614	SF
610	SF

QUEEN

PORTAGE

LANE

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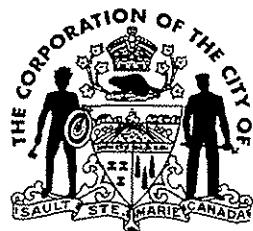
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2007 01 29

## **REPORT OF THE ENGINEERING & PLANNING DEPARTMENT**

### **PLANNING DIVISION**

**TO:**

Mayor John Rowswell  
and Members of City Council

**SUBJECT:**

Revised Borealis Project Concept Plan

On November 3, 2005, City Council approved an agreement setting out the terms and conditions for advancing the NOHFC project funding to Legacy Quest Developments Inc. for this project. On April 19, 2006, NOHFC approved a \$15 million forgivable performance loan for the project.

Last Friday, the City received a revised concept plan. All of the major components, including the Borealis attraction, performing arts theatre and hotel are included along with approximately 48,000 square feet of retail space and 21,000 square feet of food and beverage space. The site plan shows a 5,000 square foot relocated Agawa Canyon Tour station, however Mr. Garforth has indicated that he does not have a signed agreement with CN at this point.

The major changes to the plan involve moving the internal driveway that connects Canal Drive and St. Mary's River Drive away from the water and toward Bay Street. This provides for a much better integration of the site with the waterfront. The Borealis attraction and hotel have essentially switched places. The Borealis attraction is now on the high-profile corner of Bay Street and St. Mary's River Drive, and the hotel is near the water to take advantage of the views from this location.

A portion of the proposed building crosses a large underground sewer that is owned by Algoma Steel. While it would be preferable to relocate the sewer, the architects have indicated that further changes to the design may be required if this is not feasible.

5(cc)

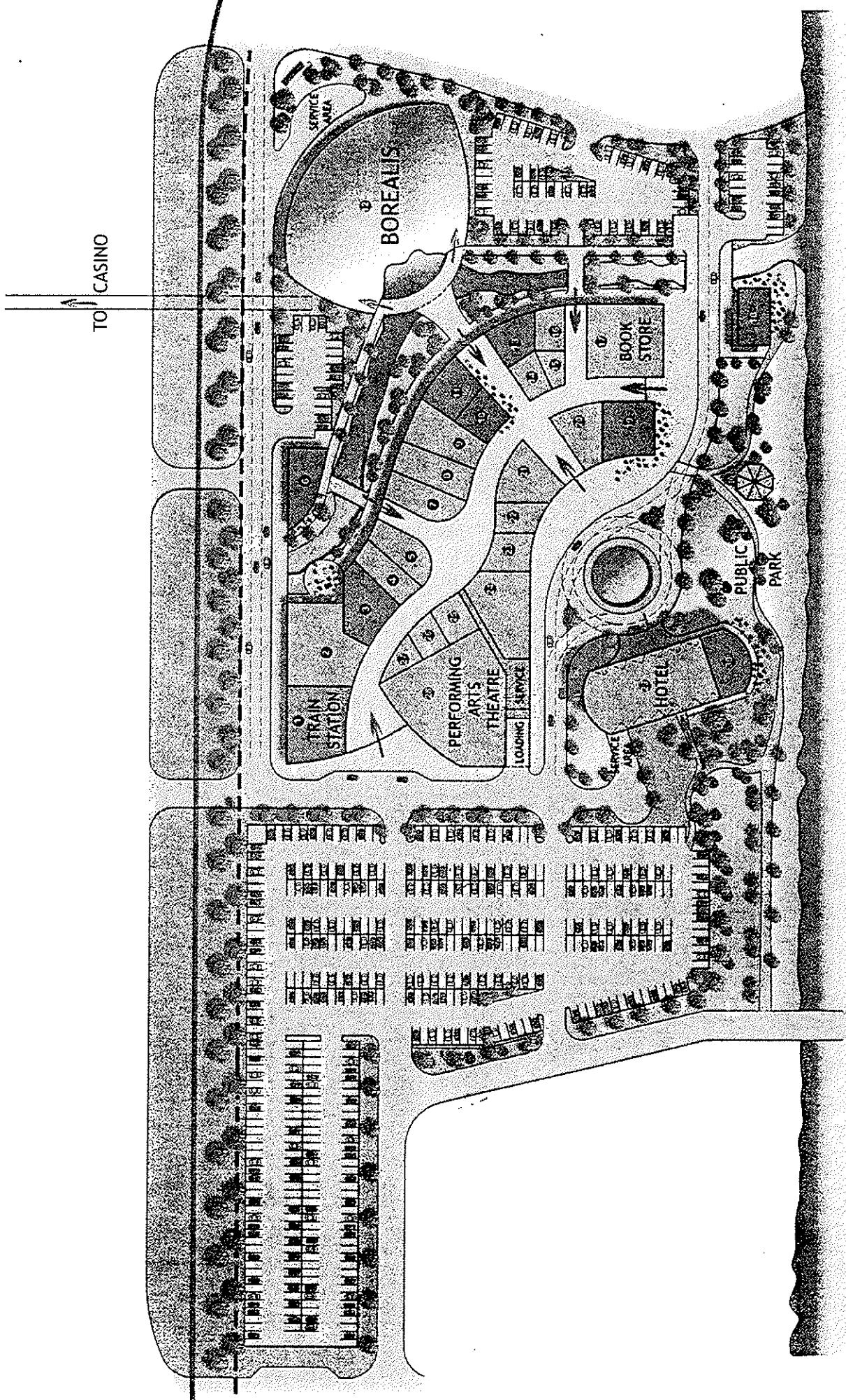
City staff will review the revised concept plan further with respect to traffic access points, building setbacks, parking requirements, etc. and will be providing comments to the developer.

**Planning Director's Recommendation** - That City Council accept this report as information.

DBM/pms

*[Signature]*  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

5(cc)





5(dd)

James M. Elliott, P. Eng.  
Deputy Commissioner



Public Works &  
Transportation Department

2007 01 29

Mayor John Rowswell  
And Members of Council

**SUBJECT: SIGNALIZED PEDESTRIAN CROSSING ON NORTHERN AVENUE**

At the Council meeting of October 16, 2006 an information report was presented to Council concerning a signalized pedestrian crossing on Northern Avenue. This report was prepared as a result of a pedestrian accident on Northern Avenue in front of Zellers Plaza where a child in a stroller was struck by vehicle. This report explained to Council that a warrant was required in order to install traffic control devices and that staff would report back to Council once a study was carried out.

The study has been completed and the results indicate that a warrant now exists for a signalized pedestrian crossing in the area of Northern Avenue from Alexander Henry High School to the Zellers Plaza. It is staff's opinion that this is due to the fact that there has been a substantial increase in the mid-block pedestrian crossings in recent years due to new retail developments in this area.

A warrant for a signalized pedestrian crossing is based on requirements set out in the Ontario Traffic Manual (OTM). The warrant is justified if the combined traffic and pedestrian crossings meet a specified level over an 8 hour period. In addition, the warrant is also based upon the number of pedestrians that are delayed more than 10 seconds (at the curb) during an 8 hour period when they are attempting to cross the street. Both these requirements must be met before a warrant for a signalized pedestrian crossing is justified.

**Costs**

As part of the 2007 Budget, Public Works submitted a Supplementary Request of \$175,000 for the installation of the signalized pedestrian crossing at the Northern Avenue location. This cost includes the signal crossing equipment as well as any alterations that would have to be made to the curbs and sidewalks.

5(dd)

2007 01 29

Page 2

**Recommendation**

It is recommended that Council approve the installation of a signalized pedestrian crossing on Northern Avenue in the vicinity of the Pee Wee Arena and Zellers Plaza.

Respectfully submitted,



J.M. Elliott, P. Eng.  
Deputy Commissioner

Recommended for approval,



Patrick M. McAuley, P. Eng.  
Commissioner

JME:cmr

\DeptShare\Council 2007\ Signalized Pedstrian Crossing Northern Avenue.doc



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

5(ee)

Patrick M. McAuley, P. Eng.  
Commissioner



Public Works & Transportation  
Department

2007 01 29

Mayor John Rowswell and  
Members of City Council

**RE: SPRING CLEAN-UP**

On January 15, 2007 Council passed the following resolution:

"Whereas in the urban area there are several homes now accumulating materials in their back yards and; Whereas when the City had the spring cleanup there were no problems with accumulating materials as such; Now therefore it be resolved that City Council request the Commissioner of Engineering and Commissioner of Public Works and Transportation to study the issue of re-establishing the spring cleanup in the near future and report back to Council."

Attached for Council's information is a previous report on spring cleanup, approved by Council in 2001. As we are now required to source separate all recyclable material; and would need to do so at curb side if spring clean-up is re-established, the cost to provide a city wide spring cleanup in 2007 is estimated at \$375,000.

It is also noted that we still offer two free weeks (spring and fall) at the landfill. There is no charge for residential disposal under the 500kg limit during these weeks. Staff still concurs with the recommendations in the previous report.

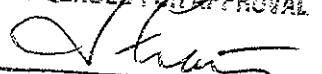
This is provided for Council's information.

Respectfully submitted,



Patrick M. McAuley, P. Eng.  
Commissioner  
Public Works & Transportation

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

PMM\cmr

\pwt\Dept Share\Council 2007\Spring Cleanup



1  
5(ee)

City Works Centre  
128 Sackville Road

01 08 29

Mayor J. Rowswell  
and Members of City Council  
Civic Centre

**Subject: Spring Clean-Up**

On June 25, 2001 Council passed the following resolution:

Whereas there continues to be constant concern expressed by residents about the lack of annual "spring cleanup" in our community;  
Now therefore be it resolved that the Commissioner of Public Works and Transportation report back to Council on the feasibility and cost of reintroducing the "spring cleanup" in our community.

Spring clean-up was last held in the City in 1982. It was discontinued for economic reasons due to the increasing costs to the municipality. The general concept was that anything could be put out to the curbside for removal by the City, including trees, stumps, construction material, auto body parts, furniture, appliances, etc., during a specific week in the spring.

Subsequent to the cancellation of spring clean-up, the landfill has been reconfigured to include a large public drop off area, including specific areas for recycling metals, batteries, propane cylinders, tires and waste wood/brush. The \$2 gate fee is waived for two one week periods (in May and September) each year, to facilitate and encourage residents in the clean up of private property. On an annual basis there are 55,000 visits to the public drop off area.

In addition, as a result of the cancelled spring clean-up, the private sector has stepped in to provide the service. Several companies provide removal and disposal services for mixed waste, and various contractors accept metals and inert construction and demolition waste at their places of business.

**Cost Estimate**

We have done two estimates to reinstitute an annual spring clean-up. The first is a general City wide coverage where all waste is taken and landfilled without separation, and a second estimate to include the sorting and separation of all recyclable and inert material that does not have to be landfilled.

*5(ee)*

The estimate cost to provide a general spring clean-up without separation is estimated at \$244,000. This includes 12 crews for 5 days with appropriate front-end loaders, trucks and labourers. It does not include an estimated \$16,500 of lost tipping fee revenue.

The estimated cost to provide a spring clean-up with separation of metals, wood and brush, tires and batteries, is approximately \$300,000, not including lost tipping fee revenue of \$16,500.

#### Recommendation

To provide a general, city wide spring clean-up is a very expensive undertaking, and does not encourage the diversion of waste from the landfill. It is therefore recommended that the City not provide a spring clean-up, but rather continue to encourage the use of the public drop off and private sector contractors for this service.

All of which is respectfully submitted.

Patrick M. McAuley, P. Eng.  
Deputy Commissioner  
Public Works and Transportation

Recommended by:

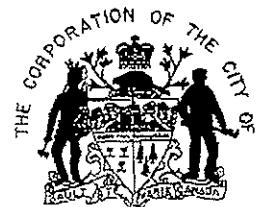
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R. B. Avery, P. Eng.  
Commissioner  
Public Works & Transportation

PMM:sk

J:\data\Works\Council 01\Spring Clean-Up.doc

RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer



# CITY COUNCIL RESOLUTION

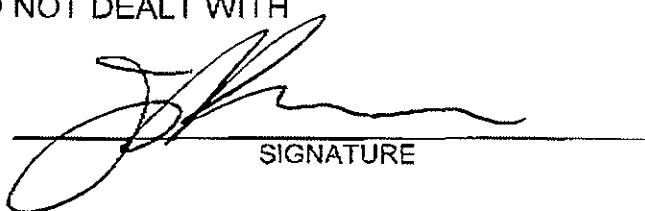
Date: September 24, 2001

5(ee)

Agenda Item

MOVED BY  
SECONDED BYCouncillor  
CouncillorP. Mick  
L. Turco

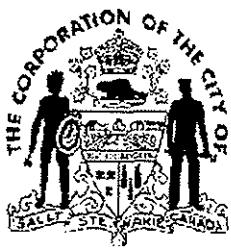
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2001 08 29 concerning Spring Clean-Up be accepted and the recommendation contained therein, be approved.

 CARRIED  
 REFERRED
 
 DEFEATED  
 OFFICIALLY READ NOT DEALT WITH
 
 AMENDED
 
 DEFERRED
 

 A handwritten signature in black ink, appearing to read "J. H. [Signature]". It is positioned above a horizontal line labeled "SIGNATURE".

 C.A.O.  
 City Solicitor  
 Comm. Finance/Treasurer  
 Comm. Eng. & Planning  
 Comm. Human Resources
 
 Comm. Community Services  
 Comm. P.W. & Transportation  
 City Clerk  
 Fire Chief  
 Police Chief
 
 Mayor  
 Dir. Libraries  
 E.D.C.  
 Cons. Authority

57(ff)

Patrick M. McAuley, P. Eng.  
Commissioner



Public Works & Transportation  
Department

2007 01 29

Mayor John Rowswell and  
Members of City Council

**RE: WINTER MAINTENANCE OF RED ROCK ROAD (MAKI ROAD)  
AGREEMENT WITH BROOKFIELD POWER**

At the October 30, 2006 Council meeting, staff recommended that an agreement be negotiated with Brookfield Power to provide winter maintenance to the portion of Maki Road/Red Rock Road, within the city limits, north of Allard Lake.

Brookfield Power offered to fund the winter maintenance costs if the City provides normal winter maintenance road services. Elsewhere on the agenda is the agreement that has been worked out with Brookfield Power and Council's approval is recommended.

Respectfully submitted,

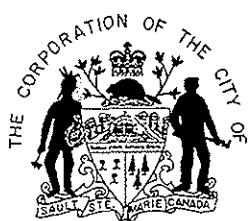
Patrick M. McAuley, P. Eng.  
Commissioner  
Public Works & Transportation

PMM\cmr

*J. Fratesi*  
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi  
Chief Administrative Officer

\pwt\Dept Share\Council 2007\Winter Maintenance Red Rock



# CITY COUNCIL RESOLUTION

5(ff)

Date: January 29, 2007

Agenda Item

MOVED BY

SECONDED BY

Councillor

Councillor

\_\_\_\_\_  
\_\_\_\_\_

RESOLVED THAT the report of the Commissioner of Public Works and Transportation dated 2006 01 29 concerning the winter maintenance agreement of Red Rock Road (Maki Road) with Brookfield Power and the recommendations therein be accepted.

CARRIED  
 REFERRED

DEFEATED  
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

SIGNATURE

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

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

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

5(99)

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## MEMORANDUM

---

**TO:** CITY OF SAULT STE. MARIE  
MAYOR AND COUNCILLORS

**FROM:** H. J. BRIAN CURRAN, PRESIDENT & C.E.O.  
PUC INC.

**DATE:** January 23, 2007

**SUBJECT:** 2006 FOURTH QUARTER SHAREHOLDER REPORT

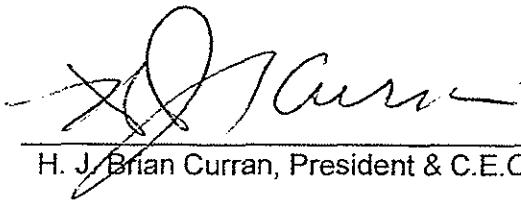
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At the November 21, 2001 PUC Inc. Board Meeting the Board of Directors adopted a process to communicate with the shareholder on a quarterly basis.

Attached is the Fourth Quarter Shareholder Report for the period October 1 to December 31, 2006 and the unaudited financial statements for December 2006.

I will attend the council meeting of January 29<sup>th</sup> to answer any questions on the report and financial statements.

If you have any questions prior to January 29<sup>th</sup>, please do not hesitate to call me at 759-6538.



---

H. J. Brian Curran, President & C.E.O.

cc City of Sault Ste. Marie, C.A.O

attachments: 1. 2006 Fourth Quarter Report  
2. Unaudited December 2006 Financial Statements

RECEIVED	
CITY CLERK	
JAN 25 2007	
NO.:	50714
DIST.:	

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## PUC INC. 2006 FOURTH QUARTER REPORT

### PUC SERVICES

PUC Services was honoured to receive the Environment Award from the Sault Ste. Marie Chamber of Commerce in October. The award recognizes the company's efforts to recover, recycle, and reuse. The award also recognizes the company's efforts in energy conservation and its work with Sault College on the water treatment plant optimization project.

As of the end of December the company had achieved 613 days without a lost time injury. Espanola Regional Hydro, to which we provide management services, has improved its safety management practices to the extent that it will receive the Electrical and Utilities Safety Association (EUSA) Bronze Safety Award.

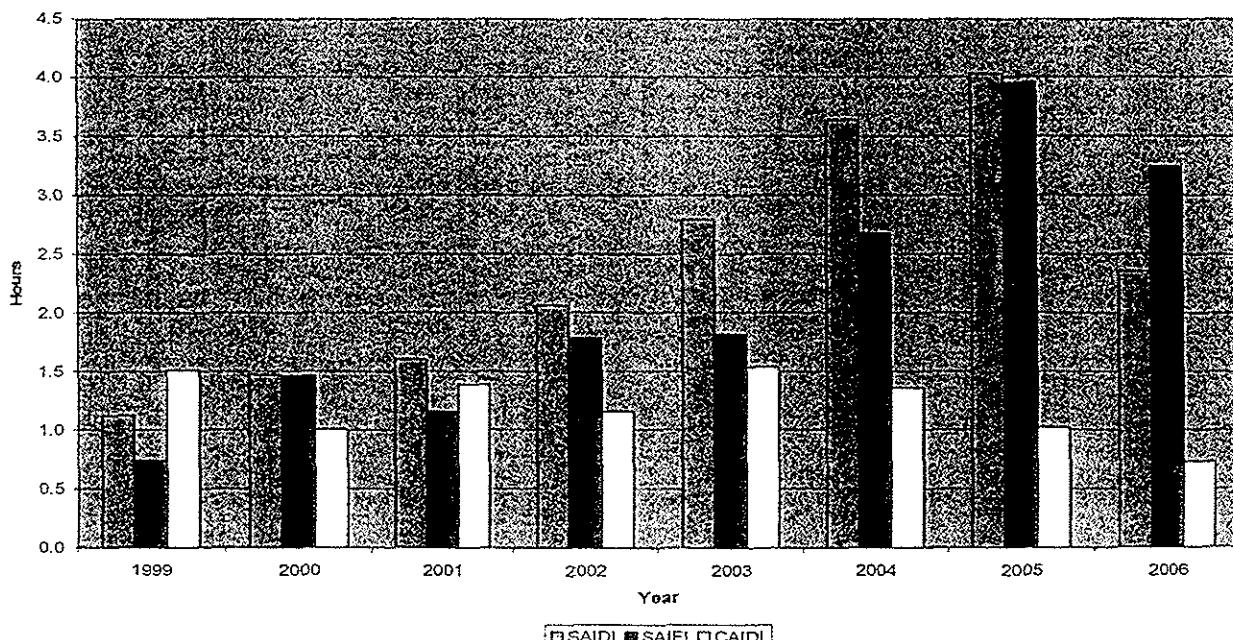
The new east end wastewater treatment plant is in operation and producing a high quality effluent on a consistent basis. Refinements to the plant's instrumentation system are required before it can operate in the biological nutrient removal mode. Phosphorus levels are currently being controlled with the addition of alum.

### PUC DISTRIBUTION

Electricity consumption was down 2.8% from 2005 and 3% below budget. The major reason for the drop was the extremely warm weather that we experienced in 2006. Heating degree days were 14% less than the long term average and 7.1% less than 2005.

Reliability statistics as measured by the frequency and duration of outages improved considerably in 2006. The system average interruption duration index (SAIDI) declined from 4.03 in 2005 to 2.36 exceeding our target of a 25 % improvement for 2006. The system average interruption frequency index (SAIFI) declined from 3.95 to 3.25, close to our reduction target. In December the level of protection for our system was enhanced with changes at our Transformer Station (TS2) on Third Line.

Reliability Indices - Year End



5(gg)

In December, despite our efforts to increase system reliability, a truck caused severe damage to a pole that carried a 34.5 kV circuit. The accident took out service to 8,200 customers for periods ranging from 16 minutes to 2.5 hours.

On November 1<sup>st</sup> the electricity commodity rate was adjusted to 5.5¢/kWh for the first 1000 kWh per month and 6.4¢/kWh for the balance. The adjustment represents a decrease of approximately 6% from the previous rate.

The Ontario Energy Board (OEB) issued a report on the Cost of Capital. The OEB has indicated that all local distribution companies (LDCs) will have a deemed 60/40 debt to equity structure. Currently LDCs such as PUC Distribution with less than \$100 million in assets are deemed to have a 50/50 debt to equity structure. The effect of this decision will be to decrease LDC profit for small and medium size LDCs. The OEB has not ruled on the allowed return on equity but OEB staff has suggested a return of 8.37%. LDCs, through the Electricity Distributors Association, have provided strong arguments for a higher return.

We are working with a local company on the development of a computer game that will promote the awareness of energy conservation to elementary school children. We co-hosted an energy conservation workshop for industrial users in December with Brookfield Power and the Association of Major Power Consumers of Ontario. We also participated in the Ontario Power Authority's fall conservation coupon programme.

A decision has not yet been rendered on Brookfield Energy's motion for leave to appeal the court decision that recognized PUC Distribution's right to 5,000 horsepower of electricity supply in perpetuity.

### **WATER SYSTEM**

Water production was down 2.9% from last year but sales increased by 1%. A reduction in losses is the reason for the discrepancy. We begin recording the number of water main breaks from November 1 of each year. Over the past two months we have experienced 24 breaks compared to the five year average of 16 for this period.

The new watermain extension on Old Garden River Road was commissioned in December providing water to households whose well systems had been compromised by bacterial contamination. The remainder of the homes along Old Garden River Road will be connected next year.

A 10% rate increase effective January 1, 2007 has been approved. The rate increase is necessary because of the high level of capital projects that must be carried out in 2007.

### **PUC TELECOM**

PUC Telecom and Ontera worked on a proposal to provide a converged telecommunications network and voice over internet (VOIP) system to the Algoma District School Board and the Huron Superior Catholic School Board. The proposal was submitted on January 8, 2007 in response to a request for proposals by both Boards.

### **PUC ENERGIES**

Aside from sentinel lighting rentals there was no activity in this affiliate.

5(99)

## FINANCIAL STATUS

PUC Inc. had unconsolidated net income of \$194,654 for the year, compared to \$29,765 in 2005. Lower business development expense is the major reason for the difference. Interest expense payments to the City for the year were \$2.5 million. The City has been advised due to the cash flow requirements of PUC Distribution that we will have to reduce interest payments by \$500,000 in 2007 pending review of the company's capital structure.

PUC Distribution Inc. had a net loss of \$301,628 compared to a loss of \$738,755 in 2005. Revenues were \$1,167,732 below budget due to lower than expected consumption as a result of much warmer weather during the heating months, a lower than requested rate increase from the OEB and a \$300,000 write off as a result of the settlement with Shaw. Compensating for the shortfall in revenue were operating costs that were \$525,192 below budget.

Net income for the water utility was \$1,463,082 compared to \$429,649 in 2005 and a budgeted YTD income of \$281,729. The final net income figure that will appear in the audited financial statements will be lower with the recognition of invoices for work that was completed in 2006 but have not yet been processed.

PUC Services had a net loss of \$159,930 compared to net income of \$68,621 in 2005. It is expected that the loss position will be reduced with the allocation of expenses to other affiliates. The allocation will correspondingly reduce the net incomes of the other affiliates and the water utility. PUC Telecom had net income of \$92,648 compared to \$21,007 in 2005. PUC Energies net income was \$30,886 compared to a loss of \$28,900 for the same period in the previous year.

5(gg)

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## Summary of Operations



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**For the Period Ending December 31, 2006**

**\*\*\*Subject to Additional Year End Entries\*\*\***

5(gg)

## PUC Inc.

### Summary of Operations

For the Period Ending December 31, 2006



	Budget	YTD Budget	YTD Actual
Related Party Interest	\$2,807,650	\$2,807,650	\$2,807,650
Miscellaneous Revenue	\$110,000	\$110,000	\$159,418
	\$2,917,650	\$2,917,650	\$2,967,068
Related Party Interest	\$2,545,401	\$2,545,401	\$2,545,400
Administrative Expenses	\$364,456	\$364,456	\$227,014
	\$2,909,857	\$2,909,857	\$2,772,414
<b>Net Income (Loss)</b>	<b>\$7,793</b>	<b>\$7,793</b>	<b>\$194,654</b>

5(gg)

# PUC Distribution Inc.

## Summary of Operations

For the Period Ending December 31, 2006



	Budget	YTD Budget	YTD Actual
Distribution Revenue	\$12,480,673	\$12,480,673	\$11,434,212
Miscellaneous Revenue	\$794,668	\$794,668	\$673,498
	\$13,275,341	\$13,275,341	\$12,107,709
Cost of Power Revenue	\$48,870,126	\$48,870,126	\$45,813,314
Cost of Power Expense	\$48,870,126	\$48,870,126	\$45,813,314
	\$0	\$0	\$0
Operating and Maintenance Expenses	\$3,632,980	\$3,632,980	\$3,436,687
Administrative Expenses	\$3,696,899	\$3,696,899	\$3,356,366
Depreciation	\$2,774,000	\$2,774,000	\$2,774,000
Interest Expense	\$2,830,650	\$2,830,650	\$2,842,284
	\$12,934,529	\$12,934,529	\$12,409,337
<b>Net Income (Loss)</b>	<b>\$340,812</b>	<b>\$340,812</b>	<b>(\$301,628)</b>

5(gg)

**Public Utilities Commission - Water Utility**  
**Summary of Operations**  
**For the Period Ending December 31, 2006**



	Budget	YTD Budget	YTD Actual
Water Revenue	\$9,280,479	\$9,280,479	\$9,527,656
Miscellaneous Revenue	\$302,218	\$302,218	\$493,778
	\$9,582,697	\$9,582,697	\$10,021,434
Operating and Maintenance Expenses	\$4,750,078	\$4,750,078	\$4,453,098
Administrative Expenses	\$2,565,791	\$2,565,791	\$2,324,977
	\$7,315,868	\$7,315,868	\$6,778,076
Capital Expenditures	\$1,985,100	\$1,985,100	\$1,780,276
	\$1,985,100	\$1,985,100	\$1,780,276
<b>Net Income (Loss)</b>	<b>\$281,729</b>	<b>\$281,729</b>	<b>\$1,463,082</b>

5(gg)

## PUC Services Inc.

### Summary of Operations

For the Period Ending December 31, 2006



	Budget	YTD Budget	YTD Actual
Streetlight Revenue	\$548,641	\$548,641	\$517,680
Contract Revenue	\$2,927,071	\$2,927,071	\$3,006,053
Management Fee Revenue	\$4,985,542	\$4,985,542	\$4,647,222
Miscellaneous Revenue	\$314,171	\$314,171	\$136,949
	\$8,775,425	\$8,775,425	\$8,307,904
Operating and Maintenance Expenses	\$3,291,061	\$3,291,061	\$3,079,437
Administrative Expenses	\$4,361,028	\$4,361,028	\$4,289,025
Depreciation	\$1,093,219	\$1,093,219	\$1,099,372
Interest Expense	\$0	\$0	\$0
	\$8,745,308	\$8,745,308	\$8,467,834
<b>Net Income (Loss)</b>	<b>\$30,118</b>	<b>\$30,118</b>	<b>(\$159,930)</b>

5(99)

# PUC Telecom Inc.

## Summary of Operations

For the Period Ending December 31, 2006



	Budget	YTD Budget	YTD Actual
Telecommunication Revenue	\$509,416	\$509,416	\$478,919
Miscellaneous Revenue	\$41,910	\$41,910	\$60,122
	\$551,326	\$551,326	\$539,041
Operating and Maintenance Expenses	\$62,301	\$62,301	\$60,440
Administrative Expenses	\$181,473	\$181,473	\$157,665
Depreciation	\$228,294	\$228,294	\$228,288
	\$472,067	\$472,067	\$446,393
<b>Net Income (Loss)</b>	<b>\$79,259</b>	<b>\$79,259</b>	<b>\$92,648</b>

5(gg)

**PUC Energies Inc.**

**Summary of Operations**

**For the Period Ending December 31, 2006**

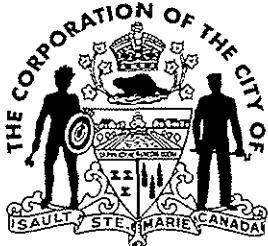


	Budget	YTD Budget	YTD Actual
Rental Revenue	\$63,000	\$63,000	\$57,879
Miscellaneous Revenue	\$50,000	\$50,000	\$57,192
	\$113,000	\$113,000	\$115,071
Operating and Maintenance Expenses	\$57,180	\$57,180	\$63,312
Administrative Expenses	\$24,532	\$24,532	\$17,993
Depreciation	\$2,878	\$2,878	\$2,880
Interest Expense	\$0	\$0	\$0
	\$84,591	\$84,591	\$84,185
<b>Net Income (Loss)</b>	<b>\$28,409</b>	<b>\$28,409</b>	<b>\$30,886</b>



6(1)(a)

Joseph M. Fratesi, B.A. LL.B.  
Chief Administrative Officer



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P.O. Box 580, Civic Centre  
Sault Ste. Marie, Ontario  
Canada. P6A 5N1  
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E-Mail:  
[j.fratesi@cityssm.on.ca](mailto:j.fratesi@cityssm.on.ca)  
[b.berlingieri@cityssm.on.ca](mailto:b.berlingieri@cityssm.on.ca)

2007 01 29

Mayor John Rowswell and  
Members of City Council

## **Re: Development of the MTO site for an Emergency Response Centre**

### **Introduction:**

At the December 11, 2006, Council meeting reports were provided by both the Fire Chief and the Commissioner of Finance with respect to proceeding on a previously approved commitment by Council to re-development the buildings on the MTO site for an Emergency Response Centre (copies of these reports are provided elsewhere on the agenda). This had been approved on the basis that a finance plan, which involved using the proceeds of sale of the surplus lands on the site as well as the proceeds of sale of the old #4 Fire Hall. That plan had been based on appraisals which had been provided to the City for the surplus lands and fire hall and on the basis of construction costs estimated several years ago.

Several factors have since prevented the original finance plan from proceeding. These include a request by Sault College that the Northern Avenue frontage lands not be sold to the private sector and their expressions of interest in acquiring such lands. As well, the frontage on Old Garden River Road was sold by the City to the Economic Development Corporation at less than the appraised value to allow the EDC to build a commercial building which it now leases to the Sutherland Group Call Centre. The large parcel of vacant land behind the Sutherland building has now become less attractive as a result. A further limiting factor has been the rezoning of the surplus lands, which restricts possible uses and therefore affects value.

Aside from some serious interest from the private sector in the past for the Northern Avenue lands, which Council has now reserved for Sault College's possible acquisition, there have been no other serious offers to acquire the property for uses permitted in the new zoning bylaw. There have been some inquiries. However the intended uses were not those which would fit within the existing neighbourhood or comply with the existing zoning bylaw.

Aside from that expressed by Sault College, the only possible outstanding interest that we are currently aware of with respect to the surplus lands deals with the acreage of vacant land behind the Sutherland building.

### **Revised Finance Plan:**

It is for the reasons above that a further approach to City Council was made necessary in December. The reports provided updated construction costs including those brought on by inflation, changes in the building code, changes in the scope of the project (i.e. providing for a generator for the operation), providing for an Emergency Operations Centre and providing for the construction of a proper road access through the property on Northern Avenue for which Sault College had expressed an interest. A revised financial plan was prepared by the Treasurer which suggested a way in which Council might proceed with the project with a new funding approach. At that time, we also advised Council that we were in preliminary discussions with the Ministry of Health about the possible relocation of the Central Ambulance Communications Centre (CACC) which is currently operated by and located at the Sault Area Hospital (SAH) into the excess space of our MTO building.

### **New Emergency Response Centre:**

This relocation would allow our facility to become an Emergency Response Centre which would include the following components:

1. Fire Hall, replacing the aging and undersized # 4 Fire Hall.
2. Land Ambulance Base, finally providing the home base which was promised when the City took over this service some 5 years ago to serve not only Sault Ste. Marie, but surrounding DSSAB area.
3. Central Ambulance Communications Centre, dispatching ambulances in Sault Ste. Marie and DSSAB area.
4. Emergency Operations Centre providing permanent and appropriate accommodation for all responding agencies in the event of community disaster or emergency.
5. Vehicle/Equipment maintenance and repair facility allowing Fire Services to do maintenance and repairs to not only its own vehicles but also ambulances owned by DSSAB, and possibly local Police as well as fire trucks/equipment from other communities.
6. Storage/training/repair facility in back building for use by several departments of City including Police, Parking Authority, PWT, Parks and Fire/Ambulance.

### **Potential NOHFC and FedNor Assistance:**

In as much as the scope of the proposed operations from this facility have now expanded into a regional Emergency Response Centre which will provide a consolidation of emergency services serving not only Sault Ste. Marie, Prince Township, our neighbouring First Nations and areas north of our City, we now appear to be eligible to apply for some funding assisting from both NOHFC and FedNor under the Infrastructure

6(1)(a)

and Community Development Program. A maximum amount of \$1 million could be available from NOHFC while a maximum amount of \$500 thousand could be made available by FedNor. As a matter of fact, the City of Timmins recently qualified for grants from both NOHFC and FedNor for a similar proposal because of the consolidation and regional aspects their facility.

I have had recently had preliminary discussions with both Aime Dimatteo of NOHFC and Dan Hollingsworth of FedNor and was encouraged by their responses. As a result, I have made Stage I applications to both on the basis of the expanded scope of the facility. Assuming Council agrees with staff's recommendations to proceed, I will require Council's authorization to proceed to the next stages in the application process. During our facility tour, one of the members of Council indicated to us that they would feel more comfortable in proceeding, if in fact some assistance was provided from the senior levels of government. Based on my discussions and the Timmins approval, I am confident that we will be approved for some assistance on this project. A favourable response in fact would alter our financing plan to the extent that we could either shorten the time over which the project would be paid or reduce the annual amount paid.

#### Relocation of the Central Ambulance Communications Centre (CACC)

With respect to the earlier mentioned discussions and negotiations with the Ministry of Health and SAH officials, I wish to report that we have had several meetings with both, which have resulted in an agreement amongst all three parties. Attached you will find a copy of a letter from the Minister of Health, the Honourable George Smitherman, dated Dec. 27, 2006 addressed to Ken Wallenius, Board Chair of the SAH. Please note that the Minister has announced approval of up to \$1.225 million in one-time funding to the Hospital to do the interior renovations of space in our MTO building for the relocation of the Sault Ste. Marie Central Ambulance Communications Centre (CACC). We have asked our Consulting Engineer/Architect to review with Ministry of Health and SAH officials, the requirements to ensure that the \$1.225 million is sufficient to do the work which is required for the tenant improvements in the space that the CACC will occupy. He is comfortable that this amount is sufficient and workable so that the City will not be exposed to any extra costs. As an aside, our proposal puts us in excellent position should the Province consider downloading the Communications Centre in the future, as is expected.

I am also pleased to attach a copy of the Memorandum of Understanding (MOU) which has been prepared by the SAH between the City and the SAH. This MOU will form the basis upon which the renovations for the CACC will proceed and the money announced by the Minister will flow. In addition to the MOU, a long-term lease agreement will be prepared by the City's Legal Department for signature by the SAH at market-value rent currently pegged at \$19 per square foot gross (estimated to provide to the City annual rental income of about \$70,000). Appearing elsewhere on the Agenda in the Bylaw section is the MOU which we have been asked to sign so that next steps can be taken by both the Ministry and the Hospital. This agreement will relieve our hospital of having to consider providing space either in the new hospital facility or at another location. However, time is of the essence in that the project must start within the current

fiscal cycle of the Province, therefore, before March 31, 2007 with project completion and occupancy to occur no later than November 30, 2007.

### **Offer to Purchase #4 Fire Hall**

As reported to Council by the Fire Chief in his December 11, 2006 report, the City has received an offer to purchase #4 Fire Hall and the property upon which it sits. The Legal Department has confirmed that the offer is within the appraisal range allowing it to be considered. The terms of the offer allow for the transaction to close immediately with occupancy to be turned over in November 2007, coinciding with completion of renovations within the MTO building. The prospective purchaser agreed in December to extend his offer to the end of January to allow Council to obtain the information that it determined it required in the December referral.

There are now, therefore two very time-sensitive opportunities that help make this proposal very attractive which require Council to make a decision now with respect to whether or not this project should proceed, as presented.

At the December 11, 2006 meeting Council passed a resolution which deferred on making a decision on this matter until this meeting. The resolution asked for several things to be arranged and/or reported on and I wish to deal with each of them as follows.

#### **Facility Tours:**

The Fire Chief arranged for tours of the facility by members of Council. Over four different tours all members except one were able to see the building and ask questions of our consulting engineer/architect about the suitability of this building for the proposed use. They were also able to see the large storage/repair/training structure in the rear which is currently occupied by several City departments.

#### **Employee/Union Involvement:**

In addition to members of Council, we invited the leadership of both our Firefighters and Paramedic unions to attend on a tour of the facility. During these tours, they were asked for any concerns or comments that they might have with respect to the project and its location. They were also advised that they would be invited to be part of a small working group that would deal with matters throughout the construction period. In his report, Chief McCoy provides copies of the comments which we received and the responses that both he and the Consulting Engineer/Architect have provided to satisfactorily deal with each and every one of the issues raised.

**Other Potential Uses:**

A report was requested of both the City Planning Director and the President/CEO of the Sault Ste. Marie Economic Development Corporation regarding potential usages for the property and the potential economic/quality of life impact for the community of Sault Ste. Marie. As well, it was suggested that "a general call for ideas of private and public sector businesses" be solicited.

**Planning Director's Comments:**

I am pleased to enclose a copy of the report of the Planning Division, dated January 1, 2007 which was prepared in response to the deferral resolution. Mr. McConnell does an exceptional job of providing the past history on this property including the original reason why it was acquired by the City. You will note that there was a neighbourhood consultation where the proposed reuse of the building as an Emergency Response Centre and the possible use of the northerly property for information technology uses were discussed. Sault College and the EDC were involved in that consultation in 2001 and all seemed satisfied with what the City was planning.

With respect to the suitability of this site for an Emergency Response Centre, you will note that Mr. McConnell states that this proposed use "is generally considered to be a good neighbour and would be particularly well-suited to this location from a neighbourhood prospective given the large size of the property". He also comments on the significant growth in this area of the community in recent years and what is expected to happen in the next several years as a result of the proposed relocation of the SAH. Mr. McConnell discusses potential uses for this property including industrial/commercial and residential possibilities. His report does not suggest that there are better uses in his view for the property than what is proposed.

The resolution speaks of "quality of life issues". Please note Mr. McConnell's comment that..... "certainly rapid response from our Fire and Emergency Medical Services is critical to the quality of life of our residents". This is a comment that Bruce Strapp from our EDC also repeated in several media interviews following his general call for ideas from the public. Both of these positions confirm what the Corporation of the City of Sault Ste. Marie has learned in each of every one of our previous citizen surveys regarding municipal services and the priorities that should be placed on them. Invariably, policing, fire protection and ambulance services always rank at the top of the list. Certainly having these as a priority on any municipal government agenda is to be seen as being serious about "quality of life issues".

**EDC and "Call for Ideas":**

Under separate cover, you will be receiving a report from Bruce Strapp regarding the results of his general call for ideas. You will also be receiving his comments regarding the past efforts of the EDC to either market or develop the MTO site for new initiatives.

**Sault College Interest:**

There was some concern that proceeding with this project might interfere with Sault College's plans for expansion. At a recent meeting held at Sault College involving the Sault College Board of Governors and City Council and City staff, this matter was discussed. While Sault College indicated that it would be doing a facilities review study over the next several months, it could not say that it was interested in any of the City's property, save and except that portion of the MTO which has been set aside for their possible acquisition and which fronts on Northern Avenue. The Chair of the Board clearly indicated that they could not express any interest in any other property at this point in time, including the MTO site buildings or the acreage to the rear of the Sutherland building. As Council is aware, Sault College owns large acreages of land on both sides of Northern Avenue, much of which is vacant.

Sault College is on record as supporting our project. At this recent meeting, the Chair confirmed that Sault College would be interested in working with the City in training opportunities that might become available as a result of a Fire/Paramedic/Communications/Emergency Operations Centre which would become Sault College's neighbour.

**Conclusion:**

It is hoped that this report, as well as the further report of the Fire Chief and our Consulting Engineer/Architect satisfactorily answer any outstanding concerns which Council may have with respect to this project. This project was previously approved to proceed by a resolution of Council. A revised financial plan is presented to Council with an expectation that the timeframe for payment will be shortened as a result of participation by the senior levels of government. Time, however, is of the essence. An approval to proceed at this time is absolutely necessary if Council wishes to take advantage of the SAH/Ministry of Health offer to relocate into our building paying market rents and covering off the cost of tenant improvements and also with the offer to purchase our #4 Fire Hall.

The Fire Chief has reiterated on numerous occasions that this location is optimum. It is currently owned by the City. The building has been determined to be structurally sound and well worth converting. The cost to provide a consolidated regional Emergency Response Centre in the former MTO building here will provide substantial savings to our taxpayers and a first-class facility for not only those same taxpayers but also for our employees who will work out of the site.

6(1)(a)

**Recommendations:**

The following is, therefore, recommended to Council:

1. That staff be authorized to proceed with the project to finally provide that much anticipated and much needed permanent accommodation for the City's integrated Fire/EMS operations.
2. That Council authorize the City to enter into an agreement with the SAH and execute the MOU which has been prepared, thereby allowing for the creation of the new consolidated regional Emergency Response Centre.
3. That the City Solicitor be authorized to prepare a long-term lease for the rental of approximately 3,800 square feet of space in the renovated building to SAH at market rent.
4. That Council approve the recommendations contained in the revised funding proposal of the Commissioner of Finance as set out in his report of Dec. 11, 2006, subject to any amounts being secured successfully from NOHFC and/or FedNor being used to reduce the City's share.
5. That Council authorize staff to proceed to the next steps with funding applications to NOHFC and FedNor for assistance with this project.

All of which is respectfully submitted,



Joseph M. Fratesi  
Chief Administrative Officer

JMF:bb  
Attach.

6(1)(a)

Ministry of Health  
and Long-Term Care

Office of the Minister

10<sup>th</sup> Floor, Hepburn Block  
80 Grosvenor Street  
Toronto ON M7A 2C4  
Tel 416-327-4300  
Fax 416-326-1571  
[www.health.gov.on.ca](http://www.health.gov.on.ca)

Ministère de la Santé  
et des Soins de longue durée

Bureau du ministre

10<sup>e</sup> étage, Édifice Hepburn  
80, rue Grosvenor  
Toronto ON M7A 2C4  
Tél 416-327-4300  
Téléc 416-326-1571  
[www.health.gov.on.ca](http://www.health.gov.on.ca)



Ontario

I06-06107

Sault Area Hospital  
Administration

JAN 12 2007

Received

**RECEIVED**

JAN 11 2007

EMERGENCY HEALTH SERVICES  
SUDBURY

DEC 27 2006

Mr. Ken Wallenius  
Board Chair  
Sault Area Hospital  
969 Queen Street East  
Sault Ste. Marie ON P6A 2C4

KW  
Dear Mr. Wallenius:

The McGuinty government has unveiled an ambitious health reform plan. I would like to thank you for your continuing effort and co-operation in working with my Ministry to improve Ontario's health care system.

The success of our reform plan is dependent on our enhancement of resources to strengthen care in the community to relieve pressure on hospitals and improve health outcomes. To this end, the Ministry of Health and Long-Term Care has reviewed the funding request for the relocation of the Sault Ste. Marie Central Ambulance Communications Centre (CACC) to a facility owned by the City of Sault Ste. Marie and is pleased to commit up to \$1,225,000 in one-time funding for the fiscal year 2006-07.

Ministry staff will be contacting you shortly regarding details of this funding.

**RECEIVED**

JAN 12 2007

CLERK ADMINISTRATIVE OFFICER  
CITY OF SAULT STE. MARIE

NOTED	ACTION
SR. F.M.	<i>(Signature)</i>
F.M.	
FILE	
FILE ✓	<i>Sault Ste. Marie CACC</i>

Fin. 2006-07

.../2

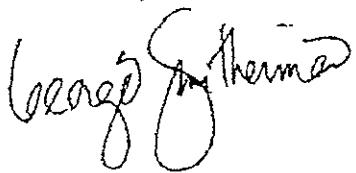
- 2 -

6(1)(a)

Mr. Ken Wallenius

I would like to take this opportunity to again convey my sincere appreciation for the considerable contributions all members of your organization make in the provision of health services in your communities.

Yours truly,



George Smitherman  
Minister

c: Honourable Michael A. Brown, MPP Algoma-Manitoulin  
David Orazietti, MPP Sault Ste. Marie  
Mathilde Gravelle Bazinet, Chair, North East LHIN

6(1)(a)

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SAULT AREA HOSPITAL

AND

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

RELOCATION OF SAULT STE MARIE CENTRAL AMBULANCE  
COMMUNICATIONS CENTRE TO  
71 OLD GARDEN RIVER ROAD, SAULT STE. MARIE, ONTARIO

## MEMORANDUM OF UNDERSTANDING

### BACKGROUND

The Sault Area Hospital (hereinafter referred to as the "Hospital") operates the Sault Ste. Marie CACC (hereinafter referred to as the "CACC") pursuant to a performance agreement with the Ministry of Health and Long-Term Care (hereinafter referred to as "MOHLTC"). The CACC is currently located in a building located on the hospital property. The CACC must relocate before 2010, the year that the Sault Area Hospital is scheduled to relocate to its new site.

The City of Sault Ste. Marie (hereinafter referred to as the "City") sought a funding commitment from MOHLTC to relocate the CACC to a new communications facility owned by the City, located at 71 Old Garden River Road.

The portion of capital costs attributed to the ambulance portion of the new communications centre is expected to be up to \$1.225 million. The City Council is expected to approve the amalgamation funding during this 2006-2007 fiscal year, with the move to the new facility planned for Summer 2007. The Hospital will continue to operate the CACC following relocation, as it does now.

The one-time funding amount of up to \$1.225M is provided by the MOHLTC to the Hospital. The City shall have the responsibilities outlined below and shall issue invoices to the Hospital using a mutually acceptable process and format for payment of approved costs by the Hospital to the City.

### PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish the parameters of the agreement between the Hospital and the City for a one-time funding amount of up to \$1.225M for the relocation of the CACC, including the capital costs required for the CACC portion of the new centre.

### ROLES AND RESPONSIBILITIES

#### **For the Hospital:**

- The one-time funding amount of up to \$1.225M, provided by the MOHLTC to the Hospital, shall be forwarded by the Hospital to the City based on approved invoices provided by the City to the Hospital.
- The Hospital, on behalf of the MOHLTC, will provide the City with the following:
  - an ARIS 2 rack;
  - an administration server;
  - radio cabinets;
  - required personal computers and monitors.
- The Hospital will assign a representative to the building project committee.
- The Hospital will enter into a long-term occupancy agreement with the City at market value rent.

**For the City:**

- The City shall expend the one-time funding amount for the ambulance portion of the new communications centre at 71 Old Garden River Road for the following:
  - interior construction;
  - patio & enclosure, and ramp access;
  - electrical system and equipment;
  - mechanical equipment;
  - communications equipment;
  - general costs such as permits, site supervisions, site cleaning, etc.;
  - security costs;
  - contingency fees;
  - office furnishings;
  - dispatch consoles;
  - mapping solutions (presentation product);
  - projectors;
  - seating
  - moving costs.
- The City will enter into a long-term occupancy agreement with the Hospital at market value rent. The City shall draft a separate occupancy agreement to be signed with the Hospital.
- The City shall ensure that its occupancy agreement contains a provision providing the CACC, Hospital representative and MOHLTC access at all times to the communications tower, back-up generator, and any other back-up power supplies.
- The City will provide all funding necessary for the construction of a 100-foot communications tower and installation of a back-up generator.
- Subject to MOHLTC approval and funding, SAH shall provide the City with additional funding required for a communications tower exceeding 100 feet in height, provided that the excess footage is required for ambulance communication services only.
- The City shall begin construction of the CACC portion of the new communications centre by March 31, 2007. The project completion date is scheduled for no later than November 30, 2007.
- The City will provide the Hospital with a detailed accounting of actual costs incurred to date, and projected costs for the project every three months until the project is completed. At the completion of the relocation, the City will provide the final actual costs to The Hospital.
- Notwithstanding the final actual costs submitted by the City to the Hospital, the maximum funding to be provided by the Hospital will not exceed \$1.225M.
- Any non-expended funds for the project provided by the Hospital to the City are subject to recovery by the Hospital.

**6(1)(a)**

This MOU shall come into force on the date on which the last of the Parties has executed it.

Signed for the Sault Area Hospital, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

---

Ron Gagnon, President & (Acting) CEO

---

Ken Wallenius, Board Chair

Signed for the Corporation of the City of Sault Ste. Marie, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

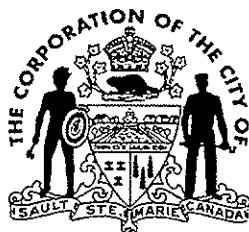
---

Authorized Signatory

---

Title

6C1)(a)



2007 01 29

RECEIVED  
JAN 22 2007  
CHIEF ADMINISTRATIVE OFFICER  
CITY OF SAULT STE. MARIE

## REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

### PLANNING DIVISION

**TO:**

Mayor John Rowswell  
and Members of City Council

**SUBJECT:**

Former MTO Property  
71 Old Garden River Road

At their December 11, 2006 meeting, City Council approved a resolution asking for reports from both City Planning and the Sault Ste. Marie Economic Development Corporation for their comments with regard to potential uses for this property; and a general call for ideas from private and public sector businesses. The Economic Development Corporation is holding a public open house to solicit potential interest in this property and will be reporting separately.

This report sets out a brief history of the property and provides comment on the planning issues associated with proposed redevelopment.

The original property was approximately 21 acres in size and used as the Ministry of Transportation's offices and service yard until 1997. Between 1997 and 2001, the Province attempted to sell property. The only significant proposal that staff is aware of was a suggestion by a local businessmen to construct a new building to replace the Memorial Gardens at this site. However, City Council decided that the new facility should be constructed downtown and this proposal was not pursued further.

In 2001, the City acquired this property with the intent to use the existing buildings as a replacement for Fireball No. 4 and to provide land for expansion of the rapidly growing call centre industry.

In the City's old Zoning By-law, the majority of the property was a "Named Use" which limited the permitted uses to the Ministry of Transportation operations and

essential services that are permitted in all zones such as a fire hall. The Northern Avenue frontage was zoned to permit apartment buildings of not more than three stories in height.

In 2001, the City rezoned the northerly 12 acres to permit information technology uses. As part of the consultation for this change, two public meetings were held with the neighbours at Sault College. Bruce Strapp attended on behalf of the EDC to discuss the proposed call centre and Chief McCoy attended on behalf of Fire Services to review the proposed reuse of the existing buildings. The neighbours were satisfied with the proposed uses and City Council approved the zoning change.

In 2003, 3.4 acres was sold to the Economic Development Corporation for development of the Sutherland building. Since that time the City and EDC have attempted to market the remainder of the property but without success.

In 2005 the City's new Zoning By-law came into effect and this entire property was zoned "M.1" (Light Industrial). A copy of the complete regulations is attached. Both Emergency Response Centres and information technology services are permitted in this zone. The intent of the zone is described in the by-law as follows:

"This zone accommodates low intensity Industrial uses. Effects such as noise, dust, odours, and vibrations should be minimal to non-existent. This zone shall include regulations meant to create a campus like atmosphere."

An Emergency Response Centre is generally considered to be a good neighbour and would be particularly well suited to this location from a neighbourhood perspective given the large size of the property. This area of the community has experienced significant growth in recent years. The new Sault Area Hospital is expected to open in 2009 approximately 1 mile north of the site. Planning staff is currently reviewing several new subdivisions that have been proposed in the northerly part of the City. Given that the City already owns the property and that the existing buildings can be reused, there is a significant economic benefit with this location. Certainly rapid response from our Fire and Emergency Medical Services is critical to the quality of life of our residents.

Staff has considered other potential uses for this property and would not recommend medium or heavy industrial given the abutting residential on two sides. Major commercial uses are not likely to redevelop this site given their high traffic generation and lack of direct access to Great Northern Road. The reuse of the property for residential purposes is a possibility, however the market for multiple family medium and high-density uses has been very limited during the past 20 years and better locations are available. The property would be suitable

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for institutional uses such as an expansion to Sault College, however more detailed comment on the suitability of the property for other uses is difficult without a specific proposal. Sault College has expressed interest in that portion of the property that has frontage on Northern Avenue.

This report is provided for the information of City Council.

**Planning Director's Recommendation** - That City Council accept this report as information.

DBM/pms



## 14 INDUSTRIAL ZONES

### 14.1 LIGHT INDUSTRIAL ZONE (M1)

#### Introduction

This zone accommodates low intensity industrial uses. Effects such as noise, dust, odors, and vibrations should be minimal to non-existent. This zone shall include regulations meant to create a campus like atmosphere.

#### 14.1.1 PERMITTED USES

- Accessory uses
  - Accessory use storage trailers
  - Accessory use wind power turbines
  - Broadcasting
  - Caretakers dwelling unit
  - Computer, precision, and electronic products manufacture and repair
  - Contractors yards
  - Delivery and courier services
  - Dry cleaning and laundry plants
  - Emergency response centres
  - Industrial plazas
  - Information and technology services
  - Manufacture of food and beverages
  - Motion picture and sound recording studios
  - Personal Storage
  - Printing and related support activities
  - Professional scientific and technical services
  - Publishing industries
  - Rental and leasing services
  - Similar uses
  - Warehousing, Wholesaling and Distribution Centres - with no outdoor storage
- Exclusion:** Reload centres for logs and pulpwood



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#### 14.1.2 LIGHT INDUSTRIAL ZONE (M1) BUILDING REGULATIONS

*All Minimums Unless Otherwise Noted*

	Metres
Frontage	30m
Front yard	15m
Interior side yard Abutting a residential zone	4m on one side, 8m on the other side 8m
Rear yard	8m
Exterior side yard	15m
Maximum building height	15m
Landscaped open space	A minimum 75% of the required front and exterior side yards must be landscaped.

#### 14.1.3 ADDITIONAL LIGHT INDUSTRIAL ZONE (M1) REGULATIONS

##### 14.1.3.1 REGULATIONS FOR ACCESSORY USE WIND POWER TURBINES

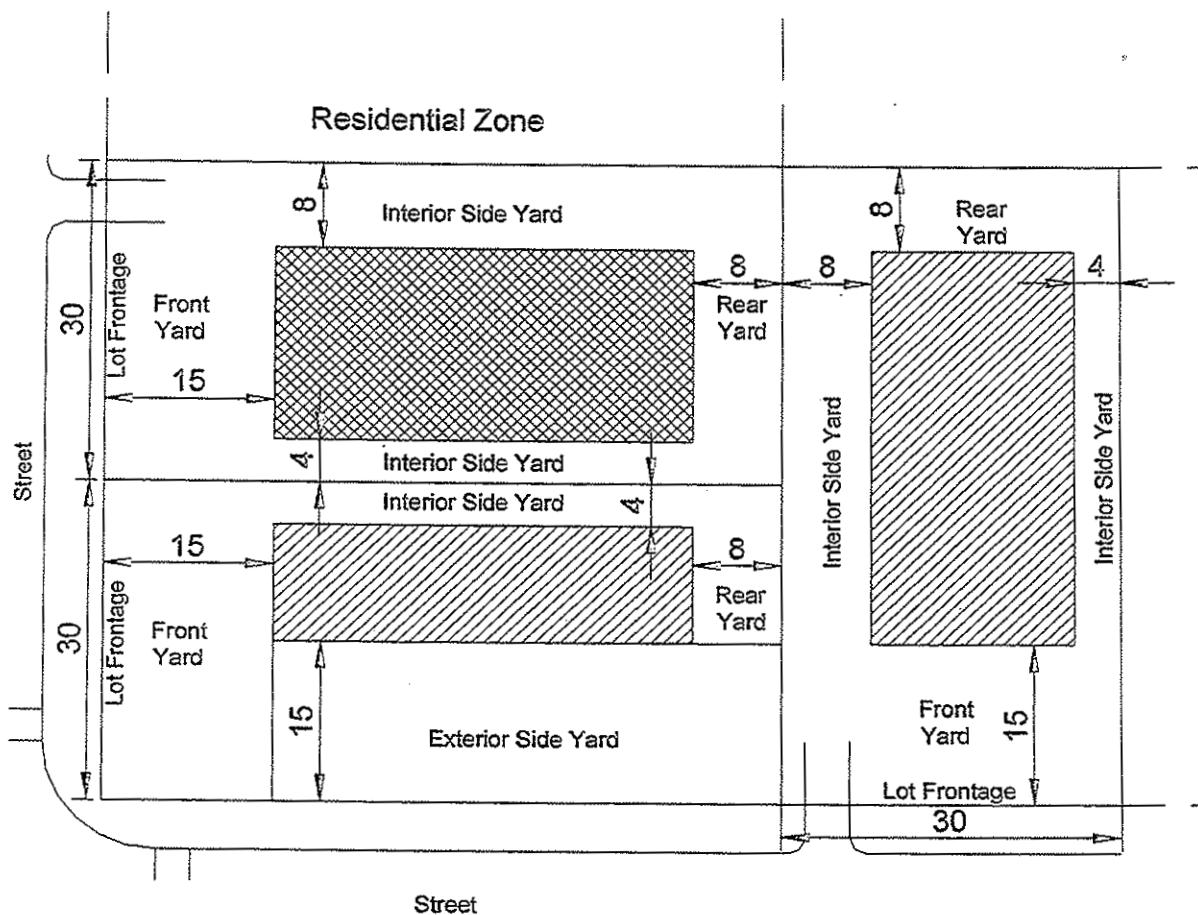
- A. Accessory use wind power turbines are only permitted in industrial and rural zones, and shall have a minimum setback from any lot line that is equal to it's height.
- B. A building permit will not be issued until building officials receive proof that all air safety regulations will be adhered to. Nav Canada and Transport Canada set out these regulations



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Table 27 : Light Industrial Zone (M1) Building Regulations

## Light Industrial Zone (M1) Building Regulations

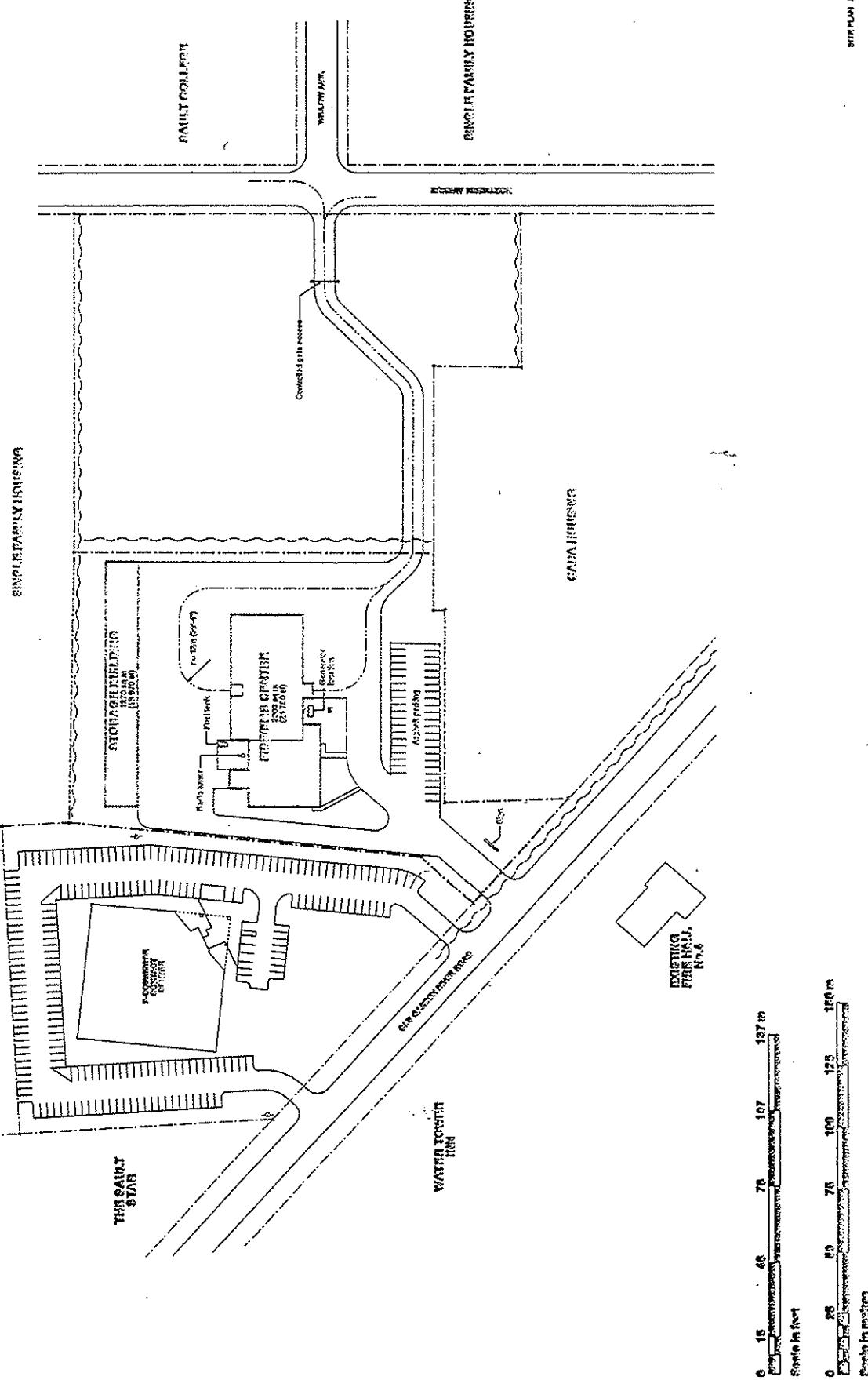


Typical Building Envelope

Typical Building Envelope Abutting Residential Zoned Land

NOTE: Illustration Only. All Dimensions are minimum unless otherwise indicated.  
All measurements in Metric Units.

