

AGENDA

REGULAR MEETING OF CITY COUNCIL

2008 12 01

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

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

Resolved that the Minutes of the Regular Council Meeting of 2008 11 17 be approved.

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

3. APPROVE AGENDA AS PRESENTED

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

Resolved that the Agenda for the 2008 12 01 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Two local Canadian Forces members recently returned from Afghanistan will be in attendance to receive a recognition plaque from the City. May Adshead on behalf of the Sault Ste. Marie Military Family Support Group will also be in attendance.
- (b) Sandra Randa on behalf of the Scotties Bid Committee, 2010 Canadian Ladies Curling Championships, the Scotties Tournament of Hearts will be in attendance concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

5.

COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

Mover - Councillor O. Grandinetti

Seconder - Councillor J. Caicco

Resolved that all the items listed under date 2008 12 01 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO is attached for the information of Council.
- (b) A letter from the Minister of Municipal Affairs and Housing concerning the reforms to the Planning Act and the Province's One-Window planning services is attached for the information of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the letter from the Minister of Municipal Affairs and Housing dated October 28, 2008 concerning initiatives for reforms to the Planning Act and the Province's One-Window planning system BE REFERRED to the Planning Director for review and report back to City Council.
- (c) A letter from the Ministry of Community and Social Services thanking the Chair, District of Sault Ste. Marie Social Services Administration Board for hosting a recent luncheon with the Minister of Community and Social Services is attached for the information of Council.
- (d) Correspondence from the General Manager Sault Ste. Marie Region Conservation Authority concerning the status of signage for the St. Marys River as a Canadian Heritage River is attached for the information of Council.
- (e) A letter from the Algoma Public Health concerning possible service reduction in APH's Infant and Child Development Program is attached for the information of Council.

Mover - Councillor S. Myers

Seconder - Councillor P. Mick

Resolved that Sault Ste. Marie City Council expresses its support to Algoma Public Health in its request to the Ontario Minister of Children and Youth Services Deb Matthews to reconsider her ministry's announcement of reduction in funding for the Infant and Child Development Program for the fiscal year ending March 31, 2009 as it could result in up to 50% reduction of services for as many as 500 families in the District of Algoma of which approximately 400 are in Sault Ste. Marie; and further that a copy of this resolution be forwarded to Algoma Public Health and to Sault Ste. Marie M.P.P. David Orazietti.

5. (f) A letter from the Founding Group of Sault Ste. Marie Nurse Practitioner – Led Clinic concerning a request for Council endorsement of the proposal for a Nurse Practitioner-Led Clinic in Sault Ste. Marie is attached for the information of Council.

Mover - Councillor S. Myers
Seconder - Councillor J. Caicco

Whereas approximately 10,000 residents of Sault Ste. Marie and District do not have access to primary health care; and

Whereas a community group of Nurse Practitioners and Physicians in partnership with concerned community members have collaborated in an application to the Ministry of Health and Long-Term Care to establish a Sault Ste. Marie Nurse Practitioner-Led Clinic at Sault College;

Resolved that Sault Ste. Marie City Council expresses its full support and endorsement for the proposal for the establishment of a Sault Ste. Marie Nurse Practitioner-Led Clinic at Sault College; and

Further that a copy of this resolution be forwarded to Debbie Graystone on behalf of the Founding Group of Sault Ste. Marie Nurse Practitioner-Led Clinic, the Minister of Health and Long-Term Care and to Sault Ste. Marie M.P.P. David Orazietti.

- (g) The Outstanding Council Resolutions List as of November 17, 2008 is attached for the information of Council.

(h) **Council Travel**

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

Resolved that Councillor Lou Turco be authorized to travel to (1) a Northern Growth Plan Technical Table Education and Planning Session with Government of Ontario (representing FONOM) being held in Sudbury, Ontario (2 days in December) at no cost to the City; and (2) Northern Ontario School of Medicine Face to Face meetings being held in Sudbury, Ontario (2 days in December) at no cost to the City.

(i) **Staff Travel Requests**

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

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

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 12 01 be approved as requested.

5. (j) **Tender for Three (3) Diesel Generators c/w Trailers**
Reports of the Manager of Purchasing and the Commissioner of Public Works and Transportation are attached for the consideration of Council.

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

Resolved that the reports of the Manager of Purchasing and the Commissioner of Public Works and Transportation dated 2008 12 01 concerning Three Portable Diesel Generators be accepted and the recommendation that the tender for the supply and delivery of 3 Diesel Generators complete with trailers required by the Public Works and Transportation Department be awarded as recommended to Northshore Tractor for \$96,579.97 be approved.

- (k) **Request for Proposal – Two (2) Pumper/Rescue Fire Vehicles**
A report of the Manager of Purchasing is attached for the consideration of Council.

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

Resolved that the report of the Manager of Purchasing dated 2008 12 01 be endorsed and that the proposal for the supply and delivery of Two (2) Pumper/Rescue Fire Vehicles with the opportunity to become a Northern Ontario Service Centre for Emergency Vehicles, required by Fire Services, be awarded as recommended.

- (l) **Tenders for Automotive Supplies and Tire Services**
A report of the Manager of Purchasing is attached for the consideration of Council.

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

Resolved that the report of the Manager of Purchasing dated 2008 12 01 be endorsed and that the tenders for the supply of Automotive Supplies and Tire Services, required by various City Departments and cooperatively for PUC Services Inc., be awarded as recommended.

- (m) **Skatepark Update**
A report of the Commissioner of Community Services is attached for the consideration of Council.

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

Resolved that the report of the Commissioner of Community Services dated 2008 12 01 concerning Skatepark Update be accepted as information.

5. (n) **Soo Finnish Nordic Ski Club – Request to Groom the Wishart Park Trail**
A report of the Commissioner of Community Services is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
- Resolved that the report of the Commissioner of Community Services dated 2008 12 01 concerning Soo Finnish Nordic Ski Club - Request to Groom the Wishart Park Trail be accepted and the recommendation that the Ski Club be given permission to groom the Wishart Park trail for use for the 2008/09 cross-country ski season and that the City be provided with the proper proof of insurance prior to any use, be approved.
- (o) **American Wind Symphony Orchestra 2009 Tour**
A report of the Supervisor, Community Services is provided for the information and direction of Council.
- Mover - Councillor S. Myers
Seconder - Councillor O. Grandinetti
- Whereas the City of Sault Ste. Marie has the unique opportunity to be included in the American Wind Symphony Orchestra 2009 Tour which includes a 3-day schedule of performances in late July 2009; and
- Whereas communities participating in the Tour are required to provide a performance fee of \$30,000.00;
- Resolved that City Council expresses its support for this Tour coming to Sault Ste. Marie by providing a maximum contribution of \$15,000.00 (a \$5,000.00 deposit and a further \$10,000.00 once the remainder of the required event funding is confirmed) with funds to come from the Community Development Fund budget; and
- Further resolved that:
1. Councillor Susan Myers be delegated as City Council's representative on the organizing committee being established by the Sault Ste. Marie Arts Council with involvement by appropriate City staff; and
 2. confirmation be given to the American Wind Symphony Orchestra that Sault Ste. Marie will participate in the 2009 Tour and that the required \$5,000.00 deposit be forwarded as per the contract requirement be approved.
- (p) **Pim Street Sewage Pumping Station Engineering Fees**
A report of the Director of Engineering Services is attached for the consideration of Council.

5. (p) Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
Resolved that the report of the Director of Engineering Services dated 2008 12 01 concerning Pim Street Sewage Pumping Station Engineering Fees be accepted and the recommendation that the additional \$55,000.00 engineering fees for a revised upset limit of \$575,000.00 in the engineering services contract between the City and EarthTech Canada Inc. for the reconstruction of the Pim Street Pumping Station be approved; and
Further that the consultant and engineering staff work to resolve the liquidated damages issue with the contractor in due course.
- (q) **Engineering Services – Sussex Road Bridge**
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2008-211 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (r) **Fire Protection Agreement Between the City of Sault Ste. Marie and The Batchewana First Nation of Ojibways (Rankin Reserve 15D)**
A report of the Fire Chief is attached for the consideration of Council. The relevant By-law 2008-217 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (s) **Lease Agreement – City-Owned Facility at 65 Old Garden River Road**
A report of the Fire Chief is attached for the consideration of Council. The relevant By-law 2008-221 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (t) **Land Ambulance Service Contract**
A report of the Fire Chief is attached for the consideration of Council. The relevant By-law 2008-220 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (u) **Licence of Occupation With Transport Canada for Millenium Fountain**
A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2008-218 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (v) **Cooper Street Parking**
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 2008 10 20.

5. (v) Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the report of the Commissioner of Public Works and Transportation dated 2008 12 01 concerning Cooper Street Parking be accepted and the recommendation that the existing parking bans in place on Cooper Street remain be approved.
- (w) **No Parking – Wawanosh Avenue From Great Northern Road to Blake Street**
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 2008 11 03.

Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2008 12 01 concerning No Parking – Wawanosh Avenue From Great Northern Road to Blake Street be accepted and the recommendation that parking be banned on both the south and north sides of Wawanosh Avenue between Great Northern Road and Blake Street and that the Traffic By-law be amended accordingly be approved.
- (x) **Birch Street Sidewalk Plowing**
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 2008 11 17.

Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the report of the Commissioner of Public Works and Transportation dated 2008 12 01 concerning Birch Street Sidewalk Plowing be accepted and the recommendation that the sidewalk on the east side of Birch Street be added to the sidewalk snowplow route and that the associated cost to plow and sand this sidewalk be added to the Winter Maintenance Cost Centre; and
Further resolved that parking be banned on the east side of Birch Street from Cedar Street to Wilcox Avenue from November 1st to March 31st each year, be approved
- (y) **Contracting Out Refuse Collection**
A report of the Commissioner of Public Works and Transportation is attached for the consideration of Council.

5. (y) Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
Resolved that the report of the Commissioner Public Works and Transportation dated 2008 12 01 concerning Contracting Out Refuse Collection be accepted and the recommendations that:
1. Council authorize staff to continue pursuing mechanical refuse collection through an RFP process with the possibility of introducing mechanical pick-up to the area now served by Municipal Waste and Recycling when that contract expires December 31, 2009; and
2. when mechanical refuse collection has been successfully introduced to the contracted areas of refuse collection, the balance of the City can be converted to mechanical pick-up using City employees as operators; and
3. staff report back to Council with recommendations once the RFP has been issued and evaluated, be approved.

- (z) **Use of Dogs as Part of Goose Management Program**
A report of the Manager of Parks is attached for the consideration of Council. This is in response to a Council resolution dated 2008 09 08

- Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the report of the Manager of Parks dated 2008 12 01 concerning Use of Dogs as Part of Goose Management Program be accepted and the recommendation that staff include a 2009 supplementary budget request for consideration by Council during the 2009 Budget Deliberations for the City to tender dog use services for geese control at Bellevue Park, Queen Elizabeth Park, Clergue Boardwalk, Elliott Sports Complex and Strathclair Sports Complex, be approved.

- (aa) **Municipal Hazardous or Special Waste Contract Extension**
A report of the Waste Diversion Supervisor is attached for the consideration of Council.

- Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the report of the Waste Diversion Supervisor dated 2008 12 01 concerning Municipal Hazardous or Special Waste Contract Extension be accepted and the recommendation that the extension of the Municipal Hazardous or Special Waste Contract with Hotz Environmental be approved.

5. (bb) **Reduction of Charter Bus Service**
A report of the Transit Manager dated 2008 11 17 is attached for the consideration of Council. Note: This matter was deferred at the 2008 11 17 Council Meeting. A report from the CEO, Economic Development Corporation dated 2008 11 25 is attached for the information of Council. Note: David Hornstein on behalf of the Searchmont Ski Association Board of Directors will be in attendance for any questions from Council.

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

Resolved that the report of the Transit Manager dated 2008 11 17 concerning Reduction of Charter Bus Service be accepted and the recommendation that the City Transit Division no longer provide charter bus service to Buttermilk and Searchmont Ski Resorts for the reasons cited in the report be approved.

- (cc) **City Council Resolution – Evacuation of Manitou Park (August 18, 2008)**
A report of the Chief of Police is attached for the consideration of Council. This is in response to a Council resolution dated 2008 08 18.

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

Resolved that the report of the Chief of Police dated 2008 11 21 concerning City Council Resolution – Evacuation of Manitou Park (August 18, 2008) be accepted as information.

- (dd) **Northern Ontario Clinical Research Centre in Sault Ste. Marie – An Update to City Council**
A report of the Managing Director, Destiny Sault Ste. Marie is attached for the consideration of Council. This is in response to a Council resolution dated 2008 10 06.

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

Resolved that the report of the Managing Director, Destiny Sault Ste. Marie dated November 2008 concerning the results of a study for establishing a Northern Ontario Clinical Research Centre (NOCRN) in Sault Ste. Marie be accepted as information.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (8) **BOARDS AND COMMITTEES**
- (a) **Conferences and Major Special Events Committee Funding Request – 2010 Canadian Ladies Curling Championships Scotties Tournament of Hearts**
- A report of the Chair, Conferences and Major Special Events Committee is attached for the consideration of Council.
- Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
- Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2008 12 01 concerning Funding Request - 2010 Canadian Ladies Curling Championships Scotties Tournament of Hearts be accepted and the recommendation that the request for municipal assistance for the Tournament being held in Sault Ste. Marie February 2010 BE REFERRED to the Commissioner of Community Services and other appropriate staff for review and report back to City Council with recommendations of what contributions the City can provide for both in-kind services and the level of funding for this prestigious event, be approved.
7. **UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**
- (a) Mover - Councillor S. Butland
Seconder - Councillor P. Mick
- Whereas the City of Sault Ste. Marie qualified for a free energy audit sponsored by the Provincial Government in cooperation with AMO; and
- Whereas the Civic Centre audit has been completed and subsequent post-audit discussions and recommendations have been completed and subsequent retrofit applications have been submitted to the Municipal Eco Challenge Fund; and
- Whereas an opportunity exists under the fund to apply for a "showcase project" which could qualify the City for a grant of up to \$600,000.00; and
- Whereas we may qualify for "stackable" grants for Federal Funding under Natural Resources Canada; and
- Whereas the water-source heat pump is the largest expenditure recommended by our energy auditors at an estimated cost of \$168,500.00 with a payback of 3.8 years; and
- Whereas other options could be considered under the "showcase project" guidelines which could further enhance the unique aspects of our Civic Centre; Therefore be it resolved that Council endorse the Environmental Initiatives Committee to proceed with an application to the Municipal Eco Challenge Fund

7. (a) to conduct a study (upset limit of \$15,000.00 with \$10,000.00 provided by the Challenge Fund) to determine the feasibility and costs of implementing a water-source heat pump and potential other energy-saving technology which could qualify our Civic Centre as a legitimate Showcase Facility.
- (b) Mover - Councillor S. Butland
Seconder - Councillor T. Sheehan
Whereas the Art Gallery of Algoma has accumulated approximately \$11 million in animation cell collections; and
Whereas these cells despite their considerable monetary and cultural value presently have no climate-controlled environment for storage (actually no storage space whatsoever); and
Whereas there are other valuable historical collections that are not open to public viewing; and
Whereas the "animation centre" study commissioned in 2004 is not an imminent reality given the present economic environment;
Therefore be it resolved that the above situation be forwarded to the Cultural Advisory Board for their consideration and possible recommendation(s).
- (c) Mover - Councillor S. Butland
Seconder - Councillor J. Caicco
Be it resolved that considering the reports dated June 9th and October 20th (attached) that a four foot chain link fence be erected on the northern frontage boundary at 617 Boundary Road at an approximate cost of \$1,500.00 (the resident will fence the back portion of his property) – the two together will prevent pedestrians from the "walkway" to vandalize the property.
- (d) Mover - Councillor J. Caicco
Seconder - Councillor S. Butland
Whereas there is a possibility of Government funds or grants available for municipalities to promote the use of low flush toilets; and
Whereas the use of low flush toilets is more efficient resulting in a savings to municipalities and are environmentally friendly;
Be it resolved that this initiative be forwarded to the Corporate Green Committee for their consideration and appropriate action; and
Further be it resolved that any action taken be developed in cooperation with the Public Utilities Commission and M.P.P. David Orazietti.
- (e) Mover - Councillor J. Caicco
Seconder - Councillor T. Sheehan
Whereas outdoor ice rinks have historically been important winter gathering places for most Northern Ontario communities over the past several generations; and
Whereas, at one time, every school and every park in every neighbourhood had a skating rink that operated each winter to the delight of both young and old alike; and

7. (e) Whereas, over the years, for a variety of reasons, the number of outdoor rinks that continue to operate for public use in Sault Ste. Marie have become smaller and smaller; and
Whereas, like all winter activity, ice skating and hockey and fresh air all contribute to healthier individuals and a healthier community; and
Whereas, neighbourhood ice rinks can provide easily accessible and relatively inexpensive recreation to people who might not otherwise be able to take advantage of such wonderful opportunities;
Now therefore be it resolved that City Council authorizes the formation of a Committee to be comprised of Councillor James Caicco as Chair and Councillor Terry Sheehan, School Board representatives from all local School Boards, appropriate City staff and School Board staff, a representative from the Sault Ste. Marie Youth Association and others as deemed appropriate. The purpose of the Committee would be to ascertain whether or not local youth, their parents, their educators and their City, with the help of local businesses and other volunteers, might be able to encourage the re-establishment of outdoor ice rinks in our community as a very important health and recreation initiative.
- (f) Mover - Councillor T. Sheehan
Seconder - Councillor S. Myers
Whereas a Ward 2 neighbourhood meeting was held recently in regards to a rash of graffiti in the east end of the City; and
Whereas graffiti is a City-wide problem and City Council has recently endorsed an Anti- Graffiti Task Force;
Now therefore be it resolved that:
1) Public Works report back to City Council on the feasibility of installing street lights on Lorraine Avenue and also how there might be better lighting on the path between Lewis Road and Meadow Park Crescent; and
2) the appropriate recommendations (notes attached) from the Ward 2 neighbourhood meeting be forwarded to the City's Anti-Graffiti Task Force and to the Youth Crime Committee.
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) 2008-211 A by-law to authorize an agreement between the City and M.R. Wright & Associates Co. Ltd. for design and contract administration of the replacement of the Sussex Road bridge.
A report from the Director of Engineering Services is on the agenda.
- (b) 2008-217 A by-law to authorize an agreement between the City and Batchewana First Nation of Ojibways of the Rankin Indian Reserve 15D for the provision of fire protection services.
A report from the Chief of Fire Services is on the agenda.
- (c) 2008-220 A by-law to authorize the execution of an Agreement for Land Ambulance Service entered into between the District of Sault Ste. Marie Social Services Administration Board and The Corporation of the City of Sault Ste. Marie.
A report from the Chief of Fire Services is on the agenda.
- (d) 2008-221 A by-law to authorize the execution of a Lease Agreement entered into between the District of Sault Ste. Marie Social Services Administration Board and The Corporation of the City of Sault Ste. Marie for premises known civically as 65 Old Garden River Road.
A report from the Chief of Fire Services is on the agenda.

LICENCE OF OCCUPATION

- (e) 2008-218 A by-law to authorize the Licence between Transport Canada and the City for the purpose of maintaining and operating the Millenium water fountain.
A report from the Assistant City Solicitor is on the agenda.

10. **OFFICIAL PLAN AMENDMENT**

- (f) 2008-215 A by-law to adopt Amendment No. 157 to the Official Plan (Local Union 1036).

TRAFFIC

- (g) 2008-213 A by-law to amend Schedule "V" of Traffic By-law 77-200.

- (h) 2008-219 A by-law to amend Schedule "A" of Traffic By-law 77-200.

ZONING

- (i) 2008-216 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 395 Korah Road (Local Union 1036).

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 O. Grandinetti

Seconder - Councillor J. Caicco

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2008 11 17

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, P. Mick

ABSENT: Councillors F. Manzo (illness), T. Sheehan (work)

OFFICIALS: J. Fratesi, D. Irving, P. McAuley, B. Freiburger, N. Apostle, J. Dolcetti, D. Scott, L. Bottos, M. Wozny, D. McConnell

1. ADOPTION OF MINUTES

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2008 11 03 be approved. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the Agenda for the 2008 11 17 City Council Meeting as presented be approved. CARRIED.

4. DELEGATIONS/PROCLAMATIONS

- (a) Ian Ganton, Youth Program Director, Y.M.C.A. was in attendance concerning Proclamation – Y.M.C.A. World Peace Week.
- (b) Maureen Dodd, Resource Development Manager, United Way of Sault Ste. Marie; and Stan Kupferschmidt, Project Leader, Katimavik Local Council were in attendance concerning the Katimavik Program activities in Sault Ste. Marie.

4. (c) Linda Whalen, General Manager Sault Ste. Marie Region Conservation Authority was in attendance concerning agenda item 5.(w).
- (d) Sarah Orchard was in attendance concerning agenda item 6.(6)(a).
- (e) Mr. Urso was in attendance concerning agenda item 6.(6)(c).
- (f) David Hornstein on behalf of the Searchmont Ski Association Board of Directors was in attendance concerning agenda item 6.(7)(a).
- (g) Joanne Kovich on behalf of the Sault Youth Association was in attendance concerning agenda item 7.(a).

PART ONE – CONSENT AGENDA

5. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers

Resolved that all the items listed under date 2008 11 17 - Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) Correspondence from AMO and OGRA was received by Council.
- (b) Correspondence from the City of Kingston (concerning a review of the Mining Act) was received by Council.
- (c) The letter of request for a temporary street closing was accepted by Council.
1) on Queen Street and Simpson Street in conjunction with the 2008 Santa Claus Parade (December 6th). The relevant By-law 2008-205 is listed under Item 10 of the Minutes.
- (d) The petition from residents of lower Birch Street requesting sidewalk snowplowing this winter was received by Council.

Moved by Councillor L. Turco
Seconded by Councillor S. Myers

Resolved that the petition from residents of lower Birch Street requesting sidewalk snowplowing commencing this winter BE REFERRED to the Commissioner of Public Works and Transportation for review and report back to Council. CARRIED.

- (e) The letter from the Minister of Northern Development and Mines concerning an update on the Northern Ontario Growth Plan was received by Council.

5. (f) **Council Travel**

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that Mayor John Rowswell be authorized to travel to the Toronto Forum for Global Cities Conference being held in Toronto (2 days in December) at an estimated cost to the City of \$2,500.00 be approved. CARRIED.

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that Councillor Lou Turco be authorized to travel to (1) a FONOM Board Meeting being held in Temiskaming, Ontario (2 days in November) at no cost to the City; and (2) an AMO Board Meeting being held in Toronto (2 days in November) at a cost of \$300.00 to the City. CARRIED.

(g) **Staff Travel Requests**

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

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 11 17 be approved as requested. CARRIED.

(h) **Tender for One (1) 40' Low Floor Transit Bus**

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

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the report of the Manager of Purchasing dated 2008 11 17 be endorsed and that the tender for One (1) 40' Low Floor Transit Bus, required by the Transit Division of the Public Works and Transportation Department be awarded as recommended. CARRIED.

(i) **Tender for One (1) Para-Transit Mini Bus (2008CK03)**

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

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the report of the Manager of Purchasing dated 2008 11 17 be endorsed and that the tender for the supply and delivery of One (1) Para-Transit Mini Bus, required by the Transit Division of the Public Works and Transportation Department be awarded as recommended. CARRIED.

(j) **Request for Proposal – Professional Collection Services**

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

5. (j) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Manager of Purchasing dated 2008 11 17 be endorsed and that the proposal for the provision of Professional Collection Services, required by the Provincial Offences Division of the Legal Department be awarded as recommended. CARRIED.
- (k) **Unsold Tax Sale Properties**
The report of the City Tax Collector was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that pursuant to Section 354 of the Municipal Act, 2001, the adjustments for tax accounts as outlined on the City Tax Collector's report of 2008 11 17 be approved and that the tax records be amended accordingly. CARRIED.
- (l) **Mayor and Council Travel Expenses – January 1 to June 30, 2008**
The report of the Commissioner of Finance and Treasurer was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 11 17 concerning Mayor and Council travel expenses for the period January 1 to June 30, 2008 be accepted as information. CARRIED.
- (m) **Sault Ste. Marie Municipal Heritage Committee – Designated Property Grant – Wellington Square Townhouses Roof Replacement**
The report of the Manager of Recreation and Culture was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Manager of Recreation and Culture on behalf of the Municipal Heritage Committee dated 2008 11 17 concerning Designated Property Grant – Wellington Square Townhouses Roof Replacement be accepted and the recommendation that a grant of \$1,400.00 to each of the five owners of the Wellington Square Townhouses (total grant of \$7,000.00) for the Wellington Square Townhouses roof replacement with the funds to come from the Designated Property Grant account be approved. CARRIED.
- (n) **Class A and B Truck Route Update**
The report of the Commissioner of Engineering and Planning was accepted by Council.

5. (n) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Commissioner of Engineering and Planning dated 2008 11 17 concerning Class A and B Truck Route Update be accepted as information. CARRIED.
- (o) **The City and Pod Generating – Transfer of Property in the Area of (1) Leigh's Bay and Base Line and (2) Black Road**
The report of the City Solicitor was accepted by Council. The relevant By-laws 2008-199 and 2008-200 are listed under Item 10 of the Minutes.

Mayor J. Rowswell declared a pecuniary interest – Pod Solar is client of engineering firm.

Councillor J. Caicco declared a pecuniary interest – Pod Solar is client of real estate firm.
- (p) **Removal of Certain Lots in the Forest Glen and Forest Glen B Subdivisions Plan H-547 and H-505 From the Effects of By-law 69-214**
The report of the City Solicitor was accepted by Council. The relevant By-law 2008-203 is listed under Item 10 of the Minutes.
- (q) **Part Lot Control By-law for Lots in the Forest Glen and Forest Glen B Subdivisions (in the Area of Peach Drive and Paradise Avenue)**
The report of the City Solicitor was accepted by Council. The relevant By-law 2008-194 is listed under Item 10 of the Minutes.
- (r) **By-law 2008-202 – 1425 Old Garden River Road Explanatory Note**
The report of the Planning Division was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Planning Division dated 2008 11 17 concerning By-law 2008-202 – 1425 Old Garden River Road – Explanatory Note be accepted and the Planning Director's recommendation that City Council accepts this report as information be endorsed. CARRIED.
- (s) **Langdon Road Turn Around**
The report of the Commissioner of Public Works and Transportation was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Commissioner of Public Works and Transportation dated 2008 11 17 concerning Langdon Road Turn Around be accepted as information. CARRIED.

5. (t) **Reduced Bus Fare for Youth 13 to 18 Years of Age – “2008 – Year of the Youth” Pilot Project – Interim Report**

The report of the Transit Manager was accepted by Council.

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the report of the Transit Manager dated 2008 11 17 concerning Reduced Bus Fare for Youth 13 to 18 “2008 Year of the Youth” Pilot Project – Interim Report be accepted and the recommendation that:

1. the monthly Youth Pass remain at \$10.00 per month (based on 40 rides per month or 25 cents per ride); and
2. the monthly Youth Pass be valid at all times of the day; and
3. the monthly Youth Pass only be sold to individual youth, not publicly funded school boards, government agencies or medical institutions; and
4. the regular cash fare for youth return to \$2.00 per ride effective January 2, 2009

be approved. CARRIED.

(u) **Non Payment by Transit Riders**

The report of the Transit Manager was accepted by Council.

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the report of the Transit Manager dated 2008 11 17 concerning Non Payment by Transit Riders be accepted as information. CARRIED.

(v) **Transit Stop Announcements**

The report of the Transit Manager was accepted by Council.

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the report of the Transit Manager dated 2008 11 17 concerning Transit Stop Announcements be accepted and the recommendation to spend \$300,000.00 of the 2008-09 allocation of Provincial gas tax revenue to support the cost to purchase and install an Automated Bus Stop Announcement System for the Transit Services Division fleet of 28 conventional buses be approved. CARRIED.

(w) **Clark Creek Remediation Project**

The report of the General Manager Sault Ste. Marie Region Conservation Authority was accepted by Council.

5. (w) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the General Manager Sault Ste. Marie Region Conservation Authority dated 2008 11 17 concerning Clark Creek Remediation Project be accepted as information. CARRIED.
- (x) **Red Light Cameras – Feasibility**
The report of the Chief of Police was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Chief of Police dated 2008 10 31 concerning Red Light Cameras – Feasibility BE REFERRED to the Commissioner of Public Works and Transportation for review and report back to Council. CARRIED.

Councillor L. Turco declared a pecuniary interest – spouse employed by Police Services.
- (y) **Boniferro Mill Works (BMW) Loan Extension**
The report of the C.E.O., Economic Development Corporation was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the C.E.O., Economic Development Corporation dated 2008 11 17 concerning Boniferro Mill Works (BMW) Loan Extension be accepted and the recommendation of the EDC Board of Directors that:
1. due to economic conditions in the marketplace today, an additional six-month extension to Boniferro Mill Works \$60,000.00 interest free loan be granted by City Council; and
2. Boniferro Mill Works continue to pay \$1,500.00/month which the balance as of November 30, 2008 would be \$51,000.00 and the additional six-month extension would bring the balance down to \$42,000.00 to be repaid by May 30, 2009; and
3. continue to use the Promissory Note dated May 23, 2007 as security to the loan
be approved. CARRIED.
- (z) **Property Assessment Notices**
The report of the Commissioner of Finance and Treasurer was accepted by Council.

5. (z) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 11 17 concerning Property Assessment Notices be accepted as information. CARRIED.
- (aa) The News Release concerning Judy McGonigal and Gail Nelson this year's recipients of the Community Recognition Award was received by Council.
- (bb) **Gateway Project Update**
The report of the Commissioner of Engineering and Planning was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Commissioner Engineering and Planning dated 2008 11 17 concerning Gateway Project Update be accepted and the recommendation that Council accepts EDC's interest to continue efforts in securing potential proponents for the Gateway Project over the course of six months (June 2009); and that EDC provide a task oriented update to the Gateway Committee by mid-January 2009 and regular status updates to Council as required, be approved. CARRIED.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (6) **PLANNING**
- (a) **Application No. A-30-08-Z.OP – 1531169 Ontario Inc. (J & B Security Shredding) – 395 Korah Road - Request to Rezone to Permit the Existing Building to be Utilized as a Construction Trades Training Facility**
The report of the Planning Division was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Planning Division dated 2008 11 17 concerning Application No. A-30-08-Z.OP – Local Union 1036 be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 157 and rezone the subject property from Low Density Residential Zone with a Special Exception (R3S-176) by repealing Special Exception 176 and replacing it with a Special Exception subject to the 5 conditions contained in the report be endorsed. CARRIED.

6. (6)
(b) **Application No. A-31-08-OP – Alfonso and Lena Scornaienchi – 930 Leigh's Bay Road - Request to Rezone to Permit the Severance of the Subject Property to Create One Additional Rural Residential Lot**
The report of the Planning Division was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers

Resolved that the report of the Planning Division dated 2008 11 17 concerning Application No. A-31-08-OP – Alfonso and Lena Scornaienchi be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 156, which facilitates the severance of the subject property by way of a notwithstanding clause to the Rural Area policies, for one (1) additional rural residential lot be endorsed. CARRIED.

- (c) **Application No. A-21-08-Z - D. S. Urso Surveying Ltd. - 309 East Balfour Street - Request to Rezone to Facilitate the Construction of Semi-Detached Residential Units**
The report of the Planning Division was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers

Resolved that the report of the Planning Division dated 2008 11 17 concerning Application No. A-21-08-Z – D.S. Urso Surveying Ltd. on behalf of the Huron-Superior Catholic District School Board be accepted and the Planning Director's recommendation that City Council rezone the subject property in two parts as follows:

1. That Block "A" be rezoned from "R2" (Single Detached Residential) to "R3" (Low Density Residential); and
2. That Block "B" be rezoned from "R2" (Single Detached Residential) to "R3" (Low Density Residential) with a Special Exception subject to:
 - (a) That "Multiple attached dwellings" be added as an additional permitted use; and
 - (b) That the total number of dwelling units on Block "B" shall not exceed 20 be endorsed. CARRIED.

Mayor J. Rowswell declared a pecuniary interest – engineering firm undertook a building inspection on subject property.

Councillor L. Turco declared a pecuniary interest – spouse is a trustee on Huron-Superior Catholic District School Board.

6. (7) **PUBLIC WORKS AND TRANSPORTATION**

(a) **Reduction of Charter Bus Service**

The report of the Transit Manager and the letter from the Sault Youth Association were received by Council.

Moved by Councillor S. Myers
Seconded by Councillor P. Mick

Resolved that Agenda item 6.(7)(a) – Reduction of Charter Bus Service BE DEFERRED for two weeks to permit the EDC to identify possible alternative transportation for Searchmont Ski Resort. CARRIED.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers

Resolved that the report of the Transit Manager dated 2008 11 17 concerning Reduction of Charter Bus Service be accepted and the recommendation that the City Transit Division no longer provide charter bus service to Buttermilk and Searchmont Ski Resorts for the reasons cited in the report be approved.
OFFICIALLY READ NOT DEALT WITH.

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

(a) Moved by Councillor S. Myers
Seconded by Councillor B. Hayes

Whereas City Council supported a recommendation from a Council Youth Committee to support youth through a request for resources for the Sault Youth Association in year one of a two-year project; and

Whereas Council's support was part of a private/public sector partnership to improve the quality of life of youth in our community by moving a number of deliverables forward, this was outlined in a report received by Council; and

Whereas one of these very important deliverables was a submission to Play Works for a Provincially recognized designation as a Youth Friendly community;
Now therefore be it resolved that City Council expresses its very strong support for a Youth Friendly Community designation. CARRIED.

(b) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Resolved that Council request that Rod Stewart, Supervisor, Northern Region of the Ministry of Environment be requested to address Council on the issue of Air Quality in Sault Ste. Marie and area. CARRIED.

7. (c) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco
Resolved that Council write the Minister of Environment for a response to the Environmental Commissioner's annual report indicating that the air quality rating system may be "flawed"; and
Further be it resolved that the letter request consideration of the Ministry to invest in street level air quality monitoring devices which will more accurately monitor the quality of air in Ontario cities. CARRIED.
- (d) Moved by Councillor S. Butland
Seconded by Councillor P. Mick
Whereas the global financial crisis has various and considerable impacts on municipalities; one being commodity prices for blue box materials such as newsprint has bottomed out and that Ontario municipalities will be needing to stockpile this newsprint without any financial assistance; and
Whereas the time frame for the above is indefinite; and
Whereas the Waste Diversion Act prohibits certain actions to be taken by municipalities in the short term;
Therefore be it resolved that this Council request of the Ministry of Environment some flexibility in amending Certificates of Approval or suggest other alternatives to stockpiling newsprint and potentially other blue box commodities; and
Be it further resolved that this resolution be forwarded to the Ministry of Environment and Waste Diversion Ontario. 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 D. Celetti
Seconded by Councillor S. Myers
Resolved that all the by-laws listed under Item 10 of the Agenda under date 2008 11 17 be approved. CARRIED.
- (a) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-194 being a by-law to designate certain lots in the Clearview Heights Subdivision as an area not subject to part lot control be read three times and passed in Open Council this 17th day of November, 2008. CARRIED.

10. (b) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-199 being a by-law to authorize the execution of an Agreement to Purchase and Sale entered into between the City and Pod Generating for the sale by the City of approximately 29.9 acres of property at Leigh's Bay Road south of Base Line be read three times and passed in Open Council this 17th day of November, 2008. CARRIED.
- Mayor J. Rowswell declared a pecuniary interest – Pod Solar is client of engineering firm.
- Councillor J. Caicco declared a pecuniary interest – Pod Solar is client of real estate firm.
- (c) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-200 being a by-law to authorize the execution of an Agreement to Purchase and Sale entered into between the City and Pod Generating for the sale by the City of approximately 500 acres in the area of Black Road be read three times and passed in Open Council this 17th day of November, 2008. CARRIED.
- Mayor J. Rowswell declared a pecuniary interest – Pod Solar is client of engineering firm.
- Councillor J. Caicco declared a pecuniary interest – Pod Solar is client of real estate firm.
- (d) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-202 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 regarding lands located at Civic No. 1425 Old Garden River Road be read three times and passed in Open Council this 17th day of November, 2008. (Gordon) CARRIED.
- (e) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-203 being a by-law to remove certain lots in the Clearview Heights Subdivision from the effects of By-law 69-214 be read three times and passed in Open Council this 17th day of November, 2008. CARRIED.
- (f) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-205 being a by-law to permit the temporary closing of Queen Street and Simpson Street to facilitate the annual Santa Claus Parade on December 6, 2008 be read three times and passed in Open Council this 17th day of November, 2008. CARRIED.

10. (g) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-206 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be read three times and passed in Open Council this 17th day of November, 2008. CARRIED.
- (h) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-207 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 regarding lands located at 309 East Balfour Street be read three times and passed in Open Council this 17th day of November, 2008. (Huron-Superior Catholic District School Board) CARRIED.
- Mayor J. Rowswell declared a pecuniary interest – engineering firm undertook a building inspection on subject property.
- Councillor L. Turco declared a pecuniary interest – spouse is a trustee on Huron-Superior Catholic District School Board.
- (i) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-208 being a by-law to adopt Official Plan Amendment No. 156 to the Official Plan be read three times and passed in Open Council this 17th day of November, 2008. (Scornaienchi) CARRIED.
- (j) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-209 being a by-law to assume for public use and establish as a public street parts 16, 17, 57 and 58 Plan 1R11522 portion of Paradise Avenue road allowance be read three times and passed in Open Council this 17th day of November, 2008. CARRIED.
- (k) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-210 being a by-law to stop up, close and authorize the conveyance of a portion of Paradise Avenue road allowance being parts 16, 17, 57 and 58 Plan 1R11522 be read the first and second time in Open Council this 17th day of November, 2008. CARRIED.
- (l) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2008-212 being a by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie be read three times and passed in Open Council this 17th day of November, 2008. CARRIED.

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

12. **ADJOURNMENT**

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK

5(a)



200 University Ave, Suite 801
Toronto, ON M5H 3C6
Tel.: (416) 971-9856 | Fax: (416) 971-6191
E-mail: amo@amo.on.ca

ALERT

MEMBER COMMUNICATION

ALERT N°: 08/057

To the attention of the Clerk and Council
November 24, 2008

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

Government Releases Draft Information and Communications Standard

Issue: On November 11, 2008, the Government released the Initial Proposed Accessible Information and Communications Standard as part of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA). The standard has been released for public review and comment.

Background:

The AODA, 2005, requires the Minister of Community and Social Services to develop accessibility standards that will remove barriers for people with disabilities. The standards are expected to apply to the public sector, including all municipalities in the Province, as well as the not-for-profit and private sectors. They will address a full range of disabilities including physical, sensory, mental health, developmental and learning and will be implemented in phases leading to full accessibility in Ontario by 2025.

Once completed, the standards will be introduced into legislation and therefore will become mandatory and enforced by the Province.

The proposed standard for accessible information and communications was developed by an external Information and Communications Standards Development Committee (SDC). This external committee included representatives from the disability community as well as the public and private sectors. The SDC's initial proposed standard is now posted for public review and feedback. The initial proposed standard does not necessarily reflect the point of view of the government.

The public review period to make comments on the SDC's Initial Proposed Accessible Information and Communications Standard is from **November 17, 2008 to January 16, 2009**.

Once the public review period is over, the standards development committee will reconvene to consider your feedback. They may make changes to their initial proposed standard based on the feedback prior to finalizing a proposed standard for submission to the Minister of Community and Social Services.

Those interested in reviewing the SDC's proposed standard or participating in the accessibility standards development process can find more information on the Ministry of Community and Social Services' website at:

English:

<http://www.mcss.gov.on.ca/mcss/english-pillars/accessibilityOntario/accesson/business/information/>

ALERT

French:

<http://www.mcss.gov.on.ca/mcss/french-pillars/accessibilityOntario/accesson/business/information/index>

Public consultation sessions will be conducted across the province. To participate in a consultation session, to request a document in an alternate format, to find out about alternate methods of providing feedback, or for any additional information regarding the public review process, please call 1-888-482-4317 or toll-free TTY 1-888-335-6611, or email public.review@oliverwyman.com.

Action: AMO is urging its members to review the proposed standard and to provide comments to the Government. AMO will be developing a response to the standard outlining municipal issues and concerns. The response will be shared via an ALERT shortly.

This information is available in the Policy Issues section of the AMO website at www.amo.on.ca.

5(a)



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E-mail: amo@amo.on.ca



MEMBER COMMUNICATION

ALERT N°: 08/055

To the attention of the Clerk and Council
November 19, 2008

FOR MORE INFORMATION CONTACT:
Craig Reid, AMO Senior Policy Advisor
(416) 971-9856 ext 334

Municipal Support of Climate Station Data Needed

Issue: AMO members are invited to join Environment Canada's Inventory of Climate Observing Networks in Ontario (ICONO).

Background:

Environment Canada has developed and recently updated a web-based Inventory of Climate Observing Networks in Ontario (ICONO). The ICONO database will provide provincial climate station information and metadata to all Ontario climate monitoring agencies, information that can prove valuable for the purposes of climate and climate change related research and network monitoring and planning. As a metadatabase, ICONO does not include climatological or meteorological station data observations.

The database is in need of municipal climate station information to form a more complete picture of local climate conditions. Environment Canada has requested AMO member municipalities to support the project.

AMO members are encouraged to join the system by linking their climate station agencies, if they have not already done so, and to keep their network data current so that better climate analysis can guide policy-making for climate change mitigation and adaptation in Ontario. Once they have been provided with username/password information, users will be requested to enter their climate station metadata and update this information on a regular basis, either annually or as soon as possible after station network changes occur. Local conservation authorities, where available, may be able to assist municipal staff in linking to the system.

Action:

AMO members should visit ICONO at <http://www.icono.ca/> to get more information about the database and enter "guest" as both the user login and password to access the website. For further information and/or to get specific agency login information to join the network, please contact Joan Klaassen at 416-739-4268 or Joan.Klaassen@ec.gc.ca.

