

AGENDA

REGULAR MEETING OF CITY COUNCIL

2011 09 12

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor P. Mick

Seconder: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2011 08 15 and of the Special Meeting of 2011 08 26 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor B. Watkins

Seconder: Councillor R. Niro

Resolved that the Agenda for 2011 09 12 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Romuald Kwolek will be in attendance concerning proclamation - Terry Fox Run Day and Terry Fox Week.
- b) Marilyn Isaacson, President Branch 25 will be in attendance concerning proclamation – Legion Week.
- c) Lou St. Jules, Public Relations Coordinator will be in attendance concerning proclamation – Elks and Royal Purple Oncology Van Program Week.

- d) Lisé Joyal, President Francophone Centre will be in attendance concerning proclamation Francophone Day.
- e) Bill Durnford, Chair – EDC Gateway Committee will be in attendance to provide Council with an update on the progress of developing a Management Plan and Destination Attraction Development and Business Plan.
- f) Mike Delfre, Canadian Bushplane Heritage Museum will be in attendance concerning agenda item 6.(6)(a).
- g) Dominic Parrella, VP Operations and Engineering, PUC Services Inc. will be in attendance concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

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

Mover: Councillor P. Mick

Second: Councillor R. Niro

Resolved that all the items listed under date 2011 09 12 – Part One – Consent Agenda be approved as recommended.

- a) A letter from the Chair, MPAC Board of Directors concerning the appointment of a new President and Chief Administrative Officer is attached for the information of Council.

b) Council Travel

Mover: Councillor P. Mick

Second: Councillor R. Niro

Resolved that Councillor Lou Turco be authorized to travel to the FONOM Board Meeting and NOBA Awards being held in Sudbury (2 days in September) at no cost to the City and the AMO Board Meeting being held in Toronto (2 days in September) at a cost of \$300. to the City.

c) Staff Travel

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

Mover: Councillor P. Mick

Second: Councillor L. Turco

Resolved that the report of the Chief Administrative Officer dated 2011 09 12 concerning Staff Travel requests be approved as requested.

d) **Tender for Screened Street Sand**

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

Mover: Councillor B. Watkins

Seconder: Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2011 09 12 be endorsed and that the tender for the supply of Screened Street Sand, required by the Public Works and Transportation Department be awarded as recommended.

e) **Tenders for Equipment – Public Works and Transportation Department**

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

Mover: Councillor B. Watkins

Seconder: Councillor R. Niro

Resolved that the Report of the Manager of Purchasing dated 2011 09 12 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.

f) **Tender for Grader and Plow Blades (2011WA20)**

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

Mover: Councillor P. Mick

Seconder: Councillor R. Niro

Resolved that the Report of the Manager of Purchasing dated 2011 09 12 be endorsed and that the tender for the supply and delivery of Grader and Plow Blades required by the Public Works and Transportation Department be awarded as recommended.

g) **City of Sault Ste. Marie Credit Rating**

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

Mover: Councillor B. Watkins

Seconder: Councillor L. Turco

Resolved that the report of the Commissioner of Finance and Treasurer dated 2011 09 12 concerning City of Sault Ste. Marie Credit Rating be received as information.

h) **John Rhodes Community Centre – Request for Proposals (RFP) for the Operation of the Restaurant/Lounge**

A report of the Commissioner Community Services is attached for the consideration of Council.

The relevant By-law 2011-163 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

i) **Request for Financial Assistance for National/International Sports Competitions**

A report of the Manager Recreation and Culture is attached for the consideration of Council.

Mover: Councillor B. Watkins

Seconder: Councillor R. Niro

Resolved that the report of the Manager Recreation and Culture dated 2011 09 12 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the request for financial assistance in the amount of \$1000. to Team Superior Crane/Upper Deck for their participation at the 2011 USSSA World Tournament, be approved.

j) **Request for Financial Assistance for National/International Sports Competitions**

A report of the Manager Recreation and Culture is attached for the consideration of Council.

Mover: Councillor B. Watkins

Seconder: Councillor L. Turco

Resolved that the report of the Manager Recreation and Culture dated 2011 09 12 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the request for financial assistance in the amount of \$750. to the Sault Ste. Marie Aquatic Club for their participation at the 2011 Canadian Age Group Swimming Championships, be approved.

k) **Reconstruction of Small Pumping Stations Operated by Public Works – Engineering Fees**

A report of the Design and Construction Engineer is attached for the consideration of Council.

Mover: Councillor P. Mick

Seconder: Councillor L. Turco

Resolved that the report of the Design and Construction Engineer dated 2011 09 12 concerning Reconstruction of Small Pumping Stations – Engineering Fees be accepted and the recommendation to increase the upset limit for the consulting engineering work by \$42,000 with funding from the existing project budget be approved.

l) **Clark Creek Sewage Pumping Station – Valve and Sluice Gate Replacement Contract for Engineering Services**

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

Mover: Councillor B. Watkins

Seconder: Councillor R. Niro

Resolved that the report of the Director of Engineering Services dated 2011 09 12 concerning Clark Creek Sewage Pumping Station – Valve and Sluice Gate Replacement Contract for Engineering Services be accepted and the recommendation to enter into an agreement with Kresin Engineering Corporation with an upset limit of \$142,000 (including HST) be approved.

m) **Debris, Buildings and Abandoned Vehicles – Civic No. 608 “Rear” Douglas Street**

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

Mover: Councillor B. Watkins

Seconder: Councillor L. Turco

Resolved that the report of the Chief Building Official - Property Standards Officer dated 2011 09 12 concerning Civic No. Rear 608 Douglas Street, more specifically described as Part Lot 9-10 RCP H730 Korah, Part 2 1R2887 & Part 1 1R-6010 be accepted and the recommendation that the Corporation hire the forces necessary to remove all debris including abandoned vehicles and all structures adding the costs of this action to the taxes of the subject property be approved.

n) **Taxi By-Law 2005-154**

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

The relevant By-law 2011-161 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

o) **Renewal of Lease Between the City and Canadian Pacific Railway Company to Maintain the City Welcome Sign**

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

The relevant By-law 2011-159 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

p) **1187839 Ontario Inc. – 843 Great Northern Road and 605 Third Line East – Zoning By-law 2011-129 – Planning Application A-14-11-Z.OP**

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

Mover: Councillor P. Mick

Seconder: Councillor L. Turco

Resolved that the report of the City Solicitor dated 2011 09 12 concerning the OMB Appeal – By-law 2011-129 be accepted and that despite the appeal Council confirms its wish to proceed with the by-law.

q) **Part Lot Control By-law for Lots 529, 530 and 566 on Plan 7602 (Sault Ste. Marie Park Subdivision) 654 Korah Road**

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

The relevant By-law 2011-162 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

r) **Prince Township Inspection Agreement**

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

The relevant By-law 2011-158 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

s) **Sustainable Site Plan Guidelines Request for Adoption**

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

Mover: Councillor B. Watkins

Seconder: Councillor L. Turco

Resolved that the report of the Planning Division dated 2011 09 12 concerning Sustainable Site Plan Guidelines – Request for Adoption be accepted and the Planning Director's recommendation that City Council approve the application subject to the 2 conditions contained in the report, be endorsed.

t) **Municipal Landfill – Fencing for the East Side of Site**

A report of the Deputy Commissioner, Public Works and Transportation is attached for the consideration of Council.

Mover: Councillor B. Watkins

Seconder: Councillor R. Niro

Resolved that the report of the Deputy Commissioner, Public Works and Transportation dated 2011 09 12 concerning Municipal Landfill – Fencing for the East Side of Site be accepted and the recommendation to construct a perimeter fence along the east side of the landfill at an estimated cost of \$80,000 with funding from the Landfill Site Reserve, be approved.

u) **Request for Stop Control at the Intersection of Simon Avenue and Glen Avenue**

A report of the Deputy Commissioner, Public Works and Transportation is attached for the consideration of Council.

Mover: Councillor P. Mick

Seconder: Councillor L. Turco

Resolved that the report of the Deputy Commissioner, Public Works and Transportation dated 2011 09 12 concerning Request for Stop Control – Intersection of Simon Avenue and Glen Avenue be accepted and the recommendation for no change to be made to the yield control at the intersection, be approved.

v) **Bruce Street (Salisbury to Pim) Traffic Study**

A report of the Deputy Commissioner, Public Works and Transportation is attached for the consideration of Council.

Mover: Councillor P. Mick

Seconder: Councillor R. Niro

Resolved that the report of the Deputy Commissioner, Public Works and Transportation dated 2011 09 12 concerning Bruce Street (Salisbury to Pim) Traffic Study be accepted and the recommendation for no change to be made to the signalization and regulatory signs along this section of Bruce Street, 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**

- a) Minor Amendment to Signs By-law – Application No. A-7-11 – Bushplane Museum**

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

Mover: Councillor B. Watkins

Seconder: Councillor L. Turco

Resolved that the report of the Planning Division dated 2011 09 12 concerning Minor Amendment to Signs By-law – Application No. A-7-11 – Bushplane Museum be accepted and the Planning Director's recommendation that based on the comments from Public Works and Transportation, that City Council deny the applicants request to locate a digital reader board within the existing sign adjacent to Bay Street, be endorsed.

- (7) PUBLIC WORKS AND TRANSPORTATION**
- (8) BOARDS AND COMMITTEES**

- a) Proposed New Building for PUC Group of Companies**

A report of the Vice President Operations and Engineering, PUC is attached for the consideration of Council. Also attached is a letter from Councillor Butland.

Mover: Councillor P. Mick

Seconder: Councillor M. Bruni

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; and

Whereas construction bids have been received for the new building, the lowest of which is significantly under most recent estimates; and

Whereas the total cost of the building including the vehicle storage garage is \$23,500,000; and

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;

Now Therefore Be It Resolved that approval is given this 12th day of September, 2011 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.

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

- a) Mover: Councillor S. Butland
Second: Councillor P. Christian

Whereas the road system traversing Bellevue Park is comprised of Class A, B and gravel sections; and

Now Therefore Be It Resolved that Public Works and Transportation prepare a cost estimate of upgrading the entire roadway to Class A; and

Further Be It Resolved that the cost of maintenance of the present system be included in the report.

- b) Mover: Councillor S. Butland
Second: Councillor P. Christian

Now Therefore Be It Resolved that Public Works and Transportation initiate the procedure whereby consideration be given to prohibit parking on one side of South Market St.

c) NOTICE OF MOTION

- Mover: Councillor T. Sheehan
Second: Councillor S. Butland

Whereas the City of Sault Ste. Marie has been home to and a base for a number of successful movie and television shoots; and

Whereas the film and television industry provide many benefits to the community of Sault Ste. Marie; and

Whereas the NOHFC continues to support this industry in Northern Ontario; and

Whereas in response to the prospect of making films in Sault Ste. Marie, City Council had created the Arts and Entertainment (A&E) Opportunities Working Committee, a working group that made recommendations aimed at jump-starting the film and television industry in our community;

Now Therefore Be It Resolved that City Council reinstitute the A&E Working Committee for the purpose of reviewing and making recommendations related to improving the Film and Television industry in Sault Ste. Marie. The committee will be made up of City Councillors, City Staff, EDC representatives and other resource members as necessary.

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

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

AGREEMENTS

(a) 2011-158

A by-law to authorize an agreement between the City and The Corporation of the Township of Prince to provide technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and Township by-laws relating to the construction of buildings.

A report from the City Solicitor is on the agenda.

(b) 2011-159

A by-law to authorize the execution of a lease agreement between the City and the Canadian Pacific Railway Company for property at the east entrance to the City for maintenance of the City "Welcome" sign.

A report from Corporate Counsel is on the agenda.

(c) 2011-163

A by-law to authorize the execution of a lease agreement between the City and "A Company to be Incorporated" carrying on business as Chilly Willy's Sports Bar and Grill for the operation of a restaurant/lounge at the John Rhodes Centre.

A report from Manager of Community Centres is on the agenda.

PARKING

(d) 2011-156

A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

PART LOT CONTROL

(e) 2011-162

A by-law to repeal By-law 2011-70 which designated certain lots in the Sault Ste. Marie Park Subdivision as an area not subject to part lot control.

A report from Corporate Counsel is on the agenda.

TAXIS

(f) **2011-161**

A by-law to regulate, licence and govern vehicles used for hire to convey passengers, including brokers, owners, and drivers of taxicabs, limousines, wheelchair accessible vehicles and hotel shuttles.

A report from the City Solicitor is on the agenda.

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

LANE CLOSING

(g) **2010-144**

A by-law to stop up, close and authorize the conveyance of a lane in the Wilding Park Subdivision, Plan 6541.

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 P. Mick

Seconder: Councillor L. Turco

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2011 08 15

4:30 P.M.

COUNCIL CHAMBERS

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

Absent: Councillors J. Krmpotich, F. Fata

Officials: J. Fratesi, R. Tyczinski, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, D. Scott, J. Dolcetti, D. McConnell, J. Luska, M. Provenzano, M. Blanchard, D. Krmpotich, M. Ceglie, A. Ross, T. Dodds

1. ADOPTION OF MINUTES

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

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

4. DELEGATIONS/PROCLAMATIONS

- a) David McGuire was in attendance concerning proclamation – "A Run to Remember".
- b) Anthony Zappacosta, President and members of Rotary were in attendance to give Council an update on the recent Rotaryfest.
- c) Andrew Ross, General Manager, Enterprise Services, SSMEDC was in attendance concerning agenda item 6.(8)(a).
- d) Brian Curran, President and CEO, PUC Inc. was in attendance concerning agenda items 6.(8)(b), 6.(8)(c) and 6.(8)(d).

Moved by: Councillor S. Myers

Seconded by: 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. CARRIED

Council sitting as the shareholder of PUC was asked to approve the award of the contract and the necessary borrowing for the new building (office service centre combined). Council required further information and therefore deferred the matter for a period of one month. The matter will therefore appear on the agenda of September 12, 2011.

- e) Dominic Parrella, Vice President, Operations and Engineering PUC Services was in attendance concerning agenda item 6.(8)(d).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

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

- a) Correspondence from AMO was received by 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) was received by Council.
- c) Correspondence from the Ministry of Northern Development and Mines concerning the recent ThinkNorth II conference was received by Council.
- d) Correspondence from David Oraziotti, MPP was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that City Council express its full support of Bill 206 – TransCanada Highway Improvement Act, legislation introduced by David Oraziotti, 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; further that former federal funding levels be reinstated; and that this resolution be forwarded to FONOM and municipalities along the Highway 17 corridor for endorsement. CARRIED

- 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 was received by Council.
- 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 T. Sheehan

Seconded by: 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. CARRIED

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

Moved by: Councillor S. Myers

Seconded by: 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 CARRIED

- h) Letter of request for a temporary street closing was received by 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 Minutes.

i) **Staff Travel**

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

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

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

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

Moved by: Councillor S. Myers

Seconded by: 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. CARRIED

k) **Tenders for Equipment – Public Works and Transportation Department**

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

Moved by: Councillor S. Myers

Seconded by: 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. CARRIED

l) **Tenders for Equipment – Public Works and Transportation Department**

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

Moved by: Councillor S. Myers

Seconded by: 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. CARRIED

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

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

Moved by: Councillor T. Sheehan

Seconded by: 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. CARRIED

n) **Property Tax Appeals**

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

Moved by: Councillor T. Sheehan

Seconded by: 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. CARRIED

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

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

Moved by: Councillor S. Myers

Seconded by: 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. CARRIED

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

The report of the Deputy City Clerk and Manager of Quality Improvement was received by Council.

Moved by: Councillor S. Myers

Seconded by: 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. CARRIED

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

The report of the Commissioner of Human Resources was received by Council.

The relevant By-law 2011-154 is listed under Item 10 of the Minutes.

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

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

Moved by: Councillor T. Sheehan

Seconded by: 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. CARRIED

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

The report of Corporate Counsel was received by Council.

The relevant By-law 2011-147 is listed under Item 10 of the Minutes.

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

The report of the Commissioner of Engineering and Planning was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: 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. CARRIED

u) **Archaeological Site Potential Assessment**

The report of the Planning Division was received by Council.

Moved by: Councillor S. Myers

Seconded by: 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. CARRIED

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

The report of the Local Immigration Coordinator was received by Council.

The relevant By-law 2011-153 is listed under Item 10 of the Minutes.

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

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

Moved by: Councillor T. Sheehan

Seconded by: 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. CARRIED

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

Moved by: Councillor T. Sheehan

Seconded by: 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:

Loplop Gallery Lounge

651 Queen St. E.

Friday, September 9 and Saturday, September 10, 2011 CARRIED

- y) Letter of request for a temporary street closing was received by Council.

- 1) On Fields Square and Meadow Lane from 24 Meadow Lane, 111 Fields Square to 105 Fields Square in conjunction with a street party (September 11, 2011 from 3 p.m. to 9 p.m.)

The relevant By-law 2011-157 is listed under Item 10 of the Minutes.

- z) Correspondence from the General Manager, YMCA was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor T. Sheehan

Whereas the YMCA has raised concerns around the adequacy of the City's storm sewer system in their area, in light of two recent flooding incidents; and Whereas these two incidents in July have had a great financial and operational impact on the YMCA;

Now Therefore Be It Resolved that the City's Engineering department carry out a site visit and review of the circumstances around these two incidents and report back to City Council within one month as to any inadequacy of the City storm sewer system that contributed to these events and that steps be identified that can be taken by the City and the YMCA to reduce any further incidents of flooding. CARRIED

- aa) Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Be It Resolved that Councillor S. Butland be authorized to attend the Northern Ontario Business Awards to be held in Sudbury on September 27-28, 2011 in Sudbury at an approximate cost to the City of \$350. 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**
- (7) PUBLIC WORKS AND TRANSPORTATION**
- (8) BOARDS AND COMMITTEES**

a) Sault Ste. Marie Small Business Incubator Feasibility Study

The Executive Summary of the Sault Ste. Marie Small Business Incubator Feasibility Study was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: 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. CARRIED

b) 2011 Second Quarter Shareholder Report

The report of the President and CEO of PUC Inc. was received by Council.

Moved by: Councillor S. Myers

Seconded by: 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. CARRIED

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

The resolution of the shareholder and report were included in the agenda and deferred as noted under item 4.(d).

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

The report of the President and CEO of PUC Inc. was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: 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. CARRIED

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

a) Moved by: Councillor S. Myers

Seconded by: 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. CARRIED

b) Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

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'

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

c) Moved by: Councillor P. Mick

Seconded by: 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. CARRIED

d) Moved by: Councillor T. Sheehan

Seconded by: Councillor L. Turco

Whereas the community of Sault Ste. Marie and surrounding area has many great country music fans; and

Whereas Sault Ste. Marie is home to the Northern Ontario Country Music Hall of Fame; and

Whereas Sault Ste. Marie recently won a "SiriusXM Face the Music Summer Concert Series" a free concert featuring Broken Social Scene and Bedouin Soundclash on August 17 at the Essar Centre; and

Whereas Sault Ste. Marie also won an on-demand KISS Concert last August at the Essar Centre, one of the newest premier arenas in Canada; and try music great Alan Jackson is empowering his fans to determine which city will get a free show. Fans have until October 10th to cast a vote for their city at <http://eventful.com/alanjackson>;

Now Therefore Be It Resolved that City Council request that our residents and friends of our community go on line and "demand" an Alan Jackson concert at the Essar Centre. CARRIED

e) Moved by: Councillor T. Sheehan

Seconded by: Councillor S. Myers

Therefore Be It Resolved that Public Works be requested to study the volume and speed of traffic on MacDonald Ave (between Lake and Pine) and report back to Council on how traffic issues can be addressed; and

Further Be It Resolved that the City Police be asked to redouble their traffic enforcement efforts. CARRIED

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

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

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that all the by-laws under Item 10 of the Agenda under date, August 15th, 2011 be approved. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2011-143 being Resolved that By-law 2011-1 being 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) be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2011-144 being a by-law to designate the lands located at 282 Second Line West an area of site plan control (Pulente) be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2011-145 being 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 be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2011-146 being a by-law to amend Schedule "A" of Traffic By-law 77-200 regarding Willow Avenue be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2011-147 being a by-law to authorize the City's acquisition of the property known as Hamilton Avenue Park from Robert MacRae in Trust be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that By-law 2011-148 being 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) be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that By-law 2011-149 being a by-law to designate the lands located at 817A Third Line East BLOCK 1 an area of site plan control (Sal-Dan Developments) be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that By-law 2011-150 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that By-law 2011-151 being a by-law to adopt Amendment No. 180 to the Official Plan (Sar-Gin Developments) be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that By-law 2011-152 being 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) be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that By-law 2011-153 being 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 be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that By-law 2011-154 being 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.) be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2011-155 being 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 be Passed in open Council this 15th day of August, 2011. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2011-157 being a by-law to permit the temporary closing of Fields Square and Meadow Lane from 24 Meadow Lane/111 Fields Square to 105 Fields Square for a street party be Passed in open Council this 15th day of August, 2011. CARRIED

**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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn. CARRIED

MAYOR

CITY CLERK

MINUTES

SPECIAL MEETING OF CITY COUNCIL

2011 08 26

3:00 P.M.

COUNCIL CHAMBERS

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

Absent: Councillors L. Turco, J. Krmpotich

Officials: R. Tyczinski, J. St. Jules, T. Gowans, S. McLellan

1. ADOPTION OF MINUTES

Moved by: Councillor P. Mick

Seconded by: Councillor M. Bruni

Resolved that the Agenda for the 2011 08 26 special City Council meeting and Addendum #1 as presented be approved. CARRIED

2. BOARDS AND COMMITTEES

- a) City Council met as the sole shareholder of PUC Inc. and PUC Services Inc. for the purpose of considering the disposition of the fibre optic cable system owned by PUC Services Inc.

Moved by: Councillor P. Mick

Seconded by: Councillor F. Fata

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. CARRIED

10. CONSIDERATION AND PASSING OF BY-LAWS

Moved by: M. Bruni

Seconded by: S. Myers

Resolved that By-law 2011-160, being a by-law to authorize the execution of an agreement between the City and Maverick and Son Exteriors and Consulting Services Inc. to replace the roof at the Regional Emergency Services Complex be passed in open Council this 26th day of August, 2011. CARRIED

ADJOURNMENT

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that this Council now adjourn.

MAYOR

DEPUTY CITY CLERK



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

August 18, 2011

To: All Ontario Heads of Council

From: Dan Mathieson
Chair, MPAC Board of Directors

Subject: Announcement of New President and Chief Administrative Officer

On behalf of the Board of Directors, I am pleased to announce that, following an extensive recruitment process, Mr. Antoni Wisniewski has been selected as the Municipal Property Assessment Corporation's (MPAC) new President and Chief Administrative Officer. Mr. Wisniewski will officially assume his new role at MPAC on January 1, 2012.

As many of you may already be aware, Mr. Carl Isenburg will be retiring after more than 38 years in property assessment at the end of this year. Effective September 1, 2011, Antoni will be MPAC's President Designate and work closely with Carl to ensure a smooth transition for the organization.

I would like to take this opportunity to extend my thanks and recognition to Carl for his dedication and leadership over the years. Carl has led the organization through a number of challenges and changes, and has made significant contributions to MPAC.

Antoni's 25-year career has been focused in the public sector, including senior management positions within the City of Toronto, the development and delivery of Teranet's public sector strategy and service offerings and, over the last seven years, as Vice-President of Information Technology at MPAC.

During his time with MPAC, Antoni has led the development of information systems and processes that have enhanced the organization's transparency and customer service in its delivery of property assessment products and services to Ontarians.

I am looking forward to working with Antoni as we continue to fulfill MPAC's commitment to deliver property assessment excellence to our government stakeholders, municipal partners and customers, the property taxpayers of Ontario.

All Ontario Heads of Council
August 18, 2011
Page 2 of 2

If you have any questions, please do not hesitate to contact me at 519 271-0250, extension 234.

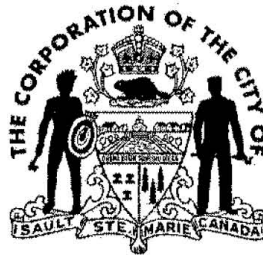
Yours truly,



Dan Mathieson

Copy All Municipal Clerks and Treasurers (*via e-mail*)
MPAC Board of Directors
Carl Isenburg, President and Chief Administrative Officer
MPAC Executive Management Group

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 09 12

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. **Robert Rushworth – Fire Services**
AMEMSO
September, 2011
Collingwood, Ontario
Estimated total cost to the City - \$ 1,177.71
Estimated net cost to the City - \$ 1,177.71
2. **Rachel Tyczinski – Clerks Department**
2011 Performance Excellence Summit
November, 2011
Toronto, Ontario
Estimated total cost to the City - \$ 1,285.75
Estimated net cost to the City - \$ 1,285.75
3. **Peter Schell – Engineering & Planning – Building Division**
OBC 2012 Workshop Series
September, 2011
Sudbury, Ontario
Estimated total cost to the City - \$ 519.25
Estimated net cost to the City - \$ 519.25
- 4.

5. **Larry Kennedy – Engineering & Planning – Building Division**
OBC 2012 Workshop Series
September, 2011
Sudbury, Ontario
Estimated total cost to the City - \$ 579.25
Estimated net cost to the City - \$ 579.25

6. **Madison Zuppa – Engineering & Planning**
Ontario Municipal Adaptation Training Program
September, 2011
Sudbury, Ontario
Estimated total cost to the City - \$ 237.00
Estimated net cost to the City - \$ 237.00

7. **Madison Zuppa – Engineering & Planning**
Ontario Municipal Adaptation Training Program
October, 2011
Sudbury, Ontario
Estimated total cost to the City - \$ 237.00
Estimated net cost to the City - \$ 237.00

8. **Tyler Moody – Engineering & Planning – Planning Division**
General Legal / Process for Inspection / Design
September, 2011
Woodbridge, Ontario
Estimated total cost to the City - \$ 2,583.15
Estimated net cost to the City - \$ 2,583.15

9. **Matthew Caputo - Legal**
Prosecutors' Association of Ontario Annual Educational Seminar
September, 2011
Mississauga, Ontario
Estimated total cost to the City - \$ 1,407.80
Estimated net cost to the City - \$ 1,407.80

10. **Shelley Schell - Finance**
MFOA Assessment and Taxation 2011
October, 2011
Sudbury, Ontario
Estimated total cost to the City - \$ 633.50
Estimated net cost to the City - \$ 633.50

5(c)

11. Lori Ballstadt – Clerks Department

Municipal Communications Conference

November, 2011

Toronto, Ontario

Estimated total cost to the City - \$ 2,413.09

Estimated net cost to the City - \$ 2,413.09

12. Stephen Turco – Engineering & Planning – Planning Division

Urban Design for Planners

November, 2011

Toronto, Ontario

Estimated total cost to the City - \$ 1,544.01

Estimated net cost to the City - \$ 1,544.01

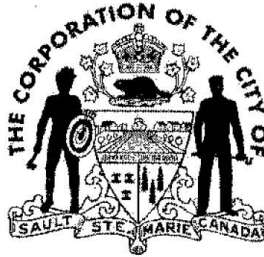
Yours truly,



Joseph M. Fratesi
Chief Administrative Officer

JMF:bb

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2011 09 12

Mayor D. Amaroso and
Members of City Council,
Civic Centre.

Re: Tender for Screened Street Sand

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Screened Street Sand as required by the Public Works and Transportation Department for the 2011-2012 and 2012-2013 winter seasons.

The tender was publicly advertised and tender documents mailed to all firms on our bidders list. A public opening of tenders was held August 16, 2009, with Councillor Paul Christian representing City Council.

The tenders received have been evaluated and reviewed with Mr. Michael Lebel, Superintendent and Ms. Susan Hamilton Beach, Deputy Commissioner of Public Works and Transportation and the low tendered prices, meeting specifications, have been indicated on the attached summary.

Funding for this material comes from the Winter Sand account.

RECOMMENDATION

It is therefore my recommendation that the low tendered prices, for the supply and loading of Screened Street Sand for Two (2) years, submitted by Palmer Construction Group Inc., be accepted.

This report is submitted for Council's approval.

Respectfully submitted,


for Ralph Robertson
Manager of Purchasing

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget: \$113,920.00 per year

Received: August 16, 2011
File: 2011WA19

SUMMARY OF TENDERS
SCREENED STREET SAND

<u>Description</u>	<u>Palmer Const. Sault Ste. Marie, ON</u>	<u>Pioneer Const. Sault Ste. Marie, ON</u>
<u>PRICING FOR FIRST YEAR</u>		
Firm price for year one (commencing Oct. 1, 2011) to supply, load and weigh material to trucks under the employ of the City.	\$4.98 per tonne plus taxes	\$5.40 per tonne plus taxes
<u>OPTION FOR SECOND YEAR</u>		
Firm price for year two (commencing Oct. 1, 2012) to supply, load and weigh material to trucks under the employ of the City.	\$4.98 per tonne plus taxes	\$5.40 per tonne plus taxes
Remarks:	Meets Specifications	Meets Specifications

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

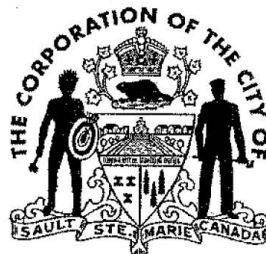
As confirmed by Mike Lebel of PWT, this material has been picked up by City Forces exclusively in the past and this is expected to continue.

It is my recommendation that the tendered prices, including the OPTION for year two, submitted by Palmer Construction Group Inc., be accepted.

Ralph Robertson
Manager of Purchasing

5/15

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2011 09 12

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.

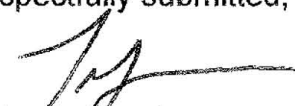
The budget allocation for this equipment, identified in the 2011 P.W. & T. Equipment Reserve is \$375,000.00 and the total purchase price amounts to \$335,989.68.

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) 58,000 GVW Tandem Truck c/w Plow & Dump Box	TMS Truck Centre.	\$172,252.68
One (1) Municipal Tractor c/w Snow Blower, Broom & Sickle	Work Equipment Ltd.	\$163,737.00

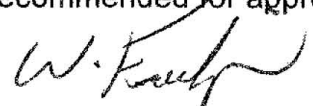
This report is submitted for Council's approval.

Respectfully submitted,

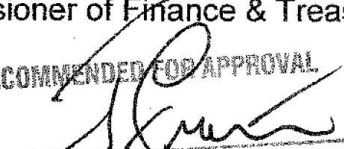

for Ralph Robertson
Manager of Purchasing

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: \$220,000.00

Received: July 27, 2011
File: 2011WA06

SUMMARY OF TENDERS
ONE (1) 58,000 GVW TANDEM TRUCK C/W UNDERBODY PLOW & 14' FOUR SEASONS TYPE DUMP BOX

<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>
Lakeway Truck Centre Sault Ste. Marie, ON	1	2012 International 7400 SBA 6x4 Maxforce 9 Engine Viking-Cives Equip. Package	120 w/days	1 year Unlimited Mileage - Truck 84 month/150,000 mile Engine Extended War. 1 year - Equip. Pkg.	\$173,917.75	Meets specifications.
	2	2012 International 7400 SBA 6x4 Maxforce 10 Engine Viking-Cives Equip. Package	120 w/days	1 year Unlimited Mileage - Truck 84 month/150,000 mile Engine Extended War. 1 year - Equip. Pkg.	\$180,401.60	Meets specifications.
TMS Truck Centre Sault Ste. Marie, ON	1	2012 Freightliner M2 106V Viking-Cives Equip. Package	75-90 w/days	2 year Unlimited Mileage - Truck 84 month/150,000 mile Engine Extended War. 1 year - Equip. Pkg.	\$172,252.68	Meets specifications.
	2	2011 Freightliner M2 106V Larochelle Equip. Package	75-90 w/days	2 year Unlimited Mileage - Truck 84 month/150,000 mile Engine Extended War. 1 year - Equip. Pkg.	\$184,343.68	Meets specifications.

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 TMS Truck Centre, for Opt. 1 be accepted.

Ralph Robertson
Manager of Purchasing

(56)

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$155,000.00

Received: July 27, 2011
File: 2011WA16

SUMMARY OF TENDERS
ONE (1) MUNICIPAL TRACTOR C/W SNOWBLOWER, PICKUP BROOM & SICKLE

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (Including taxes)</u>	<u>Remarks</u>
CUBEX Ltd. Brantford, ON	2011 MacLean MV2	30 - 60 w/days	1 year/ 600 hrs	\$151,030.83	Does not meet Specifications No deep reduction gearbox for transmission No reduction gear box for PTO Not equipped with single joystick controller No sliding rear window Local Service Location not identified
Equipments VTC Mfg. Inc. St. Paul d'Abbotsford, PQ	2011 VTC TU-900	75 w/days	1 year	\$152,081.05	Does not meet Specifications HP & Torque less than Specs Fuel Capacity less than Specs Height exceeds Specs
Gin-Cor Industries Mattawa, ON	2010/11 RPM Cameleon	30 w/days	1 year	\$203,353.67	Meets specifications.
Joe Johnson Equipment Inc. Innisfil, ON	2011 Trackless MT6	60 w/days	1 year/ 600 hrs	\$174,696.87	Meets specifications.
The Shop Industrial Inc. Lively, ON	2012 Prinoth SW 4S	120 w/days	not stated	\$194,329.21	Does not meet Specifications Track Propelled HP & Torque less than Specs Height exceeds Specs No sliding rear window Blower does not meet Specs Local Service Location not identified
Work Equipment Ltd. Courtland, ON	2011 Trackless MT6	45 w/days	1 year/ 600 hrs	\$163,737.00	Meets specifications.

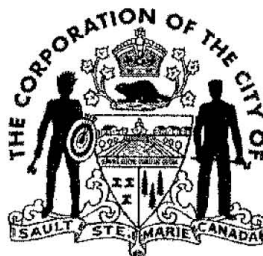
Note: The low tendered price, meeting specifications, is boxed above.

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

Ralph Robertson
Manager of Purchasing

5(e)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2011 09 12

Mayor D. Amaroso and
Members of City Council
Civic Centre

Re: Tender for Grader & Plow Blades (2011WA20)

Attached hereto for your information and consideration is the summary of the tenders received for the supply and delivery of Grader & Plow Blades as required by 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 August 16, 2011, with Councillor Paul Christian, representing City Council.

The tenders received have been thoroughly evaluated and reviewed with Susan Hamilton Beach, Deputy Commissioner and Mike Blanchard, Manager of Equipment/Building Maintenance of PWT, and the low tendered prices, meeting specifications, have been indicated on the attached summary.

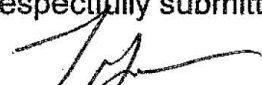
The blades are to be placed in inventory for use during the 2011-2012 winter season.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of Grader & Plow Blades be awarded to Carriere Industrial Supply at their total tendered prices, meeting specifications, of \$61,216.85, including HST.

This report is submitted for Council's approval.

Respectfully submitted,


for Ralph Robertson
Manager of Purchasing

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

RECOMMENDED FOR APPROVAL

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: INVENTORY CHARGE OUT ITEMS

Received: August 16, 2011
File: 2011WA20

SUMMARY OF TENDERS
GRADER & PLOW BLADES

<u>DESCRIPTION</u>	<u>Capital Road Tech.</u> <u>Carleton Place, ON</u>	<u>Carriere Ind. Supply</u> <u>Lively, ON</u>	<u>Chemung Supply</u> <u>Elmira, NY</u>	<u>Craighton Rock Drill</u> <u>Mississauga, ON</u>	<u>Kennametal Inc.</u> <u>Latrobe, PA</u>	<u>Nortrax Canada Inc.</u> <u>Lively, ON</u>	<u>White's Wearparts Ltd.</u> <u>Peterborough, ON</u>
Group A Grader & Plow Blades	\$46,205.50	\$45,367.10	Incomplete Pricing for this Group	\$50,723.10	No Bid	\$43,857.45	\$52,812.90
Group B Nose Points & Plow Shoes	\$739.00	\$739.40	No Bid	743.00	No Bid	700.00	739.60
Group C Carbide Plow Blades	7,359.50	7,928.70	No Bid	6,750.00	7,539.90	8,329.10	\$6,420.00
Subtotal	\$54,304.00	\$54,174.20		\$58,216.10	\$7,539.90	\$52,886.55	\$59,972.50
H.S.T. (13%)	\$7,059.52	\$7,042.68		\$7,568.09	\$980.19	\$6,875.25	\$7,796.43
Total Tendered Price	\$61,363.52	\$61,216.88		\$65,784.19	\$8,520.09	\$59,761.80	\$67,768.93
Delivery	50 to 70 w/days	25 to 30 w/days		30 to 60 w/days	60 w/days	120 w/days	45 to 60 w/days
Manufacturer	A - Nova Ground B - Bibby St. Croix C - Nordik Blades	A - PNS/Black Cat B - PNS C - PNS			C - Kennametal Inc.	A - Esco/Bucyrus/Valley B - PNS C - Esco/Bucyrus	A - PSN/Bucyrus B - PNS C - Bucyrus
Remarks	Meets Specifications	Meets Specifications		Meets Specifications	Meets Specifications	Does not meet requirements Unacceptable delivery lead time	Meets Specifications

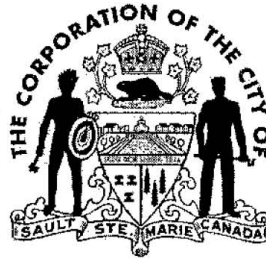
NOTE: The total low tendered price, meeting specifications and acceptable delivery date, is boxed above.
It is my recommendation that the tendered prices as submitted by Carriere Industrial Supply Ltd., be accepted.

