

REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, May 12, 2014

4:30 p.m.

Council Chambers

Pages

1. ADOPTION OF MINUTES

14 - 28

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the Minutes of the Regular Council Meeting of 2014 04 28 be approved.

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

3. DECLARATION OF PECUNIARY INTEREST

4. APPROVE AGENDA AS PRESENTED

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the Agenda for 2014 05 12 City Council Meeting as presented be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 Relay for Life

Rodney Buzdygan, Manager, Canadian Cancer Society Algoma and District Unit

5.2 Sault Ste. Marie Public Library

Chris Rous, Chair, to introduce Cindy Weir, new CEO Sault Ste. Marie Public Library

5.3 Catherine Meincke Award

To be awarded to PUC Inc. by the Accessibility Advisory Committee

5.4 Departmental Best Practices

City Clerk's Department – Electronic agenda

Public Works and Transportation Department – Landfill Pilot Project – Not for Profit Organizations Rebate

5.5 Tourism Sault Ste. Marie

Ian McMillan – activities update

5.6 Smart Energy Strategy Update

Jason Naccarato, Sault Ste. Marie Innovation Centre

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

Mover: Councillor B. Bruni

Seconder: Councillor T. Sheehan

Resolved that all the items listed under date 2014 05 12 – Part One – Consent Agenda be approved as recommended.

6.1 Correspondence for the Consideration of Council

a. Algoma Public Health 29 - 33

Request to amend smoke-free by-law to include restricting the use of waterpipes for the smoking of tobacco or other weeds or substances in public places and workplaces.

b. Ministry of Transportation 34 - 83

Origin/Destination Study to determine travel patterns for vehicles entering and exiting Sault Ste. Marie

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that correspondence from the Regional Director, Ministry of Transportation dated April 28, 2014 concerning origin/destination study determining travel patterns for vehicles entering and exiting Sault Ste. Marie be received as information; further that the report be referred to the Engineering and Planning Department for review and comment.

c. *Northern Ontario Multimodal Transportation Strategy* 84 - 87

Correspondence from the Minister of Infrastructure and of Transportation and the Mayor's correspondence to the Minister of dated December 12, 2013

d.	<i>Juno Beach Centre</i>	88 - 101
	Canada's D-Day Tribute Campaign – 70th Anniversary	
6.2	Liquor Licence Extension Requests	102 - 104
	Correspondence requesting permission for private property liquor licence extension is attached for the consideration of Council.	
	Mover: Councillor M. Bruni Second: Councillor T. Sheehan	
	Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written requests for liquor licence extension on private property for an outdoor event on the following dates and times:	
	• Great Northern Retirement Home – 760 Great Northern Rd. – June 20, 2014 from 3:00 p.m. to 7:00 p.m. • Portuguese Canadian Association – 5 Cornwall St. – July 12, 2014 from 12:00 p.m. to 8:00 p.m. • G. Marconi Society - 450 Albert St. W. – July 13, 2014 from 12:00 p.m. to 1:00 a.m.	
6.3	Staff Travel	105 - 105
	A report of the Chief Administrative Officer is attached for the consideration of Council.	
	Mover: Councillor M. Bruni Second: Councillor T. Sheehan	
	Resolved that the report of the Chief Administrative Officer dated 2014 05 12 concerning Staff Travel be approved as requested.	
6.4	Tender for Ready-Mix Concrete	106 - 108
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover: Councillor F. Fata Second: Councillor S. Myers	
	Resolved that the report of the Manager of Purchasing dated 2014 05 12 be received and that the tender for the supply of Ready-Mix Concrete be awarded to Caswell Concrete Products for the 2014 construction season.	
6.5	Tender for Asphalt	109 - 111
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover: Councillor M. Bruni Second: Councillor S. Myers	

Resolved that the report of the Manager of Purchasing dated 2014 05 12 be received and that the tender for the supply of asphalt be awarded to Palmer Construction for the 2014 construction season.

6.6 RFP for Security Services - Seasonal

112 - 113

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

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the report of the Manager of Purchasing dated 2014 05 12 be received and that the proposal submitted by NORPRO Company to provide Seasonal Security Services, as required by various City Departments, be approved. (The contract will commence May 16, 2014 and continue for a period of two (2) years allowing for further one (1) year extensions by mutual agreement.)

6.7 Cultural Financial Assistance Grants

114 - 116

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

Mover: F. Fata

Seconder: S. Myers

Resolved that the report of the Manager of Recreation and Culture concerning 2014 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board regarding recipients of the 2014 Cultural Financial Assistance Grants be approved.

6.8 Youth Friendly Community Recognition Program – 2014

117 - 121

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

Mover: Councillor T. Sheehan

Seconder: Councillor S. Myers

Resolved that the report of the Commissioner of Community Services dated 2014 05 12 concerning Youth Friendly Community be received and that a Mayor's Youth Advisory Council be implemented with a Mayor's Youth Summit to be held on June 10, 2014; further that the \$27,500 previously allotted to the Sault Youth Association not be allocated until the Mayor's Youth Advisory Council reports to Council on its endeavours.

6.9 Grand Slam of Curling – 2014 National

122 - 135

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

The relevant By-law 2014-99 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.10 Purchase of GPS Survey Equipment

136 - 137

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

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the report of the Director of Engineering dated 2014 05 12 concerning the purchase one GPS Smart Antenna, controller and appurtenances from Total Precision Surveying for the price of \$19,600 with funds coming from the Engineering Vehicle and Equipment reserve, be approved.

6.11 Reconstruction of St. Andrew's Terrace – North Street to John Street - Contract 2014-1E 138 - 139

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

The relevant By-laws 2014-78, authorizing execution of contract, and 2014-109 authorizing the road closure of St. Andrew's Terrace (North Street to John Street) from May 13, 2014 until October 31, 2014, are listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.12 Reconstruction of Forest Avenue – The Crescent to Simpson Street – Contract 2014-2E 140 - 145

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

The relevant By-laws 2014-102, authorizing execution of contract, and 2014-103 authorizing the road closure of Forest Avenue (The Crescent to Simpson Street) and Simpson Street (Forest Avenue to Wellington Street East) from May 13, 2014 until October 31, 2014, appear under Agenda item 11 and will be read with all other by-laws under that item.

6.13 Reconstruction of London Street – North Street to Tancred Street – Contract 2014-3E 146 - 149

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

The relevant By-laws 2014-110, authorizing execution of contract, and 2014-111, authorizing the road closure of London Street (North Street to Tancred Street) from May 13, 2014 until October 31, 2014, are listed under Agenda item 11 and will be read with all other by-laws under that item.

6.14 Surrender of Lease Agreement and Offer to Purchase Agreement (294 Willow Avenue) 150 - 152

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

The relevant By-laws 2014-94, authorizing execution of the Surrender of Lease Agreement, and 2014-95, authorizing the Offer to Purchase Agreement, are listed under Agenda item 11 and will be read with all other by-laws under that item.

6.15 Property Declared Surplus Greenwood Avenue 153 - 158

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

The relevant By-law 2014-96 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.16 Sale of City Owned Property (Vivian Avenue); Parts 1 and 2 1R12405 159 - 161

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

The relevant By-law 2014-107 is listed under item 11 on the Agenda and will be read with all other by-laws under that item.

6.17 Bellevue Park Locomotive 162 - 163

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

The relevant By-law 2014-104 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.18 Landfill Pilot Project – Not for Profit Organizations Rebate 164 - 172

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 05 12 concerning Landfill Pilot Project – Not for Profit Organizations Rebate be received and that continuation of the landfill tipping fee rebate program be approved; further that the Landfill Reserve be used to offset the rebate to be provided.

6.19 Public Works New Equipment Needs 2014 173 - 182

A report of the Manager, Equipment /Building Maintenance is attached for the consideration of Council.

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the report of Manager of Equipment/Building Maintenance dated 2014 05 12 concerning Public Works New Equipment Needs 2014 be received and the recommendation to proceed with preparing specifications and tendering the equipment in accordance with the City's procurement policies and

procedures be approved.

6.20 Policy Change for Para Bus Reservations 183 - 185

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

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Manager of Transit and Parking dated 2014 05 12 concerning policy change for para bus reservations be received as information.

6.21 Advocacy Bus Pass Program Two Year Pilot Project 186 - 187

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Manager of Transit and Parking dated 2014 05 12 concerning Advocacy Bus Program Two Year Pilot Project be received as information.

6.22 *Verdict of Coroner's Jury (Unofficial)* 188 - 189

The unofficial verdict of the Coroner's Jury serving on the inquest into the death of James Robert Vecchio is attached.

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the unofficial Verdict of Coroner's Jury serving on the inquest into the death of James Robert Vecchio be received as information and that appropriate staff be requested to review and report back to Council.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

a. Municipal Day Care Services 190 - 210

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the reports of the Chief Administrative Officer, the Commissioner of Community Services, Commissioner of Finance and Commissioner of Human

Resources all dated 2014 05 12 concerning Municipal Day Care Services be received and that Council authorize staff to take the initial steps to effect the transfer of the 100 municipal daycare spaces to other licensed daycare providers via the SSMDSSAB, and furthermore, to initiate the appropriate legal wind-down of municipal day care.

a. Postponement

Mover: Councillor S. Butland
Seconder: Councillor S. Myers

Resolved that this matter be postponed to June 23, 2014 in order to allow for community consultation; and

Further that the following information be provided:

1. confirmation from the Sault Ste. Marie DSSAB that the 100 daycare spots can be absorbed by existing licenced daycares in the City
2. what increase in "full fee" is required to make continued municipal daycare operations viable

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

a. A-5-14-Z.OP – Graham Simmons and Laura Newman – 19 Summit Avenue

Mover: Councillor M. Bruni
Seconder: Councillor R. Niro

Resolved that the rules of Procedure By-law 2013-100 with respect to notice of motion to reconsider be waived and that the motion to reconsider Council's decision of April 28, 2014 regarding Application A-15-Z.OP – 19 Summit Avenue – be voted upon immediately.

Resolved that Council reconsider its decision of April 28, 2014 with respect to Application A-5-14-Z.OP – Graham Simmons and Laura Newman – 19 Summit Avenue and that the appropriate notices under the *Planning Act* be served immediately.

b. Planning Application A-9-14-Z – Chris Frees and Candy Johnson – 365 Maki Road 211 - 220

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

Mover: Councillor F. Fata

Seconded: Councillor S. Myers

Resolved that the report of the Planner dated 2014 05 12 be received as information and that Council rezones the portion of the subject property that is zoned "REX" (Rural Aggregate Extraction Zone) to "RA" (Rural Area Zone).

a. Additional Correspondence

221 - 222

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 Sault Star/Sun Media

Mover: Councillor T. Sheehan

Seconded: Councillor J. Krmpotich

Whereas local media plays a vital role in communities across Canada; and

Whereas this is especially true in communities that share a border with the USA; and

Whereas the Sault Star plans to shut down its presses at the end of May and shift production to other parts of the province (i.e. paper pressed in North Bay, with flyers inserted in London, Ontario); and

Whereas this move will result in significant job losses in the City of Sault Ste. Marie; and

Whereas this will also negatively affect the communication of timely local news;

Now Therefore Be it Resolved that City Council request that Sun Media reconsider its plan to cut jobs in Sault Ste. Marie and consider the impact of their decisions on local news services.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Mover: Councillor M. Bruni

Seconded: Councillor S. Myers

Resolved that all by-laws under item 11 of the Agenda under date 2014 05 12 be approved.

**11.1 By-laws before Council TO BE PASSED which do not require more than a
simple majority**

- a. **By-law 2014-78 (Agreement) Palmer Construction Group Inc.** 223 - 226

A report from the Design and Construction Engineer is on the Agenda.

Resolved that By-law 2014-78 being a by-law to authorize execution of a contract between the City and Palmer Construction Group Inc. for the reconstruction of St. Andrew's Terrace from North Street to John Street (Contract 2014-1E) be passed in open Council this 12th day of May, 2014.

- b. **By-law 2014-89 (Zoning) 69 Elmwood Avenue – Schell, Boniferro** 227 - 229

Resolved that By-law 2014-89 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 69 Elmwood Avenue and rear of 69 Elmwood Avenue (Schell, Boniferro) be passed in open Council this 12th day of May, 2014.

- c. **By-law 2014-94 (Agreement) Surrender of Lease APH** 230 - 237

A report from the Assistant City Solicitor is on the Agenda.

Resolved that By-law 2014-94 being a by-law to authorize execution of a Surrender of Lease Agreement between the City and The Board of Health for The District of Algoma Health Unit Operating as Algoma Public Health and The Sault College of Applied Arts and Technology dated May 12, 2014 be passed in open Council this 12th day of May, 2014.

- d. **By-law 2014-95 (Agreement) Offer to Purchase re APH** 238 - 243

A report by Assistant City Solicitor is on the Agenda.

Resolved that By-law 2014-95 being a by-law to authorize execution of an Offer to Purchase between Algoma Public Health and The Corporation of the City of Sault Ste. Marie dated May 12, 2014 for the property at 294 Willow Avenue be passed in open Council this 12th day of May, 2014.

- e. **By-law 2014-96 (Property) Greenwood Avenue** 244 - 245

A report from the Assistant City Solicitor is on the Agenda.

Resolved that By-law 2014-96 being a by-law to declare the City owned property legally described as PIN 31511-0177 (LT) Greenwood Av PL H465 Tarentorus; Sault Ste. Marie and PIN 31511-0186 1 FT Reserve E Limit of Greenwood Av PL H465 Tarentorus; Sault Ste. Marie in the Cedar Heights Subdivision as surplus to the City's needs and to authorize the disposition of the said property to abutting owner, Tony Cavaliere and further, to authorize the disposition of the "daylighting triangle" to Mr. and Mrs. Pidgen be passed in open Council this 12th day of May, 2014.

- f. **By-law 2014-97 (Official Plan Amendment) 770 Great Northern Road – Lukenda Holdings Inc.** 246 - 248

Resolved that By-law 2014-97 being a by-law to adopt Amendment No. 202 to the Official Plan for the City of Sault Ste. Marie (Lukenda Holdings Inc. – 770

Great Northern Road) be passed in open Council this 12th day of May, 2014.