This information is available in the Policy Issues section of the AMO website at www.amo.on.ca.

5(a)



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E-mail: amo@amo.on.ca

ALERT

MEMBER COMMUNICATION

ALERT N°: 08/056

To the attention of the Clerk and Council
November 19, 2008

FOR MORE INFORMATION CONTACT:
Brian Rosborough, AMO Director of Policy
(416) 971-9856 ext 318

AMO-Ontario First Joint Annual MOU Statement

Issue:

AMO and Ontario today issued the first ever Joint Annual MOU Statement.

Background:

First signed in 2001, the AMO-Ontario Memorandum of Understanding (MOU) on consultation was a groundbreaking agreement between the Government of Ontario and AMO committing to consultation – still the only one of its kind in Canada.

In 2004, the MOU was renewed with two important additional commitments: that the province would not claw back federal funding intended for municipalities; and that municipalities would be consulted on any federal-provincial discussions or negotiations that might have an impact on municipal governments in Ontario. This was an important advancement that allowed AMO to participate directly in negotiations on the Federal Gas Tax funding.

In 2005, the AMO-MOU was enshrined in the *Municipal Act* through Bill 92, the *Municipal Amendment Act*.

In 2007, the MOU was renewed again by AMO and the Province with an additional commitment to release a public report on the MOU annually.

Today's release of the first Joint Annual MOU Statement is the result of changes made to the MOU in 2007. It provides background information on the MOU process and highlights some of the matters discussed over the past year.

Action:

For your information.

This information is available in the Policy Issues section of the AMO website at www.amo.on.ca.

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel. (416) 585 7000
Fax (416) 585 6470
www.mah.gov.on.ca

**Ministère des
Affaires municipales
et du Logement**

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Téléc. (416) 585 6470
www.mah.gov.on.ca



5(b)

08-3122

October 28, 2008

His Worship
Mayor John Rowswell
City of Sault Ste. Marie
99 Foster Drive
P.O. Box 580
Sault Ste. Marie ON P6A 5N1

Dear Mayor Rowswell:

RECEIVED

NOV - 3 2008

MAYOR'S OFFICE

Our government is committed to improving the quality of life for all Ontarians. We are promoting managed growth, sustainable development, a strong economy and a healthy environment across the province.

To achieve these goals, we have undertaken a number of initiatives for planning reform – including the release and implementation of the 2005 Provincial Policy Statement and reforms to the *Planning Act*. In addition, we have improved the Province's One-Window planning system to increase our efficiency when reviewing planning documents submitted to the ministry for approval.

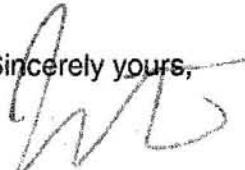
The success of these initiatives depends greatly on working with our municipal partners to ensure that municipal official plans are updated in a timely manner. As you are aware, we made changes to the *Planning Act* – via Bill 51 – which require councils to update their official plans every five years as required to ensure consistency/conformity with the provincial framework of planning policy.

Having up-to-date official plans that are consistent with/conform to the provincial planning framework will ensure our competitive advantage and will support building strong communities across our province. I am pleased that your municipality is moving forward with updating its official plan.

In carrying out this update, I strongly encourage you to involve your local Municipal Services Office (MSO), local communities, and the range of stakeholders who may have an interest in these important initiatives. This includes engaging with Aboriginal communities whose interests may be impacted to ensure they have an opportunity to participate fully in the updating process.

Staff in our Municipal Services Offices remain ready to offer you assistance, including technical and policy information on defined provincial interests in your community. Contact information for your local MSO is included with this letter.

Sincerely yours,


Jim Watson, MPP
Minister

c: Municipal Clerk

5(b)

MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING
ONE WINDOW PLANNING SERVICES
Municipal Services Offices (MSO)

MSO – Northwestern (Thunder Bay)

Regional Director

Ian Smith (807) 475-1187

Manager, Community Planning and Development

John Stadtlander (807) 475-1641

Senior Housing/Planning Advisor

Shannon Smith (807) 475-1665

Municipal Planning Advisors

TB1 - Murray Armstrong (807) 475-1655

TB2* - Scott Abick (807) 473-3028

TB3 - Ellen Cramm (807) 473-3025

Assistant Planner

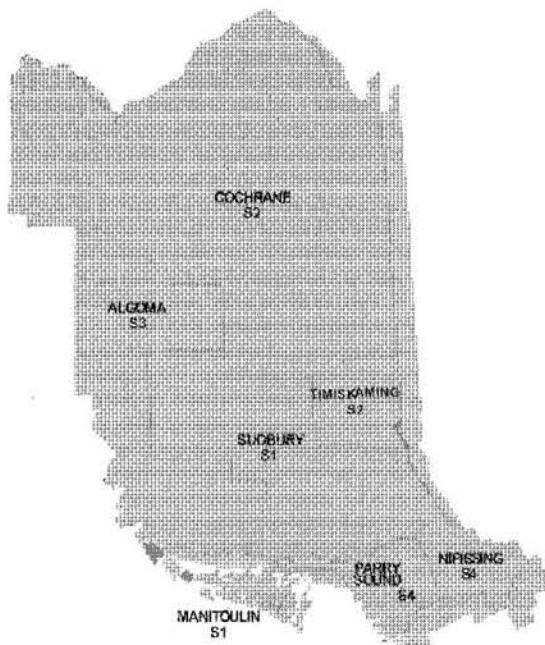
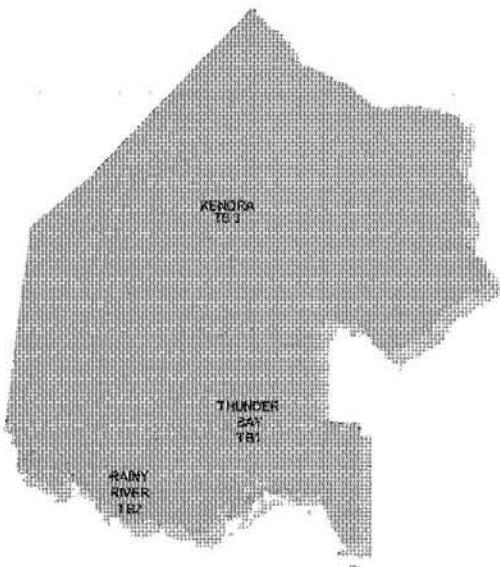
Sylvie Oulton (807) 473-3019

Business Support Officer

Danica Edmonds (807) 475-1651

* Also includes Ear Falls, Machin, and Sioux
Narrows-Nestor Falls in Kenora and
consent applications in Districts of
Kenora, Rainy River and Thunder Bay

435 James St. S, Suite 223
Thunder Bay, ON, P7E 6S7
Tel: (807) 475-1651
Toll: 1-800-465-5027 (from 807 area code only)
Fax: (807) 475-1196



MSO – Northeastern (Sudbury)

Regional Director

Lynn Buckham (705) 564-6858

Manager, Community Planning and Development

Heather Robertson (705) 564-6870

Senior Housing/Planning Advisor

Steve May (705) 564-6854

Planners

S1 - Bridget Schulte-Hostedde (705) 564-6817

S2 - Edouard Landry (705) 564-6852

S3 - Charlsey White (705) 564-6855

S4 - Laurie Brownlee (705) 564-6864

Assistant Planner

Anna Jansons (705) 564-6859

Lise Roy (705) 564-6860

Business Support Officer

Toni Tessarolo (705) 564-6813

159 Cedar St., Suite 401
Sudbury, ON, P3E 6A5
Tel: (705) 564-0120
Toll: 1-800-461-1193 (from 705 area code only)
Fax: (705) 564-6863

Ministry e-mail addresses:
firstname.lastname@ontario.ca

Prepared by:

Ministry of Municipal Affairs and Housing

July 2008

www.mah.gov.on.ca



Ministry of Community and Social Services	Ministère des Services sociaux et communautaires
Ministry of Children and Youth Services	Ministère des Services à l'enfance et à la jeunesse
Northern Region	Région du Nord
199 Larch Street Suite 1002 Sudbury ON P3E 5P9 Tel (705) 541-2111 Fax (705) 564-3099 Toll Free 1-800-825-7643	199 rue Larch Salle 1002 Sudbury ON P3E 5P9 Tél (705) 541-2111 Téléc (705) 564-3099 Sans frais 1-800-825-7643

November 13, 2008

Ms. Pat Mick, Chair
District of Sault Ste. Marie Social Services Administration Board
540 Albert Street
Sault Ste. Marie, ON
P6A 1C5

Dear Ms. Mick

On behalf of the Northern Regional Office of the Ministry of Community and Social Services, I want to thank you and the Social Services Administration Board for hosting the luncheon meeting for our Minister, the Honourable Madeleine Meilleur as well as MPP David Orazietti.

I believe the session was informative and interesting and I am certain the Minister as well as all of us got a lot out of the meeting.

Please also extend my thanks and appreciation to the staff of the City of Sault Ste. Marie Social Services Department. Their presentations were well presented, thoughtful and frank.

Thank you again and we look forward to our continued partnership.

Sincerely,

David Zuccato
Regional Director

5(d)

Linda Whalen

From: Linda Whalen
Sent: Tuesday, November 04, 2008 11:58 AM
To: 'p.mick@cityssm.on.ca'
Subject: St. Marys River

Hi Pat

As follow up to our recent conversation, for your information I offer the following in regards to the St. Marys River as a Canadian Heritage River.

The process to seek the designation of the St. Marys River as a Canadian Heritage River was initiated by the City of Sault Ste. Marie, Ontario Ministry of Natural Resources and the Sault Ste. Marie Region Conservation Authority in 1992.

A preliminary study carried out in 1994 concluded that the St. Marys River possessed the necessary qualities for nomination.

The nomination phase was completed in 1997 with a nomination document being submitted and accepted by the Canadian Heritage Rivers Board which was composed of federal, provincial and territorial government representatives.

On August 14, 2000, the Honourable Sheila Copps, Minister of Canadian Heritage and Ontario's Minister of Natural Resources, John Snobelen, approved the Heritage Strategy for the St. Marys River, thereby officially designating the St. Marys as a Canadian Heritage River.

In October of 2000, the dedication ceremony for the St. Marys River as a Canadian Heritage River took place at the Roberta Bondar Pavilion. A commemorative plaque was put in place near by. The plaque describes the importance of the river with official text displayed in English, French and Ojibwe.

The St. Marys River was considered for Canadian Heritage River System designation for its outstanding cultural values and recreational opportunities. Important aspects of the river include its hydrological, ecological and international navigational link among three Great Lakes.

The process from inception to designation was administered by the Conservation Authority with funding from federal, provincial and municipal levels of government.

Subsequent to the designation, the signage project was undertaken with provincial funding from the Ontario Living Legacy initiative through the Great Lakes Heritage Coast program to create six signs to be erected at various locations along the St. Mary's River. These signs were created in three languages as well, English, French and Ojibwe. Two staff people were employed to assemble photos and corresponding data as well as to coordinate the arrangements with the municipalities for the installation of the signs. These positions were funded through a Batchewana Employment and Training Targeted Wage Subsidy program together with funding from the Indian Friendship Centre.

At this time the sign at Bellevue Park has been installed near the wildlife viewing platform by City Parks staff. The two signs on St. Joseph Island, Richards Landing and Sailor's Encampment, were installed by Conservation Authority staff. The sign for Bruce Mines is with their staff since they preferred to install it themselves and include it with other interpretive material. Prince Township has the sign for Gros Cap because they also wished to install it themselves.

The sign for the Sault Canal site is still currently stored at the Conservation Authority facility. We have now been in contact with Pam at Parks Canada and she is trying to make arrangements to pick up the sign this week. Pam anticipates that the sign will be installed in the spring of 2009. Jason Hamilton, of the Conservation Authority, had unsuccessfully tried to contact Pam, however Pam contacted me in follow up to conversations she had with you. Your assistance in making a contact with Parks Canada on

5(d)

our behalf has been extremely helpful in moving this along. Thank you.

If you would like any further information, please contact me.

Respectfully,

Linda Whalen
General Manager
Sault Ste. Marie Region
Conservation Authority

5(e)



Algoma
PUBLIC HEALTH
Santé publique Algoma

AA Northan MD MHSc FRCP(C)
Medical Officer of Health
www.algomapublichealth.com

November 25, 2008

To All Algoma Municipalities:

Blind River
Community
Services Centre
15 Hanes Avenue
P0R 1B0
Tel: 1 (705) 356-2551
TF: 1 (888) 211-4739
Fax: 1 (705) 356-2494

Please find enclosed a motion passed by the Board of Health at it's November 19, 2008 Board meeting. It is directed to the Honourable Deb Matthews, Minister of Child and Youth Services and is concerned about possible service reduction in Algoma Public Health's Infant and Child Development Program.

Elliot Lake
Algo Centre
151 Ontario Avenue
P5A 2T2
Tel: 1 (705) 848-2314
TF: 1 (888) 211-6749
Fax: 1 (705) 848-1911

Because of a funding shortfall, this program must put in place a financial recovery plan that will require the reduction of services to many of the 500 plus families throughout the District of Algoma this program serves. The motion speaks to this concern in greater detail.

We ask that your municipal/town council consider supporting this motion. If you require further information on this matter please feel free to contact Jeff Holmes, Business Administrator at 705-759-5232 or by email jholmes@algomapublichealth.com or any one of the Board of Health members listed below.

Sault Ste. Marie
Civic Centre
99 Foster Drive
P6A 5X6
1st Floor
6th Floor
Tel: 1 (705) 759-5287
TF: 1 (866) 892-0172
Fax: 1 (705) 759-1534

Guido Caputo, Board Chair	gcaputo@nrcan.gc.ca
John Currie, Board Vice Chair	jcurri@adsab.on.ca
Lila Cyr	lcyr@blindriver.com
Scot Reinhardt	scot.reinhardt@city.elliottlake.on.ca
Susan Myers	s.myers@cityssm.on.ca
Anthony Rossi	asrossi@crrllp.ca
Gord Post	brucemines@bellnet.ca
Guido Caputo	gcaputo@nrcan.gc.ca
Janet Blake	jblake@algomapublichealth.com
Rosario Capillo	rkapillo@onlink.net
Karen Marinich	boathouse10@shaw.ca
Ron Rody	705-856-2244

126 Queen Street East
P6A 1Y5
Tel: 1 (705) 942-3103
Fax: 1 (705) 942-9915

186 East Street
P6A 3C6
Tel: 1 (705) 759-3935
Fax: 1 (705) 759-2105

63 East Street
Unit 1
P6A 3C4
Tel: 1 (705) 759-1844
Fax: 1 (705) 759-5953

Sincerely,

Guido Caputo
Algoma Public Health Board Chair

Wawa
18 Ganley Street
P0S 1K0
Tel: 1 (705) 856-7208
TF: 1 (888) 211-8074
Fax: 1 (705) 856-1752

Preamble

The Board of Health for Algoma Public Health at its November 19th, 2008 Board meeting received management reports on the pending reduction of service in the Infant and Child Development Program. The reduction of service would be required to balance the operating budget. As the saving are required by March 31, 2009 the fiscal yearend, and given this late date, the impact on the provision of service to a large number of families will be significant.

MOTION

Whereas

Algoma Public Health provides Early Years Services assisting developmentally delayed children to grow and develop to reach their optimum development through its Infant and Child Development Program and these children often have established or are biologically at risk for diagnosis such as Down's Syndrome, Autism, Seizures, or are born premature infants, and

Whereas

A 1/3 reduction in services will result affecting many of the 517 families in the District of Algoma this program serves as result of the reduction of program funding and the funding policies applied to this program since it's inception, and

Whereas

This program epitomizes the concept of an ounce of prevention and pound of cure by providing preventative care and early intervention service to children and their families and, research has proven that investment in the early years improves the health and wellbeing of the child and family, and research has also proven that for every dollar invested in early year's intervention, society saves more than 17 times the amount investment by the time the child reaches the age of 18 years, and

Whereas

The Board of Health expressed concern with the significant reduction in services to clients and their families, and desires the following motion to be forward to the Minister of Child and Youth Services, and other Northern Ontario Municipalities to encourage its adoption as well;

Be it resolved that,

The Minister of Child and Youth Service consider providing adequate financial restitution to the Infant and Child Development Program of Algoma Public Health, to maintain the important prevention services to the Children and the Families of the District of Algoma.

From: Susan Myers
Sent: November 26, 2008 8:06 PM
To: Donna Irving
Cc: JHolmes@algomapublichealth.com
Subject: FW: ICDP Layoff revised email

Importance: High

Donna,

If it is not too late, can Jeff's e-mail below be added to the Council package item regarding this matter. If it is too late, please place as an addendum for Council on Monday as it is a critical piece of information, thanks.

Susan.
J. Susan Myers
City Councillor Ward Two
705.256-6128

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

From: Jeff Holmes [mailto:JHolmes@algomapublichealth.com]
Sent: Wed 11/26/2008 4:16 PM
To: Candido, Sharon (CSS); june.kelloway-tarrant@ontario.ca; Orazietti_David-MPP-CO; mbrown.mpp.co@liberal.ola.org
Cc: Allan Northan; Jeff Holmes; Board Members; Anna Zuccato; Marshall Chow
Subject: RE: ICDP Layoff revised email

Hello all. Please note the following;

Effective December 1st, Algoma Public Health will implement its first layoff of program staff with the Infant and Child Development Program.

At this time we have not been advised of any alternative options by MCYS, so we are proceeding to effect the full recovery plan to achieve all savings by March 31st 2009. In the interest of preserving a degree of service stability in East Algoma, only one staff will be reduced on December 1st, instead of the two planned. This will be done for the month of December to allow more time to restructure and reduce the delivery of service for all of Algoma. On December 29th, the remaining staff will be reduced.

The impact of the recovery plan will be to reduce client and family services by 55% to 60% for the last quarter of the fiscal year to balance the budget.

We would like an update on Ministry efforts to deal with the significant impact that the ICDP will experience going forward, particularly the very severe impact that will happen in the last 3 months of this fiscal budget year for ICDP.

If you have any questions on this matter please feel free to contact me.
Thank You.

5(e)

Algoma Public Health

Jeff Holmes CA

Business Administrator

705 759-5232

6th Floor - 99 Foster Drive

Sault Ste. Marie, ON, P6A 5X6

jholmes@algomapublichealth.com

5(f)

To:
Mayor John Roswell and City Council

From:
Founding group of Sault Ste Marie Nurse Practitioner-Led Clinic
Debbie Graystone RNEC
Kelly Rutland RNEC
Karen Scott RNEC
Janet McLeod MD
Robert Maloney MD
Mary Ellen Luukonen RN
Fran Rose Sault College

Date: November 24 2008

Regarding: Request for endorsement of Proposal for Nurse Practitioner-Led Clinic

In response to the call for proposals for Nurse Practitioner-Led Clinics from the Ministry of Health and Long Term Care, a community group of Nurse Practitioners and Physicians, in partnership with concerned community members, have collaborated in an application to establish a Sault Ste Marie Nurse Practitioner-Led Clinic at Sault College. We are seeking your endorsement of our proposal.

Access to primary care for a large number of residents of Sault Ste Marie is one of the most crucial areas of concern facing the health care providers of our community. Although exact numbers are not available, it is estimated that there are approximately 10,000 residents of Sault Ste Marie and District without access to primary health care. Currently there are no family practitioners accepting new patients. At this time our city has no "walk-in" clinics for people who do not have a primary care provider. The burden of care for the unattached patients falls on the emergency department of the Sault Area Hospital. At times, the press appraises the public of the closure of the Walk-in Clinic in the Emergency Department due to lack of physician coverage. Without access to a primary care provider, it is much more difficult to gain entry into other important health care services such as specialists, screening programmes, home care etc.

We come to council today with one solution to help with this complex issue. This Nurse Practitioner-Led Clinic will provide access to primary health care and improve health promotion, illness prevention and screening for a portion of the unattached population. This clinic will provide a multidisciplinary team approach by registering patients to the clinic who are currently without a primary health care provider. The nurse practitioner will enrol patients and work in consultation with physicians and allied health care providers such as a pharmacist, social worker or dietician to provide comprehensive primary care. By improving access to primary care we hope to improve health parameters, including hospital admissions.

5(f)

Our vision for this clinic is to develop strong working relationships with all of the health care agencies, including the Sault Area Hospital, the Community Care Access Center, the Algoma Public Health Unit. We have already started the dialogue with these agencies of sharing possibilities and generating ideas about how we can work together to help the citizens of Sault Ste. Marie.

We hope that our proposal receives your endorsement and that you share our enthusiasm with the potential that a clinic of this kind means to this community.

OUTSTANDING COUNCIL RESOLUTIONS

As of November 17, 2008

<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
March 22, 2004	Review current branding and develop new brands	T. Sheehan J. Curran	EDC/TSSM	Tourism SSM to report on status – December 2008
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.	Pending EDC direction
July 24, 2006	Possibility of purchasing playground equipment that meets CSA requirements to replace the train at Bellevue Park	T. Sheehan S. Butland	P.R.A.C.	January 2009
July 21, 2008	Report on recommendations to recognize late Ken Danby	T. Sheehan S. Myers	Cultural Advisory Board	CAB reported on 2008 07 21 - Council referred back to CAB for further report coming January 2009
March 31, 2008	Report on safety concerns on Goulais Avenue between Third and Fourth Line	D. Celetti O. Grandinetti	Engineering	January 2009
May 12, 2008	Report on the topics of green canopy and eco-friendly parking lots	S. Butland J. Caicco	Planning	January 2009
August 18, 2008	Report on next steps for continuation of waterfront walkway	T. Sheehan S. Myers	Planning	January 2009
August 18, 2008	Report on city plan for safety and evacuation of Manitou Park residents in case of a fire or explosion (proximity of a Propane Depot and oil tanks)	P. Mick B. Hayes	Police – EMS	December 2009

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<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
September 8, 2008	Report on access to Recreation Policy for low income families	B. Hayes S. Myers	C.S.D.	March 2009
September 8, 2008	Report on use of dogs to control geese in public areas.	J. Caicco S. Butland	P. W. & T.	December 2008
September 22, 2008	Report in 9 months on effectiveness of the Community Bus pilot project to Pawating Place	B. Hayes J. Caicco	P. W. & T.	July 2009
October 6, 2008	Report on practicality of residential recyclers – Gold Box Designation Program	S. Butland S. Myers	P. W. & T.	January 2009
October 6, 2008	Report on results of a study to establish a Clinical Research Centre in Sault Ste. Marie	S. Butland L. Turco	Destiny SSM	December 2008
October 6, 2008	Report on possibility of undertaking a Homecoming Two	T. Sheehan S. Myers	E.D.C.	February 2009
October 20, 2008	Report on next steps for partnership opportunities with City of Sarnia	S. Myers P. Mick	CQI/EDC	March 2009
October 20, 2008	Report on strategy to deal with youth crime in the city	B. Hayes J. Caicco	Council Committee (B. Hayes)	
October 20, 2008	Report on petition to remove no-parking signs on 551-537 Cooper Street	F. Manzo O. Grandinetti	P. W. & T.	December 1, 2008
November 3, 2008	Report on a plan to combat graffiti in the city	O. Grandinetti S. Myers	Council Committee (T. Sheehan)	
November 3, 2008	Report on prohibiting parking on both sides of Wawanosh between Great Northern and Blake	L. Turco P. Mick	P. W. & T.	December 1, 2008
November 3, 2008	Report on October 27 th sludge spill – Trunk Road/Boundary Road	S. Butland J. Caicco	Engineering	December 2008

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<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
November 17, 2008	Report on petition from resident of lower Birch Street for sidewalk snowplowing	L. Turco S. Myers	P. W. & T.	December 2008
November 17, 2008	Report on feasibility of Red Light Cameras	D. Celetti S. Myers	P. W. & T.	

5(i)

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
b.berlingieri@cityssm.on.ca

2008 12 01

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. **Lynn Rosso – Social Services Department**
Accessible Customer Service – Train the Trainer
December 2008
Thunder Bay, ON
Estimated total cost to the City - \$ 1,615.88
Estimated net cost to the City - \$ 1,615.88

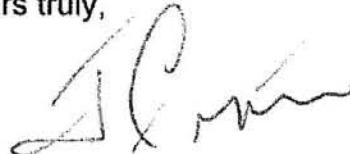
2. **Paul Antonello – Fire Services**
Public Fire and Life Safety Education
January, 2009
Gravenhurst, ON
Estimated total cost to the City - \$ 175.00
Estimated net cost to the City - \$ 175.00

3. **Doug Robertson – Fire Services**
Comprehensive Review and Exam
January, 2009
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00

4. **Lori Ballstadt – Community Services Department**
NeORA Board of Directors Meeting
December, 2008
Sudbury, ON
Estimated total cost to the City - \$ 249.00
Estimated net cost to the City - \$ 249.00

5. **Randy Ayotte – Social Services – Ontario Works Division**
ASI Advisory Committee
February, 2009
Toronto, ON
Estimated total cost to the City - \$ 340.45
Estimated net cost to the City - \$ 340.45
6. **Deborah Hohenadel – Legal – Provincial Offences Division**
Provincial Offences Satellite Courts
Various dates in 2009
Thessalon and Wawa, ON
Estimated total cost to the City - \$ 55.00
Estimated net cost to the City - \$ 55.00
7. **Colleen Goertz/Elizabeth Hellinga – Legal – Provincial Offences Division**
Provincial Offences Satellite Courts
Various dates in 2009
Thessalon and Wawa, ON
Estimated total cost to the City - \$ 55.00
Estimated net cost to the City - \$ 55.00
8. **Lynn Rosso – Social Services Department**
AODA Stakeholder Meeting - Accessibility
December, 2008
Sudbury, ON
Estimated total cost to the City - \$ 354.00
Estimated net cost to the City - \$ 177.00
9. **Nuala Kenny - Legal Department**
Public Sector/Privacy Law/Municipal Law
December, 2008
Toronto, ON
Estimated total cost to the City - \$ 539.75
Estimated net cost to the City - \$ 539.75
10. **Frank Bentrovato – Engineering & Planning – Building Division**
O.B.O.A. Training
May, 2009
Woodbrige, ON
Estimated total cost to the City - \$ 2,062.04
Estimated net cost to the City - \$ 2,062.04

Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

5(j)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2008 12 01

Mayor John Rowswell and
Members of City Council,
Civic Centre.

Re: Tender for Three (3) Diesel Generators c/w Trailers

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Three (3) Electrical Generators complete with Trailers, as required by the Public Works & Transportation Department.

The tender was publicly advertised and tender documents were forwarded to all firms on our bidders list. A public opening of the tenders received was held November 13, 2008, with Councillor Steve Butland, representing City Council.

The tenders received have been thoroughly evaluated and reviewed with Mr. Mike Blanchard, Manager of Equipment/Building Maintenance of PWT, and the low tendered price, meeting specifications, has been identified on the attached summary.

Funding for these Generators is coming from the Public Works New Equipment fund. Please refer to the report within from Mr. Pat McAuley, Commissioner of Public Works & Transportation explaining the extra funding required from their Equipment Reserve fund.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of Three (3) Diesel Generators complete with Trailers, be awarded to Northshore Tractor, at their total tendered price of \$96,579.97, including both taxes.

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.

Joseph M. Fratesi
Chief Administrative Officer

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$75,000.00

Received: November 13, 2008
File: 2008WA25

SUMMARY OF TENDERS
THREE (3) DIESEL GENERATORS C/W TRAILERS

<u>Firm</u>	<u>Item</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>Incl. Taxes</u>	<u>Remarks</u>
Guillevin International Sault Ste Marie, ON	1	2008 Generac SD025	55 w/days	24 months	\$136,468.97	Meets Requirements Tier 3 Emissions
	2	2008 Generac SD030				
	3	2008 Generac SD025				
Harper Power Products Toronto, ON	1	MTU 25DJC6DT4	45 w/days	24 months	\$111,039.45	Specifications Charts Not Completed EPA Certified - Level not stated
	2	MTU 30PJC6DT4				
	3	MTU 25NJC6DT4				
ITT Water & Wastewater Sudbury, ON	1	2008 Magnum MMG35	90 w/days	12 months	\$116,157.22	Meets Requirements Tier 3 Emissions
	2	2008 Magnum MMG35				
	3	2008 Magnum MMG35				
Lakway Truck Centre Sault Ste Marie, ON	1	2009 Onan 25DSKCA	30 w/days	24 months	\$114,052.03	Meets Requirements Tier 4 Emissions Exceeds Specifications
	2	2009 Onan 35DSFAA				
	3	2009 Onan 25DSKCA				
Northshore Tractor Echo Bay, ON	1	2008 PowerStar 1D030J	30-45 w/days	24 months	\$96,579.97	Meets Requirements Tier 4 Emissions Exceeds Specifications
	2	2008 PowerStar 2D030J				
	3	2008 PowerStar 6D030J				
S.&T. Electrical Contractors Sault Ste Marie, ON	1	2008 Generac SD025	60 w/days	24 months	\$140,916.65	Meets Requirements Tier 3 Emissions
	2	2008 Generac SD030				
	3	2008 Generac SD025				
TFCM Machinery & Supplies Sault Ste Marie, ON	1		45-60 w/days			Incomplete - Only 1 Unit Bid Does not meet minimum power output requirements Tier 3 Emissions
	2	2008 Stateline SJ30				
	3					

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

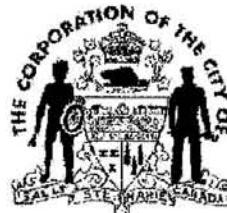
It is my recommendation that the low tendered price, submitted by Northshore Tractor, be accepted.

Ralph Robertson
Manager of Purchasing

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5(j)

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2008 12 01

Mayor John Rowswell
And Members of Council
Civic Center

RE: 3 PORTABLE DIESEL GENERATORS

Elsewhere on the agenda is a report from the Manager of Purchasing recommending award of 3 diesel generators to Northshore Tractor. As noted the low tender is \$96,579.97 or \$21,579.97 over the budget amount of \$75,000. It appears to be a competitive bid and to represent fair value.

These generators are needed to provide temporary power to our sanitary pump stations, particularly Frontenac, Varsity and Huron/Tallack Blvd. stations. During power outages these stations fill up and once full, overflow into the storm sewer/ditch system. Although bypassing sanitary flow was acceptable when these stations were commissioned, it is no longer considered a good solution when power outages occur.

Accordingly it is recommended that the tender be awarded to Northshore Tractor for \$96,579.97 with the additional \$21,579.97 coming from the 2008 equipment reserve. Our 2008 equipment tenders to date have come in lower than budget estimates by \$281,000, so funds are available to cover the higher tender amount.

All of which is respectfully submitted,

Patrick M. McAuley, P. Eng.
Commissioner

PMM:cmr

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

G:\pwt\DeptShare\Council 2008\3 Portable Diesel Generators

Public Works and Transportation Department
The Corporation of the City of Sault Ste. Marie
128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 759-5201 ~ Fax : (705) 541-7010
www.cityssm.on.ca

5(k)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2008 12 01

Mayor John Rowswell and
Members of City Council,
Civic Centre.

Re: Request for Proposal – Two (2) Pumper/Rescue Fire Vehicles

Attached hereto for your information and consideration is a summary of the Request for Proposal received for the supply and delivery of Two (2) Pumper/Rescue Fire Vehicles with the opportunity to become a Northern Ontario Service Centre for Emergency Vehicles, required by our Fire Services Department.

The RFP was publicly advertised and documents forwarded to all firms on our bidders list. The RFP closed Friday, November 14, 2008, with one response.

The response received has been thoroughly evaluated and reviewed with Fire Chief Lynn McCoy, Assistant Fire Chief, Support Service, Jim St. Jules and myself. Although only one submission has been received, the price is deemed to be fair and equitable, and meets all requirements of the request. It should also be noted that as part of Safetek's proposal, they will pay for one City mechanic to attend Spartan Mechanic School and Smeal Mechanic School to familiarize themselves with this equipment and to aid the City in becoming Safetek's authorized service centre for Northern Ontario.

Funding for these two units is to come from the Fire Equipment Reserve account.

RECOMMENDATION

It is therefore my recommendation that the supply and delivery of Two (2) Pumper/Rescue Fire Vehicles be awarded to Safetek Emergency Vehicles, at their total proposed price of \$1,149,190.00 with trade-in, and additional fire suppression equipment for each vehicle, excluding G.S.T., and to also enter into an Agreement to become the authorized service centre for Spartan Cab & Chassis and firms represented by Safetek Emergency Vehicles.

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 J. Fratesi.

J. Fratesi
Administrative Officer

**FINANCE DEPARTMENT
PURCHASING DIVISION**
Budgeted to End of 2008: \$825,000.00

Received: Nov. 14/08
File: 2008FA02

**SUMMARY OF PROPOSALS
TWO (2) PUMPER/RESCUE FIRE VEHICLES**

<u>Firm</u>	<u>Qty</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (excluding G.S.T.)</u>	<u>Remarks</u>
Safetek Emergency Vehicles Coquitlam, BC	2	2008 Spartan-Gladiator/Smeal Pumper Body	330-365 w/days	12 months 10 yr. body	\$1,149,190.00	Meets or Exceeds All Requirements

Note: Although only one proposal was submitted, it is deemed to be fair and equitable.

It is my recommendation that the low proposed price, submitted by Safetek Emergency Vehicles, Coquitlam, B.C., be accepted.

Ralph Robertson
Manager of Purchasing

5(K)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2008 12 01

Mayor John Rowswell and
Members of City Council,
Civic Centre.

Re: Tenders for Automotive Supplies and Tire Services

Attached hereto for your information and consideration are summaries of the tenders received for the supply of Automotive Supplies and Tire Services as required by the various City Departments and cooperatively for PUC Services Inc., for the year 2009.

The tenders were publicly advertised and tender documents mailed to all firms on our bidders lists. Public openings of the tenders were held October 15, 2008 with Councillor S. Butland representing City Council.

Each tendered proposal has been carefully evaluated and analyzed as to quality, availability of supply, dependability of vendor and price. Summary sheets have been prepared illustrating the weighted cost ratings, various pricing methods and discounts which will more readily assist you in identifying the proposals offering the lowest cost and greatest value.

RECOMMENDATION

The tenders providing the lowest cost rating or prices and offering the greatest value have been identified on their respective summary sheets and are recommended to you for acceptance as follows:

<u>Tender</u>	<u>Firm</u>	<u>Price/Cost Rating</u>
Automotive Fasteners	Rastall Nuts & Bolts	\$343.49 Cost Rating
Automotive Lamps	Traction	\$ 54.61 Cost Rating
Automotive Filters	All North Sales & Service	\$154.28 Cost Rating
Automotive Belts & Hoses	Traction	\$136.13 Cost Rating
Protective Lighting	All North Truck Centre	\$201.34 Cost Rating
Automotive Batteries	Lakeway Truck Centre	\$770.47 Cost Rating
Floor Dry Compound	Traction	\$0.3475 per lb.
New Tires & Tire Repairs	G.C.R. Tire Centres	\$70,232.33 Cost Rating
New Bus Tires & Retreading	G.C.R. Tire Centres	\$53,018.30 Cost Rating

...2

5(1)

- 2 -

This report is submitted for Council's approval.

Respectfully submitted,



Ralph Robertson
Manager of Purchasing

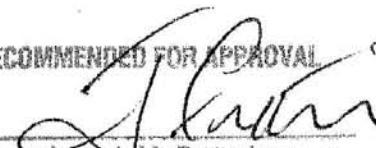
RR:nt
Attach.

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

**FINANCE DEPARTMENT
PURCHASING DIVISION**

BUDGET: Multi Department Inventory & Maintenance Charge Out Items

**RECEIVED: October 15, 2008
FILE: 2008WA19**

**SUMMARY OF TENDERS
AUTOMOTIVE FASTENERS AND RELATED ITEMS**

<u>DESCRIPTION</u>	Fastenal <u>Sault Ste. Marie, ON</u>			Rastall Nut & Bolt <u>Sault Ste. Marie, ON</u>			Trio Supply <u>Sault Ste. Marie, ON</u>		
	<u>Net List</u>	<u>Disc.</u>	<u>Net/100</u>	<u>Net List</u>	<u>Disc.</u>	<u>Net/100</u>	<u>Net List</u>	<u>Disc</u>	<u>Net/100</u>
1/4" x 1" NF Gr.5 Cap Screw	\$5.97	0%	\$5.97	\$2.79	0%	\$2.79	\$5.95	0%	\$5.95
1/4" NF Gr. 5 Hex Nut	\$2.46	0%	\$2.46	\$1.38	0%	\$1.38	\$1.83	0%	\$1.83
5/16" x 1" NF Gr.5 Cap Screw	\$9.32	0%	\$9.32	\$3.88	0%	\$3.88	\$8.56	0%	\$8.56
5/16" NF Gr. 5 Hex Nut	\$3.70	0%	\$3.70	\$2.03	0%	\$2.03	\$2.82	0%	\$2.82
1/2" x 1" NF Gr.5	\$26.92	0%	\$26.92	\$11.36	0%	\$11.36	Not Provided	0%	Not Provided
9/16" x 4" NF Gr.5	\$91.65	0%	\$91.65	\$43.45	0%	\$43.45	Not Provided	0%	Not Provided
3/4" x 2" NF Gr.5	\$89.05	0%	\$89.05	\$45.38	0%	\$45.38	Not Provided	0%	Not Provided
7/8" x 3" NF Gr.5 Cap Screw	\$156.00	0%	\$156.00	\$93.17	0%	\$93.17	\$205.24	0%	\$205.24
7/8" NF Gr. 5 Hex Nut	\$62.83	0%	\$62.83	\$30.51	0%	\$30.51	\$44.67	0%	\$44.67
3/8" x 1-1/2" Carriage Gr.5	\$12.40	0%	\$12.40	\$8.10	0%	\$8.10	\$19.98	0%	\$19.98
3/8" NC Gr. 5 Hex Nut	\$3.17	0%	\$3.17	\$2.15	0%	\$2.15	\$3.81	0%	\$3.81
5/8" x 2" Gr. 8 FL Plow	\$61.89	0%	\$61.89	\$37.61	0%	\$37.61	\$130.00	0%	\$130.00
5/8" x 2-1/2" Gr. 8 FL Plow	\$66.95	0%	\$66.95	\$43.83	0%	\$43.83	\$149.00	0%	\$149.00
5/8" NF Gr. 8 Hex Nut	\$31.62	0%	\$31.62	\$17.85	0%	\$17.85	\$16.96	0%	\$16.96
			<u>\$623.93</u>			<u>\$343.49</u>			<u>\$588.82</u>

Remarks

Incomplete Pricing

Note: The low tendered prices are boxed above.

It is my recommendation that the low tendered prices, submitted by Rastall Nut & Bolt, be accepted.

Ralph Robertson
Manager of Purchasing

5(1)

**FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: Multi Department Inventory & Maintenance Charge Out Items**

**RECEIVED: October 15, 2008
FILE: #2008WA19**

**SUMMARY OF TENDERS
AUTOMOTIVE LAMPS & MINI BULBS**

<u>Lakeway Truck</u> <u>Sault Ste. Marie, ON</u>				<u>Traction</u> <u>Sault Ste. Marie, ON</u>				<u>Trio Supply</u> <u>Sault Ste. Marie, ON</u>			
<u>G.E.</u>	<u>List</u>	<u>Disc.</u>	<u>Net</u>	<u>Sylvania/ G.E.</u>	<u>List</u>	<u>Disc.</u>	<u>Net</u>	<u>Sylvania</u>	<u>Jobber</u>	<u>Disc.</u>	<u>Net</u>
57	\$0.48	30%	\$0.34	57	\$0.36	0%	\$0.36	57	\$0.68	35%	\$0.44
194	\$0.38	30%	\$0.27	194	\$0.28	0%	\$0.28	194	\$0.47	35%	\$0.31
1003	\$1.04	30%	\$0.73	1003	\$0.52	0%	\$0.52	1003	\$0.90	35%	\$0.59
1004	\$1.04	30%	\$0.73	1004	\$0.54	0%	\$0.54	1004	\$1.11	35%	\$0.72
1156	\$0.72	30%	\$0.50	1156	\$0.31	0%	\$0.31	1156	\$0.54	35%	\$0.35
1157	\$0.47	30%	\$0.33	1157	\$0.31	0%	\$0.31	1157	\$0.54	35%	\$0.35
3057A	\$3.66	30%	\$2.56	3057A	\$1.30	0%	\$1.30	3057A	\$2.32	35%	\$1.51
3156	\$1.70	30%	\$1.19	3156	\$0.79	0%	\$0.79	3156	\$1.47	35%	\$0.96
3157	\$1.69	30%	\$1.18	3157	\$0.64	0%	\$0.64	3157	\$1.21	35%	\$0.79
4413	\$14.50	30%	\$10.15	4413	\$7.02	0%	\$7.02	4413	\$12.28	35%	\$7.98
4415A	\$15.20	30%	\$10.64	4415A	\$7.14	0%	\$7.14	4415A	\$15.89	35%	\$10.33
4570	\$24.21	30%	\$16.95	4570	\$11.59	0%	\$11.59	4570	\$19.60	35%	\$12.74
H4651	\$9.11	30%	\$6.38	H4651	\$4.76	0%	\$4.76	H4651	\$9.29	35%	\$6.04
H4656HO	\$21.63	30%	\$15.14	H4656HO	\$8.50	0%	\$8.50	H4656HO	\$14.58	35%	\$9.48
H6054	\$9.24	30%	\$6.47	H6054	\$6.14	0%	\$6.14	H6054LL	\$11.31	35%	\$7.35
9004LL	\$9.66	30%	\$6.76	9004LL	\$4.41	0%	\$4.41	9004LL	\$8.49	35%	\$5.52
			<u>\$80.32</u>				<u>\$54.61</u>				<u>\$65.46</u>

Note: The low tendered prices are boxed above.

It is my recommendation that the low tendered prices, submitted by Traction, be accepted.