Ralph Robertson
Manager of Purchasing

547)

569

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2011 09 12

Mayor Debbie Amaroso and
Members of City Council

Re: City of Sault Ste. Marie Credit Rating

The credit rating for the City of Sault Ste. Marie has been upgraded to "A" (positive) from "A" (stable).

The rating last changed on January 15, 2009 when the City of Sault Ste. Marie was upgraded from "A" (minus) to "A" (stable).

This report is provided for the information of Council.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl
attachment

5(g)
September 7, 2011

Research Update:

**City of Sault Ste. Marie Outlook
Revised To Positive On Low Debt
Burden; 'A' Rating Affirmed**

Primary Credit Analyst:

Adam Gillespie, Toronto (1) 416-507-2565; adam_gillespie@standardandpoors.com

Secondary Contact:

Bhavini Patel, CFA, Toronto (1) 416-507-2558; bhavini_patel@standardandpoors.com

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Research Update:

City of Sault Ste. Marie Outlook Revised To Positive On Low Debt Burden; 'A' Rating Affirmed

Overview

- We are revising our outlook on the City of Sault Ste. Marie to positive from stable.
- We are also affirming our 'A' long-term issuer credit rating on the city.
- The outlook revision reflects our view of Sault Ste. Marie's very low debt burden, which is superior compared with that of many of its similarly rated international and domestic peers, as well as the city's maintained strong liquidity position.

Rating Action

On Sept. 7, 2011, Standard & Poor's Ratings Services revised its outlook on the City of Sault Ste. Marie, in the Province of Ontario (AA-/Stable/A-1+), to positive from stable. At the same time, we affirmed our 'A' long-term issuer credit rating on the city.

The outlook revision reflects our view of Sault Ste. Marie's very low debt burden, which is superior compared with that of many of its similarly rated international and domestic peers, as well as the city's maintained strong liquidity position. We believe relatively limited economic diversity and concentration in mature and cyclical resource industries mitigate these strengths somewhat.

Rationale

Sault Ste. Marie is the third-largest city in Northern Ontario, with a population of about 75,000. The city is connected to Sault Ste. Marie, Mich., by the International Bridge that spans the St. Mary's River and the American Soo locks. These locks are among the busiest in the world, as they are the only means by which large ships can travel between Lake Superior and the lower Great Lakes.

In our view, Sault Ste. Marie's very low debt burden remains a core pillar supporting its financial risk profile. At year-end 2010, the city's direct debt totaled almost C\$18 million, or about 10% of operating revenue (all figures Standard & Poor's-adjusted). This is down from about 12% at year-end 2009 and continues a three-year declining trend from 17% in 2007. We believe Sault Ste. Marie is likely to issue close to C\$6 million of debt by the end of 2011 and could issue over \$15 million by the end of 2012 if it chooses to

Research Update: City of Sault Ste. Marie Outlook Revised To Positive On Low Debt Burden; 'A' Rating Affirmed

pursue some additional capital projects and finance them through debt. Even under our downside scenario, we expect that debt will remain less than 20% of operating revenue throughout our two-year rating horizon.

The city has what we view as a healthy liquidity position and has been a net creditor since 2006. Free cash and liquid assets totaled about C\$33 million at year-end 2010, or 20% of adjusted operating expenditures. This is down significantly from 41% in 2008, mainly because of a contribution of almost C\$20 million toward a local hospital that Sault Ste. Marie paid from a dedicated reserve fund when the hospital was completed in October 2010. This decline was expected, and we believe that the city will maintain its solid liquidity and net creditor positions during our rating horizon.

In our opinion, Sault Ste. Marie's considerably limited economic diversity and prospects partially mitigate these credit strengths. The city is highly exposed, both in terms of employment and taxable assessment base, to the mature steel and cyclical pulp and paper industries. Essar Steel Algoma Inc. (B-/Negative/--) remains Sault Ste. Marie's largest employer, with about 3,300 employees. The city has been working to diversify its local economy towards more services-based enterprises and alternative energy in recent years. Despite this, unemployment is typically higher and more volatile than the provincial average and was 9.5% and 10.0% in 2009 and 2010, respectively.

Outlook

The positive outlook reflects Standard & Poor's expectations that Sault Ste. Marie's direct debt will not materially surpass 20% of its operating revenue and that its liquidity position will remain strong throughout the two-year rating horizon. In addition, we expect that the city will continue its efforts in economic diversification. We could raise the rating if in addition to the previous conditions, operating performance remains near current levels and financial flexibility does not weaken further, in our view. We could revise the outlook to stable or lower the rating if Sault Ste. Marie were to issue considerably more debt than expected, liquidity were to erode meaningfully, or the city experienced a significant shock to its economy.

Related Criteria And Research

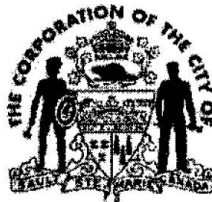
Rating International Local And Regional Governments, Sept. 20, 2010

Ratings List

Outlook Revised To Positive

	To	From
City of Sault Ste. Marie		
Issuer credit rating	A/Positive/--	A/Stable/--

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

September 12, 2011

Mayor Debbie Amaroso
and Members of City Council

**John Rhodes Community Centre
Request for Proposals (RFP) for the Operation of the Restaurant/Lounge**

Background

At the June 13, 2011 meeting, Council passed the following resolution:

...recommendation to authorize staff to commence with the transition of operations from the operator of Brody's Sports Bar and Grill to the Corporation of the City of Sault Ste. Marie be approved; and Further that staff be authorized to proceed with the process to secure a suitable private sector proponent to operate the restaurant on a permanent basis.

Highlights of what has taken place since the June 13, 2011 Council meeting:

- The transfer of operations from Brody's to the City was completed without interruption of service;
- An RFP was prepared and advertised according to City procedures;
- Nine (9) proponents picked up Request for Proposal documents;
- Three (3) proponents completed the mandatory Site Inspection;
- One (1) proponent submitted a Proposal.

The Proposal that was submitted met all of the requirements of the RFP including provision of the monetary security deposit. An evaluation of the Proposal was conducted by City staff from the Community Centres Division and the Purchasing Division.

Recent Developments

On Wednesday September 7, 2011 City staff from the Legal Department and Community Services Department met with the proponent and reviewed a draft of the agreement. At the time of writing this report, a signed agreement was not able to be obtained, however, the proponent has given staff verbal confirmation that a signed agreement is forth coming. Staff is recommending that Council authorize the signing of the agreement that appears in the by-law section of the agenda. This report is being

brought to Council at this time so as not to have the proponent lose another two weeks of operating the restaurant/lounge during the busy "ice in" season.

Highlights of the Proposal

- The restaurant/lounge will be a family-oriented establishment;
- It is intended to keep the existing staff in place;
- The term of the agreement is for 3 years;
- The lease payment consists of a \$400 monthly base payment plus 5% of gross sales - this is inline with the RFP specifications;
- The hours of operation will remain the same as they are now;
- The proponents have chosen to name the restaurant/lounge **Chilly Willy's Sports Bar and Grill**;
- Included in the agreement is a clause stating that the proponent is responsible for the payment of Municipal Taxes which are \$18,920 this year and which will be billed monthly, on a pro-rated basis.

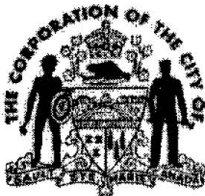
A by-law authorizing the Mayor and Clerk to sign the lease appears elsewhere on your agenda attached to by-law 2011-163 and is recommended for approval.

Respectfully submitted as information,



Nicholas J. Apostle
Commissioner Community Services

Copy to: L. Bottos, Corporate Counsel



2011 09 12

Mayor Debbie Amaroso
and Members of City Council

**REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL / INTERNATIONAL SPORTS COMPETITIONS**

Attached is a financial assistance request from the following:

Men's Slo- Pitch – Superior Crane/ Upper Deck

This team qualified to represent Ontario/ Canada at the 2011 United States Specialty Sports Association (USSSA) World Tournament in Sterling Heights, Michigan from September 23 – 25, 2011.

The team qualifies for assistance under criteria of the Financial Assistance Policy for National/International Sports Competitions. The Parks and Recreation Advisory Committee reviewed the application at their September 6, 2011 meeting and passed the following resolution based on the funding criteria for teams of over 16 participants:

Moved by: M. Headrick
Seconded by: R. Carricato

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Superior Crane/ Upper Deck Slo-pitch Team for financial assistance to attend the 2011 United States Specialty Sports Association World Tournament in Sterling Heights, Michigan from September 23 – 25, 2011 in the amount of \$1000.00 and that a report be sent to City council for their approval."

Carried

City Council is therefore requested to approve the recommendation of a financial assistance grant in the amount of \$1000.00 to Team Superior Crane/ Upper Deck for their participation at the 2011 USSSA World Tournament.

Respectfully submitted,

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

Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,

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

Nicholas J. Apostle
Commissioner Community Services

jb/prac/council/2011/council report fin asst slopitch

attachment



**REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM**

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Mark Entwistle

Address: Sault Ste. Marie, ON Postal Code:

Phone: (W) Fax:

Email:

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name:

Address:

Postal Code

Name of Team or Club (if applicable): Superior Crane/Upper Deck

Name of National or International Sporting Competition:

USSSA Men's Class "E" World Tournament - North

Date(s) of Competition:

September 23-25, 2011

Location of Competition:

Sterling Heights, Michigan

Name of Sports Governing Body:

USSSA - United States Specialty Sports Association

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body.
APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested:
(See Policy for application limits)

\$ 1000.⁰⁰

Please specify, as accurately as possible, how the financial assistance will be used if approved.

To cover registration fee of \$380.⁰⁰ and
hotel rooms for team members

Have you previously requested financial assistance from the City ?

No ☒ Yes ☐ Amount \$ _____

If yes, please indicate the year(s):

If this application for funding is approved, the payment cheque should be payable to:

Mark Entwistle

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2011 08 30
Year Month Day

Mark Entwistle Manager [Signature]
Name Title Signature Phone Number
(Applicant) (If applicable)

Fleur Nelson Treasurer [Signature]
Name Title Signature Phone Number
(Club Official)

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.



To Whom It May Concern,

Slo-Pitch Ontario (SPO) & United States Specialty Sports Association (USSSA) recently announced an affiliation agreement. One benefit of this is the opportunity for the winners of selected tournaments and the Provincial Championships to receive automatic berths to USSSA World Tournaments. In the future, Ontario plans to host some of these prestigious tournaments.

Superior Crane (Men's Slo-Pitch Team) qualified for the 2010 Slo-Pitch Provincial Tournament. Superior Crane represented Sault Ste Marie as a "D" Division team for the Provincial Championships in London, Ontario in September 2010.

Superior Crane was successful in London, by placing 4th in the tournament. The strong finish qualified Superior Crane for an opportunity to compete at the USSSA World Tournament held in Sterling Heights, Michigan.

Superior Crane will be representing Ontario / Canada at Liberty Park Of America in Sterling Heights Michigan on September 23 - 25, 2011.

If you have further questions regarding the Superior Crane slo-pitch team representing the City of Sault Ste. Marie and the Province of Ontario please don't hesitate to contact me.

Yours in sport,

Steve McEwen
Sault Ste. Marie Slo-Pitch League President

COMMUNITY SERVICES DEPT.

AUG 31 2011

RECEIVED



USSSA Men's Class "E" World Tournament - North

Congratulations on an outstanding season and welcome to the 2011 USSSA Men's Class "E" World Tournament North. The tournaments will be played in Sterling Heights, Michigan hosted by Michigan USSSA and Liberty Park of America, September 23-25, 2011.

The USSSA Softball program will use the "double elimination" format in its World Tournaments.

The eleven diamond complex at Liberty Park of America will host this year's event, with all games held at one location. Liberty Park offers 300 foot homerun fences, covered player dugouts, two concession stands, restrooms, a 350 seat air-conditioned restaurant/bar, two basketball courts and two sand volleyball courts. All diamonds are lighted, have red sports clay infields with electronic scoreboards. There are over 800 parking spaces to easily accommodate all events. You are prohibited from bringing food or beverages into the facility, excluding water. The staff at Liberty Park has over 20 years experience in hosting tournaments and has one of the finest maintenance and umpiring staffs in the country. Dedicated to safety and satisfaction, Liberty Park and the Michigan USSSA welcome you to Michigan.

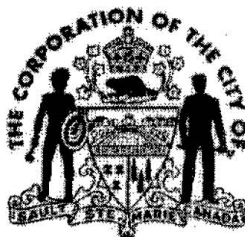
Please review the following procedures. Please direct any questions to SPO at usssaberth@slopitch.info. Do not contact the USSSA or tournament director.

TOURNAMENT ENTRY CONFIRMATION: Teams may confirm they have been entered into the tournament by checking the USSSA website at www.USSSA.com. If your team is not on the website by Friday, September 14 at 3:00 pm EST, contact SPO-PITCH ONTARIO IMMEDIATELY.

ROSTERS & WAIVER FORMS: Each team's qualified frozen and approved roster must be submitted to SPO when requested. Changes may only be made in accordance with USSSA eligibility rules in Article III, Section 9 of the Official USSSA By-Laws. Contact your State Director for assistance. PLEASE DO NOT CALL THE TOURNAMENT DIRECTOR OR USSSA NATIONAL HEADQUARTERS REGARDING ROSTER CHANGES!

All players participating in USSSA tournament shall have photo ID available. Failure to do so will result in Rule 4, Section 11, A5 in the USSSA Rule Book to be applied. The offending team loses the game, is ejected from the tournament, placed last in the standings and forfeits all awards, sponsors travel money and tournament berths that would have been award at the tournament.

5(j)



2011 09 12

Mayor Debbie Amaroso
and Members of City Council

**REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL / INTERNATIONAL SPORTS COMPETITIONS**

Attached is a financial assistance request from the following:

Sault Ste. Marie Aquatic Club – 2011 Canadian Age Group Nationals

The following seven (7) members qualified to attend various age categories for the Canadian Age Group Swimming Championships held in Montreal, Quebec from July 27 – August 1, 2011; Michael Lawrence, Brian Lee, Steven Lee, Aron Mohammadi, Chenoa Naylor, Shane Rock, and Paul Wldgett.

The team qualifies for assistance under criteria of the Financial Assistance Policy for National/International Sports Competitions. The Parks and Recreation Advisory Committee reviewed the application at their September 6, 2011 meeting and passed the following resolution based on the funding criteria for teams of 7 to 15 participants:

Moved by: M. Kontulainen
Seconded by: S. Milne

"Resolved that the Parks and Recreation Advisory Committee endorse the application of the Sault Ste. Marie Aquatic Club for financial assistance to attend the 2011 Canadian Age Group Swimming Championships held from July 27 – August 1 in Montreal, Quebec in the amount of \$750.00 and that a report be sent to City council for their approval."

Carried

City Council is therefore requested to approve the recommendation of a financial assistance grant in the amount of \$750.00 to the Sault Ste. Marie Aquatic Club for their participation at the 2011 Canadian Age Group Swimming Championships.

Respectfully submitted,

Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

jb/prac/council/2011/council report fin asst ssmac

attachment

5(j)



REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: SAULT ST. MARIE AQUATIC CLUB

Address: 4 Unit - 260 ELIZABETH ST.

John Rhodes Pool Postal Code: P6A 3J5

Phone: 75-941 (H) _____ (W) Fax: _____

Email: .9030 coach@ssmac.com

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name: Attached

Address: _____

Postal Code _____

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

2011 CANADIAN AGE GROUP CHAMPIONSHIPS

Date(s) of Competition:

JULY 27 - AUGUST 1, 2011

Location of Competition:

MONTREAL, QUEBEC, PARC JEAN D'ARPEAU

Name of Sports Governing Body:

SWIMMING / NATATION CANADA

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body.
APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested: \$ 750.00
(See Policy for application limits)

Please specify, as accurately as possible, how the financial assistance will be used if approved.

Offset travel, accommodation and
meat fees for 5 day competition.

5(j)

- 2 -

Have you previously requested financial assistance from the City ?

No _____ Yes ☒ Amount \$ * 400.00

If yes, please indicate the year(s):

2010 CANADIAN AGE GROUP CHAMPS

If this application for funding is approved, the payment cheque should be payable to:

SAULT STE. MARIE AQUATIC CLUB

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2011 06 28
Year Month Day

DAN STRATTON, HEAD COACH 
Name Title Signature Phone Number
(Applicant) (If applicable)

DON BOSCHER, CLUB PRESIDENT
Name Title Signature Phone Number
(Club Official)

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.

COMMUNITY SERVICES DEPT.

JUL 06 2011

RECEIVED

SAULT STE. MARIE AQUATIC CLUB
A REVOLUTION IS COMING**Athlete Roster**

SAULT STE. MARIE AQUATIC CLUB [SSMAC] SubGroup: AGN Coach: Dan Stratton

Name	Gender	Age	Birthdate	ID#	Group	School	Team 1	Team 2	Team 3
						Yr.			
Michael Lawrence	M	17			L1/AGN		SSMAC	NEOR	
Brian Lee	M	18			L1/AGN		SSMAC	NEOR	
Steven Lee	M	15			L1/AGN		SSMAC	NEOR	
Aron Mohammadi	M	14			L1/AGN		SSMAC		
Chenoa Naylor	F	14			L1/AGN		SSMAC		
Shane Rock	M	16			L1/AGN		SSMAC	NEOR	
Paul Widgett	M	13			L2/AGN		SSMAC	NEOR	

Total Number of Athletes: 7

2010-2011 SNC FEMALE STANDARDS - East / West / Senior										
West 15&U	West 16&O	East 15&U	East 16&O	Sr. Nat.	EVENT	Sr. Nat.	East 16&O	East 15&U	West 16&O	West 15&U
LCM	LCM	LCM	LCM	LCM		SCM	SCM	SCM	SCM	SCM
28.74	28.09	28.60	28.31	27.22	50 fr	26.37	27.75	28.04	27.54	28.18
1:02.03	1:00.62	1:01.89	1:00.69	58.29	100 fr	56.96	59.50	1:00.68	59.43	1:00.81
2:14.78	2:12.10	2:15.50	2:12.18	2:06.47	200 fr	2:02.71	2:09.59	2:12.84	2:09.51	2:12.14
4:41.10	4:38.25	4:45.20	4:37.88	4:28.08	400 fr	4:19.82	4:32.43	4:39.61	4:32.79	4:38.53
9:46.99	9:46.69	9:46.69	9:33.84	9:19.03	800 fr	8:59.31	9:22.59	9:35.19	9:35.19	9:35.19
18:58.20	18:42.69	19:03.23	18:46.71	17:51.51	1500 fr	17:35.07	18:24.62	18:40.82	18:20.68	18:35.85
32.73	32.22	32.73	32.18	31.26	50 bk	30.05	31.55	32.09	31.59	32.09
1:10.08	1:08.47	1:09.83	1:08.87	1:06.40	100 bk	1:03.44	1:07.52	1:08.46	1:07.13	1:08.71
2:30.36	2:27.77	2:29.49	2:26.92	2:23.13	200 bk	2:15.98	2:24.04	2:26.56	2:24.87	2:27.41
36.98	36.01	36.66	35.71	34.11	50 brst	33.49	35.01	35.94	35.30	36.26
1:19.99	1:18.64	1:19.99	1:18.59	1:14.51	100 brst	1:12.16	1:17.05	1:18.43	1:17.10	1:18.43
2:52.05	2:48.30	2:51.31	2:47.78	2:42.02	200 brst	2:35.41	2:44.49	2:47.95	2:45.00	2:48.68
31.53	30.41	31.18	30.27	28.95	50 fly	28.52	29.68	30.57	29.81	30.91
1:09.68	1:07.68	1:09.68	1:07.84	1:04.00	100 fly	1:02.89	1:06.51	1:08.31	1:06.35	1:08.31
2:33.37	2:33.37	2:33.37	2:30.36	2:22.83	200 fly	2:18.81	2:27.41	2:30.36	2:30.36	2:30.36
2:32.55	2:29.70	2:32.55	2:30.28	2:24.89	200 IM	2:19.34	2:27.33	2:29.56	2:26.76	2:29.56
5:25.70	5:19.72	5:25.14	5:19.93	5:07.61	400 IM	4:54.83	5:13.66	5:18.77	5:13.45	5:19.31

2010-2011 SNC MALE STANDARDS - East / West / Senior										
West 16&U	West 17&O	East 16&U	East 17&O	Sr. Nat.	EVENT	Sr. Nat.	East 17&O	East 16&U	West 17&O	West 16&U
LCM	LCM	LCM	LCM	LCM		SCM	SCM	SCM	SCM	SCM
26.04	25.15	25.79	25.32	24.28	50 fr	23.49	25.00	25.28	24.66	25.53
56.60	54.91	56.03	55.03	52.71	100 fr	51.20	53.95	54.94	53.83	55.49
2:02.44	2:01.62	2:02.44	2:01.15	1:56.25	200 fr	1:52.01	1:58.77	2:00.04	1:59.24	2:00.04
4:20.17	4:20.17	4:20.17	4:19.44	4:08.20	400 fr	3:59.62	4:14.35	4:15.07	4:15.07	4:15.07
9:16.73	9:16.73	9:16.73	9:06.33	8:41.04	800 fr	8:27.71	8:55.62	9:05.82	9:05.82	9:05.82
17:32.29	17:21.87	17:21.87	17:02.65	16:37.90	1500 fr	16:06.10	16:42.60	17:01.45	17:01.45	17:11.66
29.67	29.01	29.38	28.86	28.01	50 bk	26.92	28.27	28.80	28.44	29.09
1:03.50	1:01.97	1:03.50	1:03.09	1:00.10	100 bk	57.17	1:01.85	1:02.25	1:00.76	1:02.25
2:16.68	2:15.32	2:16.68	2:16.14	2:09.70	200 bk	2:03.47	2:13.47	2:14.00	2:14.00	2:14.00
32.68	32.35	32.35	31.74	30.55	50 brst	29.64	31.12	31.72	32.00	32.04
1:12.18	1:11.47	1:11.47	1:10.14	1:06.82	100 brst	1:04.58	1:08.76	1:10.07	1:10.07	1:10.77
2:36.82	2:35.27	2:35.27	2:34.04	2:26.76	200 brst	2:20.33	2:31.02	2:32.23	2:32.23	2:33.75
28.05	27.54	27.77	27.60	26.05	50 fly	25.57	27.06	27.23	27.00	27.50
1:01.76	1:01.15	1:01.15	1:00.35	57.24	100 fly	56.31	59.17	59.95	59.95	1:00.55
2:19.56	2:18.18	2:18.18	2:15.62	2:09.20	200 fly	2:05.43	2:12.96	2:15.47	2:15.47	2:16.82
2:18.39	2:17.03	2:17.03	2:16.68	2:10.62	200 IM	2:06.54	2:14.00	2:14.34	2:14.34	2:15.68
4:59.69	4:55.39	4:56.71	4:52.93	4:39.10	400 IM	4:30.20	4:47.19	4:50.90	4:50.90	4:53.81

The Qualifying Period for all SNC meets in 2010-2011 shall be September 1, 2009 to the published entry deadline for the competition.

The Entry Age for all SNC meets shall be the swimmer's age as of the first day of the meet.

Please Note: Time standards are generated for all events. This does not presume that all events will be offered at all competitions. Where an event is not offered at a competition the entry standard for that event cannot be used to access other events

5(j)

2010-2011 FEMALE AGE GROUP CHAMPIONSHIP STANDARDS										
12 & u	13	14	15	16-18	EVENT	16-18	15	14	13	12 & u
LCM	LCM	LCM	LCM	LCM		SCM	SCM	SCM	SCM	SCM
		28.50	28.30	28.00	50 fr	27.30	27.60	27.80		
	1:03.70	1:02.50	1:01.80	1:00.40	100 fr	58.90	1:00.30	1:01.00	1:02.10	
2:21.10	2:15.80	2:13.40	2:12.40	2:11.40	200 fr	2:08.20	2:09.10	2:10.10	2:12.40	2:17.60
4:59.00	4:49.10	4:42.40	4:38.40	4:37.70	400 fr	4:30.80	4:31.50	4:35.40	4:41.90	4:51.60
10:20.50	9:59.10	9:44.30	9:39.70	9:34.10	800 fr	9:19.80	9:25.30	9:29.70	9:44.20	10:05.00
20:18.00	19:36.00	19:07.00	18:57.50	18:48.00	1500 fr	18:17.30	18:29.10	18:38.40	19:06.60	19:47.60
		33.80	33.30	32.80	50 bk	32.00	32.50	33.00		
	1:13.10	1:11.50	1:10.10	1:09.20	100 bk	1:07.50	1:08.40	1:09.80	1:10.30	
2:39.50	2:36.20	2:32.30	2:31.20	2:30.00	200 bk	2:26.30	2:27.50	2:28.50	2:32.30	2:35.60
		37.10	36.90	36.30	50 brst	35.40	36.00	36.20		
	1:21.90	1:21.20	1:20.00	1:19.00	100 brst	1:17.10	1:18.00	1:19.20	1:19.90	
3:00.50	2:55.70	2:54.00	2:51.80	2:49.80	200 brst	2:45.60	2:47.60	2:49.70	2:51.40	2:56.00
		31.40	31.20	30.10	50 fly	29.40	30.50	30.70		
	1:10.10	1:07.80	1:06.70	1:06.00	100 fly	1:04.40	1:05.10	1:06.20	1:08.40	
2:45.50	2:36.70	2:31.90	2:28.90	2:27.80	200 fly	2:24.20	2:25.20	2:28.20	2:32.80	2:41.40
2:40.20	2:36.00	2:33.50	2:31.70	2:29.80	200 IM	2:26.10	2:28.00	2:29.70	2:32.10	2:36.20
5:40.50	5:31.50	5:25.80	5:23.50	5:21.30	400 IM	5:13.30	5:15.50	5:17.70	5:23.30	5:32.00

2010-2011 MALE AGE GROUP CHAMPIONSHIP STANDARDS										
13 & u	14	15	16	17-18	EVENT	17-18	16	15	14	13 & u
LCM	LCM	LCM	LCM	LCM		SCM	SCM	SCM	SCM	SCM
		26.50	26.10	25.40	50 fr	24.80	25.50	25.90		
	59.20	57.80	56.70	55.50	100 fr	54.10	55.30	56.30	57.70	
2:15.00	2:10.40	2:06.20	2:03.90	2:01.60	200 fr	1:58.10	2:00.80	2:03.10	2:07.20	2:11.70
4:45.00	4:36.40	4:30.50	4:25.70	4:22.20	400 fr	4:15.70	4:19.10	4:23.80	4:29.50	4:37.90
10:00.60	9:35.90	9:22.00	9:17.00	9:12.00	800 fr	8:58.20	9:03.10	9:11.00	9:21.50	9:45.60
19:07.40	18:40.60	18:15.70	18:03.60	17:37.30	1500 fr	17:10.90	17:36.50	17:48.40	18:12.60	18:38.80
		31.20	30.50	30.00	50 bk	29.30	29.70	30.50		
	1:08.30	1:06.50	1:04.90	1:03.70	100 bk	1:02.10	1:03.30	1:04.90	1:06.60	
2:33.40	2:26.00	2:21.40	2:19.90	2:18.40	200 bk	2:15.00	2:16.20	2:17.90	2:22.40	2:29.60
		34.20	33.90	33.70	50 brst	32.90	33.10	33.40		
	1:18.00	1:15.60	1:14.20	1:11.80	100 brst	1:10.00	1:12.40	1:13.80	1:16.10	
2:55.80	2:48.30	2:44.70	2:40.80	2:38.60	200 brst	2:34.70	2:36.80	2:40.60	2:44.10	2:51.50
		28.70	28.30	27.70	50 fly	27.00	27.60	28.00		
	1:05.20	1:03.50	1:02.30	1:00.90	100 fly	59.40	1:00.80	1:02.00	1:03.60	
2:40.00	2:29.70	2:24.90	2:23.20	2:20.90	200 fly	2:17.40	2:18.90	2:21.30	2:26.00	2:36.00
2:33.50	2:28.30	2:24.70	2:21.60	2:18.80	200 IM	2:15.40	2:18.10	2:21.10	2:24.60	2:29.70
5:30.60	5:14.60	5:07.90	5:02.60	4:58.20	400 IM	4:50.80	4:55.10	5:00.30	5:06.80	5:22.40

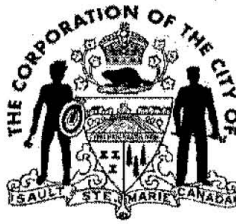
The **Qualifying Period** for all SNC meets in 2010-2011 shall be September 1, 2009 to the published entry deadline for the competition.

The **Entry Age** for all SNC meets shall be the swimmer's age as of the first day of the meet.

Please Note: Time standards are generated for all events. This does not presume that all events will be offered at all competitions. Where an event is not offered at a competition the entry standard for that event cannot be used to access other events

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 09 12

File: 11.7.12

Mayor Debbie Amaroso
Members of City Council

**RE: RECONSTRUCTION OF SMALL PUMPING STATIONS OPERATED BY PUBLIC WORKS –
ENGINEERING FEES**

At the 2007 10 15 meeting, Council approved the hiring of TSH Consulting Engineers (now AECOM) to provide design services and contract administration for the upgrades to the Lower Lake, Lower McGregor and Tallack Blvd. sanitary pumping stations. The upset limit for this work was **\$76,000**.

The scope of work has increased throughout the 4 years and there have been adjustments in billing rates. Changes to the scope of work and the corresponding fee increases are listed below:

- 1) Coordinated and completed inspections and analysis of the Pim Street and Clarke Creek forcemains including design and construction of access point chambers at various locations (\$5,200).
- 2) Reviewed, assessed and made recommendations for the upgrades to the Industrial Park Pumping Station (\$1,200).
- 3) Reviewed and made recommendations for the recent upgrades to the Pine Street Pumping Station after a pump failure (\$1,500).
- 4) Coordinated and retained a sub-consultant to complete the geotechnical investigation for the McGregor Avenue and Lake Street pumping stations which was not included in original agreement (\$11,000).
- 5) Design and construction tasks for the additional work on McGregor Avenue including forcemain replacement to Queen Street, sanitary sewer replacement through easement to McPhail and upgrades to the existing water distribution system (\$15,000).

Task 1 above was approved by Council at the 2008 04 14 meeting. Tasks 2 and 3 were small additions approved by staff when additional engineering expertise was required on two other stations. Tasks 4 and 5 were additional engineering work deemed necessary and appropriate to properly complete the upgrades to the McGregor station.

Based on the above extra tasks and an allowance for an increase in billing rates since 2007, the total additional fee is **\$42,000** which increases the upset limit to **\$118,000**. This amount includes the additional tasks completed to-date and an estimate of the fees to complete the current construction. The additional engineering can be covered under the overall approved budgets totaling \$627,000 from 2007 to 2011 for the reconstruction of these small pumping stations. No additional budget is required.

Recommendation

It is recommended that Council approve the additional \$42,000 in engineering fees for a revised upset limit of \$118,000 in the engineering services contract between the City and AECOM.

Respectfully submitted,

Recommended for Approval:



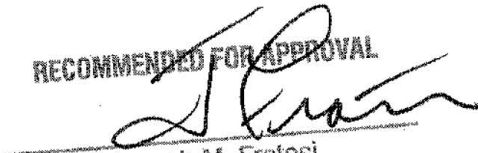
Carl Rumiel, P. Eng
Design & Construction Engineer



Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning
Department

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RECOMMENDED FOR APPROVAL

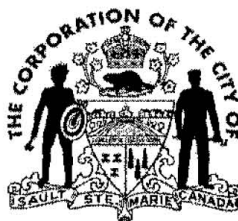


Joseph M. Fratesi
Chief Administrative Officer

5(1)

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 09 12

File: 11.8.2 – PUC WWTP Operations

Mayor Debbie Amaroso
Members of Council

**Re: Clark Creek Sewage Pumping Station – Valve and Sluice Gate Replacement
Contract for Engineering Services**

Council may recall an information report at the 2011 07 18 meeting outlining details of the valve and sluice gate replacement project at the Clark Creek Pumping Station located on Queen Street near Drake Street. The report noted that design, tendering and contract administration of the actual construction contract would be completed by a consulting engineer through a contract administered by the PUC.

Upon review, the administration fee and mark-up for PUC Services to administer the work on the City's behalf will be \$76,500. PUC Services explains that it is primarily due to significant on-site health and safety related inspection. The City can save this fee by retaining the services of the consultant directly, and administering it ourselves through the Engineering Division. Health and safety will not be compromised. Health and safety matters will be the responsibility of the contractor as they are under a typical City construction contract. The estimated engineering fees are \$142,000 which together with the construction estimate of \$900,000 is well within the \$1.2M budget in the sewer surcharge.

Accordingly, it is recommended that the City enter into an agreement for engineering services with Kresin Engineering Corporation for design and contract administration of the Clark Creek Pumping Station upgrades with an upset limit of \$142,000 including HST. If approved, an agreement will be brought to Council at a future meeting.

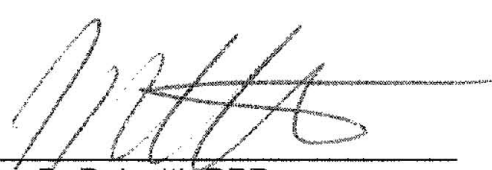
Respectfully submitted,

Recommended for Approval:



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

bb



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

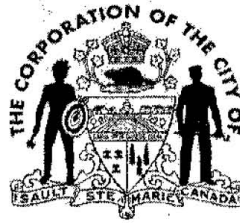
RECOMMENDED FOR APPROVAL

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Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

Don W. Maki, CBCO
Chief Building Official



ENGINEERING & PLANNING DEPARTMENT

Building Division

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

5(m)

2011 09 12

File No. 10082

Mayor Debbie Amaroso and
Members of City Council

**Re: Debris, Buildings and Abandoned Vehicles
Civic No. 608 "Rear" Douglas Street**

During the course of the last 14 months we have been attempting to have the adjacent owner bring the above noted property into compliance with Section 445 of the Municipal Act. An order was issued July 12, 2011 to have the owners remove all debris and buildings from the above noted property.

The order remains outstanding. It is our recommendation that the corporation hire the forces necessary to carry out the order dated July 12, 2011 by removing all debris including abandoned vehicles and all structures.

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

Respectfully submitted

Don Maki, CBCO
Chief Building Official
Property Standards Officer

Recommended For Approval

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

DWM/ds

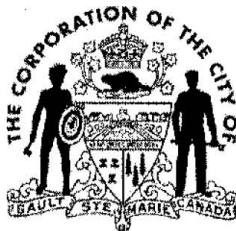
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

File No. P.3.3.

REPORT TO: Mayor Debbie Amaroso and Members of Council

REPORT FROM: Nuala Kenny, City Solicitor

DATE: 2011 09 12

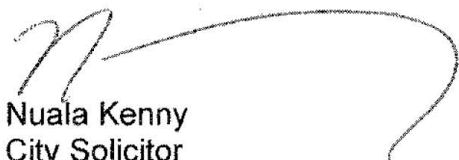
RE: TAXI BY-LAW 2005-154

The taxi by-law is administered by the Sault Ste. Marie Police Service but is in fact a City by-law.

I received notice from Chief Davies that at its meeting on July 27, 2011 the Police Services Board reviewed By-law 2005-154. The Board has requested that the by-law be rescinded and a new by-law be created. The by-law has been simplified to primarily address public safety issues rather than the extraneous issues which were covered in previous by-laws. I have attached a copy of the correspondence received from Chief Robert D. Davies.

By-law 2011-161 appears elsewhere on the agenda this evening.

Respectfully Submitted,


Nuala Kenny
City Solicitor

NK/da
Enclosure

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Council Reports\2011\P.3.3.Police Services Board - Taxi Sept 12 11

5(n)



SAULT STE. MARIE POLICE SERVICE

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

ROBERT D. DAVIES
Chief of Police

BOB KATES
Deputy Chief of Police

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

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

July 29, 2011

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

Dear Mayor Amaroso and Councillors:

Re: Taxi By-Law

At the Sault Ste Marie Police Services Board meeting on July 27, 2011, the Board approved amendments to the Taxi By-law.

As per the Municipal Act, this matter is being forwarded to City Council for approval. Please rescind By-law 154-2005 and approve the amended by-law as attached.

The attached by-law has been simplified to primarily address public safety issues rather than the extraneous issues which were covered in previous by-laws.

Yours truly,

Robert D. Davies
Chief of Police

RDD:ah

Attachment

cc: Sergeant L. Campbell, Planning & Research

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



SAULT STE. MARIE POLICE SERVICE

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

ROBERT D. DAVIES
Chief of Police

BOB KATES
Deputy Chief of Police

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

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

July 12, 2011

Judge James Greco, Chair
Sault Ste. Marie Police Services Board
580 Second Line East
Sault Ste. Marie ON P6B 4K1

Dear Judge Greco:

Re: Taxi By-law

By-law 55, amended to By-law 154-2005, was enacted to regulate, licence, and govern vehicles used for hire, including brokers, owners, and drivers of taxi cabs, sightseeing buses, limousines, and hotel shuttles in Sault Ste. Marie. Over the years a number of changes have been passed and amendments have been made.