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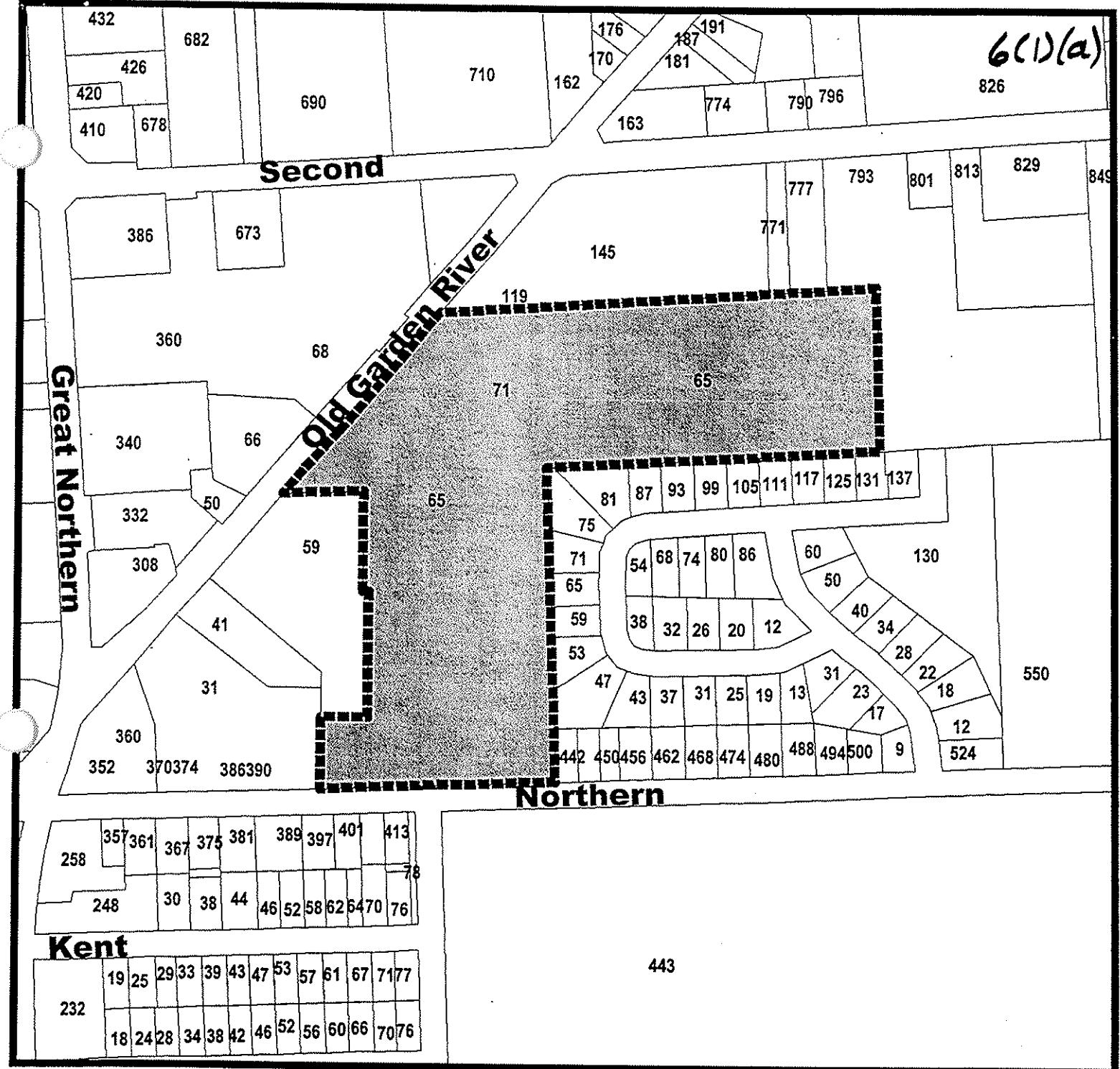


Project Name: Project Name  
Project Number: Project Number  
Project Manager: Project Manager  
Project Start Date: Project Start Date  
Project End Date: Project End Date  
Project Status: Project Status  
Project Type: Project Type  
Project Description: Project Description

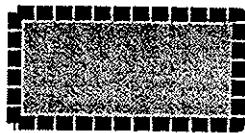
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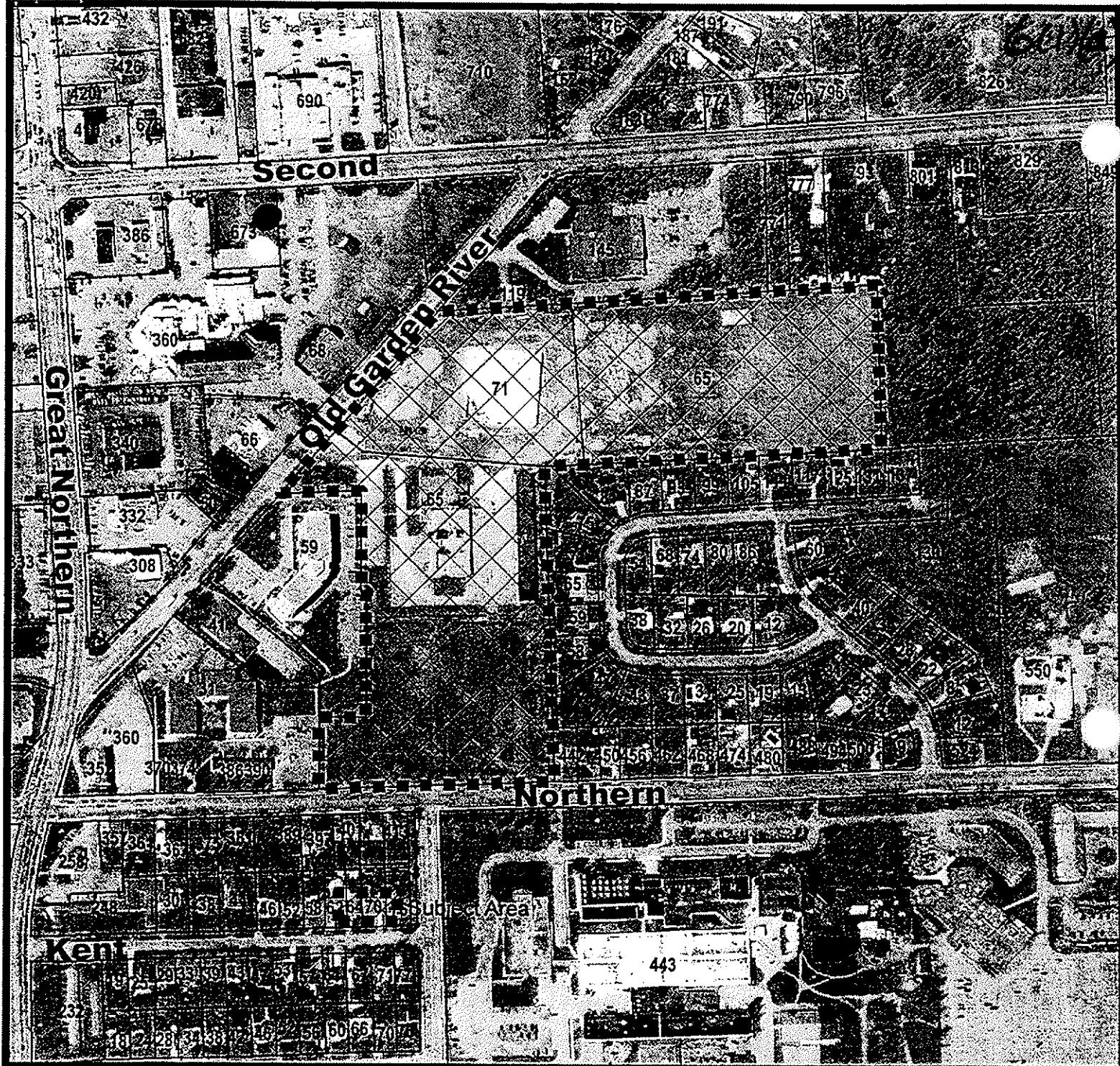


# FORMER MTO PROPERTY

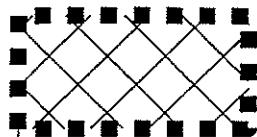


Subject Area

METRIC SCALE  
1 : 3500



# **FORMER MTO PROPERTY**



# Subject Area

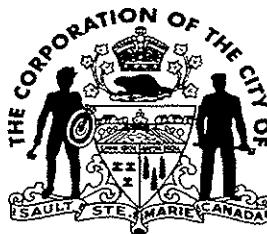
METRIC SCALE  
1 : 3500

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Fire Chief Lynn D. McCoy

Division Heads:

Paul Milosevich – Prevention  
Marcel Provenzano - Suppression  
David Stokes – EMS  
Jim St. Jules – Support Services



Emergency Direct "911"

Emergency Phone (705) 949-3333

Business Phone (705) 949-3335

Fire Prevention Phone (705) 949-3377

Emergency Medical Services (705) 949-3387

Fax Phone (705) 949-2341

**FIRE SERVICES**  
72 Tancred Street  
Sault Ste. Marie, Ontario  
P6A 2W1

2007 01 29

Mayor John Rowswell and  
Members of City Council

**Re: Development of the former MTO Site as an Emergency Response Centre**

At the regular meeting of December 11, 2006 Council deferred the Staff Reports and resolutions before them regarding the development of the former MTO site until:

- 1) "A visual inspection for all of the City council is arranged and undertaken to determine the suitability of the building for the proposed Emergency Response Centre usage.
- 2) A report from both the City Planning Department and the Sault Ste. Marie Economic Development Corporation in regards to:
  - a) What potential usages have been proposed in the past by the private and public sector entities for this property. Commenting on what was the potential economic/quality of life impact for the community of Sault Ste. Marie.
  - b) An Analysis of economic/quality of life usages for this property by a general call for ideas from private and public sector businesses"

I have resubmitted my report of December 11, 2006 for the information and consideration of Council and wish to address the first part of the above resolution. The second part of the resolution is answered and reports from the City's Planning Director and the President and CEO of the Economic Development Corporation, are provided under separate cover.

Following the Council meeting of December 11, 2006 in accordance with the direction of Council, Fire Services staff arranged tours of the former MTO facility. Twelve of the thirteen members of Council as well as representatives of both Union groups did attend at the MTO site and were given guided tours of the facility led by the City's Engineering/Architect Consultant retained to work on this project.

In addition to a visual inspection, both the Fire and Paramedic Unions were formally invited by the CAO to provide in writing any concerns they might have with respect to the project so that they might be addressed. Subject to satisfying these concerns, it was expected that they would then be able to indicate their support for the project (attachment 1). Mr. Fratesi's letter also confirmed the City's intent to keep the Unions involved with the project, as their input was seen to be important to its successful completion.

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Once those concerns were received (attachments 2 & 3), the Engineering/Architect Consultant and the Fire Chief prepared written responses (attachments 4 & 5). Mr. Fratesi forwarded copies of each of the Union's concerns and the responses to those concerns to each group. The only response received to date is from the Paramedic representative (attachment 6).

Since the last meeting of Council, Fire Services staff has also received letters of support from the City's Police Chief Robert Davies, Mr. Jeff Edwards, Program Manager with Emergency Management Ontario and from our Commissioner of Public works and Transportation Department, Mr. Patrick McAuley, P.Eng. (attachments 7, 8 & 9).

As I was finalizing this further report, I received an unexpected telephone call from Mr. Wayne Bennett, Office of the Fire Marshal Operations Manager, North East Region. He called to inform me he had been contacted by Mayor Rowsell regarding the MTO project and that he had provided the Mayor with information that could be used to assist communities when designing new fire stations. Mr. Bennett as a courtesy forwarded the same information to me. The information contained two documents (a Fire Station Design Checklist and a document designed to assist with Planning Fire Stations). During my discussion with Mr. Bennett, I informed him that our plan for the MTO site included not only accommodation for the replacement of one of our district fire stations but also a facility to house our EMS Operations, the City's EOC as well as a major maintenance repair centre for our Fire/EMS apparatus and equipment. I also informed him of the plans to lease space to house the CACC. Mr. Bennett had not been made aware of the additional plans for the site.

Mr. Bennett also indicated that he advised the Mayor of assistance that the OFM was able to offer regarding any reviews the City might wish to undertake with respect to its Fire Services. Mr. Bennett advised me if the City chose to undertake a review of its entire Fire Services Operations, the OFM would be able to assist but that it would take approximately one year to complete and that it would be based on the development of a Master Fire Plan for the Community. He also advised me the OFM would only be able to address any concerns about the MTO site from the perspective of fire operations and could not offer any advice with respect to the plans for EMS operations or the EOC. He did say the OFM would also be prepared to offer assistance regarding our design plans for the site.

While discussing the matter of a full review of our Fire Services operations Mr. Bennett did confirm that the Corporation of the City of Sault Ste. Marie and its Fire Services has already undergone a review process and the OFM has previously issued the City a Certificate of Compliance with the Public Education and Fire Prevention requirements of the Fire Protection and Prevention Act. As well, our response times in fire suppression and ambulance calls have never been a matter of concern. Working with the Fire Marshal's office on a Master Fire Plan for our community would be a good idea in that it would allow us to forecast and plan for equipment and manpower needs and address any fire-related risks which we may face in the future. There is a cost involved and a commitment is required from Council for follow through, should such an exercise be deemed necessary.

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I forwarded the documents provided by the OFM to our Engineering/Architect Consultant for his review and comments. I have attached (attachment 10) his reply for the information of Council and as his report indicates, the OFM documents will serve as a good resource for the working group as we develop the final design but it appears that the existing building and the proposed budget will meet the criteria.

As previously indicated, the reports addressing other matters in the deferral resolution appear elsewhere on the Agenda.

Recommendation:

This project has been a work in progress for several years. Much staff time has gone into developing this as a very viable project and money has been spent on outside expertise to provide Council with objective and thorough information. The location is ideally suited for the intended purpose of an Emergency Response Centre. The input of the stakeholders involved in this project and the expert advice provided from the Consultants hired clearly conclude that once the buildings and site are renovated for the use as a multi-purpose Emergency Response Centre, they will serve the City and its residents very well for many years. There is little doubt that this proposal will provide the residents of this City and our employees who will work out of the site with a first class facility at a significant savings to the taxpayers of Sault Ste. Marie.

I respectfully request that Council authorize staff to continue to retain Bruce Caughill, our Consulting Engineer/Architect to complete the design work necessary and immediately call for tenders for this project.

Respectfully submitted,

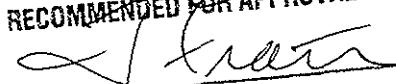


Lynn D. McCoy  
Fire Chief

LDM/dm

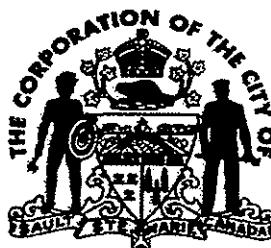
Attachments

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

Joseph M. Fratesi, B.A. LL.B.  
Chief Administrative Officer



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Sault Ste. Marie, Ontario  
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2006 12 19

Mr. Rob Greve  
President of SSMFFA  
Local 529  
72 Tancred St.  
P6A 2W1

And

Mr. Richard Bennett  
Unit Chair of CWA  
Local 1120  
72 Tancred St.  
P6A 2W1

Dear Rob and Richard,

I would like to thank both of you for attending with myself, the Chief, and the consulting engineer/architect at the MTO site. I was happy to hear that the tour was very helpful to you in understanding the project which we are proposing to City Council.

As you know we are quite anxious to provide a new and modern facility for both our fire fighters as well as our paramedics to replace the existing No. 4 hall. As well we are hopeful that we will be able to conclude an agreement with the Ministry of Health for the relocation of the CACC into this facility along with a new Emergency Response Centre for all of our local services. We also hope to provide enhanced vehicle maintenance for our own vehicles as well as possibly police vehicles.

As requested by both myself and Councilor Hayes at our meeting, I would very much appreciate receiving from you in writing any further concerns which you may have with respect to this project. We are aware of and agree with your concerns regarding proper exhausting of vehicle areas as well as the mould which was found in parts of this building. These in fact will be dealt with as part of the renovations. It is our intent to keep you involved with the project as we progress as your input and the input of your members is important to its successful completion.

I would very much appreciate receiving in writing a list of any other matters which you would like addressed. I am hopeful that on behalf of your members you will be able to indicate your support for the project. Given that we wish to bring this matter back to City Council by the middle of January, it would be appreciated if we could hear from you by the 10<sup>th</sup> of January.

Again, thanks for attending on the tour of the facility.

Yours Truly,

Joe Fratesi



THE SAULT STE. MARIE  
PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
Local 529

Attachment 2 Pg 1-2

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Affiliated with the Ontario Professional Fire Fighters Association

*Affiliated with the International Association of Fire Fighters, Ontario Federation of Labour and Canadian Labour Congress*

Mr. J. Fratesi, CAO  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5X6

January 10, 2007

**Re: Former MTO Building – Old Garden River Road**

Dear Mr. Fratesi,

Thank you for the opportunity to tour the former MTO building and allowing us input not only with the planning but highlighting concerns from our members in the Fire Service. The site plans of the former MTO have been posted for the past few weeks at all the halls and I have requested our members to submit any questions, concerns and recommendations concerning the future #4 Hall. I have been overwhelmed with the interest our members have expressed on this site and the quality of input on this issue. Our members have submitted literally pages of recommendations, some even complete with revised digital floor plans etc. Most of these recommendations, however, seem to be contingent upon several questions that need to be addressed before a letter outlining our concerns can be submitted.

We therefore respectfully request these questions be formally addressed to allow our members a chance to review them prior to submitting any concerns. Our questions include the following:

1. This location was used by the MTO for heavy equipment – has there been an environmental review done on this location? Was there any underground storage at this location?
2. What type of mold is in the building – will there be a period of time that this will be monitored and if so by whom? What are the potential affects of this mold on our members?
3. Will there be a hydrant installed in the stalls to fill the trucks with water? Will there be drains installed in the truck area?
4. The air intake duct work is over 50 years old – will this be replaced?
5. Will the asbestos tile be completely removed?
6. How will the underground extraction unit be removed or sealed?
7. Will the facility be wheelchair accessible?
8. Will there be dedicated phone lines for Fire/EMS?
9. What facilities will the CACC be accessing in the “yellow” portion of the building i.e. washrooms, kitchen area, common area, locker rooms etc? Will everyone have key code access – will the key code be the same as the other halls? How many CACC employees will be utilizing these facilities? How many EMS will be at this facility at any given time?
10. Where will the bicycle path be – how will they get through the gated entrance? How will this gate operate in the winter?

11. The platoon chiefs were turffed out of their office at the main hall despite strenuous opposition to facilitate the work group leader; we now see the work group leader at #4 Hall – where will this position operate out of and where will the platoon chief work from?
12. There are no public washrooms in this facility. Will the public (tours etc.) be required to use the washrooms in the locker rooms?
13. It has been found that block walls retain the exhaust from diesel fumes – will the block walls be sealed?
14. We will be adding almost 6,000 sq. ft. of maintenance space to the fire service – our mechanic cannot keep up right now - will there be additional support service personnel hired to utilize all this additional area?
15. We are going from 5,780 sq. ft. to 25,230 sq. ft. – who will be responsible for the maintenance and cleaning of this facility inside and who will be responsible for the upkeep of the grounds.
16. There doesn't appear to be storm drainage – will there be storm drainage installed to facilitate training at this new facility?

Although this initiative has been evolving for almost four years, these past few weeks have been the first opportunity the Association has been afforded any input. We realize you were hoping to have a report supporting this initiative and/or outlining our concerns ASAP, but our members are requesting answers to these questions prior to formalizing any concerns and/or support for this initiative. Thank you for your patience and understanding on this issue and we look forward to hearing from you shortly.

Sincerely,



Rob Greve, President Local 529  
Sault Ste. Marie Professional Fire Fighters Association  
705 945-6193  
[rpgreve@sympatico.ca](mailto:rpgreve@sympatico.ca)

c.c.     Mayor and Council  
          Fire Chief L. McCoy

January 12, 2007



CANADA

LOCAL M 1120

Joe Fratesi  
Chief Administrative Officer  
City of Sault Ste. Marie

The Paramedics before giving or denying their support for this project have voiced several concerns, that we would like answered. As this is a very important and enormous proposal we have concerns that we must have addressed. This proposed facility would be one that our entire staff will be working in and possibly retiring out of. So it is of great concern that this or any project that effects the Paramedics be done correctly and with us in mind. I do thank you this opportunity to bring our questions forward, and I hope you will give us a speedy response so we can give you an informed answer as to our support.

- 1) Kitchen / Living / Dining Area's are far too small. There is no sizeable difference from the current 4 Hall, which houses less staff than the proposed new 4 Hall and is already undersized for the staff levels that occupy it today.
- 2) The proposed dorm should be closer to the apparatus floor for quicker response times.
- 3) The proposed offices for the Work Group Leader, Captain and Manager of Quality Assurance should be at the front of the building, and the Dorm would be better placed back where their offices are now situated.
- 4) Living area / lounge should not be the first thing that the public entering the building should see. The offices of the Senior Officers should be.
- 5) CACC – we have been told a different story than the IAFF about what is the shared area in this building. We were told NO interaction, and NO shared facilities. The IAFF were told shared washroom / change rooms. What is the truth about the tenant to this proposed site? We were told that they would have a separate entrance and the only shared spot would be the ‘command / training room’.
- 6) Where do you have a public washroom planned for the non-employee's who are in the building? Having non-staff in our locker rooms is a concern.
- 7) Is this building going to meet full accessibility standards for wheelchair bound, or otherwise limited mobility employee's or public visitors?
- 8) Washrooms for staff, not enough toilets for the larger amount of staff that will be using this facility.
- 9) Kitchen – what stove type / fridge type are you planning on supplying for us to use. At current staffing levels at any base that is shared (paramedics / fire), there is not enough equipment for staff to use. It is very rare that Paramedics get to take

- a full lunch, and it isn't fair to have us wait for one of the four burners or oven behind a firefighter. The proposed kitchen is far too small.
- 10) Furniture – are we getting upgrading from the current ones in use, or are we going to be using the current furniture? As staffing levels will be increased at this proposed site, the number of chairs and other furniture will have to be increased.
  - 11) What is the current age of this building? What is the age of this building compared to the last fire hall that was demolished on the corner of Bruce St and Wellington St E. What is the age compared to other City owned buildings still in use?
  - 12) How old is the roof on this building? When will this current roof need to be replaced? As the roof leaking lead to the mold issue that is a concern to staff.
  - 13) Will the boiler system be replaced? The current ducting system was told to us that it will be replaced, and to the IAFF that it will only be cleaned. Please clarify which is true.
  - 14) As taxpayers, what is the cost of heating this non-insulated building versus cost of heating us in a brand new state of the art facility?
  - 15) The location of this facility is NOT an upgrade from the current 4 hall. As Emergency Vehicles, putting us out on Northern Ave will only cause congestion and accidents as that corner of Great Northern Rd and Northern Ave is horrible to begin with. With the other major intersection being Second Line East and Great Northern Road, being part of the Truck Route bypass and the Trans Canada Highway. This intersection is far too congested at the best of times and having Emergency Vehicles responding through it will only end up in accidents or delays in response. What have you done to study these routes or alternatives?
  - 16) The bike path access that was talked about during the tour is not appropriate for an Emergency Service Station. This station will be gated, and is not a recreational property. Accidents are bound to happen when an Emergency Vehicle is responding from our site, we shouldn't have to worry about pedestrians or bicycle's blocking our way. What is the reasoning behind the proposal to allow the public to use this as a thoroughfare?
  - 17) Diesel Extractor – although it was told to us that one will be installed at this new facility. Should it not be installed at all current Halls as well? If the Health and Safety of the Employees will be addressed at the new facility, why isn't it being done today at the current halls in use? Will the extractor remove ALL hazards of exhaust from the facility? Are the barriers in place today safely protect the Paramedics from Diesel Fumes, or will that be something that will be done during the reconstruction of this site?
  - 18) Could the current facility and property being used as 4 Hall not be renovated to properly house EMS / Fire needs? Or is the MTO proposal only contingent on bringing in CACC?
  - 19) Mold history in that building has been a long-standing problem. What has been done to correct this today, and for the future? Has the mold type been identified?
  - 20) Environmental Assessment – has that been done on the building? Air quality, asbestos, diesel fumes, whatever might have housed or worked on in this building. What about a ground environmental assessment, since the MTO did have fuel pumps and they did do mechanical work and repairs there, has the ground been

tested for contaminants? Have the old fuel tanks been removed? The former MTO had an onsite paint shop, was lead based paint used? Has that been properly cleaned?

- 21) The current floor plans do not allow enough space for the Paramedics to debrief / de-stress or simply go read a book in quiet. The space allotted only has us between calls in the lounge, where the TV is always on. The Paramedics are required to do countless hours of self-study to keep our certifications up. The proposed training room, will not always be available to us do to it being a shared facility with Fire and CACC.
- 22) Why is the maintenance parts storage area larger than the entire crew living space? If this proposal goes through, what are the plans for the current maintenance bay, and the second entire bay that will be gained once the aerial and the removal of the ambulances at 1 Hall? During my tour, it was explained that the maintenance of the existing fleet would move up to this new site. Also that the maintenance of the Ambulance Fleet would also be done there. The IAFF was told of plans to make that site more of a regional repair centre of Emergency Vehicles not owned by the City. Is that true?
- 23) Why is it that when asked if automatic door openers will be installed on the proposed sites garage doors, I was told that only the active duty crew doors will have openers. Therefore on the other doors, the current chain fall system will be used? No other base currently in use has the manual chain fall system used day in day out 100% of the time. If you continue to insist that not all doors will be automatic, the response times will be prolonged and thus the public will suffer, let alone increase the potential for employee injury.
- 24) There are no floor drains in the current garages. As we wash down the bays as part of our daily janitorial duties. I saw no water hook ups during my tour, are they present, if not where will they be placed?
- 25) What area has been designated for EMS to decontaminate our Biologically Contaminated Equipment?
- 26) What will be the total staffing numbers for this site? Paramedics were told 2 Paramedic crews and 4 Pump crew. While the IAFF were told 1 Paramedic crew, 4 Pump and the Rescue Truck. What about counting in the 1 mechanic and the 2<sup>nd</sup> mechanic you wish to have working out of this new site? What about the aerial driver?
- 27) Heating and cooling of this site, will the problems encountered on a daily basis at the current 1 Hall be fixed? As of January 10<sup>th</sup> 's night shift, the training room is 55 F and the dorm is 64 F while the hallways are a different temperature. The controls are locked and are set to a supposed 72 F. Will the boilers be shut down during the weekends so hot water will not be available in the kitchen like 1 Hall?
- 28) Will adequate phones and pagers be placed in such a large facility? Currently there are dead zones at 4 Hall where pagers cannot be heard ie. washrooms.
- 29) With the enlarged proposed base and grounds who will be expected to do the daily indoor and outdoor chores i.e. grass cutting, snow removal and other tasks passed on from Management, as this new base is considerably larger than any base we currently have.

- 30) Will the new base have computers with Internet access for staff to get bulletins or do online training? The current bases do not have Internet access for education.
- 31) What other sites have been proposed other than the MTO for a possible 4 Hall?  
Why were they rejected over this site?
- 32) This Proposed site has been in the works for over 4 years. Why is it just now that the Paramedics are being consulted or asked for their input and their support for this project. The Paramedics feel that even if we were to sit down on a committee at this point to help shape this project that our input would be muted and our suggestions would be discounted or ignored outright.
- 33) What types of pipes are currently being used for fresh water supply? If they are steel galvanized, are they going to be replaced? Will the water system be brought up to code?
- 34) Is the current electrical system up to code?
- 35) If CACC and the MOH pull its support from this project, will the City still push forward with it?
- 36) We were told that the property would not be fully gated for security, what are your plans for security of the base, equipment and the employees.
- 37) What kind of lighting will this site have outdoors? How well will the entire property be lit?
- 38) Exercise Room – are we going to be getting an upgrade in workout equipment? The Police Services have an onsite state of the art workout facility at their base. Will we be getting the same type of facility or equipment? Since the City of SSM does not supplement Gym memberships, will they supply the other 2 groups of Emergency Services with the same opportunities as the Police?
- 39) What is the total cost of renovations, repairing and all environmental cleanup of this current proposal? How does this compare to a brand new facility, which is just a new EMS / Fire Station, separate of any CACC or mechanical repair shop?
- 40) If this proposal were to be accepted, would we be working out of that site before it is 100% completed? Or would that be hurried with the pending sale of the current 4 Hall property?

The Paramedics are unanimous in their wishes not to work in a piecemeal facility. We hope that the successful proposal will be something we could all be proud of for several decades to come, not something that will just make do in the interim. The Paramedics support change in our current situation, being accommodated in a facility that wasn't supposed to be more than a temporary situation. Temporary started five years ago. The Paramedics will not rush into a decision or situation without being well informed. That is part of our everyday job. We will not do that when we are presented with plans for a potential base. We will await your response with your solutions to the issues we have brought forward.

Richard Bennett  
CAW 1120  
Paramedic Unit Chair

**Lynn McCoy**

**From:** Bianca Berlingieri  
**Sent:** January 12, 2007 3:47 PM  
**To:** 'rpgreve@sympatico.ca'; 'divemedic@shaw.ca'  
**Cc:** City Councilors; Lynn McCoy  
**Subject:** FW: Firefighters Association questions



Microsoft Word -  
02024 Report ...

Rob:

Further to your email to me this morning and my commitment to you to have all of your questions answered, I am pleased to provide you with a copy the responses which I have received both from Chief McCoy and Bruce Caughill (see attachment).

Please advise me whether or not you require any further information with respect to these matters. You will note that I have copied this to Richard Bennett, who represents our Paramedics. Richard sent to me a series of questions/comments/concerns late this afternoon. It is my intention to have the Chief and Mr. Caughill answer these as well early next week.

I trust that this what you required.

Yours truly,  
Joe Fratesi

-----Original Message-----

**From:** Lynn McCoy  
**Sent:** January 12, 2007 3:23 PM  
**To:** Bianca Berlingieri  
**Subject:** FW: Firefighters Association questions

Joe, attached is the response from our Engineering Consultant with respect to the questions from the Fire Association. Mr. Caughill responded to the questions regarding the buildings and property.

Following is my response to the balance of the Association's questions.

8. Will there be dedicated phone lines for Fire/EMS?  
As with all our Fire/EMS Stations this Facility will have dedicated systems to page/tone both Fire and EMS crews.

11. The Platoon Chiefs were turfed out of their office at the Main Hall despite strenuous opposition to facilitate the work Group leader; we now see the work group leader at #4 Hall -where will this position operate out of and where will the Platoon Chief work from? Our intentions are to have the Work Group Leader(EMS)assigned to the new Facility. The Platoon Chief will continue to be assigned at headquarters.

14. We will be adding almost 6,000 sq. Ft. of maintenance space to the fire service- our mechanic cannot keep up right now- will there be additional support service personnel hired to utilize all this additional area?

Once we have the appropriate work space this facility provides, we will be seeking the approval of Council to hire an additional mechanic in our Support Services Division and that we assume the responsibility for the repair and maintenance of the Ambulance Fleet.

15. We are going from 5,780sq ft to 25,230 sq. ft. -who will be responsible for the maintenance and cleaning of this facility inside and who will be responsible for the upkeep of the grounds?

Fire Services personnel have traditionally maintained their assigned Fire Stations including the grounds. Since the integration of Fire and EMS several years ago both Fire and EMS personnel are responsible as part of their regular duties to maintain their

assigned Stations including the grounds. The City's PWT Department are responsible for snow clearing at all our Stations and that will continue.

6(1)(a)

I trust this information is satisfactory.

Lynn McCoy  
Fire Chief

-----Original Message-----

From: Bruce Caughill [mailto:[mbcaughill@shaw.ca](mailto:mbcaughill@shaw.ca)]  
Sent: January 12, 2007 12:38 PM  
To: Lynn McCoy  
Subject: Firefighters Association questions

M. Bruce Caughill P.Eng., OAA  
CaughillConsulting  
engineer and architect  
536 4th Line E • Sault Ste. Marie ON • P6A 5K8 • 705-949-1728

**6(1)(a)**

**Caughill Consulting**  
engineer & architect

Friday, January 12, 2007

**City of Sault Ste. Marie – Fire Services**

**Attention: Chief Lynn McCoy**

**Reference**

*File No.:* 02024

*File Name:* Fire/EMS – Old Garden River Road

*Enclosures:*

*Copies to:*

**Re: questions posed by the Sault Ste. Marie Professional Fire Fighters Association**

I will address the items pertaining to building design. The numbers correspond to the numbers in Mr. Greve's letter.

**1. Environmental Assessment.**

The property was the subject of an environmental assessment – Phase 1, 2 and 3 – by Kresin Engineering in 1997. An Update Report, conducted as a Phase 1 review under the Environmental assessment Act was done by TSH Engineers in August 2001 for Ontario Realty Corporation prior to the sale to the City of Sault Ste. Marie.

I have reviewed the two reports. The second report confirms that all items in the original report have been addressed to meet ESA standards, with the exception of the removal of the hydraulic cylinder hoists in the maintenance bay and washing of the walls in the old battery storage room.

The hoists are being removed as part of the renovation process and the battery storage room is being demolished.

There was an underground storage tank. It was removed under the ESA criteria.

The report is available for review at our office.

**2. Mould**

The mould was investigated and reported by MR Wright Consulting Engineers in December 2003. Conditions that lead to the mold growth – moisture from three roof leaks - were corrected in 2003. Visual mold, which precipitated the 2003 study, can still be seen but there has been no apparent change to the quantity since December 2003.

MRW collected samples surface (bulk) and air samples with the following being present:

Bulk samples: Cladosporium, Alternaria, Ulocladium, Acremonium and Aspergillus.

Air samples: Aspergillus/Penicillium, Cladosporium and Ganoderma (one sample).

The report is available for review.

Existing mould will be removed as part of the renovation process. Sampling to confirm the removal is complete will be required.

**3. Water Supply and Drainage**

**Caughill Consulting**  
536C Fourth Line E • Sault Ste. Marie • ON • P6A 5K8  
p: 705-949-1728•f: 705-949-1906•bc.caughill.ccs@shaw.ca  
engineer & architect

Water re-fill hydrants will be supplied. The existing floor drain system covers all bays and will be re-used.

4. Make-up Air Ductwork (air intake)

Ductwork will be new.

5. Asbestos floor tile will be completely removed.

6. Existing underground piping for exhaust collection.

We plan to use the normal procedure of removing the surface hardware and sealing the piping with concrete.

7. Accessibility

The facility will be wheel chair accessible.

9. CACC

The design has the following provisions for the CACC and Fire/EMS facilities:

Shared: main washroom and lockers

Individual: kitchen, common area, secure access (key code or similar). CACC plan to have a single unisex washroom within their space, adjacent to the communication room.

CACC identified an on-site staff of 8 -12. The communication pods have a total 8 seats (typically not all used) plus technical, administrative and supervisory staff.

10. Bicycle path and gated entrance

These features have not yet been designed. We have agreed to incorporate a safe bicycle path into the private (City owned) road allowance between Northern Avenue and Old Garden River Road.

It is my understanding that the gate at Northern Ave. will be similar to the gate currently used by Public Works accessing the Sackville site.

12. Public Washrooms

This is a good point. This issue had not been raised in design discussions to date but it should be considered. A single uni-sex public washroom could be easily included in the core area where most of the plumbing is concentrated.

13. Block Walls

The existing building will be power washed and all walls sealed and painted.

16. Storm Drainage

The roof has an internal drainage system that discharges below grade into existing ditching and eventually into the storm system on Northern Avenue. All ground surfaces outside the building drain directly to the ditching.

I hope these answers sufficiently answer the questions raised by Mr. Greve. It is my understanding that once this project moves to the design phase, we will receive input from all interested parties.

M. Bruce Caughill, P.Eng., OAA  
Consulting Engineer and Architect

**Lynn McCoy**

**From:** Bianca Berlingieri  
**Sent:** January 19, 2007 11:07 AM  
**To:** 'divemedic@shaw.ca'; Rob Greve (rpgreve@sympatico.ca)  
**Cc:** City Councilors; Lynn McCoy; Bruce Caughill (mbcaughill@shaw.ca);  
**Subject:** 'local1120pres@shaw.ca'; Adele Nanne  
 Paramedic Response to MTO Site - Jan. 18, 2007



Microsoft Word -  
 02024 Paramed...

Richard and Rob:

I am pleased to forward to you the responses of both our consulting engineer/architect, Bruce Caughill and Fire Chief Lynn McCoy in answer to the letter which you, Richard sent to me on January 12, 2007. There were 40 issues raised by you and each of these has been answered.

Much time and effort has gone in to addressing these concerns as well as the concerns which had earlier been sent to me by you, Rob. I want to again assure both of you that we are attempting to provide a facility of which all of us can be proud and where our employees enjoy working.

I also want to reiterate my commitment to you and your members that we will work with you as the project progresses on any issues which may arise during the construction. Chief McCoy is convinced that this is the best location for our new facility (in his opinion "dead on the bull's eye"). Our reports show that this project can provide this first class facility at substantial savings to our taxpayers. We no doubt are in the process of producing a model of consolidated emergency response services which will be looked at by others around the province. The fact that we have an opportunity to include the CACC with a contribution of well over a million dollars from the Ministry of Health and a lease arrangement which will provide ongoing revenue for the City, all make this project that much more attractive.

I would hope that on the basis of the answers that you have both now been provided and my commitment to include you in the process which will follow, that you will now be in a position to provide your written support for this project. I would appreciate receiving such written support by you no later than Wed. Jan. 24th so that it can appear as part of the agenda package for the Jan. 29th Council meeting, at which time this matter will be again presented to Council.

I would also hope that we all see this as an opportunity to work together and deal with some real problems that we now have in our existing work environments in such a way that not only are the taxpayers well served, but also the employees of the Corporation.

Yours truly,  
 Joe Fratesi

-----Original Message-----

From: Lynn McCoy  
 Sent: January 19, 2007 9:17 AM  
 To: Bianca Berlingieri  
 Subject: FW: Rev. Paramedic Response Jan 18

Joe, attached is the response from our Engineering Consultant with respect to the questions posed by the Paramedic Union.  
 Mr. Caughill responded to the questions regarding the buildings and property.

Following is my response to the balance of their questions.

5. The CACC will be a tenant in the building. The CACC will have a separate entrance to their Facility. CACC employees will share the washroom and locker areas with the employees of Fire Services. The EOC area will also be a shared area for meetings and training

purposes.

9 & 10. As noted in section "A" of the Consultant's response this is not the final design. Issues with respect to layout, room sizes appliances , furniture etc can and will be addressed during the final design process. As noted in Mr.Fratesi's letter dated December 19/06 to the Fire and EMS Union Reps it is our intent to keep both Unions involved with the project as we progress as their input is important to a successful completion of this project.

15. The issue of deployment from this location has been considered from the on-set of the project. There will be a controlled access road heading south aligned with Willow Ave. that will provide for a safe and timely response for both Fire and EMS crews and the public. This will be far superior to the situation that exists when responding from the current #4 Station. Further there will be access unto Old Garden River Road to facilitate north bound response. With respect to traffic congestion, this is a concern throughout the Community for our emergency responders requiring defensive driving techniques to be followed at all times for both the safety of themselves and the public.

16. The bike path and gated entrance features have not yet been designed. We have agreed to incorporate a safe bicycle path into the private (City owned )road allowance between Northern Ave. and Old garden River Road.

17. All our Stations do meet the section 21 advisory committee Provincial guidelines note 3 with respect to diesel emissions. Currently Stations 2 & 3 have mechanical exhaust fans with CO detectors to exchange the air. There are also standing directives in place for all Stations to deal with diesel exhaust emissions and these directives have been addressed through our JHSC. We have committed to installing a direct capture exhaust system during the renovation project to replace #4 Station. As per the OHSA section 21 guidance notes and recommendations direct Capture systems will be considered in the future for our other existing Stations subject to budget approval.

18. The current #4 Fire Station could not be renovated to properly accommodate Fire Services operations.

Replacement of the current #4 Station is needed and is not contingent any arrangements to accommodate the CACC.

22. Once we have the appropriate work space this facility provides, we will be seeking the approval of Council to hire an additional mechanic in our Support Services Division and assume the responsibility for the repair and maintenance of the Ambulance Fleet. We will also explore other opportunities that may exist to generate revenue from the maintenance and repair of allied agencies' apparatus and equipment. Any space at the existing Stations that becomes available once the maintenance is centralized at the new Facility will provide us with more operational deployment flexibility.

23. Automatic Door openers will be installed on all bays designated and used by emergency response apparatus (Fire and EMS). Therefore this is not an issue affecting response time.

25. No area has been designated exclusively for decontamination of biologically contaminated equipment.

26. The only Staffing deployment changes currently anticipated when the new Facility is commissioned will be the movement of one EMS crew from #1 Station to the new Facility. However, in the future there may be changes in our overall deployment strategies for both Fire and EMS apparatus and staff. As noted earlier we will be seeking Council approval to hire an additional mechanic and that has been contemplated in our overall staffing plans for the Facility. Whether relocating to a renovated Facility or moving into a new facility the same considerations would apply.

27. As you are aware any concerns with respect to any of our Stations including the new facility once in operation should be addressed through the Department's longstanding internal reporting directives.

28. As with all our Fire/EMS Stations this facility will have dedicated systems to page/tone both Fire and EMS crews.

29. Fire Services personnel have traditionally maintained their assigned Fire Stations including the grounds. Since the integration of Fire and EMS several years ago both Fire

**6(1)(a)**

and EMS personnel are responsible as part of their regular duties to maintain their assigned Stations including the grounds. The City's PWT Department are responsible for snow clearing at all our Stations and that will continue.

30. All the necessary training resources currently available at the existing Stations will be provided at the new facility.

31. At the suggestion of the Mayor the appropriate City staff looked at the former City Facility (Nick Trbovich Center) on Second line but it was determined to be unsuitable for the intended purposes of a Major Fire/EMS Facility.

32. As noted earlier the drawings being referenced are sketch plans and the next phase will now involve addressing concerns presented by the various stakeholders. The input of both employee Unions is important to the success of this project.

35. Staff have identified the need to replace # 4 Fire Station and establish appropriate facilities for both our EMS and Support Services Divisions. Other City Departments are counting on this project to benefit their respective areas and the City is does need to establish a proper EOC. I cannot speak of City Council but one would have to anticipate if the MOHLTC were to withdraw their commitment to their portion of this project it could very well set back the City's plans for this project for the foreseeable future.

36. None of our existing Stations are gated. All our Stations have coded security locks at all entrance ways.

38. There is space allocated for an Exercise area. While the City encourages employee fitness and permits employees to exercise while on-duty provided all their regular duties and training has been completed, the City is not responsible for supplying fitness equipment. Employees and/or their unions purchase/supply the fitness equipment they use in the Stations.

39. The estimated cost for renovating the Facility to accommodate the Fire/EMS operations is \$2.3 million.

In order to make a fair comparison of new vs. renovated the City's Engineering consultant added \$0.75 million for system replacements (new roof etc.) for a total; of \$3.05 million A new Site identical to what we will have when this Site is renovated is estimated to cost \$4.86 million.

This amounts to a direct savings of \$1.81 million.

When you then add in the other value added considerations such as the lease space (\$0.37 million), controlled access to the intersection (\$0.11 million) and value of the adjacent storage building (\$1.34 million) totalling \$1.82 million then the total estimated savings amount to \$3.63 million.

40. The building must be complete and meet an Occupancy Inspection under the Ontario Building Code before it is put into service (occupied).

I trust this information is satisfactory.

Lynn McCoy  
Fire Chief

-----Original Message-----

From: Bruce Caughill [mailto:[mbcaughill@shaw.ca](mailto:mbcaughill@shaw.ca)]  
Sent: January 18, 2007 8:04 AM  
To: Lynn McCoy  
Subject: Rev. Paramedic Response Jan 18

Thursday, January 18, 2007

**City of Sault Ste. Marie – Fire Services**

**Attention: Chief Lynn McCoy**

**Reference**

File No.: 02024

File Name: Fire/EMS – Old Garden River Road

Enclosures :

Copies to :

Re: questions posed by Paramedics

I will address the items pertaining to building design in Mr. Bennett's letter.

**A. Room sizes and general arrangement**

I think all parties should understand that the drawings that are being referenced are sketch plans. This is not the final design. Concerns regarding room size and layout can and will be addressed during the final design process.

In the sketch plan the dorm was located where we thought the quietest corner would be – and within reasonable travel distance to response vehicles. We compared the travel distance from the dorm at #1 Station to the proposed location here, and they are pretty close to the same - #1 is a few metres less to the first bays. The alternate location proposed for #4, is 14 metres (steps) closer to the response bays.

The design of this Station is to have controlled public access – the public can not walk in. Anyone visiting will be met at the door and escorted or accompanied to wherever they have to go.

A uni-sex public washroom was also suggested by the fire-fighters and was acknowledged as a good suggestion for the final design. We will be reviewing the washroom fixture counts etc. once we have the CACC information. The male plumbing fixture (and locker) count on the drawings now is the same as #1 Station – plus there is a separate female washroom/locker room which #1 does not have.

The building will be barrier-free accessible – staff and public.

**B. Building Age**

The building was built in 1961. We were part of the review of the new vs. re-se of the old #1 Hall in 1979-80. The issues then were less to do with age and more to do than with the size of the building and the orientation of the doors to Wellington Street.

The roofing was replaced in about 1990. This type of roof typically has a serviceable life of 20-25 years. The leaks in 2003 were related to the heat having been off for a short time resulting in frozen pipes and roof drains. These were corrected. We are not aware of any roof leaks since.

The roof of the building is insulated to current standards. The walls will be upgraded to current standards.

**C. Mould**

The mould was investigated and reported by MR Wright Consulting Engineers in December 2003. Conditions that lead to the mold growth – moisture from three roof leaks - were corrected in 2003. Visual mold, which precipitated the 2003 study, can still be seen but there has been no apparent change to the quantity since December 2003.

MRW collected samples surface (bulk) and air samples with the following being present:

Bulk samples: Cladosporium, Alternaria, Ulocladium, Acremonium and Aspergillus.

Air samples: Aspergillus/Penicillium, Cladosporium and Ganoderma (one sample).

The report is available for review.

Existing mould will be removed as part of the renovation process. Sampling to confirm the removal is complete will be required.

We have no evidence that there was mould existing prior to the 2003 outbreak. The Environmental Assessments done in 1997 and 2001 make no mention of mould.

**D. Heating and Ventilating**

While the design is not complete, we expect that some of the existing boilers will be re-used – they were new in about 1992. Others will be removed in favour of roof-top equipment. Following the tour where the question was asked about re-use of ductwork, I reviewed the issue with our Mechanical Consultant. The existing ductwork will be replaced as it will not match the new equipment and revised distribution.

The operating cost of HVAC in the renovated facility should compare favourably to the operating cost of HVAC in a new facility.

**E. Environmental Assessment.**

The property was the subject of an environmental assessment – Phase 1, 2 and 3 – by Kresin Engineering in 1997. An Update Report, conducted as a Phase 1 review under the Environmental assessment Act was done by TSH Engineers in August 2001 for Ontario Realty Corporation prior to the sale to the City of Sault Ste. Marie.

I have reviewed the two reports. The second report confirms that all items in the original report have been addressed to meet ESA standards, with the exception of the removal of the hydraulic cylinder hoists in the maintenance bay and washing of the walls in the old battery storage room.

The hoists are being removed as part of the renovation process and the battery storage room is being demolished.

There was an underground storage tank. It was removed under the ESA criteria.

The report is available for review at our office.

**F. Plumbing**

There will be no galvanized piping.

There are existing floor drains in the vehicle area.

**G. Electrical**

The building electrical service was changed in 2002. The internal electrical system was reviewed by ESA in 2002 and all deficiencies corrected. Renovations will replace a substantial portion of the internal systems including all lighting.

We are reviewing external lighting as part of the building design.

**H. Occupancy**

The building must be complete and meet an Occupancy Inspection under the Ontario Building Code before it is put into service (occupied).

I hope these answers sufficiently answer the building questions raised by Mr. Bennett.

It is my understanding that once this project is approved and moves to the design phase, we will receive input from all interested parties.

The following items are beyond the building design mandate we have, or are policy matters and therefore are not addressed in this memo:

5, 9, 10, 15, 16, 17, 18, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 35, 36, 38, 39, 40.

  
M. Bruce Caughill, P.Eng., OAA  
Consulting Engineer and Architect

6(1)(a)

**Lynn McCoy**

**From:** Richard Bennett [divemedic@shaw.ca]  
**Sent:** January 19, 2007 11:38 AM  
**To:** Bryan Hayes; David Celetti; Adele Nanne; Frank Fata; f.manzo@cityssm.on.ca; James Caicco; Lorena Tridico; Lou Turco; John Rowswell; Ozzie Grandinetti; Pat Mick; Steve Butland; Susan Myers; Terry Sheehan; j.fratesi (Internet)  
**Cc:** Lynn McCoy; tim thibault; Rob Greve  
**Subject:** MTO Site Proposal ...

Joe...

Thank you for responding to the Paramedic concerns about the MTO proposal. I understand you wish to have a response in writing back by Jan 24 2007. Unfortunately I am not able to meet that deadline, as I start holidays as of 1 am tonight and I will be leaving the Country until months end. I will be able to fully review the answers you have provided for me at that time and share your answers with my brothers and sisters. Then I will be able to give you an answer in regards to support on this project.

Thank you,

Richard Bennett  
Paramedic Unit Chair  
CAW 1120



# SAULT STE. MARIE POLICE SERVICE *6(1)(a)*

580 Second Line East  
Sault Ste. Marie, Ontario P6B 4K1

ROBERT D. DAVIES  
*Chief of Police*

BOB KATES  
*Deputy Chief of Police*

EMERGENCY DIAL: 9-1-1  
TELEPHONE: (705) 949-6300

EXECUTIVE FAX: (705) 949-3082  
OPERATIONS FAX: (705) 759-7820

December 21, 2006



Chief Lynn McCoy  
Sault Ste. Marie Fire Services  
72 Tancred Street  
Sault Ste. Marie ON P6A 2W1

Dear Chief McCoy:

**Re: MTO Facility**

Further to my letter dated November 26, 2000, please be advised of my continued support of the acquisition of the former MTO site as a new multi-purpose centre for many of our emergency service providers.

In addition to the required needs for Fire Services, the facility is ideally situated and suited for a secondary location to house our Police Service's emergency vehicles and training for our specialized tactical officers. The Police Service has been fortunate over the last few years to access five bays at the site for storage and training purposes. If it was not for this facility, our Service would have to build or lease appropriate space to accommodate our present needs.

The opportunity to locate the City's Emergency Operations Centre to the MTO site provides us with the potential to create a properly designed and functional centre to enhance our ability to manage community disasters. Our present facility at the Police Service's building was never intended to serve as an E.O.C. and is not properly designed as such. We now have the ability to be the model of the Province.

It appears that the Province is prepared to finance the move to have ambulance dispatch services provided at the MTO site. Again, this can only be a benefit not only financially but in our daily operations as well.

Overall, the property and location make this site the optimum and sensible choice for coordinating a variety of emergency service providers which can only enhance our service to the public.

Yours truly,

A handwritten signature in black ink, appearing to read "Bob Davies".

Robert D. Davies  
Chief of Police  
RDD:ah

**Ministry of Community Safety  
and Correctional Services**

Emergency Management Ontario  
77 Wellesley Street West  
Box 222  
Toronto ON M7A 1N3  
Telephone/Téléphone  
Facsimile/ Télécopieur  
E-mail

File Reference/Référence

Lynn McCoy, Fire Chief  
Fire Services  
72 Tancred St.  
Sault Ste. Marie ON  
P6A 2W1

January 2, 2007

Dear Chief McCoy:

Emergency Management Ontario (EMO) supports the development of a comprehensive emergency management program in all municipalities in Ontario. Having an Emergency Operations Centre (EOC) is one component of such a program.

The City of Sault Ste. Marie's decision to renovate the Ministry of Transportation building on Old Garden River Rd to a multi-use centre shared by Fire, Police and EMS dedicating part of the building as a training centre which can be used as an EOC is judicious and economical. This will help ensure an effective and efficient response to any large-scale emergency in Sault Ste. Marie and thereby ensure the health, welfare, and safety of all residents within the city.

It is important to understand that having an appropriate EOC is recognized as an international best practice in emergency management. The EOC is vital to the process of providing centralized control and coordination of the emergency response in complex or extended emergencies.

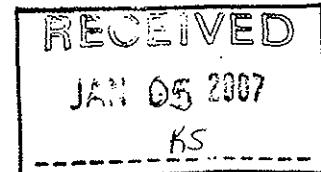
Often the EOC is an ill-conceived venue that is put together as an ad-hoc necessity during an emergency, which can exacerbate problems and jeopardize the safety of important decision makers and staff. Sault Ste. Marie has a great opportunity at this site to develop an EOC apposite for today's hazards and risks and tomorrow's complexities.

As you know the Emergency Management & Civil Protection Act and Regulation 380/04 discloses that every municipality in Ontario must have an EOC which is to be equipped with appropriate communication equipment.

Cont'd...

**Ministère de la Sécurité communautaire  
et des Services correctionnels**

Gestion des situations d'urgence Ontario  
77, rue Wellesley Ouest  
C.P. 222  
Toronto ON M7A 1N3  
(416) 314-3723  
(416) 314-3758  
[Information.EMO@Ontario.ca](mailto:Information.EMO@Ontario.ca)



6(1)(a)

2.

EMO is willing to provide any advice and assistance we can in the planning and development of your EOC. Should you seek any input from EMO on this project please contact me at the number listed below.

I look forward to working with you and the city on this comprehensive emergency management project.

Regards,



Jeff Edwards  
Program Manager, North & East  
Emergency Management Ontario  
705-356-5630

RECEIVED

DEC 19 2006

K.S.

Patrick M. McAuley, P. Eng.  
Commissioner



Public Works &  
Transportation Department

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2006 12 15

Fire Chief Lynn McCoy  
72 Tancred Street  
SAULT STE. MARIE, ON  
P6A 2W1

Dear Lynn:

**RE: MTO SITE – STORAGE ISSUES**

Further to your request this letter confirms that Public Works has been using a number of storage bays in the former M.T.O. garage on Old Garden River Road. We have considerable need for storage of off-season equipment (i.e. grass cutting equipment in the winter, snow removal equipment in the summer). We have had a deficit of storage at our Sackville Road site following the sale of the former Trbovich Building to the P.U.C. and thus have been using 3 bays of the M.T.O. site for the past 4 or 5 years.

Our Parking Division is also using a bay for parking meter repair and Parking Division storage. Space for this activity had been leased from the private sector prior to a bay becoming available to us in 2004.

The use of storage bays at the M.T.O. site has delayed the need to add additional storage bays to our garage on Sackville Road. A \$500,000 capital item for this is being carried in the 10 year P.W.T. capital forecast.

Yours truly,

A handwritten signature in black ink, appearing to read "P.McAuley".

Patrick M. McAuley, P. Eng.  
Commissioner

PMM:cmr

\pwt\Commissioner\P. McAuley\2006\General Correspondence\MTO Site Storage

**Caughill Consulting**  
engineer & architect

Wednesday, January 24, 2007

**City of Sault Ste. Marie – Fire Services**

**Attention: Chief Lynn McCoy**

**Reference**

File No.: 02024

File Name: Fire/EMS – Old Garden River Road

Enclosures :

Copies to :

**RE: FIRE STATION DESIGN CHECKLISTS**

You provided two documents for our review and comment.

*C.I. Appendix "A"- Fire Station Design Checklist – 8 pages – author unknown*

*Planning Fire Stations – 22 pages – author unknown*

These documents provide insight into the design and functioning of a typical new fire station.

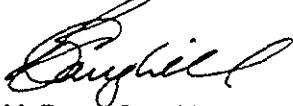
The proposed Sault Ste. Marie #4 Fire Station/EMS Centre will be one of three stations that are satellite to the #1 Main Station. Administrative, dispatch and fire prevention functions will remain at #1.

The Checklist and Planning document then must be read with an understanding that not all of the items are intended, or required, to be located at this site.

We prepared the sketch plan in conjunction with the small working group of Fire/EMS staff, Ministry of Health and the Emergency Operations representatives. While this is not the final design it does demonstrate the ability of the building to conform to the design criteria proposed in these documents.

Adapting this existing building appears to require compromise in only one area. The recommended sidewall clearances for the Aerial truck, if we locate it in what appears to be the best response bay, will be less than the recommended 6 feet – actual about 4 feet. We discussed this and it was your advice that this is not an issue in the safe and efficient operation of the Station. For Aerial 1, and the Pumper truck, the adjacent Maintenance Bays provide options for servicing, maintaining and loading of the longer vehicles.

These documents will serve as a good resource for the working group as we develop the final design but it appears that the existing building and the proposed budget will meet the criteria.



M. Bruce Caughill, P.Eng., OAA  
Consulting Engineer and Architect





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6(1)(a)

January 29, 2007

Mayor John Rowswell and  
Members of City Council

Report: Resolution from Council to SSMEDC on MTO property

City Council passed a resolution requesting the City Planning Department and Sault Ste. Marie Economic Development Corporation to:

1. Determine what potential usages have been proposed in the past by private and public sector entities for this property and to comment on what was the potential economic/quality of life impact for the community of Sault Ste. Marie; and
2. Complete an analysis of economic/quality of life usages for this property by a general call for ideas from private and public sector businesses.