Ralph Robertson
Manager of Purchasing

(125)

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: Multi Department Inventory & Maintenance Charge Out Items

RECEIVED: October 15, 2008
FILE: #2008WA19

SUMMARY OF TENDERS
AUTOMOTIVE AIR & OIL FILTERS

All North Truck Centre Sault Ste. Marie, ON				Lakeway Truck Sault Ste. Marie, ON				Traction Sault Ste. Marie, ON				Trio Auto Sault Ste. Marie, ON			
Lubrifiner	Jobber	Disc.	Net	Fleetguard	List	Disc	Net	Donaldson	Distributor	Disc	Net	Lubrifiner	Jobber	Disc	Net
LFP 2160	\$12.58	43%	\$7.17	LF 3620	\$17.66	50%	\$8.83	P55 2100	\$18.34	56%	\$8.07	LFP 2160	\$12.58	15%	\$10.69
LFP 911	\$13.97	43%	\$7.96	LF 3333	\$20.20	50%	\$10.10	P55 1670	\$18.70	56%	\$8.23	LFP 911	\$13.97	15%	\$11.87
LFP 2288	\$19.63	43%	\$11.19	LF 777	\$22.16	50%	\$11.08	P55 0777	\$22.52	56%	\$9.91	LFP 2288	\$19.63	15%	\$16.69
LFP 3191	\$8.21	43%	\$4.68	LF 667	\$9.88	50%	\$4.94	P55 3191	\$10.80	56%	\$4.75	LFP 3191	\$8.21	15%	\$6.98
LFP 5849	\$38.59	43%	\$22.00	FS 19521	\$31.64	50%	\$15.82	P55 0436	\$32.08	56%	\$14.12	LFP 5849	\$38.59	15%	\$32.80
LFP 4783	\$12.05	43%	\$6.87	FF 5321	\$16.06	50%	\$8.03	P55 1315	\$12.83	56%	\$5.65	LFP 4783	\$12.05	15%	\$10.24
G 6388	\$31.89	43%	\$17.48	FF 236	\$16.55	50%	\$8.28	P55 2387	\$41.95	56%	\$18.46	FP 888	\$12.94	15%	\$11.00
LFP 815FN	\$6.66	43%	\$3.90	FF 5207	\$9.63	50%	\$4.82	P55 9100	\$9.01	56%	\$3.96	LFP 815FN	\$6.66	15%	\$5.66
LFP 816FN	\$6.70	43%	\$3.82	FF 5206	\$9.52	50%	\$4.76	P55 3854	8.64	56%	\$3.80	LFP 816FN	\$6.70	15%	\$5.70
AF 1618	\$10.93	43%	\$6.23	AF 25423	\$15.73	50%	\$7.87	P53 6433	\$13.80	56%	\$6.07	AF 1618	\$10.93	15%	\$9.29
LAF 7797	\$38.35	43%	\$21.86	AF 853	\$54.17	50%	\$27.09	P18 1007	\$52.40	56%	\$23.06	LAF 7797	\$38.35	15%	\$32.60
LAF 3551	\$50.46	43%	\$28.76	AF 1968M	\$70.65	50%	\$35.33	P15 3551	\$71.11	56%	\$31.29	LAF 3551	\$50.46	15%	\$42.89
LAF 4498	\$30.64	43%	\$17.46	AF 25667	\$52.99	50%	\$26.50	P53 2966	\$46.73	56%	\$20.56	LAF 4498	\$30.64	15%	\$26.04
			<u>\$154.28</u>				<u>\$173.45</u>				<u>\$157.93</u>				<u>\$222.45</u>

Note: The low tendered prices are boxed above.

Pricing showing does not include applicable G.S.T., P.S.T., & MSHW Levies.

It is my recommendation that the low tendered prices, submitted by All North Truck Centre, be accepted.

Ralph Robertson
Manager of Purchasing

(175)

FINANCE DEPARTMENT

PURCHASING DIVISION

BUDGET: Multi Department Inventory & Maintenance Charge Out Items

RECEIVED: Oct. 15, 2008

FILE: #2008WA19

**SUMMARY OF TENDERS
AUTOMOTIVE BELTS & HOSES**

<u>Lakeway</u> <u>Sault Ste. Marie, ON</u>			
<u>Goodyear</u>	<u>List</u>	<u>Disc.</u>	<u>Net</u>

NO Pricing Supplied

<u>Trio Supply</u> <u>Sault Ste. Marie, ON</u>			
<u>Goodyear</u>	<u>Jobber</u>	<u>Disc.</u>	<u>Net</u>
13465	\$10.90	20%	\$8.72
24437	\$22.63	20%	\$18.10
15340	\$11.13	20%	\$8.90
17461	\$15.55	20%	\$12.44
15495	\$10.50	20%	\$8.40
15335	\$11.06	20%	\$8.85
17633	\$22.53	20%	\$18.02
4081195	\$44.94	20%	\$35.95
17581	\$20.94	20%	\$16.75
			<u>\$136.13</u>

Note: The low tendered prices are boxed above.

Although one compliant tender was received, it is deemed to be fair & equitable.

It is my recommendation that the low tendered prices, submitted by Trio Supply, be accepted.

Ralph Robertson
Manager of Purchasing

5(1)

**FINANCE DEPARTMENT
PURCHASING DIVISION**
BUDGET: Multi Department Inventory & Maintenance Charge Out Items

**Received: October 15, 2008
File No. 2008WA19**

**SUMMARY OF TENDERS
AUTOMOTIVE PROTECTIVE LIGHTING**

<u>Lakeway Truck</u>			
<u>Sault Ste. Marie, ON</u>			
Grote	List	Disc	Net

NO Pricing Supplied

Traction			
Sault Ste. Marie, ON			
Grote	Jobber	Disc	Net
50862	\$7.80	40.5%	\$4.64
50882	\$20.50	40.5%	\$12.20
61161	\$11.25	40.5%	\$6.69
64271	\$92.00	40.5%	\$54.74
642914	\$190.00	40.5%	\$113.05
90303	\$1.25	40.5%	\$0.74
90383	\$15.60	40.5%	\$9.28
			\$201.34

Trio Supply			
Sault Ste. Marie, ON			
Grote	Jobber	Disc	Net
50862	\$7.80	25%	\$6.63
50882	\$20.50	25%	\$17.43
61161	\$11.25	25%	\$9.56
64271	\$92.00	25%	\$78.20
642914	\$190.00	25%	\$161.50
90303	\$1.25	25%	\$1.06
90383	\$15.60	25%	\$13.26
			<u>\$287.64</u>

Note: The low tendered prices are boxed above.

It is my recommendation that the low tendered prices, submitted by Traction, be accepted.

Ralph Robertson
Manager of Purchasing

(125)

**FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: Multi Department Inventory & Maintenance Charge Out Items**

**RECEIVED: October 15 2008
FILE: #2008WA19**

**SUMMARY OF TENDERS
AUTOMOTIVE BATTERIES**

Exide	<u>Lakeway Truck</u> <u>Sault Ste. Marie, ON</u>			<u>Traction</u> <u>Sault Ste. Marie, ON</u>			<u>Trio Supply</u> <u>Sault Ste. Marie, ON</u>				
	List	Disc	Net	HP Plus/East Penn	Net	Disc	Net	Battery Direct	List	Disc	Net
HP31DW	\$110.28	20%	\$88.22	30H	\$95.54	0%	\$95.54	GA30H	\$199.99	40%	\$119.99
COM8DPW	\$244.89	20%	\$195.91	8DHD	\$162.11	0%	\$162.11	GB8D	\$329.99	40%	\$197.99
78DT72W	\$122.46	20%	\$97.97	DT24/27	\$95.53	0%	\$95.53	G2472	\$146.99	40%	\$88.19
27F60W	\$105.10	20%	\$84.08	27F950	\$118.67	0%	\$118.67	G27F72	\$159.99	40%	\$95.99
COM8DPDT	\$255.03	20%	\$204.02	8DHDS	\$163.73	0%	\$163.73	GA8D2T	\$425.99	40%	\$255.59
COM4DPW	\$184.07	20%	<u>\$147.26</u>	4DHD	<u>\$134.89</u>	0%	<u>\$134.89</u>	G4D	\$304.99	40%	\$182.99
			<u>\$817.46</u>				<u>\$770.47</u>				<u>\$940.74</u>
Meets Requirements				Meets Requirements				Meets Requirements			

Note: The low tendered prices, meeting requirements for acceptable product, are boxed above.

It is my recommendation that the low tendered prices, submitted by Traction, be accepted.

Ralph Robertson
Manager of Purchasing

5/11

**FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: Multi Department Inventory & Maintenance Charge Out Items**

**Received: October 15, 2008
File No. 2008WA19**

**SUMMARY OF TENDERS
FLOOR DRY COMPOUND (1.0% or Less Crystalline Silica Content By Volume)**

Firm	Opt.	Brand	Price Per Bag & Size	Price Per Pound	Remarks
Reliable Maintenance Products Sudbury, ON		Moltan UltraSorb 8826	\$8.95/25 lbs.	\$0.3580	Meets Requirements Crystalline Silica Contant - 1.0% or less
Traction Sault Ste. Marie, ON	1	HallChem AB618-15	\$8.75/15 kgs.	\$0.2644	Does not meet Requirements Crystalline Silica Contant - 15.0%-20.0%
	2	HallChem AB630-07	\$6.25/7 kgs.	\$0.4058	Meets Requirements Crystalline Silica Contant - 1.0% or less
Trio Supply Sault Ste. Marie, ON		Qualisorb 628N	\$6.95/20 lbs.	\$0.3475	Meets Requirements Crystalline Silica Contant - 1.0% or less

Note: The low tendered price meeting requirements is boxed above.

It is my recommendation that the low tendered prices, submitted by Trio Supply, be accepted.

Ralph Robertson
Manager of Purchasing

(1)5

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: Multi Department Inventory & Maintenance Charge Out Items

RECEIVED: October 15, 2008
FILE: #2008WA20

SUMMARY OF TENDERS
NEW TIRES AND TIRE REPAIRS

		G.C.R. TIRE CENTRES				KAL-TIRE TRUE SERVICE				ROYAL TIRE SERVICE					
	QTY	SSM. ON			TOTAL	KAL	SSM. ON			TOTAL	GY/	SSM. ON			TOTAL
NEW TIRES	QTY	UNIT LIST	DISC.	UNIT NET	TOTAL		UNIT LIST	DISC.	UNIT NET	TOTAL		UNIT LIST	DISC.	UNIT NET	TOTAL
P235/75 R15 XL	15	FS/ 216.00	45%	118.80	1,782.00		KAL 170.25	35%	110.66	1,659.94		GY/ 260.00	45%	143.00	2,145.00
LT215/85 R16AT-E	16	247.00	45%	135.85	2,173.60		236.62	35%	153.80	2,460.85		252.00	45%	138.60	2,217.60
LT235/85 R16AT-E	20	266.00	45%	146.30	2,926.00		233.30	35%	151.65	3,032.90		274.00	45%	150.70	3,014.00
LT245/75 R16AT-E	10	272.00	45%	149.60	1,496.00		239.61	35%	155.75	1,557.47		304.00	45%	167.20	1,672.00
Sub Total:					8,377.60					8,711.15					9,048.60
12R22.5 16 ALL	20	BS/ 533.95	NET	533.95	10,679.00	FS/	624.00	30%	436.80	8,736.00	GY/	550.00	NET	550.00	11,000.00
285/75R24.5 14 STEER	10	629.71	52%	302.26	3,022.61		601.00	30%	420.70	4,207.00		635.33	47%	336.72	3,367.25
245/70 R19.5 16 ALL	8	452.07	52%	216.99	1,735.95		454.00	30%	317.80	2,542.40		442.15	47%	234.34	1,874.72
11R22.5 16 DRIVE	18	587.28	52%	281.89	5,074.10		556.00	30%	389.20	7,005.60		570.85	47%	302.55	5,445.91
305/70 R22.5 16 ALL	25	BS/ 478.33	NET	478.33	11,958.25	MICH 632.00	NET	632.00	15,800.00	GY/ 470.00	NET	470.00	NET	470.00	11,750.00
1400X24 16 PLY G-2	4	BS/ 2,266.00	37%	1,427.58	5,710.32	FS/ 2,266.00	30%	1,586.20	6,344.80	GY/ 1,507.82	NET	1,507.82	NET	1,507.82	6,031.28
Sub Total:					38,180.23					44,635.80					39,469.15
RETREADING			UNIT NET	TOTAL				UNIT NET	TOTAL	UNIT PRICE		DISC.	UNIT NET	TOTAL	
11R22.5 DR TRAC/22	40		165.48	6,619.20				187.00	7,480.00	307.24	46%	165.91	6,636.38		
11R22.5 COM TRAC/21.5	10		173.52	1,735.20				187.00	1,870.00	301.33	46%	162.72	1,627.18		
12R22.5 DR TRAC/22	20		170.84	3,416.80				187.00	3,740.00	313.52	46%	169.30	3,386.02		
12R22.5 WA/LUG/26	5		193.62	968.10				187.00	935.00	355.68	46%	192.07	960.34		
1400X24 GRIPPER/28	4		401.30	1,605.20				197.00	788.00	529.00	NET	529.00	NET	529.00	2,116.00
Casing Charge	40		100.00	4,000.00				80.00	3,200.00	90.00	NET	90.00	NET	90.00	3,600.00
Sub Total:				18,344.50					18,013.00						18,325.92
FLAT REPAIRS			UNIT PRICE	TOTAL				UNIT PRICE	TOTAL			UNIT PRICE	TOTAL		
Passenger & Light Trucks	95		6.00	570.00				15.00	1,425.00			7.50	712.50		
Trucks to 50,000 GVW	150		8.00	1,200.00				18.00	2,700.00			10.50	1,575.00		
Graders & Loaders	35		14.00	490.00				25.00	875.00			25.00	875.00		
Sub Total:				2,260.00					5,000.00						3,162.50
MOUNT/DISMOUNT			UNIT PRICE	TOTAL				UNIT PRICE	TOTAL			UNIT PRICE	TOTAL		
Passenger & Light Trucks	225		4.00	900.00				8.00	1,800.00			5.00	1,125.00		
Trucks to 50,000 GVW	250		7.00	1,750.00				16.00	4,000.00			10.50	2,625.00		
Graders & Loaders	30		14.00	420.00				25.00	750.00			25.00	750.00		
Sub Total:				3,070.00					6,550.00						4,500.00
TOTAL:				\$70,232.33					\$82,909.95						\$74,506.17

NOTE: The low tendered prices, meeting specifications, are boxed above.
It is my recommendation that the low tendered prices, meeting specifications, submitted by G.C.R. Tire Centres, be accepted.

Ralph Robertson
Manager of Purchasing

(125)

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: Inventory & Maintenance Charge Out Items

RECEIVED: October 15, 2008
FILE: #2008WA20

SUMMARY OF TENDERS
NEW BUS TIRES AND RETREADING

		G.C.R. TIRE CENTRES			KAL-TIRE TRUE SERVICE			ROYAL TIRE SERVICE		
		SSM, ON			SSM, ON			SSM, ON		
NEW BUS TIRES	QTY	BRAND	UNIT PRICE	TOTAL	BRAND	UNIT PRICE	TOTAL	BRAND	UNIT PRICE	TOTAL
305/70 R22.5 18 PLY	40	Bridgestone	478.33	19,133.20	Michelin	632.00	25,280.00	Goodyear	470.00	18,800.00
12 R22.5 R192 16 PLY	30	Bridgestone	533.95	16,018.50	Michelin	597.00	17,910.00	Goodyear	550.00	16,500.00
Sub Total:				<u><u>35,151.70</u></u>			<u><u>43,190.00</u></u>			<u><u>35,300.00</u></u>
RETREADING			UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL
10.5"x12R 22.5 24/32	60		186.41	11,184.60		210.00	12,600.00		190.35	11,421.00
12.0"x305/70 R22.5 24/32	30		189.40	5,682.00		235.00	7,050.00		190.35	5,710.50
CASINGS	10		100.00	1,000.00		80.00	800.00		90.00	900.00
Sub Total:				<u><u>17,866.60</u></u>			<u><u>20,450.00</u></u>			<u><u>18,031.50</u></u>
TOTAL:				\$53,018.30			\$63,640.00			\$53,331.50

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

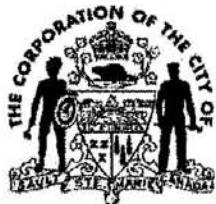
It is my recommendation that the low tendered prices, meeting specifications, submitted by G.C.R. Tire Centres, be accepted.

Ralph Robertson
Manager of Purchasing

(125)

5(m)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

2008 12 01

Mayor John Rowswell
and Members of City Council

Skatepark Update

Earlier this fall Council authorized the construction of Phase I of the Skatepark. The concrete work by the contractor is complete and came in on budget.

There is some site work that has to be completed by City staff before the Skatepark can be made available for public use. This site work was outside of the contractor's scope of work.

Presently the Skatepark remains a construction site and is fenced-off and signed accordingly. The Skatepark will open when City crews complete the outstanding work as soon as they are able to in the spring.

Respectfully provided as information,

Nicholas J. Apostle
Commissioner Community Services

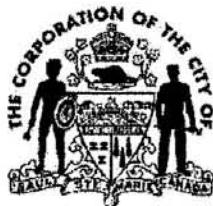
jb/councilskatepark update dec 1

cc: P. McAuley, Commissioner Public Works & Transportation
R. Travaglini, Manager of Parks

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

5(n)

2008 12 01

Mayor John Rowswell
and Members of City Council

Soo Finnish Nordic Ski Club – Request to Groom the Wishart Park Trail

Attached is a letter from the Soo Finnish Nordic Ski Club requesting that they be given permission to groom and use the Wishart Park trail as part of their trail system for the 2008/09 cross-country ski season.

Staff from the Legal Department and Community Services Department have reviewed the request and recommend that the Club be given permission as requested.

Recommendation

It is recommended that the Soo Finnish Nordic Ski Club be given permission to groom the Wishart Park trail for use for the 2008/09 cross-country ski season, and that they provide the City with the proper proof of insurance prior to any use.

A handwritten signature of Nicholas J. Apostle.

Nicholas J. Apostle
Commissioner Community Services

jbcouncil/soofinnishnordicskiclub wishart park

RECOMMENDED FOR APPROVAL

A handwritten signature of Joseph M. Fratesi.

Joseph M. Fratesi
Chief Administrative Officer

cc: L. Bottos, City Solicitor
P. McAuley, Commissioner Public Works & Transportation
R. Travaglini, Manager of Parks

attachment

5(n)

Kevin Hogan
Past President
Soo Finnish Nordic Ski Club
448 Red Pine Drive
Sault Ste. Marie, ON
P6A 5K6

October 23, 2008

Mr. Nicholas J. Apostle
Commissioner Community Services
City of Sault Ste. Marie
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON
P6A 5K7

Nick
Dear Mr. Apostle:

The Soo Finnish Nordic Ski Club is seeking permission to groom the Wishart Park trail system during the 2008/2009 ski season and for subsequent seasons.

In past years the Wishart Park trail system was groomed by Sault Trails and Recreation. Currently, these trails are not being groomed but the Soo Finnish Nordic Ski Club wishes to resume grooming of these trails.

Grooming the Wishart Park trail system will not only enhance what our club offers to members and out-of-town tourists, but our back-country trail system (Mabel Lake) is not available until much later in the season because we must wait until many of the rivers are frozen over. The Wishart Park trail system will give the skiing community that back-country feel but in a city setting.

The benefits to this community are numerous; healthy lifestyle, attraction of tourists to a back-country ski area and others. Our club would assume all costs of grooming and the City of Sault Ste. Marie is named on our insurance policy (copy to be provided). Parking on roads would not be an issue as the City currently plows Wishart Park.

COMMUNITY SERVICES DEPT.

COMMUNITY SERVICES DEPT.

RECEIVED

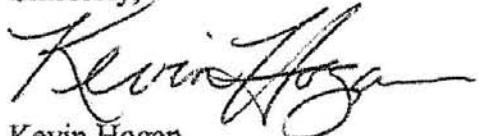
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Your support on this initiative would be welcomed and if this needs Council approval, I would ask that you bring this forward.

If further clarification is needed, please call me at your earliest convenience. I can be reached at 705-779-3938 or 705-542-6780.

Sincerely,



Kevin Hogan
Past President
Soo Finnish Nordic Ski Club

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION

LORI BALLSTADT, C.M.M.II
SUPERVISOR COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
RECREATION & CULTURE DIVISION
Bellevue & Bondar Marinas
Cultural
Historic Sites
Leisure Services/Leadership
Recreational Lock
Roberta Bondar Tent Pavilion
Seniors' Services
Sports/Events/Development

2008 12 01

Mayor John Rowswell
and Members of City Council

American Wind Symphony Orchestra 2009 Tour

The American Wind Symphony Orchestra is planning to tour cities on the Great Lakes in 2009 and Sault Ste. Marie is one of several communities that have been approached to host a symphony concert.

AWSO founder and music director Robert Boudreau was in Sault Ste. Marie on November 6, 2008 to promote the tour and encourage our participation. A meeting was held with Mr. Boudreau that included Mayor Rowswell, staff representative Lori Ballstadt, S.S.M. Arts Council Executive Director Sandra Houston and the late Frank Gardi who attended on behalf of the Sault Symphony Orchestra.

The AWSO travels with a troupe of approximately 45 musicians and performs from the deck of Point Counterpoint II, a floating arts centre. This vessel measures 195 feet and provides an open air stage, art gallery, and a small theatre. Please refer to attached photos.

Since its founding in 1957, the orchestra has performed in hundreds of waterfront cities throughout the world, educating and entertaining people through music. Destinations have included port cities in the U.S., British Isles, as well as locations throughout the Caribbean and Canada.

Orchestra members travel from city to city by AWSO vans and are billeted in private homes in the host community. The director, staff and Point Counterpoint's crew travel and live aboard the vessel.

Participation in the 2009 tour would involve a 3 day schedule in late July that includes the following activities:

1. Chamber Concerts – performed by orchestra members in intimate settings such as small concert halls, libraries and senior citizen residences.
2. Patrons' Concerts – held on Point Counterpoint II for event sponsors
3. Main Concert – provided at the Roberta Bondar Park waterfront for community residents and visitors

Hosting the AWSO event will require the establishment of a local organizing committee that will involve arts and culture representatives, operating within the mandate of the Sault Ste. Marie Arts Council. Sandra Houston, Executive Director, Sault Ste. Marie Arts Council, will chair the committee.

Communities participating in the 2009 Great Lakes tour are required to provide the AWSO with a performance fee of \$30,000.00 to offset costs to operate the vessel and pay the musicians.

Funding for this event would be provided in part by the municipality with the balance raised by the Sault Ste. Marie Arts Council through the application of cultural grants to Heritage Canada, the Canadian Development Corporation, as well as local sponsorship and possibly admission fees.

Mayor Rowswell has suggested that members of City Council consider a contribution of \$15,000.00 to come from the 2008 allocation for the Community Development Fund budget.

Communities interested in participating in the 2009 tour schedule are required to confirm their involvement by January 1, 2009 and provide a \$5,000.00 deposit payment.

Next Steps

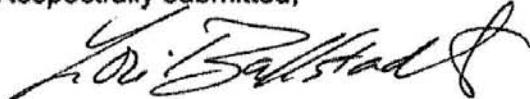
Should City Council approve this funding request, the following actions will be taken:

1. An organizing committee will be struck, under the direction of the Sault Ste. Marie Arts Council, to begin planning for the event.
2. Applications for special event funding will be submitted by the appropriate party.
3. Contact will be made with the AWSO to confirm Sault Ste. Marie's participation in the 2009 tour and the required deposit will be forwarded as per the contract.

Recommendation

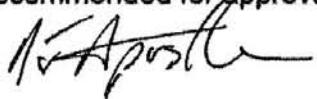
This is provided for Council's information and further direction.

Respectfully submitted,



Lori Ballstadt
Supervisor Community Services

Recommended for approval,

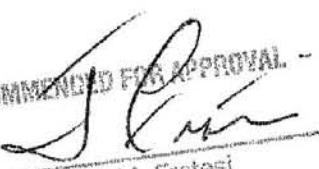


Nicholas J. Apostle
Commissioner Community Services

Jfbondari/general/2008/aws

attachments

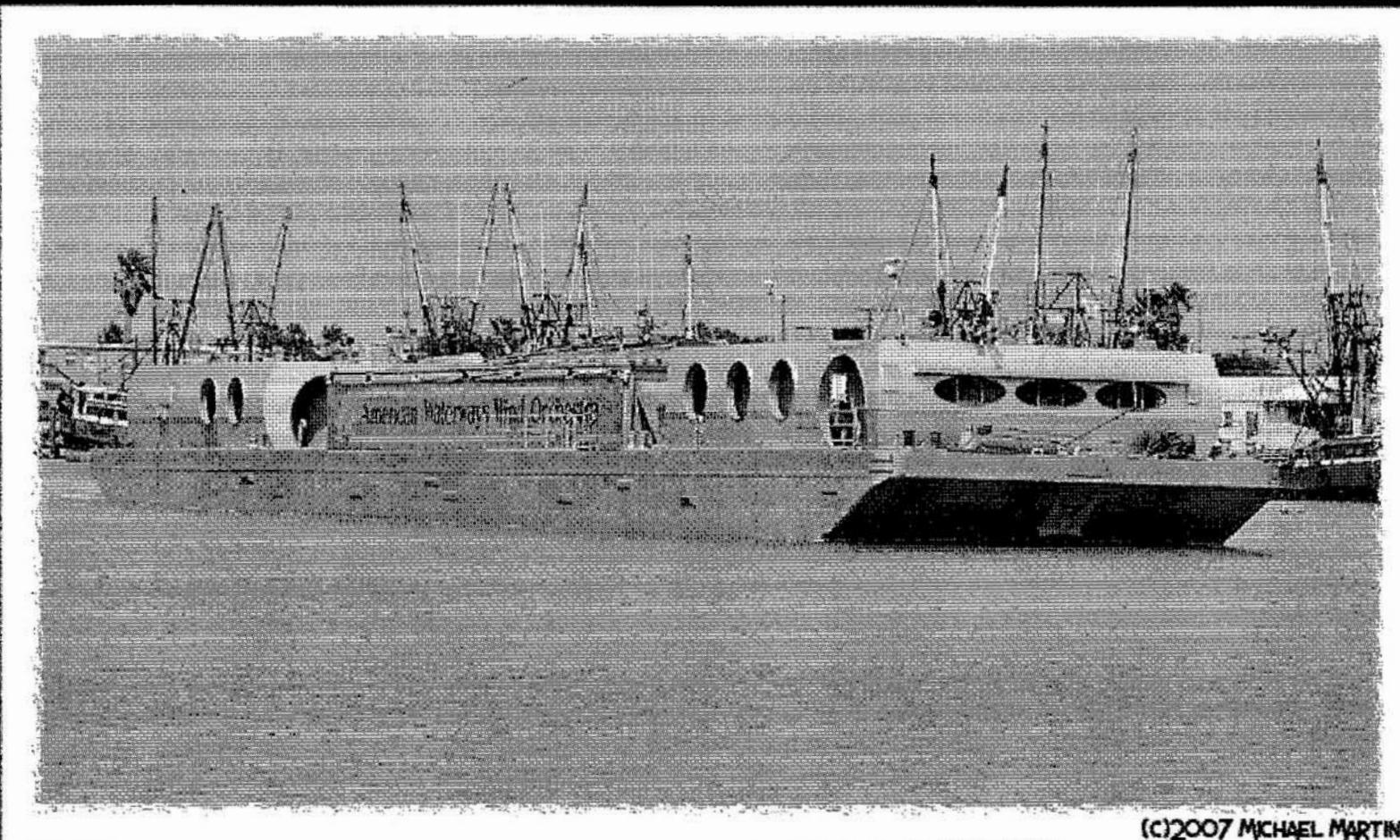
cc: S. Houston, S.S.M. Arts Council
 B. Freiburger, Commissioner of Finance

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

PBase galleries forum search help login

MICHAEL MARTIN | ALL GALLERIES >> MY IMAGES >> THE VALLEY >> PORT ISABEL, TEXAS >> AWSO CONCERT AT PORT ISABEL > POINT COUNTERPOINT II

PREVIOUS | NEXT



(C)2007 MICHAEL MARTIN

30-APR-2007

PINENIKEY

POINT COUNTERPOINT II

PORT ISABEL, TEXAS



(C)2007 MICHAEL MARTIN

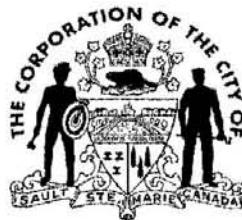
28-APR-2007

PINEMIKEY

5(e)

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

2008 12 01

Mayor John Rowswell
Members of Council

**Re: Pim Street Sewage Pumping Station
Engineering Fees**

At the 2008 04 14 meeting, Council authorized a revised upset limit of **\$520,000** for engineering fees for the reconstruction of the Pim Street Pumping Station. There have been further delays in obtaining substantial completion of this project, and an estimated additional **\$55,000** will be required to complete inspection and contract administration on the project.

In order to prevent an overflow to the St. Marys River during switch over from old pumps to new pumps, a considerable amount of time was required to provide all equipment and expertise to ensure success of the switch over. There were three unsuccessful attempts at a switchover due mostly to high flows. We can advise that the switch over has been completed successfully, and the station will be fully commissioned soon. Further, the exterior site works are nearing completion, including an asphalt and curbed parking lot for the tourist attractions in the area.

The contractor has submitted two claims for additional costs totaling **\$148,449.85**, and a time extension to the contract from an original completion date of January 31, 2008 to September 30, 2008. The claims are for costs incurred due to failed attempts to perform bypass pumping for the switch over to the new pumps. The contractor was not permitted to proceed with the by-pass due to higher than expected incoming flows, and the subsequent risk of overflowing raw sewage to the river. The consultant has reviewed the claim, and recommends an extension to the completion date to August 30, 2008 and additional payment of **\$87,581.57** for the first two failed attempts. The remainder of the claim is for equipment that the contractor and by-pass procedures for which the contractor is responsible. The additional cost is covered by the contract contingency sum. The engineering department agrees with this recommendation.

The contractor is expected to reach substantial completion on or around November 30, 2008. In accordance with the contract, the contractor can be charged liquidated damages at a rate of \$1,500 per calendar day between August 31st and the date of substantial completion. Liquidated damages are designed to compensate the Owner for additional costs incurred by a late completion date. If substantial completion is reached by November 30, liquidated damages will total **\$93,000** which exceeds our estimated additional engineering costs of

5(p)

\$55,000. We have no doubt the Contractor will contest the assessment of liquidated damages.

After the extra to the contractor is granted and the additional fees are added, it is estimated that the project costs will be approximately **\$50,000** less than the approved project budget of **\$4,100,000**. Any liquidated damages withheld from the contractor will increase the amount we are under budget.

It is recommended that Council approve the additional **\$55,000** engineering fees for a revised upset limit of **\$575,000** in the engineering services contract between the City and EarthTech Canada Inc. (AECOM). The consultant and engineering staff will work to resolve the liquidated damages issue with the contractor in due course.

Respectfully submitted,

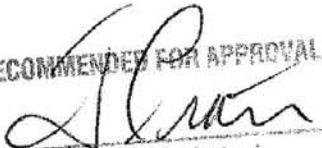

Don J. Elliott, P. Eng.
Director of Engineering Services

/bb

Recommended for Approval:


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

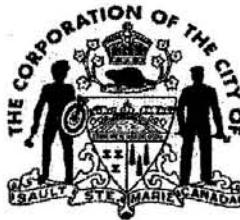
F:\ENGINEERING DATA\COUNCIL\D. Elliott\2008\Pim St Pumping Station revised - 2008 12 01.doc


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(2)

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

2008 12 01

File: Bridge 27

Mayor John Rowswell
Members of Council

RE: Engineering Services – Sussex Road Bridge

At the regular meeting of 2008 09 08, Council approved retaining the firm of M. R. Wright and Associates for the design and contract administration of the replacement of the Sussex Road Bridge.

By-Law 2008-211, authorizing execution of an engineering agreement between the Municipality and M. R. Wright and Associates will be found elsewhere on Council's agenda and is recommended for approval. The estimated upset limit fee to provide these services amounts to \$35,000.

Respectfully submitted,

Recommended for Approval:



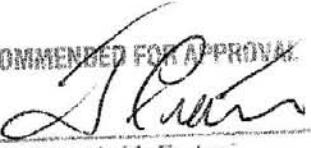
Don J. Elliott, P. Eng.
Director of Engineering Services



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi

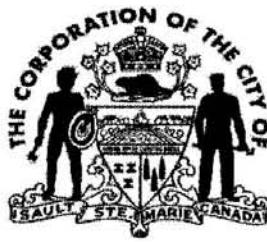
F:\ENGINEERING DATA\COUNCIL\ID_Elliott\2008\Eng Services - MRW Sussex Road Bridge A2008-12-01eod\01

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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

December 1, 2008

Mayor John Rowswell
and Members of Council

Re: Fire Protection Agreement between the City of Sault Ste. Marie and The Batchewana First Nation of Ojibways (Rankin Reserve 15D)

The City of Sault Ste. Marie presently has an agreement with the Batchewana First Nation of Ojibways to provide fire protection for the Rankin Reserve. This agreement expires December 31, 2008.

A new five-year agreement has been negotiated between the Parties commencing January 1, 2009 that the Batchewana First Nation's Band Council has endorsed.

This is an extension to the agreement that is about to expire.

There are no changes and it is my recommendation that Council endorse this agreement.

The relevant By-Law appears elsewhere in your agenda.

Respectfully submitted for Council's approval,

A handwritten signature in black ink, appearing to read "Lynn McCoy".

Lynn D. McCoy, Fire Chief
Sault Ste. Marie Fire Services

LDM/dm

RECOMMENDED FOR APPROVAL
A handwritten signature in black ink, appearing to read "Joseph V. Fratesi".

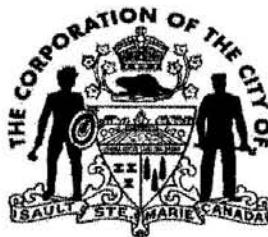
Joseph V. Fratesi
Chief Administrative Officer

5(s)

Fire Chief Lynn D. McCoy

Division Heads:

Paul Milosevich - Prevention
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Fax Phone (705) 949-2341

FIRE SERVICES
72 Tancred Street
Sault Ste. Marie, Ontario
P6A 2W1

December 1, 2008

Mayor John Rowswell
and Members of Council

Re: Lease Agreement – City Owned Facility at 65 Old Garden River Road

Fire Services' staff have negotiated a long term lease agreement with the District of Sault Ste. Marie Social Services Administration Board to operate the land ambulance services out of the City owned facility located at 65 Old Garden River Road.

The lease has a 10-year term from January 1, 2008 until December 31, 2018 with an annual rent amount of \$127,586.90.

The DSSAB resolution approving the lease agreement is attached for the information of Council.

Recommendation:

It is recommended that Council endorse this agreement and that the lease payments be applied to the City's general revenue.

The relevant By-Law appears elsewhere in your agenda.

Respectfully submitted for Council's approval,

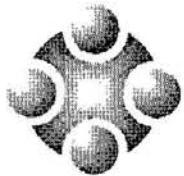
Lynn D. McCoy
Fire Chief

LDM/dm

Attachment

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(s)



District of Sault Ste. Marie

Social Services Administration Board

- Ontario Works
- Child Care
- Social Housing
- Land Ambulance

RESOLUTION - AGENDA ITEM 4.3

Moved by: David Edgar Date: NOVEMBER 20, 2008

Seconded by: Lee Leforce Resolution #: 08-093

"Be it resolved that the Lease Agreement with the City of Sault Ste. Marie for rent at 65 Old Garden River Road in the amount of \$127,586.90 per year for the 10 year term January 1, 2008 to December 31, 2018 be approved by the District of Sault Ste. Marie Social Services Administration Board."

F. A. Mid

Signature of Chair (Acting Chair)

CARRIED DEFEATED DEFERRED TABLED

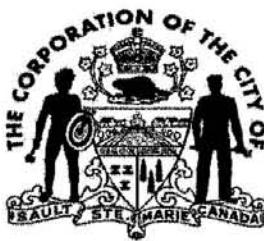
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|--|---|--|--|
| <input type="checkbox"/> All Board Members | <input type="checkbox"/> Committee | <input type="checkbox"/> Committee | <input type="checkbox"/> Dir of Per. Standards |
| <input type="checkbox"/> Commissioner - Soc Serv | <input type="checkbox"/> Financial Mgr - Soc Serv | <input type="checkbox"/> Child Care Mgr | <input type="checkbox"/> Ontario Works Mgr |
| <input type="checkbox"/> EMS Mgr | <input type="checkbox"/> Fire Chief | <input type="checkbox"/> Soc Hous Div. Mgr | <input type="checkbox"/> Soc Hous Prog. Mgr |
| <input type="checkbox"/> MCFCFS | <input type="checkbox"/> MMAH | <input type="checkbox"/> MOHLTC | <input type="checkbox"/> Other DSSABs/CMSMs |
| <input type="checkbox"/> Corp. of City of SSM | <input type="checkbox"/> Prince Township | <input type="checkbox"/> Others _____ | <input type="checkbox"/> Others _____ |

5(+)

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

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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 1, 2008

Mayor John Rowswell
and Members of Council

Re: Land Ambulance Service Contract

The City of Sault Ste. Marie is the contracted operator of land ambulance services for the District of Sault Ste. Marie Social Services Administration Board.

A renewal of the existing agreement between the parties has been negotiated for a term commencing January 1, 2008 until December 31, 2009. The relevant DSSAB resolution is attached.

Recommendation:

It is recommended that council endorse this agreement.

The relevant By-Law appears elsewhere in your agenda.

Respectfully submitted for Council's approval,

A handwritten signature in black ink, appearing to read "Lynn McCoy".

Lynn D. McCoy
Fire Chief

LDM/dm

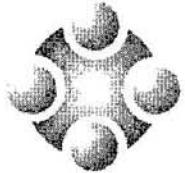
Attachment

RECOMMENDED FOR APPROVAL

A handwritten signature in black ink, appearing to read "Joseph M. Preteci".

Joseph M. Preteci
Chief Administrative Officer

5(+)



District of Sault Ste. Marie

Social Services Administration Board

- Ontario Works
- Child Care
- Social Housing
- Land Ambulance

RESOLUTION - AGENDA ITEM 4.4

Moved by: John D. ... Date: May 22, 2008

Seconded by: Frank Fata Resolution #: 08-057

"Be it resolved that the DSSMSSAB renew the Land Ambulance Service Contract with the City of Sault Ste. Marie Fire Services for the period beginning January 1, 2008 until December 31, 2009 for the annual fee of \$3,420,000."

P.J. Mich

Signature of Chair (Acting Chair)

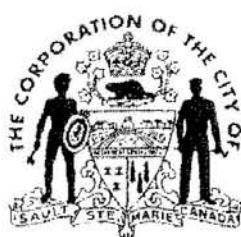
CARRIED DEFEATED DEFERRED TABLED

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> All Board Members | <input type="checkbox"/> _____ Committee | <input type="checkbox"/> _____ Committee | <input type="checkbox"/> Dir of Per. Standards |
| <input type="checkbox"/> Commissioner - Soc Serv | <input type="checkbox"/> Financial Mgr - Soc Serv | <input type="checkbox"/> Child Care Mgr | <input type="checkbox"/> Ontario Works Mgr |
| <input type="checkbox"/> EMS Mgr | <input type="checkbox"/> Fire Chief | <input type="checkbox"/> Soc Hous Div. Mgr | <input type="checkbox"/> Soc Hous Prog. Mgr |
| <input type="checkbox"/> MCFCS | <input type="checkbox"/> MMAH | <input type="checkbox"/> MOHLTC | <input type="checkbox"/> Other DSSABs/CMSMS |
| <input type="checkbox"/> Corp. of City of SSM | <input type="checkbox"/> Prince Township | <input type="checkbox"/> Others _____ | <input type="checkbox"/> Others _____ |

5(u)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. L-280

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2008 12 01

Re: Licence of Occupation with Transport Canada for Millenium Fountain

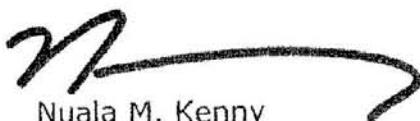
As part of the Millenium Fountain project the City was required to enter into a licence of occupation with Transport Canada for the water lot just east of the Civic Centre. The licence of occupation with Transport Canada expired in 2008. The City is now in receipt of a renewal licence which continues the arrangement with Transport Canada for a further period of three years. The annual rent for the water lot is \$851.40. This has not changed with the new lease.

By-law 2008-218 authorizes the Mayor and Clerk to sign the appropriate licence document.

RECOMMENDATION

By-law 2008-218 appears elsewhere on the agenda and is recommended for approval.

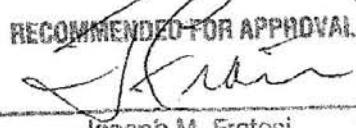
Respectfully submitted,


Nuala M. Kenny
Assistant City Solicitor

NMK/dh

Recommended for approval,

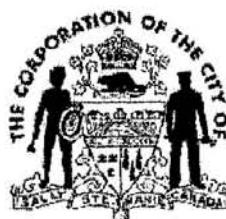

Lorie Bottos
City Solicitor


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Council Reports\2008 Reports\Lease - Transport Canada

5(v)

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2008 12 01

Mayor John Rowswell
And Members of Council
Civic Center

RE: COOPER STREET PARKING

On October 20, 2008 Council passed the following resolution:

"Whereas the residents of 551 – 537 Cooper Street apartments have filed a petition and a covering letter regarding the no parking signs on the west side of Cooper Street in front of 551 – 537 Cooper Street apartments; and
Whereas the petition is requesting to have the no parking signs removed from at least one side of Cooper Street in front of the apartments;
Therefore be it resolved that the petition be forwarded to the Public Works and Transportation Department for review and report back to Council."

