

AGENDA

REGULAR MEETING OF CITY COUNCIL

2011 08 15

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of 2011 07 18 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the Agenda for 2011 08 15 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Anthony Zappacosta, President and members of Rotary will be in attendance to give Council an update on the recent Rotaryfest.
- b) Andrew Ross, General Manager, Enterprise Services, SSMEDC will be in attendance concerning agenda item 6.(8)(a).
- c) Brian Curran, President and CEO, PUC Inc. will be in attendance concerning agenda items 6.(8)(b), 6.(8)(c) and 6.(8)(d).

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

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

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

PART ONE – CONSENT AGENDA

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that all the items listed under date 2011 08 15 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO is attached for the information of Council.
- b) Correspondence from the City of Windsor, the Township of Cavan Monaghan and the Municipality of Central Huron (concerning OLG Municipal Contribution Agreements) and the Region of Peel (concerning Provincial Fees in Health Services) are attached for the information of Council.
- c) Correspondence from the Ministry of Northern Development and Mines concerning the recent ThinkNorth II conference is attached for the information of Council.
- d) Correspondence from David Oraziatti, MPP is attached for the consideration of Council.

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that City Council express its full support of Bill 206 – TransCanada Highway Improvement Act, legislation introduced by David Oraziatti, MPP for Sault Ste. Marie, which proposes that the Federal and Provincial governments develop a plan to improve Highway 17 in a variety of ways that address the concerns of Northern Ontario motorists.

- e) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from April 1, 2011 to June 30, 2011 is \$340,576 is attached for the information of Council.
- f) Correspondence concerning a request for permission to hold a special occasion permit event at an outdoor municipal facility is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconded: Councillor M. Bruni

Resolved that the following request to hold a Special Occasion Permit event at a municipal facility on the stated date and time be endorsed by City Council:

Sault Area Hospital Foundation

RBC Royal Bank Chilifest

September 11, 2011 from 12:00 noon to 4:00 p.m.

- g) Correspondence requesting permission for a liquor licence extension is attached for the consideration of Council.

Mover: Councillor S. Myers

Seconded: Councillor M. Bruni

Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for a liquor licence extension for an outdoor event on the following stated date:

The Royal Canadian Legion

96 Great Northern Rd.

Annual Horseshoe Tournament – August 20, 2011

- h) Letter of request for a temporary street closing is attached for the consideration of Council.

- 1) On Queen Street East from the west side of Bruce Street to the east side of Dennis Street in conjunction with the Walk of Fame ceremony (September 16th, 2011 from 2:30 p.m. to 4:30 p.m.)

The relevant By-law 2011-155 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- i) **Staff Travel**

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

Mover: Councillor T. Sheehan

Seconded: Councillor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2011 08 15 concerning Staff Travel requests be approved as requested.

- j) **Tender for Roof Replacement at 65 Old Garden River Road**

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

Mover: Councillor S. Myers

Seconded: Councillor M. Bruni

Resolved that the Report of the Manager of Purchasing, dated 2011 08 15 be endorsed and that the tender for the Roof Replacement at the Regional

Emergency Services Complex at 65 Old Garden River Road, required by Fire Services, be awarded as recommended.

k) Tenders for Equipment – Public Works and Transportation Department

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

Mover: Councillor S. Myers

Second: Councillor M. Bruni

Resolved that the Report of the Manager of Purchasing, dated 2011 08 15 be endorsed and that the tenders for the supply and delivery of various pieces of equipment required by the Public Works and Transportation Department be awarded as recommended.

l) Tenders for Equipment – Public Works and Transportation Department

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

Mover: Councillor S. Myers

Second: Councillor M. Bruni

Resolved that the Report of the Manager of Purchasing, dated 2011 08 15 be endorsed and that the tenders for the supply and delivery of various pieces of equipment required by the Public Works and Transportation Department be awarded as recommended.

m) Tender for Four (4) 40' Low Floor Transit Buses

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

Mover: Councillor T. Sheehan

Second: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2011 08 15 be endorsed and that the tender for Four (4) 40' Low Floor Transit Buses required by the Transit Division of the Public Works and Transportation Department be awarded as recommended.

n) Property Tax Appeals

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Second: Councillor M. Bruni

Resolved that pursuant to Section's 334 and 357 of the Municipal Act, 2001, the adjustments for the tax accounts outlined on the City Tax Collector's report of 2011 08 15 be approved and that the tax records be amended accordingly.

o) **Six Month Financial Report to June 30, 2011**

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Report under separate cover.

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Commissioner of Finance and Treasurer dated 2011 08 15 concerning Six Month Financial Report to June 30, 2011 be accepted as information.

p) **2011 – 2014 Draft Corporate Strategic Plan**

A report of the Deputy City Clerk and Manager of Quality Improvement is attached for the consideration of Council.

Report under separate cover.

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2011 08 15 concerning 2011 – 2014 Corporate Strategic Plan be received as information.

q) **Service Agreement with New Employee Assistance Program (E.A.P.) – Carrier: Ceridian Lifeworks**

A report of the Commissioner of Human Resources is attached for the consideration of Council.

The relevant By-law 2011-154 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

r) **Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince**

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Director of Engineering Services dated 2011 08 15 concerning Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince be accepted as information.

s) **Hamilton Avenue Park – Donation to the City**

A report of Corporate Counsel is attached for the consideration of Council.

The relevant By-law 2011-147 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

t) **Third Line West – Class B Truck Route**

A report of the Commissioner of Engineering and Planning is attached for the consideration of Council.

Map under separate cover.

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Commissioner of Engineering and Planning dated 2011 08 15 concerning Third Line West – Class B Truck Route be accepted as information.

u) **Archaeological Site Potential Assessment**

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

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Planning Division dated 2011 08 15 concerning the Archaeological Site Potential Assessment be accepted and the Planning Director's recommendation that City Council accept this report as information and authorize a public open house to be held on Wednesday, October 5, 2011 to obtain comment on the proposed archaeological site assessment requirements, be endorsed.

v) **Newcomer Welcome Centre Concept and Feasibility Study**

A report of the Local Immigration Coordinator is attached for the consideration of Council.

The relevant By-law 2011-153 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

w) **Transit Service To Root River Trailer Park**

A report of the Manager of Transit and Parking is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Manager of Transit dated 2011 08 15 concerning Transit Service to Root River Trailer Park be accepted and the recommendation to refer the report to HDR/iTrans Consultants for consideration as part of the Transit Services Operational Review be approved.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

- (1) ADMINISTRATION**
- (2) COMMUNITY SERVICES DEPARTMENT**
- (3) ENGINEERING**
- (4) FIRE**
- (5) LEGAL**
- (6) PLANNING**
- (7) PUBLIC WORKS AND TRANSPORTATION**
- (8) BOARDS AND COMMITTEES**

a) Sault Ste. Marie Small Business Incubator Feasibility Study

An Executive Summary of the Sault Ste. Marie Small Business Incubator Feasibility Study is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the Executive Summary of the Sault Ste. Marie Business Incubator Feasibility Study be accepted and the recommendations that the Sault Ste. Marie Economic Development Corporation:

- form an Advisory Committee to help guide the planning process, including the Sault Ste. Marie Chamber of Commerce, the Downtown Association, the Community Development Corporation and the Sault Ste. Marie Innovation Centre; and
- develop a business plan for a 3 year pilot project; and
- identify government funding opportunities and develop applications for submission.

be approved.

b) 2011 Second Quarter Shareholder Report

A report of the President and CEO of PUC Inc. is attached for the consideration of Council.

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the President and CEO of PUC Inc. dated June 22, 2011 concerning the 2011 Second Quarter Shareholder Report be accepted as information.

c) **Resolution of the Shareholder of PUC INC. – New Corporate Building**

The resolution and report are included in the agenda.

d) **Report to Council on Electrical Outages**

A report of the President and CEO of PUC Inc. is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the President and CEO of PUC Inc. dated August 8, 2011 concerning Report to Council on Electrical Outages be accepted as information.

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

a) Mover: Councillor S. Myers

Seconder: Councillor T. Sheehan

Whereas several homes on the south side of MacDonald Avenue between Brien Avenue and Poplar Avenue have experienced repeated extensive flooding whenever very heavy rainfall occurs; and

Whereas these heavy rain patterns are becoming more common; and

Whereas a dip in MacDonald Avenue in this area results in an accumulation of up to two feet of water leading to the strain on the system in that area;

Therefore Be It Resolved that engineering staff review and report back to Council within two months with a recommendation for a solution to address this issue.

b) Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Whereas Zaaфина Naqvi moved to Sault Ste. Marie from Ottawa with her family in 2003 and at that time started golfing at the age of five years old and has been a competitive golfer since she was nine; and

Whereas her dad, Sunny, was instrumental in introducing her to the game of golf and setting her up with lessons, and

Whereas Zaaфина is committed to golf and golfs daily during all four seasons with her home course being Crimson Ridge during the summer and practices indoors during the winter; and

Whereas Zaaфина, who recently graduated from St. Mary's French Immersion elementary school in June received many honours that evening for her academic and athletic successes and will be attending Korah Collegiate in September as part of the International Baccalaureate (IB) program; and

Whereas Zaaфина has participated in several major golf tournaments in Ontario and Michigan and on July 27 of this year won the 2011 Ontario Bantam Girls' Golf Championship in Cambridge, Ontario, a tournament featuring Ontario's best female golfers age 13 and under;

Now Therefore Be It Resolved that the City of Sault Ste. Marie extends congratulations to Zaafina Naqvi on her successes to date and wishes her all the best on and off the golf course.

- c) Mover: Councillor P. Mick
Second: Councillor R. Niro

Whereas the bombing in Oslo, Norway and shooting rampage at a summer camp on the island of Utoya on July 22, 2011 have shocked and saddened the world; and

Whereas 77 innocent people were killed in these incidents and many others left injured;

Now Therefore Be It Resolved that Council of the City of Sault Ste. Marie, on behalf of its citizens, expresses sincere condolences to the people of Oslo and Utoya and in particular to the families of those who have lost loved ones and to those who have been injured.

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.

ADMINISTRATION

a) 2011-145

A by-law to authorize payment of membership fees, registration fees and travel expenses incurred by members of Council and employees of the Corporation while traveling on the business of the Corporation.

Approved by Council Resolution on July 18, 2011.

AGREEMENTS

b) 2011-153

A by-law to authorize the execution of an agreement between the City and Bay Consulting to conduct a Newcomer Welcome Centre Concept and Feasibility Study for Sault Ste. Marie.

A report from the Local Immigration Coordinator is on the agenda.

c) **2011-154**

A by-law to authorize the execution of an agreement between the City and Ceridian Canada Ltd. for a Service Agreement for the new Employee Assistance Program (E.A.P.).

A report from the Commissioner of Human Resources is on the agenda.

DEVELOPMENT CONTROL

e) **2011-144**

A by-law to designate the lands located at 282 Second Line West an area of site plan control (Pulente).

f) **2011-149**

A by-law to designate the lands located at 817A Third Line East BLOCK 1 an area of site plan control (Sal-Dan Developments).

OFFICIAL PLAN AMENDMENT

g) **2011-151**

A by-law to adopt Amendment No. 180 to the Official Plan (Sar-Gin Developments).

PROPERTY ACQUISITION

h) **2011-147**

A by-law to authorize the City's acquisition of the property known as Hamilton Avenue Park from Robert MacRae in Trust.

A report from Corporate Counsel is on the agenda.

STREET ASSUMPTION

i) **2011-150**

A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

TEMPORARY STREET CLOSING

j) **2011-155**

A by-law to permit the temporary closing of Queen Street East from Bruce Street to Dennis Street on September 16, 2011 to facilitate the Walk of Fame Ceremony.

TRAFFIC

k) **2011-146**

A by-law to amend Schedule "A" of Traffic By-law 77-200 regarding Willow Avenue.

Approved by Council Resolution on July 18, 2011.

ZONING

l) 2011-143

A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 282 Second Line West (Pulente).

m) 2011-148

A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 817A Third Line East (Sal-Dan Developments).

n) 2011-152

A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 671, 671A and 683 Great Northern Road (Sar-Gin Developments).

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover: Councillor T. Sheehan

Second: Councillor M. Bruni

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2011 07 18

4:30 P.M.

COUNCIL CHAMBERS

Present: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, R. Niro, P. Christian, F. Fata, T. Sheehan, P. Mick, F. Manzo

Officials: J. Fratesi, M. White, N. Kenny, L. Girardi, B. Freiburger, N. Apostle, J. Dolcetti, D. Maki, J. Luska, A. Starzomski

1. ADOPTION OF MINUTES

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that the Minutes of the Regular Council Meeting of 2011 06 27 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the Agenda for 2011 07 18 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Peter Cornacchio, Director of the 2011 International Hap Ki Do Canadian Open was in attendance concerning proclamation - Korean Martial Arts Day.
- b) Terry Boyd, Employment Specialist – March of Dimes Canada was in attendance concerning proclamation – March of Dimes.
- c) Leslie Cook was in attendance concerning agenda item 5.(d).
- d) Bob Dumanski was in attendance concerning agenda item 6.(6)(a).
- e) Sam Biasucci was in attendance concerning agenda item 6.(6)(b).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that all the items listed under date 2011 07 18 – Part One – Consent Agenda be approved as recommended. CARRIED

- a) Correspondence from AMO was received by Council.
- b) Correspondence from the Township of South Frontenac (concerning recyclable/compostable products) was received by Council.
- c) Correspondence from the City of North Bay and the Municipality of Callander (concerning Ontario Northland) was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Whereas the City of North Bay and the Municipality of Callander have passed resolutions expressing concern with the recent decision of Metrolinx (a provincial agency) to award a tender for the refurbishment of GO Transit coaches to an out of province firm instead of Ontario Northland (another provincial agency), with a potential negative net impact to the Province of Ontario; and

Whereas the resolutions also indicate that the importance of the Ontario Northland Transportation Commission has been overlooked in the final version of the Northern Growth Plan;

Therefore Be It Resolved that the City of Sault Ste. Marie express its full support for these resolutions and further that acknowledgement of this support be circulated as noted in the original resolutions. CARRIED

- d) Correspondence from Leslie Cook concerning portable sign permits was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that the correspondence from Leslie Cook concerning portable sign permits be referred to staff for review and report back to Council. CARRIED

- e) Correspondence from Christine Heffer concerning the Lyme Disease petition being promoted by Bob Bailey, MPP – Sarnia Lambton was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor T. Sheehan

Resolved that agenda item 5.(e) be deferred to a future meeting of Council. CARRIED

Moved by: Councillor P. Christian

Seconded by: Councillor F. Manzo

Whereas the tick-borne illness known as Chronic Lyme Disease, which mimics many catastrophic illnesses, such as Multiple Sclerosis, Crohn's, Alzheimer's, arthritic diabetes, depression, Chronic Fatigue and Fibromyalgia is increasingly endemic in Canada, but the scientifically validated diagnostic tests and treatment choices are currently not available in Ontario, forcing patients to seek these in the USA and Europe; and

Whereas the Canadian Medical Association informed the public, governments and the medical profession in the May 30, 2000 edition of their professional journal that Lyme Disease is endemic throughout Canada, particularly in Southern Ontario; and

Whereas the Ontario Public Health system and the Ontario Health Insurance Plan do not currently fund those specific tests that accurately serve the process for establishing a clinical diagnosis, but only recognize testing procedures known in the medical literature to provide false negatives 45% to 95% of the time;

Therefore Be It Resolved that the Council of the City of Sault Ste. Marie petition the Legislative Assembly of Ontario to request the Minister of Health to direct the Ontario Public Health system and OHIP to include all currently available and scientifically verified tests for Acute and Chronic Lyme diagnosis, to do everything necessary to create public awareness of Lyme Disease in Ontario and to have internationally developed diagnosis and successful treatment protocols available to patients and physicians. DEFERRED

- f) Correspondence concerning a request for permission to hold a special occasion permit event at an outdoor municipal facility was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the following request to hold a Special Occasion Permit event at a municipal facility on the stated date and time be endorsed by City Council:

Rocky DiPietro Field

Sault Steelers Football Game
July 30, 2011 from 6:00 p.m. to 10:00 p.m. CARRIED

- g) Correspondence requesting permission for a liquor licence extension was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for a liquor licence extension for an outdoor event on the following stated date:

Loplop Gallery Lounge
651 Queen Street East
Buskerfest – August 5 and 6, 2011 CARRIED

- h) Letter of request for a temporary street closing was received by Council.
1) On Bishop's Court from Civic #100 to Civic #144 in conjunction with a street party. (August 6th)
The relevant By-law 2011-140 is listed under Item 10 of the Minutes.

- i) **Immigration Portal, Phase Four Contracts with Ministry of Citizenship and Immigration**

The report of the Manager, Information Technology Division was received by Council.

The relevant By-law 2011-138 is listed under Item 10 of the Minutes.

- j) **Staff Travel**

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

Moved by: Councillor P. Christian
Seconded by: Councillor F. Manzo
Resolved that the report of the Chief Administrative Officer dated 2011 07 18 concerning Staff Travel Requests be approved as requested. CARRIED

- k) **Changes to Travel Policy**

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

Moved by: Councillor S. Butland
Seconded by: Councillor F. Manzo
Resolved that the report of the Commissioner of Finance and Treasurer dated 2011 07 18 concerning Changes to Travel Policy be accepted and the recommendation that the necessary amending by-law be brought to a future meeting of Council be approved. CARRIED

l) **Conferences and Major Special Events Committee – 2012 Central Region Midget AAA Championship**

The report of the Chair, Conferences and Major Special Events Committee was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor F. Manzo

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2011 07 18 be accepted and that the Committee's recommendation that Council authorize municipal financial support in the amount of \$5,000 for the 2012 Central Region Midget AAA Championship with funds to come from the 2012 Conferences and Major Special Events fund be approved. CARRIED

m) **Gravity Park and Dog Park**

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

Moved by: Councillor P. Christian

Seconded by: Councillor F. Manzo

Resolved that the report of the Commissioner of Community Services dated 2011 07 18 concerning Gravity Park and Dog Park be accepted and the recommendation to defer these projects until the completion of the comprehensive review of parks and recreation be approved. CARRIED

n) **Allocation of Facility Time to Competitive Clubs/Teams**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor F. Fata

Resolved that agenda item 5.(n) be deferred to a future meeting of Council. DEFEATED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that the report of the Commissioner Community Services dated 2011 07 18 concerning Allocation of Facility Time to Competitive Clubs/Teams be accepted and the recommendation to continue the current practice of allocation through the existing policy with the addition of the clause outlined in the report be approved. CARRIED

o) **Firearms By-law Exemption
Ermatinger•Clergue National Historic Site – Special Events**

The report of the Curator - Ermatinger•Clergue National Historic Site was received by Council.

The relevant By-law 2011-137 is listed under Item 10 of the Minutes.

- p) **Clark Creek Sewage Pumping Station – Valve and Sluice Gate Replacement**
The report of the Director of Engineering Services was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor F. Manzo

Resolved that the report of the Director of Engineering Services dated 2011 07 18 concerning Clark Creek Sewage Pumping Station – Valve and Sluice Gate Replacement be accepted as information. CARRIED

- q) **Engineering Division – Wide Format Scanner Replacement**

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

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Director of Engineering Services dated 2011 07 18 concerning Engineering Division – Wide Format Scanner Replacement be accepted and the recommendation to approve the purchase at a cost of \$25,000 with funds from the engineering equipment and vehicle reserve be approved. CARRIED

Councillor B. Watkins declared a pecuniary interest – firm is a potential supplier of equipment.

- r) **Civic No. 12 Ferris Avenue**

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

Moved by: Councillor P. Christian

Seconded by: Councillor F. Manzo

Resolved that the report of the Chief Building Official Property Standards Officer dated 2011 07 18 concerning Civic No. 12 Ferris Avenue be accepted and the recommendation to carry out the order dated June 30, 2011 with the costs associated with the action to be added to the taxes for the subject property be approved. CARRIED

- s) **Third Line Extension – Unforeseen Contaminated Material Removal**

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

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that the report of the Director of Engineering Services dated 2011 07 18 concerning Third Line Extension – Unforeseen Contaminated Material Removal be accepted and the recommendation to waive landfill tipping fees of \$120,000 for the disposal of contaminated excavation on the Third Line reconstruction project be approved. CARRIED

t) **Travel Request for Wawa and Thessalon Courts**

The report of the City Solicitor was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the City Solicitor dated 2011 07 18 concerning Travel Request for Wawa and Thessalon Courts be accepted and the recommendation for a blanket travel approval for Matthew Caputo, as deemed necessary for provincial offences administration and prosecution, be granted for the period of July 6, 2011 to May 2012 be approved. CARRIED

u) **Agreement Between the City and New Owners of 819-823 Queen Street East**

The report of Corporate Counsel was received by Council.

The relevant By-law 2011-132 is listed under Item 10 of the Minutes.

v) **Request from PUC to Grant An Easement Across North Portion of Snowdon Park (Shannon Road to Florwin Drive)**

The report of the City Solicitor was received by Council.

The relevant By-law 2011-135 is listed under Item 10 of the Minutes.

w) **Easement Required for the Portion of the Hub Trail Over Sault Ste. Marie Region Conservation Authority Property in the Area of the Former Hospital Site – Queen Street East**

The report of Corporate Counsel was received by Council.

The relevant By-law 2011-131 is listed under Item 10 of the Minutes.

x) **Lane Closing Application Tagona Subdivision, Plan 7882**

The report of Corporate Counsel was received by Council.

The relevant By-laws 2011-134 and 2011-133 are listed under Item 10 of the Minutes.

y) **Downtown Development Initiative Grant Recommendations**

The report of the Planning Director was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Planning Division dated 2011 07 18 concerning the Downtown Development Initiative – Grant Recommendations be accepted and the Planning Director's Recommendation that City Council approves the ten (10) funding requests (7 properties) described in this report, be endorsed. CARRIED

z) **Willow Avenue – Addition to Schedule “A” By-law 77-200**

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

Moved by: Councillor P. Christian

Seconded by: Councillor F. Manzo

Resolved that the report of the Manager of Traffic and Communications dated 2011 07 18 concerning amendments to By-law 77-200 for the following area: Willow Avenue be accepted and the recommendation which will be enacted by by-law at a future meeting of Council be approved. CARRIED

aa) **Viability of Creating a Pumpkin Dumping Depot Partnership**

The report of the Commissioner of Public Works and Transportation was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that the report of the Commissioner of Public Works and Transportation dated 2011 07 18 concerning Viability of Creating a Pumpkin Dumping Depot Partnership be accepted and the recommendation to use the leaf and yard waste program for pumpkin disposal with relevant associated advertising be approved. CARRIED

bb) **Superior Development Corp. (Carmen Coccimiglio Formerly 2252927 Ontario Inc.) – 622 Great Northern Road By-law 2011-16)**

The report of the City Solicitor was received by Council.

Moved by: Councillor S. Butland

Seconded: Councillor J. Krmpotich

Resolved that the report of the City Solicitor dated 2011 07 18 concerning Superior Development Corp. (Carmen Coccimiglio Formerly 2252927 Ontario Inc.) – 622 Great Northern Road By-law 2011-16) be accepted as information. CARRIED

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

- (1) ADMINISTRATION**
- (2) COMMUNITY SERVICES DEPARTMENT**
- (3) ENGINEERING**
- (4) FIRE**
- (5) LEGAL**
- (6) PLANNING**

a) Application No. A-15-11-Z.OP – Sar-Gin Developments (Sault) Limited – 671, 671A and 683 Great Northern Road

The report of the Planning Division was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor F. Manzo

Resolved that the report of the Planning Division dated 2011 07 18 concerning Application No. A-15-11-Z.OP – filed by Sar-Gin Developments (Sault) Limited – 671, 671A and 683 Great Northern Road be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 180 by way of a notwithstanding clause to Commercial Policy 4, to permit major medical office space to be located outside of the downtown, and that City Council rezone the subject property from "HZ.S215" (Highway) zone to "HZ.S215" (Highway) zone with an amended Special Exception to exclude medical and ambulatory health care offices from the allowable limit (not more than 30% GLA) of office space on the subject properties, be endorsed.
CARRIED

b) Application No. A-16-11-Z.OP – Armando and Teresa Pulente – 282 Second Line West

The report of the Planning Division was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that the report of the Planning Division dated 2011 07 18 concerning Application No. A-16-11-Z.OP – filed by Armando and Teresa Pulente – 282 Second Line West be accepted and the Planning Director's recommendation that City Council rezone the subject property from "R2" (Single Detached Residential) zone to "CT2" (Commercial Transitional) zone, subject to the following special conditions:

- 1) That the buffering requirements along the west lot line, between the front lot line and the northwest corner of the building be waived;
- 2) That the paving requirement for the existing gravel driveway along the west lot line be waived;
- 3) That the property be deemed subject to Site Plan Control, be endorsed. CARRIED

c) **Application No. A-4-11-Z – Sal-Dan Developments Limited – 817 Third Line East**

The report of the Planning Division was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Planning Division dated 2011 07 18 concerning Application No. A-4-11-Z – filed by Sal-Dan Developments Limited – 817 Third Line East be accepted and the Planning Director's recommendation that City Council approves the application, subject to the 23 conditions contained in the report, be endorsed. CARRIED

(7) **PUBLIC WORKS AND TRANSPORTATION**

(8) **BOARDS AND COMMITTEES**

a) **EDF Request – Sault Ste. Marie Airport Development Corporation Hangar Expansion**

The report of the CEO - Economic Development Corporation was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor L. Turco

Resolved that the report of the CEO – Economic Development Corporation dated 2011 07 04 be accepted and the recommendation that City Council grant \$200,000 from the Economic Diversification Fund to the Sault Ste. Marie Airport Development Corporation towards the cost of the hangar expansion to be disbursed as follows:

- \$125,000 in 2011; and
- \$25,000/year from 2012-2014;

be approved. CARRIED

Pecuniary Interest – J. Krmpotich – serves on the Board of Directors for the Sault Ste. Marie Airport Development Corporation

b) **Tri-Party Legal Agreement for the Delivery of Small Business Enterprise Centre (SBEC) Program**

The report of the CEO - Economic Development Corporation was received by Council.

The relevant By-law 2011-136 is listed under Item 10 of the Minutes.

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

- a) Moved by: Councillor S. Myers
Seconded by: Councillor P. Mick
Whereas the tennis courts at Penhorwood Park are rendered unusable due to severe and widening cracks and thick weeds and grasses growing into the cracks; and
Whereas these are the only tennis courts available on the hill and residents from Wards Two and Three have requested minor improvements be carried out so they can be used; and
Whereas there is a high population of youth in the surrounding area of Monterey Gardens who could access this free recreational activity;
Therefore Be It Resolved that public works staff be requested to undertake the removal of the weeds and do asphalt repair to the cracks similar to what is done on the roadways as soon as possible to restore use; and
Further Be It Resolved that if related costs cannot be covered in existing budgets, funds be obtained from the Parks Reserve Fund. CARRIED
- b) Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved that the petition received from some residents of the Root River Trailer Park concerning transit services be referred to staff for review and report back to Council. CARRIED
- c) Moved by: Councillor F. Fata
Seconded by: Councillor M. Bruni
Whereas one-way signs on Bloor Street West (west of Lyons Ave.) have been a concern to residents in the area; and
Whereas exiting Bloor Street at Lyons Ave. can be quite dangerous, especially if you are making a left hand turn; and
Whereas it would be safer if vehicles could travel west on Bloor Street and use Patrick Street to exit on the traffic lights,
Therefore Be It Resolved that the appropriate staff review this matter and report back to Council. CARRIED
- d) Moved by: Councillor S. Butland
Seconded by: Councillor P. Christian
Whereas City power outages have become more frequent than usual, during this past month (unofficially 7 times) for various time periods; and
Whereas residents are seeking reasons for the above outages;
Now Therefore Be It Resolved that Council request a report from P.U.C. documenting dates, times, duration of outages, city-wide as opposed to area or neighbourhood outages and finally to provide what measures and costs may be associated with resolving the above situation. 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

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

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that all by-laws listed under item 10 of the Agenda under date 2011 07 18 be approved. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-125 being a by-law to adopt Amendment No. 177 to the Official Plan (Mark Edwards) be passed in open Council this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-126 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 regarding lands located at 648, 652 and 660 Third Line East (Mark Edwards) be Passed in open Council this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-127 being a by-law to designate the lands located at 648, 652 & 660 Third Line East an area of site plan control (Mark Edwards) be Passed in open Council this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-128 being a by-law to adopt Amendment No. 179 to the Official Plan (1187839 Ontario Inc.) be Passed in open Council this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-29 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 843 Great Northern Road and 605 Third Line East (1187839 Ontario Inc.) be Passed in open Council this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor F. Manzo
Resolved that By-law 2011-130 being a by-law to designate the lands located at 843 Great Northern Road and 605 Third Line East an area of site plan control (1187839 Ontario Inc.) be Passed in open Council this 18th day of July, 2011.
CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor F. Manzo
Resolved that By-law 2011-131 being a by-law to authorize an easement with the Sault Ste. Marie Region Conservation Authority for the portion of the hub trail to be located on its property in the area of the former hospital site on Queen Street East subject to the condition that the City pay any property taxes that might be levied against the Conservation Authority property upon which this portion of the hub trail is located be Passed in open Council this 18th day of July, 2011.
CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor F. Manzo
Resolved that By-law 2011-132 being a by-law to authorize an agreement between the City and 1138989 Ontario Inc. regarding lands located at 819-823 Queen Street East be Passed in open Council this 18th day of July, 2011.
CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor F. Manzo
Resolved that By-law 2011-133 being a by-law to assume for public use and establish as a public lane, a lane in the Tagona Subdivision be Passed in open Council this 18th day of July, 2011. CARRIED

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

Moved by: Councillor S. Butland
Seconded by: Councillor F. Manzo
Resolved that By-law 2011-134 being a by-law to stop up, close and authorize the conveyance of a lane in the Tagona Subdivision be read a First and Second time this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor F. Manzo
Resolved that By-law 2011-135 being a by-law to authorize an easement to PUC Services Inc. along the north portion of Snowdon Park from Shannon Road to Algoma University for an underground power line be Passed in open Council this 18th day of July, 2011. CARRIED

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

Resolved that By-law 2011-136 being a by-law to authorize an agreement between the City, the Sault Ste. Marie Economic Development Corporation and the Province of Ontario as represented by the Ministry of Northern Development, Mines and Forestry be Passed in open Council this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-137 being a by-law to exempt the Ermatinger-Clergue National Historic Site from By-law 2008-168 being a by-law to prohibit the discharge of firearms in the municipality be Passed in open Council this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-138 being a by-law to authorize the Agreement between the Corporation of the City of Sault Ste. Marie and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration dated July 1, 2011 be Passed in open Council this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-139 being a by-law to authorize the execution of a sub-lease agreement between the City, the Ontario Bushplane Heritage and Forest Fire Education Centre and 1022291 Ontario Inc. dated September 1, 2010 be Passed in open Council this 18th day of July, 2011. CARRIED

Approved by Council Resolution on August 23, 2010.

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-140 being a by-law to permit the temporary closing of Bishops Court from 100 Bishops Court to 144 Bishops Court on August 6, 2011 to facilitate a street party be Passed in open Council this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-141 being a by-law to authorize the execution of an agreement between the City and Northern Ontario Heritage Fund Corporation and the execution of a Promissory Note for the financial assistance for the City's Eligible Project Costs for the West End Community Centre be Passed in open Council this 18th day of July, 2011. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Resolved that By-law 2011-142 being a by-law to permit the temporary closing of Queen Street East from Bruce Street to Dennis Street on August 13, 2011 to

celebrate 2011 HAPKI DO Canadian Open be Passed in open Council this 18th day of July, 2011. CARRIED

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that Council shall now go into Caucus to discuss:

1. one matter concerning a potential property acquisition; and

Further Be It Resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus to continue to discuss the same matters without the need for a further authorizing resolution. CARRIED

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that this Council now adjourn. CARRIED

MAYOR

CITY CLERK



AMO Policy Update – August 11, 2011

Energy and Property Tax

Provincial Action on Renewable Energy Clarifications made to Property Tax, REA Approval Process, plus FIT Rule Change

The Minister of Energy recently announced three changes to development processes for renewable energy projects with the goals of “providing increased stability and predictability to project development”.

Property Tax Treatment of Renewable Energy Projects

The Ministry of Finance has proposed changes to Regulation 282/98 that establishes greater clarity by creating additional categories for assessment based on the size and location of the proposed wind, solar, or anaerobic digestion generation project. The draft regulation is posted on the [Ontario Regulatory Registry](#) and will be open to review and comment until August 29, 2011.

As background, the Ontario Power Authority's (OPA) feed-in-tariff (FIT) and microFIT programs ushered in by the *Green Energy Act* has increased interest in renewable energy installations. As of early February, for example, the OPA had received 25,245 microFIT applications and 4,399 FIT applications.

There was a widespread confusion of the property tax rules governing the tax treatment of energy generation facilities and a lack of information around some emerging types of installations. As a result, municipal, energy, and agricultural stakeholders had expressed desire for clearer rules governing property tax treatment.

The proposed regulations support the Province's agenda to support renewable energy development. It also supports the economic development goals attached to rural and northern communities in particular through green energy development. The division between small and large (over 500 kw) projects echoes that in place in the FIT programs and the Renewable Energy Approval (REA) processes. Should a farmer or group of farmers develop a biomass project over this size it is reasonable that they should also be assessed at an industrial rate given the size and scale of such an operation as well as the impact it will have on adjoining municipal infrastructure.

The property assessment impact is expected to be small. Current assessment rules will continue to apply to large solar development and will continue to be taxed at the industrial rate. Some of the smaller scale projects may result in foregone revenue and those projects have yet to be developed.

Technical Guide to Renewable Energy Approvals

The Ministry of the Environment has released a Technical Guide to Renewable Energy Approvals to help consolidate draft Technical Bulletins the Ministry consulted on in Spring 2010 and the draft guidance on water bodies on which the Ministry consulted in early 2011. This Guide has been developed to provide detailed information on the requirements for submitting a complete application for a Renewable Energy Approval (REA) under O. Reg. 359/09. The Guide provides a detailed explanation of the municipal consultation requirements, how to prepare the consultation report, plus advice to applicants on how to be a good neighbour in their local community. You can download the guide on either the [MOE website](#) or the [AMO Energy Page](#).

While AMO is pleased that the Ministry of the Environment has moved to clarify what has often been a confusing process, we continue to be disappointed that the Ministry of the Energy's Renewable Energy Facilitation Office (REFO) has still not released the Renewable Energy Development Guide for Municipalities. AMO will also continue

to ask both the Ministry and the Ontario Power Authority (OPA) to release the Municipal Renewable Energy Program (MREP) as per their 2009 commitment. Throughout the Green Energy Act consultations our members voiced their concerns that they would incur extra costs associated with new renewable energy projects not covered by developers which is why we continue to ask for the Municipal Renewable Energy Program (MREP).

Feed-In tariff (FIT) Program Rule Change

The Province has moved to create some stability for Feed-in Tariff project developers and investors by allowing them to request a waiver of the Ontario Power Authority's termination rights. Developers who are able to demonstrate a completed Domestic Content Plan and a manufacturing equipment agreement before 31 December 2011 will qualify. Projects will still be required to submit a financing plan, connection impact assessment and obtain all regulatory approvals before proceeding to the construction stage. This will be welcome news for those municipalities currently developing FIT projects who are having to secure contracts in an uncertain political environment.

AMO Contacts: Scott Vokey, Energy Services Coordinator, SVokey@amo.on.ca , (416) 971-9856 ext. 357
Contact Matthew Wilson, Senior Policy Advisor, MWilson@amo.on.ca , (416) 971-9856 ext. 323 for property tax issues.

Rabies Research & Development Unit
Trent University, DNA Building
2140 East Bank Drive
Peterborough, Ontario K9J 8N8

Phone (705) 755-1551
FAX (705) 755-1559
E-mail rabies@ontario.ca

July 21, 2011

To protect the people of Ontario against rabies, the province will begin its annual wildlife rabies control operations for 2011 on August 13th, 2011.

This ministry is committed to the research, control and eradication of rabies in Ontario, thereby protecting the health and safety of the public, their pets and the wildlife of this province. Ontario's programs are so successful that broad areas of southern Ontario are free of fox and raccoon rabies.

If a person contracts rabies and does not receive treatment, the disease is fatal.

The province uses a number of control measures in the fight against the deadly rabies virus. The planned activities for the 2011 season include:

- aerial baiting over the St. Lawrence Islands – 1-2 days in mid-August
- ground 'urban' baiting in Niagara area - projected to start late August
- large scale baiting in southwestern Ontario - projected to start mid-September
- control measures at the point of infection – only to take place in the event of a raccoon rabies incident

In response to a positive case that appeared this spring in southwestern Ontario outside of our regular baiting season, we have distributed baits in specific areas to control the possibility of an outbreak. These measures included handbaiting and aerial baiting with helicopters.

Cases of 'fox-strain' rabies have dropped dramatically across Ontario to only 10 cases in 2010, down from 1,500 before control measures were implemented in 1989, roughly a 99% drop. In fact, as of the end of June, there has been only one reported case of terrestrial rabies ('fox-strain') in the province. Whereas compared to last year at this time there were six cases reported.

The last confirmed case of 'raccoon variant' rabies case in the province occurred in September 2005. According to the World Organization for Animal Health, with over two years since the last case of the raccoon strain, Ontario can now confirm that raccoon rabies has been eliminated from the province.

The rabies control program is a joint effort that receives important input from a variety of partners across Ontario. Regional health units, municipalities, wildlife rehabilitators, licensed trappers, wildlife control agents and aboriginal communities are all key to the continued success of Ontario's world-renowned rabies control program.

For further information about rabies prevention, control operations, and to view updated maps visit the Rabies in Ontario web site at Ontario.ca/rabies or call our rabies hotline at 1-888-574-6656.

Regards,

Natalie Gorman
Information Officer,
Rabies Research and Development Unit



THE CITY OF WINDSOR

COUNCIL SERVICES DEPARTMENT

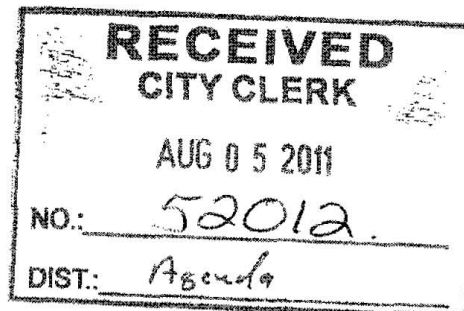
VALERIE CRITCHLEY
CITY CLERK

IN REPLY, PLEASE REFER
TO OUR FILE NO. _____

5(b)

July 15, 2011

Ms. Carolyn J. Kett
Town of Fort Erie
1 Municipal Centre Drive
Fort Erie, Ontario
L2A 2S6



Dear Ms. Kett,

At its meeting held July 4, 2011 Windsor City Council adopted the following motion:

M165-2011 That the correspondence from the Town Clerk, Fort Erie — Ontario, dated June 21, 2011 regarding "Request the OLG to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues will not be reduced" **BE RECEIVED**, and further, that Windsor City Council **ENDORSE** the resolution contained in the correspondence.

Carried.

Please consider this letter as support for the Town of Fort Erie's request to the Ontario Lottery and Gaming Corporation (OLG) from Windsor City Council.

Best regards,

Steve Vlachodimos
Senior Manager of Council Services/Deputy City Clerk

Attachments

c.c. The Honourable Dwight Duncan, Minister of Finance, via email: dduncan.mpp.co@liberal.ola.org.
Kim Craitor, M.P.P. via email: kcraitor.mpp.co@liberal.ola.org.
Tim Hudak, M.P.P. Niagara West Glenbrook and Leader of the Opposition via email: tim.hudakco@pc.ola.org.
Andrea Horwath, M.P.P. Leader, New Democratic Party via email: ahorwath-co@ndp.on.ca.

Host Municipalities Slots and Casino Facilities:

City of Brantford fax: 519-759-7840

Village of Point Edward fax: 519-337-5963

City of Sault Ste. Marie fax: 705-759-2310

Town of Gananoque fax: 613-382-8587

City of Thunder Bay fax: 807-623-5468

Town of Scugog fax: 905-985-1931

Municipality of Central Huron fax: 519-482-9183

Municipality of Chatham-Kent fax: 519-436-3237

City of Toronto fax: 416-338-0685

City of Woodstock fax: 519-539-7705

Town of Ajax fax: 905-683-1061

Town of Hanover fax: 519-364-6456

City of Sarnia fax: 519-332-3995

Township of Cavan-Monaghan fax: 705-932-3458

Town of Milton fax: 905-878-6995

City of Ottawa fax: 613-560-1380

City of Greater Sudbury fax: 705-671-8118

City of London fax: 519-661-4892

City of Hamilton fax: 905-546-2095

Town of Innisfil fax: 705-436-7120

Township of Centre Wellington fax: 519-846-2190



THE CITY OF WINDSOR

MISSION STATEMENT:

"The City of Windsor, with the involvement of its citizens, will deliver effective and responsive municipal services, and will mobilize innovative community partnerships"

COUNCIL SERVICES/CITY CLERK
CITY HALL
WINDSOR, ONTARIO
N9A 6S1

Phone: (519)255-6211

Fax: (519)255-6868

E-mail: clerks@city.windsor.on.ca

WEBSITE: www.citywindsor.ca

NOTICE OF COUNCIL DECISION

Windsor City Council adopted the following resolution at its meeting held July 4, 2011

Communication No. 3 – Additional Direction:

Item	From	Description
3	Town of Fort Erie	Request the OLG to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues. Note & File GPLL2011

Moved by Councillor Halberstadt, seconded by Councillor Dilkens,
M165-2011 That the correspondence from the Town Clerk, Fort Erie – Ontario, dated June 21, 2011 regarding "Request the OLG to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues will not be reduced" **BE RECEIVED**, and further, that Windsor City Council **ENDORSE** the resolution contained in the correspondence.

Carried.

Steve Vlachodimos

Deputy City Clerk/Senior Manager of Council Services

July 27, 2011

/jr



Legal & Legislative Services

RECEIVED

JUN 22 2011

CITY OF WINDSOR
COUNCIL SERVICES



6 JUL 2011

CANON

06/22/11 11:26 FAX 905 871 4022

0001/001

5(b)

Honourable and Dear Sir:

Re: Request the OLG to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues

The Municipal Council of the Town of Fort Erie at its meeting of June 20, 2011 passed the following resolution in response to a request received from the Town of Ajax:

THAT: The Municipal Council of the Town of Fort Erie hereby supports the resolution of the Town of Ajax and formally requests the OLG to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues will not be reduced (Fort Erie impact \$49,000), and further

THAT: This resolution be sent to all municipalities that host Slots and Casinos facilities, OLG, Kim Craitor, MPP, Tim Hudak, MPP, Leader of the Opposition, Andrea Horwath, MPP Leader, New Democratic Party of Ontario and The Honourable Dwight Duncan, Minister of Finance.

By copy of this letter to the municipalities that host Slots and Casino facilities they are being so advised of the action by the Municipal Council of the Town of Fort Erie.

We thank you for your attention to this matter.

Yours very truly,

Carolyn J. Kett, A.M.C.T.,
Town Clerk

ckett@forterie.on.ca
CJ/K/alk

c.c.

Kim Craitor, M.P.P. via email: krcraitor.jupp.co@ibcralola.org
Tim Hudak, M.P.P. Niagara West Glenbrook and Leader of the Opposition via email: tim.hudak@pc.ola.org
Andrea Horwath, M.P.P. Leader, New Democratic Party via email: ahorwath-cd@ndp.on.ca

Town of Hanover fax: 519-364-6456
City of Sarnia fax: 519-332-3995
Township of Cavan-Monaghan fax: 705-932-3458
Town of Milton fax: 905-878-6995
City of Ottawa fax: 613-560-1380
City of Greater Sudbury fax: 705-671-8118
City of London fax: 519-661-4892
City of Windsor fax: 519-255-6868
City of Toronto fax: 416-338-0685
City of Woodstock fax: 519-539-7705
Township of Centre Wellington fax: 519-846-2190
Town of Huron fax: 705-436-7120
City of Hamilton fax: 905-546-2095
Municipality of Chatham-Kent fax: 519-436-3237
Municipality of Central Huron fax: 519-482-9183
Township of Struog fax: 905-985-1931
City of Thunder Bay fax: 807-623-5468
Town of Ganemoguc fax: 613-382-8587
City of Sault Ste. Marie fax: 705-759-2310
Village of Point Edward fax: 519-337-5963
City of Brantford fax: 519-759-7840
Host Municipalities Slots and Casino Facilities:

RECEIVED
JUL 15 2011
ACCOUNTS PAYABLE

July 12, 2011

Mr. Blair Labelle,
Manager, Legislative Services/Deputy Clerk,
Town of Ajax,
65 Harwood Avenue South,
Ajax, Ontario
L1S 2H9

Dear Sir:

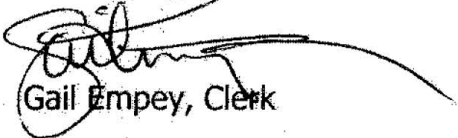
Re: Slots at Ajax Downs

Please be advised that the following resolution was passed by the Township of Cavan Monaghan at its Regular Meeting held July 4, 2011:

"That Township of Cavan Monaghan support resolution from Town of Ajax regarding the racetrack municipality contribution agreement."

I trust this to be the information you require.

Yours truly,


Gail Empey, Clerk

- c. Preet Dhindsa, OLG,
Larry Flynn OLG,
Rick Johnson, MPP
Dwight Duncan, Minister of Finance
City of Brantford
Village of Point Edward
City of Sault Ste. Marie

988 County Road 10
Millbrook, Ontario L0A 1G0

www.cavanmonaghan.net

Phone: (705) 932-2929

Fax: (705) 932-3458

Email: services@cavanmonaghan.net

- c. Town of Gananoque
- City of Thunder Bay
- Township of Scugog
- Municipality of Central Huron
- Municipality of Chatham-Kent
- City of Hamilton
- Town of Fort Erie
- Town of Innisfil
- Township of Centre Wellington
- Town of Hanover
- City of Sarnia
- Town of Milton
- City of Ottawa
- City of Greater Sudbury
- City of London
- City of Windsor
- City of Toronto
- City of Woodstock



Legislative &
Information Services

Tel. 905-683-4550 Fax. 905-683-1061

5(b)
TOWN OF AJAX

65 Harwood Avenue South
Ajax ON L1S 2H9
www.townofajax.com

Preet Dhindsa
Executive Vice President, CAO/CFO
4120 Yonge St., Suite 500
Toronto, ON
M2P 2B8

Larry Flynn
Senior VP Gaming
4120 Yonge St., Suite 500
Toronto, ON
M2P 2B8



June 3, 2011

Re: Slots at Ajax Downs

Thank you for your correspondence to the Town of Ajax, regarding the above noted matter. Please be advised that the following resolution was passed by Ajax Town Council at its meeting held May 24, 2011:

WHEREAS OLG has informed municipalities with slots and casino facilities that, due to OLG's move to International Financial Reporting Standards (IFRS), the municipal share of revenues will be reduced; and

WHEREAS the Town of Ajax will lose approximately \$139,000 in annual slots revenue due to this change; and

WHEREAS, the Racetrack Municipality Contribution Agreement signed between OLG and the Town in 2005 calculates the municipal share based on "Net Win", as defined in the agreement;

NOW THEREFORE IT BE RESOLVED that OLG be formally requested to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues will not be reduced; and

THAT that this resolution be sent to all municipalities that host Slots and Casinos facilities, OLG, Joe Dickson M.P.P for Ajax-Pickering and the Ontario Ministry of Finance.

A copy of the correspondence that prompted this action is attached for your information.

If you require further information please contact me at 905-619-2529 ext 3342 or blair.labelle@townofajax.com

Sincerely,

Blair Labelle,
Manager, Legislative Services/Deputy Clerk
905-619-2529 ext 3342
blair.labelle@townofajax.com

copy:

Ontario Minister of Finance ✓
Joe Dickson, MPP Ajax ✓
R. Ford, Director of Finance/Treasurer, Ajax ✓
City of Brantford ✓
Village of Point Edward ✓
City of Sault Ste. Marie ✓
Town of Gananoque ✓
City of Thunder Bay ✓
Township of Scugog ✓
Municipality of Central Huron ✓
Municipality of Chatham-Kent ✓
City of Hamilton ✓
Town of Fort Erie ✓
Town of Innisfil ✓
Township of Centre Wellington ✓
Town of Hanover ✓
City of Sarnia ✓
Township of Cavan-Monaghan ✓
Town of Milton ✓
City of Ottawa ✓
City of Greater Sudbury ✓
City of London ✓
City of Windsor ✓
City of Toronto ✓
City of Woodstock ✓

**Municipality of Central Huron**

P.O. Box 400, 23 Albert Street, Clinton, Ontario N0M 1L0

Telephone: 519-482-3997 Fax: 519-482-9183

email: info@centralhuron.comweb: centralhuron.com

July 27, 2011

Town of Ajax
65 Harwood Avenue South
Ajax, ON L1S 2H9

Attention: Blair Labelle, Manager, Legislative Services/Deputy Clerk

Dear Mr. Labelle,

RE: Request the OLG to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues not be reduced.

We wish to acknowledge the receipt of your correspondence requesting our support of the above noted matter.

Please be advised that at the regular council meeting of July 11, 2011, the following resolution was passed:

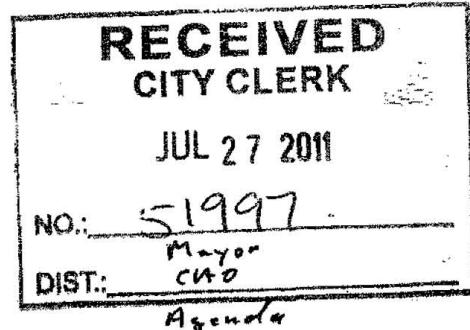
The council of the Municipality of Central Huron supports the resolution from the Town of Ajax and formally requests the OLG to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues will not be reduced; and

That this resolution be sent to all municipalities that host slots and casino facilities, OLG, Carol Mitchell MPP Huron Bruce, and the Ontario Minister of Finance.

Yours truly,

Florence Stalenoef
Deputy Clerk

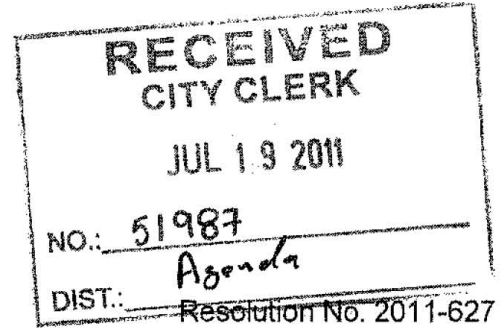
Cc: Ontario Minister of Finance
Carol Mitchell, MPP Huron—Bruce
City of Brantford



Village of Point Edward
City of Sault Ste. Marie
Town of Gananoque
City of Thunder Bay
Township of Scugog
Municipality of Chatham—Kent
City of Hamilton
Town of Fort Erie
Town of Innisfil
Township of Center Wellington
Town of Hanover
City of Sarnia
Township of Cavan—Monaghan
Town of Milton
City of Ottawa
City of Greater Sudbury
City of London
City of Windsor
City of Toronto
City of Woodstock



Office of the Chair



July 11, 2011

The Honourable Dalton McGuinty
Premier of Ontario
Room 281 Main Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier McGuinty:

Subject: Provincial Fees in Health Services

I am writing to advise that Peel Regional Council approved the following resolution at its meeting held on June 23, 2011:

"Whereas, the Region of Peel assumed responsibility for the delivery of land ambulance service January 1, 2001;

And whereas, the Region of Peel entered into an agreement with the Ministry of Health and Long-Term Care (the Ministry) for a subsidized 50/50 cost sharing model;

And whereas, the operating funding for ambulance delivery supported by the Region is provided through Regional tax dollars;

And whereas, the current distribution of revenues from ambulance user co-payments does not reflect the municipal responsibilities for delivering ambulance services and the 50/50 cost sharing with the Ministry;

And whereas, the ambulance user fee of \$45 has not been adjusted for nearly 20 years;

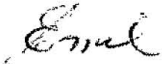
Therefore be it resolved, that the Regional Chair write to the Premier of Ontario and the Minister of Health and Long-Term Care, on behalf of Regional Council, requesting that 100 per cent of the funds collected through ambulance user co-payments be allocated to the Region of Peel to lessen the burden on the Regional taxpayer;

And further, that the ambulance user fee co-payment be reviewed and adjusted to reflect a rate which is based on today's costs for delivering this essential service;

And further, that a copy of this resolution be sent to all designated delivery agents in Ontario, Peel-area MPPs, the CEOs and Chairs of the Mississauga-Halton and Central West Local Health Integration Networks, and the Presidents of all three Peel-area hospitals."