- g. By-law 2014-98 (Zoning) 770 Great Northern Road – Lukenda Holdings Inc. 249 - 251**

Resolved that By-law 2014-98 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 770 Great Northern Road (Lukenda Holdings Inc.) be passed in open Council this 12th day of May, 2014.

- h. By-law 2014-99 (Agreement) Rogers Sportsnet Inc. 252 - 267**

A report from the Commissioner Community Services is on the Agenda.

Resolved that By-law 2014-99 being a by-law to authorize execution of an agreement between the City and Rogers Sportsnet Inc. for the use of the Essar Centre for the 2014 National Grand Slam of Curling Series during the time period of November 15, 2014 to November 23, 2014 be passed in open Council this 12th day of May, 2014.

- i. By-law 2014-102 (Agreement) R.M. Belanger Limited 268 - 270**

A report from the Design and Construction Engineer is on the Agenda.

Resolved that By-law 2014-102 being a by-law to authorize execution of a contract between the City and R. M. Belanger Limited for the reconstruction of Forest Avenue from The Crescent to Simpson Street and a small section of Simpson Street from Forest Avenue to Wellington Street East. (Contract 2014-2E) be passed in open Council this 12th day of May, 2014.

- j. By-law 2014-103 (Temporary Street Closing) Part Forest Avenue and Part Simpson Street 271 - 271**

Resolved that By-law 2014-103 being a by-law to permit the temporary closing of Forest Avenue from The Crescent to Simpson Street and a small section of Simpson Street from Forest Avenue to Wellington Street East from May 13, 2014 until October 31, 2014 be passed in open Council this 12th day of May, 2014.

- k. By-law 2014-104 (Historic Sites) Repeal 2011-38 272 - 272**

A report from the City Solicitor is on the Agenda.

Resolved that By-law 2014-104 being a by-law to repeal By-law 2011-38 (a by-law to designate the Locomotive in Bellevue Park as being of architectural or historic value or interest) be passed in open Council this 12th day of May, 2014.

- l. By-law 2014-105 (Taxes) Amendment to By-law 2014-105 Adoption of Property Tax Rates for 2014 273 - 274**

Resolved that By-law 2014-105 being a by-law to amend By-law 2014-87 (a by-law to provide for the adoption of property tax rates for 2014) be passed in open Council this 12th day of May, 2014.

- m. By-law 2014-107 (Property Sale) Pt Vivian Ave. – Gervasi** 275 - 276
- A report from the Assistant City Solicitor is on the Agenda.
- Resolved that By-law 2014-107 being a by-law to authorize the sale of surplus property described as all of Vivian Av PL M391, being Part 1, PL 1R12405 (PIN 31593-0050) and BLK 29, PL M391, being Part 2 PL 1R12405 (PIN 31593-0042) to Carlo Gervasi, in Trust for a Company to be Incorporated be passed in open Council this 12th day of May, 2014.
- n. By-law 2014-108 (Exemption Certificate) 969 Queen Street East** 277 - 281
- A report from the Planning Director is on the Agenda.
- Resolved that By-law 2014-108 being a by-law pursuant to Section 9(10) of the Condominium Act, 1998, S.O. 1998, c.19 exempting a portion of lands having civic address 969 Queen Street East, Sault Ste. Marie, Ontario, former Plummer Hospital Building and consisting solely of the five-story building on the aforesaid lands from Sections 51 and 51.1 of the *Planning Act, R.S.O. 1990*, c.P.13 and pursuant to Section 9(7) of the *Condominium Act* authorizing the Mayor and City Clerk to execute an Exemption Certificate be passed in open Council this 12th day of May, 2014.
- o. By-law 2014-109 (Temporary Street Closing) St. Andrew's Terrace** 282 - 282
- Resolved that By-law 2014-109 being a by-law to permit the temporary closing of St. Andrew's Terrace (North Street to John Street) from May 13, 2014 until October 31, 2014 be passed in open Council this 12th day of May, 2014.
- p. By-law 2014-110 (Agreement) Engineering Palmer Construction Group Inc.** 283 - 286
- A report from the Design and Construction Engineer is on the Agenda.
- Resolved that By-law 2014-110 being a by-law to authorize execution of a contract between the City and Palmer Construction Group Inc. for the reconstruction of London Street from North Street to Tancred Street (Contract 2014-3E) be passed in open Council this 12th day of May, 2014.
- q. By-law 2014-111 (Temporary Street Closing) London Street** 287 - 287
- Resolved that By-law 2014-111 being a by-law to permit the temporary closing of London Street (North Street to Tancred Street) from May 13, 2014 until October 31, 2014 be passed in open Council this 12th day of May, 2014.
- r. By-law 2014-100 (Agreement) Mill Market Inc. Canal Drive** 288 - 292
- A report from the Assistant City Solicitor is on the agenda.
- Resolved that By-law 2014-100 being a by-law to authorize execution of a Lease Amending Agreement between the City and Mill Market Inc. to permit the temporary operation of the Canal District Community Garden on City property, specifically the Municipal Fish Hatchery Property located at 35 Canal Drive be

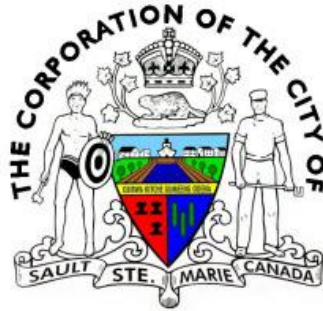
passed in open Council this 12th day of May, 2014

- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority
- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority
- 12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA
- 13. CLOSED SESSION
- 14. ADJOURNMENT

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, April 28, 2014

4:30 p.m.

Council Chambers

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

Absent: Councillor R. Niro, Councillor F. Manzo

Officials: N. Apostle, F. Coccimiglio, J. Dolcetti, D. Elliott, J. Fratesi, B. Freiburger, L. Girardi, N. Kenny, D. McConnell, R. Tyczinski

1. ADOPTION OF MINUTES

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the Minutes of the Regular Council Meeting of 2014 04 07 and Budget Meeting of 2014 04 14 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1. Councillor M. Bruni – Ontario Lottery and Gaming

Employed by OLG

3.2. Councillor T. Sheehan – A-5-14-Z.OP – Graham Simmons and Laura Newman – 19 Summit Avenue

Client of one of the applicants.

3.3. Councillor P. Christian – Ontario Lottery and Gaming

Spouse employed by OLG

3.4. Councillor L. Turco – Winter Parking Prohibition

Spouse employed by Police Service

3.5. Councillor L. Turco – Street Closing – Neighbourhood Resource Centre

Spouse employed by Police Service

3.6. Councillor L. Turco – By-law 2014-66 (Agreement) Prince Police Services

Spouse employed by Police Service

3.7. Councillor L. Turco – By-law 2014-81 (Temporary Street Closing) Gore Street

Spouse employed by Police Service

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the Agenda for 2014 04 28 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1. Day of Mourning

Joe Krmpotich – representing the Sault Ste. Marie and District Labour Council was in attendance.

5.2. Emergency Preparedness Week

Lauren Perry – Emergency Management Co-ordinator for Sault Ste. Marie was in attendance.

5.3. Hearing and Speech Month and Hearing Awareness Month

Margaret Nicholson – Member of the Royal Purple of Canada was in attendance.

5.4. Community Living Awareness Month

Jason Pratt, Chair; Lisa Chlebus, Co-chair; and Chris Dunn, Manager – Community Living Algoma were in attendance.

5.5. Salvation Army Red Shield Month

Major John Kirschman and Mildred Brodie, Family Service Worker – Salvation Army were in attendance.

5.6. National Youth Arts Week

Lisa Vezeau-Allen, Executive Director, Arts Council of Sault Ste. Marie and District, was in attendance.

5.7. National Day of Honour

Sherry Frechette was in attendance on behalf of Bryan Hayes, MP

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

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that all the items listed under date 2014 04 28 – Part One – Consent Agenda be approved as recommended.

Carried

6.1. Correspondence

a. AMO

Transit and Transportation Infrastructure Funding;
Task Force on Police Modernization

b. OGRA

Transit and Transportation Infrastructure Funding

c. CAO and Prince Township

Policing Contract and By-law 2014-66

d. Ontario Lottery and Gaming

Councillor P. Christian declared a conflict on this item. (Employed by OLG)

Councillor P. Christian declared a conflict on this item. (Spouse employed by OLG)
Quarterly payment from January 1, 2014 to March 31, 2014

e. ARCH

Thank you – staff fundraiser – March for ARCH

f. Central Algoma Joint Disaster Relief Committee

Donation request

g. City of Peterborough

Requesting endorsement of Resolution requesting amendments to *Police Services Act*

h. Town of Petrolia

Requesting endorsement of Resolution requesting affordable hydro and natural gas

i. Canada Post

Response to resolution questions of 2014 02 03

j. Minister of Energy

Correspondence to Mayor Amaroso concerning recent energy initiatives

6.2. Street Closing – Neighbourhood Resource Centre

Councillor L. Turco declared a conflict on this item. (Spouse employed by Police Service)

A letter of request for a temporary street closing in conjunction with the formal opening of the "Neighbourhood Resource Centre" was received by Council.

The relevant By-law 2014-81 is listed under item 11 of the Minutes.

6.3. Staff Travel

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

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Chief Administrative Officer dated 2014 04 28 concerning Staff Travel be approved as requested.

Carried

6.4. Tender for Intersection and Line Painting

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Manager of Purchasing dated 2014 04 28 be received and that the tender for the supply of materials, equipment, and forces for pre-marking, intersection and rural line painting be awarded to R & N Maintenance (2228977 Ontario Inc.) at the total tendered price of \$171,260.20 plus H.S.T. for the 2014 construction season be approved.

Carried

6.5. 2011-2014 Strategic Plan – Progress Report

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2014 04 28 concerning 2011-2014 Corporate Strategic Plan – Progress Report be received as information.

Carried

6.6. Ermatinger-Clergue National Historic Site – Firearms By-law Exemption

The report of the Curator, Ermatinger-Clergue National Historic Site was received by Council. The relevant By-law 2014-75 is listed under item 11 of the Minutes.

6.7. Seniors Centres Agreements

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

The relevant By-laws 2014-77 and 2014-82 are listed under item 11 of the Minutes.

6.8. West End Wastewater Treatment Plant Upgrading Study Update

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Land Development and Environmental Engineer dated 2014 04 28 concerning the West End Wastewater Treatment Plant Upgrade Study be received as information.

Carried

6.9. Korah Road Truck Route Class Review

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Director of Engineering dated 2014 04 28 concerning Korah Road Truck Route Class Review be received and that Korah Road be downgraded from a Class A truck route to a Class B truck route between Wallace Terrace and Second Line, and staff proceed with the public notice required under the environmental assessment process.

Carried

6.10. Biennial Bridge Structural Inspections – Consulting Engineering Agreement

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Director of Engineering Services dated 2014 04 28 concerning 2014 Biennial Bridge Inspections be received as information and that the City retain Tulloch Engineering to complete the 2014 biennial bridge inspections for the estimated fee of \$48,300 excluding tax.

Carried

6.11. Contract 2014-7E Town Line and Base Line Bridge Replacements

The report of the Design and Construction Engineer was received by Council.

The relevant By-laws 2014-90 and 2014-91 are listed under item 11 of the Minutes.

6.12. Queen Street Improvements

The report of the Design and Construction Engineer was received by Council.

The relevant By-laws 2014-92 and 2014-93 are listed under item 11 of the Minutes.

6.13. Elementa Lease Extension

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of Land Development and Environmental Engineer concerning the Elementa Lease Extension be received, and the request for a Lease extension for the period of May 1, 2014 to May 30, 2014 be approved, subject to the conditions stated in the report.

Carried

6.14. Resurfacing of City Streets – 2014

The report of the Engineering Director was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Director of Engineering Services dated 2014 04 28 concerning the 2014 resurfacing of city streets be accepted as information and that Council approve the 2014 \$3.87M program with funds to come from the miscellaneous construction allowances for resurfacing and surface treatment, the 2014 capital resurfacing allowance, and surpluses from the previous capital and urban-only levies.

Carried

6.15. Building By-laws (Housekeeping)

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

The relevant By-law 2014-74 is listed under item 11 of the Minutes.

6.16. Delegated Authority to the Planning Director (Housekeeping)

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

The relevant By-law 2014-72 is listed under item 11 of the Minutes.

6.17. RFP for Professional Collection Services – Provincial Offences

The report of the Court Liaison Supervisor was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Court Liaison Supervisor dated April 28, 2014 regarding RFP for Professional Collection Services – POA (2012LP01P) be accepted and that Council authorize the renewal of the Collection Services Agreement for *Provincial Offences Act* Fines between The Corporation of the City of Sault Ste. Marie and IQOR Canada Ltd. for a further period of one (1) year commencing May 1, 2014 and ending April 30, 2015.

Carried

6.18. Deeming By-law Request For Lots 245-250 Plan 58 Awenge; Hamilton Subdivision

The report of the City Solicitor was received by Council.

The relevant By-law 2014-79 is listed under item 11 of the Minutes.

6.19. Winter Parking Prohibition

Councillor L. Turco declared a conflict on this item. (Spouse employed by Police Service)

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

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 04 28 concerning extending Winter Parking Prohibition be accepted and that Council direct the Legal Department to bring forward the appropriate by-law amendments at a later date.

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1. ADMINISTRATION

7.2. COMMUNITY SERVICES DEPARTMENT

7.3. ENGINEERING

7.4. FIRE

7.5. LEGAL

7.6. PLANNING

a. Condo-1-14 – TVM Sault Inc. – 969 Queen Street East (former Plummer Hospital Site)

The report of the Planning Department was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Planning Director dated 2014 04 28 be received and that the Legal Department be requested to bring the appropriate by-law forward for passage at a subsequent Council meeting.

Carried

b. A-5-14-Z.OP – Graham Simmons and Laura Newman – 19 Summit Avenue

Councillor T. Sheehan declared a conflict on this item. (Client of one of the applicants.)