Background

The parking restriction on the west side of Cooper Street, from Second Line 146 m northerly, was added in 1981. Two apartment buildings had just been constructed (civic 525, 11 units, 1978, Civic 537, 30 units, 1979), and a third was planned (civic 551, 40 units, 1982). The reasons cited in the Council report were the narrowness of the street and the numerous complaints concerning access and/or egress to the residents along the east side. It was considered "virtually impossible for the residents along the east side to back out of their driveways without the hazard of possible collision with a parked vehicle." In 1987, this no parking zone was extended another 40 metres due to "lengthy parking by visitors to the apartment building", and continual problems with backing out of driveways on the east side.

In June 2007, a petition was received from the 4 residents along the west side of Cooper Street, immediately across from the largest two apartment buildings at 537 and 551 Cooper St, asking for a no-parking zone be placed in front of their homes. They had concerns with "lines of sight when they exit their driveways when vehicles park there". Council agreed with the report, the Traffic By-law 77-200 was amended and the signs were installed.

2008 12 01

Page 2

Discussion

A low volume, two lane road with narrow shoulders and ditches can normally accommodate some occasional parking. The concern with Cooper Street, based on past history, is that the 3 apartment buildings generate too many vehicles that would utilize on street parking, if available in front of the buildings, on either side of the street. This includes visitors and residents who used the street for short term parking. Excessive use of on street parking, in combination with the volume of traffic on Cooper Street, would give rise to unsafe conditions for motorists and for resident's using their driveways across the street. The reasons given for the two parking bans in place are still valid, and staff can not recommend either ban be removed.

This should be revisited however, when Cooper Street is reconstructed and storm sewers and curbs are added.

Possible Interim Solutions

It is suggested that the owners of the apartment buildings provide adequate visitor and short term resident parking close to building entrances, to reduce the need for on street parking in front of the buildings.

Snow removal from apartment buildings is a problem with all large apartment buildings, however removing the on street parking ban on Cooper Street to permit residents to park there while lot snow plowing is done is not feasible, nor recommended. Other possible solutions should be explored, including staggered plowing of the lots in order to give residents time to move from one side of the lot to the opposite side rather than onto the road. Alternatively, it may be possible to assist residents who are challenged by the walking distance, by moving their vehicles for them, when snow plowing is scheduled.

Recommendation

It is recommended that the existing parking bans in place on Cooper Street remain.

All of which is respectfully submitted,



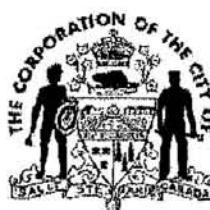
Patrick M. McAuley, P. Eng.
Commissioner
PMM:cmr

G:\pwi\DeptShare\Council 2008\Cooper Street Parking



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2008 12 01

Mayor John Rowswell
And Members of Council
Civic Center

RE: NO PARKING – WAWANOSH AVENUE FROM GREAT NORTHERN ROAD TO BLAKE STREET

On November 3, 2008, Council passed the following resolution:

“Whereas there has been a concern from neighbours on Wawanosh Avenue between Great Northern Road and Blake Street in respect to cars parking on Wawanosh that are attending surrounding businesses; and

Whereas this is causing a safety concern for neighbours when they are leaving the residences by foot or car; and

Whereas correspondence has been received from the Legal Department of Sault Ste. Marie regarding possible options to address this concern;

Now therefore be it resolved that Council request the Public Works and Transportation Department to prepare a report on prohibiting parking on both sides of Wawanosh Avenue in the area of Great Northern Road and Blake Street.”

Discussion

Wawanosh Avenue between Great Northern Road and Blake Street is a Class A street (curb/gutters) that is 12.2 m wide at Great Northern Road and 11.6 m at Blake Street. In addition, there are traffic lights at the Wawanosh Avenue/Great Northern Road intersection that allow the movement of east-west traffic as well as controls access onto Great Northern Road.

It has been confirmed by staff that businesses in the area have been parking vehicles on the street and thereby causing safety concerns for neighbours as well as vehicles traveling through this area. In addition, the queuing of vehicles that are making a right turn onto Great Northern Road further complicate the situation.

5(w)

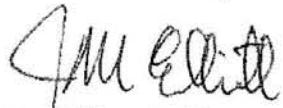
2008 12 01

Page 2

As a result of staff's review of the parking along this street, it is recommended that parking be banned on both the south and north side of Wawanosh Avenue between Great Northern Road and Blake Street.

If Council is in agreement, the Traffic By-law will be amended accordingly and "no parking" signs will be placed on the south and north side of Wawanosh Avenue between Great Northern Road and Blake Street.

All of which is respectfully submitted,



J. M. Elliott, P. Eng.
Deputy Commissioner

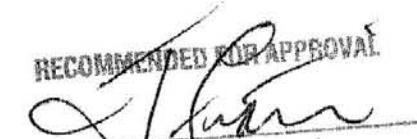
Recommended for approval,



Patrick M. McAuley, P. Eng.
Commissioner

JME:cmr

G:\pwt\DeptShare\Council 2008\Wawanosh No Parking - Grt Northem to Blake


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(w)

Donna Irving

From: Lou Turco
Sent: November 26, 2008 10:05 PM
To: Jim Elliott
Cc: Donna Irving; monkeyface412003@yahoo.ca
Subject: FW: enterprise

Donna, for the Council package.

From: sheryl wilson [mailto:monkeyface412003@yahoo.ca]
Sent: Wed 26/11/2008 8:50 PM
Subject: enterprise

hello lou;

This is in request for confirmation from the residents on Wawanosh for no parking signs. I spoke to all concerned parties and they all are in agreement. The addresses of the residents are 129 Wawanosh....126 Wawanosh....122 Wawanosh....and 86 Blake St. They all had agreed that this has become a dangerous situation and needs to be resolved.

The woman directly affected who lives at 129 said that she has started backing into her driveway due to the fact that she could not get out safely in the mornings. Thank you for all your help and understanding in this matter. It is nice to know that if we have a problem we have a counsel man that will do all he can do to help us. You have done us a great bit of service so once again thank you very very much!!! If you need anymore information from me please do not hesitate to call.

sheryl

Now with a new friend-happy design! Try the new [Yahoo! Canada Messenger](#)

5(x)

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2008 12 01

Mayor John Rowswell
And Members of Council
Civic Centre

RE: BIRCH STREET SIDEWALK PLOWING

On November 17, 2008 Council passed the following resolution:

"Resolved that the petition from residents of lower Birch Street requesting sidewalk snowplowing commencing this winter BE REFERRED to the Commissioner of Public Works and Transportation for review and report back to Council."

Petition

As indicated on the attached drawing, a petition was received from residents on both sides of Birch Street between Cedar Street and Pardee Avenue requesting sidewalk plowing. The petition was signed by 32 of a possible 43 residential property owners who would be affected by the plowing of both sidewalks, or 84% of the east side and 58% of the west side.

Discussion

There are some difficulties with the plowing of these sidewalks. Birch Street is a low volume road that, according to our records, has never had its sidewalks plowed. We do not plow sidewalks on Pardee Avenue or Wilcox Avenue, so if sidewalks are plowed on Birch Street, they will not interconnect with other plowed walks. Arterial roads and other main streets typically have sidewalks plowed on both sides. Residential streets, particularly low volume ones, typically do not have sidewalks plowed or at best have only one side plowed.

Birch Street south of Wilcox Avenue has "curb faced" sidewalks, in other words there is no boulevard and the edge of the sidewalk serves as the curb on both sides of the road. The sidewalks thus serve as the snow storage area (where the snow bank is located) when the road is plowed. In order to keep sidewalks clear, the snow storage area will have to be located on the street for that portion of Birch Street south of Wilcox Avenue.

5(x)

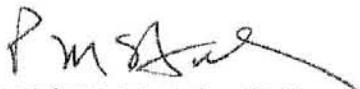
2008 12 01
Page 2

To do this, parking will have to be banned throughout the winter since the width of the road will not accommodate a snow bank and a parking lane.

Recommendation

It is recommended that only the sidewalk on the east side of Birch Street be plowed in the winter. This is the side with the street lights and has the largest request from residents (84%). Further, to provide an area for snow storage, it is recommended that parking be banned on the east side of Birch Street, from Cedar Street to Wilcox Avenue, from November 1st to March 31st each year.

All of which is respectfully submitted,



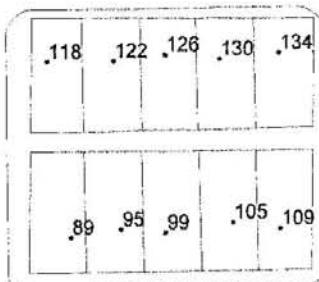
Patrick M. McAuley, P. Eng.
Commissioner
PMM:cmr

G:\pwt\DeptShare\Council 2008\Birch Street Sidewalk Plowing

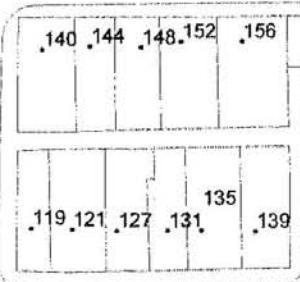
J. Fratesi
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

St. George's

5(x)



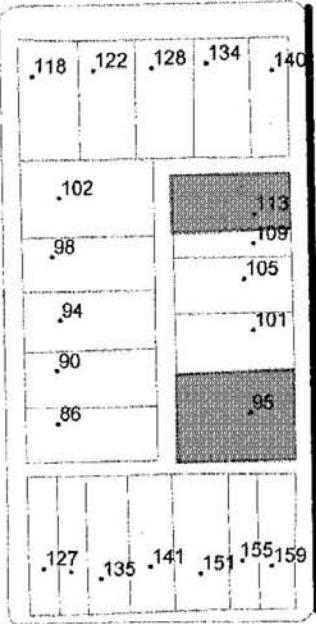
Maple



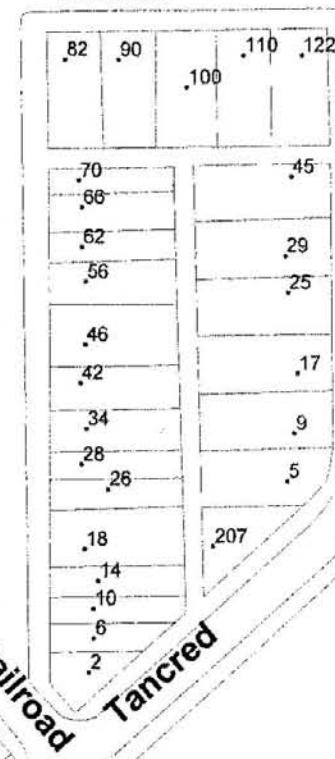
Pardee



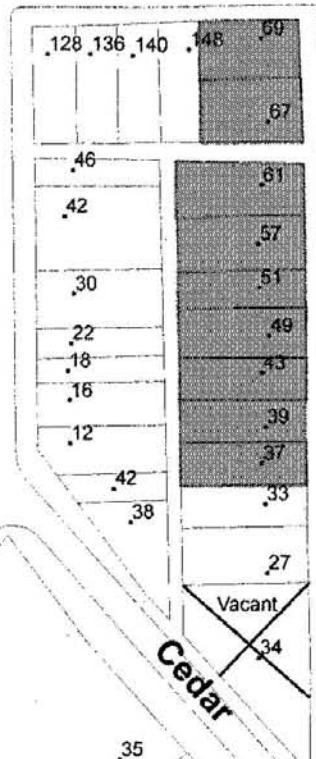
Spruce



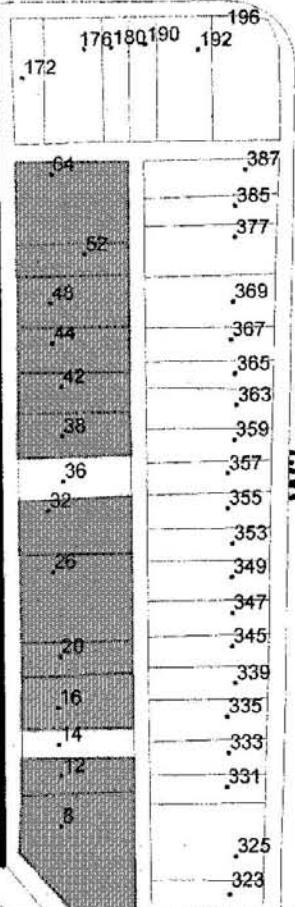
Wilcox



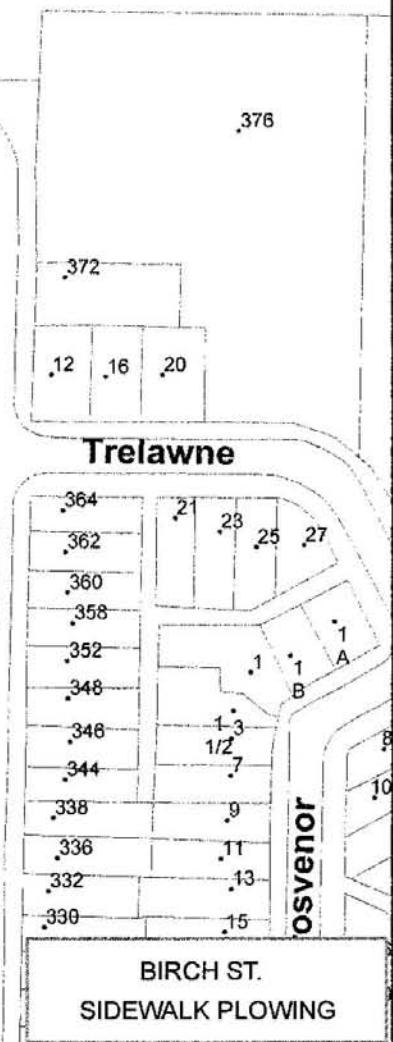
Railroad
Tancred



Birch



Wilson



$$32/43 = 74\%$$



449

437

240

378

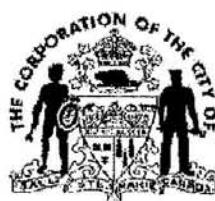
372

.12 .16 .20

Trelawne

47 55

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2008 12 01

Mayor John Rowswell
And Members of Council
Civic Center

RE: CONTRACTING OUT REFUSE COLLECTION

Background

On May 12, 2008 staff reported to Council on a proposal to explore the contracting out of all refuse collection, with an emphasis on using a mechanical or robotic type pick-up. Currently about half of the city receives contract refuse collection, with City forces providing collection to the other half. Staff was given approval to investigate the options available for automated pick-up, without precluding the continuation of manual pickup, with the assistance of a consultant. Staff was also directed to keep C.U.P.E. Local 3 informed of the process and to have the union participate in the review of proposals received.

Discussion

As we investigated the options available to the City, it became obvious that there were a number of problems not only with our present method of manual refuse collection, but also with the potential change to a mechanized system. In order to find the best solution for all parties concerned, we held discussions with the Ministry of the Environment, private sector contractors, our engineering consultant and union representatives from C.U.P.E. Local 3.

The following summarizes the issues and options available, and solutions generally agreed to:

A. Health & Safety Issues

Discussions with private sector indicated that mechanical collection may be a viable alternative for refuse collection for City forces as well as the private sector. It was felt by

2008 12 01

Page 2

staff that if the refuse collection was to go to a mechanical type system, the health and safety issues and higher W.S.I.B. costs related to the City run operation would be addressed. Manpower requirements and therefore costs would also comparable since the city would require one employee per truck compared to the two currently being used. In this case, a City run operation could be competitive with the private sector, and it is questionable whether contracting out the City's refuse collection routes would be beneficial.

B. Refuse Collection Options

In Northern Ontario and especially the Sault Ste. Marie area, there are a number of contractors who supply refuse collection services. Over the years it has been pointed out that by being in the refuse collection business for approximately one half of the city, it keeps the private sector competitive with regards to bidding on refuse collection contracts and as a result, the City receives reasonable bids when tendering for collection services. If bids are received that are considered non competitive the City could provide the service with its own staff, fairly quickly, since the "know how" is in place. After discussions with the various parties, it was felt that this type of arrangement should be maintained; particularly now as contractor bid prices for many services continue to escalate.

C. Union Opinion

Discussions have been held with C.U.P.E. Local 3 union representatives and they are supportive of an approach that keeps the City in the refuse collection business. They concur that they can be competitive with the private sector if mechanical collection is employed, and the appropriate equipment obtained.

Potential Schedule for the Introduction of Mechanical Refuse Collection

The existing 5 year contract with Municipal Waste and Recycling Consultants for refuse collection, in the former Townships of Korah and Tarentorus expires on December 31, 2009. This covers refuse collection for approximately 13,000 residences. The Request for Proposal that has been prepared, but not issued, can be used to obtain proposals on mechanical pickup options when this contracted service is re-tendered early in 2009. The cost of providing bins to every residence may be a barrier to the introduction of this program to Sault Ste Marie, so one of the options that will need to be priced by each contractor will be to continue the current manual pick-up system. In this manner the best solution can be obtained from the private sector, and a recommendation provided to council.

If an automated option is determined to be good value and is chosen, it can be incorporated into the contract collection area in 2010. Mechanical pick up for the rest of city, operated with city forces, could then be introduced after a 6 to 12 month assessment period of the contract area.

5(y)

2008 12 01

Page 3

Recommendations

Given the above discussion, staff recommends the following:

1. Council authorize staff to continue pursuing mechanical refuse collection, through an RFP process, with the possibility of introducing mechanical pick-up to the area now served by Municipal Waste and Recycling, when that contract expires December 31, 2009.
2. When mechanical refuse collection has been successfully introduced to the contracted areas of refuse collection, the balance of the city can be converted to mechanical pick-up using City employees as operators.
3. Staff report back to Council, with recommendations, once the RFP has been issued and evaluated.

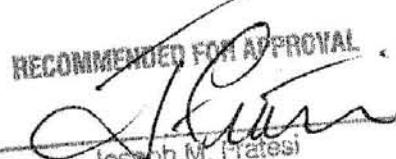
All of which is respectfully submitted,



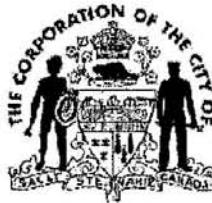
Patrick M. McAuley, P. Eng.
Commissioner

PMM:cmr

G:\pwt\DeptShare\Council 2008\Contracting Out Refuse Collection #2

~~RECOMMENDED FOR APPROVAL~~

Joseph M. Pratesi
Chief Administrative Officer

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2008 12 01

Mayor John Rowswell
And Members of Council
Civic Centre

RE: USE OF DOGS AS PART OF GOOSE MANAGEMENT PROGRAM

"Whereas the presence of Canada geese have been a continuous problem for years on recreational properties; particularly Bellevue Park; and

Whereas no means of control have proven successful; and

Whereas their presence is an inconvenience and nuisance to the walking and picnicking public; and

Whereas their droppings may also pose a health hazard;

Be it resolved that Council request a report from Parks Division on the experiences in Brampton, Oakville and London on the use of dogs to herd the geese away from heavy traffic public areas."

Discussion

As requested, staff has made contact with various municipalities. The following summarizes their experiences:

1. **Brampton** – Brampton utilizes a retriever, owned by the Supervisor of Animal Services. The city contracts a professional handler to use this dog in park areas at a cost of \$25,000 for 6 months. The city also absorbs the costs for insurance, transportation, food and any veterinarian bills throughout that 6 month period. (Bruce Hay)
2. **London** – The City of London utilizes dogs in Springbank Park only. Current cost is \$500 per month for the one site and the frequency of visits are left up to the dog owner and handler. (Diana Clarke)
3. **Oakville** – The City of Oakville does not use dogs for goose control. (Chris Mark)

5(z)

2008 12 01
Page 2

4. **Sudbury** – The City of Sudbury presents an annual tender for Goose Management. Dog use is one component of the entire program of \$70,000. (Kevin Moxam)
5. **Thunder Bay** – The City of Thunder Bay utilizes dogs for select areas and have for the past 4 years. The cost is \$30,000 for dog use alone and the services are approved through the tender process. The successful applicant sub-contracts out the dog component of the program to the retriever club. (Dwight Guessey)

Summary

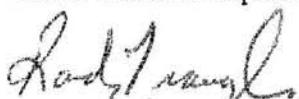
In discussion with the staff representative from these various cities, the use of dogs has proven to be an effective part of a Goose Management Program. Consistent pressure from the dogs has proven very successful in pushing the geese out of the area. Up to 6 visits per day is not uncommon for a dog handler to achieve any success. We have looked at this in past years however no one locally had the ability and professionalism to pursue these services. We have been contacted by local retriever association along with Orkin PCO Services with interest to provide the service in 2009. Orkin PCO Services is currently the City contractor for pest control, and this expires in 2010. They have 2 dogs and a handler available for the 2009 season. We expect the fee for this service would be in the \$20,000 range for a complete Goose Management Program. A tender could be established to detail out services and achieve the lowest bid.

Recommendation

It is recommended that subject to 2009 budget deliberations, the City tender dog use services for geese control at the following 5 sites: Bellevue Park, Queen Elizabeth Park, Clergue Boardwalk, Elliott Sports Complex and Strathclair Sports Complex. The details of the tender would have to include the number of visits per site per day as well as monitoring and documentation. This can be included as part of the Goose Management Plan. Also note that the Dog Leash By-law would need to be modified to allow this practice.

A supplemental budget request will be included in the 2009 budget package.

All of which is respectfully submitted,



Randy Travaglini
Manager of Parks

Recommended for approval,

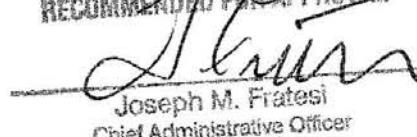


Patrick M. McAuley, P. Eng.
Commissioner

RT:cmr

G:\pwt\DeptShare\Council 2008\Canada Geese At Bellevue Park

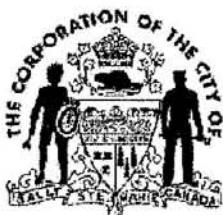
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(aa)

Randall Roy
Waste Diversion
Supervisor



Public Works &
Transportation
Department

2008 12 01

Mayor J. Rowswell
and Members of Council
Civic Centre

RE: MUNICIPAL HAZARDOUS OR SPECIAL WASTE CONTRACT EXTENSION

The purpose of this report is to request that Council authorize staff to extend the existing contract for the collection and disposal of Household Special Waste accumulated at the Household Special Waste Depot from January 1, 2009 until December 31, 2009.

Discussion

The municipality has recently signed an agreement with Stewardship Ontario for the transportation and disposal of phase one Municipal Hazardous or Special Waste (MHSW). Under the program the municipality will be reimbursed for costs incurred for the shipping and processing of the selected wastes.

On July 22, 2008 the Minister of the Environment indicated that Waste Diversion Ontario was to prepare a program plan for phase two and phase three products. This plan must include all costs including collection of phase one products. The Minister has requested that this program plan be sent to him by March 2, 2009.

The upcoming changes in the funding and operations of the program make the tendering of a long term contract impractical at the present time. Hotz Environmental, our current contractor, has agreed to extend their contract with us for one more year with the only significant change being to the cost for recycling one time use batteries. Since these batteries are recycled under the phase one program the increase in cost is insignificant to the municipality since we are reimbursed for this product. Correspondence from Hotz agreeing to the extension is attached elsewhere in the agenda.

5(aa)

2008 05 12

Page 2

Recommendation

It is recommended that Council approve the extension of the MHSW contract with Hotz Environmental as per the terms and conditions on the attached letter from Hotz Environmental.

All of which is respectfully submitted,

Randall Roy

Randall Roy
Waste Diversion Supervisor

Recommended for approval,

P. McAuley

Patrick M. McAuley, P. Eng.
Commissioner

\pwt\DeptShare\Council 2008\Household Special Waste Municipality Fee

RECOMMENDED FOR APPROVAL

J. Fratesi

Joseph M. Fratesi
Chief Administrative Officer

November 12, 2008

The Corporation of the City of Sault Ste. Marie

P.O. Box 580, Civic Centre
Sault Ste. Marie, Ontario
P6A 5N1

RECEIVED

NOV 18 2008

PURCHASING
DIVISION

Attention: Mr. Randall Roy

Dear Mr. Roy:

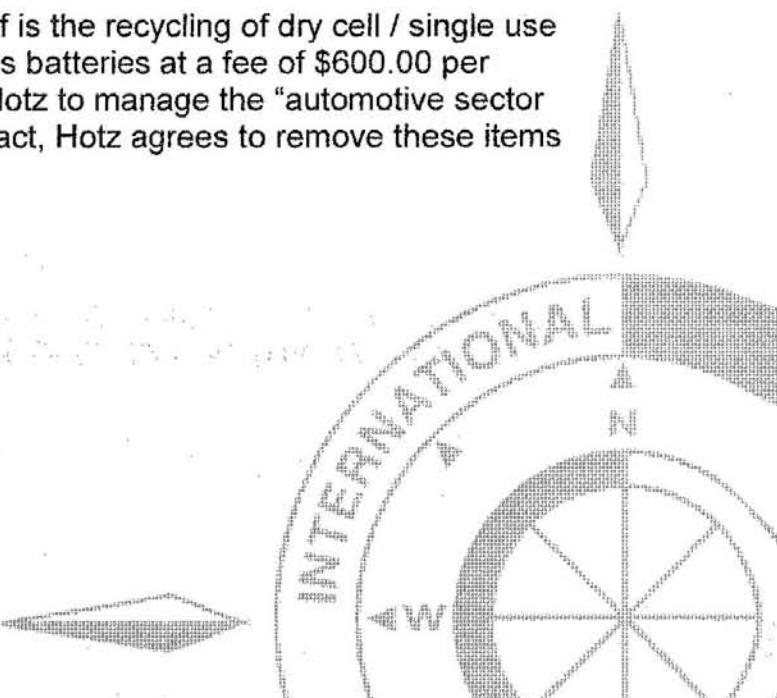
Subject: HHW Contract Extension

In accordance with the aforementioned contract, please accept this letter as official confirmation that Hotz Environmental Services Inc. agrees to extend the terms and conditions of the current HHW contract with the City of Sault Ste. Marie.

Hotz agrees to provide the contracted services for the year January 1, 2009 to December 31, 2009. All terms and conditions will remain the same as outlined in the contract.

I would like to propose that the contract may be opened for negotiation should the Minister of the Environment adopt the MHSW Plan in the months ahead. Hotz understands there may be some elements of the plan that will affect the current operational agreements and we are flexible to work with the City to find a mutually beneficial arrangement to accommodate these potential changes.

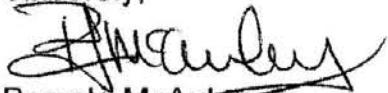
One such change that has presented itself is the recycling of dry cell / single use batteries. Hotz agrees to recycle the City's batteries at a fee of \$600.00 per drum. In addition, should the City direct Hotz to manage the "automotive sector waste streams" separately from this contract, Hotz agrees to remove these items and bill Stewardship Ontario directly.



5(aa)

Hotz Environmental Services would like to thank the City of Sault Ste. Marie for this opportunity to continue our services to your residents. We all look forward to working together with your staff in the coming year.

Sincerely,

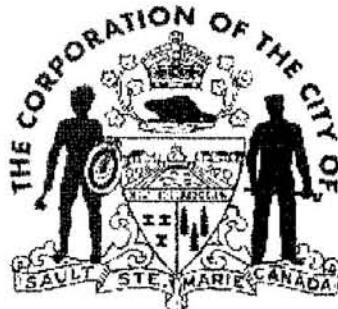


Pamela McAuley
Vice President
Business Development
Hotz Environmental Services Inc.

5(bb)

Mr. Don Scott
Transit Manager

Public Works and Transportation
Department
Transit Division



2008 11 17

Mayor John Rowswell &
Members of City Council
Civic Centre

RE: REDUCTION OF CHARTER BUS SERVICE

INTRODUCTION

The purpose of this report is to provide Council with the background information as to why the Transit Services Division cannot provide on-going, weekly charter bus service to Searchmont or Buttermilk Ski Resorts for this coming ski season.

On October 7th, 2008, transit staff sent correspondence to Searchmont and Buttermilk Ski Resorts indicating that we would not be providing regular weekly charter bus service to their facilities for this coming ski season. It is understood that a representative of Searchmont Resort will be at the November 17th council meeting to ask Council to reconsider this decision.

For a number of years, Sault Ste. Marie Transit Services has provided individual buses in the morning and evening to both Searchmont and Buttermilk on Friday, Saturday and Sunday of each week during the ski season. However, in May of 2008, in our efforts to grow Transit, we introduced half hour conventional service on Saturdays, which reduced the number of buses available for all forms of charter work. In order to not compromise our ability to ensure that there is an adequate number of vehicles available for the provision of conventional bus route and specialized Para bus services, staff has reduced available charter service for all users. Individual bookings are available, but limited to the availability of buses on a first come, first serve basis.

BACKGROUND

UNABLE TO PROVIDE ALL SERVICE FOR ALL PEOPLE

Within the transit industry there is saying that transit properties cannot provide "all service for all people". There is a perception with the public that we possess an unlimited number of vehicles, operators and budget. The reality of daily transit operations is that operators and vehicle resources are not always available to perform work beyond our conventional and specialized service.

During the mid 2000's, Transit staff realized that the age of our fleet and unavoidable equipment breakdowns would on some days negatively impact our ability to provide conventional and specialized service. The reliable delivery of conventional and specialized service is our primary objective; therefore, charter bus service would have to be reduced if we were to operate within our means.

WHAT HAS CHANGED SINCE LAST WINTER

HALF HOUR SERVICE ON SATURDAY

At their meeting on March 31, 2008 Council approved the Transit Manager's report recommending that half hour service begin on May 10, 2008, which effectively increased the number of vehicles required on Saturdays from eight (8) to fourteen (14) buses.

AMENDMENT TO BY-LAW 85-93 TRANSIT EXCLUSIVITY

On January 14, 2008, Council approved a report from the Transit Manager asking that the Legal Department make the necessary amendment to By-law 85-93, which would therefore permit local private sector transportation providers to offer charter bus service in our community.

At their meeting on May 26, 2008 Council approved the Legal Department's amendment to By-law 85-93, therefore allowing the private sector to step forward and participate in the local charter bus industry.

CURRENT TRANSIT SERVICES

Sault Ste. Marie Transit Services provides four (4) different types of service:

- 1) Regular conventional service - operating on eight (8) fixed routes throughout the day, seven days per week. In total, the fleet travels an average distance of 145,000 km per month to service 620 bus stops.
- 2) Para Bus service - for those persons not able to board regular transit. In total, the fleet travels an average of 17,300 km per month to service approximately 2,700 registered clients.
- 3) Community Bus service - operating a fixed route five (5) days per week, designed to accommodate seniors and individuals with special needs. In total, the fleet travels an average of 5,600 km per month to provide daily service to 36 stops located primarily at medical, residential, and commercial locations.
- 4) Charter Bus service - on request. During the 2007 calendar year approximately 40,000 km or 1,400 hours of charter bus service was scheduled.

EXISTING FLEET

At the time of this report, Sault Ste. Marie Transit Services has a fleet of 26 heavy duty and two light duty buses. The 26 heavy duty buses are used for conventional and charter bus service. The two light duty buses are used primarily for community bus service, and when available, have been used for conventional or charter bus service.

The average age of the fleet is 15 years, which is three years beyond the 12 year life cycle for new buses.

SPARE RATIO

Sault Ste. Marie Transit Services attempts to maintain a daily fleet of four heavy duty standby vehicles for deployment when another vehicle comes off the road due to accidents, mechanical or electrical malfunction. As a result, during a normal day, conventional transit operations requires:

- 15 vehicles for daily operations
- 5 vehicles in maintenance bay for daily servicing
- 4 vehicles on spare standby for bus changes
- 2 vehicles (if available) for local charters

Unfortunately, without warning, equipment malfunctions occur. Bus changes are a daily occurrence in the transit industry and to the end of October 2008, we have performed 900 bus changes. Once a bus is removed from the road for mechanical problems, it is not returned to the road until a mechanic determines and repairs the problem, which then clears the vehicle to be scheduled for active duty. Said activity can take time. For example, at the time of the writing of this report we have nine buses down, some with serious engine and transmission problems, which can take a vehicle off the road for sometimes weeks. As a result, there have been situations where staff has been required to schedule spare Para Bus vehicles to cover the early runs of our conventional bus service, and if required, arrange for the cancellation or rescheduling of charter bus service.

UPGRADES TO TRANSIT FLEET

Over the last five years, the corporation has purchased:

- Two (2) heavy duty buses
- Two (2) light duty buses
- Seven (7) used heavy duty buses
- Five (5) Para buses

The Corporation is currently in the process of ordering one (1) new heavy duty bus that will arrive in April 2010. The 2009 budget will see two (2) heavy duty and one (1) Para bus submitted for Council's approval.

CONCLUSION

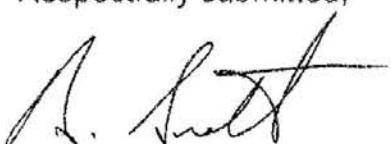
With the addition of half hour service on Saturdays, the number of vehicles required increases from 8 to 14 when compared to last winter. For example, from December 15, 2007 to April 04, 2008, a total of 138 charter bus trips were scheduled to the Buttermilk Ski Resort and Searchmont Ski Resort. Two separate buses were required to service the two resorts, with the number of vehicles required increasing to four on some weekends. This year, due to the limited availability of vehicles and unknown, but expected vehicle breakdowns, staff is not committing to on-going, multi-day charter bus service, which includes Buttermilk and Searchmont Ski Resorts.

Charter bus work must be reduced to a manageable level therefore eliminating the risk of compromising our primary mandate, which is to provide conventional and specialized public transportation service to the constituents of Sault Ste. Marie.

RECOMMENDATION

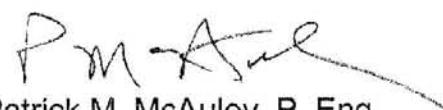
It is recommended that the City's Transit Division no longer provide charter service to Buttermilk and Searchmont Ski Resorts, for the reasons cited.

Respectfully submitted,



Don Scott
Transit Manager
Public Works and Transportation

Recommended for approval,



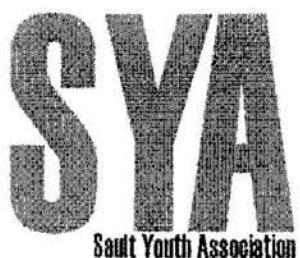
Patrick M. McAuley, P. Eng.
Commissioner
Public Works and Transportation

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(bb)



44 Great Northern Road
Unit #13, Cudbear Mall
Sault Ste. Marie, ON
P6B 4Y5
705-257-2623
saultyouth@live.ca

Mayor John Rowswell
99 Foster Drive - Civic Centre
Sault Ste. Marie, ON P6A 5X6

November 16, 2008

RE: SNOW BUS to Searchmont and Buttermilk

Dear Mayor Rowswell and Members of Council,

We are writing with regard to the recent letter from Don Scott, Transit Manager, to council recommending that the City's transit division no longer provide charter service to Buttermilk and Searchmont Ski Resorts. If this recommendation were to be endorsed by City Council it would be a devastating set back to this community's continued efforts to slow youth out migration, build youth pride in our community, and attract our out migrated youth back to the Sault. We strongly urge you to consider this issue very carefully and do what you can to protect this valuable service that is strongly utilized by our youth.

We know first hand it is difficult to find budget, staff, volunteers, and willpower to enhance our social development programs for youth in this community and losing this valuable service would be a step backwards.

The two winter destinations that have been serviced by the Snow Bus are two of the best in Canada and just happened to be outside of the city limits which make getting there difficult for our youth. The Snow Bus has filled a gap in social service and has definitely improved the quality of life for our youth. We notice Mr. Scott did not cite ridership as an issue with this service and from what we know it has been well used.

It is also not a stretch of the imagination to think that the two resorts will suffer because of this reduction in service. The ripple effect of cancelling this service could be severe ~ especially to our youth.

In summary, we urge you and council not to cancel this vital service that has been a benefit to our youth in the past. To do so would go directly against the intent of this "Year of the Youth."

If there is anything further we can provide or assist with, please contact us at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Alvin Olar".

Alvin Olar,
President
Sault Youth Association

Sault Youth Association

5(bb)



Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION



DEVELOPMENT
Sault Ste. Marie
A division of the SSMEDC

November 25, 2008

Mayor John Rowswell

Members of City of Council

PUBLIC WORKS AND TRANSPORTATION

Re: Reduction of Charter Bus Service

Resolved that Agenda item 6. (7) (a) – Reduction of Charter Bus Service BE DEFERRED for two weeks to permit the EDC to identify possible alternative transportation for Searchmont Ski Resort. CARRIED

Development Sault Ste. Marie, a division of the Sault Ste. Marie Economic Development Corporation (SSMEDC) contacted Searchmont Ski Association Inc. as a follow-up to the above council resolution. The Sault Ste. Marie Economic Development Corporation met with Searchmont Ski Association Inc. officials and Public Works and Transportation to discuss possible alternative transportation.

Searchmont Ski Association Inc. has been working on this issue since October 2008 and has had a number of discussions with various local bus companies.

Searchmont Ski Association Inc. has identified two possible private sector alternatives and has a draft agreement in principle for transportation with a private sector local company.

Public Works and Transportation will continue to work closely with Searchmont. The lot north of the downtown city transit station has been offered to serve as a pick-up and drop-off area. Public Works and Transportation has also offered that students with their skis/snowboard who are going to-and-from this pick-up/drop-off station will be able to ride city transit free of charge.

Conclusion

The Sault Ste. Marie Economic Development Corporation believes that the arrangements that have been worked-out by Searchmont Ski Association Inc., the private sector and Public Works and Transportation are satisfactory. Searchmont Ski Association has taken the lead to ensure that Searchmont skiers, young and old will have bus access to and from Searchmont Resort.

Bruce Strapp
CEO

Cc: Searchmont Ski Association Board of Directors

5(cc)



SAULT STE. MARIE POLICE SERVICE

580 Second Line East
Sault Ste. Marie, Ontario P6B 4K1

ROBERT D. DAVIES
Chief of Police

EMERGENCY DIAL: 9-1-1
TELEPHONE: (705) 949-6300

BOB KATES
Deputy Chief of Police

EXECUTIVE FAX: (705) 949-3082
OPERATIONS FAX: (705) 759-7820

November 21, 2008

Mayor J. Rowswell and Members of City Council
City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mayor Rowswell and Councillors:

Re: City Council Resolution - Evacuation of Manitou Park (August 18, 2008)

As you are aware the Emergency Management Planning Committee held its required annual table top exercise on Thursday, November 13, 2008. At the request of Council the scenario focused around a hazardous material transportation incident adjacent to several east end neighbourhoods, including Manitou Park, which are a mix of residential and commercial properties.

The scenario walked the Committee through the operational response to the situations presented including the routes which would be used to evacuate the affected areas. The Innovation Centre assisted the Committee in visualizing the response by providing real-time information and mapping based on the current environmental conditions and infrastructure present in the area. This visualization reinforced to the Committee that each emergency must be approached in a different manner based on the specific circumstances that exist at the time of the emergency.

The Emergency Management Planning Committee believes that the City is capable of responding to hazardous material incidents within the City of Sault Ste Marie by using available resources, both public and private; however, it must be recognized that responses, including evacuation, will be based on the specific situation which presents.

Yours truly,

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

Robert D. Davies
Chief of Police

RDD:ah

cc: Mr. J. Fratesi, C.A.O.
Sergeant L. Campbell, C.E.M.C.



CITY COUNCIL RESOLUTION

5(cc)

Agenda Item

Date: August 18, 2008

MOVED BY
SECONDED BY

Councillor
Councillor

P. Mick
B. Hayes

Whereas Manitou Park Subdivision has two access roads: The Boundary, Frontenac, Adeline, McNabb intersection which also includes a railway crossing and the Manitou Drive extension which has a stop sign necessitating local residents to wait several minutes to exit the subdivision during busy times; and

Whereas there is a Propane Depot and numerous oil tanks on McNabb Street near this exit;

Therefore be it resolved that Council requests appropriate staff to report back on measures taken to ensure the safety and evacuation of Manitou Park residents in the case of a fire or explosion.

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
 P. Mick

5(dd)



NORTHERN ONTARIO CLINICAL RESEARCH CENTRE (NOCRN)

An update to City Council on Clinical Research

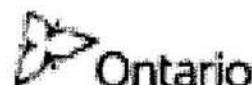
November 25, 2008



Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION



Community Development Corporation
OF SAULT STE. MARIE & AREA
A Community Future Development Corporation





CITY COUNCIL RESOLUTION

5(dd)

Agenda Item

Date: October 6, 2008

MOVED BY
SECONDED BY

Councillor
Councillor

S. Butland
L. Turco

Be it resolved that Council request an update from Destiny as to the results of the study findings as to establishing a Clinical Research Centre in Sault Ste. Marie. This study was financed by the City and FedNor.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

P. A. Mied

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

S. Butland
J. Rebek (Destiny SSM)

BACKGROUND

In September 2005, NOSM commissioned Strategic Health Innovations (SHI) Consulting to complete a study, entitled "Creating a Sustainable Health Research Industry in Northern Ontario", that identified Sault Ste. Marie as a potential location for clinical research. The report, under the category of Community-Based Health Research Network, indicated Sault Ste. Marie as a key regional asset for this clinical health research strategy. As a follow-up to this study the City of Sault Ste. Marie in partnership with FedNor funded a \$50,000 study that SHI Consulting completed, to further investigate the feasibility of this potential development in Sault Ste. Marie.

SHI Report Results (2006)

NOSM conducted a two week survey with 144 validated responses from across the north: North Bay, Sudbury, Sault Ste. Marie, Thunder Bay, Dryden and Timmins.