On behalf of Regional Council, I request that you give consideration to the above resolution. I look forward to your reply. Please quote the Region of Peel's reference number in your reply.

Sincerely,



Emil Kolb
Regional Chair and Chief Executive Officer

EK:tr

c: Janette Smith, Commissioner of Health
Peter Dundas, Chief and Director, Peel Paramedic Services

Also sent to:

The Honourable Deb Matthews
Minister of Health and Long-Term Care
10th Floor, Hepburn Block
80 Grosvenor Street
Toronto, Ontario M7A 2C4

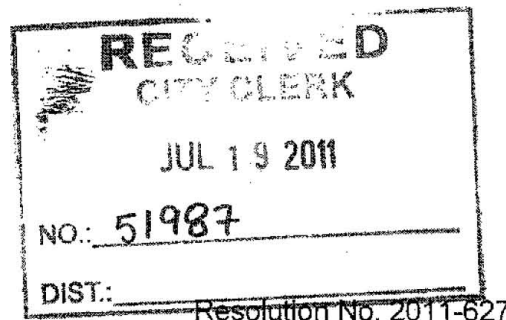
Also Copied:

Charles Sousa, MPP - Mississauga South
Bob Delaney, MPP - Mississauga-Streetsville
Linda Jeffrey, MPP - Brampton-Springdale
Dr. Kuldip Kular, MPP - Bramalea-Gore-Malton
Vic Dhillon, MPP - Brampton West
Sylvia Jones, MPP - Dufferin-Caledon
Amrit Mangat, MPP-Mississauga-Brampton South
Harinder Takhar, MPP-Mississauga-Erindale
Maria Britto, Chair, Central West LHIN
Mimi Lowi-Young, CEO, Central West LHIN
Graeme Goebelle, Chair, Mississauga-Halton LHIN
Bill MacLeod, CEO, Mississauga-Halton LHIN
Anne K. Randell, President and CEO, Brampton Civic Hospital
Janet Davidson, President and CEO, Trillium Health Centre
Kathy Hay, President and CEO, The Credit Valley Hospital

Henry Alamenciak, Chief of EMS, Algoma EMS
Jayne Carman, Clerk & Co-ordinator Council Committee Services, County of Brant
Doug Smith, Chief of EMS, Bruce County EMS
Judy Smith, Manager, Municipal Governance/Clerk, Municipality of Chatham-Kent
Steve Trinier, Director EMS, Cochrane District
Denise Labelle-Gélinas, City Clerk, City of Cornwall
Pam Hillock, Clerk/Director of Corporate Services, Dufferin County Ambulance
P.M. Madill, Regional Clerk, Durham Region
Susan McConnell, Administrative Services Coordinator, Elgin County
Mary Brennan, Director of Council Services/Clerk, Essex Windsor
Dan Shilling, First Nation Manager, Chippewas of Rama First Nation
CAO-Clerk, Frontenac Paramedic Services
Sharon Vokes, County Clerk/Director of Council Services, Grey County EMS
Evelyn Eichenbaum, Clerk, Haldimand County EMS
Tamara Wilbee, County Clerk/HR, Haliburton County EMS
Susan Lathan, Regional Clerk & Director of Council Services, Halton Region EMS
Rose Caterini, City Clerk, City Hall Hamilton EMS
Jim Pine, Chief Administrative Officer/Clerk, Hastings Quinte EMS
David Lew, Chief Emergency Services, Huron County EMS
Keith Kirkpatrick, Chief, City of Kawartha Lakes
Jeff Brooks, Acting Manager, County of Lambton EMS
County Clerk, Lanark County Ambulance Service
Lesley Todd, EMS, United Counties of Leeds and Grenville
Larry Keech, Chief Administrative Officer/Clerk, Lennox and Addington County
Michael MacIsaac, EMS Chief, Manitoulin-Sudbury EMS/SMU
Kathy Bunting, Middlesex County Clerk
Debbie Crowder, District Clerk, District of Muskoka
Office of the Regional Clerk Region of Niagara, Public Health Dept., EMS Division
Jean-Guy Belzile, EMS Manager, District of Nipissing EMS
Bev Wood, Clerk/Manager of Council Services, Norfolk County EMS
Diane Cane, County Clerk, Northumberland County Emergency Medical Services
Leslie Donnelly, Deputy City Clerk, Ottawa Paramedic Service
Brenda Tabor, County Clerk, Oxford Public Health and Emergency Services
Sharon Montgomery-Greenwood, Director of Emergency Services, Parry Sound
Peter Dundas, Chief and Director, Peel Regional Paramedic Service
Kerri Ann O'Rourke, County Clerk, Perth County EMS
Sally Saunders, Clerk, Peterborough County/City EMS
Stéphane P. Parisien, CAO and Clerk, EMS - United Counties of Prescott-Russell
Dan McCormick, Health Services Manager, Rainy River EMS
Jim Hutton, Chief Administrative Officer/Clerk, County of Renfrew EMS
Malcolm White, City Clerk, Sault Ste. Marie Fire Service - EMS Division
Brenda Clark, Clerk, County of Simcoe Paramedic Services
Tim P. Beadman, Chief of Emergency Services, Greater Sudbury EMS
Norm Gale, Chief of EMS, Superior North EMS
Mike Trodd, EMS Chief, District of Timiskaming EMS
Paul Raftis, Chief, Toronto Emergency Medical Services
John Prno, Director Emergency Medical Services, Region of Waterloo
Denis Kelly, Regional Clerk, Corporate Services Department York Region



Office of the Chair



July 11, 2011

The Honourable Deb Matthews
Minister of Health and Long-Term Care
10th Floor, Hepburn Block
80 Grosvenor Street
Toronto, Ontario M7A 2C4

Dear Minister Matthews:

Subject: Provincial Fees in Health Services

I am writing to advise that Peel Regional Council approved the following resolution at its meeting held on June 23, 2011:

"Whereas, the Region of Peel assumed responsibility for the delivery of land ambulance service January 1, 2001;

And whereas, the Region of Peel entered into an agreement with the Ministry of Health and Long-Term Care (the Ministry) for a subsidized 50/50 cost sharing model;

And whereas, the operating funding for ambulance delivery supported by the Region is provided through Regional tax dollars;

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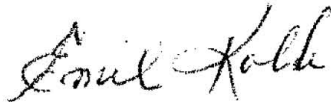
Therefore be it resolved, that the Regional Chair write to the Premier of Ontario and the Minister of Health and Long-Term Care, on behalf of Regional Council, requesting that 100 per cent of the funds collected through ambulance user co-payments be allocated to the Region of Peel to lessen the burden on the Regional taxpayer;

And further, that the ambulance user fee co-payment be reviewed and adjusted to reflect a rate which is based on today's costs for delivering this essential service;

And further, that a copy of this resolution be sent to all designated delivery agents in Ontario, Peel-area MPPs, the CEOs and Chairs of the Mississauga-Halton and Central West Local Health Integration Networks, and the Presidents of all three Peel-area hospitals."

On behalf of Regional Council, I request that you give consideration to the above resolution. I look forward to your reply. Please quote the Region of Peel's reference number in your reply.

Sincerely,



Emil Kolb
Regional Chair and Chief Executive Officer

EK:tr

c: Janette Smith, Commissioner of Health
Peter Dundas, Chief and Director, Peel Paramedic Services

Also sent to:

The Honourable Dalton McGuinty
Premier of Ontario
Room 281 Main Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Also Copied:

Charles Sousa, MPP - Mississauga South
Bob Delaney, MPP - Mississauga-Streetsville
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Amrit Mangat, MPP-Mississauga-Brampton South
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Maria Britto, Chair, Central West LHIN
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Sharon Montgomery-Greenwood, Director of Emergency Services, Parry Sound
Peter Dundas, Chief and Director, Peel Regional Paramedic Service
Kerri Ann O'Rourke, County Clerk, Perth County EMS
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Dan McCormick, Health Services Manager, Rainy River EMS
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Tim P. Beadman, Chief of Emergency Services, Greater Sudbury EMS
Norm Gale, Chief of EMS, Superior North EMS
Mike Trodd, EMS Chief, District of Timiskaming EMS
Paul Raftis, Chief, Toronto Emergency Medical Services
John Prno, Director Emergency Medical Services, Region of Waterloo
Denis Kelly, Regional Clerk, Corporate Services Department York Region

5(c)

Malcolm White

From: Kim Vaudry on behalf of City Clerk
Sent: July 29, 2011 11:04 AM
To: Malcolm White
Subject: FW: July 2011 Northern Growth Plan Progress Update - Mise à jour sur le PCNO (juillet 2011)
Attachments: M11-0601 English.pdf; M11-0601 French.pdf

From: northerngrowthplan (MNDMF) [mailto:northerngrowthplan@ontario.ca]
Sent: July 29, 2011 10:56 AM
To: undisclosed-recipients
Subject: July 2011 Northern Growth Plan Progress Update - Mise à jour sur le PCNO (juillet 2011)

We are pleased to provide a progress update on the Growth Plan for Northern Ontario, 2011 sent on behalf of Cal McDonald, Assistant Deputy Minister, Ministry of Northern Development, Mines and Forestry and Victor Severino, Assistant Deputy Minister, Ministry of Infrastructure.

Please feel free to circulate this update within your organization and to colleagues. If you have received this from a colleague and would like to be added to the subscriber list, please send an email to northerngrowthplan@ontario.ca. If you do not wish to receive future updates, please send an e-mail to northerngrowthplan@ontario.ca

to be removed from our subscriber list.

Nous sommes heureux de vous faire parvenir une mise à jour concernant le Plan de croissance du Nord de l'Ontario, 2011, envoyée au nom de Cal McDonald, sous-ministre adjoint, ministère du Développement du Nord, des Mines et des Forêts, et de Victor Severino, sous-ministre adjoint, ministère de l'Infrastructure.

Veuillez faire circuler cette mise à jour au sein de votre organisme et parmi vos collègues. Si vous avez reçu ce message d'un collègue et désirez ajouter votre nom à notre liste d'envoi, faites-nous-le savoir en envoyant un courriel à plandecroissancedunord@ontario.ca. Si vous ne désirez pas recevoir d'autres mises à jour, faites-nous-le savoir en envoyant un courriel à plandecroissancedunord@ontario.ca pour que nous puissions supprimer votre nom de notre liste d'envoi.

<<M11-0601 English.pdf>> <<M11-0601 French.pdf>>



M11-0601

Dear Northern Ontario partners and stakeholders

We are pleased to share our July 2011 e-bulletin featuring a wrap-up of our recent ThinkNorth II conference in Thunder Bay and Sudbury on June 13 – 16.

Ideas, Insights and Integration

From June 13-16, more than 570 northern delegates from municipalities and First Nations, Métis and Francophone communities joined representatives from education, economic development and government sectors in Thunder Bay and Sudbury for the Think North II Summit. Northerners shared the unique opportunity to exchange ideas with peers and world-class experts around a variety of topics relating to regional economic development planning. In addition to those who attended the summits in person, many across the North were able to participate via webcast at 25 videoconference sites.

Delegates participated in interactive workshops. Led by northern moderators, participants learned from each other and from regional economic development planning specialist from around the globe – what works, what doesn't, and what a little tenacity and a lot of cooperation can achieve. The Northern Advisory Committee and the Sudbury and Regional Pilot Team and the Northwest Task Force who are working on regional economic development planning also took time to meet and lay the foundations for their upcoming work together.

Missed the Summit?

Ministry staff are working to produce a full report on input to be posted on our website. In the meantime, we are sharing some key ideas that were discussed at the summit in the attached "Highlights of Workshop Input". Speaker presentations are also available at <http://ontario.ca/thinknorth>

The Buzz! Here's what delegates had to say about their time at the Summits.

"The consultation was beneficial and stimulating. The input from international perspectives was great."

"It changed my way of thinking on many different subjects."

"To see and hear that we need to DO! It's motivated me; I hope it has others as well."

"Everyone was very passionate, easy to speak to, and this laid some solid groundwork."

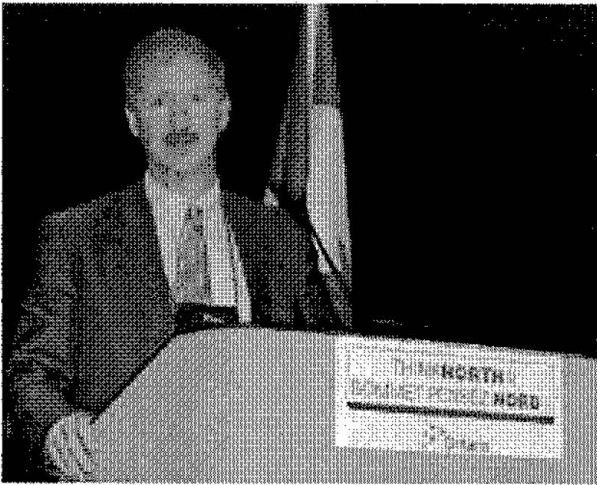
"Vision is one thing - concrete suggestions on how specifically this can be achieved (business plan) is the challenge."

With Our Thanks

We would like to thank all of the northerners who participated and also our ministry and business partners who contributed a great deal to the event's success. Workshops were facilitated by volunteers from the Northern Advisory Committee, the two local implementation teams and six ministries.

Conference organization and services were provided by Northern Ontario Business, Caribou Coach Lines, City of Greater Sudbury Transit, Thunder Bay Valhalla Inn, Thunder Bay Victoria Inn, Sudbury Holiday Inn, Fort William Historic Site, AVW TELAV, Contact North, SHIFT and Sudbury Young Professionals Association.

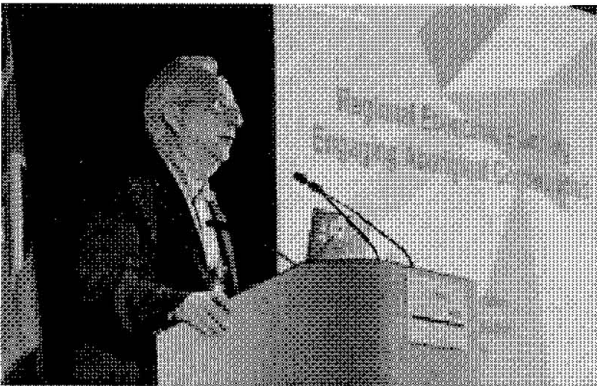
The international speakers continually emphasized that the Summit was not about them telling Northerners how to do regional economic development planning – it was about them listening and sharing and cheering us on.



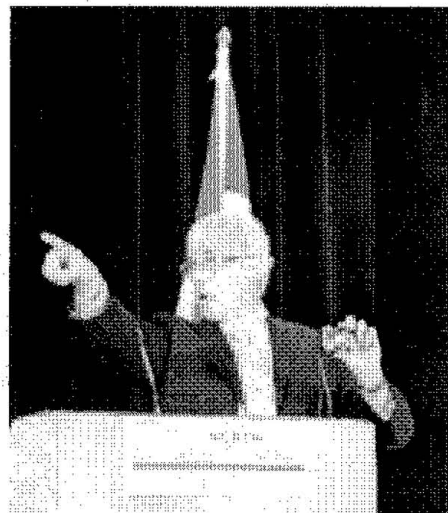
Brian Holst encouraged us to pay attention to the needs of industry and the merits of a strategic approach to support our key clusters



Joy Wilkins emphasized that every community, no matter the size, has the opportunity to ignite sustainable economic growth from within.



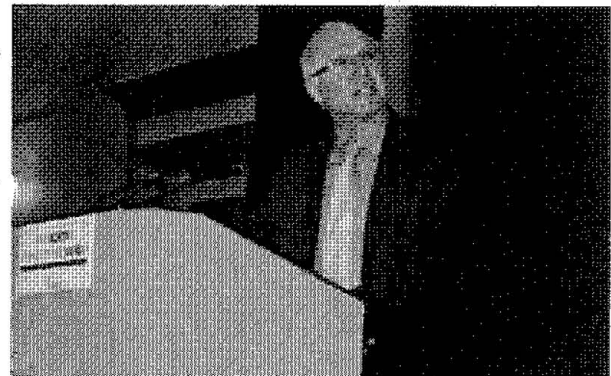
George Brosseau shared powerful stories of the impact that a single individual can make and the importance of listening to the needs of the community.



Robert Muir shared that leadership can come from the most unanticipated places.



John Gallagher (left) reminded us that the success of our relationships is determined by the quality of our conversations together, and that we are all shareholders in the process. Together we must create the investment prospectus for Northern Ontario.

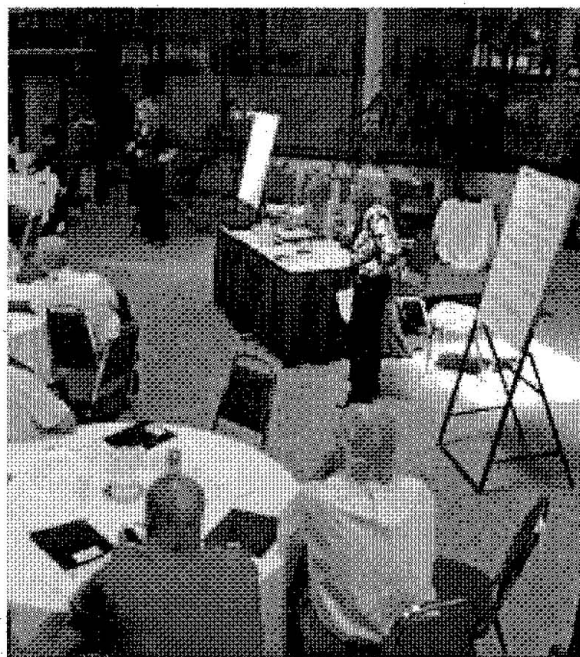


In our meetings and discussions in the days and months ahead, we will remember Stuart Trundle encouraging us to ask ourselves whether what we are discussing is "helping the boat go faster", and if not, then why spend our time on it?

Following the presentations, lively and passionate discussions in the workshops were facilitated by members of the Northern Advisory Committee and the two implementation teams for the pilot regional economic development planning areas.



Tim Commisso, Northern Advisory Committee member, moderating workshop on Building a Northern Ontario Framework.



Jane Blackwell, Northern Advisory Committee Co-chair, moderating workshop on Partnerships for Change.

Let the conversation continue...

Full Summit proceedings will be posted soon on our website at

<http://ontario.ca/thinknorth>

The insights gained from this event will help the Northern Advisory Committee and the pilot implementation teams develop the frameworks for the two pilot regional economic development planning areas in Northern Ontario. We look forward to working with you in the weeks and months ahead and we look forward to your continued contributions to economic development in the North. Thank you for your part in making ThinkNorth II a success.

Sincerely,

Cal McDonald
ADM, Northern Development Division
Ministry of Northern Development,
Mines and Forestry

Victor Severino
ADM, Ontario Growth Secretariat
Ministry of Infrastructure

Highlights of Workshop Input

Key Factors in Building a Northern Ontario Framework: Focus on dialogue, take one step at a time, and work toward a common goal. Focus on the benefits to the region as a whole. Build a winning team, not a team of winners. Initiatives should be solution-based not problem-based.

Our Vision for 2021: Collaborative, integrated decision-making, planning and implementation, with a strong youth population. The creative economy is living here and they are leaders. Northern Ontario is a lifestyle destination. There is a balance between economic development and environmental responsibility. First Nations and Métis communities are being understood and creating economic growth opportunities.

Factors for Success: Northerners need to believe that they can drive change and include youth in the process. It will take patience, trust, strong leadership, continual communication, and a willingness to leave "titles and towns" at the door when people come to the table. Partnerships among communities including Aboriginal communities are critical to success. Work within the Provincial strategy to get the most support for the most important initiatives.

S.W.O.T. Analysis: Northern strengths include diversity, natural resources, and willingness to persevere in the commitment to making the whole of Northern Ontario a prosperous place to be, not just one's own community. Need to speak with "one voice" strongly, clearly and consistently about northern opportunities and challenges. The North has exciting opportunities to build meaningful partnerships between communities and First Nations, however, the region needs to also guard against unhelpful competition amongst communities.

Partnering for Change: Engage the private sector. Businesses are "on the ground", they're in the community – do not leave them out when talking about economic development. Help business understand and respect the relationship Aboriginal people have with Canada and how to work with First Nation communities. "Roll out the red carpet, not the red tape."

Building Relationships: Focus on outreach, understanding and dialogue amongst partners/stakeholders to get to know each other and create trust. Strive for good representation across the population to understand the whole region; everyone has something to offer. Courageous, responsive leadership that has the confidence of partners and stakeholders is part of building a foundation for success. People, not plans, get things done.

Developing Leadership and Human Capacity: Treasure entrepreneurs: they are loyal and will continue to contribute their time, talent and treasure. Human services are an integral part of labour market development. Communities need to support and celebrate local entrepreneurs.



5(d)

David Orazietti, M.P.P. Sault Ste. Marie **News Release**

For Immediate Release
May 31, 2011

ORAZIETTI RE-INTRODUCES LEGISLATION CALLING FOR IMPROVEMENTS TO HIGHWAY 17 IN NORTHERN ONTARIO

*Bill 206 Proposes Federal-Provincial TransCanada Cost-Sharing Agreement to
Increase Public Safety and Support Economic Growth*

Queen's Park – Today, David Orazietti, MPP for Sault Ste. Marie re-introduced legislation calling on the Federal government to enter into a cost-sharing agreement with the province to make improvements to Highway 17, or the TransCanada Highway across Northern Ontario.

"Over 95% of funding for improvements to Highway 17 comes directly from the provincial government and it is time we restore the historic equal cost-sharing agreement for a route that has national interest," said Orazietti. "Northerners deserve a better deal and improvements to Highway 17 are vital for driver safety, economic growth and are in-line with the 2011 Growth Plan for Northern Ontario."

The province has committed \$3.45 billion towards highways in Northern Ontario since 2003, including \$613 million for improvements to Highway 17. In comparison the Federal government has only contributed \$15 million towards Highway 17.

When compared to other provinces, the TransCanada Highway in Northern Ontario has the lowest percentage of 4-laned highway at approximately 14%. Driving on certain portions of Highway 17 can be dangerous without separated traffic, especially in the winter time when snow and ice can create additional challenges. An annual average of 31 fatalities and 1012 injuries occur on Highway 17 as a result of collisions and other incidents. Bill 206 calls on the Federal government to help improve Highway 17 to address these safety concerns.

Highway 17 is a vital economic link in Northern Ontario. On average, 1046 trucks travel every day on Highway 17 in Northern Ontario, with volumes peaking at 2,600 per day. The truck traffic on Highway 17 in Northern Ontario is expected to grow by more than 70% by the year 2026 to about 1,800 trucks per day. Improvements are needed on Highway 17 to address significant growth over the next 15 years.

Congestion, accidents, and injuries on highways cost companies billions of dollars every year in Ontario and, with the vast majority of other provincial portions of the TransCanada Highway already 4-laned, Northern Ontario will be unable to compete for new economic opportunities unless its infrastructure is improved. The quality of highway infrastructure is also a significant influence on tourism and its improvement will help to draw additional economic benefits to the region.

Bill 206 proposes the Federal and Provincial governments develop a plan to improve Highway 17 in a variety of ways that address the concerns of Northern Ontario motorists.

"My vision for the North is to see a modernized TransCanada Highway with improved safety measures, such as additional passing lanes, paved shoulders, rumble strips, rest stops, and ultimately a 4-lane divided highway," said Orazietti.

Orazietti first introduced legislation proposing improvements to Highway 17 in 2006. In 2007, he launched a website (www.4lane17.com) to promote the public campaign for improvements to Highway 17.

Quick Facts:

- In 2007, David Orazietti, MPP introduced Bill 11, "Protecting Children and Youth from Second-Hand Smoke in Automobiles Act, 2007." The Bill was adopted by the Ministry of Health Promotion and Sport and amended the Smoke Free Ontario Act in 2009.
- In 2008, he introduced Bill 59, the "Apology Act, 2008," which enables individuals and organizations, such as hospitals and other public institutions, to apologize for an accident or wrongdoing, without it being used as evidence of liability in a civil legal proceeding under provincial law. The Bill was adopted by the Ministry of the Attorney General and the Ministry of Health and Long Term Care as the Apology Act in 2009.
- In 2010, Orazietti introduced Bill 56, the "Breast Cancer Screening Act, 2010," which proposed increased access to breast cancer screening. Bill 56 passed Second Reading and was referred to the Standing Committee on Social Policy. In the 2011 Ontario Budget the province announced the largest investment and expansion to the Ontario Breast Screening Program (OBSP) in more than 20 years and included reducing the age of entry to the OBSP.
- In 2010, Orazietti introduced Bill 133, the "Wireless Phone, Smart Phone, and Data Service Transparency Act, 2010," which proposes

greater protection and transparency for consumers of wireless phone and data services. Bill 133 passed First and Second Reading with all-party support and has been referred to the Standing Committee on General Government.

-30-

Contact David Oraziatti at (416) 314-6467.

**Constituency Office: 726 Queen St. E., Sault Ste. Marie, ON P6A 2A9 Tel: 705-949-6959 Fax: 705-946-6269
Queen's Park: Suite 6522, 6th Floor, Whitney Block, 99 Wellesley Street West, Toronto ON M7A 1W3
Tel: 416-314-6467 Fax: 416-314-6470 Email: doraziatti.mpp.co@liberal.ola.org**



Ontario

David Oraziotti, M.P.P. Sault Ste. Marie **Backgrounder**

For Immediate Release
May 31, 2011

Bill 206, the "TransCanada Highway Improvement Act (Highway 17), 2011," proposes that the Government of Canada enter into a cost-sharing agreement with the Ontario government to improve the Northern Ontario portion of our national highway in order to enhance public safety, support regional economic growth and boost tourism.

The Federal Government is not funding the TransCanada Highway at traditional levels:

- Introduced in 1949, the TransCanada Highway Act prescribed that the Government of Canada and the provincial governments share the costs of constructing a national highway
- The 1949 bill stated that the Federal government reimburse the provinces for 50% of the costs for any portion of road built after 1928 and mandated that the Government of Canada pay 50% of future costs
- Currently, the Federal government pays for only 5% of the TransCanada highway
- Since 2003 the provincial government has committed \$3.45 billion dollars to highways in Northern Ontario - of this amount, \$613 million has gone towards improvements to Highway 17
- The federal government has committed only \$121 million to TransCanada Highway projects, of which only \$15 million has gone to Highway 17
- Bill 206 calls on the Federal government to restore historic investments to the TransCanada Highway in Ontario

Bill 206 proposes the Federal and Provincial governments adopt a plan to improve public safety on Highway 17:

- The TransCanada Highway in Northern Ontario has the lowest percentage 4-laned highway when compared to other provinces
- On Highway 17 there is an annual average of 416 collisions involving personal injury; resulting in 1012 injuries
- On average, each year, 25 fatal accidents occur costing 31 lives
- Bill 206 advocates for a safety plan to include designated areas to be four-laned and other improvements, such as additional passing lanes, paved shoulders, rest stops and rumble strips

Highway 17 is a vital economic link in Northern Ontario and upgrades are necessary to expand current and future business opportunities:

- On average, 1046 trucks travel every day on Highway 17 in Northern Ontario, with volumes peaking at 2,600 per day
- The truck traffic on Highway in Northern Ontario is expected to grow by more than 70% by 2026 to about 1,800 trucks per day
- Improvements are needed on Highway 17 to address the significant growth expected in the next 15 years
- Over \$2 billion dollars worth of metal, mineral, and forestry products travel across Highway 17 every year
- Congestion, accidents, and injuries on highways cost companies billions of dollars every year
- While Northern Ontario offers the shortest distance to enter certain marketplaces, insufficient infrastructure can influence companies to choose other routes
- With the vast majority of other provincial portions of the TransCanada Highway almost completely 4-laned, Northern Ontario will be unable to compete for new economic opportunities unless its infrastructure is improved

Quick Facts:

- In 2007 David Oraziotti, MPP introduced Bill 11, "Protecting Children and Youth from Second-Hand Smoke in Automobiles Act, 2007." The

Bill was adopted by the Ministry of Health Promotion and Sport and amended the Smoke Free Ontario Act in 2009.

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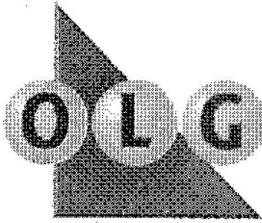
-30-

Contact David Orazietti at (416) 314-3647.

Constituency Office: 726 Queen St. E., Sault Ste. Marie, ON P6A 2A9 Tel: 705-949-6959 Fax: 705-946-6269

Queen's Park: Suite 6522, 6th Floor, Whitney Block, 99 Wellesley Street West, Toronto ON M7A 1W3

Tel: 416-314-6467 Fax: 416-314-6470 Email: dorazietti.mpp.co@liberal.ola.org



CONFIDENTIAL

ONTARIO LOTTERY AND GAMING CORPORATION (OLG)

4120 Yonge Street, Suite 500, Toronto, Ontario M2P 2B8

Ph: 416-224-7047

Fax: 416-224-7002

Date: July 20, 2011

To: Mayor Debbie Amaroso
City of Sault Ste. Marie

Fax: 705-541-7171

From: Jake Pastore
Manager, Municipal and Community Relations

Message:

Please note that there will be a financial transaction to your Municipality's account on July 20, 2011 in the amount of **\$340,576**.

This transaction represents the quarterly payment of the 5%-2% allocation from April 1 to June 30, 2011 as per your agreement with the Ontario Lottery and Gaming Corporation on the operation of the OLG Slots at **Sault Ste. Marie**. This brings the grand total to **\$19,173,632**.

Should you have any questions regarding this payment, feel free to contact me directly at 416-224-7047.

Giacomo (Jake) Pastore
Manager, Community & Municipal Relations
Marketing, Communications and Stakeholder Relations
Phone: 416-224-7047
Fax: 416-224-7002
Email: JPastore@OLG.CA

A Proud Community Partner

CASINO REVENUE SUMMARY

City of Sault Ste. Marie

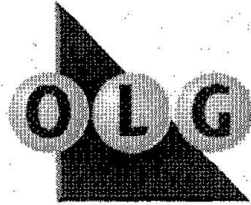
CITY 5% SLOT REVENUE

	TOTAL	Increase over Previous Year
Total 1999	783,232	
Total 2000	1,292,709	65.0%
Total 2001	1,611,235	24.6%
Total 2002	1,926,143	19.5%
Total 2003	1,915,935	-0.5%
Total 2004	1,870,351	-2.4%
Total 2005	1,577,078	-15.7%
Total 2006	1,455,919	-7.7%
Total 2007	1,530,207	5.1%
Total 2008	1,517,040	-0.9%
Total 2009	1,472,299	-2.9%
2010		
January 1 to March 31, 2010	347,646	
April 1 to June 30, 2010	373,970	
July 1 to September 30, 2010	394,017	
October 1 to December 31, 2010	347,449	
Total 2010	1,463,082	-0.6%
2011		
January 1 to March 31, 2011	342,923	
April 1 to June 30, 2011	340,576	
Total 2011	683,499	
Total Funds Received since 1999	19,098,729	

	Jan. to March	% Increase	April to June	% Increase
1999	0	0	0	0
2000	287,177	0%	317,240	0%
2001	320,150	11%	392,289	24%
2002	430,587	34%	490,694	25%
2003	445,897	4%	496,830	1%
2004	483,157	8%	498,329	0%
2005	393,120	-19%	403,218	-19%
2006	344,906	-12%	355,429	-12%
2007	358,727	4%	386,432	9%
2008	352,418	-2%	388,382	1%
2009	356,734	1%	372,517	-4%
2010	347,647	-3%	373,970	0%
2011	342,923	-1%	340,576	-9%

	July to Sept.	% Increase	Oct. to Dec.	% Increase
1999	475,421	0%	307,811	0%
2000	372,049	-22%	316,243	3%
2001	473,346	27%	425,450	35%
2002	534,131	13%	470,731	11%
2003	480,977	-10%	492,231	5%
2004	464,417	-3%	424,448	-14%
2005	408,222	-12%	372,518	-12%
2006	386,201	-5%	369,383	-1%
2007	418,484	8%	366,564	-1%
2008	399,403	-5%	376,837	3%
2009	404,405	1%	338,643	-10%
2010	394,017	-3%	347,449	3%

Prepared by W. Freiburger July 22, 2011



NEWS RELEASE

For Immediate Release
July 20, 2011

OLG DISTRIBUTES \$340,576 TO SAULT STE. MARIE TO ASSIST SAULT AREA HOSPITAL AND PHYSICIAN RECRUITMENT

SAULT STE. MARIE— Sault Ste. Marie received \$340,576 today for hosting OLG Casino Sault Ste. Marie. The payment was for the host municipality's first-quarter share of slots revenue (April to June 2011). To date, Sault Ste. Marie has received more than \$19.1 million in non-tax gaming revenue. Payments are made on a quarterly basis according to the government fiscal year, which runs April to March. OLG Casino Sault Ste. Marie opened on May 24, 1999. Since opening, the facility has attracted more than 10.4 million visitors.

"OLG Casino Sault Ste. Marie has been an important partner and economic force within our community since 1999," says MPP David Oraziotti. "The presence of this facility not only creates employment opportunities, but also provides ongoing revenue that enables us to invest in municipal services and important local projects."

The City designates its share of slots revenue to support the development of the new hospital and physician recruitment program. The City allocates \$1 million per year from its share of slot revenues towards funding the new hospital – a thirteen year commitment that will benefit the community of Sault Ste. Marie and surrounding area.

In total, OLG issued more than \$18.4 million in first-quarter non-tax gaming revenue payments to 23 host municipalities that host OLG Casinos and OLG Slots-at-racetrack facilities. To date, OLG has distributed \$778.1 million to these host municipalities.

Each municipality hosting an OLG Casino facility receives five per cent of the gaming facility's gross slot machine from the first 450 slot machines and two per cent from any additional machines over that number. Funds are used at the discretion of the municipality.

In 2011/2012, the province will allocate \$120 million in gaming revenue to support charities through the Ontario Trillium Foundation (OTF).

Every year, the Government of Ontario allocates two per cent of gross revenue from slot machines at OLG Casinos and OLG Slots-at-racetrack facilities to the province's problem gambling program for research, treatment and prevention programs. The amount for fiscal 2011/2012 is estimated at \$41 million.

OLG Casino Sault Ste. Marie is owned, operated and managed by OLG.

OLG is a provincial agency responsible for province-wide lottery games and gaming facilities. Since 1975, OLG lotteries, Casinos, Slots, and Resort Casinos have generated more than \$34 billion for the benefit of the Province of Ontario. Gaming proceeds support Ontario's hospitals, amateur sport, recreational and cultural activities, communities, provincial priority programs such as health care and education, and local and provincial charities and non-profit organizations through the Ontario Trillium Foundation.

Know your limit, play within it!

THE ONTARIO PROBLEM GAMBLING HELPLINE 1-888-230-3505
Disponible en français

-30-

Media Contact:

OLG Media Relations

(888) 946-6716

www.OLG.ca



PAGE 1 OF 2

APPENDIX B-2A

**CITY OF SAULT STE. MARIE
INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED**

APPROVALS

NOTE: All signatures of approval must be provided on one original form..

Name of Group/Organization: SAULT AREA HOSPITAL FOUNDATION

Contact Person: DAVID SILVER Telephone No. 705-759-3816

Name of Event: RBC ROYAL CANADIAN CITIZENEST

Date(s) of Event: SEPT 11, 2011 Site: ROBERTA BONNAR PAVILION

Times of Event: 12:00 NOON - 4:00 PM Location: FOSTER DRIVE

Times of Beer Garden: 12:00 NOON - 4:00 PM

DAVID SILVER

CHERYL PAVONIC

Name of Permit/Licence Holder

Name of Identified Designate

Signature of Permit/Licence Holder

Signature of Identified Designate

41 GRAVELLE ST.

48 APPALACHA AVE.

Address of Permit/Licence Holder

Address of Identified Designate/Telephone

705-759-3816 silverd@sah.on.ca 705-759-3832 pavonic@sah.on.ca

Telephone/E-Mail

Telephone/E-Mail

1. Sault Ste. Marie Police Service

2. Sault Ste. Marie Fire Services
Fire Prevention Office

[Signature]
Signature of Official

[Signature]
Signature of Official

3. Algoma Public Health
Environmental Health

4. Community Services Department
Recreation and Culture Division or
Community Centres

[Signature]
Signature of Official

[Signature]
Signature of Official

TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____

_____ Date

C.S.D. Staff Representative _____

_____ Signature

Note: This form must be completed and handed in to the site supervisor two weeks prior to the event.

INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED

Name of Group/Organization: SAULT AREA HOSPITAL FOUNDATION
 Contact Person: DAVID SHIER Telephone #: 705-759-3816
 Name of Event: RBC Royal Bank CHILIFEST
 Date(s) of Event: SEPT 11, 2011 Site: ROBERTA BONDAR PAVILION
 Times of Event: 12:00 NOON - 4:00 PM Location: FOSTER DRIVE
 Times of Beer Garden: 12:00 NOON TO 4:00 PM
 Name of Permit/Licence Holder: DAVID SHIER Name of Identified Designate: CHERYL PAVONI
 Signature of Permit/Licence Holder: [Signature] Signature of Identified Designate: [Signature]
 Address of Permit/Licence Holder: 41 GRAVELLE ST. Address of Identified Designate: 48 APPALOSA AVE.
 Telephone/E-Mail: 705-759-3816 shierd@sah.on.ca Telephone/E-Mail: 705-759-3832 pavonic@sah.on.ca

Number of SMART SERVE Trained Event Staff (bartenders, ticket sellers, cashiers, servers, floor and door monitors) required by C.S.D. representative: (normally a minimum 3 per shift). This information must be provided in writing at least one week prior to the event.

10 Number of event staff X 1 Number of shifts = 10 event staff

Names and Certification Numbers of Event Staff (bartenders, ticket sellers, cashiers, servers, floor and door monitors) required per shift -- include name, SMART SERVE Certification # and shift hours) (Please attach additional sheet if required):

1.	GISELLE CHARELLO	020523084582	} 12 NOON TO 4:00 PM
2.	DONNA GREGG	9511213799899	
3.	DAVID SHIER	9511213806594	
4.	NANCY KING	021217119670	
5.	HEATHER LANG	001218014259	
6.	KAYLA MA	E07060400168	
7.	SILVANA MACPHERSON	050506240247	
8.	DEBBIE MACPHERSON	9708111415420	
9.	KRYSTAL GRECO	030929163534	
10.	MEGHAN MACDONALD	E03030500012	

Number of Security/Control Persons Required: FOUR (4) HIRED SECURITY STAFF

Will a Tent(s) be used? Yes () No (X) If a tent will be used please indicate the size. The C.S.D. staff representative must approve the location of the tent. _____

5(g)



THE ROYAL CANADIAN LEGION BRANCH 25

P.O. BOX 22040 — SAULT STE. MARIE, ON — P6B 6H4

OFFICE: (705) 945-8721 — Lounge (705) 256-6921

FAX (705) 945-6372

City of Sault Ste. Marie
Municipal Clerk
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

To Whom It May Concern:

Regarding: Extension of Liquor Permit # 44404 August 20, 2011

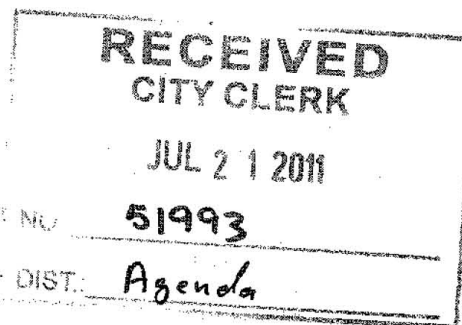
Please be advised that the Royal Canadian Legion Branch 25 in Sault Ste. Marie will be hosting the Annual Horseshoe Tournament at their location 96 Great Northern Rd., Sault Ste. Marie, Ontario on August 20, 2011.

As per the AGCO application, we require a letter from you that states "no objection" to the extension. The letter may be sent to the above address attention Dean Allen

If you have comments or concerns, please contact the writer at (705) 942-5386.

Sincerely

for Dear Allen, Vice-President
Horseshoe Club



TO: MALCOLM WHITE, CITY CLERK
FROM: DOWNTOWN ASSOCIATION
RE: Temp. street closure
2:30 pm - 4:30 pm
Fri. Sept. 16
Walk of Fame

Malcolm -

Fixing the six required
signatures for the above closure.

Sincerely,

Andy Crawford
Downtown Assoc.

Aug. 2/11

RECEIVED	
CITY CLERK	
AUG 03 2011	
NO.:	52005
DIST.:	

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Downtown Association TELEPHONE: 705 942 2919

ADDRESS: 496 Queen St. East. POSTAL CODE: M6A 1Z8
Contact: Cindy Ellen Crawford

The above person hereby makes application for the closing of

Queen St. East - from Bruce St. to Dennis Street.

(Name of street to be closed)

from west side of Bruce Street to east side of Dennis St.
(reference points - street numbers, cross streets, etc.)

on the 16th day of Sept., 20 11 from 2³⁰ am/pm to 4³⁰ am/pm (2 hrs.)

for the purpose of Walk of Fame Ceremony (public gathering near

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Sgt. R. Magnan #209 AUG 02 2011

Signature of Official

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
(date) (By-law No.)

JUL-28-2011 THU 03:38 PM DOWNTOWN ASSOCIATION

FAX: 705 942 6368

P. 001/001

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Downtown Association TELEPHONE: 705 942 2919

ADDRESS: 496 Queen St. East. POSTAL CODE: M6A 1Z8
Contact: Cindy Ellen Crawford

The above person hereby makes application for the closing of

Queen St. East - from Bruce St. to Dennis Street

(Name of street to be closed)

from West side of Bruce Street to East side of Dennis St.
(reference points - street numbers, cross streets, etc.)

on the 16th day of Sept., 20 11 from 2³⁰ am/pm to 4³⁰ am/pm (2 hrs.)

for the purpose of Walk of Fame Ceremony (public gathering near

Essex Centre entrance /
Memorial Tower area)

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
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72 Tancred Street

Signature of Official

Signature of Official

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Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

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Telephone 946-1227
Fax 945-5883
65 Old Garden River Road

6. Downtown Association
Telephone 942-2919
Fax 942-8368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Downtown Association TELEPHONE: 705 942 2919
ADDRESS: 496 Queen St. East. POSTAL CODE: M6A 1Z8
Contact: Andy Ellen Crawford

The above person hereby makes application for the closing of
Queen St. East - from Bruce St. to Dennis Street.
(Name of street to be closed)

from west side of Bruce Street to east side of Dennis St.
(reference points - street numbers, cross streets, etc.)

on the 16th day of Sept. 2011 from 2³⁰ am/pm to 4³⁰ am/pm (2 hrs.)

for the purpose of Walk of Fame Ceremony (public gathering near
Essex Centre entrance /
Memorial Tower area)

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept.
Telephone 949-8300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
|---|---|

Signature of Official

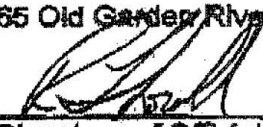
Signature of Official

- | | |
|--|--|
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street |
|--|--|

Signature of Official

Signature of Official

- | | |
|---|--|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|--|



Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____ (date) _____ (By-law No.)

5(h)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Downtown Association TELEPHONE: 705 942 2919

ADDRESS: 496 Queen St. East. POSTAL CODE: M6A 1Z8
Contact: Andy Ellen Crawford

The above person hereby makes application for the closing of

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for the purpose of Walk of Fame Ceremony (public gathering near
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Memorial Tower area)

APPROVALS SECTION:

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Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____ (date) _____ (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Downtown Association TELEPHONE: 705 942 2919
 ADDRESS: 496 Queen St. East POSTAL CODE: M6A 1Z8
 Contact: Ginny Ellen Crawford

The above person hereby makes application for the closing of

Queen St. East - from Bruce St. to Dennis Street.
 (Name of street to be closed)

from West side of Bruce Street to East side of Dennis St.
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 72 Tancred Street

 Signature of Official

 Signature of Official

3. Public Works & Transportation Dept.
 Telephone 541-7000
 Fax 541-7010
 128 Sackville Road

4. Transit/Parking
 Telephone 759-5320
 Fax 759-5834
 111 Huron Street

 Signature of Official

 Signature of Official

5. Central Ambulance Communication
 Centre (C.A.C.C.)
 Telephone 946-1227
 Fax 946-6883
 65 Old Garden River Road

6. Downtown Association
 Telephone 942-2919
 Fax 942-6368
 496 Queen Street East
 (QUEEN STREET CLOSINGS ONLY)

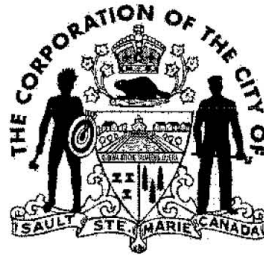
 Signature of Official

 Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
 (date) (By-law No.)

Joseph M. Fratesi, B.A., J.D. (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

2011 08 15

Mayor Debbie Amaroso 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. **Brad Miller – Public Works & Transportation - Transit**
Northern Ontario Transit Meetings
September, 2011
Thunder Bay, Ontario
Estimated total cost to the City - \$ 931.48
Estimated net cost to the City - \$ 931.48
2. **Don Scott – Public Works & Transportation - Transit**
Northern Ontario Transit Meetings
September, 2011
Thunder Bay, Ontario
Estimated total cost to the City - \$ 931.48
Estimated net cost to the City - \$ 931.48
3. **Bob Camirand – Public Works & Transportation - Transit**
Northern Ontario Transit Meetings
September, 2011
Thunder Bay, Ontario
Estimated total cost to the City - \$ 931.48
Estimated net cost to the City - \$ 931.48
4. **Keith Ash – Public Works & Transportation**
Snow School 2011
Alliston, Ontario
Estimated total cost to the City - \$ 2,130.70
Estimated net cost to the City - \$ 2,130.70

5. **Rob Gardner – Public Works & Transportation**
Snow School 2011
Alliston, Ontario
Estimated total cost to the City - \$ 1,830.70
Estimated net cost to the City - \$ 1,830.70
6. **Dave Jewitt – Public Works & Transportation**
Snow School 2011
Alliston, Ontario
Estimated total cost to the City - \$ 1,830.70
Estimated net cost to the City - \$ 1,830.70
7. **John Luszka – Human Resources**
OMHRA Fall Conference
Orillia, Ontario
Estimated total cost to the City - \$ 1,281.59
Estimated net cost to the City – \$ 1,281.59
8. **John Luszka – Human Resources**
2011 Drug Plan Management Conference
Mississauga, Ontario
Estimated total cost to the City - \$ 52.25
Estimated net cost to the City – \$ 52.25
9. **Ken Fewchuk – Public Works & Transportation**
Snow School 2011 - Mechanics
Alliston, Ontario
Estimated total cost to the City - \$ 794.50
Estimated net cost to the City - \$ 794.50
10. **Brian Avery – Public Works & Transportation**
Snow School 2011 - Mechanics
Alliston, Ontario
Estimated total cost to the City - \$ 1,094.50
Estimated net cost to the City - \$ 1,094.50
11. **Chris White – Public Works & Transportation**
Snow School 2011 - Mechanics
Alliston, Ontario
Estimated total cost to the City - \$ 794.50
Estimated net cost to the City - \$ 794.50

12. Scot Billingsley – Public Works & Transportation

Snow School 2011 - Mechanics

Alliston, Ontario

Estimated total cost to the City - \$ 794.50

Estimated net cost to the City - \$ 794.50

13. Michelle Kelly – Engineering & Planning

OACA Secretary-Treasurer Fall Seminar

Oxford County, Ontario

Estimated total cost to the City - \$ 858.75

Estimated net cost to the City - \$ 858.75

14. Don Maki – Engineering & Planning

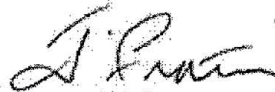
LMCBO Fall Workshop

Port Severn, Ontario

Estimated total cost to the City - \$ 1,151.00

Estimated net cost to the City - \$ 1,151.00

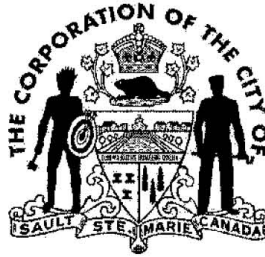
Yours truly,



JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2011 08 15

Mayor D. Amaroso and
Members of City Council
Civic Centre

Re: Tender for Roof Replacement at 65 Old Garden River Road

Attached hereto for your information and consideration is a summary of the tenders received for the replacement of the roof at the Regional Emergency Services Complex at 65 Old Garden River Road.

The tender was prepared by the City's Consultant, Yves Rochon of Garland Canada Inc., publicly advertised and tender documents were forwarded to all firms on our bidders list. A public opening of the tenders received was held August 4, 2011, with Councillor Susan Myers representing City Council.

The tenders received have been evaluated and reviewed with Mr. Rochon, and Mr. Jim St. Jules, Assistant Fire Chief, and the low tendered price, meeting specifications, has been identified on the attached summary. A copy of the Consultant's report is also attached for your review.

Funding for this project will be derived from Capital from Current for \$75,000.00, and the balance from revenues received from DSSAB for rental of space in RESC.

RECOMMENDATION

It is therefore my recommendation that the tender for the Roof Replacement at 65 Old Garden River Road be awarded to Maverick & Son Exteriors, at their tendered price of \$451,900.00, plus provisional costs as applicable and HST.

This report is submitted for Council's approval.

Respectfully submitted,

[Signature]
for Ralph Robertson
Manager of Purchasing

RR:nt
Attach.

Recommended for approval,

[Signature]
W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

[Signature]
Joseph M. Fratesi
Chief Administrative Officer

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

5(j)



GARLAND CANADA, INC.

DESIGNING SOLUTIONS THAT WORK!

Yves Rochon

3 Kilmorey Court, North Bay, Ontario P1C 1L9

Phone: 705-492-8001 Fax: 705-474-5084

rochon@garlandcanada.com

Tuesday August 9, 2011

Marcel Provenzano
Fire Chief, Sault Ste. Marie Fire Services
District of Algoma Fire Coordinator
72 Tancred Street
Sault Ste. Marie, Ontario P6A 2W1

RE: Summary of Tender Results and Opinion Tender – RFT 11-402

Dear Mr. Provenzano,

The following is to serve as Garland Canada's official opinion of tender results for project RFT 11-402, for the roof replacement of the Regional Emergency Services Complex located at 65 Old Garden River Road in Sault Ste. Marie.