The Sault Ste. Marie Economic Development Corporation supported the following report from the CEO on the SSMEDC's involvement to date on the whole MTO property. As well the Board supported the CEO's actions to move forward on a public open house to gain input from public and private sector ideas for the MTO property and facility.

1. Previous Potential Usages that had been proposed.

The Sault Ste. Marie Economic Development Corporation was one of the initiators for the City of Sault Ste. Marie to purchase (\$810,000) the former MTO site. The purpose of this request by SSMEDC was to secure a property site that now hosts the SSMEDC E-Commerce Centre (approximately 4 acres) that leases the building and property to the Sutherland Group.

Originally, the Sutherland Group had requested the SSMEDC to secure the north property (approximately 11 acres) of the MTO site to build out space to support Sutherland's establishment of their call centre business in Sault Ste. Marie. Sutherland also acquired a lease with Marsha Tishman for the property on Black Road that was the former White Rose facility. Sutherland Group currently employs between 1100 to 1500 people in the Sault depending upon the demand for their programs and services.



The SSMEDC did make an informal commitment to support Sutherland's long-term plan for the Sault to investigate the establishment of a second facility adjacent to the E-Commerce Centre for future expansion. Since Sutherland has opened in the Sault, the labour pool to support major future expansion of contact centres is very restricted because of the labour pool shortage and population base. Sutherland has moved to establish other locations in B.C. and in Windsor. In Windsor, they are ramping up to 1500 employees in the next year. They have verbally told the SSMEDC that they are not in need of moving forward on expansion plans for a third facility in the Sault as the labour pool would not support their plans. The SSMEDC now supports the City's plan to sell this property. The present zoning for this site is the type of businesses that we would like to see locate on this site. The property north of the MTO facility is now on the market and a property for sale sign is prominent on the site.

#### Past Interest in the MTO property

Prior to the E-Commerce project and shortly after MTO privatized the provincial road maintenance, the SSMEDC was in communication with the Ontario Real Estate Corporation for the information on specification and price of the building for the purpose of our real estate inventory. To my knowledge the only parties that expressed interest in the site was a local U-haul operator, several warehousing requests, and an offer to purchase the site by a local land and business developer for land speculation. There was no significant interest in this site other than the above. The SSMEDC had looked at the facility in regards to 3 potential opportunities; a) an industrial mall, b) commercial retail, and c) contact centre.

**Industrial Mall:** Past City Councilor Charlie Swift had suggested the former MTO site be converted to an industrial incubator or mall to support small manufacturing. This had some merit. The property is zoned for light industrial M1 but it is very focused on "clean industry". The MTO facility would require extensive retrofit. To date there has not been any private sector interest on this site for industrial applications. Private sector interests on building light industrial and industrial service space has focused on the Great Northern Road and City Industrial Park. City Planning has suggested that the MTO site really remain in a "campus style" development focusing on I.T. development.

**Commercial Retail:** This site had been put forward to a number of site locators interested in commercial retail, however, they indicated that the MTO site was too removed from the "best locations" (e.g., Great Northern Road) to attract patrons. SSMEDC does not believe the MTO facility is a good fit for commercial development. There was interest to develop a commercial opportunity (e.g., convenience store) on the south part of the MTO property. This part of the property has potential. It has not been promoted as Sault College has expressed their interest in this site.

**Contact Centre:** One of the contact centre site locators suggested to the SSMEDC that we should not showcase this site as a potential centre as it would be too difficult to conform.

The SSMEDC has reviewed many of the permitted uses identified in the Zoning of this property but there has not been any direct approach to our office by private sector interests outside the ones identified above.

#### Neighbourhood meetings

Both the City Planning department and SSMEDC understand the importance of working with neighbours of proposed developments. City Planning with participation of the SSMEDC and City Fire department hosted two meetings with the neighbours of the site to present the E-Commerce, future development, and the potential for an emergency/fire response centre. These meetings did go in a positive manner pertaining to the E-Commerce Centre and the proposed relocation of the Emergency Response/Fire Services. The SSMEDC E-Commerce did plan for addressing the concerns (e.g., buffers, lighting, noise, etc.) of the neighbours in the existing facility. City Planning and Building Department ensured the SSMEDC met with conditions to address the neighbourhood concerns. To the SSMEDC knowledge, there have not been any complaints about the E-Commerce centre to date.

#### The MTO site and Proposed Fire/EMS Station

The Director of Planning, Don McConnell and I toured the MTO facility and met with Chief Lynn McCoy. Photos of the facility are available for City Council's review. As well the SSMEDC reviewed the background report provided by the City (e.g., reports by Fire Chief on the development, photos, and diagrams on the concept, site plan, a report by Bruce Caughill, Caughill & Associates pertaining to the cost comparison of new versus renovations, the MTO Financing Plan, and a Supplementary report by the Fire Chief).

The SSMEDC does not have the expertise on matters pertaining to Fire/EMS centres or the technical reports pertaining to the facility report. The SSMEDC can attest to the respect and trust to the objectivity and knowledge of both the Fire Chief and Caughill & Associates as the SSMEDC has worked with both over the past years.

In speaking with Chief McCoy, he was strongly advocating that the concept for the new Fire/EMS Centre was innovative as it brought together a cluster of multi-use and partners that is not common in Ontario today. He reiterated the potential opportunity for the Ministry of Health to be part of this facility and that they would provide a significant investment to the leasehold and improvements to this site. As well Mr. McCoy advocated the potential for this centre to interact with Sault College on Fire, EMS, and Police training opportunities.

Joe Fratesi, CAO is very supportive of using the existing MTO site because of the opportunity for bringing together the synergy of the various organizations, the financial means (Commissioner of Finance and Treasurer Bill Freiburger's Financing Plan) and its ultimate cost savings to the City taxpayers.

Option for New Fire Station, Possible Sault College expansions, and future commercial development

Mayor John Rowswell has brought forward the suggestion of rather than retrofitting the MTO facility that it would be in the best interests that the City construct a new Fire/EMS Station and he has suggested a couple of site potentials, one being on a site that would be developed by the City in acquiring property from Sault College. He is proposing that the City acquire the land for completing the Pine Street Extension to Second Line and those additional lands is purchased adjacent to this street that would also connect with the lands connecting to the E-Commerce facility. This would open new lands for not only a new Fire/EMS Centre but also future I.T. business development (SMART Park concept).

Mayor Rowswell has provided direct input into the Open House and has provided a written submission.

Sault College has put an offer to the City of Sault Ste. Marie to purchase the south portion of the MTO site that fronts on Northern Avenue. City staff has worked with the College on future alignment of the south road that would run from the Fire/EMS Centre. At a recent meeting with the Sault College Board of Governors they reconfirmed their offer to purchase the property south of the MTO facility bordering Northern Avenue. Sault College is presently undertaking a facility needs assessment for their organization and upon approval from their Board would make this available to the City sometime in late March or April.

Presently Sault College has close to 200 acres of property which contains their present facilities, an outdoor forested area that is used by their forestry program, and other space adjacent to the College.

2. General Call for Ideas

The SSMEDC hosted an open house on January 24<sup>th</sup> at the Civic Centre from 7:00 to 9:00 p.m. As well, the SSMEDC provided the opportunity for input by drop off to the SSMEDC office, e-mail, fax, and by mail. The SSMEDC provided communications in the form of a press release to all the local media and responded to media calls pertaining to the Call for Ideas and the Open House. The media provided excellent coverage of the event.

The Open House was attended by eight (8) citizens, Don McConnell, Director of Planning, Chief Lynn McCoy, Fire Chief, the SSMEDC CEO, and Manager of Corporate Services, SSMEDC. Q104 reporter Jason Bertrim covered the Open House event.

In total, the SSMEDC received 6 written submissions for ideas which are attached for City Council's information. As well the SSMEDC received 2 submissions in support of Willow Street Extension vs. Pine Street extension and these are attached for Council's information. The SSMEDC did mention that we were looking for ideas for the MTO property and facility and that the Willow Street Extension was a separate issue.

The following ideas were brought forward:

#### **IT Park Sault College Interaction Zone / IT Park Logistics Centre Area**

Mayor John Rowswell reinforced his idea by providing a written submission as was reported above. The SSMEDC is certainly supportive of developing the IT cluster in this area. This is a longer term plan and does require strong marketing and interest by the private sector to make it a reality. Presently, the Contact Centre industry is not able to build out further development in the Sault because of our limited skilled labour pool. In order for this to move forward, the Sault needs to attract more people to return back or to attract newcomers to build our skill pool to support further I.T. development in a magnitude that would support the I.T. Park proposed by the Mayor. This is a venture that the SSMEDC and SSMIC are working to do.

#### **Church Building**

One of our local church communities is investigating site options for a new church as their growth is putting pressure on their existing location on Queen Street and they expressed interest in the north property portion of the MTO facility. They were not interested in the MTO facility. The SSMEDC is working with the church on site options that may or may not include this particular site.

#### **E waste recycling centre**

The concept of an E waste recycling centre is appealing as there are private sector players providing this service in the community. In the opinion of the SSMEDC, this type of business would have difficulties with the existing zoning and would probably have difficulty in getting support from the neighbours. There are other specific industrial sites in the Sault that would be better fitting for this type of facility.

#### **Training facility for Sault College (wind power technology)**

This idea is actually becoming reality and Sault College and to the understanding of the SSMEDC, the College has already determined the site location for this opportunity.

#### **Indoor Soccer facility**

This idea has actually had some preliminary work on it by members of the local soccer organization and Sault College. It is also an idea that has been brought forward by Councillor Steve Butland for the community to consider during this term of Council. The MTO facility would not be a building that could host such a facility and with the adjacent Strathclair and other properties in the area, there are several site options that might be better located for access and neighbourhood fit.

#### **Training facility (carpentry)**

With an increasing demand for skills trades in the construction industry, this idea being presented by APR Welding is certainly an opportunity for Sault Ste. Marie. The proponent of the idea is willing to move further on this idea and the SSMEDC will assist in bringing some of the stakeholders to assist. APR Welding was supportive of the Fire/EMS Centre and did not wish for his idea to conflict with what was being recommended by the Fire Chief. There are opportunities to look at expanding the

existing APR Welding facility on Second Line and or other sites can be looked at with SSMEDC assistance.

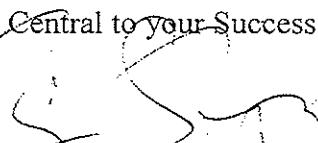
### **CEO's Recommendation**

The SSMEDC has had the opportunity to review the information, receive input from private and public sector and has the following findings and recommendations.

1. The CEO recognizes the opportunity that has been proposed by the City Fire Chief and recommendations from City staff for the proposed Fire/EMS Centre. As a priority for the City regarding our quality of life, this Centre would certainly provide the means to bring together a cluster of services that most impacts the citizens of our community re: fire, emergency response, and ambulance. Health care, police and fire services directly impacts the well being of our citizens. The MTO facility provides the fire department with a solution to their existing aging facility on Old Garden River Road. The proposed retrofit of the MTO facility would be less costly than a new facility.
2. The concept of moving forward on developing the lands for I.T. development is one that has considerable merit but as mentioned in my report would take many years to develop as labour pool requirements, target marketing, and business development needs to occur. The Fire/EMS Centre would not detract or interfere with moving this concept forward and actually would be a benefit to this type of industrial mix.
3. Several of the other good ideas that have been brought forward are worthy of the SSMEDC to take action on but in our opinion, Sault Ste. Marie has alternative sites to support these ideas.

Therefore, it is the recommendation of the CEO, that the Fire/EMS Centre would be an excellent fit for the MTO facility and would be an attractive component of the overall future site development in conjunction with Sault College's future plans, and future development of the northern portion of the former MTO property.

Central to your Success



D. Bruce Strapp, CEO

Cc: SSMEDC Executive  
Joe Fratesi, CAO  
Lynn McCoy, Fire Chief  
Don McConnell, Director of Planning



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## IMMEDIATE RELEASE – January 19, 2007

On behalf of Mayor and Council, the Sault Ste. Marie Economic Development Corporation (SSMEDC) has been asked to host a “Call for Ideas” session to receive input from the public and private sector for possible uses for the former Ministry of Transportation facility located at 71 Old Garden River Road.

Presently, City Council has received reports from the City Fire Department and City staff pertaining to a proposed new Fire/EMS Centre for the facility. City Council has requested both the SSMEDC and City Planning for a report on previous interest on this site pertaining to possible economic/quality of life opportunities.

*City Council Resolution, December 11, 2006*

*Resolved that the resolutions regarding the MTO site BE DEFERRED until: 1) A visual inspection for all of City Council is arranged and undertaken to determine the suitability of the building for the proposed Emergency Response Centre usage; and 2) A report from both the City Planning Department and Sault Ste. Marie Economic Development Corporation in regards to: a) What potential usages have been proposed in the past by private and public sector entities for this property. Commenting on what was the potential economic/quality of life impact for the community of Sault Ste. Marie b) An analysis of economic/quality of life usages for this property by a general call for ideas from private and public sector businesses.*

Therefore the Sault Ste. Marie Economic Development Corporation is requesting “Call for Ideas” input from both the public and private sector. To assist in this input, the SSMEDC is hosting an Open House on Wednesday, January 24, 2007 from 7:00 p.m. to 9:00 pm. in the Russ Ramsey Room located on the third level of the Civic Centre, 99 Foster Drive.

As well, written submissions can be presented to the SSMEDC, Third Level, Civic Centre, 99 Foster Drive, or via fax 705 759-2185, or by e-mail to [d.lafleur@ssmedc.ca](mailto:d.lafleur@ssmedc.ca). Due to the timeliness of receiving this information, submissions will be accepted until 9 am. Thursday, January 25, 2007.

Questions pertaining to this request can be directed to Debbie LaFleur at the SSMEDC 705 759-5432.

*The Sault Ste. Marie Economic Development Corporation is a recognized leader in supporting and promoting an environment that generates sustainable employment in a healthy, growing and diversified environment.*

- 30 -



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## SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION

## “Call for Ideas” Session re MTO Site 71 Old Garden River Road

**SIGN IN SHEET**

6(1)(a)

## SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION

## “Call for Ideas” Session re MTO Site 71 Old Garden River Road

**SIGN IN SHEET**

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION  
On Behalf of Mayor and Council

6(1)(a)

"CALL FOR IDEAS" SESSION re MTO SITE  
71 Old Garden River Road

Wednesday, January 24, 2007  
Russ Ramsay Board Room – Civic Centre  
7 pm.

NAME:	EMAIL: (Optional)
Mayor John Rowswell	mayorjohn@cityssm.on.ca.
ADDRESS: (Optional)	PHONE:
City Hall	759-5344
<b>YOUR IDEA (Describe your idea)</b> <p>The next development area in sequence to the growth of customer interactions<sup>conting</sup> are logistics centres. The multi-modal initiative is bringing interest to Sault Ste Marie. It is reasonable to expect a plan for continuation of the IT Park as set out by council when they purchased the property. The IT Park should make allowance for interaction with Sault College.</p>	
<p>2nd Line</p> <p>A hand-drawn map shows a street layout. A diagonal line from the top-left is labeled "2nd Line". Below it, a horizontal road is labeled "Sutherland" at its western end and "Sutherland Ave." at its eastern end. A vertical road running north-south is labeled "Northern Ave.". Two specific areas are circled and labeled: "(A)" on the western side of Sutherland Ave. and "(B)" on the eastern side of Sutherland Ave., just west of Northern Ave. To the right of the map, two boxes describe these areas: Box (A) is labeled "IT Park Sault College Interaction Zone." and Box (B) is labeled "IT Park Logistic Centre Area."</p>	
Your Signature	

Thank you for attending this evening's session and providing your input.  
Personal information will be kept confidential, secure and private.



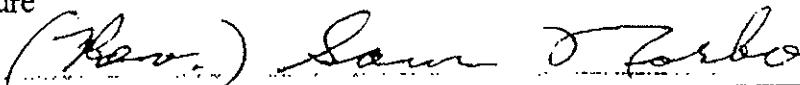
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SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION  
On Behalf of Mayor and Council

6(1)(a)

"CALL FOR IDEAS" SESSION re MTO SITE  
71 Old Garden River Road

Wednesday, January 24, 2007  
Russ Ramsay Board Room – Civic Centre  
7 pm.

NAME:	City Bible Church Samuel P. Norbo (Rev.)	EMAIL: (Optional)	marniedscott@msn.com
ADDRESS: (Optional)	1100 Queen St. East Sault Ste Marie, ON, P6A 2C9	PHONE:	(705) 942 1064
YOUR IDEA (Describe your idea )			
<p>We would be interested in considering this site as a potential new church building.</p>			
<p>Your Signature</p> 			

Thank you for attending this evening's session and providing your input.  
Personal information will be kept confidential, secure and private.



6(1)(a)

**Debbie LaFleur**

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**From:** Bill Ingram [joebob\_bobbyboy@yahoo.ca]  
**Sent:** January 19, 2007 12:22 PM  
**To:** Debbie LaFleur  
**Subject:** MTO Building

Here is an idea for the old MTO Building turn it into an Ewaste recycling centre this way it can do some good for the Environment as well as help the city save our land fill site and show the province that we care about our environment more then they do.thank you

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Get a sneak peak at messages with a handy reading pane.

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**Debbie LaFleur**

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**From:** rogerritchie [rogerritchie3@shaw.ca]  
**Sent:** January 19, 2007 9:15 PM  
**To:** Debbie LaFleur  
**Subject:** FORMER M.O.T FACILITY

MY SUBMISSION WOULD BE TO OFFER IT TO SAULT COLLEGE RE:TRAINING FACILITY ( WIND POWER TECHNOLOGY )

LOTS OF ROOM TO DESIGN AND BUILD, AN OUTREACH OF SAULT COLLEGE.

NOT TO BELITTLE OUR FIRE SERVICES BUT THEY ARE UNDER UTILIZED IN OUR COMMUNITY.

THE REASON FOR THIS IS NEWER SAFER HOMES AND OF COURSE A MORE EDUCATED SOCIETY.

BEST REGARDS

ROGER RITCHIE

6(1)(a)

**Debbie LaFleur**

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**From:** Bruce Strapp  
**Sent:** January 25, 2007 9:11 AM  
**To:** Debbie LaFleur  
**Subject:** FW: old MTO building

Hi Deb

Can you add this to the input for the MTO property, it came through Nick Apostle's office.

Bruce

---

**From:** Nick Apostle  
**Sent:** Thursday, January 25, 2007 8:49 AM  
**To:** Bruce Strapp; Don McConnell; Lynn McCoy  
**Subject:** FW: old MTO building

I am passing along this suggestion for the MTO site.

Good luck

Nick Apostle

---

**From:** Brent [mailto:[brentcerenzia@shaw.ca](mailto:brentcerenzia@shaw.ca)]  
**Sent:** January 19, 2007 10:49 PM  
**To:** Nick Apostle  
**Subject:** old MTO building

Hi Nick

I seen on Soo Today the then wanted ideas for the old MTO building. I feel that this city is lacking a indoor soccer facility, what a perfect spot. All that is required is a open space. Soccer in the Sault out weighs all other sports, including hockey. Just my thought,

Thanks  
Brent Cerenzia,

6(1)(a)

**Debbie LaFleur**

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**From:** Bruce Strapp  
**Sent:** January 24, 2007 5:57 PM  
**To:** Debbie LaFleur  
**Subject:** MTO site enquiry - Bob Sinishaw, APR Welding

Hi Debbie

I received a phone call from Bob Sinishaw of APR Welding regarding the MTO site. He is involved with the welding training centre located on Second Line and he spoke to me on the idea of expanding their training centre to look at other training opportunities such as carpentry. The MTO site would be too large for what he was describing but if there was an opportunity for a portion of the facility to be used for expanding training opportunities in Sault Ste. Marie, he would be interested. He does not have any full proposal but it is just an idea and he was interested as a result of the SSMEDC press release.

He did not indicate whether or not he would be submitting something formal but I wanted to make sure that this "idea" was documented.

Bruce Strapp, CEO

6(1)(a)

**Debbie LaFleur**

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**From:** Bruce Strapp  
**Sent:** January 24, 2007 3:32 PM  
**To:** Debbie LaFleur  
**Subject:** MTO Input - Mr. Chaplan, 13 Blue Jay Crt input on MTO site

Hi Debbie

Please register this with your e-mails as he is sending in a letter and it won't arrive until Friday.

Mr. Chaplan wished to voice his concern that he would like to see the extension of Willow Avenue to Old Garden River Road. He elaborated on the reasons for this and will provide this information in his letter. It may come in after our set time but I promised him we would do our best to register his letter with City Council.

Bruce Strapp, CEO

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION  
On Behalf of Mayor and Council

6(1)(a)

"CALL FOR IDEAS" SESSION re MTO SITE  
71 Old Garden River Road

Wednesday, January 24, 2007  
Russ Ramsay Board Room – Civic Centre  
7 pm.

NAME:	EMAIL: (Optional)
<i>Don Nelson</i>	
ADDRESS: (Optional)	PHONE:
<i>349 MORIN ST.</i>	<i>253 0509</i>
YOUR IDEA (Describe your idea )	
<i>The extention of Willow ave through the M.T.O Property would unlock the whole willow ave area. This area is getting very busy and hundreds of people everyday would not have to go out on Mr. Northern. There are also hundreds of people in the area north of Old Garden who would not have to go out onto the Mr Northern to go to Romeo, Cambrian Mall, City Fire, Group Health Centre and Sault College. It would also give the G.M. a north and south exit.</i>	
Your Signature	
<i>Donald Nelson</i>	

Thank you for attending this evening's session and providing your input.  
Personal information will be kept confidential, secure and private.



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**ECONOMIC  
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MON. MARCH 18, 2002

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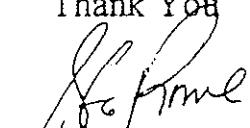
Mayor and Members of City Council

We the undersigned, having business interests and property on or adjacent to Willow Avenue feel very strongly that any development of the M.T.O. property should include an extension of Willow Avenue through this property connecting up with the Old Garden River Road.

This extension would not only alleviate the congestion of traffic at the intersection of Great Northern Road and Northern Avenue, but would facilitate anyone accessing Sault College, Cambrian Mall and the Group Health Center. Also, Council should consider the extra traffic that will be generated by the new Hospital and the development of the Big Box property.

We would urge Council to give this matter serious consideration.

Thank You

  
Steve Rome owner / Rome's Independent Grocer

  
Joe Young on CdTire

  
Bill Vassay Cambrian Mall

  
McBainie Sault College

  
Steve Filek.

Steve Filek, owner / Shoppers Drug Mart, Cambrian Mall

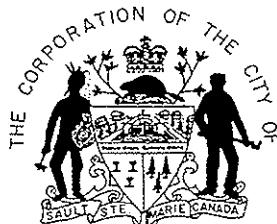
  
Ray Mariani - Sault Ste -



GROUP HEALTH CENTRE  
240 McNabb Street  
Sault Ste. Marie, Ontario  
P6B 1Y5

6(1)(a)

John Rowswell, M.Eng., P.Eng., P.E.  
MAYOR



2007 01 23

MEMO TO: Council

SUBJECT: New EMS/No. 4 Fire Hall Complex

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This is a follow up to my memo to Council dated December 28, 2006, where I concluded and suggested that a "building needs" study for the combined Fire/EMS services and an "equipment needs" study for our entire Fire Services needed to be done.

I have been in correspondence with Wayne Bennett, Operations Manager – Office of the Fire Marshall, Northeast Region. They have offered to review our Fire Services operations and provide advice to Council on this matter. Also, I am attaching a design guide that they forwarded to me illustrating design characteristics of a new fire hall.

I request Council receive the advice of the Fire Marshall's Office prior to making a decision to renovate the old MTO building.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Rowswell".

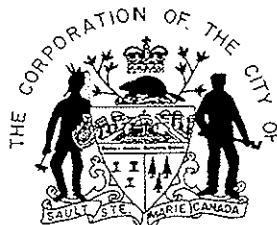
John Rowswell,  
MAYOR

Attachments

cc: Joe Fratesi, CAO  
Lynn McCoy, Fire Chief

6(1)(a)

John Rowswell, M.Eng., P.Eng., P.E.  
MAYOR



2006 12 28

MEMO TO: Council

SUBJECT: New EMS/No. 4 Fire Hall Complex

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For Council's information, I would like to comment on the proposed layout of the EMS/No. 4 Fire Hall referencing back to the 1961 MTO building.

The area of the building required as identified and provided to us was:

Fire/EMS – Crew Quarters and offices – 5,814 sq. ft  
Fire/EMS – Storage and response – 6,956 sq. ft.  
SSM Emergency Operations Centre – 956 sq. ft.

Other areas, mechanical room of 1,364 square feet could be replaced with roof mounted mechanical units. This means that a new building fulfilling the physical needs of a new EMS/No. 4 Fire Hall complex of 13,726 sq. ft would cost \$2.5 million dollars and meet the 2006 Ontario Building code requirements. The renovation of the old MTO building is \$2.3 million, \$2.5 million if the roof was up brought up to the 2006 Ontario Building Code.

Council will note that the new building does not include the 5,983 sq. ft for maintenance repair bays. I believe that we should thoroughly look at this and have a business case to support this additional space requirement. One other thing that was apparent is that we are storing a lot of equipment. The question comes to mind as to what level of equipment is actually needed to properly support our fire services and what older equipment should be disposed of, thereby less storage, less facilities. So, we are right back to a "building needs" study for the combined Fire/EMS services and an "equipment needs" study for our entire fire services.

Without this information, I believe, Council should not commit to any facility proposed new or otherwise.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Rowswell".

John Rowswell,  
MAYOR

cc: Joe Fratesi, CAO  
Lynn McCoy, Fire Chief

## C.I. APPENDIX "A" - FIRE STATION DESIGN CHECKLIST:

The purpose of this document is to provide a checklist in considering design requirements for a new fire station or to evaluate the infrastructure of an existing station. It is not intended to determine what the facility should look like, inside or out, nor specifically where it should be located. But rather, to give consideration to the various space requirements, mechanical and safety features, property and communication need uses of the facility, site selection and other pertinent factors.

Cost is obviously important, but should not be a part of an initial planning or review process. After determining the optimum specifications of the station, then the cost factor should be applied to decide which of those specifications can be afforded and which may not. As an example to the municipality, fire stations should have "state of the art" automatic fire detection, alarm, and safety systems, where required.

What follows will present questions to answer, suggestions to follow and an outline of functions to consider. The categories listed are not in any special order, nor do they imply priority. It is also recognized that each municipality has its own goals, objectives, fire suppression problems, special equipment and policies for providing fire services.

Fire Department:					
Fire Station #					
Location:					
FIRE STATION PROPERTY – IDEAL DESIGN OBJECTIVES		Y	N		
1. Is the fire station properly identified (i.e. fire department name, station number, location, etc.)?					
2. Function and use considerations:					
<ul style="list-style-type: none"> <li>• Is the fire station designed for quick and safe response by personnel and apparatus? <i>(Desired characteristics - minimum internal travel distances; doors swinging in the direction of travel to the apparatus floor without encroaching on walkways; minimum conflict in cross circulation; good proximity of all spaces to apparatus floor and other rooms)</i></li> <li>• Is the department or fire station administration area optimally designed? <i>(Desired characteristics - space for line, administrative and fire prevention officers; close proximity of space to public access.)</i></li> <li>• Is the fire station fire prevention/public education area optimally designed? <i>(Desired characteristics - sufficient space for inspectors, public information officers, audio-visual storage and bulletin boards; close public access.)</i></li> <li>• Is the fire station training area optimally designed? <i>(Desired characteristics - sufficient classroom space for station personnel; space for training (inside and outside); storage space for files and audio-visual equipment and training aids)</i></li> <li>• Are the fire station building and station grounds designed as "low maintenance"? <i>(Desired characteristics - the use of such low maintenance building materials as brick, block, metal and interior tile; natural grounds, rather than a lawn with formal landscaping)</i></li> <li>• Is the fire station designed to include public use of the building? <i>(Desired characteristics - public use of specific areas without conflict with normal fire department operations, sufficient parking.)</i></li> <li>• Does the fire station design allow for flexibility for the future? <i>(Desired characteristics - designed to allow for future growth in size, methodology and equipment; internal design of office space to allow for future changes in systems and methods.)</i></li> <li>• Are the fire station's building materials and systems cost effective? <i>(Desired characteristics - zone heating; easy clean wall materials; fewer windows, and double glazed window assemblies; insulated walls and large insulated doors; materials conducive to insurance savings.)</i></li> <li>• Is the exterior configuration of the fire station acceptable? <i>(Desired characteristics - minimum impact on single-family neighbourhood; fit in with surrounding buildings; minimal noise factor; objectionable lighting controlled.)</i></li> <li>• Is the fire station designed for multiple uses? <i>(Desired characteristics - combined uses of sections of building with other government agencies - e.g. police, emergency medical services, municipal government.)</i></li> </ul>					
3. Rooms and types of room considerations: <i>(Could be combined, depending on priorities, philosophy)</i>					
<ul style="list-style-type: none"> <li>• Is there an office for the fire/station chief?</li> </ul>					

(Space for desk, chair, worktable or conference table, filing cabinet and at least two side chairs; optional workstation and conference space.)		
• Is there an office for the fire/station deputy chief, platoon officers? (Space for desk, chair, worktable, filing cabinet and two side chairs.)		
• Is there an office for fire prevention/training personnel? (Space for desks, chairs, side chairs, work stations, filing cabinets, lockers, plans review table, interview room.)		
• Is there a general or secretarial office? (Space for clerks, filing cabinets and public waiting area; work stations; duplicating machines; storage requirements; consider noise factor.)		
• Does the fire station have sufficient storage room? (Fire prevention, training and administration space for audiovisual equipment and supplies; training aids and printed materials; public education materials; evidence lockers.)		
• Is there a meeting/lecture room? (Space large enough for at least 50 students for training purposes; give consideration to storage space for chairs, tables; projection/storage room)		
• Is there a kitchen? (Space for cooking and food preparation; enough space should be provided so several people can work in the area at the same time; appliances sized to accommodate social events if conducted; sufficient electrical service capacity; ventilation and exhaust systems.)		
• Is there an eating area? (Space large enough to seat anticipated maximum number of staff; could be combined with kitchen, lounge and multipurpose room.)		
• Is there a conference room? (Although this room can be combined with another room, it is recommended that it be separate which allows its use without interfering with the routine of others.)		
• Is there a lounge? (Space for fire fighters away from the public - may be combined with meeting/lecture room.)		
• Does the fire station contain a dispatch/communications room? (Space for radio equipment, emergency telephones, computers, maps, bulletin boards, etc.)		
• Are there male and female washrooms? (Toilet facilities to be used by department personnel and/or public; in close proximity to multipurpose room; public rest rooms should be accessible to the handicapped, and have insulated walls for privacy.)		
• Are there separate washrooms, showers and lockers for firefighters? (Close to dormitories. Should not be combined with public bathrooms. Separate facilities for males and females. Provision for decontamination showers with retention tanks.)		
• Is the apparatus area appropriate (see "Apparatus Space Requirements" chart below)? (Indoor parking for all apparatus and vehicles including reserve apparatus; space for limited hands on training with vehicles as well as routine maintenance work. Additional space, if required, for mechanical functions including tool and parts storage.)		

**APPARATUS SPACE REQUIREMENTS: Station Clearances:**

Clearance	Item	Recommended Spacing	Actual Spacing
Front	All vehicles	5 ft. min	
Between Each Vehicle	All vehicles	6 ft. min.	
Side	All vehicles	6 ft. min.	
Rear*	Pumper (appx. 29' long)	20 ft. min.	
Rear*	Rescue (appx. 18' long)	10 ft. min.	
Rear*	Car (appx. 18' long)	5 ft. min.	
Rear*	Tanker (appx. 25' long)	20 ft. min.	
Rear*	Aerial (appx. 55' long)	20 ft. min.	
*NOTE: Drive through bays permit 5 ft. rear clearance			
	Bay Doors	14' x 14' min. 12' x 12' can be used but remember, that an 8' wide vehicle with 14" mirrors on ea. Side will leave only 6" clearance!	

<ul style="list-style-type: none"> <li>Is there sufficient storage room for firefighters? (Space for fire fighters for protective clothing, equipment such as breathing apparatus parts etc., hose, other tools and equipment. Room for general supplies such as cleaning/ maintenance supplies and materials.)</li> </ul>		
<ul style="list-style-type: none"> <li>Is there a dormitory? (Can be either a one room general sleeping area, or a series of rooms. May be combined with other rooms (e.g. classroom).)</li> </ul>		
<ul style="list-style-type: none"> <li>Is there an exercise room? (A separate room is recommended because of the emphasis on a requirement for physical fitness for both fulltime and volunteer personnel.)</li> </ul>		
<ul style="list-style-type: none"> <li>Is there a social room? (Usually for volunteer departments, which can be combined with other rooms above such as the meeting/lecture room.)</li> </ul>		
Notes:		

HEALTH AND SAFETY CONSIDERATIONS		Y	N
1. Is there a conspicuous "Safety Alert" message board?			
2. Has a WHMIS program been implemented in the fire station?			
3. Building/Fire Code considerations, including:			
• Are there smoke alarms installed in appropriate areas?			
• Are there CO detectors installed in appropriate areas?			
• Is commercial style cooking equipment and exhaust protected with an automatic system?			
• Is emergency lighting installed, where required?			
• Are illuminated exit signs installed, where required?			
• Do exit doors swing in the direction of exit travel, where required?			
• Is there <u>not</u> indoor storage of propane (e.g. BBQ tanks, including attached)?			
• Is there proper indoor storage of gasoline (i.e. in listed safety containers)?			
• Are containers of fuel on apparatus listed?			
• Does the fire station have a "listed" storage cabinet for larger quantities of combustibles/flammmables?			
• Does the fire station appear to comply with other Fire Code requirements? <i>If not, explain deficiencies:</i>			
4. Are measures being taken to reduce diesel fumes (As per Section 21 Committee Guidance Note)? <i>Explain:</i>			
5. Is the apparatus floor <u>not</u> too smooth or slippery when wet?			
6. Do doors <u>not</u> swing into paths of travel?			
7. Are pathways between furniture in the office area open and straight?			
8. Are driveways for apparatus separate from driveways for business travel?			
9. Is there effective pathway lighting inside and outside of the building?			
10. Is there proper ventilation for all areas of the building?			
11. Do stairway steps have nonskid treads?			
12. Do shower areas have nonskid floors?			
13. Does the fire station have an eyewash station(s)?			
14. Does the fire station have a security key system or coded locks?			
15. If there is a hose tower, is the area signed as a hard-hat, eye protection area? • Is there "fall-arrest equipment" installed in the tower			
16. Apparatus considerations, including: • Are larger vehicles receiving at least one O.L. & F. and brake inspection annually? • Are there proper maintenance records available?			

<ul style="list-style-type: none"> <li>• Do maintenance records show consistent preventative maintenance for station apparatus?</li> <li>• Are annual safety inspections being done for larger vehicles (<i>should have MTO "yellow sticker" on driver's side window or windshield</i>)?</li> </ul>		
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Notes:

BUILDING MATERIALS	Y	N
1. Is the fire station constructed of building materials that will give long life, reduce maintenance, conserve energy and foster safety for the occupants? <i>Explain:</i>		
2. Is the exterior of the building constructed using stable, low maintenance materials (e.g. pre-finished metal or brick)?		
3. Are the exterior walls and roof insulated?		
4. Are the windows double or triple glazed?		
5. Have the number of windows been minimized to conserve energy?		
6. Are the fire station doors insulated?		
7. Have the number of windows in fire station doors been minimized to conserve energy?		
8. Are the exterior doors metal insulated?		
9. Is the fire station roof pitched for more effective run off?		
10. Is the apparatus floor a hard (e.g. concrete) surface?		

Notes:

LIGHTING AND POWER	Y	I
1. Emergency generator considerations: <ul style="list-style-type: none"> <li>• Does the fire station have an emergency generator?</li> <li>• Does the generator have sufficient capacity to supply power for all essential functions? (e.g. interior pathway lighting, apparatus area doors, radios, telephones, fuel pumps, heating systems, fire alarm systems, some defined room lighting, some wall outlets for required equipment)</li> <li>• Does the generator have an automatic starting capacity?</li> <li>• Is the generator located inside the building in a separate room?</li> <li>• Are there contingencies in place to provide generator fuel during extended emergencies? <i>Explain:</i></li> </ul>		
2. Is there a multipurpose room with area or stage lighting for audiovisual presentations and speakers (Area lighting with intensity control may be more effective)?		
3. Is extra high intensity lighting provided for maintenance and repair areas?		
4. Is there exterior pathway lighting installed outside the fire station (preferably on a timing or light sensitive switch)?		
5. Is there sufficient lighting for exterior training areas and the parking lot?		
6. Are 3-way light switches installed in rooms with more than one door?		
7. Is some interior lighting interlocked to come on when an alarm is activated?		

Notes:

HEATING/COOLING	Y	I
1. Does the fire station have zone heating, so those areas not being used can have temperatures reduced?		
2. Does the fire station have timed temperature controls?		

3. Have ceiling fans been installed, particularly in the apparatus area?		
4. Is the number and size of hot water tank(s) adequate for the fire station ( <i>more than one may be necessary to reduce the lengthy piping necessary to move hot water where it is required?</i> )		
5. Does the fire station have air conditioning ( <i>comfortable employees work more effectively?</i> )		
Notes:		

COMMUNICATIONS ( <i>Full Time Departments</i> )	Y	N
1. Does the fire station have a separate public address or paging system?		
2. Has a relay been installed to turn off kitchen stoves, ovens and appliances when an alarm is received ( <i>can be connected to a radio toning system or any other system used in responding to an alarm?</i> )		
3. Does the fire station have radio controlled apparatus door closers? ( <i>Timing devices are not recommended</i> )		
4. Does the fire station have outside speakers (with an on/off switch) for an outside training area?		
5. Are paging and alarm speakers installed in all areas of the fire station?		
Notes:		

SIZE AND CONFIGURATION OF PROPERTY	Y	N
1. Property width considerations:		
• Does the width allow for adequate drive around or drive through operations and parking?		
• Does the width allow enough space for a buffer of landscaping that is pleasing to neighbours and the department?		
• Does the width allow adequate side yard parking?		
• Does the width permit the infusion of effective anti-noise and anti-bright light buffers?		
2. Property depth considerations:		
• Does the depth afford enough space to hold the longest apparatus to be used at the station without projecting onto a sidewalk or street?		
• Does the depth allow for sufficient visitor and employee parking?		
• Does the depth allow for a rear training area, if needed and planned?		
• Does the depth have enough space for landscaping, including a rear buffer area?		
• Does the depth allow rear access to drive through bay(s)?		
3. Other property considerations:		
• Is there enough vehicle circulation and parking space for staff and spare fire department vehicle parking?		
• Are there enough parking spaces for training classes?		
• Are there enough parking spaces for public use?		
• Is there a sufficient amount of exterior training space?		
• Is there enough space to allow for a proper entrance to a public meeting room?		
• Are there adequate public walkways on the property?		
• If applicable, is there sufficient space for gasoline and/or diesel fuel storage?		
• If a dumpster is used, is there sufficient space for garbage trucks?		
• If there is a training area, does it properly blend with parking and /or recreation uses of the property?		
• If applicable, is there a public or training hydrant with a return pit on the property?		
• Is there adequate lighting for the property, including the parking area?		
• Is there adequate signage on the property (e.g. no parking – fire route, etc.)?		
• Is the property landscaping considered adequate?		
• Is there an alarm box for alerting firefighters?		
• Has provision been made for the drainage of storm water?		
• Are there exterior electrical outlets?		
• Is the property located more than 150 feet from a traffic signal ( <i>i.e. that would back up traffic in front of the driveway?</i> )		

Notes:

SPECIAL CONSIDERATIONS	Y	N
1. Office considerations:		
• Is there adequate furniture for required administration work?		
• Is there a radio, remote ( <i>so that administrative staff may monitor emergency operations</i> )?		
• Is there a drinking fountain (or water cooler)?		
• Are there sufficient telephone outlets?		
• If applicable, are there cable TV or Satellite connections?		
• Are there adequate bulletin boards ( <i>i.e. in addition to the Safety Alert board</i> )?		
• Is there a fire station trophy case?		
• Are there sufficient storage cabinets and closets?		
• Are there sufficient computer workstations?		
2. Dispatch/Communications considerations ( <i>where applicable</i> ):		
• Is there sufficient wall space for maps and bulletin boards?		
• Do the dispatchers have traffic light control?		
• Are there fire alarm controls?		
• Are there sufficient telephones?		
• Are there sufficient radios?		
• Is there adequate writing space ( <i>including drawers for holding forms</i> )?		
• Does dispatch use a computer aided dispatch (CAD) system?		
• Are there sufficient chalkboards?		
• Is there proper antenna cable conduit to the roof area?		
• If applicable are there appropriate three way switches?		
• If applicable are there appropriate fuel pump switches?		
• Is the dispatch area flooring low maintenance?		
• Are the interior finishes of the dispatch/communications of appropriate acoustical materials?		
3. Kitchen considerations:		
• Is the stove of adequate size for its use?		
• Are there sufficient tables and chairs?		
• Is there an adequate refrigerator?		
• Is there a double sink ( <i>health and safety</i> )?		
• Are there adequate cabinets?		
• Does the kitchen have effective ventilation?		
• Does the kitchen have low maintenance flooring?		
• Are there adequate food lockers?		
• Is there a broom closet?		
4. Multipurpose Room considerations:		
• Is there a screen for films, slides, etc.?		
• Does the room have special lighting ( <i>e.g. variable intensity lighting</i> )?		
• Does the room have good acoustics?		
• Is the room separated by doors from the rest of the facility?		
• Does the room have blackout capability for films, etc.?		
• Is there a ventilation fan?		
• Where applicable, is there a cable TV or Satellite connection?		
• Is there a chalkboard/whiteboard?		
• Is there a tack board or tack strips for displays?		
• Is there adequate space for furniture storage?		
• Is there a coat rack?		
5. Station Officer's Room ( <i>where applicable</i> ) considerations:		
• Does this room have appropriate lockers?		

• Does the room have a telephone?	
• Does the room have appropriate furniture?	
• Does the room have a computer work station?	
6. Apparatus area considerations:	
• Is there proper water drainage (e.g. floor sloped, drain under each vehicle, drains emptying into separator)?	
• Is the floor smooth enough to clean, but rough enough to prevent slipping?	
• Are the apparatus doors of sufficient size (ideal is 14' X 14')?	
• Is there a separate heating system for the apparatus area?	
• Are there radio controlled door controls next to the doors (ideal)?	
• Is there a mop sink in the apparatus area?	
• Is there an emergency shower and eyewash in the apparatus area?	
• Are there electrical connections for vehicle battery chargers?	
• If applicable, is there an electrical connection for a hose dryer?	
• Is there a dryer room for protective clothing, salvage covers, etc.?	
• If applicable, is there adequate space for the sliding pole?	
• Is there a high scoff board for ladder training?	
• Is there a drinking fountain or water cooler?	
• Are the apparatus doors motor operated, with a manual override?	
• Is there a duct system for vehicle exhaust?	
• Are there large, slow moving ceilings fans?	
• If yes, do the ceiling fans have protective screens?	
• If required, is there an airline for apparatus brakes?	
7. Workroom considerations:	
• Is there a workbench (should be at least 8 feet long)?	
• Are there adequate storage cabinets?	
• Is there a washer/dryer?	
• Does the workroom have large capacity duplex outlets?	
• Is there a floor drain?	
• Is there an exhaust fan?	
8. Hose/Training Tower considerations:	
• Are there sufficient drying racks?	
• Is there a power or manual hose-raising machine? Power _____ Manual _____	
• Are there floor drains?	
• Are there waterproof lights, outlets and switches?	
• Is there a standpipe (training tower)?	
• Are there sprinklers on one floor (for training)?	
• Are there wood surfaces where ladders are used?	
• Is there adequate ventilation (gravity and power)?	
• Are there adequate stairways (or ship's ladder w/ safety cage and oversized door in hose tower)?	
• Are there safety rails in the hose hanging area?	
• Is the roof designed for walking (training)?	
• Is there a safety rope ladder on the roof ("O" ring) (training)?	
• Are there drains on each floor?	
• Are there minimum window openings of 3.5' X 5.5' (training)?	
• If attached to fire station, are there two doors at ground level – one leading inside, one leading outside?	
9. Dormitory considerations:	
• Are there adequate separations (4 feet) between beds?	
• Is there a ventilation fan with a timing switch?	
• Is there an area for cleaning supplies?	
• Is the dormitory located away from public areas?	
• Is there a linen storage area?	
• Are there large lockers for the firefighters?	
10. Showers and Washroom considerations:	

• Are there adequate floor drains?	
• Are there separate male/female facilities?	
• Are the walls and ceilings covered with low maintenance materials?	
• Are there ventilation fans on timers?	
• Are there benches in the locker area?	
• Is there a drinking fountain or water cooler?	
• Are there water restrictors on the showerheads?	
• Are there wall hung water closets for easy maintenance?	
11. Lounge considerations:	
• Is there a cable TV or Satellite connection?	
• Is there a television and VCR/DVD?	
• Is there adequate lounge furniture?	
• Are there bulletin boards?	
12 Repair Garage/Area considerations:	
• Is there a large storage area for tires, etc.?	
• Is there a vehicle lift?	
• Is there a workbench?	
• Is there appropriate tool storage?	
• Is there space for any special equipment?	
• Is there a compressor?	
13. Outside considerations:	
• Are there adequate curbs?	
• Is there a cement pad by the fuel pumps?	
• Are there adequate electrical outlets?	
• Are there cement pads in training areas where ladders will be used?	
• Are there adequate drains and catch basins?	
14. Miscellaneous considerations:	
• Does the fire station have a key system or coded locks?	
• Does the fire station have doorbells?	
• Are there electrical outlets high on walls for clocks?	
• Are there water faucets inside the apparatus area?	
• Are there water faucets outside the building?	
• Is there a separate exercise room ( <i>ideally near a shower/locker area</i> )?	

Notes:

## PLANNING FIRE STATIONS

The purpose of this document is to provide a checklist for fire chiefs and municipal officials, in the planning of a fire station.

It is not intended to determine what the facility will look like, inside or out, nor specifically where it should be located. But rather, to give consideration to the minimum size, configuration of spaces, mechanical and safety features, property and communication need uses of the facility, site selection and other pertinent factors.

Cost is obviously important, but should not be a part of the initial planning process. After determining the specifications of the proposed station has been completed, then the cost factor should be applied to decide which of those specifications can be afforded and which may not.

As an example to the municipality, fire stations must have "state of the art" automatic fire detection, alarm, and safety systems.

What follows will present questions to answer, suggestions to follow and an outline of functions to consider. The categories listed are not in any special order, nor do they imply priority.

If the list is not complete, it is because each municipality has its own goals, objectives, fire suppression problems, special equipment and policies for providing fire services.

The categories are:

- fire station property
- communications
- cooling
- special considerations
- exterior configuration
- heating
- size of property
- proximity of spaces
- configuration (sizes and types of rooms/spaces)
- functions (uses)
- lighting and power
- safety features
- space requirements
- materials

### FUNCTIONS OR USES

The objectives should include but not be limited to the following:

#### **Quick and safe response by personnel and apparatus to alarms.**

Desired characteristics - minimum internal travel distances; doors swinging in the direction of travel to the apparatus floor without encroaching on walkways; minimum conflict in cross circulation; good proximity of all spaces to apparatus floor and other rooms.

**Administration of department or station.**

Desired characteristics - space for line, administrative and fire prevention officers; close proximity of space to public access.

**Fire prevention/education.**

Desired characteristics - sufficient space for inspectors, public information officers, audio-visual storage and bulletin boards; close public access.

**Training.**

Desired characteristics - sufficient classroom space for station personnel; space for training (inside and outside); storage space for files and audio-visual equipment and training aids.

**Maintenance and station grounds.**

Desired characteristics - the use of such low maintenance building materials as brick, block, metal and interior tile; natural grounds, rather than a lawn with formal landscaping.

**Public use of facility.**

Desired characteristics - public use of specific areas without conflict with normal fire department operations, sufficient parking.

**Flexibility.**

Desired characteristics - design to allow for future growth in size, methodology and equipment; internal design of office space to allow for future changes in systems and methods.

**Cost effective building materials and systems.**

Desired characteristics - zone heating; easy clean wall materials; fewer windows, and double glazed window assemblies; insulated walls and large insulated doors; materials conducive to insurance savings.

**Exterior configuration of building.**

Desired characteristics - minimum impact on single family neighbourhood; fit in with surrounding buildings; minimal noise factor; objectionable lighting controlled.

**Multiple uses of building.**

Desired characteristics - combined uses of sections of building with other government agencies, eg. police, emergency medical services, municipal government.

**ROOMS AND TYPES OF ROOMS** (configuration and size)

The configuration of the building will relate to the proximity of the various rooms and spaces (relationship of rooms and spaces to each other) to be addressed later.

The number and types of apparatus to be used in the building, the number of personnel (fulltime, volunteer or both) needed for their operation, and types of office function to be conducted from each station are important factors to be considered.

The space requirements set out below are considered to be **absolute minimums**. Serious consideration should be given to maximizing the future potential of any proposed fire station. Storage space, social areas, sufficient meeting and training rooms, and maintenance/repair and apparatus space are often overlooked or reduced in size to meet budget constraints.

The following spaces and rooms will be considered. These spaces and rooms could be combined, depending on a department's administrative priorities and philosophies.

**Office - Chief of Department.**

Space for desk, chair, worktable or conference table, filing cabinet and at least two side chairs; optional work station and conference space.

**Office - Deputy Fire Chief; Platoon Officer(s).**

Space for desk, chair, worktable, filing cabinet and two side chairs.

**Office - Fire Prevention/Training Personnel.**

Space for desks, chairs, side chairs, work stations, filing cabinets, lockers, plans review table, interview room.

**Office - General/Secretarial.**

Space for clerks, filing cabinets and public waiting area; work stations; duplicating machines; storage requirements; consider noise factor.

**Storage Room(s)**

Fire prevention, training and administration space for audiovisual equipment and supplies; training aids and printed materials; public education materials; evidence lockers.

**Meeting/Lecture Room**

Space large enough for at least 50 students for training purposes; give consideration to storage space for chairs, tables; projection/storage room.

**Kitchen**

Space for cooking and food preparation; enough space should be provided so several people can work in the area at the same time; appliances sized to accommodate social events if conducted; sufficient electrical service capacity; ventilation and exhaust systems.

**Eating area.**

Space large enough to seat anticipated maximum number of staff; could be combined with kitchen, lounge and multipurpose room.

**Conference Room.**

Although this room can be combined with another room, it is recommended that it be separate which allows its use without interfering with the routine of others.

**Lounge. (may combine with meeting/lecture room)**

Space for fire fighters away from the public.

**Dispatch/Communications Room.**

Space for radio equipment, emergency telephones, computers, maps, bulletin boards, etc.

**Male Washrooms.**

Toilet facilities to be used by department personnel and/or public; in close proximity to

multipurpose room; public rest rooms should be accessible to the handicapped, and have insulated walls for privacy.

**Female Washrooms.**

Same criteria as above.

**Washrooms, Showers and Lockers for Fire Fighters.**

Close to dormitories. Should not be combined with public bathrooms. Separate facilities for males and females. Provision for decontamination showers with retention tanks.

**Apparatus Area.**

Indoor parking for all apparatus and vehicles including reserve apparatus; space for limited hands on training with vehicles as well as routine maintenance work. Additional space, if required, for mechanical functions including tool and parts storage. (See Figure 1).

**Storage Room(s)**

Space for fire fighters for protective clothing, equipment such as breathing apparatus parts etc., hose, other tools and equipment.

General supplies such as cleaning/ maintenance supplies and materials.

**Dormitory.**

Can be either a one room general sleeping area, or a series of rooms. May be combined with other rooms (classroom).

**Exercise Room.**

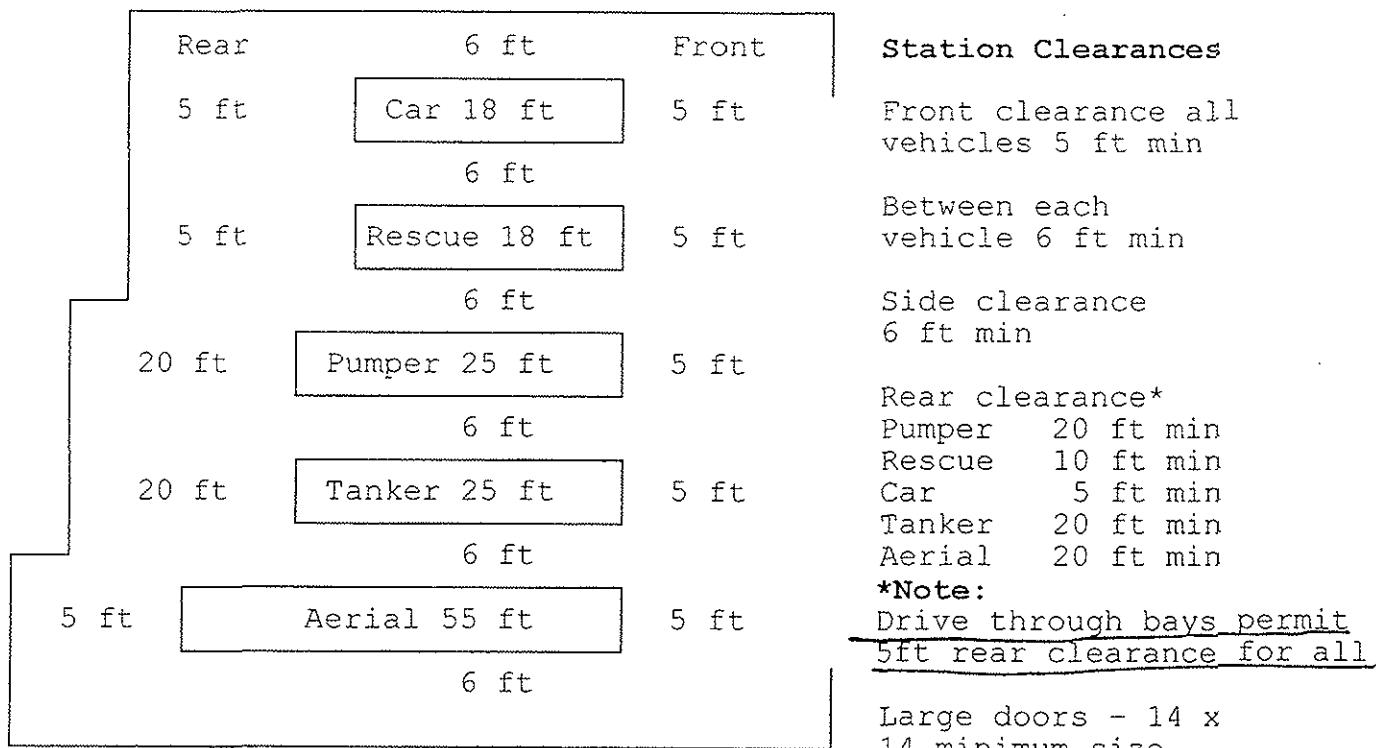
A separate room is recommended because of the emphasis on a requirement for physical fitness for both fulltime and volunteer personnel.

**Social Room.**

Usually for volunteer departments, which can be combined with other rooms above such as the meeting/lecture room.

FIGURE 1 - APPARATUS SPACE REQUIREMENT

6C1)(a)



-----not to scale-----

## FIGURE 2A - PROXIMITY RELATIONSHIPS

Some thought must be given to the relationship of one room or space to another. This will allow the user and architect to decide where each room or space should be in the fire station. This is an important factor before determining what a building will look like. Using figure 2 and the values listed below, decisions can be made about where rooms should be in relationship to each other.

Room numbers and proximity values may be found on the next page (7).

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

1	X	C	C	A	B	D							D							
2	C	X											D							
3	C		X										B							
4	A			X									D							
5	B				X								D							
6	D					X							B							
7							X						A							
8								X					A							
9									X				B							
10										X			A							
11											X		C							
12												X	C							
13	D	D	B	D	D	B	A	A	B	A	C	C	X							
14														X						
15														X						
16															X					
17																X				
18																	X			
19																		X		
20																			X	

Room Number	Room or Space
1	Chief's Office
2	Fire Prevention/Training Offices
3	Line Officer Office
4	General Office
5	Waiting Room
6	Multipurpose Room
7	Kitchen
8	Eating
9	Lounge
10	Dispatch/Communications
11	Male Washroom
12	Female Washroom
13	Apparatus Area
14	Maintenance Area
15	Repair shop
16	Hose Tower
17	Dormitory
18	Locker Room
19	Toilets/Showers
20	Station Officer

### Proximity Values

A - necessary

B - important

C - average

D - unimportant

E - undesirable

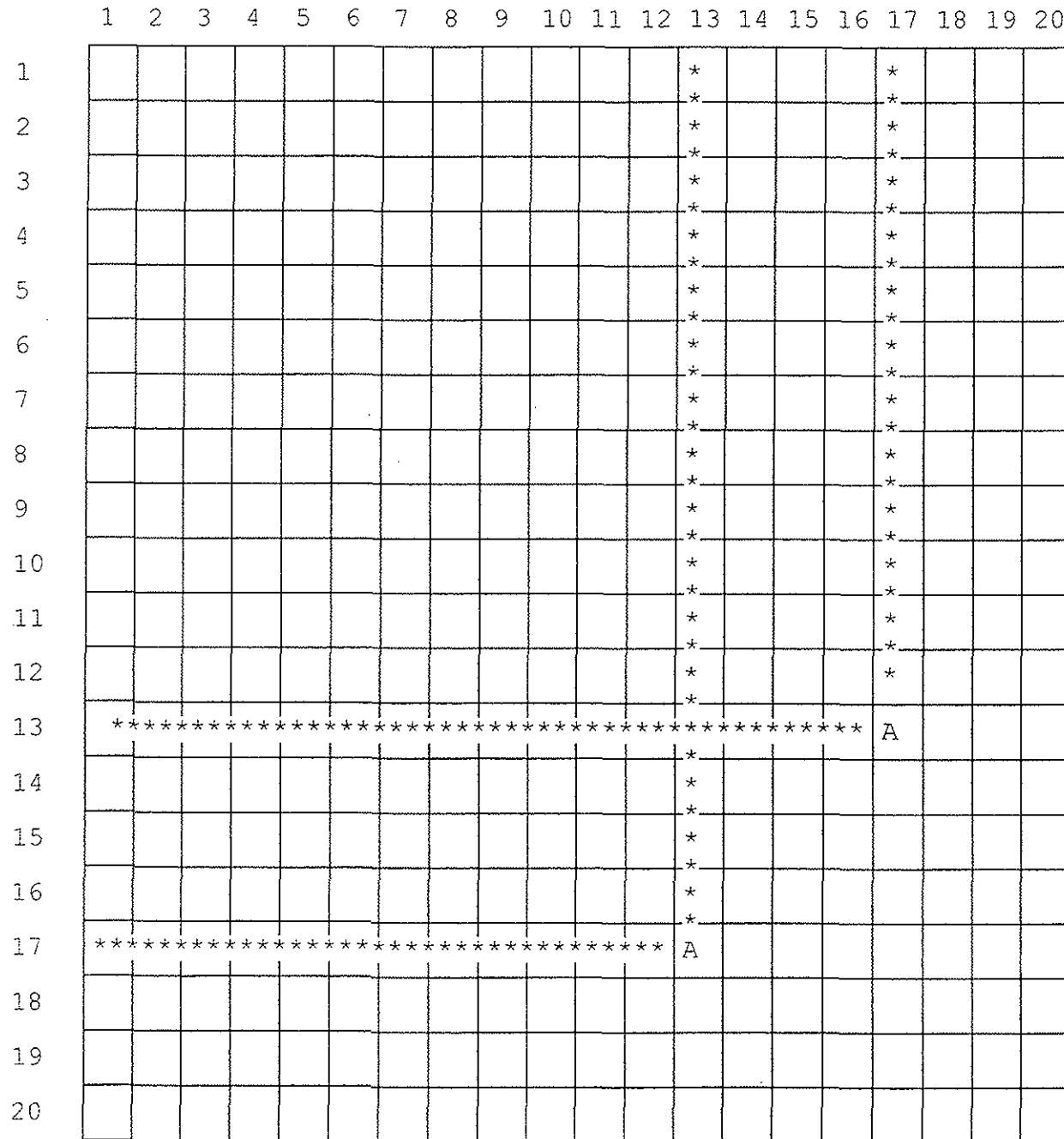
6(1)(a)

## To Plot A Proximity Value

To establish that the proximity value between Apparatus Area (13) and the Dormitory (17) is "necessary" (Code letter A), first find the two areas on the grid. For example, the number (13) the side of the grid represents from Room 13 to the number (17) at the top of the grid and versa. Extend lines from the two areas along the respective rows until the lines intersect. At these points write the code letter for the established value. See Figure 2B.