The Survey data indicated strong interest in clinical research:

- 98% want to participate in clinical research
- 64% of the respondents do not have the resources to effectively conduct clinical research today
- 75% predict that they will not have the resources in the future
- 64% would not be impacted by the location of the desired clinical research infrastructure

The Health Research and Innovation Strategy that was completed by SHI Consulting identified an opportunity for a Sault Ste. Marie-based Clinical Research Centre. The feasibility study was undertaken to determine if demand existed for such a centre and outlined the impacts to the clinical research environment, the health status of Northern Ontarians, as well as the economic benefits such a centre would provide. Through telephone and in-person interviews, web surveys and secondary research, SHI Consulting concluded:

Demand/Need

- There is an increasing global, national and local demand for clinical research
- Canada lacks the necessary infrastructure, services and personnel to meet these demands
- Rural and community medical research has few funding opportunities and subsequently there is a greater
- Need for clinical research across the health research continuum compared to more urban-based research
- A strong local need exists for research support services that will enable:

- Healthcare professionals to conduct clinical research
- Increased funding opportunities
- Greater collaborations
- Better health for the community

Clinical Research Centre

A Sault Ste. Marie Clinical Research Centre would address these needs by providing:

- Leadership to guide a regional clinical research centre
- Support services that will facilitate high quality research being conducted
- Research training opportunities for both students and healthcare professionals
- Infrastructure that would enable these activities to occur

Feasibility of the Centre

- This centre would fulfill many of the current needs across the region
- Sustainable funding sources have been identified for both infrastructure and related personnel
- This centre would have positive research, health, social and economic benefits to both Sault Ste. Marie and the rest of Northern Ontario

The report also identified the physical and human resource (HR) requirements for the Clinical Research Centre. It outlined specific functions of the centre, specific infrastructure requirements, HR needs, management and governance, future demand for infrastructure, three year budget, timelines and critical path, as well as, estimated costs. Sault Ste. Marie is well positioned for a clinical research centre that facilitates clinical research across Northern Ontario:

- **Location.** Situated between Sudbury and Thunder Bay, Sault Ste. Marie is well positioned to act as a bridge between major centres and rural communities
- **Clinical/community research.** Group Health Centre has a well-defined model for clinical care delivery and clinical research and is recognized throughout the region for its model
- **Community presence.** This research centre could be specifically situated in the community to address community needs and be removed from larger centres
- **Multidisciplinary research activities.** Health services in the region are moving towards integration across all health services and Sault Ste. Marie has a significant lead compared to most other centres in working in multidisciplinary research and care delivery teams
- **Number of services.** With limited duplication of services or infrastructure (e.g., one of everything) the city is able to become a "living lab" for clinical research. The results obtained can be easily assessed from many different perspectives
- **IT infrastructure and services.** Sault Ste. Marie has a long history of embracing technology for increased efficiencies (GHC databases, GIS system integration and e-

learning for public health). This history makes it ideally situated to test, evaluate, adopt and utilize new technologies

- **Community participation/rappor**t. The research community works with a variety of community groups in a multidisciplinary manner and enjoys excellent dialogue with many diverse community groups such as the aboriginal groups
- **Meeting point.** Sault Ste. Marie is a traditional meeting point for all Ojibwa aboriginal groups and thus is a recognized centre for aborigines to congregate

The committee received the final report from SHI Consulting on August 4, 2006. The report, entitled "Feasibility Study for a Clinical Research Centre in Sault Ste. Marie", makes a strong case for a clinical research centre in Sault Ste. Marie.

PROGRESS MADE

Business Plan Development

In September 2006, NOSM announced that they would provide funding to hire a staff person to complete a business plan and in March 2007, Dr. Martha Scott was hired by NOSM to develop the Clinical Research Centre Business Plan. She was located in Sault Ste. Marie and guided by a committee with representatives from NOSM, Algoma University, the City of Sault Ste. Marie and the Faculty Association of Sault Ste. Marie. The committee formed to guide the process and continues to ensure the development of this initiative.

During this time the Ministry of Health and Long-term Care awarded NOSM a building capacity grant to create primary health care research. Initiative for Clinical Evaluations of Primary Health Care (ICEPHC), the name of the project, is anticipated to build a foundation for the Clinical Research Centre. In addition, the draft Business Plan for the Clinical Research Centre was completed and is being used currently to assist in the development of funding applications and proposals to secure staff to launch the centre.

Memorandum of Agreement

Algoma University and NOSM are currently working to finalize a Memorandum of Agreement, where Algoma University will become the co-lead for the Clinical Research Centre. The Clinical Research Committee will continue to provide support to NOSM and Algoma University, assisting in defining the funding requirements for the centre to be established. Once the MOA is finalized, Algoma University and NOSM will make an application for a Scientific Director, term chair, to further develop the initiative.

LEADERSHIP

Northern Ontario Clinical Research Committee

The following are members of the Northern Ontario Clinical Research Committee and have been dedicated members since this project was first initiated.

- Dr. Greg Ross, Associate Dean of Research, Northern Ontario School of Medicine
- Dr. Arthur Perlini, Dean, Algoma University
- Dr. Martha Scott, Partnership Coordinator, Algoma University
- Dr. Tim Best, Faculty Association of SSM
- Dr. Marilyn Leahy, Faculty Association of SSM
- Dr. Chris Rossi, Faculty Association of SSM
- Dr. Silvana Spadafora, Faculty Association of SSM
- Dr. David Crookston, Faculty Association of SSM
- Don McConnell, Planning Director, City SSM

In addition, Jody Rebek DiCerbo, Managing Director of Destiny SSM has been coordinating this initiative and Susie Lauzon of Destiny SSM has been providing administrative support and input. Recently, Steve Butland, representing City Council of City Sault Ste. Marie, joined the committee, and Dr. David Crookston retired.

It is anticipated that as the initiative develops new, appropriate members will be added to ensure the success of this project, as Algoma University and NOSM take the lead and accountability for its development.

MOVING FORWARD

The Clinical Research Committee has agreed that the best way to proceed is to secure resources that would launch a pilot project of the Clinical Research Centre for three years. This includes at least three salaried positions – a Research Study Coordinator, Biostatistician/Study Designer and a Grant & Manuscript Writer – along with the human resource, administrative, technical and infrastructure required. It is envisioned that after three years the Clinical Research Centre would be self-sustaining.

In addition, Research Chairs are being sought after or already acquired. Algoma University for instance, is working to establish an Industrial Research Chair in Health Informatics, and intends to develop complementary areas of specialization within Business, Computer Science and Biology – at present, Algoma University is conducting feasibility studies on Health Informatics, Health Administration, and Community Health as a branch of Community Economic and Social Development, and has just hired a geographer with medical geomatics expertise.

This project will institute important links across Northern Ontario between resources, clinical researchers and related healthcare issues. Research topics that are an advantage to the North will determine the focus of the centre's research efforts, and have already started taking form locally.

Respectfully submitted, on behalf of the Destiny SSM Steering Committee and the Northern Ontario Clinical Research Committee, by

Jody Rebek DiCerbo
Managing Director
Destiny Sault Ste. Marie

5(dd)

SHI | Consulting

LIFE SCIENCES STRATEGIES

Northern Ontario School of Medicine
Destiny Sault Ste. Marie

Executive Summary

Feasibility study for a Northern Ontario School of Medicine
Clinical Research Centre in Sault Ste. Marie

August 2006



Executive Summary
Re: Feasibility study for a Northern Ontario School of Medicine
Clinical Research Centre in Sault Ste. Marie

Background

SHI was commissioned by a steering committee of clinical research stakeholders to conduct a feasibility study to evaluate the potential for a SSM based clinical research centre for northern Ontario. The study was completed in July 2006 and this executive summary outlines its findings.

The Challenge

Northern Ontario's economy has traditionally been resource-based, but it is attempting to transition towards a greater emphasis on a knowledge-based economy. It is a region with a mixture of "rural metro-adjacent", "rural heartland" and "rural remote" communities with differing cultures, lifestyles and increased disease burdens. Northern Ontario is recognized as having critical manpower shortages in various healthcare disciplines including physicians. As a result, the standard of healthcare in Northern communities is one of the region's foremost concerns. In part, to overcome these problems, Northern Ontario has invested heavily in health related infrastructure, such as, information and communication technologies, and regional training programs.

The Opportunity

As a demonstration of Northern Ontario's commitment to addressing its healthcare difficulties, the Northern Ontario School of Medicine (NOSM) has been established to increase the breadth and depth of physician capacity in the North. NOSM uses a unique model that incorporates multiple training sites and draws its faculty from its many disciplines and various cultures. NOSM's establishment has re-vitalized the healthcare community. It presents an opportunity to utilize the medical school's strong leadership and community links combined with the North's effective information and communication technology systems. It also builds a platform to link new and existing researchers across the region. More specifically, an opportunity exists to build upon these existing strengths to create a research platform that will bring together clinical researchers from various regions of the North to focus on healthcare issues that are directly relevant to Northern Ontario in a culturally sensitive way. Once this enterprise is established, it can take a national and global leadership position by linking to other regions - across Canada and the world - that face similar challenges.

The Vision and Mission

The vision is to create a Northern Ontario Clinical Research Institute (the "Centre"). The mission is to promote community-based clinical research¹ enabling local healthcare professionals to identify and address the community's needs through effective targeted research. This Centre would have its primary location in SSM, a city with a well-established capacity for multi-disciplinary clinical research. With the Centre focusing on research of particular interest to Northern Ontario, physical or virtual links would be formed with other communities throughout the region. A Pan-Northern Multidisciplinary Centre is envisioned where all NOSM faculty members and other interested clinical researchers could contribute. With a strong membership, the Centre would promote high quality, regionally relevant clinical research by focusing on five core objectives: *Leadership and Advocacy, Resources, Coordination and Linkages, Multidisciplinary Research and Community Engagement*.

Objectives of the Clinical Research Centre

Leadership and Advocacy

A clear vision with strong leadership is required to propel a clinical research enterprise forward and to bridge the gap that currently exists between research and clinical medicine. Northern Ontario has independent research leaders in major communities, but lacks high-profile leadership to unify the overall research community. Sault Ste. Marie is taking a leadership role in community-based clinical research. As such this city is positioned to expand this role by providing the leadership necessary for community

¹ Clinical research is defined as research involving discovery, testing, validation, dissemination, adoption and evaluation with human subjects or materials, specimens, or data derived from human subjects or populations with clear defined relevance and outcomes to human populations.

clinical researchers across the region to develop a unified brand with which to engage national or international centres and contribute to issues and initiatives whether they are in research, policy or advocacy.

Resources

Healthcare professionals require a variety of support services such as study design and data analysis, to maintain a clinical practice while conducting high-impact research. Lack of access to these support services impairs the ability of researchers to obtain sufficient funding or carry out high-impact research, and prevents healthcare professionals from engaging in clinical scientific discovery efforts. The Centre would provide or facilitate access to many of the necessary services and training programs required to further expand research capabilities in the North. This would result in an increase in the number and size of awarded research grants, greater participation in healthcare research, and better attraction and retention of clinical investigators. Furthermore, access to these resources would promote training for and sustainability of Northern Ontario's knowledge-based jobs.

Coordination and linkages

Creating successful partnerships with different regions and disciplines is necessary in order to obtain national grants, complete research projects and publish in high-impact journals and provide important research services to the people of northern Ontario. With a variety of clinical researchers, medical residents and students dispersed throughout the region, there is a significant opportunity to coordinate these healthcare personnel and projects in such a way that existing researchers will be able to build on each other's capabilities. Using the network that NOSM has already established, the Centre would coordinate and facilitate linkages using specialized personnel (e.g., project and student coordinators), and assist in the standardization of data collection (e.g., database design and coordination) or other specialized infrastructure. Sault Ste. Marie is already well recognized for its specialized infrastructure (e.g., electronic patient records) and coordinated research efforts (e.g., common ethics boards and strong coordination with public healthcare, hospital and local clinics). By providing researchers, research centres and institutions with a central point of coordination, research projects can be better planned and more effectively executed while increasing the participation of researchers and participants.

Multidisciplinary research focus

Clinical research traditionally has focused on building individual capacity in the research modalities of biomedical, applied clinical, healthcare services and systems, and population healthcare research. Yet, it is in the transfer of knowledge *among* these modalities where innovative care occurs. At present, very few regions across the country have addressed this challenge. As NOSM is uniting the physician community, the Centre would serve to connect all of the modalities of clinical research. The cohesion among the various modalities enables Northern Ontario to overcome any perceived barriers associated with its lack of research critical mass. As an example, Sault Ste. Marie is actively strengthening its multidisciplinary approach to research by tightly integrating clinical medicine with population healthcare and healthcare delivery and is proactively seeking innovative world-class technologies to facilitate this process. By strengthening multidisciplinary research, Northern Ontario has the opportunity to be at the forefront of the next phase of clinical research in Canada: clinical research that improves healthcare practices and outcomes for patients.

Community engagement

A long-lasting sustainable clinical research enterprise will require medical and public community engagement. In Northern Ontario, a significant number of healthcare professionals wish to participate in clinical research, but are not doing so at the present time. Furthermore, communities want to participate in clinical research, but do not know what is available or who to approach. NOSM has begun to reverse this trend. It is now engaging northern communities at multiple access points, but its focus is squarely on medical education. The Centre would be well positioned to build a bridge between the research community and the public to increase support for and participation in clinical research. With its central location and active interest SSM is well positioned to become the location for the centre. NOSM has successfully taken a similarly approach in positioning its campuses away from the tertiary hospitals in order to train physicians for community care. Sault Ste. Marie is an excellent size for community research in that there are few competing interests: all of the healthcare services are represented but not

duplicated. By establishing a focal point and actively engaging the community at a local level, Northern Ontario will be well positioned to expand its leadership position in relation to other similar communities across Canada. With limited Canadian leadership in rural community medicine and with one third of Canadians being identified as living in rural areas, it is clear that a tremendous opportunity exists to positively impact the healthcare of a significant portion of Canadians. This can only be accomplished by initially developing excellence in clinical research in Northern Ontario.

Impact of the Centre

The establishment of a Northern Ontario clinical research enterprise will have a positive (both directly and indirectly) impact on the region. From a scientific perspective, the Centre would provide the focus and leadership necessary to foster and develop a nascent clinical research community into one that is able to successfully propel itself onto the national stage. Moreover, this Centre would provide the necessary regional focus to enable participation in national and international initiatives. Also, this enterprise would serve to train, attract and retain a high caliber of clinical researchers. The outcome of their research would improve the healthcare and wellness of the local population and serve to further place Northern Ontario on the provincial and national healthcare agenda. As a result, this enterprise would further develop Northern Ontario's knowledge-based economy by fostering a diverse healthcare research community that builds upon the large and successful investment that has already been made into NOSM.

Summary

Given that there is a clear demand for the Centre across the region, and because the Centre will have measurable benefits from a scientific, health, social and economic perspective, it is clear that such a Centre, located in SSM is feasible. Notably, funds appear to be available for start-up and ongoing costs, the next step will be to consult with stakeholders across the region and develop a full business plan. This plan will contain the specific financial, organizational and governance design necessary to fully develop a centre in Northern Ontario.



2008 12 01

Mayor John Rowswell
and members of City Council
Civic Centre

**RE: CONFERENCES AND MAJOR SPECIAL EVENTS COMMITTEE
FUNDING REQUEST
2010 CANADIAN LADIES CURLING CHAMPIONSHIPS
SCOTTIES TOURNAMENT OF HEARTS**

Background

In February 2005, Sandra Randa, Co-Chair 2008 Scotties Tournament of Hearts Organizing Committee was in attendance at City Council concerning a bid proposal to host the 2008 Scott Tournament of Hearts Canadian Women's Curling Championships in Sault Ste. Marie. Council passed the following resolution:

Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti

Resolved that Sault Ste. Marie City Council supports and endorses the 2008 STOH Organizing Committee's bid proposal to host the Scott Tournament of Hearts Canadian Women's Curling Championship in Sault Ste. Marie in February 2008.

2010 Tournament Request

The Conferences and Major Special Events Committee has now received and reviewed a request for funding from the Scotties Bid Committee for the 2010 Scotties Tournament of Hearts which will be held in Sault Ste. Marie in February of that year. The application meets the purpose, rationale and all eligibility criteria of our new policy guideline for funding.

The application includes a request for assistance from the City for rental of the Essar Centre; office space for 12 months prior to the event; funding towards the cost of a tent and construction costs; i.e. walls, flooring, heating; funding for a volunteer kickoff event; assistance with municipal parking lots; ticket printing if required; assistance with paramedic and security services; and 10% food commission on Heart Stop Lounge. The magnitude of this event clearly far exceeds the maximum \$20,000 in funding which is available in the Conferences

Page 2

2008 12 01 Funding Request 2010 Canadian Ladies Curling Championships Scotties Tournament of Hearts

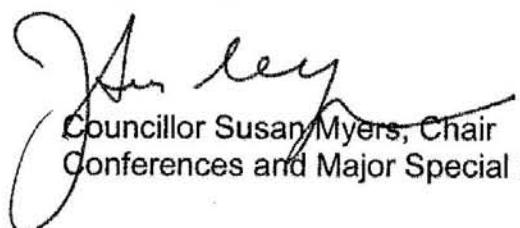
and Major Special Events Fund and is beyond the scope of this Committee's role in making a recommendation to City Council for what is being asked by the Bid Committee. For this reason the Conferences and Major Special Events Committee is not making a recommendation as to the extent City Council should provide municipal assistance for this event, however we do put forth the following recommendation.

Recommendation

That the request for municipal assistance for the 2010 Scotties Tournament of Hearts be referred to the Commissioner of Community Services and other appropriate City staff for review and report back to City Council with recommendations on what contributions the City can provide for both in-kind services and the level of funding for this prestigious event.

For Council's information, the letter from the Scotties Bid Committee is attached to this report. A representative on the Scotties Bid Committee will be in attendance at the December 1st City Council meeting to answer any questions from Council.

Respectfully submitted



Councillor Susan Myers, Chair
Conferences and Major Special Events Committee

September 8, 2008

Mr. Joseph M. Fratesi, B.A. LL.B
Chief Administrative Officer
City of Sault Ste. Marie
99 Foster Dr.
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Dear Mr. Fratesi:

As you are aware, pending final approval Sault Ste. Marie has been chosen to host the 2010 Canadian Ladies Curling Championships, the Scotties Tournament of Hearts.

With a budget of over 2 million (budget still in draft stages) and considerable large expenditures which in our case is the rental of the venue, the Essar Centre and the cost of erecting a tent structure in the west parking lot at the Essar Centre to be used as the Heart Stop Lounge. This structure will be very similar to the one used in 1990 when Sault Ste. Marie hosted the Brier.

Our local committee is committed to securing external funding from provincial and federal grant opportunities and also from the host city.

We have researched several other centers who previously hosted this event and focused on those cities with comparable population and venue size to Sault Ste. Marie. Unfortunately the most recent events have been held in much larger centers, therefore the information from comparable cities are a little dated, Sudbury being a host city in 2001 and Kitchener was the host for the event in 2003. Included in our survey are the city's contributions to the 1990 Brier.

It has been determined that most municipalities have contributed approximately \$80,000 to \$100,000 to the Scotties Tournament of Hearts event. Contributions have included both in-kind services and funding. In 1990 the city contributed \$32,000 in funding to the Brier but we were unable to determine whether or not they were charged for rental for the Gardens.

Our committee has put great thought into ways in which we feel the City of Sault Ste. Marie may be able to assist with the 2010 Scotties Tournament of Hearts:

- Rental of the Essar Centre
- Suitable Office space for 12 months prior to the event
- Funding towards the cost of the tent and construction costs, i.e. walls, flooring, heating
- Funding for Volunteer kickoff event
- Assistance with municipal parking lots
- Ticket printing if required
- Assistance with Paramedic and Security Services
- 10% food commission on Heart Stop Lounge

Respectfully submitted

Sandra Randa, on behalf of the Scotties Bid Committee



7(a)

any more left
case studies

The Municipal Eco Challenge Fund (MECF) Application Guide for Showcase/Demonstration Retrofit Projects

Introduction

The Municipal Eco Challenge Fund (MECF) is a new \$20-million grant program designed to help municipalities undertake infrastructure projects that will conserve energy and reduce greenhouse gas (GHG) emissions. The grant program was announced on June 13, 2007 in conjunction with a \$200 million loan program through Infrastructure Ontario's OSIFA (Ontario Strategic Infrastructure Financing Authority) program. The MECF will run until March 31, 2010.

The MECF is a component of the Government of Ontario's Go Green Climate Change Plan, which calls for GHG reductions of 6 per cent below 1990 levels by 2014; 15 per cent below 1990 by 2020; 80 per cent below 1990 by 2050.

The fund is split into two application streams: standard retrofit projects and showcase/demonstration retrofit projects. \$10 million has been allocated to support standard retrofit projects and \$4 million has been allocated to support showcase/demonstration retrofit projects over the life of the program. The remaining \$6 million has been allocated to municipal support programs offered by MECF's partner organizations, Local Authority Service (LAS) and The Canadian Green building Council (CaGBC). *Very clear*

1. A **standard retrofit project** is defined as the application of an established measure that both conserves energy and reduces GHG emissions attributable to an existing facility.
2. A **showcase/demonstration retrofit project** is a project that demonstrates a newer, emerging technology that has not been widely commercialized, widely applied or demonstrated in the market. A showcase/demonstration project would include a high level of risk, little to no market penetration and few competitive technologies. Showcase/demonstration projects will include a "demonstration" component where key learnings and experience will be actively documented and shared. (Refer to Appendix 3 for further details).

This application guide is for showcase/demonstration retrofit projects only. A separate application package is available on our website for standard retrofit projects and standard audits/feasibility studies.

The MECF will accept applications for showcase/demonstration retrofits on an ongoing basis. The deadline for the first application review period is July 2, 2008. Subsequent review periods will proceed as per the schedule on page 7 until all allocated funds are spent. In general, municipalities may not apply for standard retrofit funding and showcase/demonstration retrofit funding for the same retrofit measure.

Partner Organizations

The MECF operates in cooperation with two key partner organizations, Local Authority Service Ltd. (LAS) and Canadian Green Building Council (CaGBC).

Local Authority Services Ltd. (LAS) was created in 1992 by the Association of Municipalities of Ontario (AMO) and is a wholly owned subsidiary company of AMO. LAS is incorporated under the laws of Ontario to conduct business in this province. LAS is mandated to work with municipalities, their agencies, boards and commissions, as well as other organizations of Ontario's broader public sector, to assist them in reducing the cost of their expenditures and in increasing their levels of revenues through the principles of economies of scale and co-operative procurement efforts.

Currently, LAS delivers a number of valuable programs and products designed to benefit municipalities. Two examples of such programs include the Audit ++ Program and the Energy Management Tool – both of which are offered in cooperation with the Municipal Eco Challenge Fund.

The Canada Green Building Council (CaGBC) accelerates the design and construction of green buildings in Canada. The CaGBC is a broad-based inclusive coalition of representatives from different segments of the design and building industry. The primary goals of the CaGBC are reducing GHG emissions, improving the health effects of buildings and lowering water consumption.

Together, CaGBC and the MECF will enable participating municipalities to evaluate the energy use and environmental footprint of various types of municipally owned facilities. Each is offering programs, through MECF that provide for fast-tracking projects for retrofit funding assistance.

See Appendix 2 for more information about these partner organizations and programs.

Program Eligibility and Application Review Process

Who can apply for funding from the MECF?

All municipalities in Ontario, as defined by the Ontario Ministry of Municipal Affairs and Housing, may apply to the MECF for funding. Please see *Appendix 4: List of Ontario Municipalities* to confirm your eligibility. For funds to be advanced, municipalities must first have enacted municipal resolutions/bylaws for the proposed retrofit project **if required by the municipality's procedures**.

- 1. To be considered for showcase/demonstration retrofit funding**, a feasibility study must be completed. This feasibility study must include both pre-retrofit information as well as information on the showcase technology and its energy saving benefits. There are a number of options for completion of this study:

- A municipality can retain an independent qualified consultant to undertake the study
- A municipality with a knowledgeable person or group of people on staff may conduct their own feasibility study and the MECF Review Committee will judge whether sufficient technical information has been provided. While municipalities may conduct feasibility studies "in house" the Ministry of Energy prefers that a qualified third party confirm the benefits and potential for success of the energy saving technology. If the description of the benefits of the showcase technology come solely from the supplier of the proposed technology a third party validation is preferred.
- If a municipality has participated in either the LAS Audit++ program or CaGBC's program, these programs may provide the required information on pre-retrofit conditions. However, a municipality will be required to supplement this data with sufficient information on the proposed showcase technology and its benefits. (See Appendix 2 for more information on LAS's Audit ++ Program and CaGBC's program).

Feasibility study funding: Funding for feasibility studies is available as a component of the showcase/demonstration MECF retrofit program. Showcase/demonstration projects selected for funding under the MECF program are eligible for a 100% reimbursement of up to \$10,000 to cover the cost of the project's feasibility study. **Note: Municipalities who chose to conduct their feasibility study "in house" with existing staff may not recover staff time associated with conducting the feasibility study.**

Please note that any money reimbursed for a feasibility study will be deducted from the municipality's total funding eligibility of \$500,000 for showcase/demonstration retrofit projects.

What is the maximum grant available from the MECF?

Showcase/Demonstration Retrofit Projects

The maximum MECF contribution available to any individual showcase/demonstration retrofit project is up to 50 per cent of project costs, to a maximum of \$500,000 per municipality while funds last.

Overall Funding Eligibility

Each municipality is eligible for showcase/demonstration retrofit grants totalling up to 50% of project costs up to \$500,000 over the life of the Municipal Eco Challenge Fund (to March 31, 2010) while funds last. The maximum grant amount may be awarded in a single grant for one activity or in several smaller grants for a variety of activities. For example:

- Municipality X may be awarded \$500,000 by the MECF to support the cost of a \$1,000,000 town hall showcase/demonstration retrofit.
- Municipality Y may be awarded \$300,000 by the MECF to support a fire

(up to \$500,000)
station showcase/demonstration retrofit and \$200,000 to support the cost of a wastewater plant showcase/demonstration retrofit.

How will my participation in the showcase/demonstration retrofit stream effect my grant awarded under the standard retrofit/audit stream?

The maximum funding of \$500,000 for showcase/demonstration projects is not effected by an application for a standard retrofit grant. Standard retrofit funding allows a separate application process for up to 25 per cent of project costs up to \$100,000 per municipality.

Who will cover the remaining project costs?

Showcase/demonstration Retrofit projects: Applicants may request up to 50 per cent of the cost of the retrofit project up to \$500,000. The remaining 50 per cent of the project costs may be paid by the municipality, solicited from other donor agencies or any other sources identified by the municipality.

What types of municipal facilities are eligible?

Successful projects will aim to reduce energy use and GHG emissions produced by one or more municipal facilities. Some examples of eligible facilities are:

- Sports complexes, including arenas and pools
- Community and cultural centres
- Wastewater treatment plants
- Water treatment plants
- Town halls
- Libraries
- Long-term care homes
- Works depots
- Transit depots
- Fire and/or police stations
- Other types of municipal facilities where energy and GHG emission savings can be realized

What costs are eligible?

Eligible costs are those directly related to the reduction of energy use and GHG emissions. For example, a community centre retrofit project is eligible only for construction costs that are directly related to the measure(s) that reduce energy and GHG emissions. Only actual expenditures are eligible. In-kind costs are not eligible.

Examples of eligible costs include, but are not limited to:

- The purchase and installation costs of new, more efficient equipment;
- Permits that are exclusively for the installation of new equipment;

- Third-party site supervision;
- Labour;
- Shipping;
- Commissioning of the qualifying system; and
- The actual cost of the showcase/demonstration retrofit project's feasibility study will be reimbursed up to \$10,000 if the project is funded through the MECF. Proof of payment will be required. The amount reimbursed will be subtracted from the Municipality's total eligibility for showcase/demonstration retrofit projects of \$500,000.

Important: Payment will be made only for eligible expenses incurred after the signing by both parties of a Contribution Agreement (with the exception of the feasibility study).

What costs are not eligible?

Examples of ineligible costs include, but are not limited to:

- Costs incurred before both parties have entered into a Contribution Agreement and/or costs incurred prior to receiving approval from the Ministry to commence the project (i.e. projects starting before the applicant has been notified of funding status will not be funded) with the exception of feasibility studies for selected projects as described above
- GST and any other taxes for which your municipality is exempt (either fully or partially);
- Used, recycled or refurbished equipment;
- Structural components of a building, unless directly related to energy savings;
- Back-up systems;
- Spare parts inventory in support of a qualifying system;
- Operating costs including fuel, electricity, maintenance and insurance costs; and
- Environmental assessments.

What criteria will be used to evaluate applications?

Evaluations will be coordinated by the Ministry of Energy with assistance from representatives from other ministries/organisations having relevant expertise. Applications will be evaluated based on the following criteria:

Basic Compliance Review

- Submission of complete application
- Confirmed eligibility as per funding application guide

- Request does not exceed 50 per cent of total project costs nor the \$500,000 eligibility cap

Funding Evaluation

- Confirmation that the proposed retrofit meets criteria for "showcase/demonstration" status
 - Evaluation of proposed technology
 - The proposal provides a project rationale that meets the pre-retrofit application requirements (See page 3 for a list of pre-retrofit requirements for showcase/demonstration projects).
 - Ability to complete the project no later than March 31, 2010.
 - Project benefits including energy savings and GHG reductions (GHG reduction per dollar and/or energy cost reduction per dollar)
 - Demonstration that the project helps implement a plan that has been adopted by the Municipal Council
 - Originality in project concept, building type, and geographical location
 - Evidence that the technology can be commercially viable without third-party funding (such as MECF), and that successful showcase/demonstration demonstration of the technology will facilitate such commercialization
 - Originality in type of retrofit/showcase technology (In the case of multiple applications for the same showcase technology the Ministry reserves the right to limit the number of applications funded. In these cases successful applications will be chosen on a competitive merit basis which may include regional distribution)
- new or
exist.
retrofits
re?

Grant recipients will be expected to monitor and report on project outcomes, including a before-and-after comparison of energy use and estimates of GHG emission reductions.

When will the MECF accept and review applications?

The MECF will accept applications on an ongoing basis. The deadline for the first showcase/demonstration application review period is July 2, 2008. Subsequent review periods will proceed as per the schedule on page 7 until all allocated funds are spent.

Schedule: Application Review Periods

Deadline for consideration	Application review period	Successful projects notified	Agreement signed by	Project start date
July 2, 2008	July 3 to July 31, 2008	Week of August 5, 2008	Week of August 19, 2008	
October 10, 2008	October 14 to November 15, 2008	Week of December 1, 2008	Week of December 16, 2008	
February 6, 2009	February 10 to March 7, 2009	Week of March 17, 2009	Week of March 31, 2009	
June 12, 2009	June 16 to July 11, 2009	Week of July 21, 2009	Week of August 4, 2009	
October 9, 2009	October 14 to November 7, 2009	Week of November 24, 2009	Week of December 15, 2009	Projects may begin any time after the Contribution Agreement has been signed.

*The number of application review periods may vary. The number of application review periods will depend on how quickly the funds are spent during the preceding review period(s).

** Shaded area represents a guaranteed review period. Unshaded areas represent tentative review periods.

All dates are subject to change.

Please ensure that your application arrives at our office by the deadlines indicated in the application review schedule to ensure that your application will be considered in the review period of your choice. Applications received after the deadline will be considered during the following application review period if funds remain.

How to apply to the MECF

Which application form should I use?

1. **Showcase/demonstration retrofit projects:** Municipalities applying for funding for a showcase/demonstration retrofit project should use the "Showcase/demonstration Retrofit Project" application form. Municipalities seeking funding for more than one showcase/demonstration retrofit project should use one application form per project. If the requested total for all applications exceeds the \$500,000 funding limit, indicate which application you wish to have considered first. Once the \$500,000 threshold has been reached, no other applications will be considered.

If you are interested in applying for a standard retrofit project or an audit/feasibility study for a standard retrofit please check the Ministry's website for the appropriate application.

What is the maximum amount a municipality can apply for under MECF?

A municipality can apply for a maximum of \$600,000 assuming a combination of Showcase/demonstration retrofit projects (maximum of \$500,000) and standard retrofit projects (maximum of \$100,000). To confirm your cumulative total value for all applications to MECF, please use the Grant Tracking Form available on our website.

What information is required in the application package?

All application templates can be found on the Ministry of Energy website at www.energy.gov.on.ca. Your application package must include all of the documents described below. All sections of the application form must be completed in the format provided. Referencing websites and other external documents will not be considered as a substitute for providing the requested information in the application form. Incomplete project applications will not be considered.

Please include the following items in your application package:

1. **Signed application form:** Please submit a completed, signed and type-written application form that observes all indicated word-count limits. Please check that you have completed the application form that corresponds with your type of project.
2. **Budget:** Please use the budget template provided on the Ministry of Energy website. The total budget amount should reflect the cost of the project net of any tax rebates for which your municipality is eligible, including GST. Municipalities seeking funding for more than one project should use one budget template per project.

- 3. Work plan:** Please use the work plan template provided on the Ministry of Energy website. List all relevant project milestones and indicate the month in which each milestone is expected to be undertaken. Sample project milestones may include project start/end dates, securing building permits, tendering process, construction period, testing period, data collection/monitoring period etc. Municipalities seeking funding for more than one retrofit project should use one work plan template per project.
- 4. Municipal support document(s):** Please include a copy of any documents demonstrating that your application is supported by Municipal Council. *If your municipality's procedures require enactment of a municipal resolution or bylaw prior to submitting a funding application such as this, please include a copy of the resolution or provide a letter of support from an authorized person indicating when such a resolution may be reached.*
- 5. Feasibility Study documentation:** Please include copies of any documents that show you have met the pre-retrofit requirements. Such documents may include a combination an Audit ++ Business Case, LEED evaluation, or professionally produced third-party feasibility study.

What are the contractual obligations associated with a successful funding application?

If selected, the applicant will be required to sign a Contribution Agreement. Please read the Contribution Agreement carefully, as it contains the general terms and conditions governing grants awarded under this program.

By signing the application form and submitting it to the Ministry, the applicant is agreeing with the Ministry to be bound by the terms and conditions of the Contribution Agreement, if a grant is awarded.

When will I receive the grant funds?

Successful applicants will receive 50 per cent of the awarded funds upon execution of a Contribution Agreement with the Ministry of Energy, subject to fulfilling requirements noted in the agreement (insurance, governance, bank account etc.) The remaining 50 per cent will be awarded after project completion, subject to approval of the final report.

Making your submission

Before you submit your application, please review your application to ensure you have provided all of the necessary information.

Application Checklist

Please enclose **four hard copies** and **one CD** containing an electronic version of the documents listed below. Please submit electronic documents as word or excel documents only (no PDF documents please).

- Signed and completed type-written application form
- Completed Budget Template
- Completed Work Plan
- Evidence of Municipal Council support for the proposed project(s) such as a resolution, bylaw or letter from an authorized individual.
- Any document(s) supporting project feasibility, such as your Audit++/Business Planning results, proof of participation in the LEED program, your privately commissioned feasibility study, etc.

Remember:

- * **Applications must be received in hard copy before 5pm on the deadline date.**
- * **Late applications will be considered during the following application review period if funding remains.**
- * **Incomplete applications or applications submitted by fax or email will not be considered; completed hard copies only please.**

Please submit your complete application by mail or courier to:

Municipal Eco Challenge Fund
Office of Conservation and Strategic Policy, Conservation Branch
Ministry of Energy
6th Floor, 880 Bay Street
Toronto, ON M7A 2C1

Inquires about the Municipal Eco Challenge Fund should be directed to
MECF@Ontario.ca.

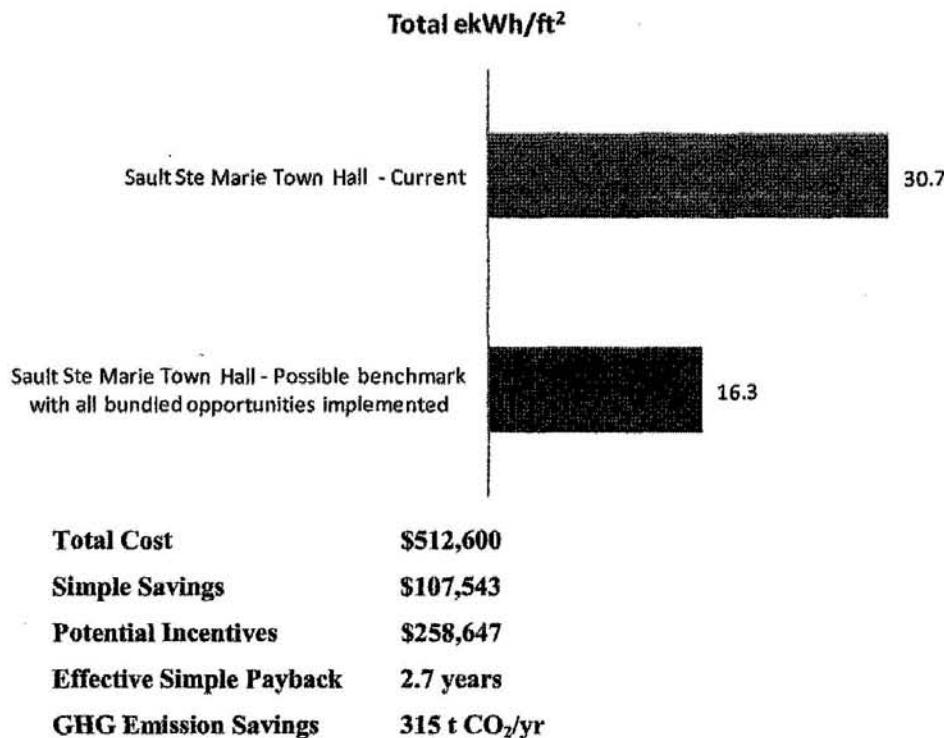
EXECUTIVE SUMMARY

This report provides a recommended implementation of the Sault Ste. Marie Town Hall Audit ++ Report. The Audit ++ identified 15 energy savings opportunities (points of interest were also highlighted). This report provides the City with a project development structure, implementation plan, incentive information and cash flow analysis. Budgets and estimates represent the highest level of accuracy that can be achieved without further engineering study.

- | | |
|------------|------------------------|
| Appendix A | Project Summary Report |
| Appendix B | Cash Flow Illustration |

This implementation strategy provides the preliminary information on which to base a project plan should the City choose to move forward with the project. As the next step, further refinement of the costing and detailed engineering is required prior to implementation. Opportunities were developed using industry standard pricing; as part of the further investigation actual pricing will need to be obtained in order to make effective decision-making.

Bundled Project Summary (refer to implementation sections of this report for descriptions):



See Appendix A for full detail; note that escalating utility costs are not included in the above project summary. This same project bundle, with 8% utility escalation, 6% debt interest on a five-year term and potential incentives has a payback of 2.4 years. This has a 15 year positive cash flow of almost \$2.6 million (see Appendix B for this illustration).

NOTICE REGARDING FINANCIAL ILLUSTRATIONS

This document contains financial illustrations based on the implementation of items that may be interrelated. Further refinement of cash flow will be required prior to project implementation.

NOTICE REGARDING SAVINGS ESTIMATES

This document contains results from a preliminary analysis only. While every effort has been made to accurately calculate savings and cost, various assumptions have had to be made. It is critical that these assumptions be validated prior to implementation. Without express written permission, any use of this report by a third party, or any reliance on or decisions to be made based on it are the responsibility of such third party. I.B. Storey accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

NOTICE REGARDING COST ESTIMATES

Cost estimates in this energy assessment are based on industry standard pricing, not local contractor or product pricing. Local contractor pricing must be finalized prior to implementation of any measure.

OVERVIEW

The Corporation of the City of Sault Ste. Marie formed a Municipal Environmental Initiatives Committee with clearly defined "green" terms of reference. The Audit++ of this facility, which serves as the core of municipal services, will expedite the achievement of the objectives set out in the terms of reference.



Consistent with the organization of the Audit ++ report, the optimization proposed in this implementation report has been bundled into the following categories:

1. Manual Control
2. Automatic Control
3. Operating Conditions
4. Efficient Equipment
5. Optimize Supply

A sixth category of deferred items contains measures that are not recommended for implementation because of further investigation required or long paybacks. In the case of the Town Hall, items with excessively long payback periods (over 20 years) have been deferred.

Opportunities were developed using industry standard pricing; as part of the further investigation actual pricing will need to be obtained in order to make effective decision-making. Once measures have been selected by the City for implementation, further analysis/engineering is required to develop more precise energy savings, costings and project planning.

Note: Refer to the Audit ++ Report for full descriptions and the approach applied to the identification of opportunities.

ENERGY COSTS

The following rates were used in the analysis of this project.

Price of Natural Gas	\$0.44 m ³
Price of Incremental Electricity	\$0.072/kWh
Price of Demand	\$6.13 (per kW)

Incremental electricity rate is based on the current regulated price plan (RPP).¹

EMISSION FACTORS

The following equivalent emission factors were used in the calculations of greenhouse gas savings (see Appendix A for project summary report).

Electricity	0.220 tonnes/MWh
Natural gas	0.184 tonnes/MWh

Both factors are based on 2005 National GHG Inventory Report from Natural Resources Canada.

¹ For more information on the RPP, see www.oeb.gov.on.ca.

FINANCIAL ANALYSIS OF PROPOSED IMPLEMENTATION

The payback analysis of each implementation category is as follows:

1. Manual Control

Audit Item	Description	Est.	Est.	Simple
		Savings	Cost	Payback (yrs)
1	Tighten Air Handling Unit Belts	\$1,222	\$2,100	1.7
2	Disconnect Unused T12 Ballasts	\$2,286	\$5,500	2.4
3	Zone Lighting	\$3,691	\$4,800	1.3
	Total	\$7,200	\$12,400	1.7

2. Automatic Control

Audit Item	Description	Est.	Est.	Simple
		Savings	Cost	Payback (yrs)
4	Lighting Automation	\$7,593	\$14,400	1.9
5	Building Automation System	\$16,158	\$137,500	8.5
6	Demand Load Rolling of Heating System	\$1,588	\$12,500	7.9
7	Demand Controlled Ventilation	\$13,050	\$54,000	4.1
8	Temperature Setbacks	\$5,904	\$8,400	1.4
9	Vending Machine Control	\$122	\$900	7.4
	Total	\$44,415	\$227,700	5.1

3. Operating Conditions

No measures were recommended in this category.