From the five (5) contractors that attended the tender meeting held on Wednesday July 27th 2011, The Corporation of the City of Sault Ste. Marie received bids from three contractors. At the tender opening meeting that was held on Thursday August 4, 2011 at 15:00 (local time), located at the Civic Centre Steelton Room, the tender packages from the following three (3) contractors were opened and evaluated as follows:

Results:

Contractor:	Pro North Roofing & Industrial Maintenance
Base Tender Bid Amount:	\$440,000.00 (HST excluded)
Tender Submission Status:	Irregular submittal
Comments:	As part of Addendum #1, there was a revised "Provisional Items – page 56" provided. The contractor did not submit using the revised page as stipulated, requested and provided within this addendum which created an irregular submittal status due to incomplete pricing.
Contractor:	MJM Roofing and Siding Inc.
Base Tender Bid Amount:	\$444,610.00 (HST excluded)
Tender Submission Status:	Complete, not meeting specification
Comments:	As per section 2 – Specific Conditions, point 2.5 (page 7) of the tender package, there is a clear and concise requirement for a scheduling project completion date of October 15, 2011. MJM Roofing altered the bid form to reflect a completion date of December 2, 2011, therefore recommend that this submission be disqualified for not meeting the requirements of the specification.

Contractor: Maverick and Son Exteriors and Consulting Services Inc.
Base Tender Bid Amount: \$451,900.00 (HST excluded)
Tender Submission Status: Complete, with full compliance to specification
Comments: N/A

Summary of Provisional Items:

The intent of requesting pricing during the base tender period for provisional items is to minimize exposure to potential "extra costs" for various items that are unknown and/or can not be assessed until the demolition of the existing roof system occurs. Based on the prices received and physical condition of the existing roof system in question, it is anticipated that the total costs of all Provisional Items tendered will not exceed \$3,000.00 (HST excluded), above and beyond the base tender amounts listed above.

As per the pricing received and indicated above, coupled with the tender submission statuses provided, I am of the opinion that the pricing received from all contractors is both fair and competitive. Via copy of this letter, I am recommending that The Corporation of the City of Sault Ste. Marie proceed with the execution of a contract with Maverick and Son Exteriors and Consulting Services Inc. for the replacement of the roof at the Regional Emergency Services Complex located at 65 Old Garden River Road.

Please do not hesitate to contact me should you have any questions with the information provided within this report, and/or require further information.

Sincerely,



Yves E. Rochon
District Manager
Northern Ontario / Quebec / Maritimes

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$400,000.00

Received August 4, 2011
File #2011FA01

SUMMARY OF TENDERS
ROOF REPLACEMENT AT 65 OLD GARDEN RIVER ROAD

<u>Firm</u>	<u>Bid Price</u> <u>(H.S.T. extra)</u>	<u>Projected</u> <u>Completion Date</u>	<u>Remarks</u>
Maverick & Son Exteriors Sault Ste. Marie, ON	\$451,900.00	October 15, 2011	Meets specifications Bid Bond submitted
MJM Roofing and Siding Inc. Sault Ste. Marie, ON	\$444,610.00	December 02, 2011	Does not meet Specifications - Completion Date Stated Completion Date after Tender Requirement of October 15, 2011 Bid Bond submitted
Pro North Roofing Sault Ste. Marie, ON			Tender Irregular - Incomplete Pricing Bid Bond submitted

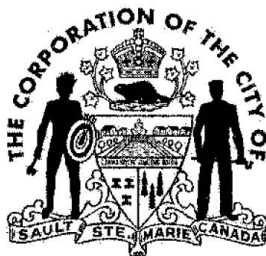
NOTE: The low tendered price, meeting specifications, is boxed above.

It is my recommendation that the tendered price, submitted by Maverick & Son Exteriors and Consulting Services Inc., be accepted.

Ralph Robertson
Manager of Purchasing

513

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2011 08 15

Mayor D. Amaroso and
Members of City Council
Civic Centre

Re: Tenders for Equipment - Public Works & Transportation Department

Attached hereto for your information and consideration are the summaries of the tenders received for the supply and delivery of various pieces of equipment required by the Public Works and Transportation Department.

The tenders were publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders received was held July 21, 2011, with Councillor S. Butland, representing City Council.

The tenders received have been thoroughly evaluated and reviewed with the Finance Department and with Mr. M. Blanchard, Manager - Equipment/Building Maintenance, and the low tendered prices, meeting specifications, have been identified on their respective summaries.

The budget allocation for this equipment, identified in the 2011 P.W. & T. Equipment Reserve is \$625,000.00, 2011 Landfill Reserves is \$40,000.00 and the 2011 Winter Control-Hired Equipment is \$90,000.00; and the total purchase and lease prices amount to \$654,724.30.

It is therefore my recommendation that the tenders for equipment be awarded as follows:

<u>Item</u>	<u>Supplier</u>	<u>Amount</u>
One (1) Loader/Backhoe	Toromont Cat	\$131,758.00
One (1) 3-5 Ton Rigid Frame Steel Drum Roller	Nortrax Canada.	\$ 87,941.12
One (1) 64000 GVW Truck c/w Garbage Packer Body	Lakeway Truck Centre.	\$252,930.93
One (1) Parks Industrial Loader	HD Equipment.	\$ 67,861.02

...2

- 2 -

Lease of Two (2) Motor Graders
c/w Snow Wing & Front Blade

Strongco Equipment. \$ 89,133.24

Two (2) Remanufactured
Compactor Wheels

Toromont Cat \$ 25,100.10

This report is submitted for Council's approval.

Respectfully submitted,


for 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 Amount: \$135,000.00

Received: July 21, 2011
File: 2011WA07

SUMMARY OF TENDERS
ONE (1) LOADER/BACKHOE

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (Including trade-in & taxes)</u>	<u>Remarks</u>
HD Equipment Sales & Serv. Sault Ste. Marie, ON	2011 New Holland B110B	90 w/days	1 year Unlimited Hours	\$79,746.36	Does not meet Specifications HP less than Specified Reach less than specified
Nortrax Canada Ltd. Lively, ON	2011 John Deere 710 J	60 w/days	1 year Unlimited Hours	\$153,352.30	Meets Specifications
Toromont CAT Sault Ste. Marie, ON	2011 Caterpillar 450E	90 w/days	1 year Unlimited Hours	\$131,758.00	Meets Specifications
Tracks & Wheels Sault Ste. Marie, ON	2011 Case 590SN	90 - 120 w/days	1 year Unlimited Hours	\$87,202.10	Does not meet Specifications HP less than Specified Reach less than specified

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

It is my recommendation that the tendered price which includes trade-in allowance and H.S.T. at 13%, submitted by Toromont CAT, be accepted.

Ralph Robertson
Manager of Purchasing

5(K)

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$110,000.00

Received: July 21, 2011
File: 2011WA08

SUMMARY OF TENDERS
ONE (1) 3-5 TON RIGID FRAME STEEL DRUM ROLLER

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (Including trade-in & taxes)</u>	<u>Remarks</u>
J. A. Larue Inc. Mississauga, ON	2011 LeeBoy 400T	90 w/days	1 year	\$59,266.24	Does not meet Specifications HP rating for engine less than specified Drums smaller diameter than specified Fuel Capacity less than specified Local Service to be arranged
NORTRAX Canada Inc. Lively ON	2011 Bomag BWSAS (4 - 6)	50 w/days	1 year/ 1,000 hrs	\$87,941.12	Meets Specifications with minor variances
Tracks & Wheels Equipment Brokers Inc. Sault Ste. Marie, ON	2011 Case DV204	90-120 w/days	1 year	\$50,686.15	Does not meet Specifications Not equipped with Tow Package Drums smaller diameter than specified Not Rigid Frame

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

It is my recommendation that the tendered price which includes the Trade-In Allowance and H.S.T. at 13%, submitted by NORTRAX Canada Inc., be accepted.

Ralph Robertson
Manager of Purchasing

5/10

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$295,000.00

Received: July 21, 2011
File: 2011WA10

SUMMARY OF TENDERS
ONE (1) 64,000 GVW TRUCK C/W GARBAGE PACKER BODY

<u>Firm</u>	<u>Opt.</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>(Including trade-in</u> <u>and taxes</u>	<u>Remarks</u>
CUBEX Ltd. Brantford, ON		2012 Freightliner M2 HEIL Multitask Manual SL	120 - 150 w/days from receipt of chassis	1 year - Truck 6 months - Equip. Pkg.	\$247,397.68 (trade-in declined)	Does not meet Specifications No NSM Certification
Joe Johnson Equip. Innisfil, ON		2012 Freightliner M2 106V Labrie Expert 2000 T Equipment Pkg	210 - 225 w/days	2 year Unlimited Mileage - Truck & Engine 1 year - Equip. Pkg.	\$257,348.46	Meets specifications.
Lakeway Truck Centre Sault Ste. Marie, ON	1	2012 International 7400 SBA 6x4 Fanotech F175HE-33 Equipment Pkg	190 w/days	1 year Unlimited Mileage - Truck 3 year/150,000 miles - Engine 1 year - Equip. Pkg.	\$228,388.68	Does not meet Specifications Fanotech not ISO9000 Certified Fanotech not CWB Certified No Automation Connections
	2	2012 International 7400 SBA 6x4 Labrie Expert 2000 T Equipment Pkg	190 w/days	1 year Unlimited Mileage - Truck 3 year/150,000 miles - Engine 1 year - Equip. Pkg.	\$252,930.93	Meets specifications.
TMS Truck Centre Sault Ste. Marie, ON	1	2012 Freightliner M2 106V Labrie Expert 2000 T Equipment Pkg	180 - 200 w/days	2 year Unlimited Mileage - Truck & Engine 1 year - Equip. Pkg.	\$257,913.46	Meets specifications.
	2	2012 Freightliner M2 106V Fanotech F175HE-33 Equipment Pkg	180 - 220 w/days	2 year Unlimited Mileage - Truck & Engine 1 year - Equip. Pkg.	\$242,660.93	Does not meet Specifications Fanotech not ISO9000 Certified Fanotech not CWB Certified No Automation Connections

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

It is my recommendation that the tendered price which includes the Trade-In Allowance and H.S.T. at 13%, submitted by Lakeway Truck Centre, for Opt. 2 be accepted.

Ralph Robertson
Manager of Purchasing

5/15

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$85,000.00

Received: July 21, 2011
File: 2011WA11

SUMMARY OF TENDERS
ONE (1) PARKS INDUSTRIAL LOADER

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (Including taxes)</u>	<u>Remarks</u>
HD Equipment Sales & Serv. Sault Ste. Marie, ON	2011 New Holland U80B	90 w/days	1 year Unlimited Hours	\$67,861.02	Meets Specifications
Nortrax Canada Ltd. Lively, ON	2012 John Deere 210LJ	110 w/days	1 year Unlimited Hours	\$80,230.00	Meets Specifications with minor variances
Tracks & Wheels Sault Ste. Marie, ON	2011 Case 570M XT	120 w/days	1 year Unlimited Hours	\$68,571.79	Meets Specifications

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

It is my recommendation that the tendered price which includes H.S.T. at 13%, submitted by HD Equipment Sales & Service be accepted.

Ralph Robertson
Manager of Purchasing

5(k)

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$90,000.00 for two

Received: July 21, 2011
File: 2011WA12

SUMMARY OF TENDERS
LEASE OF TWO (2) MOTOR GRADERS C/W SNOW WING & FRONT BLADE

<u>Firm</u>	<u>Make & Model</u>	<u>Warranty</u>	<u>Monthly Lease Rate/Unit</u> <u>(including mtce. & taxes)</u>	<u>Total Annual Cost/Unit</u> <u>(6 months)</u> <u>(including taxes)</u>	<u>Remarks</u>
Nortrax Canada Inc. Toronto, ON	2011 John Deere 770G	12 months	\$8,294.24	\$49,765.44	Meets specifications Extra hours billed at \$35.00/hour plus taxes
Strongco Equipment Mississauga, ON	2011 Volvo G960	12 months 1500 hours	\$7,427.77	\$44,566.62	Meets specifications Extra hours billed at \$15.00/hour plus taxes
Toromont Cat Sault Ste. Marie, ON	2011 Caterpillar 140 M2	12 months	\$7,797.00	\$46,782.00	Does not meet Specifications Not Steering Wheel Turning Blade Dimension & Fastening not as specified Extra hours billed at \$35.00/hour plus taxes
Tracks & Wheels Equipment Sault Ste. Marie, ON	2010 Case 885B	12 months unlimited hrs	\$9,297.50	\$55,785.00	Meets specifications Extra hours billed at \$29.50/hour plus taxes

Note: The low tendered lease rate, meeting specifications, is boxed above.
It is my recommendation that the tendered lease rate, submitted by Strongco Equipment, be accepted.

Ralph Robertson
Manager of Purchasing

5(k)

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$40,000.00

Received: July 21, 2011
File: 2011WA13

SUMMARY OF TENDERS
TWO (2) REMANUFACTURED COMPACTOR WHEELS

<u>Firm</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price for Two (2) (After Refund of Core Charges & including taxes)</u>	<u>Remarks</u>
HJ Industries Inc. Avon, Ohio	15-20 w/days	4 yrs/ 10,000 hrs	\$43,194.25	Meets specifications Refundable Core Charges of \$5,000.00 for 2 U.S. Funds
NORTRAX Canada Inc. Lively, ON	14 w/days	Not Stated	\$42,940.00	Meets specifications Refundable Core Charges of \$0.00 for 2
Toromont CAT Sault Ste. Marie, ON	10 w/days	10,000 hrs	\$25,100.10	Meets specifications Refundable Core Charges of \$9,233.77 for 2

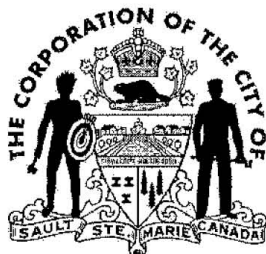
Note: The low tendered price, meeting specifications, is boxed above.

It is my recommendation that the tendered price after the Refundable Core Charges are deducted and which includes H.S.T. at 13%, submitted by Toromont CAT, be accepted.

Ralph Robertson
Manager of Purchasing

516

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2011 08 15

Mayor D. Amaroso and
Members of City Council
Civic Centre

Re: Tenders for Equipment - Public Works & Transportation Department

Attached hereto for your information and consideration are the summaries of the tenders received for the supply and delivery of various pieces of equipment required by the Public Works and Transportation Department.

The tenders were publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders received was held July 27, 2011, with Councillor M. Bruni, representing City Council.

The tenders received have been thoroughly evaluated and reviewed with the Finance Department and with Mr. M. Blanchard, Manager - Equipment/Building Maintenance, and the low tendered prices, meeting specifications, have been identified on their respective summaries.

The budget allocation for this equipment, identified in the 2011 P.W. & T. Equipment Reserve is \$485,000.00 and the 2011 Cemetery Reserves is \$26,000.00; and the total purchase price amounts to \$490,762.40.

It is therefore my recommendation that the tenders for equipment be awarded as follows:

<u>Item</u>	<u>Supplier</u>	<u>Amount</u>
One (1) Truck Mounted Pavement Marking Vehicle	Linetech Equipment Mfg.	\$280,974.50
One (1) Diesel Riding Mower c/w Front Mower Deck & Leaf Blower	Northshore Tractor Ltd..	\$ 22,600.00
One (1) 3-Wheel Broom Street Sweeper	Joe Johnson Equipment.	\$187,187.89

This report is submitted for Council's approval.

Respectfully submitted,

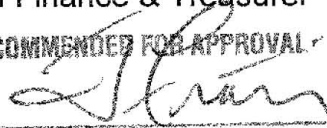

for Ralph Robertson
Manager of Purchasing

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 Amount: \$250,000.00

Received: July 27, 2011
File: 2011WA14

SUMMARY OF TENDERS
ONE (1) TRUCK MOUNTED PAVEMENT MARKING VEHICLE

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>(including taxes)</u>	<u>Remarks</u>
Linetech Equipment Mfg. Ltd. St. Catharines, ON	2012 Isuzu NU4YW Chassis 2011 Linetech AATOTE Equip. Pkg.	70 w/days	2 years Truck 1 Year Equip. Pkg.	\$280,974.50	Meets specifications

Note: Although only one tender was received, the pricing was deemed to be fair & equitable.

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

It is my recommendation that the tendered price which includes H.S.T. at 13%, submitted by Linetech Equipment Mfg. Ltd., be accepted.

Ralph Robertson
Manager of Purchasing

5(1)

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$26,000.00

Received: July 27, 2011
File: 2011WA15

SUMMARY OF TENDERS
ONE (1) DIESEL RIDING MOWER C/W FRONT MOWER DECK & LEAF BLOWER

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>(Including trade-in</u> <u>& taxes)</u>	<u>Remarks</u>
Northshore Tractor Ltd. Echo Bay, ON	2011 Kubota F2680E	5 w/days	2 years	\$22,600.00	Meets specifications

Note: Although only one tender was received, the pricing was deemed to be fair & equitable.

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

It is my recommendation that the tendered price which includes the Trade-In Allowance and H.S.T. at 13%, submitted by Northshore Tractor Ltd., be accepted.

Ralph Robertson
Manager of Purchasing

5(1)

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$235,000.00

Received: July 27, 2011
File: 2011WA17

SUMMARY OF TENDERS
ONE (1) 3-WHEEL BROOM STREET SWEEPER W/BELT CONVEYOR

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>(including trade-in</u> <u>& taxes)</u>	<u>Remarks</u>
Joe Johnson Equipment Inc. Innisfil, ON	2011 Pelican P (NP)	60 - 70 w/days	1 year	\$187,187.89	Meets specifications

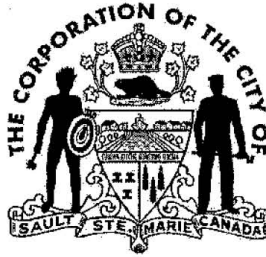
Note: Although only one tender was received, the pricing was deemed to be fair & equitable.

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

It is my recommendation that the tendered price which includes the Trade-In Allowance and H.S.T. at 13%, submitted by Joe Johnson Equipment Inc., be accepted.

Ralph Robertson
Manager of Purchasing

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2011 08 15

Mayor D. Amaroso and
Members of City Council
Civic Centre

Re: Tender for Four (4) 40' Low Floor Transit Buses

Attached hereto for your information and consideration is a summary of the tenders received for Four (4) 40' Low Floor Transit Buses required by the Transit Division of the Public Works & Transportation Department.

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held on August 3, 2011, with Councillor P. Christian representing City Council.

The tenders received have been thoroughly evaluated and reviewed with Transit Division staff, and the low tendered price meeting specifications, has been identified on the attached summary.

Funding for these buses comes from the 2010 Surplus for \$425,000.00 and \$1,500,000.00 from the Federal Gas Tax Revenues.

RECOMMENDATION

It is therefore my recommendation that the tender for Four (4) 40' Low Floor Transit Buses be awarded to Nova Bus at their total tendered price of \$1,751,952.00, including H.S.T., for the stock units tendered.

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 Amount: \$1,925,000.00

RECEIVED: August 3, 2011
File: 2011CK01

SUMMARY OF TENDERS
FOUR (4) 40' LOW FLOOR TRANSIT BUSES

<u>Firm</u>	<u>Opt.</u>	<u>Make & Model</u>	<u>Price/Unit</u> (Includes Extended Engine & Transmission Warranties; H.S.T. extra)	<u>Price for Four(4)</u> (Includes H.S.T.)	<u>Basic Warranty</u>	<u>Delivery</u>	<u>Remarks</u>
Daimler Buses North America Ltd. Mississauga, ON		2012 Orion VII	\$372,142.00	\$1,682,081.84	1 Year 80,000km	168 w/days	Does not meet Specifications Alternative transmission tendered Delivery Time exceeds Dec. 31, 2011 Requirement.
New Flyer Industries Canada ULC Winnipeg, MB		2012 New Flyer XD40	\$417,431.00	\$1,886,788.12	1 Year 80,000km	110 w/days	Does not meet Specifications Not equipped with Stainless Steel Undercarriage Delivery Time exceeds Dec. 31, 2011 Requirement.
Nova Bus St. Eustache, QC		2011 Nova Bus LFS	\$401,150.00	\$1,813,198.00	1 Year 80,000km	160 w/days	Meets Specifications Delivery Time exceeds Dec. 31, 2011 Requirement.
	Stock Units	2011 Nova Bus LFS	\$387,600.00	\$1,751,952.00	1 Year 80,000km	45 w/days	Meets Specifications Delivery Time meets Dec. 31, 2011 Requirement.

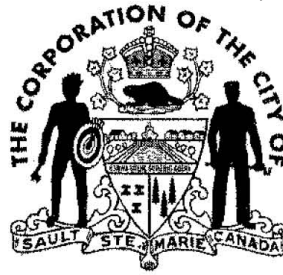
NOTE: The low tendered price, meeting specifications & the required Delivery Date prior to Dec. 31, 2011, is boxed above.
It is my recommendation that the low tendered price, submitted by Nova Bus, for Stock Units be accepted.

Ralph Robertson
Manager of Purchasing

5(m)

Peter A. Liepa
City Tax Collector

5(n)
Tax & Licence Division
Finance Department



2011 08 15

Mayor Debbie Amaroso
and Members of City Council
Civic Centre

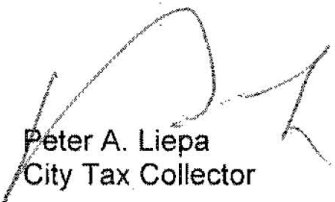
RE: Property Tax Appeals

Attached are the listings that summarize applications for adjustments to the Tax Roll pursuant to Sections 334 & 357 of the Municipal Act, 2001.

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

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,


Peter A. Liepa
City Tax Collector

PAL/md

Attach.

Recommended for Approval:


William Freiburger
Commissioner of Finance & Treasurer


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 334
OF THE MUNICIPAL ACT, 2001

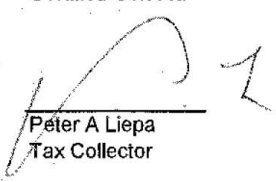
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2010

DATE: 2011 08 15
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
030-034-003-00	701 PINE ST	RIOCAN (PINE PLAZA) INC	CT/ST	A	10-00A			CONFIRMED
030-038-009-00	44 GREAT GREAT NORTHERN RD	RIOCAN HOLDINGS INC	CT/ST	A	10-00B			CONFIRMED

Certified Correct:

TOTAL 0.00 0.00 0.00


Peter A Liepa
Tax Collector

A. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR IN THE CALCULATION OF TAXES

5(n)

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2010

DATE: 2011 08 15
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES INTEREST	TOTAL ADJUSTMENT
040-021-151-00	293 BAY ST	ALGOMA CENTRAL PROPERTIES INC	CT/ST	F	10-059	16,179.77	16,179.77
REPORT TOTAL							16,179.77


Peter A Liepa
Tax Collector

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

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

5(n)

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

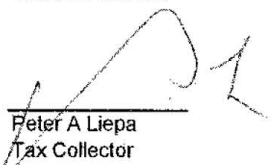
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2011

DATE: 2011 08 15
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL
						TAXES	INTEREST	ADJUSTMENT
040-030-097-00	414 QUEEN ST W	THE ST MARY'S RIVER BRIDGE CO	RT	D	11-008	744.08		744.08
040-030-099-00	406 QUEEN ST W	THE ST MARY'S RIVER BRIDGE CO	RT	D	11-009	837.55		837.55
040-030-100-00	101 HUDSON ST	THE ST MARY'S RIVER BRIDGE CO	CT/RT	D	11-010	2,633.63		2,633.63

Certified Correct:

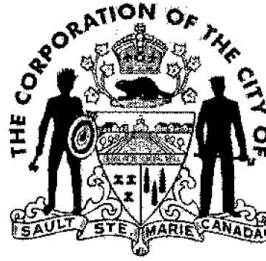
TOTAL 4,215.26 0.00 4,215.26


Peter A Liepa
Tax Collector

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

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

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2011 08 15

Mayor Debbie Amaroso
Members of City Council

Re: Six Month Financial Report to June 30, 2011

This report will highlight issues identified after a review of the 2011 six month financial report to June 30, 2011 provided under separate cover.

The following issues are highlighted with an estimated annual variance from the 2011 budget provided.

Additional Costs

1. Insurance – additional cost – \$150,000

Insurance costs paid for small claims and third party deductible continues to increase. We are estimating the 2011 actual to be \$500,000 as compared to a budget of \$350,000. The Legal Department is currently reviewing the circumstances for these claims.

2. Police – additional cost – \$200,000

Police Services estimates \$200,000 in additional overtime costs due to several police investigations.

3. Fuel Costs – additional cost – \$600,000

Public Works consumes about 2 million litres of fuel each year at a budgeted amount of \$1 per litre. We estimate the additional annual cost to be \$600,000 if the current fuel prices continue for the balance of 2011.

– more –

Additional Revenues

4. Provincial Offences – additional revenue – \$300,000

We are estimated additional net revenues but this revenue stream is unpredictable since it depends on fines issued by the Court.

5. Supplementary Taxes – net additional revenue – \$200,000

Additional supplementary revenues from new assessment in excess of the budget less amounts paid for rebate programs.

Other Issues

1. The 2011 budget includes an allocation of \$150,000 for unforeseen expenditures. These funds have not been accessed in 2011 and I would suggest this allocation be reserved to offset higher fuel costs.
2. A major assessment appeal is outstanding and we expect to have a ruling by September 2011.
3. The 2011 budget includes \$500,000 of revenue from the 2010 surplus. If a surplus is not generated in 2011, additional revenues or expenditure reductions will be required to replace this revenue source in the 2012 budget.
4. Another report will be provided after the September 30, 2011 results are finalized.

This report is provided for the information of Council.

Respectfully submitted,



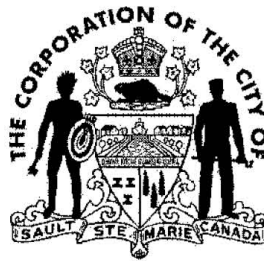
W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl
attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Rachel Tyczinski
Deputy City Clerk &
Manager of Quality
Improvement



**City Clerk's
Department**

2011 08 15

Mayor Debbie Amaroso and
Members of City Council

RE: 2011-2014 Corporate Strategic Plan

Please find attached under separate cover a draft copy of the 2011-2014 corporate Strategic Plan.

Objectives and activities of the plan are the result of input from Council, the public and City staff, as well as review of corporate and outside agency reports and information.

Data received from a recent employee health and wellness survey has also been integrated into the draft plan.

From January to March 2011, members of City Council were surveyed and interviewed. During the same time period, surveys were made available to municipal staff (including members of the Senior Management Team) via the City's Intranet and to the public through the City's website. It is significant to note that public response through the website was unprecedented.

Data was sorted and presented to City Council and senior staff on March 28, 2011, at which time City Council gave senior staff direction as to which activities should be included in the draft Strategic Plan and reviewed the relevance of corporate values, vision and mission statements.

Members of the Senior Management Team and division heads subsequently met to add further detail to activities identified by City Council

The draft Plan will be made available to the public through the City's website. Comments from Council and the public will be received until Friday, September 2, 2011.

A final copy of the corporate Strategic Plan will be presented to City Council for consideration at a September Council meeting.

-More-

RECOMMENDATION

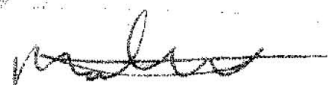
"That the report of the Deputy City Clerk and Manager of Quality Improvement concerning 2011-2014 corporate Strategic Plan be received as information."

Respectfully submitted,



Rachel Tyczinski
Deputy City Clerk &
Manager of Quality Improvement

Recommended for approval,



Malcolm White
City Clerk

attachment

RECOMMENDED FOR APPROVAL

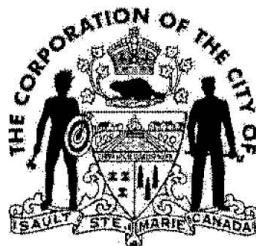


for Joseph M. Fratesi
Chief Administrative Officer

5(q)

HUMAN RESOURCES DEPARTMENT

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



CIVIC CENTRE
99 Foster Drive,
Sault Ste. Marie, ON.
P6A 5N1
Tel: (705) 759-5361
Fax: (705) 541-7177

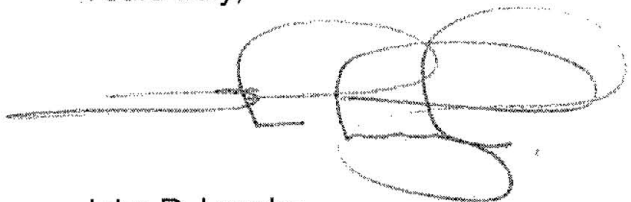
2011 08 08

MEMO TO: Mayor Debbie Amaroso &
Members of City Council

**RE: SERVICE AGREEMENT WITH NEW EMPLOYEE
ASSISTANCE PROGRAM (E.A.P.)
CARRIER: CERIDIAN LIFEWORKS**

This is to request City Council authorize me to sign the attached Service Agreement with Ceridian Lifeworks by passing the Bylaw found elsewhere on the Council Agenda.

Yours truly,

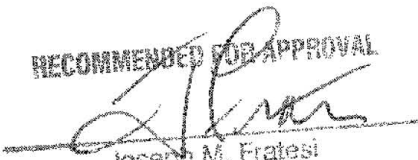

John R. Luszka
Commissioner of Human Resources

JRL/jg

Cc: J. Fratesi
N. Kenny

Attachments

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Client Information			
Client Name Corporation of The City of Sault Ste. Marie (the "Client")			Current # of Employees Covered 914
Legal Name (if different than above) N/A			
Street Address Civic Centre		City Sault Ste. Marie	Province Ontario
Type of Business: Municipal Government		Length of Time in Business: 100	
Type of Legal Entity: Corporation		Language Preference: English	
Primary Contact for Agreement			
Name John Luszka		E-mail address j.luszka@cityssm.on.ca	
Phone No. (705) 759-5365		Fax No.	

1. Definitions and Interpretation. As used in the Agreement:

1.1 "Affiliate(s)" means a person that directly or indirectly controls, is controlled by, or is under common control with, a Party, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or otherwise;

1.2 "Agreement" means this agreement, and all Schedules and Exhibits hereto;

1.3 "Business Day" means any day of the year other than a Saturday, Sunday or a Statutory or civic holiday in: (i) the provinces of Ontario, Canada or the province in Canada of the Client's registered head office; or (ii) in the Territory(ies), if a Territory is other than Canada, but only to the extent such term refers to a Service being delivered in respect of such Territory;

1.4 "Canadian CPI" means the "All-items Consumer Price Index" (not seasonally adjusted) for Canada, based on percentage increase and not index points, published by Statistics Canada or any successor government agency;

1.5 "Ceridian Contractor" means any person who is not a Party or an employee of Ceridian, who Ceridian contracts or otherwise engages to assist with or perform any part of the Services;

1.6 "Ceridian Property" means, collectively: (i) any and all systems, hardware, software, networks, online content, applications, source codes, specifications, templates, modules, devices, equipment, documentation or other property owned, licensed, leased, produced, designed, created or used by Ceridian as of the Effective Date or thereafter, whether for purposes of providing the Services pursuant to the Agreement or for any other purpose; (ii) all Confidential Information of Ceridian; (iii) all Materials; and (iv) any and all Intellectual Property in any of the foregoing or related thereto;

1.7 "Client Data" means any data and Intellectual Property of the Client supplied by or on behalf of the Client to Ceridian hereunder, or any such data or Intellectual Property created as a result of the processing of such data;

1.8 "Confidential Information" means any information identified by either Party and/or its Affiliates as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party's (and/or an Affiliate's) business, employees, service methods, software, documentation, financial information, prices and product plans;

1.9 "Effective Date" has the meaning set forth in Section 3.1;

1.10 "Fees" means the fees payable by the Client to Ceridian for the Services, as contemplated in Section 4 below, and/or any corresponding Pricing Schedule;

1.11 "Intellectual Property" means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction;

1.12 "Licensed Property" means such Ceridian Property and Third Party IP as may be required for use directly by the Client for the sole purpose of allowing the Client to receive and use the Services internally, including all computer software and databases supplied by Ceridian to the Client, and the Intellectual

Property embodied therein, together with all related application modules, applicable customer implementation and production tool sets and related application support tool sets, all replacements for each of the foregoing, and all modifications, updates, additions or enhancements to such software and associated user documentation for each of the foregoing;

1.13 "Materials" means all materials, including forms (including data collection forms provided by Ceridian), brochures, tip sheets, posters, and online content furnished by Ceridian to the Client, and any derivatives thereof;

1.14 "Parties" means collectively the Client and Ceridian, and each is a "Party";

1.15 "Personal Information" means information about an identifiable individual and which constitutes information governed by any applicable privacy or data protection law, statute or regulation;

1.16 "Pricing Schedule" means the Exhibit A attached hereto (or attached to a Service Exhibit, if the Service Exhibit is executed subsequent to this Agreement and deemed an amendment hereto, as the case may be) setting forth the applicable prices and fees to be paid by the Client in respect of one or more Services;

1.17 "Professional Services SOW" or "SOW" means a written Statement of Work to be signed by both the Client and Ceridian, setting forth in detail the work, services and deliverables to be provided by Ceridian in respect of any professional services work not otherwise detailed in a Service Exhibit.

1.18 "Service Exhibit(s)" means the exhibit(s) attached hereto (or executed subsequent to this Agreement and deemed an amendment hereto, as the case may be) describing the Service(s) to be delivered by Ceridian (or one of its Affiliates or Ceridian Contractors) to the Client (and/or one or more of its Affiliate(s)) within the Territory or Territories described in such Service Exhibits;

1.19 "Services" means, collectively, the services and any Materials, Licensed Property and/or other deliverables to be supplied with the services provided by Ceridian to the Client under this Agreement, as such services are more particularly described in a Service Exhibit or a Professional Services SOW, and each is a "Service";

1.20 "Service Start Date" means, in respect of a Service, the actual date on which Ceridian commenced providing such Service. The anticipated Service Start Date will be identified in the applicable Service Exhibit or Pricing Schedule, and the Parties shall confirm in writing the actual Service Start Date for each Service when known;

1.21 "Taxes" means all sales taxes, value added taxes, goods and services taxes, business transfer taxes, withholding taxes or any other taxes now or hereafter levied or imposed by any governmental authority by reason of or with respect to the provision of the Services to the Client, but, for certainty excluding Ceridian's taxes for income derived under the Agreement;

1.22 "Territory" means the territory or territories in respect of which a Service is to be delivered, as identified in the applicable Service Exhibit;

1.23 "Third Party IP" means Intellectual Property expressly identified as property licensed by a third party rather than by Ceridian or an Affiliate of Ceridian; and

1.24 "Third Party License Terms" means written terms by which a third party licenses the use of the Third Party IP to the Client.

The terms "including" and "includes" shall, wherever they appear in this Agreement, be deemed to be followed by the statement "without limitation", and neither of such terms shall be construed to limit any words or statement which it follows to the specific or similar items or matters immediately following it.

2. Services:

General

2.1 Ceridian shall provide the Service(s) to the Client, in the respective Territory or Territories as more particularly set forth in the Service Exhibit(s). Each Service shall be provided on and subject to the terms and conditions of this Agreement. The Client acknowledges and agrees that certain Services or parts thereof may be subcontracted by Ceridian to Ceridian Contractors, including Affiliates of Ceridian. However, regardless of any such subcontract, Ceridian shall remain solely liable for all of its obligations hereunder, and shall require all of its Ceridian Contractors to comply with all applicable provisions of the Agreement, including complying with the obligations relating to Confidential Information and Personal Information as set forth in Section 5.

2.2 Without prejudice to the foregoing, the Client hereby acknowledges that the practice and procedures for certain Services may vary from country to country. Accordingly, notwithstanding Section 15.1 regarding choice of law, any assessment of whether a Ceridian Contractor used reasonable care and skill shall be undertaken having regard to industry practice and custom in the relevant Territory.

2.3 All Services are provided to the Client on the strict condition that they are used for the Client's own internal business use and not for re-sale by the Client or for any use by the Client that would constitute providing a service for third parties. However, and notwithstanding the above it is agreed that the Services may be used by the Client's Affiliates provided that:

2.3.1 the Services are used by the Client and/or its Affiliates only within the respective Territory in which Ceridian has agreed to provide such Service;

2.3.2 the Client shall remain liable for the acts and omissions of all of its Affiliates as if the acts and omissions were acts and omissions of the Client;

2.3.3 any loss or damage arising in connection with the Services incurred by such Client Affiliate shall be actionable by the Client as if such loss and damage were incurred by the Client, but shall not be actionable by the Client's Affiliate directly against Ceridian or any Ceridian Contractor;

2.3.4 such Affiliate shall be deemed to have agreed to comply with all covenants and obligations on the part of the Client herein, and agreed that Ceridian shall be entitled to all of the rights and benefits granted herein, as if such Affiliate has been a signatory to this Agreement;

2.3.5 the Client shall be jointly and severally liable with the Affiliate for any and all Fees and other charges, arising as result of such Affiliate's use of the Services, including any consequent increases in transactions, user numbers, set-up requirements, data records or Service provision; and

2.3.6 as a condition of allowing the Affiliate to access or continue to use the Services, Ceridian may, but shall not be obliged to, require the Affiliate to execute such documentation as reasonably required by Ceridian to confirm the Affiliate's agreement to the terms hereof.

2.4 Some Services include transmission of instructions and other data to third parties who are not subcontractors of Ceridian. In all such cases, the scope of the Services does not include the processing of those instructions by the relevant third party. Accordingly, Ceridian does not accept responsibility for the execution of such instructions or the performance by any third party in connection with but outside the scope of this Agreement (including the transmission of data through third party service providers), and Ceridian shall not be responsible for the consequences if such third parties are unable to receive, transmit or execute data, howsoever arising. For the avoidance of doubt, nothing in this Section 2.4 shall excuse Ceridian's liability for such failures caused by errors or omissions of Ceridian or a Ceridian Contractor.

2.5 Ceridian will use all reasonable efforts to supply the Services in conformance with the dates and times set forth in the Service Exhibit, including the Service Start Date. However, except for any dates which are expressly identified in the Service Exhibit as critical (by way of example only, payroll processing dates), the Parties acknowledge and agree that all dates and times for performance of any obligations in the Service Exhibits have been estimated in good faith, and the Client shall not be entitled to any compensation (and for certainty, in no event shall Ceridian or any Ceridian Contractor be liable, whether in tort, contract or otherwise, to the Client) for any damage or loss whatsoever resulting from a failure to meet such estimated time frames. Without limiting the generality of the foregoing, but for the avoidance of doubt, if the Service is not available by the Service Start Date, any fixed term of a Service shall not commence until the actual Service Start Date.

2.6 In the event of any conflict between the terms set forth in the main body

of this Agreement applicable to all Services, and the terms applicable to only one or more particular Service(s) as set forth in any Service Exhibit and/or Pricing Schedule, the terms of the Service Exhibit and/or Pricing Schedule shall govern.

2.7 For each Service, the Client will appoint one or more individuals to act as its Service Contact, who will serve as the Client's authorized representative for all matters generally in relation to that Service. Ceridian may (if it considers reasonable in the circumstances), but shall not be obliged to, communicate with, provide information to, accept instructions from, or otherwise deal with, any person acting on behalf of the Client in relation to a Service, in addition to such authorized representative. The Client may at any time change the individual(s) serving as its authorized representative, by notifying Ceridian in writing of such change, and an authorized representative may delegate (by written notice to Ceridian) some or all of his responsibilities as authorized representative to one or more individuals.

Additional Professional Services

2.8 Any work or services to be delivered by Ceridian which are not described in a Service Exhibit shall be described in a Professional Services SOW. However, and for the avoidance of doubt, if for any reason work or services are provided by Ceridian to the Client (at the Client's request and/or consent) which are not specifically identified in a Service Exhibit or Professional Services SOW, such work will be provided subject to the terms and conditions of this Agreement, and at Ceridian's then current price for such additional work or services. The scope of services in a Professional Services SOW may be amended from time to time upon mutual agreement in writing of both parties. Ceridian shall assign employees or subcontractors qualified to perform such professional services work, who shall exercise due professional care and competence in the performance of such Services.

2.9 The Client shall: (a) furnish qualified personnel to work with Ceridian personnel in the execution of each SOW; (b) supply adequate resources and information as mutually agreed upon; (c) notify Ceridian in writing of any request for changes to the SOW; (d) review and accept or reject each deliverable within 10 Business Days of notification by Ceridian of completion of such work, or within such other time frame (and/or in such manner) as may be expressly contemplated in a SOW, such acceptance not to be unreasonably withheld. Subject to any express acceptance criteria to the contrary set forth in an SOW, each deliverable will be deemed to be accepted by the Client on the 10th Business Days after notification by Ceridian of completion of such work, unless the Client has provided Ceridian (within such 10 Business Day period) with written notice rejecting such work and specifying the manner in which such the deliverable is defective; and (e) during the term of this Exhibit and for one year thereafter, not to solicit the services of any Ceridian employees who were involved in the performance of the Services.

2.10 Changes in the scope of Services, made at Client's request or as a result of events beyond Ceridian's reasonable control, may require changes to the Fees and estimated completion dates. Any change in the scope of Services must be agreed to in writing by both Parties before Ceridian performs work that would cause the cost estimate for the project to be exceeded. In the event that performance on the part of either Party is delayed or suspended as a result of circumstances beyond its reasonable control and without its fault or negligence, then the period of performance and term of this Service Exhibit shall be extended to the extent of any such delay and neither Party shall incur any liability to the other Party as a result of such delay or suspension. If any delays in Ceridian's performance occur as a result of the Client's failure or untimely performance, the term of this Service Exhibit shall be extended to the extent of any such delay and Ceridian shall not incur any liability to the Client as a result of such delay. If such delays last for 30 days or more, Ceridian shall be entitled to terminate this Service Exhibit by giving the Client written notice, such termination to be effective on the date indicated in the notice.

2.11 For the avoidance of doubt, but without limiting the generality of Section 6 of the Agreement, unless otherwise expressly agreed to in writing by the Parties, Ceridian shall remain the sole and exclusive owner of all Intellectual Property (as such term is defined in the Agreement) created in the performance of its obligations hereunder, the Client shall only acquire personal utilization licensee rights and merely entitle the Client to receive the Services, and no property, ownership or real right or interest in such property or any component thereof is granted, assigned, conveyed, transferred, licensed or sold to the Client by virtue of the Agreement (all in accordance with Section 6 of the Agreement).

3. Term and Termination:

3.1 This Agreement will become effective when signed by the Client and by Ceridian (the "Effective Date"), and shall continue until terminated in accordance with the terms hereof. The term for each particular Service shall commence on the Service Start Date and continue for the length of the term expressly set forth in the specific Service Exhibit, or if no term is expressly stipulated, then until the Service is terminated by either Party upon 90 days' prior written notice to the other, or is otherwise terminated in accordance with the terms of this Agreement. For the avoidance of doubt:

3.1.1 any Service Exhibit may be discontinued or terminated in accordance with the specific terms of the Service Exhibit, without terminating or otherwise affecting other Services or any other term of this Agreement (provided, however, that Ceridian reserves the right to adjust the Fees payable for any remaining Services if such Fees payable by the Client were discounted or otherwise established by Ceridian based on the Client also receiving the Services which were terminated);

3.1.2 if the Agreement is terminated in accordance with the terms hereof, all Services shall terminate immediately upon the effective termination date of this Agreement; and

3.1.3 if the respective terms for all Services contemplated hereunder have expired (without renewal) or otherwise been discontinued or terminated, this Agreement shall be at an end and of no further force and effect (save and except for any rights or obligations of the Parties which accrued prior to the expiration or termination of the Agreement and which by their nature survive the expiration of this Agreement, but subject always to Section 15.3).

3.2 Ceridian shall use reasonable efforts to ensure that the Service is available to the Client on the anticipated Service Start Date as shown on the Service Exhibit or Pricing Schedule, if any. If the Service is not available by such anticipated date, the term of the Service shall not commence until the actual Service Start Date, and the Client shall not be entitled to any compensation (and for certainty, in no event shall Ceridian or any Ceridian Contractor be liable, whether in tort, contract or otherwise, to the Client) for any damage or loss whatsoever resulting from such delay.

3.3 This Agreement may be terminated as follows:

3.3.1 subject to any express provision in a Service Exhibit to the contrary, upon 90 days' prior written notice served by either Party, provided such notice period expires on or after any fixed or other minimum term for the Service(s) (such term as contemplated and referred to in Section 3.1);

3.3.2 immediately by Ceridian without further notice to the Client, if the Client fails to pay any Fees when due, and such failure continues for a period of 7 Business Days after Ceridian provides the Client with written notice of such breach;

3.3.3 by either Party if the other Party fails to perform, or is otherwise in default of, any one or more of its material obligations under this Agreement (except failure by the Client to pay Fees, when the provisions of subsection 3.3.2 shall prevail), and fails to remedy such failure within 30 days after receiving written notice of default from the non-defaulting Party specifying the particulars of the breach and expressly referring to the threat of termination under this Section 3.3.3, or if such breach is of a nature that it cannot be reasonably remedied within such 30-day period, then if the Party fails to commence to remedy such breach within such 30-day period or thereafter fails to proceed diligently to remedy such breach; or

3.3.4 immediately by either Party if the other Party is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent, or any corporate action, legal proceedings or other procedure or step is taken against the Client (or any Affiliate of the Client receiving Services) in relation to or with a view to winding-up, dissolution, administration (whether out of court or otherwise), reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise, or the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the Client / Affiliate or any of its assets, or any analogous procedure or step is taken in any jurisdiction.

For the avoidance of doubt, the Client's obligation to pay all Fees that have accrued as at the effective date of termination will survive any termination.

3.4 If the Client cancels this Agreement or any Service prior to the expiration of any fixed or minimum term expressly set forth in a Service Exhibit, or on less than any express minimum notice period, such early termination shall constitute a material breach of this Agreement, and in such case Ceridian shall be entitled to receive a payment from the Client (as a genuine estimate of liquidated damages and not as penalty) an amount equal to the average monthly Fees (computed based on the Fees for such Service(s) provided to the Client during the 3-month period immediately preceding such cancellation) multiplied by the number of whole or partial months between the date that the

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cancellation is effective and the expressed date on which the Service(s) was scheduled to expire as set forth in the Service Exhibit, less a discount of 25%. However, no cancellation charge shall be due if the Client terminates this Agreement for cause in accordance with Section 3.3.3 or 3.3.4 of this Agreement.

4. Fees and Payments:

4.1 The Client will pay the Fees plus all applicable Taxes, in the amounts and in accordance with the payment terms and processes set forth in the Service Exhibits, Professional Services SOW and/or Pricing Schedule. In the event the Fees are billed in a Territory other than Canada to a Client (or Affiliate) outside Canada, but for Services which include Canadian Services, the Client (or Affiliate, as the case may be) shall be solely responsible to self-assess for all Taxes relating to such Services recorded in Canada (to the extent such Taxes are not paid to Ceridian).

4.2 Unless otherwise expressly stated in the applicable Service Exhibit, Professional Services Exhibit and/or Pricing Schedule:

4.2.1 the Fees identified in the Pricing Schedule may be increased by Ceridian no more than once in any 12 month period and the first such increase in respect of each Service will be calculated and effective on the first anniversary of the Service Start Date for such Service (on a cumulative basis from such date, regardless of whether or not an increase is implemented each year); and

4.2.2 the Fees for implementation, training, customization and other professional services will be invoiced and payable (net 30 days) as follows; (a) where the Fees for such Services are less than \$2,500, 100% upon execution of the Service Exhibit and/or Professional Services SOW; and (b) for all other such Services, 25% upon execution of the Service Exhibit and/or Professional Services SOW, and the balance by way of monthly draws / invoices based upon the percentage of work completed.

4.3 The Client shall, in addition to all Fees, reimburse Ceridian for all reasonable expenses (in accordance with Ceridian's then current expense policy) incurred in connection with the implementation and provision of the Services, including travel, accommodation and meals. Travel and subsistence will be charged from the location from which the respective Ceridian employee performing the work is based, to the required place of work. Ceridian will endeavour to direct staff for most appropriate use of skills and economy of expense.

4.4 Ceridian may charge a late payment fee in the amount of 1 1/2% per month for late payments made by the Client. The Client agrees to pay late payment fees including all costs of collection (including reasonable legal fees and expenses). If the Client fails to comply with any of the terms of payment for more than 7 Business Days after receipt of a written demand for payment, Ceridian may, in addition to any other right available to it, suspend performance of all or any part of its Services.

4.5 All Fees are payable in the currency stated in the relevant Pricing Schedule and shall be remitted to Ceridian in that currency. If remitted in another currency and/or from outside Canada, sufficient funds must be remitted such that the net sum received by Ceridian in the requisite currency after foreign exchange and other bank charges is that stated on the relevant invoice. Ceridian will be entitled to invoice the Client for any shortfall.

5. Confidentiality and Privacy:

5.1 Neither Party shall disclose Confidential Information of the other Party. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party; (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party; (iii) was known to the receiving Party at the time of disclosure; (iv) was generated independently by the receiving Party; or (v) is required to be disclosed by law, subpoena or other legal process. Ceridian may transfer the Client's Confidential Information to a governmental agency or other third party to the extent necessary for Ceridian to perform its obligations under this Agreement or if the Client has given Ceridian written authorization to do so.

5.2 Ceridian and the Client each hereby represent that they have taken all commercially reasonable steps to ensure that they will at all times be in compliance with all applicable laws relating to privacy and the collection, use and disclosure of Personal Information relating to the Services. Ceridian and the Client each hereby represent that any Personal Information provided by it the other Party under this Agreement has been and shall be collected, transferred and/or disclosed in compliance with such privacy laws (including obtaining the proper consent where applicable).

5.3 Ceridian acknowledges that it is receiving Personal Information only in connection with the performance of Services it provides in connection with this Agreement. Ceridian shall not use or disclose Personal Information without the Client's permission for any purpose other than fulfilling its obligations under this Agreement. Ceridian acknowledges that the Client determines the purpose and means of the processing of the Personal Information delivered to Ceridian under this Agreement. As such, Ceridian shall only process such Personal Information in accordance with instructions received through the Client, and the Client hereby gives Ceridian permission to use, transfer and process such Personal Information obtained by Ceridian in connection with the Services as necessary to perform the Services (as used in this Section 5, the "Purpose"). Personal Information will not be retained for longer than necessary to accomplish the Purpose for which it was collected, and Ceridian will correct Personal Information as directed by the Client. In addition, Ceridian will promptly notify the Client of any request for access to Personal Information received by Ceridian hereunder.

5.4 The Client acknowledges and agrees that Ceridian may transfer or disclose such Personal Information to its employees or other representatives and Ceridian Contractors, provided that such transfer or disclosure is limited to those parties who Ceridian reasonably requires to access such information for the Purpose. Ceridian shall advise all such parties who have access to or who are to receive such Personal Information of the obligations in the Agreement and shall instruct such parties to use such Personal Information and subject to the same conditions and restrictions as apply to Ceridian under this Agreement.

6. Intellectual Property and Licensed Property:

6.1 Subject to the provisions of this Section 6, each Party shall remain the owner of all Intellectual Property it owns prior to the Effective Date and that which it creates in the performance of its obligations under this Agreement. As between the Parties and *vis à vis* any third party, Ceridian shall remain the sole and exclusive owner of all Ceridian Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter. The rights granted to the Client pursuant to Section 6.2 are personal utilization licensee rights and merely entitle the Client, subject to the terms and conditions of the Agreement, to receive the Services. Except as expressly provided in Section 6.2, no property, ownership or real right or interest in the Ceridian Property or any component thereof is granted, assigned, conveyed, transferred, licensed or sold to the Client by virtue of the Agreement. The Client covenants to execute and provide all documents reasonably necessary from time to time in order to protect Ceridian's rights, title and interest in the Ceridian Property or any component thereof in any jurisdiction. As between the Parties but subject to the foregoing stipulations, the Client is and shall remain the sole and exclusive owner of the Client Data and any and all components thereof, together with all Intellectual Property therein. Forthwith upon the expiration or termination of the Agreement (or expiration or termination of any Service for which Ceridian Property is used, as the case may be), the Client shall forthwith return all Ceridian Property (or all Ceridian Property relating to the specific terminated Service, as the case may be) to Ceridian, and upon request shall also provide Ceridian with a certificate of a duly authorized officer of the Client attesting that no Ceridian Property remains in the possession or control of the Client.