Conduct this evaluation several times to be sure of proximity decisions.

## FIGURE 2B TO PLOT A PROXIMITY VALUE



**SPACE REQUIREMENTS**

The space requirements shown in Figure 3 are only guidelines. Consideration should be given to such "waste space" as hall ways, walking spaces between work spaces, stairs, wall and partition widths, and the space taken by doorway swing. None of these are included in Figure 3. (Code & local requirements may exceed, or vary from, the following guidelines).

**FIGURE 3. MINIMUM SPACE REQUIREMENTS.**

Room	Minimum Square Feet
Office - Chief.....	192 sq. ft. per person
Office - Deputy Chief.....	120 sq. ft. per person
Office - Company Officers.....	90 sq. ft. per person
Office - Fire prevention, training.....	72 sq. ft. per person
Office - General.....	54 sq. ft. per person
Multipurpose space.....	750 sq. ft.
Conference room.....	120 - 150 sq. ft.
Office with waiting room one employee.....	180 sq. ft.
Kitchen.....	40 sq. ft. per person
Eating.....	same as kitchen
Dispatch (not alarm headquarters).....	120 sq. ft.
Male washroom.....	36 sq. ft. per person
Female washroom.....	36 sq. ft. per person
Apparatus area.....	See Figure 1
Lounge.....	30 sq. ft. per person
Storage room office.....	18 sq. ft.
Storage room (bureau or training).....	80 sq. ft.
Storage room (personnel).....	300 sq. ft.
Maintenance area.....	200 sq. ft.
Hose tower.....	120 sq. ft. per floor
Dormitory.....	75 sq. ft. per space
Locker room.....	10 sq. ft. per person
Toilet/showers.....	220 sq. ft. each
Study.....	150 sq. ft.
Station Officer (sleep & work station).....	200 sq. ft.

6(1)(a)

FIGURE 4. CRITERIA FOR PLANNING SPACE

PROJECT _____	FIRE STATION # _____
SPACE OR ROOM _____ (one of these forms for each room planned)	
Number of identical spaces _____	
1. Users	
2. Activity	
3. Size and shape	
4. Equipment and furnishings	
5. Internal physical organization	
6. Interrelation and proximity needs	
7. Special requirements	
8. Services and utilities	
9. Remarks and miscellaneous	
Discussed with architect ? YES _____ NO _____	

FIGURE 5. TABULATION SHEET

POSITION	NUMBER		SPACE Square feet
	Now	Future	
Chief			
Chief officers			
Training & F.P. Officer			
Training & F.P. staff			
Clerical/other line staff			
On duty/volunteer staff			
Vehicles in building			
Pumpers			
Aerials			
Tankers			
Rescue/vans			
Staff cars			
Other			
Station Officers			
Storage - office			
- other			
Dispatch room			
Kitchen			
Dormitory			
TOTAL SQUARE FEET _____			
Plus 10% - 12% for circulation, utilities, etc. _____			
TOTAL PROGRAM AREA _____			
NOTE: This list would be expanded to include personnel positions and activities for each facility planned. Include such items as dispatch, computer areas, washroom/showers, exercise rooms and recreation areas.			

## SAFETY FEATURES

In addition to the requirements and considerations of the building code, fire code, occupational health and safety act, the following factors should also be considered:

- apparatus floors should not be too smooth or slippery;
- doors should not swing into paths of travel;
- pathways between furniture in offices should be open and straight;
- driveways for responding apparatus should be separate from driveways for business traffic;
- there should be effective pathway lighting inside and outside the building;
- proper ventilation for all areas;
- stairway steps should have nonskid treads;
- shower areas to have nonskid floors;
- safety fountain for eye washes should be installed;
- a security key system should be provided; and,
- automatic alarm/detection/extinguishing systems.

## MATERIALS

Fire station designers should consider building materials that will give long life, reduce maintenance, conserve energy and foster safety for the occupants.

Those materials should include, but not be limited to:

- stable low maintenance exterior materials (e.g., pre finished metal or brick);
- insulated exterior walls and roof;
- double (triple) glazed windows and fewer windows;
- insulated doors with fewer windows;
- metal insulated exterior doors;
- a pitched roof for more effective run off;
- automatic alarm and detection systems; and
- hard surface or wainscot surface in apparatus area.

## LIGHTING AND POWER

An emergency generator is a must. It should have capacity to supply power for interior pathway lighting, apparatus area doors, radios, telephones, fuel pumps, heating systems, fire alarm systems, some defined room lighting and some wall outlets to operate equipment required in an emergency. The generator should have an automatic starting capability and should be located inside the building in a separate room. the type of fuel for the generator should be considered. Emergencies can disrupt the normal electrical power supply for a long period of time. Natural gas lines could break. Bottled gas, or a separate fuel tank could be possible solutions.

A Multipurpose room should have an area or stage lighting for audiovisual presentations and speakers; area lighting with intensity control is usually more effective.

Extra high intensity lighting should be provided for maintenance and repair areas.

Outside the station, pathway lighting should be installed, preferably on a timing or light sensitive switch.

If there is an outside training area, there should be sufficient lighting for those functions and for the parking lot.

Inside the station, three way switches should be provided for rooms with more than one door.

Some interior lighting should come on automatically when an alarm is activated.

## HEATING

Zone heating is preferred, so those areas not being used can have temperatures reduced.

Timed temperature controls are advisable particularly in volunteer stations that are unoccupied other than for alarms, training sessions, etc.

Slow ceiling fans are effective in some areas, particularly the apparatus area.

More than one hot water tank may be necessary to reduce the lengthy piping necessary to move hot water where it is required. The size of the tank(s) is also important.

## COOLING

Air conditioning is no longer considered a luxury. Comfortable employees work more effectively, so air conditioning, at least in parts of the building, should receive some priority.

## COMMUNICATIONS

Communications is the most misunderstood function in a fire station. Each department has to determine its needs, but there are some common specifications to consider:

- a public address or paging system is a must, particularly in a large building. Keep it separate

- from other systems;
- an additional relay should be installed to turn off kitchen stoves, ovens and appliances when an alarm is received. This relay can be connected to a radio toning system or any other system used in responding to an alarm;
- radio controlled apparatus door closures are recommended; Timing devices are recommended because of accidents occurring with automatic timed closures;
- Outside speakers (with on/off switches) may be required for outside training areas; and,
- Paging and alarm speakers should be installed in all areas of the station.

## SIZE OF PROPERTY

The width of the property must:

- allow for drive around or drive through operations and parking;
- allow enough space for buffer of landscaping that is pleasing to neighbours and the department;
- allow adequate side yard parking; and,
- permit the infusion of effective anti noise and anti bright light buffers.

The depth of the property must:

- afford enough space to hold the longest apparatus to be used at the station without projecting onto a sidewalk or street;
- allow for visitor and employee parking;
- allow for rear training area, if needed and planned;
- have enough space for landscaping, including a rear buffer area; and,
- allow rear access to a drive through bay or bays.

When making decisions about the above design factors, consideration should be given to:

- public use of parking spaces;
- the entrance to a public meeting room;
- public walkways;
- staff and spare vehicle parking;
- training class parking; and,
- the amount of exterior training space.

## OUTSIDE CONFIGURATION

When planning the outside configuration of a station and the property, there are several factors to consider, including:

- building location on property;
- vehicle circulation and parking space for double crews, public vehicles and some fire department vehicles;
- gasoline and diesel fuel storage;
- if a dumpster is used, a space for garbage trucks must be assigned;
- recreation;
- training area: paved area by hose or dill tower; consider conflicts with parking and/or

- recreation;
- fire hydrants: a training hydrant with a return pit may be desirable if public hydrants are too far or not accessible;
- lighting;
- signs;
- landscaping;
- fire alarm: if the department needs an alarm box on the outside of the building for alerting fire fighters, this should be planned;
- building configuration;
- storm water;
- electrical conduit for future outside use should be considered; and,
- driveways (ramps/aprons): a driveway should not allow vehicles to enter the flow of traffic within 150 feet of a traffic signal, when the signal will back up traffic in front of the driveway.

## SPECIAL CONSIDERATIONS CHECKLIST

### 1) Offices

- furniture;
- radio, remote (so administrative staff may monitor emergency operations);
- drinking fountain;
- telephone outlets;
- cable television connections;
- bulletin boards;
- trophy case;
- storage cabinets and closets; and,
- computer work stations.

### 2) Dispatch/Communications

- wall space for maps and bulletin boards;
- traffic light control;
- fire alarm controls;
- telephones;
- radios;
- writing space (drawers for forms);
- computer aided dispatch operations;
- chalkboards;
- antenna conduit to roof area;
- three way switches;
- fuel pump switches;
- low maintenance flooring; and,
- acoustical considerations.

### 3) Kitchen

- stove of adequate size;
- tables and chairs;
- refrigerator;

- double sink;
- adequate cabinets;
- effective ventilation;
- low maintenance flooring;
- food lockers; and,
- broom closet.

4) Multipurpose Room

- screen for films, slides, etc.;
- special lighting;
- good acoustics;
- separated by doors from rest of facility;
- blackout capability for films, etc.;
- ventilation fan;
- cable television connection;
- chalkboard;
- tack board or strips for displays;
- furniture storage; and,
- coat rack.

5) Station Officer's Room

- lockers;
- telephone;
- furniture; and,
- computer work station.

6) Apparatus Area

- floor sloped for water drainage, drain under each vehicle; drains should empty into a separator(outside of building)
- floor smooth enough to clean but rough enough to prevent slipping;
- apparatus doors at least 14 x 14; 12 x 12 can be used but remember that an 8 foot vehicle with 14" mirrors on each side will leave only a 6" clearance;
- separate heating system;
- radio controlled door controls next to doors;
- a mop sink;
- an emergency shower and eye wash;
- electrical connections for battery chargers;
- electrical connection for hose dryer;
- a dryer room for protective clothing, salvage covers, etc.;
- space for sliding pole, if required;
- high scoff board for ladder training;
- drinking fountain;
- motor operated doors with manual override;
- duct system for vehicle exhaust;
- large slow moving ceiling fans; and,
- air line for apparatus brakes, if required.

## 7) Workroom

- workbench at least 8' long;
- storage cabinets;
- washer/dryer;
- large capacity duplex outlets;
- floor drain; and,
- exhaust fan.

## 8) Hose/Training Tower

- drying racks;
- power or manual hose raising machine;
- floor drains;
- waterproof lights, outlets and switches;
- standpipe;
- sprinklers on one floor (for training);
- wood surfaces where ladders are used;
- ventilation (gravity and power);
- regular stairways if training area, or ship's ladder to roof with oversized door (use safety cage around flat wall ladder if tower used only for hose);
- safety rails in hose hanging area;
- roof designed for walking;
- safety rope holder on roof ("O" ring);
- drains on each floor;
- minimum window openings of 3.5' x 5.5' (if used for training); and
- two doors at ground level (if attached to fire station); one leading to the inside of the building and the other to the outside.

## 9) Dormitory

- separations (4 feet) between beds;
- ventilation fan with timing switch;
- area for cleaning supplies;
- located away from public area;
- linen storage area; and
- large lockers.

## 10) Showers/Toilets

- floor drains;
- separate male/female facilities;
- low maintenance walls and floors;
- ventilation fans on timers;
- benches in locker area;
- drinking fountain;
- water restrictors on shower heads; and
- wall hung water closets for easy maintenance.

## 11) Lounge

- cable television connection;
- television and V.C.R.;
- furniture; and,
- bulletin boards.

## 12) Repair Garage/Area

- large storage area for tires, etc.;
- vehicle lift;
- workbench;
- tool storage;
- space for special equipment; and,
- compressor.

## 13) Outside

- curbs;
- cement pad by fuel pumps;
- electrical outlets;
- cement pads in training areas where ladders will be used; and,
- drains and catch basins.

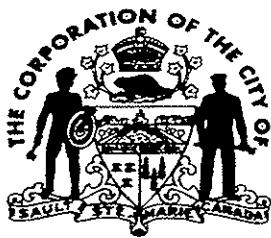
## 14) Miscellaneous

- key system or coded locks;
- doorbells;
- electrical outlets high on walls for clocks;
- water faucets inside apparatus area and outside building; and,
- separate exercise room near shower/locker area.

6(1)(a)

Fire Chief Lynn D. McCoy

Division Heads:  
Paul Milosevich - Prevention  
Marcel Provenzano - Suppression  
David Stokes - EMS  
Jim St. Jules - Support Services



Emergency Direct "911"  
Emergency Phone (705) 949-3333  
Business Phone (705) 949-3335  
Fire Prevention Phone (705) 949-3377  
Emergency Medical Services (705) 949-3387  
Fax Phone (705) 949-2341

**FIRE SERVICES**  
72 Tancred Street  
Sault Ste. Marie, Ontario  
P6A 2W1

December 11, 2006

Mayor John Rowswell and  
Members of City Council

**Re: Development of the former MTO Site as an Emergency Response Centre**

**Background**

There have been two previous reports to Council regarding development of the former MTO site as a major Fire/EMS facility to replace the existing #4 Fire Station located on Old Garden River Road.

Based on the recommendations contained in the last report dated January 12 2004, Council passed a resolution supporting development of the former MTO site for use as a Fire/EMS facility and authorized staff to commence the design phase of the renovation project. Council also approved severing, rezoning and marketing the balance of the property in order to generate revenue for funding the project as proposed in the business case.

**Project Update**

- The detached garage complex at the rear of the main building on the former MTO site was fit to occupy immediately when the City assumed ownership of the property. The current estimated replacement value of this stand alone storage facility is 1.34 million dollars. It has proved to be a valuable asset for a number of City departments and our Police Service while averting additional capital expenditures for storage buildings in these areas.

The Transit Division has established their parking meter repair operation in one bay; Police Service is occupying five bays for equipment storage plus a Specialized Tactical training facility; PWT Parks Division occupies two bays for storage of their seasonal maintenance equipment; Fire Services is using the remainder of the bays to store ambulances, hazardous materials response equipment and supplies, fire apparatus and other miscellaneous equipment.

Fire Services has also been using the open, paved space between the two buildings to conduct numerous training programs including auto extrication, pump training, foam training, aerial training, etc. This has been very beneficial to our operations. Hands-on, practical training is accomplished without compromising our emergency response capabilities or disturbing the surrounding inhabitants.

- The City has for some time, had an agreement with the Ministry of Health and Long Term Care (MOHLTC) and the Sault Area Hospital (SAH) to relocate the Sault Central Ambulance Communications Centre (CACC) from its present site at Sault Area Hospital to the former MTO site.

Recently, MOHLTC officials met with City staff and visited the site. They were impressed with the site potential for relocation of their CACC. Further, they were very supportive and complimentary of the overall plans the city has for an integrated Emergency Services Facility to serve our community. Ministry officials believe the City's plans for integrating services and the synergies to be gained are forward thinking and will become a model for other communities to follow in the future.

Following our meeting and the site visit, MOHLTC representatives advised they will be making a financial commitment to cover the costs for the lease hold improvements to accommodate their CACC in the former MTO site and enter into a long term lease agreement with the City conditional on the project proceeding in 2007.

Based on the space allocated for the CACC (3,720 sq. ft) and the current lease rates (\$18 - \$20 / sq ft.), the City can anticipate ongoing revenues of \$66,960 to \$74,400 annually from this arrangement.

The Ministry's written commitment has not been received in time to include in this report. Hopefully, the information will be received in time to be provided to Council as an addendum to this report.

- Staff have applied, and been successful, in securing JEPP funding of \$10,000 to be used toward installation of the necessary emergency electrical generator needed for the facility. However, the grant is only available once the work is complete. Staff have once again applied for JEPP funding for 2007 in anticipation of Council authorizing the project to proceed. Unfortunately, other than the JEPP Grant there are no other government funds available to support the project at both the provincial and federal levels.
- Regarding future traffic flow concerns and their impact on the development of the former MTO site property, the Great Northern Road Capacity – Environmental Assessment Report has been completed and is awaiting environmental assessment approval from the MOE. The environment assessment did not identify the Willow Street extension as the preferred alternative.
- The design phase for the renovation project is now complete with expenditures totaling \$54,691 including updated cost estimates. This amount is well below the \$70,000 budget amount identified within the Fire Capital Equipment reserve account to cover costs for this portion of the project.

- Attached for the information of Council, are the Consultant's drawings of the overall site plan design, the detailed interior layout of the multi-use emergency services facility and a rendering of the building exterior. The current estimated budget cost to complete the renovations is \$2,296,183. Included in the estimates are the costs to complete the renovations to house Fire/EMS operations currently operating from the existing #4 Fire Station; a properly equipped mechanical maintenance area for servicing both the Fire and EMS apparatus and equipment; a multi-use area equipped and ready to serve as the City's Emergency Operations Centre (EOC) in the event of major community emergencies; a controlled access road from the site to Northern Avenue for emergency vehicles; a dedicated and properly serviced area ready to accommodate the Central Ambulance Communications Centre (CACC) under a lease agreement with the Province.

### Plan Revisions

- The original business case to fund the renovations of the former MTO site relies heavily on anticipated revenue from the sale of surplus property at the site. Unfortunately, there has been no movement on the sale of surplus property.
- Two of the three parcels of property (those fronting on Northern Avenue) have been taken off the market as a result of interest expressed by Sault College. Rezoning of the remaining surplus parcel property behind the Sutherland Group facility has also negatively impacted on the appraised value of the property and created further challenges with respect to the original approved business case.
- Understandably, removing much of the surplus property from the market and rezoning the third portion are decisions that have adversely affected the original business case to fund this project and have necessitated a revision to the funding model. Therefore, Fire Services' staff have referred the matter to Financial Services for direction and recommendations for the consideration of Council.
- The original business case also anticipates revenue from the sale of the existing #4 Fire Station. The City has now received a written expression of interest to purchase the property but cannot further proceed to negotiate with the interested party until Council gives its approval to the revised funding recommendations of the Commissioner of Finance.

Appearing elsewhere on your agenda is a report prepared by the Commissioner of Finance that details the revised business plan to fund the renovations. Although the business case has needed revision for the reasons noted previously, the advantages of renovating the site have not diminished.

- The City already owns the property and buildings. New, dedicated sites for a fire station, ambulance base and storage facilities for other City departments, as well as the Police Service do not have to be built. This translates to ongoing savings to the City.

- The location of the site is ideal for the intended purposes. It maintains the strategic location of the fire station in the most rapidly developing area of our city. Further, the site has easy access to major traffic routes and arterial streets for safe and rapid deployment of fire and ambulance resources.
- The existing buildings are well suited for the intended purposes and require only renovations rather than costly new construction. As noted in the attached Consultant's report, the estimated savings and benefits of renovating compared to new construction amounts to 3.63 million dollars.
- There are also considerable long-term benefits to the City in terms of the anticipated revenue to be generated from the leasing arrangements with the Province to accommodate the Central Ambulance Communications Centre.

### Recommendations

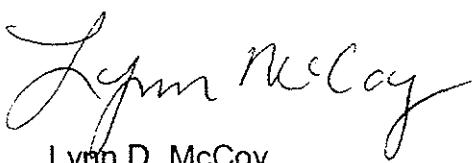
As noted in my previous reports, the City of Sault Ste. Marie made a very good investment by acquiring the former MTO site. Staff have followed the plans and recommendations approved by Council to move this project toward fruition.

They have been successful in sourcing all available provincial and federal government grants and have developed strategies for generating ongoing revenue through lease arrangements with the Province.

The design phase is completed and the design drawings clearly confirm the site is ideally situated for use as a major centralized, multi-purpose emergency operations facility that will benefit the City and its residents for many years.

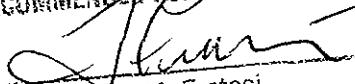
Given that there is a limited opportunity to seriously negotiate the sale of #4 Fire Station with the current purchaser and further, to capitalize on the Province's interest in establishing the CACC within our new Emergency Services Centre, I respectfully recommend Council support the recommendations contained in the revised funding proposal of the Commissioner of Finance and that Council authorize staff to proceed immediately with the renovation portion of this project and finally provide the much anticipated, much needed, permanent accommodation for the City's integrated Fire/EMS operations.

Respectfully submitted,



Lynn D. McCoy  
Fire Chief

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

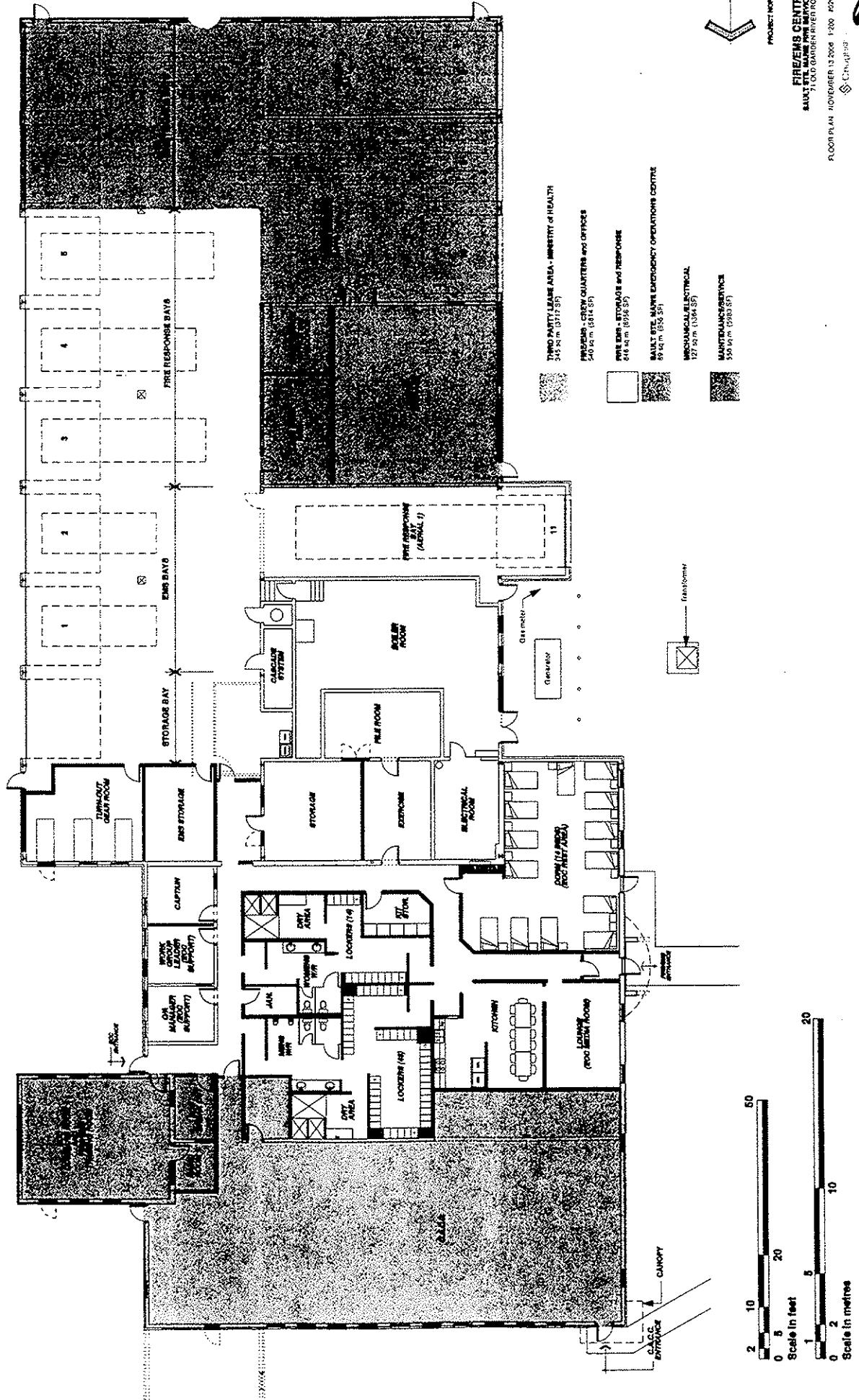
Attachments

FIREMEN'S CENTRE  
SAULT STE. MARIE  
710 CLAYTON ROAD  
PERSPECTIVE VIEW NOVEMBER 19 2008 #02024  
© C. LUCAS

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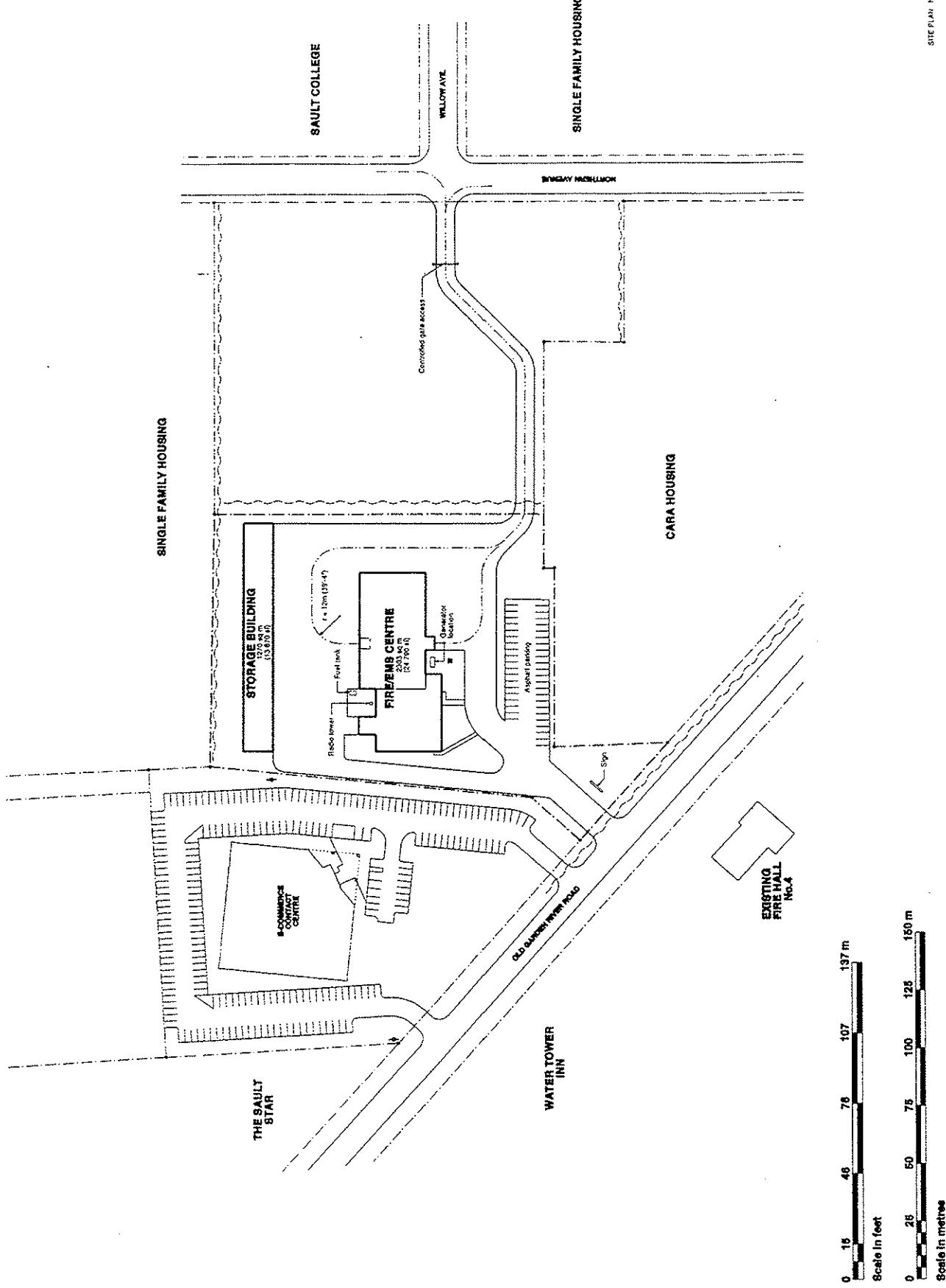
SAULT STE. MARIE FIRE SERVICES  
FIREMEN'S STATION NO.4

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**FIREMEN'S CENTRE**  
**SAIN'T STE. MARIE, P.Q., CANADA**  
**71, QUAI SAINT-CHARLES, RIVER ROAD**  
**SITE PLAN NOVEMBER 13 2006 1:1500 #07024**



6(1)(a)



Tuesday, November 28, 2006

**Sault Ste. Marie Fire Service**

**Attention: Chief Lynn McCoy**

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**Reference**

File No.: 02024

File Name: Fire/EMS Old Garden River Road

Enclosures:

Copies to:

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On November 15, 2006 we provided budget estimate costs totaling \$2.3 million for the planned renovation and upgrade of the existing building on the old MTO site.

This budget projection provides for the conversion of the existing building to a current level and one that functions effectively as:

- a replacement for #4 Firehall,
- EMS facilities for the storage, servicing and dispatching of the ambulance fleet,
- maintenance and service facilities for Fire/EMS vehicles and
- a new Emergency Operations Centre.

The cost effectiveness of the conversion can be measured by a comparison of the renovation/upgrade estimated cost to the estimated cost a new building on a suitably located site.

In comparing the upgrade budget to a "build new" cost there are considerations of:

- The actual vs. required building size
- Costs included within the renovation budget that are not within a typical new building.
- Comparing a new building and its systems to a used building and its systems
- Other benefits of this site or costs built in to the \$2.3 million budget

**1. Building size and space utilization:**

- a. The existing building is 24,790 SF. We have prepared sketch plans for the use of this space that result in the following:
  - i. The Fire/EMS and EOC (Emergency Operations Centre) fully utilize 21,073 SF.
  - ii. The remaining 3,717 SF is available for rental/lease to a third party. The Ministry of Health has some expressed some interest in this space, and it has been space planned for the CACC but for the purposes of the analysis, it is assumed that it is surplus space.

The comparable new cost therefore should be based on a building of 21,000 SF.

Our estimate of a new construction \*cost is \$185/SF or \$3.885 million.

\*Costing resources:

1. Experience/judgment \$185/SF plus site work plus fees and

2. Hanscomb Yardsticks for Costing 2002 \$154/SF (add say 15%) plus site work (includes fees) and

3. RS Means 2006 \$116-151 (US) or \$140-\$181 plus site work.

Assumed comparable cost for 2007, new construction: average \$185/SF

## 2. Additional Costs Consideration

- a. The \$2.3 million budget includes approximately \$400,000 for equipment costs (stand-by generator, compressor, fuel storage, lifts) that are not included in the new site/new building costs.
- b. Site costs are not included in the SF cost estimates. The \$2.3 million budget estimate includes approximately \$125,000 plus mark-ups for access to Northern Avenue. A typical site cost for a new building would be about 20% of construction cost, say \$400,000. Add approximately \$275,000 to make a direct comparison.
- c. Professional fees on a new building/new site would be typically 6-8%. On a capital cost of say \$4 million add be approximately \$300,000.

Total additional costs \$975,000

## 3. Used vs. New

- a. The renovation budget includes a new treatment of all exterior walls including added insulation, new windows and man-doors. The existing overhead doors will be reconditioned. The crew quarters and office/administration areas are all new. The electrical service is new and lighting will be new.

There will be components within the renovated/new building that will not be new. The budget assumes maintenance of the existing roofing, boilers, overhead doors, some HVAC systems. These components were all new in about 1990 and are in good condition but do have an assumed life expectancy of say 20-25 years.

Assuming replacement cost over the next 5 years of say, roofing \$400,000, boilers \$200,000, overhead doors \$50,000, misc. items \$100,000, might reduce the direct cost comparison by \$0.75 million over five years.

## 4. Other considerations:

- a. The 3,717 SF of potential lease space has not been considered in the cost analysis although costs for upgrading outside walls and entrances have been included in the budget cost. At say \$100/SF (cost before tenant improvements) the lease space has a new value of \$371,700.
- b. The cost of direct access to Northern Avenue, as provided by Public Works, including gate control access, traffic signal controls, ditching and roadway, with bike path has been included in the budget estimate. Other sites may require similar expenditures if they are not on major routes. Amount included: \$115,000.
- c. The existing separate storage building is 13,463 SF. At \$100/SF it has a replacement value of approximately \$1.34 million.

In my opinion, the cost comparison of renovate/upgrade to new can be summarized as follows:

#### **Renovation/Upgrade Costs**

Renovate/upgrade the existing building	\$2.3 million
Add allowance for systems replacement	\$0.75 million
Comparable total for renovation upgrade	\$3.05 million

#### **New Construction Costs**

Build new 21,000 SF	\$3.885 million
Add allowance for equipment/ site/ fees	\$0.975 million
Comparable total for a new building	<u>\$4.86 million</u>

Subtotal/Difference = estimated direct savings by using existing building      \$1.81 million

*A single storey, non-combustible building shell of 24,790 SF with site servicing, foundations, structural roof and framing and cladding, basic heating system, and basic electrical service, would be about \$50-\$75 per SF or a capital cost of \$1.24 to \$1.86 million. This reasonably agrees with the conclusions reached here.*

#### **Other Considerations**

Value of potential lease space	\$0.37 million
Fire Department controlled access to intersection	\$0.11 million
Value of adjacent storage building	<u>\$1.34 million</u>
Sub-total additional benefit of this site	<u>\$1.82 million</u>
<b>Total – Estimated Savings and Benefits of re-use of this site</b>	<b><u>\$3.63 million</u></b>

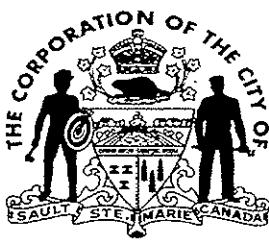
I trust this analysis is sufficient for your present purposes. If you have questions, please call.

  
 M. Bruce Caughill, P.Eng., OAA  
 Consulting Engineer and Architect

6(1)(a)

Fire Chief Lynn D. McCoy

Division Heads:  
Paul Milosevich – Prevention  
Marcel Provenzano - Suppression  
David Stokes – EMS  
Jim St. Jules – Support Services



Emergency Direct "911"  
Emergency Phone (705) 949-3333  
Business Phone (705) 949-3335  
Fire Prevention Phone (705) 949-3377  
Emergency Medical Services (705) 949-3387  
Fax Phone (705) 949-2341

**FIRE SERVICES**  
72 Tancred Street  
Sault Ste. Marie, Ontario  
P6A 2W1

December 11, 2006

Mayor John Rowswell and  
Members of City Council and Council

**RE: Development of the former MTO site as an Emergency Response Centre  
Supplementary Report**

The following supplementary report is provided to Council in response to concerns raised by the Mayor regarding the former MTO site renovation project and published in the Sault Star on Thursday December 7, 2006. I, too, was contacted by a reporter from the Sault Star but refrained from making any comments because my report would not be before Council until its regular meeting December 11, 2006.

The Mayor stated he would like to see the whole site used for the College's (Sault) growth. I wish all Councillors to be aware that City Council and staff have been very cooperative with Sault College through this entire process and have addressed all concerns raised by the College to accommodate their requests and any interest expressed regarding the surplus property remaining at the site.

While we acknowledge that the Mayor has always been opposed to this project, City Council did approve this project in 2004 and has set aside monies to fund the project in two consecutive budget years, in the hope that the sale of the surplus lands would make up the difference to complete the renovations.

The Mayor stated in the article he is "very supportive of a brand new facility." If City Council is not prepared to proceed with this project as per the recommendations of staff and as approved previously by City Council, then I respectfully request funds be set aside immediately for a new facility as supported by the Mayor. However, I caution Council that the funds required for a new facility to accommodate the requirements of our Fire/EMS operations and the various other departments within the City's operations and the Police Service will come with a substantially higher cost to the taxpayers of our community.

The Mayor was also quoted as saying "my gut feeling is that this is a bad decision and those buildings should get the wrecking ball." I respectfully bring to the attention of Council that staff made our recommendations based on objective opinions provided by

the engineering and architectural firm that was contracted to assess the buildings. The engineering firm determined the following:

1. The site is ideally located to accommodate community response requirements for Fire and EMS response.
2. The existing buildings are structurally sound and cost effective to renovate versus new construction.
3. The buildings are functionally suited to the storage and servicing of Fire/EMS vehicles and equipment.

Based on this assessment it was determined that it would be a wise decision to renovate the existing structures and City Council ultimately confirmed that opinion and approved the plan to proceed with the project. As contained in my report appearing elsewhere on the Council agenda, Council's decision was validated recently when the Ministry of Health officials and their design consultants visited the site. They were so impressed with the building they will be recommending the Province make a financial commitment to cover the renovation costs to relocate their Central Ambulance Communications Center into this facility and enter into a long-term lease arrangement with the City.

While the current estimated budget costs to complete the renovations have increased from the original estimates provided to Council in my January 2004 report (comparison information attached), the total estimated savings and benefits of renovating this site versus new construction (3.63 million dollars) have also escalated. Given that the savings are substantial they cannot be ignored.

The article also reported that the Mayor believes that the existing structures do not comply with new building codes; is too large for the operation; and is not energy-efficient. The Mayor is correct; the existing building does not meet current building code requirements. However, once the renovations have been completed the building will meet any necessary code requirements and in doing so, will also address the Mayor's concerns with respect to energy efficiency.

I respectfully refer Council to the drawings that have been provided with my report. Fire Services have grown from an operation of 101 employees in 2001 to an Integrated Fire/EMS organization of 137 employees providing services not only in the City of Sault Ste. Marie but also the surrounding district. Along with a 33% increase in staff, has come a considerable amount of apparatus and equipment that needs proper storage and maintenance. I can assure the members of City Council the space is not too large and in fact, will be well utilized by the different City Departments, our Police Service and the Ministry of Health. In addition the space allocated to house the CACC will benefit the City financially for many years to come and create synergies amongst our allied Emergency Service providers.

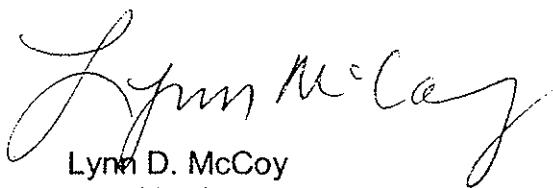
6(1)(a)

The Sault Star article also made reference to the 100 foot tower to be erected on the site. Currently, Fire Services has a tower located across the street from the MTO property at the existing #4 Station totaling 122 feet. There are also several other towers in the immediate vicinity that are at least 100 feet or more in height. Fire Services are also erecting towers at #2 and #3 Fire Stations to provide improved radio communications for health and safety of the public and our emergency responders.

Reference was also made in the news article that there has not been any public or stakeholder consultation. Meetings were held with the neighbours and Sault College representatives at the onset of this project to address any concerns they may have with respect to the City's plans for the site. As well, other stakeholders including the City's emergency Planning Committee (of which the Mayor is a member), the City's Police Chief, the District of Sault Ste. Marie Social Services Administration Board, the Algoma District Services Administration Board, Ministry of Public Safety and Security, the Sault Cycling Club and other City Departments were consulted and provided letters of support for the development of the site as a major multi-purpose Emergency Operations Center. This information is captured in my report of January 2004.

In conclusion, I was instructed in the spring of this year to bring back to Council an updated report on the progress of this project including a clear plan to address any financing issues. We had no reason to suspect that Council would reverse its original approval for this project. Staff have followed the direction of Council and the report and recommendations to bring this project to fruition is before you tonight.

Respectfully submitted for the information and consideration of Council.



Lynn D. McCoy  
Fire Chief

Attachment

  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

6(1)(a)

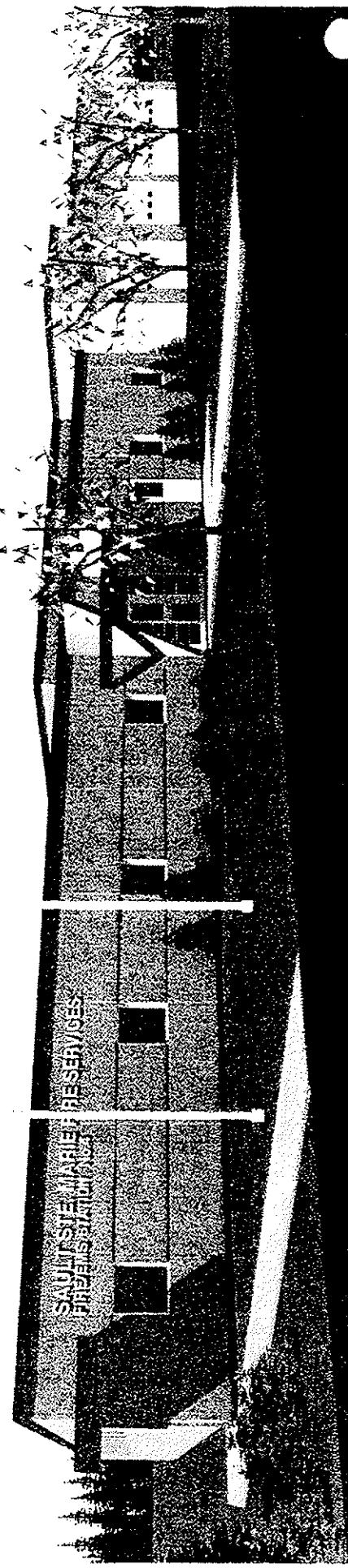
File 02024 Fire/EMS

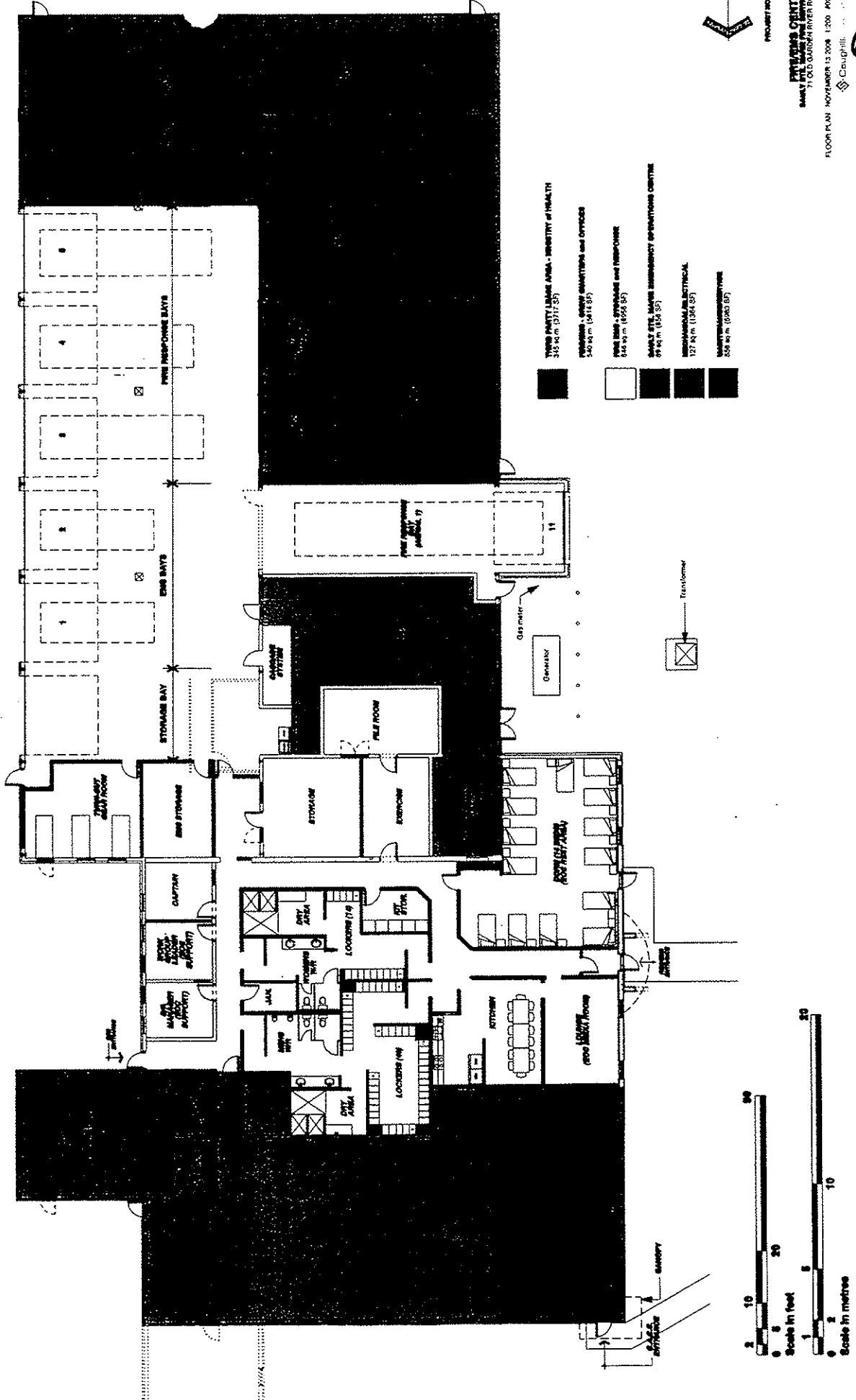
Difference between January 2004 presentation to Council and current estimate

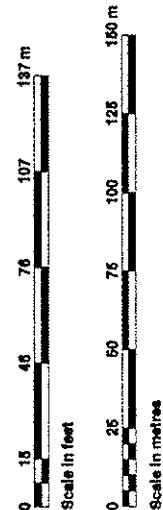
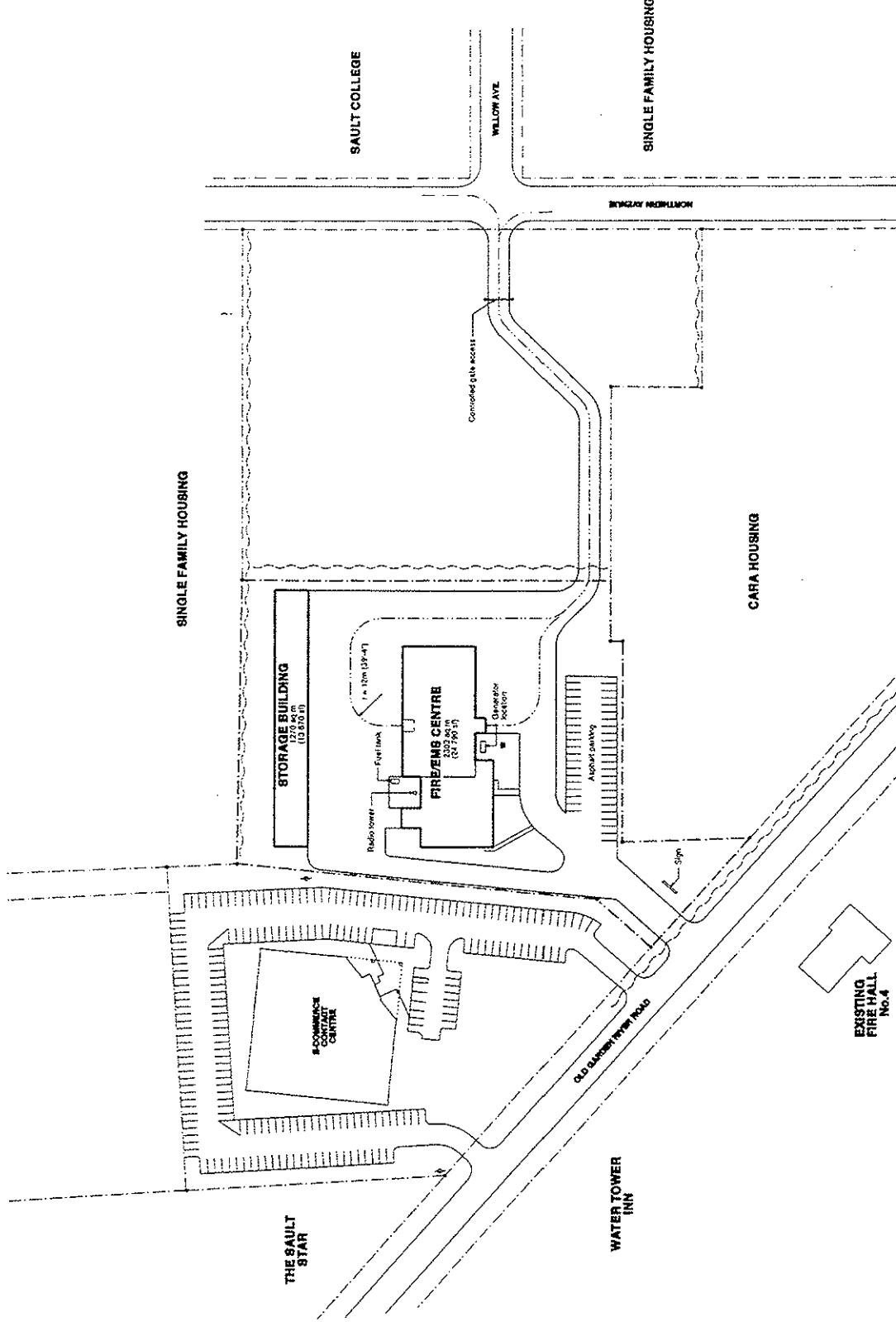
January 2004 estimate	\$ 1,326,166
Current Estimate	<u>\$ 2,296,183</u>
Amount estimate increased	\$ (970,017)

	2004	Current	Difference
Inflation @ 8%	\$ -	\$ 120,000	\$ 120,000
Update of allowance for equipment			
hoist	\$ 90,000	\$ 188,500	\$ 98,500
generator	\$ 75,000	\$ 110,000	\$ 35,000
compressor	\$ -	\$ 10,000	\$ 10,000
communication tower	\$ -	\$ 20,000	\$ 20,000
allow for relocate Cascade system	\$ -	\$ 2,500	\$ 2,500
access to Northern Ave.	\$ 50,000	\$ 115,000	\$ 65,000
demolish old battery room	\$ -	\$ 10,000	\$ 10,000
asphalt repair	\$ -	\$ 20,000	\$ 20,000
allow for landscaping	\$ -	\$ 10,000	\$ 10,000
entrance for lease area and windows	\$ -	\$ 15,000	\$ 15,000
mold removal	\$ -	\$ 20,000	\$ 20,000
renovate Bay 1 - to provide for Base Hospital	\$ -	\$ 48,000	\$ 48,000
misc items duplicated in furniture budget	\$ -	\$ 15,000	<u>\$ 15,000</u>
subtotal			\$ 489,000
add Gen Cont supervision, small tools, OH & Profit @15%			\$ 73,350
add contingency @5%			\$ 28,118
add permits and insurance	\$ 9,000	\$ 40,000	\$ 31,000
add prof fees @12%			<u>\$ 70,856</u>
Subtotal of items added or changed from original est.			\$ 692,324
add overhead and fees not allowed in original estimate for equipment			<u>\$ 30,000</u>
Total of identified items			\$ 722,324
Balance is the result of refining the design and a detailed cost estimate			<u>\$ 247,693</u>
			\$ 970,017

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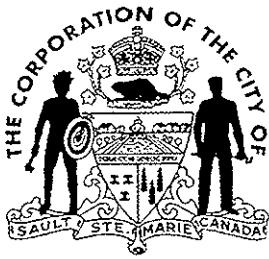




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6(1)(a)

**William Freiburger, CMA**  
Commissioner of Finance  
and Treasurer



Finance Department

2006 12 11

Mayor John Rowswell and  
Members of City Council

**Re: MTO Site Financing Plan**

This report will outline a financing plan for the proposed MTO site. Caughill Consulting provided a cost estimate for the project and the details are contained in a report by Fire Chief McCoy. The cost estimate includes road access to Northern Avenue.

Expenditures	\$ <u>2,300,000</u>
Revenues	
Sale of #4 Fire Station	\$ 250,000
MTO Site Reserve	658,162
Other City Funding	<u>1,391,838</u>
Total Revenues	\$ <u>2,300,000</u>

**Sources of City Funding**

The sale of the #4 Fire Station is expected to provide \$250,000 of revenue and I understand there are currently negotiations for the sale of the property.

This above listed plan would release all of the other lands on the MTO site for sale for other municipal purposes.

In 2005, Council transferred \$533,162 of the 2004 surplus to a reserve for the MTO Site. During the 2006 budget deliberations, Council approved an allocation of \$125,000 to the MTO Site reserve to bring the total reserve balance to \$658,162.

Operational savings from the closure of #4 Fire Station will result in adjustments to the Fire Department budget when they are realized.

After the above two revenue sources are considered, a balance of \$1,391,838 remains to be funded. The following options are listed for consideration and a recommendation is provided.

### **Option 1 – Existing Capital Levy**

The last debt payment of \$311,290 relating to a 1994 infrastructure program was paid in 2006. This amount was included in the 2006 tax levy.

An option is to continue this allocation for the next 4 years (2007 to 2010) to finance the renovations of the former MTO site for use as a Fire / EMS centre.

This four-year allocation will provide \$1,245,160 with a remaining balance of \$146,678 to finance from other sources.

The report of Fire Chief McCoy indicates that the renovated facility will house the Sault Central Ambulance Communications Centre (CACC). Our current assumption is that the Province will finance the leasehold improvements for the CACC.

By 2008, the City is expected to be receiving rental income in the range of \$66,960 to \$74,400 per year. This revenue will be allocated to the project for a three year period to finance the remaining balance.

The impact will be that no additional budget increases will be required.

### **Option 2 – Additional Tax Levy**

If the capital levy reduction in Option 1 was allocated for other purposes, the remaining balance of \$1,391,838 could be added to the tax levy over 4 years. The annual increase will be \$347,959 and will be partially offset in 2008 and beyond with rental income from the CCAC. This will result in a property tax increase of .375% per year based on the assumption of a net annual cost of \$300,000 and each one percent increase in taxes will generate approximately \$800,000 of revenue.

6(1)(a)

### Option 3 – Additional Debt

Issue additional debt for the remaining balance of \$1,391,838. Our present debt plans do not include this project and at current debt levels I would not recommend additional issues at this time.

### Option 4 – Reserves

Reserves and reserve funds are allocated for specific projects and functions. The amount of this request would require a change of use of a major reserve which includes such reserves as waste disposal site, winter control or cemetery reserve fund.

Due to our current debt levels, I would recommend we not change the use of any of our current reserves for this project.

### RECOMMENDATION

Given that Council has authorized this project, and given the current opportunity for the CACC and the sale of #4 Fire Hall, Council approve the use of funding within the 2006 capital levy to finance the MTO site renovations over a four year period, and further that rental revenue for the CACC be used to finance the balance of the project. (Option1).

Respectfully submitted,

W. Freiburger, CMA  
Commissioner of Finance and Treasurer

WF/kl

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer



2007 01 29

**MAYOR JOHN ROWSWELL,  
MEMBERS OF COUNCIL**

**RE: Youth Strategy Officer Information Update**

**Introduction**

This report serves to update Council on research completed in respect of the funding opportunities available to cover the costs related to the Youth Strategy Officer position.

**Action**

The Sault Youth Council has expressed that the Youth Agenda needs to be considered as a long-term strategy.

Funding envelopes of varying financial compensation are potentially available; however there are no long-term programs that will ensure the continuity of scope of work expected from this position.

Short Term funding envelopes include:

- The Opportunities Fund through Human Resource Skills Development Canada (HRSDC) to employ persons with disabilities
  - May cover 100% funding if the successful applicant meets the eligibility criteria.
  - Looks more favourably on applicants who provide some cost sharing and a commitment to hire the candidate following the contract. In the past, HRSDC has considered one-year contracts but usually the contracts are of a much shorter duration.
  - The successful applicant must be selected prior to application for funding which could delay the hiring process significantly.
- Youth Internships through either FEDNOR or NOHFC offer a conditional contribution of up to 90% salary dollars to a maximum of \$27,500 on a one-year contract for recent Northern Ontario Graduates.
  - Eligible applicants must have completed post secondary education in a field related to the work placement.

6(1)(b)

- o Funding applications will be given more consideration if the internship may result in a full time permanent job.

I contacted Ron Cantin, Program Manager, North and East, Trillium Foundation to discuss potential application. While A Trillium grant is a potential source of longer term funding it has restrictions including:

- o A requirement to establish a partnership with a Not for Profit organization to champion the project (as our population exceeds the eligibility criteria).
- o Scope of grant addresses sports and recreation or arts and culture areas

In discussion with John Luszka, Commissioner of Human Resources a salary at the Non Union Level 1 range (\$37944 - \$45,182) would ensure maximum funding consideration. A salary commensurate with the job description (attached) should ensure that a qualified individual is considered. The recommended job description was defined through the Youth Opportunities Assessment Project (YOAP) and certainly supports the pursuit of an applicant with significant skills. A one-year contract relying solely on available external funding sources however, would not be sufficient to establish the position and develop community partnerships to ensure that youth needs are addressed in a sustainable manner.

### **Recommendation**

- That Council accepts this report as information
- That Council consider funding for a long term employment commitment to a Youth Strategy position during its 2007 Budget Deliberations.

Submitted for Council approval.

Respectfully Submitted,



Lynn Rosso,  
Social Services Department

Recommended for approval,



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

Kim Streich Poser

6(1)(b)

Commissioner,  
Social Services Department

6C1)(b)

**CITY OF SAULT STE. MARIE**  
**JOB DESCRIPTION: MANAGEMENT / SUPERVISORY / NON-UNION**

**JOB TITLE:** Youth Strategy Officer  
**DEPARTMENT:** Social Services  
**JOB GRADE:** 1  
**DATE PREPARED:** June 2006

**DIVISION:**  
**DATE REVISED:**

**PRIMARY FUNCTION:**

As recommended by the Youth Opportunities Action Plan (YOAP) report, assist the City in providing better services to youth in the community between the ages of 15 and 29 by implementing dynamic and innovative initiatives for youth in the area. Liaise with other agencies that service youth in the area to ensure a coordinated delivery of youth programs consistent with the recommendations of the YOAP report.

**DUTIES & RESPONSIBILITIES:** (list)

- 1) Utilize YOAP research materials and the YOAP report, as well as other community information, the officer will create vision statements and strategic outcomes and develop a work plan.
- 2) Review, prioritize, and develop strategies to implement initiatives already identified as part of the YOAP outcomes.
- 3) Maintain the data collected by YOAP to ensure that it continues to be an up to date and useful collection of resource material.
- 4) Assist in the development of a marketing plan to expand the current use of Roberta Bondar Park and the Tent Pavilion by community groups.
- 5) Create methodology/template to measure success of initiatives.
- 6) Upgrade the existing graduate database information and promote the database to new graduates on an annual basis.
- 7) Champion and provide support to the Sault Youth Council and its initiatives.
- 8) Empower youth to become involved in both Sault Youth Council and its initiatives.
- 9) Further identify what would make our community an enticing place to live and socialize as related to youth.
- 10) Research social programming and availability for all income ranges.
- 11) Design, implement and evaluate recreational, social, and cultural activities, both structured and informal for youth in the Sault Ste. Marie area.
- 12) Coordinate and facilitate ongoing youth entertainment events such as concerts, and displays and contests.
- 13) Sit in on the meetings of various community organizations that serve youth in order to maintain a link with these service providers and ensure area youth are receiving optimum services.
- 14) Promote and raise the profile of youth and youth issues with key stakeholders in the community.
- 15) Perform other related tasks as required.

6(1)(b)

Page Two

Job Title: Youth Strategy Officer

**EDUCATION:** (minimum formal level of education and special training necessary to perform the job)

- Minimum of Community College two (2) year diploma in a related field such as Business, Social Services, Recreation and Culture, Economic Development.