I have attached the report of Sergeant L. Campbell and her draft revised by-law. It has been reviewed by City's Legal Department. The by-law has been simplified to primarily address public safety issues rather than the extraneous issues which were covered in previous by-laws.

If this revision meet with the Board's approval, it will be forwarded to City Council for final approval as per the Municipal Act.

Yours truly,

Robert D. Davies
Chief of Police

RDD:ah

Attachments

cc: Sergeant L. Campbell, Planning & Research

July 27, 2011

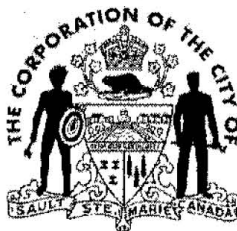
Approved by PSB.

Forwarded to Council.

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL DEPARTMENT

File No. L-112

REPORT TO: Mayor Debbie Amaroso and
Members of City Council

REPORT FROM: Lorie Bottos, Corporate Counsel

DATE: 2011 09 12

**RE: RENEWAL OF LEASE BETWEEN THE CITY AND CANADIAN
PACIFIC RAILWAY COMPANY TO MAINTAIN THE CITY
WELCOME SIGN**

For over forty-five years the City has leased from the Canadian Pacific Railway Company property at the east entrance to Sault Ste. Marie upon which is located the City's "Welcome" sign. The current lease expired on August 31st, 2011.

Canadian Pacific has prepared a new lease for a term of five years. The rental for the period September 1, 2011 to August 31, 2012 is \$600.00, plus HST. The amount of rent increases yearly to \$675.31, plus HST for the final year starting September 1, 2015. The lease just ending had an annual rent of \$562.75, plus HST.

RECOMMENDATION

By-law 2011-159 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Recommended for Approval,

Lorie Bottos
Corporate Counsel

Nuala Kenny,
City Solicitor

LAB/da

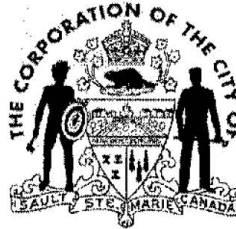
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

REPORT TO: Mayor Debbie Amaroso
and Members of Council

REPORT FROM: Nuala Kenny
City Solicitor

DATE: 2011 09 12

**SUBJECT: 1187839 ONTARIO INC. – 843 GREAT NORTHERN ROAD
& 605 THIRD LINE EAST —ZONING BY-LAW 2011-129 –
PLANNING APPLICATION A-14-11-Z.OP**

City Council passed By-law 2011-129 on July 18, 2011. The purpose of By-law 2011-129 is 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. The Applicant, 1187839 Ontario Inc. requested that they be permitted to construct a two storey medical office consisting of doctors, a small pharmacy, laboratory and x-ray facilities on the subject lands.

As required by the Planning Act notice was sent to all residents within 120 metres from the subject lands. An appeal has been filed by Mr. Wendyl Cameron and received in the Clerk's Office on August 5, 2011. A copy of the appeal is attached.

The procedure now is that Council is asked to pass the attached resolution indicating that despite the appeal, Council wishes to proceed with the by-law. Then Legal Department sends a package of material to the Ontario Municipal Board (OMB) and in due course the OMB will set a hearing date for the appeal if the Board decides that the issues raised in the appeal warrant a hearing.

Respectfully Submitted,


Nuala Kenny
City Solicitor
NK:cf


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

c.c. Peter Tonazzo, Planner, Engineering & Planning Dept.

Staff/Zoning/OMB/1187839 ontario inc./cf

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



Environment and Land Tribunals Ontario
Ontario Municipal Board
655 Bay Street, Suite 1500 Toronto, Ontario M5G 1E5
TEL: (416) 212-6349 or Toll Free: 1-866-448-2248
FAX: (416) 326-5370
www.elto.gov.on.ca

5(p)
APPELLANT FORM (A1)
PLANNING ACT

**SUBMIT COMPLETED FORM
TO MUNICIPALITY/APPROVAL AUTHORITY**

Date Stamp - Appeal Received by Municipality

Receipt Number (OMB Office Use Only)

Part 1: Appeal Type (Please check only one box)

SUBJECT OF APPEAL	TYPE OF APPEAL	PLANNING ACT REFERENCE (SECTION)
Minor Variance	☐ Appeal a decision	45(12)
Consent/Severance	☐ Appeal a decision	53(19)
	☐ Appeal conditions imposed	
	☐ Appeal changed conditions	53(27)
	☐ Failed to make a decision on the application within 90 days	53(14)
Zoning By-law or Zoning By-law Amendment	☒ Appeal the passing of a Zoning By-law	34(19)
	☐ Application for an amendment to the Zoning By-law – failed to make a decision on the application within 120 days	34(11)
	☐ Application for an amendment to the Zoning By-law – refused by the municipality	
Interim Control By-law	☐ Appeal the passing of an Interim Control By-law	38(4)
Official Plan or Official Plan Amendment	☐ Appeal a decision	17(24) or 17(36)
	☐ Failed to make a decision on the plan within 180 days	17(40)
	☐ Application for an amendment to the Official Plan – failed to make a decision on the application within 180 days	22(7)
	☐ Application for an amendment to the Official Plan – refused by the municipality	
Plan of Subdivision	☐ Appeal a decision	51(39)
	☐ Appeal conditions imposed	51(43) or 51(48)
	☐ Failed to make a decision on the application within 180 days	51(34)

Part 2: Location Information

843 Great Northern Road and 605 Third Line East
Address and/or Legal Description of property subject to the appeal:

Municipality/Upper tier:

Part 3: Appellant Information

First Name: _____ Wendy _____ Last Name: _____ Cameron _____
 _____ n/a _____
 Company Name or Association Name (Association must be incorporated – include copy of letter of incorporation)
 Professional Title (if applicable): _____ n/a _____
 E-mail Address: _____ n/a _____
 By providing an e-mail address you agree to receive communications from the OMB by e-mail.
 Daytime Telephone #: _____ 705-254-5556 _____ Alternate Telephone #: _____
 Fax #: _____
 Mailing Address: _____ 20 Birkshire Place _____ Sault Ste. Marie _____
 Street Address Apt/Suite/Unit# City/Town
 _____ Ontario _____ P6A 6J8
 Province Country (if not Canada) Postal Code
 Signature of Appellant: _____ Date: _____
 (Signature not required if the appeal is submitted by a law office.)

Please note: You must notify the Ontario Municipal Board of any change of address or telephone number in writing. Please quote your OMB Reference Number(s) after they have been assigned.

Personal information requested on this form is collected under the provisions of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, and the *Ontario Municipal Board Act*, R.S.O. 1990, c. O. 28 as amended. After an appeal is filed, all information relating to this appeal may become available to the public.

Part 4: Representative Information (if applicable)

I hereby authorize the named company and/or individual(s) to represent me:

First Name: _____ Frank _____ Last Name: _____ Provenzano _____
 Company Name: _____ Provenzano Law Professional Corporation _____
 Professional Title: _____ Lawyer _____
 E-mail Address: _____ frankj@provenzanolaw.ca _____
 By providing an e-mail address you agree to receive communications from the OMB by e-mail.
 Daytime Telephone #: _____ 705-949-5411 _____ Alternate Telephone #: _____
 Fax #: _____ 705-949-9899 _____
 Mailing Address: _____ 369 Queen Street East _____ 301 _____ Sault Ste. Marie _____
 Street Address Apt/Suite/Unit# City/Town
 _____ Ontario _____ P6A 1Z4
 Province Country (if not Canada) Postal Code
 Signature of Appellant:  _____ Date: AUG 5 / 2011

Please note: If you are representing the appellant and are NOT a solicitor, please confirm that you have written authorization, as required by the Board's Rules of Practice and Procedure, to act on behalf of the appellant. Please confirm this by checking the box below.

☐ I certify that I have written authorization from the appellant to act as a representative with respect to this appeal on his or her behalf and I understand that I may be asked to produce this authorization at any time.

Part 5: Language and Accessibility

Please choose preferred language: X English ☐ French

We are committed to providing services as set out in the *Accessibility for Ontarians with Disabilities Act, 2005*. If you have any accessibility needs, please contact our Accessibility Coordinator as soon as possible.

Part 6: Appeal Specific Information

1. Provide specific information about what you are appealing. For example: Municipal File Number(s), By-law Number(s), Official Plan Number(s) or Subdivision Number(s):

(Please print)

Zoning By-law 2011-129 under section 34(19) of the Planning Act, R.S.O. 2000, chapter P.13

2. Outline the nature of your appeal and the reasons for your appeal. Be specific and provide land-use planning reasons (for example: the specific provisions, sections and/or policies of the Official Plan or By-law which are the subject of your appeal - if applicable). **If more space is required, please continue in Part 9 or attach a separate page.

(Please print)

- 1) The site plan control process will not adequately protect the interests of the Appellant and adjacent land owners regarding the drainage of surface waters.
- 2) The Applicant has access to storm drains on Great Northern Road and Third Line and it is the position of the Appellant that the proposed development should be serviced with catch basins located on the property in accordance with a lot grading plan which protects the interests of adjacent property owners.

THE FOLLOWING SECTIONS (a&b) APPLY ONLY TO APPEALS OF ZONING BY-LAW AMENDMENTS UNDER SECTION 34(11) OF THE *PLANNING ACT*.

- a) **DATE APPLICATION SUBMITTED TO MUNICIPALITY:** MAY 13, 2011
(If application submitted before January 1, 2007 please use the O1 'pre-Bill 51' form.)

- b) Provide a brief explanatory note regarding the proposal, which includes the existing zoning category, desired zoning category, the purpose of the desired zoning by-law change, and a description of the lands under appeal:
**If more space is required, please continue in Part 9 or attach a separate page.

Rezone Area 1 from "H" (Highway) zone to "H.S." (Highway) zone with a special exception; Rezone Area 2 from "M2" (Medium Industrial) zone to "M2.S" (Medium Industrial) zone with special exception – all to permit the construction of a two storey medical office building (see attached subject Area Map).

Part 7: Related Matters (if known)

Are there other appeals not yet filed with the Municipality?

YES ☐

NO ☒

Are there other planning matters related to this appeal?

YES ☐

NO ☒

(For example: A consent application connected to a variance application)

If yes, please provide OMB Reference Number(s) and/or Municipal File Number(s) in the box below:

(Please print)

Part 8: Scheduling Information

How many days do you estimate are needed for hearing this appeal? ☐ half day ☒ 1 day ☐ 2 days ☐ 3 days
☐ 4 days ☐ 1 week ☐ More than 1 week – please specify number of days: _____

How many expert witnesses and other witnesses do you expect to have at the hearing providing evidence/testimony?
2

Describe expert witness(es)' area of expertise (For example: land use planner, architect, engineer, etc.):

Engineer with expertise in surface draining issues

Do you believe this matter would benefit from mediation? YES ☐ NO ☒
(Mediation is generally scheduled only when all parties agree to participate)

Do you believe this matter would benefit from a prehearing conference? YES ☐ NO ☒
(Prehearing conferences are generally not scheduled for variances or consents)

If yes, why? _____

Part 9: Other Applicable Information **Attach a separate page if more space is required.

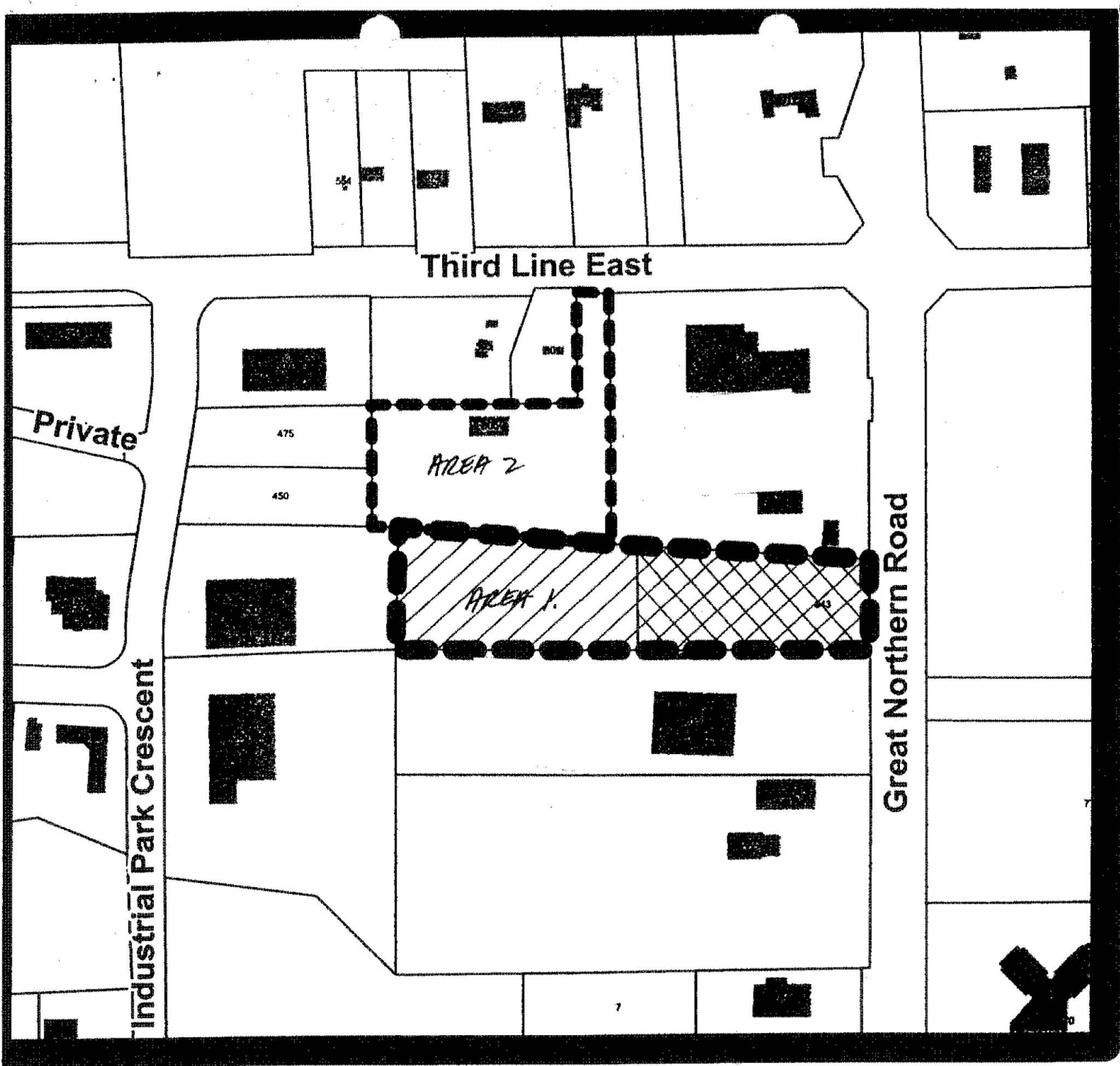
The Applicant has a history of activity which evidences non-compliance with bylaw requirements and indifference to neighbouring properties. The Applicant placed substantial fill material on the subject property, the run off from which affected the natural flow of surface waters in and about the subject and adjacent properties, including properties of the Appellant located on Industrial Park Crescent and identified as number 450, 475 and 500 on the subject Area Map attached as a schedule to this Appellant Form.

Part 10: Required Fee

Total Fee Submitted: \$ _____

Payment Method: ☐ Certified cheque ☐ Money Order ☒ Solicitor's general or trust account cheque

- The payment must be in Canadian funds, **payable to the Minister of Finance.**
- **Do not send cash.**
- **PLEASE ATTACH THE CERTIFIED CHEQUE/MONEY ORDER TO THE FRONT OF THIS FORM.**



SUBJECT AREA MAP

**Planning Application
A-14-11-Z-OP**

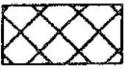
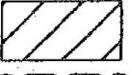
**843 GREAT NORTHERN ROAD
605 THIRD LINE EAST**

Maps
98 & 1-112

Mail Label ID
A-14-11-Z

Metric Scale
1 : 3000

May, 2011

-  Subject Area
-  Area 1= Rezone from HZ to HZ Special
-  Area 2 = Rezone from M2 to HZ Special
-  Additional Land Holdings

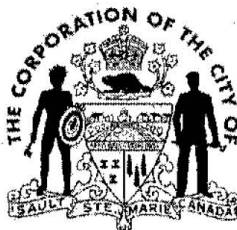


5(q)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



**LEGAL
DEPARTMENT**

File No. S.3.2.19

REPORT TO: Mayor Debbie Amaroso
and Members of City Council

REPORT FROM: Lorie Bottos, Corporate Counsel

DATE: 2011 09 12

**RE: PART LOT CONTROL BY-LAW FOR LOTS 529, 530 AND 566
ON PLAN 7602 (SAULT STE. MARIE PARK SUBDIVISION) 654
KORAH ROAD**

By-law 2011-70 was passed on April 18, 2011. This by-law was a part lot control by-law. What a part lot control bylaw does is that it allows a developer to build a semi-detached building or townhouses on the property without the necessity of going to the Committee of Adjustment for a severance. That by-law was registered on title.

The City's procedure now is to repeal and register such by-laws once the developer has had the opportunity to benefit from the passing of the part lot control by-law. If the original bylaw is not registered the lots could be further divided without any review. By-law 2011-162 has the effective of repealing By-law 2011-70. It will be registered on title.

Respectfully submitted,

Lorie Bottos,
Corporate Counsel

Recommended for approval.

Nuala Kenny,
City Solicitor

da

RECOMMENDED FOR APPROVAL

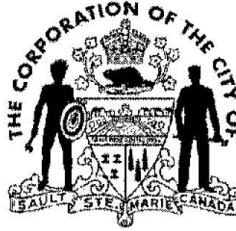
Joseph M. Fratesi
Chief Administrative Officer

5(r)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

REPORT TO: Mayor Debbie Amaroso
and Members of Council

REPORT FROM: Nuala Kenny
City Solicitor

DATE: 2011 09 12

RE: **PRINCE TOWNSHIP INSPECTION AGREEMENT**

Over the past several years Prince Township has been contracting our Building Division's inspection and plans examination services. The previous 3 year agreement has come to an end and Prince Township would like to renew the existing agreement for another 3 year term.

The agreement provides for a \$7,000.00 plus H.S.T tax compensation per year plus \$50.00 per hour charge for projects beyond typical residential construction.

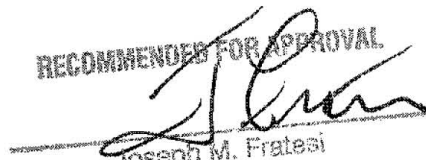
The Building Code Act allows municipalities to enter into agreements to share services pending council approval.

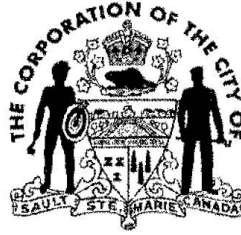
I recommend that council approve By-law 2011-158 that would allow the Corporation to enter into an agreement to provide inspection and plans examination services for another 3 year term.

Respectfully submitted,


Nuala Kenny
City Solicitor
NK/cf

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer



2011 09 12

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Sustainable Site Plan Guidelines
Request for Adoption

Introduction

At the April 4, 2011 Council Meeting, Planning staff presented a report on Sustainable Site Plan Guidelines. This reports stemmed from a May 12, 2008, Council resolution requesting staff to comment on the topics of "green" canopies and "Eco-friendly" parking lots.

Subsequent to the April 4, 2011 meeting, Planning staff, in cooperation with the Planning Advisory Committee hosted a public open house on June 1, 2011, inviting the general public and members of the local development industry to discuss and provide input on the proposed Sustainable Site Plan Guidelines.

At the open house, approximately 50 people from varying backgrounds and interests attended, including the development industry, professional design and engineering firms, public health officials, as well as interested residents. Numerous positive comments were received for the initiative, with several developers commenting that the guideline must be consistently applied to all new developments, however, variations must be considered when dealing with smaller properties. In addition, a letter of support from Dr. Allan Northan, Medical Officer of Health, is attached (Attachment No. 1), highlighting the important role the built environment plays in both an individual's and community's health.

As well, on June 2, 2011, the proposed guidelines were formally endorsed by the City's Municipal Environmental Initiatives Committee. At this time, Planning staff is recommending Council's adoption of the Sustainable Site Plan Guideline as a mechanism to incorporate sustainable design elements into new commercial and institutional uses, to be implemented through the Site Plan approval process.

Background

Tree canopies and landscaped elements provide a number of environmental, as well as aesthetic benefits to both the developments themselves, and the community as a whole.

Providing canopies and other environmental elements to developments is generally referred to as a "sustainable" design or development.

Communities throughout North America are encouraging, and in many cases regulating that new developments incorporate environmentally sustainable elements into their development plans. The major reason for this is the increased awareness of the environmental impact that many forms of development, particularly large-scale development, has on a municipality.

The City's Zoning By-law prescribes minimum landscaped areas to be provided on all new development. However, current implementation of sustainable design features (i.e. shade trees, landscape beds, pedestrian amenities, etc.) is done on a site-by-site basis according to the preference of individual property developers. For this reason, differences exist in the amount and quality of sustainable design features provided on site. This often results in debates amongst developers themselves and City staff as to the proper amount and quality of landscaping and other features for new development, and results in inconsistent development standards across the community.

The adoptions of the "Sustainable Site Plan Guideline" (Attachment No. 2) will assist developers with guidance on what sustainable design features can be implemented for their sites and will benefit staff in ensuring a uniform review process and the implementation of consistent standards for all new development.

Sustainable Sites

There are several approaches to "greening" a parking lot; however, based on research of best practices, three critical elements characterize sustainable site design. These include:

- 1.0 Addressing storm-water management on site
 - Using landscape elements to mimic pre-development drainage
- 2.0 Addressing "Heat Island Effect" (HIE)
 - Utilizing the shading effect created by tree canopies and non heat-absorbent materials.
- 3.0 A comprehensive, sustainable built environment
 - The creation of a built environment which reduces the environmental footprint, encourages alternative modes of travel and incorporates sustainable and high standards of urban and landscape design.

1.0 Addressing Storm Water Management On Site

Currently, all storm water management must conform to the Ministry of Environment's regulations which stipulate that all storm water must be treated for both quantity and quality before it can enter the municipal sewer system. Typically, post development flows cannot exceed pre-development flows and between 70-80% of all particulate matter must be removed before entering municipal storm sewers.

Not all storm water can be treated on site, but a variety of landscape provisions can significantly reduce the amount of surface run-off that enters the municipal sewer and treatment facilities.

Green parking lots and other forms of sustainable development can aid stormwater management plans. These alternate methods of development will reduce the impact upon both storm water systems and the natural environment by resembling the natural, pre-development hydrological system.

The on-site treatment of stormwater can be accommodated utilizing a number of approaches, including bio-swales, bio-retention areas, as well as traditional stormwater retention areas.

2.0 Addressing "Heat Island Effect" (HIE)

Sustainable sites also reduce urban microclimates, known as the Heat Island Effect (HIE). Heat islands occur when natural vegetative areas are replaced by large, dark, typically paved surfaces (i.e. parking lots, roads, roofs, etc.) which absorb incoming sunlight, heating the immediate area. The heat island effect is also exacerbated by the reliance on driving to auto-centric developments as well as the use of air conditioners to combat the heat as these activities release carbon dioxide into the environment.

One way to mitigate HIE is to plan for tree canopies as part of new developments. A 'tree canopy' is generally defined as the upper portion of a forest, where the tree grows to absorb the maximum amount of solar radiation.

This same concept can be applied to new developments where tree plantings can be incorporated and planned to create a canopy, with the goal of reducing the amount of heat absorbing surfaces. A sufficient amount of trees spread around the development will create shaded areas, therefore reducing the HIE and enhancing the visual character of the lot. As part of the proposed guideline, a tree planting ratio of one shade tree for every 12 parking spaces will be applied to all new developments.

Other options to reduce HIE is to utilize alternative parking surface materials that absorb minimal heat in comparison to traditional dark, asphalt paving methods. Light colored stone pavers or concrete can reflect a proportion of the incoming solar radiation, reducing the micro climates associated with a particular parking lot.

Together, these measure can have a large impact on reducing the HIE and in turn, reduces power consumption (less need for air conditioners), decreases total greenhouse gas emissions, improves the health of the area and inhabitants and helps restore natural climate conditions.

3.0 A Comprehensive, Sustainable Built Environment

Landscape elements and the on-site treatment of stormwater is only part of a sustainable development. The overall built form of the site has a tremendous role on the environmental impact of a new development.

Developments that are set-back a far distance from public streets, sidewalks and bus stops inhibits residents from using alternative modes of transportation such as cycling,

walking or transit. For this reason, new developments should be encouraged to locate close to the street, which will provide residents who need to access these developments alternative travel choices.

In addition, new developments should be encouraged to incorporate pedestrian and cycling amenities to encourage these modes of transportation.

Pedestrian routes through a parking lot should be well defined in order to reduce the amount of people walking through traffic areas and to provide a clear pedestrian access to the main entrances of a building. This can be accomplished using paving material and landscaping elements in order to provide a visual cue for motorists and pedestrians. Pedestrian linkages should also provide a link between the main entrance of a building and public transit stops.

Cycling facilities such as bike racks, shelters, and lanes should also be planned as part of new developments as more and more residents are choosing to use this mode of transportation.

Other Applications of Sustainable Development

Residential Areas

Many of the above mentioned elements, particularly bio-swales and bio-retention areas can also be incorporated within new residential developments as part of the overall stormwater management plan. Staff will continue to review the applicability to residential areas as part of their on-going review of sustainable development standards.

Implementation of Sustainable Site Plan Guidelines

Section 41 of the Ontario Planning Act allows municipalities the ability to implement landscape and design guidelines through Site Plan Control. Site Plan Control is a coordinated review process administered by the City's Planning Division to specify, illustrate and regulate the manner in which a development proposal for a property is to be implemented on site.

The intent is to optimize the functioning, aesthetics and safety features of the proposed development and to minimize the impact that the proposal may have on the surrounding area and the Municipality with respect to such matters as buildings and parking locations, landscaping, drainage, services, easements, road widenings, vehicular and pedestrian movement, privacy and buffers, sensitive construction areas such as ravines, on-site storage areas and the environment.

The Site Plan Control process is finalized with a formal Agreement between the subject property owner and the Municipality and contains clauses and plans that specify how the site is to be developed. The Agreement is registered on title, which means the provisions of the agreement are to be upheld by future owners of the property.

As required by the Ontario Planning Act, the implementation of guidelines will require Official Plan policies that would set the framework for this document. The Official Plan does contain several policy directions for the implementation of the proposed guidelines. In addition, Planning Staff will be recommending a number of new policies to be

incorporated into the Official Plan's consolidated (currently under preparation). Attached to this report is a summary of existing and proposed Official Plan policies that support the implementation of Sustainable Site Plan measures (Attachment No. 3).

Summary

As climate change is compelling municipalities to assess the sustainability of development, many cities are encouraging and regulating "green" or sustainable development standards to lessen the environmental footprint of new construction. There are a number of landscaping and building solutions which both reduce the environmental impact and add to the visual aesthetic of a development. Sustainable development standards which address on-site stormwater runoff, mitigate the urban heat island effect and provide a sustainable built environment will complement the City's "Naturally Gifted" character, and enhance the health and well being of community residents.

Attached to this report is the proposed Sustainable Site Plan guideline, which outlines environmental as well as layout and design standards that can be incorporated into new developments within areas that are subject to Site Plan Control. It is intended that these guidelines will be applied to new commercial and institutional developments. Most commercial properties in the community are already designated areas of Site Plan Control, however, institutional properties will need to be designated. The by-law to designate these lands will appear on the September 26, 2011 Council agenda.

This document is also intended to be used as a guideline for municipal developments such as recreational facilities and public parking lots.

This guideline was developed by researching the existing best practices of other municipalities, particularly ones in Ontario. Planning staff then formulated the guideline to ensure that the provisions are appropriate for development in Sault Ste. Marie. The proposed guideline is organized using the interrelated categories of Section 41 (4) and (7) of the Ontario Planning Act relating to Site Plan Control. In addition to the guideline, City staff formulated a planting list identifying trees, shrubs and other plantings that are suitable for this region to help achieve the environmental measures sought by this guideline (this document is available to be reviewed in the Planning Division or on the City's website).

Planning Director's Recommendation

1. That City Council adopts the proposed Sustainable Site Plan Guideline for the implementation of sustainable design features as part of new commercial and institutional development, to be administered through the City's Site Plan Control process, and that this guide also serve as direction for future municipal development.
2. That all Riverfront Zone (C3), General Commercial (C4), Shopping Centre (C5), Highway (HZ) and Institutional (I) zones be designated as areas of Site Plan Control, for the purpose of implementing sustainable design features, consistent with the City's Official Plan and the Sustainable Site Plan Guideline as part of new development and re-development.

ST/pms

Attachment No. 1

Letter from Dr. Allan Northan, Medical Officer of
Health, Algoma Public Health

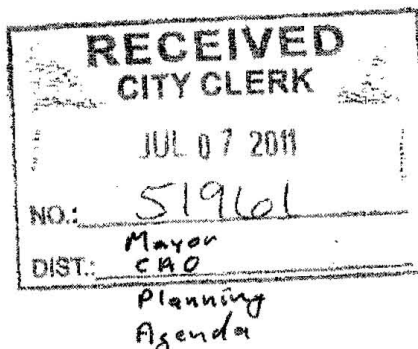


Algoma
PUBLIC HEALTH
Santé publique Algoma

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

June 28, 2011

Malcolm White
City Clerk
City of Sault Ste. Marie
Sault Ste. Marie ON P6A 5X6



Dear Malcolm,

On behalf of Algoma Public Health I am writing this letter to indicate our support for the "Sustainable Site Plan Guidelines: for commercial and institutional developments" recently created for the City of Sault Ste. Marie.

Proper planning helps a community set goals about how it will grow and develop, and to work out ways of reaching those goals while keeping health, social, economic, and environmental elements in mind. Land-use planning balances the interest of the individual property owners and the wider interests of the whole community. Consideration for protecting and improving the built environment plays an important role not only to a sustainable future but ensures that planning decisions protect the health and well-being of its citizen's. The guidelines in this document provide this direction and can be a start to future decisions on matters related to land-use planning and development.

Physical inactivity, sedentary lifestyle, overweight and obesity are associated with escalating chronic disease rates. The majority of Canadian adults are inactive, risking their health and quality of life. The built environment has an important role to play in both an individual's and community's health. In an active community, the built environment supports and enables healthy, active living by providing opportunities for people of all ages to engage in daily physical activity and active modes of transport (i.e. walking and cycling). A vibrant community is created when community stakeholders, decision-makers like yourselves, interest groups and residents place value on, and work towards health, social, economic and the environmental elements.

I applaud your work towards building a healthier, more active community and look forward to a strong ongoing partnership, between Algoma Public Health and stakeholders who have a vested interest in improving the health of our community.

Sincerely,

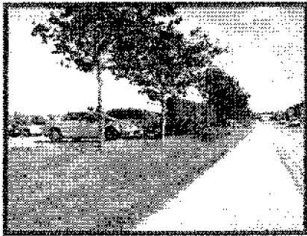
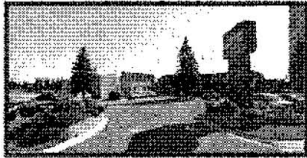
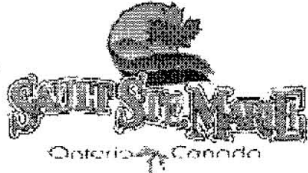
Dr. Allan Northan, M.D., M.H. Sc., F.R.C.P.(C)
Medical Officer of Health

Blind River
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9B Lawton Street
Blind River, ON P0R 1B0
Tel: 705-356-2551
TF: 1 (888) 356-2551
Fax: 705-356-2494

Elliot Lake
Algo Centre
151 Ontario Avenue
Elliot Lake, ON P5A 2T2
Tel: 705-848-2314
TF: 1 (877) 748-2314
Fax: 705-848-1911

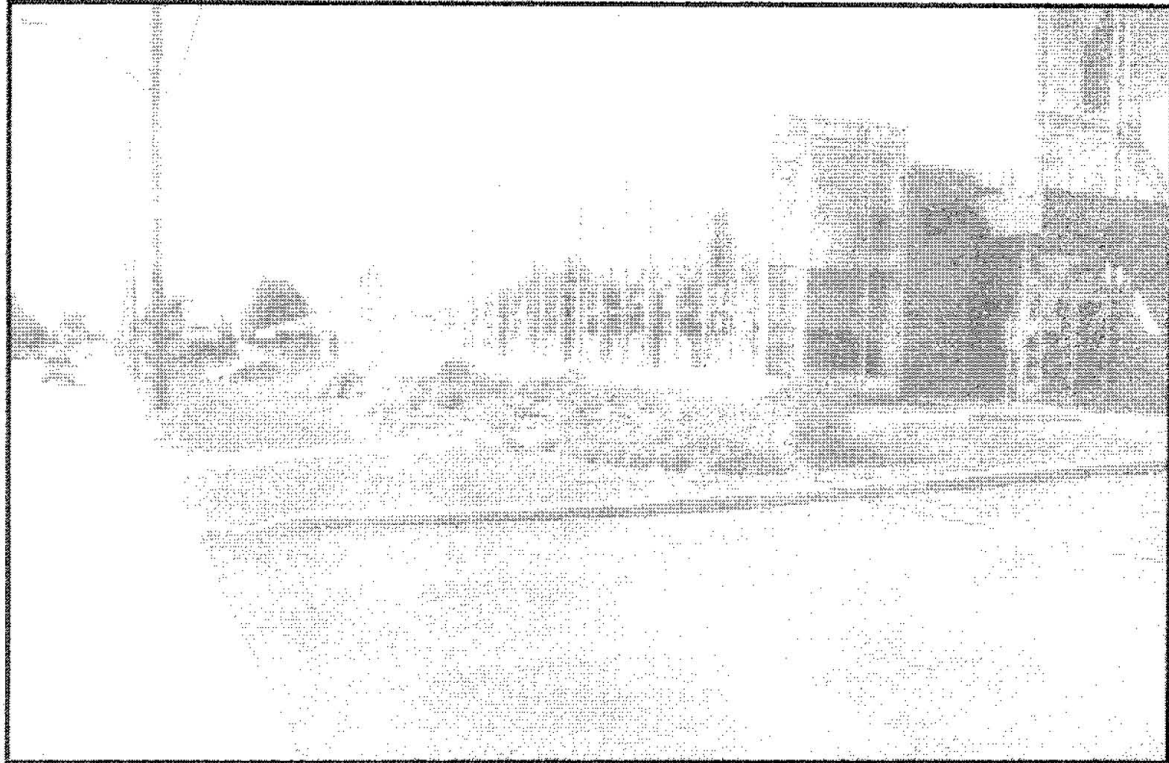
Sault Ste. Marie
294 Willow Avenue
Sault Ste. Marie, ON P6B 5B7
Tel: 705-942-4646
TF: 1 (866) 892-0172
Fax: 705-759-1534

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



City of Sault Ste. Marie

Planning Division



Sustainable Site Plan Guidelines

For commercial and institutional developments.

Sustainable Site Plan Guidelines For Commercial and Institutional Developments

Introduction

The following is a guideline for the sustainable development of commercial and institutional sites. The guideline was developed, with input from:

- Other municipalities
- City departments and agencies
- Public open house
- Planning Advisory Committee
- Municipal Environmental Initiatives Committee

Purpose

The concept of sustainability includes economic, environmental, social and health elements. This guide serves to better the environmental, social and public health aspects of commercial and institutional sites to complement the economic investment of new developments and to create sites that befit our "Naturally Gifted" Community. This guideline provides a sustainable approach to efficient site layout, drainage, landscaping, accessibility, pedestrian, transit and age-friendly design.

Guideline Contents

The guideline is divided into eight categories derived from those parts of Section 41 of the *Planning Act* concerned with the approval of site plans. These categories and their corresponding sections of the *Planning Act* are:

- | | |
|---|-----------------------------------|
| ▪ Building and Site Layout; 4 (1, 2) | ▪ Lighting; 7 (5) |
| ▪ Roads, Access Points and Directional Signage; 7 (1, 2) | ▪ Landscaping; 7 (6) |
| ▪ Parking; 7 (3) | ▪ Refuse Areas; 7 (7) |
| ▪ Pedestrian, Cycling and Barrier-Free Design; 7 (4, 4.1) | ▪ Stormwater Management; 7 (8, 9) |

Summary of Site Plan Control Application Process

New Site Plan Applications shall be reviewed to ensure consistency with this guideline. New development will be expected to incorporate the design elements outlined in this guideline, or similar measures to address sustainable site design. The Site Plan Application process requires the following separate drawings:

- | | |
|--|--|
| ▪ Site Plan | ▪ Building Elevation Plan |
| ▪ Landscape Plan with planting details | ▪ Stormwater Management/Servicing Plan |

Applications submitted that do not include the above-mentioned plans will be considered incomplete and will not be reviewed. Pre-application consultation is required. The Site Plan review process generally takes 3 to 6 weeks, based on a complete application. This does not include any review or approvals required by the Ministry of Environment with respect to on-site stormwater management. Appendix A contains a flow chart of the Site Plan Control process. Where development requires that a Site Plan Agreement be formalized, no building permit applications can be reviewed and no permits can be issued until such agreement has been finalized.

General Official Plan Policies Relating to Sustainable Site Design

The City's Official Plan supports the provision of sustainable site design. The following general policies shall guide future development in the Community.