6.2 Subject to the terms and conditions of this Agreement, including any express term in a Service Exhibit or Pricing Schedule to the contrary, Ceridian hereby grants to the Client and the Client hereby accepts, starting on the Effective Date and continuing for so long as required for a Service, a non-exclusive, personal, non-transferable, non-assignable and revocable license to use internally the Licensed Property within the Territory, subject to and in accordance with the following terms:

6.2.1 the Licensed Property shall be used by no more than the express maximum number of concurrent users, if any (the number of users using the Licensed Property, or any part of it, at any one time), and only at the specified location, for the specified period, and for the maximum number of active employee records, and the Client shall promptly notify Ceridian of any use of the Licensed Property in excess of such restrictions;

6.2.2 the Licensed Property is licensed for use only by the Client's (and/or the Client's Affiliates') employees or contractors who have been properly trained in the use of the Licensed Property (by Ceridian or otherwise by someone else appropriately experienced and knowledgeable);

6.2.3 the Client shall not alter, destroy or remove any copyright, trade secret, patent, trade-mark, or other proprietary or legal markings or notices placed upon or contained within the Licensed Property or any supporting media;

6.2.4 the Client shall not modify, transform, merge, alter, copy, distribute, publicize, disseminate, display, decompile, analyze, translate, disassemble, reverse engineer or otherwise attempt to decrypt or derive the source code, any trade secrets or any sensitive or proprietary information of, included in or related to, or otherwise reproduce or tamper with, the Licensed Property or any other Ceridian Property or create any applications whatsoever or any derivative works thereof;

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6.2.5 the Licensed Property is licensed only for the use set out in the Service Exhibit(s) and in any accompanying user documentation, and the Client shall not use the Licensed Property for any purpose other than to receive and use the Services in the manner contemplated therein or in any manner that would be unlawful, illegal, prohibited, offensive or damaging to Ceridian or any third party;

6.2.6 the Client shall not transfer, sell, sublicense, sublease, charge or otherwise deal in or encumber the Licensed Property or make the Licensed Property available to any third party except as permitted by Section 2.3 (provided that the Client shall be entitled to install the Software on third party hardware in circumstances where the Client has outsourced to the third party the provision of its hardware), and any attempt to do so shall be null and void and shall constitute a material breach of this Agreement;

6.2.7 Ceridian may, subject to express statements in the Service Exhibit(s) to the contrary, elect to supply any or all Licensed Property by installing it on the Client's hardware or by providing the Client with appropriate machine-readable media for the Client to install; and

6.2.8 any Third Party IP comprising part of the Licensed Property, if accompanied by Third Party License Terms, is licensed to the Client by the third party on the terms of the Third Party License Terms and the Client undertakes to comply with the Third Party License Terms and with the License Restrictions, and in all other cases, Ceridian hereby grants the Client a personal, non-exclusive, and non-transferable sub-license to load, store and run such Third Party IP in object code form for the duration of the Service for which it is expressly stated subject to the provisions of this Section 6.

6.3 Ceridian will indemnify and hold the Client harmless from and against any and all claims alleging that the Services and any Intellectual Property furnished by Ceridian violate any third party's Canadian patent, trade secret or copyright, except to the extent that such claims arise from the Client's modification of the Services or Intellectual Property or from the Client's use of such Services in excess of the provisions set out in this Section 6. However, Ceridian's liability hereunder shall be conditional upon the Client providing Ceridian with timely written notice of any such claim or threat thereof, and the full and exclusive authority for, and information for and assistance with, the defense and settlement thereof. If such claim has occurred, or in Ceridian's opinion is likely to occur, the Client agrees to permit Ceridian, at its option and expense, either to procure for the Client the right to continue using the Intellectual Property, or replace or modify the same so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, Ceridian may immediately terminate its obligations (and the Client's rights) under this Agreement with regard to such Intellectual Property (if the Services are deliverable without such Intellectual Property) or terminate the Agreement in its entirety (to the extent Ceridian is not able to provide the Service without such Intellectual Property).

7. Disposition of Data:

7.1 Except as otherwise expressly provided for in a Service Exhibit, Ceridian will not be responsible for storing copies of the Client's records when Ceridian in its sole discretion no longer requires such information in order to provide Services to the Client, and without limitation, the Client shall be responsible for retaining its own business records according to the schedules established by governmental authorities for the Client. The Client will reimburse Ceridian for the costs of producing any information in Ceridian's possession or control relating to the Client's business or employees that Ceridian produces in response to a Client request or court order. Unless otherwise required by law or as otherwise previously directed in writing by the Client, upon termination of the Agreement, Ceridian may dispose of the Client's records and data in accordance with Ceridian's data retention policy in effect from time to time (but in compliance with all privacy laws as contemplated in Section 5 above). In the case of termination of one but not all Services, Ceridian may dispose of the Client's records and data not related to the remaining Service(s), unless otherwise previously directed in writing by the Client or otherwise required by law, in accordance with Ceridian's data retention policy in effect from time to time (but in compliance with all privacy laws as contemplated in Section 5 hereof), but in no event will Ceridian destroy any file containing the only copy of the Client's then current payroll or human resource information without providing the Client with reasonable notice of its intention to do so and a reasonable opportunity to transfer or arrange for the transfer of such file to the Client or a third party.

8. Representations and Warranties:

8.1 Ceridian represents and warrants to the Client as follows:

8.1.1 it has all the requisite authority to enter into this Agreement and is lawfully entitled to supply the Services to the Client in the manner contemplated herein;

8.1.2 it will use all reasonable skill and care in accordance with industry practice in the course of performing this Agreement; and

8.1.3 it will comply with all applicable laws and regulations relating to the provision of the Services in the Territory.

8.2 The Client represents and warrants to Ceridian as follows:

8.2.1 it has all the requisite authority and is lawfully entitled to enter into this Agreement; and

8.2.2 it will comply with its obligations as set out in this Agreement, including any associated Service Exhibits and Third Party License Terms (if applicable), and will provide all reasonable cooperation to Ceridian in the performance of this Agreement.

8.3 Except for the express warranties set out in this Agreement, the express and limited representations and warranties provided in this Agreement comprise all of the representations and warranties made with respect to the Services, products, Intellectual Property and other items provided, furnished, licensed, leased or otherwise made available or performed to the Client by Ceridian pursuant to or in relation to this Agreement. Any further or other warranties or conditions, whether written or oral, express or implied, arising by law, statute, usage of trade, custom, course of dealing or performance, or the Parties' conduct, are expressly excluded to the extent permitted by law. Without limiting the foregoing, Ceridian does not warrant that, to the extent the Services require computer software or Services delivered using computer software, the provision of those Services will be entirely error free or will run uninterrupted.

9. Limitation of Remedies:

9.1 Subject to Section 9.3 below, to the maximum extent permitted by applicable law, the Client agrees that Ceridian's total maximum aggregate cumulative liability (including that of Ceridian's Affiliates and Ceridian Contractors) to the Client, its Affiliates and other related parties (collectively in this Section referred to as the "Aggrieved Parties") for all past, present and future claims, demands, actions, causes of actions, requests, lawsuits, judgments, damages, costs, expenses, prejudices or losses (collectively in this Section referred to as the "Claims") in relation to or arising under this Agreement (whether for breach of contract, strict or statutory liability, negligence or any other legal or equitable theory) shall be limited to the Aggrieved Parties' actual direct damages and shall not, under any circumstances, exceed, in the aggregate, for all Claims past, present and future, the greater of: (i) the total amount paid by the Client (and any Affiliates) for the defective Services causing the damages during the 24 months immediately preceding the loss; or (ii) \$1,000,000. This remedy shall be the Aggrieved Parties' sole and exclusive remedy against Ceridian, any Ceridian Affiliate and Ceridian Contractor.

9.2 To the maximum extent permitted by applicable law, and notwithstanding anything to the contrary contained in this Agreement, neither Ceridian nor any of its Affiliates shall be liable for any indirect, consequential (including damages for business interruption or loss of business information or data), special, punitive, exemplary or incidental damages, or damages for loss of profits, goodwill, anticipated savings or revenues, arising in relation to or under this Agreement, even if advised of the possibility of such damages or if the possibility of such damages was reasonably foreseeable.

9.3 Notwithstanding any other provisions of this Agreement, nothing shall exclude or limit either Party's liability for Claims relating to the following:

- 9.3.1 death or personal injury resulting from that Party's negligence;
- 9.3.2 that party's fraud or statements made fraudulently;
- 9.3.3 that party's willful misconduct;
- 9.3.4 any Claim for indemnity by the Client under Section 6.3 (IP Infringement); and
- 9.3.5 any acts or omissions for which the governing law prohibits the exclusion or limitation of liability.

10. Changes:

10.1 In the event of a change to any federal, state, provincial or other applicable law or regulation affecting the Services, or any reasonably unforeseen change materially affecting the cost of providing the Services, Ceridian may make changes to the Agreement with 30 days' prior written notice to the Client. If, upon notification of the change, the Client elects not to continue the Services, then notwithstanding anything to the contrary in this Agreement, the Client may terminate the Agreement upon 30 days' prior written notice without penalty or cancellation fees.

10.2 The Client acknowledges and agrees that in order to maintain flexibility in the business, Ceridian reserves the right to make changes to the Services or the manner in which they are delivered, at any time and from time to time, as Ceridian considers reasonable and/or necessary (including changes to improve such Services and/or necessary to reflect legislative changes), provided that such change does not materially adversely impact the Services being delivered to the Client.

11. Notices:

11.1 All notices to the Parties shall be in writing (including fax or similar writing) and shall be sent to the Client at the address identified above, and to Ceridian at the address / branch as may be designated from time to time by Ceridian, to the attention of the Client's account representative (if any). All notices terminating or otherwise affecting this Agreement shall also be copied to Ceridian's Legal Department, as follows:

Ceridian Canada Legal Department
125 Garry Street, Winnipeg, MB R3C 3P2
Fax No. 204.975.8856

or to such other address or fax number as either Party may hereafter specify by written notice to the other Party. Each such notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a Business Day, then the notice shall be deemed to have been received on the next succeeding Business Day.

12. Dispute Resolution:

12.1 If a dispute arises out of or in connection with this Agreement (in this Section referred to as a "Dispute"):

12.1.1 the Dispute may be escalated by either Party in accordance with the escalation path set out in the relevant Service Exhibit;

12.1.2 if the Dispute is not resolved by escalation as contemplated in Section 12.1.1, the Parties will attempt to settle the Dispute by referring the matter to non-binding mediation; and

12.1.3 nothing in this Section 12 will restrict either Party's freedom to commence legal proceedings at any time to preserve any legal right or remedy or to protect any Intellectual Property rights or trade secrets, whether by way of injunctive relief or otherwise.

13. Force Majeure:

13.1 Neither Party nor their respective Affiliates (nor Ceridian Contractors) shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement (except for the failure to pay money) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including fire, floods, embargoes, war, acts of war or terrorism (whether war be declared or not), insurrections, riots, civil commotions, labor unrest or strike, acts of God or acts, omissions or delays in acting by any governmental authority, utility interruptions and the inherent risks and limitations of internet transmission.

14. Business Continuity Plan:

14.1 Ceridian covenants, represents and warrants that it has developed, and will keep current throughout the term of this Agreement, a formal business continuity plan which details strategies for response to and recovery from potential disasters that could disrupt Ceridian's operations and timely delivery of the Services. As used in this Section, the term "disaster" means a serious disruption of the functioning of an organization, causing widespread human, business interruption, material or environmental losses that exceed the ability of the organization to cope using only its own resources.

15. General Provisions:

15.1 The Agreement and the Parties rights and obligations shall be governed by the laws of Ontario, and all federal laws applicable therein.

15.2 Neither Party shall transfer or assign this Agreement or any rights hereunder to any other party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed, provided that a Party may withhold its consent in the event the other Party proposes to merge or be controlled by a corporation which is a competitor of the other Party. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement without the consent of the other Party: (i) to an Affiliate of the assigning Party or to a partnership of which at least 50% of the units are owned directly or indirectly by the assigning Party or its parent company, but no such assignment shall release the assigning Party, and such Affiliate or partnership shall be jointly and severally liable under this Agreement; or (ii) to any successor to its business, or a substantial part thereof, whether through merger, amalgamation, consolidation or sale (unless the Party proposes to merge, amalgamate or be controlled by a corporation which is a competitor of the other Party). This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Any permitted assignee shall execute an agreement in writing with the other Party hereto assuming all obligations of its assignor under this Agreement. Any purported assignment in contradiction of this Section shall be null and void and be of no force or effect.

15.3 No action under this Agreement may be brought by either Party more than two years after the cause of action has accrued.

15.4 No delay or indulgence by either Party at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon

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or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

15.5 This Agreement may be signed in counterparts, including by way of facsimile or .pdf transmission, with the same effect as if both Parties had signed the same document, and a facsimile or pdf copy shall be considered *prima facie* evidence of the of the information contained in the facsimile or pdf transmission.

15.6 The Parties have expressly requested that the Agreement be drawn up in the English language. *Les parties aux présentes ont expressément requis que cette convention soit rédigée en anglais. Expresamente las Partes del presente Contrato solicitan que este documento sea redactado en el idioma Inglés.* In the event of any contradiction, discrepancy or difference between the English language version and the French or Spanish versions (if any) of the text of this document, or any documents contemplated or referenced hereunder, the English language version shall govern.

15.7 Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15.8 Headings in this Agreement are for ease of reference only and will not affect its interpretation.

15.9 The Client acknowledges and agrees that clerical errors shall not affect the validity of the Agreement and Ceridian shall be entitled to unilaterally correct the same. Ceridian shall give the Client written notice of any such correction.

15.10 Unless otherwise expressly stated in any Service Exhibit or Pricing Schedule, all amounts payable under this Agreement shall be payable in lawful money of Canada.

15.11 If more than one entity has signed this Agreement for the same Party, or an entity has signed for and on behalf of another entity in addition to itself, the covenants of all such entities shall be considered to be joint and several and shall apply to each of them. Additionally, should any one or more of such entities wish to amend this Agreement, or add or remove Services, it may do so separate and apart from the other entities of the same Party; provided however that: (a) the amendment or change to the Services shall only apply in respect of such entity(ies), and (b) the entities comprising the Party shall only be jointly and severally liable in relation to the terms and Services common to such entities.

15.12 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties. The Parties agree that facsimile and/or .pdf copies of signatures to this Agreement will be treated as originals.

15.13 Without limiting any of the foregoing, if the Client is domiciled in Quebec, or the *Civil Code of Quebec* otherwise applies to the Agreement: the Client hereby expressly agrees that the termination and/or resiliation right granted to a "client" under Article 2125 of the *Civil Code of Québec*, as well as the limitations imposed on the ensuing recovery by the "contractor" or "service provider" under Article 2129 of the *Civil Code of Québec*, shall not be applicable to the Agreement and the Client hereby expressly waives such rights and limitations.

The Client hereby consents to Ceridian conducting credit investigations, from time to time, including such requests for and exchange of information to and from consumer reporting agencies or credit grantors as it may require to approve and maintain any funding arrangements to be granted by Ceridian in relation to the Services, and to provide payment history information to such agencies. The Client acknowledges that the Agreement is conditional upon funding approval of the Client. The Client further acknowledges having read and understood all terms of this document, which are set forth on this page and the preceding 5 pages, all of which form an integral part of the Agreement between Ceridian and the Client if this Agreement is accepted by Ceridian, such acknowledgement being conclusively evidenced by the Client's signature below.

Ceridian Canada Ltd.

Per: _____
(Signature)

Print Name: Graham Shaw

Title: Manager, Strategic Alliances - EAP & Organizational Wellness

Date: _____

I have the authority to bind the corporation

Corporation of The City of Sault Ste. Marie

Per: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

I have the authority to bind the corporation.

Anticipated Service Start Date: August 1, 2011

Territory: Canada

Client Information			
Client Name Corporation of The City of Sault Ste. Marie			Current # of Employees Covered 914
(the "Client")			
Service Contact John Luszka	Phone No. (705) 759-5365	Fax No.	e-mail j.luszka@cityssm.on.ca
Alternate Contact (Optional)	Phone No.	Fax No.	e-mail
Billing Contact (if different than Service Contact) Enrico Pino Corporation of The City of Sault Ste. Marie	Phone No. (705) 759-5276	Fax No. (705) 541-7177	e-mail e.pino@cityssm.on.ca
Billing Address Civic Centre	City Sault Ste. Marie	Province Ontario	Postal Code P6A 5N1

Fees and Payment	
Annual Fee Per Covered Employee	\$38.85
Total Estimated Annual Fee*: \$35,508.90 (plus Taxes)	
Projected Usage: n/a	
Billing Frequency (all in advance, starting on Service Start Date): ☐ Annually ☐ Quarterly ☒ Monthly	Payment Method (Note: Pre Authorized Debit <u>must</u> be selected if estimated fees are less than \$12,000 annually, except when billing is by Third Party Administrator): ☐ Pre Authorized Debit (Must complete PAD Application & Authorization form attached) ☒ Invoice Payable Net 30 days (available only if est. fees are more than \$12,000 annually) ☐ Third Party Administrator

*Estimated Annual Fee is based on the Client's current number of employees. The Client will notify Ceridian annually of any change in the number of Employees, plus or minus three (3%) per cent, to ensure accurate usage calculations and to be used as the basis for the calculation of annual Fees for the immediately succeeding year. Ceridian will not provide retroactive credit for an overstatement of the number of Employees. The Client must advise Ceridian of any such change in the number of Employees by end of the then current contract year.

SERVICE PARTICULARS

The Services to be provided by Ceridian hereunder consist of making available to the Participants the employee assistance and work life program commonly referred to as "Ceridian One Source" the particulars of which are as set forth in Section 2 ("Service Description").

Service Particulars

1. Definitions and Interpretation. As used in this Service Exhibit:

1.1 "Agreement" means the written services agreement made between the Client and Ceridian to which this Service Exhibit is attached, or if executed as a separate document, then the written services agreement made between the parties referenced on first page of this Exhibit;

1.2 "Employees" means those employees of the Client in Canada in respect of which the Service is to be provided, and for the avoidance of doubt, if no specific group of employees is indicated herein, then such term shall mean all Employees of the Client ordinarily resident in Canada, and each is an "Employee";

1.3 "Fees" means the fees payable for the Service, as described in Section 3.00 below;

1.4 "Participants" means the Employees and all Immediate Relatives;

1.5 "Immediate Relative" means the Employee's spouse (legal or common-law), and any unmarried children of the Employee (or of the Employee's spouse if they are also the Employee's children, or if the Employee's spouse is living with the Employee) who are either under 18 years of age, or who are 18 years of age or older and in full-time attendance at a college, university or other similar post-secondary institute, and who are residents of Canada.

1.6 "Service" means the service provided by Ceridian under this Exhibit as described in Section 2.00 below, and for certainty, includes the selected Optional Payroll Services;

1.7 "Service Start Date" means, in respect of the Service, the actual date on which Ceridian commences providing the Service. The anticipated Service Start Date is identified above;

1.8 "Term" means the fixed term of this Service Exhibit as indicated below, and any renewal thereof.

All other capitalized terms used herein shall have the same meaning as in the Agreement.

2. Services and Responsibilities

Ceridian's Responsibilities

2.1 Ceridian will provide the Participants with access to the following via a toll-free telephone number (Ceridian will respond to requests for assistance within reasonable time frames appropriate for the specific request):

- a. access to EAP intake counselor for information, assessment, action planning, crisis intervention assistance, short-term problem resolution and referrals, 24-hours a day, 365 days a year;
- b. access to qualified consultants who specialize in a wide variety of issues;
- c. referrals to local qualified professionals or agencies;
- d. Full-Service Model: Each program participant, in need of in-person counseling, will receive the number of short-term counseling sessions appropriate to their individual needs. Individuals in need of longer term counseling (in the professional opinion of the counselor) will be referred to the appropriate community resource(s). In -person counseling is provided nationally via Ceridian affiliate counselors;
- e. personalized referrals to applicable direct services or programs for childcare, elder care, private schools, colleges/universities and other life event resources;
- f. Assistance to managers and supervisors regarding issues involved in supervising employees;

- g. One (1) critical incident stress management ("CISM") per year. A CISM is defined as up to 3 staff hours with one counselor per one incident occurring at a single worksite location. **Additional locations affected by this incident will be billed separately.** If session exceeds 3 hours or multiple counselors are required, additional hourly fees will be billed at the then current Ceridian standard rate for such counseling services. Specially trained consultants are available to Client managers and supervisors, for consultation and coordination of on-site support for critical incidents. CISM includes the following:

Standard Components of CISM:

- Ceridian will provide services to all of Client's managers, supervisors, and human resources staff ("Eligible Individuals") via a dedicated toll-free telephone number. Ceridian will respond to requests for assistance within Canada and within timeframes appropriate for the specific request. Services include: (i) Access to qualified consultants 24-hours a day, 365 days a year, for information and action planning; and (ii) Critical Incident Management Services – Specially trained consultants available to managers and supervisors, for consultation and coordination of on-site support for critical incidents. Set-up and coordination of on-site debriefing or defusing.
- The CISM service: (i) Is provided on-site within 24 to 72 hours of the incident by trauma response specialists; and (ii) is available for individuals and groups.
- The services outlined above may include problem intervention and referrals for counseling. These services are not intended to replace disciplines requiring Provincial and/or Federal licensure such as the practice of law or medicine. A referral will be made to an independent lawyer, doctor, or applicable licensed professional when activities constitute the practice of law, medicine or other licensed discipline.
- If Ceridian refers Eligible Individuals to established community resources, Ceridian will use reasonable efforts to refer Eligible Individuals to qualified persons or organizations for assistance.
- The relationship between Eligible Individuals and Ceridian will be confidential. Ceridian will be under no obligation to communicate with the Client about any information Ceridian obtains in this relationship, even if the communication might be beneficial to the Client. Ceridian will have the right to communicate directly and privately with Eligible Individuals as necessary to carry out its obligations to the Client or Eligible Individual.

Depending on location, travel expenses may be billed separately. No substitution is allowed. In the case that sessions remain unused, they will lapse and cannot be carried over to the following year.

2.2 Ceridian will provide the Participants with immediate information on a wide variety of issues, in the form of phone consultation, written educational materials, booklets, kits and LifeWorks® Online, including the following:

- a. *Personal and relationship issues* (including relationship issues, stress, change, grief and loss, family and marital issues, adjustment disorder, depression, anxiety, domestic violence);
- b. *Addiction disorders* (including drug and alcohol abuse, eating disorders, gambling addiction);
- c. *Work issues* (including business travel, retirement, co-worker relationships, discrimination and harassment, burnout, job search skills, job insecurity);
- d. *Management/Employee Relations* (including employee relations, interpersonal conflicts, performance problems, sexual harassment, discrimination, workplace change);
- e. *Financial consultation* (including credit management, budgeting, financial management, over-extension, investing, retirement planning, insurance and tax). Ceridian does not provide investment advice or loan funds;
- f. *Legal assistance* (including divorce, family matters, landlord/tenant and real estate, consumer concerns, criminal matters, debtor/creditor, legal rights). Ceridian does not provide legal advice or representation – all assistance is provided by a qualified lawyer or law firm, or other legal advisor as appropriate;
- g. *Parenting and child care consultation and referral* (including parenting skills, child development, adoption as well as referrals to childcare centres, family day care, adoption agencies, in-home care, nannies, nursery schools, sick child/back up care);
- h. *School information and referral* (including working with teachers, school problems/study habits, preparing for/adjusting to college/university as well as referrals to public and private schools, college/university and vocational schools, special needs programs);
- i. *Elder care/ adult disabilities consultation and referral* (including caring for elders, the aging process, caregiver support as well as

referrals to adult day care, in-home services, nursing homes, retirement communities, subsidized housing, hospices, meal programs, transportation);

- j. *Everyday Issues* (including how to choose a doctor, buying a home, consumer issues, buying or leasing a car and locating time saving services in the community such as pet sitters, and home contractors);
- k. *Support for Teens* (including support for teenagers and to parents of teens on such issues as teen behaviour and development, self-esteem, stress, school and career planning, violence, alcohol and drugs, eating disorders, smoking, sexual identity and other teen health issues);
- l. *Health and Wellness* (including information and counseling on preventative health and wellness services including weight management and nutrition, exercise and fitness, injury and chronic disease self-management, pre and post natal health and alternative care options);
- m. *Healthline* (including immediate triage, consultation and information with a registered nurse for a sick child or elderly family member, a sudden illness, disease management and alternative medicines);
- n. *Smoking Cessation Program* (including online quit smoking guidance, quit buddies, nicotine dependency test, email support, and professionally moderated online support groups);
- o. *Eating Well Program* → *Telephonic* (including initial intake, assessment, education and support of nutritional goals as determined in goal formulation through short term model).

2.3 A relationship manager to assist the Client with the implementation and management of the Services, including:

- a. Developing an account plan with a Client designated representative to introduce, promote and manage the Services;
- b. Provide account management support in regards to introduction, and on-going program management;
- c. Coordinating implementation and ongoing communication of the Service's availability;
- d. Providing general consultation to the Client in the areas of employee assistance and family and work policies, procedures, practices and programs;
- e. Provide appropriate communication materials in quantities as mutually determined to reach the target usage range;
- f. Provide Program usage reports on a semi-annual and annual basis which summarize usage of the Services, including analysis of usage and trends.

2.4 **Nine (9)** on-site orientation sessions to employees / managers per Term (timelines and locations of these sessions to be jointly agreed upon by the Client and Ceridian). In case any of the sessions allowed remain unused, they will lapse and cannot be carried over in to the following year.

2.5 **Intentionally Deleted.**

Client's Responsibilities

2.6 The Client will be required to:

- a. provide Ceridian with a completed Client Profile at least 15 days prior to Service Start Date; and
- b. designate a liaison to consult with Ceridian in developing and executing an account plan for all aspects of the Service including implementation, on-going promotions and usage report requirements.

2.7 The relationship between Ceridian and the Employees will be confidential. Ceridian will be under no obligation to communicate with the Client about any information Ceridian and/or its Affiliates obtain in this relationship, even if the communication might be beneficial to the Client (unless otherwise expressly agreed upon by the Employee in writing with Ceridian). Ceridian will have the right to communicate directly and privately with Employees as necessary to carry out its obligations to the Employees.

2.8 The Services may include problem intervention and referrals for counseling. These Services are not intended to replace disciplines requiring provincial and federal licensure such as the practice of law or medicine. An independent lawyer, doctor or applicable licensed professional will be involved when activities constitute the practice of law, medicine or other licensed discipline. In the case of providing information on third party services and programs, such information will be accompanied by a disclaimer indicating that it is the Employees' responsibility to ascertain quality, capability and suitability of a service for the Employees' needs and that no warranty as to such services is made in connection with such information provided. In this regard, Ceridian will provide information on licensed, certified or registered services, where such regulation is in effect. Where recognized existing community services are legally exempt from regulation or where regulation is not in effect, Employees' may be provided with information on such services but will be advised that such services are not required to be licensed, certified or registered. Ceridian is not responsible or liable for, nor does Ceridian provide, insurance for the actions or inaction of such third parties.

5(g)

Additional Service Offerings available to OneSource Clients on an ad hoc basis (but NOT covered in the Fees payable for the One Source Service):

2.9 The following additional services are available on an ad hoc basis (on the terms and conditions of the Agreement) and may be provided to the Client upon request for the following fees (fees subject to change without notice):

- Additional orientation sessions to Client managers and employees (1/2 hour to 1 hour in length): \$250.00 per session, plus any travel expenses incurred.
- Additional on-site visibility event participation: \$200.00 per hour, plus any travel expenses incurred.
- One (1) hour lunch and learn seminars - these seminars cover a wide-range of workforce effectiveness topics: \$350.00, plus any travel expenses incurred.
- On-Site Employee intervention: \$350.00 per hour with greater than 24 hours' notice, plus any travel expenses incurred. If less notice is given, then \$500.00 or part thereof.
- Additional Critical Incident Stress Management (CISM) interventions (up to a maximum of 3 hours in length per session): \$750.00/session, plus any travel expenses incurred. A CISM intervention is defined as one session with one counselor per one incident occurring at a single worksite location. If multiple counselors or counseling is required in multiple locations, additional fees will be billed as appropriate.
- Independent Medical Exams (IME) - Psychological requests only: From \$2,500 to \$4,500 per IME (includes assessment and report.)
- Provision of Employee Assistance Programs services to non-eligible employees (i.e. extending services upon employee termination or to employees not covered by this contract): \$140.00 per hour.
- Corporate research to assist the Client in researching human resource policies, practices and resources to assist in addressing workplace issues: \$100.00 per hour.
- Customization to Employee Satisfaction Survey: Hourly fee of \$150.00 to complete customization requirements. Customization may include program name, logo/graphics, addition, deletion and modification of up to 5 additional questions.
- Creation of Ad hoc/Specialized Program Usage Reports: Report set up and customization fee of \$150 per hour and \$100 per report for report generation.

Ceridian also provides a range of additional value added service offerings that can assist the Client and its employees in managing the full scope of work-life and EAP issues, including the following:

- International EAP: EAP services to employees living and working outside of North America.
- International EAP Critical Incident Stress debriefings.

- Performance Learning - Client manager and Employee training and development Seminars (typically 1/2 day to full day training sessions.). Topics may include; Communication Strategies, Diversity Issues, Managing Workplace Conflict, Negotiation Skills. These training sessions are highly customized to the needs of your organization and employees.
- Bulk Orders of Educational Materials such as booklets, audiotapes, CDs and kits. Order for combination of any educational materials totaling five (5) items annually, will be considered as a Bulk Order; please contact your Relationship Manager for details on Bulk Order pricing.

For more information on any of the additional services above and associated fees, contact the Ceridian relationship manager. Client may request the provision of any such additional service by written notice to Ceridian, referencing the Client name and Agreement number.

3. Term and Termination

3.1 Term. This Service Exhibit will become effective when signed by Client and accepted by Ceridian. It will continue for an initial term (the "Term") of twelve (12) months commencing as of the Service Start Date and the Client shall have the right to renew for a further twelve (12) month renewal term with not less than 30 days notice prior to the end of the Term (the "Renewal Term"). Upon the expiration of the Term or the Renewal Term, as the case may be, this Service Exhibit will automatically renew on a month to month basis unless cancelled in writing by either party upon 10 days notice to the other. Renewal prices are subject to change upon written notice to Client.

4. Fees and Payment

4.1 Fees. In consideration of the Service performed by Ceridian, Client shall pay to Ceridian fees ("Fees") according to the rates and payment frequency set forth above (if completed, or if not completed, then in the attached Pricing Schedule), plus all applicable Taxes. All Fees (plus applicable Taxes) will be payable within 30 days of the invoice date. In the event that this Exhibit is renewed in accordance with Section 3.1, the Fees applicable during any renewal period will be negotiated and agreed in writing by both parties prior to commencement of the renewal period.

4.2 Annual CPI Increase. All Fees (including, for clarity, any minimum Fee amounts) are subject to annual increases equal to the Canadian CPI Index (on a cumulative basis from the Service Start Date). The first such increase to Fees will be calculated and effective on the first anniversary of the Service Start Date.

In consideration of the Fees to be paid hereunder, the Client hereby requests that Ceridian provide those Services as more particularly described and in accordance with the terms and conditions set forth above and the preceding page. This Service Exhibit may be executed either contemporaneously with (and as an appended Exhibit to) the Agreement or as a separate document subsequent to (and not attached to) the Agreement, and in either case the terms of this Service Exhibit shall be deemed to be incorporated into and form an integral part of the Agreement. In the latter case, the Agreement shall be considered amended to add the terms and conditions of this Exhibit, provided that to the extent this Exhibit does not modify the Agreement, the Agreement shall continue in full force and effect, unamended, and this Exhibit will not serve to revise the relationship between the parties, and any and all unremedied and outstanding accounts, defaults, breaches or other matters existing between the parties as at the date of this Exhibit shall remain intact and subsisting notwithstanding the amendment of the Agreement by this Exhibit. In the event of any conflict between the terms of the Agreement and this Service Exhibit, the terms of this Service Exhibit shall govern.

Ceridian Canada Ltd.

Per: _____
(Signature)

Print Name: Graham Shaw

Title: Manager, Strategic Alliances - EAP & Organizational Wellness

Date: _____

I have the authority to bind the corporation

Corporation of The City of Sault Ste. Marie

Per: _____
(Signature)

Print Name: _____

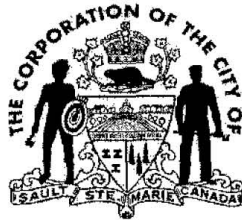
Title: _____

Date: _____

I have the authority to bind the corporation.

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

2011 08 15

File: 4.140.1

Mayor Debbie Amaroso
Members of Council

Re: Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince

At the 2010 11 08 meeting, Council was presented with a progress report on the rehabilitation of several municipal bridges. One of the recommendations approved was the investigation of opportunities with the Township of Prince to jointly fund the rehabilitation of the four single lane bridges our two municipalities share on our common boundary. All four bridges are about 90 years old.

Bridge numbers 12 and 13 are located on Town Line Road north of Base Line and are currently posted with load restrictions due to their inability to carry highway design loads. Bridges 14 and 15 on Base Line received temporary steel overlays in 2007 so that the load restrictions could be removed. All four bridges require replacement with two-lane structures. Based on the prices for other bridges and poor soils conditions in the area, the consultant is suggesting a budget of \$3 to 4 million for design and reconstruction of all four bridges.

Given the magnitude of the expenditure, especially for the Township, the Engineering Division had discussions with the Township with a view to jointly fund the geotechnical investigation, environmental assessments, preliminary design and more accurate cost estimates in 2012. Completion of the preliminary work will better position the two municipalities to jointly apply for funding assistance if a program is announced by senior levels of government. Preliminary design and soils work will refine design assumptions and provide more accurate cost estimates, and completion of the environmental assessments will save considerable time when construction funds are in place. This work would have considerable shelf life if it takes some time to fund the work.

A proposal was requested of M. R. Wright and Associates to complete the preliminary work outlined above in 2012. The proposed work plan has an engineering fee estimate of \$128,000 plus tax, including all soils investigation and allowances for environmental assessment work. This firm is very familiar with this type of bridge rehabilitation, having completed many similar projects, including five for the City recently.

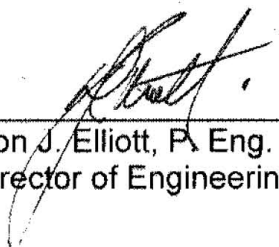
We have received confirmation from the Township of Prince that its Council has passed a resolution committing to budget the 50% share of \$64,000 in 2012. The Engineering Division intends to include an allowance of \$64,000 of the 2012 miscellaneous construction budget as

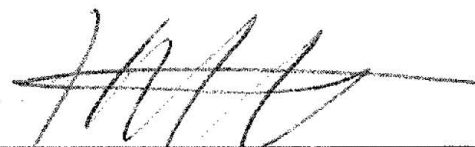
the City's share of geotechnical, environmental and preliminary design work for the rehabilitation of the four single lane bridges shared with the Township of Prince. If the 2012 budget is approved, a recommendation will be brought to Council seeking approval to enter into the appropriate agreement with M. R. Wright and Associates and the Township of Prince for engineering services with an upset limit of \$128,000 plus tax.

This report is for Council's information.

Respectfully submitted,

Recommended for Approval:



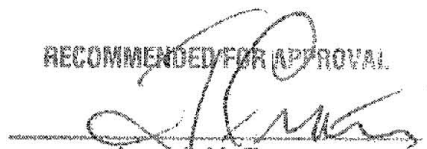
Don J. Elliott, P. Eng.
Director of Engineering Services

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

C: Peggy Greco, CAO/Clerk-Treasurer, Township of Prince

RECOMMENDED FOR APPROVAL

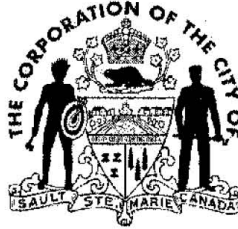


Joseph M. Fratesi
Chief Administrative Officer

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



**LEGAL
DEPARTMENT**

FILE NO.: L-226 and P.4.5.374

REPORT TO: Mayor Debbie Amaroso
and Members of City Council

REPORT FROM: Lorie A. Bottos
Corporate Counsel

DATE: 2011 08 15

RE: HAMILTON AVENUE PARK - DONATION TO THE CITY

PURPOSE

The purpose of this report is to bring to Council's attention the proposed donation to the City of a park known as Hamilton Avenue Park.

ATTACHMENT

Attached is a plan showing the Hamilton Avenue Park and the area surrounding the park.

BACKGROUND

In 1993 an issue arose regarding the Hamilton Avenue Park. The property had developed as a park on Hamilton Avenue even though the property was never owned by the City. In that year the owner of the property, whose property extended up the hill to Borron Avenue, proposed to sever off the property fronting on Hamilton Avenue into four building lots and sell those lots off for single family housing.

The residents in the area approached Council and asked that Council do whatever was necessary to protect the park. It was seen by the area residents as the only feasible park for the small children in the area. City Council was asked to acquire the property and protect it as a park.

At that time City Council decided not to purchase the property because of the cost. Council passed a resolution to that effect on January 10, 1994. Council asked staff to work with the residents in the area to see if another site could be acquired for a park.

Between the January 10th Council resolution and January 24th anonymous benefactors came forward and purchased the property from the owner using a local lawyer as a Trustee.

On March 7, 1994 City Council passed By-law 94-30 which authorized a lease agreement between Robert MacRae, in Trust, and the City, concerning the continued use of the Hamilton Avenue Park as a park. Mr. MacRae was the trustee for the people that purchased the park. That is the way the situation has continued to this day. The City leases the park from Mr. MacRae, in Trust.

Now the second of the benefactors has passed away. The lawyer for the Estate has written to me advising me that the terms of the will of this benefactor direct the Trustee, Robert MacRae to convey the park to the City, subject to three conditions. They are:

- (A) the Corporation of the City of Sault Ste. Marie shall agree to maintain the property as a civic park and the property will never be developed either residentially or commercially;
- (B) the Corporation of the City of Sault Ste. Marie shall agree to be responsible for all costs with respect to taxes, maintenance, insurance and conveyancing costs relating to the property;
- (C) the Corporation of the City of Sault Ste. Marie shall agree to be responsible for maintenance of the property and equipment as a City Park.

If the City does not agree to these three conditions within six months of the death of the benefactor, the Trustee is directed to deliver the property to the son of the benefactor.

COMMENT

I have circulated this matter to Larry Girardi, Commissioner of Public Works and Transportation, to get his comments on whether a park is needed in that area. Travis Reid, Area Coordinator for Parks, also advised that Public Works recently installed playground equipment in the park. That department does maintenance on the park. The park is well used and the closest parks are five or six blocks away.

If Council accepts the park subject to the three conditions, the property will always have to remain a park. A covenant to that effect will be put in the deed.

In addition, the City agrees to be responsible for the conveying costs from the Estate to the City.

RECOMMENDATION

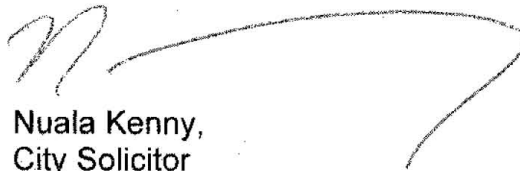
The recommendation from staff is that the City take title to the park, subject to the conditions set out above. By-law 2011-147 appears on your agenda this evening if Council agrees with that recommendation. Also, if Council agrees with the recommendation I will advise the lawyer for the estate that the City is prepared to accept the property subject to those conditions.

Respectfully submitted,



Lorie Bottos,
Corporate Counsel

Recommended for approval,



Nuala Kenny,
City Solicitor

LAB/da

attachments

c.c. Larry Girardi, Commissioner of Public Works and Transportation

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

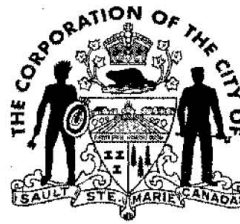
5(s)

SCHEDULE "A"



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

2011 08 15

Mayor Debbie Amaroso
Members of City Council

At the council meeting of June 13, 2011, the following resolution was carried:

"Resolved that the petition of residents of Third Line West concerning the Class B Truck route designation be referred to staff for review and report back to Council."

Residents of Third Line West between Goulais Avenue and Carpin Beach Road have requested to have the Class B truck route designation in this area removed. Reasons provided include: increased truck traffic because of the recent opening of the gravel pit on Third Line, speeding of trucks, safety, and potential damage of their dwelling foundations.

Attached is a copy of the route designations and locations of aggregate pits/operations in the area. On July 25/11 a meeting was held with staff representation from Engineering, Public Works and Transportation and Police Services. The meeting concluded with an understanding that efforts were going to be made in increasing traffic surveillance, where possible introduce maintenance of the road surface as funding is available, and work with the trucking firms to improve education/communication of their drivers towards awareness that they are travelling in areas where residential development is abutting.

In addition, conversations have taken place with the industry in requesting they utilize various north/south routes between Carpin Beach and Goulais Avenue to reduce the frequency of trucks travelling the entire length of Third Line West.

Other Comments:

On April 14/08, Council approved a recommendation of the Transportation Engineering Consultant that amended the A and B truck routes in the city. Such changes came only after considerable work and public consultation in arriving at a final plan. Incorporated in the amendments were route changes that provided more direct linkages for truck traffic through and within destinations, ie: industrial, commercial, resource and bridge crossings. As can be seen from the route mapping, there are many aggregate pits located in this part of the city requiring access to and from their operations; altering one route impacts an entire transportation network.

The newly opened gravel pit on Third Line dates back to the 1970's when the pit was first created. It was expanded in 1990, and in 2010 Palmer Construction purchased the pit and obtained the appropriate license from the Ministry of Natural Resources to substantially increase the tonnage of aggregate permitted to be taken from the pit.

Third Line has been a truck route for over 30 years and although the truck traffic has increased through usage of the pit, the activities are legal.

The areas where we have control are through Truck Bylaw 77-200 as amended, that regulates hours of operations. It is noted on the attached map, that Class B Truck routes are to be used Monday – Saturday from 7 am to 8 pm, unlike Class A truck routes that are 24/7.

Staff have spoken to many residents along Third Line West, Leigh's Bay Road, Goulais Avenue and Carpin Beach Road that have shared experiences of truck activities. Most agree that eliminating one area will only impact the others more. In some cases, especially at intersections, residents are faced with having to deal with loud braking noise when trucks stop and then accelerate. Staff visited with a resident on Third Line West, and it was certainly evident that outside of the shifting of gears, the stopping was most pronounced and bothersome.

As to potential damage to foundations because of the recent increase of traffic, staff is unaware of any claims in this area.

Recommendations:

That Council receive this report as information and that staff will continue to:

- 1) request Police Services to increase surveillance;
- 2) monitor road surfaces on both north/south arteries and Third Line West, and as funds are made available, carry out remedial work as needed;
- 3) continue to stress with the trucking firms the importance of utilizing various routes to the area in order to share the volume of traffic.

Respectfully submitted,



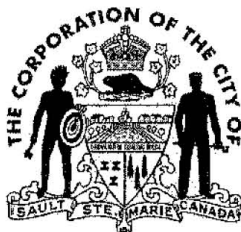
Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb
Attach.

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



2011 08 15

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Archaeological Site Potential Assessment

Introduction

As part of the 2010 Capital Works Budget, City Council approved funding for an archaeological site potential assessment of the community.

This study is a requirement of the Provincial Policy Statement which sets out land use planning requirements for municipalities in the Province of Ontario. Archaeological resources are scarce, fragile and nonrenewable and must be managed in a prudent manner if their significance is to remain meaningful for future generations.

The Provincial Policy Statement requires that:

"Significant built heritage resources and significant cultural heritage landscapes shall be conserved.

Development and site alterations shall only be permitted on lands containing archaeological resources or areas of archaeological potential if the significant archaeological resources have been conserved by removal and documentation, or preservation on site. Where significant archaeological resources must be preserved on site, only development and site alteration which maintain the heritage integrity of the site may be permitted.

Development and site alteration may be permitted on adjacent lands to protected heritage property where the proposed development and site alteration has been evaluated and it has been demonstrated that the heritage attributes of the protected heritage property will be conserved."

To satisfy this requirement, a Steering Committee with representation from the Historic Sites Board, the Municipal Heritage Committee and City staff was formed.

With the Committee's assistance, a Request for Proposals was issued and in January 2010 City Council authorized Archeological Services Inc. of Toronto to undertake a study identifying areas of potential archeological significance and to provide advice on follow-up implementation measures. This firm is the largest archaeological consulting company in Canada and has extensive experience with studies of this type.

This work has been completed and reviewed by the committee. The consultant has provided two reports. The first is a planning study which sets out the approach used to determine areas of archaeological potential; summarizes existing legislation and recommends an approach to implementation. The second report describes both the pre-contact (prior to 1600 AD) and post contact history of the community, and the detailed research involved with creating the archeological site potential model.

At this time, the steering committee is recommending that a public open house be held prior to finalizing recommendations for City Council.

Process

A three-part study process was followed.

The first phase included the compilation of known archeological sites within the city and an overview of the settlement history related to potential archaeological resources. At present, there are 36 registered archeological sites within the city limits, which date from 10,000 years ago through to the 19th and early 20th centuries.

The second phase involved the development of the archaeological site potential model, based on known site locations, past and present land uses, and environmental, cultural and historical data.

The third phase included a review of relevant legislation and a recommended land use management strategy for dealing with both known and potential archaeological areas within the city.

Major Findings

The overall purpose of the study was to identify those areas of archaeological potential within the city. New development approvals within these areas will require an archaeological assessment as a condition of approval.

Using the Ministry of Tourism and Culture's guideline, new development in more than 90 percent of the community would be subject to an archaeological assessment. Based on the work done by Archaeological Services Inc., this total has been reduced to approximately 51 percent.

Of those areas identified as having archaeological potential, 60.2 percent are in the Rural Area, 14.5 percent are zoned Environmental Management (creeks, wetlands) and have very little development potential and another 8.6 percent are existing parks. A portion of the airport and various residential, commercial and industrial properties comprise the remaining 16.7%.

Recommended Approach to Archaeological Assessment

It should be noted that all areas within the community are already approved for development subject to the regulations contained in the City's Zoning By-law. It is only when an Official Plan or Zoning By-law amendment, a new subdivision or a severance is proposed that an archaeological assessment may be required. Archaeological assessments should also be conducted when a work proposed by the municipality that is subject to the Environmental Assessment process falls within an area of archaeological potential.

It is important that no grading or other in-ground work be done on a property that has been identified as having archaeological potential prior to an assessment being completed.

Archaeological assessments (similar to environmental assessments) are done in four stages as described below. Each stage is only conducted if the preceding phase determines the need for additional study.

- | | |
|---------|---|
| Stage 1 | consists of background research on the land use history of the property |
| Stage 2 | consists of a field survey of the property |
| Stage 3 | consists of a more detailed site investigation and usually includes test pits |
| Stage 4 | consists of extensive excavation and preservation of artifacts where required |

Recommended archaeological assessment requirements for the various types of development approvals are set out in the following chart.

Development Approval	Archaeological Assessment Requirement
Official Plan Amendment Zoning By-law Amendment Severance – Urban Area Within 250 m of a known archaeological site	Stage 1 or 2 archaeological assessment if any portion of the affected lands is within an Archaeological Potential Area excluding those lands zoned Environmental Management.
Subdivision Approval	Stage 1 or 2 archaeological assessment if any portion of the affected lands is within an Archaeological Potential Area. This is a requirement of Ontario Regulation 544/02, Schedule 1.
Severance – Rural Area	Stage 1 or 2 archaeological assessment if any portion of the proposed development area is within an Archaeological Potential Area. The Committee of Adjustment may restrict development within certain areas as a condition of approval in lieu of an archaeological assessment where appropriate.
Municipal Projects requiring an Environmental Assessment or other projects involving previously undisturbed land.	Stage 1 or 2 archaeological assessment if any portion of the affected lands is within an Archaeological Potential Area.

Further, the following requirements will apply should human bones or artifacts be discovered during any construction project.

Type of Artifact	Required Actions
Human Remains	All work must immediately cease and the site must be secured. The Sault Ste. Marie Police, the Registrar of Cemeteries Regulation Section of the Ontario Ministry of Consumer Business Services (416-326-8494), the Cultural Program Branch of the Ministry of Tourism and Culture (416-314-7123) and the City's Engineering & Planning Department must be contacted immediately for further direction.

Deeply Buried or previously undiscovered artifacts	All work must immediately cease and the site must be secured. The Cultural Program Branch of the Ministry of Tourism and Culture (416-314-7123) and the City's Engineering & Planning Department must be contacted immediately for further direction.
--	---

The consultant has also recommended changes to the City's Official Plan. The Steering Committee has reviewed these recommendations and supports their adoption as part of the comprehensive Official Plan review currently being completed.

Next Steps

The Steering Committee recommends that a public open house be held on Wednesday October 5th. In addition to comments from the general public and the development industry, comments will also be requested from the City's Municipal Heritage Committee, Historic Sites Board, Planning Advisory Committee, Batchewana First Nation and Garden River First Nation.

Planning Director's Recommendation

That City Council accept this report as information and authorize a public open house to be held on Wednesday, October 5, 2011 to obtain comment on the proposed archaeological site potential assessment requirements.

DBM/pms

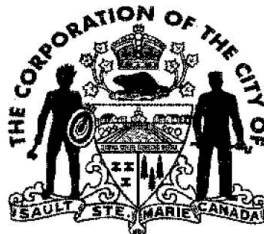
RECOMMENDED FOR APPROVAL

 Joseph M. Fratesi
 Chief Administrative Officer

5(v)

Commissioner
Kim Streich-Poser MSW, R.S.W.

Division Heads:
Finance – Andrew McRae
Ontario Works – Carl Rosso
Housing Operations – Jeff Barban
Housing Programs – Rick Cobean
Community Child Care – Florence Lake



Social Services Department
540 Albert Street East
Sault Ste. Marie, Ontario
P6A 7A7

Ontario Works 759-5266
Fax 759-1796
Housing Operations 946-2077
Fax 946-5628
Housing Programs 541-7326
Fax 759-5212
Community Child Care 541-7321
Fax 541-7320

2011 08 15

REPORT OF THE SOCIAL SERVICES DEPARTMENT

LOCAL IMMIGRATION PARTNERSHIP

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Newcomer Welcome Centre Concept and Feasibility
Study

As part of the Local Immigration Partnership's strategic plan, the City received \$30,000 from Citizenship and Immigration Canada for the completion of a Newcomer Welcome Centre Concept and Feasibility Study.

The Local Immigration Partnership began conducting research within the community in September 2009 to identify and eliminate gaps in programs and services and consolidate and centralize community resources for new arrivals and immigrants. This research resulted in a community based settlement and integration strategy entitled "Creating a Welcoming Community for All" which was approved and endorsed by City Council in June 2010.

In a community immigration forum held in February 2011, participants were asked to prioritize the recommendations outlined in the community based immigration strategy. The 'Development of a Newcomer Welcome Centre' was identified as the top priority by local organizations, institutions and immigrants in Sault Ste. Marie. This Concept and Feasibility Study is the first step in satisfying a community need.

On July 15, 2011, City staff issued a Request for Proposal to retain the services of a qualified firm with experience in working with newcomers, welcome centres and/or multicultural centres. Proposals were received from four firms:

- BDO Canada LLP
- Sierra Planning and Management
- Urban Marketing Collaborative
- J.C. Williams Group

To oversee the study and review proposals, a Steering Committee was formed. Participants on this Steering Committee include Danny Krmpotich, LIP Coordinator; Melissa Ceglie, LIP Administrative Assistant; Councillor Joe Krmpotich; Don McConell, Planning

Director; Andrew Ross, Economic Development Corporation and Frank DeGregorio, Sault Community Career Centre, New to the Sault staff.