The report of the Planning Department was received by Council.

Resolved that Council accepts the report of the Planner dated 2014 04 28 concerning A-5-14-Z.OP – Graham Simmons and Laura Newman – 19 Summit Avenue as information and approves Official Plan Amendment 201 by way of a notwithstanding clause to Policy F.1, to permit development upon the subject property even though the average slope exceeds 25%; further that Council rezone the southern +/-35m subject property from Estate Residential Zone (R1) to Single Detached Residential Zone (R2); finally, that Council designates the southern +/-35m as subject to site plan control.

Defeated

a. Additional correspondence

c. A-6-14-Z.OP – Lukenda Holdings Inc. – 770 Great Northern Road

The report of the Planning Department was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that Council accept the report of the Planner dated 2014 04 28 and approve Official Plan Amendment 202 which re-designates the subject property from Institutional to Commercial on Land Use Schedule C of the Official Plan; further, that Council approve an Official Plan Amendment by way of a notwithstanding clause to Commercial Policy 4 to permit major office space (medical clinic) to be developed upon the subject property; finally, that Council approve a rezoning from Institutional Zone (I) to General Commercial Zone with a Special Exception (C4.S) to permit a Medical Clinic on the subject property, in addition to the uses permitted in the General Commercial Zone, subject to the following special condition:

- That any office space that is not part of the medical clinic be limited to the size permitted within the General Commercial Zone (C4), as amended.

Carried

d. A-7-14-Z.OP – Grammi Developments and 1644291 Ont. Ltd. – 551 Korah Rd. 0 Prentice Ave. and 400 Second Line W.

The report of the Planning Department was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Planner dated 2014 04 28 be accepted and that Council postpone Application No. A-7-14-Z.OP to a date to be determined.

a. Additional correspondence

e. A-21-11-Z.OP – JBG Holdings and Investments Inc. – 11 Millwood Dr.

The report of the Planning Department was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Planner dated 2014 04 28 concerning A-21-11-Z.OP – JBG Holdings and Investments Inc. – 11 Millwood Dr. be accepted as information.

Carried

f. Application A-2-14-Z – Schell & Boniferro – 69 Elmwood Ave.

The report of the Planning Department was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor B. Watkins

Resolved that the report of the Planner dated 2014 04 28 be accepted and that Council rezone the subject properties Blocks A and B from Single Detached Residential Zone (R.2) to Low Density Residential Zone with a Special Exception (R3.S) outlining the following provisions:

1. That the required lot frontage of Block A be reduced from 18m to 13m.
2. That the required lot frontage of Block B be reduced from 20m to 6.5m.
3. That the south interior side yard setback on Block B be reduced from 3m to 2m.
4. That a maximum of six (6) dwelling units be permitted on the subject properties (Blocks A & B).

Carried

7.7. PUBLIC WORKS AND TRANSPORTATION

7.8. BOARDS AND COMMITTEES

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

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that all by-laws under item 11 of the Agenda under date 2014 04 28 be approved.

Carried.

11.1. By-laws before Council TO BE PASSED which do not require more than a simple majority

a. By-law 2014-66 (Agreement) Prince Police Services

Councillor L. Turco declared a conflict on this item. (Spouse employed by Police Service)

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-66 being a by-law to authorize the execution of an agreement between the City and The Corporation of the Township of Prince for the provision of police protection services be passed in open Council this 28th day of April, 2014.

Carried

b. By-law 2014-72 (Delegation) Planning Director

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-72 being a by-law to repeal By-law 2004-195 be passed in open Council this 28th day of April, 2014.

Carried

c. By-law 2014-74 (Building By-law)

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-74 being a by-law to repeal various by-laws that amended Building By-law 76-185 of the City of Sault Ste. Marie be passed in open Council this 28th day of April, 2014.

Carried

d. By-law 2014-75 (Regulation) Firearms Exemption

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-75 being a by-law to exempt Ermatinger-Clergue National Historic Site (ECNHS) from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality be passed in open Council this 28th day of April, 2014.

Carried

e. By-law 2014-76 (Parking) Municipal Law Enforcement Officers

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-76 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 28th day of April, 2014.

Carried

f. By-law 2014-77 (Agreement) Senior Citizens Drop-In Centre

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-77 being a by-law to authorize the execution of an agreement between the City and the Ontario Seniors Secretariat for ongoing funding for the Senior Citizens Drop-In Centre (619 Bay Street) effective April 1, 2014 until terminated be passed in open Council this 28th day of April, 2014.

Carried

g. By-law 2014-79 (Subdivision Control) Hamilton Subdivision

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-79 being a by-law to deem not registered for purposes of subdivision control certain lots in the Hamilton Subdivision, pursuant to section 50(4) of the *Planning Act*.

Carried

h. By-law 2014-81 (Temporary Street Closing) Gore Street

Councillor L. Turco declared a conflict on this item. (Spouse employed by Police Service)

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-81 being a by-law to permit the temporary closing of Gore Street from Queen Street to Albert Street to facilitate proclamation of Police Week coinciding with the formal opening of the Neighbourhood Resource Centre be passed in open Council this 28th day of April, 2014.

Carried

i. By-law 2014-82 (Agreement) Steelton Senior Citizens' Centre

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-82 being a by-law to authorize the execution of an agreement between the City and the Ontario Seniors Secretariat for ongoing funding for the Steelton Senior Citizens Centre (235 Wellington Street West) effective April 1, 2014 until terminated be passed in open Council this 28th day of April, 2014.

Carried

j. By-law 2014-84 (Tax) Optional Tools

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-84 being a by-law to adopt optional tools for the purposes of administering limits for the commercial, industrial and multi-residential Property classes be passed in open Council this 28th day of April, 2014.

Carried

k. By-law 2014-85 (Tax) Recovery Percentage

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-85 being a by-law to provide for the adoption of recovery percentage for the 2014 taxation year be passed in open Council this 28th day of April, 2014.

Carried

l. By-law 2014-86 (Tax) Final Billing

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-86 being a by-law to provide for 2014 final tax billing be passed in open Council this 28th day of April, 2014.

Carried

m. By-law 2014-87 (Tax) Rates

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-87 being a by-law to provide for the adoption of property tax rates for 2014 be passed in open Council this 28th day of April, 2014.

Carried

n. By-law 2014-88 (Tax) Transition Ratios

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-88 being a by-law to provide for the adoption of property tax rates for 2014 be passed in open Council this 28th day of April, 2014.

Carried

o. By-law 2014-90 (Agreement) Municipal Bridges

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-90 being a by-law to authorize execution of a contract between the City and Avery Construction Ltd. for the replacement of Base Line and Town Line bridges (Municipal Bridge Nos. 12, 13, 14 and 15 – Contract 2014-7E) be passed in open Council this 28th day of April, 2014.

Carried

p. By-law 2014-91 (Temporary Street Closing) Municipal Bridges

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-91 being a by-law to permit the temporary closing of municipal bridges Nos. 12 and 13 on Town Line and municipal bridges Nos. 14 and 15 on Base Line as required over the next two years be passed in open Council this 28th day of April, 2014.

Carried

q. By-law 2014-92 (Agreement) Pioneer Construction Inc.

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-92 being a by-law to authorize execution of a contract between the City and Pioneer Construction Inc. for Queen Street improvements from Pim Street to 250 metres east of Gravelle Street (Contract 2014-5E) be passed in open Council this 28th day of April, 2014.

Carried

r. By-law 2014-93 (Temporary Street Closing) Queen Street East

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-93 being a by-law to permit the temporary closing of Queen Street East (Riverview Avenue to Pine Street) from May 1, 2014 until August 1, 2014 be passed in open Council this 28th day of April, 2014.

Carried

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

a. By-law 2014-83 (Local Improvement) MacDonald Avenue

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-83 being a by-law to authorize the construction of a concrete sidewalk on MacDonald Avenue from civic 313 MacDonald Avenue to Pine Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be passed in open Council this 28th day of April, 2014.

Carried

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

a. By-law 2014-36 (Local Improvement) Simpson Street

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that By-law 2014-36 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Simpson Street from Forest Avenue to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the third time and finally passed in open Council this 28th day of April, 2014.

Carried

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

13. CLOSED SESSION

14. ADJOURNMENT

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



RECEIVED
APR 4 - 2014
MAYOR'S OFFICE

March 31, 2014

Mayor Debbie Amaroso
The Corporation of the City of Sault Ste. Marie
PO Box 580
Sault Ste. Marie, ON P6A 5N1

Dear Mayor Amaroso and Council:

The Board of Health for the District of Algoma passed a resolution at its March 19, 2014, Board meeting requesting municipal and township councils in Algoma amend present smoke-free by-laws to include restricting the use of waterpipes for the smoking of tobacco and other weeds or substances in public places and workplaces (enclosed).

The use of waterpipes, also known as hookahs, is an emerging trend gaining global attention as a growing public health epidemic. Closer to home, popularity of its use among youth and young adults specifically is being identified in certain parts of the province where the practice of waterpipe smoking in bars and restaurants is occurring.

Waterpipes are an alternative smoking device used to smoke both tobacco and herbal material called shisha. Shisha is a moist mixture of tobacco and or other plant substances held together with molasses that comes in many novelty flavours that may or may not contain nicotine. This material is heated by charcoal to create smoke which passes through a water filled chamber and is inhaled through a hose and mouthpiece.

Many waterpipes have multiple hoses attached to one pipe for communal smoking which is of particular concern for public health from an infection control stand point.

The Smoke-Free Ontario Act prohibits the smoking of tobacco in enclosed public places and workplaces; however, determining whether or not the smoked material in the waterpipe contains tobacco requires expensive testing as there is no standardized packaging or labeling requirements of the products at this time.

The Cities of Peterborough, Orillia, Barrie and Brantford West Gwillimbury have amended their municipal smoke-free by-laws to broaden their definition of smoking in advance of any hookah establishments opening in order to preserve public protection from exposure to secondhand smoke and avert enforcement issues currently faced in some municipalities

Blind River
P.O. Box 194
9B Lawton Street
Blind River, ON P0R 1B0
Tel: 705-356-2551
TF: 1 (888) 356-2551
Fax: 705-356-2494

Elliot Lake
50 Roman Ave P5A 1R9
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 0A9
Tel: 705-942-4646
TF: 1 (866) 892-0172
Fax: 705-759-1534

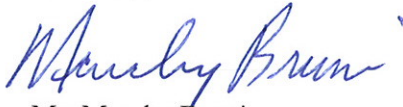
Wawa
18 Ganley Street
Wawa, ON P0S 1K0
Tel: 705-856-7208
TF: 1 (888) 211-8074
Fax: 705-856-1752

Mayor Debbie Amaroso
April 1, 2014
Page 2

It is the Algoma Board of Health's contention that the use of waterpipes for smoking indoors serves to confuse the public about existing laws, undermines the significant gains that have been made to denormalize smoking and results in exposure to secondhand smoke in public places and the workplace.

A copy of Peterborough's waterpipe by-law is enclosed with this letter for council's review. For additional information please contact Janet Allen, Tobacco Control Coordinator, Algoma Public Health at 705-942-4646, Ext. 3042 or at jallen@algomapublichealth.com

Sincerely,



Mr. Marchy Bruni
Chair, APH Board of Health

Enclosures



DATE: March 19, 2014

MOVED:

John Currie

SECONDED:

Karen Marinich

Whereas hookah is a waterpipe with several different names that is typically used to smoke tobacco or other substances;

Whereas shisha is a moist mixture of tobacco and/or other plant substances, held together with molasses or honey, comes in many novelty flavours and may contain nicotine;

Whereas hookah use is an emerging trend that is gaining in popularity among youth and young adults in certain communities in Ontario;

Whereas some public health units in Ontario have found proprietors are storing shisha in unlabeled containers and claiming the contents are herbal to circumvent the provincial Smoke-Free Ontario Act and allowing customers to smoke indoors;

Whereas permitting waterpipe smoking in enclosed public places exposes employees and the public to the harmful effects of secondhand smoke, is confusing to the public as to what is and isn't acceptable in public places and undermines enforcement efforts where without expensive and time-consuming testing it is unclear what exactly is being smoked;

Whereas hookah pipes are usually shared by two or more people, which poses risks for communicable disease transmission, and at present there are no public health guidelines for cleaning and disinfecting of the pipe hoses;

Whereas other municipalities such as Peterborough, Orillia, Barrie and Brantford West Gwillimbury have amended their municipal smoke-free bylaws to include waterpipe and other weeds or substances in their definitions of smoke and/or tobacco product;

Therefore it is recommended that the Algoma Public Health Board pass a resolution requesting municipal and township councils in Algoma to amend present smoke-free bylaws to include restricting the use of waterpipes for the smoking of tobacco or other weeds or substances in public places and workplaces.

CARRIED: Chair's Signature

Marchy Bruni

Chair: Marchy Bruni

Vice-chair: Janet Blake

Robert Ambeault

Carmen Bondy

John Currie

Brenda Davies

Tom Farquhar

Debbie Kirby

Karen Marinich

Gordon Post

Ron Rody

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 12-169

BEING A BY-LAW TO PROHIBIT THE USE OF WATER PIPES IN
ENCLOSED PUBLIC PLACES AND IN CERTAIN OTHER PLACES IN
THE CITY OF PETERBOROUGH

WHEREAS Section 10(2) of the Municipal Act, 2001, as amended, permits councils of local municipalities to pass by-laws and make regulations for the health, safety and well-being of persons within the municipality;

AND WHEREAS it has been determined that the use of water pipes to smoke tobacco or herbal products is a health hazard because of the creation of second hand smoke and is otherwise a public nuisance because of its irritating and discomforting properties to the inhabitants of the City of Peterborough;

AND WHEREAS it is desirable for the health, safety, and well-being of the inhabitants for of the City of Peterborough to prohibit the use of water pipes in enclosed public places and in certain other places in the City of Peterborough for the better protection of persons from conditions injurious to health in accordance with the provisions of this by-law.