- The City shall continue to develop and promote itself as an attractive, clean, culturally rich, friendly and safe community.
- Design streets, places and facilities to be safe, active and accessible to all.
- Utilize ecologically based planning methods and procedures.
- Develop the physical form of the community to be environmentally sustainable, functionally efficient and aesthetically pleasing.

Interpretation

This Guideline is meant to be read in its entirety, and in conjunction with the City's Official Plan & Zoning By-law. Site Design must also consider other applicable City regulations including, but not limited to, the Streets By-law (2008-131), Sewer By-law (2009-50), Signs By-law (2005-166), the Ontario Building Code, etc., or any other applicable laws or regulations.

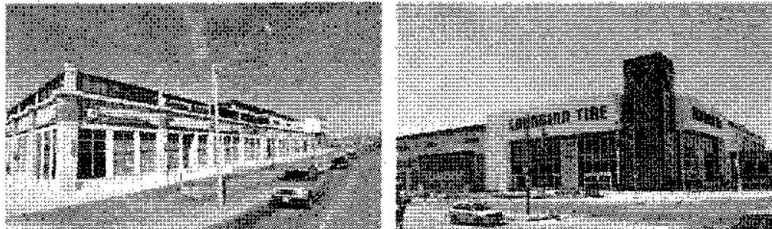
1. Building and Site Layout

The layout of the built environment has a large impact on the overall health of community residents. A built environment that supports and encourages active (walking and cycling) and public (transit) transportation can lead to developments that support healthy lifestyles, and that are more environmentally sustainable. New development should also occur in a manner that enhances the streetscape and facilitates future intensification opportunities.

Official Plan Policies:

- Human scale compatibility with surrounding development shall be encouraged
- A high standard of site design shall be promoted in strategic or prominent locations, i.e. along major arterials.
- The visual quality of visitor access corridors should be enhanced. Front yard landscaping and landscaped buffers should be provided to separate and visually screen parking areas from the street and abutting properties.

- 1.01 Orient the front facade to face the public street and locate front doors to be visible, and directly accessible, from the public street.



The front doors and the front facades of these buildings face and enhance the streetscape.

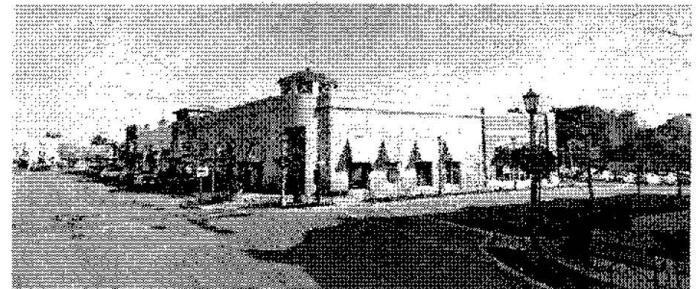
- 1.02 Locate buildings close to each other and along the front of the street to encourage ease of walking between buildings and to public transit. For large developments

that require on-site transit service, coordinate the location and integration of transit stops and shelters early in the design process to ensure sufficient space and adequate design.

New buildings should not exceed minimum Zoning setbacks for the front and exterior yards, in order to define the street edge and create pedestrian scale streetscapes.

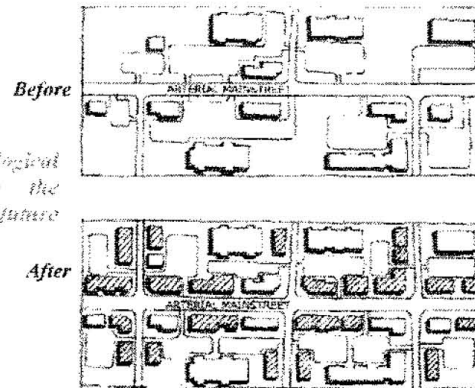


Density and location of buildings create a streetscape and encourage public transit and pedestrian travel



Parking located behind buildings

- 1.03 Base new and adjoining developments on an internal circulation pattern that allows logical movement throughout the site that will accommodate, and not preclude, intensification over time. Design the internal circulation pattern with direct connections to the surrounding streets.



Internal access roads are logical connections to and from the mainstreet and support future intensification.

- 1.04 Use buildings, landscaping and other streetscape elements to create continuous streetscapes.



- 1.05 Plan the site to include areas for temporary snow storage, if needed, without conflicting with site circulation, landscaping, required parking and accessible walkways.

- 1.06 Locate and design ground-mounted and wall-mounted signs to complement the character and scale of the building and area. Integrate landscape features with ground-mounted signs.
- 1.07 Consolidate signage on properties with multiple uses.
- 1.08 Design signage to adhere to Signage By-law.

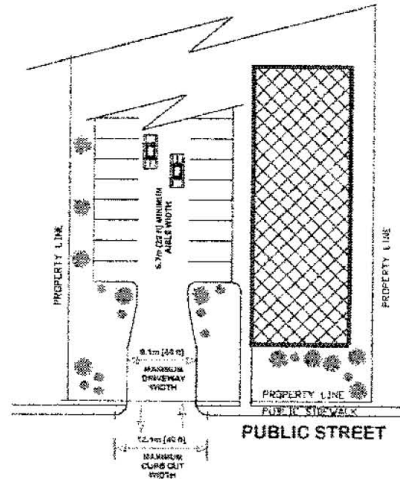
2. Roads, Access Points and Directional Signage

The goal of new developments shall be to enhance connections that link a development site to public transit, roads and pedestrian walkways. Vehicular access and internal site circulation must be complementary to pedestrian, cycling and transit access.

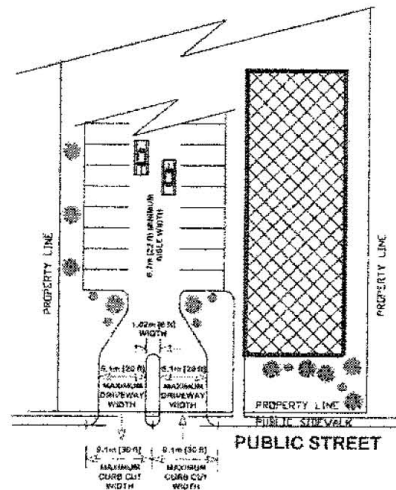
Official Plan Policies:

- Site design shall consider the impact on street functions and pedestrian, cycling and vehicular access.
 - Alternative transportation and energy efficient forms of transportation such as public transit, cycling and walking shall be supported.
 - Shared driveways and direct vehicular access between commercial uses shall be encouraged.
 - Ensure layout of the parking lots and adjacent buildings will accommodate future connections to adjoining properties.
- 2.01 Design and locate internal roads and parking lots to minimize the number of vehicle crossings over primary pedestrian routes.
- 2.02 Limit number of individual access points directly onto major arterials and encourage shared access between abutting uses to allow for the circulation of vehicles between sites. Provide access to parking lots from secondary streets whenever possible.

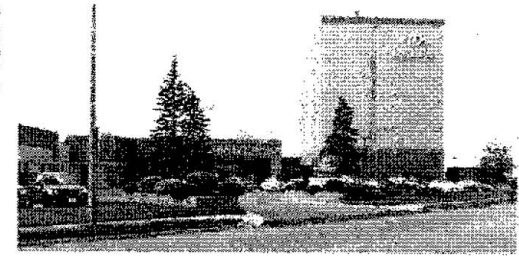
- 2.03 Minimize the width of access driveways. For two way driveways, the maximum allowed width is 9.1 m (30 ft) measured perpendicular to the centre line of driveway at street line. At the street, the maximum allowed width of a curb cut is 12.1 m (40 ft). (If the distance from the sidewalk to the roadway is greater than 3 m (10 ft) this dimension may be increased at the discretion of the Commissioner of Engineering and Planning to provide a deceleration area).



For one way driveways (including each half of a divided driveway), the above dimensions shall be reduced by 3.0 m (10 ft) (Sault Ste. Marie, Streets By-law).



- 2.04 Locate vehicular access points to the sites as far away as possible from street intersections or any other adjoining driveways.
- 2.05 Curb returns may be allowed, depending on traffic volumes, subject to the approval of the Commissioner of Public Works and Transportation. Flaring of curb-ramps is not permitted.
- 2.06 Define street access driveways and internal vehicle routes with curbed landscaped areas, tree planting and lighting.



- 2.07 For uses with drive-through facilities, locate the start point to the stacking lane in a manner that queued vehicles do not block traffic along the public streets, sidewalks, or the movement of pedestrians or other vehicles on site. Locate stacking lanes away from adjacent sensitive uses, such as residential and outdoor amenity areas, to reduce the impacts of noise and pollution that could be caused by stacking cars. Use landscaping and fencing to help buffer the impacts of idling vehicles.
- 2.08 Where circulation routes require wider driveways and turning radii (i.e. fire lanes, service areas), coordinate the location of these routes with major drive aisles.
- 2.09 For car washes, allow a sufficient driving distance from the car wash exit to the public street to minimize tracking water onto the street during winter conditions.
- 2.10 External and internal directional signage, when needed, shall be shown on a separate plan and reviewed as part of the Site Plan Application process.

3. Parking

Parking design should consider urban heat island and stormwater run off effects, while providing a visually pleasing environment.

Official Plan Policies:

- Rather than one extensive parking area, have several smaller-sized parking areas defined by landscaping and pedestrian amenities.

- 3.01 Where possible, locate parking lots to the rear or side of buildings and minimize parking between the public right-of-way and the front and exterior side facade of the building. Orient parking to accommodate future intensification.
- 3.02 Provide only the minimum number of parking spaces required in the Zoning By-law to support the use in an effort to reduce the surface parking area.
- 3.03 Divide larger parking lots both visually and functionally into smaller parking areas.
- 3.04 For developments with multiple phases, parking areas should be constructed incrementally to match land use build-out schedules. Areas not required for parking and interim parking should be landscaped or remain in a natural state.
- 3.05 Shopping cart corrals are encouraged to extend the width of two parking rows and incorporate landscaping to buffer adjacent parking spaces.
- 3.06 Limit the use of dark, impervious surfaces within the parking lot: use light-coloured materials, such as concrete or light-coloured pavers to reduce surface temperatures and contribution to the urban heat island effect.
- 3.07 Reserve sufficient and correctly sized parking spaces for barrier-free access as per the Zoning By-law.

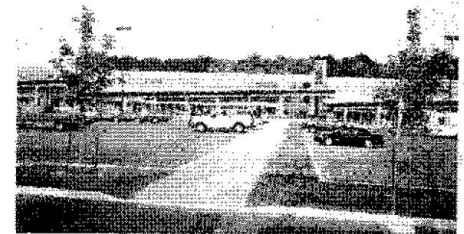
4. Pedestrian, Cycling and Barrier-Free Design

In order to create an environment that encourages healthy, alternative modes of travel, site design should account for accessible, safe, and clearly defined pathways for walking, cycling and wheelchair use, that do not conflict with vehicular traffic.

Official Plan Policies:

- The physical form of the community shall be friendly and accessible to all users and development shall respect and reinforce the human scale.
- Public Transit and pedestrian travel shall be promoted in new development through the creation of pedestrian-friendly environments. New developments shall provide walking facilities to separate pedestrian and vehicular travel, and ensure reasonable walking distances to transit stops.
- For all new development and redevelopment, accessibility parking will be provided in accordance with the requirements of the City of Sault Ste. Marie's Comprehensive Zoning By-law.
- All new development sites shall be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design.

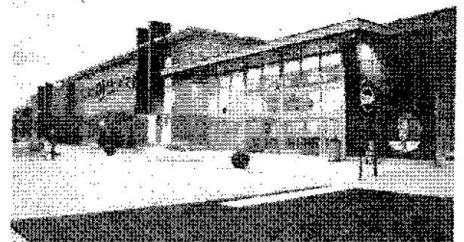
- 4.01 Design pedestrian connections that are convenient, comfortable, safe, easily navigable, continuous and barrier-free, and that lead directly to and from the building entrances to public sidewalks and transit stops.



A walkway provides a safe pedestrian connection through a parking lot

- 4.02 Distinguish walkways from driving surfaces by using varied paving treatments that differ from asphalt, such as concrete or paving stone.

Pedestrian walkways enhance safety for crossing driveways



- 4.03 Provide unobstructed pedestrian walkways that are a minimum of 1.5 m (5') wide along any façade with a customer entrance, along any façade adjacent to parking areas, and between the primary entrance and the public sidewalk. Provide additional width and elevation where doors swing out and car bumpers can potentially interfere with the walkway.

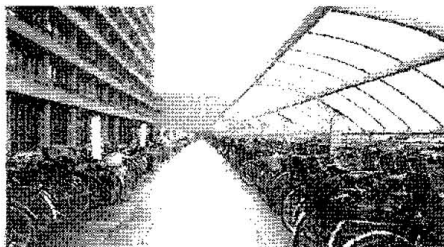


- 4.04 Provide an unobstructed 1.5 m (5') wide sidewalk in the public right-of-way across private access driveways. Ensure little or no elevation change.

Enhanced pedestrian crosswalk across private access driveway

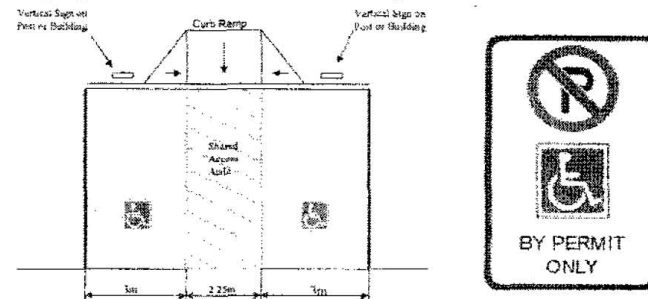


- 4.05 Provide convenient bicycle parking that is close to building entrances, protected from the weather, visible from the interior of the building and that does not impede the movement of pedestrians.

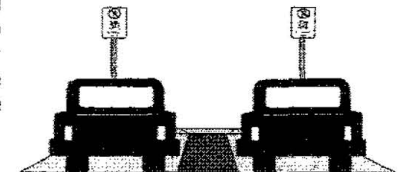


Accessible Sites

- 4.06 Barrier-Free parking shall be clearly marked with a sign that is visible during all times of the year, in accordance with the Highway Traffic Act. Minimum dimensions of a barrier-free parking space shall be 3m by 5.8m (9.8'x19') with a 2.25m (7.4') wide access aisle between or adjacent to each barrier-free space.



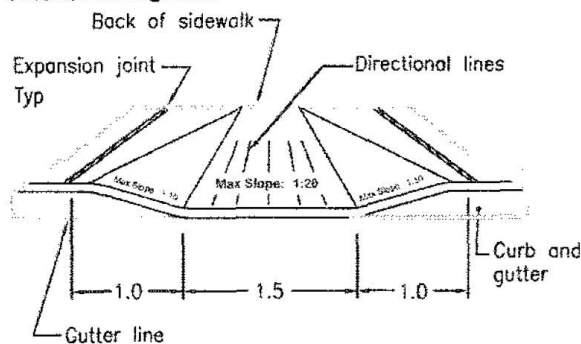
- 4.07 Barrier-free parking spaces shall be close and accessible to the main entrance of the building.
- 4.08 Wherever possible, barrier-free parking spaces shall be located so that users do not have to cross traffic, driveways, or aisle ways, when travelling from the parking stall to the entrance of the building.



- 4.09 Required Barrier-free Parking Spaces
The following barrier-free parking spaces shall be provided as part of the overall parking requirements, as outlined in Section 5 of Sault Ste. Marie's Zoning By-law 2005-150.

Number of Required Parking Spaces	Minimum Number of Required Barrier-free Parking Spaces
0-5	1- such space need not be marked as a barrier-free parking space, however it must be dimensioned at 5.0m by 5.8m
6-10	1
11-35	2
36-50	3
Greater than 50	3 + 1 barrier-free space shall be supplied for every additional 50 required parking spaces, or part thereof.

- 4.10 Curbing and abrupt grade differences shall be discouraged, resulting in one continuous grade, from parking lot through to the inside of the building. Where curbing or abrupt grade separations are necessary, barrier-free ramping with a maximum slope of 1:20 and a minimum width of 1.5 m (5') will be required. Where space limitations exist, alternate ramping solutions may be accepted in accordance with the Ontario Building Code.



RAMP ELEVATION

- 4.11 All barrier free paths of travel and parking shall be located so that snow storage,

parked vehicles, goods on display, garbage receptacles, etc. do not block access to such features.

- 4.12 For large development sites, provide a pedestrian drop off/pick up area within close proximity of the main entrance(s).

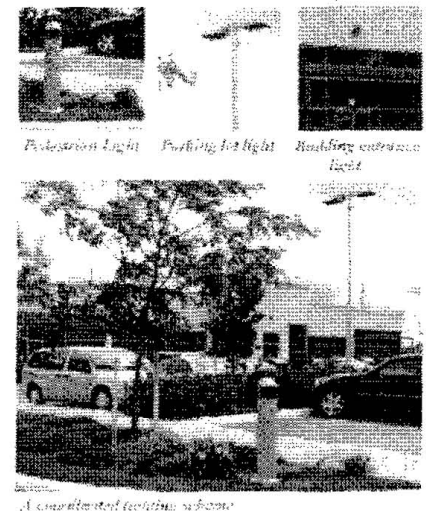
5. Lighting

Opportunities to establish sustainable sites can be achieved through the provision of energy efficient lighting. Lighting is a significant contributor to the overall energy consumption of new developments. Using energy efficient fixtures, as well as a coordinated lighting approach, can add both to the aesthetic value of a development and reduce overall energy use.

Official Plan Policies:

- o The use of energy efficient development standards shall be encouraged in all new development.

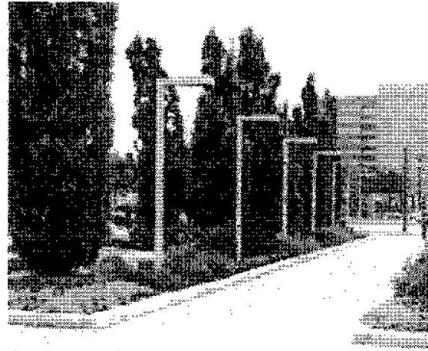
- 5.01 Consider a comprehensive lighting plan for the site which demonstrates lighting levels, as well as the type of fixtures and efficiency levels. Consider lighting elements which add aesthetic value to the development and enhance the streetscape.



- 5.02 Lighting shall be directed downward and not spill over onto surrounding properties. Light poles should usually be no higher than the proposed building(s).

- 5.03 Provide pedestrian-scaled lighting such as bollards or lower-scale pole lights to define pedestrian pathways.

- 5.04 Proposed luminaries locations, aiming angles, minimum and average lighting levels shall be shown on a separate plan as part of the Site Plan review.



A pedestrian pathway defined and lit with appropriately scaled fixtures

6. Landscaping

Trees and other plants help cool the environment, making vegetation a simple and effective way to reduce urban heat islands. Vegetation and landscaped areas also reduces stormwater runoff and improves water quality by absorbing and filtering rainwater. The incorporation of trees and landscaped areas as part of new developments provide both positive environmental impacts and is consistent with the City's "Naturally Gifted" character.

Official Plan Policies:

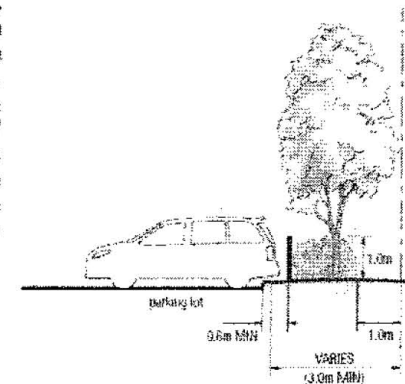
- o Maintain and reinforce natural features such as wooded areas within or next to development sites.
- o Maintain existing trees. Tree planting shall be required for new development and encouraged in existing developments.
- o Front and exterior yard and internal landscaping and landscaped buffers shall be provided. Outdoor storage, service, refuse and parking areas shall be visually screened.

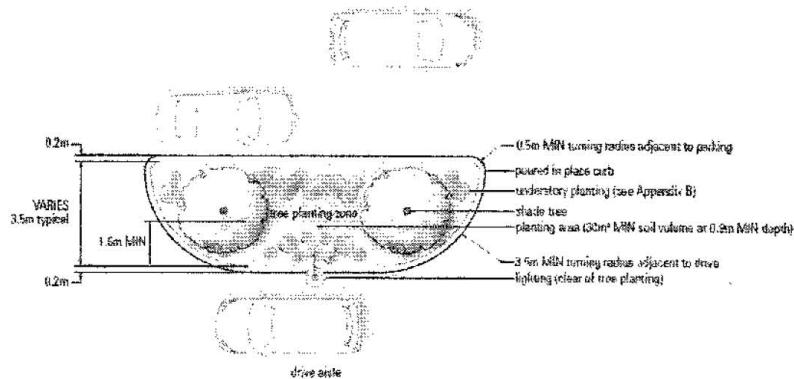
- 6.01 Utilize a combination of shade trees, shrubs and permeable landscaped areas and where possible, light coloured hard surfaces to help reduce urban heat and to create a more comfortable microclimate.

- 6.02 Parking lots within new developments will include 1 shade tree (minimum crown size upon maturity of 100 m²) for every 12 parking spaces, and planted in a manner to maximize shading of the parking surface. Existing developments are encouraged to comply with tree shading requirements when general parking lot improvements are completed. As part of Site Plan submissions, Landscape plans will be required showing the types of plants and materials to be used as part of the development. (Please refer to the Sustainable Sites Tree Species list)

- 6.03 Divide large parking areas into smaller and well-defined sections using soft and hard landscaping in order to minimize the amount of paved areas and define vehicular and pedestrian routes, and to provide areas for tree shading requirements. Soft landscaped areas include islands, medians, bio-retention areas and other consolidated planting areas.

- 6.04 To ensure proper growing conditions, trees are to be planted in areas with access to at least 9m² of permeable landscaped area with good quality soil. Trees should be planted at least 1.5m from curbs, sidewalks, driveways and other hard surfaces to buffer from stress caused by salt, snow piling, vehicle overhang and compacted soils. Ensure appropriate separation of tree roots away from underground services.





6.05 Select plant material that is suitable to the growing environment of the parking lot: use species (native and non-native) that are hardy, drought- and salt-tolerant, and resistant to the stresses of compacted soils and weather exposure.

6.06 Incorporate a variety of deciduous and coniferous trees and shrubs for year-round interest, texture, shape and seasonal colour. Avoid planting invasive species and monocultures which can be susceptible to disease. If more than 10 trees are required, no more than 50% of the trees may be of the same type. The City encourages the use of native species where ever possible.



Seasonal variety with trees and understory planting

6.07 Minimum acceptable sizes for plant materials at time of initial planting are:

- Deciduous Trees: 50 mm caliper; 2 to 3 metres in height
- Coniferous Trees: 1.5 meter height
- Shrubs: 60 cm high

6.08 Provide continuous medians for every 3 banks of parking to accommodate pedestrian pathways, lighting, shade trees or other landscaping. A "bank" of parking consists of 2 parking rows and a drive aisle.

Screening

6.09 Provide the required landscape area along the edge of a site and use ornamental or coniferous trees, shrubs and low walls to screen parking areas from view while allowing eye level visibility into the site, and maintain required site triangles. Edge treatments along streets and other public spaces should visually screen parked vehicles, but not completely obstruct views into and out of the parking lot for the purpose of supporting pedestrian and vehicular safety and security.



- 6.10 Enclose all on-site utility equipment, service and garbage areas within buildings or provide screening using landscaping and enclosures from both the public street and private properties and ensure that noise is attenuated. This includes utility boxes, garbage and recycling container storage, loading docks and ramps and air conditioner compressors.



Decorative wall and landscaping screens the loading area from street view



This building is designed with an internal service area

7. Refuse Areas

The functional necessity of refuse areas need not diminish site aesthetics. In addition to landscaped screening, proper building materials can screen refuse containers and visually blend the refuse area with the rest of the site.

- 7.01 Design aesthetically pleasing garbage enclosures, utilizing decorative fencing or walls to ensure that refuse containers are completely concealed.



8. Stormwater Management

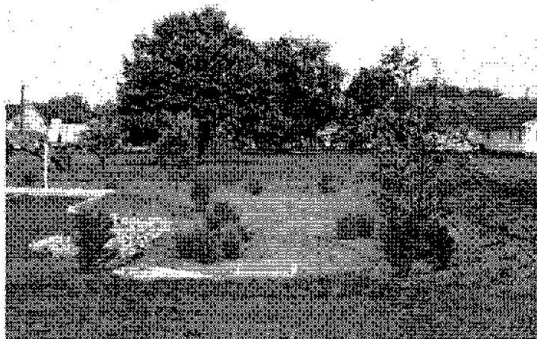
Traditionally, stormwater on development sites has been managed using civil engineering methods to maintain pre-development stormwater flow levels off of the site and direct it to the municipal stormwater facilities (i.e. storm sewers, waste water treatment facilities). This places a burden on the municipal storm water system. Although traditional engineering methods are required to manage stormwater, these methods can be augmented using natural vegetation to absorb and filter stormwater and reduce the amount of water entering into the municipal stormwater system or being discharged into the natural environment. Using a combination of vegetative stormwater management controls can help mimic pre-development drainage patterns while lessening the strain on the municipal stormwater system.

Official Plan Policies:

- o New developments will be required to minimize their impact on the Municipality's stormwater management system by incorporating vegetative stormwater management measures to limit the amount of stormwater entering the municipal service system.

- 8.01 Minimize the extent of impermeable surfaces within the parking lot by utilizing a combination of landscaped areas and vegetative stormwater management controls such as bio-retention areas, bio-swales and vegetated retention ponds to assist in the collection and treatment of stormwater run-off. These measures coupled with other approaches such as limiting the size and number of parking spaces to the required minimums stated in the Zoning By-law; limiting the width of drive aisles; and looking for opportunities to share access routes, will assist in limiting the amount of impermeable surfaces on site.

Bio-retention areas can be situated adjacent to parking areas to collect stormwater runoff and encourage infiltration



- 8.02 Apply a cross-grade for paved surfaces as low as 1 to 2% to encourage slower stormwater flow and slope surfaces to direct stormwater toward vegetative stormwater control areas.

Paved areas are sloped towards vegetative stormwater control area

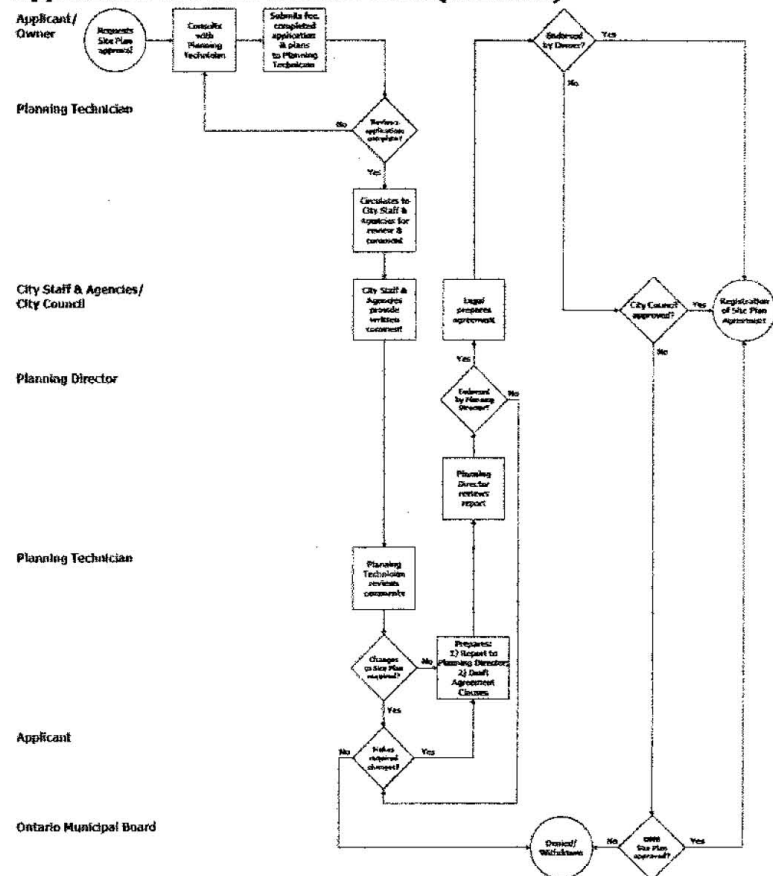


- 8.03 Although the design of stormwater management areas should be site specific, consider the following: select plant species that are tolerant of extreme conditions, such as flooding, drought, salt and other contaminants; provide a planting medium, composed of good quality soil, with a minimum depth of 0.6m and at least 0.9m depth if trees are planted; plant trees above grade from ponding areas and clear of stormwater flow; ensure that any surface water is fully drained within 48 hours or less; use poured in place curbs with cuts for water inlets; include a perforated subdrain, check dams and overflow catchbasins as required to manage excess water. For stormwater analysis, use the 1 in 100 year storm measure.

Bioswale incorporated into landscaped area within parking. Curb cuts allow water to enter into bioswale area



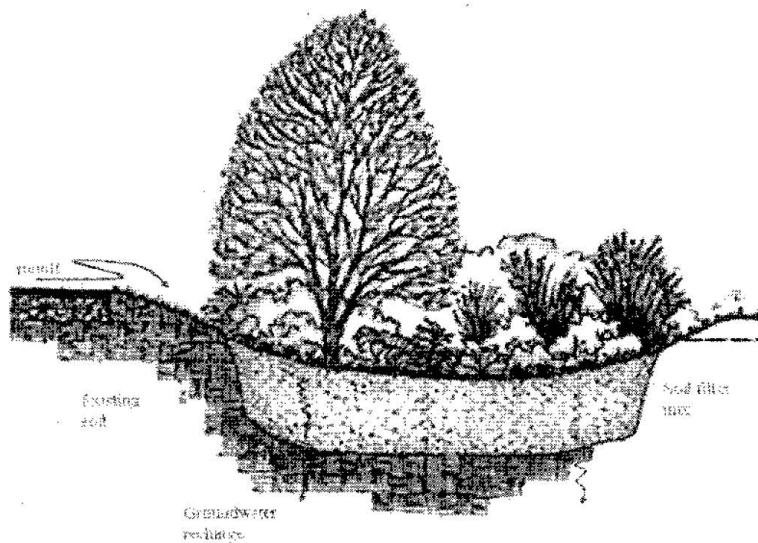
Appendix A: Site Plan Control Process (Section 41)



Appendix B: Examples of Vegetative Stormwater Management Measures

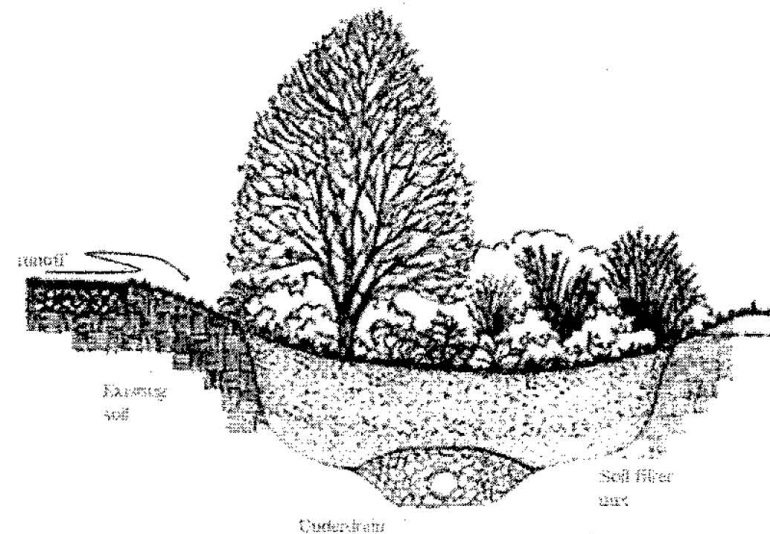
BIORETENTION AREA: Example: Infiltration-Recharge Facility

This type of facility is recommended for areas where high recharge of groundwater would be beneficial. Because there is no underdrain, the in situ soils need to have a high infiltration rate to accommodate the inflow levels. The infiltration rate of the in situ soils must be determined through proper soil testing. Preferably, facilities of this type should have infiltration rates of 1 inch/hour or greater. Facilities must be at least 2.5 feet deep to allow adequate filtration processes to occur.



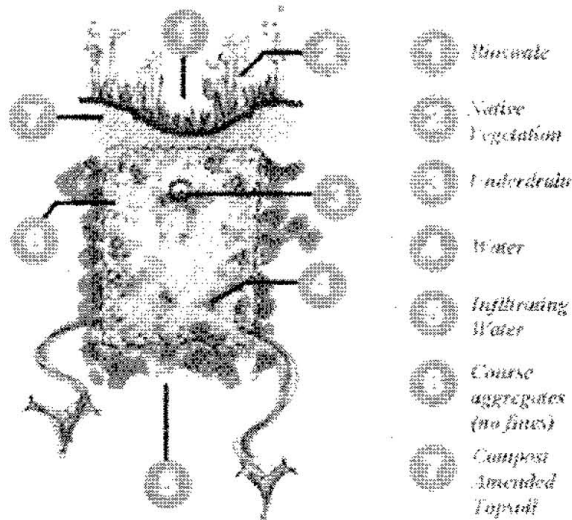
BIORETENTION AREA: Example: Filtration / Partial Recharge Facility

The use of an underdrain ensures that the facility will drain at a desired rate. Partial groundwater recharge is also achieved. An impervious liner can be used to eliminate the risk of groundwater contamination in urban environments. The underdrain can be blocked for clean-up in the event of a spill.



BIOSWALE concept rendering:

A bioswale is a vegetated open trench designed specifically to temporarily store and infiltrate stormwater. Bioswales are planted with deep-rooted native grasses or wet soil tolerant plants, that enhance infiltration, cooling, and cleansing of water in order to improve water quality. Bioswales can reduce runoff volumes and rates by slowing water down through the vegetation and encourage groundwater infiltration, reducing the area for stormwater detention.



Attachment No. 3

Summary of Existing and Proposed Official Plan Policies in support of the City's Sustainable Site Plan Guidelines.

The policies are organized by the interrelated categories of Section 41 (4) and (7) of the Ontario Planning Act relating to Site Plan Control. In addition, the list includes general policies supporting sustainable design.

Note: Proposed Official Plan policies and amendments are *italicized*.

General Official Plan policies relating to Sustainable Site Design:

- MR.1: The City shall continue to develop and promote itself as an attractive, clean, culturally rich, friendly and safe community.
- SG.1: Design streets, places and facilities to be safe, active and accessible to all.
- Goals: Utilize ecologically based planning methods and procedures.
- Goals: Develop the physical form of the community to be environmentally sustainable, functionally efficient and aesthetically pleasing.

Building and Site Layout; 4 (1, 2)

- D.1: Human scale compatibility with surrounding development shall be encouraged.
- D.6: A high standard of site design shall be promoted in strategic or prominent locations, i.e. along major arterials.
- D.7: The visual quality of visitor access corridors should be enhanced. Frontyard landscaping and landscaped buffers should be provided to separate and visually screen parking areas from the street and abutting properties

Roads, Access Points and Signage; 7 (1, 2)

- D.8: Site design shall consider the impact on street functions and pedestrian, cycling and vehicular access.
- E.4: Alternative transportation and energy efficient forms of transportation such as public transit, cycling and walking shall be supported.
- C.17: Shared driveways and direct vehicular access between commercial uses shall be encouraged.
- TR.7: Ensure layout of the parking lots and adjacent buildings will accommodate future connections to adjoining properties.

Parking; 7 (3)

- TR.7: Rather than one extensive parking area, have several smaller-sized parking areas defined by landscaping and pedestrian amenities.

Pedestrian, Cycling and Barrier-Free Design; 7 (4, 4.1)

- D.1: The physical form of the community shall be friendly and accessible to all users and development shall respect and reinforce the human scale.

- TR.6: Public Transit shall be facilitated by the road network for new development and ensure reasonable walking distances to transit stops. Efficient pedestrian access to and from Public Transit facilities will be encouraged.
- TR.6: Pedestrian Travel shall be promoted in new development through the creation of pedestrian-friendly environments. Where feasible, new developments shall provide walking facilities **and ensure reasonable walking distances to transit stops.**
- TR.7: For all new development and redevelopment, **barrier-free** parking will be provided in accordance with the requirements of the City of Sault Ste. Marie's Comprehensive Zoning By-law.
- **The community will grow in a manner which eliminates barriers and is accessible to people of all ages, backgrounds and abilities.**
- **Ensure to the greatest extent possible, that all new sites shall be usable by all, regardless of ability, without the need for adaptation or specialized design.**
- **Support the removal of existing barriers**

Lighting; 7 (5)

- E.1: The use of energy efficient development standards shall be encouraged in all new development.

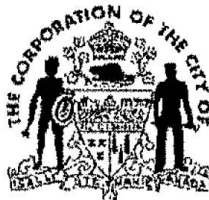
Landscaping; 7 (6)

- D.3,: Maintain and reinforce natural features such as wooded areas within or next to development sites.
- D.5: "The urban forest concept shall be encouraged. Tree planting shall be required for new development.
- FO.3: Forested corridors and greenbelts shall be encouraged and maintained throughout the planning area.
- **Wherever possible, existing trees, natural features and wooded areas shall be maintained and reinforced when developing a site.**
- **Tree planting shall be required on all new residential, commercial and institutional developments, and encouraged in all other developments.**
- C.19: Front yard and **internal** landscaping and landscaped buffers shall be provided. Outdoor storage, service, **refuse** and parking areas shall be visually screened.