On August 9th, 2011, the Steering Committee met to review the proposals, and selected Bay Consulting as the most qualified firm to conduct the feasibility study. This firm has extensive experience working with other Multicultural Centres in North Bay and Timmins. Bay Consulting also has previous experience working on several local projects with Unity and Diversity, Sault Community Career Centre, Garden River First Nation, Batchewana First Nation and the Indian Friendship Centre. After the conclusion of the project Bay Consulting will provide e-mail and telephone consulting advice to the City of Sault Ste. Marie and its partners for a period of 12 months at no charge.

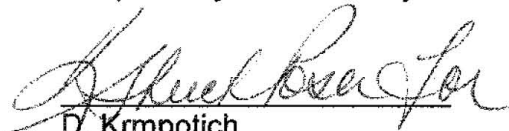
The Committee is recommending that the contract be awarded, with an upset limit of \$30,000 (including disbursements) to Bay Consulting to undertake the Newcomer Welcome Centre Concept and Feasibility Study. It is expected that the study will be completed by November, 2011.

By-law 2011-153, authorizing a contract with Bay Consulting is found elsewhere on City Council's agenda and is recommended for approval.

Local Immigration Partnership Coordinator's Recommendation:

That City Council approve By-law 2011-153, awarding a contract with Bay Consulting, with an upset limit of \$30,000 (including disbursements) to conduct a Newcomer Welcome Centre Concept and Feasibility Study for Sault Ste. Marie.

Respectfully Submitted by:

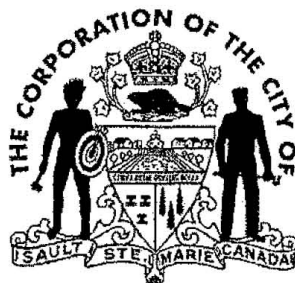

D. Krmpotich
Local Immigration Coordinator

Recommended by:


Kim Streich-Poser, MSW, RSW
Commissioner Social Services

5(w)

Mr. Don Scott
Manager of Transit and Parking



Public Works and Transportation
Department
Transit Division

2011 08 15

Mayor Debbie Amaroso &
Members of City Council
Civic Centre

RE: TRANSIT SERVICE TO ROOT RIVER TRAILER PARK

INTRODUCTION

At the council meeting on July 18, 2010, City Council requested that staff investigate and report back on the feasibility of providing public transit to the Root River Trailer Park.

BACKGROUND

On May 31, 2011, Don Scott, Transit Manager, received a petition containing 16 signatures from Edith Dinter, a resident of Root River Trailer Park. She asked that Transit consider servicing the trailer park with the Community Bus on an on-request basis.

On June 16, 2011, the Transit Manager responded in writing to Edith Dinter, indicating that the current bus schedule cannot accommodate the additional travel time required to service the trailer park.

RECOMMENDATION

It is recommended that the request for transit service to the Root River Trailer Park be referred to the HDR/ITrans Consultants for further consideration, as part of the Transit Services Operational Review.

Respectfully submitted,

Don Scott
Manager of Transit and Parking
Public Works and Transportation

Recommended for Approval,

Larry Girardi
Commissioner
Public Works and Transportation

6(8)(a)



Sault Ste. Marie Small Business Incubator Feasibility Study

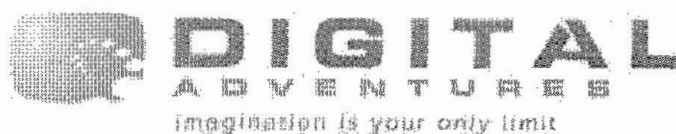


Business Sault Ste. Marie
June 2011

**Sault Ste. Marie
Small Business Incubator
Feasibility Study**

PREPARED FOR:
Business Sault Ste. Marie

PREPARED BY:
Digital Adventures



June 2011

EXECUTIVE SUMMARY

Digital Adventures was commissioned by the Sault Ste. Marie Economic Development Corporation to assess the need and feasibility for a small business incubator in Sault Ste. Marie, Ontario.

Objectives

- To assess the need for a business incubator in Sault Ste. Marie;
- To identify an effective model and size for a small business incubator implemented within Sault Ste. Marie; and
- To identify the base costs that would accompany the proposed model.

Methodology

This study incorporates primary and secondary research, financial analysis, and identification of potential incubator sites within the community. Specific methodology includes:

- Research - Identified existing business incubator models, including successful case studies from across North America. Identify potential best fits, and best mix of incubator services and support, client target markets, and best practices.
- Stakeholder and incubator interviews - Met with local community stakeholder groups to get feedback on the proposed small business incubator. Contacted existing incubator/co-working programs to get feedback and advice.
- Survey - Existing businesses, youth and other potential incubator clients in Sault Ste. Marie were invited to participate in an online survey. A total of 77 responses were received. The survey provided an opportunity to gauge potential interest in an incubator, get feedback on the optimal mix of services, features and amenities as well as potential areas of the city to locate.
- Location search - Available incubator real estate was identified within Sault Ste. Marie, specifically the downtown area. Four potential sites were identified.
- Financial analysis - An analysis was performed, including identifying project start-up costs, break-even analysis and three years of revenue projections (scenarios). Additionally, funding opportunities were identified.

Background

According to the National Business Incubator Association, "Business incubators are programs designed to accelerate the successful development of entrepreneurial companies through an array of business support resources and services...offered both in the incubator and through its network of contacts."

Successful completion of a business incubation program increases the likelihood that a start-up company will stay in business for the long term. According to the Canadian

Association of Business Incubation (CABI), the average survival rate of companies in Canada that go through business incubation has been shown to be higher than 80% after five years, compared to just a 36% probability of survival for non-incubated firms.

Survey Data

Based on an online survey, interviews and research, there appears to be community support for creating a small business incubator in Sault Ste. Marie. Survey respondents overwhelmingly (92%) supported the idea of an incubator to assist small business.

16% of respondents said they would consider becoming a tenant in the incubator, and more than 40% said they would use or might use the services of the incubator while not locating there. Only 14.7% stated they did not anticipate using the incubator.

The survey identified additional interest in creating an open, collaborative and creative space where entrepreneurs, students and others can meet and work together. This concept of collaborative space (known as coworking) is a growing movement around the world, and represents an opportunity to expand the local business environment.

Results

Sault Ste. Marie has additional requirements for a mixed-use business incubator for start-ups and existing small businesses beyond what the Sault Ste. Marie Innovation Centre Incubator provides to the science and technology sectors. This includes access to physical space (both private office and a collaborative work area), shared services and business support services at affordable rates.

Based on our limited financial analysis, an incubator of the size and scope recommended would not be self-sustainable within the three-year timeframe identified in the terms of reference. However, as most incubators rely on some form of continued funding to operate (over and above other revenue), we do not simply dismiss the idea.

While it appears that government funding is available to support this initiative, additional revenue sources would be required to operate a financially sustainable small business incubator over the long term. Funding opportunities and revenue models are explored.

Through the process of developing partnerships, identifying further cost-sharing opportunities, and exploring additional revenue streams over the course of the first years of operation, the small business incubator has the potential to become more sustainable than is indicated in the preliminary financial analysis portion of this report.

Conclusion

Job and wealth creation, economic diversification, creating opportunities for youth and fostering the entrepreneurial climate are all important reasons to consider a small business incubator in Sault Ste. Marie. If these goals align with the community's economic development objectives, then providing ongoing funding to such a project may also be justified.

Based on the research conducted and survey results collected, Sault Ste. Marie could benefit greatly from an expanding business community. The dramatic increase in the odds of business success provided by business incubators, along with the benefits of providing an open and collaborative community space, make a small business incubator in Sault Ste Marie a worthy investment by the city and the community.

Recommendations

- 1) Business SSM, a division of SSMEDC should further pursue the development of a mixed-use small business incubator with a facility to provide clients with a combination of private office space, open-concept working space and community collaborative space.
- 2) The incubator should operate as a not-for-profit organization, under the umbrella of the SSMEDC.
- 3) The incubator should target new start-ups, and existing businesses other than science and technology businesses
- 4) The incubator/coworking space should be branded as a collaborative, connected space where entrepreneurs and creative individuals can build successful businesses, connect with others, and share ideas.
- 5) A full business plan should be developed, with a focus on building a strong mix of reliable revenue sources that will sustain the facility for the long term. The incubator must rely on a mix of rental and service fees, sponsorships and other revenue streams to be successful long-term.
- 6) Government funding should be sought to support the business plan, covering both start-up costs and operating costs for the first 2-3 years of operation.
- 7) SSMEDC should form an advisory board to help guide the incubator planning process. The board should be involved in the hiring an Executive Director/General Manager. Additional staffing should be added as needed.
- 8) The incubator must be designed with collaboration and open space in mind, while offering private office space as well. Common areas should permeate throughout the space to promote networking among incubator clients.
- 9) Determine the appropriate mix of client services to be offered, including coaching, networking, seminars, mentoring and other learning opportunities.
- 10) Develop client-selection criteria early on, and client graduation policies based on mutually agreed upon milestones, or space availability.
- 11) Develop effective incubator program evaluation criteria and feedback.

6(8)(b)

MEMORANDUM

TO: CITY OF SAULT STE. MARIE
MAYOR AND COUNCILLORS

FROM: H. J. BRIAN CURRAN, PRESIDENT & C.E.O.
PUC INC.

DATE: June 22, 2011

SUBJECT: 2011 SECOND QUARTER SHAREHOLDER REPORT

Attached is the second quarter Shareholder Report for the period April 1 to June 30, 2011 and unaudited financial statements for the month of June.

I will be available to answer any questions on the report at the August council meeting.

If you have any questions prior to the council meeting, please do not hesitate to call me at 759-6538.



H. J. Brian Curran, President & C.E.O.

c.c. City of Sault Ste. Marie, C.A.O.

Attachments : 1. 2011 Second Quarter Report
 2. Summary of Operations ending June 30, 2011

PUC INC & PUC SERVICES INC. 2011 SECOND QUARTER REPORT

PUC SERVICES

There were no lost time accidents during the second quarter of 2011. We have achieved 203 days without a lost time accident.

A three year labour agreement was negotiated with both our inside and outside workers. The new contract took effect May 1st.

The two city wastewater treatment plants remained in compliance with provincial requirements during the past quarter.

A tender call was issued in June for the new corporate building with a closing date of July 14th which was subsequently revised to July 21st. A mandatory visit to the site for the new building on June 28th attracted 10 interested contractors.

Solar panels with a capacity of 137 kW were installed on the roof of the water treatment plant in June. This is the largest rooftop solar installation in Sault Ste. Marie to date. PUC Services has a 20 year contract with the Ontario Power Authority (OPA) for the sale of all electricity generated from the panels. Annual revenues are expected to be \$110,000. PUC Services was selected by the City to install solar panels with a capacity of 242 kW on the roof of the new West End Community Centre. An application will be made for a 20 year contract under the OPA's Feed-in Tariff program.

PUC DISTRIBUTION

Electricity consumption was up 2.1% in the first half of the year compared to 2010. The number of heating degree days in the period was 21% higher than in 2010 and 4% above normal. Peak demand in the second quarter was 105 MW which occurred on April 17th. Peak demand during the second quarter of 2010 was 98 MW.

As of the end of June we had 43 smart meters left to install. These include meters for customers for whom it has been difficult to arrange convenient times for meter change out and a number of meters that have special characteristics. We remain on schedule to meet the Ontario Energy Board mandated target of having customers billed on a time of use (TOU) basis starting in October. Bills with the TOU tariff structure should start going out in November.

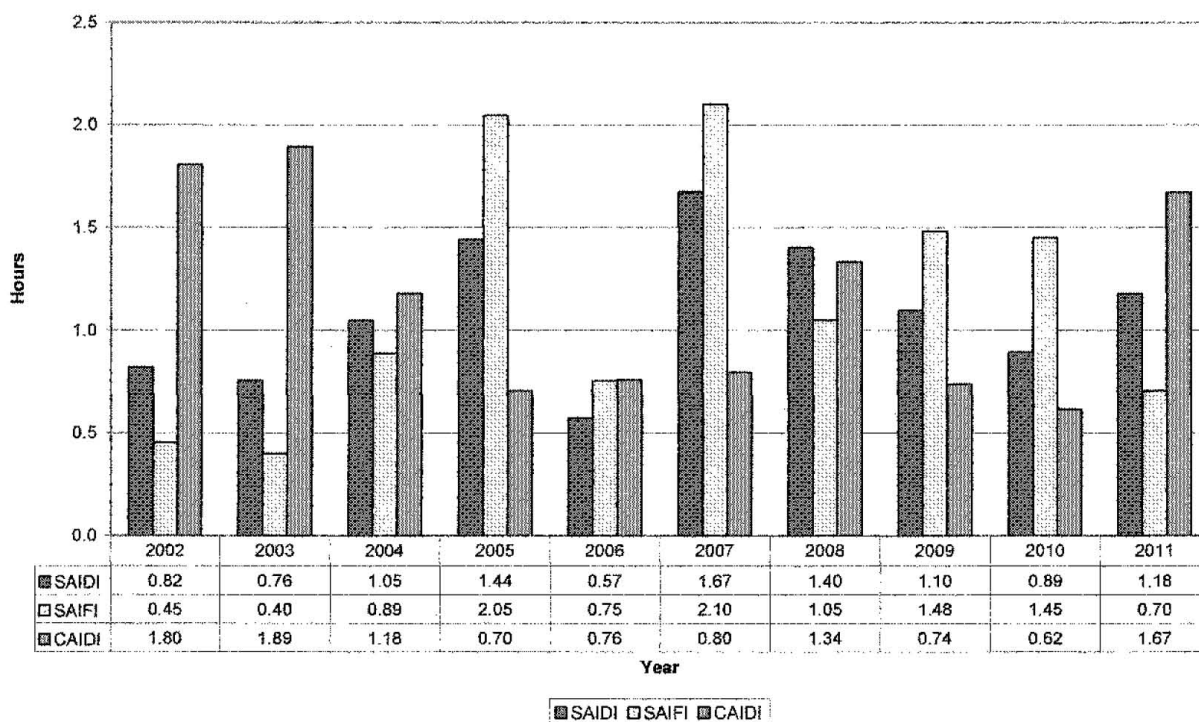
Significant resources were directed to installing equipment for the connection of the Starwood solar farms in the east end of the city. The farms will deliver up to 40 MW of solar generated power into our transformer station located between McNabb and Trunk Road. There are 86 microFIT applications before the OPA and 233.2 kW connected under the FIT program.

Contractors have been selected by PUC Distribution to deliver conservation and demand management programs in Sault Ste. Marie under the saveONenergy brand to residents and businesses in the city. The programs are funded by the OPA and administered by PUC Distribution. The programs provide attractive incentives for electrical users to reduce

consumption and will be key to our achieving our OEB mandated energy and demand reduction targets by the end of 2014.

Excluding the loss of supply to the entire city that occurred on June 7th the outage frequency in the first half of 2011 decreased from the same period in 2010 but the average duration for the system increased. The outage that affected the largest number of customers was in the Wellington- Church street areas on April 29th for scheduled work. The outage was for five minutes. A failed high voltage underground connector on May 8th affected 1,400 customers in the Shannon and Trunk Road area for between three and five and a half hours. A severe wind storm on May 11th caused outages to 1,200 customers for three to sixteen and a half hours in the east and west ends of the city. A patio umbrella that was blown into our power lines interrupted service for 1,700 customers in the west end of the city for seventeen minutes on June 1st.

Reliability Indices - January 1 to June 30
(excluding Loss of Supply)



WATER SYSTEM

Metered water consumption in Sault Ste. Marie was down 3.75% in the first half of 2011 compared to the previous year. Water production from the water treatment plant and the wells, however, was up 0.2% over the same period. Production increased due to the fact that we had 69 watermain breaks over the period compared to 38 in 2010. The majority of the main breaks occurred in the first quarter.

Peak daily demand for the second quarter was 37,948 cubic meters which occurred June 17th. Peak daily demand in the second quarter of 2010 was 41,783 cubic meters.

A water restriction bylaw was approved by the Public Utilities Commission May 18th. The bylaw imposes outdoor watering restrictions when peak daily demands approach the limits of production capacity.

The Green Municipal Fund has approved a grant of \$102,000 to cover half the cost of a study to assess whether smart water meters can be used to promote water conservation. The study will involve the installation of 500 smart water meters. Water use patterns in this group will be compared to the general population over a two year period.

PUC TELECOM

The PUC Telecom network continued to provide reliable high speed broadband service in the city. Several fibre connections were completed and requests for connection quotes remained robust.

FINANCIAL STATUS

PUC Distribution's income for the first half of 2011 was \$1,268,787 on revenues of \$8,365,973 compared to income of \$463,621 and revenues of \$8,004,398 in the budget. Expenses in 2011 were \$443,591 less than in the previous year. Income and revenues in the second half of 2010 were \$897,823 and \$7,943,066 respectively.

PUC Telecom revenues in the first half were \$418,639, compared to \$378,102 in the budget and \$369,983 in 2010. Income for the period was \$97,712 compared to \$35,030 in the budget and \$62,969 in 2010.

PUC Services revenues of \$6,753,206 were \$480,608 over budget and \$1,185,441 more than in 2010. The variance between actual and budget is due to higher management fee and contract revenues. Expenses were \$152,624 over budget due to unallocated overhead and higher general and administration costs. PUC Services had net income of \$173,186 compared to a loss of \$283,022 in 2010.

Unconsolidated PUC Inc. revenue was \$1,153,409, which was received in the form of related party interest payments. Expenses of \$1,064,982 were primarily interest payable to a related party. Net income was \$88,427.

The water utility had a net operating margin of \$1,171,672 on revenues of \$6,510,697 compared to \$1,022,755 and revenues of \$6,756,213 in the budget. Revenues in 2010 were \$5,999,163 and the net operating margin was \$1,070,175.

PUC
QUARTERLY FINANCIAL SUMMARIES
June 30 2011



PUC Distribution Inc.
STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending June 30 2011



	YTD Actual 2011	YTD Budget 2011	YTD Variance 2011	Annual Budget 2011
Revenue				
Distribution Revenue	7,556,667	7,454,251	102,416	15,070,470
Miscellaneous Revenue	809,306	550,147	259,159	998,122
Total Revenue	8,365,973	8,004,398	361,575	16,068,592
Cost of Power				
Cost of Power Revenue	29,748,343	28,720,827	1,027,516	53,186,717
Cost of Power Expense	29,748,343	28,720,827	1,027,516	53,186,717
Net Cost of Power	0	0	0	0
Operating Expenses	2,502,268	2,952,337	(450,069)	6,075,672
General and Administrative Expenses	1,802,263	1,766,150	36,113	3,405,256
Depreciation	1,650,000	1,650,000	0	3,300,000
Interest Expense	841,393	872,411	(31,018)	1,765,091
Payment in Lieu of Taxes	301,262	299,880	1,382	600,000
Total Expenses	7,097,186	7,540,777	(443,592)	15,146,020
Income (Loss)	1,268,787	463,621	805,166	922,572

PUC Telecom Inc.
STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending June 30 2011



	YTD Actual 2011	YTD Budget 2011	YTD Variance 2011	Annual Budget 2011
Revenue				
Service Revenue	365,181	323,843	41,338	655,195
Miscellaneous Revenue	53,458	54,259	(801)	108,045
Total Revenue	418,639	378,102	40,537	763,240
Operating Expenses	40,597	49,596	(8,999)	98,788
General and Administrative Expenses	80,367	111,711	(31,344)	224,961
Depreciation	103,467	102,758	709	206,935
Interest Expense	72,009	72,009	0	144,018
Payment in Lieu of Taxes	24,486	6,997	17,489	14,000
Total Expenses	320,927	343,072	(22,145)	688,702
Income (Loss)	97,712	35,030	62,682	74,538

PUC Services Inc.**STATEMENT OF REVENUES AND EXPENSES**

For the Quarter Ending June 30 2011



	YTD Actual 2011	YTD Budget 2011	YTD Variance 2011	Annual Budget 2011
Revenue				
Contract Revenue	2,773,613	2,442,703	330,910	5,398,282
Management Fee Revenue	3,938,151	3,799,800	138,351	7,610,835
Miscellaneous Revenue	41,442	30,095	11,347	167,442
Total Revenue	6,753,206	6,272,598	480,608	13,176,558
Operating Expenses	2,197,597	2,362,971	(165,374)	4,717,038
General and Administrative Expenses	3,285,071	3,034,905	250,167	5,888,786
Depreciation	751,250	751,200	50	1,502,500
Interest Expense	266,319	266,319	0	532,638
Payment in Lieu of Taxes	79,782	12,000	67,782	24,000
Total Expenses	6,580,019	6,427,395	152,625	12,664,962
Income (Loss)	173,186	(154,797)	327,983	511,596

PUC Inc.

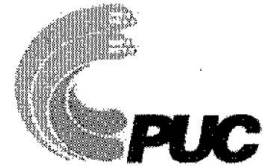
STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending June 30 2011



	YTD Actual 2011	YTD Budget 2011	YTD Variance 2011	Annual Budget 2011
Revenue				
Interest - Related Party	1,147,616	1,147,157	459	2,295,232
Miscellaneous Interest	5,793	5,203	590	10,000
Total Revenue	1,153,409	1,152,360	1,049	2,305,232
General and Administrative Expenses	97,522	199,156	(101,634)	391,222
Interest Related Party	967,460	967,460	0	1,934,920
Total Expenses	1,064,982	1,166,616	(101,634)	2,326,142
Income (Loss)	88,427	(14,256)	102,683	(20,910)

Public Utilities Commission of Sault Ste. Marie
STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending June 30 2011



	YTD Actual 2011	YTD Budget 2011	YTD Variance 2011	Annual Budget 2011
Operating Revenue				
Water Sales	\$6,291,289	\$6,503,073	(\$211,784)	\$13,142,477
Miscellaneous	\$219,408	\$253,140	(\$33,733)	\$546,291
Total Operating Revenue	\$6,510,697	\$6,756,213	(\$245,517)	\$13,688,768
Total Operating Expenses	\$3,189,460	\$3,540,383	(\$350,923)	\$6,930,659
Total General and Administrative Expenses	\$1,180,464	\$1,154,715	\$25,749	\$2,270,885
Depreciation	\$900,000	\$900,360	(\$360)	\$1,800,000
Interest Expense	\$69,102	\$138,000	(\$68,898)	\$285,000
Total Expenses	\$5,339,025	\$5,733,458	(\$394,433)	\$11,286,544
Net Operating Margin	\$1,171,672	\$1,022,755	\$148,916	\$2,402,224

RESOLUTION OF THE SHAREHOLDER

OF

PUC INC.

New Corporate Building

WHEREAS extensive analysis has been completed over the past 10 years to correct the workplace deficiencies of the Service Centre and both the shareholder and the PUC Board of Directors have given approval to proceed with the design of an integrated corporate building;

WHEREAS construction bids have been received for the new building, the lowest of which is significantly under most recent estimates;

WHEREAS the total cost of the building including the vehicle storage garage is \$23,500,000;

WHEREAS financing from Infrastructure Ontario is available at attractive terms;

And,

WHEREAS according to the PUC Inc. Shareholder Agreement, PUC Inc. must seek approval for single capital expenditures beyond an authorized limit and for borrowing beyond an authorized limit.

RESOLVED that approval is given this 15th day of August 2011 to PUC Inc. to proceed with the construction of a new building with a budget of \$23,500,000 and to borrow to a maximum of \$23,500,000 from Infrastructure Ontario.

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

Per: _____
Mayor

Per: _____
City Clerk

REPORT ON PUC DISTRIBUTION INC. CORPORATE BUILDING

BACKGROUND

The need to address deficiencies in the C.J. Murphy Centre (Service Centre) began in the mid 1990s. No significant improvements had been made to the Service Centre since it opened in 1965. The physical condition of the building had deteriorated; workspace was inadequate; the change rooms were run down and could not accommodate women seeking to enter trades that historically have been exclusively occupied by males; and, the vehicle repair area could not accommodate the larger vehicles in the fleet.

At a special shareholder meeting in September 2003 approval was given to PUC Inc. to proceed with the preparation of design drawings and construction estimates for an extensive renovation of the Service Centre. Several other options were considered including: an extension of the Service Centre to accommodate all PUC office staff; less extensive renovations to the Service Centre with retention of the Trbovich Centre; and, a new integrated building.

When estimates were provided after design drawings had been prepared the cost of renovations to the Service Centre increased substantially over the original estimate. Given the significant cost increase and other more pressing issues at the time, further consideration of building renovations was not pursued.

In 2007 MGP Architects Engineer Ltd was asked to provide new estimates for a renovated Service Centre and for a new integrated corporate building with a total area of 81,290 sq. ft. Based on a construction start of March 2009 the cost estimate for renovation was between \$11 million and \$12.4 million. A new integrated corporate building was estimated to cost between \$14.5 million and \$16 million. Given that a new building would allow for the sale of the Service Centre at between \$1 million and \$1.5 million, the differential between the renovation of an old building and a new building made the latter option much more attractive.

The shareholder passed a resolution September 27, 2011 giving approval for PUC Inc. to proceed with the construction of a new building with a budget of \$22,180,000. The budgeted figure included the cost of the building, architect and engineering fees, furnishing and moving costs. As the cost estimates for just the building alone had increased from \$19,111,030 to \$23,191,893, excluding other fees and costs, the intent was to delay the construction of the vehicle storage garage and retain the Service Centre to house the large vehicles until the outcome of the 2012 rate application was known. A favourable rate application would ensure sufficient revenue to construct the vehicle storage area.

At the time of the resolution we expected to go to tender in early 2011 with a construction start in April. The project schedule slipped somewhat and tenders were not issued until June. Prior to that time we had received project estimates as different phases

of the building design were completed. The last estimate that was received prior to tenders was \$19,108,542 for the building without the vehicle storage garage and \$22,045,842 with the garage. Both estimates were without any contingencies or fees.

Five bids were received from contractors with the lowest bid from Cy Rheault Construction for \$20,200,000. The bid included the vehicle storage garage. Four of the five bids were fairly close with only \$375,000 between the lowest and second lowest bid. Cy Rheault is based in Timmins but is completing the Biosciences and Technology Convergence Centre on the Algoma University campus and the new Clergue elementary school. Given the attractive quote to construct the complete building and the availability of very attractive financing, PUC Inc. recommends that we accept the quote.

RATIONALE

The tender cost for the building is almost \$3,000,000 less than anticipated. The value of Service Centre property is conservatively estimated at \$1.5 million which we plan to sell after the completion of the new building. The Trbovich and downtown building will also be sold. Total revenues for all three buildings are expected to be between \$4 and \$5 million. The total cost of the building with architect and engineering fees, furnishings, moving costs, contingencies and miscellaneous costs is now \$23,500,000.

On the advice of a regulatory consultant PUC Distribution rather than PUC Services will own the building and will charge out a portion of fixed and operating costs to the other affiliates and to the water utility. The new building will be completed by December 31, 2012 so that the cost of the building can be included in the 2013 rate application.

We have a tentative agreement for a 25 year mortgage with Infrastructure Ontario. The current interest rate is 4.39% but our rate will be finalized once the building is completed and the final cost of the building and proceeds from the sale of the three surplus properties are known.

The impact on electric and water rates is still estimated to be \$1.50 per month for the average electric customer and for the average water customer. Property taxes are estimated to be \$1.08 million and we expect to continue to pay the city current interest costs and dividends.

The new building will consolidate the majority of PUC Services employees in one central location in a modern LEEDS certified building. It will provide needed areas for employees to maintain and repair equipment and will allow for future growth. The new building will be an asset to the company for the next 50 years.

Report to Council on Electrical Outages

**H. J. Brian Curran
President & C.E.O.
PUC Services**

August 8, 2011

This report is in response to the city council resolution that was passed July 18, 2011. The resolution requested "a report from PUC documenting dates, times, duration of outages, city-wide as opposed to area or neighbourhood outages and finally to provide what measures and costs may be associated with resolving the above situation."

The only city wide outage that we experienced occurred June 7th and was caused by a loss of supply from the transmission system. It did not originate in the distribution system.

We track every customer outage, whether it involves one customer or several thousand. The outage statistics that are presented in this report include outages that affected at least 20 customers. They cover the period from January 1 to July 31 of this year. The outages are shown in Table 1. Please note that a single outage may have several periods listed as not all customers may have been brought back onto the system at the same time.

During the first seven months of the year there were 55 outages affecting at least 20 customers. The most numerous and extensive outages occurred in July with 15 outages. Table 2 shows the number of outages according to cause. Weather events were responsible for 23.6% of the outages and scheduled work for 21.8%. Failed underground connectors caused 16.4% of the outages, 10.9% occurred because of failed disconnect switches and 7.3% due to failed insulators.

Our outage statistics over the past five years have been improving as we focused on areas of greatest vulnerability. Figure 1 shows the frequency and duration statistics between 2002 and 2010. Even in the first half of this year, while outage duration increased over the previous year, frequency of outages was down. (Figure 2)

Outages that involved large parts of the east end of the city on July 11, 14, 17 and 18 affected twice the number of customers that would normally have been impacted due to unusual and complex system configuration required to connect the large solar farms on Black Road and complete station upgrades at the TS1 transformer station. The outage on July 11th due to circuit overload would not have occurred if not for the work required at TS1 to accommodate the solar farms.

Outages since October 2010 involving the west end of the city out to Gros Cap have generally been impacted by temporary abnormal operating restrictions on the sub-transmission system due to the west-end solar farm connections to the extent the outages were either larger than normal or would not have occurred in the first place. The reclosing function of the TS2 breaker feeding the west end distribution stations has been disabled since the solar farms on Base Line and Leigh's Bay Road were connected last October. For example, the outage on July 18 affecting the area west of Korah Road out to Gros Cap would not have occurred if the reclose function had been in service. This is a temporary situation that must remain in effect until additional system protection upgrades are completed later this year to the west-end circuit.

Disconnect switches accounted for 10.9% of the outages. Several years ago we were advised by the switch supplier that a batch of switches were defective and were experiencing premature failure. Based on information provided by the manufacturer, we originally thought that we might have several hundred of these defective switches installed in our system but it turns out that the

manufacturing defect was much more extensive. Switch failures have been occurring at a much higher than normal rate. We have identified 2,078 suspect switches and have replaced 858 to date. We have replaced switches on high priority poles carrying multiple circuits. We expect to replace the remainder over the next 36 months. Total cost of replacing the switches (including work to-date and still outstanding) is estimated to be \$640,000. An example of a switch is shown in Picture 1.

Failed insulators accounted for 7.3 % of the outages. Traditionally insulators used in distribution systems have been porcelain. We stopped using porcelain insulators approximately 15 years ago when polymer became the preferred material. There are (primarily) 35 kV porcelain insulators installed in our system that have been prone to pre-mature failure. We estimate that we have approximately 3,300 in service. Last year and this year we budgeted \$100,000 to replace this equipment and expect to complete the task by 2015. Picture 2 shows a porcelain side post insulator.

The age of our distribution system makes it more vulnerable to outages. This is true for every distribution system in Ontario. Our outage statistics are comparable to the Ontario average. Excluding Hydro One outage data, PUC Distribution is above the provincial average for system outage frequency and about the same for system average and customer outage duration (See Figures 3-5). The failure of the underground connectors is largely due to material deterioration over time. The condition of underground connectors are checked when our crews conduct work in underground vaults and any suspect connectors are replaced.

We have recognized the need to increase our level of infrastructure replacement and to improve system protection. In 2004 our capital investment in the electrical system was \$2,760,000. In 2011 our capital budget is \$9,634,000. We have increased personnel in our Line Department from 19 to 29 individuals and our Engineering staff has increased from 13 to 16 positions. Over the next 10 years we expect to invest approximately \$90 to \$100 million of capital in our distribution system. In addition to capital replacement we will be making Smart Grid investments which will also help to reduce the extent and frequency of outages.

The improvement in system reliability will be a gradual one but it will continue to improve. There may be periods such as we have just experienced when several factors may occur to temporarily increase outage frequency and duration. This year we have had to contend with increased vulnerability in our system due to the connection of the large solar farms and the need to replace defective equipment. We will have all solar farms connected by the end of this year. Defective equipment should be replaced by 2015. In addition we will continue with our annual replacement of infrastructure. We expect that these efforts will continue to result in better reliability.

ATTACHMENTS:

Table 1	List of Outages
Table 2	Causes of Outages
Figure 1	Reliability Statistics 2002 - 2010
Figure 2	Reliability Statistics January 1 – June 30, 2011
Figure 3	SAIDI – System Average Interruption Duration Index
Figure 4	SAIFI – System Average Interruption Frequency Index
Figure 5	CAIDI – Customer Average Interruption Duration Index
Picture 1	Porcelain Switch
Picture 2	Porcelain Side Post Insulator

TABLE 1 – List of Outages

January – 9 Outages					
Date	Customer Count	Duration		Cause	Area
		Hours	Minutes		
1	47	0	29	tree on primary lines	Brule Road
3	14	1	30	failed underground connector	Golf Range Crescent
	32	1	18		
	32	1	2		
9	147	1	24	failed underground connector	North Street & Mary Avenue Area
	21	1	29		
	93	1	39		
	38	3	17		
	24	4	42	scheduled work	Bell Avenue
12	342	1	41	failed underground connector	Pine & Queen Streets area
	131	2	3	failed underground switch	Breton Road
13	527	0	5	worker error	Elizabeth & Wellington Streets area
15	1053	1	47	failed 35kV underground connector	Pine & Wellington Streets area
	558	2	3		
	1	2	19		
23	2041	0	34	failed 35kV insulator	easterly area of city
	786	1	45		
	1	1	58		

February – 6 Outages					
Date	Customer Count	Duration		Cause	Area
		Hours	Minutes		
14	139	1	59	scheduled work	Huntington Park & Shannon Road
15	37	1	33	scheduled work	Meadow Park, Lorraine, Irwin, Tuckett & Lewis Rd
16	101	0	57	scheduled work	Huntington Prk, Irwin, Lewis and Nicolas Avenue
18	38	0	17	broken connector due to strong winds	Princess, Palace & Parasol Crescents
	527	1	25		Pine, Queen & Wellington Streets
19	70	2	21	failed underground connector	Bay & Pim Streets area
	204	0	2	scheduled work	Bay & Gore Streets area

March – 4 Outages					
Date	Customer Count	Duration		Cause	Area
		Hours	Minutes		
12	474	0	41	motor vehicle accident	north-central area of city
16	469	0	40	failed high voltage insulators	westerly area of city
	653	1	11		
18	27	0	43	scheduled work	along Hill Road
24	36	0	20	scheduled work	along Ross Street

April – 7 Outages					
Date	Customer Count	Duration		Cause	Area
		Hours	Minutes		
2	91	1	8	broken overhead connector	along People's Rd.
4	57	3	58	pole-top fire	along Northland Rd.
	1	4	20		
15	40	0	9	scheduled work	McNabb & Pine St area
16	43	1	2	failed high voltage disconnect switch	along Rushmere Road
	466	3	20	tree on primary lines	Gros Cap & Prince Lake area
	89	4	22		
26	549	0	20	failed high voltage disconnect switch	St. George's Ave & McNabb St. area
29	2,668	0	5	planned work	Church & Wellington Streets area

May – 5 Outages					
Date	Customer Count	Duration		Cause	Area
		Hours	Minutes		
5	1,032	0	5	failed insulator	area west of Goulais Ave
	1,142	0	10		
8	762	2	43	failed high voltage underground connector	Shannon & Trunk Road area
	480	3	17		
	152	5	30		
11	75	6	6	significant wind storm resulted in substantial localized damage to trees & powerlines	far east end of city & Pointe Des Chenes area in the west
	6	6	16		
	349	1	27		
	74	1	32		
	210	10	17		
	264	11	36		
	132	11	37		
	49	16	39		
13	49	0	46	planned work	Pineshore and Alagash area
28	47	1	12	tree on primary lines	Brule Rd north of Fourth Line area

June - 9 Outages					
Date	Customer Count	Duration		Cause	Area
		Hours	Minutes		
1	82	1	55	tree on primary lines	Pleasant & Primrose Drive area
	1,698	0	17	winds blew patio umbrella into primary lines	Wellington St W. & Second Line area
2	781	0	37	failed station insulator	North-central area of city
7	32,500	5	31	loss of supply from Great Lakes Power	All PUC customers
11	1,147	1	26	failed underground connector	Kerr & Hardwood St area
15	294	1	4	failed submersible transformer	Laronde Avenue area
	44	3	5		
	9	5	2		
17	72	0	50	undetermined cause	along Second Ave.
21	33	2	40	scheduled work	Fish Hatchery & Landslide Rd. area
	64	4	58		
28	148	1	38	failed high voltage disconnect switch	along Landslide Rd.

July - 15 Outages					
Date	Customer Count	Duration		Cause	Area
		Hours	Minutes		
5	505	0	10	undetermined cause	area south of Second Line & west of Carpin Beach Rd
6	21	0	32	undetermined cause	along Summit Ave.
	1,208	0	2	failed underground cable	Queen, Dacey, Boundary, Kerr Dr. area
10	268	2	38	failed high voltage disconnect switch	north central area of city
11	297	2	0	lightening strike	Pine & Allard area
	5,650	0	2	lightening strike	westerly area of city
	264	1	33		
	262	1	45		
	3,929	0	13	circuit overload	east of East Street & south of McNabb Street
	3,007	0	18		
	2,886	0	39		
14	3,813	1	8	failed underground cable connector	east end of city
	1,002	1	11		
	2,339	1	12		
17	4,307	1	30	failed high voltage disconnect switch	east of Lake Street to city limits
	2,102	1	43		
	784	2	8		
	1,096	0	48	lightning strike	Pine & MacDonald Ave area
	297	0	50		Allard & McNabb St area

	1,439	0	15		Fauquier, McNabb, Lake & Wellington Streets area
18	2,887	0	5	severe lightning activity	west of Korah Rd to Gros Cap
	1,810	0	9		
	1,440	0	10		
	6,137	0	23		
	2,886	0	9		East of Lake Street to city limits
	4,307	0	10		
	527	1	32	lightning strike	Pine & Queen Streets area
	54	1	2	failed submersible transformer	Sutton Place & Chartwell Drive area
18	50	0	57	scheduled work	Palace, Paradise & Pageant Drive area
25	550	1	54	strong winds	far westerly area of city and out to Gros Cap

TABLE 2 – Cause of Outages

Causes of Outages		
Weather Related	13	23.60%
Scheduled Work	12	21.80%
Failed U/G Connectors	9	16.40%
Failed Insulators	4	7.30%
Vehicle Accident	1	1.80%
Failed O/H Connector	1	1.80%
Disconnect Switch	6	10.90%
Worker Error	1	1.80%
Pole Fire	1	1.80%
Undetermined	3	5.50%
Failed Submersible Transformer	2	3.60%
Loss of Supply	1	1.80%
Circuit Overload	1	1.80%
TOTAL	55	

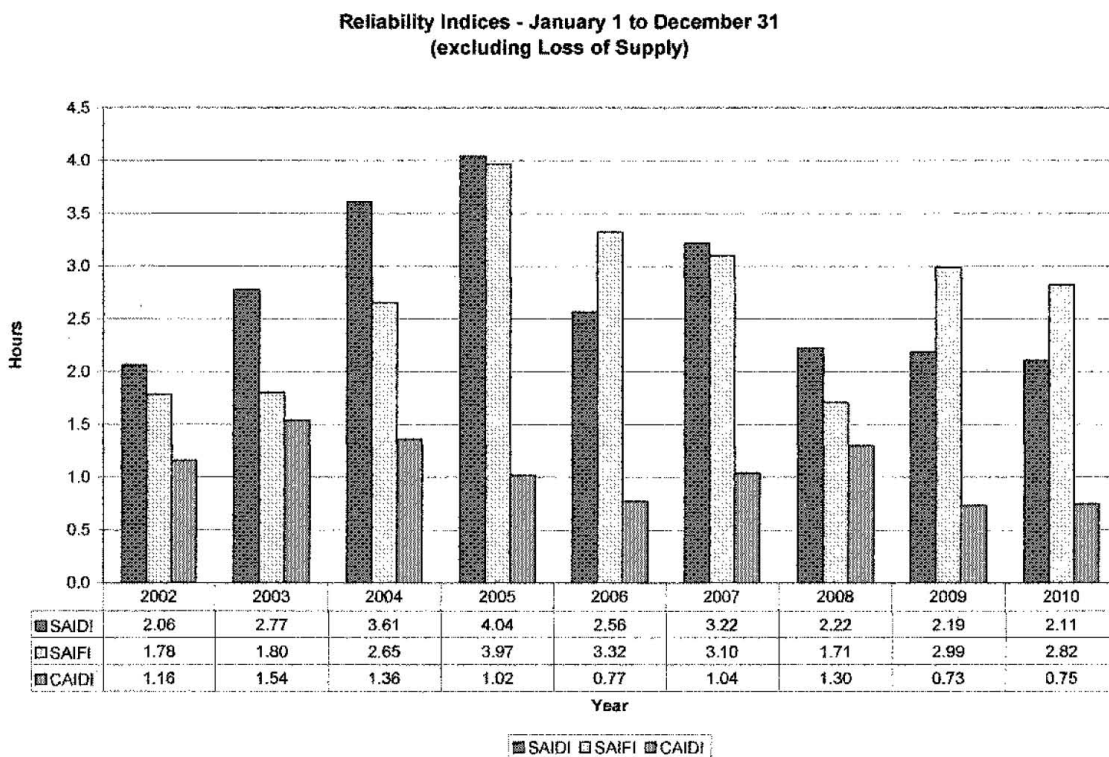


FIGURE 1 Reliability Statistics 2002-2010

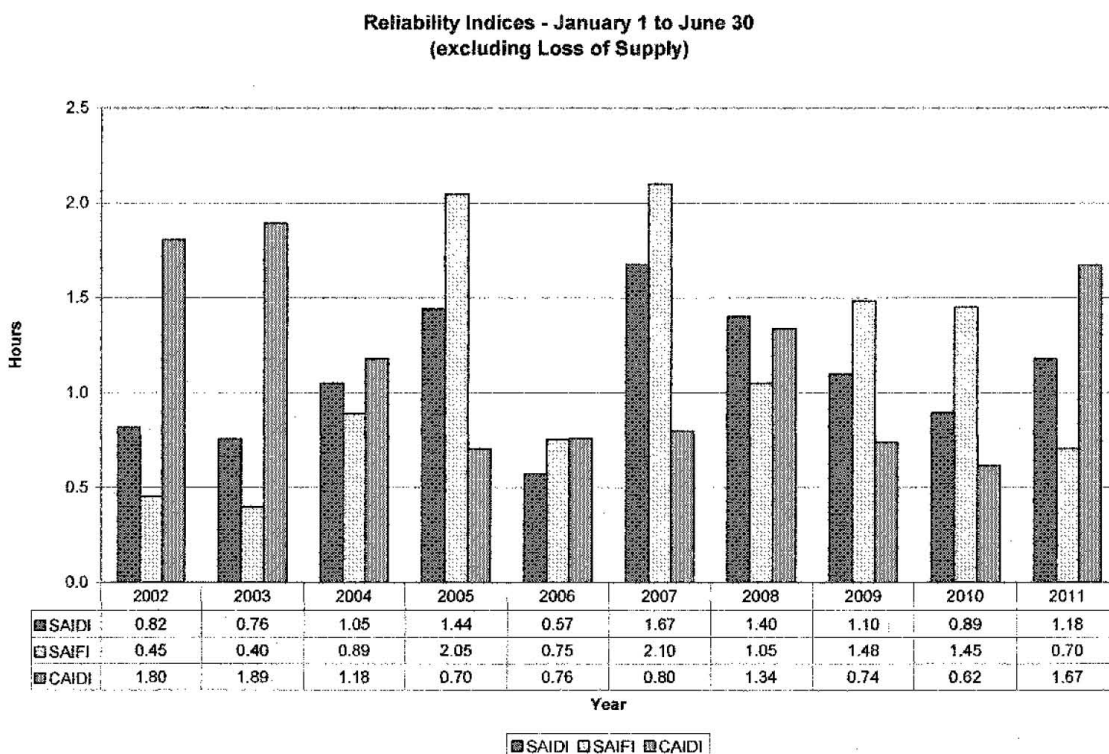


FIGURE 2 Reliability Statistics January 1 – June 30, 2011

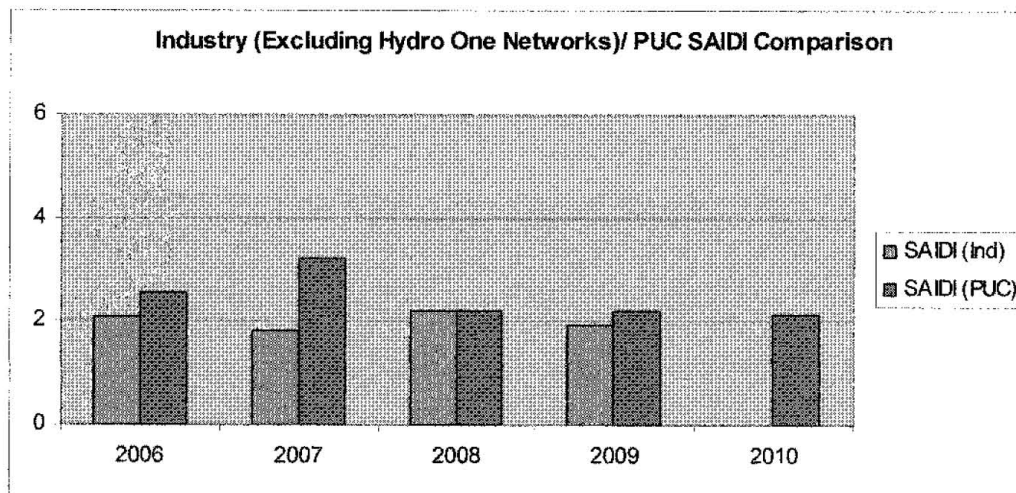
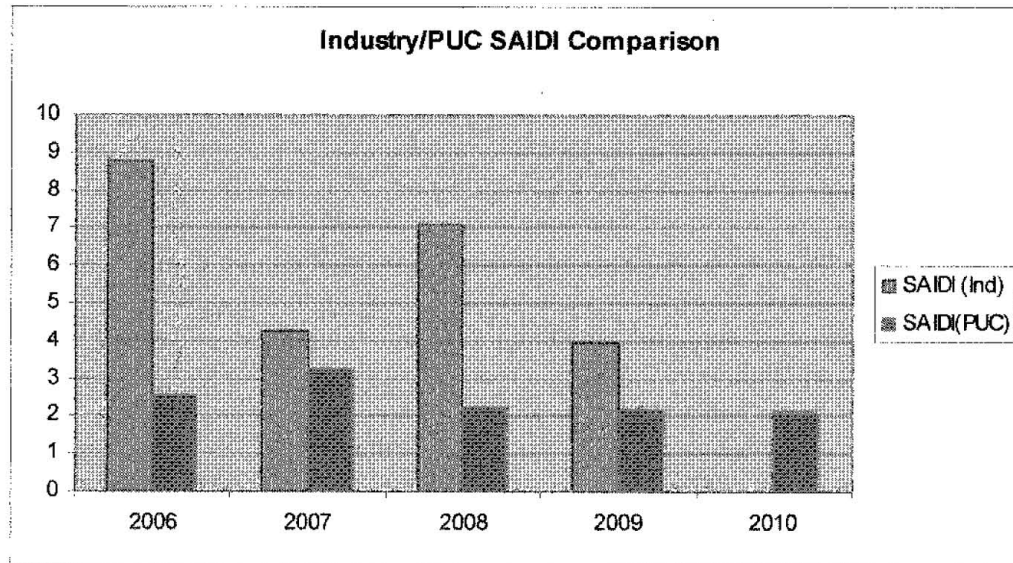


FIGURE 3 SAIDI - System Average Interruption Duration Index

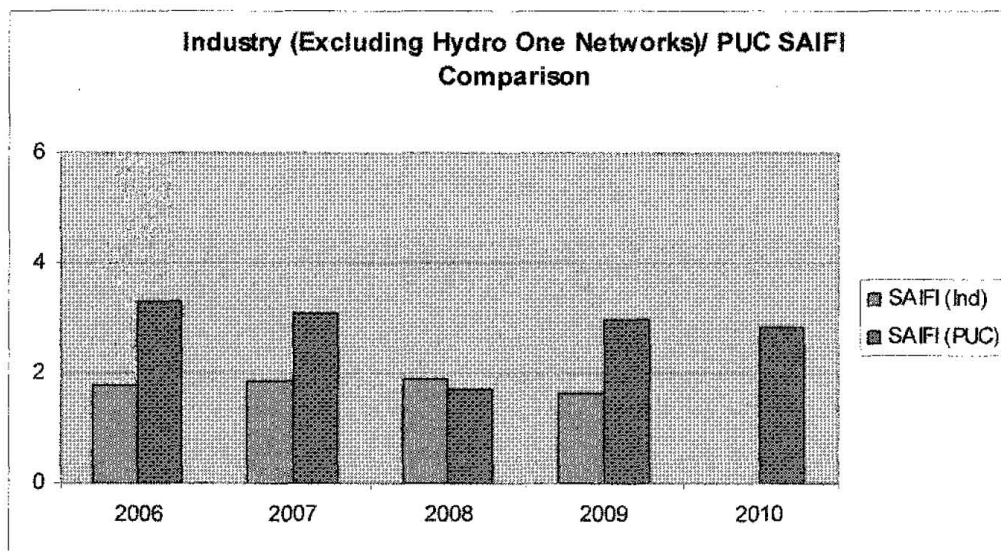
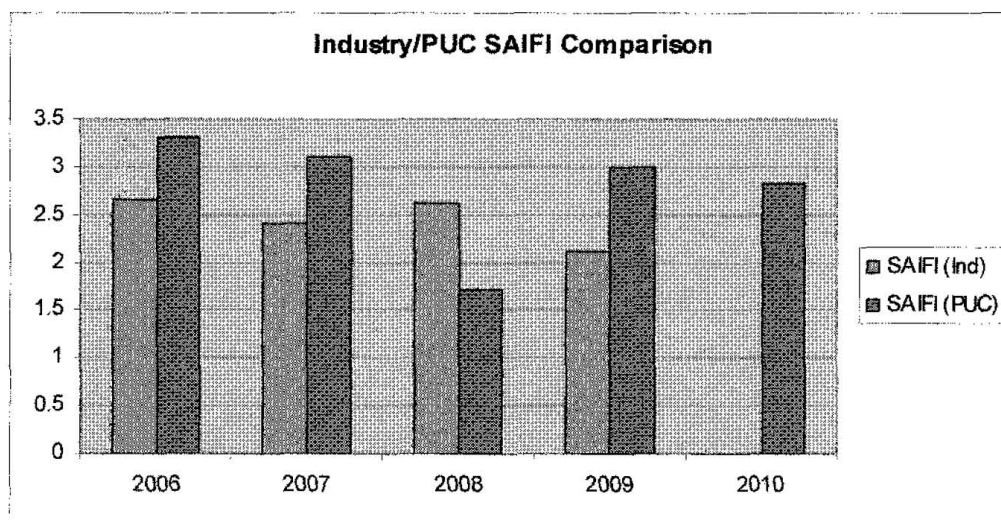


FIGURE 4 SAIFI - System Average Interruption Frequency Index

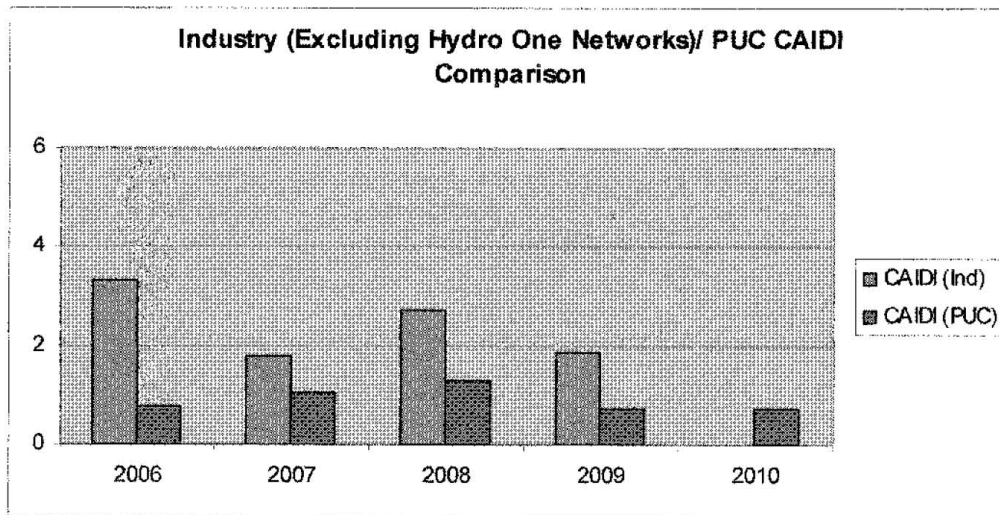
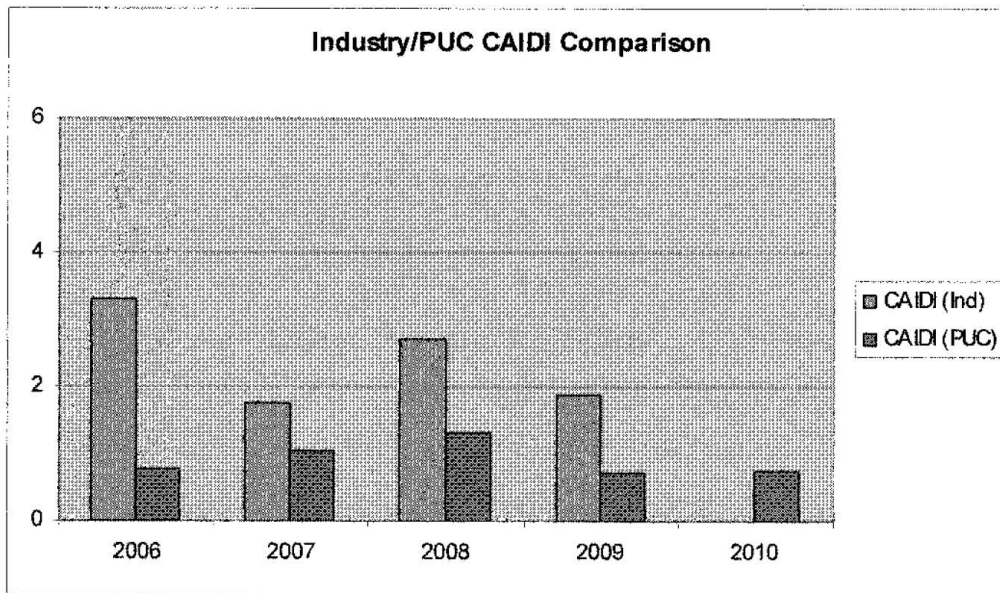
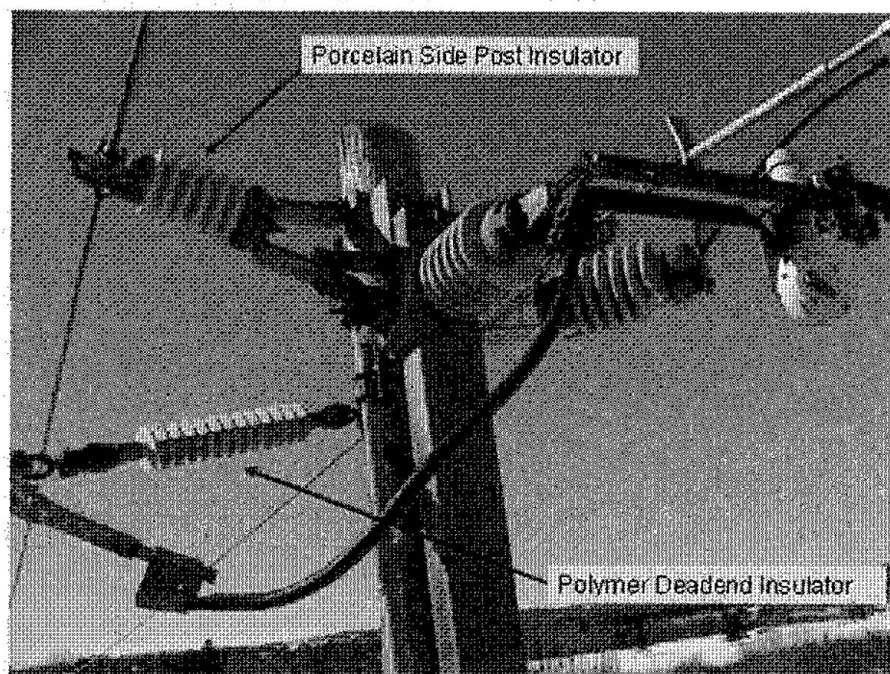


FIGURE 5 CAIDI - Customer Average Interruption Duration Index (Ratio of SAIDI to SAIFI)

PICTURE 1 – Porcelain Switch



PICTURE 2 – Porcelain Side Post Insulator



THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW NO. 2011-145**

ADMINISTRATION: (L.7.1.4.A.) A by-law to authorize payment of membership fees, registration fees and travel expenses incurred by members of the Council and employees of the Corporation while travelling on the business of the Corporation.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to Section 283 of the Municipal Act, 2001 S.O., c. 25.