4. Efficient Equipment

Audit Item	Description	Est.	Est.	Simple
		Savings	Cost	Payback (yrs)
10	Incandescent to CFL	\$1,385	\$1,250	0.9
11	T12 Fluorescent Fixtures to T8	\$10,750	\$102,750	9.6
	Total	\$12,135	\$104,000	8.6

5. Optimize Supply

Audit Item	Description	Est.	Est.	Simple
		Savings	Cost	Payback (yrs)
13	Water-Source Heat Pump	\$43,793	\$168,500	3.8
	Total	\$43,793	\$168,500	3.8

The simple payback of the proposed project is 4.8 years, representing total estimated cost of \$512,600 and total annual savings of \$107,543. In summary:

Category	Est.	Est.	Simple
	Savings	Cost	Payback (yrs)
Manual Control	\$7,200	\$12,400	1.7
Automatic Control	\$44,415	\$227,700	5.1
Efficient Equipment	\$12,135	\$104,000	8.6
Optimize Supply	\$43,793	\$168,500	3.8
Overall Summary	\$107,543	\$512,600	4.8

RECOMMENDED FOR DEFERRAL

The City may want to reconsider the implementation of the following deferred items as future opportunities, especially if funding programs significantly reduce these higher cost measures.

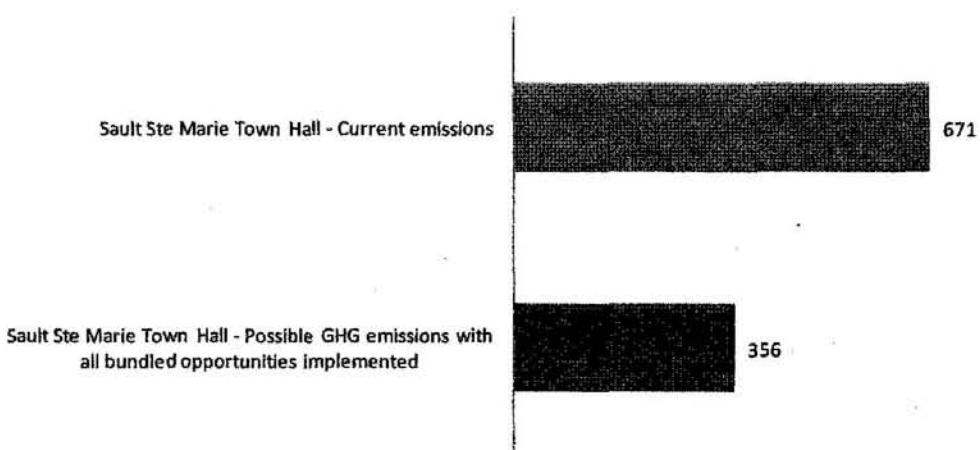
Audit Item	Description	Est. Savings	Est. Cost	Simple Payback (yrs)
12	Radiant Heaters for Receiving Bay	\$443	\$9,800	22.1
14	Ice Storage for Building Cooling	\$1,385	\$76,000	54.9
15	Solar Domestic Hot Water System	\$881	\$22,000	25.0

ENVIRONMENTAL ANALYSIS OF PROPOSED IMPLEMENTATION

The proposed energy project at the Sault Ste. Marie Town Hall may result in an estimated reduction in greenhouse gas emissions of almost 315 tonnes of carbon dioxide. This is equivalent to removing 64 cars from the road annually.

Audit Item	Description	GHG Savings (t CO ₂)
1	Tighten Air Handling Unit Belts	3.7
2	Disconnect Unused T12 Ballasts	7.0
3	Zone Lighting	11.3
4	Lighting Automation	23.2
5	Building Automation System	46.4
6	Demand Load Rolling of Heating System	0.0
7	Demand Controlled Ventilation	38.3
8	Temperature Setbacks	14.4
9	Vending Machine Control	0.4
10	Incandescent to CFL	4.2
11	T12 Fluorescent Fixtures to T8	31.9
13	Water-Source Heat Pump	133.8
Total		314.7

GHG Emissions (t CO₂)



For the water-source heat pump measure, it is recommended that an application be made under the Municipal Eco Challenge Fund Showcase program. The showcase application requires the following emission factor be used:

Electricity 1.0 tonne/MWh

Using this factor, the greenhouse gas savings for this measure is as follows:

MECF Showcase Application GHG Emissions (t CO₂)

Water-Source Heat Pump	608
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INCENTIVE PACKAGES INCLUDED IN ANALYSIS

a. Municipal Eco-Challenge Fund – Standard Program

The Municipal Eco-Challenge Fund was announced by the Province of Ontario for projects that reduce greenhouse gas emissions. Eligible costs are those directly related to reduction of energy use and GHG emissions.

The application package requires completion of a form, budget (template provided), workplan (template provided) and a copy of the municipal council resolution indicating support. As a pre-requisite, project feasibility must be supported. In the case of participating Audit ++ municipalities, the Audit++ reports serve this purpose.

For a retrofit project the incentive is summarized as follows:

- Up to 25% of project costs, up to \$100,000;
- With up to 25% of total cost may from other agencies (such as federal government's ecoEnergy Retrofit and Ontario Power Authority incentives); and
- Remaining 50% paid from the municipality's budget
- A corporate maximum incentive for multiple installations of \$100,000.
- Next deadline is October 10, 2008 with funding notification by the week of December 16, 2008.

The City is strongly encouraged to submit a standard application for funding of project measures, other than the water-source heat pump measure which is recommended for MECF Showcase.

b. Municipal Eco-Challenge Fund – Showcase Program

This program has been designed to highlight innovative energy efficient technologies that are not commonly implemented. The application package is similar to the standard program. The application form requires the municipality to provide descriptive and technical responses to justify the project as a showcase/demonstration. As mentioned, the estimation of greenhouse gas emission savings is based on emission factors specific to this application (see the Ministry of Energy and Infrastructure MECF website at: www.energy.gov.on.ca/index.cfm?fuseaction=conservation.mecf).

In summary, the funding is:

- Up to 50% of project costs, to a maximum of \$500,000;
- With up to 25% of total cost may from other agencies; and *Fed.*
- Remaining 25% paid from the municipality's budget
- Next deadline is October 10, 2008. Funding notification for the October round is the week of December 16, 2008.

The City is encouraged to submit the water-source heat pump measure as a showcase/demonstration project.

c. ecoEnergy Retrofit

Natural Resources Canada's ecoEnergy Retrofit Incentive for small and medium organizations is currently seeking proposals (see the Office of Energy Efficiency's website www.oee.nrcan.gc.ca/).

The incentive provides:

- \$10 per gigajoule of estimated annual energy savings;
- Up to 25% of project costs to a maximum of \$50,000;
- Next deadline is February 27, 2009. Applications can be submitted at any time, with review beginning as soon as they are received. Funding decisions may be made within six to eight weeks, depending on completeness and complexity of application.

The application is technically demanding and requires a resource knowledgeable in energy billing and retrofit measures to complete the application spreadsheet (the program requires a technical resource be named to respond to requests for clarification). A technical energy audit is required as a pre-requisite; the Audit++ reports serve this purpose.

In the case of the Sault Ste. Marie Town Hall, the potential funding incentive from this program is significant and worth pursuing.

d. Electricity Retrofit Incentive Program

The Ontario Power Authority's Electricity Retrofit Incentive Program has two incentive options:

1. Prescriptive projects: rebates offered for predefined technologies (lighting, motors, transformers, unitary air conditioning)
2. Custom projects: all technology, equipment and systems are evaluated on the basis of their power and energy performance improvement and an incentive offered based on the level of improvement (The lesser of: \$150/kW saved; or 50% of incremental project cost; or amount required to top up total government and utility incentives to 50% of total project costs). Applications will not be considered for projects that save less than 5 kW average peak demand and total government and utility incentives cannot exceed 50% of project costs.

In cooperation with Local Distribution Companies, the ERIP is designed to encourage customers to conserve energy and shift electrical loads from periods of peak demand to lower cost times of the day (www.everykilowattcounts.com/ERIP).

The recommended lighting retrofit (replacement of T12 lighting with T8 fixtures) qualifies for funding under the prescriptive program. The City is encouraged to pursue this funding, especially given the high cost of this measure.

The recommended demand load rolling of the heating system qualifies for funding under the custom program. An estimated incentive has been calculated based on \$150 per kW saved (using estimated winter demand savings of 132 kW).²

² Note that the recommended upgrade of the existing building automation system would be required to implement this measure.

7(b)

Moved by Councillor S. Butland
 Seconded by Councillor J. Caicco

NOV 28, 2005

Whereas an Animation Centre Feasibility Study was completed in March 2004; and

Subsequently the Art Gallery of Algoma has been offered yet another substantial and noteworthy "animation collection"; and
 Whereas the 14 conclusions/recommendations have yet to be acted upon;
 Be it resolved that Council in cooperation with the Art Gallery of Algoma Board proceed with the formation of a Task Force to further investigate the feasibility of establishing an Animation Centre in Sault Ste. Marie. CARRIED.

More 'TIPS' - A2

Art gallery's application for collection gets held up

'Many layers of administration and bureaucracy added' to process

By Frank Dobrovnik
 THE SAULT STAR

An Academy Award-nominated animator's collection of cels would find a perfect home with the Art Gallery of Algoma, everyone agrees — except, it appears, the board responsible for reviewing philanthropic donations.

AGA applied to the Canadian Cultural Property Export Review Board last October to acquire a private donor's collection of cels from the work of Michael Mills, valued at between \$2.5- and \$3 million.

The board informed curator Michael Burtch five months later the application was being considered, then in May requested information Burtch says he had already provided. While the collection sits in limbo 11 months on, he has yet to hear back.

Burtch understands the need to provide "fairly exact-

ing information," so would-be philanthropists aren't ripping off the Canadian taxpayer. (Donors receive back the full appraised value of donated works at tax time.) But "over the years, there's been so many layers of administration and bureaucracy added," he said.

"If somebody on the board

why he's relevant to our collection," Burtch said. "What gallery in the country wouldn't want an A.Y. Jackson? Give me a break."

Adding to his dismay is that if you want to appeal, "The people who made the decision in the first place are the ones looking at the appeal. It's fairly ludicrous."

'IF THIS WAS THE ONLY TIME IT HAPPENED, I COULD PROBABLY SHRUG IT OFF, BUT . . . WE GO THROUGH THIS CONSTANTLY.'

— Art Gallery of Algoma curator Michael Burtch

starts quibbling over information that's not clear or if they dispute the prices, that gets held up. If this was the only time it happened, I could probably shrug it off, but I feel the same way most curators feel: we go through this constantly."

Even the most renowned artists go through the same scrutiny.

For example, if someone saw fit to donate an A.Y. Jackson, as a former Sault Ste. Marie resident did last year, "I have to write an essay about

He went through the same rigmarole two years ago to acquire a large collection of photographs from famed New York documentary photographer Larry Fink.

"We had two very good appraisals, and they questioned the value of the appraisals and they made a recommendation for a third appraisal, at our expense, to get the price they wanted to have. And lo and behold, it came back higher than the two appraisals we sent in."

More 'ART' - A2



Happy days are here for animators

With firms fighting for talent, students have their pick of careers, workplaces

By Marke Andrews
CANWEST NEWS SERVICE

VANCOUVER — These are good times to be a animation student in Vancouver. Just ask Mei Yu.

The 19-year-old Burnaby, B.C., animator had her choice of job offers when she graduated from Capilano College's commercial animation program this spring. Just nine days after the college's grad show, Yu started working at Vancouver's Studio B.

Animators not only have their choice of studios to work for, they have their choice of careers. The video game industry is just as hungry as animation studios for young talent.

Recently, Burnaby-based Electronic Arts Canada (EA), which has hired 600 video game artists and programmers in the past year, held an awards ceremony for the 25 finalists in the company's Great Canadian Art Competition, offering jobs to all 25. Schools with animation programs regularly entertain recruiters from Canadian and American studios and games companies.

"It goes on all the time here," says Sheffa Siegel, Vancouver Film School marketing director. "We work very hard to make sure we have a good pipeline established between our pro-

grams and the industry studios."

Companies looking for new talent are taking steps to streamline the process. Vancouver's Studio B recently hired a human resources person specifically to work on the company's recruiting strategy.

"Talent is so important," says Blair Peters, co-founder with Chris Bartleman of Studio B. "Recruiting is big business now, because we're competing with EA and Disney moving here. Digital animation is very similar to the game industry. It's the same talent pool."

"Everybody's got to pitch their studio in a unique way."

Rhythm & Hues, a California company that makes features and commercials, recently hired Vancouver Film School graduate Adam Yaniv, who is currently working on the feature *The Lion, The Witch and the Wardrobe*, and has also hired lighting specialists from the school. "We're seeing good feels for animation coming out of Vancouver Film School," says Anjelica Casillas, manager of digital production for Rhythm & Hues.

Nancy Gray-Starkbaum, senior manager of recruitment for EA, says the company makes regular recruitment trips across the country.

Vancouver Sun

MARCH 2004. 7(b)

Sault Ste. Marie Animation Centre Concept Feasibility Study Executive Summary

The idea of building an animation centre in Sault Ste. Marie has been in existence since 1998, when the Art Gallery of Algoma (AGA) was approached with an offer to acquire the cels, storyboards, background paintings and other paraphernalia associated with the Super Dave Osborne cartoon series. In 2000, the AGA obtained in addition to this, similar materials from with the Family Classics series (which presented animated versions of classic stories such as *The Prince and the Pauper* and *The Count of Monte Cristo*). With this as a basis for collections and exhibitions, the AGA determined to investigate the feasibility of an animation centre in Sault Ste. Marie, dedicated to the history of animation generally as well as the unique role that Canadians have played in the formation, evolution, and current state of the art in the industry.

With funding assistance from the City, FedNor and the Northern Ontario Heritage Fund, a consulting team was retained to undertake a concept development and feasibility study of the initiative. This team was led by TCI Management Consultants and included The St. Clements Group Inc. (branding and marketing experts), Reich + Petch (architects and museum designers), MGP Architects (architects and engineers), and Blue Sky Design (interpretive planners).

Our major findings and conclusions, with page references to the report, are as follows:

1. The **animation centre concept is feasible**, assuming that it is built at a sufficient size and scale to act as a compelling attraction for the potential markets available to it. Moreover, there is a need for an attraction for this type in Sault Ste. Marie. This conclusion applies to both scenarios A and B. (see section 3)
2. Several alternative sites were reviewed in the downtown, as well as elsewhere in the City. Two sites scored highest in the assessment: the areas adjacent to the Art Gallery of Algoma (referred to as scenario A in the report) and adjacent to the proposed Gateway development (referred to as the scenario B). In either location, the animation centre can be a viable and sustainable development. (*See section 7*).
3. To be a unique and compelling attraction the **recommended components** of the animation centre are:
 - An arresting and attractive design that captures the attention of visitors and creates a desire to visit
 - Interactive exhibits, where “edutainment” is the learning philosophy
 - Space for changing exhibits and a related program of events and activities
 - High quality visitor services (restaurant, gift shop)
 - A theatre flexible space with moveable seating
 - Easy and convenient parking
4. Accommodating the foregoing building programme, the size of the proposed facility is approximately **13,800 sq. ft.** initially. The building has been designed to accommodate future expansion. (*see section 6*)
5. The capital cost of the animation centre will be approximately **\$7.9 million for Scenario A** and **\$7.4 million for Scenario B** (as a result of synergies with the overall Gateway development). This includes the cost of construction, site preparation, the cost of exhibits and fit-out of the centre, and fees and contingencies. (*See section 8*).
6. The nature of the visitor experience is such that it will be a **1-2 hour experience**. The average admission price per person will be **\$8 for Scenario A** and **\$5 for Scenario B**. The lower price for the Gateway scenario reflects the fact that the animation centre will be part of a much larger attraction and therefore will not be able to charge quite the price premium that it would in a more stand-alone situation (such as adjacent to the Art Gallery of Algoma). (*see section 8*)

7. Attendance at the animation centre will be on the order of **45,000** in a typical year of operation for Scenario A, and **100,000** for Scenario B. Again, this reflects the totally different market context of Gateway (*see section 8*)
8. The **staffing plan** for the animation centre under scenario A is 13 full time job equivalents (FTEs) in the first year of operation, growing to 15 FTEs in Year 10. For scenario B, year 1 requires 21.5 FTEs, growing to 23.5 FTEs in year 10. This reflects the fewer volunteers expected. (*see section 6*)
9. The financial analysis shows that both Scenarios A and B generate a **positive net income**. The table below shows the financial results for a typical year of operation (Year 5) for the "base" scenario (figures are rounded). (A "base case" or "most likely" analysis was developed for each scenario, as well as a "worst case" and "best case" analysis.) A yearly contribution of \$20,000 is made to a special reserve fund for the purpose of mounting new exhibitions. Half of net income (after the charge for the reserve fund) accrues to the AGA. The other half remains on the books of the animation centre. (*see section 5*)

Financial Situation Year 5	Scenario A (adjacent to AGA)	Scenario B (part of Gateway)
Net Income	\$55,000	\$240,000
Exhibit reserve	\$20,000	\$20,000
Contribution to AGA	\$18,000	\$110,000

10. The total investment required for the project is shown in the table below:

	Scenario A Adjacent to AGA	Scenario B Gateway
Capital cost for construction of animation centre including exhibits and fit-up	\$7,900,000	\$7,400,000
Operational start-up cost including staff costs, operational expenses and launch marketing (six months expenses before opening)	\$681,000	\$891,000
Working funds for year 1 and half of year 2*	\$397,000	\$458,000
Total investment required	\$8,978,000	\$8,749,000

11. The **construction** of the facility will create and support **120 jobs** resulting in total additional wages and salaries of nearly **\$4.4 million** (Scenario A). Slightly less will be generated under Scenario B, as the overall construction value is smaller. (*see section 11*)

* An allocation is made for coverage of the first year's negative cashflow with an additional allocation for half the second year's expected net income to use as working funds. Assumes a cash-based business with minimal receivables for admission, food, and gift sales. Based on the middle case scenario.

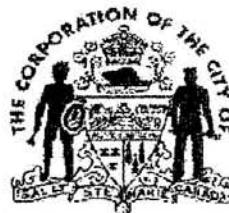
12. On an on-going (annual) basis, the additional economic benefit associated with the operation of the animation centre will create **131 jobs** in the community under Scenario A and **192 jobs** under Scenario B (reflecting the much higher tourism draw of this scenario). In both cases, economic impact largely results from tourist expenditure that otherwise would not occur in the community. The animation centre thus acts in a very significant way as an engine of economic growth and diversification in the local and regional economy. (*see section 11*)
13. The additional annual taxes generated to the City will be on the order of between \$63,000 (Scenario A) and \$93,000 (Scenario B) per year. This has an estimated capitalized value (at 8%) of between \$0.8 and \$1.2 million (rounded) to the City. (*See section 11*).
14. The animation centre **fits in very well with the funding criteria of several federal and provincial-level funding programs**. There is also a strong financial rationale for the City to support the initiative (in addition, of course to the quality of life enhancement that the animation centre would provide to residents). As well, there is some interest expressed from the private sector animation industry (e.g. Sony Imageworks, Lucasfilm, Warner Brothers). (*See section 12*)



The next steps are outlined in a detailed implementation plan. They involve, after approval of this report the AGA board, a review by City Council, the appointment of a task force manager, the assembling of an advisory committee for the animation centre, and development of a detailed road map of specific recommended activities. A 3-month progress report and a 6-month "GO/NO GO" decision point are recommended. (*See section 13*)

7(c)

Patrick M. McAuley, P. Eng.
Public Works &
Transportation



Public Works &
Transportation
Department

2008 06 09

Mayor J. Rowswell
And Members of City Council
Civic Centre

RE: CENTRE STREET RIGHT-OF-WAY

On May 26, 2008, Council passed the following resolution:

"Resolved that Public Works and Transportation review the walkway proceeding from Boundary Road to the Wellington Square Mall (between civic #'s 617 & 621) and make recommendation as to providing more protection and privacy for the affected neighbours."

Background

In between civic #617 and #621 Boundary Road is an unopened City road allowance. It was provided to the City as part of the Cormier Subdivision in the early 1950's and is intended to provide access to the interior lands west of Boundary Road and south of the Wellington Square Mall, when this vacant land is developed. At that time it may become a public road as an extension of Centre Street, thereby making civic #617 and #621 corner lots. In the meantime, a walkway has developed on this 66' wide and 207' deep road allowance, providing pedestrian access to the Wellington Square Mall. Improvements were made to the walkway in 1989 when Boundary Rd was reconstructed, including partial barricades to prevent vehicle access to the mall.

Discussion

The City normally does not provide for privacy for adjacent properties adjacent to a public road allowance. Residents wishing privacy can build fences or plant hedges along their property lines in accordance with the Zoning By-law. Variances for extra height can be applied for from the Committee of Adjustment, if additional height is desired.

In subdivisions where 10' wide walkways are provided (as opposed to 66' wide rights of way), the standard City requirement is for the sub-divider is to provide 4' high chain link fences down each side of the walkway. Many residents abutting these walkways have subsequently constructed their own privacy fences adjacent to the City's chain link fences.

7(c)

2008 06 09

Page 2

If it is Council's wish, the City could fence both sides of the 66' wide right of way with 4 foot high chain link fence (estimated cost \$3,500), but as noted this is not normal practice.

Recommendation

It is recommended that the residents of civic #617 and #621 Boundary Road provide their own fences or hedges along their individual property lines to suit the level of privacy or protection they desire.

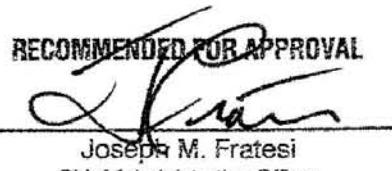
Respectfully submitted,



Patrick M. McAuley, P. Eng.
Commissioner

PMM:cmr

RECOMMENDED FOR APPROVAL

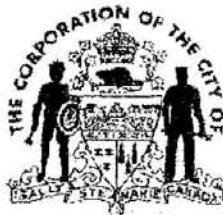


Joseph M. Fratesi
Chief Administrative Officer

\pwt\DeptShare\Council 2008\Centre Street Right-of-Way

7(c)

Patrick M. McAuley, P. Eng.
Public Works &
Transportation



Public Works &
Transportation
Department

2008 10 20

Mayor J. Rowswell
And Members of City Council
Civic Centre

RE: CENTRE STREET RIGHT-OF-WAY

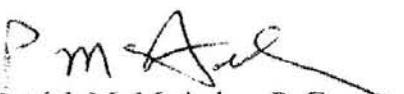
On June 9, 2008, Council accepted as information the attached report concerning the Centre Street right-of-way. Although the report was accepted, Council asked for additional information on the future of this right-of-way and whether or not it is needed for development.

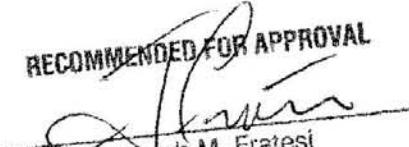
Attached is a memo from the Planning Director with his comments on potential future use. In conclusion Don McConnell suggests it would be premature to make any future decisions on the Centre Street right-of-way until development plans for the interior lands are finalized. Public Works staff agrees.

Recommendation

It is recommended that the City retain ownership of the Centre Street right-of-way, west of Boundary Road, until the development plans for the interior lands are finalized.

Respectfully submitted,


Patrick M. McAuley, P. Eng.
Commissioner


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

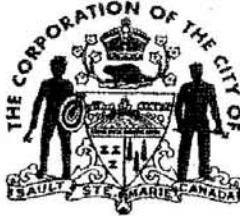
PMM:cmr

\pwt\DeptShare\Council 2008\Centre Street Right-of-Way #2

7(c)

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

Tel: (705) 759-5368
Fax: (705) 541-7165

2008 10 03

Memo To: Pat McAuley
Commissioner of Public Works & Transportation

From: Don McConnell
Planning Director

RE: CENTRE STREET RIGHT-OF-WAY

I would like to offer the following comments on the Centre Street right-of-way issue.

We should keep in mind that the vacant property immediately south of Wellington Square Mall is quite large at 23 acres.

In 1976 this property was rezoned for a total of 830 residential units in a series of apartment buildings ranging in size from 40 to 170 units. I suspect that this project never proceeded due to the cost of extending South Market Street.

In 1993 the developer proposed to reduce the overall density to approximately 210 units; however this application was never finalized. Again, I believe the cost of extending South Market Street was the limiting factor.

The current zoning is a reflection of the 1993 proposal and includes a combination of "R.3" (Low Density Residential) zone and "R.4" (Medium Density Residential) development. With the pending construction of the McNabb/South Market Street extension and the improved local market conditions there will likely be a renewed interest in developing this property within the next few years. Given the size of the property and lack of a detailed development plan, I suggest that we maintain the Centre Street right-of-way at this time. Once detailed plans are approved, the right-of-way can either be developed as a roadway, as a walkway, or if not needed sold as a residential lot.

While reviewing these files I noted that several of the neighbours had indicated that they did not object to Centre Street being used as an access to Wellington Square Mall provided that truck traffic could be prohibited.

7(c)

In summary, it would be premature to make any decisions on the future use of the Centre Street right-of-way until the development plans for the interior lands are finalized. I expect that this will occur within the next few years.

Please contact me if you require anything further.

DBM/pms

c. Jerry Dolcetti, Commissioner of Engineering & Planning

A handwritten signature in black ink that reads "JERRY DOLCETTI". The signature is fluid and cursive, with "JERRY" at the top, "DOLCETTI" below it, and a diagonal line through the middle.

7(f)

**Ward Two Neighborhood Meeting Re: Graffiti
Wednesday November 12, 2008**

Attendees:

Hosted by Councillors Terry Sheehan and Susan Myers
Joined by Staff Sgt. Steve Davey, SSM Police Services
Also in attendance Councillor Frank Fata

Residents – 22 residents from Ward Two and other (list available)

Media in attendance:

Angela – SooNews.ca
Carol – SooToday.com
Darren – Q104
Simon – CTV

Introduction by Councillor Sheehan as to the recent incidents and growing concern specifically around graffiti and other mischief related crimes, thus the rationale to meet and look for community solutions that can be supported by City Council.

Staff Sgt. Davey reviewed documented incidents (66 incidents reported from January – November 2008) and provided the context of challenges faced by Police Services in addressing "mischief" crime. It is difficult to find the perpetrators as reports come in after the fact. Difficult to profile – often it is someone who would not be a criminal otherwise. Usually a random act. Emphasis is on needing everyone to be on the alert and report anything unusual that may be heard or seen in days following as the ones who carry out these activities will brag about the deeds. Sgt. Davey emphasized that the smallest piece of information becomes police intelligence to build the profile of the case.

He further discussed the shift of direction that is coming with Police Services from mostly enforcement, to a move towards more prevention activity.

Sgt. Davey explained the terms of the Youth Criminal Justice Act:

Defines Youth as 12 – 17 years of age

On a mischief charge – 1st time offenders can be treated by the judge using "extra judicial measures" i.e. community service such as removal of graffiti, or similar acts related to the crime.

Repeat offenders – court can decide and has discretion can use probation and divert to community service.

Comments made by residents in attendance:

- Culprits should be made to clean up the graffiti or damage resulting from "egging"
- Rocks thrown through a window or a car damaged – who pays?
- How about back to the concept of a "Boot Camp" for offenders?
- The Youth Criminal Justice Act is sorely lacking
- 2./
- How about using the Cab Company employees to report crime (Police Services already do, informally)
- Why is no one attending this meeting from the Federal or Provincial levels of Govt – aren't they partners in looking for solutions?
- Need more presence and patrolling in the area on occasions such as the East/West Football Game at Rhodes Complex

7(f)

- Is there no way a curfew can be introduced (Councillor Sheehan explained the recent confirmation as the laws around that and Council's review of same. The Councillor that had moved this idea forward withdrew idea).

(Note: there is a curfew around Loitering for youth under 16 years not accompanied by someone over 18 years between the hours of midnight and 6 AM. however Sgt. Davey stated it is under the Child and Family Services Act and very difficult to prosecute i.e. definition of what is Loitering).

- Any use of Auxiliary Police Service – Sgt. Davey stated there are only five or six members but that no one other than a police officer can take enforcement action.

- What level of force can I use if I catch them in the act on my property ?

(Sgt. Davey cautioned against approaching at all and emphasized calling Police Services vs. entering into something unknown and possibly dangerous).

Suggestions for Community at large Action:

1. "Eyes and Ears" program – report anything you see, try to write it down and call Crimestoppers or Police Services 911.
2. Get onto Facebook website where the culprits will often brag about their activity.
3. Talk to your kids, grandkids, friends and neighbors – get everyone "on the alert".

Suggestions for City Council Committee Action:

1. Contact 24 hour grocery stores and ask staff to be alert for any unusual off time purchases i.e. 4 dozen eggs at 2:30 am, take descriptions and report same.
2. Review lighting issues on residential streets and parks as required for "hot" areas of youth gathering or mischief crime incidents.
3. Seek input from various community organizations and illicit their help in developing preventative programs. Engage the Youth Committee's help.
4. Request report from Police Services as to development of a Tips sheet to distribute to the community.
5. Put out a call to action urging the community as a whole to become more aware and report any suspicious behavior – call 911.
6. Develop response teams to remove graffiti immediately when it appears.
7. Request Police Services emphasize the subject of graffiti and all mischief crimes in their education visits in the school, particularly to encourage young people a.) not to participate and b.) to report any information heard.
8. Review possible by-laws around things like prohibiting sale of spray paint by minors (cities such as London have done this).
9. Seek to find "best practices" solutions for all mischief crimes from other municipalities around graffiti tagging, egging, mailbox bashing, rock throwing.
10. Pass a resolution at City Council around lobbying through AMO (Association of Municipalities of ON) and FONOM (Federation of N.ON Municipalities) for tougher penalties in the Youth Criminal Justice Act.

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-211

AGREEMENTS: (E.3.4.4) A by-law to authorize an agreement between the City and M. R. Wright & Associates Co. Ltd. for design and contract administration of the replacement of the Sussex Road bridge.

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 17th day of November, 2008 and made between the City and M. R. Wright & Associates Co. Ltd. for design and contract administration of the replacement of the Sussex Road bridge.

2. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 1st day of December, 2008.

MAYOR – JOHN ROWSWELL

CLERK - DONNA P. IRVING

\Bylaws\bylaws 2008\2008-211 M R Wright agt

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 SOLICITOR

10(a)

SCHEDULE "A"

M.E.A./C.E.O.
CLIENT/CONSULTANT AGREEMENT
FOR
MUNICIPAL WORKS
2008

MUNICIPAL BRIDGE DESIGN
SUSSEX AVENUE



Member of Consulting Engineers of Ontario
Member of Association of Consulting Engineers of Canada

10(a)

M.E.A/C.E.O.
CLIENT/CONSULTANT AGREEMENT
FOR
MUNICIPAL WORKS
2008

MUNICIPAL BRIDGE DESIGN
SUSSEX AVENUE

AGREEMENT CONTENTS

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ARTICLE 3 – FEES AND DISBURSEMENTS	6-8

10(a)

- 1 -

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 17th, day of November
A. D. 2008

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Hereinafter called the 'Client'
THE PARTY OF THE FIRST PART

-AND-

M.R. WRIGHT & ASSOCIATES CO. LTD.

Hereinafter called the 'Consultant'
THE PARTY OF THE SECOND PART

WHEREAS the Client intends to replace Municipal Bridge No. 27 – on Sussex Avenue, in the City of Sault Ste. Marie, Ontario.

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:

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. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 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, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

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 staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

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 3.2.3. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

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, 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 defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

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 and its employees for the Client's damages.

a) Comprehensive General Liability

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability Insurance.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000.00 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.3.

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 thirty (30) 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 as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 10% 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 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. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

The Client shall not divulge any specific form, report or electronic version thereof that may be reproduced by a third party deemed a competitor of the Consultant. The Consultant acknowledges that the information contained within the final submission is deemed information for the general public and domain.

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 mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, 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.

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, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

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 which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

- 3.2.3.2 Telecommunication costs (COM) other than video-conferencing incurred by the Consultant shall be reimbursed at a standard charge rate of disbursements. The assessment shall include costs for use of telephone/telecommunication services (including maintenance and support) and facsimile transmissions.

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 2 percent will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

3.3.2 Upset Fee Estimate

In accordance with Section 3.2.2.

IN WITNESS THERE OF, 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:

The signatory s

The signatory shall have the authority to bind the corporation or company for purposes of the agreement.

177

Greg Saunders, P.Eng.

(Name)

General Manager

(Title)

THE CORPORATION OF THE CITY IF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement.

MAYOR/CHAIRMAN/REEVE/WARDEN

Mayor - John Rowswell

CLERK

City Clerk - Donna P. Irving

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-217

AGREEMENTS: (A.3.6) A by-law to authorize an agreement between the City and Batchewana First Nation of Ojibways of the Rankin Indian Reserve 15D for the provision of fire protection 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 1st day of January, 2009 and made between the City and Batchewana First Nation of Ojibways of the Rankin Indian Reserve 15D for the provision of fire protection services.

2. **EFFECTIVE DATE**

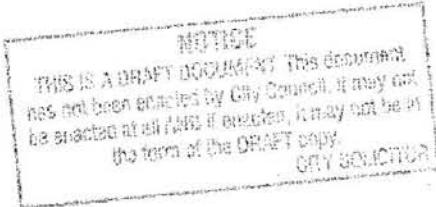
This by-law takes effect on the day of its final passing.

READ THREE TIMES and PASSED in open Council this 1st day of December, 2008.

MAYOR – JOHN ROWSWELL

CLERK - DONNA P. IRVING

\bylawas\bylaws 2008\2008-217 Batchewana fire protection



10(b)

SCHEDULE "A"

THIS AGREEMENT made this 1st day of January, 2009

BETWEEN:

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

hereinafter called the "City"

OF THE FIRST PART

- AND -

THE BATCHEWANA FIRST NATION OF OJIBWAYS
OF THE RANKIN INDIAN RESERVE 15D

hereinafter called the "First Nation"

OF THE SECOND PART

WHEREAS the Council for the First Nation of Obibways desires to provide fire protection to the First Nation; and

WHEREAS the Council for the Batchewana First Nation of Ojibways has requested that the City of Sault Ste. Marie Fire Services (hereinafter called the "Fire Services") answer alarms from the First Nation;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

FIRE PROTECTION

1. (a) The Fire Services agrees that it shall answer fire alarms including medical assist and carbon monoxide calls from the First Nation.

(b) The Fire Services shall answer alarms for brush and/or bush fires only when nearby structures are endangered and providing reasonable physical access can be gained to such fires by the Fire Services' vehicles.

(c) Subject to Clause 1 (a), the Fire Services agrees to respond to alarms for fires on CP Rail property if the fire endangers First Nations' lands.
2. The Fire Services agrees to respond to fire alarms from the First Nation in a manner appropriate to the circumstances, subject to availability of resources.

COSTS

3. (a) The First Nation covenants and agrees to pay to the Fire Services for alarms answered on First Nation property on the following basis:
 - (i) **For the Period of January 1, 2009 to December 31, 2009**

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Services for 2008 multiplied by 95%.

3. (a) (ii) **For the Period of January 1, 2010 to December 31, 2010**

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Services for 2009 multiplied by 95%.

(iii) **For the Period of January 1, 2011 to December 31, 2011**

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Services for 2010 multiplied by 95%.

(iv) **For the Period of January 1, 2012 to December 31, 2012**

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Services for 2011 multiplied by 95%.

(v) **For the Period of January 1, 2013 to December 31, 2013**

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the Fire Services for 2012 multiplied by 95%.

(b) For the purposes of this Agreement, the per capita costs of operating the Fire Services shall be calculated by taking the approved Fire Services' Operating Budget for the year immediately preceding the year for which the calculation is being made divided by the population of the City.

(c) For the purposes of this Agreement, the population calculations shall be based on the population of the City as supplied by the Regional Assessment Office for the year immediately preceding the year for which the calculation is being made and for Rankin location, the on-reserve population figure as supplied by the Department of Indian and Northern Affairs Canada for the year immediately preceding the year for which the calculation is being made.

INDEMNITY

4. The First Nation will at all times indemnify and hold harmless the Fire Services and the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the First Nation under the provisions of this contract.

TERMINATION

5. (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least six months written notice of its intention to terminate.

(b) Unless terminated earlier or in accordance with Clause 5(a), this agreement shall terminate on December 31, 2013. If the First Nation wants to extend the agreement beyond the said date, the First Nation shall give to the Fire Services at least 90 days written notice of its intention to renegotiate a new agreement.

1D(b)

6. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

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

MAYOR - Mayor - John Rowswell
)
)

CITY CLERK - Donna P. Irving

THE COUNCIL FOR THE
BATCHEWANA FIRST NATION
OJIBWAYS OF THE RANKIN
INDIAN RESERVE 15D
)
)

Stan McKay
)
)

Eugene Aman
)
)

Z. Egan
)
)

Shan Br
)

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-220

AGREEMENT: (No. L-328) - A by-law to authorize the execution of a Agreement for Land Ambulance Service entered into between the District of Sault Ste. Marie Social Services Administration Board and The Corporation of the City of Sault Ste. Marie.

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 made between The Corporation of the City of Sault Ste. Marie and the District of Sault Ste. Marie Social Services Administration Board.

2. SCHEDULE "A"

Schedule "A" hereto form 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 1st day of December, 2008.

MAYOR JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

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 SOLICITOR

10(c)

Land Ambulance Service Contract

Between

**The District of Sault Ste. Marie Social Services
Administration Board**

And

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

As per DSSMSSAB Resolution # 08-057

(January 1, 2008 to December 31, 2009)

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DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

LAND AMBULANCE SERVICE CONTRACT

BETWEEN:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

hereinafter referred to as "the DSSMSSAB"

- And -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter referred to as "the Operator"

WHEREAS THE DSSMSSAB is, pursuant to the provisions of the Ambulance Act, R.S.O. 1990, c. A.19, as amended (hereinafter referred to as "the Act"), responsible for the provision of land ambulance services throughout the geographic area of The District of Sault Ste. Marie;

AND WHEREAS the DSSMSSAB has committed to maintain current local land ambulance service standards and has committed to ensure that local land ambulance services will continue to be provided in accordance with the Ambulance Act and its associated regulations;

AND WHEREAS the Operator has offered its services to assist in the provision of such land ambulance services;

AND WHEREAS both the DSSMSSAB and Operator are public service organisations which have agreed to enter into a contract (two years) to work together co-operatively to provide such land ambulance services;

AND WHEREAS the Operator has agreed to operate the land ambulance service during the initial term of contract in accordance with the operating budget, as set out at Appendix D to this agreement, on the understanding that:

- At the end of the term, any cost savings would either be returned to the DSSMSSAB or be re-invested with the DSSMSSAB's approval in the land ambulance service and
- The DSSMSSAB will not hold the Operator responsible for cost increases beyond its control. In this regard this agreement contains such assurances and a mechanism for compensation for legitimate in year costs associated with unplanned events beyond the Operator's control, involving an annual reconciliation, quarterly calculations and payments.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

SECTION I - DEFINITIONS

1. In this Agreement:
 - a) "Ambulance Act" and "Act" means the Ambulance Act, RSO, 1990 as amended by the Services Improvement Act, 1997
 - b) "Ambulance" and "ambulance service" have the same meaning that they have under the Act, as amended from time to time.
 - c) "Base Hospital" - is a hospital that has applied for and has been designated as such by the Ministry of Health and Long Term Care (MOHLTC) and provides medical direction, leadership and advice in the provision of ambulance based pre-hospital emergency health care within a broad based, multi-disciplinary community emergency health services system in a specified geographical area. It also provides training, quality assurance, continuing education and guidance to ambulance based pre-hospital emergency care providers.
 - d) "CACC" means Central Ambulance Communications Centre, or the dispatch centre designated by the DSSMSSAB.
 - e) "DSSMSSAB" means The District of Sault Ste. Marie Social Services Administration Board.
 - f) "DSSMSSAB Liaison" means a person appointed by the DSSMSSAB to liaise with the Operator on items outlined in the agreement. The DSSMSSAB will inform the Operator in writing upon assignment of the Liaison and of any changes in this appointment.
 - g) "Dispatcher" has the same meaning that it has under the regulations, as amended from time to time.
 - h) "EMS" - means Emergency Medical Services. In this document, the acronym EMS is used specially to comprehensively describe all emergency and non-emergency ambulance service as defined by the Ambulance Act.
 - i) "Emergency Health Services Branch" or "EHSB" means the branch responsible for the Act and Regulations through the Ministry of Health and Long Term Care.
 - j) "Emergency Medical Attendant" or "EMA" has the same meaning that it has under the Act or the regulations, as amended from time to time.
 - k) Gender as expressed - Wherever gender-specific terms are used, they are to equally apply to female and male persons.
 - l) "Medical Director" means the Medical Director of the Base Hospital Program overseeing paramedic activities.

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- m) "Operator" - The terms provider, Operator and contractor are used interchangeably to mean the entity(ies) selected by the DSSMSSAB to deliver EMS services on its behalf. The entity(ies) includes the officers, servants and employees thereof.
- n) "Paramedic" means a person who meets all the requirements of the Ambulance Act for full time employment as a paramedic, and who possesses the certification of the Base Hospital Program for any delegated medical acts which he is trained to perform. The terms "Advance Care Paramedic" and "Primary Care Paramedic" mean providers meeting the requirements for these positions as defined in the Ambulance Act and its regulations.
- o) "Service Area" means the geographic area under the jurisdiction of the DSSMSSAB as per the map in Appendix B.