Stormwater Management; 7 (8, 9)

- **New developments will be encouraged to minimize their impact on the Municipality's stormwater management system by incorporating vegetative stormwater management measures to limit the amount of stormwater entering the municipal service system.**

S. Hamilton Beach, P. Eng.
Deputy Commissioner



Larry Girardi
Commissioner

September 12, 2011

File: Landfill – L.10.0

Mayor Debbie Amaroso
Members of City Council

**RE: Municipal Landfill
Fencing for the East Side of Site**

Background

The City of Sault Ste. Marie operates the municipal landfill in accordance with the Ministry of Environment's Certificate of Approval ('C of A') No. A560102. This is the original C of A for the site which outlines all of the parameters which must be met in order to operate. Litter and security are two key concerns that must be addressed and mitigated. Condition no. 16 requests that *"The City shall at all times use litter control fences of sufficient height to minimize deposit of wind-blown material from the working face"*.

As the working face is now at higher elevations controlling litter is becoming an increasing challenge. The Landfill Division utilizes litter fences downwind of the active fill area, however, a 10 foot high perimeter fence is proposed to prevent litter and blown debris from traveling beyond the immediate area. Council should be aware that Cannon Creek is located along the east limit of the site and this fence will assist in preventing litter from nearing the creek and from being carried along this watercourse.

Council should also be aware from a security perspective; costly and potentially dangerous infrastructure (ie. landfill gas capture system) has recently been constructed and is requiring protection.

In order to mitigate both concerns – litter and safety issues – the Landfill Division proposes to have a fence constructed by the Carpentry Division of Public Works and Transportation. The project is estimated to cost \$80,000. Bill Freiburger, Commissioner of Finance has been consulted and indicates that the Landfill Site Reserve should be the City's source of funding for this effort.

Recommendation

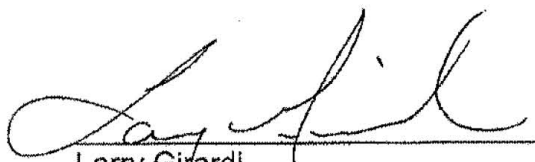
The Public Works and Transportation Department recommends that a perimeter fence be constructed along the east side of the landfill site and that the Landfill Site Reserve be used to fund the effort.

Respectfully submitted,

Recommended for Approval:

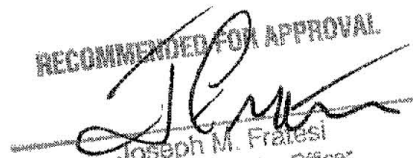


Susan Hamilton Beach, P. Eng
Deputy Commissioner,
Public Works and Transportation



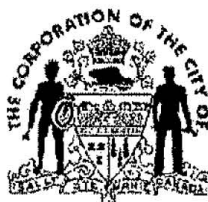
Larry Girardi
Commissioner
Public Works and Transportation

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

S. Hamilton Beach, P. Eng
Deputy Commissioner



Larry Girardi
Commissioner

September 12, 2011

File: Street File – Simon Avenue
Glen Avenue

Mayor Debbie Amaroso
Members of City Council

**Subject: Request for Stop Control at the Intersection of
Simon Avenue and Glen Avenue**

Background

At the June 13, 2011 meeting of Council the following resolution was passed:

*"Whereas there have been concerns continually expressed in the Simon/Glen Avenue area as to why yield signs are in place rather than stop signs,
Be it Resolved that appropriate staff revisit this request in light of these concerns and recent accident(s) and report back to Council."*

With reference to the attached plan, Council may or may not be aware of the fact that Simon Avenue has developed over a period of over thirty years. The portion of the street from Glen Avenue to Boundary Road was constructed first in 1974, with the most northerly portion connecting to Millwood Avenue developing second in 1988 and the connecting portion developing most recently (2005 – 2009). The traffic patterns in the area have changed based on the staggered construction. It is our understanding that one additional street (Crestwood) may be developed in the near future which will intersect Simon Avenue and Millwood Avenue.

Simon Avenue is an 8m wide local road with a sidewalk on the west side. There is a 3m wide boulevard between the roadway and the sidewalk. Glen Avenue is a 7m wide local road with a sidewalk west of Simon Avenue. Glen Avenue has soft shoulders and ditches. The intersection is currently yield controlled.

Over the last ten (10) years, records indicate there has been one collision at this intersection.

Discussion

The Ontario Traffic Manual establishes when a stop sign control is warranted. The Traffic Division reports that given the data collected for this intersection, the warrant is not met. The yield control at the Simon and Glen Avenue intersection has shown to be effective and the guidelines for the usage of yield and stop signs have been followed at this intersection.

It is recognized that as this neighbourhood has developed over time, a traffic study may be beneficial once the construction of Crestwood Avenue is complete. This study can then examine the eventual traffic patterns and the effectiveness of all of the traffic control devices in the immediate area.

Until such time, no change is recommended at this intersection.

Recommendation

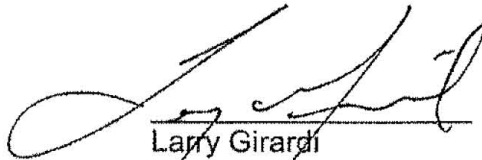
The Public Works and Transportation Department recommends no change to the yield control at the intersection of Simon Avenue and Glen Avenue.

Respectfully submitted,

Recommended for
Approval:

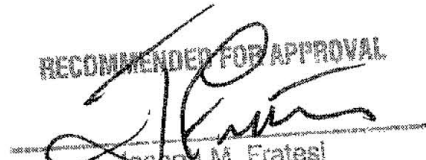


Susan Hamilton Beach, P. Eng
Deputy Commissioner, PWT



Larry Girardi
Commissioner,
Public Works and Transportation

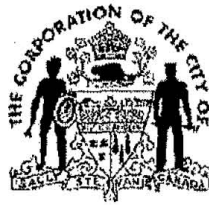
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



S. Hamilton Beach, P. Eng
Deputy Commissioner



Larry Girardi
Commissioner

September 12, 2011

File: T.9.2 – Traffic Division

Mayor Debbie Amaroso
Members of City Council

Subject: Bruce Street (Salisbury to Pim) Traffic Study

Background

At the meeting of Council dated September 27, 2010, the following resolution was passed:

Whereas Bruce Street (Salisbury Avenue to Pim Street) has been recently reconstructed; and

Whereas a number of cars are driving too fast and erratically on this roadway; Now therefore be it resolved that City Council request that Public Works and Transportation Department report back to City Council on:

- 1) *Reinstalling the traffic lights at Gladstone Avenue and Bruce Street*
- 2) *Installing guiderails at appropriate points in front of homes and buildings;*
- 3) *Any other ideas which will improve traffic and safety in that area;*

And further be it resolved that the Police Service be asked to re-double their traffic enforcement efforts in the area.

Council is aware that this road was reconstructed in 2004. The design includes a 14m wide arterial roadway with two lanes eastbound and two westbound with a posted speed of 50 km/hr. Presently, Bruce Street is signalized below the hill at the intersection of Grosvenor Avenue and is not signalized until it is at the intersection of Pim Street. The intersections of Salisbury Avenue, Alberta Avenue, Algoma Avenue, Gladstone Avenue and Melrose Avenue are either yield or stop controlled.

At the March 16, 2004 meeting, Council approved the removal of the signals at Bruce Street and Gladstone Avenue. At that time, due to the reconstruction project, a traffic review was completed and the data collected indicated that signals were no longer warranted.

Discussion

1) *Reinstalling traffic lights at Gladstone Avenue and Bruce Street*

In order to address the first item in Council's resolution, the Traffic Division has completed a study of the above noted intersection. As in 2004, the review included comparing the data to both traffic signal and all-way stop warrants. Once again, both warrants were not satisfied, thus, indicating the stop control currently in place at Gladstone Avenue is sufficient for this intersection.

Council shall be reminded that warrants protect drivers, pedestrians and the City. History has shown that where warrants are not met, driver tendency is to disregard the control devices and ultimately may result in an increase in collisions.

2) *Installing guardrails at appropriate points in front of homes and buildings;*

A guardrail itself is considered a roadside hazard and therefore, unless, specifications are met, the basic principle is to avoid or minimize their use. The Ontario Provincial Standard Specification (OPSS) for guardrails support their use when:

- the posted speed limit is greater than 60km/hr;
- the edge of the roadway drops off dramatically; and
- the roadside hazards cannot be removed and geometric design cannot be altered.

Given consideration to the specification described above, guardrails are not recommended by the Traffic Division. The posted speed for Bruce Street is 50 km/hr and there is not a significant drop at the edge of the roadway. The design of the road includes a 0.5m boulevard on both sides. Based on our understanding, the placement of guardrail within this boulevard along any portion of this street may only create a greater hazard for drivers, pedestrians and the abutting properties.

3) *Other ideas which improve the traffic and safety in that area*

A review of collision locations and statistics was completed in order to suggest valid improvements to avoid or minimize accidents. Based on our review, collision details indicate that speed and driver control were key factors in the events. Based on the number of vehicles using this route daily (ie. 13,000 vehicles per day) it is the judgment of the Traffic Division that this arterial roadway is working well and that the current design is sufficient.

An increased level of traffic enforcement by Police Services was included in Council's resolution and may bring about a greater level of public awareness and safety on this street and throughout the area.

Recommendation

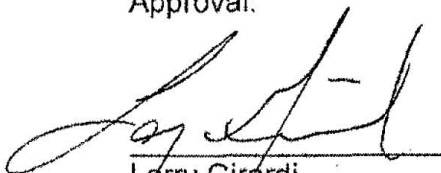
The Public Works and Transportation Department recommends no change to the signalization and regulatory signs along Bruce Street, in particular at the Gladstone Avenue intersection. Furthermore, it is recommended that no changes to the design be implemented at this time including the installation of guardrails.

Respectfully Submitted,

Recommended for
Approval:



Susan Hamilton Beach, P. Eng
Deputy Commissioner,
Public Works and Transportation

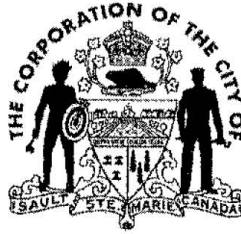


Larry Girardi
Commissioner,
Public Works and Transportation

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



2011 09 12

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor Debbie Amaroso
and Members of City Council

SUBJECT: Minor Amendment to Signs By-law
Application No. A-7-11 – Bushplane Museum

SUBJECT PROPERTY: 875 Queen Street East

REQUEST: The Bushplane Museum, is requesting an amendment to Signs by-law 2005-166 in order to locate a 29" x 81" electronic reader board sign within the existing sign facing Bay Street.

CONSULTATION: Engineering – No objection
Building Division – No comments
PUC Services – No objection
PWT – See attached letter

Comments

The Bushplane Museum is requesting City Council's approval to locate a 29"X81" electronic reader board sign within the existing sign that faces Bay Street. Please see the attached drawings.

Representatives from the Bushplane Museum have indicated that the reader board would be used to advertise upcoming events at the Museum. The sign copy would not be moving, scrolling or flashing, and changes would be minimal.

On April 4, 2011 City Council passed a resolution approving the attached interim policy aimed at regulating digital signage until such time that a comprehensive signs by-law can be drafted.

Among other things, the interim policy requires all digital signage to be at least 50m away from a non-signalized intersection. The proposed reader board sign would be located within this setback, and thus, does not meet the interim policy.

As per the comments attached, PWT has indicated that they cannot support this application as it could further 'clutter' the 90 degree corner at this part of Bay Street and distract drivers on this difficult stretch of roadway. Essentially, PWT is of the opinion that a digital reader board at this location would reduce the effectiveness of the existing traffic control signals.

Traffic has also noted that they could support locating the digital reader board on the western wall of the Bushplane Museum, as it could then achieve the required setbacks as outlined in the interim policy.

Status of Signs By-law Review

In April 2010, Council passed a resolution noting the existing issues with current signs by-law 2005-166, which is more than 20 years old. When drafted, the by-law did not envision the widespread use of digital electronic technology. The resolution requests that the Planning Division report back to Council with recommendations on the process required in drafting a new signs by-law.

Given the various stakeholders involved and the resources required to draft a new comprehensive signs by-law, staff initially felt that hiring an outside Consultant to draft the by-law and guide the process would be appropriate. This request was not approved by Council.

Consequently, Planning Division has completed a review of various signs by-laws throughout Ontario and Michigan. A comparative analysis of regulations as they apply to all types of signage, including digital, is complete. Staff has also completed a preliminary drafting of the general definitions required to support the by-law.

Later this fall, staff will approach Council with a request to set up a steering committee to oversee the development of the by-law. It is envisioned that the committee will include representation from City Council, staff and the signs industry.

Digital Signs Enforcement

Earlier this year, counter to staff's recommendation, City Council approved the placement of a digital sign at the southwest corner of Bay Street and Spring Street. At that time, the applicants noted a number of existing digital signs throughout the community which did not meet the Interim Digital Signs Policy (attached).

Throughout the summer Building Staff have reviewed and catalogued all digital signs throughout the community. Of the fifteen (15) signs that were identified, thirteen (13) were erected without a permit. In some cases, owners have come forward and requested a permit. Where the existing sign meets the interim policy, the signs are approved. Where such signage does not meet the interim policy, the owners have the option of applying for a variance or removing the sign. Legal Division will begin prosecution of those sign owners that have not come forward.

Building Division's review of existing digital signage will likely result in a number of requests for City Council's approval, where the existing sign does not meet the interim policy and staff cannot support a variance.

Planning Director's Recommendation

Based on the comments from Public Works and Transportation, that City Council deny the applicants request to locate a digital reader board within the existing sign adjacent to Bay Street.

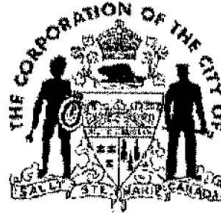
PT/pms

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

626(a)

S. Hamilton Beach P. Eng
Deputy Commissioner



Larry Girardi
Commissioner

Donald McConnell
Planning Director

Subject: Minor Amendment to Signs By-law 2005-166
Application 7-11

Applicant: Gary Dumanski – Dumanski Office Interiors

Subject Property: 875 Queen Street East

Staff from Public Works and Transportation has reviewed this application we do not support the installation of the proposed reader board for the following reasons:

- 1) The proposed installation is within the 50 m limit of an intersection not controlled by signals; and
- 2) The proposed installation is within 75 m of another electronic display – warning flashers are installed on the checkerboards; and
- 3) Chevrons, checkerboards and flashers are currently installed in the immediate vicinity of the proposed reader board as warning devices.

If you have any further questions please contact me at 541-7000 ext. 229.

Susan Hamilton Beach, P. Eng.
Deputy Commissioner
Public Works and Transportation

6(6)(a)

6(6)(c)

INTERIM POLICY FOR SIGNS CONTAINING ELECTRONIC DISPLAYS

CITY OF SAULT STE. MARIE

Introduction

The purpose of this policy is to provide criteria for the location of signs containing electronic displays in the City of Sault Ste. Marie.

The term electronic display refers to that portion of a sign face which consists of electronic components or devices that are used to display sign copy. The sign copy displayed is controlled and changed by electronic means. It may or may not change at intervals.

Sign copy refers to the message, image, or graphics displayed on a sign face for the purpose of visually communicating information.

Interim Policy

A sign or part of a sign containing an electronic display shall be subject to the following requirements:

1. Only a sign permitted by By-law 2005-166 shall contain an electronic display but a portable sign shall not contain an electronic display.
2. The electronic display shall not exceed the maximum sign area permitted for a sign.
3. No more than one electronic display shall be erected on a property where a sign is otherwise permitted by By-law 2005-166.
4. Location
 - a. An electronic display shall not be located within:
 - i. 50 metres of an intersection that is not controlled by traffic signals;
 - ii. 100 metres of an intersection that is controlled by traffic signals;
 - iii. 100 metres of a railway crossing;
 - iv. 75 metres of any other electronic display;
 - v. 100 metres of a property where residential uses are permitted by a zoning by-law.
 - b. An electronic display shall not be located so as to:
 - i. Obstruct the view or otherwise reduce the visibility of any traffic control device for a driver, cyclist, or pedestrian;
 - ii. Create confusion with a traffic control device or otherwise reduce the clarity, or effectiveness of a traffic control device.

(b)(6)(a)

(b)(6)(c)

5. An electronic display shall not display anything that resembles a traffic control device.
6. Sign copy shall be displayed continuously on an electronic display in a static manner and without change for a period of time that is not less than 30 seconds.
7. The sign copy displayed on an electronic display may change if the transition between sign copy:
 - a. Is no longer than one second in duration;
 - b. Is a change of the entire area of the electronic display at the same moment;
 - c. Does not consist of changes to portions of the area of the electronic display so that the transition occurs as partial, incremental, or sequential changes of the sign copy;
 - d. Does not display any visible effects including but not limited to motion, fading, dissolving, flashing, intermittent or blinking light, scrolling, or the illusion of such effects.
8. The illumination created by an electronic display shall not:
 - a. Exceed 5,000 nits during the period between sunrise and sunset;
 - b. Exceed 500 nits during the period between sunset and sunrise;
 - c. Increase the light level within 10 metres of all parts of the sign face by more than 6.5 lux above the ambient lighting level.
9. An electronic display shall be designed so as to cease operation in the case of a malfunction.

6(6)(a)

Google maps
Canada

Address Pim Street

Address is approximate





EXISTING.

616122



New 29"X81" READER BOARD



**We know
the way**

Gary Dumanski
President, Planning Consultant

71 Black Road Unit # 5
Sault Ste. Marie, Ont. P6A 6J8
Phone: (705) 946-4248
Toll Free: 1-800-461-2139
Fax: (705) 946-2478
E-Mail: garyd@doiweb.com
Web Site: www.doiweb.com

Architectural Sign Systems
Consulting & Design



6(8)(a)

REPORT to COUNCIL

DATE: September 12, 2011
TO: Mayor and Councillors, City of Sault Ste. Marie
FROM: Dominic Parrella, Vice President Operations & Engineering
c.c. Joseph Fratesi, C.A.O., City of Sault Ste. Marie
Brian Curran, President & C.E.O., PUC Inc.
Larry Guerriero, Chair, PUC Inc.
Ella Jean Richter, Chair PUC Distribution Inc.
Mark Howson, Chair Sault Ste. Marie Public Utilities Commission

SUBJECT: Proposed New Building for PUC Group of Companies

Background

On September 27, 2010 City Council passed a resolution authorizing PUC to proceed with construction of a new building on property owned by PUC on Second Line immediately west of the existing facilities.

Based on this resolution PUC staff proceeded with site investigation and architectural and engineering drawings to a tender call at a cost of approximately \$1.44 million. The Finance Department arranged low interest 25 year financing with Infrastructure Ontario.

The project was tendered on July 21, 2011. Five bids were received with the low bid being \$20,200,000.

At the August 15th shareholder meeting held in open session in council chambers, Brian Curran President and C.E.O. PUC Inc. submitted a report and proposed resolution requesting the shareholder to authorize the company to borrow up to \$23,500,000 for the construction of a new integrated offices and work centre building to be constructed immediately to the west of the existing C. J. Murphy Centre.

After some deliberation, the Shareholder deferred decision to the next regular scheduled meeting date of September 12 and requested that PUC Inc. return with further information in order to facilitate an informed decision. Council expressed a number of concerns regarding the request including the following:

1. Lack of a business case for the new building
2. Loss of business in the downtown core
3. Impact on rates to customers
4. Adequacy of asset base in PUC Distribution to absorb \$23.5 million asset addition
5. Ability to recover cost in OEB rate hearing
6. Why have buildings been allowed to deteriorate?

7. Why not use the \$23.5 M to replace infrastructure?
8. Timing of project is not right!
9. What is the financial benefit to the City as sole shareholder?
10. Why not relocate Engineering to the Civic Centre?
11. Why not build a shared service garage with PW&T?
12. Additional questions submitted September 2, 2011

This report serves to provide answers to the concerns and questions raised.

PUC currently operates out of three locations; (1) the C.J. Murphy Centre at 510 Second Line East, comprising of an integrated service garage, vehicle parking garage, and limited office space and inventory/equipment storage space; (2) the Nicholas Trbovich Centre immediately to the east of the Murphy Centre which includes the Engineering Department, work shops and additional vehicle storage area; and, (3) the building on Queen Street which contains the administration offices, including Finance, Billing, Customer Service, IT, HR and Marketing.

As detailed in this report none of these facilities are adequate for current needs or future expectations. If the new building is not constructed, all three facilities will require renovation. This report will compare the cost of both options.

1) Business Case for a New Building

The first question that comes to mind is why do we need to do anything? What is wrong with the existing facilities?

There are several reasons why the status quo is not acceptable. Issues related to poor working conditions, health and safety of workers, productivity, gender equity, operating and maintenance costs, current and future space needs, all impact on the analysis of whether to renovate existing facilities or build new.

The following is a summary of the various reasons why the existing facilities are not adequate and therefore changes are required.

Murphy Centre Deficiencies

There are quite a number of deficiencies surrounding the Murphy Centre (Service Centre) that necessitate substantial and significant renovations. These include the following key issues:

1. Deficient service garage
2. Deficient vehicle parking garage
3. Inadequate welfare facilities
4. Lack of female welfare facilities
5. Deficient office area
6. Inadequate washrooms
7. Lack of work shop areas
8. Lack of meeting and training rooms

Deficient Service Garage

Dimensions of Service Bays

The existing service garage consists of two service bays. Only one can accommodate large trucks. The other can only accommodate the smaller vehicles such as pickups and vans.

Over the years since the Service Centre was first built, utility trucks and specialty equipment have gotten bigger in all respects in order to handle the taller poles and reduce labour costs. Today the PUC fleet includes bucket trucks and line trucks that barely pass through the doors and several of them are too long to fit in the service bay.

Once in the bay there is very little room to work around the trucks. Mechanics are constantly moving and relocating equipment and tools in order to work on the large trucks thereby cutting into their productivity. Furthermore, the cramped and poor working conditions expose the mechanics to higher potential for injury. Staff have already experienced several lost time accidents due to strains resulting from awkward working positions.

The height of the service bays is also inadequate. The trucks just barely clear the ceiling. Consequently there is inadequate height to raise the trucks and all work on the undercarriage must be performed lying on the floor.

Servicing of Boom Trucks

Line trucks have hydraulically actuated booms. Regular inspections are mandatory on every boom at regular intervals of 3, 6 and 12 months. Furthermore disassembly and detailed inspection is required at 5 year intervals. We have 15 boom equipped units that fall into this category.

The existing service garage does not allow for these inspections and disassembly. As a result, mechanics are compelled to perform 3, 6 and 12 month routine inspections in the parking garage or outdoors and, without suitable overhead cranes, the work requires the use of other boom trucks and staff to provide the lifting ability. This is often tricky to accomplish and not without potential hazards to both workers and equipment. It also ties up additional staff needlessly.

Why Not Contract Out?

Servicing of the boom trucks requires specially certified mechanics by law. There are none in town and there is no incentive for shops to acquire certification due to the limited market locally. Our mechanics have that certification.

As we do not have adequate facilities, the 5 year inspections must be done by the vendors rather than our own staff. As a result we lose the availability of approximately 3 of the 15 units each year for 1 to 2 months each because the trucks must be delivered to either Sudbury or Milton for servicing by the dealer. With the proper facilities, we could do this work ourselves at greatly reduced time and cost.

Number of Bays Inadequate

With only two bays available, the number of units that can be serviced concurrently is limited. Add in the fact that only one bay can accommodate the larger trucks and it is clear that the limited number of bays is a severe impediment to productivity. As a result of this bottleneck of facilities, we are compelled to send out much of the work on the smaller trucks, pickups and vans to garages in town at rates double our internal costs. With additional bays we could do much of the work in house at substantial cost savings, with the addition of more mechanics.

Other Issues

In addition to the specific deficiencies noted, there are a number of other issues that impact working conditions or productivity. The repair garage exhaust system is inadequate and although meeting all regulatory requirements, results in mechanics being exposed to higher levels of exhaust fumes than necessary. Furthermore the heating within the service bays is inadequate. This results in further inadequate working conditions as the mechanics are working in excessive cold and draft all winter long.

Also use of the wash bay area adjacent to the service garage interferes with work in the service bays. Movement of trucks and equipment is a problem and water from the wash area migrates into the service bays and freezes in winter.

Due to the limited space within the service bays, much of the equipment must be stored outside in the parking garage area. Ongoing movement of equipment in and out of the work areas creates yet more inefficiency. Furthermore, equipment is available in the market (such as lifting devices, trolleys, dollies) to improve productivity but we are not able to acquire it due to lack of space necessary to use it.

Deficient Parking Garage

Ventilation

The ventilation system in the vehicle parking garage is inadequate and ineffective in handling the exhaust fumes from the area. When the trucks are started up each morning or come in at the end of the day, the resulting high level of exhaust fumes in the parking garage is a concern for the long term welfare of personnel.

Heating

The larger trucks and equipment that use hydraulics require heat to ensure proper operation and long term care. Other specialty equipment such as the vacuum truck that carries a large amount of water used for excavation, require heat to prevent freezing.

The parking garage was originally built with electric in-floor heating. The system no longer works and is not feasible to repair or replace. Furthermore, the operating cost would be excessive.

The garage is not insulated. Addition of heating would require that the facility be insulated.

Asbestos Cladding

The parking garage is clad in metal that is coated in asbestos. Damaged areas of the cladding need repair or replacement. The coating needs to be encapsulated with proper additional coatings to ensure further aging does not release asbestos into the air.

Inadequate welfare facilities

The current change rooms are inadequate for today's numbers of staff. When first built in 1965 there was no provision for an area to hang wet work clothes to dry. Part of the lockers area was turned into a drying area. Today with the greater number of staff, there is not enough locker space available.

The existing facilities are very cramped. Furthermore the ventilation is poor which leads to ongoing problems with mold in the shower area. Old fixtures that do not work are very costly to replace.

Lack of female welfare facilities

Currently there are no showers and lockers for female workers. While this is not an issue at this time as there are no females in the Water or Lines Departments, it will not be possible to provide proper facilities in the short term should the need arise. In the meantime, existing female workers in other departments do not have access to showers and private lockers.

Deficient Office Area

The office area of the Service Centre has significant deficiencies as well. These include the following:

- ♦ Air Quality and Handling
- ♦ Insufficient Office Space
- ♦ Inadequate Washrooms

Air Quality and Handling

Vehicle exhaust generated in the parking garage currently permeates throughout the office area. This is an inherent design issue and requires extensive renovations to correct.

The supply of heating and cooling is very inadequate. Furthermore the existing equipment is original equipment and very costly to maintain. The air handling units are at end of life and need replacement.

Insufficient Office Space

When the Service Centre was built in 1965 it included 6 offices. Today with the growth in staff numbers we have 17 offices and more will be required in the future. There is no space left to add offices and there is no room for additional staff.

Department areas are inadequate for the current number of staff and cannot accommodate any more staff. There is inadequate room within those department areas to provide for planning and strategizing work plans, or to complete documentation or to access computers.

The building cannot take a second storey addition as it was not designed to do so in the first place. Furthermore, there is no room to expand to the east due to the overhead powerline and there is no room to expand to the west due to the underground watermain supplying the Zone 1 reservoir. Expansion to the north is also restricted due to the presence of the reservoir. Also there is insufficient Stores space for inventory parts and materials.

Inadequate Washrooms

There is only one female washroom and two male washrooms in the entire building, other than the locker room. Furthermore the washrooms need significant upgrades as they are inadequate in size or condition to accommodate today's numbers of male and female staff.

Lack of Workshops

There is no space at the Service Centre to allow for proper work shops. These are required primarily for the Water and Line Departments to allow for repair and maintenance of distribution system equipment and specialized departmental work tools and equipment.

There is no space for the Stations Department to perform maintenance on substation equipment or to maintain transformers.

Lack of meeting and training rooms

There are no meeting rooms or training rooms in the Service Centre nor is there any space to suitably store archives. Generally the lunch room must be used for any meetings that involve numbers too large for the manager's office area. For example the monthly meetings of the Joint Health & Safety Committee must take place in the lunch room and often run into the lunch period, interfering with staff needing to use the room.

Furthermore, any training must take place in the lunch room or off site, incurring additional cost.

Trbovich Building Deficiencies

In 2007 part of the front office area of the Trbovich building was renovated in order to accommodate the Engineering Department. Engineering had grown from 9 staff through the 80s and 90s to 13 in 2006.

With our continuing efforts to increase capital works to address replacement of aging infrastructure, we added and continue to add more engineering staff to drive the work programs. There was no room left at the Queen Street building to accommodate the increasing numbers.

The 2007 renovations to the Trbovich building were designed to accommodate Engineering numbers for approximately 5 years. If we continue to utilize the building, we will have to add additional office space to accommodate future additional staff, estimated at another 5 staff over the next 5 years.

The parking garage is heated and spacious. However the design involving many support columns makes it very difficult to maneuver large trucks. This sometimes results in damage to the equipment.

The roof over both the offices and garage is at end of life and must be replaced within 2 years. There is approximately 45,000 square feet of roof to replace.

Queen Street Building Deficiencies

While there is adequate space at Queen Street now that Engineering has moved out, there is a requirement to add several more office areas within that space to accommodate new and existing staff.

The front counter and Billing Department areas have been areas of concern for several years. The areas need significant upgrades and renovations to improve functionality and efficiency. This work had been postponed due to the understanding a new integrated facility was imminent.

Furthermore, if we are to keep the Queen Street site, the following upgrades are required:

- ♦ replace air handling equipment now at end of life
- ♦ replace all the roofing within the next 10 years
- ♦ replace all carpeting and re-paint
- ♦ replace damaged and inadequate office furniture

Present Value Cost Analysis

Based on the foregoing discussion, it is clear that significant renovations are required if we are to continue using the existing facilities. Any form of substantive renovation triggers a requirement to bring the building up to current Ontario Building Code standards.

A present value cost analysis has been performed in order to evaluate whether to renovate or build new. The present value method is an established financial technique that is often used to reach a decision on which choice is the most cost effective option in the long term.

The analysis compares the costs of New Construction for the integrated facility that would house all staff in one location to the cost of Renovations required for the three existing buildings if they are to be retained.

The cost of renovations includes all upgrades and additions required at the Murphy Centre in order to address the deficiencies noted above, including costs to bring the existing facility up to Building Code requirements. The renovation costs also include any renovations that are required to the Trbovich and Queen Street buildings within the next 20 years, in order to provide a true "apples to apples" comparison since the New Construction would not require any significant renovation or upgrades for at least the first 20 years.

In particular the analysis includes allowances for the following cost items:

- ♦ architectural, engineering, survey and legal fees,
- ♦ costs for temporary relocation of all staff to the Trbovich Centre throughout construction and relocation back to the renovated Murphy Centre,
- ♦ costs for renovations required within the next 20 years for each of the Trbovich and Queen St. sites,
- ♦ impact of property taxes on all buildings,
- ♦ impact of cost savings on heating and cooling for the New Building over the renovated three facilities,
- ♦ impact of cost savings related to efficiencies gained from having all staff under one roof, and
- ♦ impact of ongoing operational costs for both the new and renovated buildings.

The analysis was conducted for a series of time and interest scenarios as follows:

- ♦ 25 years at 6% interest,
- ♦ 50 years at 6% interest,
- ♦ 25 years at 4% interest (i.e. "real interest" of 6% less 2% inflation), and
- ♦ 50 years at 4% interest.

While the "up-front" costs to build new or renovate existing is the same for all scenarios, the ongoing costs or savings related to the different scenarios will vary with the time horizon chosen.

Moreover, we must recognize two key factors. First, subsequent to Shareholder resolutions passed September 8, 2003 and again on September 27, 2010 which authorized staff to proceed with the construction of the new building, there has been a significant amount spent to-date on architectural and engineering fees, site investigation and soils testing, survey and legal fees, and staff time. If award of the construction contract is not confirmed now, this amount (\$1.44 million) will have been wasted with no real benefit to the Company or the Shareholder.

Second, at the Shareholder Meeting last Fall where approval to construct was given, the Shareholder also requested that PUC pursue the Gold LEED Standard in constructing the new integrated facility. That requirement added approximately \$1.3 million to the building costs. In comparing the cost of the new building, it is necessary to take into account this cost item. Therefore, in order to perform a true "apples to apples" comparison, we must either subtract this amount from the cost of new construction, or add this amount to the cost of renovations for the existing facilities. The cost analysis findings are summarized below.

Cost Items	New Building	Keep Three
Cost of new build or renovations	\$ 23,500,000	\$ 17,114,083
Less proceeds from sale of three buildings	\$ (4,750,000)	--
Plus cost of Gold LEED not in renovations cost	--	\$ 1,300,000
Plus cost spent to-date on design and tender	--	\$ 1,438,213
Net Capital Cost Today	\$ 18,750,000	\$ 19,852,296
Net present value of ongoing costs (25 yrs @ 6%)	\$ 13,224,766	\$ 15,853,127
Overall Present Value Cost	\$ 31,974,766	\$ 35,705,423
Net present value of ongoing costs (50 yrs @ 6%)	\$ 16,306,119	\$ 19,546,884
Overall Present Value Cost	\$ 35,056,119	\$ 39,399,179
Net present value of ongoing costs (25 yrs @ 4%)	\$ 16,161,511	\$ 19,373,536
Overall Present Value Cost	\$ 34,911,511	\$ 39,225,832
Net present value of ongoing costs (50 yrs @ 4%)	\$ 22,223,966	\$ 26,640,875
Overall Present Value Cost	\$ 40,973,966	\$ 46,493,171

As can be seen from the summary above, it will cost at least the same amount and potentially quite a bit more in up-front capital costs to renovate and keep the existing three buildings as opposed to building a new integrated facility and selling the three.

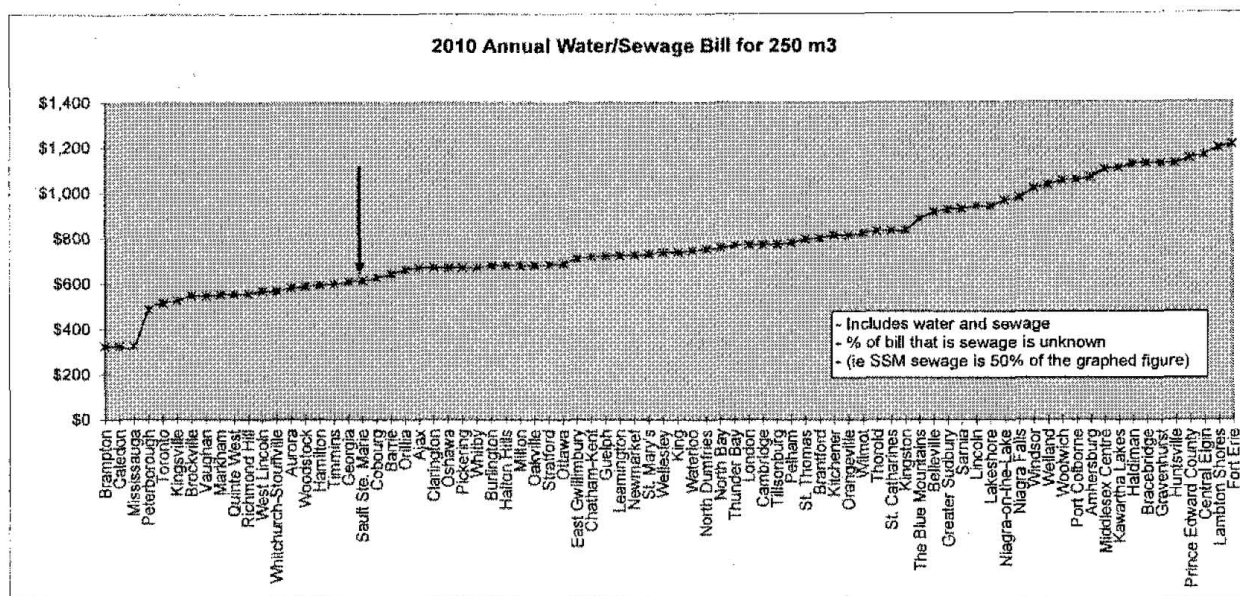
But, more significantly, the long term costs for the renovations option are substantially greater both in the 25 year time horizon and the 50 year horizon than the build new option. Clearly, it is in the best interests of our customers to proceed with the new facility.

2) Loss of Business in the Downtown Core

Council expressed concern that vacating the Queen Street office will take approximately 40 jobs out of the downtown core of the city.

The Queen Street building will be very attractive to businesses wanting to expand or looking to consolidate into one location. Furthermore, developers have also expressed interest in this building in the past.

It is clear there is no reason to expect that the building will remain empty. The building will most likely be occupied with the same or more numbers of people as there are now.



4) Adequacy of Asset Base of PUC Distribution to absorb \$23.5 million asset addition

Concern was raised at the August 15th meeting regarding the adequacy of PUC's asset base in relation to taking on such a significant capital addition.

PUC Distribution assets amount to \$70,974,390 for the year ending December 31, 2010. PUC Inc. which is the parent company to PUC Distribution asset base amounts to \$91,730,527 as of the same year end. In addition, total assets for the Public Utilities Commission, which will also contribute to payments for the new facility, amount to \$74,302,331 at year-end 2010. Therefore the total asset base that will support the \$23.5 million expenditure amounts to \$166,032,858.