1. **BY-LAW 2006-36 REPEALED**

By-law 2006-36 is hereby repealed.

2. **MEMBERSHIP BY CITY CORPORATION IN ASSOCIATIONS**

The City Corporation is hereby authorized by resolution to become a member of any union of Ontario municipalities for furthering the interests of municipalities, and of any other association authorized by The Municipal Act, and to pay the fees for such membership, make contributions to the expenses of such union or association, and subject to the following provisions in this by-law, pay the travel expenses of delegates to any meeting of it or upon its business.

3. **MEMBERSHIP IN ASSOCIATIONS**

Membership by City Councilors or employees of the Corporation in any municipal union or association or any other association for extending and improving the technical skill of such Councilor or employee in the discharge of their municipal duties is hereby authorized, and the Corporation is authorized to pay the fees for such membership or for registration of Councilors and employees enrolled in any course of instruction sponsored by such union or association and, subject to the following provisions in this by-law, the travel expenses of such Councilor and employee attending upon any meeting of such union or association or upon its business.

4. **AUTHORIZATION FOR PAYMENT**

- (1) All travel by Members of Council and employees shall require a prior authorization by resolution of Council.
- (2) Membership fees, registration fees and travel expenses provided for in Section 2 hereof, subject to the limitations hereinafter provided, shall be paid, with the prior authorization by resolution of Council; and expenses of all Members of Council and employees of the Corporation shall be authorized for payment where attendance at the destination has been approved by resolution of Council.
- (3) This section of the by-law shall not apply to travel undertaken on official City business. For the purpose of this section, official City business means meetings with Officials of the Federal government, officials of the government of the province of Ontario and meetings with other Ontario municipal officials. Meetings with officials of government bodies established by either the Federal government or the government of the province of Ontario are included as part of official City business.

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

5. TRAVEL EXPENSES OF MEMBERS OF COUNCIL AND EMPLOYEES

The Corporation shall reimburse Members of Council and employees for expenses incurred while travelling outside the municipality in their capacity as such Councillors or employees respectively as follows:

- (1) Use the most economical means of travel to the destination. In some cases it may be by air giving consideration to out of office travel time. In other cases, car is the only real alternative;
- (2) Public transportation expenses or if a personal automobile is used, a car allowance based on the rate in effect in the agreement between the City Corporation and Local 67 of The Canadian Union of Public Employees;

(3) Travel by Motor Vehicle

For travel greater than 250 km from Sault Ste. Marie by motor vehicle, the City Councilor or employee has a choice of the following options:

(a) Rental Vehicle in the City's name

The motor vehicle will be rented from the provider(s) designated by the City. The provider will be required to ensure that full insurance coverage as designated by the City will be applied to the rental vehicle. The vehicle will be no less than a mid-size car and shall be used only for travel to and from the conference with no personal use. The provider shall bill the City directly for the rental.

(b) City Councilor or Employee Rented Vehicle

A City Councilor or an employee may rent a vehicle from the designated provider(s). The City shall reimburse the City Councilor or employee at 55% of the current kilometer rate (i.e. \$0.50 x 55% - 2011) for the kilometer distance from Sault Ste. Marie to the destination and return pursuant to the Official Province of Ontario Roadmap. The City shall not be responsible for any kilometers travelled for personal use.

(c) Use of Personal Vehicle

A City Councilor or an employee may use his or her personal vehicle for travel. The City shall reimburse the City Councilor or employee at 55% of the current kilometer rate (i.e. \$0.50 x 55% - 2011) for the kilometer distance from Sault Ste. Marie to the destination and return pursuant to the Official Province of Ontario Roadmap. The City shall not be responsible for any kilometers travelled for personal use.

(d) Use Engineering Department vehicle if available.

An employee may use an Engineering Department vehicle if available. Travel from the City to destination and return only. No personal use.

- (4) Ground Transportation expenses actually incurred;
- (5) Hotel expenses actually incurred. For the purposes of this by-law "hotel" means an establishment that provides sleeping accommodation for the public and, in the case of a hotel located in

Ontario, is licensed under the Tourism Act or The Liquor Licence Act;

- (6) Convention and other registration fees actually incurred;
- (7) Meals and miscellaneous expenses will be claimed at the following rates:
 - (i) Breakfast \$13.00
 - (ii) Lunch \$18.50
 - (iii) Dinner \$28.25
 - (iv) Incidental costs \$12.00
 - (v) Meal expenses are to be claimed only if a meal is not provided at the function being attended by the City Councilor or employee.
 - (vi) for travel in the United States, the rates listed in (i) through (iv) will be paid in U.S. funds.
 - (vii) for travel in any foreign Country (other than the United States) the per diem shall be per diem as provided by the Treasury Board of Canada.
 - (viii) The amounts set out in this section 4 shall be increased annually by an amount equal to the annual increase in the Consumer Price Index for the immediately preceding year.
- (8) All single expenditures for public transportation, ground transportation, hotels and convention registration fees in excess of \$10.00 for which a member seeks reimbursement shall be accompanied by a receipt;

Accommodation with Friends or Relatives

- (9) City Councilors or employees may arrange to stay with friends or relatives instead of using hotel/motel accommodations. Private residence accommodations will be reimbursed at a rate not to exceed \$43.50 for the initial night and \$27.25 for each additional night's accommodation. These amounts are provided in lieu of accommodation charges. Receipts are required for these amounts, which recognize a contribution of food or a gift of hospitality. In the event that a receipt cannot be provided (i.e. cash payment given in lieu of a gift), a declaration of payment must be submitted showing the name of the payee, the address and the amount paid for a maximum of \$43.50 for the initial night and \$27.25 for each additional night.

For international travel, City Councilors or employees staying with friends or relatives will be reimbursed at a rate not to exceed one day's per diem for the initial night and one half day's per diem for each additional night's accommodation. Receipts or a declaration of payment is also required for these amounts, which recognize a contribution of food or a gift of hospitality. Please note that for international travel, the per diem is based on the Treasury Board of Canada's listing "Daily Meal Rates at Locations Abroad".

- (10) All City Councilors or employees may be reimbursed for one personal telephone call of up to 10 minutes each day of an overnight trip. If there are extenuating circumstances, the traveler shall be allowed a reasonable expenditure given the specific circumstances;
- (11) To accommodate disabilities, physical limitations and fatigue for non-stop flights exceeding four hours in duration, City Councilors or employees shall be permitted to travel in business class and the Corporation will re-imburse the City Councilor or employee on that basis.

Travel Amounts

- (12) The following provisions shall apply to travel by City Councilors or employees:
 - (1) Starting in 2011 the maximum amount allotted to the Mayor for travel shall be \$24,780 for attendance at conferences, conventions, seminars, Association meetings or meeting relating to City business. In addition, the Mayor is allotted \$2,000 for receptions;
 - (2) Starting in 2011 the maximum amount allotted for each Councillor travel shall be \$2,581.25 for attendance at conferences and conventions;
 - (3) In addition to the amount set out in subsection 2 of this section, the sum of \$1,550 shall be provided in 2011 to permit a Councillor who is a member of the executive of the Association of Municipalities of Ontario to attend Association executive or business meetings and \$1,550 to permit a Councillor who is a Member of the executive of the Federation of Northern Ontario Municipalities to attend executive or business meetings;
 - (4) In addition to the amounts set out in subsections 2 and 3 of this section, a total additional amount of \$7,220 shall be provided to Councillors to undertake international travel;
 - (5) The amounts set out in this by-law shall be reviewed annually by Council;
 - (6) The Commissioner of Finance and Treasurer shall be responsible for approving travel expense reports submitted by the City Councilor or employee but only if the travel expense reports comply with the provisions of this by-law;
 - (7) The amounts set out in this section shall be increased annually by an amount equal to the annual increase in the Consumer Price Index for the immediately preceding year.

Statements of Objectives and Travel Report

- (8) As soon as conveniently possible after the return of the the City Councilor from a conference, convention or meeting for which travel funds were paid pursuant to this by-law, the member shall submit to Council a report on the conference, convention or meeting;
- (9) As part of the travel request, the City Councilor seeking permission to travel shall provide a clear and concise

statement of the objective of the travel and the benefits that would come to the corporation as a result thereof. On returning from the travel, the Member of Council or employee shall file a report as part of the expense Claim Form describing the benefits of the travel and a statement of whether or not the objectives of the travel were met. A copy of the City Councilor expense report Claim Form will be filed with the City Clerk;

6. **SHARED PRIVATE TRANSPORTATION**

If two or more City Councilors, Members of a Committee of Council, or employees of the Corporation travel in one private automobile to a meeting, conference or convention, the owner of the automobile is entitled to charge the kilometer rate then applicable for such trip.

7. **COMMITTEES OF COUNCIL**

- (1) This by-law shall apply to all members of all Committees of Council and authorization for travel and for payment of the expenses of such members shall be made by resolution of Council.
- (2) Despite the fact that a person may be a member of one or more of the Committees of Council as well as a Member of Council, that person's allowance shall not exceed the sums set out in this section.

8. **SCHEDULES**

- (1) Attached to this by-law are the following schedules:
 - (i) Schedule "A" Travel Expense Claim Form - Elected Officials and Board Members;
 - (ii) Schedule "B" Travel Expense Claim Form - Foreign Travel - Elected Officials and Board Members;
 - (iii) Schedule "C" Travel Expense Claim Form for Employees;
 - (iv) Schedule "D" Travel Expense Claim Form - Foreign Travel - Employees.
- (2) Prior to any further approval being authorized for a Member of Council or employee of the Corporation, the Member of Council or employee, as the case may be, must have completed and submitted to the Finance Department the appropriate Schedule from subsection 8(1) for any previous travel undertaken by the Member of Council or employee.

9. **EXCEPTIONAL CIRCUMSTANCES**

- (1) Council may, by resolution, depart from the provisions of this by-law to meet an isolated exceptional or unusual circumstance. In the event that it is necessary for a Member of Council to undertake travel pursuant to this by-law at a time when no meeting of Council is scheduled prior to the date of travel, the Mayor may grant the approval necessary under this by-law. However at the first meeting after the completion of the travel, Council shall be advised of the travel undertaken by the Member of Council.

- (2) In the event that it is necessary for an officer or employee of the corporation to undertake travel pursuant to this by-law at a time when no meeting of Council is scheduled prior to the date of travel, the Chief Administrative Officer may grant the approval necessary under this by-law. However, at the first meeting after the completion of the travel, Council shall be advised of the travel undertaken by the officer or employee.

10. **DIRECTION TO COMMISSIONER OF FINANCE/TREASURER**

The Commissioner of Finance/Treasurer may not approve the payment of any expenses incurred by any Member of Council, Committee of Council or employees unless such expenses are in accordance with this by-law.

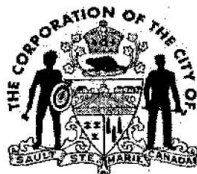
11. **EFFECTIVE DATE**

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

PASSED in Open Council this 15th day of August, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE



The Corporation of the City of Sault Ste. Marie
Travel Expense Claim Form
Elected Officials and Board Members

*** (Please fill out the Travel Report on the back of this form.)**

Name _____ Date Submitted _____
 Name of Function _____ Position _____
 Date of Function – from _____ to _____ Place of Function _____

	Canadian Dollars	Corporate Visa
Transportation – Air ☐ (attach receipts)	_____	_____
– Car _____ km. @ .50 per km. for destination 250 km. or less	_____	_____
– Car _____ km. @ 27.50 per km. for destination greater than 250 km.	_____	_____
– Gas ☐ (attach receipts)	_____	_____
Ground Transportation – Taxis, Airport Bus, Bridge Tolls, etc. (attach receipts)	_____	_____
Lodging – Hotel / Motel Room (attach receipts)	_____	_____
Registration Fees (attach receipts)	_____	_____
Per Diem – Meal Allowance		
Breakfast ____ @ \$13.00 Lunch ____ @ \$18.50 Dinner ____ @ \$28.25	_____	_____
Note: Meal Expenses to be claimed only if meal is <u>not</u> provided at function.		
Per Diem – Incidentals _____ days @ \$12.00 per day	_____	_____
Car Rental Invoiced to City \$	_____	_____

Are any of these expenses eligible for payment to you by an outside Association/Agency?

Yes ☐ No ☐

TOTAL

Advances _____
 Amount Due to City _____
 Amount Due to Official _____

Charge to Account No. _____

Certified Correct by Mayor/Councillor or Board Member (Signature) _____

Approved – Commissioner of Finance & Treasurer _____

For Finance Department's Use Only

Date Received _____

Checked By _____

Pre HST _____

GST _____

PVAT _____

Total Claim _____

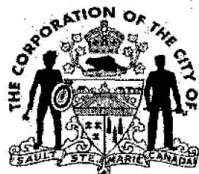
*** This claim is to be submitted to the Commissioner of Finance and Treasurer within 10 days of return.**

Expense Claim Form

Travel Report

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

To be submitted to the Commissioner of Finance and Treasurer



The Corporation of the City of Sault Ste. Marie
Travel Expense Claim Form
Elected Officials and Board Members

10(0)
**Foreign
Travel**

*(Please fill out the Travel Report on the back of this form.)

Name _____ Date Submitted _____
Name of Function _____ Position _____
Date of Function - from _____ to _____ Place of Function _____

	Canadian Dollars	Corporate Visa
Transportation - Air ☐ (attach receipts)	_____	_____
- Car _____ km. @ .50 per km. for destination 250 km. or less	_____	_____
- Car _____ km. @ 27.50 per km. for destination greater than 250 km.	_____	_____
- Gas ☐ (attach receipts)	_____	_____
Ground Transportation - Taxis, Airport Bus, Bridge Tolls, etc. (attach receipts)	_____	_____
Lodging - Hotel / Motel Room (attach receipts)	_____	_____
Registration Fees (attach receipts)	_____	_____
Per Diem - Meal Allowance		
Breakfast ____ @ \$13.00 Lunch ____ @ \$18.50 Dinner ____ @ \$28.25	_____	_____
Note: Meal Expenses to be claimed only if meal is <u>not</u> provided at function.		
Per Diem - Incidentals _____ days @ \$12.00 per day	_____	_____
Car Rental Invoiced to City \$	_____	_____

Are any of these expenses eligible for payment to you by an outside Association/Agency?

Yes ☐ No ☐

TOTAL

Advances

Amount Due to City

Amount Due to Official

Charge to Account No. _____

Certified Correct by Mayor/Councillor or Board Member (Signature) _____

Approved - Commissioner of Finance & Treasurer _____

For Finance Department's Use Only

Date Received _____

Checked By _____

Pre HST

GST

PVAT

Total Claim

*** This claim is to be submitted to the Commissioner of Finance and Treasurer within 10 days of return.**

To be submitted to the Commissioner of Finance and Treasurer

**Travel Expense Claim Form****Employees**

10(a)

* (Please fill out the Travel Report on the back of this form.)

Name _____ Date Submitted _____
Name of Function _____ Department _____
Date of Function – from _____ to _____ Place of Function _____

	Canadian Dollars	Corporate Visa
Transportation – Air ☐ (attach receipts)	_____	_____
– Car _____ km. @ .50 per km. for destination 250 km. or less	_____	_____
– Car _____ km. @ 27.50 per km. for destination greater than 250 km.	_____	_____
– Gas ☐ (attach receipts)	_____	_____

Ground Transportation – Taxis, Airport Bus, Bridge Tolls, etc. (attach receipts) _____

Lodging – Hotel / Motel Room (attach receipts) _____

Registration Fees (attach receipts) _____

Per Diem – Meal Allowance

Breakfast ____ @ \$13.00 Lunch ____ @ \$18.50 Dinner ____ @ \$28.25

Note: Meal Expenses to be claimed only if meal is not provided at function.

Per Diem – Incidentals _____ days @ \$12.00 per day _____

Car Rental Invoiced to City \$

Are any of these expenses eligible for payment to you by an outside Association/Agency?

Yes ☐ No ☐

TOTAL

Advances _____

Amount Due to City _____

Amount Due to Employee _____

Charge to Account No. _____

Certified Correct by Employee (Signature) _____

Approved – Department Head _____

For Finance Department's Use Only

Date Received _____

Checked By _____

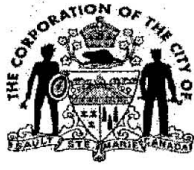
Pre HST _____

GST _____

PVAT _____

Total Claim _____

*** This claim is to be submitted to the Commissioner of Finance and Treasurer within 10 days of return.**



The Corporation of the City of Sault Ste. Marie

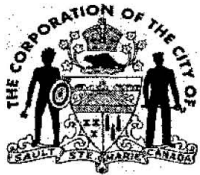
Expense Claim Form

Travel Report

Please provide a description of the benefits obtained from the travel, as well as a statement of whether or not the objectives of the travel were met:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

To be submitted to the Commissioner of Finance and Treasurer



Schedule D
The Corporation of the City of Sault Ste. Marie
Travel Expense Claim Form
Employees

15(9)
**Foreign
Travel**

*(Please fill out the Travel Report on the back of this form.)

Name _____ Date Submitted _____
Name of Function _____ Department _____
Date of Function - from _____ to _____ Place of Function _____

	Canadian Dollars	Corporate Visa
Transportation - Air ☐ (attach receipts)	_____	_____
- Car _____ km. @ .50 per km. for destination 250 km. or less	_____	_____
- Car _____ km. @ 27.50 per km. for destination greater than 250 km.	_____	_____
- Gas ☐ (attach receipts)	_____	_____
Ground Transportation - Taxis, Airport Bus, Bridge Tolls, etc. (attach receipts)	_____	_____
Lodging - Hotel / Motel Room (attach receipts)	_____	_____
Registration Fees (attach receipts)	_____	_____
Per Diem - Meal Allowance Breakfast ____ @ \$13.00 Lunch ____ @ \$18.50 Dinner ____ @ \$28.25	_____	_____
Note: Meal Expenses to be claimed only if meal is <u>not</u> provided at function.		
Per Diem - Incidentals _____ days @ \$12.00 per day	_____	_____
Car Rental Invoiced to City \$	_____	_____
Are any of these expenses eligible for payment to you by an outside Association/Agency? Yes ☐ No ☐	TOTAL _____	_____
	Advances _____	_____
	Amount Due to City _____	_____
	Amount Due to Employee _____	_____
Charge to Account No. _____		

Certified Correct by Employee (Signature) _____

Approved - Department Head _____

For Finance Department's Use Only

Date Received _____

Checked By _____

Pre HST _____

GST _____

PVAT _____

Total Claim _____

*** This claim is to be submitted to the Commissioner of Finance and Treasurer within 10 days of return.**

To be submitted to the Commissioner of Finance and Treasurer

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-153

AGREEMENT: (S.4.1) A by-law to authorize the execution of an agreement between the City and Bay Consulting to conduct a Newcomer Welcome Centre Concept and Feasibility Study for 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 City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" attached hereto dated the 15th day of August, 2011 and made between the City and Bay Consulting to conduct a Newcomer Welcome Centre Concept and Feasibility Study for Sault Ste. Marie.

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.

PASSED in open Council this 15th day of August, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

staff/by-laws/by-law2011-153/cf

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

AGREEMENT

AGREEMENT made in duplicate this 15th day of August, 2011

BETWEEN: The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

hereinafter referred to as the "Client"

and Bay Consulting (1575198 Ontario Inc.)
601 Tackaberry Drive
North Bay, Ontario
P1B 9L2

hereinafter referred to as the "Consultant"

WHEREAS the Client has requested the Consultant to perform the services set out in Article II hereof in connection with the Project (as hereinafter defined) and the Consultant has agreed to perform such services on and subject to the terms and conditions of this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual promises hereinafter contained, the Client and the Consultant agree as follows:

Article I - DEFINITIONS:

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified unless the context otherwise specifies or requires:

(a) Project shall mean:

"Newcomer Welcome Centre Concept and Feasibility Study"

Article II - CONSULTING SERVICES:

The Consultant shall perform the services in connection with this Project as set out in the scope of services proposal received by the City of Sault Ste. Marie on August 5th 2011 and outlined in Appendix 'A' attached.

Article III - FEE BASIS:

The total fee for the Project shall be \$29,366 including all disbursements and HST.

Article IV - EXPENSES AND DISBURSEMENTS:

The Consultant shall be reimbursed for all expenses properly incurred in connection with the Project, at cost, including HST. These shall include, without limitation, items such as travel, lodging, printing, courier and long distance telephone charges.

Article V - PAYMENT OF FEES AND EXPENSES:

Payment of fees and expenses for services performed by the Consultant shall be made within 30 days of the invoice being received by the Client. Billing will be the following basis:

- (a) 25% upon contract approval
- (b) 50% upon completion of Substantive Plan
- (c) 25% upon completion of Final Report

Article VI - GENERAL TERMS AND CONDITIONS**1. Co-operation**

- (a) The Client shall give due consideration to all drawings, reports, proposals, advice and other information provided by the Consultant, and shall make any decision which is required within a reasonable time so as not to delay the work of the Consultant.
- (b) The Client shall, at the request of the Consultant, provide the Consultant with all information documents and background reports relating thereto, necessary to carryout the assignment except insofar as the Consultant is expressly required to furnish the same under the terms thereof.

2. Fee for Additional and Special Services

Fees for Additional Work or Special Services provided by the consultant hereunder, if any, shall be arranged for under separate contract.

3. Compensation for Extra Work and Disbursements

If it shall become necessary for the Consultant to undertake any additional work, beyond those required and covered under this contract and as set out in Appendix A, the Client shall pay to the Consultant a fee for such charges or extra work calculated on a time basis, provided that prior to the commencement of such charges or extra work, the Consultant shall notify the Client in writing of this intention to carry out such extra work and that the Consultant shall keep separate cost records in respect to such charges or extra work and provided that prior to the commencement of such changes or extra work, written approval of the Client is obtained. The Consultant shall also be compensated for any travel expenses beyond those contemplated in this contract and as set out in Appendix A, provided that prior written approval of such expenses has been given by the Client.

4. Abandonment or Suspension

If the Project or any part thereof is abandoned at any stage prior to completion, at the request of the Client, or if any stage of the Consultant's work is unduly delayed for reasons beyond their control, the Client shall pay to the Consultant a fee for his completed services from the inception of the work calculated on the basis of the detailed budget provided by the Consultant dated August 15th 2011.

5. Ownership of Documents

Upon early termination of this agreement and settlement of accounts, or upon completion of the consultant's obligations under this agreement, all information, data, material sketches, plans and documents assembled or prepared by the consultant or its employees, whether in paper or computer format or otherwise for the purpose of this agreement shall thereupon become the sole property of the Client.

6. Limits of Liability

In undertaking this work, Bay Consulting is released, indemnified and is held harmless by the City of Sault Ste. Marie and its partners in this assignment, from any and all claims, liabilities, costs and expenses arising out of or based upon:

- (a) any misstatement or omission in any material, information or representation supplied or approved by the City of Sault Ste. Marie or its partners; or
- (b) any other matter related to or arising out of this agreement, except to the extent finally determined to have resulted from the negligence, willful misconduct or fraudulent behaviour of Bay Consulting.

In no event shall Bay Consulting be liable to the City of Sault Ste. Marie or its partners whether the claim be in tort, contract or otherwise, for an amount in excess of the professional fees paid by the City of Sault Ste. Marie for this engagement to Bay Consulting during the period commencing from the date of the offer of services, to the terms and conditions of this engagement.

7. Arbitration

- (a) All matters in difference between the parties hereto in relation to this Agreement may be referred to arbitration under the laws of the project location.
- (b) No person shall be appointed or act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator shall be final and binding upon the parties.

8. Assignment

- (a) If a party to this Agreement who is an individual should desire to bring in a partner or partners, or if a party which is a partnership should desire to bring in a new partner or partners to share the benefit and burden to this Agreement, he or it may do so, but shall promptly notify the other party of such action and obtain his/her approval in writing before continuing work under this contract.
- (b) Except as aforesaid neither party shall assign this Agreement without the consent in writing of the other.

9. Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without approval in writing of the Client.

Article VII - DATE OF COMING INTO FORCE

This Agreement shall be deemed to have come into force on August 15th 2011.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above appearing.

CLIENT:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR

CITY CLERK

DATE

CONSULTANT:

BAY CONSULTING (1575198 ONTARIO INC.)

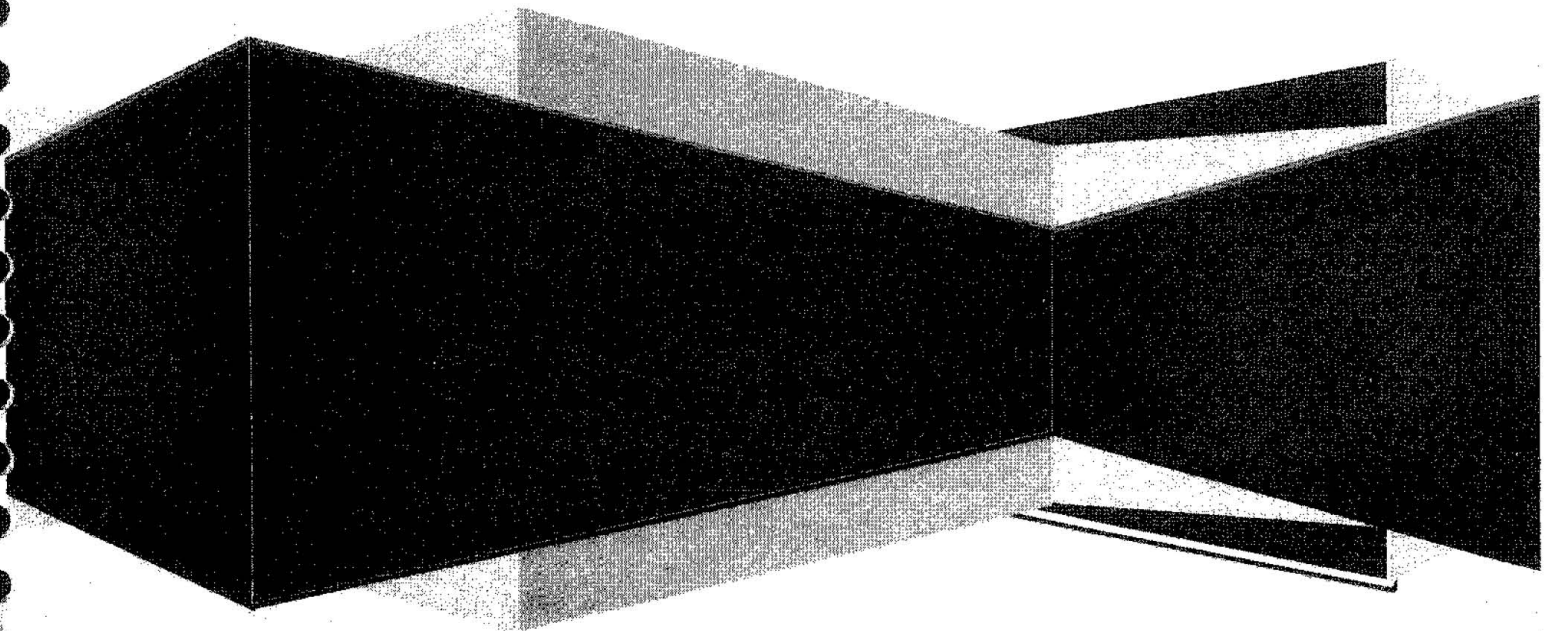
DATE

**Response to Request for Proposals
For Consulting Services
Newcomer Welcome Centre
Concept and Feasibility Study**

BAY CONSULTING



North Bay, ON



Bay Consulting (1575198 Ontario Inc.) is pleased to respond to the Corporation of the City of Sault Ste. Marie's Request for Proposals for consulting services regarding a Newcomer Welcome Centre Concept and Feasibility Study.

The company's principal, Don Curry, created the North Bay & District Multicultural Centre and the Timmins & District Multicultural Centre immigrant settlement services, and has provided guidance for fledgling ventures in Muskoka and Pembroke. He serves as Executive Director of both the North Bay & District Multicultural Centre and the Timmins & District Multicultural Centre. Recent immigration consulting contracts with his business, Bay Consulting, include the cities of North Bay and Timmins.

Bay Consulting was incorporated in 2003. Mr. Curry brings on associates only when he does not have the specific expertise required. In this case Mr. Curry, if Bay Consulting is retained, will do all the work himself.

Mr. Curry is familiar with the evolution of immigrant settlement services in Sault Ste. Marie and has provided some assistance along the way to the Sault Career Centre. He has working relationships with both Karol Rains and Duane Moleni. He has also had discussions with Danny Krmpotich since the Local Immigration Partnership was formed in Sault Ste. Marie, so he is aware of some of the history.

Project requirements and objectives

From reading the Request for Proposals document from the City of Sault Ste. Marie, it is understood that consulting services are required to thoroughly explore the feasibility of a welcome centre for newcomers to Sault Ste. Marie and provide a plan for its sustainability.

After considerable discussion with possible partners and comparisons to existing models, a plan will be created that demonstrates the level of local support, provides a vision, mission and objectives, demonstrates its financial viability and benefits to the community, identifies the best location from up to five possibilities, provides a governance model, identifies funding sources, provides a budget for the first three years of operation and an implementation plan

Mr. Curry has completed very similar exercises in both North Bay and Timmins, resulting in the North Bay & District Multicultural Centre and the Timmins & District Multicultural Centre.

The term "Welcome Centre" may be problematic when seeking funding, because Citizenship and Immigration Canada funds only five welcome centres in Ontario and they are all in York Region, where there is an extremely high concentration of immigrants. The term "Multicultural Centre" may be more appropriate. That can be determined during the project dialogue with the project steering committee and others.

1010)

The RFP states "The Newcomer Welcome Centre envisioned would act as a hub of information, service and social development, and one that would strive to be a centre for accessible information and community building for all newcomers. "

This is a good description of a multicultural centre so naming and branding will be important. Existing facilities at New to the Sault and the Sault Career Centre will have to be examined to see if they meet the identified requirements. They already have a funding relationship with Citizenship and Immigration Canada so possible expansion of their services is a logical avenue to explore.

Mr. Curry has accumulated sufficient vacation time from his executive director responsibilities to complete this project in the time line outlined in the RFP.

Proposed Approach and Methodology

Bay Consulting will begin the project with no preconceived outcomes. The first trip to Sault Ste. Marie will be to develop a thorough understanding of the work completed to date and the views of the project steering committee members and other possible partners. This understanding will be acquired through one-on-one interviews with detailed questions prepared beforehand. The Sault Ste. Marie Local Immigration Partnership's community immigration strategy document, Creating a Welcoming Community, has already been reviewed and contains considerable information.

The consultant is obviously already very familiar with comparable entities in North Bay and Timmins. He has visited the Thunder Bay Multicultural Association offices numerous times and is aware of the difficulties with its governance model. The consultant is familiar with governance and operational difficulties in a Sudbury settlement agency and knows how to avoid them. Other cities in Ontario will be examined as well.

Interviews will be held with each member of the project steering team and others, including Karol Rains of the Sault Career Centre, MP Tony Martin's office, Algoma Multicultural Association, Citizenship and Immigration Canada, Ministry of Citizenship and Immigration, Unity and Diversity Sault Ste. Marie and others identified by the project steering committee members.

After these interviews are completed in one or two trips to Sault Ste. Marie, further research will be conducted online and by telephone and email to acquire comparable information from other cities.

Upon analysis of the information gathered in the interviews and subsequently, a proposed skeleton action plan for direction and completion of the project will be developed. This plan will be presented to the project steering committee to solicit feedback and discuss any possible changes in direction.

Input from the project steering committee will be incorporated into a second, more substantive draft plan, for review again by the steering committee. The second draft will include fully developed sections

The development of innovative programs to accelerate the integration of newcomers was also part of the rationale for the award. Examples include the Employers' Council and the Connector program, which matches newcomers with local residents who share professional or personal interests.

Mr. Curry, as well as co-chairing NNN and sitting on its executive, welcoming, settlement and employers' council committees, is a member of the provincial governing council of the Welcoming Communities Initiative (WCI.) WCI's membership includes researchers from every Ontario university outside the GTA, including Algoma, plus representatives from settlement agencies.

Mr. Curry served as one of the lead organizers of a successful WCI conference in North Bay March 1 and 2 of this year, attended by almost 100 people, including several from Sault Ste. Marie. He is in regular contact with the WCI leadership.

Bay Consulting completed a research project for the City of North Bay that led to the creation of the North Bay immigration portal at www.northbayimmigration.ca. This project was through the Mayor's Office of Economic Development and the lead for the department was Marla Tremblay (marla.tremblay@cityofnorthbay.ca).

Mr. Curry has worked on several projects in Sault Ste. Marie. One involved a 2005 study of racism in Sault Ste. Marie, North Bay and Timmins. A 24-page insert was produced for the Sault Star containing stories of people interviewed for the project. Project reports can be found at www.debwewin.ca. The study found what racism there was at that time was directed mainly toward aboriginal people, and there was very little difference among the three cities.

Another project involved the Unity and Diversity organization in Sault Ste. Marie and a third was a partnership project among Garden River First Nation, Batchewana First Nation and the Indian Friendship Centre.

Bay Consulting has also completed projects for the municipalities of West Nipissing, Mattawa, Field and Haliburton. Other projects involve governance models and sourcing of funds for smaller nonprofit corporations.

Since January of 2008 Mr. Curry has worked full-time on immigration issues in Northern Ontario. He knows the north very well, having lived in North Bay for 33 years plus almost five years in New Liskeard and Kirkland Lake. He has been to Sault Ste. Marie many times.

Proposed Work Plan

Week 1--Week of August 22

In Sault Ste. Marie to meet with and interview members of the project steering team and others, including Karol Rains of the Sault Career Centre, MP Tony Martin's office, Algoma Multicultural



Association, Unity and Diversity Sault Ste. Marie and others identified by the project steering committee members.

Weeks 2 - 4

Analyze information gathered in Sault Ste. Marie interviews. Conduct further research online, by email and telephone. Prepare a preliminary report to discuss with steering committee members in Sault Ste. Marie possibly the week of September 19 (Week 5.)

Weeks 6 and 7

Incorporate feedback from steering committee members and information from further research to develop a substantive plan for moving forward that captures all the elements required in the RFP.

Week 8 (Week of October 10)

Meet with steering committee in Sault Ste. Marie to review substantive plan and obtain feedback.

Weeks 9 until completion before or by week 13 (November 10)

Complete revisions with additional dialogue with steering committee members and new research. Complete final report for review before printing. Design, print and deliver final printed and digital copies.

Bay Consulting Staff Assigned to Project

Mr. Curry will complete this project himself, with no outsourcing to associates.

He has an M.A. degree in education, B.A. degree in sociology and has served as Executive Director of four nonprofit organizations he started—The North Bay & District Multicultural Centre, Young People's Press, Canadian Ecology Centre, and Canadian Centre for Social Justice. Creation of the Canadian Ecology Centre involved a multi-million dollar building program and extensive consultation with government and private sector funders.

His experience creating and operating these nonprofit organizations provided a wealth of experience in designing the concept, studying the viability and location, creating governance models and making them work, working with funders, creating budgets and implementing programs.

Mr. Curry served on the board of directors of the North Bay General Hospital from 2007 to 2011 and much of this work involved the launch of the new North Bay Regional Health Centre. He chaired the public relations and alternate level of care committees, and served on the site divestment committee, quality of care committee and the hospital foundation board as a cross-appointment. He attended three days of training for board members on governance issues.



Mr. Curry was also the founding chair of the North Bay General Hospital Foundation Board of Directors in 2000 and served in that capacity until 2006. He served on the campaign cabinet that was responsible for raising more than \$18 million toward the North Bay Regional Health Centre project.

He is co-chair of the North Bay Local Immigration Partnership project and sits on the Governing Council of the Welcoming Communities Initiative. He writes all the funding proposals for the North Bay & District Multicultural Centre and Timmins & District Multicultural Centre and most of them for the North Bay Newcomer Network. He serves as secretary to the board of directors of the North Bay & District Multicultural Centre and sets agendas in consultation with the board chair.

He worked 14 years at Canadore College in North Bay, as coordinator of the print and broadcast journalism programs and as director of public affairs. Prior to that he was a newspaper editor and reporter in New Liskeard, Peterborough, Kirkland Lake, Ottawa and Vancouver.

His Bay Consulting rate is \$150 per hour.

Value Added

After the successful conclusion of this project Mr. Curry will provide email and telephone consulting advice to the City of Sault Ste. Marie and its partners for a period of 12 months at no charge. If attendance in Sault Ste. Marie is required regular consulting and travel rates will apply.

Proposed Budget

Three trips to Sault Ste. Marie from North Bay 3,000ks@.55	1650
If more than three trips are required Bay Consulting will absorb the cost	
Six nights hotel including taxes @\$180	1080
Twelve days of meals @\$45	540
Nine days in Sault Ste. Marie @\$1200	10,800
Ten days research, analysis, writing, editing @\$1200	12,000
Report design, printing, CDs, delivery	350
HST on consulting fees (GST #88599 5407 RT0001)	<u>2,946</u>
TOTAL	\$29,366



10(b)

Payment Terms

Bay Consulting proposes that half the total amount of \$29,366 be paid upon delivery of the substantive draft plan, and the remainder upon delivery of the final project deliverables. Other options proposed by the City of Sault Ste. Marie are acceptable.

Contact Information



Don Curry
President
Bay Consulting
601 Tackaberry Drive
North Bay, ON P1B 9L2
Telephone: 705-475-6396 (Blackberry)
Fax: 705-495-6747
Email: doncurry@ontera.net



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-154

AGREEMENT: (E.1.1.) A by-law to authorize the execution of an agreement between the City and Ceridian Canada Ltd. for a Service Agreement for the new Employee Assistance Program (E.A.P.).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Commissioner of Human Resources is 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" attached hereto and made between the City and Ceridian Canada Ltd. for a Service Agreement for the new Employee Assistance Program (E.A.P.).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

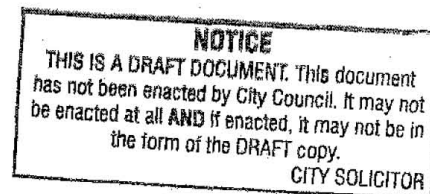
This by-law takes effect on the day of its final passing.

PASSED in open Council this 15th day of August, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

staff/by-laws/by-law2011-154/cf





Ceridian Canada Ltd.
("Ceridian")

Schedule A

SERVICE AGREEMENT

FOR INTERNAL USE ONLY
Client ID No.: CX-16295
Client Agreement No. 103914

89256107
1.1 (Mar24-06) (20060116)

Client Information			
Client Name Corporation of The City of Sault Ste. Marie (the "Client")		Current # of Employees Covered 914	
Legal Name (if different than above) N/A			
Street Address Civic Centre		City Sault Ste. Marie	Province Ontario
			Postal Code P6A 5N1
Type of Business: Municipal Government	Length of Time in Business: 100		
Type of Legal Entity: Corporation	Language Preference: English		
Primary Contact for Agreement			
Name John Luszka		E-mail address j.luszka@cityssm.on.ca	
Phone No. (705) 759-5365		Fax No.	

1. Definitions and Interpretation. As used in the Agreement:

1.1 "Affiliate(s)" means a person that directly or indirectly controls, is controlled by, or is under common control with, a Party, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or otherwise;

1.2 "Agreement" means this agreement, and all Schedules and Exhibits hereto;

1.3 "Business Day" means any day of the year other than a Saturday, Sunday or a Statutory or civic holiday in: (i) the provinces of Ontario, Canada or the province in Canada of the Client's registered head office; or (ii) in the Territory(ies), if a Territory is other than Canada, but only to the extent such term refers to a Service being delivered in respect of such Territory;

1.4 "Canadian CPI" means the "All-items Consumer Price Index" (not seasonally adjusted) for Canada, based on percentage increase and not index points, published by Statistics Canada or any successor government agency;

1.5 "Ceridian Contractor" means any person who is not a Party or an employee of Ceridian, who Ceridian contracts or otherwise engages to assist with or perform any part of the Services;

1.6 "Ceridian Property" means, collectively: (i) any and all systems, hardware, software, networks, online content, applications, source codes, specifications, templates, modules, devices, equipment, documentation or other property owned, licensed, leased, produced, designed, created or used by Ceridian as of the Effective Date or thereafter, whether for purposes of providing the Services pursuant to the Agreement or for any other purpose; (ii) all Confidential Information of Ceridian; (iii) all Materials; and (iv) any and all Intellectual Property in any of the foregoing or related thereto;

1.7 "Client Data" means any data and Intellectual Property of the Client supplied by or on behalf of the Client to Ceridian hereunder, or any such data or Intellectual Property created as a result of the processing of such data;

1.8 "Confidential Information" means any information identified by either Party and/or its Affiliates as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party's (and/or an Affiliate's) business, employees, service methods, software, documentation, financial information, prices and product plans;

1.9 "Effective Date" has the meaning set forth in Section 3.1;

1.10 "Fees" means the fees payable by the Client to Ceridian for the Services, as contemplated in Section 4 below, and/or any corresponding Pricing Schedule;

1.11 "Intellectual Property" means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction;

1.12 "Licensed Property" means such Ceridian Property and Third Party IP as may be required for use directly by the Client for the sole purpose of allowing the Client to receive and use the Services internally, including all computer software and databases supplied by Ceridian to the Client, and the Intellectual

Property embodied therein, together with all related application modules, applicable customer implementation and production tool sets and related application support tool sets, all replacements for each of the foregoing, and all modifications, updates, additions or enhancements to such software and associated user documentation for each of the foregoing;

1.13 "Materials" means all materials, including forms (including data collection forms provided by Ceridian), brochures, tip sheets, posters, and online content furnished by Ceridian to the Client, and any derivatives thereof;

1.14 "Parties" means collectively the Client and Ceridian, and each is a "Party";

1.15 "Personal Information" means information about an identifiable individual and which constitutes information governed by any applicable privacy or data protection law, statute or regulation;

1.16 "Pricing Schedule" means the Exhibit A attached hereto (or attached to a Service Exhibit, if the Service Exhibit is executed subsequent to this Agreement and deemed an amendment hereto, as the case may be) setting forth the applicable prices and fees to be paid by the Client in respect of one or more Services;

1.17 "Professional Services SOW" or "SOW" means a written Statement of Work to be signed by both the Client and Ceridian, setting forth in detail the work, services and deliverables to be provided by Ceridian in respect of any professional services work not otherwise detailed in a Service Exhibit.

1.18 "Service Exhibit(s)" means the exhibit(s) attached hereto (or executed subsequent to this Agreement and deemed an amendment hereto, as the case may be) describing the Service(s) to be delivered by Ceridian (or one of its Affiliates or Ceridian Contractors) to the Client (and/or one or more of its Affiliate(s)) within the Territory or Territories described in such Service Exhibits;

1.19 "Services" means, collectively, the services and any Materials, Licensed Property and/or other deliverables to be supplied with the services provided by Ceridian to the Client under this Agreement, as such services are more particularly described in a Service Exhibit or a Professional Services SOW, and each is a "Service";

1.20 "Service Start Date" means, in respect of a Service, the actual date on which Ceridian commenced providing such Service. The anticipated Service Start Date will be identified in the applicable Service Exhibit or Pricing Schedule, and the Parties shall confirm in writing the actual Service Start Date for each Service when known;

1.21 "Taxes" means all sales taxes, value added taxes, goods and services taxes, business transfer taxes, withholding taxes or any other taxes now or hereafter levied or imposed by any governmental authority by reason of or with respect to the provision of the Services to the Client, but, for certainty excluding Ceridian's taxes for income derived under the Agreement;

1.22 "Territory" means the territory or territories in respect of which a Service is to be delivered, as identified in the applicable Service Exhibit;

1.23 "Third Party IP" means Intellectual Property expressly identified as property licensed by a third party rather than by Ceridian or an Affiliate of Ceridian; and

1.24 "Third Party License Terms" means written terms by which a third party licenses the use of the Third Party IP to the Client.

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The terms "including" and "includes" shall, wherever they appear in this Agreement, be deemed to be followed by the statement "without limitation", and neither of such terms shall be construed to limit any words or statement which it follows to the specific or similar items or matters immediately following it.

2. Services:

General

2.1 Ceridian shall provide the Service(s) to the Client, in the respective Territory or Territories as more particularly set forth in the Service Exhibit(s). Each Service shall be provided on and subject to the terms and conditions of this Agreement. The Client acknowledges and agrees that certain Services or parts thereof may be subcontracted by Ceridian to Ceridian Contractors, including Affiliates of Ceridian. However, regardless of any such subcontract, Ceridian shall remain solely liable for all of its obligations hereunder, and shall require all of its Ceridian Contractors to comply with all applicable provisions of the Agreement, including complying with the obligations relating to Confidential Information and Personal Information as set forth in Section 5.

2.2 Without prejudice to the foregoing, the Client hereby acknowledges that the practice and procedures for certain Services may vary from country to country. Accordingly, notwithstanding Section 15.1 regarding choice of law, any assessment of whether a Ceridian Contractor used reasonable care and skill shall be undertaken having regard to industry practice and custom in the relevant Territory.

2.3 All Services are provided to the Client on the strict condition that they are used for the Client's own internal business use and not for re-sale by the Client or for any use by the Client that would constitute providing a service for third parties. However, and notwithstanding the above it is agreed that the Services may be used by the Client's Affiliates provided that:

2.3.1 the Services are used by the Client and/or its Affiliates only within the respective Territory in which Ceridian has agreed to provide such Service;

2.3.2 the Client shall remain liable for the acts and omissions of all of its Affiliates as if the acts and omissions were acts and omissions of the Client;

2.3.3 any loss or damage arising in connection with the Services incurred by such Client Affiliate shall be actionable by the Client as if such loss and damage were incurred by the Client, but shall not be actionable by the Client's Affiliate directly against Ceridian or any Ceridian Contractor;

2.3.4 such Affiliate shall be deemed to have agreed to comply with all covenants and obligations on the part of the Client herein, and agreed that Ceridian shall be entitled to all of the rights and benefits granted herein, as if such Affiliate has been a signatory to this Agreement;

2.3.5 the Client shall be jointly and severally liable with the Affiliate for any and all Fees and other charges, arising as result of such Affiliate's use of the Services, including any consequent increases in transactions, user numbers, set-up requirements, data records or Service provision; and

2.3.6 as a condition of allowing the Affiliate to access or continue to use the Services, Ceridian may, but shall not be obliged to, require the Affiliate to execute such documentation as reasonably required by Ceridian to confirm the Affiliate's agreement to the terms hereof.