SECTION 2 - GENERAL

1. Commencing on and including January 1, 2008, the Operator shall provide the DSSMSSAB with a land ambulance service in accordance with the Act, the regulations governing the Act and this Contract.
2. This contract will be in force from January 1, 2008 until May 31, 2009 or until it is superseded or replaced by a subsequent contract or until either party terminates it in its entirety by giving sixty (60) days written notice. In the event of termination, the City will refund forthwith to the Board any monies advanced by the Board and not expended in accordance with the approved budget.
3. The DSSMSSAB, at its discretion and with the approval of the Operator, may elect to extend the term of this contract for subsequent periods of up to three (3) years each. The DSSMSSAB will provide the Operator with 9 months advance notice of its intention to negotiate such an extension. Such negotiations and the terms of the contract extension will be complete and agreed upon by July 1, 2008 for the first extension and by July 1st prior to each additional extension.
4. Under the terms of this agreement:
 - a) The DSSMSSAB will bear overall public accountability for land ambulance services within the service area and will maintain authority over public policy decisions pertaining thereto. The Operator will be accountable to the DSSMSSAB for the management and administration of the day-to-day land ambulance service delivery operation;
 - b) Both parties to this agreement will uphold the following five fundamental principles for the delivery of quality pre-hospital care: accessibility, integration, seamlessness, accountability and responsiveness;
 - c) The Operator will maintain Quality Assurance programs and practices consistent with the requirements of the Base Hospital Medical Director;
 - d) The Operator will work with other emergency services, including area Fire Departments in designing and implementing complementary and effective emergency services.

- e) The Operator will provide the DSSMSSAB with service performance and financial information in a timely fashion.
- 5. All costs under this agreement are to be paid by the DSSMSSAB. The Operator shall provide the services in accordance with the staffing pattern defined in Appendix "C" and the operating budgets as defined in Appendix "A". From time to time the DSSMSSAB may require changes to enhance the service or respond to statutory changes. The additional costs incurred as a result of such changes shall be born by the DSSMSSAB.
- 6. The Operator shall provide all staff, equipment, supplies and accommodations which are necessary to provide the services, provided such staff, equipment, supplies and accommodation are accounted for in the annual operating budget referenced in Appendix "A".
- 7. The Operator and DSSMSSAB will each appoint an individual who will serve as the single point of contact for this agreement and who will be empowered to speak on behalf of the Operator and DSSMSSAB on all corporate and contractual matters relative to the agreement.
- 8. The Operator shall not be required to provide its services exclusively to the DSSMSSAB PROVIDED that the Operator's obligations under this contract shall always be met. The DSSMSSAB owned equipment shall be used only for the purposes of this contract.
- 9. The Operator shall carry out all of its operations in a safe environment and in full compliance with the requirements of the Occupational Health and Safety Act.
- 10. In carrying out the services contemplated hereunder, the Operator and its employees must abide by all federal, provincial and municipal statutory, regulatory and administrative requirements of competent jurisdiction.
- 11. The Operator shall by November 1st of each year that this contract is in force, provide the DSSMSSAB with an up to date operations plan, which shall provide a cost estimate for the subsequent calendar year. The plan shall identify any proposed changes in the service design or resource requirements to address the needs of the DSSMSSAB.
- 12. Both parties agree that the following measures will be taken, in the order presented, if a dispute between the parties occurs:
 - a) The Operator and DSSMSSAB Liaison will refer the issue to their respective Board or Council who will jointly endeavour to resolve the dispute;
 - b) If the Boards are unable to resolve the issue then the parties will refer the dispute for mediation and for that purpose agree to mutually nominate a mediator;
 - c) In the event of the failure of mediation then the parties shall refer the dispute for binding arbitration according to the procedure outlined in Appendix "D".

SECTION 3 - SERVICE STANDARDS

- 1. The Operator warrants that throughout the term of this Agreement and any renewals it will hold and retain all certificates required under the Act to operate a land ambulance service. The Operator shall, at all times, maintain such certificate during the currency of this

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Contract. The Operator shall produce a copy of such certificate to the DSSMSSAB forthwith upon request.

2. In the event that the certificate described in paragraph 3.1 is, at any time, terminated, suspended, allowed to lapse or made conditional, the Operator shall forthwith notify the DSSMSSAB. Upon receipt of such notice, the DSSMSSAB shall forthwith terminate this Contract unless otherwise agreed to by the parties hereto.
3. The Operator shall provide a staff person(s), for the purpose of addressing all service delivery issues. The Operator shall ensure that contact with this individual(s), in person, by pager or by telephone, be provided continuously to the Operator's employees, CACC and the DSSMSSAB Liaison.
4. The Operator shall use for each ambulance call, two qualified emergency medical attendants. Each emergency medical attendant shall hold the qualifications as set out in the Regulations or meet such conditions as from time to time may be prescribed by regulation or determined by the Medical Director.
5. Where the Operator proposes to employ a new emergency medical attendant, the Operator shall do so in accordance with the Act. The Operator will endeavour to recruit qualified Emergency Medical Care Assistants (EMCA's) with Paramedic 1 or Paramedic 2 qualifications, depending on the specific vacancy category.
6. The Operator shall, in the provision of the services:
 - a) abide by the provisions of the Ambulance Act and all other relevant legislation.
 - b) provide service in accordance with the Act and this Agreement and in particular, patient care standards issued under the Act.
 - c) supply uniforms and flashing approved by the DSSMSSAB and identification devices approved by MOHLTC, and ensure that each employee is clean and well groomed, and wears a complete uniform while on duty or on authorized assignments.
 - d) only use employees current in all certifications, including Symptom Relief and Semi-Automatic Defibrillation and all other mandatory programs.
7. The Operator shall not permit any person to drive or operate an ambulance without a valid and current Ontario Class "F" drivers licence.

SECTION 4 - LABOUR RELATIONS

1. The Operator acknowledges that it is the employer of the EMS staff.
2. The Operator will endeavour to carry out their responsibilities in an appropriate and proper manner in accordance with the Ambulance Act.
3. The Operator shall endeavour to establish and maintain a labour/management environment that promotes the effective, efficient and uninterrupted delivery of the service which shall include dispute resolution and a labour/management communications strategy. The Operator will comply with the Ambulance Services Collective Bargaining Act 2001.

4. Where it appears that the Operator may not be able to fulfil its obligations to provide continuous service as required by this Contract, the Operator shall forthwith notify the DSSMSSAB. Upon receipt of such notice, the DSSMSSAB may suspend the operation of this Contract for such time period as the DSSMSSAB deems appropriate in the circumstances. The DSSMSSAB may, at its option, recover DSSMSSAB owned vehicles and equipment from the Operator, assume the lease of any or all facilities used as ambulance bases and engage other persons to provide the services during any period of suspension.
5. DSSMSSAB shall be guaranteed uninterrupted access and use of stations owned by the Operator during any period of suspension.
6. The Operator shall maintain an active Health and Safety Program in accordance with the Act, the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, the Workplace Safety & Insurance Act, R.S.O. 1990, c. W.11 and any relevant employee contracts or collective agreements. The Operator acknowledges that it is the employer of its staff for the purpose of such statutes and that the Operator shall comply with all obligations of an employer under the said or similar statutes.

SECTION 5 - TRAINING AND TESTING OF PERSONNEL

1. The Minister of Health and Long Term Care shall be responsible for the setting of minimum standards for commencing employment and for the setting of minimum standards for the continuing medical education of emergency medical attendants which the Operator will ensure are put into practice.
2. The Operator shall be responsible for assessing the training needs of each employee and evaluating whether the assessed training needs of employees are met. The Operator will endeavour to provide such needed training directly or in conjunction with support groups such as a Base Hospital Program, Emergency Health Services Branch or any other agency or program, where applicable.
3. The Operator shall endeavour to communicate with the Medical Director concerning patient care issues directly related to employees.

SECTION 6 - UNAUTHORIZED PASSENGERS

1. The Operator will endeavour to ensure that no persons other than employees of the Operator, authorized agents of the DSSMSSAB, authorized servants or agents of the Minister, persons requiring land ambulance service pursuant to the Act, the regulations and this Agreement, medical attendants or escorts for such persons and any other person, such as a family member or observer, authorized in advance by the Operator shall travel as a passenger or crew member in any ambulance service vehicle while the vehicle is in use pursuant to the terms of this Contract.

SECTION 7 - VEHICLES AND EQUIPMENT

1. It is acknowledged and agreed that vehicles and equipment required to provide service under this agreement shall be provided by the DSSMSSAB and be leased to the Operator for \$1.00 per year. The Operator shall only use such vehicles and equipment for the provision of services under this agreement. Where the Operator is of the view that more

efficient and economical provision of the services may be available if the vehicles and equipment are otherwise made available, the Operator shall submit a proposal in writing to the DSSMSSAB. The DSSMSSAB may, but shall not be obliged to, consent to such additional use.

2. Such vehicles and equipment shall at all times remain the property of the DSSMSSAB and will be from time to time replaced by the DSSMSSAB in accordance with a vehicle and equipment replacement program. The vehicle and equipment replacement program is to be developed by the DSSMSSAB with input from the Operator.
3. The Operator shall not at any time pledge, assign, charge or post as security of any kind, the said vehicles or equipment.
4. The Operator shall be responsible for all traffic infractions incurred in the operation or use of any vehicle.
5. Each vehicle provided or approved in accordance with section 1 shall have all the features, equipment and supplies required by the Regulations made under the Ambulance Act.
6. Where equipment is left at some place other than the vehicle to which it has been assigned, the Operator shall make all such arrangements as necessary to ensure that the equipment is either returned or replaced in a timely fashion.
7. The DSSMSSAB Liaison may at any time and with notice, directly observe the ambulances and the Operator's facilities and employees. This will include rideouts in the accompany of the Operator.
8. The Operator shall, at all times be responsible for registering, licensing, testing, and inspecting the Vehicle in accordance with existing provincial and municipal regulations.

SECTION 8 - MAINTENANCE OF VEHICLES AND EQUIPMENT

1. Both parties concur that the approved annual operating budget contained in Appendix "A" provides for the normal operation and maintenance of the vehicles and equipment. The Operator agrees to pay all normal operating expenses and keep the vehicles and equipment in good working order.
2. The Operator shall properly care for, maintain and operate such vehicles and equipment in accordance with the Act, directives from EHSB, the guidelines of the manufacturer and this Contract. Also, the Operator shall endeavour to ensure that each vehicle and item of equipment is clean and sanitary.
3. Both parties concur that incidents of vehicle maintenance / repair exceeding \$3,000 are not accounted for in the approved annual budget referenced at Appendix "A", and that the DSSMSSAB will be responsible for the costs of such incidents arising as a result of, but not included in or considered as part of, the normal operation and maintenance of the vehicles. The Operator shall notify the DSSMSSAB Liaison of any repair and maintenance requirements exceeding \$3,000 immediately upon becoming aware of such requirements and the DSSMSSAB shall ensure that any required major repair or major maintenance is undertaken immediately.

4. The Operator shall not modify or make any changes to the vehicle or equipment provided by or paid for by the DSSMSSAB or Base Hospital Program without prior written approval of the DSSMSSAB. No changes shall be made that would result in the vehicle or equipment no longer meeting the approved standards.
5. The Operator shall where feasible, ensure that all equipment, materials, supplies and vehicles provided by or paid for by the DSSMSSAB or Base Hospital Program for use in the provision of land ambulance service is marked/identified to show ownership in a manner approved by the DSSMSSAB that will facilitate the recovery/tracking of property.

SECTION 9 - RADIO AND OTHER COMMUNICATIONS EQUIPMENT

1. It is acknowledged that ownership and maintenance responsibilities with respect to radio and other communications equipment rest with the Ontario Ministry of Health or other agencies as may be assigned by the Ministry.
2. Radio and other communications equipment, or appropriate funding for such equipment, required for the provision of land ambulance service in accordance with this Agreement shall be provided to the Operator by the Province of Ontario in accordance with the directives on telecommunication equipment.
3. The Operator shall immediately report to Central Ambulance Central Communications any malfunction of radio and communications equipment provided or approved by the Province for use in the provision of ambulance service. The Operator and Central Ambulance Central Communications shall schedule repair and maintenance in accordance with the directives and/or local Central Ambulance Communications Centre policy regarding maintenance and use of communications equipment.
4. The Operator shall use only such radio and communications equipment in the delivery of land ambulance service as is approved by the Ministry of Health.

SECTION 10 – ACCOMMODATIONS / BASE STATIONS

1. The Operator shall provide accommodations for the ambulance service and its vehicles, equipment and personnel in the manner defined by the proposed operating plan and payable as set out in the operating budget.
2. Upon the expiry of this agreement, or in the event that this agreement is not extended beyond the initial term, the Operator will endeavour to provide the DSSMSSAB with uninterrupted access and use of the stations owned by the Operator for six (6) months under the current terms and conditions, if requested to do so by the DSSMSSAB.
3. The ambulance service will be located out of the existing Fire Halls belonging to the City of Sault Ste. Marie. The location of ambulance service accommodations shall not be changed without the prior written approval of the DSSMSSAB, which consent may not be arbitrarily withheld.
4. There shall be sufficient furnishings in the Bases to accommodate the numbers of staff required to deliver service during each on-site staffed shift. Furnishings shall be maintained in such a condition that they provide a continuous level of comfort and support as set out in the Occupational Health and Safety Act

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SECTION 11 - GENERAL SECURITY

1. Vehicles and equipment, provided by or paid for by the DSSMSSAB or Base Hospital Program for use in the provision of the services, shall be kept in the Operator's ambulance service station or other secure area, unless the vehicle is assigned to a vehicle maintenance / repair or safety inspection facility or is otherwise assigned by the Operator or Dispatcher.
2. The Operator shall ensure that all equipment, materials and supplies shall be secured in the vehicle in a safe manner in accordance with the Act or guidelines issued by the manufacturer, and the health and safety requirements set out in the Occupational Health and Safety Act, R.S.O. 1990, as amended.
3. The Operator shall provide security measures in accordance with the Act for the ambulance service station and vehicles, and at the ambulance station to ensure confidentiality of personnel and patient care records.
4. Hazardous material shall not be stored on site unless by approved methods/containers in accordance with relevant legislation.
5. The DSSMSSAB Liaison reserves the right to inspect the Vehicles, Equipment and Station Facilities, with sufficient advance notice.

SECTION 12 - OPERATIONAL REQUIREMENTS

1. The services shall be provided within the service area as designated on the Map ,Appendix "B" and as directed by a Dispatcher or CACC centre. The Operator shall provide land ambulance service beyond the area set out in Appendix "B" only as directed by a Dispatcher or CACC centre. The costs of following such directions shall be recovered from the other municipal bodies or authorities, by the DSSMSSAB. The Operator shall provide the DSSMSSAB on a monthly basis with the necessary information required for the cost recovery process.
2. The Operator shall maintain operational records in an up to date manner as required by the MOHLTC legislation, regulations and standards. The DSSMSSAB may inspect such records on request, unless prohibited from doing so by legislation.
3. The Operator shall at all times direct the operation for the provision of land ambulance service in accordance with the Act and other relevant federal or provincial legislation and this Contract.
4. The Operator shall be entitled to participate in "Special Events" coverage provided that the Operator adheres to the Act.

SECTION 13 - SERVICE REACTION TIME AND QUALITY ASSURANCE

1. The Operator shall endeavour to ensure a service reaction time (reaction time is defined as T2-T3) for all emergency calls as follows:
 - a) Vehicles staffed on-site: For dispatch priority codes 3 and 4, a maximum of two (2) minutes from receipt of notification.

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- b) Paid standby: For dispatch priority codes 3 and 4, a maximum of ten (10) minutes from receipt of notification.
 - c) The DSSMSSAB and the Operator recognize such reaction times as being maximum reaction times.
2. The Operator, or its designate with full management authority, shall participate in local quality assurance and emergency health services planning activities and committees.

SECTION 14 - CONFIDENTIALITY OF INFORMATION

- 1. It is acknowledged and agreed that information exchanged between the parties for the purposes of carrying out the terms of this agreement is confidential and is subject to the provisions of the Municipal Freedom of Information and Protection Act, R.S.O. 1990, c. M.6, as amended.
- 2. The Operator shall not, at any time, disclose any such information without the consent of the DSSMSSAB first being obtained, except where ordered to under the Municipal Freedom of Information and Protection of Privacy Act by the Information and Privacy Commissioner or by a court of competent jurisdiction.
- 3. Patient information which is submitted by the Operator as part of this Agreement is submitted in confidence and is subject to the provisions of the Freedom of Information and Protection of Privacy Act and all other applicable legislation, including the Personal Health Information Protected Act (Ontario). Neither party shall disclose the information to any person, unless required to do so by legislation (e.g., Freedom of Information and Protection of Privacy Act RSO 1990, c F.31) or ordered to do so by a court of competent jurisdiction.

SECTION 15 - EXCLUSIVITY

- 1. The Operator shall ensure that the vehicles, equipment, material and supplies provided by or paid for by the DSSMSSAB shall be used exclusively for the purpose of discharging the Operator's obligations under this Contract and for no other purpose unless such purpose is authorized, in advance and in writing, by the DSSMSSAB.

SECTION 16 - REPORTS AND RECORDS

- 1. The Operator shall complete, maintain and submit operational and financial reports pertaining to the provision of services herein to the DSSMSSAB Liaison on a monthly basis. The content and format of the reports shall be determined jointly by the Operator and DSSMSSAB Liaison.
- 2. The operational report shall include a summary outlining major written complaints regarding the delivery of ambulance service, accident involving an ambulance vehicle, claim for compensation of damage caused by ambulance operations, or unusual incident as defined in the Regulations pursuant to the Ambulance Act. The DSSMSSAB Liaison has the opportunity to review in detail the above documentation on the Operator's premises.
- 3. The DSSMSSAB shall have access to all records related to ambulance operations under this contract, created in any form and at any of the Operator's business locations, unless prohibited by legislation.

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4. DSSMSSAB reserves the right to undertake an independent audit of the operation and financial records of the land ambulance service.

SECTION 17 – INSURANCE AND INDEMNITY

1. The Operator shall indemnify the DSSMSSAB from and against any and all claims for loss, liability, costs, punitive damages, fees, penalties and expenses directly or indirectly arising from or related to *any act or omission of the Operator, its officers, directors, employees, agents and permitted assigns or any other person for whom it is responsible in connection with the provision of the services contemplated by this Agreement.*
2. For the purpose of Section 17.1 and without restricting the generality of that Section, the Operator shall maintain in full force and effect during the term of this Contract, a policy of comprehensive insurance coverage including: Commercial General Liability, Medical Malpractice, All Risks Property and Automobile insurance.
 - a) Commercial General Liability Insurance, in a form and substance acceptable to the DSSMSSAB, providing inclusive limits of not less than \$10,000,000.00 per occurrence for third party bodily injury and property damage. This policy should cover all activities and operations of the Operator and also include contractual liability, employer's liability and non-owned automobile liability.
 - b) Medical Malpractice coverage in a limit of not less than \$10,000,000.00 per claim should be provided covering all medical acts performed in accordance with this agreement.
 - c) All Risks Property Insurance should be provided to cover all contents and equipment owned by the Operator or that equipment owned by the DSSMSSAB but provided to the Operator for their use to carry out their operations under this agreement. The Operator shall include the DSSMSSAB as a loss payee for any equipment or contents owned by the DSSMSSAB which is in the Operator's possession, for which the Operator is responsible for insuring.
 - d) Automobile Insurance for all vehicles owned by the DSSMSSAB and leased by the Operator to be used in connection with this agreement. Such insurance must name the DSSMSSAB as the registered owner / lessor and should include third party liability limits of at least \$10,000,000.00 and also include physical damage coverage on an All Perils basis with a per vehicle deductible of not more than \$25,000.00.
3. Insurance policy must include the following terms:
 - a clause that adds the DSSMSSAB, its servants, officers, employees and agents, as additional named insured;
 - a clause confirming that the insurance is for replacement value of ambulance vehicles;
 - a cross-liability insurance clause endorsement acceptable to the DSSMSSAB;

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- a clause requiring the insurer to provide thirty days prior written notice to the DSSMSSAB in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;
 - a clause certifying that the protection for the DSSMSSAB under the insurance policy shall not be affected in any way by an act or omission of the Operator or its personnel;
 - a clause including liability arising out of contract or agreement.
4. The Operator shall submit to the DSSMSSAB, proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policy incorporating the terms and causes referred to in Sections 17.2 and 17.3

SECTION 18 - TERMINATION AND AMENDMENT OF AGREEMENT

1. In this Section, "amendment" means any amendment, alteration, substitution, deletion, replacement or other change of or to any one or more of the provisions of this Contract, including the Appendices to this Contract.
2. The parties may, at any time during the term of this Contract, agree to amend this Contract. Any amendment shall be in writing and shall be signed by both parties.
3. Where either party defaults in any obligation under this Agreement, the non-defaulting party shall give the defaulting party thirty (30) days written notice to remedy the default or to demonstrate to the satisfaction of the non-defaulting party that it is endeavouring to remedy the situation. If the default is not remedied (or if remediation has not begun, as the case may be) within the period set out in this Section, the non-defaulting party may, at its sole option, terminate this agreement, on sixty (60) days written notice, without further obligation.
4. Upon termination of this agreement the Operator shall immediately return all vehicles, equipment and unused supplies owned by the DSSMSSAB and Base Hospital Program. Vehicles and equipment purchased outright, and vehicles and equipment leased to own for purposes of this contract shall become property of the DSSMSSAB.
5. Upon termination of this agreement a full accounting of all costs incurred by the Operator to the date of termination will take place. The Operator shall be reimbursed for all costs up to the date of termination and such payment will be made within 30 days of the date of reconciliation.
6. This contract may be terminated by either party without cause upon 6 months written notice to the other party.

SECTION 19 - OPERATOR AS EMPLOYER

1. The personnel of the Operator shall at all times be the employees of the Operator and shall not be the employees of the DSSMSSAB.
2. Without prejudicing either the DSSMSSAB or the Operator with respect to the management of the Operator's human resources and labour relations under this contract, the DSSMSSAB accepts, for reasons of cost containment, financial responsibility for future

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severance payments and termination costs of all kinds which will be paid upon receipt of an invoice from the Operator for that purpose.

SECTION 20 - NOTICES

1. Any notice or other communication by either party to this Agreement to the other, shall be deemed to have been sufficiently given, if mailed registered and postage prepaid or delivered by hand or by facsimile transmission to the other party.
2. Where notice is given by registered mail, it shall be deemed to have been received on the third business day after date of mailing. Where notice is given personally or by facsimile, it shall be deemed to have been received on the date of delivery or facsimile.
3. Each party shall provide the other party with any change in address or telephone, or facsimile number, the proof of which lies upon the party making the change.

Chair
District of Sault Ste. Marie Social Services Administration Board
Social Services Building II
180 Brock Street
Sault Ste. Marie, Ontario
P6A 3B7

Phone: 705 541 7300
Fax: 705 759 5452

Fire Chief
Corporation of the City of Sault Ste. Marie Fire Services
72 Tancred
Sault Ste. Marie, Ontario
P6A2W1

Phone: 705 759 5273
Fax: 705 949 2341

SECTION 21 - FORCE MAJEURE

1. Notwithstanding anything contained in this Agreement, the parties shall not be liable to each other for damages sustained as a result of interruption of service to be provided under this Agreement caused by acts of God, the elements, fire, war or order of any legislative body of duly constituted authority. The Operator shall resume providing service when such cause or contingency ceases to be operative.

SECTION 22 - REPRESENTATIONS AND WARRANTIES

1. The DSSMSSAB and Operator represent and warrant that each is duly authorized and empowered to enter into and carry out the terms and conditions of this Contract.
2. The DSSMSSAB and Operator represent and warrant that there is no claim, action, suit or proceeding pending or to its knowledge threatened against it, and no incorporating statute

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or other instrument to which it is a party or by which it may be bound, which may in any way prevent or interfere with or adversely affect the carrying out of the terms and conditions of this Contract or in any way impair the force and validity of this Contract.

3. The provisions of Sections 14, 17, 18.5 and this Section shall survive the termination of this Agreement.

SECTION 23 - SEIZURES

1. The Operator shall forthwith give notice to the DSSMSSAB of any and all seizures, garnishments, attachments, forfeitures, liens claims, privileges, debts, taxes, charges, pledges or encumbrances of any nature whatsoever which are or may be attached to, or which affect or may affect, the assets of the Operator used in the provision of the services hereunder or the ability of the Operator to provide the service at any time during the term of this Agreement.

SECTION 24 - STATEMENTS

1. No representation, warranty or agreement other than as set forth in this Agreement, shall be binding upon the parties unless expressed in writing, signed by each party and stated or implied as an expressed modification of or permission granted or approved under this Contract.

SECTION 25 - FURTHER ASSURANCES

1. Each of the parties shall, upon the reasonable request of the other, execute such further and other lawful acts, deeds, things, devices and assurances for the better performance of this Contract.

SECTION 26 - VALIDITY

1. The invalidity or unenforceability of any particular provision of this Contract shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid or unenforceable provision were severed and deleted.

SECTION 27 - NON-PERFORMANCE

1. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect its right thereafter to enforce such provision. The waiver of a breach of any provision by either party shall not be taken or be held to be a waiver of any further breach of the same provision or of a breach of any other provision.

SECTION 28 - GOVERNING LAW

1. This contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SECTION 29 - INTERPRETATION

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1. The headings contained in the body of this Contract shall be deemed to have been inserted for convenience for reference only.
2. For the purposes of this Contract, the singular shall include the plural, as the context requires.
3. The prenising clauses contained on page 1 of the contract become warranties, conditions and covenants of the agreement.
4. The Appendices annexed to this Contract shall form part of the Contract as fully as if set forth in the contract.
5. When used in this Contract, the terms "Operator" or "DSSMSSAB" shall be deemed to include their respective servants, officers, employees, agents, authorized representatives and any other persons for whom they are in law responsible.
6. When used in this Contract the term "working days" shall be deemed to mean Monday to Friday excluding holidays.

SECTION 30 - VALUE ADDED

1. Operator agrees to work closely with the DSSMSSAB Liaison to identify innovative and quantifiable opportunities for "Value Added" service enhancements and service cost containment. Decisions concerning their adoption and implementation rest with the DSSMSSAB.

SECTION 31 - SUCCESSION

1. This Agreement shall be binding upon and ensure to the benefit of both the Operator, its successors and assigns as provided in the agreement and the DSSMSSAB, its successors and assigns.

SECTION 32 - PAYMENTS TO THE OPERATOR

1. Operator agrees to operate the land ambulance service in accordance with the approved budget as set out in Appendix "A". Any cost savings would either be returned to the DSSMSSAB or be re-invested with the DSSMSSAB's approval in the land ambulance service.
2. This contract provides for a separation of land ambulance costs into two components:
 - a) Approved annual operating budget based on normal predictable requirements, and
 - b) In year cost increases due to factors beyond the control of the Operator.
3. For the approved annual operating budget it is agreed that:
 - a) The Operator shall be held responsible for the budget forecast relative to the normal operation of land ambulance services for the DSSMSSAB, and must provide the services agreed to within the approved budget.

- b) DSSMSSAB to compensate the Operator on a semi-monthly basis for expenditures incurred in accordance with the approved annual budget. Progress payments will be made on the 15th and last calendar day of each month, and be based on 1/24 of the approved annual operating budget.
- c) An audit will be carried out annually by a firm of Chartered Accountant('s) licensed to practise public accounting in Ontario. Any under-expenditures or surpluses as defined by the annual audit may, at the DSSMSSAB's sole discretion, be returned to the DSSMSSAB, re-invested in the land ambulance service or be used to reduce the subsequent year's operating budget.
- d) The DSSMSSAB may at its discretion and expense have the DSSMSSAB auditors perform such audit as it deems necessary on the land ambulance service.
4. For legitimate in year costs associated with unplanned events beyond the Operator's control, the DSSMSSAB will compensate the Operator through a separate mechanism involving an annual reconciliation and quarterly calculations:
- a) The Operator is required to submit monthly reports identifying areas where such cost increases have occurred and provide justification. The areas where legitimate cost increases may occur are listed below:
- increase in overtime requirements due to decisions by the CACC centre, beyond those included in the budget forecast
 - increases due to uncontrolled and unforeseen sick time utilization beyond what is planned for and covered in the approved operating budget.
 - increases in call volumes or annual vehicle mileage beyond those included in the budget forecast insofar as such increases may impact the cost of consumables e.g., medical supplies, oxygen, fuel, etc
 - increases resulting from changes in the collective agreement beyond those included in the budget forecasts
 - adjustment to benefits required by government agencies and not included in the budget forecast
 - adjustments to benefits such as the Pension Plan not included in the budget forecast
 - adjustment for vehicle repairs in excess of \$3,000 (per Section 8 of this contract) and for increased cost of fuel beyond those provided in the budget forecast
 - cost increases due to value added service changes approved by the DSSMSSAB or as may be required by changes in legislation or regulations
 - costs incurred as a result of non-routine labour relations matters.

Notwithstanding the above, nothing in this agreement prevents the parties from agreeing to include other items as extraordinary expenses.

- b) All requests for payment on such items will either require supporting documentation or be subject to verification by the DSSMSSAB Liaison from such sources as CACC records, government directives, and medical reports, depending on the nature of the claim. The decision of the DSSMSSAB on such matters will be final.
- c) The Operator commits to cover any over-expenditures not included in sub-section 4(a) above. Therefore, before compensating the Operator for allowable items, reconciliation must be made to ensure the intent of the commitment. The DSSMSSAB will carry out an annual reconciliation to determine the amount of additional compensation owing to the Operator using the following formula:

Compensation equals: Actual annual expenditures less approved annual budget less "ineligible" in year costs (i.e., items not listed in Section 4(a) as determined by DSSMSSAB Liaison)

The DSSMSSAB agrees to compensate the Operator by an amount equal to the value generated by the above formula. If the resulting value is negative (i.e., less than zero) then no additional compensation shall be owing or paid.

- d) At the Operator's request, the DSSMSSAB will make quarterly calculations and provide an advance payment if appropriate, within 30 days of the end of each quarter.
 - e) Payments to accommodate unexpected events will not be built into the base-operating budget for subsequent years unless the cost increase relates to such items which are of a permanent nature.
 - f) Value added changes that result in reductions or increases in expenditures shall be taken into account in the calculation of the reconciliation and will be built into the base-operating budget for subsequent years.
5. For start up costs the DSSMSSAB will compensate the Operator through the following mechanism:
 - a) Operator to submit invoices to the DSSMSSAB on a monthly basis in accordance with the proposed start up budget, as contained in Appendix "F" together with supporting documentation
 - b) Requests for payment on such items will be subject to verification by the DSSMSSAB
 - c) DSSMSSAB to make payment within 30 days following verification of the requests
 6. Both parties agree to actively work together to identify and implement opportunities for cost savings and cost containment.

SECTION 33 - ASSIGNMENT

1. Both parties acknowledge that neither may assign their obligations, rights, entitlements or benefits under this Agreement without the written consent of the other party, which consent may not be arbitrarily withheld.

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DATED AT _____ this _____ day of _____, 2008

Witness

MAYOR JOHN ROWSWELL

CLERK DONNA IRVING

FOR THE CORPORATION OF THE CITY OF SAULT STE.
MARIE

Witness

PAT MICK , CHAIR OF THE DSSMSSAB

DAVID EDGAR, VICE CHAIR OF DSSMSSAB

FOR THE DISTRICT OF SAULT STE. MARIE SOCIAL
SERVICES ADMINISTRATION BOARD

SCHEDULE "A"

Land Ambulance (Emergency Medical Services)

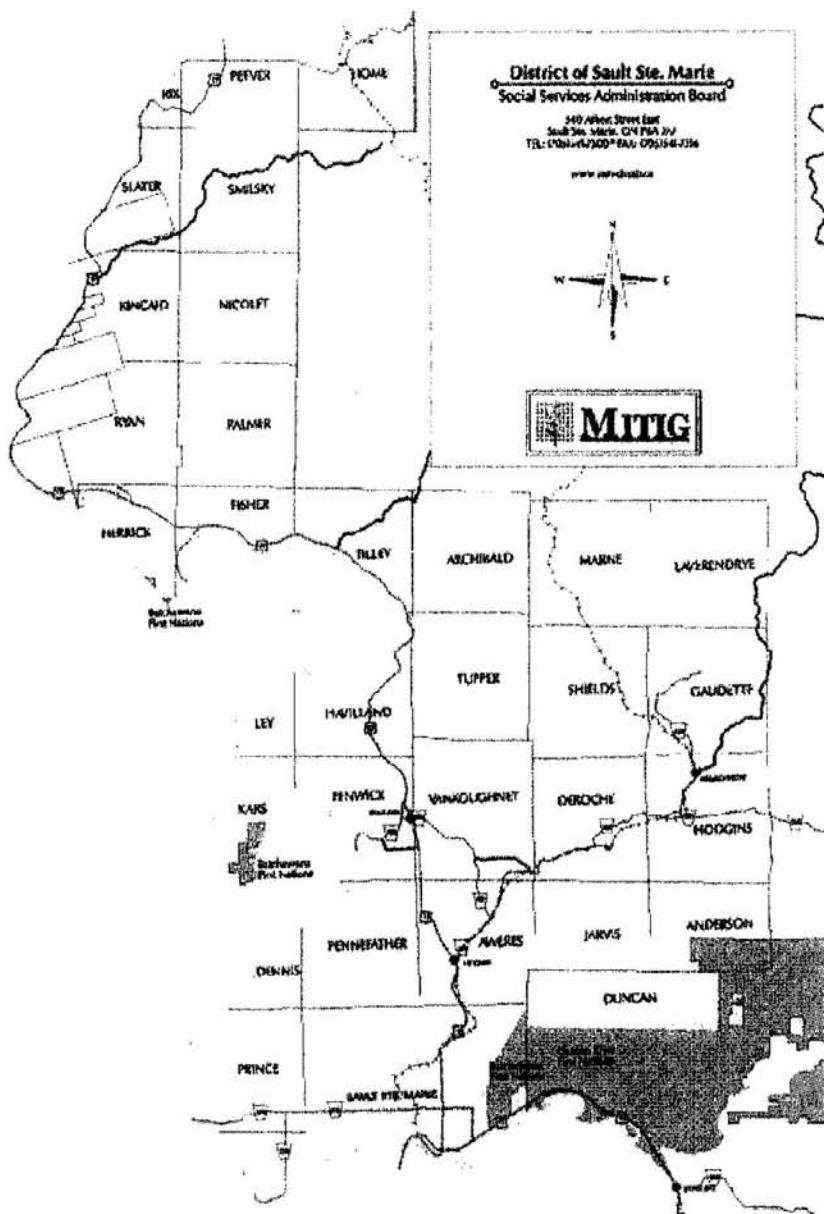
BUDGET SCHEDULE

\$3,420,000

1. The Board agrees to make monthly payments of \$285,000 to the City for the services under this agreement.
2. The Board and the City agree that for the term of this contract that there will be an annual reconciliation of service costs and that the Board agrees to pay to the City such costs not covered through the agreed upon monthly payments as outlined in #1 above.
3. The amount set out above may be amended by the Board and the City upon mutual agreement of the parties. In the case of the City a resolution from city council would be sufficient evidence of agreement. In the case of the Board a resolution from the Board shall be sufficient evidence of agreement to the new amount.

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APPENDIX "B" – REFERENCE MAP



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APPENDIX C
APPROVED STAFFING PATTERNS

	# Days	Shift	# Hrs.	# Veh's	Staff on Site	Wkly On Site	Yrly On Site
Mon - Sun	7	07:00 - 19:00	12	3	6	504	26,280
Mon - Sun	7	19:00 - 07:00	12	3	6	504	26,280
TOTALS						1,008	52,560

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APPENDIX "D"
DISPUTE RESOLUTION THROUGH BINDING ARBITRATION

In the event that a dispute between the DSSMSSAB and operator occurs and the parties are unable to resolve the dispute either on their own or by way of mediation, then the parties shall refer the dispute for binding arbitration according to the following procedure:

1. All existing actions in respect of the matters under arbitration will be stayed pending arbitration.
2. All outstanding claims and matters to be settled are to be set out in a schedule.
3. Only such claims and matters as are in the schedule will be arbitrated.
4. Before proceeding with the arbitration, the parties shall confirm that all matters in dispute are set out in the schedule.
5. The Board shall be composed of three arbitrators:
 - a. One appointed by the Operator
 - b. One appointed by the DSSMSSAB
 - c. One appointed by the first two and who shall act as chairperson
6. Each party shall pay the cost of its appointee and its associated cost of the action. The fee for the chairperson, and any experts and others appointed by the Board of Arbitrators, will be shared equally. Such cost shall not be an eligible expense under this contract.
7. A sole arbitrator may adjudicate the dispute where expressly agreed by the Operator and DSSMSSAB.
8. Appointees shall not be interested financially in the Contract nor in either party's business and shall not be employed by either party.
9. The decisions of two arbitrators shall bind the third. Where there is no agreement between two arbitrators the decision of the chairperson will be final.
10. The board may appoint experts to assist it.
11. The board is not bound by the rules of evidence which govern the trial of cases in court by may hear and consider any evidence which it considers relevant.
12. The DSSMSSAB will provide accommodation for the hearing in the DSSMSSAB's facilities, and where this is not possible; will share the cost of obtaining appropriate facilities.
13. The hearing will commence within 90 days of the appointment of the chairperson.
14. The award will be made within 90 days of the conclusion of the hearing unless the board extends the time for making the award. The time shall not be extended beyond 180 days from the date of the appointment without the consent of both parties. Were the award is not made within these time limits the parties may proceed to court or continue their existing actions.
15. The board will have no power to award costs except where one of the parties fails to attend a hearing and it is necessary to adjourn until another date. In such case, the board may require the absent party to bear the costs of the adjourned hearing.

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-221

AGREEMENT: (No. L-328) - A by-law to authorize the execution of a Lease Agreement entered into between the District of Sault Ste. Marie Social Services Administration Board and The Corporation of the City of Sault Ste. Marie for premises known civically as 65 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 made between The Corporation of the City of Sault Ste. Marie and the District of Sault Ste. Marie Social Services Administration Board.

2. **SCHEDULE "A"**

Schedule "A" hereto form 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 1st day of December, 2008.

MAYOR JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

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 SOLICITOR

10(d)

THIS LEASE made in duplicate the
Forms of Leases Act.

In pursuance of the Short

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

hereinafter called the "City"

OF THE FIRST PART

- and - **THE SAULT STE. MARIE DISTRICT SOCIAL SERVICES
ADMINISTRATION BOARD**

hereinafter called the "DSSAB"

OF THE SECOND PART

WHEREAS The City as the owner of lands and premises located at 65 Old Garden River Road and

WHEREAS The DSSAB is responsible for the delivery of land ambulance services carried out under contract with the City of Sault Ste. Marie and operated by its Fire Services, EMS Division, hereinafter referred to as EMS and

WHEREAS It is both practical and desirable that EMS operate from the subject premises now therefore in consideration of the mutual covenants and conditions herein the parties have agreed as follows:

1. This agreement shall be enforced for a term of ten (10) years commencing January 1, 2008 up to December 31, 2018.
2. The DSSAB agrees to pay rent to the City in the amount of \$127,586.90 per year. Rent will be adjusted annually in accordance with the Consumer Price Index (CPI). It is agreed between the parties hereto that the total rent is calculated according to the following formula:

Living/office space = 3863.35 square feet @ \$19.00 per square foot
for a total of \$73,403.65

Apparatus floor space = 5703.5 square feet @ \$9.50 per square foot
for a total of \$54,183.25

10(d)

The combined flat rental rate of \$73,403.65 plus \$54,183.25 for a total of \$127,586.90 per year.

3. The DSSAB agrees to pay the rental payment to the City annually commencing January 1, 2008 for the term of this lease.
4. It is agreed by the parties hereto that in the event that the City ceases to provide ambulance service at any point in the future this agreement shall terminate forthwith.
5. The DSSAB shall not assign this agreement without the consent in writing of the City.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers dually authorized in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of

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

MAYOR, JOHN ROWSWELL

CITY CLERK, DONNA P. IRVING

**THE DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD**

**P. G. Mack
BOARD CHAIR**

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2008-218

LICENCE OF OCCUPATION: (L-280) A by-law to authorize the Licence between Transport Canada and the City for the purpose of maintaining and operating the Millenium water fountain.

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 Licence in the form of Schedule "A" hereto dated December 1, 2008 and made between Transport Canada and the City for the purpose of maintaining and operating the Millenium water fountain.

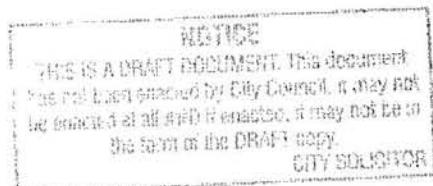
2. **SCHEDULE "A"**

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 1st day of December, 2008.



MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

10(e)



Transport Canada
Transports Canada

SCHEDULE "A"

ORIGINAL - ORIGINALE

LICENCE

PERMIS

NO. N

C0811156

DEPT'L REFERENCE - REFERENCE DU MINISTÈRE

FILE NO. - N. DU DOSSIER

EMH 7701-625-9

ISSUED BY THE
MINISTER OF
TRANSPORT TO
DELIVRÉ PAR LE
MINISTRE DES
TRANSPORTS A

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

DATE FOR AUTHORIZING OR ISSUING PERMIT - DATE D'AUTORISANT LE PERMIS
Federal Real Property Act
P.C. 1992-1836 dated 27 August 1992

DATE FOR LICENCE - DE PERMIS - DA - DE - D

PUBLIC WORK CONCERNED - ENTREPRISE CONCERNÉE

Sault Ste. Marie, Ontario

DESCRIPTION

For the purpose of maintaining and operating a floating water fountain.

TERM
TERME



DURING PLEASURE - AU BON PLAISIR

FROM
DU

June 1, 2008 to
May 31, 2011

RENTAL - LOYER

MEMORANDA - NOTES

10(e)

LICENCE

PERMISSION IS HEREBY GIVEN by Her Majesty the Queen in right of Canada as represented herein by the Honourable the Minister of Transport, Infrastructure & Communities ("Licensor") to

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

of the City of Sault Ste. Marie, Province of Ontario ("Licensee") to use certain space consisting of

ONE THOUSAND NINE HUNDRED AND THIRTY FIVE SQUARE METRES (1,935 M²)

more or less, (being a water lot on St. Mary's River) to be used for the purpose of maintaining and operating a floating water fountain ("Millennium Fountain") at approx. 50 M from the shoreline, linked by a power line on the bottom of the river.

only upon lands of the Licensor ("Premises") described generally in Schedule "A" annexed hereto which space may be more particularly designated from time to time by the Regional Director (Ontario), Programs, Transport Canada ("Regional Director").