The adequacy of PUC's asset base in relation to the proposed capital addition is not an issue.

5) Ability to Recover Cost in OEB Rate Hearing

Concern was also raised about the level of risk associated with seeking OEB approval to recover the cost of the building through electricity rates. One needs only look at a recent ruling by the OEB on a similar application by a similarly sized utility to get the answer.

In 2007 Waterloo North Hydro (WNH), an electric only utility, embarked upon construction of a new Administration and Service Centre building. WNH has 51,000 customers and the new facility cost \$23.6 million compared to the renovation option costing \$18.2 million. The utility cited very similar circumstances as those of PUC in relation to their needs and justification for a new facility in that they had outgrown the existing facility. But their building was only 30 years old.

Their key argument for building a new facility instead of renovating the existing was that they would realize significant efficiencies from a modern, energy efficient building and provide energy leadership in the community by building to the LEED standard. They performed a similar analysis as we have, and came to the same conclusion, that it is more cost effective in the long term to build an efficient facility rather than renovate existing outdated facilities.

WNH presented their business case to the OEB, just as we will make our case to them, and received approval. There is no reason to think that PUC Distribution will not be successful.

Furthermore, WHN required rate approval to cover the entire cost of the new building. We only require rate approval for approximately 50% of the total since the other 50% will be paid by the water utility. On a per-customer basis, we have 58,600 combined water and electric customers while WNH only has 51,000 total customers.

6) Why have buildings been allowed to deteriorate?

The fact is the buildings have not been allowed to deteriorate. The Queen Street building is in excellent condition. The Trbovich and Murphy Centres are also in good condition. The issue is that PUC has outgrown the buildings and the deficiencies noted herein are deficiencies related to PUC needs today and in the future versus what the buildings can offer now. Major expenditures have not been made premised on the financial analysis which favors the build new scenario.

As we continue to grow the capital works programs to address deteriorating infrastructure, we have added and will continue to add additional personnel to carry out the work. In addition, we need to construct the facilities required to support the additional staff and associated support systems.

7) Why not use the \$23.5 M to replace infrastructure?

Various people have commented the PUC should use the money to replace the aging infrastructure.

PUC Distribution intends to borrow \$23.5 M from Infrastructure Ontario at significantly low interest rates to build the new building. This building qualifies for such borrowing. The funds will be borrowed against the physical asset to be built.

PUC Distribution is regulated by the Ontario Energy Board. If we wanted to put \$23.5 million into the distribution system to replace aging infrastructure, we would have to seek OEB approval. The OEB would evaluate the need and look at such indicators as our Reliability Indices (i.e. power outage statistics) that we are required to report on annually. As reported at the August 15th Council Meeting, our Reliability Indices over the past 5 years are in line with the provincial averages and continually improving. Consequently, the OEB would not approve such an elevated level of capital spending on the distribution system as there is no demonstrated need.

Report on Power Outages August 15, 2011

At the Council Meeting of August 15th, PUC reported on the power outages since January 1, 2011 in response to a Council resolution. The resolution was triggered by a rash of multiple outages during the week of July 11th that impacted the east end of the city. We reported on the cause of the outages and noted that the circumstances surrounding those outages were quite unusual. While lightning, equipment failure and foreign intervention were the reasons for the outages, the situation was exacerbated by the unusual and complex configurations of the distribution system required to connect the Black Road solar farms and to complete major

protection system upgrades at the McNabb Street Transformer Station. Due to the unusual temporary system configuration, the outages experienced in July were substantially larger and more extensive than normal.

However, it must be emphasized here again that although the rash of outages our customers experienced during July were due to a variety of reasons, the underlying circumstances were quite anomalous and such a concentration of outages is extremely unlikely to happen again. We have recently completed the solar farm connections and the protection system upgrades at the McNabb Street TS and the system is now returned to normal configuration. The new protection upgrades will result in significant improvement to the overall system reliability.

Cause of Outages

There appears to be some misconception in the minds of our customers in relation to the primary cause of power outages in Sault Ste. Marie. There seems to be a generally accepted opinion that all outages are due to failure of aged infrastructure. This is definitely not the case and it is important to clear up this misconception now.

Our report on outages presented to Council on August 15th identified the various reasons for outages experienced since January 1, 2011. 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. The remaining balance of outages resulted from miscellaneous causes including defective equipment, undetermined causes, animal contact and vehicle collisions.

A review of outage data over the past 5 years indicates that equipment failure has typically accounted for approximately 40% of all outages. The second largest contributor has been trees on lines which has varied from 7% to 40% of total outages. Weather accounts for the bulk of the balance of outages, either as strong winds that cause overhead connectors to fail or lightning strikes on overhead lines.

But equipment failure includes failure due to defective equipment, such as the disconnect switches and insulators identified in the August 15th report to Council, and failure due to age deterioration. Typically, defective equipment accounts for approximately half of the equipment failure outages. So, in summary, approximately 40% of all outages are due to equipment failure of which approximately half (i.e. 20% of total outages) are due to defective equipment and half (i.e. 20% of total outages) are due to aged infrastructure.

For example, in 2010 CAIDI, which is the average outage duration that a customer experiences, was 45 minutes. If we could eliminate all aged infrastructure related outages (note \$23.5 million will only replace a small fraction of total infrastructure), the maximum improvement the customer would see is 9 minutes.

In addition, recently we hired a Forestry Technician with a dedicated focus on vegetation management. This greater level of attention to trees in proximity to lines will provide significantly improve reliability in the near future.

Capital Program to Address Outages and Infrastructure

The following table summarizes approximate numbers of the various components that make up the city's electric distribution system.

Asset Description	Approx. Qty
Distribution Transformers	5,500
Disconnect Switches	8,500
Lightning Arresters	10,000
Insulators	60,000
Distribution Poles	20,000
Underground Cables (equivalent 3-phase meters)	115,000
Overhead Wires (equivalent 3-phase meters)	600,000

Failure of any **one** of these items will normally cause a power interruption. Power outages are inevitable on a system of this magnitude. It is technically unrealistic and financially prohibitive to provide un-interrupted supply to every customer in the system at all times.

PUC recognized the need to address increasing outages sometime ago and started a systematic effort, approximately eight years ago, to gradually ramp up the capital spending on infrastructure renewal and replacement of defective switches and insulators. We have, over the past 8 years, undertaken to ramp up annual expenditures on capital works and system maintenance in a responsible and realistic manner. With limited resources in the area and in order to minimize the impact to customers, we have been gradually accelerating expenditure in these areas.

We have steadily grown the capital works program from \$2.76 million in 2004 to \$9.63 million in 2011. In order to achieve the higher levels of capital works, we have increased Engineering staff from 9 in 2004 to 15 in 2011 and Line Department staff from 19 to 29. Our long range plan calls for further increases in capital spending, with the associated addition of staff to support the higher level of activity.

But skilled, qualified powerline maintainers, engineers and technicians are not readily available. It takes time to develop the internal capacity to handle any substantial increase in capital works. Even if we had \$23.5 million to apply to capital works, we do not have the resources to carry out such a high level of construction. Furthermore, without additional qualified staff, we could not even contract out the work.

So it is unrealistic to think that the \$23.5 million required for the new building should be redirected to capital works. We believe we are providing a balanced approach to addressing the infrastructure needs. We believe we are taking a responsible and realistic approach that minimizes the financial impact to our customers.

Outages will continue to decline and reliability will continue to improve, but it is a long process that never really ends. It took more than 75 years to build the system we have today. One should not expect to replace it in a short time frame such as 2 or 3 years.

8) Timing of project is not right !

PUC staff first identified a need to upgrade the C.J. Murphy Centre in 1990. R.V.B Burgoyne and Proctor & Redfern Ltd. were hired to investigate and document the needs at that time and

to propose solutions. Based on their findings, the process was initiated to obtain Commission approval and to proceed with detailed design and tender.

After several years of analysis and planning, the Commission issued a tender call in 1995 to renovate the Murphy Centre. But the bids came in substantially over budget, the main reason being that the building was to be heated electrically with a ground source heat pump system. The design was re-visited and the Commission was almost ready to re-tender in 1998. Then came provincial deregulation and uncertainty of what the future would hold for the electric utility. So the plans were again put on hold until after deregulation and restructuring of the PUC.

In 1998 the Commission purchased the Nicholas Trbovich Centre from the City and used the garage portion only to store part of the fleet and for work shops. The offices section remained vacant. In the meantime, the Trbovich Centre provided additional space to relieve some of the operational pressures of limited space at the Murphy Centre.

In 2003 PUC Inc. obtained shareholder approval to proceed with preparation of design drawings and construction estimates for an extensive renovation of the Murphy 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. The cost analysis indicated a new integrated facility was the best option.

On September 27, 2010 the shareholder passed a resolution giving approval for PUC Inc. to proceed with the construction of a new building with a budget of \$22,180,000. In June 2011, tenders for construction were issued and five bidders submitted proposals.

The bids were all very close indicating a high degree of competition. The low bid came in at \$20.2 million which was \$2.8 million less than the pre-tender estimate of \$23.0 million.

So, after some 20 years of analyzing options and trying to find solutions, we now have a reputable contractor ready to start construction immediately, a bid price that is \$2.8 million under the estimated cost, and borrowing ready to go with Infrastructure Ontario at a very low rate for 25 years.

PUC staff have been very understanding and patient over the many years of stop and go. Since about 2003 the cramped conditions at the service centre have gotten worse with the addition of more staff required to address the increasing capital works in both the water and electric utilities.

This new building will benefit PUC and the City of Sault Ste. Marie for the next 50 years. This new building is necessary to support the operations of PUC for near and long term future.

Is the time right? Absolutely, there is no better time than now.

9) What is the financial benefit to the City as sole shareholder?

Construction of this facility will add \$23.5 million to the value of PUC Inc, which the City owns. Consequently the City will benefit from this construction with an increase in the assets it owns by \$23.5 million.

Furthermore, this project presents a unique opportunity for PUC and the City that will not be repeated. Stimulus funding has dried up some time ago and contractors are looking for work; witness the competitive bidding received. This project will provide construction jobs for many workers in Sault Ste. Marie over the next 18 months.

In addition, the new facility will provide increased property taxes for the city that will benefit all taxpayers. Taxes on the new building, based on the commercial rate, are anticipated to be \$990,000 per year, while taxes on the existing facilities that are to be sold, totaling approximately \$250,000 annually, will continue to be paid by the new owners. Assuming the city's budgetary needs do not change, the burden on all taxpayers will be reduced by the \$990,000 that will be added to the city coffers by PUC.

It should also be noted that property taxes on the renovated Murphy Centre would also be substantially higher than the present amount and quite comparable to the new building. The table below summarizes current and estimated taxes for the different buildings and scenarios. Estimated taxes are based on the 2011 Commercial tax rate and the estimated building evaluations.

Murphy Centre	\$ 108,077
Trbovich Centre	\$ 61,270
Queen Street	\$ 80,974
Total Existing Taxes	\$ 250,321
Renovated Murphy	\$ 679,994
Proposed New Build	\$ 989,767

Also, it should be noted that property taxes are in addition to the \$24.3 million in interest and dividend payments already made by PUC Inc. to the City of Sault Ste. Marie since the year 2000.

10) Why not relocate Engineering to the Civic Centre?

One of the key drivers for an integrated facility has always been the benefits, both financially and operationally, associated with housing all departments under one roof. This is particularly true for departments that are closely linked through regular, daily interaction. Engineering at the PUC is intimately involved with every aspect of daily and long term activities with the Operations Departments housed at the Murphy Centre.

When Engineering was located at the Queen Street building, the cost of lost productivity, travel time and vehicle costs associated with Engineering staff traveling up to the Service Centre or Operations staff traveling to Queen Street was a significant expense. That cost was estimated at \$80,400 per year. Now that Engineering has relocated to the Trbovich, this cost has been minimized. However there still remain associated costs related to separation from the Administration departments that are still located at Queen Street.

If Engineering were relocated to the Civic Centre, the detrimental effects of physical separation would in fact be significantly greater than when they were at Queen Street. Not only would they be separated from the Operations group, but they would also be separated from the Administration group. This is not a feasible option.

11) Why not build a shared service garage with PW&T?

The suggestion has been raised that given the similarities of equipment operated by both PUC and PW&T, that it may make financial sense to build a joint facility that would be shared by both groups. What would be the implications of such a setup and is this option worth pursuing? This option raises many questions. Some immediate questions that come to mind include the following:

How many service bays are required?

The PUC needs 4 bays to maintain its equipment. The City has a far greater number of units than PUC that need to be accommodated. Would an additional 4 bays be enough? Would the cost of the facility be twice the price or would it be more? It certainly would not be less than the 4 bays that PUC plans to build.

So how would economies of scale be realized? A shared facility does not mean that the 4 bays proposed in the new facility would be shared by the two organizations. PUC has specific issues to address that dictate the design of the garage and the number of bays required. PW&T, although similar in that it operates large equipment, has quite different needs.

The proposed design of the new building incorporates the service garage within the main building so as to share common walls. This in itself results in savings both for the initial capital cost to construct and in the ongoing costs to heat and maintain.

How would the garage be shared?

Who would decide who uses what at what time? Would the PUC mechanics work side-by-side with the City's mechanics? Or would each party have its own self-contained area and be free to plan and carry out its own work?

Would tools and equipment be shared too?

Would each party have its own tools and equipment or would equipment be purchased jointly and used jointly? If jointly, then who would decide who gets priority? What if one party uses equipment and breaks it, who would replace it?

But how would economies be realized here with respect to tools and equipment? If you have 50 units to maintain and it requires 2 mechanics utilizing 5 particular pieces of equipment to maintain those units on a regular basis, it is not feasible to double or triple the number of units to be maintained without at least double or triple the amount of equipment and mechanics. So where are the economies of scale?

How would spare parts and inventory be handled?

If we were to share work areas and tools and equipment, how would we account for spare parts and inventory of consumables? How would we account for oil and grease used by either party if it all comes from one source? Who would procure and manage inventory of spare parts?

Who would administer all this?

Based on the above questions, one big question comes to mind. Who is going to manage all this? Clearly existing staff have their hands full now. There is no spare capacity to deal with a higher level of administration that would be required to organize the logistics of using a joint facility. So, would additional staff be required to administer the operations? Where would the cost savings be?

The foregoing discussion is only a brief summary of the questions that would have to be answered before the feasibility of this option could be determined. But such an exercise would be pointless because this proposal misses the fundamental issues underlying this whole debate.

This report was prepared in order to clearly identify the issues driving the need for major upgrades to the Murphy Centre and to explain the business case for a new integrated facility. The service garage in itself does not trigger the major renovations identified above, but rather is just one of the many components of the overall picture that leads to the conclusion that a new integrated facility is the best option, both financially and operationally.

Renovations to the Murphy Centre identified herein are required, regardless whether a shared garage is built or not. If we renovate the Murphy Centre, we must also renovate the Trbovich and Queen Street buildings in order to keep all three. The costs analysis above clearly demonstrates that a new integrated facility is the best option.

We have a very competent contractor ready to start construction at a cost that is \$2.8 million below budget with a low interest loan ready to go. If this contract is not awarded, the \$1.44 million that has already been spent to-date will have been totally wasted, with no positive outcome at all.

13) Additional questions submitted September 2, 2011

Most of the questions submitted to PUC September 2 are answered above. Below are answers to several additional questions raised.

PUC Credit Rating

BDR suggested in their report of 2007 that PUC should obtain a credit rating to enable PUC to borrow in the capital markets to fund capital expenditures. This has not been necessary as financing was and is available through Infrastructure Ontario at attractive rates and terms without a credit rating.

Labourer's International Grievance

It is our understanding that Labourer's International Union filed a grievance with the City and that the City has denied the grievance.

August 30, 2011

Questions arisen as a result of the August 15 deferral on the new consolidated P.U.C. facility

Council, staff and other parties have requested clarification of the following:

1. Will the new facility be of an additional benefit financially to the City of Sault Ste. Marie as the sole shareholder?
2. The fact that considerable capital spending will necessarily be increased over the next 5-10 years to improve aging infrastructure and also the additional capital financing for the new building must be considered together. Can the two move forward without compromising the financial well-being of the P.U.C. and the City?
3. Describe if any of the risks associated with the proposed financing of the building. Is there any possibility that the Ontario Energy Board will not approve expenditures for the new building in the next rate application?
4. Some questions as to the total appraised value of P.U.C. Inc. Is a 23,000,000 expenditure excessive when comparing the debt to value ratio?
5. Does the P.U.C. have a present credit rating from an "official agency" such as Moody's or Standard and Poors as recommended in study conducted in 2007 by BDR, BDO and Gowlings?
6. Has the vacant 10,000 square feet on the 6th Floor of the Civic Centre been considered to accommodate any of the compatible uses for the P.U.C. (eg. Engineering). Potential for positive synergy and cost savings for P.U.C. and City?
7. At the Council meeting of August 15, Mr. Curran stated that the present Queen St. building was in good condition and a buyer was likely. Councillor Myers amongst others have raised concerns as to another downtown building being vacated leading to a displacement of staff. Has this been given any consideration? Has staff been consulted? The present facility is most customer friendly and accessible when compared to the proposed new site. Comment.
8. What were the costs associated with constructing a new service centre only? Costs associated with additional renovations?
9. Council should be aware that the potential for Labourer's International may appeal to the Ontario Labour Relations Board as to their right to build any new facility since their relationship between the union and City should be extended to the P.U.C. as the City is the sole shareholder. Is the P.U.C. aware of this?
10. How much money has been expended to this point on architectural and engineering and other costs in bringing the project to this point?

11. It was intimated on August 15 that even should an investment of 20+ million be tabled for aging infrastructure improvement that this would effect little immediate improvement. This seems incongruous. Please explain.
12. P.U.C. has indicated that the lowest bidder guarantees the bid for 60 days and the suggestion was the price will escalate and the contractor will likely move on. Most parties are of the mind that post stimulus funds will be quite scarce therefore less money, less projects for contractors. There is the belief that there will be interested bidders regardless of the timing and scope of the project. Please comment.
13. Councillor Watkins noted at the August 15 meeting that the needs of Public Works and Traffic in servicing facilities are not dissimilar to those of the P.U.C. The service and maintenance requirements of the vehicles are common and given the two properties being adjacent would it not make imminent sense to explain the potential to construct a jointly occupied and utilized facility? Has the P.U.C. considered this an option? Would not the public view this as a positive move and approve of the two entities working together for the common good? Could this not be viable and economical alternative? More details on this proposal will be tabled within days.

I submit these questions, statements, and observations to you for your information. P.U.C. has requested them as soon as possible. Should you wish for further clarification of the above or any new issues, I suggest you forward these queries directly to the P.U.C.

I apologize for any deficiencies in the content of this information provided. For the most part, I am out of my element in many of these areas.

Respectfully submitted,



Steve Butland

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2011-158**

AGREEMENT (B.1.2.3): A by-law to authorize an agreement between the City and The Corporation of the Township of Prince to provide technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and Township by-laws relating to the construction of buildings.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a an agreement in the form of Schedule "A" hereto dated the 1st day of September, 2011 between the City and The Corporation of the Township of Prince to provide technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and Township by-laws relating to the construction of buildings

2. SCHEDULE "A"

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

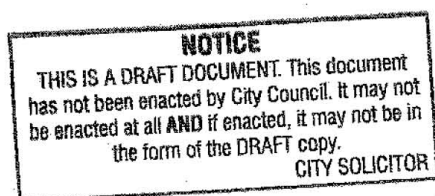
3. EFFECTIVE DATE

This by-law takes effect as of September 1, 2011.

PASSED in open Council this 12th day of September, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



This Agreement is dated the 1st day of September, 2011

B E T W E E N

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

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE
hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the Corporation of the Township of Prince has requested that the City provide technical assistance to the Township in administering the provisions of the Building Code, the Plumbing Code and Township by-laws relating to construction of buildings;

AND WHEREAS the City has agreed to provide such technical assistance subject to the terms and conditions as set out in this Agreement;

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

GENERAL PROVISIONS

1. The City shall provide plans examination and building inspection services ("inspection services") as follows:
 - (a) Plans examination and review for compliance with the Building Code and relevant Township building by-laws;
 - (b) Written correspondence describing plan deficiencies to applicant and associated parties;
 - (c) Analyses of written responses or amended plans resulting from the plan review;
 - (d) Written recommendations to the Township regarding matters that pertain to the building permits, i.e. infraction letters;
 - (e) Inspections of buildings under construction as required upon notification to the City by the Township; and
 - (f) Attendance in court for the purpose of providing evidence on behalf of the Township in the event that the Township undertakes a prosecution arising from an infraction.
2. The said inspection services shall be performed by duly qualified City employees and City employees shall be subject to direction from the City only.

3. City employees providing inspection services to the Township shall maintain a work log indicating the dates and lengths of time that such employees have performed inspection services and the nature of such services.
4. The City, as employer, shall pay all salaries, wages and costs associated with its Building Division and shall invoice the Township on a bi-annual basis as hereinafter set out.
5. The Township shall appoint by by-law any person(s) employed by the City as its inspectors pursuant to the Building Code Act.

COST OF INSPECTION SERVICES

6. (1) The total amount of money paid by the Township for inspection services for residential development shall be Seven Thousand Dollars (\$7,000.00) plus H.S.T. per year for each year of the Agreement. This amount shall comprise the full cost of inspection services inclusive of inspection and clerical duties, mileage and miscellaneous expenses for inspections related to residential development.
 - (2) For all non-residential development inspection services the Township shall pay to the City \$50.00 per hour for each hour of inspection services provided plus mileage at the rate paid by City to its CUPE 67 employees.
 - (3) The amount in paragraphs (1) & (2) of this clause shall be increased annually by an amount equal to the increase in the Consumer Price Index for the preceding calendar year and shall be applied annually on the anniversary date of this Agreement.
7. The Township shall make two payments to the City in the amounts invoiced by the City each on September 1st and February 1st of each year during the term of this agreement.

COMMENCEMENT AND TERMINATION OF AGREEMENT

8. This Agreement comes into effect on the 1st day of September, 2011 and shall conclude on the 31st day of August 2014.
9. Either party to this Agreement may terminate this Agreement upon sixty (60) days written notice of termination to the other party. Should a notice to terminate be given, the Township shall continue to be obligated to pay for the cost of

inspection services under this contract to and including the date of such termination and the City shall continue to be responsible to provide the inspection services outlined in this Agreement.

NOTICE

10. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

The Administrator
Corporation of the Township of Prince
3042 Second Line West
Sault Ste. Marie ON P6A 6K4

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 1st day of September, 2011.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

Mayor – Debbie Amaroso

Clerk – Malcolm White

THE CORPORATION OF THE TOWNSHIP OF PRINCE
Per:

Reeve - Lou Madonna

Administrator – Peggy Greco

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2011-159**

AGREEMENT: (L-112) A by-law to authorize the execution of a lease agreement between the City and Canadian Pacific Railway Company for property at the east entrance to the City for the maintenance of the City "Welcome" sign.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a lease agreement in the form of Schedule "A" hereto dated the 12th day of August, 2011 and made between the City and the Canadian Pacific Railway Company for property at the east entrance to the City for the maintenance of the City "Welcome" sign.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da/by-laws 2011/2011-159/CP Lease Welcome Sign

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(b)

SCHEDULE "A"

THIS AGREEMENT, dated the 12th day of August 2011

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY
(hereinafter called collectively "the Railway")

- and -

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

WHEREAS the Applicant has applied to the Railway for permission to maintain one (1) advertising display on the Railway's property, on the north side of Highway 17 (TransCanada) in the City of Sault Ste. Marie, Province of Ontario, Mile 174.21, Webbwood Subdivision, and the Railway is prepared to grant the said application, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. In consideration of the covenants and conditions herein contained and to be observed by the Applicant, the Railway hereby grants to the Applicant permission to maintain one advertising display on the property of the Railway Company in the City of Sault Ste. Marie, at the location shown on Schedule "A" attached hereto.
2. (a) The Applicant shall pay to the Railway Company on September 1st of each year, during the continuance of the agreement, a rental per advertising display as set on Schedule "C", the Fee Schedule, attached hereto. Commencing the second year of the agreement and thereafter, the rental fee will be subject to an annual increase of three (3%) percent.
(b) The Applicant will pay to the Railway Company interest on all overdue amounts at a per annum aggregate rate equal to the prime rate of interest from time to time charged by any bank determined by the Railway Company to its prime commercial borrowers, plus four percent (4%), such rate to be compounded monthly. Such interest will be calculated from the due date until payment is made, the whole without the necessity or any demand being made therefore.
3. The Applicant shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the installation and use of advertising displays erected and maintained on the property of the Railway under the terms of this Agreement and will save harmless and fully indemnify the Railway from and against all loss, costs, damage and expense, of every kind or nature which the Railway may suffer, be at or be put to by reason or in consequence of the noncompliance by the Applicant with such Laws, By-Laws, Rules and Regulations.
4. The Applicant shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising out of the permission hereby granted or the presence of such advertising displays on the property of the Railway, and the Railway shall pay all taxes and assessments of every nature and kind with respect to the land on which the said advertising displays are erected. The Applicant shall pay any goods and services tax, value added tax, sales tax, or any similar tax, imposed upon the rental. CP's GST number is R100769694.

10(b)

5. The Applicant shall indemnify and save harmless the Railway from all costs and expenses caused to or incurred by the Railway and from all claims and demands, awards, loss, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the erection, use, maintenance, presence or removal of the Applicant's advertising display covered under the terms of this Agreement, or any action taken or things done or maintained in connection therewith, whether the same be caused or contributed to by the negligence of the Railway, its officers, agents, servants or employees, or otherwise howsoever, with the exception of gross negligence on the part of the Railway, the intent being that the Railway shall be at no risk or expense to which it would not have been put had the said advertising display not been so erected, used, maintained or removed by the Applicant.
6. The Applicant shall not assign, transfer or make any other disposition of this Agreement, or of the rights conferred thereby, without the prior written consent of the Railway, which consent shall not unreasonably or arbitrarily be withheld.
7. The Railway hereby reserves the right to remove from the said advertising display any advertisement or poster which, in the opinion of the Railway, is of an offensive nature according to community standards, denigrates any persons or groups of persons, or is in any way detrimental to the Railway's interests, without notice to the Applicant, and in such an event, the Applicant shall have no claims against the Railway for any damages or compensation by reason of such removal.
8. This agreement shall continue and be in force for a period of five (5) years from September 1, 2011 to August 31, 2016 and from thence forth next ensuing and fully to be completed and ended, subject however, to termination at any time, by either party giving to the other party a thirty (30) day notice, in writing.
9. Should the Railway desire the Applicant to remove the advertising display covered by this agreement, during the term hereof, the Railway shall give the Applicant thirty (30) days notice, in writing, to that effect and upon receipt of such notice, the Applicant agrees to remove the said advertising display from the property of the Railway and leave the property in a condition satisfactory to the Railway. If the Applicant defaults on this condition, the Railway may have the advertising display removed at the risk and expense of the Applicant.
10. Should the Applicant desire to remove the said advertising display during the term hereof, the Applicant shall give the Railway thirty (30) days notice, in writing, to that effect and remove said advertising display within that period, leaving the property of the Railway in a condition satisfactory to the Railway.
11. In the event the advertising display covered under the terms of this agreement is removed under the provisions of Clause 9 or 10 hereof, the original letter addressed to the Applicant by the Railway shall be filed by the Railway with the original of this agreement. The original of the letter addressed to the Railway by the Applicant shall be filed with the original of the agreement and a copy of the letter filed by the Applicant with its copy of the agreement.
12. Upon the termination of this Agreement, the Applicant shall forthwith remove the advertising display covered by this Agreement from the property of the Railway, leaving the said property in a condition satisfactory to the Railway; provided that if the advertising display is not removed by the Applicant within a period of thirty (30) days from the date of such termination, then the Railway may remove it at the

expense and risk of the Applicant, and in either case the conditions embodied in Clause 5 hereof will remain applicable and effective until such time as all work to be performed by or at the risk and expense of the Applicant, as provided for in this clause, has been carried out to the entire satisfaction of the Railway.

13. During the whole term of this lease, and any renewal thereof, the Applicant shall, at its cost and expense, take out and keep in full force and effect a comprehensive general liability insurance policy with inclusive limit of not less than \$1,000,000.00 or such other increased amount as the Railway may reasonably require from time to time, in respect of bodily injury, including injury resulting in death, and property damage; such policy shall specifically, by its wording or by endorsement:
- (a) name the Railway as an additional Insured;
 - (b) contain a "cross-liability" clause which shall have the effect of insuring each person, firm or corporation named in the policy as an Insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (c) extend to cover all liabilities assumed by the Applicant hereunder; and
 - (d) provide that thirty (30) days' prior written notice shall be given to the Railway by the Insurer in the event the policy is materially altered or cancelled.

Such policy shall be issued by an insurer acceptable to the Railway and in a form satisfactory to the Railway, and the Applicant shall furnish the Railway with a copy thereof or a certificate of insurance evidencing all the coverages above stipulated, immediately upon request. Further, in the event the said insurance policy is allowed to lapse during the term hereof or any renewal thereof, this lease shall, subject to all its rights and privileges of the Railway hereunder and notwithstanding any other clause herein, forthwith terminate without any notice whatsoever being given to the Applicant. It is further provided and agreed that any insurance coverage acquired hereunder by the Applicant will in no manner restrict or limit the liabilities assumed by the Applicant hereunder.

14. (a) The Applicant hereby accepts the land and premises pertaining to the advertising display on an "as is" basis and hereby waives against the Railway, all rights and recourses of any nature whatsoever in respect of any defects therein. The Railway makes no representation or warranty with respect to the condition, nature, composition, use (past, present or future) of such land and premises.
- (b) The Applicant shall comply with the provisions of any federal, provincial or municipal environmental laws which during the continuance of this Agreement shall become applicable to the land and premises pertaining to the advertising display. If any governmental authority exercising jurisdiction with respect to environmental protection requires, in respect of the advertising display, certain measures to be taken, then the Applicant shall promptly take such measures as may be required by such governmental authority. The Applicant shall be solely responsible for the cost of all work carried out to comply therewith.
- (c) Upon termination of this Agreement with respect to the advertising display, the Applicant shall leave the land and premises pertaining thereto free of any environmental contamination resulting from the Applicant's occupation or use thereof. The Applicant shall have the burden of proving that any environmental contamination has not resulted from its occupation or use of such land and premises. In the event that the Applicant fails to comply with the above to the satisfaction of the Railway, the Railway may undertake any such work that it

considers necessary to correct any environmental contamination which may have resulted from the Applicant's occupation or use of the land and premises pertaining hereto and all expenses incurred by the Railway, either directly or indirectly, shall be payable by the Applicant upon receipt of the Railway accounts therefor.

(d) The responsibility of the Applicant to the Railway with respect to these environmental obligations shall continue to be enforceable by the Railway notwithstanding the termination or expiry of this Agreement.

15. Notwithstanding any other provision of this Agreement, in the event that the Applicant fails to comply with any of the terms and conditions of this Agreement, the Railway shall have the right to terminate this Agreement in whole or in part on notification to the Applicant as follows: The Railway shall give to the Applicant written notice pursuant to Clause 16 setting out the details of such breach and the Railway's intent to cancel this Agreement in whole or in part. At the expiration of fifteen (15) days from the date of receipt of such notice, if the Applicant has failed to rectify the breach or to commence rectification of such breach in a reasonable and diligent manner, the Railway may cancel this Agreement in whole or in part effective with further written notice to the Applicant. Upon such termination, the provisions of Clause 12 shall apply.

16. Any notice required to be given from one party to the other must be in writing and sent by registered mail to the following addresses:

CANADIAN PACIFIC RAILWAY COMPANY

1290 Central Parkway West, Suite 800

Mississauga, Ontario L5C 4R3

Attention: Manager, Real Estate Ontario

or

The Corporation of the City of Sault Ste. Marie

99 Foster Drive, Civic Centre

Sault Ste. Marie, Ontario

P6A 5X6

Attention: Mr. Lorie Bottos, Corporate Counsel

Such notice shall be deemed to have been received on the 3rd business day after the posting thereof. Notices may also be communicated by any electronic means which can produce a written copy provided that written acknowledgement of receipt of the electronic communication is obtained.

17. It is understood that the Applicant will remit all rents and other payments provided for in this lease payable to: Canadian Pacific Railway Company.

18. This agreement cancels and supercedes all prior agreements.

IN WITNESS WHEREOF, these presents have been duly executed on behalf of the parties
hereto on this 12th day of September, 2011.

WITNESS: CANADIAN PACIFIC RAILWAY COMPANY

Per: _____

Title:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

Title: Debbie Amaroso
Mayor

Per: _____

Title: Malcolm White
City Clerk



WITNESS

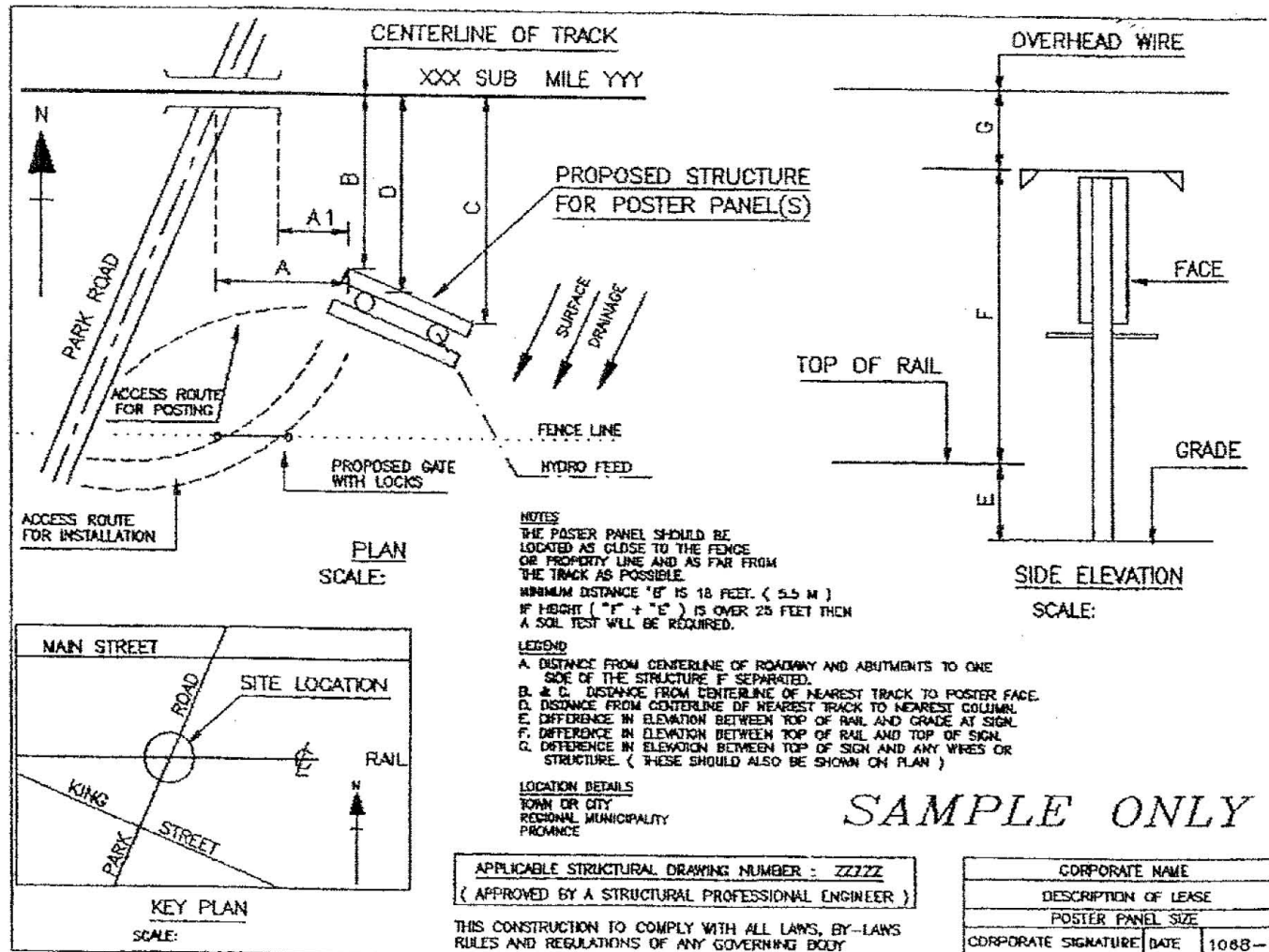
SCALE 1" = 400

SUDBURY, ONT.
JULY 19, 1966

DIVISION ENGINEER

PLAN NO. H-35-13

Please Initial



SCHEDULE "B"

10161



CANADIAN
PACIFIC
RAILWAY

Real Estate

Suite 500
6290 Central Parkway W.
Mississauga, Ontario
L5C 4R1
Fax: (905) 803 1225

10(b)

POSTER PANEL FEES

SCHEDULE "C"

Effective September 1, 2011

Poster Panels and Backlights (Advertising Displays)

Location: Mile 174.21, Webbwood Subdivision, Sault Ste. Marie

September 1, 2011	City of Sault Ste. Marie	\$600.00
September 1, 2012	City of Sault Ste. Marie	\$618.00
September 1, 2013	City of Sault Ste. Marie	\$636.54
September 1, 2014	City of Sault Ste. Marie	\$655.64
September 1, 2015	City of Sault Ste. Marie	\$675.31

Commencing the second year of the agreement, the annual increase shall be 3%.