2.4 Some Services include transmission of instructions and other data to third parties who are not subcontractors of Ceridian. In all such cases, the scope of the Services does not include the processing of those instructions by the relevant third party. Accordingly, Ceridian does not accept responsibility for the execution of such instructions or the performance by any third party in connection with but outside the scope of this Agreement (including the transmission of data through third party service providers), and Ceridian shall not be responsible for the consequences if such third parties are unable to receive, transmit or execute data, howsoever arising. For the avoidance of doubt, nothing in this Section 2.4 shall excuse Ceridian's liability for such failures caused by errors or omissions of Ceridian or a Ceridian Contractor.

2.5 Ceridian will use all reasonable efforts to supply the Services in conformance with the dates and times set forth in the Service Exhibit, including the Service Start Date. However, except for any dates which are expressly identified in the Service Exhibit as critical (by way of example only, payroll processing dates), the Parties acknowledge and agree that all dates and times for performance of any obligations in the Service Exhibits have been estimated in good faith, and the Client shall not be entitled to any compensation (and for certainty, in no event shall Ceridian or any Ceridian Contractor be liable, whether in tort, contract or otherwise, to the Client) for any damage or loss whatsoever resulting from a failure to meet such estimated time frames. Without limiting the generality of the foregoing, but for the avoidance of doubt, if the Service is not available by the Service Start Date, any fixed term of a Service shall not commence until the actual Service Start Date.

2.6 In the event of any conflict between the terms set forth in the main body

of this Agreement applicable to all Services, and the terms applicable to only one or more particular Service(s) as set forth in any Service Exhibit and/or Pricing Schedule, the terms of the Service Exhibit and/or Pricing Schedule shall govern.

2.7 For each Service, the Client will appoint one or more individuals to act as its Service Contact, who will serve as the Client's authorized representative for all matters generally in relation to that Service. Ceridian may (if it considers reasonable in the circumstances), but shall not be obliged to, communicate with, provide information to, accept instructions from, or otherwise deal with, any person acting on behalf of the Client in relation to a Service, in addition to such authorized representative. The Client may at any time change the individual(s) serving as its authorized representative, by notifying Ceridian in writing of such change, and an authorized representative may delegate (by written notice to Ceridian) some or all of his responsibilities as authorized representative to one or more individuals.

Additional Professional Services

2.8 Any work or services to be delivered by Ceridian which are not described in a Service Exhibit shall be described in a Professional Services SOW. However, and for the avoidance of doubt, if for any reason work or services are provided by Ceridian to the Client (at the Client's request and/or consent) which are not specifically identified in a Service Exhibit or Professional Services SOW, such work will be provided subject to the terms and conditions of this Agreement, and at Ceridian's then current price for such additional work or services. The scope of services in a Professional Services SOW may be amended from time to time upon mutual agreement in writing of both parties. Ceridian shall assign employees or subcontractors qualified to perform such professional services work, who shall exercise due professional care and competence in the performance of such Services.

2.9 The Client shall: (a) furnish qualified personnel to work with Ceridian personnel in the execution of each SOW; (b) supply adequate resources and information as mutually agreed upon; (c) notify Ceridian in writing of any request for changes to the SOW; (d) review and accept or reject each deliverable within 10 Business Days of notification by Ceridian of completion of such work, or within such other time frame (and/or in such manner) as may be expressly contemplated in a SOW, such acceptance not to be unreasonably withheld. Subject to any express acceptance criteria to the contrary set forth in an SOW, each deliverable will be deemed to be accepted by the Client on the 10th Business Days after notification by Ceridian of completion of such work, unless the Client has provided Ceridian (within such 10 Business Day period) with written notice rejecting such work and specifying the manner in which such the deliverable is defective; and (e) during the term of this Exhibit and for one year thereafter, not to solicit the services of any Ceridian employees who were involved in the performance of the Services.

2.10 Changes in the scope of Services, made at Client's request or as a result of events beyond Ceridian's reasonable control, may require changes to the Fees and estimated completion dates. Any change in the scope of Services must be agreed to in writing by both Parties before Ceridian performs work that would cause the cost estimate for the project to be exceeded. In the event that performance on the part of either Party is delayed or suspended as a result of circumstances beyond its reasonable control and without its fault or negligence, then the period of performance and term of this Service Exhibit shall be extended to the extent of any such delay and neither Party shall incur any liability to the other Party as a result of such delay or suspension. If any delays in Ceridian's performance occur as a result of the Client's failure or untimely performance, the term of this Service Exhibit shall be extended to the extent of any such delay and Ceridian shall not incur any liability to the Client as a result of such delay. If such delays last for 30 days or more, Ceridian shall be entitled to terminate this Service Exhibit by giving the Client written notice, such termination to be effective on the date indicated in the notice.

2.11 For the avoidance of doubt, but without limiting the generality of Section 6 of the Agreement, unless otherwise expressly agreed to in writing by the Parties, Ceridian shall remain the sole and exclusive owner of all Intellectual Property (as such term is defined in the Agreement) created in the performance of its obligations hereunder, the Client shall only acquire personal utilization licensee rights and merely entitle the Client to receive the Services, and no property, ownership or real right or interest in such property or any component thereof is granted, assigned, conveyed, transferred, licensed or sold to the Client by virtue of the Agreement (all in accordance with Section 6 of the Agreement).

3. Term and Termination:

3.1 This Agreement will become effective when signed by the Client and by Ceridian (the "Effective Date"), and shall continue until terminated in accordance with the terms hereof. The term for each particular Service shall commence on the Service Start Date and continue for the length of the term expressly set forth in the specific Service Exhibit, or if no term is expressly stipulated, then until the Service is terminated by either Party upon 90 days' prior written notice to the other, or is otherwise terminated in accordance with the terms of this Agreement. For the avoidance of doubt:

3.1.1 any Service Exhibit may be discontinued or terminated in accordance with the specific terms of the Service Exhibit, without terminating or otherwise affecting other Services or any other term of this Agreement (provided, however, that Ceridian reserves the right to adjust the Fees payable for any remaining Services if such Fees payable by the Client were discounted or otherwise established by Ceridian based on the Client also receiving the Services which were terminated);

3.1.2 if the Agreement is terminated in accordance with the terms hereof, all Services shall terminate immediately upon the effective termination date of this Agreement; and

3.1.3 if the respective terms for all Services contemplated hereunder have expired (without renewal) or otherwise been discontinued or terminated, this Agreement shall be at an end and of no further force and effect (save and except for any rights or obligations of the Parties which accrued prior to the expiration or termination of the Agreement and which by their nature survive the expiration of this Agreement, but subject always to Section 15.3).

3.2 Ceridian shall use reasonable efforts to ensure that the Service is available to the Client on the anticipated Service Start Date as shown on the Service Exhibit or Pricing Schedule, if any. If the Service is not available by such anticipated date, the term of the Service shall not commence until the actual Service Start Date, and the Client shall not be entitled to any compensation (and for certainty, in no event shall Ceridian or any Ceridian Contractor be liable, whether in tort, contract or otherwise, to the Client) for any damage or loss whatsoever resulting from such delay.

3.3 This Agreement may be terminated as follows:

3.3.1 subject to any express provision in a Service Exhibit to the contrary, upon 90 days' prior written notice served by either Party, provided such notice period expires on or after any fixed or other minimum term for the Service(s) (such term as contemplated and referred to in Section 3.1);

3.3.2 immediately by Ceridian without further notice to the Client, if the Client fails to pay any Fees when due, and such failure continues for a period of 7 Business Days after Ceridian provides the Client with written notice of such breach;

3.3.3 by either Party if the other Party fails to perform, or is otherwise in default of, any one or more of its material obligations under this Agreement (except failure by the Client to pay Fees, when the provisions of subsection 3.3.2 shall prevail), and fails to remedy such failure within 30 days after receiving written notice of default from the non-defaulting Party specifying the particulars of the breach and expressly referring to the threat of termination under this Section 3.3.3, or if such breach is of a nature that it cannot be reasonably remedied within such 30-day period, then if the Party fails to commence to remedy such breach within such 30-day period or thereafter fails to proceed diligently to remedy such breach; or

3.3.4 immediately by either Party if the other Party is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent, or any corporate action, legal proceedings or other procedure or step is taken against the Client (or any Affiliate of the Client receiving Services) in relation to or with a view to winding-up, dissolution, administration (whether out of court or otherwise), reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise, or the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the Client / Affiliate or any of its assets, or any analogous procedure or step is taken in any jurisdiction.

For the avoidance of doubt, the Client's obligation to pay all Fees that have accrued as at the effective date of termination will survive any termination.

3.4 If the Client cancels this Agreement or any Service prior to the expiration of any fixed or minimum term expressly set forth in a Service Exhibit, or on less than any express minimum notice period, such early termination shall constitute a material breach of this Agreement, and in such case Ceridian shall be entitled to receive a payment from the Client (as a genuine estimate of liquidated damages and not as penalty) an amount equal to the average monthly Fees (computed based on the Fees for such Service(s) provided to the Client during the 3-month period immediately preceding such cancellation) multiplied by the number of whole or partial months between the date that the

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cancellation is effective and the expressed date on which the Service(s) was scheduled to expire as set forth in the Service Exhibit, less a discount of 25%. However, no cancellation charge shall be due if the Client terminates this Agreement for cause in accordance with Section 3.3.3 or 3.3.4 of this Agreement.

4. Fees and Payments:

4.1 The Client will pay the Fees plus all applicable Taxes, in the amounts and in accordance with the payment terms and processes set forth in the Service Exhibits, Professional Services SOW and/or Pricing Schedule. In the event the Fees are billed in a Territory other than Canada to a Client (or Affiliate) outside Canada, but for Services which include Canadian Services, the Client (or Affiliate, as the case may be) shall be solely responsible to self-assess for all Taxes relating to such Services recorded in Canada (to the extent such Taxes are not paid to Ceridian).

4.2 Unless otherwise expressly stated in the applicable Service Exhibit, Professional Services Exhibit and/or Pricing Schedule:

4.2.1 the Fees identified in the Pricing Schedule may be increased by Ceridian no more than once in any 12 month period and the first such increase in respect of each Service will be calculated and effective on the first anniversary of the Service Start Date for such Service (on a cumulative basis from such date, regardless of whether or not an increase is implemented each year); and

4.2.2 the Fees for implementation, training, customization and other professional services will be invoiced and payable (net 30 days) as follows; (a) where the Fees for such Services are less than \$2,500, 100% upon execution of the Service Exhibit and/or Professional Services SOW; and (b) for all other such Services, 25% upon execution of the Service Exhibit and/or Professional Services SOW, and the balance by way of monthly draws / invoices based upon the percentage of work completed.

4.3 The Client shall, in addition to all Fees, reimburse Ceridian for all reasonable expenses (in accordance with Ceridian's then current expense policy) incurred in connection with the implementation and provision of the Services, including travel, accommodation and meals. Travel and subsistence will be charged from the location from which the respective Ceridian employee performing the work is based, to the required place of work. Ceridian will endeavour to direct staff for most appropriate use of skills and economy of expense.

4.4 Ceridian may charge a late payment fee in the amount of 1 1/2% per month for late payments made by the Client. The Client agrees to pay late payment fees including all costs of collection (including reasonable legal fees and expenses). If the Client fails to comply with any of the terms of payment for more than 7 Business Days after receipt of a written demand for payment, Ceridian may, in addition to any other right available to it, suspend performance of all or any part of its Services.

4.5 All Fees are payable in the currency stated in the relevant Pricing Schedule and shall be remitted to Ceridian in that currency. If remitted in another currency and/or from outside Canada, sufficient funds must be remitted such that the net sum received by Ceridian in the requisite currency after foreign exchange and other bank charges is that stated on the relevant invoice. Ceridian will be entitled to invoice the Client for any shortfall.

5. Confidentiality and Privacy:

5.1 Neither Party shall disclose Confidential Information of the other Party. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party; (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party; (iii) was known to the receiving Party at the time of disclosure; (iv) was generated independently by the receiving Party; or (v) is required to be disclosed by law, subpoena or other legal process. Ceridian may transfer the Client's Confidential Information to a governmental agency or other third party to the extent necessary for Ceridian to perform its obligations under this Agreement or if the Client has given Ceridian written authorization to do so.

5.2 Ceridian and the Client each hereby represent that they have taken all commercially reasonable steps to ensure that they will at all times be in compliance with all applicable laws relating to privacy and the collection, use and disclosure of Personal Information relating to the Services. Ceridian and the Client each hereby represent that any Personal Information provided by it to the other Party under this Agreement has been and shall be collected, transferred and/or disclosed in compliance with such privacy laws (including obtaining the proper consent where applicable).

5.3 Ceridian acknowledges that it is receiving Personal Information only in connection with the performance of Services it provides in connection with this Agreement. Ceridian shall not use or disclose Personal Information without the Client's permission for any purpose other than fulfilling its obligations under this Agreement. Ceridian acknowledges that the Client determines the purpose and means of the processing of the Personal Information delivered to Ceridian under this Agreement. As such, Ceridian shall only process such Personal Information in accordance with instructions received through the Client, and the Client hereby gives Ceridian permission to use, transfer and process such Personal Information obtained by Ceridian in connection with the Services as necessary to perform the Services (as used in this Section 5, the "Purpose"). Personal Information will not be retained for longer than necessary to accomplish the Purpose for which it was collected, and Ceridian will correct Personal Information as directed by the Client. In addition, Ceridian will promptly notify the Client of any request for access to Personal Information received by Ceridian hereunder.

5.4 The Client acknowledges and agrees that Ceridian may transfer or disclose such Personal Information to its employees or other representatives and Ceridian Contractors, provided that such transfer or disclosure is limited to those parties who Ceridian reasonably requires to access such information for the Purpose. Ceridian shall advise all such parties who have access to or who are to receive such Personal Information of the obligations in the Agreement and shall instruct such parties to use such Personal Information and subject to the same conditions and restrictions as apply to Ceridian under this Agreement.

6. Intellectual Property and Licensed Property:

6.1 Subject to the provisions of this Section 6, each Party shall remain the owner of all Intellectual Property it owns prior to the Effective Date and that which it creates in the performance of its obligations under this Agreement. As between the Parties and *vis à vis* any third party, Ceridian shall remain the sole and exclusive owner of all Ceridian Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter. The rights granted to the Client pursuant to Section 6.2 are personal utilization licensee rights and merely entitle the Client, subject to the terms and conditions of the Agreement, to receive the Services. Except as expressly provided in Section 6.2, no property, ownership or real right or interest in the Ceridian Property or any component thereof is granted, assigned, conveyed, transferred, licensed or sold to the Client by virtue of the Agreement. The Client covenants to execute and provide all documents reasonably necessary from time to time in order to protect Ceridian's rights, title and interest in the Ceridian Property or any component thereof in any jurisdiction. As between the Parties but subject to the foregoing stipulations, the Client is and shall remain the sole and exclusive owner of the Client Data and any and all components thereof, together with all Intellectual Property therein. Forthwith upon the expiration or termination of the Agreement (or expiration or termination of any Service for which Ceridian Property is used, as the case may be), the Client shall forthwith return all Ceridian Property (or all Ceridian Property relating to the specific terminated Service, as the case may be) to Ceridian, and upon request shall also provide Ceridian with a certificate of a duly authorized officer of the Client attesting that no Ceridian Property remains in the possession or control of the Client.

6.2 Subject to the terms and conditions of this Agreement, including any express term in a Service Exhibit or Pricing Schedule to the contrary, Ceridian hereby grants to the Client and the Client hereby accepts, starting on the Effective Date and continuing for so long as required for a Service, a non-exclusive, personal, non-transferable, non-assignable and revocable license to use internally the Licensed Property within the Territory, subject to and in accordance with the following terms:

6.2.1 the Licensed Property shall be used by no more than the express maximum number of concurrent users, if any (the number of users using the Licensed Property, or any part of it, at any one time), and only at the specified location, for the specified period, and for the maximum number of active employee records, and the Client shall promptly notify Ceridian of any use of the Licensed Property in excess of such restrictions;

6.2.2 the Licensed Property is licensed for use only by the Client's (and/or the Client's Affiliates') employees or contractors who have been properly trained in the use of the Licensed Property (by Ceridian or otherwise by someone else appropriately experienced and knowledgeable);

6.2.3 the Client shall not alter, destroy or remove any copyright, trade secret, patent, trade-mark, or other proprietary or legal markings or notices placed upon or contained within the Licensed Property or any supporting media;

6.2.4 the Client shall not modify, transform, merge, alter, copy, distribute, publicize, disseminate, display, decompile, analyze, translate, disassemble, reverse engineer or otherwise attempt to decrypt or derive the source code, any trade secrets or any sensitive or proprietary information of, included in or related to, or otherwise reproduce or tamper with, the Licensed Property or any other Ceridian Property or create any applications whatsoever or any derivative works thereof;

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6.2.5 the Licensed Property is licensed only for the use set out in the Service Exhibit(s) and in any accompanying user documentation, and the Client shall not use the Licensed Property for any purpose other than to receive and use the Services in the manner contemplated therein or in any manner that would be unlawful, illegal, prohibited, offensive or damaging to Ceridian or any third party;

6.2.6 the Client shall not transfer, sell, sublicense, sublease, charge or otherwise deal in or encumber the Licensed Property or make the Licensed Property available to any third party except as permitted by Section 2.3 (provided that the Client shall be entitled to install the Software on third party hardware in circumstances where the Client has outsourced to the third party the provision of its hardware), and any attempt to do so shall be null and void and shall constitute a material breach of this Agreement;

6.2.7 Ceridian may, subject to express statements in the Service Exhibit(s) to the contrary, elect to supply any or all Licensed Property by installing it on the Client's hardware or by providing the Client with appropriate machine-readable media for the Client to install; and

6.2.8 any Third Party IP comprising part of the Licensed Property, if accompanied by Third Party License Terms, is licensed to the Client by the third party on the terms of the Third Party License Terms and the Client undertakes to comply with the Third Party License Terms and with the License Restrictions, and in all other cases, Ceridian hereby grants the Client a personal, non-exclusive, and non-transferable sub-license to load, store and run such Third Party IP in object code form for the duration of the Service for which it is expressly stated subject to the provisions of this Section 6.

6.3 Ceridian will indemnify and hold the Client harmless from and against any and all claims alleging that the Services and any Intellectual Property furnished by Ceridian violate any third party's Canadian patent, trade secret or copyright, except to the extent that such claims arise from the Client's modification of the Services or Intellectual Property or from the Client's use of such Services in excess of the provisions set out in this Section 6. However, Ceridian's liability hereunder shall be conditional upon the Client providing Ceridian with timely written notice of any such claim or threat thereof, and the full and exclusive authority for, and information for and assistance with, the defense and settlement thereof. If such claim has occurred, or in Ceridian's opinion is likely to occur, the Client agrees to permit Ceridian, at its option and expense, either to procure for the Client the right to continue using the Intellectual Property, or replace or modify the same so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, Ceridian may immediately terminate its obligations (and the Client's rights) under this Agreement with regard to such Intellectual Property (if the Services are deliverable without such Intellectual Property) or terminate the Agreement in its entirety (to the extent Ceridian is not able to provide the Service without such Intellectual Property).

7. Disposition of Data:

7.1 Except as otherwise expressly provided for in a Service Exhibit, Ceridian will not be responsible for storing copies of the Client's records when Ceridian in its sole discretion no longer requires such information in order to provide Services to the Client, and without limitation, the Client shall be responsible for retaining its own business records according to the schedules established by governmental authorities for the Client. The Client will reimburse Ceridian for the costs of producing any information in Ceridian's possession or control relating to the Client's business or employees that Ceridian produces in response to a Client request or court order. Unless otherwise required by law or as otherwise previously directed in writing by the Client, upon termination of the Agreement, Ceridian may dispose of the Client's records and data in accordance with Ceridian's data retention policy in effect from time to time (but in compliance with all privacy laws as contemplated in Section 5 above). In the case of termination of one but not all Services, Ceridian may dispose of the Client's records and data not related to the remaining Service(s), unless otherwise previously directed in writing by the Client or otherwise required by law, in accordance with Ceridian's data retention policy in effect from time to time (but in compliance with all privacy laws as contemplated in Section 5 hereof), but in no event will Ceridian destroy any file containing the only copy of the Client's then current payroll or human resource information without providing the Client with reasonable notice of its intention to do so and a reasonable opportunity to transfer or arrange for the transfer of such file to the Client or a third party.

8. Representations and Warranties:

8.1 Ceridian represents and warrants to the Client as follows:

8.1.1 it has all the requisite authority to enter into this Agreement and is lawfully entitled to supply the Services to the Client in the manner contemplated herein;

8.1.2 it will use all reasonable skill and care in accordance with industry practice in the course of performing this Agreement; and

8.1.3 it will comply with all applicable laws and regulations relating to the provision of the Services in the Territory.

8.2 The Client represents and warrants to Ceridian as follows:

8.2.1 it has all the requisite authority and is lawfully entitled to enter into this Agreement; and

8.2.2 it will comply with its obligations as set out in this Agreement, including any associated Service Exhibits and Third Party License Terms (if applicable), and will provide all reasonable cooperation to Ceridian in the performance of this Agreement.

8.3 Except for the express warranties set out in this Agreement, the express and limited representations and warranties provided in this Agreement comprise all of the representations and warranties made with respect to the Services, products, Intellectual Property and other items provided, furnished, licensed, leased or otherwise made available or performed to the Client by Ceridian pursuant to or in relation to this Agreement. Any further or other warranties or conditions, whether written or oral, express or implied, arising by law, statute, usage of trade, custom, course of dealing or performance, or the Parties' conduct, are expressly excluded to the extent permitted by law. Without limiting the foregoing, Ceridian does not warrant that, to the extent the Services require computer software or Services delivered using computer software, the provision of those Services will be entirely error free or will run uninterrupted.

9. Limitation of Remedies:

9.1 Subject to Section 9.3 below, to the maximum extent permitted by applicable law, the Client agrees that Ceridian's total maximum aggregate cumulative liability (including that of Ceridian's Affiliates and Ceridian Contractors) to the Client, its Affiliates and other related parties (collectively in this Section referred to as the "Aggrieved Parties") for all past, present and future claims, demands, actions, causes of actions, requests, lawsuits, judgments, damages, costs, expenses, prejudices or losses (collectively in this Section referred to as the "Claims") in relation to or arising under this Agreement (whether for breach of contract, strict or statutory liability, negligence or any other legal or equitable theory) shall be limited to the Aggrieved Parties' actual direct damages and shall not, under any circumstances, exceed, in the aggregate, for all Claims past, present and future, the greater of: (i) the total amount paid by the Client (and any Affiliates) for the defective Services causing the damages during the 24 months immediately preceding the loss; or (ii) \$1,000,000. This remedy shall be the Aggrieved Parties' sole and exclusive remedy against Ceridian, any Ceridian Affiliate and Ceridian Contractor.

9.2 To the maximum extent permitted by applicable law, and notwithstanding anything to the contrary contained in this Agreement, neither Ceridian nor any of its Affiliates shall be liable for any indirect, consequential (including damages for business interruption or loss of business information or data), special, punitive, exemplary or incidental damages, or damages for loss of profits, goodwill, anticipated savings or revenues, arising in relation to or under this Agreement, even if advised of the possibility of such damages or if the possibility of such damages was reasonably foreseeable.

9.3 Notwithstanding any other provisions of this Agreement, nothing shall exclude or limit either Party's liability for Claims relating to the following:

- 9.3.1 death or personal injury resulting from that Party's negligence;
- 9.3.2 that party's fraud or statements made fraudulently;
- 9.3.3 that party's willful misconduct;
- 9.3.4 any Claim for indemnity by the Client under Section 6.3 (IP Infringement); and
- 9.3.5 any acts or omissions for which the governing law prohibits the exclusion or limitation of liability.

10. Changes:

10.1 In the event of a change to any federal, state, provincial or other applicable law or regulation affecting the Services, or any reasonably unforeseen change materially affecting the cost of providing the Services, Ceridian may make changes to the Agreement with 30 days' prior written notice to the Client. If, upon notification of the change, the Client elects not to continue the Services, then notwithstanding anything to the contrary in this Agreement, the Client may terminate the Agreement upon 30 days' prior written notice without penalty or cancellation fees.

10.2 The Client acknowledges and agrees that in order to maintain flexibility in the business, Ceridian reserves the right to make changes to the Services or the manner in which they are delivered, at any time and from time to time, as Ceridian considers reasonable and/or necessary (including changes to improve such Services and/or necessary to reflect legislative changes), provided that such change does not materially adversely impact the Services being delivered to the Client.

11. Notices:

11.1 All notices to the Parties shall be in writing (including fax or similar writing) and shall be sent to the Client at the address identified above, and to Ceridian at the address / branch as may be designated from time to time by Ceridian, to the attention of the Client's account representative (if any). All notices terminating or otherwise affecting this Agreement shall also be copied to Ceridian's Legal Department, as follows:

Ceridian Canada Legal Department
125 Garry Street, Winnipeg, MB R3C 3P2
Fax No. 204.975.8856

or to such other address or fax number as either Party may hereafter specify by written notice to the other Party. Each such notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a Business Day, then the notice shall be deemed to have been received on the next succeeding Business Day.

12. Dispute Resolution:

12.1 If a dispute arises out of or in connection with this Agreement (in this Section referred to as a "Dispute"):

- 12.1.1 the Dispute may be escalated by either Party in accordance with the escalation path set out in the relevant Service Exhibit;
- 12.1.2 if the Dispute is not resolved by escalation as contemplated in Section 12.1.1, the Parties will attempt to settle the Dispute by referring the matter to non-binding mediation; and
- 12.1.3 nothing in this Section 12 will restrict either Party's freedom to commence legal proceedings at any time to preserve any legal right or remedy or to protect any Intellectual Property rights or trade secrets, whether by way of injunctive relief or otherwise.

13. Force Majeure:

13.1 Neither Party nor their respective Affiliates (nor Ceridian Contractors) shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement (except for the failure to pay money) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including fire, floods, embargoes, war, acts of war or terrorism (whether war be declared or not), insurrections, riots, civil commotions, labor unrest or strike, acts of God or acts, omissions or delays in acting by any governmental authority, utility interruptions and the inherent risks and limitations of internet transmission.

14. Business Continuity Plan:

14.1 Ceridian covenants, represents and warrants that it has developed, and will keep current throughout the term of this Agreement, a formal business continuity plan which details strategies for response to and recovery from potential disasters that could disrupt Ceridian's operations and timely delivery of the Services. As used in this Section, the term "disaster" means a serious disruption of the functioning of an organization, causing widespread human, business interruption, material or environmental losses that exceed the ability of the organization to cope using only its own resources.

15. General Provisions:

15.1 The Agreement and the Parties rights and obligations shall be governed by the laws of Ontario, and all federal laws applicable therein.

15.2 Neither Party shall transfer or assign this Agreement or any rights hereunder to any other party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed, provided that a Party may withhold its consent in the event the other Party proposes to merge or be controlled by a corporation which is a competitor of the other Party. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement without the consent of the other Party: (i) to an Affiliate of the assigning Party or to a partnership of which at least 50% of the units are owned directly or indirectly by the assigning Party or its parent company, but no such assignment shall release the assigning Party, and such Affiliate or partnership shall be jointly and severally liable under this Agreement; or (ii) to any successor to its business, or a substantial part thereof, whether through merger, amalgamation, consolidation or sale (unless the Party proposes to merge, amalgamate or be controlled by a corporation which is a competitor of the other Party). This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Any permitted assignee shall execute an agreement in writing with the other Party hereto assuming all obligations of its assignor under this Agreement. Any purported assignment in contradiction of this Section shall be null and void and be of no force or effect.

15.3 No action under this Agreement may be brought by either Party more than two years after the cause of action has accrued.

15.4 No delay or indulgence by either Party at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon

or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

15.5 This Agreement may be signed in counterparts, including by way of facsimile or .pdf transmission, with the same effect as if both Parties had signed the same document, and a facsimile or pdf copy shall be considered *prima facie* evidence of the of the information contained in the facsimile or pdf transmission.

15.6 The Parties have expressly requested that the Agreement be drawn up in the English language. *Les parties aux présentes ont expressément requis que cette convention soit rédigée en anglais. Expresamente las Partes del presente Contrato solicitan que este documento sea redactado en el idioma Inglés.* In the event of any contradiction, discrepancy or difference between the English language version and the French or Spanish versions (if any) of the text of this document, or any documents contemplated or referenced hereunder, the English language version shall govern.

15.7 Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15.8 Headings in this Agreement are for ease of reference only and will not affect its interpretation.

15.9 The Client acknowledges and agrees that clerical errors shall not affect the validity of the Agreement and Ceridian shall be entitled to unilaterally correct the same. Ceridian shall give the Client written notice of any such correction.

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15.10 Unless otherwise expressly stated in any Service Exhibit or Pricing Schedule, all amounts payable under this Agreement shall be payable in lawful money of Canada.

15.11 If more than one entity has signed this Agreement for the same Party, or an entity has signed for and on behalf of another entity in addition to itself, the covenants of all such entities shall be considered to be joint and several and shall apply to each of them. Additionally, should any one or more of such entities wish to amend this Agreement, or add or remove Services, it may do so separate and apart from the other entities of the same Party; provided however that: (a) the amendment or change to the Services shall only apply in respect of such entity(ies), and (b) the entities comprising the Party shall only be jointly and severally liable in relation to the terms and Services common to such entities.

15.12 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties. The Parties agree that facsimile and/or .pdf copies of signatures to this Agreement will be treated as originals.

15.13 Without limiting any of the foregoing, if the Client is domiciled in Quebec, or the *Civil Code of Quebec* otherwise applies to the Agreement: the Client hereby expressly agrees that the termination and/or resiliation right granted to a "client" under Article 2125 of the *Civil Code of Québec*, as well as the limitations imposed on the ensuing recovery by the "contractor" or "service provider" under Article 2129 of the *Civil Code of Québec*, shall not be applicable to the Agreement and the Client hereby expressly waives such rights and limitations.

The Client hereby consents to Ceridian conducting credit investigations, from time to time, including such requests for and exchange of information to and from consumer reporting agencies or credit grantors as it may require to approve and maintain any funding arrangements to be granted by Ceridian in relation to the Services, and to provide payment history information to such agencies. The Client acknowledges that the Agreement is conditional upon funding approval of the Client. The Client further acknowledges having read and understood all terms of this document, which are set forth on this page and the preceding 5 pages, all of which form an integral part of the Agreement between Ceridian and the Client if this Agreement is accepted by Ceridian, such acknowledgement being conclusively evidenced by the Client's signature below.

Ceridian Canada Ltd.

Per: _____
(Signature)

Print Name: Graham Shaw

Title: Manager, Strategic Alliances - EAP & Organizational Wellness

Date: _____

I have the authority to bind the corporation

Corporation of The City of Sault Ste. Marie

Per: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

I have the authority to bind the corporation.

Anticipated Service Start Date: **August 1, 2011**

Territory: **Canada**

Client Information			
Client Name Corporation of The City of Sault Ste. Marie			Current # of Employees Covered 914
(the "Client")			
Service Contact John Luszka	Phone No. (705) 759-5365	Fax No.	e-mail j.luszka@cityssm.on.ca
Alternate Contact (Optional)	Phone No.	Fax No.	e-mail
Billing Contact (if different than Service Contact) Enrico Pino Corporation of The City of Sault Ste. Marie	Phone No. (705) 759-5276	Fax No. (705) 541-7177	e-mail e.pino@cityssm.on.ca
Billing Address Civic Centre	City Sault Ste. Marie	Province Ontario	Postal Code P6A 5N1

Fees and Payment	
Annual Fee Per Covered Employee \$38.85	Total Estimated Annual Fee*: \$35,508.90 (plus Taxes) Projected Usage: n/a
Billing Frequency (all in advance, starting on Service Start Date): ☐ Annually ☐ Quarterly ☒ Monthly	Payment Method (Note: Pre Authorized Debit <u>must</u> be selected if estimated fees are less than \$12,000 annually, except when billing is by Third Party Administrator): ☐ Pre Authorized Debit (Must complete PAD Application & Authorization form attached) ☒ Invoice Payable Net 30 days (available only if est. fees are more than \$12,000 annually) ☐ Third Party Administrator
*Estimated Annual Fee is based on the Client's current number of employees. The Client will notify Ceridian annually of any change in the number of Employees, plus or minus three (3%) per cent, to ensure accurate usage calculations and to be used as the basis for the calculation of annual Fees for the immediately succeeding year. Ceridian will not provide retroactive credit for an overstatement of the number of Employees. The Client must advise Ceridian of any such change in the number of Employees by end of the then current contract year.	

SERVICE PARTICULARS
The Services to be provided by Ceridian hereunder consist of making available to the Participants the employee assistance and work life program commonly referred to as "Ceridian One Source" the particulars of which are as set forth in Section 2 ("Service Description").

Service Particulars

1. **Definitions and Interpretation.** As used in this Service Exhibit:
 - 1.1 "Agreement" means the written services agreement made between the Client and Ceridian to which this Service Exhibit is attached, or if executed as a separate document, then the written services agreement made between the parties referenced on first page of this Exhibit;
 - 1.2 "Employees" means those employees of the Client in Canada in respect of which the Service is to be provided, and for the avoidance of doubt, if no specific group of employees is indicated herein, then such term shall mean all Employees of the Client ordinarily resident in Canada, and each is an "Employee";
 - 1.3 "Fees" means the fees payable for the Service, as described in Section 3.00 below;
 - 1.4 "Participants" means the Employees and all Immediate Relatives;
 - 1.5 "Immediate Relative" means the Employee's spouse (legal or common-law), and any unmarried children of the Employee (or of the Employee's spouse if they are also the Employee's children, or if the Employee's spouse is living with the Employee) who are either under 18 years of age, or who are 18 years of age or older and in full-time attendance at a college, university or other similar post-secondary institute, and who are residents of Canada.
 - 1.6 "Service" means the service provided by Ceridian under this Exhibit as described in Section 2.00 below, and for certainty, includes the selected Optional Payroll Services;
 - 1.7 "Service Start Date" means, in respect of the Service, the actual date on which Ceridian commences providing the Service. The anticipated Service Start Date is identified above;
 - 1.8 "Term" means the fixed term of this Service Exhibit as indicated below, and any renewal thereof.

All other capitalized terms used herein shall have the same meaning as in the Agreement.

2. Services and Responsibilities

Ceridian's Responsibilities

2.1 Ceridian will provide the Participants with access to the following via a toll-free telephone number (Ceridian will respond to requests for assistance within reasonable time frames appropriate for the specific request):

- a. access to EAP intake counselor for information, assessment, action planning, crisis intervention assistance, short-term problem resolution and referrals, 24-hours a day, 365 days a year;
- b. access to qualified consultants who specialize in a wide variety of issues;
- c. referrals to local qualified professionals or agencies;
- d. Full-Service Model: Each program participant, in need of in-person counseling, will receive the number of short-term counseling sessions appropriate to their individual needs. Individuals in need of longer term counseling (in the professional opinion of the counselor) will be referred to the appropriate community resource(s). In -person counseling is provided nationally via Ceridian affiliate counselors;
- e. personalized referrals to applicable direct services or programs for childcare, elder care, private schools, colleges/universities and other life event resources;
- f. Assistance to managers and supervisors regarding issues involved in supervising employees;

- g. One (1) critical incident stress management ("CISM") per year. A CISM is defined as up to 3 staff hours with one counselor per one incident occurring at a single worksite location. **Additional locations affected by this incident will be billed separately.** If session exceeds 3 hours or multiple counselors are required, additional hourly fees will be billed at the then current Ceridian standard rate for such counseling services. Specially trained consultants are available to Client managers and supervisors, for consultation and coordination of on-site support for critical incidents. CISM includes the following:

Standard Components of CISM:

- Ceridian will provide services to all of Client's managers, supervisors, and human resources staff ("Eligible Individuals") via a dedicated toll-free telephone number. Ceridian will respond to requests for assistance within Canada and within timeframes appropriate for the specific request. Services include: (i) Access to qualified consultants 24-hours a day, 365 days a year, for information and action planning; and (ii) Critical Incident Management Services – Specially trained consultants available to managers and supervisors, for consultation and coordination of on-site support for critical incidents. Set-up and coordination of on-site debriefing or defusing.
- The CISM service: (i) Is provided on-site within 24 to 72 hours of the incident by trauma response specialists; and (ii) is available for individuals and groups.
- The services outlined above may include problem intervention and referrals for counseling. These services are not intended to replace disciplines requiring Provincial and/or Federal licensure such as the practice of law or medicine. A referral will be made to an independent lawyer, doctor, or applicable licensed professional when activities constitute the practice of law, medicine or other licensed discipline.
- If Ceridian refers Eligible Individuals to established community resources, Ceridian will use reasonable efforts to refer Eligible Individuals to qualified persons or organizations for assistance.
- The relationship between Eligible Individuals and Ceridian will be confidential. Ceridian will be under no obligation to communicate with the Client about any information Ceridian obtains in this relationship, even if the communication might be beneficial to the Client. Ceridian will have the right to communicate directly and privately with Eligible Individuals as necessary to carry out its obligations to the Client or Eligible Individual.

Depending on location, travel expenses may be billed separately. No substitution is allowed. In the case that sessions remain unused, they will lapse and cannot be carried over to the following year.

2.2 Ceridian will provide the Participants with immediate information on a wide variety of issues, in the form of phone consultation, written educational materials, booklets, kits and LifeWorks® Online, including the following:

- a. *Personal and relationship issues* (including relationship issues, stress, change, grief and loss, family and marital issues, adjustment disorder, depression, anxiety, domestic violence);
- b. *Addiction disorders* (including drug and alcohol abuse, eating disorders, gambling addiction);
- c. *Work issues* (including business travel, retirement, co-worker relationships, discrimination and harassment, burnout, job search skills, job insecurity);
- d. *Management/Employee Relations* (including employee relations, interpersonal conflicts, performance problems, sexual harassment, discrimination, workplace change);
- e. *Financial consultation* (including credit management, budgeting, financial management, over-extension, investing, retirement planning, insurance and tax). Ceridian does not provide investment advice or loan funds;
- f. *Legal assistance* (including divorce, family matters, landlord/tenant and real estate, consumer concerns, criminal matters, debtor/ creditor, legal rights). Ceridian does not provide legal advice or representation – all assistance is provided by a qualified lawyer or law firm, or other legal advisor as appropriate;
- g. *Parenting and child care consultation and referral* (including parenting skills, child development, adoption as well as referrals to childcare centres, family day care, adoption agencies, in-home care, nannies, nursery schools, sick child/back up care);
- h. *School information and referral* (including working with teachers, school problems/study habits, preparing for/adjusting to college/university as well as referrals to public and private schools, college/university and vocational schools, special needs programs);
- i. *Elder care/ adult disabilities consultation and referral* (including caring for elders, the aging process, caregiver support as well as

referrals to adult day care, in-home services, nursing homes, retirement communities, subsidized housing, hospices, meal programs, transportation);

- j. *Everyday Issues* (including how to choose a doctor, buying a home, consumer issues, buying or leasing a car and locating time saving services in the community such as pet sitters, and home contractors);
- k. *Support for Teens* (including support for teenagers and to parents of teens on such issues as teen behaviour and development, self-esteem, stress, school and career planning, violence, alcohol and drugs, eating disorders, smoking, sexual identity and other teen health issues);
- l. *Health and Wellness* (including information and counseling on preventative health and wellness services including weight management and nutrition, exercise and fitness, injury and chronic disease self-management, pre and post natal health and alternative care options);
- m. *Healthline* (including immediate triage, consultation and information with a registered nurse for a sick child or elderly family member, a sudden illness, disease management and alternative medicines);
- n. *Smoking Cessation Program* (including online quit smoking guidance, quit buddies, nicotine dependency test, email support, and professionally moderated online support groups);
- o. *Eating Well Program* → Telephonic (including initial intake, assessment, education and support of nutritional goals as determined in goal formulation through short term model).

2.3 A relationship manager to assist the Client with the implementation and management of the Services, including:

- a. Developing an account plan with a Client designated representative to introduce, promote and manage the Services;
- b. Provide account management support in regards to introduction, and on-going program management;
- c. Coordinating implementation and ongoing communication of the Service's availability;
- d. Providing general consultation to the Client in the areas of employee assistance and family and work policies, procedures, practices and programs;
- e. Provide appropriate communication materials in quantities as mutually determined to reach the target usage range;
- f. Provide Program usage reports on a semi-annual and annual basis which summarize usage of the Services, including analysis of usage and trends.

2.4 **Nine (9)** on-site orientation sessions to employees / managers per Term (timelines and locations of these sessions to be jointly agreed upon by the Client and Ceridian). In case any of the sessions allowed remain unused, they will lapse and cannot be carried over in to the following year.

2.5 **Intentionally Deleted.**

Client's Responsibilities

2.6 The Client will be required to:

- a. provide Ceridian with a completed Client Profile at least 15 days prior to Service Start Date; and
- b. designate a liaison to consult with Ceridian in developing and executing an account plan for all aspects of the Service including implementation, on-going promotions and usage report requirements.

2.7 The relationship between Ceridian and the Employees will be confidential. Ceridian will be under no obligation to communicate with the Client about any information Ceridian and/or its Affiliates obtain in this relationship, even if the communication might be beneficial to the Client (unless otherwise expressly agreed upon by the Employee in writing with Ceridian). Ceridian will have the right to communicate directly and privately with Employees as necessary to carry out its obligations to the Employees.

2.8 The Services may include problem intervention and referrals for counseling. These Services are not intended to replace disciplines requiring provincial and federal licensure such as the practice of law or medicine. An independent lawyer, doctor or applicable licensed professional will be involved when activities constitute the practice of law, medicine or other licensed discipline. In the case of providing information on third party services and programs, such information will be accompanied by a disclaimer indicating that it is the Employees' responsibility to ascertain quality, capability and suitability of a service for the Employees' needs and that no warranty as to such services is made in connection with such information provided. In this regard, Ceridian will provide information on licensed, certified or registered services, where such regulation is in effect. Where recognized existing community services are legally exempt from regulation or where regulation is not in effect, Employees' may be provided with information on such services but will be advised that such services are not required to be licensed, certified or registered. Ceridian is not responsible or liable for, nor does Ceridian provide, insurance for the actions or inaction of such third parties.

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Additional Service Offerings available to OneSource Clients on an ad hoc basis (but NOT covered in the Fees payable for the One Source Service):

2.9 The following additional services are available on an ad hoc basis (on the terms and conditions of the Agreement) and may be provided to the Client upon request for the following fees (fees subject to change without notice):

- Additional orientation sessions to Client managers and employees (1/2 hour to 1 hour in length): \$250.00 per session, plus any travel expenses incurred.
- Additional on-site visibility event participation: \$200.00 per hour, plus any travel expenses incurred.
- One (1) hour lunch and learn seminars - these seminars cover a wide-range of workforce effectiveness topics: \$350.00, plus any travel expenses incurred.
- On-Site Employee intervention: \$350.00 per hour with greater than 24 hours' notice, plus any travel expenses incurred. If less notice is given, then \$500.00 or part thereof.
- Additional Critical Incident Stress Management (CISM) interventions (up to a maximum of 3 hours in length per session): \$750.00/session, plus any travel expenses incurred. A CISM intervention is defined as one session with one counselor per one incident occurring at a single worksite location. If multiple counselors or counseling is required in multiple locations, additional fees will be billed as appropriate.
- Independent Medical Exams (IME) – Psychological requests only: From \$2,500 to \$4,500 per IME (includes assessment and report.)
- Provision of Employee Assistance Programs services to non-eligible employees (i.e. extending services upon employee termination or to employees not covered by this contract): \$140.00 per hour.
- Corporate research to assist the Client in researching human resource policies, practices and resources to assist in addressing workplace issues: \$100.00 per hour.
- Customization to Employee Satisfaction Survey: Hourly fee of \$150.00 to complete customization requirements. Customization may include program name, logo/graphics, addition, deletion and modification of up to 5 additional questions.
- Creation of Ad hoc/Specialized Program Usage Reports: Report set up and customization fee of \$150 per hour and \$100 per report for report generation.

Ceridian also provides a range of additional value added service offerings that can assist the Client and its employees in managing the full scope of work-life and EAP issues, including the following:

- International EAP: EAP services to employees living and working outside of North America.
- International EAP Critical Incident Stress debriefings.

- Performance Learning – Client manager and Employee training and development Seminars (typically ½ day to full day training sessions.). Topics may include: Communication Strategies, Diversity Issues, Managing Workplace Conflict, Negotiation Skills. These training sessions are highly customized to the needs of your organization and employees.
- Bulk Orders of Educational Materials such as booklets, audiotapes, CDs and kits. Order for combination of any educational materials totaling five (5) items annually, will be considered as a Bulk Order; please contact your Relationship Manager for details on Bulk Order pricing.

For more information on any of the additional services above and associated fees, contact the Ceridian relationship manager. Client may request the provision of any such additional service by written notice to Ceridian, referencing the Client name and Agreement number.

3. Term and Termination

3.1 Term. This Service Exhibit will become effective when signed by Client and accepted by Ceridian. It will continue for an initial term (the "Term") of twelve (12) months commencing as of the Service Start Date and the Client shall have the right to renew for a further twelve (12) month renewal term with not less than 30 days notice prior to the end of the Term (the "Renewal Term"). Upon the expiration of the Term or the Renewal Term, as the case may be, this Service Exhibit will automatically renew on a month to month basis unless cancelled in writing by either party upon 10 days notice to the other. Renewal prices are subject to change upon written notice to Client.

4. Fees and Payment

4.1 Fees. In consideration of the Service performed by Ceridian, Client shall pay to Ceridian fees ("Fees") according to the rates and payment frequency set forth above (if completed, or if not completed, then in the attached Pricing Schedule), plus all applicable Taxes. All Fees (plus applicable Taxes) will be payable within 30 days of the invoice date. In the event that this Exhibit is renewed in accordance with Section 3.1, the Fees applicable during any renewal period will be negotiated and agreed in writing by both parties prior to commencement of the renewal period.

4.2 Annual CPI Increase. All Fees (including, for clarity, any minimum Fee amounts) are subject to annual increases equal to the Canadian CPI Index (on a cumulative basis from the Service Start Date). The first such increase to Fees will be calculated and effective on the first anniversary of the Service Start Date.

In consideration of the Fees to be paid hereunder, the Client hereby requests that Ceridian provide those Services as more particularly described and in accordance with the terms and conditions set forth above and the preceding page. This Service Exhibit may be executed either contemporaneously with (and as an appended Exhibit to) the Agreement or as a separate document subsequent to (and not attached to) the Agreement, and in either case the terms of this Service Exhibit shall be deemed to be incorporated into and form an integral part of the Agreement. In the latter case, the Agreement shall be considered amended to add the terms and conditions of this Exhibit, provided that to the extent this Exhibit does not modify the Agreement, the Agreement shall continue in full force and effect, unamended, and this Exhibit will not serve to revise the relationship between the parties, and any and all unremedied and outstanding accounts, defaults, breaches or other matters existing between the parties as at the date of this Exhibit shall remain intact and subsisting notwithstanding the amendment of the Agreement by this Exhibit. In the event of any conflict between the terms of the Agreement and this Service Exhibit, the terms of this Service Exhibit shall govern.

Ceridian Canada Ltd.

Per: _____
(Signature)

Print Name: Graham Shaw

Title: Manager, Strategic Alliances - EAP & Organizational Wellness

Date: _____

I have the authority to bind the corporation

Corporation of The City of Sault Ste. Marie

Per: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

I have the authority to bind the corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-144

DEVELOPMENT CONTROL: A by-law to designate the lands located at 282 Second Line West an area of site plan control.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to Section 41 of the Planning Act, R.S.O. 2000, chapter P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director and in his absence to the Junior Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the Planning Act as amended, for the lands more particularly described in Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the Planning Act and the Municipal Act.

5. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in Open Council this 15th day of August, 2011.

NOTICE

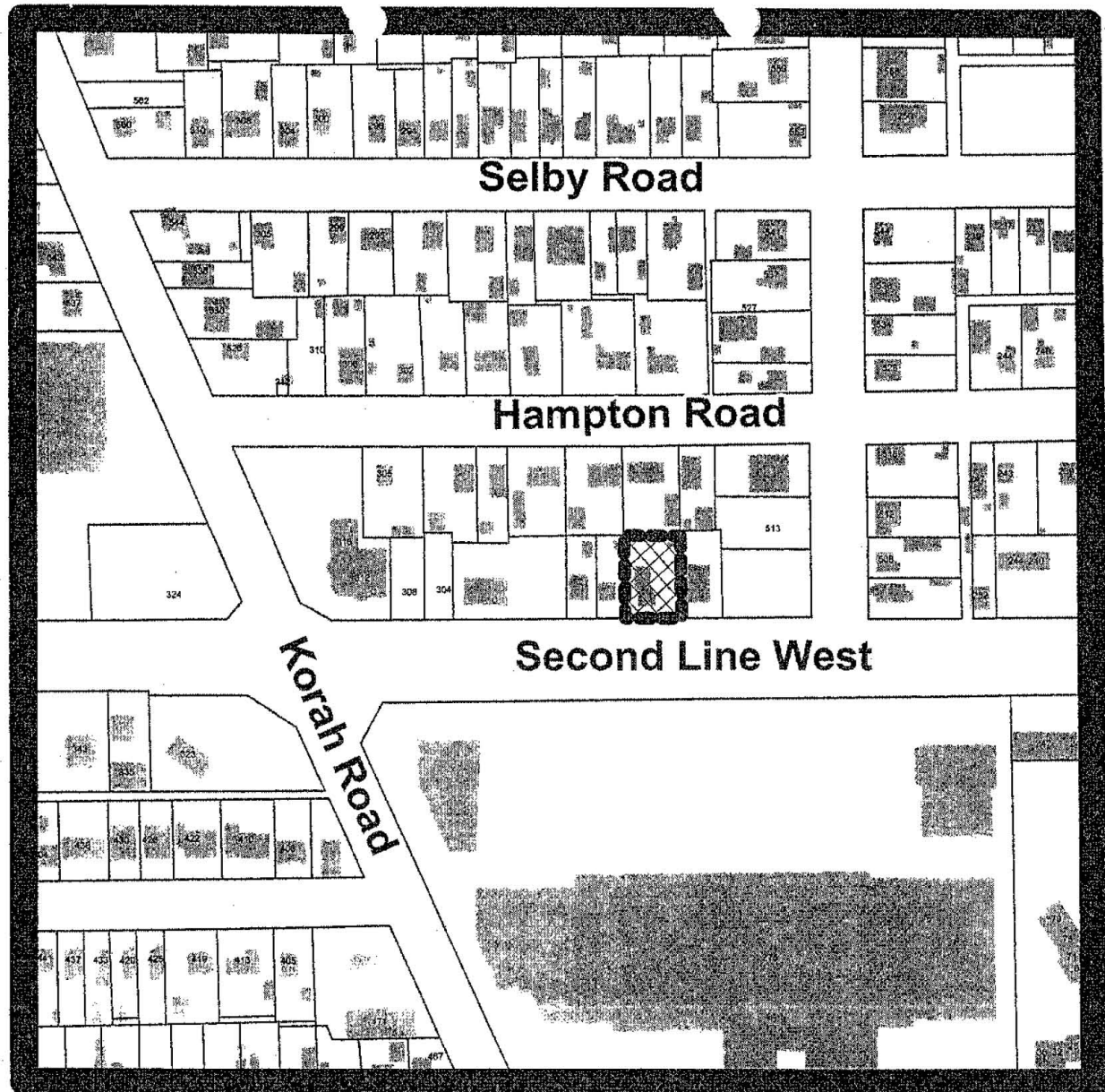
THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all **AND** if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

MAYOR - DEBBIE AMAROSO

CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2011-144 OF THE CORPORATION OF THE CITY
OF SAULT STE. MARIE BE PASSED IN OPEN COUNCIL THIS 15TH DAY OF
AUGUST, 2011



SUBJECT PROPERTY MAP

Planning Application A-16-11-Z

282 SECOND LINE WEST

Legend



Subject Property = 282 2nd Line W



Subject Property = 282 2nd Line W

Maps
80 & 1-90

Mail Label ID
A-16-11-Z

Metric Scale
1 : 2000



June 2011

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-149

DEVELOPMENT CONTROL: A by-law to designate the lands located at 817A Third Line East BLOCK 1 an area of site plan control (Sal-Dan Developments).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to Section 41 of the Planning Act, R.S.O. 2000, chapter P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director and in his absence to the Junior Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the Planning Act as amended, for the lands more particularly described in Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the Planning Act and the Municipal Act.