**EXPERIENCE:** (minimum years of previous experience, demonstrated abilities, and specific knowledge)

- Minimum of two (2) years business development.
- Experience in a Municipal setting preferred.
- Microsoft Office programs such as Excel, Access, Internet, Outlook
- Working knowledge of general office equipment.

**OTHER REQUIREMENTS:** (additional knowledge, skills, or abilities, such as languages, licenses, satisfactory employment history, attendance record, etc.)

- Occupational Health and Safety
- Valid drivers Licence and access to a vehicle is a necessity.

**APPROVALS:**

DEPARTMENT HEAD:

DATE:

COMMISSIONER OF HUMAN RESOURCES:

DATE:

CHIEF ADMINISTRATIVE OFFICER:

DATE:

Reviewed by Job Evaluation Committee:

Date:

6(1)(b)

Janauary 9, 2007

Mayor Rowswell and Members of Council  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, Ontario

Dear Mayor Rowswell and Members of Council,

I am writing to encourage and request your support of the creation of a permanent position within the municipal structure to assist with youth issues. As you aware from my previous visits to council in support of the youth agenda in our community that this position has been filled by a number of term employees supported by various government programs and agencies such as Service Canada, Sault College and the YMCA. As of December 22, 2006 there is no longer a supported position in the community to move the youth agenda forward.

We can no longer achieve the outcomes necessary by relying on a volunteer group of concerned citizens and their respective agencies nor can we rely on one time funding sources in order to move this agenda forward. As former councilor Collins remarked the last time I was at council (and I paraphrase) this is our community and therefore our concern and we cannot rely on other levels of government to demonstrate our commitment to the youth of our community.

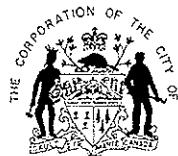
As you know, we created the Youth Opportunities Task Force as a result of a motion made by council. We were concerned about out migration, economic prosperity and retaining our existing youth. When we sponsored the Youth Opportunities Assessment Project, we heard clearly that the youth of our community would like to be represented and heard at the municipal level. We also found that perception is as important as reality with youth and that the social strategy is just as important as the economic strategy. Hence the need for a youth strategy officer.

During the last election campaign there was much discussion and commitment regarding youth and the need for such a position based on similar beliefs and I respectfully request that now is the time to move this forward by council identifying that they want to see such a position created.

Sincerely

Linda Ryan  
Member of Sault Youth Opportunities Task Force

6(1)(c)



2007 01 29

**MAYOR JOHN ROWSWELL,  
MEMBERS OF COUNCIL**

**RE: Joint Accessibility Plan 2007**

### **Introduction**

The Accessibility Advisory Committee at the December 14, 2006 committee meeting accepted this fourth year Accessibility Plan for submission to Council for support and approval.

### **Summary**

Statutory obligations of the ODA 2001 and the AODA 2005 compel the corporation to actively pursue barrier identification and removal activities on an ongoing basis to ensure that we comply with the provincial targeted benchmark date for full accessibility by year 2025.

This plan draws attention to outstanding commitments and challenges with a focus on completion of these projects in 2007

### **Action**

For the coming year, the Municipal Accessibility Plan Coordinator will report to Council on a quarterly basis with an implementation status report on recommended projects occurring in departments and services. The report would outline what was and was not accomplished, and the Accessibility Advisory Committee's satisfaction with each project. The expectation of Council could then be to acknowledge or commend staff for exemplary performance to the extent that progress has been made, and/or direct staff to attend to the accessibility problem if progress had not been adequate.

The Accessibility Advisory Committee hopes that the quarterly status reports will continue to be the key tool for City Council to assess the efficacy of the City's implementation efforts on accessibility recommendations.

### **Recommendation**

- That Council approve the Joint Accessibility Plan as it is written.
- That \$4000.00 continues to be held in reserve for costs related to provision of the plan in alternate formats if requested.
- That Council by resolution approve the attached barrier removal recommendations for completion in 2007

6(1)(c)

- That Council approve an annual ongoing barrier removal budget of \$100,000.00 effective 2008

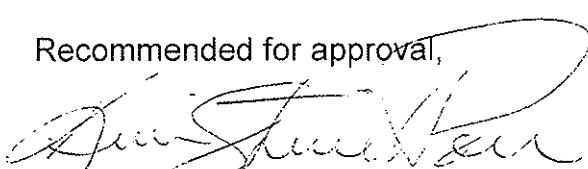
Submitted for Council approval.

Respectfully Submitted,



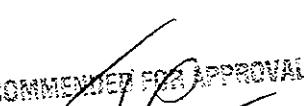
Lynn Rosso,  
Municipal Accessibility Plan Coordinator  
Social Services Department

Recommended for approval,



Kim Streich Poser  
Commissioner,  
Social Services Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

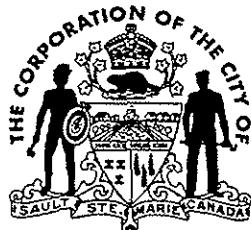
6(1)(c)

BARRIER REMOVAL RECOMMENDATIONS 2007

Corporate Projects Commitment 2007		
2007 Budget	75,000.00	
Reserves	76,797.00	
Available Funds		151,797.00
Commitment		151,500.00
Balance		297.00
John Rhodes Pool upgrades		20,000.00
Bus Terminal (deferred to Jan 2008)		12,000.00
Sensitivity Training contract		7,500.00
Bellevue Park Marina		5,000.00
John Rhodes Track Upgrades		10,000.00
John Rhodes Arena Seating Upgrades		5,000.00
Strathclair Park		15,000.00
Recreation (sledge hockey)		20,000.00
Strobe Lighting (Civic Centre)		3,000.00
Accessible Pedestrian Signal		40,000.00
Curb Cuts		10,000.00
Vulnerable Person Registry		3,000.00
Library Parking		1,000.00
Bay St Seniors Centre (2008)		0.00
TOTAL		151,500.00
Requested Ongoing Annual Budget effective 2008		100,000.00



6(6)(a)



2007 01 29

## REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

### PLANNING DIVISION

**TO:**

Mayor John Rowswell  
and Members of City Council

**SUBJECT:**

Application No. 57T-06-503 – filed by Windsor Farms Subdivision Limited.

**SUBJECT PROPERTY:**

Location – Plan H731 Lot 27 RCP RP IR8042, Part 1, Part 2, Part 3, Located on the north side of Old Garden River Road, approximately 530m (1,739') north of Terrance Avenue. Civic No. 434 Old Garden River Road.

Size – Approximately 11.76 ha (29.07 acres).

Present Use – Vacant land.

Owner – Windsor Farms Subdivision Limited.

**REQUEST:**

The applicant, Windsor Farms Subdivision Limited is requesting Draft Plan of Subdivision Approval in order to permit the development of an 88 lot Single Detached Residential Subdivision.

**CONSULTATION:**

Engineering – See attached letter.

Building Division – See attached letter.

Legal Department – No comments.

PUC Services – See attached letter.

Fire Services – No objection.

C.S.D. – No concerns.

Public Works & Transportation – See attached letter.

Conservation Authority – See attached letter.

6(6)(a)

Algoma Health Unit – No objections.

Accessibility Advisory Committee – See attached letter.

Fisheries & Oceans – See attached letter.

Algoma District School Board – See attached letter.

### **Synopsis of Proposal**

The proposal is for an 88 lot Single Detached Residential Subdivision. The subdivision is proposed on an 11.76 ha (29.07 acre) parcel in the city's north end, immediately north of Tarentorus Public School. The proposal contains a 0.21 ha (0.52 acre) parcel that will be dedicated to the City for park space and a 0.29 ha (0.71 acre) parcel that will be used for natural open space and storm water retention.

The proposal also calls for the access road leading into the proposed development and Tarentorus Public School to be upgraded.

The proposed subdivision conforms to both the City of Sault Ste. Marie Official Plan and Zoning By-law 2005-150.

### **Previous Applications:**

In November of 2005, City Council approved the rezoning of the subject property (A-27-05-Z.OP), which rezoned the property from Rural Area to "R-2" (Single Detached Residential), subject to the approval of the Urban Settlement Area Expansion. On June 12, 2006, Official Plan Amendment No. 107 was adopted by City Council authorizing the expansion of the Urban Settlement Area.

### **Conformity with the Official Plan**

The subject property is designated "Residential" on Schedule "C" of the City of Sault Ste. Marie Official Plan. The proposed subdivision conforms to the "Residential" land use designation. The proposal also conforms to the "R-2" zoning in Zoning By-law 2005-150.

The City of Sault Ste. Marie Official Plan has a number of policies that relate to residential development. The following is an assessment of the proposed development in relation to the relevant policies of the Official Plan:

*Part V – Physical Development – Natural Environment***4.6 Fill Areas:**

- F.5 The prime agency in the designation and review of fill areas is the Conservation Authority. Changes to the boundaries or permits to place fill require the approval of the Conservation Authority.

The easterly portion of the proposed subdivision is within the Sault Ste. Marie and Region Conservation Authority's Regulated fill area, as indicated on Schedule "B" of the Official Plan. As such, prior to any development or filling of slope-lands, a permit will be required from the Conservation Authority for the lots affected by the fill regulations.

As a condition of City Council's approval, the developer should inform potential purchasers of the lots affected by the fill area and that a permit is required from the Conservation Authority prior to the placing of any fill or development. This can be included in the final subdivision agreement. The Conservation Authority has indicated which lots are within the regulated fill area and is discussed later in this report.

*Part VI – Physical Development – Built Environment***2.1 Urban Design:**

- D.3 The maintenance and/or reinforcement of all natural features such as river and creek valleys, ravines, wooded areas, parkland and heritage landscapes located within or next to development sites shall be encouraged.
- D.5 The "Urban Forest" concept of maintaining existing and establishing new forested areas shall be encouraged. Tree planting shall be required for new development. (*Section 3.3 Forested Areas (Woodlands)*; Policy FO.3 also encourages the concept of the "Urban Forest")

The proposal calls for park space as well as an open space area that will remain in a natural state and will accommodate storm water retention for the subdivision. The provision of park and open space is consistent with the Official Plan's "Urban Forest" policy.

With respect to tree planting, historically, the City's policy for new residential subdivisions has been one tree per lot. Based on discussions with the Engineering Division, staff recommends that prior to the finalization of the

subdivision agreement, a per-lot fee, the amount to be determined by the City's Parks Division, should be collected from the developer for tree plantings. This should be included as a condition of approval.

The City has agreed to provide a tree of the owner's choice for each lot after the houses have been developed.

- D.8 Site design shall consider the impact on street functions and pedestrian, cycling and vehicular access. The effects of traffic noise, vibration and odour shall be assessed.
- D.9 Pedestrian and cycling access to parks, bus stops and schools shall be encouraged.

## ***2.2 Energy***

- E.4 Alternative transportation and energy efficient forms of transportation such as public transit, cycling and walking shall be supported.

With respect to the proposed subdivision design, the applicants are proposing a sidewalk on one side of Road "A" and no sidewalks on Roads "B", "C" or "D". The Official Plan supports design that is inclusive for all modes of transportation, including pedestrian and public transit.

*Part VI, Section 2.4 – Transportation*, supports the provision of sidewalks on at least one side of local streets in new residential developments. The provision of sidewalks on one side of the streets would enhance the pedestrian environment of the neighbourhood and would support future public transit in this area. As such, given the policies of the Official Plan in *Part VI section 2.1 – Urban Design, section 2.2 – Energy* and *section 2.4 – Transportation*, staff recommends that the proposed streets in the subdivision (with the exception of the cul-de-sacs) be designed with a sidewalk on one side.

Discussions with staff from the Engineering Division indicate that a sidewalk should be designed on the west side of Road "A" as this will be the major street through the proposed subdivision, and will lead into any future subdivision development to the north. As well, the sidewalks on Roads "B" and "C" should be designed along the outer loop (the right-of-way edge that abuts lots 1 through 27, 44 through 50 and lots 51 and 52).

In addition, the access road that will provide access into Tarentorus Public School should be designed with a sidewalk on the north side. The developer has agreed to provide this.

The provision of sidewalks on in the proposed subdivision will create a safer pedestrian link to Tarentorus Public School, which is immediately to the south of the subdivision and the proposed neighbourhood park.

### ***2.3.5 Parks and Recreation:***

P.4 Residential developments shall be required to provide 5% of the land for park purposes or cash in lieu of 5% where the City deems it appropriate.

The subject property is 11.76 ha (29.07 acres) in size. As such, the 5% of dedicated park space required is 0.59 ha (1.45 acres). The subdivision proposal contains a 0.21 ha (0.52 acre) park.

As the area dedicated to parkland is below the required 5%, the remainder should be compensated via the provision of park equipment. This should form a condition of City Council's approval.

Also as a condition of approval, the applicant should submit a plan of the park and open spaces, prior to the finalization of the subdivision agreement, and to the satisfaction of the Commissioner of Engineering and Planning, showing landscaped areas, park equipment and detailed engineering for the storm water retention area.

It is important to note that the proposed subdivision will abut the future Hub Trail, which was approved by City Council in 2006. The City is planning to construct a portion of the Hub Trail on lands immediately west of the subject property (along the eastern access drive on the future hospital site). In addition to the proposed parkland, as condition of approval, Block 93, which is a sewer easement for a trunk sewer line, should be developed with a 3m (9.8') path to connect to the future Hub Trail and to the Hospital site. The design and location of the path can be finalized as part of the subdivision agreement.

### ***2.4 Transportation:***

TR.2.3 Local Streets: Urban and Rural – are designed to facilitate the safe movement of traffic within a residential area. A design width of up to 20m (66') shall be protected for local streets.

Currently, Road "C" and the cul-de-sacs of the proposed subdivision are shown with a design width of 18m (59'). Given the municipal standards for local streets, the developer has agreed to increase the design width to 20 m (66') for the above-mentioned roads. All other roads proposed conform to the design requirements of the Official Plan.

TR.6.1      Public Transit – Public Transit use shall be encouraged by the City. The needs of the Transit system shall be considered in the design of the transportation systems, in road construction, road reconstruction, and in development approvals. For new development or redevelopment, the City may acquire lands for transit rights-of-way as a condition of approval. As well, the City will require that the layout of the road network for new developments facilitate transit and ensure reasonable walking distances to transit stops. Efficient pedestrian access to and from Public Transit facilities will be encouraged.

Discussions with staff from the Transit Division of Public Works and Transportation indicate that although the current proposal will not warrant transit services, given the potential for increased development in this area, there may be a future need to service this area with public transit. As such, the access road into the subdivision, and Road "A", which leads into future developable areas to the north and has the potential to connect to Third Line, should be designed to accommodate City buses. In addition, at the time of constructing Road "A", concrete pads should be constructed to accommodate future bus shelters. The location of the bus shelters and stops can be addressed at the time of the subdivision agreement.

### **Comments**

As part of the development review, the application was circulated to various City departments and agencies for comment. The following comments were received.

#### ***Sault Ste. Marie Region Conservation Authority***

The Conservation Authority has stated that they have no objections to the proposed subdivision, however the Conservation Authority did indicate that a permit is required prior to development for the lots east of Road "A" and for lots 55 to 59 inclusive.

As well, the Conservation Authority has commented that both storm water quantity and quality must be addressed prior to, during and following the clearing of land and construction. Department of Fisheries and Oceans (DFO) have also indicated that storm water levels and quality must be addressed prior to the water entering into fish habitat.

The subdivision's storm water is proposed to drain into the dedicated open space that connects into an intermittent watercourse that drains into the Root River. As such, the Conservation Authority and DFO have recommended that a Storm

Water Management Plan and a Sediment Control Plan be submitted that addresses both water quantity and quality prior to clearing the site, during construction and following construction. This can be done prior to the finalization of the Subdivision Agreement.

The Conservation Authority also recommended that all wastes from the site be removed prior to any site clearing and development operations.

### ***Public Works and Transportation***

Staff from PWT recommends that the end of Road "A" and the cul-de-sacs be designed to accommodate a turnaround for snowploughing equipment. PWT also recommend that the cul-de-sacs be designed to accommodate school buses. As the subdivision will be developed in phases, Planning staff recommends that the developer should accommodate for snowploughing turnarounds prior to the final registration of each phase.

### ***Public Utilities Corporation***

PUC has advised that the developer will be required to enter into a subdivision agreement with the PUC regarding underground electrical and water services. In addition, the developer will be required to pay the applicable water main frontage charges for approximately 20m (66') of property fronting on Old Garden River Road.

The developer will also be required to pay all costs pertaining to extending the water main and electric distribution from Old Garden River Road.

### ***Building Division***

Building Division has indicated that the subject property has had the top soil stripped and filled with foreign material. Planning staff did discuss this with the consulting engineer for the developer who indicated that the nature of the material is scrap parts of old cars and old building materials such as bricks and broken concrete. The consultant did indicate that the material will be removed prior to construction and disposed of at a licensed landfill.

### ***Engineering and Construction Division***

Engineering has commented that snowplough and sidewalks provisions be made, as discussed earlier in this report, and that 20m (66') right-of-way widths are required on all roads. As well, Engineering has indicated that sediment control and storm water drainage be addressed to the satisfaction of the Commissioner

of Engineering and Planning, and the Sault Ste. Marie and Region Conservation Authority.

Engineering has also commented on several other servicing issues, which should form part of City Council's approval. These conditions are outlined in Engineering's letter, which are attached to this report. These conditions can be addressed as part of the subdivision agreement.

### ***Algoma District School Board***

The Algoma District School Board has noted that a fence should be provided between their property and the new subdivision lots. This condition will be included in the subdivision agreement when that part of the subdivision is built.

### ***Accessibility Advisory Committee***

The Accessibility Advisory Committee has provided a number of comments as they relate to barrier-free design. As per City standards, any future design of walkways, curb cuts, transit facilities, etc., will be designed to Ontario Provincial Standards, which take into consideration universal design principles.

### **Other Comments**

All other commenting agencies or departments had no objections to the proposed subdivision.

### **Provincial Policy Statement (2005)**

In accordance with Section 3 of the Planning Act, a decision of the council of a municipality, in respect of the exercise of any authority that affects a planning matter, "shall be consistent with" the Provincial Policy Statement (2005). The Provincial Policy Statement (PPS), which provides the policy foundation for regulating the development and use of land, have a number of policy recommendations related to new subdivision development.

As part of the review for this current subdivision proposal, Planning staff reviewed the PPS to assess the current proposal in relation to Provincial policy. The proposal, coupled with staff's recommendations, is consistent with the Provincial Policy Statements.

## SUMMARY

Windsor Farms Subdivision is a proposed 88 lot Single Detached Residential subdivision to be located in the City's north end, immediately north of Tarentorus Public School. The proposal contains park space and open space to be used for storm water retention.

The surrounding area of the proposed subdivision has experienced recent residential development with the construction of Millcreek subdivision. Given the construction of the future hospital, this area of the community will likely experience increased residential development in the near future.

Staff is recommending approval of the proposed Windsor Farms Subdivision, subject to a number of conditions based on discussions and comments from various City staff and agencies.

**Planning Director's Recommendation** - that City Council approve the Draft Plan of Subdivision for the proposed Windsor Farms Subdivision, subject to the following:

1. That prior to registration, the subdivider enter into a Subdivision Agreement with respect to, but not limited to the following:
  - a) That the streets, corner roundings, in-ground services, sidewalks, drainage, etc., be designed and constructed to the satisfaction of the Commissioner of Engineering and Planning or his designate.
2. That prior to the development or filling of slope-lands, a permit be obtained from the Sault Ste. Marie and Region Conservation Authority for the lots affected by the fill regulations, as indicated in the Conservation Authority's letter.
3. That as part of the Subdivision Agreement, the developer informs potential purchasers of the lots affected by the fill regulated areas and that a permit is required from the Conservation Authority prior to the placing of any fill or development.
4. That prior to the finalization of the subdivision agreement, a per-lot fee, the amount to be determined by the City's Parks Division, be collected from the developer for future tree plantings.
5. That sidewalks (1.5m (4.9') width) are incorporated into the design on the west side of Road "A", the outside loop of Road "B" and "C" and the north side of the access road.

6. That in-lieu of the required 5% of parkland, the developer provides park equipment (or cash towards the purchase of park equipment), the amount to be determined by the City's Parks Division.
7. That prior to the finalization of the subdivision agreement, the developer submit, to the satisfaction of the Commissioner of Engineering and Planning or his designate, a plan of the park and open space showing landscaped areas, park equipment and detailed engineering for the storm water retention area.
8. That at time of constructing Road "C", Block 93 be developed with a 3m (9.8') asphalt path, to the satisfaction of the of the Commissioner of Engineering and Planning or his designate, to connect to the future Hub Trail and to the Hospital site.
9. That all roads be designed to a right-of-way width of 20m (66').
10. That Road "A" and the access road leading into the subdivision are designed to accommodate City transit buses, and that concrete shelter pads be constructed at time of road construction.
11. That a Storm Water Management Plan and a Sediment Control Plan be submitted to the satisfaction of the Commissioner of Engineering and Planning or his designate, and the Conservation Authority, which addresses storm water quantity and quality.
12. That all wastes from the site be removed prior to any site clearing and development operations.
13. That Road "A" and cul-de-sacs be designed to accommodate turnaround for snowploughing equipment and school buses.
14. That the developer enters into a subdivision agreement with the PUC regarding underground electrical and water services.
15. That the developer pays the applicable water main frontage charges for approximately 20m (66') of property fronting on Old Garden River Road.
16. That the developer pay all costs pertaining to extending the water main and electric distribution from Old Garden River Road.
17. That prior to the finalization of the Subdivision Agreement, the developer submits plans and specifications showing final presale grades, to be

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reviewed and approved by the Commissioner of Engineering and Planning or his designate.

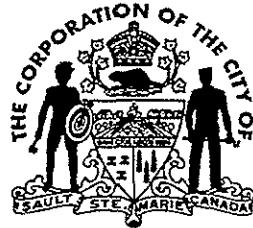
18. That access to sewers and manholes is provided to the satisfaction of the Commissioner of Public Works and Transportation.
19. The developer provides a report regarding soil tests for the road allowances, road base design and pavement design, to the satisfaction of the Commissioner of Engineering and Planning or his designate.
20. That the developer submits soils tests by an independent testing laboratory regarding the ability of the soils to sustain superimposed loads from building and filling operations.
21. That prior to the issuance of any building permits, arrangements for the 20 m right-of-way accessing the subdivision must be completed to the satisfaction of the Commissioner of Engineering and Planning or his designate.
22. That as part of the Subdivision Agreement, the developer provides fencing along the rear property lines of those lots that abut the Algoma District School Board property.

SDT/pms

*[Signature]*  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

**PUBLIC HEARING** – 2007 01 29, Council Chambers, Civic Centre

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2007 01 18

Our File: 1.551

MEMO TO: Don McConnell, MCIP, RPP  
Planning Director

FROM: Catherine Taddo, P. Eng.  
Municipal Services Engineer

SUBJECT: Application No. 57T-06-503  
Draft Plan of Subdivision  
Windsor Farms Subdivision

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The Engineering Department has reviewed the above noted application and provides the following:

- A snowplough turnaround constructed to City standards is required at the north end of Road A.
- Sidewalks (1.5 m width) should be incorporated into the design on the west side of Road A and the outside loop of Road C.
- A sediment control plan and storm water management plan must be submitted to the satisfaction of the Commissioner of Engineering and Planning or his designate, and the Sault Ste. Marie Conservation Authority. Adequate facilities for the drainage of surface water from the rear portion of every lot shall be incorporated by installing swales and one or more catch basins connected to the municipal storm drainage system or to conduct such water to an adjacent watercourse, as the Commissioner of Engineering & Planning or his designate determines.
- Part of this subdivision is located within the Fill and Construction Limits administered by the Authority; therefore, a fill permit for this development will be required.
- Plans and specifications showing final presale grades should be reviewed and approved by the Commissioner of Engineering and Planning or his designate.

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- Future access to sewers and manholes in the sewer easements must be provided to the satisfaction of Public Works & Transportation. PWT vehicles will need a proper base to support the maintenance vehicles that will be accessing the areas.
- 20 m right-of-ways are required on all roads in the subdivision.
- The Windsor Farms Subdivision Servicing Report, completed by Wm. R. Walker Engineering Inc. (Dec. 2006) indicates on Page 4 that Road A is proposed to be 10 m wide with concrete curb and gutter whereas the remaining roads are proposed to be 8 m wide. Since issuance of this report Wm. R. Walker Engineering Inc. has indicated that they intend to build all roads to the required width of 10 m, which is satisfactory.
- Soil tests are required in the road allowances, including a report on the road base design, considering the use of geotextile fabric and weeping tile and which determines the depth of the road base. A brief outlining the pavement design is also required.
- The Owner shall submit soil tests by an independent testing laboratory on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish at no cost to the City certified copies of the results thereof for examination by the Commissioner of Engineering & Planning or his designate.
- Arrangements for the 66' ROW accessing the subdivision must be completed to the satisfaction of the Commissioner of Engineering & Planning or his designate. No building permits will be issued until the access has been transferred to the City.

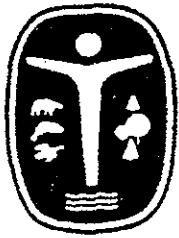
If you have any questions with regards to the above, please do not hesitate to contact the undersigned.

Sincerely,



Catherine Taddo, P. Eng.  
Municipal Services Engineer

c: Mr. Jim Elliott, P. Eng., PWT  
Mr. Steve Turco, BURPL, Planning Department



"Man and Nature"

# Sault Ste. Marie Region Conservation Authority

6(6)(a)

Jan 8 2007

Planning Division

## MEMO

**Date:** January 4, 2007

**To:** Don McConnell  
Catherine Taddo

**From:** Christine Aasen

**Re:** Draft Plan of Subdivision-57T-06-503- Windsor Farms Subdivision Limited  
434 Old Garden River Road, Sault Ste. Marie  
Applicants: John Bitonti and David Ruscio

An inspection of the above site was carried out on December 18, 2006 by Frank Tesolin, Technical Advisor for the Sault Ste. Marie Region Conservation Authority, when the assessment of the an 88 lot single detached family residential subdivision at 434 Old Garden River Road was being considered.

The Draft Plan of Subdivision is acceptable provided the following concerns are addressed:

1. An application under Regulation 176/06 is required for development for the lots east of Road "A" and lots 55 to 59 inclusive.
2. That a Storm Water Management Plan be prepared to the satisfaction of the Sault Ste. Marie Region Conservation Authority prior to commencement of site clearing operations. Further, the application for a Certificate of Approval for the Storm Water System must indicate the system is designed for "Normal" protection corresponding to the end-of-pipe storage volumes required for the long-term average removal of 70% of suspended solids.
3. That a Sediment Control Plan acceptable to the Sault Ste. Marie Region Conservation Authority be developed and implemented to control off site migration of sediments from the subdivision prior to clearing the site, during construction and following construction until vegetation has been re-established in critical areas.

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4. That the developer undertakes to remove all wastes from the site prior to commencing site clearing and development operations. This action is especially necessary in the area along the valley running from the approximate vicinity of Lots 40 and 41, eastward across lots 47 and 48, lots 55 and 56, parts of lots 72, 75 and 76 and the Park block 89 as storm water and groundwater contamination by the existing wastes is possible.
5. That consideration be given to providing a walkway thoroughfare between the subdivision and the adjacent hospital land.

Should you require any further information please feel free to contact me.

Sincerely,



Christine Aasen,  
Assistant Manager

6(6)(a)



Fisheries and Oceans Canada	Pêches et Océans Canada
Great Lakes Forestry Centre	Centre de foresterie des Grands Lacs
1219 Queen St. East Sault Ste. Marie, Ontario P6A 2E5	1219, rue Queen est Sault Ste. Marie (Ontario) P6A 2E5

January 12, 2007

*Your file*      *Votre référence**Our file*      *Notre référence*  
SS-06-3610

Don McConnell  
 Planning Director  
 Engineering and Planning Department  
 Civic Centre  
 99 Foster Drive  
 Sault Ste. Marie, ON P6A 5X6

Dear Don:

**Subject:** Insufficient information to assess the potential effects to fish habitat.

Fisheries and Oceans Canada (DFO) received your submission on December 14, 2006 requesting a review of the Windsor Farms Subdivision. To expedite future correspondence or inquiries, please refer to the referral title and file numbers when you contact us.

Referral File No.:	06-HCAA-CA4-000-003610
Habitat File No.:	SS-06-3610
Referral Title:	Subdivision, Tributary to Root River, Tarentorus Township

The information in the proponent's proposal is not sufficient to determine whether the proposed works will result in a harmful alteration, disruption or destruction (HADD) of fish habitat. The information needed to complete the review is as follows:

- A sediment and erosion control plan for development of the site designed to prevent the entry of sediment into the tributary of the Root River or any other natural water bodies.
- A storm water control plan for the subdivision.

Both the quality and quantity of water leaving the site should be considered in designing the storm water control plan. The volume and rate at which water is discharged from the site should be controlled so as not to have detrimental effects e.g. increased erosion, excessive velocities disrupting fish spawning or passage, etc., on the receiving water body. In addition sediment collected by storm water should not be released into Canadian Fisheries Water. Sediment is considered a deleterious substance as defined in

**Canada**

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the *Fisheries Act*. Subsection 36(3) of the *Fisheries Act* prohibits the release of a deleterious substance into Canadian fisheries waters. Subsection 36(3) states: "*no person shall deposit or permit the deposit of a deleterious substance of any type in water frequented by fish or in any place under any conditions where the deleterious substance or any other substance that results from the deposit of the deleterious substance may enter any such water.*"

Please ensure these items are forwarded to me at the above address. Any additional technical or site specific information that you consider relevant to the proposal should also be provided. Once this additional information is received, we can continue reviewing the project under the habitat protection provisions of the *Fisheries Act*.

Please note that causing a HADD without an authorization is an offence under subsection 35(1) of the *Fisheries Act*. Subsection 35(1) states: "*no person shall carry on any work or undertaking that results in the harmful alteration, disruption or destruction of fish habitat.*"

If you or the proponent have any questions concerning the above, or if my understanding of the proposal is either incorrect, incomplete, or if there are changes to the proposed work, please contact myself directly by telephone at (705) 941-2012, by fax at (705) 941-2013, or by e-mail at hallettj@dfo-mpo.gc.ca.

Yours sincerely,



Jennifer Hallett  
Fish Habitat Biologist

c.c.: Windsor Farms Subdivision Ltd.  
Larry Jackson, Walker Engineering  
Frank Tesolin, SSMCA

**Steve Turco****6(6)(a)**

**From:** Peter Tonazzo  
**Sent:** January 2, 2007 4:25 PM  
**To:** Steve Turco  
**Subject:** FW: Windsor Farms Subdivision Application Number: 57T-06-503

-----Original Message-----

**From:** Jim Elliott  
**Sent:** January 2, 2007 4:15 PM  
**To:** Don McConnell  
**Cc:** Peter Tonazzo  
**Subject:** Windsor Farms Subdivision Application Number: 57T-06-503

Don McConnell  
Planning Director  
Engineering and Planning Department

Subject: Request for Draft Plan of Subdivision  
Application Number: 57T-06-503  
437 Old Garden River Road  
Windsor Farms Subdivision

Staff from the Public Works and Transportation Department has reviewed this application and have a concern with respect to being able to turn around snowplows equipment. The north end of Road 'A' does not have a turnaround area. Snowplowing equipment will have problems during winter operations. We would like to see some provision for a turnaround at the end of this road.

In addition, the proposed cul-de-sacs on Road 'D' and the end of Road 'B' should be designed for school buses and Public Works snowplowing equipment.

If you have any questions, do not hesitate to contact me at 759-5207.

Yours truly

J. M. Elliott, P. Eng  
Deputy Commissioner  
Public Works and Transportation Department

6(6)(a)

**Steve Turco**

**From:** Pat McAuley  
**Sent:** January 11, 2007 9:41 AM  
**To:** Steve Turco  
**Cc:** Jim Elliott  
**Subject:** FW: Planning Application 57T-06-503

Is this the comment you were looking for Steve? I agree with Don's thoughts.

Pat

-----Original Message-----

**From:** Don Scott  
**Sent:** Friday, January 05, 2007 12:08 PM  
**To:** Pat McAuley  
**Subject:** FW: Planning Application 57T-06-503

Pat,

In addition to my original comments, I just got off the phone with Steve Turco, and he feels that road "A" on the proposed plan may be linked to Third Line in the next 5 years or so. With this information in hand, I indicated to Steve that at that time would look at the need for transit service to the area. Steve is suggesting that road "A" be constructed properly now to accommodate public transportation in the future, when the road has through access. I am in agreement with Steve's thoughts for this item.

Don

-----Original Message-----

**From:** Don Scott  
**Sent:** January 5, 2007 10:16 AM  
**To:** Pat McAuley  
**Subject:** Planning Application 57T-06-503

Pat,

Steve Turco called me regarding future transit service in the proposed Windsor Farms subdivision. My thoughts for the Windsor Farms Subdivision are that the area will not warrant expanded transit service. Acceptable Transit routes should be provided on arterial roads and major collectors, which have reasonable through access. In addition, for new subdivision development, transit routes require a maximum of 1.0 km of transit route per 1,000 residents served -this will not occur with the Windsor Farms subdivision.

As in the past, I thought that my comments could be included in your response.

Don Scott  
Transit Manager  
Public Works and Transportation Department  
Telephone 705-759-5848  
Fax 705-759-5834



**PUC** 765 Queen Street East, P.O. Box 9000  
Sault Ste. Marie, Ontario P6A 6P2

6(b)(a)

December 22, 2006

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

FAXED: (705) 541-7165

Dear Sir:

**Re: Windsor Farms Subdivision  
434 Old Garden River Road**

We wish to advise that the Owner must enter into subdivision agreements with PUC Services in order to provide underground electric and water services to the proposed development.

The Subdivision Developer will be required to pay applicable watermain frontage charges for approximately 66 feet of property fronting on Old Garden River Road. In addition, the Developer will be required to pay all associated costs pertaining to extending the watermain and electric distribution from Old Garden River Road to and including the proposed development.

Yours truly,

PUC SERVICES INC.

Claudio Stefano

Claudio Stefano, P. Eng. MBA  
Manager of Engineering

CS\*if

6(6)(a)

**Pat Schinners**

---

**From:** Don Maki  
**Sent:** December 12, 2006 3:58 PM  
**To:** Don McConnell  
**Cc:** Pat Schinners  
**Subject:** Draft plan Of Subdivision 57T-06-503

Hi Don

As stated before on the rezoning this property had the top soil stripped and filled with foreign material.

Don Maki CBCO  
Chief Building Official  
Building Division  
Engineering and Planning  
705-759-5399



6(6)(a)

Planning & Engineering

Don McConnell  
Planning Director  
City Planning & Engineering Division

**SUBJECT: REZONING APPLICATION REVIEW – 57T-06-503**

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: Appropriate for subdivision as designated in changes in Planning Act for accessibility in subdivisions.
2. Walkways & Sidewalks: Should be available as required, wide enough for all pedestrian traffic including wheelchairs etc.
3. Curb Cuts: Appropriate to pedestrian traffic for all persons with disabilities.
4. Ramping: Where ever necessary to access buildings, parkland etc.
5. Green space access: Noted as part of plan.
6. Transit Access: Need appropriate turning space and parking ability for both Transit buses and Para bus traffic. Hope this is in the plan to encourage decrease in use of cars.
7. Lighting: Appropriate for any subdivision.
8. Signage: As required for transit and any parking designations.
9. Other: Use of revised Planning Act language as referenced to accessibility in subdivisions. Thank you for your attention to these recommendations.

Sincerely,  
Catherine Meincke  
Chair, Site Plan Sub Committee

**6(6)(a)****Algoma District School Board**

644 Albert St. East  
Sault Ste. Marie  
ON P6A 2K7  
Telephone: (705) 945-7111  
FAX: (705) 942-2540  
[www.adsb.on.ca](http://www.adsb.on.ca)

CHAIR  
Wanda McQueen  
DIRECTOR OF EDUCATION  
Mario F. Turco

2007-01-19

Mr. Donald B. McConnell  
Planning Director  
Engineering & Planning Department  
The Corporation of the City of Sault Ste Marie  
99 Foster Drive  
Sault Ste Marie, ON P6A 5X6

Dear Mr. McConnell:

Subject: Your Application No. 57T-06-503  
Request for Draft Plan of Subdivision

With regard to your letter dated January 03, 2007 concerning the above, please note the following comments.

We support Windsor Farms Subdivision in their request draft plan of subdivision subject to:

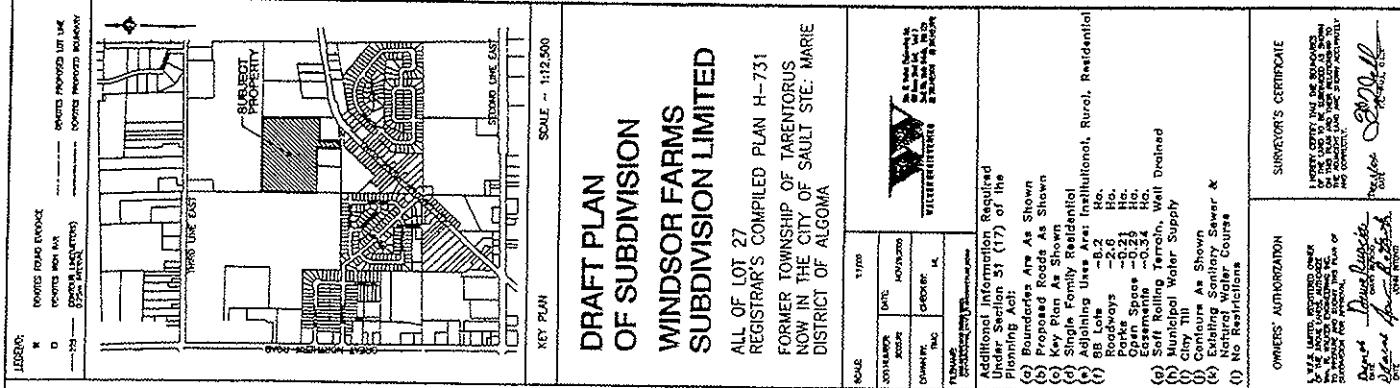
1. our confirmation of property boundaries between us which is in progress
2. in the interests of school safety, adequate fencing between subdivision lots and Board property to prevent access to school grounds by pets or unauthorized persons

Yours truly,

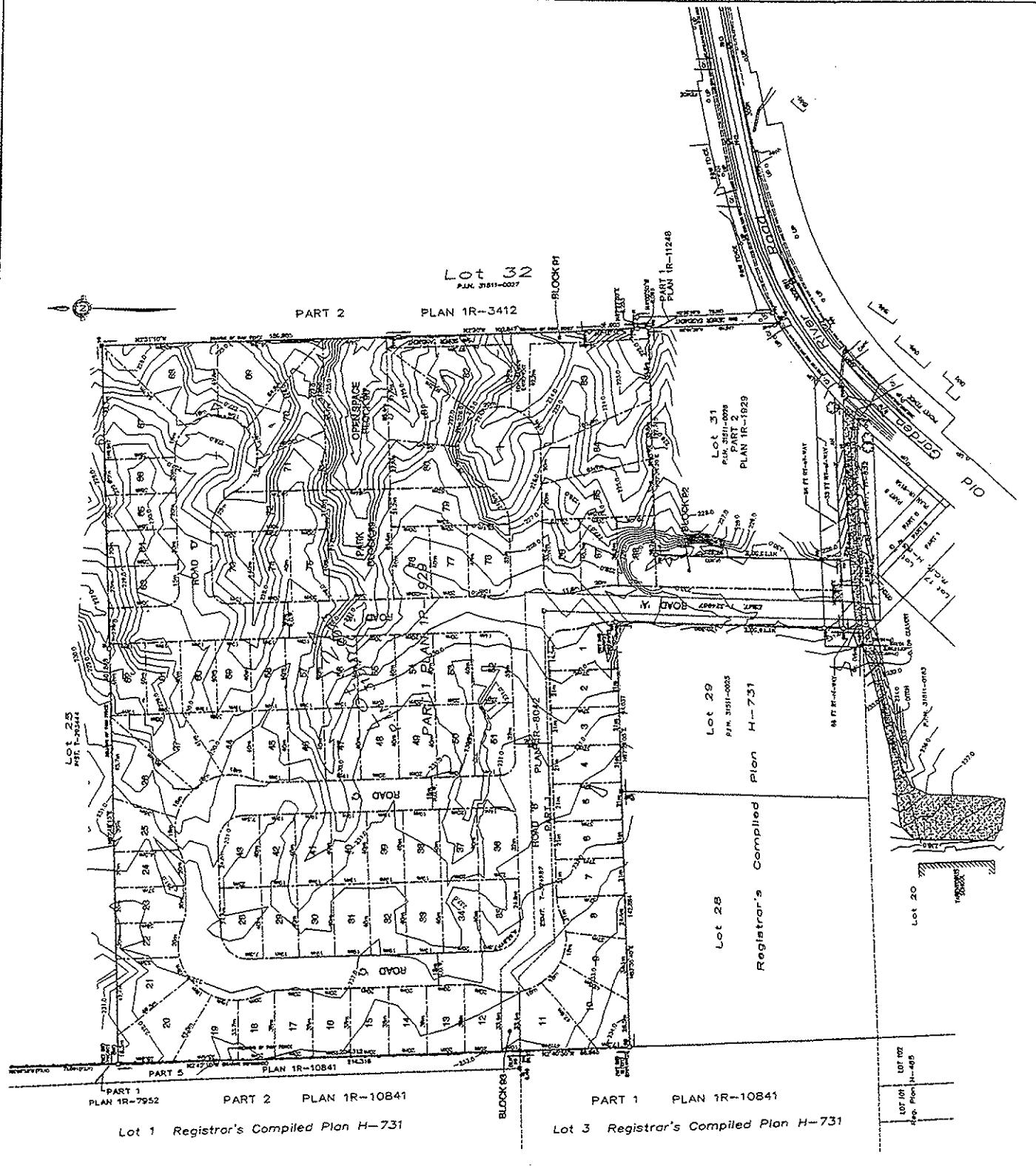
Bob Backstrom  
Superintendent of Business

BB/th

cc: M. Turco, Director of Education  
F. Sarlo, Wishart Law Firm LLP



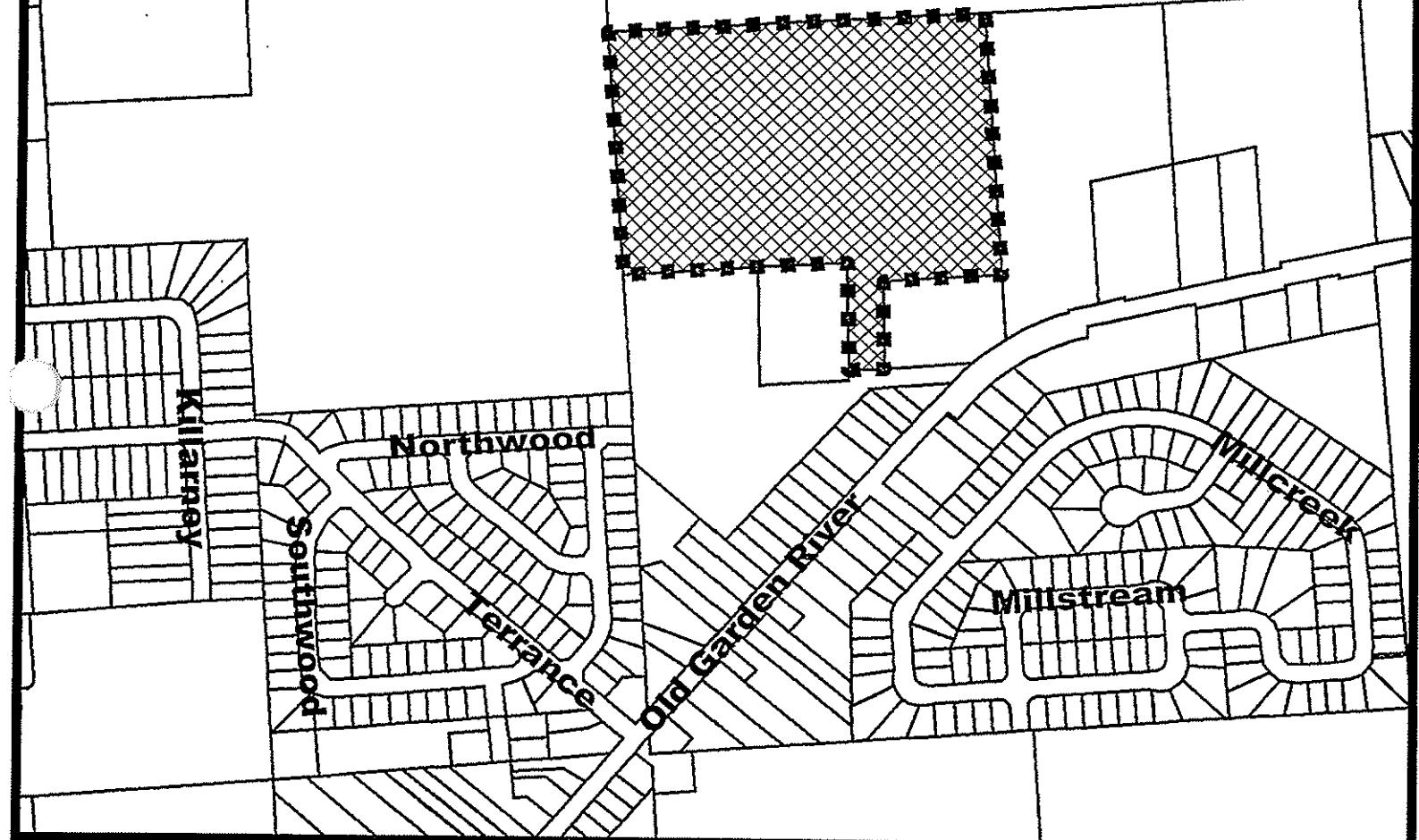
6(b)(a)



Berkshire

6(6)(a)

Third



# **WINDSOR FARMS SUBDIVISION PROPOSAL**

## **Application No. 57T-06-503**

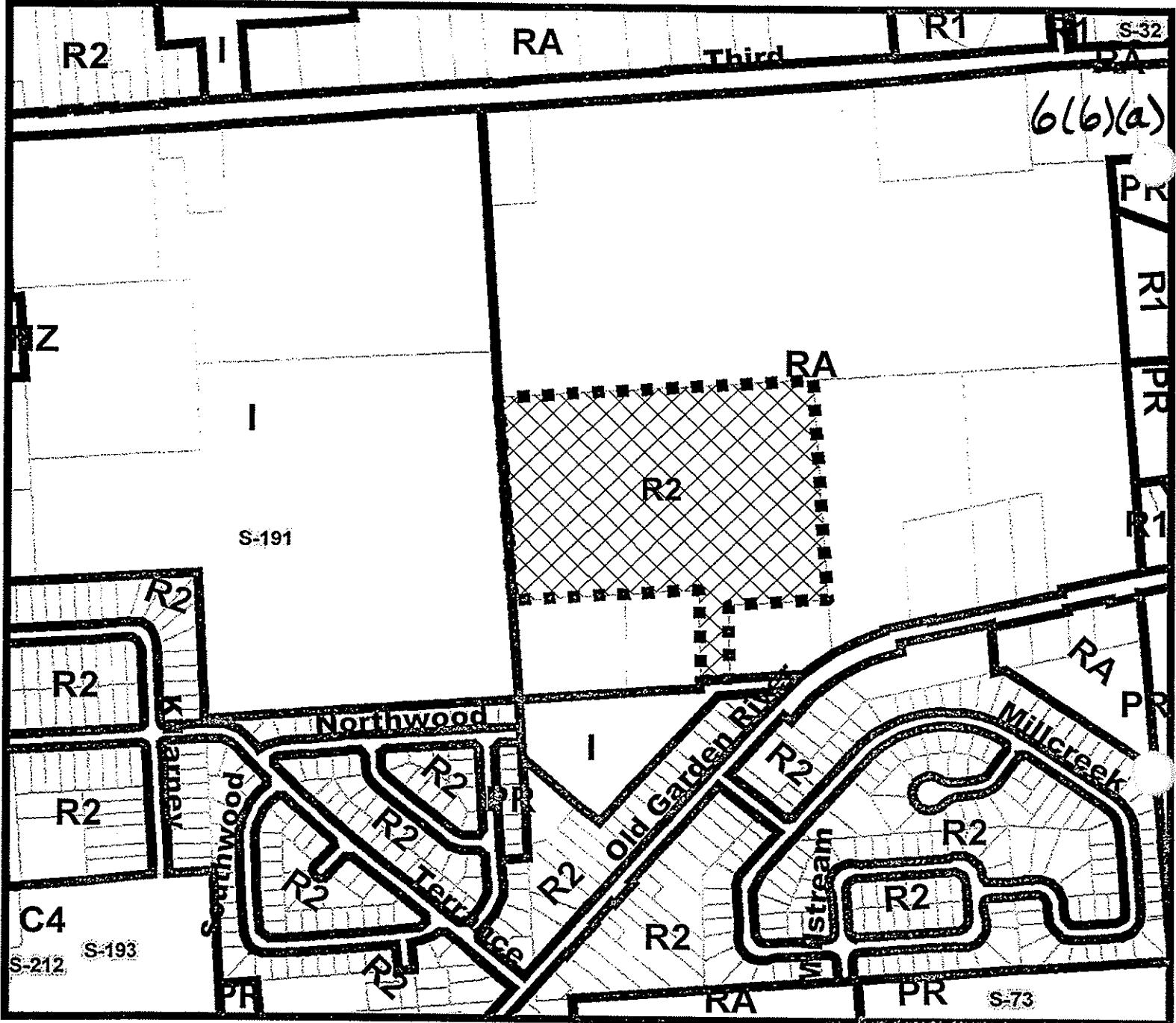


SUBJECT AREA - 343 OLD GARDEN RIVER ROAD



Metric Scale  
1 : 7500

6(6)(a)



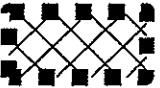
## WINDSOR FARMS SUBDIVISION ZONING MAP

**Application No. 57T-06-503**

Metric Scale  
1 : 7500



Map 1-114



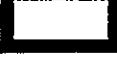
**SUBJECT AREA - 343 OLD GARDEN RIVER ROAD**



C2 - Central Commercial Zone



R1 - Estate Residential Zone



R2 - Single Detached Residential Zone



I - Institutional Zone



RA - Rural Area Zone; RAhp



PR - Parks and Recreation Zone

S-??? Special Exception Zoning

6(8)(a)



Making the most  
of every day.

January 29, 2007

## Report to Council and Stakeholders on Focus Groups

Mayor John Rowswell and Members of City Council  
Sault Ste. Marie Physician Retention and Recruitment Committee  
Sault Ste. Marie Health Care Solutions Group

### **RE: Two Community Focus Group Reports on Health Care**

Enclosed for your information and consideration are two reports which were done for our community by the Sault Ste. Marie Physician Retention and Recruitment Committee. These reports deal specifically with concerns which had been highlighted by Council.

#### **1: Retention: A Report on a Series of Focus Groups**

The first report is on retention of physicians and other professionals in our city. Throughout the sessions, a number of common themes became evident and these are underscored in the Focus Group Session notes that follow.

Results are summarized under the following categories: Attitude; Lifestyle; Website/Portal; New to The Sault, and General Observations. It is important to note that all participants offered and did stay longer than scheduled at each and every session. Additionally, all have indicated a willingness to be further involved in helping to move the community forward.

This report is sub-divided into sections comprised of Health Care, Civic and Education under the following two headings.

#### **Positive Findings /Attributes Sault Ste. Marie Can Build On**

and

#### **Opportunities For Improvement From All Focus Groups**

Some of the questions raised are currently being addressed while others will take more time and study. However we were looking for "evidence-based information" from people with different perspectives.

As a life long resident of Sault Ste. Marie, I was heartened to hear that many of the comments, in fact reinforced the thinking that our city has many desirable attributes.

However, there are opportunities for improvement that will be valuable as we move forward as a community in trying to recruit professionals including physicians. Recruitment however should be seen as a first step only.

Unless we work hard together as a community to retain our long-standing professionals, as well as the new ones which we are successful in recruiting, we will continue to have a revolving door, which keeps us in a constant state of uncertainty. To properly address this, we must engage our new recruits in a community/building process and provide an environment which enables our newcomers to address their initial needs.

We have identified specifically for Council's consideration, the need for a community Website/Portal as well as the need to hold "New to the Sault" informal meetings to meet and greet and welcome newcomers to our City.

## 2: A Report on the Future of Accessing Health Care In Sault Ste. Marie

The second report is the result of our "community-based focus". As we mentioned at Council during our last appearance, we were looking for the opinions of the residents of our community from a "patient centric" as opposed to a "provider" point of view. The Sault Ste. Marie Health Care Solutions Group, (which Council supported with a resolution) has held two sessions on prioritizing our health care needs. The two sessions, for the most part, had been "provider" focused. City Council advised that it wanted more community input from the health care user/patient. Our second report attempts to address Council's request.

While the data presented is valuable to Council, I would suggest that a further session be arranged which involves that group of original invitees who were unable to attend, thus providing a broader community centric perspective. Should Council choose to pursue this initiative, the Physician Retention and Recruitment Committee will undertake to complete this in a timely fashion.

The report is broken down into two groups:

1. Children/Teenagers
2. Adults/Seniors

The format used was one of identifying a problem and asking the "users" to suggest possible solutions. It is not simply a listing of complaints. Participants provided valuable information regarding the concerns from a user point of view while care givers provided a perspective based on their knowledge and experience including any drawbacks. This interactive method of looking at health care from outside the system is probably the most positive and productive way of approaching the problems within our systems.

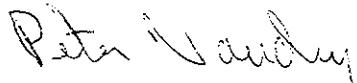
Participants appreciated the opportunity to provide their views on the problems that users have accessing Sault Ste. Marie's health care services and they offered possible solutions. It was evident that the "user community" appreciated having a voice in the process.

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I have also attached the final report to the Sault Ste. Marie Physician Retention and Recruitment Committee from Billi Grisdale, Community Retention Assistant, a FedNor Intern hired through a partnership with Sault College, Job Connect and the Committee.

Billi did a great deal of leg work on this for which we are appreciative. Her report also provides the newly elected Council members with a broader perspective on some of the positive activities of the Retention and Recruitment Committee.

Yours truly,



Peter Vaudry, Chair  
SSM Physician & Recruitment Committee

Attach.  
PV/cp

6(8)(a)

Billi Grisdale  
Community Retention Assistant/Fed Nor Intern  
25 Grove Crescent  
Sault Ste. Marie, ON  
P6A 5Y2

December 11, 2006

Mr. Peter Vaudry  
Chair, Sault Ste. Marie Physician Recruitment  
And Retention Committee  
969 Queen St. E.,  
Sault Ste. Marie, ON  
P6A 2C4

Dear Mr. Vaudry,

I am writing to express my sincere gratitude to you and the members of the Sault Ste. Marie Physician Recruitment and Retention Committee for giving me the experience of being an intern with your organization.

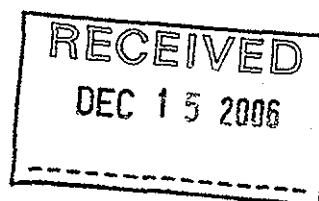
I thoroughly enjoyed working for the Physician Recruitment and Retention Committee and feel it was a highly valuable experience. While working for you, I was able to gain skills and work experience in research, report writing, event organization, and database creation and maintenance. I also made extremely valuable contacts throughout the community. I am pleased that through my efforts on your projects I was able to contribute to a very valuable and integral program for the community of Sault Ste. Marie.

Attached is a brief report on my activities and the outcomes of my internship with the Physician Recruitment and Retention Committee. I wish to thank you once again for allowing me to have this experience and I hope to be working with you again on these projects and more in the future.

Sincerely,

*Billi Grisdale*

Billi M. Grisdale



Attn: Peter Vaudry and the  
Physician Recruitment and Retention Committee

Re: Final report on activities of  
Community Retention Assistant/Fed Nor Intern

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Over the course of the past year in my role as Community Retention Assistant I have worked on many projects for the Physician Recruitment and Retention Committee, including the Graduate Database Project, the Healthcare Professionals and Spousal Databases, and the Community Forum on Retention community focus groups. I have enjoyed working on these projects and have benefited from the skills and knowledge gained from my involvement with them.

The Graduate Database project is a project designed to maintain a link between Sault Ste. Marie and our high school grads, who, more often than not, leave town to pursue post-secondary education. Through the database we are able to have knowledge of where the students are attending school, what they are studying, and whether they wish to return to the Sault for their careers or not. This project also allows us to keep the students informed about interesting and exciting things that are happening in Sault Ste. Marie through our "good news" newsletter, an effort we hope will encourage our youth to return home after their studies.

In addition to collecting data and updating the existing database for this project, I took it upon myself to transfer the Graduate Database from an Excel file into a Microsoft Access database. This makes querying the database for specific information, for example the number of students who are entering medical school, much easier. The Graduate Database is now fully searchable and user-friendly. I have also composed a manual on how to operate and maintain the database so that it can be carried-on by someone else when I am no longer managing it.

As the Fed Nor Intern/Community Retention Assistant, I also worked on creating the Healthcare Professional Occupations Database and the Spousal Database. These two databases are an effort to assist in our recruiting of physicians to Sault Ste. Marie. Based on the knowledge that physicians are often in a relationship with another healthcare professional, we thought it was important to create a database of organizations in Sault Ste. Marie that employ healthcare professionals, including those organizations that one wouldn't automatically assume employed them. For this project I contacted several organizations in the Sault, from dental offices to pharmacies, to inquire as to how many positions they staff, what their hiring practices are, what their needs will be in the near future, and if they would participate in our database. This information was collected and stored in a Microsoft Access database, which, like the Graduate Database, is easy to query for specific information. So now, if we have a physician coming to town who's husband is a massage therapist and wishes to find work we can simply query the database, pull up the employers who hire massage therapists, and get his resume out to each one in a very short time.

Once the Healthcare Professionals Database was created, I created a third database for the Physician Recruitment and Retention Committee. This database, the Spousal

6(8)(a)

Database, is based on the premise that physicians, if not partnered with other healthcare professionals, are often partnered with other types of professionals. The Spousal Database is a database of organizations and businesses in Sault Ste. Marie that staff professional employees from lawyers to chartered accountants to engineers. The database is set-up exactly like the Healthcare Professionals Database only it contains information about a different segment of employers. It can be easily queried just as the Healthcare Professionals Database can be. Both the Healthcare Professionals Database and the Spousal Database can be updated very easily when new information is available.

In addition to creating the above mentioned databases, I also assisted the Physician Recruitment and Retention Committee with their series of focus groups called the Community Forum on Retention. For this project I contacted a number of people in the community who were new to the Sault (within the last 5 years) to invite them to participate in a focus group in one of the fields of education, senior management, middle management, healthcare professionals, or professionals. I arranged for the location, equipment, and refreshments for these focus groups and I took notes on the participant's responses to the facilitators' questions. I also assisted the facilitators in compiling the data into a report and in presenting that report to the Physician Recruitment and Retention Committee. This project was particularly enlightening and rewarding as we found that many of the participants were very thankful to have had the chance to voice their concerns with, as well as their praise for, the city of Sault Ste. Marie.

In conclusion, I thoroughly enjoyed my intern experience with the Physician Recruitment and Retention Committee and I value the skills I have acquired through the project. I am eager to continue to work on these projects and should suitable funding be found I plan to continue my work with you and look forward to maintaining these existing projects as well as working on new ones.



Sault Ste. Marie  
**ECONOMIC  
DEVELOPMENT  
CORPORATION**



**DEVELOPMENT**  
Sault Ste. Marie  
a division of the SSMEDC



**ENTERPRISE  
CENTRE**  
Sault Ste. Marie  
a division of the SSMEDC



**TOURISM**  
Sault Ste. Marie  
a division of the SSMEDC

6(8)(b)

January 29, 2007

Mayor John Rowswell and  
Members of City Council

**Re: Science Enterprise Algoma (seA) application to the EDF 2006**

The Sault Ste. Marie Economic Development Corporation has received an application from Science Enterprise Algoma (seA) requesting City Council's support of \$60,000 to support three projects:

1. Alien Invasive Species Management Centre (\$10,000)
2. Bioproducts Sector Lead for Northern Ontario Commercialization Initiative (NOCI) (\$25,000)
3. Seed Capital to support development of a Centre of Excellence for Forest Innovation – Natural Products Centre (\$25,000)

The Sault Ste. Marie Economic Development Corporation Board of Directors received a presentation from Errol Caldwell, Executive Director of seA and passed a resolution (see attached SSMEDC Resolution – December 4<sup>th</sup>, 2006) in support of seA's request of \$60,000 to City Council from the City's EDF.