Please Initial

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-163

AGREEMENT: (L-269) A by-law to authorize the execution of a lease agreement between the City and "A Company to be Incorporated" carrying on business as Chilly Willy's Sports Bar and Grill for the operation of a restaurant/lounge at the John Rhodes Community Centre.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 1st day of October, 2011 and made between the City and "A Company to be Incorporated" carrying on business as Chilly Willy's Sports Bar and Grill for the operation of a restaurant/lounge at the John Rhodes Community Centre.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September 12, 2011.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

NOTICE

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CITY SOLICITOR

SCHEDULE "A" TO BY-LAW 2011-163

Lease File No. L-269

This Agreement made this 1st day of October 2011
IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. S.11.

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "Landlord"

and

_____ ONTARIO LIMITED, (A Company to be Incorporated)
carrying on business as
Chilly Willy's Sports Bar and Grill

hereinafter called the "Tenant"

WHEREAS the City has previously entered into agreements for the provision of the Demised Area of the John Rhodes Community Centre;

AND WHEREAS it is the City's desire that the Demised Area be operated by a private-sector operator;

AND WHEREAS the said corporation wishes to operate the Demised Area as a sports bar and grill;

NOW THEREFORE the parties agree as follow:

1) In this lease:

- a) "Demised Area" shall mean a restaurant/lounge comprising a portion of the John Rhodes Centre and shown on Schedule "A" consisting of 6,000 square feet of leaseable area.
- b) "Gross Revenue" means all sales, receipts and receivables of the Tenant and any licensee, concessionaire, sub-Tenant or other person from all business conducted at, in, upon or from the Demised Area and without limiting the generality of the foregoing, includes:
 - i) The entire amount of the sales price whether for cash, credit or otherwise, of all sales of goods, wares and merchandise and charges for services (including amounts received for equipment rentals) made or performed at, in, upon or from the Demised Area.
 - ii) Amounts received or receivable in respect of orders taken or received at the Demised Area (although such orders may be filled elsewhere).
 - iii) Amounts received or receivable in respect of orders made or performed pursuant to mail, telephone, or other similar orders received at the Demised Area.
 - iv) Gross receipts from public telephones and from coin operated or other vending devices at, in or about the Demised Area.

- v) Gross receipts or receivables which the Tenant or any licensee, concessionaire, sub-Tenant or other person carrying on business at, in, upon or from the Demised Area would in the normal course of its business and in accordance with generally accepted accounting practice attribute thereto.
- c) No deduction shall be made for uncollected accounts and each sale or service made or performed on credit, or cash and credit shall be treated as a sale or service made or performed for the full price in the month during which it was made or performed, irrespective of when payment is made.
- d) "Gross Revenue" shall not include:
 - i) Cash or credit refunds to customers or transactions otherwise included in Gross Revenue.
 - ii) Any money collected and paid out for any federal, provincial or municipal taxes which the Tenant is required to collect as a direct and separate tax from its customers and which are not included in the retail sales price of the merchandise sold
 - iii) The exchange or transfer of merchandise between the stores of the Tenant where such exchange or transfer of merchandise is made solely for the convenient operation of the business of the Tenant and not for the purpose of consummating a sale at, in, from or upon the Demised Area or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Demised Area.
- e) "Manager" shall mean the Landlord's Manager of Community Centres.

2)

- a) The Landlord hereby demises and leases the Demised Area to the Tenant for a term of three (3) years commencing October 1, 2011, and expiring September 30, 2014, on the terms and conditions set out in this lease.
- b) Either party may give the other party 3 months written notice of its desire to renew this lease. Upon the receipt of such notice the parties will meet in an attempt to negotiate the terms of a new lease.

3)

- a) The Tenant shall pay the Landlord rent consisting of \$400 per month and 5% of gross revenue.
- b) The percentage rent and monthly rent shall become due and be paid monthly not later than fifteen (15) days after the first of the month.
- c) The Landlord shall have computer access to the Point of Sale system for the purpose of determining the amount of Gross Revenue and calculating the amount of the percentage rent. All sales made at the premises must be recorded in the Point of Sale system
- d) In addition to the payment of rent set out above, the Tenant shall be responsible for paying:
 - i) its own cleaning costs.
 - ii) any property taxes that may arise as a result of the Tenant's occupancy and use of the Demised Area, which will be billed monthly to the Tenant by the Landlord
 - iii) any H.S.T. payable as a result of the Tenant's occupancy and use of the Demised Area and any provincial sales tax that may be applicable.
- e) The Tenant shall keep or cause to be kept on the Demised Area or in such other location as the Landlord may approve in writing, full, true and accurate records in reasonable form and detail approved by the Landlord of all business at the Demised Area from which the gross revenue may be accurately determined and to which the Landlord and its employees and agents or any auditor or auditors appointed by it shall have access at any and all times during business hours of the Tenant for the purpose of examination or audit.

4)

a) The Tenant covenants with the Landlord:

- i) to pay rent;
 - ii) to pay all cable, internet, phone, and satellite television charges
 - iii) not to make changes in the Demised Area except in accordance with plans therefore which have been submitted to, and approved by, the Manager, such approval not to be unreasonably withheld and to make any such changes expeditiously in a good and worker like manner (including property clean-up) to the satisfaction of the Manager;
 - iv) to keep the Demised Area in a clean and well ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the Manager;
 - v) to use the Demised Area only for the purposes of a restaurant and licensed beverage lounge;
 - vi) not to erect any signs in the John Rhodes Community Centre without the written consent of the Manager;
 - vii) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in clause (iii) and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
 - viii) to take at its own expense all measures necessary to ensure to the Manager's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;
 - ix) not to store explosive substances on the Demised Area;
 - x) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licences and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
 - xi) upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Manager's satisfaction, and
 - xii) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 30 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfill such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.
 - xiii) To maintain in force and good standing during the term of this lease a letter of credit in the amount of \$10,000.00
- b) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term, which includes kitchen and bar equipment. The Tenant shall be responsible for the maintenance of such equipment.
- c) The installation and repair of all heating and air conditioning equipment shall be the responsibility of the Landlord. The Landlord shall replace any heating or air conditioning equipment that requires replacement due to normal wear and tear. The repair and maintenance of any restaurant and kitchen related equipment shall be the responsibility of the Tenant.

- 5) The Tenant's hours of operation shall be from 11:00 a.m. to 2:00 a.m., seven days per week, unless the Tenant otherwise advises the Landlord in writing about the change in the hours of operation or unless dictated by Provincial law.
- 6) Should the Landlord require the Tenant to close or otherwise restrict operations, the Tenant's monthly rent shall be pro rated accordingly. Such action will not be taken except for major national or international events taking place in the City.
- 7) It is the responsibility of the Tenant to apply for and satisfy all the requirements of the Alcohol and Gaming Commission of Ontario.
- 8)
 - a) For any products that are tendered for by the City, such as but not limited to soft drinks, potato chips, chocolate bars, the Tenant agrees to use only those products in the Demised Area and will pay the same price paid by the City for those products. As of the date of this lease, the Landlord receives a product rebate related to Pepsi products. The Landlord agrees to remit to the Tenant the portion of the rebate applicable to sales of Pepsi products in the Demised Area for as long as the Landlord receives such a rebate.
 - b) The Tenant shall not enter into any agreement for the exclusive provision of any product without the approval of the manager
- 9)
 - a) If the Tenant or any assignee or sub-Tenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the Bankruptcy and Insolvency Act or if the leasehold interest created by this indenture is at any time seized or taken in execution or in attachment, or if the Tenant or any corporate assignee or sub-Tenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the lease shall cease, the Term shall be at an end, the rent for the then next ensuing three months shall immediately become due and payable and the Landlord may re-enter and take possession.
 - b) Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.
 - c) This indenture makes provision for re-entry by the Landlord on non-payment of rent or non-performance of covenants.
- 10)
 - a) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the Workplace Safety and Insurance Act, 1997, S. O. 1997, c. 16, Sch. A, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with the Demised Area or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence.
 - b) The Tenant shall, at all times during the currency of this Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:
 - i) insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request, and
 - ii) liability insurance for bodily injury, death or property damage up to \$2,000,000.00.

- c) Every policy or policies of insurance maintained shall provide cross-liability coverage and waiver of subrogation and the Landlord may require the Tenant to supply evidence thereof from time to time.
 - d) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the Construction Lien Act, R. S. O. 1990, c. C.30, in connection with any work done for the Tenant at or on the Demised Area and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within 30 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
 - e) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.
 - f) The provisions of this clause 10 will continue to apply, notwithstanding cessation of the tenancy created by this indenture, throughout the period(s) during which activities take place pursuant to paragraphs (xi) and (xii) of clause 4(a) of the lease.
- 11) If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly Tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this lease.
- 12)
- a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

in the case of notice to the Landlord to:
 Manager of Community Centres
 Community Services Department
 99 Foster Drive, P.O. Box 580
 Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Tenant to:
 Chilly Willy's Sports Bar and Grill
 280 Elizabeth Street
 Sault Ste. Marie, Ontario P6A 6J3

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st business day following the date of faxing.

- b) The authority of the Manager shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this indenture, the Manager shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this lease.

13)

- a) All sums, for rent or otherwise, payable to the Landlord under this lease shall bear interest commencing the first day next following the falling due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
- b) The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.

14)

- a) The Landlord covenants that it shall install systems capable of heating, ventilating and air conditioning the Demised Area, other leasable premises in the John Rhodes Centre and the common facilities and administrative areas of the John Rhodes Centre to reasonable temperatures for the reasonable use thereof, as determined by the Landlord.
 - b) In the event of any breakdown in the heating, ventilating or air conditioning systems, the Landlord shall not be liable to the Tenant for indirect or consequential damages or damages for personal discomfort or illness.
- 15) The Landlord or any employee or agent of the Landlord shall have the right during business hours of the Tenant or at any time during any emergency as determined by the Landlord, to enter the Demised Area for any of the following purposes:
- a) to examine the state of maintenance, repair and decoration of the Demised Area and the equipment and fixtures therein;
 - b) to install and maintain pipes, conduits, wire and ducts in the Demised Area to serve the Demised Area or other premises, or both;
 - c) to show the Demised Area to prospective purchasers, lessees, encumbrances or assignees.

16)

- a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this lease at any time or times shall affect the Landlord's remedies or rights with respect of any subsequent (even if by way of continuation) default, breach or non-observance.
- b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
- d) All rights and remedies of the Landlord under this lease shall be cumulative and not alternative.

17)

- a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this lease to the other with respect to any obligation under this lease which has accrued up to the date of such termination but not been properly satisfied or discharged.
- b) The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease other than as set out in this lease which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.
- c) The provisions of this lease shall be binding upon, and endure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

THE CORPORATION OF THE
CITY OF SAULT STE MARIE

MAYOR – DEBBIE AMAROSO

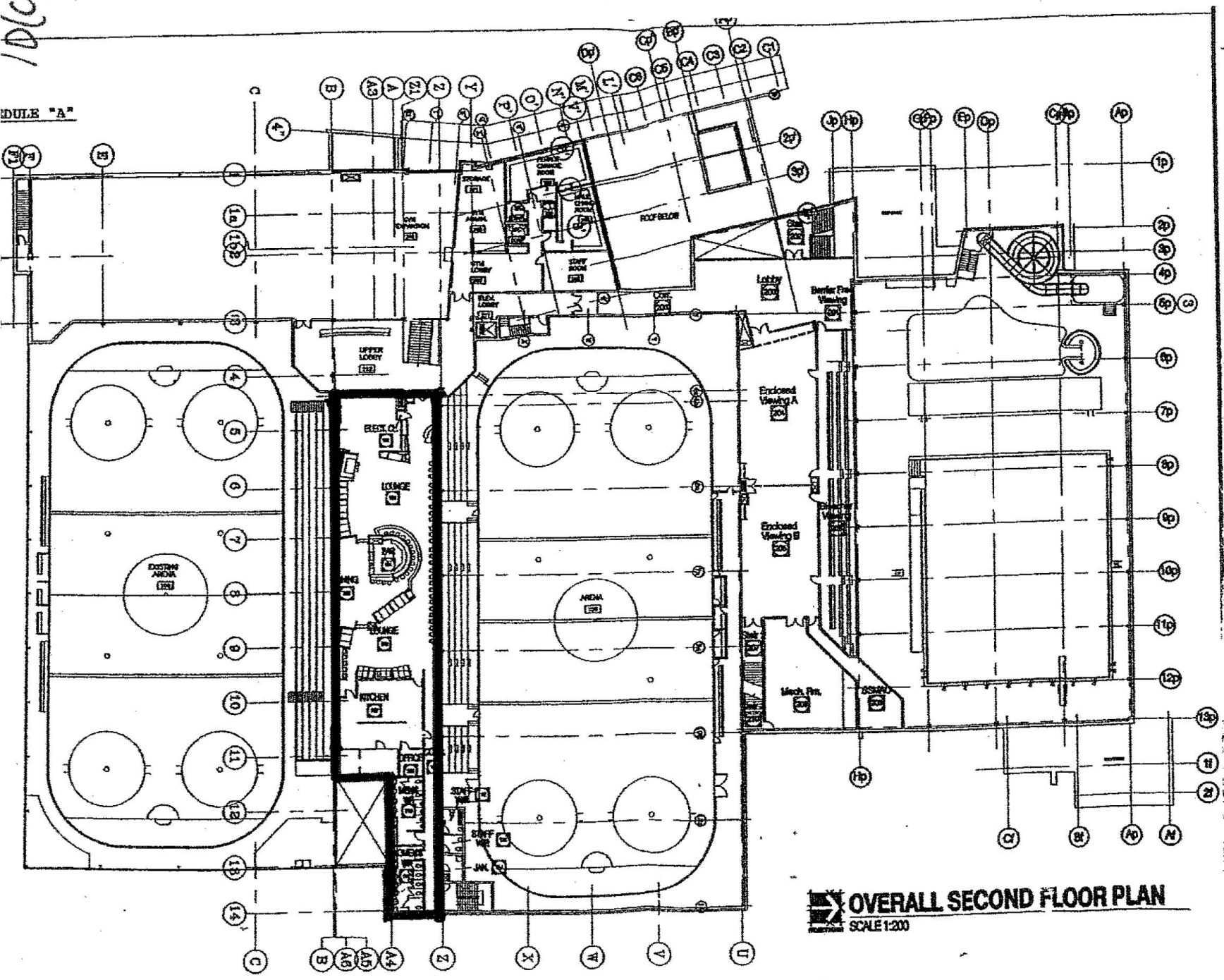
CLERK – MALCOLM WHITE

_____ ONTARIO LIMITED

PRESIDENT

(I have authority to bind the corporation)

MODULE "A"



OVERALL SECOND FLOOR PLAN
SCALE 1:200

SCHEDULE "A" TO LEASE AGREEMENT
DATED OCTOBER 1, 2011

SUBJECT PROPERTY OUTLINED IN BLACK

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-156

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September, 2011.

MAYOR – DEBBIE AMAROSO

CLERK –MALCOLM WHITE

cf Bylaws\2011\2011-156Parking Officers – Private lots

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CITY SOLICITOR

SCHEDULE "A"

10(d)

<u>BADGE NO.</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
12	ROUSE, BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E. & APARTMENTS
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35	ORR, DEREK	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
59	BARONE, MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109	SEBECIC, JOHN, LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E
113	TAYLOR, GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115	LEE, RICARD, JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138	CAIN, JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151	PARR, DEREK, RAYMOND	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP, CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI, ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
196	HARMAN, JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
191	BROWN, STEVEN, GEORGE	SEP. SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
196	SEABROOK, LAURA, LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240	MASON, STEPHEN	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
241	COGHILL, ROBIN	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
248	CHAN, GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST. / 129 SECOND LINE W
249	CHOL, LINDA	DR. RAYMOND CHO	71 & 131 EAST ST. / 129 SECOND LINE W
253	TRAVSON, TERRANCE (TERRY)	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
257	CORBIERE, JOHN (TED)	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
274	DAVIDSON, JAMES	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
276	SMITH, DENNIS, ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
297	SWIRE, WILLIAM, JAMES	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
314	AASEN, PAULINE	UNIT PARK	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE
321	LORENZO, COREY	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
334	MILLER, BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
335	GROSSO, DONALD	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
342	PICK, DENNY	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
343	CHILLMAN, JODI	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
344	HARPE, KENNETH	DAYS INN	DAYS INN HOTEL
345	SETCHELL, RODDY	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
346	HAZELTON, MARGARET	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
354	STEEVES, ROBERT	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
366	TROINOW, VICTORIA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
369	CARMICHAEL, MARY	ON. FINNISH HOME ASS.	FINNISH REST HOME
370	HANSEN, LOUIS	ON. FINNISH HOME ASS.	FINNISH REST HOME
371	LAKE, ROBERT	ON. FINNISH HOME ASS.	FINNISH REST HOME
372	BENOIT, ALAIN	ON. FINNISH HOME ASS.	FINNISH REST HOME
373	RISSANEN, ANJA	ON. FINNISH HOME ASS.	FINNISH REST HOME
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
376	FINN, ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
377	SADGERO, PAUL	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
384	BOREAN, RICK	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
389	SANDIE, KEVIN	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
391	MCLEOD, HEATHER	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
396	THOMAS, RANDELL	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
404	HUDSON, BRIAN	CORPS OF COMM	22 BAY ST. (FEDERAL BUILDING)
405	MATCHETT, CASEY	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
406	LEBLANC, SERGE	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
410	POYNER, HAROLD	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
411	MOORE, ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
413	HILL, MICHAEL	CORPS OF COMM	SAULT HOSPITAL
420	FABIANO, ANTONIO	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
423	VANDERKLIFF, DYLAN	CORPS OF COMM	SAULT HOSPITAL
428	DIAS, JASON	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
430	RUSCIO, DOMINIC	MAJOR CONST.	TRAVELODGE
431	DICKSON, SHANE	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
433	MAJOR, ROBERT	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
435	TRUMBLE, GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
436	COUTURIERE, NATASHA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
439	LAMBERT, JOSEPH	UNIT PARK	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE
440	HAMMERSTEDT, ERIC	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
441	WILSON, DAVID	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
442	MACLENNAN, MATTHEW	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
443	MARCIL, MARK	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
444	MARSHALL, JONATHAN	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
446	HALLIDAY, DANA	SAULT COLLEGE	SAULT COLLEGE
447	FRIGAULT, JESSE	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
450	CHAPMAN, DANIEL	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
452	ROGERS, RICHARD	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
453	DERASP, RICHARD	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
455	BOYCHUK, BLAINE	NORPRO SECURITY	REGENT PRO./S. COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
458	ROBINSON, GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459	SLEEMAN, RAY	CORPS OF COMM	SAULT AREA HOSPITAL
460	BOUGIE, DAN	CORPS OF COMM	SAULT AREA HOSPITAL
461	DUNN, PATRICK	CORPS OF COMM	SAULT AREA HOSPITAL

10(d)

463	MORIN,ALEX	CORPS OF COMM	SAULT AREA HOSPITAL
464	DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST.
465	DELAVALLE,DON	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS
466	LAFORCE,JULIE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
467	BERNIER,JUNE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
468	AGNEW,BRENDAN	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
469	SANTELLI,DOMINIC	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
470	WOODLEY,NATHANIEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS
471	STOYCHEFF,CHRISTOPHER	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENARIS
472	BRUNETTA,ANGELO	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
473	MCCAIG,BRANDON	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
474	MANCUSO,ANTHONY	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
475	TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
477	BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
479	GROULX,VINCE	CORPS OF COMM	SAULT AREA HOSPITAL
480	TELFORD,JASON	CORPS OF COMM	SAULT AREA HOSPITAL
481	FORD,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
482	LEWECHELLE,BRACE	CORPS OF COMM	SAULT AREA HOSPITAL
483	DARCY,ROY	CORPS OF COMM	SAULT AREA HOSPITAL
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
485	ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
486	LONGO,NADIA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
491	GRISDALE,KYLE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
492	PARKER,MICHAEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
493	BROWN,FRASER	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
494	SHEWFELT,CODY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
495	CASTELLANI,NINO	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
496	CAVICCHIOLO,MATTHEW	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
497	ALLEN,ROBERT	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
498	MARQUES,STEVEN	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
499	SCALI,NICOLA	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
500	EASBY,JOSHUA	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-162

PART LOT CONTROL: (S.3.2.19) a by-law to repeal By-law 2011-70 which designated certain lots in the Sault Ste. Marie Park Subdivision, as an area not subject to part lot control.

WHEREAS By-law 2011-70 was passed by the Council of the Corporation of the City of Sault Ste. Marie on April 18, 2011, the effect of which was to deem lots 529, 530 and part of lot 566 on Plan 7602 (PIN 31586-0019) as not being subject to part lot control.

AND WHEREAS By-law 2011-70 was registered on title as Instrument AL86172.

AND WHEREAS it is now felt appropriate to repeal By-law 2011-70.

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. By-law 2011-70 Repealed

By-law 2011-70 enacted on April 18, 2011 is hereby repealed and the properties listed in Schedule "A" to this by-law are once again subject to part lot control.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

This by-law shall not become effective until a certified copy of this by-law is registered in the Land Registry Office pursuant to Section 50(28) of the Planning Act.

PASSED in open Council this 12th day of September, 2011

MAYOR – DEBBIE AMAROSO

CLERK - MALCOLM WHITE

da/bylaws2011/2011-162 Repeal By-law 2011-70 Pt Lt Control

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CITY SOLICITOR

10(e)

SCHEDULE "A" TO BY-LAW 2011-162

Certain Lots in the Sault Ste. Marie Park Subdivision Being Designated as
Subject to Part Lot Control

PIN 31586-0019 (LT)
LT 529-530 PL 7602 KORAH; PT LT 566 PL 7602 KORAH; SAULT STE.
MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-161

TAXIS: (P.3.3.) A by-law to regulate, licence and govern vehicles used for hire to convey passengers, including brokers, owners, and drivers of taxicabs, limousines, wheelchair accessible vehicles and hotel shuttles.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie hereby **ENACTS** as follows:

1. **REGULATING VEHICLES USED FOR HIRE**

The licensing, regulating and governing of vehicles used for hire to convey passengers, including brokers, owners, and drivers of taxicabs, limousines, wheelchair accessible vehicles and hotel shuttles, shall be carried on in accordance with the attached by-law.

2. **BY-LAW 2005-154 REPEALED**

By-law 2005-154 is hereby repealed.

3. **SCHEDULE A**

Schedule A hereto forms part of this by-law.

4. **EFFECTIVE DATE**

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

PASSED in Open Council this 12th day of September, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

cf/by-laws/2011/taxi by-law 2011-161

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CITY SOLICITOR

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PART I**DEFINITIONS**

- 2.1 (a) **"Board"** means the Sault Ste. Marie Police Services **Board**
- (b) **"Broker"** means a **person** who owns a **vehicle for hire** business and operates his/her own vehicles and dispatches for other **vehicle owners** operating under that **broker's license**
- (c) **"Broker's License"** means a **license** issued under the provisions of this bylaw, authorizing a **person** operate a **vehicle for hire** business as a **Broker**
- (d) **"Chief of Police"** means the **Chief of Police** of the City of Sault Ste. Marie or his/her designate
- (e) **"City"** means the City of Sault Ste. Marie
- (f) **"Corporation"** means the Corporation of the City of Sault Ste. Marie
- (g) **"Council"** means the Council of the Corporation of the City of Sault Ste. Marie
- (h) **"Courtesy Shuttle"** means a vehicle operated by a hotel or motel to transport registered guests of the hotel free of charge.
- (i) **"Driver"** means an operator or person with control of a **vehicle for hire**, who is **licensed** under this by-law as such, or who is required to be **licensed** under this by-law
- (j) **"Licensed"** means **licensed** under the provisions of this by-law
- (k) **"Licensed premises"** means the premises where the **licensee** carries on his/her **licensed** operation
- (l) **"Licensee"** means a person **licensed** under this by-law
- (m) **"Ontario Driver's License"** means a **license** issued under the authority of the Highway Traffic Act R.S.O. 1990, c. H-8 as amended

- (n) **"Owner"** means any **person** owning, leasing or otherwise having carriage or control of a **vehicle for hire** business, who is **licensed** as such, or required to be **licensed** as such, under this by-law
- (o) **"Owner's License"** means a **license** issued under the provisions of this bylaw, authorizing a **person** operate a **vehicle for hire** business as an **Owner**
- (p) **"Passenger"** means any person in a **licensed** vehicle, other than the **driver**
- (q) **"Person"** includes not only an individual, but also a partnership and body corporate and any association and the heirs, executors, administrators, successors and assigns or other legal representatives thereof to whom the context may apply, and words importing the singular shall include the plural and words importing the masculine gender shall include the feminine.
- (r) **"Sale"** means the sale of one or more vehicles in respect of which **licenses** are issued by the **Board**, accompanied by an application to the **Board** for the issue of a new **license**.
- (s) **"Vehicle for Hire"** means any motor vehicle kept or used for the conveyance of **passengers** for a fee, or as a benefit to a service for which a fee is charged. Vehicles for hire shall be classified as one of the following: a **taxicab, limousine, or wheelchair accessible vehicle, or hotel shuttle**.
 - (ii) **"Limousine"** means a motor vehicle that is kept or used for hire for hire for the conveyance of passengers for a fee and is not equipped with a taximeter or a roof light.
 - (iii) **"Taxicab"** means a motor vehicle that is kept or used for hire for the conveyance of passengers for a fee and is equipped with a taximeter and a roof light.
 - (iv) **"Wheelchair Accessible Vehicle"** means a vehicle kept or used for hire to provide wheelchair service. (See definition below) These vehicles are to be used only for the conveyance of passengers who are restricted to a wheelchair and persons accompanying them.

- (v) **"Hotel Shuttle"** means a motor vehicle, owned or contracted by the hotel, which transports hotel guests for a fare to and from the airport to or from the hotel.
- (t) **"Vehicle for Hire Licence"** means a **licence** issued under the provisions of this bylaw, authorizing a specific **motor vehicle** to be used for the conveyance of **passengers** and driven or operated for a fee, or as a benefit to a service for which a fee is charged. This by-law will refer to "vehicle **licence**" which will mean the same as **Vehicle for Hire Licence**.
- (u) **"Vehicle for Hire Driver's Licence"** means a **licence** issued under the provisions of this bylaw, authorizing a **person** operate a **vehicle for hire** as a **driver**. This by-law will refer to "**driver's licence**" which will mean the same as **Vehicle for Hire Driver's Licence**.
- (v) **"Wheelchair Service"** means a service established to provide accessible transportation and may be either:
 - (i) **"Basic Wheelchair or Ambulatory Service"** which means that the client is able to meet the vehicle in the driveway of the pick-up location and able to manoeuvre at the drop off location both without the assistance of the driver
 - (ii) **"Enhanced Wheelchair or Ambulatory Service"** which means that the client must be assisted from an area other than the driveway of the pick up location or the entrance of the drop off location.

PART II

Requirements and Issuance of Licenses

General

- 3.0 Every application required by this by-law, to be made to the Sault Ste. Marie Police Services **Board**, shall be submitted to the **Chief of Police** to be dealt with according to this by-law.
- 3.1 Every **person** acting in the capacity of a "**vehicle for hire**" driver, **owner or broker** shall obtain the appropriate **licence or licenses** issued by the **Board** by completing the requisite application and paying to the **Board** the required fees.
- 3.2 Section 3.1 shall apply to every **vehicle for hire driver, vehicle for hire owner, and vehicle for hire broker** engaged in the conveyance of **passengers** from any point within the **City** to any point outside the **City**.
- 3.3 Every **person** who keeps a **vehicle for hire** shall obtain a **licence** issued by the **Board** authorizing the use of the vehicle for the purpose indicated on such **licence** and shall pay, at the time of taking out such **licence**, the fee prescribed by this by-law. There shall be a separate **licence** taken out for every vehicle operated by the **owner**.
- 3.4 Every application for a **licence** under this by-law shall be in writing, signed by the applicant, on forms prescribed and supplied by the **Chief of Police** and
- (i) shall be filed with the **Chief of Police**; and
 - (ii) shall be accompanied by such information and material as may reasonably be required by the **Chief of Police**.
- 3.5 The **Chief of Police** shall upon receipt of an application for a **licence**, make or cause to be made all examinations and investigations required to be made by this by-law or by the **Board** relative to such application and shall forward the results of such application and investigations to the **Board**, except as hereinafter provided.
- 3.6 Any member of the public, with the permission of the **Board**, may attend and may make submissions to the **Board** concerning the granting of a **licence**.
- 3.7 The **Board** shall consider any application forwarded to it and, if satisfied, that the issue of the **licence** would not result in a breach of the law or be

adverse to the public interest, and that the application is complete, the **Board** shall direct the **Chief of Police** to issue the **licence** to the applicant and the **Chief of Police** shall forthwith issue the **licence** to the applicant.

- 3.8 The **Board** may refuse to grant a **licence** applied for or may grant a conditional **licence** if the applicant signifies he/she is prepared to accept the conditions imposed on his/her **licence** and to make no objection to those conditions imposed by the **Board** and endorsed on his/her **licence**. The **Board** shall, if requested, give any reason, in writing, for refusing any license.
- 3.9 An applicant who has been refused a **licence** by the **Board** may apply to the **Board** requesting it to hold a public hearing and such hearing will be held in accordance with the Statutory Powers Procedures Act, R.S.O. 1990, c. S-22, as amended.
- 3.10 All **licenses** issued under this by-law shall be issued by the **Chief of Police** in the name of the **Board** on forms supplied by the **Board** and, if any **license** is issued subject to conditions, such conditions, shall be set forth on or attached to the **licence**. All **licenses** are property of the **Board**.
- 3.11 No **licence** issued under this by-law is transferable, except with the written permission of the **Board**.
- 3.12 No **person** shall enjoy a vested right in the continuance of a **license** and upon the issue, renewal, transfer, cancellation or suspension thereof, the value of a **licence** shall be the property of the **Board**.
- 3.13 The **Chief of Police** may replace any **licence** that is defaced, lost, stolen or destroyed. The new **license** shall be granted provided the **license** holder conforms to the conditions of this by-law. The replacement of any **licence** is subject to a fee listed in Tariff "A".
- 3.14 In the event of the death of the holder of a **broker** or **owner licence**, an authorized estate representative shall report the death, in writing to the **Chief of Police** within 30 days of the death. The authorized estate representative shall have a period of six months to arrange for the appropriate licensing and continuance of the business without the existing **licence** being suspended or cancelled.
- 3.15 The **Board**, in the case of transfer being applied for pursuant to paragraph 3.14, shall require the applicant, at his/her own expense, to

provide the **Board** with proof of death and the applicant's ability to comply with all the provisions of this by-law respect to the transfer in the same manner as though applying for the issuance of an original **license**.

- 3.16 If the **Board** approves the transfer pursuant to subsection 3.15, the **Board** shall provide written approval to the transferee. The **Chief of Police** shall endorse the **license**, once the transfer fee has been made.
- 3.17 In the event of a **sale** of a business or change of control in the corporation referred to in paragraph 3.14 without the approval of the **Board**, all **licenses** issued to such **broker** or **owner** shall become null and void and shall be returned immediately to the **Chief of Police**.

Renewal/ Expiry of Licenses - General

- 3.18 Every application for a renewal of a **licence** issued under this by-law shall be in writing, signed by the applicant, on the prescribed form and shall be:
- (i) filed with the **Chief of Police** by the date requested,
 - (ii) shall be accompanied by the **license** fee in accordance with Tariff "A" and
 - (iii) shall be accompanied by such information and material as may be required by the **Chief of Police**.
- 3.19 Any **licence** issued under this by-law shall be in effect on the day of issue and shall expire on the 30th day of March following the year of issue.
- 3.20 Where a **licensee** has not renewed his/her **licence** in accordance with this by-law, such **licence** is null and void and of no further force or effect.
- 3.21 If a **licence** has been issued under this by-law and, prior to the expiration of the **licence**, an application for renewal of the **licence** is received as herein provided; the **Chief of Police** may issue a new **licence** in accordance with the application.
- 3.22 Any **licence** issued under this by-law which is not renewed prior to March 30th, may be renewed prior to April 15th, subject to payment of a late fee as set out in Tariff "A"
- 3.23 Any request for renewal of a **licence**, which is received after April 15th, will be referred to the next regular meeting of the **Board** for consideration.

- 3.24 The **Board** may, upon written application by the holder of a **licence** issued under this by-law, grant an extension of the deadline for renewal of the **licence**.
- 3.25 The annual fee for **licence applications and issued licence** is as set out in Tariff "A".

Suspension / Revocation of Licenses - General

- 3.26 The Board may revoke any licence issued under this by-law in its discretion subject to the Statutory Powers Act R.S.O. 1990, c.S-22 as amended. The **Board** shall, if requested, give any reason, in writing, for suspending or revoking any licence.
- 3.27 The **Chief of Police** may temporarily suspend any **licence** until the next meeting of the **Board** for contraventions or safety concerns relative to the type of licence in question.
- 3.28 The **Chief of Police** shall, if requested, give any reason, in writing, for suspending any licence.
- 3.29 The Board may, in its discretion, continue the suspension of a licence which has been suspended under paragraph 3.27 until the Board is satisfied that the licence should be reinstated, revoked, or until the completion of any investigation into the suspension of the licence.
- 3.30 In the event of any **licence** being suspended or revoked, the previous holder thereof shall not be entitled to a new **licence** unless the **Board** approves the granting of such new **licence**.
- 3.30 A **person** whose **licence** is suspended or revoked is deemed not to hold a **licence** under this By-law and is subject to the General Penalty Section 11.2 of this by-law.
- 3.31 The holder of any **licence** that has been suspended or revoked shall forthwith surrender such **licence** to the **Chief of Police**.

BROKER'S / OWNER'S LICENSES

- 4.0 Every application for a **broker or owner's licence** shall be in writing, signed by the applicant, on forms prescribed and supplied by the **Chief of Police** and
- (i) shall be filed with the **Chief of Police**; and

(ii) shall be accompanied by such information and material as may reasonably be required by the **Chief of Police**.

- 4.1 The **Chief of Police** shall, upon receipt of an application for a **broker** or **owner's licence**, make or cause to be made all examinations and investigations required to be made by this by-law or by the **Board** relative to such application and shall forward the results of such application and investigations to the **Board**.
- 4.2 The **Board** shall consider any application forwarded to it and, if satisfied, that the issue of the **licence** would not result in a breach of the law or be adverse to the public interest, and that the application is complete, the **Board** shall direct the **Chief of Police** to issue the **licence** to the applicant and the **Chief of Police** shall forthwith issue the **licence** to the applicant.
- 4.3 The **Board** shall, upon receiving an application for a **broker** or **owner's licence**, cause the applicant to, at the applicant's expense, place an advertisement in the local newspaper stating such application has been made and giving the date of the next meeting of the **Board**. Such advertisement shall be in a form as specified by the **Board**.
- 4.4 An application for a **broker** or **owner's licence** shall indicate the number of vehicles for hire that will be operated under the **licence** and such number will include the **broker's** own vehicles and vehicles operated by other **owners**.
- 4.5 In the event that a **licence** is granted to an **owner**, the **broker** shall not operate, or allow to be operated, any vehicles for hire in excess of the number indicated by his/her application and approved by the **Board**.
- 4.6 No **broker** shall be issued any **licence** in excess of the number of vehicles he owns plus the number of vehicles operated by independent **owners** conducting business under the authority of that **broker's licence**.
- 4.7 Notwithstanding any other provision of this by-law, the **Chief of Police** may issue an **owner's licence** to an applicant who will be operating under another **person's broker's licence**, provided that the number of **licenses** allotted by said **broker's licence** has not been filled. Such **owner's license** will be issued on the condition the **owner** continues to operate under the **broker's licence** indicated in the application. If the **owner** discontinues operating under said **broker**, the **licence** shall become void and of no effect.

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Renewal/ Expiry

- 4.8 Every application for a renewal of a **broker** or **owner's licence** shall be in writing, signed by the applicant, on forms prescribed and supplied by the **Chief of Police**; and
- (i) shall be filed with the **Chief of Police** by the date requested; and
 - (ii) shall be accompanied by such information and material as may reasonably be required by the **Chief of Police**.
- 4.9 Prior to the expiry of the **broker** or **owner's licence**, at a time designated by the **Chief of Police**, the **broker** or **owner** shall submit, at no expense to the **Board** such information and material as may be required by the **Chief of Police** to conduct or cause to be made all examinations and investigations required to be made by this by-law or by the **Board** relative to a **broker** or **owner's licence** renewal application.

Suspension/Revocation

- 4.10 The **Chief of Police** may temporarily suspend a **broker** or **owner's licence** until the next meeting of the **Board** for:
- (i) for a contravention of this by-law,
 - (ii) any contravention of the Criminal Code R.S.C.,
 - (iii) any contravention of the Controlled Drugs and Substances Act,
 - (iv) any contravention of the Liquor Licence Act R.S.O. as amended pertaining to the illegal sale or purchase of liquor; or
 - (v) circumstances, where in the opinion of the **Chief of Police**, there is concern for public safety.
- 4.11 The suspension of the owner or broker's licence in accordance with Section 4.10 will cause the suspension of all "vehicle for hire" licenses issued to that owner or any vehicle for hire licenses that are issued to independent vehicle owners operating under such broker.
- 4.12 The **Board** may, in its discretion, continue the suspension of a **broker** or **owner's licence**, which has been suspended under paragraph 4.10, until the **Board** is satisfied that the **licence** should be reinstated, revoked, or until the completion of any investigation into the suspension of the **licence**.