5. **EFFECTIVE DATE**

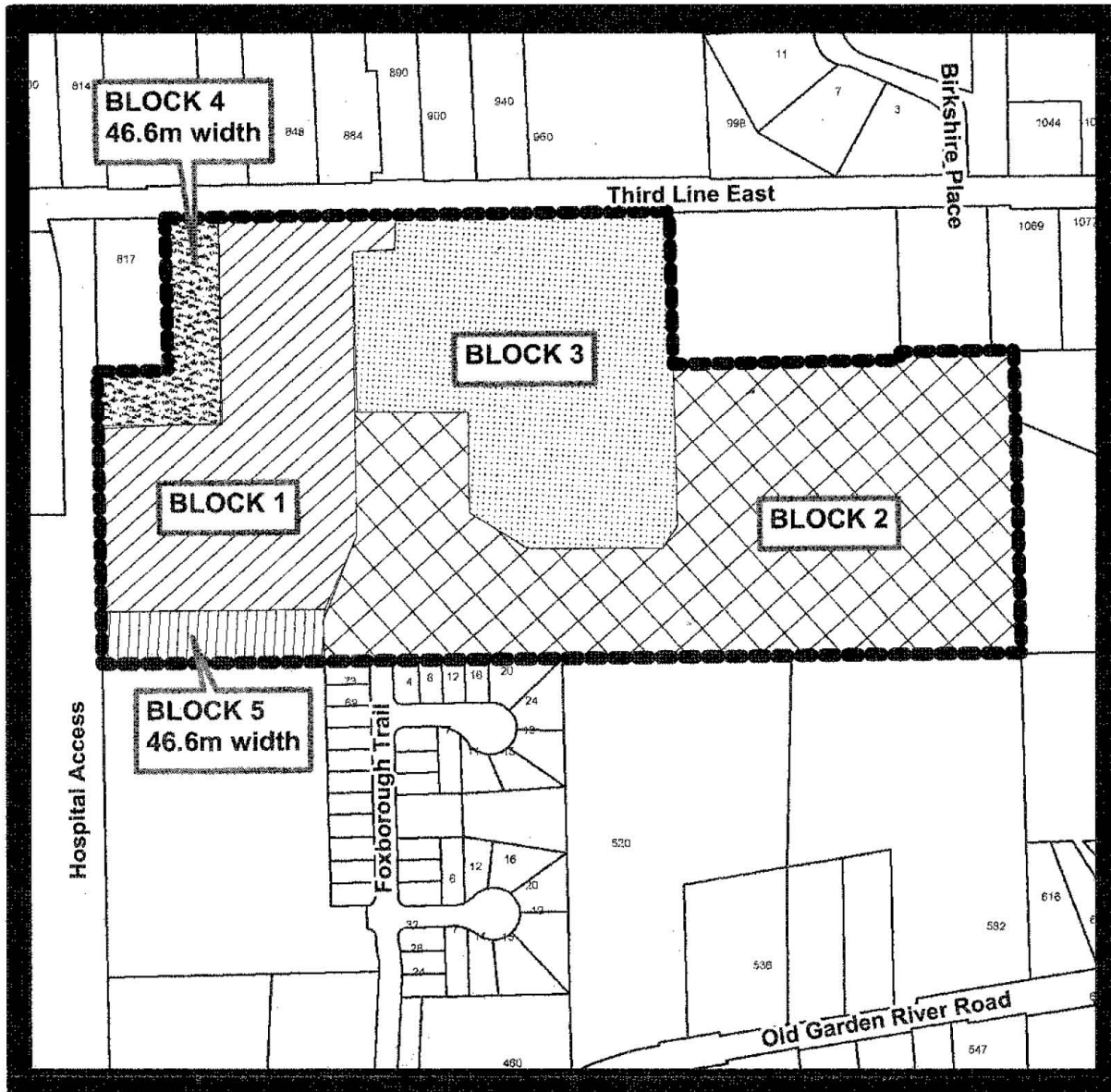
This by-law takes effect from the date of its final passing.

PASSED in Open Council this 15th day of August, 2011.

MAYOR -DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2011-149 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE PASSED IN OPEN COUNCIL THIS 15TH DAY OF AUGUST, 2011.



SUBJECT PROPERTY MAP
817A THIRD LINE EAST

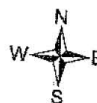
**Planning Application
A-4-11-Z**

Maps
100 & 1-114

Metric Scale
1 : 4800

July, 2011

- SUBJECT AREA - 817A THIRD LINE E**
-  BLOCK 1 = R4 Special Exception 255 Amended
-  BLOCK 2 = R3
-  BLOCK 3 = R3
-  BLOCK 4 = R3 Special Exception
-  BLOCK 5 = R3 Special Exception



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-151

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 180 to the Official Plan (Sar-Gin Developments).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 21 of the Planning Act, R.S.O. 2000, chapter P.13 and amendments thereto, ENACTS as follows;

1. The Council hereby adopts Amendment No. 180 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.

PASSED in open Council this 15th day of August, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

staff/cf/zoning/OP,Zoning,DC special/2011-151

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CITY SOLICITOR

10(g)

**AMENDMENT NO. 180
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 Commercial designation.

LOCATION:

Plan H744 Lot 13 PT RCP RP 1R7274 Part 3, located on the west side of Great Northern Road approximately 95m south of it's intersection with Drive In Road. Civic no. 671, 671A & 683 Great Northern Road.

BASIS:

This Amendment is necessary in view of a request to permit unlimited medical office space upon the subject property.

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:

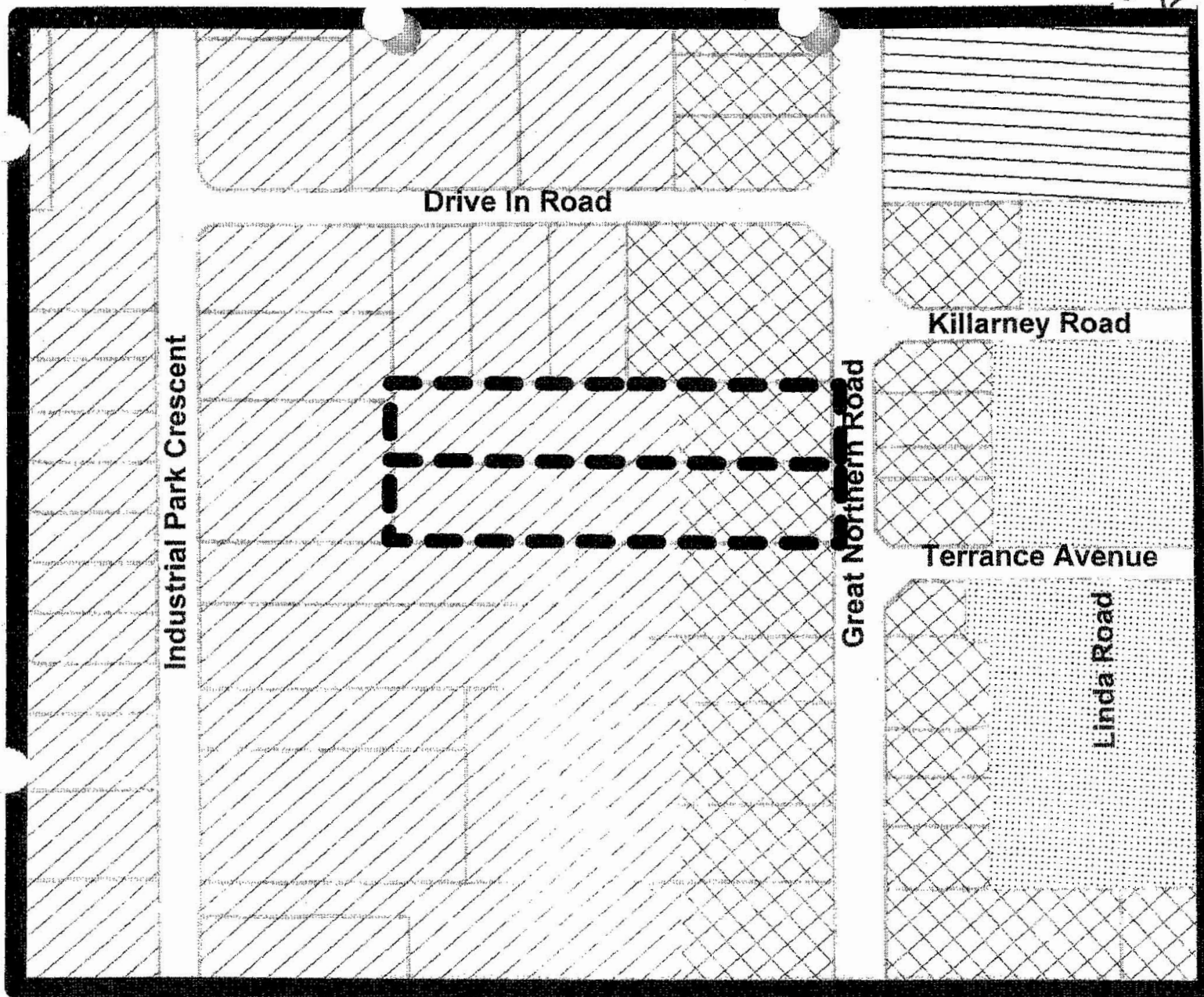
"Special Exceptions"

122. Notwithstanding the Commercial policies of the Official Plan, Plan H744 Lot 13 PT RCP RP 1R7274 Part 3, located on the west side of Great Northern Road approximately 95m south of it's intersection with Drive In Road. Civic no. 671, 671A & 683 Great Northern Road may be used for medical offices. More specifically, medical offices will not be counted towards the maximum allowable office space upon the subject properties.

INTERPRETATION:

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

10(9)



OFFICIAL PLAN MAP

APPLICATION NO: A-15-11-Z-OP

671 & 683 GREAT NORTHERN ROAD



Subject Property = 671-683 Great Northern Road

Official Plan

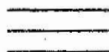
Land_Use_Designation



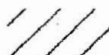
Residential



Commercial

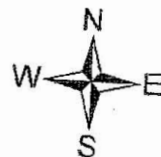


Institutional



Industrial

OPA 180



Metric Scale
1 : 3500

Maps
98 & 1-112

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-147

PROPERTY ACQUISITION: (P.4.5.374) a by-law to authorize the City's acquisition of the property known as Hamilton Avenue Park from Robert MacRae in Trust.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, C. 25, **ENACTS** as follows :

1. **PROPERTY ACQUISITION**

The Corporation shall acquire the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto, subject to the following conditions:

- (A) the Corporation of the City of Sault Ste. Marie shall agree to maintain the property as a civic park and the property will never be developed either residentially or commercially;
- (B) the Corporation of the City of Sault Ste. Marie shall agree to be responsible for all costs with respect to taxes, maintenance, insurance and conveyancing costs relating to the property;
- (C) the Corporation of the City of Sault Ste. Marie shall agree to be responsible for maintenance of the property and equipment as a City Park.

2. **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 all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 15th day of August, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da/Bylaws 2011/2011-147 Property Acquisition Hamilton Park.doc

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CITY SOLICITOR

SCHEDULE "A" TO BY-LAW 2011-147

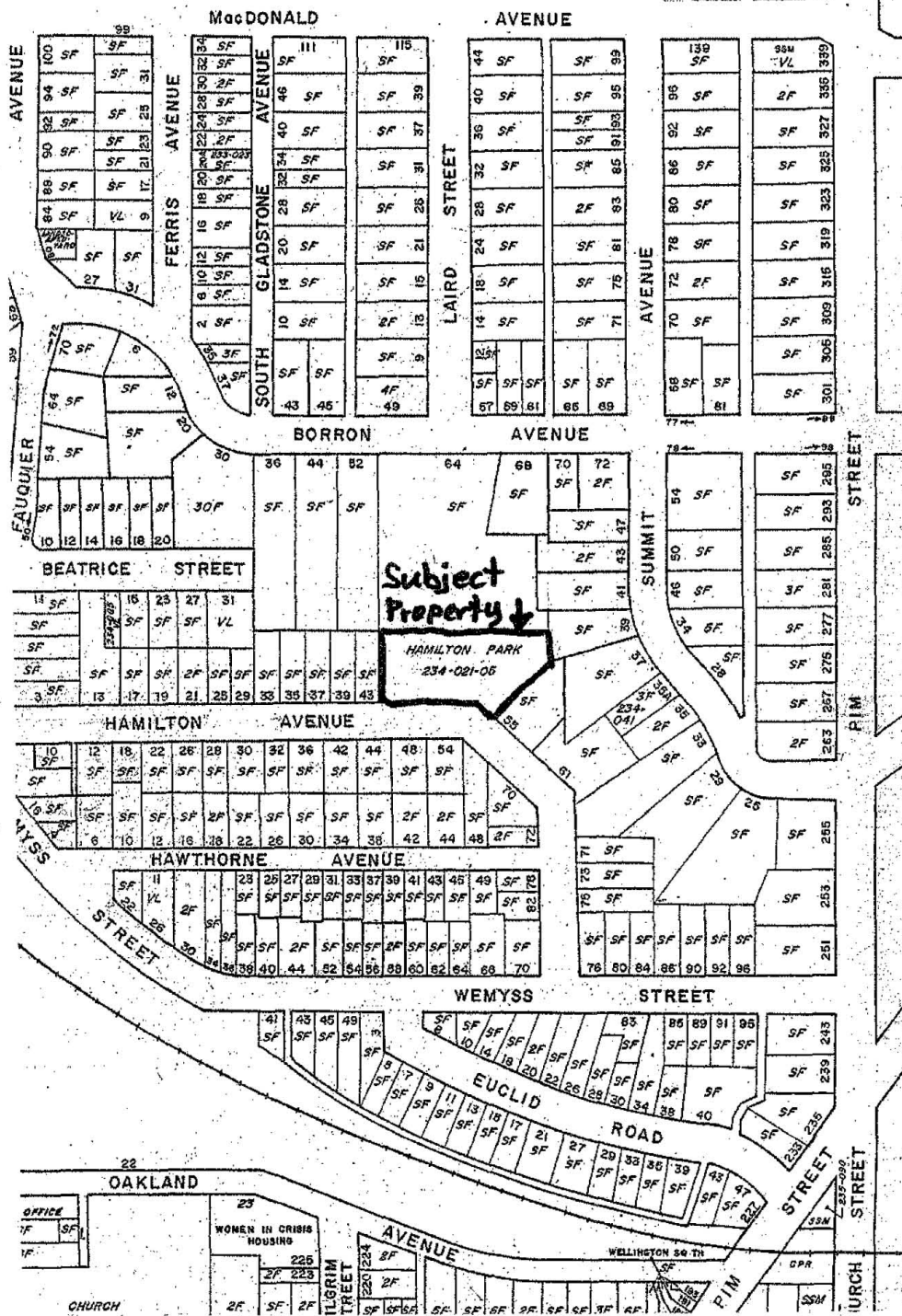
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: ROBERT MACRAE IN TRUST

ADDRESS: Hamilton Avenue Park
 Legally described as PIN 31545-0258 (LT)
 PT E.B. BORRON BLOCK PL 214 ST. MARY'S
 PT 1-4 1R8713; SAULT STE. MARIE

CONSIDERATION: \$1.00
 (subject to usual adjustments)

Part of Map 18



10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-150

STREET ASSUMPTION: (S.2.3) a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 11(1) and 31(1) of the Municipal Act, S.O. 2001, c.25 thereto ENACTS as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The streets or parts of streets more particularly described in Schedule "A" to this by-law are hereby established as public streets and are assumed for public use.

2. **SCHEDULE "A"**

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

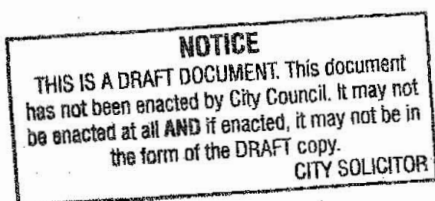
3. **EFFECTIVE DATE**

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

PASSED in open Council this 15th day of August, 2011.

MAYOR - DEBBIE AMAROSO

CLERK - MALCOLM WHITE



SCHEDULE "A" TO BY-LAW 2011-150

1) BRUCE STREET

PIN 31544-0453 (LT)
PT SEC 6 ST. MARY'S SRO, PT RDAL BTN SEC 6 & LT 12 CON 3
ST. MARY'S SRO CLOSED BY X380 PT 7 1R12020;
SAULT STE. MARIE

2) GOULAIS AVENUE

PIN 31593-0550 (R)
PT LT 1 RCP H730 KORAH PT 1 1R9014; SAULT STE. MARIE

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-155

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Queen Street East from Bruce Street to Dennis Street on September 16, 2011 to facilitate the Walk of Fame Ceremony.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

Council hereby authorizes the closing to vehicular traffic of Queen Street East from Bruce Street to Dennis Street on September 16, 2011 from 2:30 p.m. to 4:30 p.m. to facilitate the Walk of Fame Ceremony.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 15th day of August, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Bylaws\2011\2011-155 Temp. St. Closing Queen St East

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CITY SOLICITOR

10(K)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-146

TRAFFIC: (T.2.1.) A by-law to amend Schedule "A" of Traffic By-law 77-200 regarding Willow Avenue.

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 Traffic By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
Willow Avenue	East	46m north of McNabb St	North extent of Civic 34	0800 hrs to 1800 hrs Monday-Friday Holidays exempt

2. **EFFECTIVE DATE**

This by-law is effective on the day of its final passing.

PASSED in Open Council this 15th day of August, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/staff/trafficby-laws/2011-146

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-143

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 282 Second Line West. (Pulente).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act, R.S.O. 2000, chapter P.13 and amendments thereto, ENACTS as follows:

1. **282 SECOND LINE WEST; LOCATED ON THE NORTH SIDE OF SECOND LINE WEST, APPROXIMATELY 120m EAST OF ITS INTERSECTION WITH KORAH ROAD; CHANGE FROM R2 TO CT2.S**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-90 of Schedule "A" to Zoning By-law 2005-150, is changed from R2 (Single Detached Residential) zone to CT2.S (Commercial Transitional) zone with a "special exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(305) and heading as follows:

"2(305) 282 Second Line West

Despite the provisions of By-law 2005-150, the lands located on the north side of Second Line West, approximately 120m east of its intersection with Korah Road, and having Civic No. 282 Second Line West and marked "subject property" on the map attached as Schedule 305 hereto is changed from R2 (Single Detached Residential) zone to CT2.S (Commercial Transitional) zone with a "special exception" subject to the following special condition:

1. That the buffering requirements along the west lot line, between the front lot line and the northwest corner of the building be waived.

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 15th day of August, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

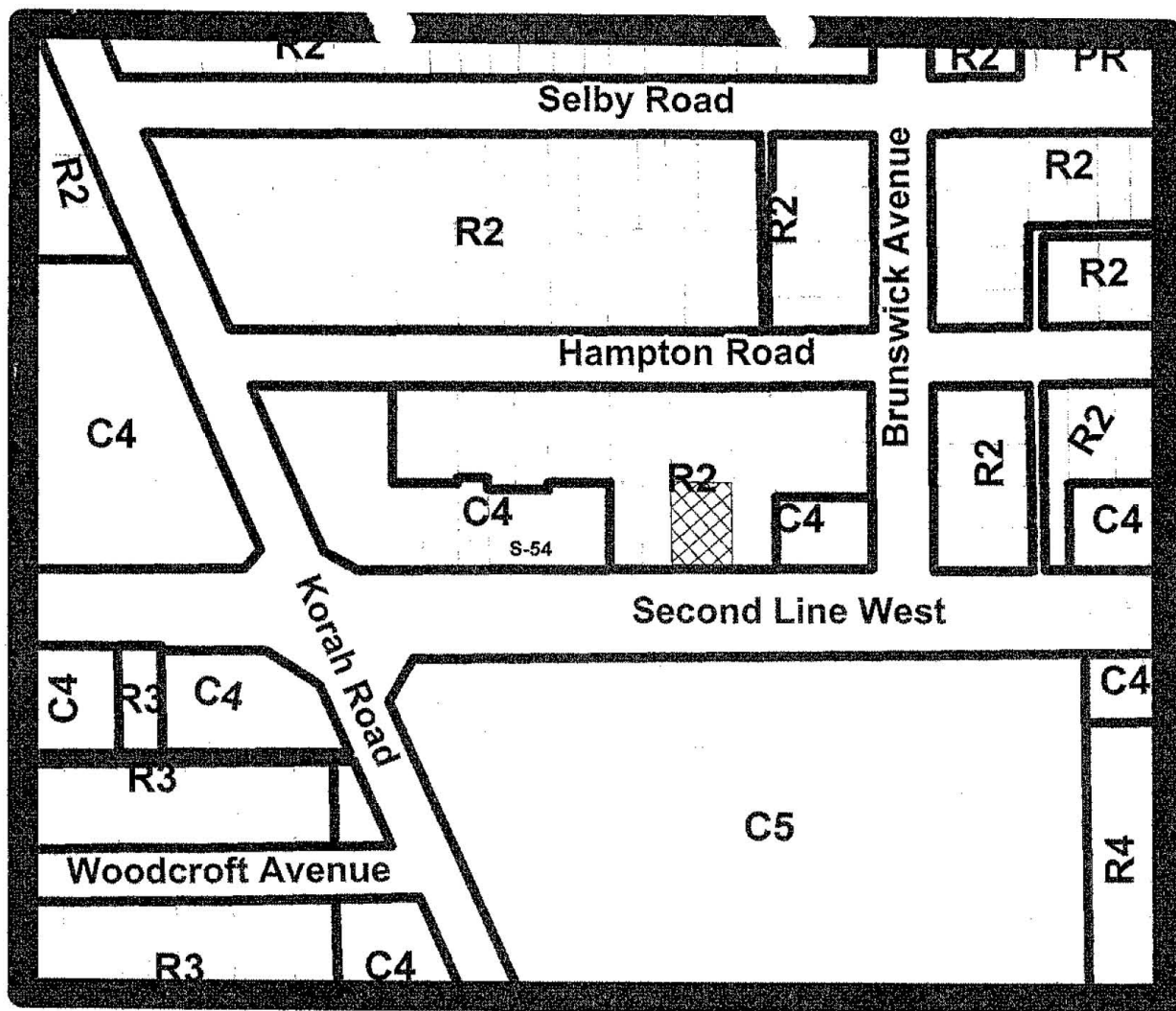
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CITY SOLICITOR

da/staff/zoning/bylaw 2011-143

SCHEDULE "A" TO BY-LAW 2011-143 AND SCHEDULE 305 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE BE PASSED IN OPEN COUNCIL THIS 15TH DAY OF AUGUST, 2011.



EXISTING ZONING MAP

282 SECOND LINE WEST

Planning Application
A-16-11-Z



Subject Property = 282 2nd Line W



R2 - Single Detached Residential Zone



R3 - Low Density Residential Zone



C4 - General Commercial Zone



C5 - Shopping Centre Zone

S-No. = Special Exception Zoning



Maps
80 & 1-90

Mail Label ID
A-16-11-Z

Metric Scale
1 : 2000

June 2011

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-148

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 817A Third Line East (Sal-Dan Developments).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act, R.S.O. 2000, chapter P.13 and amendments thereto, ENACTS as follows:

1. **817A THIRD LINE EAST; LOCATED ON THE SOUTH SIDE OF THIRD LINE EAST APPROXIMATELY 840m EAST OF ITS INTERSECTION WITH GREAT NORTHERN ROAD; BLOCK 1 CHANGE FROM R2, R3, R4 AND R4S TO R4S; BLOCK 2 CHANGE FROM R2 AND R4 TO R3; BLOCK 4 CHANGE FROM R2 TO R3S AND BLOCK 5 FROM R2 AND R4S TO R3S.**

The zone designations on the lands described in Section 2 of this by-law, which lands are shown on Map 1-114 of Schedule "A" to Zoning By-law 2005-150, are changed as follows: BLOCK 1 from R2 (Single Detached Residential) zone, R3 (Low Density Residential) zone, R4 (Medium Density Residential) zone and R4S (Medium Density Residential) zone with a "Special Exception" to R4S (Medium Density Residential) zone; BLOCK 2 from R2 (Single Detached Residential) zone and R4 (Medium Density Residential) zone to R3 (Low Density Residential) zone; BLOCK 4 from R2 (Single Detached Residential) zone to R3S (Low Density Residential) zone with a "Special Exception"; and BLOCK 5 from R2 (Single Detached Residential) zone and R4S (Medium Density Residential) zone with a "Special Exception" to R3S (Low Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(306) and heading as follows:

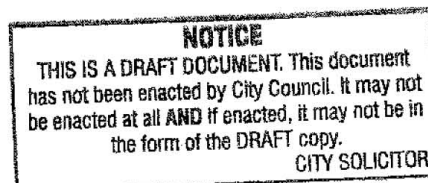
"2(306) 817A Third Line East

Despite the provisions of By-law 2005-150, the lands located on the south side of Third Line East, approximately 840m east of its intersection with Great Northern Road, and having Civic No. 817A Third Line East and marked "subject property" on the map attached as Schedule 306 hereto is changed as follows: BLOCK 4 from R2 (Single Detached Residential) zone to R3S and BLOCK 5 from R2 (Single Detached Residential) zone and R4S (Medium Density Residential) zone with a "Special Exception" to R3S (Low Density Residential) zone with a "Special Exception" subject to the following conditions:

1. that the uses be limited to:

- a) Single Detached Residential,
- b) Semi-detached Residential,
- c) Duplex Dwelling,
- d) Bed and Breakfast,
- e) Home based Business and
- f) Accessory uses.

2. that on BLOCK 4 the resulting lots and buildings be oriented in a manner that rear yards are adjacent to 817 Third Line East.



SCHEDULE "A" TO BY-LAW 2011-148 AND SCHEDULE 306 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE PASSED IN OPEN COUNCIL THIS 15TH DAY OF AUGUST, 2011.



July, 2011

- SUBJECT AREA - 817A THIRD LINE E**
- | | |
|--|--|
|  | BLOCK 1 = R4 Special Exception 255 Amended |
|  | BLOCK 2 = R3 |
|  | BLOCK 3 = R3 |
|  | BLOCK 4 = R3 Special Exception |
|  | BLOCK 5 = R3 Special Exception |

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-152

ZONING: A by-law to amend Sault Ste. Marie Zoning By-Laws 2005-150 and 2005-151 concerning lands located at 671 Great Northern Road, 671A Great Northern Road and 683 Great Northern Road (Sar-Gin Developments).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act R.S.O. 2000, Chapter P.13 and amendments thereto ENACTS as follows:

1. **671, 671A & 683 GREAT NORTHERN ROAD LOCATED ON THE WEST SIDE OF GREAT NORTHERN ROAD APPROXIMATELY 94M SOUTH OF ITS INTERSECTION WITH DRIVE IN ROAD; CHANGE AREA 1 FROM HZ.S TO HZ.S WITH AN AMENDED SPECIAL EXCEPTION**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on map 98 & 1-112 of Schedule "A" to Zoning By-law 2005-150 is changed from HZ.S (Highway) zone with a "Special Exception" to HZ.S (Highway) zone with an amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by replacing subsection 2(215) and its heading with the following:

"2(215) 671, 671A & 683 GREAT NORTHERN ROAD

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Great Northern Road approximately 94m south of its intersection with Drive In Road, civic number 671, 671A & 683 Great Northern Road and marked subject property on map attached as Schedule 215 hereto is changed from HZ.S (Highway) zone with a "Special Exception" to HZ.S (Highway) zone with a "Special Exception" to exclude medical and ambulatory health care offices from the allowable 30% limit for office space."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 180.

PASSED in Open Council this 15th day of August, 2011.

NOTICE

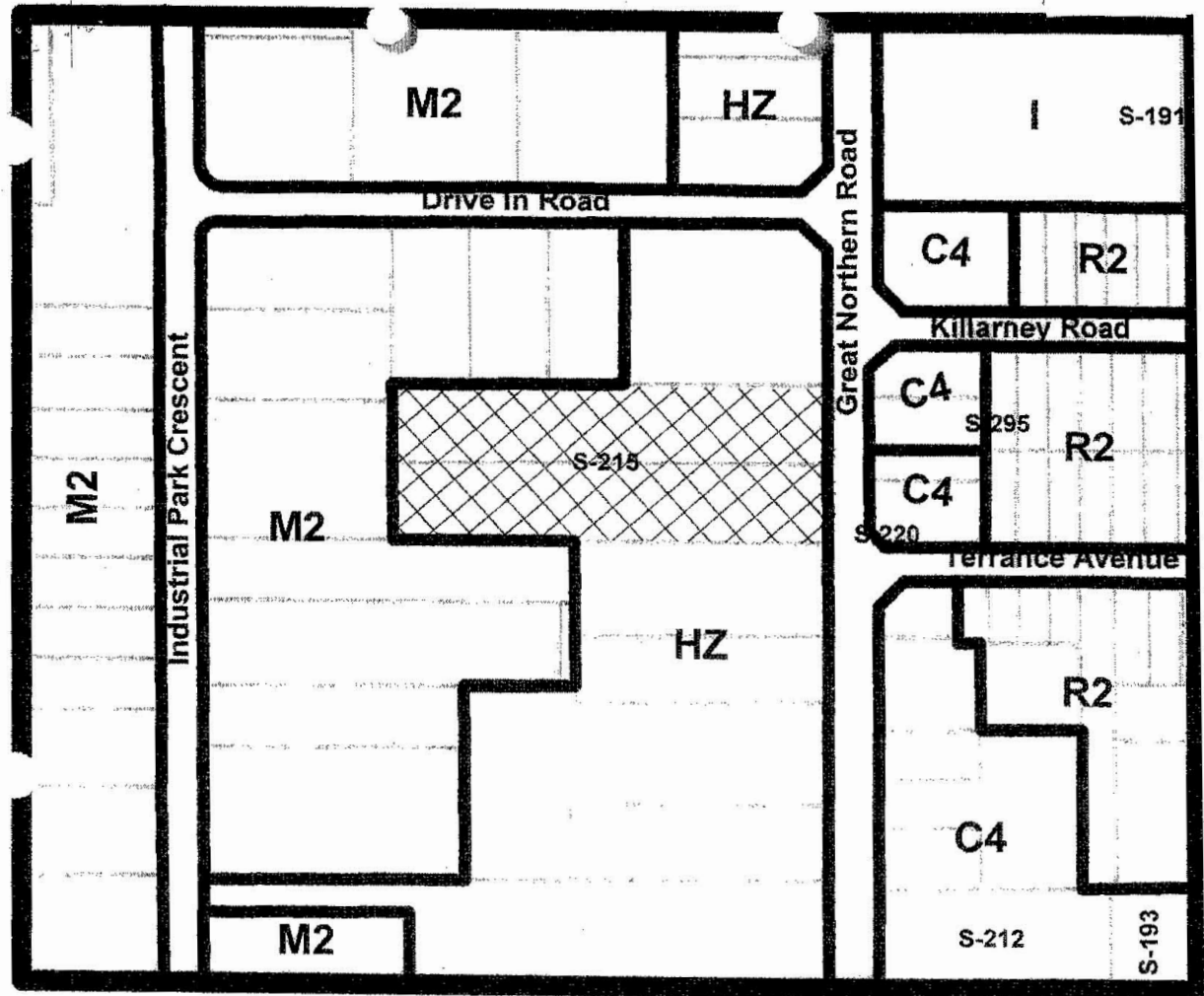
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CITY SOLICITOR

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2011-152 AND SCHEDULE 215 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, PASSED IN OPEN COUNCIL THIS 15th DAY OF AUGUST, 2011.



EXISTING ZONING MAP

APPLICATION NO: A-15-11-Z-OP
671 & 683 GREAT NORTHERN ROAD

Subject Property = 671-683 Great Northern Road

R2 - Single Detached Residential Zone

C4 - General Commercial Zone

HZ - Highway Zone

M2 - Medium Industrial Zone

I - Institutional Zone

S-No = Special Zoning Bylaw 2005-151



Metric Scale
1 : 3500

Maps
98 & 1-112



City of Sault Ste. Marie#

Corporate Strategic Plan# 2011-2014#

August 15, 2011

Vision Statement

(the future of the City)

“The Corporation will be a leader in the provision of efficient, affordable and quality services supporting a progressive and sustainable community”

Mission Statement

(what the City does)

“To provide quality and cost-effective municipal services in a responsible and supportive manner.

Corporate Values

Integrity and honesty

We will demonstrate honesty, sincerity and fairness in carrying out our responsibilities.

Accountability and transparency

We will be accountable to our citizens and transparent in our decision-making processes.

Commitment to citizens and the community

Putting people first is a hallmark of success. We are committed to working together to provide inclusive and accessible services to protect, support and enrich quality of life in our community.

Respect and appreciation of employees

We will strive to create an environment where all employees share a common purpose and direction. We value energized and enthusiastic employees who make the most effective use of available physical and financial resources to deliver the best possible service.

Fiscal responsibility

We will manage municipal finances in a responsible and prudent manner to provide quality and affordable services. We pursue best practices to lower costs and ensure best value in service delivery.

Environmental stewardship

We will use resources wisely to maintain and create a livable city for future generations, minimizing the footprint of our activities on the environment.

Strategic Directions

Developing Solid Infrastructure

Environmental Leadership
Transportation Network Improvements
Property Management and Development

Delivering Excellent Services

Communications
Process Improvement
Leadership and Staff Development
Technological Innovation

Enriching Our Lives

Recreational/Cultural Infrastructure
Planning for the Future

Strategic Direction 1: Developing Solid Infrastructure
Objective 1A – Environmental Leadership

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Solid waste management implementation •Bio-solids management study (awaiting provincial compost guidelines) •EA for solid waste disposal	Underway	Underway	Reduction in waste/refuse Increased waste disposal capacity	D. Elliott	Engineering, PUC, PWT, Consultants	\$12 million \$750,000
West End Sewer Investigative Study •Upgrades to west end sewage plant •Infiltration elimination/reduction	Underway	Underway	Improved wastewater quality and operations Reduce by-passes and overflows to river Reduce costs	D. Elliott	Engineering, PUC, PWT, Consultants	\$120,000 \$100,000 annually
Implement SCADA system to monitor operations of waste water facilities •System construction/installation and commissioning •System improvements (check valves, removal of overflows)	Underway	2011	Improved operations and communications	D. Elliott	Engineering, PUC, PWT, Consultants	\$500,000
Rehabilitation of aqueducts/open channels •Fort Creek •Central Creek	2012 2012	2018 2015	Improved stormwater management Extend life of flood control facilities	D. Elliott	Engineering, PUC, PWT, Consultants, Conservation Authority	\$20 million
Review sanitary sewer construction – sewers not associated with roadways	Underway	Ongoing	Reduce infiltration, replace deficient sewers	D. Elliott	Engineering	\$100,000 / annually

Strategic Direction 1: Developing Solid Infrastructure
Objective 1A – Environmental Leadership

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Reconstruction of pumping stations			Upgrade/replace aging sanitary pump stations	D. Elliott	Engineering	\$2.5 million
•Lake Street	2011	2012			PWT	
•McGregor Avenue	2011	2012	Reduce overflows		Consultants	
•Industrial Court "A"	2012	2014				
•Tallack Boulevard	2012	2014				
•Pine Street	2012	2014				
Underground fuel tank replacement			Reduce liability			
•Fire – Station 1	2011	2011		J. St. Jules	Fire	\$60,000
•Cemetery	2011	2011		J. King	Cemetery	\$70,000
•PWT (Sackville)	2012	2012		L. Girardi	PWT	\$135,000

Strategic Direction 1: Developing Solid Infrastructure
Objective 1B– Transportation Network Improvements

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Environmental Assessments for:						
•Great Northern Road – Second Line/Third Line	Underway	2012	Improved pedestrian and vehicular traffic flow	D. Elliott	Engineering, Consultants	\$50,000
•Third Line East and Black Road – hospital to Second Line	Underway	2012				\$55,000
•Second Line – Old Garden River to Black Road	Underway	2012				\$50,000
•Northern Avenue	2014	2015				\$50,000
Connecting link reconstruction						
•Miscellaneous resurfacing	Underway	Ongoing	Improved pavement surface	D. Elliott	Engineering, Consultants	\$2 m annually
•Root River bridges (Gt. Northern)	2011	2011	Extend longevity			\$2.8 million
McNabb/South Market connection	Underway	2011	Improved traffic flow at McNabb/ Boundary/ Adeline	D. Elliott	Engineering, Consultants	\$7 million
Pine Street extension – Northern Avenue to Second Line						
•Phase 1 – road construction	2011	2011	Improved traffic flow meets Master Traffic Plan objective	D. Elliott	Engineering, Consultants	\$4 million
•Phase 2 – intersection with Second Line	2012	2012				
Third Line extension	Underway	2011	Improved traffic flow meets Master Traffic Plan objective	D. Elliott	Engineering, Consultants	\$14 million
Capital Works Road Reconstruction						
•John Street – Wellington to Elm	2011	2013	Improved longevity of infrastructure	D. Elliott	Engineering, Consultants	\$11 million annually
•Queen Street – Pim to Simpson	2012	2013				
•Euclid Road – Wemyss to Pim	2012	2013				
•Glenholme Drive/Arthur Street	2011	2012				
•White Oak Drive – North to John	2012	2013				

Strategic Direction 1: Developing Solid Infrastructure
Objective 1B– Transportation Network Improvements

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Bridge improvements for: •Base Line #14 and #15 •Town Line #12 and #13 (all shared with Prince Township) Preliminary design Construction	2011	2012 2015	Improved longevity Removal of load restrictions (shared with Twp. of Prince)	D. Elliott	Engineering, Consultants, Prince Twp.	\$4 million
Winter maintenance – additional streets	2012	2012	Review and report to Council with respect to added costs to provide winter maintenance to new and/or widened or extended streets	L. Girardi	PWT	
Improved transportation systems – assume lead role as transportation hub for Northern Ontario (Northern Ontario Growth Plan) •Rail •Harbour •Air	2011 2011 2011	2014 2014	Monitor implementation of capital improvement approved in 2010 Shipping access to expedite ingress of raw materials and egress of finished products (SSM and Northern Ontario) Improve air service	J. Fratesi Transportation Committee Air Services Committee	EDC, Consultant Essar Ports	\$200,000
Transportation master plan update	2012	2012	Transportation master plan for capital forecasting	D. Elliott	Engineering, Consultants, PWT	\$200,000

Strategic Direction 1: Developing Solid Infrastructure
Objective 1C – Property Management and Development

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
PWT Equipment Program Review •adding public works, landfill and cemetery equipment needs to 10 year capital •review credit system	2010	2011	Report with recommendations for financing equipment renewal/ replacement	S. Schell L. Girardi, M. Blanchard, M. Pinder, J. King	J. Bruzas, Finance, PWT	
Transit •Replace one parabus •40-foot transit bus (annually)	2011	ongoing	Transit vehicles replaced on a managed timeline	L. Girardi D. Scott B. Freiburger	J. Bruzas, PWT, Finance, AAC	\$100,000 \$500,000
PWT – parts for vehicles – transit addition	2010	2012	Budget for increasing costs of replacement parts	B.Freiburger L.Girardi M.Blanchard J.Bruzas	PWT, Finance	\$150,000
Fire – replace 55’ Quint (pumper/aerial apparatus)	2013	2014	Replace 20-year-old apparatus in compliance with insurance underwriter's guidelines	M. Provenzano, J. St. Jules, F. Brescacin		\$812,000
Corporate fuel adjustment	2012	2012	Mitigate volatile fuel prices	L. Girardi	PWT Finance	\$300,000
Civic Centre •Flooring upgrade •Council Chambers refresh (A/V etc.) •Service elevator upgrade •Window replacement	Underway 2012 2013 2013	2013 2012 2013 2013	Building upgrades to maintain integrity and contain utility costs	J. Dolcetti R. Caron	Engineering Clerk's	\$120,000 \$100,000 \$180,000 \$500,000

Strategic Direction 1: Developing Solid Infrastructure
Objective 1C – Property Management and Development

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Fire					Fire Services	
•Roof replacement – Station 4	Underway	2011	Eliminate leaks and protect building and contents	M. Provenzano, J. St. Jules		\$470,000
•Lighting fixture upgrades Stations 1, 2, 3	Underway	2011	Energy cost savings, reduce carbon footprint	J. St. Jules		\$12,000
•Direct capture exhaust systems Stations 2, 3	Underway	2011	Improved health and safety	M. Provenzano, J. St. Jules		\$68,000
•Station 1 office reconfiguration	2012	2012	Optimize efficiency	M. Provenzano J. St. Jules		\$17,000
•Resurface parking lot – Station 1	2012	2013	Improved appearance, eliminate trip hazards	J. St. Jules		\$250,000
•Electronic fuel card lock dispensing system	2013	2013	Enhanced tracking system to improve operational efficiencies	J. St. Jules		\$50,000
PWT				L. Girardi M. Blanchard	PWT/Finance	
•Admin building energy retrofit – HVAC	2012	2012	Improved energy conservation			\$32,000
•Lighting retrofit	2011	2011	Improved energy conservation		Green	\$85,000
•Shop exhaust	2011	2011	Improved health and safety		Green	\$90,000
•Overhead doors	2012	2012	Replace 26 wooden overhead doors			\$130,000
•Equipment storage garage	2013	2014	Expand equipment storage facility			\$550,000
•Sand storage	2014	2014				\$550,000
Fencing east side landfill site	2011	2012	To provide site security	M. Pinder	PWT	\$250,000
Cemetery – Mausoleum Phase XIII	2011	2012		J. King	PWT	\$600,000

Strategic Direction 1: Developing Solid Infrastructure
Objective 1C – Property Management and Development

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Transit – Replace roof – vehicle storage building (Huron Street)	2013	2014	Maintain building integrity	D. Scott	Transit	\$550,000
Downtown development initiative •Part 1 •Part 2	Underway 2011	2011	Revitalization of downtown area Report to Council identifying potential next steps	D. McConnell, S. Turco, AAC, Downtown Assoc.	Planning Downtown Ass'n	\$228,000

Strategic Direction 2: Delivering Excellent Services
Objective 2A – Communications

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Council-to-Council communications	Underway	2011	Review technology and report to Council outlining potential tools available	Clerk's	Clerk's	
•Electronic bulletin boards; blogs; mass e-mail				IT	Legal	
External corporate communications strategy			Improved accessibility	Clerk's	Clerk's, IT	\$25,000
•Citizen satisfaction survey and other methods to receive client/stakeholder input i.e. Internet surveys, feedback forms	2012	2013	Integrate with website refresh			
•Blogs, Internet forums	2011	2011	Report with respect to impact, recommendations			
•Social networking – Facebook, Twitter	2011	2012	Dissemination of news releases, corporate information			
Electronic message board for employees: safety notices; new employees, social event reminders, OMERS updates, etc.	Underway	Dec-11	Expansion of Intranet	IT	Clerk's, IT	
Improved communications /relationships with employees			Ease of access	IT	Clerk's , IT	
•Communication of policies and procedures to staff	Underway	Dec. 2011	Encourage expanded use of corporate Intranet		Human Resources	

Strategic Direction 2: Delivering Excellent Services
Objective 2B – Process Management

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Review of corporate programs and services on a departmental basis to ensure effective and efficient delivery	Underway	2014	Improved efficiencies Cost savings	Finance Committee, J.Fratesi	Finance J.Fratesi	
•Transit operational review	2011	2011		D. Scott		
Customer service/Best Practices	Underway	2014	Improved customer service, adoption of best practices	J.Fratesi	All Departments	
•Pilot projects to be undertaken by each department annually to improve service						
Corporate records management review			Update/revision of by-law and review of records management issues	Clerk's IT	All Departments	
•New records retention by-law	2011	2012				
•Document management system	2012	2012				
Framework for annual department/division operations plans to link with strategic plan, performance evaluation system and budget process – template for reporting, tracking	2011	2012	Consistent planning across the corporation Increased productivity and accountability	J.Fratesi SMT	J.Fratesi SMT	
Succession planning	Underway	2011	Updated report to Council concerning succession planning issues	J. Luszka		
Staff training plans to address specific training needs on a departmental basis			Assessment and analysis of individual training needs within departments	All Departments	Human Resources	

Strategic Direction 2: Delivering Excellent Services
Objective 2C – Leadership and Staff Development

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Develop and implement annual employee and management development training to include: •Customer service excellence - Ontario Municipal Management Institute workshops - AMCTO workshops •Health and safety for supervisors •Excellence Canada (formerly NQI) •Web-based corporate training calendar •In-house policy/procedure training - Legal issues (facility liability, risk management, etc.) - Workshops to update staff after collective agreements ratified	Fall 2012 as available Fall 2011 2012	Spring 2013 Fall 2011 2012	Knowledgeable workforce Compliance with legislation	Human Resources J. Luszka	R. Dewar R. Tyczinski Legal Human Resources	Additional staff \$100,000

Strategic Direction 2: Delivering Excellent Services
Objective 2C – Leadership and Staff Development

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Wellness program	2012	2013	Establishment of parameters of a program for employees to address health promotion; disease prevention/ management; then implementation	J. Luszka	SMT R. Dewar	\$80,000 (annually)
Healthy Workplace initiatives (NQI) •Physical exercise options available to staff •Employee recognition programs (e.g. perfect attendance •Inspire camaraderie	2011	2012	Analyze existing data and establish plan to address identified issues	J. Luszka	SMT R. Dewar R. Tyczinski	

Strategic Direction 2: Delivering Excellent Services
Objective 2D – Technological Innovation

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Council administration software (electronic agendas, etc.)	Sept. 2011	Dec. 2012	Increased accessibility to staff and public Standardization Cost savings of up to \$16,000/year	M.White R.Tyczinski	IT, Clerk's, Legal	Software \$10,000 to \$15,000 Hardware \$50,000
Election technology review – Election 2014	2013	2014	To ensure most efficient and appropriate use of technology	M. White	IT, Clerk's	
Webstreaming – Council meetings	Underway	Spring 2012	Increased access to meetings Better archiving capabilities	M.White R.Tyczinski	IT, Clerk's	\$75,000
Refresh website Electronic filing, e-commerce	Jan 2012	Spring 2012	Enhanced capabilities (e-commerce, virtual City hall) Report to Council with respect to extent of improvements and costing (i.e. additional staff, etc.)	F.Coccimiglio L.Ballstadt	IT, Clerk's	\$40,000
Phone system upgrade, VOIP – investigate VOIP technology as alternative to traditional phone system	Underway	June 2012	Ensure most cost effective and up-to-date technology with minimal capital cost	R. Caron	IT	

Strategic Direction 3 : Enhancing Quality of Life
Objective 3A – Recreational/Cultural Infrastructure

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
West End Community Centre – Construction •Phases 1 and 2 •Phase 3 – Rehabilitation/reconstruction of McMeeken Centre	Feb 2011	March 2012	Indoor turf, library Arena, ice surface	N. Apostle	AAC	\$11.3 million gross (\$750,000 grant - \$750,000 loan) \$10 - \$15 m. gross (\$5 to \$10 m net)
Ermatinger-Clergue National Historic Site Discovery Centre •Identify source funding •Construction Drawings (contingent upon funding)	2011 2012	2012 2012	Completed project will include: Visitor Centre, summer kitchen redesign and site accessibility improvements	Historic Sites Board	N.Apostle B.Freiburger AAC	\$4 million
Hub Trail construction (as part of future construction projects) •Fort Creek, Waterfront Walkway •Queen Street •Huron Street	Underway 2013 2014	2011 2013 2014	25 km multi-use trail	D. McConnell	Planning & Engineering PWT, CSD STAC	\$1 million (as part of other contracts)
Implement cycling master plan	Underway	2011	Report to Council identifying next steps now that hub trail is complete	D.McConnell D.Elliott	Planning & Engineering PWT, STAC	Some trail spokes to be completed under Roads capital budget
Seniors Drop-In Centre parking lot	2012	2014	Asphalt surface	J. Cain	AAC	\$75,000 – \$100,000

Strategic Direction 3 : Enhancing Quality of Life
Objective 3A – Recreational/Cultural Infrastructure

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Strathclair Field lighting	2012	2013	Lighting of slo-pitch field “A”	N. Apostle	J. Cain T. Reid / Parks	\$240,000 (\$90,000 committed)
Bellevue Park duck pond	2012	2013	Proper water circulation	M. Lebel	M.Lebel T.Reid	\$150,000

Strategic Direction 3 : Enhancing Quality of Life
Objective 3B – Planning for the Future

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Master Strategy Plan – Parks, Recreation and Culture •Bellevue Park •Dog park •Strathclair •Other municipal parks and recreational properties/facilities	2011	2013	Replace 1986 plan	N. Apostle	J. Cain Cultural Advisory Board PRAC PWT AAC	\$50,000 gross (\$25,000 net)
Implement plan for Community Archaeological Assessment	2011	2011	Adopt municipal policy consistent with provincial requirements	D. McConnell	Steering Com'tee Mun. Heritage Committee Cultural Advisory Board	\$40,000 gross (already funded)
Environmental awareness – reduction in CO2 emissions			Completed action plans and strategies for improved environmental stewardship	M. Zuppa	Green Committee	
•Equipment Renewal – Green Fleet Plan	2010	2012	Identify actions to increase fleet efficiency, reduce fuel consumption	M. Zuppa	Engineering, PWT, Finance, Fire	
•No idling policy	2011	2012	Reduce unnecessary idling of corporate vehicles	J. Dolcetti	All Departments	
•Comprehensive property management plan linked to energy audits	2011	2012	Identify energy efficiency opportunities	J. Dolcetti	Engineering, Finance	
•Corporate energy management plan			Establish targets and identify action items related to energy conservation and demand management	All Departments	All Departments	\$15,000/audit
Report facility energy consumption	2011	2012		M. Zuppa		
Develop three-year conservation plan	2012	2014				
•Energy management software	2011	2012	Monitor, track energy consumption and identify savings opportunities	M. Zuppa	Engineering, IT	\$15,000

Strategic Direction 3 : Enhancing Quality of Life
Objective 3B – Planning for the Future

Activity	Start Date	Completion Date	Results	Lead Role	Resources: People	Resources: Costs (net)
Cultural attractions and activities; tourist attractions (Gateway)	Underway	2011	Feasible development opportunities	EDC Tourism SSM	Panning & Engineering Legal Council	\$5 m NOHFC Private developer? City to recover \$2m in costs
Update industrial land strategy	2012	2012	Review industrial land strategy to ensure adequate supply for future development	Don McConnell EDC	Planning & Engineering, Legal, EDC	
Lobby federal and provincial governments – funding	Underway	Ongoing	Seek funding for City projects	EDC Council CAO	All Departments	
Local immigration partnership plans	2011	2012	Community partnership to develop a range of immigration services to attract and retain new immigrants	D. Krmpotich	IT Social Services	\$150,000 / annually (funded federally) Net cost \$0
Long term municipal housing plan	2011	2012	Housing plan per Ministry of Municipal Affairs and Housing legislation	K.Streich-Poser	R. Cobean D. McConnell	\$75,000 to \$100,000 potential cost sharing w. DSSAB/Province