DEFINITIONS

1. In this Licence:

- (a) "Licensor" means the Minister of Transport, Infrastructure and Communities and includes any person authorized by the Minister of Transport, Infrastructure & Communities pursuant to section 12 of the Department of Transport Act (Ch. T-1.8, RSC 1985), to act on his behalf
- (b) "Hazardous Substances" means any substance which is hazardous to persons, plants, animals, waterlife and which affects the soil of or water in, on, over, or under the Licensed Premises, and any structures thereon; and
- (c) "Remedial Work" means any work required to remedy an adverse environmental condition caused by the existence of a Hazardous Substance affecting the soil of or the water in, on, over or under the Licensed Premises, and any structures thereon, which is required under (a) applicable Federal Environmental laws of general application as amended or (b) applicable Provincial Environmental laws of general application, as amended.
- (d) "Regional Director" means the Regional Director, Programs, Ontario Region, Transport Canada.

UPON THE FOLLOWING TERMS AND CONDITIONS which the Licensee hereby accepts and agrees to perform and abide by:

ARTICLE I TERM

LENGTH OF TERM

- 1. (1) Subject to subsection (2) this Licence shall be for a term of THREE (3) YEARS commencing on the FIRST day of JUNE, 2008, and ending on the THIRTY FIRST day of MAY, 2011.

TERMINATION

1. (2) This Licence may be terminated at any time:
 - (a) By the Licensee upon sixty (60) days' notice in writing, signed by the Licensee and delivered to or mailed addressed to the Licenser in accordance with Article 8 of this Licence; or
 - (b) By the Licenser upon reasonable notice, not less than sixty (60) days' notice in writing, signed by or on behalf of the Licenser, and delivered or mailed to the Licensee in accordance with Article 8 of this Licence.
1. (3) If this Licence is terminated in accordance with subsection (2) the annual Licence fee referred to in Article 2 shall be apportioned as of the date of termination.

**ARTICLE 2
FEES**

2. (1) Subject to subsection (2), the Licensee shall pay to the Licenser through the Honourable the Receiver General for Canada for the time being, in lawful money of Canada, a Licence fee as follows:
 - (a) **EIGHT HUNDRED FIFTY ONE DOLLARS AND FORTY CENTS (\$851.40)** per annum, all as determined to the satisfaction of the Licenser, payable annually in advance, commencing on the FIRST day of JUNE, 2008.
 - (b) **EIGHT HUNDRED SIXTY EIGHT DOLLARS AND FORTY-TWO CENTS (\$868.42)** per annum, all as determined to the satisfaction of the Licenser, payable annually in advance, commencing on the FIRST day of JUNE, 2009.
 - (c) **EIGHT HUNDRED EIGHTY FIVE DOLLARS AND SEVENTY-EIGHT CENTS (\$886.78)** per annum, all as determined to the satisfaction of the Licenser, payable annually in advance, commencing on the FIRST day of JUNE, 2010.

INTEREST ON FEES IN ARREARS

2. (2) Without waiving any other right of action of the Licenser in the event of default of payment of fees hereunder, in the event that the Licensee fails to pay any amount of the Licence Fee on the date on which it becomes due and payable, the Licensee shall pay interest at the Interest Rate as defined herein, on any such amount calculated from the date the Licensee was required to pay such amount to the date all arrears are paid. All interest shall be compounded monthly and shall apply retroactively from the date it is due.

PAYMENT OF FEES WITHOUT ANY ABATEMENT

2. (3) The Licensee shall pay all Licence fees herein reserved without any abatement or deduction whatsoever.

**ARTICLE 3
LICENCED PREMISES, SERVICES, IMPROVEMENTS**PAYMENT OF TAXES

3. (1) The Licensee shall pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the existence of this Licence be lawfully imposed or become due and payable upon or in respect of the Premises.

COMPLIANCE WITH REGULATIONS

3. (2) The Licensee shall in all respects abide by and comply with all lawful rules, regulations and by-laws of municipalities and other governing bodies, in any manner affecting the operations conducted by the Licensee hereunder or in respect of the Premises.

Initial

NO TRANSFER

3. (3) No transfer of this Licence or any rights hereunder shall be made by the Licensee. A new Licence is required for successor companies.

PUBLIC USE

3. (4) The Licensee shall not have any exclusive right to use the Premises or interfere with the public use thereof.

NO CLAIM TO PREMISES

3. (5) The Licensee shall have no claim to or interest in the Premises or to the use thereof other than as herein provided.

ACCESS TO PREMISES

3. (6) The Licensor, through the servants or agents of Her Majesty the Queen in right of Canada, shall at all reasonable times and for all purposes have full and free access to any part of the Premises.

LICENEE ALTERATIONS

3. (7) The Licensee shall not, without the prior written consent of the Regional Director, make any alterations or erect or cause or permit to be erected on the Premises any buildings or structures whatever and shall not have any machinery or equipment on the Premises which, in the opinion of the Regional Director, may be hazardous or interfere with the public use of the Premises.

REMOVAL OF CHATTELS

3. (8) The Licensor shall have the right upon the termination of this Licence, to require the Licensee to remove its installations, alterations, additions or fixtures or things placed or installed on the Premises and to make good any damages caused to the Premises at the sole cost and expense of the Licensee, in accordance with code requirements and environmental regulation legislation.

DAMAGE TO PREMISES

3. (9) The Licensee shall not during the currency of this Licence do, suffer or permit to be done any act or thing which may impair, damage or injure the Premises, or any part thereof, beyond the damage occasioned by normal wear and tear, and shall, at the Licensee's own cost and expense, repair and renew all portions of the Premises which may at any time by the Licensee be damaged, other than damages by normal wear and tear.

RESTORE PREMISES

3. (10) If the Licensee fails to comply with the request referred to in subsection (7) or fails to comply with subsection (9), the Licensor may require the Licensee to carry out such activity as is necessary and restore the Premises to its original state at the commencement of this Licence and shall be entitled to full compensation from the Licensee.

CONTROL AND MANAGEMENT

3. (11) The Licensee shall not carry out any activities that in any way interfere with the control and management of the Premises by the Regional Director.

MAINTAIN CLEAN PREMISES

3. (12) The Licensee shall at all times during the currency of this Licence keep the Premises in a sanitary and clean condition, in all respects to the entire satisfaction of the Regional Director and at the sole cost and expense of the Licensee.

10(e)

LICENSOR REPAIRS AND IMPROVEMENTS

3. (13) If it becomes necessary or expedient, for the purposes of repairs or improvements on the Premises, that the property of the Licensee be temporarily removed, the Regional Director may by a notice in writing providing a reasonable period of time, order the Licensee to remove the same and if the Licensee fails to comply with such notice forthwith the Licensor may require the Licensee to remove the property of the Licensee without the Licensor becoming thereby liable for damages of any nature, and may collect from the Licensee all expenses occasioned by reason thereof.

3. (14) The Licensee, upon complying with the notice referred to in subsection (14), may, if the Regional Director deems it expedient and the progress of the work is not thereby interfered with, temporarily maintain the property of the Licensee in such manner and at such other location as the Regional Director may direct; the Licensee bearing all expenses and assuming all risk or damage.

3. (15) Upon the completion of the repairs or improvements referred to in subsection (14) the property of the Licensee may, if deemed expedient by the Regional Director, again be installed and maintained at their original location on the Premises, all at the cost and expense of the Licensee.

ARTICLE 4 LIABILITY AND INDEMNITY

NO CLAIM OR DEMAND

4. (1) If, during the existence of this Licence any materials, supplies, articles, effects and things, at any time brought, placed or made upon the Premises for the purposes of the operations of the Licensee hereunder, should, from any cause or causes whatever, be in any manner interfered with, damaged, injured or destroyed, the Licensee shall not by reason thereof have any claim or demand against the Licensor, or the servants or agents of Her Majesty the Queen in right of Canada, nor be entitled to any reimbursement, compensation nor indemnity, unless such damage or injury is due to the negligence of any officer or servant of Her Majesty the Queen in right of Canada while acting within the scope of their duties or employment.

LICENSOR LIABILITY AND INDEMNITY

4. (2) The Licensee agrees that the Licensor shall not be liable for any claims in any manner based upon, occasioned by, or in any way attributable to the permission hereby granted.

RELEASE AND INDEMNIFICATION OF LICENSOR

4. (3) Save and except as in this Licence specifically referred to, the Licensee hereby expressly releases the Licensor from any claims whatsoever which the Licensee would be entitled to advance but for this release, and covenants and agrees to indemnify and save harmless the Licensor from and against any and all claims, demands, losses, liabilities, obligations and expenses (including legal costs) the Licensor may suffer or incur by reason for any claim asserted by any person resulting or arising out of or relating to:

- (a) the Licensed Premises and any act, omission, misconduct, default or negligence of the Licensor, its agents, contractors, employees and servants
- (b) any breach, violation or non-performance of any covenant, condition, agreement or obligation in this Licence on the part of the Licensee
- (c) the occupancy or use of the Licensed Premises by the Licensee, its agents, contractors, employees, servants, licensees or anyone permitted to be on the Licensed Premises and for whom in law the Licensee may be responsible
- (d) directly or indirectly from the state or condition or any activity or event occurring in, upon or about the Premises
- (e) any inability to develop any part of the Licensed Premises for any reason whatsoever

10(e)

(f) any substance:

- (i) which is present on the Licensed Premises at any time during the Term or after expiry or termination of this Licence, or,
- (ii) which was released, spilled, leaked or flowed from the Licensed Premises any time during the Term or after the expiry or termination of this Licence provided it was present on the Licensed Premises prior to the expiry or termination of this Licence and which causes or contributes to an adverse environmental condition.

**ARTICLE 5
INSURANCE**

(1) The Licensee shall, immediately upon the execution of this Licence, obtain and, at all times during the continuance of this Licence, maintain public liability and property damage insurance in the amount of \$5,000,000.00 against personal injuries, death and loss or damage to property with an insurance company or companies and in such form as approved by the Lessor, so as to fully cover the Licensee's liabilities to any firm, person, association or corporation, resulting from, or attributable to the operation conducted by the Licensee on the Premises and shall deposit evidence of such insurance satisfactory to the Lessor with the Lessor at the address indicated in Article 8. (2) of this Licence.

**ARTICLE 6
ENVIRONMENT**

POLLUTION

6. (1) The Licensee shall not discharge, or cause or permit to be discharged or howsoever to get into the said harbour any deleterious material, noxious, contaminated or poisonous substances, including petroleum and petroleum products, all as determined by the Lessor in consideration of applicable government standards whose decision shall be final, and if at any time and from time to time during the currency of this Licence, any pollution is caused to the said harbour by reason or as a result of the operations of the Licensee, as to all of which the Lessor shall be the sole judge, and the decision shall be final, the Licensee shall forthwith upon receipt of a notice in writing from the Lessor undertake, prosecute without interruption and complete the work of removal of such pollution material from the said harbour, at the cost and expense of the Licensee and to the satisfaction of the Lessor, and in case the Licensee fails to carry out its obligations under this clause to remove such pollution material from the said harbour, the Lessor may cause such to be undertaken, prosecuted and completed, all at the cost of the Licensee, and the Licensee shall, forthwith upon demand therefor, reimburse the Lessor for all cost and expense incurred by the Lessor in the performance of such work and all other costs and expenses connected therewith or incidental thereto, and all such costs and expenses shall constitute a debt payable by the Licensee to the Lessor.

PARAMOUNTY

6. (2) Notwithstanding anything contained in this Licence relating to any provincial or municipal law, statute, by-law, regulation, code or other enactment, the Lessor hereby declares that no such reference shall be interpreted, construed or implied as a recognition by the Lessor that the Province of Ontario, any municipality, or any provincial or municipal law, statute, by-law, regulation, code or other enactment, has any jurisdiction over the Lessor or the Premises and any structures thereon.

LICENSOR'S ENVIRONMENTAL ASSESSMENT REPORT

6. (3) The Lessor has undertaken, at its cost, an investigation of the environmental conditions of the harbour bed (the "Lessor's Environmental Assessment Report") of the Premises and any structures thereon, to develop an estimate of material adverse environmental conditions, if any, affecting the soil or water in, on, over or under the Premises, and any structures thereon, and the Remedial Work required.

The Lessor's Environmental Assessment Report shall be prima facie evidence between the parties hereto as to the existence of any Hazardous Substances affecting the soil or the water in, on, over or under the Premises, and any structures thereon, and the quantity thereof immediately prior to the commencement date of this licence agreement.

6. (4) The Licensor shall have unrestricted and unimpeded access to the Premises and any structures thereon, at all times and without cost in order to perform or have performed the Remedial Work for which She is responsible under the Licensor's Environmental Assessment Report.

6. (5) In the event the Licensor elects to perform or have performed the Remedial Work for which the Licencee is responsible, the Licensor shall give prior notice to the Licencee before entering the Premises and any structures thereon unless such Remedial Work is required on an emergency basis. The Licensor shall have unrestricted and unimpeded access to the Premises and any structures thereon, at all times and without cost in order to perform or have performed the Remedial Work.

6. (6) In the exercise of the provision of Article 6 (4) and (5) above, the Licensor shall be responsible for any damage caused to the installation of the Licencee.

LICENCEE'S CONSULTANT REPORT

6. (7) The Licencee will, at the expiration or earlier termination of this Licence, commission at its sole expense an environmental investigation which may require the inclusion of an environmental audit and the preparation of an environmental audit report (the "Licencee's Consultant Report"), which will satisfy the Licensor that the Licencee has undertaken to develop an estimate of material present which may result in adverse environmental conditions of the soil of or the water in, on, over or under the Premises and any structures thereon which are in excess of those identified in the Licensor's Environmental Assessment Report undertaken immediately prior to the commencement date of this Licence, and the Remedial Work required.

The Licencee shall furnish to the Licensor a copy of the Licencee's Consultant Report forthwith upon receipt of the said report by the Licencee.

The Licencee's Consultant Report shall be prima facie evidence between the parties hereto as to the existence of any additional Hazardous Substances, in excess of those identified in the Licensor's Environmental Assessment Report, affecting the soil of or the water in, on, over or under the Premises and any structures thereon, and the Licencee agrees to undertake, or have undertaken on the Licencee's behalf, any Remedial Work required to restore the Premises to their original environmental condition as existed on the commencement date of this Licence.

LIMITATIONS ON LICENSOR'S LIABILITY

8. (8) The Licensor's obligations shall be restricted to Hazardous Substances present in the soil of or the water in, on, over or under the Premises and any structures thereon prior to the commencement date of this agreement.

The Licensor's obligations herein are for the exclusive benefit of the Licencee and successors and permitted assigns and shall not be for the benefit of any other person.

For greater certainty, it is agreed that in no event shall the Licensor be responsible or liable for Remedial Work relating to any Hazardous Substance:

- (a) to the extent that such Hazardous Substance was added to or put in the soil in, on, over or under the Premises and any structures thereon on or after the commencement date of this Licence;
- (b) to the extent that any act or omission or any person on or after the commencement date of this agreement contributed to any substance becoming a Hazardous Substance;
- (c) which, on or after the commencement date of this agreement, is released, spilled, leaks or flows from any container, tank, pipe, conduit, tube or any related or other equipment in which any Hazardous Substance is contained or by or through which any Hazardous Substance is transmitted or transported; or

As asbestos contamination is in large part related to the condition of the asbestos containing material, the need for remedial work should be addressed to the material that is friable or exposed where there is a likelihood of the material becoming an airborne particulate and/or where it may possibly be ingested. The presence of asbestos containing materials does not in all circumstances constitute a hazard.

Where the Licencee through error or omission has allowed or brought to pass the creation of an asbestos hazard, then it should be the Licencee's responsibility to rectify the situation at his cost.

ACCESS FOR ENVIRONMENTAL TESTING

6. (9) The Licensor and Her officers, servants, employees, agents, contractors, subcontractors and consultants shall have unrestricted and unimpeded access to the Premises and any structures thereon at all times for the purpose of making soil, water or other environmental tests, measurements, or surveys to determine the existence of any Hazardous Substance in the soil of or water in, on, over or under the Premises and any structures thereon which may cause or contribute to an adverse environmental condition, provided that the Licensor shall do so at its own expense and at its own risk and shall not interfere with the operations of the Licencee at the Premises and any structures thereon and shall return the Premises and any structures thereon to the state in which they were before the commencement of such action. No action taken by the Licensor hereunder shall constitute a trespass.

COMPLIANCE WITH LAWS

6. (10) Without limiting the generality of any other covenant herein, the Licencee shall, at its own cost and expense, comply with all applicable laws from time to time in force relating to environmental matters, the manufacture, use, storage, disposal and transportation of any Hazardous Substance and the protection of the environment generally and shall immediately give written notice to the Licensor of the occurrence of any event caused by the Licencee in the soil of or water, in, on, over or under the Premises and any structures thereon constituting an offence thereunder or a breach of this provision and, if the Licencee shall, either alone or with others, cause the happening of any such event, the Licencee shall, at its own expense:

- (a) immediately give the Licensor written notice to that effect and thereafter give the Licensor from time to time written notice of the extent and nature of the Licencee's compliance with the following provisions of this subsection;
- (b) promptly perform any Remedial Work which will result in conformity and compliance with all applicable laws governing such Hazardous Substance;
- (c) if requested by the Licensor, obtain a certificate from an independent consultant designated or approved by the Licensor verifying the complete and proper compliance with the requirements of any applicable law relating to such Hazardous Substances or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this subsection;
- (d) promptly cease any activity which caused or permits any Hazardous Substance to be released, spilled, leaked or to flow onto or into the soil of or water in, on, over or under the Premises, and any structures thereon or any adjacent land, air or water or results in Hazardous Substance being released into the environment; and
- (e) if requested by the Licensor, obtain a certificate from an independent consultant designated or approved by the Licensor verifying that any activity referred to in Paragraph (d) above has ceased.

The Licencee shall, at its own cost and expense, remedy any damage to the Premises and any structures thereon or adjacent land, air or water caused by the occurrence of any such event in the soil of or water in, on, over or under the Premises and any structures thereon or caused by the performance or lack of performance of any of the Licencee's obligations under this section.

If any governmental authority having jurisdiction shall require the clean-up of any Hazardous Substance held, released, spilled, leaked, abandoned, flowing onto or into or placed upon the soil of or water in, on, over or under the Premises and any structures thereon or any adjacent land, air or water or released into the environment on or after the commencement date of this agreement as a result of any use of the whole or any part of the Premises and any structures thereon on or after the commencement date of this agreement then the Licencee shall, at no cost to the Licensor, prepare all necessary studies, plans and proposals and submit the same to the Licensor for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the Remedial Work required, and shall keep the Licensor fully informed and provide to the Licensor full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans. The Tenant further agrees that if the Landlord determines, in Her own discretion, that the Landlord, Her property or Her reputation is placed in jeopardy by the requirement for any such Remedial Work, the Landlord may Herself undertake such Remedial Work or any part thereof at the expense of the Tenant.

ENQUIRIES BY LICENSOR

6. (11) The Licencee hereby authorizes the Licensor to make enquiries from time to time of any government or governmental agency with respect to the Licencee's compliance with any applicable environmental laws pertaining to the Licencee, the Licencee's business as conducted on or from the



Premises and any structures thereon, including any law pertaining to an adverse environmental condition and the protection of the environment; and the Licencee covenants and agrees that the Licencee will from time to time forthwith on demand provide to the Licensor such written authorization as the Licensor may reasonably require in order to facilitate the obtaining by the Licensor of such information.

OWNERSHIP OF HAZARDOUS SUBSTANCES

6. (12) If the Licencee shall bring, permit, suffer or create in or on the Premises and any structures thereon any Hazardous Substance or if the conduct of any business or undertaking on any part of the Premises and any structures thereon or the use of any part of the Premises and any structures thereon shall cause there to be any Hazardous Substances upon the whole or any part of the Premises which cause or contribute to any adverse environmental condition then, notwithstanding any rule of law to the contrary, such Hazardous Substances shall be and remain the sole and exclusive property of the Licencee and shall not become the property of the Licensor notwithstanding the degree of affixation of the substance or the goods containing the Hazardous Substance to the Premises and any structures thereon and notwithstanding the expiry or early termination of this agreement.

SURVIVAL OF COVENANTS

6. (13) The obligations of the Licencee hereunder relating to Hazardous Substances referred to in this Licence shall survive the expiry or early termination of this agreement save only that, to the extent that the performance of these obligations requires access to or entry upon the Premises or any part thereof and any structures thereon, the Licencee shall have such entry and access only at such times and upon such terms and conditions as the Licensor may, from time to time specify; and the Licensor may, at . ~.. the Licencee's cost and expense, Herself or by Her officers, servants, employees, agents, contractors, subcontractors, and consultants, undertake the performance of any necessary Remedial Work in order to complete such obligations of the Licencee; but having commenced such Remedial Work, the Licensor shall have no obligation to the Licencee to complete such Remedial Work.

ARTICLE 7 GENERAL

MEMBERS OF THE HOUSE OF COMMONS

7. (1) No member of the House of Commons of Canada shall be admitted to any share or part of this Licence or to any benefit to arise therefrom.

SUPPLEMENTARY AGREEMENT

7. (2) If at any time during the continuance of this Licence the parties shall deem it necessary or expedient to make any alteration or addition hereto, they may do so by means of a written agreement between them which shall be supplemental hereto and form part hereof.

NON-WAIVER

7. (3) The failure by the Licensor or their authorized representative, as the case may be, to require the fulfillment of the obligations or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

ENTIRE AGREEMENT

7. (4) No implied terms or obligations of any kind by or on behalf of the Licensor shall arise from anything in this Licence, and the express covenants and agreements herein contained and made by the Licensor are the only covenants and agreements upon which any rights against the Licensor may be founded.

7. (5) This Licence supersedes all previous negotiations and documents in relation to the subject matter hereof.

ADDITIONAL PROVISIONS

7. (6) All the provisions of the schedule annexed hereto form part of this Licence.

7. (7) In the event of any inconsistency between the terms and conditions of this Licence and the contents of the schedule annexed hereto, the terms and conditions of this Licence shall take precedence over the schedule.

7. (8) As an acceptance condition of this Licence by the Licensor, the Licencee undertakes to provide together with the executed original(s) of this Licence an up-to-date survey (by an Ontario Land Surveyor) of the exact location and area where the Premises are situated.

CONTINUED OPERATIONS

7. (9) If, after the expiration or termination of this Licence, the Licencee shall continue operations on the Licensed premises, with or without the consent of the Licensor, but without execution of a new Licence or a renewed Licence, the Licencee shall be a Licencee from month to month at a monthly fee, for the time of such continued operations, of one-twelfth plus ten percent of one-twelfth of the annual fee payable immediately prior to the period of continued operations, payable in advance on the first day of each month and subject in all respects to the same terms as are herein set out, in so far as they are applicable to a Licence from month to month, and upon the termination of the Licence from month to month, any fee payments during the period of continued operations shall be considered as payments on account only and in the event that this Licence is renewed by agreement between the parties or a new other than a Licence from month to month.

HEADINGS

7. (10) Any note appearing as a heading in this Licence has been inserted for convenience and reference only, and of itself cannot define, limit or expand the scope or meaning of this Licence or any of its provisions.

ARTICLE 9 NOTICES

9. (1) When anything is required to be done by the Licensor pursuant to this Licence, it may be done by anyone authorized in writing by the Regional Director.

9. (2) All notices and communications to the Licensor in connection with this Licence shall be addressed to

Regional Director, Programs (Ontario)
Transport Canada
4900 Yonge Street
4TH floor
Toronto ON, M2N 6A5

or such other address as the Licensor may advise the Licencee from time to time in writing.

9. (3) All notices and communications to the Licencee in connection with this Licence shall be addressed to

The Corporation of the City of Sault Ste. Marie
Level IV - Civic Centre
99 Foster Drive
Sault Ste. Marie ON P6A 5N1
Attention: Legal Department

or such other address as the Licencee may advise the Licensor from time to time in writing.

9. (4) Any notice to the parties hereunder shall be effectively given if sent by letter, telegram or telex addressed to the party at its address as indicated above. Any notice so given shall be deemed to have been received by the other party at the time and when in the ordinary course, such letter, telegram or telex should have reached its destination.

10(e)

IN WITNESS WHEREOF the parties have executed this License on the 1ST day of
December, 2008.

EXECUTED on behalf of the
Licensor in the Presence of

卷之三

) For The Minister of Transport,
Infrastructure & Communities
) (Licensor)

Witness

卷之三

EXECUTED by the Licensee in the
Presence of

卷之三

The Corporation of the City of Sault Ste. Marie

Witness

Mayor - John Bowswell

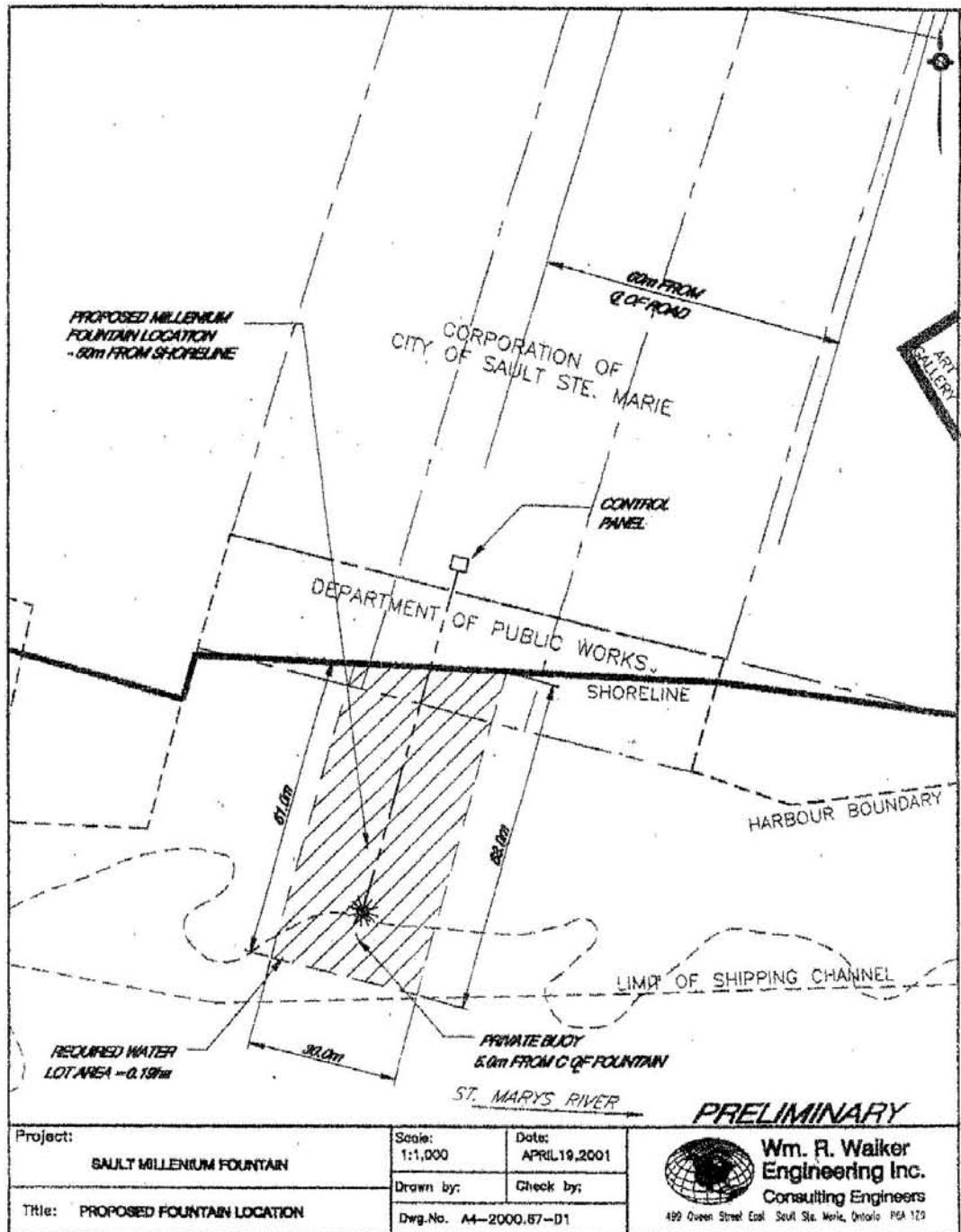
City Clerk - Donna P. Irving

10(e)

SCHEDULE "A"

A water lot of more or less 1935 square meters in the St. Mary's River, situated immediately east of Brock St. (as shown on an interim drawing #A4-2000.67-01 by Wm.R.Walker Engineering Inc.), in The Municipality of Sault Ste. Marie, Ontario to be used for maintaining and operating a floating water fountain ("Millenium Fountain") at approx. 50 M from the shoreline, linked by a power line on the bottom of the river, as shown on the attached drawing A4-2000.67-D1 of Wm.R.Walker Engineering Inc. This drawing to be replaced with the survey mentioned in paragraph 7. (8) of this "Licence".

10(e)



10(f)

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2008-215

OFFICIAL PLAN AMENDMENT: A by-law to adopt
Amendment No. 157 to the Official Plan (Local Union 1036).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows;

1. The Council hereby adopts Amendment No. 157 the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

Read THREE TIMES and PASSED in open Council this 1st day of December, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

NOTICE
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City SOLICITOR

Council resolutions/2008/215

10(f)

AMENDMENT NO. 157
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Residential policies.

LOCATION

Lots 10-19 on Plan 355, located on the west side of Korah Road, bounded by Dovercourt Road to the north, and Devon Rd. to the south, having Civic No. 395 Korah Road.

BASIS

This Amendment is necessary in view of a request to utilize the subject property for a private training facility, with accessory offices not to exceed 300m² Gross Floor Area.

City Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

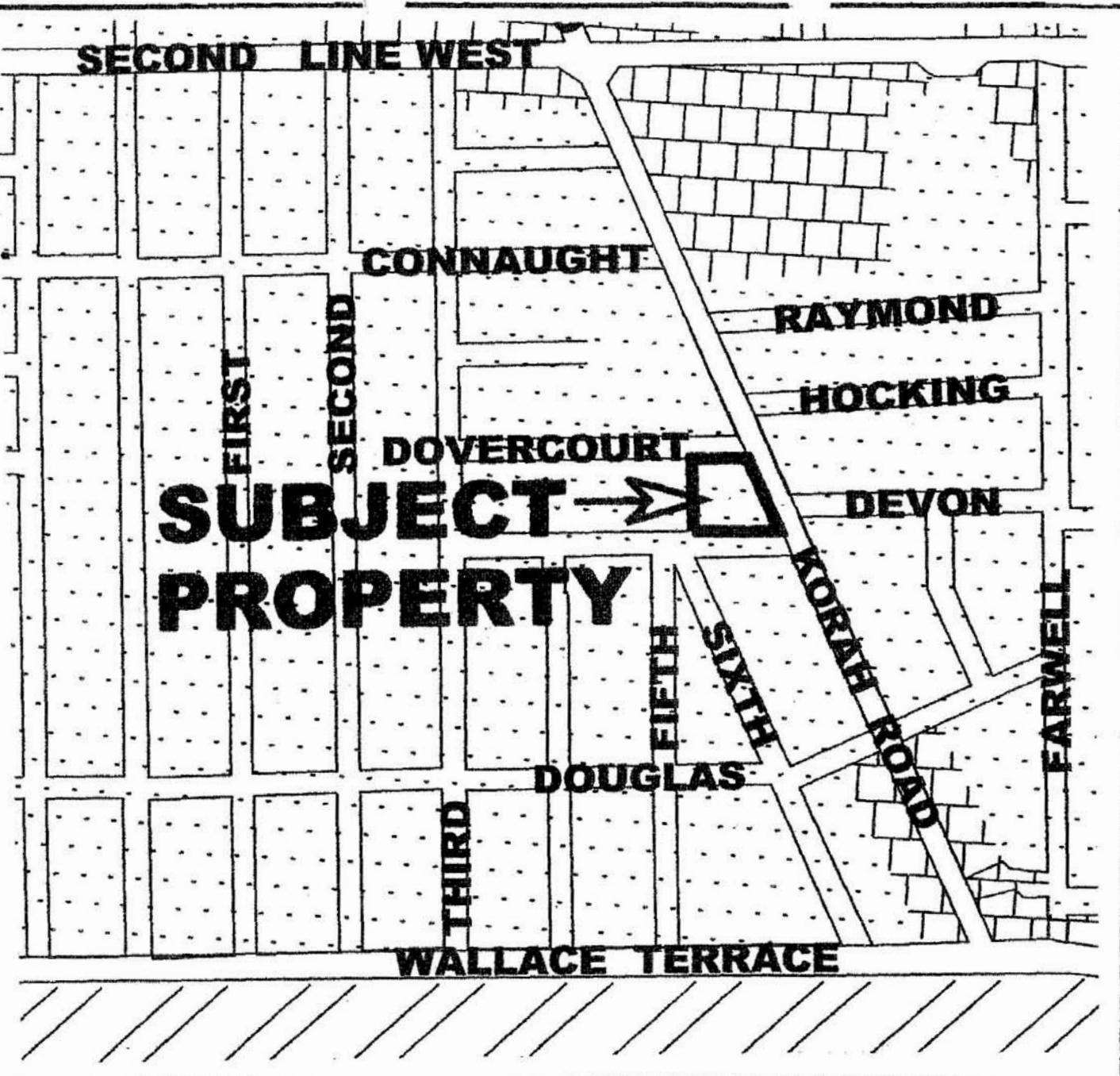
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

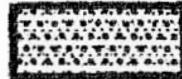
107. Notwithstanding the Residential policies of the Official Plan, lands described as Lots 10-19 on Plan 355, located on the west side of Korah Road, bounded by Dovercourt Road to the north, and Devon Rd. to the south, having Civic No. 395 Korah Road, may be utilized as a private training facility with accessory offices not to exceed 300m² Gross Floor Area.

INTERPRETATION

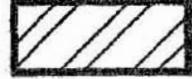
The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



RESIDENTIAL



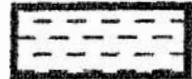
INDUSTRIAL



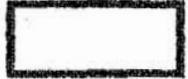
PARKS RECREATIONAL



COMMERCIAL



INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 157

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-213

TRAFFIC: (T.2.1.) A by-law to amend Schedule "V" of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions Section 10 of the Municipal Act, 2001, S.O., 2001 c.25 and amendments thereto, ENACTS as follows:

1. SCHEDULE "V" OF BY-LAW 77-200 AMENDED

Schedule V of By-law 77-200 is amended by deleting item number 9 and replacing it with the following:

NO	STREET	SIDE	FROM	TO	PERIOD
9	Queen Street	south	25 m east of Gore	35 m east of Gore	5 minutes".

2. EFFECTIVE DATE

This by-law is effective from the day of its final passing.

READ THREE TIMES and PASSED in Open Council this 1st day of December, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

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CITY SOLICITOR

/staff/by-laws/2008/2008-213 / (T.2.1.)

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-219

TRAFFIC: (T.2.1.) A by-law to amend Schedule "A" of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions Section 10 of the Municipal Act, 2001, S.O., 2001 c.25 and amendments thereto, ENACTS as follows:

1. **SCHEDULE "A" OF BY-LAW 77-200 AMENDED**

Schedule A of By-law 77-200 is amended by adding the following:

NO	STREET	SIDE	FROM	TO	PROHIBITED TIMES OF DAYS
351A	Langdon Road	west end		dead end at west end	"any time".

2. **EFFECTIVE DATE**

This by-law is effective from the day of its final passing.

READ THREE TIMES and PASSED in Open Council this 1st day of December, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

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CITY SOLICITOR

10C i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2008-216

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 395 Korah Road. (Local Union 1036)

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. SPECIAL EXCEPTION 176 REPEALED

Special Exception 176 to By-law 2005-151 is repealed.

2. 395 KORAH RD. AT DEVON RD.; CHANGE FROM R.3.S TO R.3.S

The zone designation on the lands described in section 3 of this by-law, which lands are shown on map 1.71 of schedule A to by-law 2005-150 is changed from R.3.S.(Low Density Residential with a special exception) to R.3.S (Low Density Residential with a special exception).

3. BY-LAW 2005-151 AMENDED

Section 2 of by-law 2005-151 is amended by adding thereto the following subsection 2(277) and heading as follows:

"2(277) 395 Korah Road

Despite the provisions of by-law 2005-150, the lands located on the west side of Korah Road at Devon Road, having civic address 395 Korah Road and outlined and marked "subject property" on the subject property map attached as schedule A to this bylaw is changed from R3S (Low Density Residential with a special exception) to R3S (Low Density Residential with a special exception) to permit, in addition to the R3 permitted uses, a training facility and accessory administrative offices subject to the following special provisions:

1. any accessory administrative offices associated with the training facility shall not exceed 300m² gross floor area,
2. no later than July 1, 2009 a 2.13m visually solid wood fence shall be constructed along the west lot line of the subject property,
3. a landscaped strip of at least 3m in width shall be provided and maintained along the south and north lot lines of the subject property,
4. any outside storage must be completely contained within a 1.8m visually solid wood fence, and
5. any outdoor training must be conducted on the east side of the existing building between the existing building and Korah Road."

4. SCHEDULE "A"

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

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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 SOLICITOR

10(i)

5. 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 passing of this by-law.

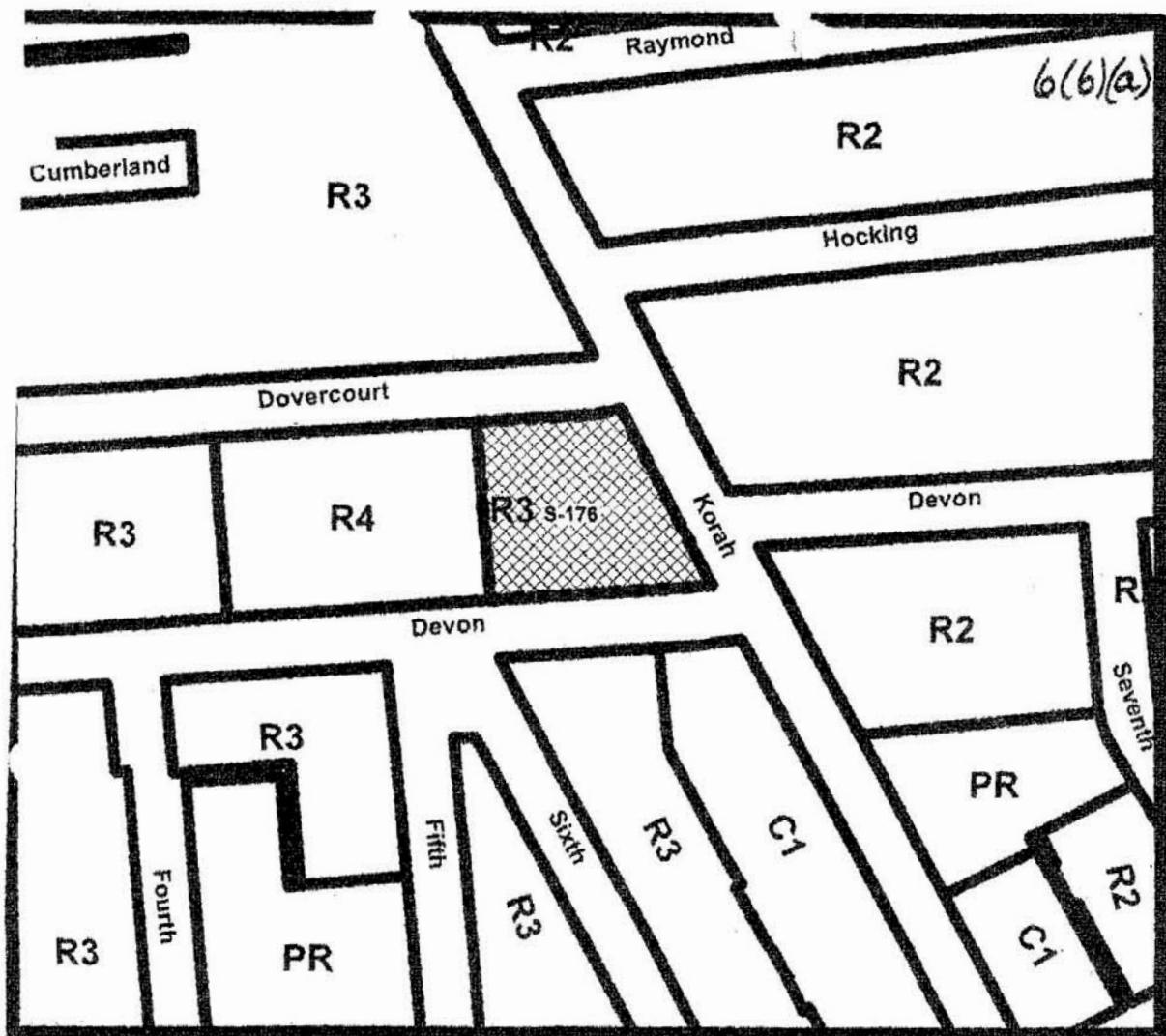
READ THREE TIMES and PASSED in Open Council this 1st day of December, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

10(i)

SCHEDULE "A" TO BY-LAW 2008-216 AND SCHEDULE 277 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE; READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 1ST DAY OF DECEMBER, 2008.



EXISTING ZONING MAP

Application A-30-08-Z-OP
395 KORAH ROAD

Metric Scale
1 : 2000



Maps
55 & 1-71



Subject Property 395 Korah Road



R2 - Single Detached Residential Zone



R3 - Low Density Residential Zone



R4 - Medium Density Residential Zone



C1 - Traditional Commercial Zone



PR - Parks and Recreation Zone