The funds requested are to support the projects identified above. City Council has been a key supporter for establishing the Alien Invasive Species Management Centre in Sault Ste. Marie. Previous City Council has provided funds to support the costs of developing the Plan for the Centre and to support costs associated in meeting with the various agencies in Ottawa to provide information and gain support for the project. \$10,000 would provide further financial resources to lever and complete the buy in from the various agencies to the project and hopefully gain political announcements in support of the Centre to be established in the Sault. The greatest risk for this initiative is that the government agencies back off and say no to the Centre. Therefore as a community we need to be persistent in gaining government support.



**6(8)(b)**

The Northern Ontario Commercialization Initiative (NOCI) was founded here in Sault Ste. Marie by Errol Caldwell along with the many partners that have formed the NOCI organization. City Council supported the SSMEDC (\$25,000) in the establishment of NOCI and the forest bioproducts sector specialist (Dr. Leon Magdzinski) that is now working out of seA offices. Robert Deline is the new Executive Director for NOCI and works out of North Bay but with a pan Northern coverage of services. To support the continued efforts of the NOCI Bi Products Sector Specialist, seA has taken over the management of the NOCI effort for the SSMEDC and will report on NOCI through its efforts. seA will be reported on by the CEO to the SSMEDC Board in his ongoing reports. Presently, NOCI in conjunction with the SSMEDC is supporting several Sault Ste. Marie businesses along with others in the North on their commercialization initiatives. Further information on this will be presented by Errol Caldwell at City Council.

Finally, the third project that seA is moving forward on is to develop the Centre for Excellence in Forest Innovation. Originally, this was branded the Forestry Centre of Excellence in Research and Education, but a name change was implemented by seA. One of the first components for this centre is to support the establishment of a science research chair within Algoma University for natural products. Seed capital of \$25,000 will be used to lever funding from the various levels of government to support the concept and feasibility as well as support for the University Chair. Errol Caldwell will elaborate further on this at City Council.

In reviewing this application from seA, the CEO has used the new 2007 EDF proposed criteria. This application does fit with the criteria for Economic Development Projects – strategic development, consistent with Destiny SSM strategic priorities that support the creation of a new economic engine for Sault Ste. Marie (Bi products and biotechnology). Strategic development is required before we can really ascertain the critical projects that would support the first two components – Net Job Creation and Increasing Tax Assessment. This area is in very early stages of development but there are emerging new businesses in the Sault that are engaging in this industry sector. These businesses in the Sault are being reached out to by seA, NOCI, and the SSMEDC.

seA's strategic priorities are supported and identified by Destiny SSM as key economic diversification priorities for the City of Sault Ste. Marie. Destiny SSM is supportive of seA.

In consulting with City Finance, there is approximately \$115,000 remaining in the 2006 EDF. In the opinion of the CEO, there does not appear to be any financial or liability risk to the City of Sault Ste. Marie beyond the contribution being requested today.

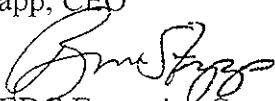
It is the recommendation of the CEO that City Council approve the following:

1. That \$60,000 from the EDF be approved for seA (through the SSMEDC) that directly supports the allocation of funds to the three projects:

**6(8)(b)**

- Alien Evasive Species Centre (\$10,000); NOCI Bi Products Sector Specialist (\$25,000); and the Centre of Excellence for Forestry Innovation – Natural Products Centre (\$25,000); and
2. That seA will provide a quarterly report outlining their results and providing the financial accounting pertaining to the three projects; and
  3. That seA and NOCI will provide recognition to the City of Sault Ste. Marie for their financial contributions via promotion and marketing material.

D. Bruce Strapp, CEO



Cc: SSMEDC Executive Committee  
Bill Freiburger, Commissioner of Finance and Treasurer  
Errol Caldwell, Executive Director, seA

**Application for Funding from the City of Sault Ste. Marie Economic Development Fund****1.0 APPLICANT INFORMATION:****Legal Name of business/organization**

Sault Ste. Marie Economic Development Corporation

Through Memorandum of Understanding with

Science Enterprise Algoma  
1219 Queen St. E.  
Sault Ste Marie ON P6B 2E5

**Governance Committee**

- Canadian Forestry Service – Dr. Pardeep Ahluwalia, Director General, Great Lakes Forestry Centre
- Ontario Ministry of Natural resources – Mr. Fraser Dunn, Director of Applied Research and Development Branch, located at the Ontario Forest Research Institute (OFRI)
- City of Sault Ste Marie – Mr. Don McConnell, City Planner
- St. Mary's Paper – Mr. Marc Dubé, External Affairs Manager (seA Chair)
- Bio Forest Technologies Inc. – Mr. Craig Howard, President
- Dr. Murray McLaughlin, McLaughlin Consultants
- Algoma University – Dr. Celia Ross, President
- Sault College – Colin Kirkwood, Dean Technology and Natural resources
- Group Health Centre – Mr. Greg Punch, Director of Corporate Development
- Mr. Errol Caldwell, Executive Director on special assignment from the CFS

**1.1 History of the Organization/Association**

Science Enterprise Algoma (seA) is a science economic development organization centered in Sault Ste Marie. It was formed in 2004 with the objective of developing an enhanced natural resources and life sciences infrastructure (science park) and economic development opportunities based on the commercialization of research and innovation opportunities originating out of Sault Ste. Marie's science community. The Sault Ste Marie EDC acts as a corporate sponsor for seA through a Memorandum of Understanding and provides corporate support services such as financial/accounting, legal and administrative support. The EDC, through its Development Sault Ste. Marie (DSSM) Division, also collaborates with seA through the provision of a variety of development and investment services ranging from industrial marketing to client servicing and project implementation. SeA currently has one full time staff member via the assignment of Mr. Errol Caldwell from the Great Lakes Forestry Centre to the position of Executive Director. Approval has been obtained for Youth Internships via both FedNor and NOHFC. Office space is currently provided as an in-kind contribution from the Great Lakes Forestry Centre at 1219 Queen St. E. in Sault Ste Marie. A seA business plan was developed in September 2005

**1.2 Organization Mandate****VISION**

To enhance science based economic development in Sault Ste. Marie, the Algoma Region and Northern Ontario through natural resources and life sciences.

## MISSION

seA supports employment and economic growth through commercialization of research results, strengthened community infrastructure and enhancements to science education

SeA enhances community efforts with federal, provincial and municipal governments, private industry, academia and not for profit organizations to build upon existing capacity for science infrastructure and in the commercialization and application of research and innovation based on natural resource sustainability and life sciences. Through partnership arrangements, seA is pursuing marketing and business development skills that will be needed to facilitate the application and commercialization of research and innovation. Such research and innovation is expected to increase as a result of the synergies that will accrue due to this community-based approach including potential for common science infrastructure.

SeA has led advancement of science applications that benefit the broader region of Northern Ontario. A specific example is through Mr. Caldwell's role as a founding member and now Management Committee Chair of the Northern Ontario Commercialization Initiative (NOCI). In addition to this management committee role, seA has the lead role in the delivery of the bioproduct sector component of the pan-northern NOCI program. seA's mandate does not include the management of research projects. However, it does work with other organizations that have the capability to facilitate and administer such projects e.g. the Upper Lakes Environmental Research Network (ULERN). SeA collaborates with the Sault Ste. Marie Innovation Centre (SSMIC) on matters of mutual interest including database design and business incubation but does not directly undertake any IT- based initiatives.

### **1.4 Key Contact for Initiative**

Executive Director – Mr. Errol Caldwell is on assignment from the GLFC as Executive Director. Mr. Caldwell has over 21 years experience in management of research projects within the Great Lakes Forestry Centre and also at a national level. He was founding Chair of the Ontario Federal Council Science Committee and has received several national awards for his efforts in science awareness, capacity building and youth outreach. He was the lead individual and also co-chair for the Youth Science Forum held in Sault Ste Marie in April 2005.

### **1.5 Contributing Partners**

The Great Lakes Forestry Centre of the Canadian Forest Service of Natural Resources Canada has played the lead and coordinating role in seA's formation. Other participating organizations have provided time and advice via a Steering Committee that was previously initiated under ScienceWorks. Some of the participants made financial and/or in-kind contributions to the consultant's feasibility report as well as other project specific funding requirements. Contributing organizations currently include:

- Natural Resources Canada – Great Lakes Forestry Centre
- Department of Fisheries and Oceans
- Ontario Ministry of Natural Resources
- City of Sault Ste Marie
- Sault Ste Marie Economic Development Corporation
- Community Development Corporation
- Destiny Sault Ste Marie
- St. Mary's Paper
- Algoma University College
- Sault College of Applied Arts and Technology
- BioForest Technologies Inc.

Upper Lakes Environmental Research Network (ULERN)  
 Group Health Centre  
 Sault Ste Marie Innovation Centre  
 Northern Ontario Commercialization Initiative (NOCI)  
 BIOENTERPRISE (Guelph)  
 Advisors including Ministry of Northern Development and Mines, FedNor

### **1.6 References**

Bill Theriault, former Director Destiny Sault Ste Marie  
 Tom Vair, Executive Director SSM Innovation Centre  
 Dr. Celia Ross, President Algoma University College  
 Marc Dubé, St. Mary's Paper

### **2.0 Project Information**

The focus of the organization for its initial (2 year) operating period has to a great extent been shaped by the 2004 consultant's report as well as the input of the Governance Committee, who have defined and targeted a portfolio of project-based activities designed to lay the groundwork for the organization's mandate and to capitalize on immediate opportunities concerning the commercialization of research. These activities will lay the groundwork for realizing the organization's purpose and mandate and consist of several projects and activities.

#### **2.1 Project Descriptions:**

The primary focus of seA is science based economic development via:

- facilitating an increase in the research infrastructure and educational capacity e.g. as project lead for the proposed Alien Invasive Species Centre and also the proposed Centre for Excellence in Forest Innovation
- becoming a catalyst for commercialization of research products and services e.g. via its role as bioproduct sector lead for the Northern Ontario Commercialization Initiative.

#### **Projects**

##### **1) Alien Invasive Species Management Centre**

seA is project lead in pursuit of a new research centre in Sault Ste Marie. Such a centre is required for the improved coordination of research and operational response to deal with the growing number of invasive pests and other species that are affecting forest and aquatic ecosystems and economies.

A business case has been completed with funding from the City, OMNR and CFS which confirms the need for a centre to improve management of forest and aquatic invasives.

A new contract has been initiated with MKI consultants with support from federal and provincial government departments and the City to further confirm the rationale for a centre and define its objectives, operations, implementation and resource requirements. This study will be made available to government leaders this winter. If the proposal is approved for funding additional scientific jobs will be created locally. The estimated positions required total 55. Sault Ste Marie will become recognized internationally for its leadership role in establishing this centre.

A total of \$70,000 has been raised from the City, OMNR, CFIA, and DFO for the latest contract. An additional \$10,000 will be required for the resource requirement component of the study once the functions and organizational structure of the centre have been determined.

**Request to Council** – approval of an additional allocation of \$10,000 to cover the cost of the resource requirement portion of the centre implementation plan.

##### **2) Bioproducts Sector Lead for NOCI**

seA provides the lead for NOCI for the economic development of biomass based technologies and businesses in N. Ontario. A bioproducts sector specialist has been hired with provincial funding allocated to NOCI. This specialist, Dr. Leon Magdzinski, a former research director for Tembec, has already moved to Sault Ste Marie and will operate out of seA. He will provide scientific and business advice to forest industry and other bioproduct and bioenergy interests to assist in operating cost reductions and revenue generation. This effort will be critical to northern Ontario interests but also to local firms such as St. Mary's Paper, Flakeboard, Bonifero Millworks, and our local agricultural and research communities. The SSMEDC has made a financial commitment to NOCI for \$25,000 a year for 4 years in partial support of this bioproducts sector specialist located within seA. City Council had approved a first year (\$25,000) of funding to the SSMEDC to support the establishment of NOCI.

**Request to Council** – approval of \$25,000 as the second of four annual contributions to NOCI in support of the bioproduct sector specialist and related seA responsibilities.

### 3) Centre for Excellence in Forest Innovation

The City of Sault Ste Marie has solicited seA's assistance as project lead to pursue the establishment of a Centre of Excellence in Forest Innovation. The rationale for this consideration is based upon the urgent requirement to assist the forest industry to meet some of the economic and technological challenges that it currently faces and that it might face in future. The Centre will also be in recognition of existing capacity for forest research and development in establishments in Northern Ontario including local establishments like the Great Lakes Forestry Centre of Natural Resources Canada, the Ontario Forest Research Institute and local offices of the Ontario Ministry of Natural resources; academia such as Sault College of Applied Arts and Technology and Algoma University College; non profit organizations such as the Upper Lakes Environmental Research Network and Science Enterprise Algoma; and significant forest industry and other industrial and business interests with a stake in forest sector competitiveness and innovation e.g. St. Mary's Paper, Flakeboard, Boniferro Mill Works, and others. Elsewhere in Ontario, there exist other significant academic and research capacities and private organizations with an interest in future forest economic and ecological sustainability. These include Lakehead, Laurentian and Nipissing Universities, Cambrian, Centennial and Boreal Colleges, among others including the University of Toronto. A "perfect storm" of factors including rising energy costs, rising value of the Canadian dollar, the Softwood Lumber dispute, access to forest fibre, an imbalance in economic competition, rising energy costs and decreasing markets and investments, has placed Ontario's forest sector in a critical situation. The industry requires significant assistance for modernization and transformation. Other issues affecting the ecological and economic sustainability of the forest resource include the threat from man made and natural disturbances including fire, pests including alien invasive species, climate change, increasing demands on forest fibre and biomass for energy and value added bioproducts. There is an urgent need for improved focus and combined effort on the part of government, academia and the private sector to address breakthrough technologies that can improve the competitiveness of the forest industry while also providing protection for the ecological and social values of Ontario's forests.

The goal is to establish a Centre of Excellence in Forest Innovation located in Sault Ste Marie networked with other Northern and S. Ontario, centres of expertise including but not limited to Thunder Bay, Sudbury, North Bay, Ottawa and Toronto, that can help address long term innovation and productivity for Ontario's forest economic and ecological sustainability.

**Request to Council** – A request of \$25,000 from the EDF would support seed capital for seA's development of the Centre for Excellence in Forest Innovation.

### 4) Other seA Projects

seA has undertaken or plans to initiate a number of projects which will be of direct benefit to

Sault Ste. Marie and will, among other things, increase our community's investment readiness and tap into the potential of our strong research and technology development community. These projects are listed below.

**a. Intellectual Property and Market Assessment**

Commercialization of research is core to seA's vision and mandate. An important building block towards this end will be the identification of related opportunities, processes, opportunities and obstacles. To this end, SeA will develop an in-depth report that summarizes intellectual property (IP) policies and procedures that exist in local S&T organizations; how specific IP arising from each organization can be accessed by private sector interests including the process for this; what IP, research activities, products and/or services from each organization are available now or might be available in the near future to interested private sector partners and/or entrepreneurs; identification of private sector R&D requirements to determine industry technology "pull" consistent with existing research capacity. This, in addition to technology "push" from science labs will help develop a more focused approach to research commercialization. In addition to inventorying current circumstances, this analysis may also identify specific obstacles to commercialization as well as proposed remedies for the same.

This project has been assisted by a Youth Internship Position approved via NOHFC.

Funding for the project is pending approval under the Go North NCIR program.

**b. S&T Infrastructure Audit**

seA will coordinate the development of a comprehensive assessment of Algoma District science organizations including research based industries with the intent of identifying and describing current resources and capacities with respect to research infrastructure, scientific equipment, skills and capabilities of the science related workforce, science academic capacity, and an assessment of private sector R&D needs. The information will be incorporated into a searchable database that interested parties can access via the seA website. This audit will be undertaken by a Youth Internship Position and participation with the SSMIC and Development SSM. The seA portion will begin upon hiring of an appropriate intern and be completed within the 12 month period of employment.

**c. Community Science Infrastructure Requirements**

The community will soon require a comprehensive assessment of its current and projected science infrastructure needs. For example:

Proposed Centre for Invasive Alien Species Management

Proposed Centre for Excellence in Forest Innovation

Other life science infrastructure requirements including clinical health research and bioprospecting

SeA office and meeting room space for operations and for client liaison. Currently allocated space will soon become insufficient. seA also requires infrastructure that will be used for a range of purposes including:

Leased office space for life science firms

Wet lab and other lab space for pilot scale production needs for new life science companies including bioproducts.

Space that will be used in collaboration with local academia and educators as required for research and/or teaching purposes i.e. the research and science teaching campus for AUC. Dedicated office and meeting rooms for science and innovation based non profit groups. Some of these infrastructure requirements will be more effectively located in proximity to the current forestry labs while others should be located elsewhere in the city as a component of the larger science infrastructure network. A detailed assessment is required to more clearly identify, justify and coordinate science infrastructure requirements.

## seA Progress to date

### Invasives Centre

- Business case completed in 2005
- Consultation with federal and provincial staff
- Discussions with local elected officials, selected Ministers and staff
- funding obtained and contract awarded for operating plan development, due Dec. 2006

### NOCI

- founding member of NOCI
- Chair of NOCI Management Committee
- led selection committee for NOCI Executive Director
- sought and hired bioproduct sector specialist
- Numerous bioproduct and bioenergy discussions and business contacts
- Formal linkages with other provincial innovation networks and organizations
- Represented NOCI at several provincial and national workshops and an international congress held in Toronto
- as a result of Mr. Caldwell's leadership and related seA projects SSM is recognized for its leadership in building an innovation network including in bioproduct sector.

### CEFI

- Initial discussions with potential partners and funding agencies
- sought and obtained industry champion

### Other Progress

- Business leads for economic growth – 6 contacts made thus far in 2006
- Participation on SSM Energy Committee and READ
- Seminars on energy and bioproduct technologies and alternative crop production
- initiated agreement for NOSM Bioprospecting lab at CFS
- initiated biology and chemistry lab access for AUC at CFS

### seA revenue stream 2006/07

Source	Operating	Salary and Benefits	Project Based	In Kind	Total
CFS	\$10,000	\$120,000****		\$20,000	\$150,000
City SSM			\$25,000* \$25,000** \$10,000***		\$60,000
SSMEDC				\$15,000	\$15,000
OMNR	\$20,000				\$20,000
AUC	\$10,000				\$10,000
Sault College	\$5,000				\$5,000
St. Mary's Paper	\$10,000				\$10,000
memberships	\$1,000				\$1,000
FedNor			\$27,500		\$27,500
NOHFC			\$27,500		\$27,500
SSM CDC			\$5,000		\$5,000
<b>Total</b>	<b>\$81,000</b>	<b>\$120,000</b>	<b>\$85,000</b>	<b>\$35,000</b>	<b>\$321,000</b>

6(8)(b)

- \*fiscal 2005 only, 2006 pending approval
- \*\*for NOCI Bioproducts sector activities pending approval
- \*\*\*for resourcing assessment Invasives Centre pending approval
- \*\*\*\*for Executive Director to Dec. 2007 only

Total Request for 3 projects by seA to City Council - \$60,000

6 (8)(b)

SAULT STE. MARIE  
ECONOMIC DEVELOPMENT CORPORATION

Board of Directors' Meeting

Monday, December 4, 2006  
Russ Ramsay Board Room, Civic Centre  
11:30 am.

AGENDA ITEM 2.1

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Moved by: Geoff Meakin

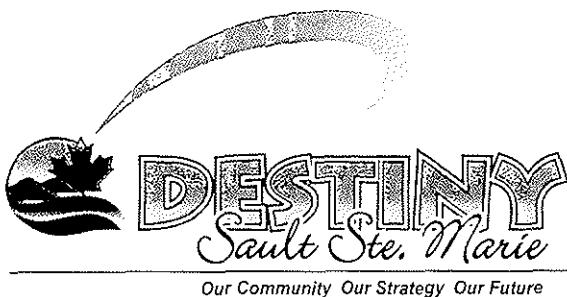
Seconded by: Chris Greensted

Whereas science enterprise Algoma (seA) has undertaken or plans to initiate a number of projects, which will be of direct benefit to Sault Ste. Marie and will, among other things, increase the community's investment readiness and tap into the potential of our strong research and technology development community;

Be it resolved to accept and approve science enterprise Algoma's application for funding for \$60,000 from the Economic Development Fund for the following projects:

- a) Alien Invasive Species Management Centre
- b) Bioproducts Sector Lead for Northern Ontario Commercialization Initiative (NOCI)
- c) Seed Capital to support development of a Centre of Excellence for Forest Innovation – Natural Products Centre

6(8)(b)



January 23, 2007

Bruce Strapp, CEO  
Sault Ste. Marie Economic Development Corporation

Re: Science Enterprise Algoma

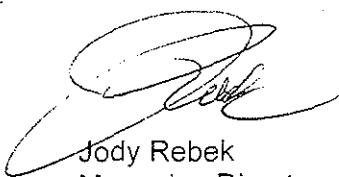
Dear Mr. Strapp:

On behalf of Destiny Sault Ste. Marie (SSM), a cooperative initiative of the SSM Economic Development Corporation (EDC), the City of Sault Ste. Marie, the Community Development Corporation of SSM and area, and the SSM Chamber of Commerce, I want to express our support for Science Enterprise Algoma (seA).

seA is an important organization for community economic development, diversification and wealth generation, making it one of Destiny SSM Key Strategic Priorities. Destiny SSM has been working closely with seA to provide input towards establishing the Centre for Invasive Species and the Centre for Forestry Excellence. seA is also collaborating with Destiny SSM, Upper Lakes Environmental Research Network and the SSM Innovation Centre to determine synergies that may exist between the organizations, finding ways to strengthen research and commercialization in the North.

May this letter provide evidence that seA is an important initiative, and that efforts to maintain seA's continued success and development are necessary to enhance diversification in our community.

Yours truly,



Jody Rebek  
Managing Director

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

BY-LAW 2007-16

AGREEMENT: (L-84) A by-law to authorize a renewal lease agreement with Randall Paul Deresti.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a renewal lease agreement between the City and Randall Paul Deresti for the purpose of locating a used car lot and office at 276 Wellington Street East.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

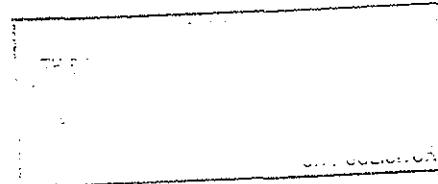
Read THREE times and PASSED in open Council this 29<sup>th</sup> day of January, 2007

---

MAYOR – JOHN ROWSWELL

---

CITY CLERK - DONNA P. IRVING



THIS LEASE made in duplicate the 1st day of February, 2007, in pursuance of the Short Form of Leases Act.

B E T W E E N:

THE CORPORATION OF THE  
CITY OF SAULT STE. MARIE

Hereinafter called the "Landlord"

OF THE FIRST PART

- and -

RANDALL PAUL DERESTI

Hereinafter called the "Tenant"

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained, the parties agree each with the other as follows:

1. The Landlord hereby leases to the Tenant the land known as Civic No. 276 Wellington Street East, in the City of Sault Ste. Marie, District of Algoma, hereinafter referred to as the subject lands.

To hold the subject lands commencing on the 1st day of February, 2007 and terminating on the 31st day of January, 2010.

2. Rent to be charged in the following manner:

For the period February 1st, 2007 to January 31st, 2010, the Tenant will pay rent in the amount of \$300.00 per month, in advance, on the first day of each and every month.

3. The Landlord hereby covenants and agrees with the Tenant for quiet enjoyment.

4. The Tenant hereby covenants and agrees with the Landlord as follows:

- (a) to pay all business and realty taxes assessed against the subject lands during the term;
- (b) to truly observe and fulfill the lawful provisions and requirements on all Statutes, Regulations, By-laws, Rules and Orders relating to the subject lands;
- (c) not to assign, sublet or part with the possession of the subject lands or any part thereof without the written consent of the Landlord;
- (d) to indemnify and save harmless the Landlord from and against any and all claims arising out of the Tenant's use of the subject lands including claims by the Tenant and including without limiting the generality of the foregoing, all claims for personal injury or property damages regardless of the cause and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon;
- (e) to keep in force during the term hereof, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the subject lands in an amount not less than Two Million (\$2,000,000.00) Dollars;

106a

- (f) to use the subject lands only for the purpose of locating a used car lot and an office.

5. It is hereby mutually agreed between the Landlord and Tenant as follows:

(a) at the termination of this lease the Tenant may remove all the fixtures installed by it on the subject lands, all of which are hereby deemed to be its property and, in the event that any property belonging to the Landlord is damaged as a result of any such removal, the Tenant shall pay to the Landlord such compensation as represents the fair actual cost of repairing the damaged property of the Lessor.

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



THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2007-19

**AGREEMENT:** (S.2.2.A) A by-law to authorize an agreement between the City and Brookfield Power Wind Prince L.P. for the provision of year round maintenance to the portion of Maki Road north of Allard Lake to the City boundary.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 29th day of January, 2007 between the City and Brookfield Power Wind Prince L.P. for the provision of year round maintenance to the portion of Maki Road north of Allard Lake to the City boundary.

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.

**READ THREE TIMES and PASSED** in open Council this 29<sup>th</sup> day of January, 2007.

---

MAYOR – JOHN ROWSWELL

---

CLERK - DONNA P. IRVING

THIS IS A DRAFT DOCUMENT. This document has not been enacted by the City Council and may not be enacted at all. It is provided in the form of the City of Sault Ste. Marie's By-Law System for information purposes only.

10(6)

## SCHEDULE "A"

This Agreement made the 29<sup>th</sup> day of January, 2007

BETWEEN

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

- and -

**BROOKFIELD POWER WIND PRINCE L.P.**  
("Brookfield")

WHEREAS Brookfield owns and operates a wind energy project immediately north of the City's northern boundary;

AND WHEREAS Brookfield accesses the said site via the municipal road known as Maki Road north of Allard Lake;

AND WHEREAS a portion of Maki Road north of Allard Lake is a gravel two-lane seasonal road;

AND WHEREAS the said portion of Maki Road receives summer maintenance only by the City;

AND WHEREAS Brookfield has agreed to pay to the City the approximate annual cost of providing winter maintenance;

NOW THEREFORE the parties hereto agree as follows:

### 1. TERM

This contract shall be for a term of five years commencing January 15, 2007 and may be extended upon the mutual consent of the parties hereto.

### 2. MAINTENANCE

- (a) The City hereby agrees to provide year round maintenance to the portion of Maki Road north of Allard Lake to the northern City boundary.
- (b) The City shall provide to that portion of the road its standard level of maintenance given to similar municipal roads.
- (c) Winter maintenance activities shall include patrolling, plowing, sanding, snow ditching, and related work as required.

### 3. COSTING

Brookfield agrees to pay to the City the approximate cost of winter snow maintenance which the parties hereto agree to be the amount of \$11,840.00 annually on January 15<sup>th</sup> of each year commencing January 15<sup>th</sup>, 2007.

### 4. CONTRACT TERMINATION

This contract may be terminated by either party by providing six months written notice to the other party.

**5. ENUREMENT**

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement effective the date first stated above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
Per:

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Mayor - John Rowswell

---

Clerk - Donna Irving

BROOKFIELD POWER WIND PRINCE L.P.  
Per:

---

Business Controller - Greg Zambusi

---

General Manager - Jim Deluzio

We have authority to bind the Corporation

File No. S.2.2.A - Maki RD

DH \agreements\Brookfield power rd maintenance 16 jan 07.doc



THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2007-21

**AGREEMENT:** (File No. E.3.4.4.) A by-law to authorize an agreement between the City and M.R. Wright and Associates Co. Ltd. for engineering services for biannual bridge inspections.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated this 14th day of September 2006 and made between the City and M.R. Wright and Associates Co. Ltd. for engineering services for Biannual Municipal Bridge Inspections and Report for Bridges in the City of Sault Ste. Marie, Ontario

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.

READ THREE times and PASSED in Open Council this 29<sup>th</sup> day of January 2007.

---

MAYOR – JOHN ROWSWELL

---

CITY CLERK – DONNA IRVING

10(c)

AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES

**MEMORANDUM OF AGREEMENT dated the 14<sup>th</sup> day of September**

A.D. 2006

**-BETWEEN-**

**THE CORPORATION OF**

**The City of Sault Ste. Marie**

Hereinafter called the 'Client'

**THE PARTY OF THE FIRST PART**

**-AND-**

**M.R. Wright and Associates Co. Ltd.**

Hereinafter called the 'Consultant'

**THE PARTY OF THE SECOND PART**

WHEREAS the Client intends to complete a Biannual Municipal Bridge Inspections and Report for bridges in the City of Sault Ste. Marie, Ontario.

hereinafter called the 'Project' and has requested the Consultant to furnish professional engineering inspection services in connection therewith;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

## ARTICLE 1 - GENERAL CONDITIONS

### **1.01    Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement

### **1.02    Services**

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

### **1.03    Compensation**

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3.

### **1.04    Staff and Methods**

The Consultant shall use current state of the art principles and shall skillfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.

### **1.05    Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

### **1.06    Patents**

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant and the Municipality.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for any other Municipal purpose or project.

### **1.07    Records and Audit**

- (a)    In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.

- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

#### **1.08 Changes and Alterations and Additional Services**

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

#### **1.09 Suspension or Termination**

The Client may at any time by notice in writing to the Consultant suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonable necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2.1 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

#### **1.10 Indemnification**

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Consultant in the performance of consulting services to the Client with this project.

#### **1.11 Insurance**

The Client will accept the insurance coverage specified in this clause as the limit of liability of the Consultant.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$1,000,000.00 for general liability and \$1,000,000.00 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000.00. When, requested the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with APEO Act, 1984 and Regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavor forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.4.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

**1.12 Contracting for Construction**

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**1.13 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

**1.14 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.15 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client, and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

**1.16 Principals and Executives**

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1(c).

**1.17 Specialized Services**

The Consultant may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

**1.18 Inspection**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the Client in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

**1.21 Arbitration**

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1980, Chapter 25, as amended shall apply.

**1.22 Time**

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

**1.23 Estimates, Schedules and Staff List****1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, the Consultant shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

**1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Consultant will require prior written approval, from the Client for any of the following changes;

- (a) Any increase in the estimated fees beyond those approved under subsection 1.23.1 (a)
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b)
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

**1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month

**1.24 Additional Conditions**

## ARTICLE 2 - SERVICES

### **Part A – Inspection Services**

To include for the following:

- Complete inspection in accordance with the MTO Ontario Structural Inspection Manual.
- Prepare Biannual Inspection Reports in accordance with the MTO Ontario Structural Inspection Manual.
- Obtain past records of inspections, drawings and maintenance records in accordance with the MTO Ontario Structural Inspection Manual.
- Review of in-situ conditions in accordance with the Canadian Highway Bridge Code.

### **Part B – Perform Calculations on Existing Structures, Design, and Auto Cad Drafting (Extra Work)**

- Perform additional detailed investigations and calculations in accordance with Part 3, 4, and 5 of the MTO Ontario Structural Inspection Manual and additional work as deemed necessary by the Consultant and Client.
- Complete design and drawings for temporary remedial activities and/or temporary works.
- Provide recommendations of repair, temporary conditions and remedial activities should the need arise.
- Provide drawings as required for approvals, tendering, and completion of the job.
- Design Engineer or Project Manager to attend the site periodically during construction, to inspect the job and make effective decisions for proper continuance of the work when necessary.
- Alter design or procedures as required to allow progression of the work.

### **Part C - Specifications and Tendering (Extra Work):**

- Complete necessary tender documents and specifications if required.
- Allow for a four week tendering period, and provide recommendations for a tender award.

### **Part D - Full-time Construction Supervision (Extra Work):**

Full time Construction Supervisor and/or Inspector for Construction Supervision is to be determined.

### **Part E - Post Construction Services (Extra Work)**

- Post Construction Services to be determined.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

#### (a) Payroll Costs

Payroll Cost is defined as hourly salary plus payroll burden.

- i) The following formula shall be used to calculate the hourly salary for billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

- ii) Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada pension employer contributions, Workplace Safety and Insurance Board and Canada Employment Service, but excludes bonuses or profit sharing. For the purposes of this agreement payroll burden is 17%.

#### (b) Cost of the Work

- i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii) Wherever the Client furnishes labour or any other service which is incorporated in the work, the current price of labour or other services when the work was executed shall be used to compute the Cost of the Work.
- iii) Whenever used material or equipment is furnished by or on behalf of the Client, the fair market value of such material or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account any other sum withheld from any contractor.
- v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

#### (c) Site

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### 3.2 Basis of Payment

#### 3.2.1 Fees Calculated on a Time Basis

3.2.1.1 For services performed in accordance with Article 2 - Part A The Client shall pay the Consultant the Fee as stipulated in the attached correspondence.

3.2.1.2 The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2 Part B, C, D, and E. Fees on a time basis shall be as follows:

- (a) Principals and Executives on normal assignments \$130.00 per hour. This rate will be reviewed annually and adjusted accordingly,
- (b) Staff on normal assignments - Payroll Cost plus 100%.
- (c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance including providing expert testimony and attendance at hearings or courts 50% more than the rates specified above.
- (d) Services During Construction
  - i) For all services, except for staff full-time continuously on site:  
Principals and Executives on normal assignments \$130.00 per hour  
This rate will be reviewed annually and adjusted accordingly.  
Other Staff: Payroll Cost plus 100%
  - ii) For site staff working full time continuously. Not applicable, to be completed by the Client for this project.

#### 3.2.1.3 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, and specifications.

Computer services, except where a computer is used for design under the percentage fee scale or for the Consultant's normal office administration, shall be considered a reimbursable expense.

### 3.3 Payment

#### 3.3.1 Fees Calculated on a Time Basis

-10-

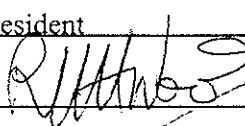
The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent monthly will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's Invoice.

**IN WITNESS THEREOF**, the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written

**SIGNED, SEALED AND DELIVERED**

in the presence of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONSULTANT**

\_\_\_\_\_M. R. Wright and Associates Co. Ltd.\_\_\_\_\_  
\_\_\_\_\_President\_\_\_\_\_  


**THE CORPORATION OF**

\_\_\_\_\_MAYOR/CHAIRMAN/REEVE/WARDEN\_\_\_\_\_  
\_\_\_\_\_

**CLERK**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-22

**AGREEMENT:** (File No. E.3.4.4.) A by-law to authorize an agreement between the City and Elliott Engineering Inc. for the design and contract administration of the resurfacing of Lyon's Avenue and improvements to the Lyons/Wellington intersection.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated this 18<sup>th</sup> day of January 2007 and made between the City and Elliott Engineering Inc. for engineering design, details, working drawings and project management for the resurfacing of Lyon's Avenue and improvements to the Lyons/ Wellington intersection.

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.

READ THREE times and PASSED in Open Council this 29<sup>th</sup> day of January 2007.

---

MAYOR – JOHN ROWSWELL

---

CITY CLERK – DONNA IRVING

10(d)

AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 18<sup>th</sup> day of January

A.D. 2007

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. ARIE

Hereinafter called the 'Client'

THE PART OF THE FIRST PART

AND

ELLIOTT ENGINEERING INC.

Hereinafter called the 'Consultant'

THE PART OF THE SECOND PART

WHEREAS the Client intends to:

Provide all engineering design, details, working drawings and project management (incl. administration) for **'LYON'S AVENUE RESURFACING/INTERSECTION IMPROVEMENTS'**

Hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

CITY CONTRACT NO. 2007-6E

ELLIOTT ENGINEERING INC. PROJECT NO. E06001

**AGREEMENT CONTENTS**

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**1.0 ARTICLE 1 – GENERAL CONDITIONS****1.1 RETAINER**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word 'Consultant' shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

**1.2 SERVICES**

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as charged, altered or added to under Section 1.8 are hereinafter called the 'Services'.

**1.3 COMPENSATION**

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3.

**1.4 STAFF AND METHODS**

The Consultant shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.

**1.5 DRAWINGS AND DOCUMENTS**

Subject to Section 3.2.3 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client may be used by the Client, for the Project herein described, including "record drawings". The Client has ownership of the drawings and the client indemnifies the Consultant for unauthorized use of the documents and deliverable.

**1.6 INTELLECTUAL PROPERTY**

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

**1.7 RECORDS AND AUDIT**

In order to provide data for the calculation on fees on a time basis, the Consultant shall keep a detailed record of hours worked by staff employed for the project.

- a) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item that the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- b) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

#### 1.8 CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES

With the consent of the Consultant, the Client may in writing at any time after the execution of the Agreement or the commencement of the services, delete, extend, increase vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.3. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

#### 1.9 SUSPENSION OR TERMINATION

Either party may at any time by notice in writing suspend or terminate the Services or any portion thereof of any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2.1 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.3.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

#### 1.10 INDEMNIFICATION

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages or every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client with this project.

#### 1.11 INSURANCE

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 for general liability and \$2,000,000 for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (inclusive limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate. When requested the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with APEO Act, 1984 and Regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.3.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

**1.12 CONTRACTING FOR CONSTRUCTION**

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**1.13 ASSIGNMENT**

Neither party may assign this Agreement without the prior consent in writing of the other.

**1.14 PREVIOUS AGREEMENTS**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.15 APPROVAL BY OTHER AUTHORITIES**

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

**1.16 PRINCIPALS AND EXECUTIVES**

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

**1.17 SUB-CONSULTANTS**

The Consultant may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

**1.18 INSPECTION**

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 PUBLICATION**

The Consultant agrees to obtain consent in writing of the Client before publishing or issuing any information regarding the Project.

#### **1.20 CONFIDENTIAL DATA**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the Client in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval of the Client.

#### **1.21 DISPUTE RESOLUTION**

- a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the project or in the business or other affairs of either the Client or the Consultant.
- c) The award of the arbitrator shall be final and binding upon the parties.
- d) The provisions of the Arbitrator's Act, R.S.O. 1980, Chapter 25, as amended shall apply.

#### **1.22 TIME**

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

#### **1.23 ESTIMATES, SCHEDULES AND STAFF LISTS**

##### **1.23.1 Preparation of Estimate of Fees, Schedule or Progress and Staff List**

When requested by the Client, the Consultant shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services, as noted in section 3.3.2.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client. A Project staff list and a Confidential schedule of 2007 Calendar year rates is attached as Appendix 'A'.

#### **1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Consultant will require prior written approval, from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 a).
- b) Any change in the schedule at progress that results in a longer period than provided in Sub-section 1.23.1 b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 c).

#### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

### **1.24 ADDITIONAL CONDITIONS**

#### **1.24.1 Electronic Data files and cad files**

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain Cad files or electronic data files (the "Files") prepared by the Consultant solely for its own use in respect of the project. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the Files and the data contained therein. The Files will not be stamped, certified or signed by the Consultant. Any use of the Files by the Client will be at the sole risk of the Client.

## 2.0 ARTICLE 2 – SERVICES

### 2.1 SERVICES TO BE PROVIDED BY CLIENT

- 2.1.1 Instruct the Consultant fully as to the Client's requirements and make available to the Consultant all relevant information the Consultant requires, including design objectives, constraints and criteria, special equipment and systems, site requirements, and project budget. The Consultant shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the client, or the client's Consultants, whether such Consultants are engaged at the Consultant's request or not.
- 2.1.2 Engage others directly, where required by the Consultant, to perform the specialized services (e.g. a legal survey of the project site, a geotechnical report, testing etc.) necessary to enable the Consultant to carry out fully the Consultant's duties. The retention of such specialized services by the client shall be subject to the joint approval of the client and the Consultant.
- 2.1.3 Give the Consultant the authority to act as the Client's agent in all matters falling within the scope of the Consultant's services.
- 2.1.4 Review promptly all documentation submitted by the Consultant, and inform the Consultant of decisions in time for the orderly progress of the Consultant's services and of the project.
- 2.1.5 Obtain and pay for all required consents, approvals, licenses, and permits from authorities having jurisdiction.
- 2.1.6 Arrange and make provision for the Consultant's entry and access to public and private property and the project site in the performance of the duties.
- 2.1.7 Arrange and pay for tender advertising and any legal, financial or insurance advice required for the project.
- 2.1.8 Designate in writing a representative to have authority to transmit instructions to, and receive information from, the Consultant, and advise the Consultant in advance if this representative is to be changed.
- 2.1.9 Notify the Consultant immediately, whenever the client, or the client's representative, becomes aware of a defect or deficiency in the work or the contract documents.
- 2.1.10 Provide survey information, property fabric and materials testing.

### 2.2 SERVICES TO BE PROVIDED BY CONSULTANT

- 2.2.1 Attend meetings to obtain full information on existing and proposed municipal services, roads and other facilities and determine the municipality's standard criteria for design.
- 2.2.2 Provide preliminary design for road reconstruction incorporating the municipality's long range land use and traffic plans. These items will be used to determine the design speed, traffic volumes, sight distances, turning lane requirements as well as sub-grade, pavement, sidewalks, curbs and gutters, drainage and utility relocations with due consideration to illuminated signs, fences, landscaping and zone painting.
- 2.2.3 Provide detail design plan and profile drawings, augmented with cross sections and detail drawings as required. Plan and profile will be drawn to horizontal 1:500 scale and a vertical scale of 1:100. The profile will indicate the finished road surface giving length and grade. The plan will indicate centreline, curb line, relocated utilities and turning lanes.

- 2.2.4 Prepare specifications based on Ontario Provincial Standard Specifications. Special Provisions will be provided for standards that are not in the standard specifications or require modification for this project.
- 2.2.5 Contract documents based on Ontario Standard M-100 General Conditions will be prepared included Information to Tenderer's, a Form of Tender with Unit Quantities, Article of Agreement and Special Provisions.
- 2.2.6 A preliminary project cost estimate to be used as the basis of Consultant fees will be created, and is subject to revision once final design details have been completed. A final construction cost estimate will be prepared prior to tender opening to be used as a basis of comparison.
- 2.2.7 The Consultant will provide to the Client, tender evaluations and recommendations on award.
- 2.2.8 The Consultant will provide general review during construction providing interpretation of the drawings and specifications, review the construction schedule, advise on the issue of change orders, issue progress certificates for the Clients acceptance, make periodic site visits, attend job meetings.
- 2.2.9 Provide full time resident staff to determine if work is being carried out in accordance with the Contract Documents, communicate deficiencies in the work, arrange for materials testing and inspect materials and workmanship, record field information, maintain records for payments.
- 2.2.10 Post-Construction services include review of deficiencies during guarantee period, final acceptance and preparation of record drawings.

### **2.3 FEE – SCOPE DEFINITIONS**

For purposes of Fees, Disbursements and Costing, the work will generally be broken into sub-sections and Mile-Stones of work, as follows:

#### **2.3.1 Section 1- Project Services**

Start-up services and project details acquisition.

#### **2.3.2 Section 2- Design Services**

Preliminary design and layouts, detailed design, final drawings and specifications, evaluations of tenders and recommendations for the awarding of the contract.

#### **2.3.3 Section 3- General Review Services**

General review during construction & contract administration.

#### **2.3.4 Section 4- On Site Review**

On-Site review staff during construction.

## ARTICLE 3 – FEES AND DISBURSEMENTS

### 3.1 DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

a) Payroll Cost:

Payroll cost is defined as hourly salary plus payroll burden based upon standard salaries and hourly rates for all staff as determined by job classification. Find attached to this a confidential document, titled "**Appendix A**" **Standard Engineering Rates - 2007**, a standard hourly billable rate sheet with descriptions and rates for project personnel.

b) Services During Construction:

- i) For all services, except for stall full-time continuously on site:

**Appendix 'A' Standard Engineering Rates – 2007** will apply to all staff.

- ii) For site staff working full time continuously.....Payroll Cost plus 70%.

Payroll burden equals fringe benefits expressed as a percentage of salary that provides health and medical insurance, group life and disability insurance, company and Canada Pension Employer Contribution, Worker's Compensation and Unemployment Insurance, but excludes bonuses or profit sharing.

c) Cost of the Work:

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other services that is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damaged claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

d) Site

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### 3.2 BASIS OF PAYMENT

#### 3.2.1 Fee Calculated on a Time Basis

The Client shall pay the Consultant's fees which are to be calculated on an hourly basis with full written documentation to be provided by the Consultant with the submission of monthly invoices. See attached Appendix 'A' for breakdown of hourly rates for each type of individual. The sum of the total "Fees" shall not exceed "Fee as a percentage of the Cost of the Work" for normal projects as follows:

#### 3.2.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

#### 3.2.3 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including, but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, cell phone charges, fax transmissions, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

**3.2.3.1** Information Technology and Reprographic (ITR) costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10.00 per hour expended. The assessment shall include all information technology resources, including, computer equipment/systems, computer software, computer supplies, networking (local and wide area) and labour associated with computer management, administration and support. Computer systems include all types of computers, such as general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing set shall not be included in this rate.

**3.2.3.2** Telecommunication costs (COM) other than video-conferencing incurred by the Consultant shall be reimbursed at a standard charge rate of \$10.00 per hour expended. The assessment shall include in-house costs for use of telephone/telecommunication services (including maintenance and support) and facsimile transmission.

### 3.3 PAYMENT

#### 3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1% monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

#### 3.3.2 Fee Limit

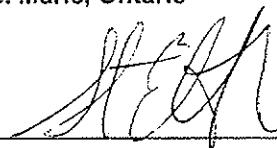
All fees will be calculated in accordance with Section 3.1 and 3.2 and shall be time based. The upset limit for **2.3.1 Section 1-Project Services** and **2.3.2 Section 2 Design Services** as defined is hereto **\$ 104, 500.00**, which is nominally 7.50% of our estimated construction costs and shall not exceed this amount with out prior written approval.

10ld

SIGNED, SEALED AND DELIVERED

CONSULTANT:

Elliott Engineering Inc.  
163 East Street  
Sault Ste. Marie, Ontario  
P6A 3C8

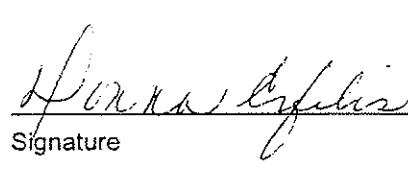


Jan 18/07

Signature – Stan Elliott, P. Eng, President.

Date

WITNESSED BY:

 Signature

Jan 18/07

Date

Title

CLIENT:

The Corporation of the City of Sault Ste. Marie  
P.O. Box 580  
Sault Ste. Marie, Ontario  
P6A 5N1

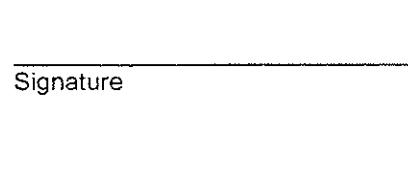
Mayor – Mr. John Rowswell, P.Eng

Date

Deputy City Clerk -- Mrs. Donna P. Irving

Date

WITNESSED BY:

 Signature

Date

Title



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

BY-LAW 2007-24

AGREEMENT: (L-84) A by-law to authorize a lease with Bell Mobility

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a lease agreement between the City and Bell Mobility in order to allow Bell to erect a tower and equipment shelter at the northwest corner of Cathcart and West Streets. East.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

Read THREE times and PASSED in open Council this 29<sup>th</sup> day of January, 2007

---

MAYOR – JOHN ROWSWELL

---

CITY CLERK - DONNA P. IRVING

10(c)  
This document  
is a copy of the original document  
filed with the City Clerk. It may not  
be used as evidence in any proceeding  
in the court of the DRAFT stage.  
CITY SOLUTIONS

10(e)

LEASE AGREEMENT

"CATHCART & WEST STREET"  
SAULT STE MARIE, ONTARIO

SITE NO. 1890

THIS AGREEMENT made this 7<sup>th</sup> day of January, 2007

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

CITY OF SAULT STE. MARIE

(the "Landlord")

OF THE FIRST PART

- and -

BELL MOBILITY INC.  
5099 CREEKBANK ROAD, 6N  
MISSISSAUGA, ONTARIO  
L4W 5N2

(the "Tenant")

OF THE SECOND PART

WITNESSETH WHEREAS the Landlord is the registered owner of the property municipally known as Original Town Lot 3, South Cathcart Street, Sault Ste. Marie, Ontario, which is more particularly described in Exhibit "A" (the "Property") attached hereto and forming a part hereof;

AND WHEREAS the Tenant is desirous of using a portion of the Property being approximately a 40 foot by 50 foot area (or less) which is more particularly shown on the plan attached hereto and forming a part hereof as Exhibit "B" (the "Leased Premises") to erect a tower and an equipment shelter on the Leased Premises for the exclusive use of the Tenant, its agents, employees, contractors, assignees and/or sublessees to attach, adjust, operate, maintain and replace initial and additional cabling, antennas, antenna mounts and any other related equipment attachments required for wireless telecommunications, together with utility easement and, if required, an access road to the Leased Premises;

AND WHEREAS the Landlord is agreeable to allow the Tenant to use the Property as herein described subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. USE OF LEASED PREMISES

The Landlord hereby grants to the Tenant permission to use and maintain on the Leased Premises a tower (the "Tower"); an equipment shelter and all necessary cabling, antennas, antenna mounts and any other related equipment attachments (the "Equipment"); and permission to install, reconfigure, attach, operate, maintain and replace the Tower and all of the initial and additional Equipment on the Leased Premises for wireless telecommunications. The Tenant shall be permitted, during the construction phase, to occupy an area outside the Leased Premises for the purpose of constructing the tower, such area to be repaired at

the Tenant's expense and to the reasonable satisfaction of the Landlord. The Tenant shall have the further right to construct and maintain an access road to the Leased Premises, if required.

## 2. TERM

The term of this Lease shall be five (5) years commencing on January 1, 2007 or adjusted to the first day of the month construction begins and ending on December 31, 2011 (the "Term").

## 3. RENT

The Tenant shall pay to the Landlord, its successors and assigns, rent as set forth in Exhibit "C" (the "Rent"), attached hereto and forming a part hereof, for the use of and access to the Leased Premises as granted by the Landlord herein. In addition, the Tenant shall pay to the Landlord any goods and services tax which it is required to pay by law provided that the Landlord shall inform the Tenant of the applicable registration number.

## 4. OPTION TO EXTEND

Provided the Tenant is not in breach of the Lease at the expiry of the Term, the Tenant shall have three (3) options to extend the Term of the Lease (the "Option to Extend") for a further term of five (5) years each upon the same terms and conditions as contained in the Lease save only for the Rent shown on Exhibit "C" attached hereto. To exercise an Option to Extend, the Tenant shall give notice in writing to the Landlord no later than ninety (90) days prior to the date of expiry of the then current Term.

## 5. ASSIGNMENT

The Tenant shall be permitted to assign, sublet or license the whole or any part of the Tower, Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee (the "Assignee") provided that the Tenant shall not be relieved from any of its obligations under this Lease and further provided that the Assignee(s) agrees to be bound by the terms and conditions of this Lease.

## 6. TENANT'S WORK

- (a) The Tenant shall, at its own expense, install, attach, repair, operate and maintain its Tower and Equipment in a good and workmanlike manner. All installation, reconfiguration, attachment, maintenance, repair and operation to be carried out under this Lease by the Tenant shall be done at the Tenant's expense and risk. Upon the expiration or earlier termination of this Lease, the Tenant agrees to repair at the Tenant's cost and expense to the reasonable satisfaction of the Landlord, all damages, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Landlord's property, including all buildings on the Property by reason of the installation, reconfiguration, attachment, maintenance, operation or removal of the Tenant's Tower or Equipment.
- (b) The Tenant and any Assignee may make any alterations and/or improvements during the Term and any extension thereof without requiring the consent of the Landlord. Such alterations and/or improvements may include, but are not limited to the expansion of existing, or the addition of new, equipment shelter(s), antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other equipment required by the Tenant or any Assignee.
- (c) The Landlord agrees that the Tower and Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and may be removed from the Leased Premises at any time from time to time by the Tenant during the Term or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good any damage caused by such removal, reasonable wear and tear excepted. Failure by the Tenant to remove the Tower and Equipment after receipt of at least ninety (90) days prior written notice by the Landlord to remove same upon the expiration or early termination of this Lease will enable the Landlord to remove the Tower and Equipment at the reasonable expense of the Tenant.

## 7. ACCESS

- (a) The Landlord grants to the Tenant, its agents, employees, contractors, or to an Assignee, all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to the Property, and such

other rights as are necessary to enable the Tenant, its agents, employees, contractors or any Assignee to install, reconfigure, attach, operate, maintain and replace the Tower and Equipment, including but not limited to connecting its Tower and Equipment to the public telephone and utility networks, pursuant to the public telephone and utility's requirements or recommendations and any required right-of-ways as may be detailed in Exhibit "B". The Tenant, at its expense, shall prepare a plan of survey outlining the Leased Premises and all rights of access to and egress from the Property as shown on Exhibit "B" attached hereto and forming a part hereof. Such plan shall be registered with a copy forwarded to the Landlord. Access keys shall be provided by the Landlord to the Tenant if and when keys are requested by the Tenant.

- (b) Where available, the Tenant, its agents, employees, contractors and any Assignee, shall have the use of and access to any existing access driveway and a twenty-four (24) hour parking space located on the Property. If required, the Landlord shall provide the Tenant with parking access cards and provide notice to any security personnel and contracted towing/tagging services.

#### 8. ADDITIONAL TAXES

The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term hereof, by a governmental authority (collectively, the "Taxes") upon or in respect of the privileges hereby granted provided that:

- (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant's use of the Leased Premises; and
- (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the "Taxes Notice"), which Taxes Notice shall be delivered no later than eighteen (18) months following the due date for the Taxes set out in such Taxes Notice (the "Taxes Due Date"). If the Landlord fails to deliver the Taxes Notice on or before the date which is eighteen (18) months following the Taxes Due Date, then, notwithstanding anything to the contrary herein, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes.

#### 9. ELECTRICITY

The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. Where permitted by the local hydro utility, the Tenant shall at its expense install a separately metered hydro subservice; such electrical consumption shall be billed separately by the local hydro utility to the Tenant.

#### 10. FAILURE TO PAY RENT

If the Tenant defaults at any time in any rental payment required under this Lease during the Term or any extension thereof, or fails, or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Landlord shall give the Tenant written notice of such default and the Tenant shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding on the sixteenth (16th) day the Landlord may terminate this Lease forthwith, except in the event that such default reasonably requires more than fifteen (15) days to correct in which case the Tenant shall have a reasonable time to cure such default.

#### 11. OVERHOLDING

If the Tenant overholds the Leased Premises beyond the Term of this Lease or any extension provided herein, the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

#### 12. TERMINATION

It is agreed and understood that the Tenant may terminate this Lease at any time, for any reason whatsoever, by giving ninety (90) days prior written notice to the Landlord and the Tenant shall be entitled to remove the Tower and all other Equipment from the Leased Premises within a reasonable time thereafter. In the event of such termination the parties shall be released from any further obligations with respect to any matter under this Lease.

### 13. EXCLUSIVE USE

The Landlord shall not during the Term of this Lease, or any extension thereof, use or permit others to use the Property for the installation of any antennas or equipment which are used for the purpose of wireless telecommunications or which may interfere in any manner with the signals transmitted or received by the Tenant's Equipment.

### 14. QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord provided the Tenant performs all its covenants under this Lease.

### 15. INSURANCE

The Tenant shall, during the Term hereof, keep in full force and effect a policy of insurance with respect to the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence. Insurance policies may be composed of any combination of primary and excess (umbrella) insurance policies. The Tenant agrees to indemnify the Landlord for any claims or damages caused by the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any damage, loss, injury or death which results from the negligence or willful misconduct of the Landlord, its employees, agents, contractors or those whom it is responsible in law.

### 16. ENVIRONMENTAL

The Landlord warrants, to the best of its knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials (the "Contaminants"). If Contaminants are discovered by the Tenant during the Term or any extension thereof the Tenant may terminate this lease. Likewise, the Tenant agrees not to bring any Contaminants onto the Property.

### 17. MODIFICATION

No change or modification to this Lease shall be valid unless it is in writing and is duly executed by both parties hereto.

### 18. REGISTRATION AND NON-DISTURBANCE

The Tenant may register this Lease or a notice of this Lease on title to the Property in order to show its interest herein and the Landlord shall provide the Tenant with a legal description of the Property for such registration. The Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease. The Landlord further agrees to execute any further documents required and all direct costs shall be borne by the Tenant.

### 19. NOTICE

Any notice required by this Lease shall be made in writing and shall be considered given or made on the day of delivery if delivered before 5:00 p.m. by facsimile or by personal delivery upon any officer of the Tenant, or three (3) business days after the day of delivery if sent by prepaid registered mail upon the Landlord addressed as follows:

City of Sault Ste. Marie  
 99 Foster Drive  
 Sault Ste. Marie, Ontario  
 P6A 5N1  
 Attention: Mr. Bottos, City Solicitor  
 Facsimile: (705) 759-5405

10(e)

and in the case of the Tenant to:

BELL MOBILITY INC.  
5099 CREEKBANK ROAD, 6N  
MISSISSAUGA, ONTARIO  
L4W 5N2

Attention: Real Estate Services  
Facsimile: (905) 282-3102

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

## 20. EMERGENCY CONTACT INFORMATION

Bell Mobility's Call Centre can be reached 24 hours a day at (416) 503-4636 to report power outages or other hazardous conditions occurring at the leased premises.

## 21. BINDING AGREEMENT

The Landlord covenants that he has good right, full power, and absolute authority to grant this Lease to the Tenant and this Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

## 22. EXECUTION

This Lease shall not be in force or bind either of the parties hereto until executed by all the parties named herein.

## 23. CONDITIONAL PERIOD

This Lease referred to herein shall be conditional until September 31, 2007, upon the Tenant obtaining at its expense all municipal, provincial, federal or other governmental approvals required for the construction and installation of the Tower and Equipment on the Leased Premises and upon the Tenant satisfying itself in its sole discretion, which discretion may be exercised arbitrarily, that the Property is both technologically and economically viable for the Tenant. If any of the above conditions are not satisfied by the date noted above, then the Tenant may terminate this Lease and the Rent and any other payments made hereunder shall be refunded prorata, to the date of such termination, and both parties shall be released from all further obligations or liabilities under this Lease. These conditions are for the sole benefit of the Tenant and may be waived or extended only by the Tenant at its sole option.

## 24. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

10c'

IN WITNESS WHEREOF the said parties hereto have duly executed this Lease on the dates noted below.

DATED at Mississauga, this \_\_\_\_\_ day of \_\_\_\_\_, 2007

BELL MOBILITY INC.