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL
THEREOF HEREBY ENACTS AS FOLLOWS:

DEFINITION

Employee – means a person whose services are contracted for.

Enclosed Public Place – means any enclosed indoor area to which the public have access as of right or by invitation, whether expressed or implied, whether or not an admission fee is charged, but only during such times as the public have such access, including, without limiting the generality of the foregoing, any area that is licensed under the *Liquor License Act*, restaurants, bowling centers, bingo halls, theatres, recreational facilities, banquet halls, banquet rooms, meeting rooms, reception areas, washrooms, stairwells, corridors, elevators, escalators, and common areas of residential buildings such as lobbies, lounges, mail rooms, laundry rooms and reception areas.

Peterborough Utilities Group – means City of Peterborough Holdings Inc. and any of its subsidiary companies.

Proprietor – means the person, governing body or agency which controls, governs or directs activity carried on within an enclosed public place, workplace, sidewalk patio or roof top patio and includes the person who is actually in charge thereof;

Water Pipe – means any lighted or heated smoking equipment used to smoke tobacco or non-tobacco substances or any combination thereof in a form that may be smoked or inhaled.

Workplace – means any portion of a building, structure or enclosure in which or upon which an employee works.

PROHIBITIONS

1. No person shall use a Water Pipe on any land owned by the City of Peterborough, the Peterborough Utilities Group, the Peterborough County-City Health Unit or by the Peterborough Regional Health Centre.

2. No person shall use a Water Pipe in any Workplace or in any Enclosed Public Place.
3. No person shall use a Water Pipe on any sidewalk patio or roof-top patio that is a licensed area under the Liquor License Act.
4. No person shall use a Water Pipe within the Riverview Park and Zoo.
5. No person shall use a Water Pipe within any City park except in an area designated to allow smoking or holding lighted tobacco.
6. No Proprietor or Employee shall permit the use of a Water Pipe in an Enclosed Public Place.
7. No Proprietor or Employee shall supply to any person a Water Pipe for use in an Enclosed Public Place.

ENFORCEMENT

8. This by-law may be enforced by any:
 - a) person holding the title of Health Promoter or Health Inspector who is employed by the Peterborough County-City Health Unit;
 - b) police officer; or
 - c) peace officer.

EXCEPTIONS

9. This by-law does not apply to any portion of a public road allowance.

OFFENCES

10. Any person who contravenes any provision of this by-law is guilty of an offence and is liable to the penalty imposed by applicable law, which is recoverable pursuant to the ***Provincial Offences Act***.

SHORT TITLE

11. This by-law may be known as the "Water Pipe By-law".

EFFECTIVE DATE

12. This by-law comes into effect on the day it receives third reading.

By-law read a first, second and third time this 10th day of December, 2012.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) John Kennedy, City Clerk

Ministry of Transportation

Regional Director's Office
Northeastern Region
447 McKeown Avenue
Suite 301
North Bay, ON P1B 9S9
Tel: (705) 497-5500
Fax: (705) 497-5409

Ministère des Transports

Bureau du directeur régional
Région du Nord-Est
447, avenue McKeown
bureau 301
North Bay (Ontario) P1B 9S9
Tél : (705) 497-5500
Téléc : (705) 497-5409



April 28, 2014

Mr. Joe Fratesi
Chief Administrative Officer
City of Sault Ste. Marie
99 Foster Drive
PO Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mr. Fratesi:

I am writing to provide you with a copy of the Ministry of Transportation's traffic study conducted in Sault Ste. Marie this past summer. The Origin/Destination Study was initiated in order to determine travel patterns for vehicles entering and exiting Sault Ste. Marie. We felt this would be helpful to assist the ministry in planning for future improvements to Highway 17.

The study found that the majority of vehicles entering the city represented commuting trips, rather than long distance provincial traffic. Consequently, only a small percentage of highway traffic (16%) would utilize a future Highway 17 bypass. This study also examined the existing Highway 17 route through the city. The results suggest that the existing route is operating at an acceptable level, however, congestion is starting to occur at the main intersections during peak hours. Based on growth projections, the existing route will continue to operate at an acceptable level for the next twenty years.

Based on these results the ministry has decided not to start route planning and environmental assessment studies for a new route of Highway 17 at this time. The ministry plans to conduct similar traffic studies in approximately ten years.

We have shared a copy of this report with the Northern Ontario Multi-modal Transportation Study team.

Sincerely

Eric Doidge
Regional Director

RECEIVED

APR 30 2014

CHIEF ADMINISTRATIVE OFFICER
CITY OF SAULT STE. MARIE

The Ministry of Transportation of
Ontario (MTO)

Sault Ste. Marie O/D Study Report

5011-E-0018

February 10, 2014

B000278

CIMA
Partners in excellence

The Ministry of Transportation of
Ontario (MTO)

Sault Ste. Marie
O/D Study
Report

5011-E-0018

February 10, 2014

E000275

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1. Introduction and Study Area

CIMA was retained by Ministry of Transportation Ontario (MTO) to conduct an Origin-Destination (O-D) Survey in the Sault Ste. Marie Area to identify the traffic pattern and the transportation needs. The information gathered is to be used in further studies relating to the identification of the need for a by-pass of the City.

The O-D patterns of traffic were to be determined by capturing (by video) and matching licence plate numbers of vehicles entering and leaving the City at three survey stations. Volume and classification information of vehicular traffic at the three survey stations was collected at the same time. Three survey stations were selected to represent the main entry/exit points to the City:

1. Highway 17 (Great Northern Road) at 6 Line E;
2. Highway 17 at Trunk Road; and
3. The Sault Ste. Marie International Border Crossing.

Figure 1 shows the study area and location of the three survey stations. Survey stations are located on the Trans Canada Highway.

The survey was conducted on two separate days: **Sunday, July 7, 2013** and **Tuesday, July 9, 2013**, and was intended to span 7:00 a.m. to 7:00 p.m. on both survey days.

The O-D study includes three components:

- Vehicle Origin/Destination Survey;
- Traffic Counts; and
- Analysis and Reporting.

This report documents the conduct of the survey and results of the analysis.

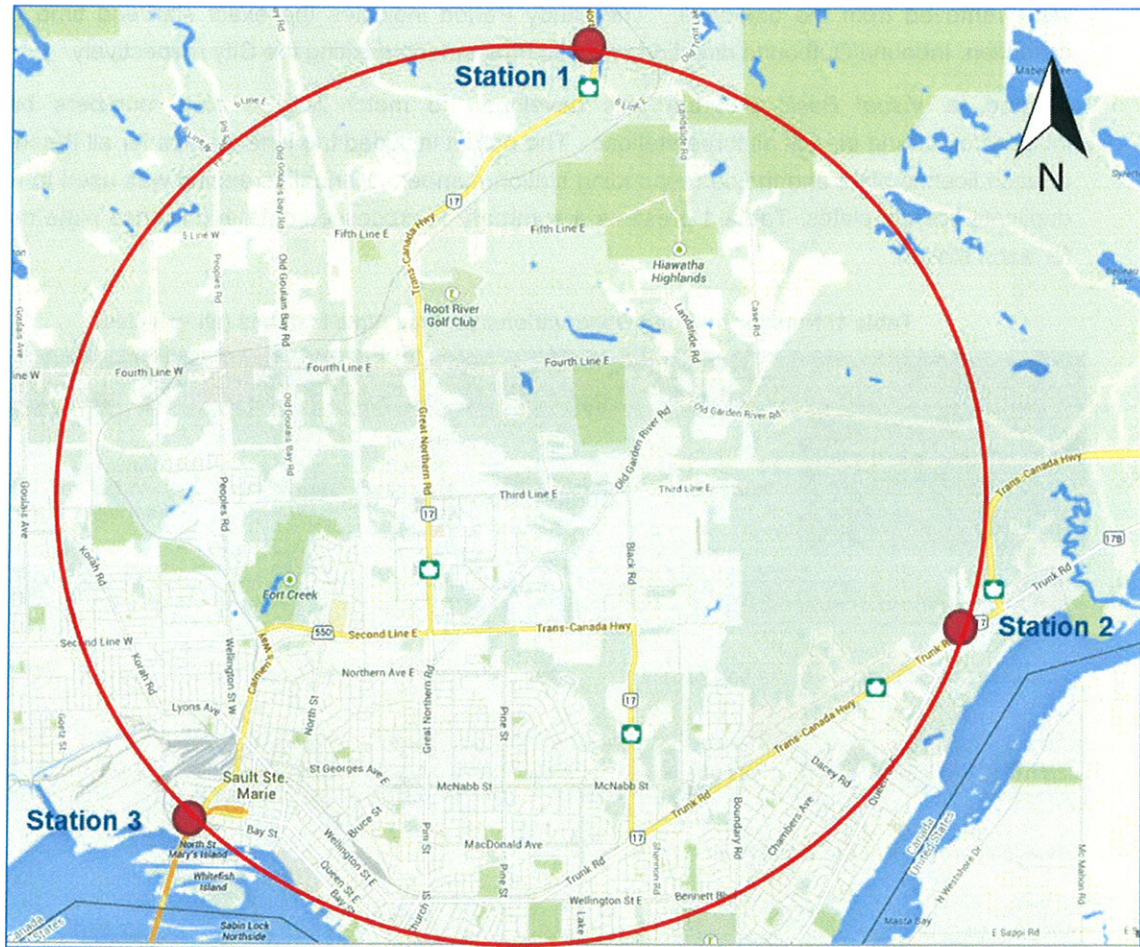


Figure 1: Layout of the Study Area and Survey Station (Source: Google Maps)

2. Vehicle O-D Survey

A summary of the Survey Field Report dated August 02, 2013 is included as Appendix A. Infrared Licence Plate Recognition (LPR) cameras were used to record video of vehicular traffic inbound and outbound at each of the three stations. At the end of survey, the collected videos were sent to Miovision to be processed. A database of licence plate numbers along with timestamps was extracted for each direction of travel (inbound and outbound) to/from the City at each station.

2.1 Video Survey Analysis Results

As the first step in generating vehicle O-D matrix, the processed data were filtered to reduce the number of inaccurate records. The database contained several single number/letter licence plates. This could have been due to several reasons, including: low reflectivity characters on plates; partially obstructed plates; or video processing issues. Therefore, the data were filtered before performing further analysis. All the records that had licence plate numbers with less than four (4) characters

were removed from the database. The Study Period indicates the exact start/end time of data collection. Inbound/Outbound directions refer to trips entering/exiting the City respectively.

Second, a *Visual Basic* program was developed to match licence plate numbers between inbound/outbound trips at all three stations. The output included the time stamps for all the matches of each licence plate and the corresponding station number. Manual screening was used to remove duplicate licence plates. **Table 1** presents a summary of processed data and licence plate matches for each station.

Table 1: Number of Video Observations/Licence Plate Matches (all vehicles)

Station Description	Sunday July 7			Tuesday July 9		
	Study Period	No. of Video Observations	No. of In/Out Matches (capture rate)	Study Period	Number of Video Observations	No. of In/Out Matches (capture rate)
Station #1: Highway 17 at 6 Line E						
Southbound (Inbound)	7:00 - 20:17	2,739	1,189 (43%)	6:29 - 20:18	3,873	2,574 (66%)
Northbound (Outbound)	6:30 - 20:15	3,074	1,335 (43%)	6:42 - 20:31	4,149	2,669 (64%)
Station #2: Highway 17 at Trunk Road						
Westbound (Inbound)	9:09* - 20:46	5,214	2,438 (47%)	4:47 - 21:03	5,636	3,593 (64%)
Eastbound (Outbound)	7:05 - 20:46	4,346	2,300 (53%)	4:50 - 21:00	5,559	3,518 (63%)
Station #3: The Sault Ste. Marie International Border						
Eastbound (Inbound)	6:56 - 21:37	2,514	1,442 (57%)	5:43 - 21:25	2,531	1,849 (73%)
Westbound (Outbound)	7:03 - 21:32	2,573	1,434 (56%)	5:45 - 21:22	2,727	1,829 (67%)

* Due to a technical issue with one of the cameras, data was lost between the hours of 7:00 a.m. and 9:09 a.m.

Table 1 shows the percentage of successfully matched licence plates at each station/direction to be in the range of 43% to 73% which indicates that approximately half of the traffic enters and exits at one of the three stations.

The Pivot Table feature in Excel was used to process the results and generate the O-D volumes for all vehicular trips at the three stations and during the study period, as presented in **Table 2** and **Table 3**. These matched O-Ds are sampled O-Ds as not all vehicle license plates were captured by the video. The factored O-Ds representing the full survey period are presented in **Section 4.1**.

Table 2: Matched O-D Volumes, Sunday July 7

From /To Station	1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total (origins)
1 (Hwy 17/6 Line)	810	253	126	1189
2 (Hwy 17/Trunk)	383	1,731	324	2438
3 (Int. Border)	142	316	984	1442
Total (destinations)	1,335	2,300	1,434	5,069

This table indicates that on the Sunday, 3525 (70%) of the *matched license plates* enter and leave at the same station the remaining 1544 trips (30%) travel across the City before exiting at a different station.

Table 3: Matched O-D Volumes, Tuesday July 9

From /To Station	1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total (origins)
1 (Hwy 17/6 Line)	2,002	410	162	2,574
2 (Hwy 17/Trunk)	496	2,775	322	3,593
3 (Int. Border)	171	333	1,345	1,849
Total (destinations)	2,669	3,518	1,829	8,016

This table indicates that on the Tuesday, 6122 (76%) of the *matched license plates* enter and leave at the same station the remaining 1894 trips (24%) travel through across the City before existing at a different station.

It should be noted that the trips arriving and leaving at the same station ("u-turn trips") are significant and likely represent home to work/education trips or possibly commercial delivery trips. These trips can originate within the City and go out of the City before returning or vice-verse start outside the

City and return. The “Outbound Percentage” shown in **Figure 2** and **Figure 3** for trips from/to the same station (e.g. O-D 1–1, Outbound Percentage: 53% on Sunday and 36% on Tuesday) indicates the percentage of outbound trips that entered the City later the same day via the same station. The 90% of u-turns at station 3 (international border) on Sunday (83% on Tuesday), indicates that on Sunday (Tuesday) 90% (83%) of the traffic first head out of Canada in completing this u-turn type trip.