VEHICLE LICENSES

5.0 An applicant for a vehicle licence:

- (i) shall provide evidence that the vehicle is currently **licensed** under the authority of the Highway Traffic Act, R.S.O. 1990, c. H-8 as amended,
- (ii) shall provide a valid Safety Standards certificate for the said vehicle,
- (iii) shall procure, in respect to each vehicle **licensed** under this by-law, a policy of insurance endorsed to the effect that the **Board** will be given fifteen days notice, in writing, of any cancellation, expiry or change in the amount of the policy, and shall deposit a copy or certificate thereof with the **Board**, and such policy shall be kept in force as long as the vehicle remains **licensed** under this by-law; and
- (iv) shall insure the **owner** and **driver** of any such vehicle against loss or damage resulting from bodily injury or death to **passengers** as well as others and against damage to property to a minimum of one million dollars (\$1,000,000.00) for all claims in any one accident, exclusive of interests and costs.

- 5.1 If the vehicle **licence** is not purchased within 36 days from the date the application is granted, the **licensee** shall, at the time the **licence** is purchased provide proof that the vehicle is mechanically fit.
- 5.2 If required investigations and examinations into an application for a vehicle **licence** do not disclose any reason why the application should not be granted the **Chief of Police** shall issue such **licence**, unless in his/her opinion, the granting of the **licence** shall be contrary to public interest.
- 5.3 If the **Chief of Police** determines that such vehicle **licence** should not be granted, he may refer the application and any results of any investigation or examination to the **Board** for final decision.
- 5.4 The **Chief of Police** shall, upon issuing a **vehicle licence**, furnish to the **licensee**, the **vehicle licence**, which shall be numbered and will set forth the name of the licensee, the make, model, style, Ontario Licence Plate number and the vehicle identification number or the vehicle.
- 5.5 A **vehicle licence** issued hereunder shall contain a description of the particular vehicle to which it applies and it may not be altered or otherwise made to apply to more than one specific vehicle.
- 5.6 Notwithstanding paragraph 3.11, where a vehicle for which a **licence** has been issued, is replaced by another vehicle during the period for which

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the **licence** was issued, a new **licence** shall not be necessary. A transfer of the **licence** shall be granted provided the **licence** holder conforms to the conditions of this by-law.

Renewal/ Expiry

- 5.7 Every application for a renewal of a vehicle **licence** shall be accompanied by:
- (i) evidence that the vehicle is currently **licensed** under the authority of the Highway Traffic Act, R.S.O. 1990, c. H-8 as amended,
 - (ii) a valid Safety Standards certificate for the said vehicle; and
 - (iii) evidence that the vehicle is insured according to this by-law.
- 5.8 Prior to the expiry of a vehicle **licence**, at a time designated by the **Chief of Police**, the **broker** or **owner** shall submit, at no expense to the **Board**, such information and material as may be required by the **Chief of Police**, to conduct or cause to be made all examinations and investigations required to be made by this by-law or by the **Board** relative to a **vehicle licence** renewal application.

Suspension/ Revocation

- 5.9 The **Chief of Police** may temporarily suspend any **vehicle licence** until the next meeting of the **Board** for any contravention of this by-law; or where in the opinion of the **Chief of Police**, there is concern for public safety as evidenced by the condition of the vehicle or defects that have not been corrected.
- 5.10 The **Board** may, in its discretion, continue the suspension of a **vehicle licence**, which has been suspended under paragraph 5.9 until the **Board** is satisfied that the **licence** should be reinstated, revoked, or until the completion of any investigation into the suspension of the **licence**.

DRIVER'S LICENSES

- 6.0 No person shall be granted a **driver's licence** under this by-law unless they are the holder of a current minimum of an Ontario class "G" driver's **license** issued under the authority of the, Highway Traffic Act R.S.O. 1990, c. H-8 as amended.
- 6.1 The **Board** shall not grant a **licence** to any person:

- (i) who has a criminal record for which a pardon has not been granted,
 - (ii) who has accumulated more than 9 demerit points under the Highway Traffic Act, R.S.O. 1990, c. H-8 as amended,
 - (iii) who has been found guilty within the preceding three years of an offence under the Liquor Licence Act, which offence pertains to the unlawful sale or purchase of liquor; or
 - (iv) where circumstances exist such that the Chief of Police is of the opinion that it would be contrary to public interest.
- 6.2 Any person who holds a current **driver's licence** on the day that this by-law becomes effective shall not be prohibited from holding or renewing such **licence** by virtue of section 6.1(i) relative to any past criminal proceedings.
- 6.3 Any **person**, however, applying for a **driver's licence** other than a renewal, or replacement for a current lost, stolen or destroyed license shall be subject to section 6.1(i) regardless if he or she has held a **licence** under any previous by-law.
- 6.4 In addition to the foregoing, an applicant for a "**vehicle for hire**" **driver's licence**:
- (i) shall be in possession of a current Ontario class "G" or higher driver's **licence** issued under the authority of the Highway Traffic Act, R.S.O. 1990, c. H-8.as amended, and
 - (ii) shall provide a letter from his/her potential employer, or business with whom he has contracted, stating the employer's, or business', name, address and owner's licence number and that the applicant will be employed or contracted by him/her on a full-time or a part-time basis, as the case may be.
- 6.5 Every application for a **driver's licence** shall be accompanied by:
- (i) two satisfactory photographs of the applicant,
 - (ii) a certificate showing the date of birth of the applicant,
 - (iii) proof that the applicant holds a valid **Ontario driver's licence**, class "G" or higher issued under the Highway Traffic Act, R.S.O. 1990, c. H-8 as amended; and
 - (iv) the application fee in accordance with Tariff "A"
- 6.6 Every applicant other than those applying for a renewal, or replacement for lost, stolen or destroyed licence shall submit himself/herself to a

written examination. The applicant must attain a minimum of 80% (eighty) in the examination before he or she can be licensed.

- 6.7 An applicant that fails the examination or fails to show for the examination without proper excuse, or without 48 hours notification prior to the appointed time for the test, must commence a new application process including the appropriate fees.
- 6.8 If required investigations and examinations into an application for a **driver's licence** do not disclose any reason why the application should not be granted, the **Chief of Police** shall issue such **licence**, unless in opinion of the **Chief of Police**, the granting of the **licence** shall be contrary to public interest.
- 6.9 If the **Chief of Police** determines the granting of such **licence** should not be granted, he may refer the application and any results of any investigation or examination to the **Board** for final decision.
- 6.10 Upon being licensed, the **licensee** shall be furnished with a **vehicle for hire driver's licence**, in the form of an identification card, signed by the **licensee** in the presence of the issuer.

Renewal/ Expiry

6.11 Every application for a renewal of a **driver's licence** shall be accompanied by:

- (i) proof that the applicant continues to hold a valid **Ontario Driver's Licence** Class "G" or higher issued under the Highway Traffic Act, R.S.O. 1990, c. H-8 as amended,
- (ii) two satisfactory photographs of the applicant; and
- (iii) an application fee according to Tariff "A".

6.12 Prior to the expiry of the **driver's licence**, at a time designated by the **Chief of Police**, the **broker/owner** shall submit such information and material as may be required by the **Chief of Police** to conduct or cause to be made all examinations and investigations required to be made by this by-law or by the **Board** relative to a "**vehicle for hire**" **driver's licence** renewal application.

6.13 If required investigations and examinations into a renewal application for a **driver's licence** do not disclose any reason why the application should not be granted, the **Chief of Police** shall issue such **licence**, unless in

his/her opinion, the granting of the **licence** shall be contrary to public interest.

- 6.14 If the **Chief of Police** determines the granting of such **licence** should not be granted, he may refer the application and any results of any investigation or examination to the **Board** for final decision.

Lost, Destroyed or Stolen Driver's License

- 6.15 The **Chief of Police** may re-issue a **driver's licence** that has been reported lost, stolen or destroyed. Prior to any **driver's licence** being re-issued, the **driver** must continue to meet the conditions of this by-law, including the conditions in section 6.1.

- 6.16 If required investigations and examinations into an application for a lost, stolen or destroyed **driver's licence** do not disclose any reason why the application should not be granted, the **Chief of Police** shall issue such **licence**, unless in his/her opinion, the granting of the **licence** shall be contrary to public interest.

- 6.17 If the **Chief of Police** determines the granting of such **licence** should not be granted, he may refer the application and any results of any investigation or examination to the **Board** for final decision.

- 6.18 Every application for a replacement of a **driver's licence** shall be accompanied by:
- (i) proof that the applicant continues to hold a valid **Ontario** driver's licence (minimum Class "G") issued under the Highway Traffic Act, R.S.O. 1990, c. H-8 as amended,
 - (ii) two satisfactory photographs of the applicant; and
 - (iii) a replacement) fee according to Tariff "A"

Revocation / Suspension of a Licence

- 6.19 The **Chief of Police** may temporarily suspend any "vehicle for hire" **driver's licence** until the next meeting of the **Board** for:
- (i) any contravention of the Criminal Code,
 - (ii) any contravention of the Controlled Drugs and Substances Act,
 - (iii) the accumulation of more than nine demerit points under the Highway Traffic Act, R.S.O. 1990, c. H-8 as amended,
 - (iii) for any contravention of this by-law; or

- (iv) in the opinion of the **Chief of Police** there is concern for public safety as evidenced by driving history and record.
- 6.20 The **Board** may, in its discretion, continue the suspension of a **driver's licence**, which has been suspended under paragraph 6.22 until the **Board** is satisfied that the **licence** should be reinstated, revoked, or until the completion of any investigation into the suspension of the **licence**.
- 6.21 The holder of any licence issued pursuant to this by-law and which has been revoked or suspended shall forthwith surrender such licence to the Chief of Police.

PART III

DUTIES OF CHIEF OF POLICE

7.0 The Chief of Police shall be charged with the enforcement of the by-law, and in connection therewith shall do or cause to be done the following:

- (i) shall, if requested, give any reason, in writing, for not granting, suspending, or revoking any licence,
- (ii) report to the Board whenever he/she shall be required to do so,
- (iv) submit to the Board applications for broker/owner licenses and necessary reports pertaining thereto,
- (v) make all necessary inquiries in connection with the issuance of a license or the suspension and revocation of licenses, as may be required by this by-law,
- (vi) ensure that a register of all licenses granted by the Board is kept containing the name and address of the applicant and the number of vehicles kept by the applicant, the amount paid for and the date of the license, and such further records as the Board may order,
- (vii) furnish each person taking out a broker's licence or owner's licence with a copy of this by-law,
- (viii) furnish, to every successful applicant, a certificate indicating the application has been approved, such certificate to be presented to the licence issuing office of the Civic Centre where the licence is purchased,
- (ix) cause investigations to be carried out in regards to violations of this by-law,
- (x) consider charges against persons who have violated any of the provisions of this by-law,
- (xi) cause inspections to be made of all vehicles for hire to ensure the vehicle meets the requirements of this by-law,
- (xii) cause inspections to be made of all taxicab meters to ensure they are properly sealed and register accurately; and
- (xiii) take such other precautions as may be necessary to prevent interference or tampering with the said meters or their registration.

PART IV

Duties of Brokers and Owners

- 8.0 Every **broker** or **owner**, after he/she has received the **licence** approval from the **Board**, shall report to the office of the **Chief of Police** and shall provide any required information to complete the register.
- 8.1 Every **broker** or **owner** shall advise the **Chief of Police** of any change of information that has been recorded in the register, within six days of such change occurring. Such change shall include any "**vehicle for hire**" that has begun or ceased to operate under the **broker/owner licence**.
- 8.2 Upon removing a vehicle from service that will not be replaced, the **broker** or **owner** shall, within six days, attend at the office of the **Chief of Police** and surrender the **license** held by him/her in respect of such vehicle.
- 8.3 Every **broker** or **owner** shall advise the **Chief of Police** within 6 days of the hiring or terminating of any **driver** who holds a current **licence** under this by-law.
- 8.4 Every **broker** and **owner** shall keep a record in the **licensed premise** of the date, time, origin and destination of each trip, name of **driver**, number of the **vehicle for hire**, and such records shall be retained for at least twelve (12) months. Full information shall be given by the **licence** holder to any police officer, upon request, with reference to the address of house, or place, to and from which he has driven any passenger or with reference to all matters within his/her knowledge relating to such passenger.
- 8.5 Every **broker** or **owner** shall, to the best of his/her ability, ensure that all requirements of this by-law relating to vehicle equipment, driver's responsibilities, and licensing requirements are adhered to.
- 8.6 No **broker** or **owner** shall permit or allow any **unlicensed vehicle for hire**, or **driver** not **licensed** under this by-law to operate under his/her **licence**.
- 8.7 Every **broker** or **owner** shall ensure that vehicles operating under his/her **licence** are operated in accordance with this by-law.
- 8.8 No **broker** or **owner**, **licensed** under this by-law, shall use another **broker's** or **owner's** radio dispatch system.

- 8.9 Every **broker** or **owner** shall submit any vehicle **licensed** under this by-law for any inspection required by the **Chief of Police**.
- 8.10 Every **person** obtaining a **broker** or **owner's license** under this by-law shall keep his/her **license** or a copy thereof posted in some conspicuous place in the **licensed premises**, and every **person** so **licensed** shall, when requested by any **person** authorized by the **Board**, produce the **license** for inspection.
- 8.11 Every **licensee** shall notify the **Chief of Police** within six days, in writing, of any change of address or telephone number of the **licensee**, which has previously been given to the **Chief of Police**.
- 8.12 Notwithstanding the previous section, no **broker** or **owner licensed** under this by-law shall change the address of his/her business premises without first obtaining approval from the **Board**. The request for approval shall include written documentation as outlined in section 4.0 of this by-law.
- 8.13 Notwithstanding Section 8.14 of this by-law, every **broker/owner, licensed** under this by-law, shall:
- (i) have a telephone system,
 - (ii) have its own radio system; and
 - (iii) provide twenty-four hour per day service.
- 8.14 Clauses (ii), and (iii) of section 8.13 do not apply to the holder of a **broker** or **owner's licence**, who only operates **limousines** or a **hotel shuttle** under their **licence**.

PART V

DRIVER'S DUTIES AND RESPONSIBILITIES

9.0 No **driver, licensed** under this by-law, shall, while in charge of a vehicle for hire:

- (i) operate a "**vehicle for hire**" while any condition referred to in this by-law is not fulfilled, or while any **licence** required by this by-law has not been obtained,
- (ii) solicit a person to take or use his/her **vehicle for hire** by calling out or shouting or otherwise personally canvassing members of the general public,
- (iii) employ or allow any runner or other person to assist or act in concert with him/her in obtaining any passenger or baggage. (**Owners** or **Brokers** may allow another employee to assist a driver while he/she accompanies the driver for training purposes.)
- (iv) induce any passenger to employ him/her by knowingly deceiving, misinforming, or misleading such passenger as to the time or place of arrival or departure of any public conveyance, or the location or distance to any building or place,
- (v) permit any person, other than the **owner**, an employee or person contracted by the **owner**, to drive his/her vehicle; or
- (vi) take on any additional passenger after the "**vehicle for hire**" has departed with one or more **passengers** from any starting point, except at the request or permission of the passenger already in the vehicle, or in the case of an emergency, or the "**vehicle for hire**" is under contract being used to transport children to or from school.

9.1 Every **driver licensed** under this by-law shall:

- (i) make available his/her trip record and give full information thereof to any police officer on being required so to do,
- (ii) upon the request of any passenger, give in writing, his/her name, number of license issued to him/her and the Ontario license plate number of his/her vehicle and the business address of the company for which the **driver** is employed,
- (iii) upon request of any police officer, provide full information as to any **passengers** transported,
- (iv) take due care of all property delivered or entrusted to him/her and accepted by him/her for conveyance or safekeeping,
- (v) shall immediately on termination of any hiring or engagement, search his/her vehicle for any property lost or left therein and all

such property shall be forthwith delivered over to the person owning the same, or if the **owner** cannot be found, then to the officer in charge at the police station, with all information in his/her possession regarding such property,

- (vi) travel by the most direct route to the point of destination, unless otherwise directed by the passenger,
- (vii) constantly display clearly visible to any passenger, the **driver** licence identification card as furnished by the **Board** under the provisions of this by-law, and permit any person to note the driver's **licence** number shown therein upon being requested so to do,
- (viii) report forthwith to the dispatcher or the **owner** any accident in which he was involved or any damage caused while operating the vehicle and forthwith to the police as required by the Highway Traffic Act,
- (ix) while on duty, and upon request, surrender the "**vehicle for hire**" **driver's licence** to any police officer,
- (x) give his/her name, and the name of the **owner** of the vehicle, if other than the **driver**, upon request by a passenger, or by any person to whom or to whose property damage has been caused by him/herself or his/her vehicle,
- (xi) serve the first person offering to hire him/her, unless such person owes him/her a fare for services or unless there is a justifiable reason to do otherwise; and
- (xii) use his/her vehicle only for one specific trip for the transportation exclusively of one person or group of persons, one fare or charge only being charged and collected for the trip, unless all passengers have agreed to share the taxi and fares.

9.2 Every **driver** shall, on each work shift before commencing driving, examine for mechanical defects any **vehicle for hire** which he is to drive during the shift, and shall similarly examine the same at the end of each shift, and if he is not the **owner** of the **vehicle for hire**, shall forthwith report to the **owner**, any mechanical defect of which he is or becomes aware.

9.3 No **driver** of a "**vehicle for hire**" shall charge a fare other than in accordance with this bylaw as set out in the Tariff "B" for **taxicabs** or Tariff "C" for **limousines**, Tariff "D" for **wheelchair accessible service**, or Tariff "E" for **hotel shuttle service**.

9.4 No **driver** or **owner** shall make any charge for the time lost through defects or inefficiency of his/her **vehicle for hire**, or the incompetence of the **driver** thereof, or for time consumed by early arrival of the vehicle for

hire in advance of the time requested by the person calling to request the service.

- 9.5 Any person hiring a vehicle **licensed** under this by-law may require the **driver** thereof to furnish him/her with a receipt for the cash amount of the fare. Such receipt shall include, in addition to the cash amount:

- (i) the driver's name and "vehicle for hire" driver's licence number,
- (ii) the number of the driver's vehicle,
- (iii) the name of the **owner or company**; and
- (iv) the date of the transaction.

- 9.6 Every **licensee** shall notify the **Chief of Police** within six days, in writing, of any change of address or telephone number of the **licensee**, which has previously been given to the **Chief of Police**.

- 9.7 Every **licensee** shall notify the **Chief of Police** within six days, in writing, of lost or destroyed "**vehicle for hire**" **driver's licence**.

PART VI

VEHICLE CONDITION AND EQUIPMENT

General

- 10.0 Every **driver** shall, on each work shift before commencing driving, examine for mechanical defects any **vehicle for hire** which he is to drive during the shift, and shall similarly examine the same at the end of each shift, and if he is not the **owner** of the **vehicle for hire**, shall forthwith report to the **owner**, any mechanical defect of which he is or becomes aware.
- 10.1 Every **broker** or **owner** shall check immediately any mechanical defect in his/her **vehicle for hire** reported to him/her by a **driver** and shall not, in any case, operate or permit to be operated any **vehicle for hire** that is not in good mechanical condition.
- 10.2 Every **broker** or **owner** shall maintain his/her vehicle in a clean and sanitary condition and in good repair. The **Chief of Police** may suspend the **licence**, upon breach of this provision, and notify the **owner** to cease operating his/her vehicle under the provisions of this by-law until such time as the vehicle has been put in a clean and sanitary condition and in good repair. The **owner** shall, upon receipt of such notice, cease to operate his/her vehicle; provided, however, that an **owner** be allowed twenty-one (21) days to repair damage to the body of the vehicle as long as such damage does not render the vehicle unsafe or unsightly. In the event the **owner** is unable to repair the vehicle within the 21-day period due to unavailability of time or materials, the **owner** may apply, in writing, to the **Chief of Police** for an extension of time to repair the vehicle.
- 10.3 Where the **Chief of Police** has made an appointment for the inspection of a vehicle and if such vehicle is not produced at the time and place appointed for such inspection, the **Chief of Police** may, notwithstanding anything else contained in this by-law, suspend the vehicle **license** in respect of such **vehicle for hire** until such time as the **vehicle for hire** has been tested, inspected and approved.
- 10.4 No **taxicab**, for which the model year is more than five years old from the date of manufacture, may be **licensed** as a **vehicle for hire**.
- 10.5 Notwithstanding section 10.4, a **broker** or **owner** may make application to the **Chief of Police** to allow for the licensing of a vehicle of which the

model year exceeds the limits in section 10.4. Upon such application the **Chief of Police** shall inspect, independent of the mechanical safety inspection, the vehicle at a cost set out in Tariff "A", payable to the Police Service and cause a motor vehicle safety inspection certificate in regards to such vehicle be surrendered at the expense of the **broker** or **owner**,

- 10.6 No **owner** or **broker** shall use or permit to be used a "vehicle for hire" owned by him/her which has a colour scheme or emblem that simulates an emergency vehicle.
- 10.7 **Vehicles for hire** shall not be equipped with a radio or other device capable of monitoring calls from other companies.

Taxicabs

- 10.8 Every **taxicab** shall be equipped by the **broker** or **owner** thereof with a taximeter of a type approved by the **Chief of Police** and so located in the **taxicab** as to be clearly visible to the **passengers** at all times.
- 10.9 All taximeters shall be:
- (i) numbered,
 - (ii) attached to the vehicle in a location and manner as approved by the **Chief of Police**,
 - (iii) adjusted in accordance with the tariff provided by this by-law,
 - (iv) tested by running the **taxicab** in which it is attached over a measured track or distance before being sealed, or by such other mechanical means as approved by the **Chief of Police**,
 - (v) submitted to the **Chief of Police** whenever he deems it necessary for testing, inspection and further sealing,
 - (vi) kept in good working condition at all times with its seal intact,
 - (vii) used not longer than twelve months without re-testing and re-sealing unless permitted by the Chief of Police; and
 - (viii) clearly illuminated so as to easily be visible by **passengers** in the taxicab between dusk and dawn.
- 10.10 No **taxicab** shall be operated when the taximeter is out of order, defective in any way, or where the seal has been broken or tampered with in any manner.
- 10.11 Notwithstanding section 10.11, a **taxicab** may be operated with the meter unsealed if repairs have been made to the meter by a **person** who carries on the trade of repairing such meters, or by an **broker** or owner

who customarily repairs his/her own meters, subject to the following conditions:

- (i) the **owner** must notify the **Chief of Police** within 6 days of the meter being unsealed,
- (ii) the meter has been repaired or replaced and is working properly; and
- (iii) the **owner** has requested the **Chief of Police** to test and seal the meter.

10.12 Every **taxicab** shall be equipped with an electric sign securely fastened to the roof of the **taxicab**. The electric sign shall indicate that the vehicle is a **taxicab** and display the trade name under which it operates or the name of the **broker** or **owner** under whose **licence** the **taxicab** is being operated.

10.13 Every electric sign indicated in paragraph 10.12 shall be illuminated to indicate that it is available unless the **taxicab** has been hired. Upon hire, dependent on the design of the electric sign, either the sign shall be extinguished and the in-service light shall come on or the electric sign shall change colour.

10.14 Notwithstanding the foregoing, the electric sign and in-service lights may be removed when the **taxicab** has been hired for a wedding or a funeral, or the vehicle is being operated by an **owner** or a member of the **owner's** immediate family for personal use.

10.15 Notwithstanding section 10.12 where a vehicle is of such design that the lights cannot be securely attached to the roof, the lights may be displayed in a manner approved by the **Chief of Police**.

10.16 Every **taxicab** shall have:

- (i) the name of the **broker** or **owner** under whose **licence** the **taxicab** is being operated or the trade name under which it operates, prominently displayed on both sides and the rear of the exterior of the vehicle,
- (ii) the number of the **taxicab** prominently displayed on the dash and on the exterior of the vehicle on both sides and on the rear,
- (iii) the rate of fare posted in a prominent place clearly visible to all passengers; and
- (iv) no-smoking signs posted in a prominent place and clearly visible to all **passengers**.

Limousines

10.17 Every **limousine** shall have:

- (i) the name of the **broker** or **owner** under whose **license** the **limousine** is being operated or the trade name under which it operates, prominently displayed on the exterior of the vehicle,
- (ii) the rate of fare posted in a prominent place which is clearly visible to all **passengers**,
- (iii) no smoking signs shall be posted in a prominent place and clearly visible to all passengers.

Wheelchair Accessible Service Vehicles

10.18 Every wheelchair accessible service vehicle shall have:

- (ii) Approved wheelchair tie-downs,
- (iii) No-smoking signs posted in a prominent place and clearly visible to all passengers,
- (iv) The name of the owner or broker under whose licence the vehicle is being operated clearly displayed on the exterior of the vehicle,
- (v) The number of the vehicle clearly displayed both on the inside and exterior of the vehicle.

Hotel Shuttles

10.19 Every **Hotel Shuttle** Vehicle shall have:

- (ii) the hotel insignia clearly displayed on the vehicle:
- (iii) the fare to or from the airport clearly displayed
- (iv) no smoking signs posted in a prominent position and clearly visible to all passengers

PART VII

PENALTIES AND GENERAL

- 11.0 **Brokers** and **owners** shall conduct their businesses in full accordance with this and all municipal, provincial, and federal by-laws, rules, regulations, and codes.
- 11.1 Every **licensee** may be charged with and convicted of an offence under this by-law for which he him/herself, an employee, or agent is subject to be charged and upon conviction the **licensee** is liable to the penalty prescribed for the offence.
- 11.2 Every **person** who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a penalty in accordance with the provisions of the Provincial Offences Act, as amended.
- 11.3 By-law No. 154-2005 of the **Board** is hereby repealed.
- 11.4 The repeal of by-law 154-2005, as amended, shall not affect any offence committed against the provisions of said by-law, prior to the enactment of this by-law, or any penalty incurred in respect thereof or any investigative proceedings thereunder.
- 11.5 If any section of this by-law is found by any court of law to be defective, illegal or beyond the powers of the **Board** to enact, such section thereof shall be deemed to be separate and independent therefrom and to be enacted as such.
- 11.6 Tariffs "A", "B", "C", "D" and "E" are hereby adopted and declared to form part of this by-law.
- 11.7 This by-law takes effect on the day of its final passing.

PART VIII

TARIFFS

General

- 12.0 The **Police Services Board** will review all tariffs every 24 months.
- 12.1 The rate or fares to be charged by the **brokers, owners or drivers of taxicabs, limousines, wheelchair accessible service or hotel shuttles** shall be exactly as shown in Tariff "B", Tariff "C", Tariff "D", or Tariff "E" respectively and no greater or lesser amount shall be demanded or received.
- 12.2 No **broker, owner or driver** shall be entitled to recover or receive any fare or charge from any person that is not authorized by this by-law.
- 12.3 A **broker or owner** may request in writing to the **Chief of Police**, for an exemption to Tariff "B", "C", "D" or "E" to perform charity work within the community. The **Chief of Police** may approve such a request after all investigations have been completed. The **Chief of Police** shall, if requested, give any reason, in writing, for not granting such a request.
- 12.4 No **owner or driver** shall publish or use a tariff that is not authorized by this by-law, whether such rates and charges are determined by distance or by time.
- 12.5 The tariff or rates authorized herein shall be computed from the time the passenger(s) first enters the **vehicle for hire** until the passenger(s) discharges the vehicle for hire.

Taxicabs

- 12.6 When operating on a meter basis, the rate of the fare shall be posted and clearly visible to any passenger in the vehicle and charged exactly as shown by the taximeter authorized by Tariff "B".
- 12.7 The drop rate and meter rate shall be within the range authorized in Tariff "B", and shall be consistent for all **taxicabs** and shall be in effect for a minimum of three (3) months.
- 12.8 **Brokers or owners** who choose to change the drop rate or meter rate as authorized in Tariff "B" shall first provide two (2) weeks written notice to the **Chief of Police**.

- 10(4)
- 12.9 At the conclusion of a trip, the **driver** of a **taxicab** shall call the passenger's attention to the amount of the fare registered on the meter.

Limousines

- 12.10 The rate increase allowable authorized in Tariff "C" shall be consistent for each **limousine** and shall be in effect for a minimum of three (3) months.
- 12.11 **Brokers** or **owners** who choose to change the hourly rate authorized in Tariff "C" shall first provide two (2) weeks written notice to the **Chief of Police**.

Wheelchair Accessible Service Vehicles

- 12.12 Drivers shall advise the passenger of the fee as established by Tariff D at the commencement of the trip.
- 12.13 Wheelchair accessible service vehicles shall not be used to transport persons for a fare other than those requiring wheel chair service and their companions.

Exceptions to Tariffs

- 12.14 Tariff "B", Tariff "C", Tariff "D", or Tariff "E" shall not apply where the **vehicle for hire broker** or **owner** is operating under a valid contract between the **broker** or **owner** and a recognized school board or an organization which handles the transportation of people with disabilities.
- 12.15 Tariff "B", Tariff "C", Tariff "D", or Tariff "E" outlined in this by-law shall not apply to **vehicles** for hire operating under a valid contract with a municipal, provincial or federal government agency or a bona fide limited or incorporated company.
- 12.16 No such exemption as stated in Section 12.14 and 12.15 shall be allowed prior to copies of dually executed contracts, or other proof of contract suitable to the Chief of Police, have been filed and approved by the Chief of Police.
- 12.17 Vehicles for hire being used for the transportation of **passengers** with a destination of more than 5 kilometres outside of the city limits of Sault Ste. Marie, may agree with the **driver**, before the start of the trip to a flat rate, but the flat rate trip must be recorded on the trip sheet prior to the start of the trip.

- 10(F)
- 12.18 Nothing in this by-law prohibits the use of a licensed hotel shuttle vehicle from being used as a "**Courtesy Shuttle**" provided it complies with the definition of courtesy vehicle in Part 1 of this by-law.

Services That Are Exempt from This By-law

- 12.19 Vehicles operated by the following organizations are exempt from this bylaw.
- (i) Emergency Medical Services (Ambulance)
 - (ii) Funeral Homes when using vehicles as part of funeral proceedings
 - (iii) Retirement Homes providing transportation for their own clients in vehicles leased or owned by the organization
 - (iv) Charter services as set out in Sault Ste. Marie By-law 85-93, as amended
 - (v) School buses
 - (vi) Community Living Algoma providing transportation for their own clients in vehicles leased or owned by the organization
 - (vii) Sault Ste. Marie Transit
- 12.20 The **Board** may consider an application from another organization not listed above for an exemption from this bylaw.
- 12.21 The **Board** may exempt any organization from this by-law where after all investigations and examinations have been completed it is the opinion of the **Board; it** is not contrary to public interest to do so.

PART IX**TARIFF "A"****SCHEDULE OF LICENSE FEES**

1.	*New Owner Licence / Owner Licence Late Renewal	\$400.00
2.	*Owner Licence Renewal	\$100.00
3.	*New Broker Licence / Broker Licence Late Renewal	\$400.00
4.	*Broker Licence Renewal	\$100.00
5.	New Hotel Shuttle Owner/ Hotel Shuttle Owner Late Renewal	\$200.00
6.	Hotel Shuttle Owner Renewal	\$50.00
7.	New Vehicle Licence / Vehicle Licence Late Renewal (All owner's licenses includes first vehicle)	\$100.00
8.	Vehicle Licence Renewal	\$50.00
9.	Vehicle Licence Transfer Application (Vehicle for vehicle)	\$25.00
10.	Driver Licence Application and Examination Fee (Due prior to processing and is non-refundable)	\$15.00
11.	Driver Licence Renewal	\$25.00
12.	Driver New Licence – Late Renewal	\$40.00
13.	Inspection Fee for Taxicab Where Model Year Exceeds 5 Years	\$50.00
14.	Replacement of any lost/defaced licence	\$15.00
15.	Copy of By-Law (Every owner entitled to a copy inclusive with licence)	15.00

* Rates 1-4 apply to All Vehicles for Hire except Hotel Shuttles

TARIFF "B"

RATES AND FARES FOR TAXICABS

For conveyance of goods or **passengers** by **taxicabs** within the City of Sault Ste. Marie or to any point not more than 5 kilometres beyond its limits.

BY METER – TAXICABS

For the first one-tenth of a kilometre or part thereof..... Minimum \$3.90
A range of each additional one-fifteenth to one-twenty-fifth kilometre... \$0.10

For waiting time, while under engagement, for each 15 seconds including time that the vehicle is stopped in traffic, but not to include a three minute grace period while waiting on a call at a private residence\$0.125

There will be no charge for hand luggage or for other parcels that are carried inside the vehicle with the passenger.

Such rates and fares under this part shall include applicable taxes at the current rate.

Notice Regarding Included Taxes

The **broker/owner** and **driver** shall ensure that all vehicles **licensed** under this by-law and subject to rates and fares under Tariff "B", display a notice informing the passenger that the tariff includes ALL applicable taxes.

TARIFF "C"

RATES AND FARES FOR LIMOUSINES

For conveyance of goods or **passengers** by **limousine** within the City of Sault Ste. Marie or to any point not more than 5 kilometres beyond its limits.

LIMOUSINE:

Limousine drivers or operators shall charge an hourly minimum of \$90.00 at a minimum of one half hour service.

FLAT RATES:

Flat rates may be charged for trips to a destination more than 5 kilometres beyond the city limits of Sault Ste. Marie, Ontario.

NOTICE REGARDING INCLUDED TAXES:

ALL rates and fares under Tariff "C" are to include all applicable taxes at the current rate.

The **broker/owner** and **driver** shall ensure that all vehicles **licensed** under this by-law and subject to rates and fares under Tariff "C", display a notice informing the passenger that the tariff includes ALL applicable taxes.

TARIFF "D"**RATES AND FARES FOR WHEELCHAIR ACCESSIBLE SERVICES**

The following fares shall apply only when transporting individuals who require accessible transportation. The set fares are based on a 1:20000 scale map of the City published by the Corporation of the City of Sault Ste Marie. Measures are of straight line distances between the pick-up area and destination and are inclusive of all applicable taxes.

BASIC WHEELCHAIR ACCESSIBLE SERVICE

9 CM OR LESS	\$15.00
GREATER THAN 9 CM AND UP TO AND INCLUDING 18 CM	\$19.00
GREATER THAN 18 CM AND UP TO AND INCLUDING 27 CM	\$23.00
GREATER THAN 27 CM AND UP TO AND INCLUDING 36 CM	\$27.00
GREATER THAN 36 CM AND WITHIN MUNICIPAL BOUNDARIES	\$33.50
TO/FROM SAULT STE MARIE AIRPORT & WITHIN MUNICIPAL LIMITS	\$48.00

ENHANCED WHEELCHAIR ACCESSIBLE SERVICE

9 CM OR LESS	\$27.50
GREATER THAN 10CM AND UP TO AND INCLUDING 20 CM	\$31.50
GREATER THAN 20 CM AND UP TO AND INCLUDING 30 CM	\$35.50
GREATER THAN 30 CM AND UP TO AND INCLUDING 40 CM	\$39.50
GREATER THAN 40 CM AND WITHIN MUNICIPAL BOUNDARIES	\$46.00
TO/FROM SAULT STE MARIE AIRPORT AND WITHIN MUNICIPAL LIMITS	\$62.00

The **broker/owner** and **driver** shall ensure that all vehicles **licensed** under this by-law and subject to rates and fares under Tariff "C", display a notice informing the passenger that the tariff includes ALL applicable taxes.

TARIFF "E"

HOTEL SHUTTLE SERVICE

HOTEL SHUTTLE SERVICE IS ALLOWED TO TRANSPORT HOTEL GUESTS TO AND FROM THE HOTEL TO AND FROM THE SAULT STE MARIE AIRPORT.

The fee charged FOR THE ABOVE SERVICE may be determined by the owner of the hotel shuttle service.

The **owner** and **driver** shall ensure that all vehicles **licensed** under this by-law and subject to rates and fares under Tariff "E", display a notice informing the passenger that the tariff includes ALL applicable taxes.

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2010-144

LANE CLOSING: a by-law to stop up, close and authorize the conveyance of a lane in the Wilding Park Subdivision, Plan 6541 (P.2010-3)

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2010-143;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, **ENACTS** as follows:

1. **LANE CLOSED**

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **LANE DECLARED SURPLUS**

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. **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 give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The laneway is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

5. **SCHEDULE "A"**

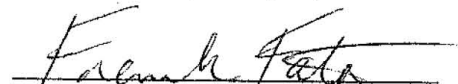
Schedule "A" forms a part of this by-law.

6. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time this 23rd day of August, 2010.

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


ACTING MAYOR - FRANK FATA


CITY CLERK - MALCOLM WHITE

10(g)

READ a THIRD time and finally **PASSED** in open Council this 12th day of September, 2011, after notice thereof had been published once a week for two consecutive weeks and after the Council had met to hear every person who had applied to be heard.

MAYOR – DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

10(g)

SCHEDULE "A"
TO BY-LAW 2010-143 AND BY-LAW 2010-144

The first lane lying north of Wallace Terrace and west of Wilding Avenue,
Wilding Park Subdivision, Plan 6541.