Per: \_\_\_\_\_  
Steven Mountford  
Director, Wireless Operations (Central)

Seal

DATED at Sault Ste. Marie, this \_\_\_\_\_ day of \_\_\_\_\_, 2007

City of Sault Ste. Marie

per: \_\_\_\_\_  
name: \_\_\_\_\_  
title: Mayor - John Newsome

Seal

per: \_\_\_\_\_  
name: \_\_\_\_\_  
title: City Clerk - Donna P. Irving

I/We have the authority to bind the Corporation

EXHIBIT "A"

To the Agreement dated the 7<sup>th</sup> day of January, 2007

Between:

CITY OF SAULT STE. MARIE

- and -

BELL MOBILITY INC.  
5099 CREEKBANK ROAD, 6N  
MISSISSAUGA, ONTARIO  
L4W 5N2

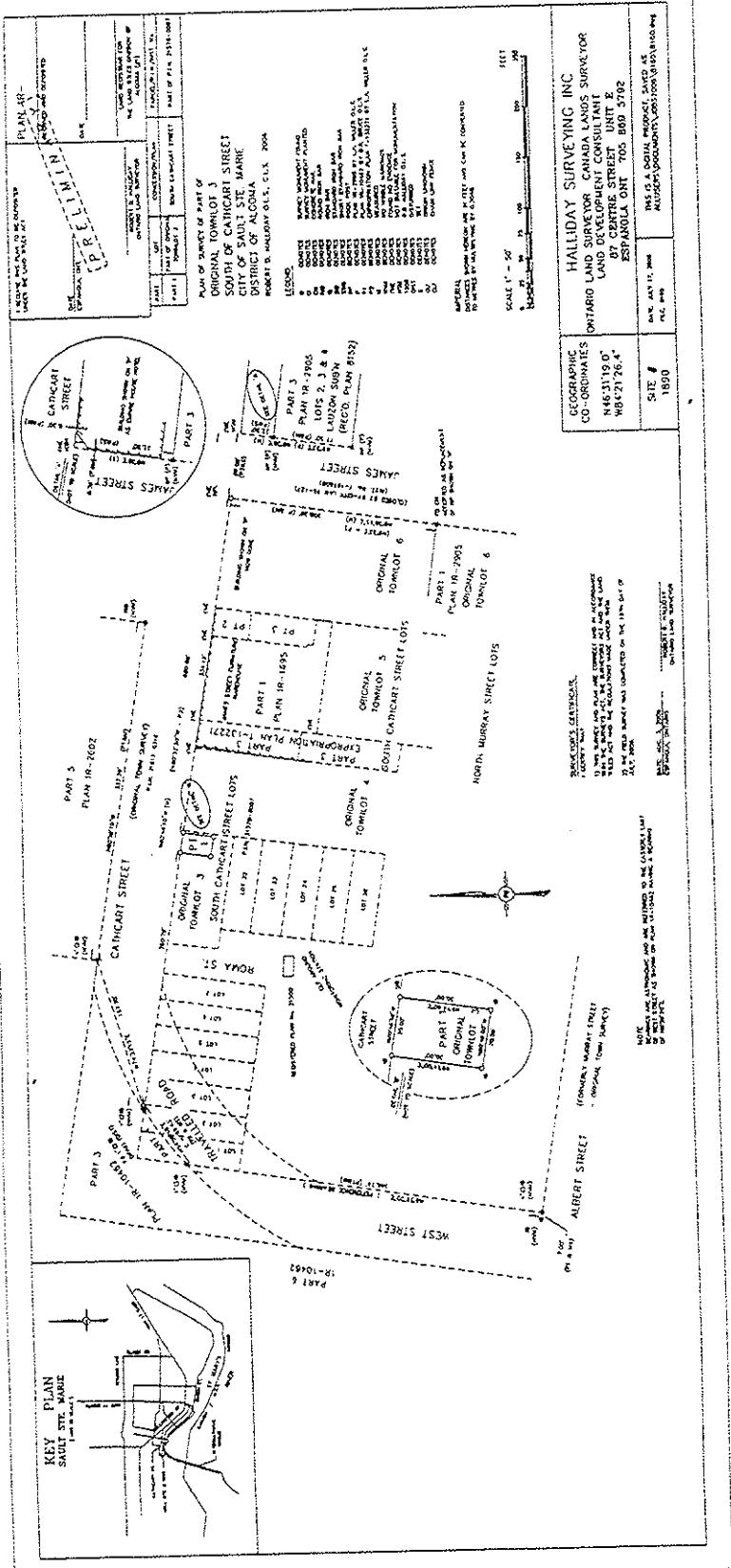
All and singular that certain parcel or tract of land and premises described municipally as Original Town Lot 3, South Cathcart Street, Sault Ste. Marie, Ontario.

The Property being more particularly described as:

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**EXHIBIT "B"**

## PLAN OF LEASED PREMISES



## EXHIBIT "C"

## RENTAL PAYMENT SCHEDULE

The Tenant shall pay Rent to the Landlord as follows:

- (a) During the period commencing January 1, 2007 or adjusted to the first day of the month construction begins and ending December 31, 2011, the Tenant shall pay to the Landlord annual rent in the amount of five thousand dollars (\$5,000.00), payable in advance.
- (b) Provided that the Tenant shall have exercised its first (1st) Option to Extend, during the period commencing January 1, 2012 and ending December 31, 2016, the Tenant shall pay to the Landlord annual rent in the amount of five thousand five hundred dollars (\$5,500.00), payable in advance.
- (c) Provided that the Tenant shall have exercised its second (2nd) Option to Extend, during the period commencing January 1, 2017 and ending December 31, 2021, the Tenant shall pay to the Landlord annual rent in the amount of six thousand one hundred dollars (\$6,100.00), payable in advance.
- (d) Provided that the Tenant shall have exercised its third (3rd) Option to Extend, during the period commencing January 1, 2022 and ending December 31, 2026, the Tenant shall pay to the Landlord annual rent in the amount of six thousand eight hundred dollars (\$6,800.00), payable in advance.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-28

**AGREEMENTS:** (E.3.4.4.) A by-law to authorize an agreement between the City and the Sault Ste. Marie and District Group Health Association for the provision of Employee Assistance Services.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 2<sup>nd</sup> day of January, 2007 and made between the City and The Sault Ste. Marie and District Group Health Association for the provision of Employee Assistance Services. For the period from January 1, 2007 to December 31, 2007.

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.

**READ THREE TIMES** and **PASSED** in open Council this 29<sup>th</sup> day of January, 2007.

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MAYOR – JOHN ROWSWELL

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CLERK - DONNA P. IRVING

**Employee Assistance Services Agreement**

**Between**

**The Sault Ste. Marie and District  
Group Health Association**

**And**

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

A. By this agreement, the Sault Ste. Marie and District Group Health Association's Employee Assistance Services will:

1. Provide Employee Assistance Services to City employees and their family.
2. Provide *an unlimited number of counselling sessions* to City employees and their family.  
(Counselling will be short-term to medium range with length of time.)
3. Provide *an unlimited number of worksite visits* to all City of Sault Ste. Marie facilities.
4. Provide *consultation services* to the City's Human Resources Department, to supervisor's and union representatives.
5. Conduct EAP *Information Sessions on-site* when requested.
6. Provide *workshops* on specific subjects to City employee groups when requested.  
(Relevant to work and family life.)
7. Prepare *Quarterly Statistical Reports for the City's EAP Representative*.
8. Support the City with its provision of an Employee Assistance Program.

Page 2  
EAP Services Agreement  
City of Sault Ste. Marie

B. By this agreement The Corporation of the City of Sault Ste. Marie will:

1. Encourage the use of the EAP by City employees and actively facilitate access to the EAP by employees who may want assistance.
2. Provide the EAP counsellors with reasonable access to all employee groups for the purpose of informing employees about the EAP.
3. Maintain an ongoing EAP Representative.
4. Implement training workshops for supervisors and union representatives.
5. Provide opportunities for employees to receive workshops conducted by the Group Health Centre's Employee Assistance Services. Provide training time, meeting space, support services and audio/visual equipment.
6. Pay to the Sault Ste. Marie and District Group Health Association the sum of \$24,752.00. (Twenty-four Thousand Seven Hundred and Fifty-two Dollars and No Cents) This will cover the period from January 1, 2007 to December 31, 2007.

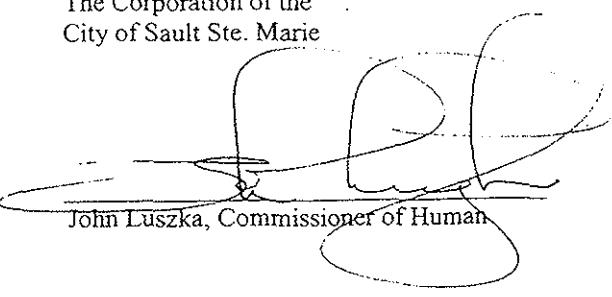
C. 1. This agreement may be terminated by either party on written submission with 90 days notice.

Signed for  
The Sault Ste. Marie  
and District Group Health  
Association

  
Paul Apostolon, Department Head, Counselling  
Resources

Date January 2, 2007

Signed for  
The Corporation of the  
City of Sault Ste. Marie

  
John Luszka, Commissioner of Human

John Rowswell, Mayor

Donna P. Irving, City Clerk

Date \_\_\_\_\_



16(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2007-29

**AGREEMENT:** (L-319) A by-law to authorize a Memorandum of Understanding between the City and Sault Area Hospital for funding toward the relocation of the Sault Ste. Marie Central Ambulance Communications Centre to 71 Old Garden River Road.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 29th day of January, 2007 between the City and Sault Area Hospital for funding toward the relocation of the Sault Ste. Marie Central Ambulance Communications Centre to 71 Old Garden River Road

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.

**READ THREE TIMES** and **PASSED** in open Council this 29<sup>th</sup> day of January, 2007.

MAYOR – JOHN ROWSWELL

**NOTICE**

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY CLERK

CLERK - DONNA P. IRVING

10(g)

SCHEDULE "A"

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE SAULT AREA HOSPITAL**

**AND**

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

**RELOCATION OF SAULT STE MARIE CENTRAL AMBULANCE**  
**COMMUNICATIONS CENTRE TO**  
**71 OLD GARDEN RIVER ROAD, SAULT STE. MARIE, ONTARIO**

**DRAFT**

## MEMORANDUM OF UNDERSTANDING

### **BACKGROUND**

The Sault Area Hospital (hereinafter referred to as the "Hospital") operates the Sault Ste. Marie CACC (hereinafter referred to as the "CACC") pursuant to a performance agreement with the Ministry of Health and Long-Term Care (hereinafter referred to as "MOHLTC"). The CACC is currently located in a building located on the hospital property. The CACC must relocate before 2010, the year that the Sault Area Hospital is scheduled to relocate to its new site.

The City of Sault Ste. Marie (hereinafter referred to as the "City") sought a funding commitment from MOHLTC to relocate the CACC to a new communications facility owned by the City, located at 71 Old Garden River Road.

The portion of capital costs attributed to the ambulance portion of the new communications centre is expected to be up to \$1.225 million. The City Council is expected to approve the amalgamation funding during this 2006-2007 fiscal year, with the move to the new facility planned for Summer 2007. The Hospital will continue to operate the CACC following relocation, as it does now.

The one-time funding amount of up to \$1.225M is provided by the MOHLTC to the Hospital. The City shall have the responsibilities outlined below and shall issue invoices to the Hospital using a mutually acceptable process and format for payment of approved costs by the Hospital to the City.

### **PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to establish the parameters of the agreement between the Hospital and the City for a one-time funding amount of up to \$1.225M for the relocation of the CACC, including the capital costs required for the CACC portion of the new centre.

### **ROLES AND RESPONSIBILITIES**

#### **For the Hospital:**

- The one-time funding amount of up to \$1.225M, provided by the MOHLTC to the Hospital, shall be forwarded by the Hospital to the City based on approved invoices provided by the City to the Hospital.
- The Hospital, on behalf of the MOHLTC, will provide the City with the following:
  - an ARIS 2 rack;
  - an administration server;
  - radio cabinets;
  - required personal computers and monitors.
- The Hospital will assign a representative to the building project committee.
- The Hospital will enter into a long-term occupancy agreement with the City at market value rent.

**For the City:**

- The City shall expend the one-time funding amount for the ambulance portion of the new communications centre at 71 Old Garden River Road for the following:
  - interior construction;
  - patio & enclosure, and ramp access;
  - electrical system and equipment;
  - mechanical equipment;
  - communications equipment;
  - general costs such as permits, site supervisions, site cleaning, etc.;
  - security costs;
  - contingency fees;
  - office furnishings;
  - dispatch consoles;
  - mapping solutions (presentation product);
  - projectors;
  - seating
  - moving costs.
- The City will enter into a long-term occupancy agreement with the Hospital at market value rent. The City shall draft a separate occupancy agreement to be signed with the Hospital.
- The City shall ensure that its occupancy agreement contains a provision providing the CACC, Hospital representative and MOHLTC access at all times to the communications tower, back-up generator, and any other back-up power supplies.
- The City will provide all funding necessary for the construction of a 100-foot communications tower and installation of a back-up generator.
- Subject to MOHLTC approval and funding, SAH shall provide the City with additional funding required for a communications tower exceeding 100 feet in height, provided that the excess footage is required for ambulance communication services only.
- The City shall begin construction of the CACC portion of the new communications centre by March 31, 2007. The project completion date is scheduled for no later than November 30, 2007.
- The City will provide the Hospital with a detailed accounting of actual costs incurred to date, and projected costs for the project every three months until the project is completed. At the completion of the relocation, the City will provide the final actual costs to The Hospital.
- Notwithstanding the final actual costs submitted by the City to the Hospital, the maximum funding to be provided by the Hospital will not exceed \$1.225M.
- Any non-expended funds for the project provided by the Hospital to the City are subject to recovery by the Hospital.

10lg

This MOU shall come into force on the date on which the last of the Parties has executed it.

Signed for the Sault Area Hospital, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Ron Gagnon, President & (Acting) CEO

Ken Wallenius, Board Chair

Signed for the Corporation of the City of Sault Ste. Marie, this 29 day of JANUARY, 2007.

~~Authorized Signatory~~ JOHN ROWSWELL

DONNA IRVING

MAYOR

Title

CITY CLERK



10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2007-27

**DEEDS:** (P.4.1.3.) a by-law to authorize a deed in favour of Judy Coutts for Lots 163 and 164, Plan 58.

WHEREAS The Corporation of the City of Sault Ste. Marie has received a request from the solicitor of the owner of 76 Victoria Street for a deed for lots 163 and 164, Hamilton Subdivision, Plan 58 as it appears the original has been lost or misplaced;

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

1. **DEED AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall execute and deliver a deed for Lots 163 and 164, Hamilton Subdivision, Plan 58 to Judy Darlene Coutts.

2. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EFFECTIVE DATE**

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

Read THREE times and PASSED in open Council this 29<sup>th</sup>, January, 2007.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING



10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-25

AGREEMENT: (F.1.1)a by-law to authorize an agreement between  
the City and Diamond Software inc.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to an agreement between the City and Diamond Software Inc. concerning the purchase of a Financial Information System.

SCHEDULE "A"

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

3. EFFECTIVE DATE

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

Read THREE times and PASSED the 29th day of January, 2007

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MAYOR – JOHN ROWSWELL

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CITY CLERK – DONNA P. IRVING

1d(i)

Dated this 29th day of January, 2007.

Between:

**Corporation of the City of Sault Ste Marie  
Civic Centre, Box 580, 99 Foster Drive  
Sault Ste Marie, Ontario P6A 5N1  
(705) 759-2500**

(hereinafter called "Client")

and

**Diamond Software Inc.  
#1890, 10303 Jasper Avenue  
Edmonton, Alberta T5J 3N6  
(780) 944-1677**

(hereinafter called "Diamond")

**WHEREAS** the Client is responsible for municipal financial management, revenue management and operations management including the processing of accounts for and billing the public for consumption of utilities and works management;

**AND WHEREAS** Diamond is a reseller of software used for municipal financial management, and is a developer of software used for municipal revenue management and operations (Works) management;

**AND WHEREAS** the Client has requested that Diamond supply and install certain software for the Client's use, as more particularly set forth herein;

**AND WHEREAS** Diamond shall be the sole developer of the municipal revenue management software and operations management software, through Diamond's wholly owned subsidiary WorkTech Inc., and the owner of all of the proprietary rights, title and interest in and to the software (excluding the Microsoft Dynamics GP components of the software to be supplied) and exclusively shall have the specialized knowledge essential to Diamond's obligations hereunder respecting installation, training, and maintenance of the software;

**AND WHEREAS** the Client shall also require the services of Diamond to provide after-sales services including training, data conversion and installation of the software for the Client, as more particularly set out in **Appendix "A"**;

**AND WHEREAS** Diamond has agreed to provide the products and after-sales services described herein;

NOW THEREFORE THIS ASSIGNMENT WITNESSETH as follows:

1. Diamond shall provide to the Client the services and products set out in **Appendix "A"** on the terms and conditions contained herein.
2. (a) Diamond shall provide for the purposes of this Agreement its services as outlined in Appendix "A" commencing upon the contract execution date established herein and ending upon final implementation of the software defined in **Appendix A**;  
(b) The services in **Appendix "A"** are being provided using the hardware (server and workstation), network configuration, database and operating system requirements recommended by Diamond.
3. (a) The Client shall pay to Diamond the fee(s) detailed in Appendix "A" plus travel expenses.  
(b) Any services which the Client wishes to be provided by Diamond to the Client which are not specifically addressed in **Appendix "A"** including but not limited to any and all forms of consulting, maintenance, support and training, are expressly not included in the compensation payable hereunder. Diamond shall charge for such additional services in accordance with the terms set out for Additional Services in **Appendix "A"**.  
(c) Payments to Diamond for the fee portion of this Agreement, including fees for services and reimbursement of travel expenses, shall be based upon invoices submitted to the Client showing the amount claimed. Invoice amounts will be based upon the monthly accounting set out in clause 4(c). Invoices may be submitted by Diamond at the end of each month containing a part of the term and shall be paid by the Client within 30 days after receipt thereof by the Client.  
(d) A **60%** deposit of the software license fees outlined in **Appendix "A"** of this agreement is required upon acceptance of this agreement as shown by Client's authorized officer's signature on this agreement. The deposit amount has been outlined in **Appendix "A"** of this contract. The remaining **40%** of software license fees is due upon delivery of the software to the client. In addition, **100%** of the annual software enhancement plan fees and **100%** of the annual software support fees outlined in **Appendix "A"** of this agreement is also due upon delivery of the software to the client. Other software purchases made by Diamond on behalf of the Client will be submitted at the time of delivery and must be paid by the Client within 30 days of receipt of the invoice.  
(e) Where non-per diem related travel expenses are claimed, the Client may request that Diamond substantiate those claims with receipts. Reimbursements shall be based on the regulations for "Subsistence and Travel Allowances" which are specified in **Appendix "A"** of this Agreement.  
(f) The Client shall pay any taxes or other government charges, howsoever designated, arising from or based upon the charges detailed in **Appendix "A"**. If Diamond pays any tax or other government charge arising from or based upon the charges detailed

in **Appendix "A"**, the Client must reimburse Diamond within 30 days of receipt of Diamond's invoice for such payment.

4. (a) For the purposes of this Agreement, the Client will be represented by Shelley Schell, Manager of Finance and Audits or assigned designate, (hereinafter called the "Administrator") who will provide guidance and direction over Diamond's activities under this Agreement. The Client agrees, represents and warrants that the Administrator has the authority to make decisions required to be made on behalf of the Client under this Agreement.
  - (b) Diamond shall perform its obligations hereunder in accordance with the Administrator's instructions and Diamond is entitled to rely upon the Administrator's direction.
  - (c) Monthly, Diamond shall submit to the Administrator an accounting of hours spent, rounded off to the nearest hour.
  - (d) Diamond shall inform the Administrator with respect to Diamond's activities in the performance of this Agreement and shall, if requested to do so, allow a full inspection by the Administrator of work in progress.
5. The Client must adhere to all licensing agreements (the "Licensing Agreements") for all software products installed within the scope of this contract. This includes, but is not limited to, the following products:
  - (a) **Microsoft**. The Client must adhere to all licensing agreements set forth by Microsoft for use of any and all Dynamics GP software products. This license agreement has been added as "Appendix B".
  - (b) **Diamond Municipal Solutions**. The Client must enter into and adhere to an "End User License Agreement" with Diamond Software Inc. for the use and licensing of the Diamond Municipal Solutions software applications purchased. The "End User License Agreement" must be signed in conjunction with the signing of this agreement and has been added as Appendix "C".If the Client fails to adhere to any of the Licensing Agreements, the Client will be responsible for and does hereby indemnify and save harmless Diamond from any and all liabilities of every nature and kind with respect to any breach or non-observance by the Client, or any persons claiming through or under the Client of the Client's obligation to adhere to the Licensing Agreements. The indemnity provided in this section shall survive the termination of this Agreement.
6. The Client acknowledges and agrees that the services and products being provided by Diamond are as set out in **Appendix "A"** and will use the hardware (server and workstation), network configuration, database and operating system requirements specified by Diamond. The Client warrants and represents that the system on which the Client will use the products and services provided hereunder are technologically compatible with the hardware (server and workstation), network configuration, database and operating system requirements provided by Diamond. The warranty and representation made in this section shall survive the termination of this Agreement.

7. (a) All data and other information of or concerning the Client including all data and information obtained by the Client from other sources, which is obtained by Diamond in the performance of this Agreement is confidential and shall not, without the Client's prior written consent, be disclosed by Diamond to anyone other than:
- (i) the representatives of the Client assigned to the Project or designated by the Client to receive such material,
  - (ii) such of Diamond's employees, servants or agents who require the information in order for Diamond to fulfill its obligations hereunder,
  - (iii) parties to whom disclosure is required by law,
  - (iv) parties to whom disclosure is required to protect or enforce Diamond's rights hereunder,
- provided that this section shall not apply to information which becomes available to the public by means other than disclosure by Diamond.
- (b) All data and other information of or concerning Diamond which is obtained by the Client in Diamond's performance of its obligations under this Agreement is confidential and shall not, without Diamond's prior written consent, be disclosed by the Client to anyone other than:
- (i) the Administrator or other representatives or employees of the Client assigned to the Project or designated by the Client to receive such material and who require the information in order for the Client to utilize the software as contemplated herein and in the End-User License Agreement to be entered between the Client and Diamond, .
  - (ii) parties to whom disclosure is required by law,
  - (iii) parties to whom disclosure is required to protect or enforce the Client's rights hereunder, provided that this section shall not apply to information which becomes available to the public by means other than disclosure by the Client.
8. (a) The Client may, in its sole discretion, and without prejudice to any other rights which the Client may have hereunder or at law terminate this Agreement immediately upon the occurrence of any of the following events:
- (i) if Diamond ceases to carry on business; or
  - (ii) if Diamond files an assignment in bankruptcy or is adjudged bankrupt; or
  - (iii) if Diamond agrees in writing to the termination of this Agreement.

- (b) (iv) if Diamond transfers away all or substantially all of its assets  
 In the event that this Agreement is terminated by the Client pursuant to either subsection (a) (i) or (ii) immediately preceding, and provided that the Client is, in every respect, current in its obligations to Diamond, the Client shall be provided with the product(s) specified in Appendix "A", provided that if it has not already done so, the Client must tender full payment for such product(s). Following termination, there shall be no further services by Diamond provided pursuant to this Agreement.
- (c) In the event that this Agreement is terminated by the Client pursuant to subsection (a)(iii) preceding, the terms of any written termination agreement between the parties shall govern. In the absence of a written termination agreement, Diamond shall submit an invoice to the Client for services rendered up to the date of cessation of work but not previously invoiced. The Client shall pay such invoice forthwith. The release of products or related materials to the Client shall be subject to the written agreement of Diamond.
- (d) Diamond may, in its sole discretion, and without prejudice to any other rights which Diamond may have hereunder or at law, terminate this Agreement immediately upon the occurrence of any of the following events:
- (i) if the Client is a corporation, the Client dissolves, or is by order of a Court of competent jurisdiction directed to be dissolved or disincorporates, or is by order of a Court of competent jurisdiction directed to be disincorporated;
  - (ii) the Client becomes bankrupt or has a receiver or receiver-manager appointed over any or all of its assets;
  - (iii) the Client ceases carrying on business, unless as a result of amalgamation or reorganization;
  - (iv) the Client transfers away all or substantially all of its assets;
  - (v) the Client defaults under its payment obligations set forth in this Agreement and does not remedy the default within 30 days of formal written notice by Diamond;
9. Diamond shall be responsible for loss or damages it causes to the Client, including the property of the Client, only where such loss or damages is caused by the breach by Diamond of its obligations under this Agreement and/or the negligence or willful act of Diamond. Specifically, Diamond shall not be responsible for any loss or damages arising out of:
- (a) modifications made by the Client to the products provided pursuant to the terms of this Agreement;
  - (b) the impact of Diamond having been required to conform to all or part of a specific product design of the Client;

- (c) the use by the Client of the products of the Agreement with programs supplied by other parties, unless Diamond has given the Client a written representation and/or warranty that the products of the Agreement are compatible with and designed for use with such other programs, in the specific manner used by the Client;
  - (d) use of the products provided pursuant to the terms of this Agreement by the Client *in a manner contrary* to Diamond's specifications and/or documentation produced by Diamond;
  - (e) use of the products provided pursuant to the terms of this Agreement by the Client on any hardware for which the software was not designed, and in any event
  - (f) to the extent that the loss or damages was contributed to by the breach by the Client of its obligations under this Agreement and/or the negligence or willful act of the Client.
10. The Client acknowledges that Diamond's staff is employed under an employment contract that forbids staff from seeking employment with clients both during their employment with Diamond and for a period of one year thereafter. The Client agrees not to solicit for employment, or employ, any of Diamond's staff during such period.
  11. Diamond represents that it is not aware of any claims or threats of claims of infringement of proprietary rights in relation to the software (excluding the Microsoft Dynamics GP components of the software) to be supplied.
  12. Should the software fail to perform in accordance with the written design specifications, Diamond shall use commercially reasonable efforts to correct or attempt to correct any defects in the software which cause it not to perform in accordance with the written design specifications.
  13. Except as otherwise disclosed and excluding the Microsoft Dynamics GP software components to be supplied, Diamond is the sole owner of all of the proprietary rights, title and interest in and to the services and software provided hereunder, specifically including any modifications made to Diamond's software to customize the software for the Client's use. Diamond's proprietary rights include any copyright interest and any customizations shall not be considered as constituting, producing or resulting in a "work for hire" under any Copyright laws.
  14. The persons providing services on behalf of Diamond hereunder shall not be deemed employees of the Client by virtue of their activities in relation to this Agreement.

15. Any notice or other communication which either party desires or is required to give to the other may be personally delivered, or by facsimile transmission or mailed by prepaid registered mail provided however, that notice by mail shall not be used thereunder while strikes prevail which affect mail delivery to either party,

- (a) if to the Client, in care of  
Shelley Schell  
Corporation of the City of Sault Ste Marie  
Civic Centre, Box 580, 99 Foster Drive  
Sault Ste Marie, Ontario P6A 5N1
  
- (b) if to Diamond, in care of  
Ron Begg  
Diamond Software Inc.  
Suite 1  
3 Elm Street  
Paris, Ontario N3L 2L6

Any notice shall be deemed to have been given to and received by the party to which it is addressed:

- (i) if delivered, on the date of delivery;
- (ii) if mailed, on the fifth day after the mailing thereof; or
- (iii) if faxed, on the date of faxing, as confirmed by an original receipt confirmation.

Any Party may change its said address by notice to the other Parties given in the manner aforesaid.

16. (a) In the event of a dispute between Diamond and the Client relating to this Agreement:
- (i) An employee designated by Diamond and the Administrator, or an employee designated by the Client, shall meet to attempt to resolve the dispute, and failing resolution the president of Diamond shall meet with the chief administrative officer of the Client to attempt to resolve the dispute.
  
  - (ii) Both parties shall continue to carry out their obligations pursuant to this Agreement, to the extent that they can, during this process, provided that Diamond shall have no obligation to carry out its obligations pursuant to this Agreement unless the Client is current respecting payment of undisputed invoices, where "disputed" means that the Client has submitted a formal written notice to Diamond stating that an invoice submitted to Client from Diamond is not accurate.
17. THE WARRANTIES CONTAINED IN SECTIONS 12 AND 13 HEREIN ARE THE ONLY WARRANTIES OF ANY KIND THAT ARE MADE BY DIAMOND WITH RESPECT TO ANY AND ALL SERVICES OR PRODUCTS PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT. DIAMOND DOES NOT MAKE ANY OTHER WARRANTIES,

EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE IMPLIED PURSUANT TO STATUTE, ARE EXCLUDED.

18. This Agreement, including all of the agreements with Diamond referred to in the Appendices to this Agreement, shall be interpreted and construed under and are governed by the laws of the Province of Ontario. Any court of competent jurisdiction in Ontario shall have exclusive jurisdiction over this Agreement and its enforcement.
19. This Agreement may not be assigned by Diamond without the consent of the Client, which consent shall not be unreasonably withheld. This Agreement may be assigned by the Client only in accordance with the terms of the End-User License Agreement. The provisions of this Agreement shall endure to the benefit of and shall be binding upon each of the parties and their respective heirs, executors, administrators, successors and permitted assigns.
20. This Agreement, together with any Schedules and Appendices attached hereto and any further and additional documents called for herein, sets forth the entire agreements and understandings of the parties hereto in respect of the subject matters hereof and supersedes all prior agreements, arrangements, discussions and understandings, verbal or written, related to the subject matters hereof as of the date of execution and delivery of this Agreement. No representation, promise, inducement or statement of intention, verbal or written, has been made by any party which is not embodied in this Agreement, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
21. Every provision of this Agreement shall be construed as being severable and if any term or provision hereof in whole or in part, provided the same is not a fundamental term or provision going to the root of this Agreement, shall be determined to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision or part thereof were omitted.
22. This Agreement may not be modified or amended except in writing signed by both of the parties.
23. The Recitals to this Agreement and the Appendices mentioned in this Section 24 and attached to this Agreement are incorporated in and form a part of this Agreement:

Appendix "A" Statement of Project Costs  
Appendix "B" Microsoft Dynamics GP - End User License Agreement  
Appendix "C" Diamond Municipal Solutions - End User License Agreement

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**IN WITNESS WHEREOF** the Parties have hereunto affixed their names by their proper signing officers duly authorized in that behalf, on the day and year first above written.

**DIAMOND SOFTWARE INC.**

Signature: \_\_\_\_\_

I/We have the authority to bind the corporation

Name: Ron Begg

Title: General Manager

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

Signature: \_\_\_\_\_

I/We have the authority to bind the corporation

Name: John Rowswell

Title: Mayor

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

Signature: \_\_\_\_\_

I/We have the authority to bind the corporation

Name: Donna Irving

Title: City Clerk

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## APPENDIX A

### *STATEMENT OF PROJECT COSTS*

MICROSOFT BUSINESS SOLUTIONS  
FOR THE PUBLIC SECTOR





## Appendix "A" - Statement of Project Costs

### PROJECT SUMMARY:

The **Statement of Project Costs** and any schedules, and attachments to it provides a summary of the proposed software licensing costs (including annual maintenance & support fees) and professional consulting services to be provided by Diamond Municipal Solutions to the Corporation of the City of Sault Ste Marie pursuant to the Financial Information Systems replacement project. In as much as the costs identified herein reflect an accurate representation of final costs & deliverables, both Diamond Software and the City of Sault Ste Marie acknowledge that further validation & refinement of the professional services deliverables will occur during the initial Business Process Optimization (BPO) engagement, scheduled to occur immediately upon contract execution.

During the course of the BPO, Diamond will validate the estimates put forward during the RFP process and precisely define project goals and deliverables. This will include a review of data conversion requirements, report optimization parameters, end-user training approach (remote delivery and on-site training), business process re-engineering and high level project objectives {timelines, go-live dates, phased project priorities}. Diamond will prepare a final Project Plan, Timeline and **Statement of Work** based on the Business Process Optimization stage and provide this document to the Corporation of the City of Sault Ste Marie for final approval and sign off. The **Statement of Work** will outline the detailed project implementation services to be performed and the implementation benchmarks and timelines that will be achieved. It will serve as a final blue print for execution of project deliverables.

### SOFTWARE LICENSING

Software requirements have been determined based upon the Financial Information Systems RFP document, released by the City of Sault Ste Marie on August 04, 2006 and through subsequent meetings with the City of Sault Ste Marie RFP selection committee. All software outlined in this document will be delivered through Diamond Municipal Solutions in conjunction with a "core vendor" delivery model. The Diamond Core Vendor approach based on Microsoft Dynamics GP, will provide the City of Sault Ste Marie an integrated, functionally rich Microsoft based ERP solution that is complemented by municipal solutions developed by Diamond Municipal Solutions and Diamond Municipal Solutions delivery partners (Avanti Software Canadian Payroll and HRIS Systems). Diamond, as an authorized Microsoft Gold Certified Partner, resells, represents and supports the Microsoft Dynamics GP product suite.

The software to be implemented within the parameters of this contract is provided by the following vendors:

- a. **Microsoft Dynamics GP Advanced Management Bundle**
  - ✓ 50 Concurrent System Users
  - ✓ 150 Named Business Portal Users
  
- b. **Diamond Revenue Management solutions for Dynamics GP**  
{Diamond Property Tax - Diamond Cash Receipts – Diamond Municipal add-ons}
  - ✓ 50 Concurrent System Users (shared Dynamics GP user licensing)
  - ✓ 150 Named Business Portal Users (shared Dynamics GP user licensing)

c. Diamond "WorkTech" Works Management for Dynamics GP

- ✓ 40 Concurrent System Users (access to all WorkTech modules)

Note: A detailed listing of specific modules included in this project is provided at the end of this document

### PROFESSIONAL SERVICES

Professional services will be delivered by Diamond Municipal Solutions staff members within a centralized project management model. Diamond will appoint a Project Manager as a single point of accountability for all project deliverables, including services rendered by Avanti Software for the provision of Canadian Payroll and HR information systems, as defined under a separate contract with Avanti Software. This delivery model will provide the City of Sault Ste Marie with a core vendor relationship during the implementation project and centralized timeline management, issue resolution and resource coordination.

### PROJECT SCOPE:

The goal of this project, and all proposed deliverables, is to implement a Microsoft based financial information system that will replace designated components of the current financial information systems that are in place at the City of Sault Ste Marie. Project deliverables will include the following components:

- **Software Licensing & Annual Software Maintenance and Support** – including software, annual maintenance fees and annual software support fees from Microsoft and Diamond Municipal Solutions.
- **Professional Consulting Fees** – including business consulting, implementation services, training services from Diamond Municipal Solutions. Services to be provided include:
  - ✓ Business Process Optimization
  - ✓ Project Management
  - ✓ Data Conversion
  - ✓ Installation of proposed software
  - ✓ Implementation & Configuration Services
  - ✓ Training (train the trainer model)
  - ✓ Form & Report modification Services
  - ✓ Go-live Preparation & Post Implementation Support

The functional business areas to be addressed in the project scope include the following components, as outlined in the original RFP document:

Module	Description / Function
General Ledger	The General Ledger is compliant with all government and municipal accounting standards and offers online user defined inquiry, graphical inquiry and object based inquiry. Will support existing and future standards (e.g. PSAB asset accounting changes, possible changes with respect to financial instruments or performance reporting).
Account Receivable	Accounts Receivable Application offers a flexible billing control system for many items within the organization. Can handle multiple departments or branches, and produces invoices on demand or by batch as required. Imports data from related systems that generate invoices.
Central Collections	Provides an online integrated single source for the receipt of all money by the organization. Handles and distributes receipts of all miscellaneous cash including grants, and offers full security by user, online verification and find features for accounts owing, including calculation of interest, discounts, penalties, and residential grants.
Accounts Payable	Automates the handling of taxes on purchased items/services, recurring payments and on-the-fly supplier set up. This application supports online transaction history, including graphical inquiry and supporting information for typical vendor or management inquiry scenarios.
Purchasing/Commitments	Purchasing Application provides total purchasing control, including commitment accounting for the General Ledger. Requisition processes enable efficient sourcing of

	products and services. Purchasing history is available on demand within the application. Integration with inventory provides re-order points and eliminates duplication of data entry. Receiving provides information to support payment of vendor invoices and supplier performance information.
Budget	The budgeting module aggregates budget information as new budgets are developed, then makes this information available in the General Ledger for reporting. Have tools to support efficient generation of new budgets and multiple versions of budgets to support different planning scenarios.
Property Taxes	Property Taxation produces property taxation billings, reports and account control in accordance with provincial requirements. This application handles all frontage taxes, improvement taxes, EDI or automated update of assessment information, interim billings, school tax reporting, tax certificates, application of all penalties, interest and other charges including mortgage companies, prepayments and property tax sale calculations. Also facilitates follow up of account payment and collection activity.
Work Management	Handles the planning and recording of work. Job Costing, Equipment Management, Asset Management and Project Management. Manages the inventory of multiple assets as well as inventory related to work consumables. Inventory functions provide total inventory control, including product history, turnover and availability.

### SOFTWARE LICENSING FEES:

Diamond Municipal Solutions standard payment terms include a **60%** deposit of software license fees upon execution of a final contract. The remaining **40%** of software license fees is due and payable upon delivery of the prescribed software to the customer, as evidenced by the delivery, by Diamond, of authentic software registration keys for all software purchased. A **100%** payment of first year annual software maintenance and support fees is also due upon delivery of the software at the client site. Software license fees are outlined below:

#### Payment due upon contract signing:

.....60% of total software licensing fees	<b>\$162,106.00</b>
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#### Payment due upon installation of software:

.....40% of total software licensing fees	\$108,070.00
.....100% of total software maintenance fees	\$48,631.68
.....100% of total pro-rated software support program fees	\$27,017.60

<b>Total software, annual maintenance &amp; support fees</b>	<b>\$ 345,825.28</b>
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### ANNUAL SOFTWARE ENHANCEMENT (MAINTENANCE) PROGRAM:

The Microsoft / Diamond Annual Software Enhancement Program fee is **18% of the quoted software list price** in year one and **16% of the current software list price** for each subsequent year that the client is enrolled in the program. The annual enhancement program provides the client with access to all Microsoft / Diamond product upgrades, releases and service packs for the duration of their enrollment and can be renewed on an annual basis. The enhancement program fee is prepaid for each 12 months period of enrollment and has been included in the software licensing fees outlined herein.

<b>Annual Software Enhancement Program Fee (Year one)</b>	<b>\$48,631.68</b>
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\*Calculated at 18% of software list price for all modules

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ANNUAL SUPPORT PROGRAM & WARRANTY PERIOD:

Diamond Municipal Solutions provides a 3 month warranty period for our annual unlimited support plan for new implementation projects. This warranty period commences on the date that the software is delivered to the customer site along with authorized customer registration keys. This date also coincides with the date that the final deposit for software licensing fees and first year maintenance and support fees, is received. Diamond will prorate the payment of your annual support plan to reflect this warranty period and the prorated amount will be due and payable as per the standard terms outlined for software licensing fees:

<b>Diamond Unlimited Product Support (Year One)</b>	<b>\$27,017.60</b>
*Calculated at 10% of software list price	
- Less 3 month warranty prorated amount	(\$6,754.40)

**Total Prorated Unlimited Support (Year One)** **\$20,263.20**

PROFESSIONAL SERVICES FEES:

Pursuant to the Financial Information Systems RFP issued by the Corporation of the City of Sault Ste Marie, Diamond has provided a preliminary project plan that includes estimates for pre-implementation consulting services (Business Process Optimization) and comprehensive implementation and training services. A final project timeline and statement of work will be provided pursuant to the Business Process Optimization engagement. The Statement of work will contain a detailed listing of professional consulting days, benchmarks, go-live milestones. The specific estimates that form the basis of the professional services fees outlined herein are outlined below:

<b>Business Process Optimization</b>	<b>Estimated Services</b>
Review & map current processes	10.0
Documentation of current processes	5.0
Business process re-engineering	35.0
Documentation of process re-engineering	10.0
Municipal reporting & Chart of Accounts consulting	10.0
Establish formal charter & plan for sign off	5.0
<b>TOTAL for Business Process Optimization</b>	<b>75 days</b>

Business Process Optimization (Pre-implementation Services) will require involvement from the Project Committee and key team leads at the City of Sault Ste Marie to assist in process review, evaluation, GAP analysis and re-engineering. Diamond will deliver a final project charter (Statement of Work) and project timeline pursuant to the BPO engagement, which will be approved and signed off by the City of Sault Ste Marie, prior to the commencement of any additional project services.

<b>Executive Workshops</b>	<b>Estimated Services</b>
Dynamics Foundation	2.0
Core Financials (GL, AR, AP)	5.0
Procurement	3.0
Cash Receipts	1.0

Work Management	3.0
Property Tax	1.0
Reporting & Business Intelligence	2.0
<b>TOTAL for Executive Workshops</b>	<b>17 days</b>

Executive Workshops will be used to provide key Internal resources at the City of Sault Ste Marie with insight into specific workflows, interdependencies, setup parameters and business processes for each module. Active participation by the Project Committee and Team Leads and individuals responsible for specific modules will be encouraged. Internal trainers may also participate.

<b>Software Setup &amp; Configuration</b>	<b>Estimated Services</b>
Preparation of IT environment	1.0
Installation of server & clients	2.0
Company & user (security) setup	2.0
Configuration of project modules	23.0
<b>TOTAL for Setup &amp; Configuration</b>	<b>28 days</b>

The Administration and IT support teams will be involved during the installation process and will be responsible for setting up system users and security rights based on the parameters established with the Diamond technical services team. Setup parameters will be validated and checked by Diamond and can be tested through use of security and setup reporting built into Dynamics GP.

During the configuration stage, the Module Champions (team leads) will be expected to participate in order to become familiar with setup parameters for their area of responsibility. Setup will be based upon the decisions made by the Project Committee pursuant to the Executive Workshops. Diamond will create setup checklists for all system areas in order to provide an audit trail of the Dynamics setup and the steps involved in configuring each module.

<b>Core Team Training (Train the Trainer Deployment)</b>	<b>Estimated Services</b>
Dynamics Foundation	8.0
System Navigation	4.0
System Administration & Security	7.0
Agenda Based Module Training for Internal Trainers & key Team Leads	40.0
Advanced Agenda Based Module Training for Internal Trainers & key Team Leads	14.0
Training for FRx Financial Reporting	6.0
Train the Trainer Support	8.0
<b>TOTAL for Training (Train the Trainer Model)</b>	<b>87 days</b>

Diamond will provide comprehensive training in all module areas including System Administration, Security, Reporting, Budgeting and other solution areas. The expectation will be that select members of the Core Project Team as well as selected Project Trainers (if they are not one and the same) participate in the training that influences their area of control and accountability. Administration and IT support will be required to participate in training that is relevant to their on-going system maintenance & support responsibilities. Alternate Training delivery methods (synchronous remote audio/video training) will be assessed during the BPO engagement to determine a final training delivery model.

<b>Data Conversion</b>	<b>Estimated Services</b>
Master File conversions	6.0
Data cleansing & Gap Analysis	4.0
Script Creation	2.0
<b>TOTAL for Data Conversion</b>	<b>12 days</b>

Data Conversion will require participation from internal Administrators and IT Support personnel at the technical level and from Team Leads who will be required to cleanse the data that is to be converted and purge records that are no longer relevant or desired. A limited number of days have been estimated for data conversion based upon specifications outlined by the City of Sault Ste Marie in the financial information systems RFP document.

<b>Report Modification</b>	<b>Estimated Services</b>
System Reports & Forms – all modules	16.0
Property Tax Reports & Forms	7.0
Financial Statements & Reports	10.0
Work Management Reports	1.0
<b>TOTAL for Report Modification</b>	<b>34 days</b>

Report optimization services will be provided for all solution areas and will require collaboration with system Administrators and key team members who will be responsible for defining reporting needs and parameters. All modules positioned are capable of producing reports in a variety of proprietary and industry standard tools including Microsoft SQL Reporting Services, Crystal Reports. Reports can be printed on pre-formatted forms (Fill-able forms) or to blank stock paper with all layout and formatting built in to the reporting structure.

<b>Testing &amp; Validation</b>	<b>Estimated Services</b>
Preparation of test scripts	5.0
Run Test Scripts through Sample data	7.0
Review results, process GAPS and re-test	6.0
<b>TOTAL for Testing &amp; Validation</b>	<b>18 days</b>

Diamond will work with City of Sault Ste Marie Administration to create, run and validate system results during the Testing & Validation stage. General participation will be required from IT Support and System Administration with a feedback loop provided to Module Champions (Team Leads) and the Project Committee.

<b>Go-Live Support &amp; Readiness</b>	<b>Estimated Services</b>
Final module testing & validation	5.0
User mentoring & cutover preparation	7.0
First Process Support – Go-live	9.0
Post Go-live Support	10.0
<b>TOTAL for Go-live Support &amp; Readiness</b>	<b>31 days</b>

During the Go-live Readiness and Support phases, Diamond will provide final system results testing and will work with individual Module Champions and teams to ensure that they are prepared for cutover. Diamond will

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provide on-site support during the cutover process to ensure that transactions are being processed effectively and individual users are comfortable with the transition. First Process support will also be provided for key "first time" business processes.

<b>Customization &amp; Integration</b>	<b>Estimated Services</b>
Cash Receipts Integration to Marina, CLASS & Cemetery via Diamond Cash Receipts Connector	6.0
Contingency for ad-hoc integration assistance	4.0
<b>TOTAL for Customization &amp; Integration</b>	<b>10 days</b>

Customization and Integration requirements will be evaluated and scoped during the pre-project planning phase to determine the ideal toolset requirements for creating the desired legacy system integrations and solution customizations. At this time, Diamond anticipates utilizing our Cash Receipt connector to integrate with the key legacy systems outlined in the RFP document. A contingency has been built in to account for additional requirements that may arise during further exploration with the City of Sault Ste Marie.

<b>Project Management</b>	<b>Estimated Services</b>
Resource Management & timeline Control	14.0
Status Reports & PM Meetings & Check-ins	24.0
Issue Resolution and Project Amendments	7.0
<b>TOTAL for Project Management</b>	<b>45 days</b>

Project Management services have been estimated based upon standard project ratios and the overall scope of modules to be implemented and approach. It is anticipated that the City of Sault Ste Marie will need to expend an equal amount of time internally managing project deliverables, employee needs and collaborating with the Diamond PM, to fulfill project deliverables. Precise Project Management estimates will be refined during the pre-planning phases.

#### **SUMMARY OF PROFESSIONAL SERVICES FEES:**

The professional services rates outlined within this document (Diamond Municipal Solutions Terms of Business 2007) are charged for the duration of the project and govern all change requests, and project service addendums. Services will be invoiced to the Client, as rendered, on a regular monthly billing cycle. Payment is due upon receipt of invoice. A formal Work Order authorization process will be utilized for any additional services that may be requested beyond the services outlined within the project contract. In circumstances where the Client authorizes additional project days or hours, the fee structures for the project will apply (daily rate, minimum daily amount, and proposed subsistence and travel allowance costs). Work Orders may be used to expedite project delivery, prior to completion of a formal contract. When this occurs, the fee structures for the project will apply (daily rate, minimum daily amount, and proposed subsistence and travel allowance costs). The customer will only be invoiced for the services that are required (consumed), regardless of the estimates provided herein.

Diamond will refine professional services estimates during the Business Process Optimization, but will not exceed the estimated services quoted herein without specific consent of the City of Sault Ste Marie through a written work order or contract addendum.

**Total Diamond Professional Services Estimated for Project:** **\$357,000.00**

> Business Process Optimization Services	\$75,000.00
> Project Management	\$45,000.00
> Executive Workshops	\$17,000.00
> Installation, Setup & Configuration	\$28,000.00
> Data Conversion	\$12,000.00
> Training & Training Support	\$87,000.00
> Go-Live Readiness & Go-Live Support	\$22,000.00
> Post Implementation Support	\$9,000.00
> Process Testing & Validation	\$18,000.00
> Report & Document Optimization	\$34,000.00
> Development of Customizations & Interfaces	\$10,000.00

**PAYMENT OF PROJECT TRAVEL EXPENSES & PER DIEMS:**

Per Diems and out of pocket travel expenses (mileage, hotel, etc.) related to the delivery of project services are invoiced subject to the rates and policies listed in this document, which represent Diamond's current Terms of Business for 2007. Based on past experience with other Clients, Diamond has estimated that **roughly 75% of all project services will be conducted on-site** at the Client location. This denomination typically includes user Installation, Setup & Configuration, Training, Go-live Readiness, First Process Support and some Project Management (Executive Workshops). This allocation will be reviewed during the Business Process Optimization to determine a final allocation of on-site services for the project.

Professional Services that can be managed remotely may include Project Management, Report Customization/Optimization & Data Conversion. Diamond has estimated a travel upset amount of for the completion of the project deliverables outlined herein. The Client will be consulted prior to any additional travel in excess of these estimates.

**Estimated Travel Expenses & Per Diems** **\$82,600.00**

> Hotel & Accommodation	\$33,600.00
> Transportation & Travel Costs	\$35,000.00
> Meals & Subsistence (Per Diems)	\$14,000.00



## Diamond Municipal Solutions Terms of Business 2007

### STANDARD PROFESSIONAL SERVICES RATES

On-site Services ~ Hourly Rate \$ 150 / hour  
 (Applied to services provided in less than full day increments)

On-site Services ~ Day Rate \$ 1,000 / day  
 (Applied to pre-scheduled full day on-site services)

Remote Services ~ Hourly Rate \$ 150 / hour  
 (Applied to remote services provided in less than full day increments)

Remote Services ~ Day Rate \$ 1,000 / day  
 (Applied to pre-scheduled full day remote services)

\* *Diamond requires a 4 hour minimum booking for On-site Consulting Services*

### *Overtime Rates:*

Charged in addition to Standard Day rates after 5:00 p.m. \$150 / hour  
 (Monday to Friday excluding statutory holidays)

### *Weekend & Holiday Rates:*

Applied to Services provided on Statutory holidays  
 and/or Weekends (Saturday & Sunday) \$300 / hour  
\$2,000 / day

### KNOWLEDGE SERVICES SUPPORT

Pay-as-you-Go Support \$ 165 / hour

Time incurred in excess of monthly support plan allotment \$ 165 / hour

\* *Clients not enrolled in an Unlimited or Monthly Support Plan will be billed a one-hour minimum charge per incident*

All services and expenses are billed as incurred with payment due upon receipt of invoice

## TRAVEL EXPENSES & PER DIEMS

### *Travel Time:*

For actual travel time from Diamond office to the Client site,  
associated with all on-site Services \$ 50 / hour

### *Other Costs:*

Mileage:	\$0.40 per km
Accommodations:	Actual rates are recouped.
Airfare/Rental Car:	Actual rates are recouped.
Meals / Per Diem:	\$50 per day (or \$15 - Breakfast, \$15 - Lunch, \$20 - Dinner)
Web-based Sessions:	A ½-hour Services premium is charged to cover teleconference, LiveMeeting expenses, and preparation time for the session.

## EXPLANATORY NOTES

- **Duration of Consulting Day:** On-site days are defined to be eight (8) hours in duration with a one hour mandatory lunch break. Preparation and setup time are billable and will be scheduled within the parameters of the defined eight (8) hour day.
- **Overtime:** In circumstances where the Client requests that Diamond continue to provide services after 5:00 p.m., in order to complete or continue with scheduled topics, the Client will be billed at the hourly rate of \$150 per hour. No additional work will proceed without the permission of the Client's primary contact or their delegate through a signed Work Order.
- **Cancellation:** Diamond has a mandatory forty-eight (48) hour cancellation policy for scheduled on-site services. Clients who do not provide a minimum of 48 hours notice prior to cancellation may be billed for the full amount of the daily consulting rate, at the discretion of Diamond.
- **Hotel Expense:** When the travel time from the consultant's home office to the Client's office exceeds two (2) hours in normal travel conditions, the Diamond consultant may optionally elect to travel to the Client site the previous evening, thereby incurring a dinner and hotel charge at the Client's expense. If the combination of ultimate departure time and travel time to the next day's destination is later than 11:00 p.m., then the consultant at their sole discretion may opt to reserve a hotel that evening at the Client's expense.
- **Per Diems:** A Per Diem of \$50 per day is anticipated for on-site services. This includes, at a minimum, a per diem of \$15 (for lunch). Breakfast and Dinner per diems will be added as required, based on the distance to the Client and for overnight stays.
- **Inclement Weather:** Diamond Municipal encourages our consulting team to exercise their own discretion while traveling in inclement weather; team members have the right to delay or cancel scheduled on-site services should they deem travel to be unsafe. Should weather result in a late start, or necessitate an early departure, any rate adjustments will be handled on a per-incident basis. Sincere effort will be made to reschedule any cancelled activities as soon as possible, but we cannot guarantee that other scheduled work for other clients will automatically be cancelled.

## Detailed Software Costs - City of Sault Ste Marie

Software Costs	Software License	Annual Maintenance	Annual Support	Total First Year Cost
<b>DYNAMICS GP ADVANCED MANAGEMENT BUNDLE USERS</b>		18%	10%	
Microsoft Dynamics GP Foundation Layer - Includes 50 concurrent system users, System Manager, Report Writer and Business Intelligence Suite	174,175.00	31,351.50	17,417.50	222,944.00
Microsoft Business Portal with 150 named inquiry users	8,888.00	1,599.84	888.80	11,376.64
<b>SUBTOTAL:</b>	<b>\$183,063.00</b>	<b>\$32,951.34</b>	<b>\$18,306.30</b>	<b>\$234,320.64</b>
<b>DYNAMICS GP ADVANCED MANAGEMENT BUNDLE</b>				
Microsoft Dynamics GP General Ledger includes:				
> Bank Reconciliation				
> Interfund Management				
Microsoft Dynamics GP Analytical Accounting				
Microsoft Dynamics GP Account Level Security				
Microsoft Dynamics GP Field Level Security				
Microsoft FRx Financial Report Writer - includes 4 concurrent financial report designer licenses				
Microsoft FRx Professional- Includes:				
> 10 Webport Users				
> 8 FRx Drilldown Users Users				
> 2 FRx Report Launcher Users				
> FRx Report Server				
> FRx Currency Translator				
Microsoft Dynamics GP Payables Management with Tax Rebating				
Microsoft Dynamics GP Receivables Management and Invoicing				
Microsoft Dynamics GP Receivables Management add ons - includes				
> Customer/Vendor Consolidations				
> Refund Cheques				
> Lock Box Processing				
> Safe Pay				
Microsoft Dynamics GP Electronic Banking				
> EFT for Payables				
> EFT for Receivables				
> Electronic Bank Reconciliation				
Microsoft Dynamics GP Fixed Asset Management				
Microsoft Dynamics GP Purchase Order Processing/Receiving				
Microsoft Dynamics GP Encumbrance Management				
Microsoft Dynamics GP Requisition Management (Web Based)				
Microsoft Dynamics GP Inventory Management				
Microsoft Dynamics GP Process Server				
Microsoft Dynamics GP Grant Management				

<b>DYNAMICS GP Additional A la Carte Modules</b>				
Microsoft Dynamics GP Extender	2,363.00	425.34	236.30	3,024.64
Microsoft Dynamics GP Modifier with Visual Basic for Applications	6,750.00	1,215.00	675.00	8,640.00
Dynamics GP (Rockton) Data Auditor	6,500.00	1,170.00	650.00	8,320.00
<b>SUBTOTAL:</b>	<b>\$15,613.00</b>	<b>\$2,810.34</b>	<b>\$1,561.30</b>	<b>\$19,984.64</b>

<b>DIAMOND MUNICIPAL SOLUTONS CORE VENDOR MODULES</b>				
		18%	10%	
Diamond Property Taxation	7,500.00	1,350.00	750.00	9,600.00
Diamond Centralized Cash Receipts - includes Cash Receipts Connector	6,500.00	1,170.00	650.00	8,320.00
Diamond Procurement Card Processing	2,500.00	450.00	250.00	3,200.00
Diamond Operations (Work) Manager Foundation - includes 40 concurrent Users and the following modules:	45,000.00	8,100.00	4,500.00	57,600.00
>Diamond Project Planning Extender	3,000.00	540.00	300.00	3,840.00
>Diamond Service Manager	3,000.00	540.00	300.00	3,840.00
>Diamond Asset Manager	4,000.00	720.00	400.00	5,120.00
<b>SUBTOTAL:</b>	<b>\$71,500.00</b>	<b>\$12,870.00</b>	<b>\$7,150.00</b>	<b>\$91,520.00</b>

<b>AVANTI PAYROLL / HR MODULES PHASE ONE</b>				
		20%		
Avanti System Administration	4,000.00	included in Support	800.00	4,800.00
Avanti Canadian Payroll	16,000.00	included in Support	3,200.00	19,200.00
Avanti Benefits Administration	5,000.00	included in Support	1,000.00	6,000.00
Avanti Time & Attendance	16,000.00	included in Support	3,200.00	19,200.00
Avanti 7 Concurrent Users	15,000.00	included in Support	3,000.00	18,000.00
Avanti Human Resources Administration	6,000.00	included in Support	1,200.00	7,200.00
Avanti Alerts	6,000.00	included in Support	1,200.00	7,200.00
Avanti Training Management	5,000.00	included in Support	1,000.00	6,000.00
<b>SUBTOTAL:</b>	<b>\$73,000.00</b>		<b>\$14,600.00</b>	<b>\$87,600.00</b>

<b>TOTAL SOFTWARE INVESTMENT:</b>	<b>\$343,176.00</b>	<b>\$48,631.68</b>	<b>\$41,617.60</b>	<b>\$433,425.28</b>
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#### **NOTES**

- (1) Annual Software Maintenance is 18% of Software list price in year one and 16% of Software list price in subsequent years for all Dynamics/Diamond modules.
- (2) Unlimited Support, for all Dynamics/Diamond modules quoted, is 10% of software list price and is provided by Diamond Municipal Solutions on an annual basis.
- (3) Avanti annual support and annual maintenance are combined for a fee of 20% of software list price per annum.
- (4) Concurrent User Licenses have been estimated based upon a combination of RFP parameters & experience with comparable customer sites.
- (5) Software Costs do not include GST & PST

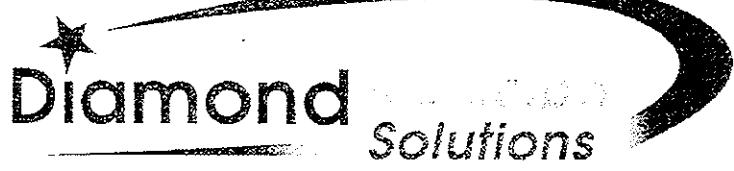
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## Estimated Professional Staff Costs - City of Sault Ste Marie

Comments

PROFESSIONAL CONSULTING & IMPLEMENTATION			DAYS	COST	Daily rate = \$1,000.00
Business Process Optimization	75.00	\$75,000.00			
Project Management	45.00	\$45,000.00			
Executive Workshops	17.00	\$17,000.00			
Data Conversion	12.00	\$12,000.00			
Report & Document Optimization	34.00	\$34,000.00			
Software Installation	5.00	\$5,000.00			
Setup & Configuration	23.00	\$23,000.00			
Process Testing & Validation	18.00	\$18,000.00			
Development of Required Interfaces, Optimizations & Integrations	10.00	\$10,000.00			
<b>PROFESSIONAL CONSULTING &amp; IMPLEMENTATION TOTALS:</b>	<b>239.00</b>	<b>\$239,000.00</b>			
TRAINING & END USER SUPPORT			DAYS	COST	Daily rate = \$1,000.00
End User Training / Train the Trainer	87.00	\$87,000.00			
Go-live Preparation	14.00	\$14,000.00			
Go-live Support	8.00	\$8,000.00			
Post Implementation Support	9.00	\$9,000.00			
<b>TRAINING &amp; END USER SUPPORT TOTALS:</b>	<b>118.00</b>	<b>\$118,000.00</b>			
<b>TOTAL DIAMOND PROFESSIONAL SERVICES:</b>	<b>357.00</b>	<b>\$357,000.00</b>			
TRAVEL & LIVING EXPENSES				COST	
Daily Per Diems				14,000.00	\$50/day per diem for on-site
Hotel & Accomodations				33,600.00	estimated rate of \$120/night
Travel Costs (Taxi, Car Rental, Airfare)				35,000.00	
<b>TRAVEL &amp; LIVING EXPENSES TOTALS:</b>				<b>\$82,600.00</b>	
AVANTI IMPLEMENTATION & TRAINING SUMMARY			Quantity	COST	Daily rate = \$1,350.00
Implementation	36 days	\$48,600.00			not included in Diamond contract
Data Conversion	N/A	\$8,500.00			not included in Diamond contract
End User Training / Train the Trainer	8 Courses	\$11,500.00			not included in Diamond contract
<b>TRAINING TOTALS:</b>		<b>\$68,600.00</b>			
<b>PROFESSIONAL STAFFING ESTIMATES TOTAL:</b>		<b>\$508,200.00</b>			
NOTES					
(1) All Professional Staff Costs are estimates only and will be defined further during initial project scope					
(2) Avanti Services estimates are defined in a separate contract with Avanti Software					
(3) Travel & Living Expenses are estimated based on standard Rates and will be further defined prior to project commencement					
(4) Estimates do not include GST & PST					

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## APPENDIX B

### ***MICROSOFT END USER LICENSE AGREEMENT***

MICROSOFT BUSINESS SOLUTIONS  
FOR THE PUBLIC SECTOR



## END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

### MICROSOFT Dynamics™ GP version 9.0

PLEASE READ THIS END-USER LICENSE AGREEMENT ("EULA") CAREFULLY. BY INSTALLING OR USING THE SOFTWARE THAT ACCOMPANIES THIS EULA OR ANY OF ITS SUPPLEMENTAL COMPONENTS ("SOFTWARE"), YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE AND, IF APPLICABLE, RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

THE SOFTWARE DOES NOT TRANSMIT ANY PERSONALLY IDENTIFIABLE INFORMATION FROM YOUR SERVER TO MICROSOFT COMPUTER SYSTEMS WITHOUT YOUR CONSENT.