Further analysis was performed on the distribution of travel times and number of trips with the same inbound/outbound station for all the trips within study area. The results are presented in **Figure 2** and **Figure 3**.

It can be seen in these figures that a large number of trips from/to the same station has travel times greater than 4 hours, again likely representing commuting trips.

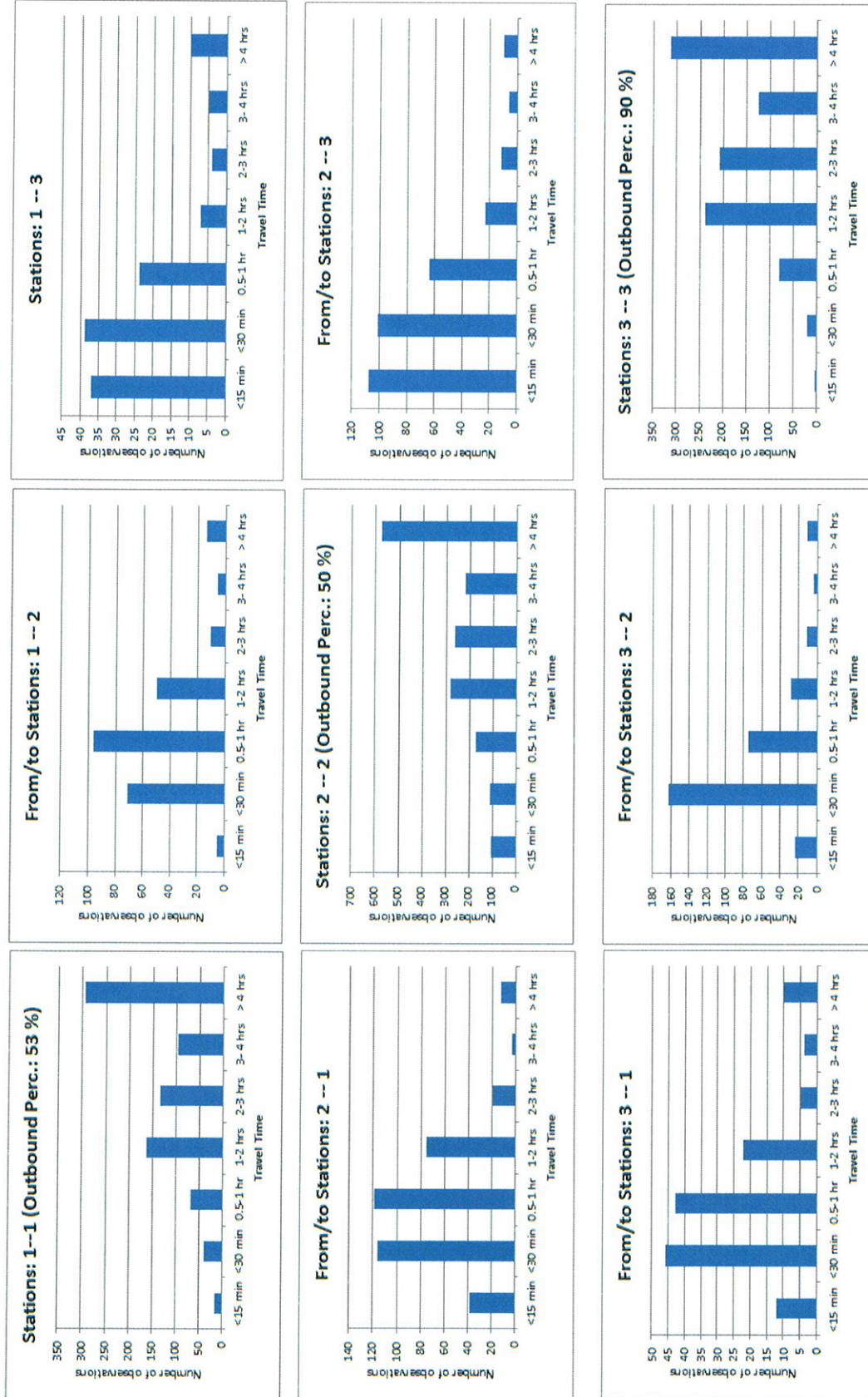


Figure 2: Distribution of Travel Times for each O-D pair, Sunday July 7

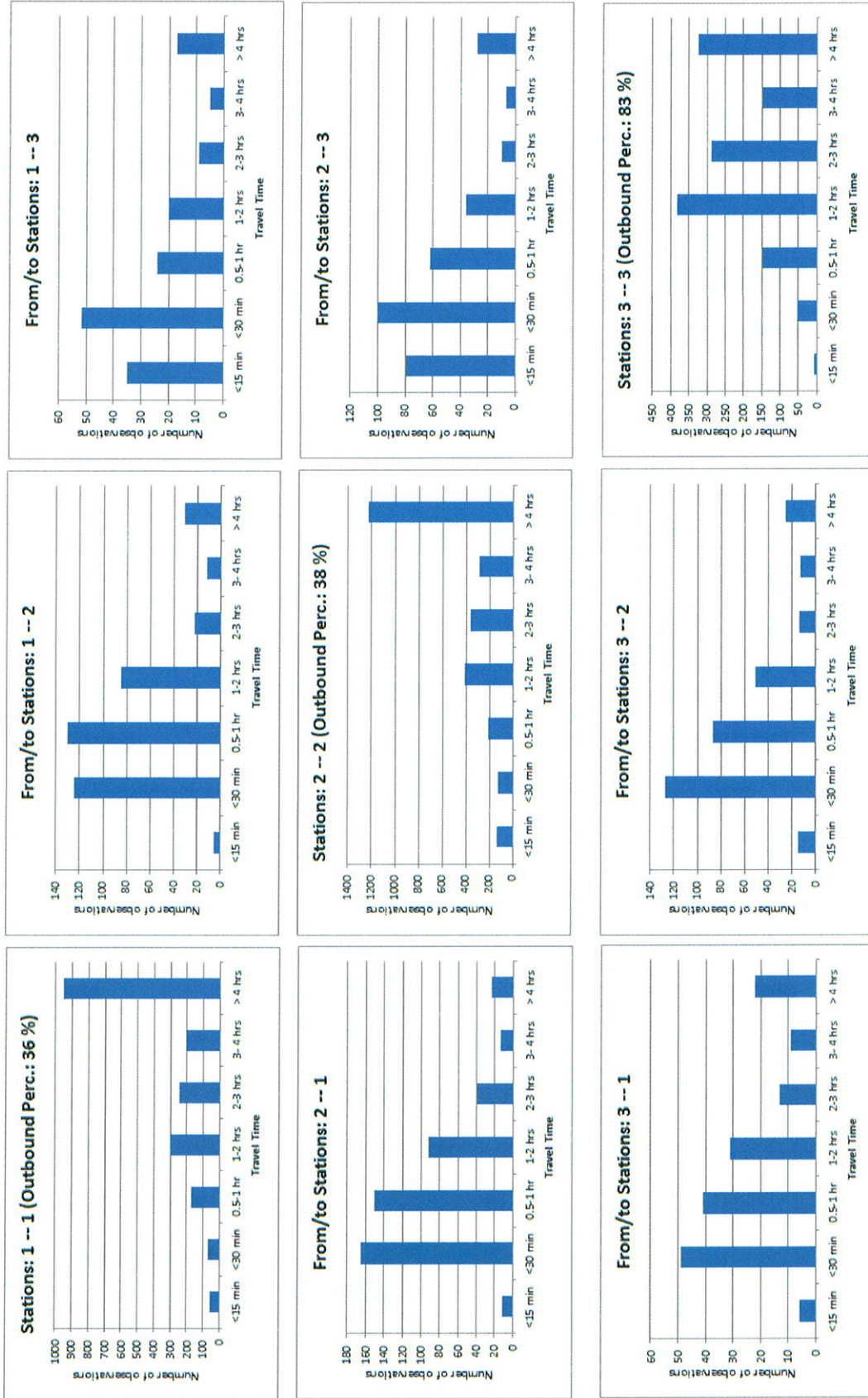


Figure 3: Distribution of Travel Times for each O-D pair, Tuesday July 9

2.2 Truck O-Ds

In order to develop the O-Ds broken down by autos and trucks, the matched license plate numbers were viewed on the videos and one of two classifications (auto/truck) attributed to the vehicle. The O-D volumes for trucks at the three stations and during the study period are presented in **Table 4** and **Table 5**.

Table 4: Truck O-D Volumes, Sunday July 7

From /To Station	1 (Hwy 17/ 6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total (origins)
1 (Hwy 17/6 Line)	3	21	-	24
2 (Hwy 17/Trunk)	28	1	16	45
3 (Int. Border)	-	8	4	12
Total (destinations)	31	30	20	81

The overall number (81) of O-D matches for the Sunday survey amounts to only 1.6% of the total matched O-Ds. This indicates a low capture rate for trucks as the overall truck percentage on the Sunday was roughly 5.6%.

Table 5: Truck O-D Volumes, Tuesday July 9

From /To Station	1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total (origins)
1 (Hwy 17/6 Line)	10	38	3	51
2 (Hwy 17/Trunk)	83	59	31	173
3 (Int. Border)	-	24	29	53
Total (destinations)	93	121	63	277

The overall number (277) of O-D matches for the Tuesday survey amounts to 3.5% of the total matched O-Ds. This indicates a low capture rate for trucks also, although closer to the 8% present in the traffic stream on the Tuesday.

The corresponding daily volume and number of license plates counted is provided in **Table 6** and **Table 7**, for Sunday and Tuesday respectfully.

Table 6: 12 Hour Truck License Plates and Truck Traffic Volume Counts for Sunday

Station	Number of Truck License Plates captured by video	Truck Traffic Volume Counted (7 AM to 7 PM)
Station #1: Great Northern Road 0.5 km north of 6th Line Road	171	377
Station #2: Trunk Road (Highway 17) 0.2 km west of Highway 17 B	304	525
Station #3: The Sault Ste. Marie International Bridge	80	173

Table 7: 12 Hour Truck License Plates and Truck Traffic Volume Counts for Tuesday

Station	Number of Truck License Plates captured by video	Truck Traffic Volume Counted (7 AM to 7 PM)
Station #1: Great Northern Road 0.5 km north of 6th Line Road	477	559
Station #2: Trunk Road (Highway 17) 0.2 km west of Highway 17 B	869	1005
Station #3: The Sault Ste. Marie International Bridge	233	255

Expansion of the sampled truck O-Ds to the full survey period is presented in **Section 4.3**.

3. Traffic Counts

Volume and classification information of vehicular traffic at the three stations was collected during the survey. The traffic counting firm Ontario Traffic Inc. (OTI) was engaged to install Automatic Traffic Recorders (ATRs) in the immediate vicinity of the survey stations. The traffic counts were obtained for seven (7) days, 24 hours per day at each station.

3.1 Traffic variation through the week

The daily traffic counts for each station throughout the week of the survey are presented in **Figure 4** to **Figure 6**. Please note the Saturday counts are made up of a combination of Saturday July 6th and Saturday July 13th due to the counts starting and finishing in the evening. The graphs in **Figure 4** to **Figure 6** indicate that the survey days; Sunday and Tuesday appear to represent average daily traffic volumes, while higher volumes can be seen to take place on Thursday, Friday and Saturday.

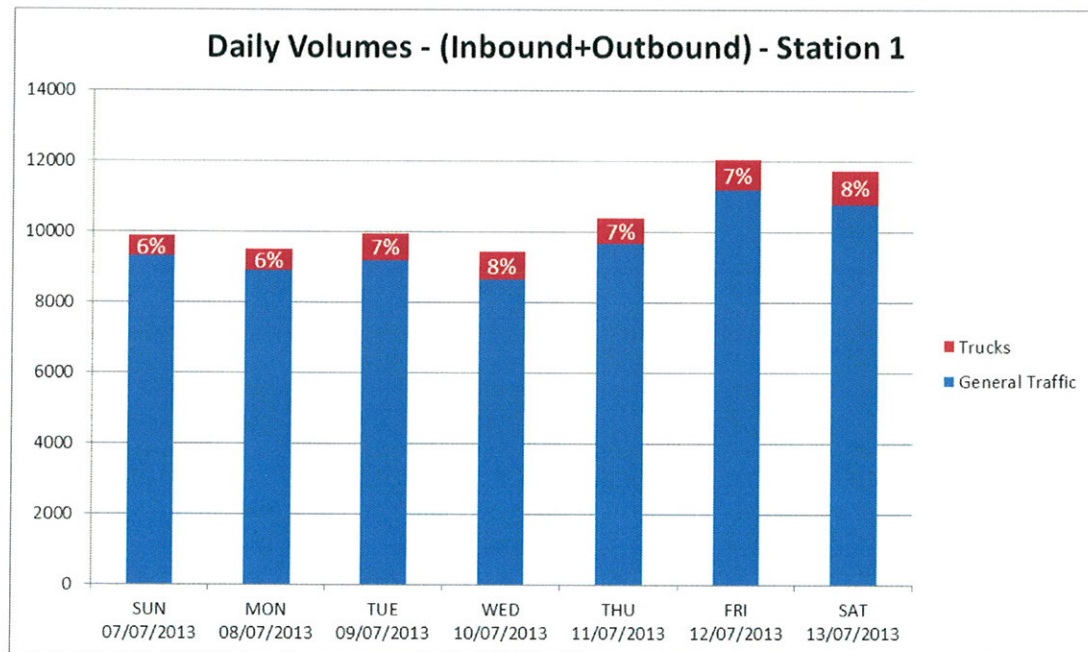


Figure 4: Daily Vehicle Volumes – Station 1 (Hwy 17/6 Line)