**1. GENERAL.** This EULA is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation ("Microsoft") (or, if applicable based on where you live, one of its affiliates). This EULA governs the Software, which includes computer software (including online and electronic documentation) and any associated media and printed materials. This EULA applies to updates, supplements, add-on components, and Internet-based services components of the Software that Microsoft may provide or make available to you unless Microsoft provides other terms with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software. This EULA also governs product support services, if any, relating to the Software except as may be included in another agreement between you and Microsoft. An amendment or addendum to this EULA may accompany the Software. **The Software is licensed, not sold.**

a. **Definitions.** The following definitions apply:

"affiliates" means (i) with regard to you, any legal entity that you own, which owns you, or which is under common ownership with you; (ii) with regard to Microsoft, any legal entity that Microsoft owns, which owns Microsoft, or which is under common ownership with Microsoft;

"ownership" means, for purposes of the definition of "affiliate" above, more than 50% ownership;

"you" means an individual or a single legal entity that has entered into this EULA and your affiliates;

"Server Software" means the software that provides services or functionality on your server (your computers capable of running the Server Software are "Servers");

"Client Software" means the software that allows an individual personal computer, workstation, terminal, handheld computer, personal digital assistant, or other electronic device ("Device") to access or utilize the Server Software or to utilize certain aspects of the Software when disconnected from the Server; and

"Module" means a discrete portion of the functionality of the Server Software; although the Server Software may install all modules, each module is licensed for use separately.

b. **Overview.** The Software licensing model consists of a base license for the System Manager portion of the Software, together with Module Licenses for use of each Module and incremental concurrent User Licenses, allowing the total cost for the Software to scale with higher usage.

**2. GRANT OF LICENSE.** Microsoft grants you the following personal, non-exclusive, non-transferable, non-assignable, limited license provided you comply with all terms and conditions of this EULA:

a. **Installation-Server Software.** Except as may be provided otherwise in a supplement to this EULA, you must purchase a separate copy of the Software for each individual geographic location in your organization where the Software will be used (an "Installation"). You may install multiple copies of the Software on multiple servers within your organization at such

Installation; and

- b. ***Installation-Client Software.*** You may install unlimited copies of the Client Software on multiple devices within your organization, however you may only have as many concurrent users accessing the Software at any one time as you have purchased User Licenses.
- c. ***Installation-Modules.*** You may install unlimited copies of the Modules on the Servers at your Installation where you have installed the Server Software, however you may only access the Modules for which you have purchased a Module License.

### 3. USE LICENSES.

- a. ***Concurrent User License.*** You must acquire a user license for the total number of individual persons that accesses or uses the software at any one time (each a "User License"), regardless of whether the access or use occurs directly between the user and the Server or Device or occurs indirectly through a software application or service accessing or using the Server or Device at the request of or on behalf of the user (a "Multiplexing Service"). User Licenses are issued to correspond to an Installation and may not be used with, or shared among, different Installations
- b. ***Module Licenses.*** Certain functionality of the Software is restricted for access and use only by a user accessing under a Module License. You may access and use the functionality of only those Modules for which you have acquired a license ("Module License") and registration key. You shall not use any functionality for which you do not have a Module License and registration key
- c. ***License Grant for Templates.*** The Software may include document templates. You may copy and modify the document templates available as part of the Microsoft software that accompanies this EULA and distribute such templates along with your modifications for use by other licensees of the Software. You also may copy, modify and distribute the templates available through related Internet-based services along with your modifications for use by other licensees of the Software, but only for personal or commercial correspondence involving person-to-person communication. You are not licensed to do any of the following:
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You must indemnify and defend Microsoft against any claims or lawsuits, including attorneys' fees that arise from or result from the licensing or distribution of the templates as modified by you.

#### c. ***Additional Use License Requirements.***

- (i) ***Single Licensee.*** User Licenses, Module Licenses and any licenses offered in the future for Server services that you acquire may not be used in conjunction with Software licensed to anyone other than you.
- (ii) ***Version Matching.*** Each required User License and Module License must have the same or later version number as the version number of the corresponding licensed Software.
- (iii) ***Administration.*** One user may access or use the System Manager portion of the Software solely for administration of the Software, without acquiring a User License or Module License for such access and use. Use of any Module requires the purchase of at least one user license.

### 4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- a. ***Other Licenses.*** Your use of software applications installed on the Server, accessed through the Server, or providing application-sharing functionality may require additional licenses. Please consult the license agreement accompanying such software.
- b. ***Reservation of Rights; Other Restrictions.***
  - (i) The Software is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property

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- (ii) Notwithstanding any other provision in this EULA, neither this EULA nor any User License grants a license, under any Microsoft intellectual property, to implement any functionality contained in the Software (including without limitation communication protocols used by the Software) in any other software installed on a Device accessing or utilizing the Software.
- (iii) You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not rent, lease, or lend the Software (including providing commercial hosting services).
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- a. **Rights and Obligations.** Microsoft may provide you with product support services related to the Software. Use of any such support services is governed by the Microsoft policies and programs described in the user manual, in online documentation, on Microsoft's support webpage, or in other Microsoft-provided materials. Any software Microsoft may provide you as part of support services are governed by this EULA, unless separate terms are provided. This EULA does not obligate Microsoft to provide any support services or to support any software provided as part of those services.
- b. **Consent to Use of Data.** You agree that Microsoft and its affiliates may collect and use technical information gathered as part of the support services provided to you, if any, related to the Software. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

**6. UPGRADES.** To use Software identified as an upgrade, you must first be licensed for the software identified by Microsoft as eligible for the upgrade. After upgrading, you may no longer use the software that formed the basis for your upgrade eligibility. You may use the resulting upgraded Software only in accordance with the terms of this EULA.

**7. NOT FOR RESALE SOFTWARE.** Software identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value or used for any purpose other than demonstration, test or evaluation.

**8. ACADEMIC EDITION SOFTWARE.** To use Software identified as "Academic Edition" or "AE," you must be a "Qualified Educational User." For qualification-related questions, please contact the Microsoft Sales Information Center, One Lone Tree Road, Fargo, ND 58104 or the Microsoft affiliate serving your country.

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**10. SOFTWARE TRANSFER-Transfer to Third Party.** You may not transfer the Software or this EULA to a third party.

**11. TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.

The following Limited Warranty applies if you acquired this Software in the US or Canada:

**12. LIMITED WARRANTY FOR SOFTWARE ACQUIRED IN THE US AND CANADA.**

Microsoft warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY-DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Software, including without limitation, any service packs or hot fixes (if any) provided to you after the expiration of the ninety-day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

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**YOUR EXCLUSIVE REMEDY.** Microsoft's and its suppliers' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at Microsoft's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to Microsoft with a copy of your receipt. You will receive the remedy elected by Microsoft without charge, except that you are responsible for any expenses you may incur (e.g., cost of shipping the Software to Microsoft). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Microsoft will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Microsoft's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft Corporation, Attn. Microsoft Sales Information Center, One Lone Tree Road, Fargo, ND 58104, or the Microsoft affiliate serving your country.

**13. DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Microsoft and its suppliers provide the Software and support services (if any) *AS IS AND WITH ALL FAULTS*, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. ALSO, THERE IS NO

WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

14. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA OR ANY SUPPLEMENT HERETO, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICROSOFT OR ANY SUPPLIER, AND EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
15. **LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA OR ANY SUPPLEMENT HERETO AND YOUR EXCLUSIVE REMEDY HEREUNDER (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR US\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 12, 13, AND 14) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
16. **U.S. GOVERNMENT LICENSE RIGHTS.** All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995, is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995, is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.
17. **APPLICABLE LAW.** If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise under this EULA, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.
18. **ENTIRE AGREEMENT; SEVERABILITY.** This EULA (including any addendum, supplement or amendment to this EULA which is included with the Software) are the entire agreement between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control unless the parties otherwise agree in writing. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante s'applique :

## **GARANTIE LIMITÉE**

Microsoft garantit que le Logiciel fonctionnera conformément aux documents inclus pendant une période de 90 jours suivant la date de réception.

**Si une garantie ou condition implicite est créée par votre État ou votre territoire et qu'une loi fédérale ou provinciale ou d'un État en interdit le déni, vous jouissez également d'une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS.** Certains États ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous.

Tous les suppléments ou toutes les mises à jour relatifs au Logiciel, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse, implicite ou en vertu de la loi.

**LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES.** Votre recours exclusif pour toute violation de la présente garantie limitée est décrit ci-après. **Sauf pour tout remboursement au choix de Microsoft, si le Logiciel ne respecte pas la garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'atteint pas son but essentiel, VOUS N'AVEZ DROIT À AUCUNS DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS.** Les termes de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages» sont également intégrées à la présente garantie limitée. Certains États ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à un autre.

**VOTRE RECOURS EXCLUSIF.** La seule responsabilité obligatoire de Microsoft et de ses fournisseurs et votre recours exclusif pour toute violation de la présente garantie limitée ou pour toute autre violation du présent contrat ou pour toute autre responsabilité relative au Logiciel seront, selon le choix de Microsoft exercé de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d'envoi du Logiciel à Microsoft). La présente garantie limitée est nulle si la défectuosité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période initiale de la garantie ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. À l'extérieur des États-Unis ou du Canada, ces recours ou l'un quelconque des services de soutien technique offerts par Microsoft ne sont pas disponibles sans preuve d'achat d'une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec Microsoft Corporation et vous adresser au Microsoft Sales Information Center, One Lone Tree Road, Fargo, ND 58104, ou à la filiale de Microsoft de votre pays.

**DÉNI DE GARANTIES.** La garantie limitée qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) créées par une publicité, un document, un emballage ou une autre communication. **Sauf en ce qui a trait à la garantie limitée et dans la mesure maximale permise par les lois applicables, le Logiciel et les services de soutien technique (le cas échéant) sont fournis TELS QUELS ET AVEC TOUS LES DÉFAUTS** par Microsoft et ses fournisseurs, lesquels par les présentes déniennent toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment, mais sans limitation, (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à une fin particulière, de fiabilité ou de disponibilité, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et d'absence de négligence, le tout à l'égard du Logiciel et de la prestation ou de l'omission de la prestation des services de soutien technique ou à l'égard de la fourniture ou de l'omission de la fourniture de tous autres services, renseignements, logiciels, et contenu qui s'y rapporte grâce au Logiciel ou provenant autrement de l'utilisation du

Logiciel. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUSSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE LOGICIEL.

**EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES.** DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES À L'ÉGARD DU MANQUE À GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU LOGICIEL OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION OU À L'OMISSION DE LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU À LA FOURNITURE OU À L'OMISSION DE LA FOURNITURE DE TOUS AUTRES SERVICES, RENSEIGNEMENTS, LOGICIELS, ET CONTENU QUI S'Y RAPPORTÉ GRÂCE AU LOGICIEL OU PROVENANT AUTREMENT DE L'UTILISATION DU LOGICIEL OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

**LIMITATION DE RESPONSABILITÉ ET RECOURS.** MALGRÉ LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (NOTAMMENT, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX OU AUTRES), LA SEULE RESPONSABILITÉ DE MICROSOFT ET DE L'UN OU L'AUTRE DE SES FOURNISSEURS AUX TERMES DE TOUTE DISPOSITION DE LA PRÉSENTE CONVENTION ET VOTRE RECOURS EXCLUSIF À L'ÉGARD DE TOUT CE QUI PRÉCÈDE (SAUF EN CE QUI CONCERNE TOUT RECOURS DE RÉPARATION OU DE REMPLACEMENT CHOISI PAR MICROSOFT À L'ÉGARD DE TOUT MANQUEMENT À LA GARANTIE LIMITÉE) SE LIMITE AU PLUS ÉLEVÉ ENTRE LES MONTANTS SUIVANTS : LE MONTANT QUE VOUS AVEZ RÉELLEMENT PAYÉ POUR LE LOGICIEL OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÉNIS QUI PRÉCÈDENT (Y COMPRIS LES CLAUSES CI-DESSUS), S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, MÊME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

À moins que cela ne soit prohibé par le droit local applicable, la présente Convention est régie par les lois de la province d'Ontario, Canada. Vous consentez à la compétence des tribunaux fédéraux et provinciaux siégeant à Toronto, dans la province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez utiliser l'information contenue dans le Logiciel pour contacter la filiale de Microsoft desservant votre pays, ou visitez Microsoft sur le World Wide Web à <http://www.microsoft.com>.

**The following MICROSOFT GUARANTEE applies to you if you acquired this Software in any other country:**

*Statutory rights not affected* - The following guarantee is not restricted to any territory and does not affect any statutory rights that you may have from your reseller or from Microsoft if you acquired the Software directly from Microsoft. If you acquired the Software or any support services in Australia, New Zealand or Malaysia, please see the "Consumer rights" section below.

*The guarantee* - The Software is designed and offered as a general-purpose software, not for any user's particular purpose. You accept that no Software is error free and you are strongly advised to back-up your files regularly. Provided that you have a valid license, Microsoft guarantees that (a) for a period of ninety (90) days from the date of receipt of your license to use the Software or

the shortest period permitted by applicable law it will perform substantially in accordance with the written materials that accompany the Software; and (b) any support services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft and Microsoft support engineers will use reasonable efforts, care and skill to solve any problem issues. In the event that the Software fails to comply with this guarantee, Microsoft will either (a) repair or replace the Software or (b) return the price you paid. This guarantee is void if failure of the Software results from accident, abuse or misapplication. Any replacement Software will be guaranteed for the remainder of the original guarantee period or thirty (30) days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the Software and any support services.

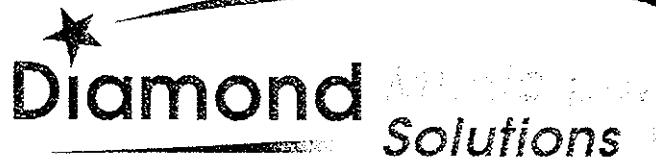
*Exclusion of All Other Terms* - To the maximum extent permitted by applicable law and subject to the guarantee above, Microsoft disclaims all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the Software and the written materials that accompany the Software. Any implied warranties that cannot be excluded are limited to ninety (90) days or to the shortest period permitted by applicable law, whichever is greater.

*Limitation of Liability* - To the maximum extent permitted by applicable law and except as provided in the Microsoft Guarantee, Microsoft and its suppliers shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software, even if Microsoft has been advised of the possibility of such damages. In any case Microsoft's entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws.

*Consumer rights* - Consumers in Australia, New Zealand or Malaysia may have the benefit of certain rights and remedies by reason of the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia in respect of which liability cannot lawfully be modified or excluded. If you acquired the Software in New Zealand for the purposes of a business, you confirm that the Consumer Guarantees Act does not apply. If you acquired the Software in Australia and if Microsoft breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, Microsoft's liability is limited, at Microsoft's option, to: (i) in the case of the Software: (a) repairing or replacing the Software; or (b) the cost of such repair or replacement; and (ii) in the case of support services: (a) re-supply of the services; or (b) the cost of having the services supplied again.

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please use the address information enclosed in this Software to contact the Microsoft affiliate serving your country or visit Microsoft on the World Wide Web at <http://www.microsoft.com>.

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## APPENDIX C

### ***DIAMOND END USER LICENSE AGREEMENT***

MICROSOFT BUSINESS SOLUTIONS  
FOR THE PUBLIC SECTOR



DIAMOND SOFTWARE INC.END USER LICENSE AGREEMENT**THIS AGREEMENT**

made this 29th day of January, 2007  
 (hereinafter referred to as the "Agreement")

**BETWEEN:**

DIAMOND SOFTWARE INC.,  
 a corporation incorporated under the laws of Alberta,  
 having an office at  
 #1890, 10303 Jasper Avenue  
 Edmonton, Alberta, Canada~  
 (hereinafter referred to as "Diamond")

- and -  
 CORPORATION OF THE CITY OF SAULT STE MARIE  
 A corporation incorporated under the laws of Ontario, having  
 an office at  
 Civic Centre, Box 580, 99 Foster Drive  
 Sault Ste Marie, Ontario, Canada  
 (hereinafter referred to as "Customer")

Whereas, Diamond will grant a license to use versions of computer software applications programs developed by Diamond (excluding any Microsoft Dynamics GP software components);

And Whereas Customer is a person desirous of obtaining rights to use these programs;

Now therefore in consideration of the mutual covenant contained in this Agreement, Diamond and Customer agree as follows:

**1. License**

1.1 Diamond hereby grants, and Customer accepts, a non-exclusive, nontransferable (subject to paragraph 7) perpetual license (hereinafter referred to as the "License") to use, or execute, each of the registered software application programs (hereinafter referred to as the "Programs" and each individually being a "Program") for the Customer's business purposes and to make no other use whatsoever of the Programs, all on the terms, and subject to the conditions, set forth in this Agreement.

**2. Proprietary Rights**

2.1 The License granted herein does not constitute a sale of the Programs or any copy thereof.

2.2 The Customer acknowledges the claim and proprietary interest of Diamond in any and all information contained in the Programs and information about the Programs (hereinafter collectively referred to as the "Information") contained in materials (hereinafter referred to as the "Materials") furnished from time to time by Diamond, including but not limited to any magnetic tapes, diskettes or other computer media. User documentation is proprietary to, and embodies trade secrets of Diamond and the Customer acknowledges that Diamond owns all copyrights in the Materials as unpublished works of authorship.

**2.3 Unauthorized copying of**

- (a) the Programs or any part thereof, or
- (b) modified versions of the Programs, or
- (c) any form of the Programs whether alone or in conjunction with other software, or
- (d) the Information, or

- (e) the Materials,

is expressly forbidden.

2.4 The Customer will use reasonable measures to protect the information from disclosure or transfer to, or use by, a third party, except for agents and employees of the Customer wherein Diamond's proprietary rights as outlined in paragraph 2.2 above would be acknowledged and information disclosure would be disallowed, except as permitted in the paragraph herein.

2.5 Notwithstanding section 2.3, upon payment of the license fees by the Customer to Diamond in accordance with section 3 of this agreement, Diamond shall furnish the Customer with one (1) electronic copy of the software and supporting documentation. The Customer has the right to print documentation for its own use.

2.6 The Programs are licensed only to the Customer and, subject to paragraph 7 herein, the Customer may not transfer the License without the written consent of Diamond.

2.7 The Customer shall indemnify and save harmless Diamond from any and all liabilities or damages of every nature and kind with respect to any and all third party claims or actions against Diamond or any claims or actions by Diamond against third parties which arise out of the Customer's use of the Programs, including Diamond's costs of defending or advancing claims, on a solicitor and own client basis.

**2.8 The Customer shall not:**

- (a) use the Programs or the Information in the operation of a service bureau; or
- (b) allow any third party to use the Programs, the Information or the Materials; or
- (c) reverse engineer or de-compile the Programs.

2.9 In addition to adhering to the provisions of this Agreement, the Customer must adhere to all licensing agreements (the "Licensing Agreements") for all software products installed within the scope of this Agreement. This includes, but is not limited to:

- (a) **Microsoft** The Customer must adhere to all licensing agreements set forth by Microsoft for use of any and all Dynamics GP software products

If the Customer fails to adhere to any of the Licensing Agreements, the Customer will be responsible for and does hereby indemnify and save harmless Diamond from any and all liabilities of every nature and kind with respect to any breach or non-observance by the Customer, or any persons claiming through or under the Customer of the Customer's obligation to adhere to the Licensing Agreements. The indemnity provided in this section shall survive the termination of this Agreement.

### 3. Payment

3.1 The Customer will pay Diamond a fee for the License. The License shall not transfer to the Customer until license fees have been paid in full. The License shall transfer to the Customer in relation to both current and future versions of application software.

3.2 The License fee shall not be refundable, in whole or in part, either before or after termination of this Agreement.

3.3 In addition, each calendar year, in consideration of a fee as set from time to time by Diamond, the Customer may purchase an "Annual Enhancement Plan", provided that if the Customer opts not to purchase an Annual Enhancement Plan in a given calendar year, future purchases of such a plan shall be in the sole discretion of Diamond. For purposes of this Agreement, an "Annual Enhancement Plan" entitles the Customer to current updates of and enhancements to the application software in consideration for the payment of an annual fee by the Customer to Diamond.

### 4. Copying of Material

4.1 While each License is in effect, Customer may make copies or counterparts of Material covered by it for its use under this Agreement, including, for example, to replace Material that is wearing or to provide copies for emergency backup, or to create modifications desired by Customer, as long as copyright notices and labels used by Diamond are included on all copies or counterparts so made, all of which are deemed to be Material for purposes of this Agreement. However, Customer may have no more than three (3) copies or counterparts of any particular Material at any time and may not have any Material away from its premises except one (1) archival copy of each particular item of Material.

### 5. Term and Termination

5.1 Subject to paragraphs 5.2, 5.3 and 5.4 each License shall be a perpetual License and shall begin on the date the Customer receives a magnetic tape, diskette or other medium for the Programs which can be introduced into, and used or executed on hardware approved by Diamond.

5.2 The Customer may, without cause, terminate this Agreement at any time upon 90 days written notice.

5.3 The Customer may terminate this Agreement immediately, by written notice to Diamond if:

- (i) Diamond becomes bankrupt or insolvent; or
- (ii) Diamond disposes of all or substantially all of its assets.

5.4 Diamond may terminate this Agreement immediately, by written notice to the Customer if:

- (i) the Customer, or any of its agents or employees, makes unauthorized disclosure of any Information or Material; or
- (ii) the Customer commits a Material breach of this Agreement and fails to remedy that breach fully within fifteen (15) calendar days after notice to that effect from Diamond.

5.5 Upon termination of this Agreement, assuming the software is fully paid for (subject to paragraph 3), the Customer shall retain the right to continue to use the software version in circulation at the time of the termination. These actions by Customer will not eliminate its obligations to ensure confidential treatment of the Information and Materials, which obligations shall survive the termination of this Agreement.

### 6. Warranties and Liabilities

6.1 If it is determined at any time following the period of software installation and for a period of twelve consecutive months thereafter, or in any given calendar year during which the Customer has a current Annual Enhancement Plan in effect with Diamond, that any Program fails to perform in accordance with its published specifications, Diamond will use commercially reasonable efforts to correct significant deviations in the Program coding, and that shall be the sole obligation of Diamond with respect thereto.

6.2 Neither Diamond, its directors, officers, employees, servants, agents, distributors, nor any one else involved in the creation, production, delivery, installation, maintenance, or support of the Programs warrant, guarantee or make any representations regarding the use of the Programs, the Information or the Material, or the results of such use, in terms of correctness, accuracy, reliability, currentness, or otherwise, nor shall such parties be liable to the Customer for any loss or damage, howsoever caused claimed to have resulted from the use or inability to use the Programs, the Information or the Material or from the licensing of the Programs. Without limiting the generality of the foregoing, in no event will Diamond, its directors, officers, employees, servants, agents, distributors, or any one else involved in the creation, production, delivery, installation, maintenance, or support of the Programs be responsible for any indirect, special, incidental, or consequential damages, including loss of profits.

6.3 Subject to section 6.1, the Programs, the Information and the Materials are provided "as is" without condition or warranty of any kind.

6.4 THE WARRANTIES CONTAINED IN THIS SECTION 6 ARE THE ONLY WARRANTIES OF ANY KIND THAT ARE MADE BY DIAMOND WITH RESPECT TO ANY AND ALL SERVICES OR PRODUCTS PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT. DIAMOND DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE IMPLIED PURSUANT TO STATUTE, ARE EXCLUDED.

6.5 This Agreement sets forth the entire agreements and understandings of the parties hereto in respect of the subject matters hereof and supersedes all prior agreements, arrangements, discussions, information, advice and understandings, verbal or written, related to the subject matters hereof as of the date of execution and delivery of this Agreement. No representation, promise, inducement or statement of intention, verbal or written, has been made by any party which is not embodied in this Agreement, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. Specifically, without limiting the foregoing, no information or advice, oral or written, provided to the Customer by, or on behalf of, Diamond shall create a warranty or any way increase the scope of the warranties provided hereunder, and the Customer may not rely on any such information or advice.

### 7. Assignment

7.1 In the event that the Customer changes either legal status and/or legal name, this contract will be automatically assigned to the Customer under the new name and/or legal status and the obligations of the Customer hereunder shall thereafter become the obligations of the Customer under the new legal status and/or new legal name. If the Customer is amalgamated with another company, legal entity or government body, this contract will be assigned to the company, legal entity or government body created by the amalgamation, and the

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obligations of the Customer hereunder shall thereafter become the obligations of the company, legal entity or government body created by the amalgamation, subject to approval by Diamond

7.2 Excepting transfers or assignments pursuant to section 7.1, the Customer may not transfer, assign, rent, lease, sell or otherwise dispose of the Programs, the Information or the Material, whether temporarily or permanently, without the written consent of Diamond.

7.3 This Agreement will ensure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

**8. Modifications and Waiver**

8.1 No modifications or amendments to this Agreement shall be binding upon the parties unless in writing signed by both parties.

8.2 A failure of either party to enforce its rights under this Agreement shall in no way be construed to be a waiver of such rights or a modification of the terms of the Agreement or to be a continuing waiver.

**9. Notices**

Any and all notices or other information to be given by one of the parties to the other shall be deemed sufficiently given when forwarded by prepaid registered or certified first class airmail or by cable, telegram, telex, telefax, or hand delivery to the other party at their respective addresses first set out above. Such notices shall be deemed to have been received five (5) business days after mailing if forwarded by mail, and the following business day if forwarded by cable, telegram, telex, or by hand. The aforementioned address of either party may be changed at a time upon giving seven (7) days prior notice to the other party in accordance with the foregoing. In the event of a generally prevailing labour dispute or other situation which will delay or impede the giving of notice by any such means, in either the place of origin or of destination, the notice shall be given by such specified mode as will be most reliable and expeditious and least affected by such dispute or situation.

**10. Ownership of Data**

The Customer has sole ownership of all data contained within the system. Upon termination of this agreement, Diamond will not in any event erase or destroy the data in any manner and shall return all data to the Customer and will not make copies of the data or otherwise use the data for any other purpose other than fulfilling its obligations under this Agreement.

**11. General Provisions**

11.1 This Agreement shall be construed and enforced in accordance with and the rights of the parties shall be governed by the laws of the Province of Ontario. Any court of competent jurisdiction in Ontario shall have non-exclusive jurisdiction over this Agreement and its enforcement by Diamond as against the Customer but any court of competent jurisdiction in Ontario shall have exclusive jurisdiction over this Agreement and its enforcement by the Customer as against Diamond only.

11.2 Every provision of this Agreement shall be construed as being severable and if any term or provision hereof in whole or in part, provided the same is not a fundamental term or provision going to the root of this Agreement, shall be determined to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision or part thereof were omitted.

11.3 The Recitals to this Agreement are incorporated in and form a part of this Agreement.

**IN WITNESS WHEREOF** the Parties have hereunto affixed their names by their proper signing officers duly authorized in that behalf, on the day and year first above written.

**DIAMOND SOFTWARE INC.**

Signature: \_\_\_\_\_

I/We have the authority to bind the corporation

Name: Ron Begg

Title: General Manager

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

Signature: \_\_\_\_\_

I/We have the authority to bind the corporation

Name: John Rowswell

Title: Mayor

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

Signature: \_\_\_\_\_

I/We have the authority to bind the corporation

Name: Donna Irving

Title: City Clerk



10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-26

AGREEMENT: (F.1.1)a by-law to authorize an agreement between the City and Avanti Software Inc.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to an agreement between the City and Avanti Software Inc. concerning the purchase of a Financial Information System.

SCHEDULE "A"

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

3. EFFECTIVE DATE

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

Read THREE times and PASSED the 29th day of January, 2007

---

MAYOR – JOHN ROWSWELL

---

CITY CLERK – DONNA P. IRVING



10(j)

This Agreement made

BETWEEN:

Corporation of the City of Sault Ste. Marie  
Civic Centre, P.O. BOX 580, 99 Foster Drive  
Sault Ste. Marie, Ontario. P6A 5N1  
(Hereinafter referred to as the Client);

OF THE FIRST PART

AND

**Avanti Software Inc.**  
10655 Southport Road SW  
400 Southland Tower  
Calgary, Alberta T2W 4Y1  
(Hereinafter referred to as Avanti)

OF THE SECOND PART

WHEREAS Corporation of the City of Sault Ste. Marie wishes to license, implement, and receive support for software from Avanti for the purpose of payroll processing and human resource administration.

The parties mutually agree as follows:

## IMPLEMENTATION & TRAINING

**1. Implementation**

The implementation process shall consist of:

- a) Installation of the Software by the Client pursuant to directions by Avanti.
- b) Setting up initial company data by Avanti, and installation of this initial company data by the Client pursuant to directions provided by Avanti.
- c) The implementation process includes work on-site and at Avanti's resource center. If, in the reasonable determination of Avanti and the Client, circumstances develop where substantial and necessary additional work is required, then additional fees shall apply. The Client will be advised in advance of the reasons and expected additional fees.
- d) The Client will identify an individual to act as project manager and as Avanti's primary contact to assist with the overall implementation process.

**2. Changes or Enhancements**

It is the Client's intention to follow best business practices and, to the extent possible, implement the standard Software. Any changes or enhancements to the standard Software shall be reviewed by Avanti and the Client and, if agreed by both of them to be substantial and necessary, will be performed by Avanti and the Client will pay any reasonable costs associated with the changes or enhancements.

**3. Other Services**

Any other services provided to the Client by Avanti beyond those contemplated by this agreement shall be first approved by the Client and upon such approval, shall be billed to the Client by Avanti on an hourly basis at the then current daily rate. The current daily rate (for a 7 1/2 hour day) is \$1,350.00.

**4. Training**

The training process shall consist of training of the Client personnel by Avanti in the use of the Software. A course is defined as 1 day of instruction as per course description for 1 attendee. Training can be provided on-site if requested (additional costs may apply).

## **SOFTWARE SUPPORT AND UPDATES**

**5. Product Updates**

Software updates shall be made available from our secure Internet update service or email to the Client four times in each calendar year as follows:

- |  |   |
|--|---|
| 1) Spring                                | Software enhancements.  |
| 2) Summer (for July 1 <sup>st</sup> )    | CRA, Revenue Quebec and other regulation or legislative compliance changes. |
| 3) Fall                                  | Software enhancements.  |
| 4) Winter (for January 1 <sup>st</sup> ) | CRA, Revenue Quebec and other regulation or legislative compliance changes. |

At the request of the Client updates can be couriered with extra fees applicable for this service.

**6. Support Schedule**

Regular support hours are 8:00AM to 4:30PM MST Monday to Friday except for statutory holidays, unless otherwise pre-arranged.

**7. Support Fees.**

The support fees of \$ 14,600.00 are due the month following the date the Software is installed and are payable in advance of the support period. The support period is for one year from the first of the month following installation of the Software and renewable thereafter on an annual basis. Support fees must be in good standing for the client to be entitled to receive product updates.

**8. Responsibilities of Avanti**

Avanti shall provide software support services to the Client through the support contact designated by the Client. Avanti shall investigate any software problems in the Avanti Software reported by the support contact. If Avanti's investigation reveals an error, defect, or malfunction in the Software, Avanti shall use commercially reasonable best efforts to correct the software problem, provide product updates, or work out a reasonable alternative with the Client. Examples of reasonable alternatives include, but are not limited to, provision of a temporary correction or a method of temporarily circumventing the software problem.

**9. Software Support Not Covered By This Agreement**

The following are not supported under this Agreement:

- a) Altered or modified software;
- b) Derivative works;
- c) A combination of the Avanti Software and software not covered by this Agreement;
- d) Software problems resulting from hardware malfunction;
- e) Software problems resulting from operating system software malfunction;
- f) Software problems created by the negligence or fault of the Client;
- g) Avanti Software used on a computer make or model not designed for the Client's version of the Software;
- h) Recovery of lost or damaged data.

**10. Client Responsibilities**

The Client agrees to limit use of support services to occasions when the Software fails to work as set forth in the documentation or when the documentation is unclear. The Client agrees to furnish descriptions of malfunctions in the form requested by Avanti support personnel. The Client also agrees to assist Avanti's efforts to duplicate the software problem.

**11. Obtaining Software Support**

Provided that software support is in effect, the individual designated by the Client may email, fax, or telephone Software support personnel to report a software problem. Software support personnel shall use commercially reasonable best efforts to solve a software problem immediately or as soon thereafter as possible. When appropriate, the support personnel will provide an estimate of how long it will take to resolve the problem. The Software support personnel shall then keep the Client informed on the progress of the software problem resolution. When required for in-depth analysis, Avanti may request information needed to access the Client's computer or obtain a copy of the Client's data.

**12. Term and Termination of Support**

Software Support is in effect for the period for which support fees have been paid in advance and will remain in effect for that period, unless terminated by either party by reason of and upon any violation of the terms and conditions herein. Avanti may terminate software support without notice if the Client is in default on any payment due to Avanti throughout the term of this Agreement.

**13. Rights to Developments**

This Agreement will govern the Client's use of any enhancements and information provided by Avanti in the course of providing technical or consulting services. Any ideas, know-how, techniques, and software developed by Avanti, including enhancements or modifications made to programs shall be the property of Avanti.

## **SOFTWARE LICENSE**

**14. Scope of License**

This License covers, and the Software includes, the computer programs, the user documentation, and any related computer programs, documentation and information either now or subsequently provided by Avanti.

**15. Grant of License**

The Software is licensed, not sold. Subject to the Client's payment of the applicable license fees, Avanti, as licensor, grants to the Client, a limited, non-transferable, non-exclusive right to use the Software on a single computer or on a networked computer system. A networked computer system is any combination of two or more computers that are electronically linked and capable of sharing the use of a single software program. The Client agrees to limit the number of users concurrently using Software to the number of user licenses purchased. Avanti reserves all rights not expressly granted to the Client.

**16. Ownership of Software**

Avanti and its suppliers have and will retain all ownership rights in the Software, including all patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and proprietary information. The Client will have no rights in the Software except as explicitly stated in this Agreement.

**17. Restrictions on Copying**

The Software is protected by Canadian and United States copyright laws and international treaty provisions. Therefore, the Client must treat the Software like any other copyrighted material except that the Client may transfer the Software from the original media to the Client's computer or computer network as an essential step in using the Software and the Client may make backup copies as maybe reasonably necessary for security purposes.

Unauthorized copying of the Software, including Software that have been modified, merged, or included with other software, or of the written materials is expressly forbidden. The Client may be held legally responsible for any copyright infringement that is caused or encouraged by the Client.

The Client acknowledges that the Software contains proprietary and confidential information of Avanti. The Client will safeguard the Software in the same manner and to the same degree as it safeguards its own confidential information; but the standard of care shall not be less than would be taken by a reasonable company to safeguard its own information. These obligations survive any termination of this Agreement.

**18. Restrictions on Use**

As the Licensee, the Client may physically transfer the Software from one single computer or computer network to another provided that the Software is usable on only one computer or computer network at a time. The Client may not loan, rent, lease, give, assign, sublicense, convey, distribute, transmit or otherwise transfer the software (or any copy), in whole or in part, to any other person, except as provided in section (20) or by separate written agreement with Avanti. The Client may not copy, alter, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software. The Client may not alter or cause not to be displayed any copyright or trademark notices or startup messages contained in the programs or documentation. The Client may not download, transmit, or otherwise export any of the Software or underlying information or technology outside of Canada or the United States.

The Software is for the Client's own internal use and not for the provision of data processing services to others for commercial gain.

Any unauthorized use of the Software will be deemed to be a breach of this Agreement.

**19. Restrictions on Transfer**

The Software is licensed only to the Client, and may not be transferred, assigned or otherwise disposed of to anyone without the prior written consent of Avanti. Such consent by Avanti is conditional upon acceptance by the transferee of all of the terms and conditions of this Agreement.

**20. Term of License**

The Software License is effective until terminated.

**21. License Termination**

The Software License will terminate upon discontinuance or abandonment of use of Software or upon termination of this Agreement. This Agreement will terminate automatically without notice from Avanti if the Client fails to comply with any provision of this Agreement. Upon termination the Client shall immediately discontinue using the Software and shall destroy the written materials and all copies of the Software, including modified copies and backup copies, if any.

Termination of this Agreement shall not affect any right of action of either party arising from anything done or not done, as the case may be, prior to the termination taking effect.

**22. Warranty**

There are no warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and the programs, documentation and other files are provided "as is". Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to the Client.

The software is deemed accepted by the client. Because it is impossible for Avanti to know the specific purposes for which the Client acquired the Software or the uses to which the Client and Client's users will put the Software, the Client assumes full responsibility for the selection of the Software, and for its installation and use and the results of that use. Avanti does not warranty that the functions of the Software will meet the Client's or Client's user's requirements or that the operation of the Software will be uninterrupted and error-free.

### **23. Limitation of Liability**

In no event will Avanti or its suppliers be liable to the Client or any other party for direct, indirect, general, special, incidental, consequential, exemplary or other damages, including lost profits, arising from the use of or inability to use the software or from any breach of warranty, even if Avanti or any supplier has been advised of the possibility of such damages. The entire liability of Avanti and any of its suppliers under any provision of this agreement shall not exceed the amount the Client paid in license fees for the right to use a single copy of the software.

This section shall survive the termination of this agreement.

### **24. Infringement Indemnity**

- 1) Avanti will defend and indemnify the Client against a claim that Software furnished and used within the scope of this Agreement infringes a patent, copyright or trade secret enforceable in Canada or the United States, provided that:
  - a) The Client notifies Avanti in writing within thirty days of the Client's receipt or notice of the claim(s);
  - b) Avanti has sole control of the defense and all related settlement negotiations, and
  - c) The Client provides Avanti with the assistance, information and authority necessary to perform the above. Avanti will reimburse reasonable out-of-pocket expenses incurred by the Client in providing such assistance.
- 2) Avanti shall have no liability for any claim of infringement based on:
  - a) Use of a superseded or altered release of the Software if such infringement would have been avoided by the use of a current unaltered release of the Software, or
  - b) The combination, operation or use of any Software with programs or data not furnished by Avanti if such infringement would have been avoided by the use of the Software without such programs or data.
- 3) In the event the Software are held or are believed by Avanti to infringe, Avanti shall have the option, at its expense, to:
  - a) Modify the Software to be non-infringing;
  - b) Obtain for the Client a license to continue using the Software, or
  - c) Terminate the license for the infringing Software and refund the license fees paid for that Software, prorated over a five-year term from the date of this Agreement.

## **GENERAL**

### **25. Reasonable Expenses**

The Client shall reimburse Avanti for reasonable expenses (without any markup, exclusive of GST) incurred by Avanti relative to the performance of services pursuant to this Agreement.

Reasonable expenses include:

- a) All air travel is to be "tourist" or "coach" class accommodations.
- b) Hotel or motel accommodations are to be at the standard "commercial" rate
- c) Rental cars are compact or mid-size unless otherwise agreed.
- d) Parking and taxi.
- e) Mileage charge at the rate per kilometer prescribed by CRA. The current rate is 50 cents per kilometer.
- f) Meal charges are based on a per diem fee of \$50.00 day ( \$10.00, \$13.00 and \$27.00 respectively for breakfast, lunch and dinner)

Excluding meal charges upon the request of the Client, Avanti shall submit substantiating documentation for other expenses invoiced to the Client.

### **26. No Solicitation**

During the period of this Agreement and during a period of three (3) years after termination of this Agreement, the Client agrees not to employ or solicit the employment of Avanti employees without prior written consent of Avanti. Should the Client after having received such consent, do so, the Client agrees to pay Avanti an amount equal to half the annual compensation proposed for the employee.

**27. Confidentiality**

With respect to this Agreement and any information supplied in connection with this Agreement the parties mutually agree to: (i) protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable professional standards; and (ii) use and reproduce confidential information only to perform its obligations under this Agreement. This paragraph shall not apply to information, which is (a) publicly known; (b) already known to the recipient; (c) disclosed by the disclosing party to a third party without restriction; (d) independently developed by recipient; or (e) disclosed pursuant to legal requirement or court order.

**28. Avanti Fees**

License Fees	See appendix 1 for product summary	\$ 73,000.00
Service Fees	See appendix 2 for service summary	68,600.00
		<u>\$ 141,600.00</u>

**29. Payment Schedule**

Fees under this Agreement shall be invoiced for payment as follows:

Description	Terms of Payment	Amount
License Fees	Due upon approval of this Agreement	\$ 73,000.00
Training Fees	30 days after completion of training	11,500.00
Implementation Fees	50% due 30 days after delivery of the Initial company data	24,300.00
Implementation Fees	50% due 30 days after the first employee is processed in a production ("live") environment	24,300.00
All other Services and software	30 days after completion/delivery	<u>8,500.00</u>
		<u>\$ 141,600.00</u>

Any amount not paid on or before the due date bears interest at the rate of 10% per annum calculated monthly.

**30. Taxes**

In addition to the fees payable herein, any present or future sales, use, excise, value added, goods and services, or any other applicable tax or duties, whether local, state, provincial or federal, shall be paid by the Client, other than taxes imposed on the net income of Avanti.

## Privacy Policy

In order for you to obtain services, assistance or support for the use and deployment of the Avanti Payroll and Human Resource software or other services offered from time to time by Avanti, it may be necessary to disclose Personal Information to Avanti.

### 31. Client Responsibilities

- a) The Client will obtain any permission that may be necessary from the individuals so affected to disclose their personal information to Avanti.
- b) The Client will only provide personal information to Avanti when it is considered necessary and prudent to do so for the purpose of obtaining assistance or advice from Avanti.
- c) When it is practical to do so, the Client will render personal information anonymous and only disclose the anonymous information. (For example, blacking out personal identifiers on printed material can do this.)

### 32. Avanti's Responsibilities

- a) To not disclose any personal information provided by you to any other party without your explicit authorization to do so.
- b) To apply the highest standards of care, security, and confidentiality as commercially practical for the collection, use, disclosure, and storage of personal information.
- c) Monitor information management and compliance on an ongoing basis.
- d) Limit the use, disclosure and retention of personal information with due regard to the purpose for which the personal information was provided. (For example, if you provided pay statement information to obtain an explanation for the amount of pension deducted, this information would be disclosed only to those assisting in providing an explanation and the information is to be destroyed after the explanation is provided to you.)

## Interpretation

### 33. Definitions

- a) "**CORRECTION**" of a software problem is the replacement of defective Software distribution media and/or making the Software function consistent with the documentation.
- b) "**CRA**" Canada Revenue Agency
- c) "**INITIAL COMPANY DATA**" consists of definitions for payroll and human resource data, functions, processes and related information based upon information supplied by the Client to Avanti including data for one or more sample employees to demonstrate payroll processing and human resource administration for the Client.
- d) "**NETWORKED COMPUTER SYSTEM**" is any combination of two or more computers that are electronically linked and capable of sharing the use of a single software program.
- e) "**SOFTWARE**" shall mean the computer programs, the user documentation, and any related computer programs, documentation and information either now or subsequently provided by Avanti.
- f) "**SOFTWARE PROBLEM**" is a defective Software distribution media and/or Software function, which is inconsistent with the documentation.
- g) "**PRODUCT UPDATE**" means a revision or enhancement of the current Software or documentation designed to correct or improve the product, including CCRA compliance and other compliance changes.
- h) "**SUPPORT CONTACT**" means the individual(s) identified by the Client as the contact for Software support. The support contact should be knowledgeable about the Client's computer hardware and software operating environment.

### 34. Headings

The headings used in this Agreement are for convenience only, and do not form any part of this Agreement, and shall not in any way limit, or add to, the terms and conditions of this Agreement.

### 35. Time

For the purposes of this agreement, time shall be of the essence.

### 36. Governing Law

The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada and shall be treated in all respects as an Alberta contract, without reference to principles of conflicts of law. In the event of a dispute, the parties agree to submit to the non-exclusive jurisdiction of the Alberta courts. The parties expressly exclude the UN Convention on Contracts or International Sale of Goods.

### 37. Severability

Should any part of this Agreement for any reason be declared invalid, such declaration shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been signed with the invalid portion eliminated.

### 38. Waiver

No delay, or failure, by Avanti to exercise any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right, or any other rights hereunder. Any consent by Avanti, or any waiver of, or breach of any express or implied term of this Agreement, shall not constitute consent to, waiver of, or excuse of any subsequent or other breach of any express or implied term of this Agreement.

### 39. Precedence

It is expressly agreed that any terms and conditions of the Client's purchase order shall be superseded by the terms and conditions of this Agreement. This Agreement shall also supersede the terms of any unsigned license agreement included with the Software as contemplated by this Agreement.

### 40. Supervening Events.

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of that party, including but not limited to acts of God, acts of war, riot, fire, flood, or other disasters, acts of governments, strike, lock-out, communications line or power failures, failure, inoperability or destruction of computers (unless by reason

of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Licensed Software. The lack of finances is explicitly excluded as a supervening event.

#### 41. Notice

Any notice required or permitted to be sent under this Agreement shall be sent to the addresses specified on the face of this Agreement by prepaid registered mail, return receipt requested or delivered by hand or courier and signed for by the recipient.

#### 42. Continuing Obligations

The obligations contained in clauses 19, 24, and 26 shall survive the termination of this Agreement.

#### 43. Entire Agreement

The terms of this Agreement express and constitute the entire Agreement and understanding between the parties hereto and supersede all previous negotiations, agreements, and understandings relating to the subject matter hereof, and no implied covenant or liability of any kind on the part of either party hereto is created, or shall arise, by reason of the contents of this Agreement. Neither the course of conduct between the parties nor trade usage shall act to modify, or alter, the provisions of this Agreement.

A term or condition of this Agreement can be waived or modified only by a written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may invoke any remedy available under the Agreement or by law despite the forbearance or indulgence.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the respective dates hereunder written.

Date	Per:	
<u>January 29, 2007</u>	<u>Mayor</u>	<u>Corporation of the City of Sault Ste. Marie</u>
	<u>Title</u>	

John Rowswell  
Print Name

Date	Per:	
<u>January 29, 2007</u>	<u>City Clerk</u>	<u>Avanti Software Inc.</u>
	<u>Title</u>	<u>Corporation of the City of Sault Ste. Marie</u>

Donna Irving  
Print Name

Date	Per:	
	<u>Title</u>	<u>Avanti Software Inc.</u>
		<u>Print Name</u>

## Appendix 1



Avanti Software Inc. 1.800.660.0464

City of Sault Ste Marie		License Fee Investment		
Software Module		Maximum number of licensed employees	1500	License Fee
SY	System Administration (includes 1 Class A user)	4,000.00		4,000.00
PY	Canadian Payroll	16,000.00	<input checked="" type="checkbox"/>	16,000.00
HR	Human Resources (Administration)	6,000.00	<input checked="" type="checkbox"/>	6,000.00
BN	Benefits Administration (HR required)	5,000.00	<input checked="" type="checkbox"/>	5,000.00
TR	Training Management (HR required)	5,000.00	<input checked="" type="checkbox"/>	5,000.00
PM	Position Management (HR & TR required)	5,000.00	<input type="checkbox"/>	-
RC	Recruiting (HR - TR - PM required)	5,000.00	<input type="checkbox"/>	-
WR	Recruiting link to corporate WEB site (RC required)	3,000.00	<input type="checkbox"/>	-
TA	Time & Attendance (uses, scheduling, approvals, PY required)	16,000.00	<input checked="" type="checkbox"/>	16,000.00
AL	Alerts	5,000.00	<input checked="" type="checkbox"/>	6,000.00
EM	Email Pay Statements	1,500.00	<input type="checkbox"/>	-
WW	Employee Self Services (Standard)	12,000.00	<input type="checkbox"/>	-
WT	Employee Manager Self Service (Time Entry, WW required)	4,000.00	<input type="checkbox"/>	-
	Other			-
<b>User Licenses</b>				Licenses
Class A	Concurrent User - Access to any module	2,600.00	7	15,000.00 included
Class B	Named Active User - Manager Access - Restricted	100.00	0	- included
Class C	Named Active User - Employee Access - Restricted	10.00	0	- included 10
<b>Avanti Software License Fee Investment</b>			\$ 73,000.00	

**Avanti Services**

Avanti Services are estimated from 75% to 100% of the total license fee investment. Our service fees are fixed and upon our evaluation of your requirements a detailed cost can be provided.

Services include: Project Management, Implementation, Training, Data Conversions, General Ledger Exports, Pay Statement Formatting, Benefit Provider Exports, Integration and/or Importing/Exporting to third party software.

**Avanti Support & Maintenance**

Avanti Annual Support and Maintenance fees are 20% of the Avanti license fee investment and include the following:

- Unlimited 1 FDD telephone support from our National Support Center
- 2 product updates in June and December for CPA and Revenue Quebec tax updates
- 2 product updates in the spring and fall with product enhancements

Fees subject to change after 180 days from January 5, 2007

## Appendix 2



## City of Sault Ste Marie

## Service Summary

<b>Implementation Fees</b>	Number of Days	36	\$ <u>48,600.00</u>
<b>Data Conversions</b>			
Payroll conversion demographics		8,000.00	<input type="checkbox"/>
Payroll conversion YTD and demographics		8,000.00	<input checked="" type="checkbox"/>
Payroll conversion by pay period 2005/06 and demographics		11,200.00	<input type="checkbox"/>
HRS conversion fee per month of data		1,200.00	<input type="checkbox"/>
Applicant recruiting history import		7,600.00	<input type="checkbox"/>
			<u>\$ 8,500.00</u>
<b>Other Services</b>			
General Ledger Export	3,200.00	<input checked="" type="checkbox"/>	1 included
Benefit Provider Export	5,000.00	<input type="checkbox"/>	1
Custom forms, logo and signature per legal entity	500.00	<input type="checkbox"/>	1
Time data import from other party software	5,000.00	<input type="checkbox"/>	1
Other data imports/exports			-
Other data imports/exports			-
			<u>\$ -</u>
<b>Training</b>			
Canadian Payroll	2	3	3,000.00
Human Resources	1	3	1,500.00
Benefits Administration	1	3	1,500.00
Training & Position Management	1	2	1,000.00
Time & Attendance	2	3	3,000.00
Employee & Manager Self Service	1	0	-
Record Writer	1	3	1,500.00
			<u>\$ 11,500.00</u>
<b>Total Services</b>			<u>\$ 60,600.00</u>

City of Sault Ste Marie	<u>Pricing Summary</u>	<u>Fees</u>	<u>Annual Support &amp; Updates</u>
<b>Avanti Software</b>			
Avanti Software License Fees		\$ 73,000.00	<u>\$ 14,600.00</u>
Avanti Service Fees		<u>\$ 68,600.00</u>	
Total Software and Service Fees		<u>\$ 141,600.00</u>	

10(k)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-23

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-law 2005-151 concerning lands located at 104 Albert Street West.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

1. **BY-LAW 2005-151 (52) AMENDED**

Section 2(52) of By-law 2005-151 is amended by:

1. deleting the words "5 dwelling units" and replacing them with "6 dwelling units"; and
2. deleting condition 1 and replacing it with the following:

"that the required parking spaces be reduced from 8 to 6 with 3 spaces located on the subject property and 3 spaces located off-site. The 3 off-site parking spaces shall be subject to a lease of at least 10 years duration."

2. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law.

READ THREE TIMES and PASSED in Open Council this 29<sup>th</sup> day of January, 2007

---

MAYOR – JOHN ROWSWELL

---

CLERK - DONNA P. IRVING



THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW NO. 2007-30

STREET CLOSING: (S.2.3.) a by-law to stop up, close and authorize the conveyance of a portion of the Black Road road allowance abutting 498 Black Road

WHEREAS the street or part of the street more particularly hereinafter described was established as a public street and assumed for public use by By-law 153

NOW THEREFORE 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. STREET CLOSED

The street or part of street more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. LANDS DECLARED SURPLUS

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

3. EASEMENTS TO BE RESERVED

Subject to the retention of easements if required, the Corporation shall convey all of the street that is more particularly described in Schedule "A" to this by-law.

4. EXECUTION OF DOCUMENTS

The Mayor and the 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.

5. CONVEYANCE TO ABUTTING OWNERS

The said street shall be offered to the owners of the lands abutting thereon. In default of acceptance thereof within 30 days of such offer being made to him by prepaid first class mail, the said street shall be offered to the persons owning lands opposite to the said street or part of the street.

6. SCHEDULE "A"

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

10(e)

7. EFFECTIVE DATE

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

Read the first and second times this 29<sup>th</sup> day of January, 2007

MAYOR – JOHN ROWSWELL

**CITY CLERK - DONNA P. IRVING**

Read a THIRD time and PASSED in open Council this day of  
2007 after notice thereof had been published once a week for two consecutive  
weeks and after the Council had met to hear every person who claims that his  
land will be prejudicially affected by the by-law and who had applied to be heard.

**MAYOR – JOHN ROWSWELL**

**CLERK - DONNA P. IRVING**

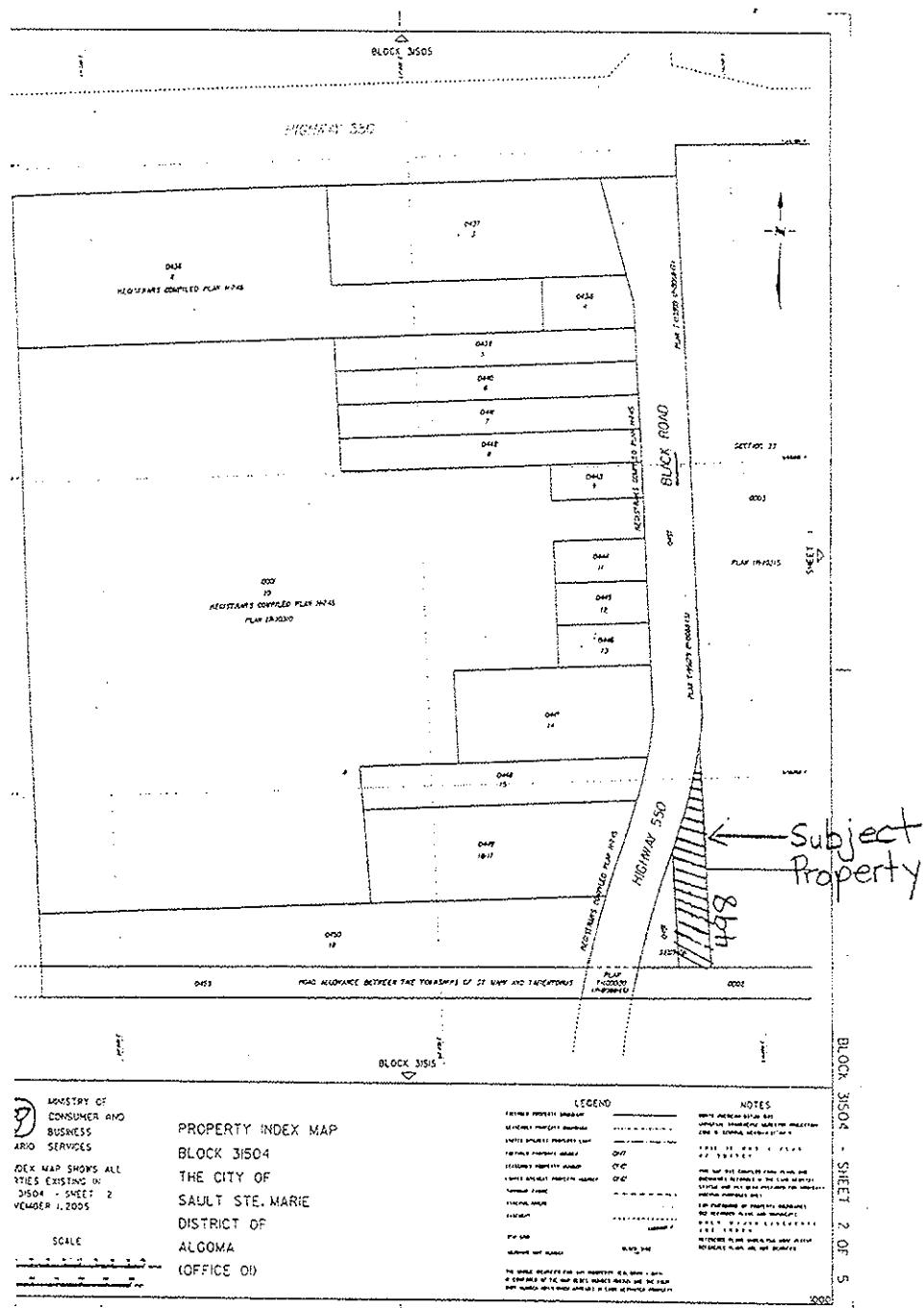
THIS IS A LIBRARY BOOK FROM THE  
LIBRARY OF THE STATE OF SOUTH DAKOTA  
SOUTH DAKOTA LIBRARIES ARE LOCATED  
IN 106 PUBLIC LIBRARIES IN SOUTH DAKOTA.

10(e)

**SCHEDULE A**

## PORTION OF BLACK ROAD

PIN NO. 31504-0452 – Description: Pt Sec 33, Tarentorus a in X-244 south of Part 2, T-113909; City of Sault Ste. Marie, District of Algoma





10(m)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-18

**LOCAL IMPROVEMENT:** A by-law to authorize the construction of a concrete sidewalk on Queen Street East from Dacey Road to Queensgate Boulevard under Section 3 of the Municipal Act, 2001, Ontario Regulation 119/03

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" 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 \$27.00 per metre frontage shall be specially assessed upon the lots abutting directly on the said work according to the extent of their respective frontages thereon and the remainder of the cost of the work shall be borne by the Corporation.
6. 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 instalments.
7. 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.
8. 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.
9. The said Schedules "A" forms a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this 29th day of January, 2007.

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MAYOR –JOHN ROWSWELL

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CITY CLERK – DONNA IRVING

FIRST reading: January 29th, 2007

SECOND reading: January 29<sup>th</sup>, 2007

THIRD reading:

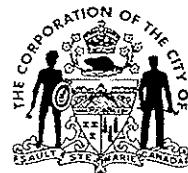
10(m)

CORPORATION OF THE CITY OF SAULT STE. MARIE  
CONCRETE SIDEWALK - SECTION 3

SCHEDULE "A"

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>SIDE</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-06-9-01	Queen Street East	Dacey Road	Queensgate Boulevard	525m	1.5m	North	487.300m	\$200,000.00

CR/al  
2007 01 29



10cm

## 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 BYLAW 2007-18, SECTION 3  
REGULATION 119/03 MUNICIPAL ACT

## ENGINEER'S REPORT

2007 01 29

Nature of Work	Construction of: On: From: To:	Construction of concrete sidewalk Queen Street East Dacey Road Queensgate Boulevard
Estimated Cost of Work		\$200,000.00
Estimated Assessable Abutting Frontage		487.300m
Estimated Cost to be Borne by Assessable Abutting Property		\$ 13,157.10
Estimated Cost to be Borne by The Corporation		\$186,842.90
Special Rate per Metre Frontage		\$27.00
Estimated Interest Rate Term	6% 10 years	
Estimated Annual Rate per Metre Frontage		\$3.67
Estimated Lifetime of the Work		20 years

NOTE: Please refer to the attached Council Report of August 28, 2006.

Respectfully submitted,

  
Carl Rumiel, P. Eng.  
Design & Construction Engineer

CR/al

Recommended for Approval

  
Jerry D. Dolcetti, RPP  
Commissioner of Engineering & Planning