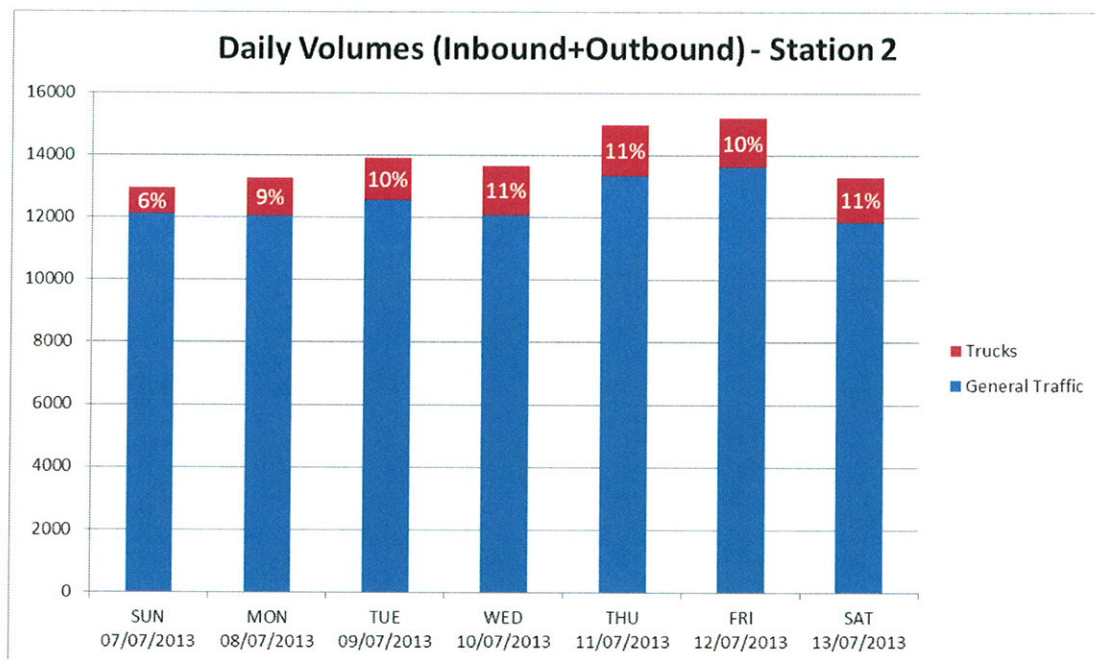


Figure 5: Daily Vehicle Volumes– Station 2 (Hwy 17/Trunk)

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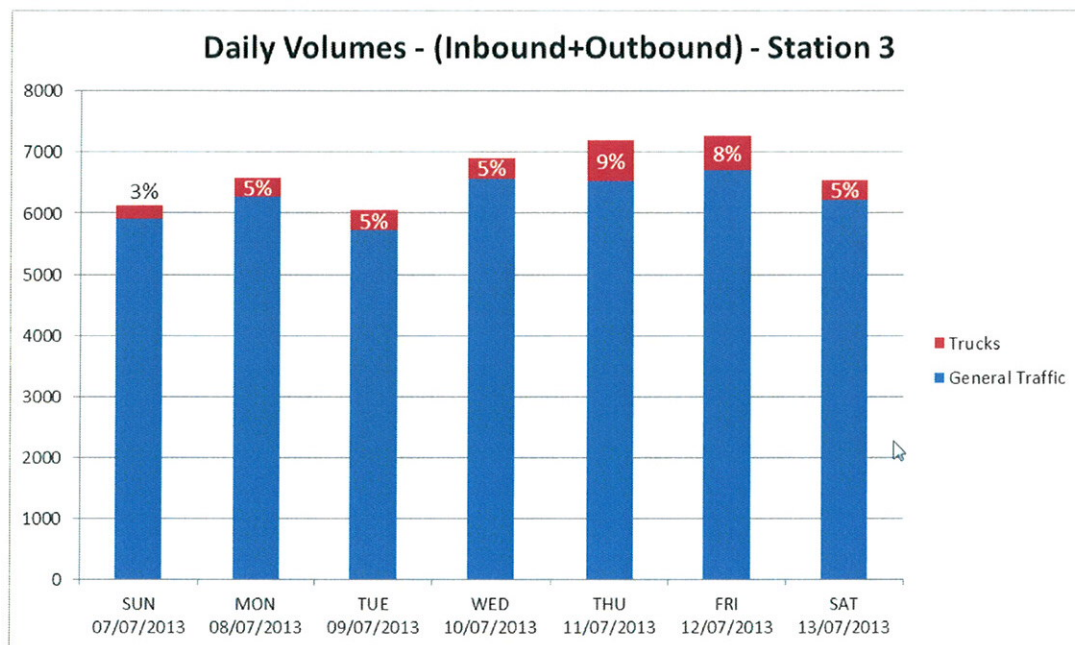


Figure 6: Daily Vehicle Volumes – Station 3 (International Border)

3.2 Traffic Counts on the two Survey Days

Table 8 summarizes 24-hour and study period counts of all vehicles for each station on the two survey days. This indicates that the International Border crossing is the quieter station of the 3 involved.

Table 8: Summary of Vehicle Counts at Survey Stations

Station Description	Sunday July 7			Tuesday July 9		
	Study Period (A)	Count 24 hour	Count Study Period (Column A)	Study Period (B)	Count 24 hour	Count Study Period (Column B)
Station #1: Highway 17 at 6 Line E						
Southbound (Inbound)	7:00 - 20:17	5,564	4,676	6:29 - 20:18	4,868	4,176
Northbound (Outbound)	6:30 - 20:15	4,320	3,735	6:42 - 20:31	5,080	4,454
Station #2: Highway 17 at Trunk Road						
Westbound (Inbound)	9:09 - 20:46	7,083	5,770	4:47 - 21:03	7,063	6,499
Eastbound (Outbound)	7:05 - 20:46	5,868	5,057	4:50 - 21:00	6,845	6,266
Station #3: The Sault Ste. Marie International Border						
Eastbound (Inbound)	6:56 - 21:37	3,070	2,544	5:43 - 21:25	2,964	2,630
Westbound (Outbound)	7:03 - 21:32	3,051	2,870	5:45 - 21:22	3,087	2,957

In order to verify the accuracy of infrared LPR cameras, the number of observed licence plates from videos at each station was compared to the corresponding vehicle count. The results show that percentage of captures licence plates are between 82% and 99%, for almost all the stations and directions, with one exception. For the inbound direction at Station 1 (Highway 17 at 6 Line E), 59% of the vehicles were identified by LPR camera. This lower capture rate is likely due to the placement of camera at this location or possibly light/shadow issues.

3.3 Hourly Variation on the two Survey Days

- Sunday

Figure 7 to Figure 9 presents the 12-hour Sunday vehicle count for inbound and outbound traffic at the survey stations on July 7, 2013. It can be seen that the Sunday inbound peak period for Stations 1 and 2 are 1:30-2:30 pm and 2:30-3:30 pm respectively. The outbound peak period is 11:30am to 12:30pm and 1:30-2:30 pm for stations 1 and 2. Station 3, the International Border crossing is more of an even flow throughout the day.

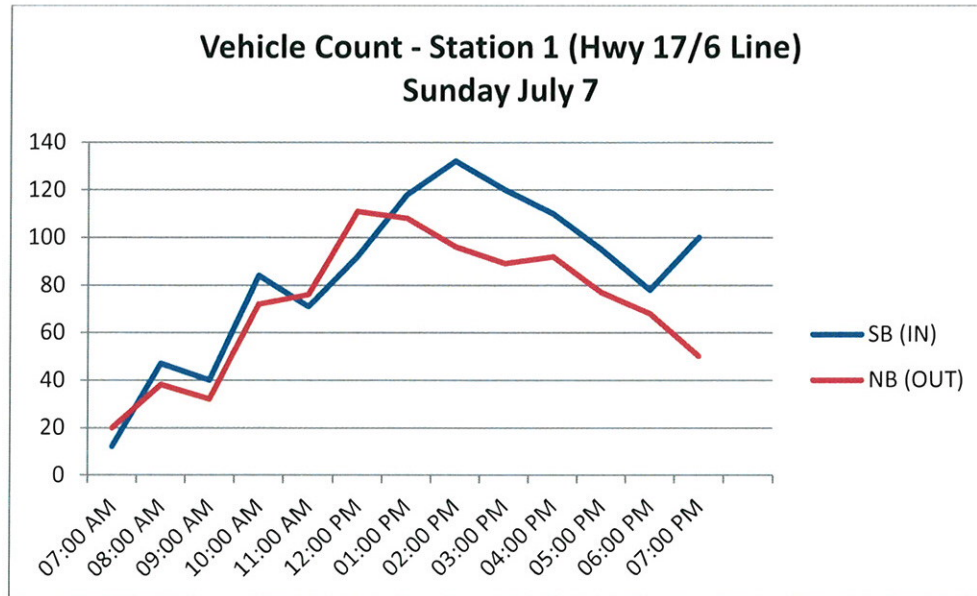


Figure 7: 12-hour Vehicle Count for Station 1, Sunday July 07

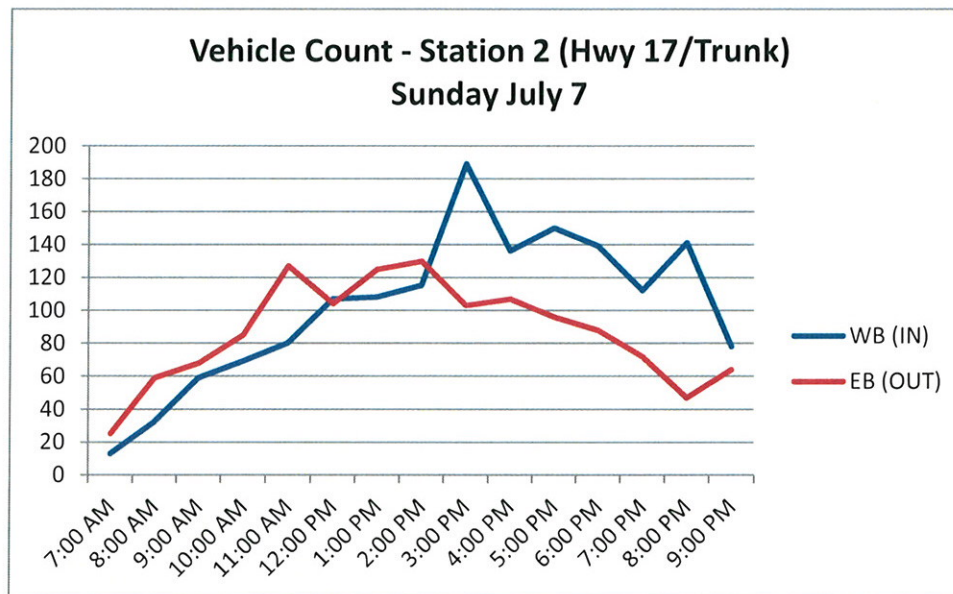


Figure 8: 12-hour Vehicle Count for Station 2, Sunday July 07

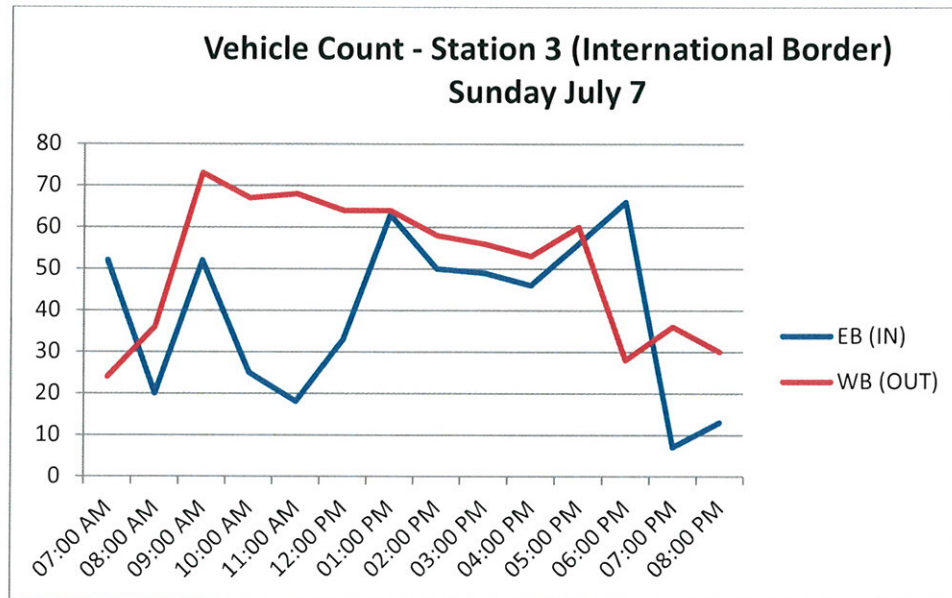


Figure 9: 12-hour Vehicle Count for Station 2, Sunday July 07

- Tuesday

Similarly, **Figure 10** to **Figure 12** present the 12-hour weekday vehicle count for inbound and outbound traffic at the study stations on Tuesday July 9. It can be seen that during weekdays, the inbound and outbound peak hour for Station 1 happens in the evening, between 5:00 and 6:00 pm. The peak hour for traffic entering the City via Station 2 is between 2:30 and 3:30 pm and the outbound peak period is between 5:00 and 6:00 pm.

In case of Station 3, the weekday inbound peak hour is between 1:30 and 2:30 pm while the peak hour of traffic exiting the City happens between 7:30 and 8:30 in the morning; however, for the most part traffic is again much more evenly distributed throughout the day.

However, the weekend peak hour for traffic entering the City from Station 3 is 5:30 to 6:30 pm while the outbound peak hour is 8:30 to 9:30 am.

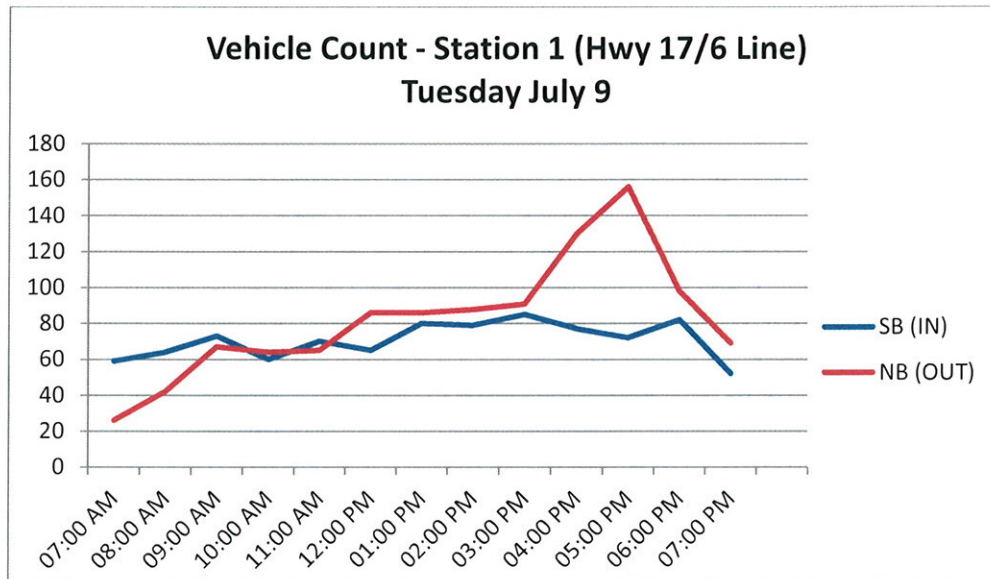


Figure 10: 12-hour Vehicle Count for Station 1, Tuesday July 09

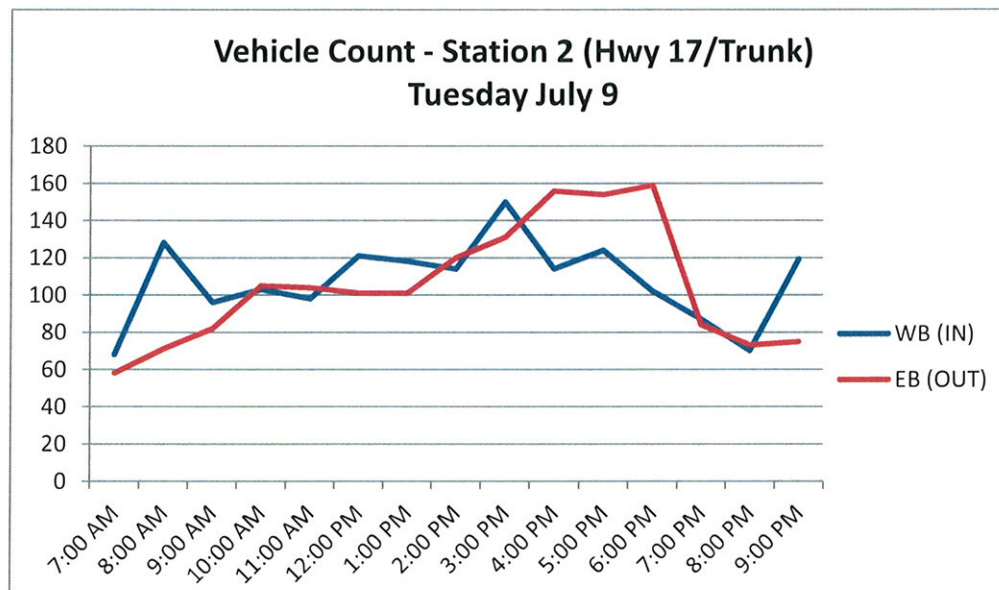


Figure 11: 12-hour Vehicle Count for Station 2, Tuesday July 09

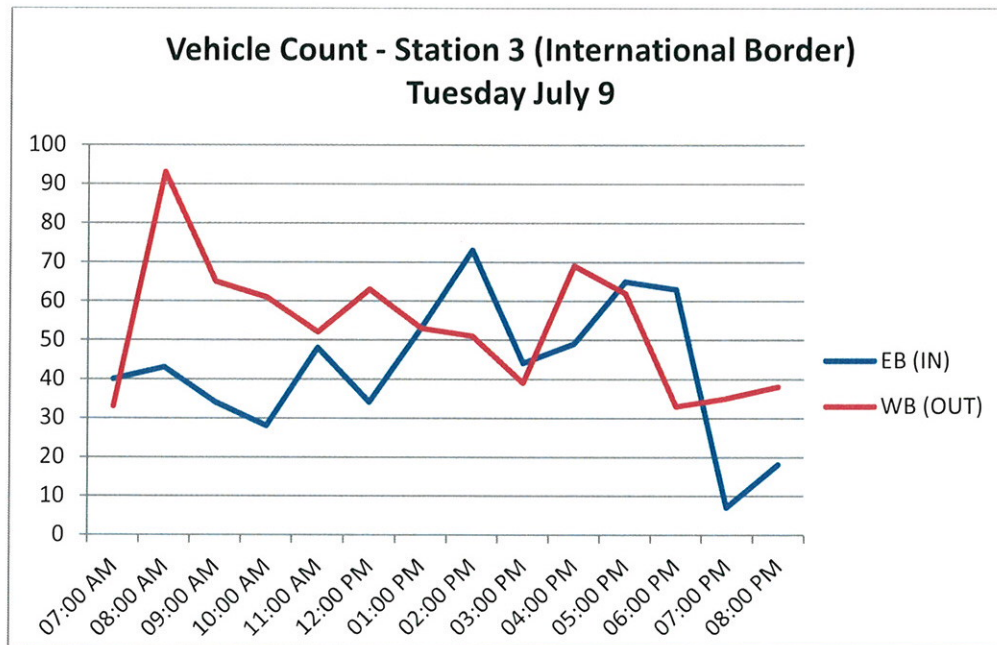


Figure 12: 12-hour Vehicle Count for Station 3, Tuesday July 09

3.4 Vehicle Classification

The classification information of traffic counts was used to evaluate truck counts. Vehicles with 2 axles and 6 tires and all vehicles with 3 or more axles were considered as trucks. **Table 9** and **Table 10** show the count results for all trucks at the study area.

Table 9: Summary of Truck Counts at Study Stations – Sunday July 7

Station Description	Sunday July 7		
	Study Period [A]	Count 24 hour (% of total traffic)	Count Study Period [Column A] (% of total traffic)
Station #1: Highway 17 at 6 Line E			
Southbound (Inbound)	7:00 - 20:17	334 (6%)	229 (5%)
Northbound (Outbound)	6:30 - 20:15	241 (6%)	178 (5%)
Station #2: Highway 17 at Trunk Road			
Westbound (Inbound)	9:09 - 20:46	381 (5%)	257 (4%)
Eastbound (Outbound)	7:05 - 20:46	442 (8%)	322 (6%)
Station #3: The Sault Ste. Marie International Border			
Eastbound (Inbound)	6:56 - 21:37	58 (2%)	45 (2%)
Westbound (Outbound)	7:03 - 21:32	149 (5%)	140 (5%)

Table 10: Summary of Truck Counts at Study Stations – Tuesday July 9

Station Description	Tuesday July 9		
	Study Period [A]	Count 24 hour (% of total traffic)	Count Study Period [Column A] (% of total traffic)
Station #1: Highway 17 at 6 Line E			
Southbound (Inbound)	6:29 - 20:18	313 (6%)	258 (6%)
Northbound (Outbound)	6:42 - 20:31	433 (9%)	356 (8%)
Station #2: Highway 17 at Trunk Road			
Westbound (Inbound)	4:47 - 21:03	731 (10%)	659 (10%)
Eastbound (Outbound)	4:50 - 21:00	609 (9%)	528 (8%)
Station #3: The Sault Ste. Marie International Border			
Eastbound (Inbound)	5:43 - 21:25	157 (5%)	144 (5%)
Westbound (Outbound)	5:45 - 21:22	172 (6%)	159 (5%)

4. Expansion of O-D Data

4.1 Adjusting Origin and Destination Counts

Ideally an origin-destination study would be conducted by matching the origin of every vehicle to its corresponding destination. This ideal is nowhere close to what can be accomplished in reality where we can only count a percentage of the total number of vehicles. Even if there are no equipment failures, weather issues, or human errors, the percentage of license plates that are identifiable through automated detection is also incomplete due to limitations of the equipment and missing, damaged, dirty, covered, or blocked license plates. A cursory review of other origin-destination studies in the literature show that data collection issues are found in all such studies.

Therefore, in all origin-destination studies it is necessary to adjust the matched counts that are obtained to reflect an hourly count, monthly, or annual traffic patterns. The method for adjusting the sample count upward was originally published in Traffic Engineering (Roess, R. P., Prassas, E.S., McShane, W. R., 2004) and is also found in the Institute of Transportation Engineers (ITE) Manual of Transportation Engineering Studies (2nd Edition, 2010). This method for adjusting matches is as follows:

$$Adjusted\ Matches_{ij} = LPS_{ij} \times \frac{\left[\left(\frac{V_i}{C_i}\right) + \left(\frac{V_j}{C_j}\right)\right]}{2}$$

Where

- Adjusted Matches_{ij} = Adjusted match total from Station i to Station j
LPS_{ij} = License Plate Survey Matches from Station i to Station j
V_i = Traffic volume at Station i
V_j = Traffic volume at Station j
C_i = License plates identified at Station i
C_j = License plates identified at Station j

First illustrated in **Section 2.1**, the unadjusted licenses plate survey matches for all vehicles are shown below with Sunday data given in **Table 11** and Tuesday in **Table 12**.

Table 11: Unadjusted License Plate Survey Matches for Sunday

Sunday Data Collection		Destination (j) Station			
		1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total (origins)
Origin (i) Station	1 (Hwy 17/6 Line)	810	253	126	1189
	2 (Hwy 17/Trunk)	383	1731	324	2438
	3 (Int. Border)	142	316	984	1442
	Total	1335	2300	1434	5069

Table 12: Unadjusted License Plate Survey Matches for Tuesday

Tuesday Data Collection		Destination (j) Station			
		1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total (origins)
Origin (i) Station	1 (Hwy 17/6 Line)	2002	410	162	2574
	2 (Hwy 17/Trunk)	496	2775	322	3593
	3 (Int. Border)	171	333	1345	1849
	Total	2669	3518	1829	8016

The corresponding daily volume and number of license plates counted is provided in **Table 13** and **Table 14**, for Sunday and Tuesday respectively.

Table 13: 12 Hour License Plates and Traffic Volume Counts for Sunday

Station	Number of License Plates Recorded	Traffic Volume Counted (7 AM to 7 PM)
Station #1: Great Northern Road 0.5 km north of 6th Line Road	5813	8168
Station #2: Trunk Road (Highway 17) 0.2 km west of Highway 17 B	9560	9852
Station #3: The Sault Ste. Marie International Bridge	5087	4734

Table 14: 12 Hour License Plates and Traffic Volume Counts for Tuesday

Station	Number of License Plates Recorded	Traffic Volume Counted (7 AM to 7 PM)
Station #1: Great Northern Road 0.5 km north of 6th Line Road	8022	8101
Station #2: Trunk Road (Highway 17) 0.2 km west of Highway 17 B	11195	11061
Station #3: The Sault Ste. Marie International Bridge	5258	4766

The unadjusted matches can then be adjusted by applying the formula and using the license plate counts and traffic volume count information. For example, converting the 810 matched license plates from station 1 to station 1 that occurred on Sunday would be as follows:

$$Adjusted\ Matches_{11} = LPS_{11} \times \frac{\left[\left(\frac{V_1}{C_1}\right) + \left(\frac{V_1}{C_1}\right)\right]}{2} = 810 \times \frac{\left[\left(\frac{8168}{5813}\right) + \left(\frac{8168}{5813}\right)\right]}{2} = 1138$$

In other words, the 810 licenses plates that were matched leaving and returning to station 1 corresponds to 1138 vehicles leaving and returning to station 1 during the 7 AM to 7 PM period. Applying this method to the rest of the origin-destination matrixes will result in **Table 15** and **Table 16**.

Table 15: 12 Hour (7 AM to 7 PM) Adjusted License Plate Survey Matches for Sunday

Sunday Data Collection		Destination (j) Station			
		1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total (origins)
Origin (i) Station	1 (Hwy 17/6 Line)	1138	308	147	1593
	2 (Hwy 17/Trunk)	466	1784	318	2568
	3 (Int. Border)	166	310	916	1392
	Total	1770	2402	1381	5553

Table 16: 12 Hour (7 AM to 7 PM) Adjusted License Plate Survey Matches for Tuesday

Tuesday Data Collection		Destination (j) Station			
		1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total (origins)
Origin (i) Station	1 (Hwy 17/6 Line)	2022	410	155	2587
	2 (Hwy 17/Trunk)	495	2742	305	3542
	3 (Int. Border)	164	315	1219	1698
	Total	2681	3467	1679	7827

4.2 Confidence Interval

In order to explain how the accuracy of the origin-destination study is calculated, it is necessary to first explain some terminology. *Population* refers to the group of people or things that we are interested, which in this case are vehicles driving in Sault Ste. Marie. Since it is not possible to count every vehicle we instead count only a *sample* of vehicles, which is a subset of the larger population as illustrated in **Figure 13**. The sampling methodology allows us to make inferences about the population.

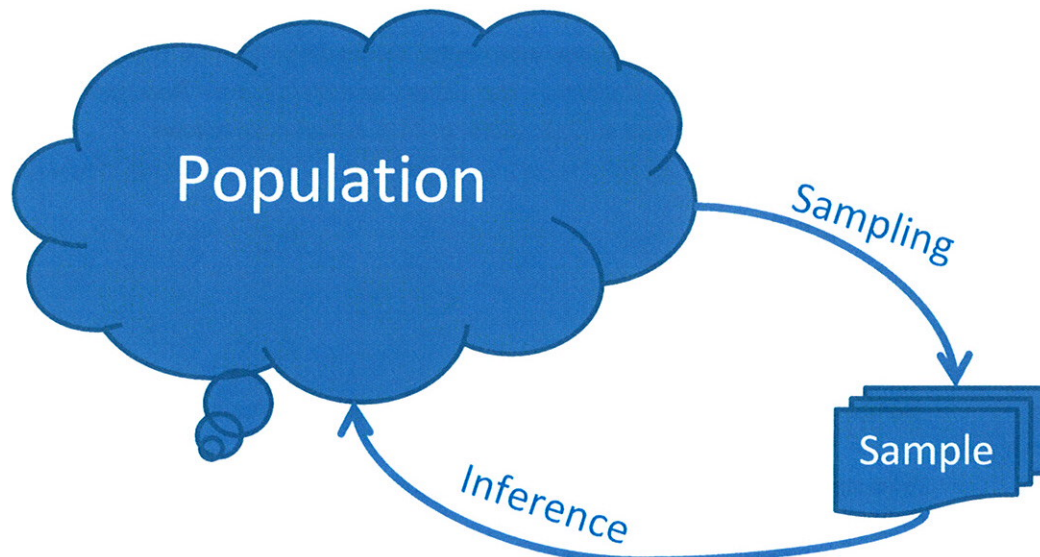


Figure 13: Relationship between the Population and Sampling

For an origin-destination survey, the accuracy of the estimate made by the sample depends upon 1) the size of the sample, 2) the size of the population, 3) the percent of the population who make a particular origin-destination trip, and 4) the hourly/daily/weekly/monthly/seasonal/yearly variability in vehicle driving patterns. The impact of these various attributes on the accuracy of an inference are summarized in **Table 17**.

Table 17: The Impact of Various Attributes on the Accuracy of an Inference

Term	Definition
Sample Size	A smaller sample is less accurate while a larger sample is more accurate.
Population Size	Accuracy goes up as population size goes down for the same sample size. However, for most origin-destination studies the population is very large compared to the sample and the population size has only a small impact on accuracy.
Percent of the survey that is matched	The rarer the trip, the more accurate the sample will be in terms of percentage. As a rule, the worst case percentage is used to make a conservative estimate.
Data variability	The estimate of accuracy is based on the assumption that the data has been collected from a random sample; however, the sampling in O-D surveys are not collected randomly throughout the year, rather the data is collected on certain days and certain hours. Any variability in driving behaviour where day is different than night, or winter different than summer will not be captured.

Accuracy has two components:

- A probability or confidence level
- A range of uncertainty, sometimes referred to as tolerance

Accuracy in statistics is often stated in terms such as “**there is a 95% percent chance (confidence) that the true average of the data item is within ±10% (tolerance) of the observed average**”.

The formula for calculating the confidence interval for an adjusted licence plate match has been taken from the *Guidelines for Data Collection Techniques and Methods for Roadside Station Origin-Destination Surveys* (Guy, B. P., Fricker, J.D., 2005, p. 113), which is as follows:

$$E = \frac{z}{N} \times \sqrt{\frac{pqN^3 - pqN^2}{n(N-1)}}$$

Where

E = Accuracy or percent error

N = Traffic volume at survey station

n = Number of completed surveys (origin and destination for a license plate has been matched)

p = Estimated proportion of total traffic at the station with a particular destination

q = 1 – p

Z = normal variate for specified level of confidence

As a rule, when calculating accuracy the value for p is set to 0.5 which gives the largest value for the confidence interval (most conservative estimate). Z is often set at 1.96 for a 95% confidence or 1.645 for a 90% confidence.

In addition, in order to obtain the most conservative estimate of the confidence interval, the largest traffic volume of all three stations is used for the calculations. For Sunday, from **Table 13**, the largest traffic volume observed was 9,852. Using this traffic volume, the confidence interval is calculated as follows:

$$E = \frac{1.96}{9852} \times \sqrt{\frac{0.5 \times 0.5 \times 9852^3 - 0.5 \times 0.5 \times 9852^2}{810 \times (9852 - 1)}} = 3\% \text{ confidence interval in percent error}$$

This means that for the adjusted match of 1138 for the 7 AM to 7 PM period on Sunday, there is a 95% percent chance (confidence) that the true average of the number of vehicles is within ±3% of 1138.

4.3 Final O-D Results

The 95% confidence intervals for the adjusted license plate survey matches are provided in **Table 18** and **Table 19** for all vehicles on Sunday and Tuesday respectively.

Table 18: 12 Hour (7 AM to 7 PM) Adjusted License Plate Survey Matches for Sunday with 95% Confidence Intervals

Sunday Data Collection (all vehicles)		Destination Station			
		1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total Origins
Origin Station	1 (Hwy 17/6 Line)	1138 ± 3%	308 ± 6%	147 ± 9%	1593
	2 (Hwy 17/Trunk)	466 ± 5%	1784 ± 2%	318 ± 5%	2568
	3 (Int. Border)	166 ± 8%	310 ± 5%	916 ± 3%	1392
Total Destinations		1770	2402	1381	5553

Table 19: 12 Hour (7 AM to 7 PM) Adjusted License Plate Survey Matches for Tuesday with 95% Confidence Intervals

Tuesday Data Collection (all vehicles)		Destination Station			
		1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total Origins
Origin Station	1 (Hwy 17/6 Line)	2022 ± 2%	410 ± 5%	155 ± 8%	2587
	2 (Hwy 17/Trunk)	495 ± 4%	2775 ± 2%	305 ± 5%	3542
	3 (Int. Border)	164 ± 7%	315 ± 5%	1219 ± 3%	1698
Total Destinations		2681	3467	1679	7827

The adjusted truck license plate survey matches for Sunday with a 95% confidence interval is provided in **Table 20** and for Tuesday in **Table 21**.

Table 20: 12 Hour (7 AM to 7 PM) Adjusted License Plate Survey Matches for Sunday with 95% Confidence Intervals

Sunday Results for Trucks		Destination Station			
		1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total Origins
Origin Station	1 (Hwy 17/6 Line)	7 ± 57%	41 ± 21%	0 ± NA	48
	2 (Hwy 17/Trunk)	55 ± 19%	2 ± 98%	31 ± 25%	88
	3 (Int. Border)	0 ± NA	16 ± 35%	9 ± 49%	25
Total Destinations		62	59	40	161

Table 21: 12 Hour (7 AM to 7 PM) Adjusted License Plate Survey Matches for Tuesday with 95% Confidence Intervals

Tuesday Results for Trucks		Destination Station			
		1 (Hwy 17/6 Line)	2 (Hwy 17/ Trunk Road)	3 (Int. Border)	Total Origins
Origin Station	1 (Hwy 17/6 Line)	12 ± 31	44 ± 16	3 ± 57	59
	2 (Hwy 17/Trunk)	97 ± 11	68 ± 13	35 ± 18	200
	3 (Int. Border)	0 ± NA	27 ± 20	32 ± 18	59
Total Destinations		109	139	70	318

5. Sault Ste Marie By-Pass Discussion

5.1 O-D Summary

In order to understand the results of the O-D study, the data is further explained below for each survey station.

Station 1 – Highway 17/6 Line

The 12 hour traffic volume entering and leaving Sault Ste Marie (SSM) at station #1 are shown in **Table 22** below:

Table 22: Traffic volume (12 hr) entering and leaving Station 1 (Hwy. 17/6 Line)

	Sunday	Tuesday
Entering SSM	2739	3873
Leaving SSM	3074	4149

The O-D matches summarized in **Table 18** and **Table 19** previously include only the trips where a survey match was found at one of the three cordon stations around the City. Given that a certain volume of traffic entering the City is not captured leaving the City cordon (i.e. it had a destination within the City), the O-D can be presented as a 4x4 matrix with the 4th zone representing a destination “*elsewhere within the City*”. The O-D results for station 1 can therefore be represented as shown in **Table 23**:

Table 23: Distribution of Traffic from Station 1 (Hwy. 17/6 Line)

	Traffic from Station 1 to:				Total entering at Station 1
	Station 1 (Hwy 17/6 Line)	Station 2 (Hwy 17/Trunk Road)	Station 3 (International Border)	Elsewhere within the City	
Sunday	1138 * (42%)	308 (11%)	147 (5%)	1146 (42%)	2739 (100%)
Tuesday	2022 * (52%)	410 (11%)	155 (4%)	1286 (33%)	3873 (100%)

* These internal trips ‘zone 1 to 1’ includes traffic that went out of the City first and returned (53% on Sunday and 36% on Tuesday), as well as trips that came into the City first and exited later (47% on Sunday and 64% on Tuesday).

The table above shows that on Sunday, 42% of the traffic that entered the City during the 12 hour period had a destination somewhere within the City and did not reappear at one of the three survey stations. This number reduced to 33% on the Tuesday. The next largest number was the similar 42% that entered and left via Station 1 on the Sunday (52% on Tuesday).

The result suggests that only 455 (308+147) trips or 16% of trips that entered the City via station 1 on Sunday would likely use part of a new by-pass during this 12 hour period. Of these 455 vehicles, 41 (41+0) or 9% would be trucks.

The similar number on Tuesday would have been 565 trips (15%) of the vehicles entering via station 1 would likely use part of a new by-pass, of which 47 (or 8%) would be trucks.

Station 2 – Highway 17/Trunk Road

The busiest of the three stations, the 12 hour traffic volume entering and leaving Sault Ste Marie (SSM) at station #2 are shown in **Table 24** below:

Table 24: Traffic volume (12 hr) entering and leaving Station 2 (Hwy. 17/Trunk Road)

	Sunday	Tuesday
Traffic entering SSM at station 2	5214	5636
Traffic leaving SSM at station 2	4346	5559

Similar to that explained above for station 1, traffic entering the City and not captured leaving the City cordon can be presented in a 4x4 matrix with the 4th zone representing a destination “elsewhere within the City”. The O-D results for station 2 can therefore be represented as shown in **Table 25** following:

Table 25: Distribution of Traffic from Station 2 (Hwy. 17/Trunk Road)

	Traffic from Station 2 to:				Total entering at Station 1
	Station 1 (Hwy 17/6 Line)	Station 2 (Hwy 17/Trunk Road)	Station 3 (International Border)	Elsewhere within the City	
Sunday	466 (9%)	1784 * (34%)	318 (6%)	2646 (51%)	5214 (100%)
Tuesday	495 (9%)	2742 * (49%)	305 (5%)	2094 (37%)	5636 (100%)

* These internal trips ‘zone 2 to 2’ includes traffic that went out of the City first and returned (50% on Sunday and 38% on Tuesday), as well as trips that came into the City first and exited later (50% on Sunday and 62% on Tuesday).

The table above shows that on Sunday, 51% of the traffic that entered the City during the 12 hour period had a destination somewhere within the City and did not reappear at one of the three survey stations. This number reduced to 37% on the Tuesday. The next largest number was the 34% that entered and left via station 2 on the Sunday (49% on Tuesday). So this result suggests that only 784 (466+318) trips or 15% of trips that entered the City via station 2 on Sunday would likely use part of a new by-pass during this 12 hour period. Of these 784 trips, 86 (55+31) or 11% would be trucks.

The similar number on Tuesday would have been 800 (495+305) trips (14%) of the vehicles entering via station 2 would likely use part of a new by-pass, of which 132 (97+35) or 17% would be trucks.

Station 3 – International Border

The least busy of the three stations, the 12 hour traffic volume entering and leaving Sault Ste Marie (SSM) at station #3 are shown in **Table 26** below:

Table 26: Traffic volume (12 hr) entering and leaving Station 3 (International Border)

	Sunday	Tuesday
Traffic entering SSM at station 3	2514	2531
Traffic leaving SSM at station 3	2573	2727

Similar to that explained above for stations 1 and 2, traffic entering the City and not captured leaving the City cordon can be presented in a 4x4 matrix with the 4th zone representing a destination "elsewhere within the City". The O-D results for station 3 can therefore be represented as shown in **Table 27** following:

Table 27: Distribution of Traffic from Station 3 (International Border)

	Traffic from Station 3 to:				Total entering at Station 1
	Station 1 (Hwy 17/6 Line)	Station 2 (Hwy 17/Trunk Road)	Station 3 (International Border)	Elsewhere within the City	
Sunday	166 (7%)	310 (12%)	916 * (36%)	1122 (45%)	2514 (100%)
Tuesday	164 (7%)	315 (12%)	1219 * (48%)	833 (33%)	2531 (100%)

* These internal trips 'zone 3 to 3' includes traffic that went out of the City first and returned (90% on Sunday and 83% on Tuesday), as well as trips that came into the City first and exited later (10% on Sunday and 17% on Tuesday).

The table above shows that on Sunday, 45% of the traffic that entered the City during the 12 hour period had a destination somewhere within the City and did not reappear at one of the three survey stations. This number reduced to 33% on the Tuesday. The next largest number was the 36% that entered and left via station 3 on the Sunday (48% on Tuesday). So this result suggests that only 476 (166+310) trips or 19% of trips that entered the City via station 3 on Sunday would likely use part of a new by-pass during this 12 hour period. Of these 476 trips, 16 (16+0) or 3% would be trucks.

The similar number on Tuesday would have been 479 (164+315) trips (19%) of the vehicles entering via station 3 would likely use part of a new by-pass, of which 27 (27+0) or 6% would be trucks.

Potential By-Pass Usage

In summary, over a 12 hour period, those trips that entered the City via one of the three stations and left via a different one can be summarized so:

Sunday:- 455 (stn. 1) + 784 (stn. 2) + 476 (stn. 3) = 1715 vehicles (incl. 143 trucks or 8%)

Tuesday:- 565 (stn. 1) + 800 (stn. 2) + 479 (stn. 3) = 1844 vehicles (incl. 206 trucks or 11%)

These trip numbers represent about 16% of the total traffic entering the City at one of the 3 stations.

Therefore, subject to a suitable route alignment being constructed, approximately 1800 through vehicles (incl. approximately 10% trucks) on either day would potentially use part of a Sault Ste Marie by-pass.

A 12 hour to 24 hour expansion factor (1.16 for Sunday and 1.10 for Tuesday) was determined from the count data shown earlier in Table 8. This estimated by-pass usage of 1800 for the 12 hour survey would translate to a potential 24 hour usage of 1990 for Sunday and 2030 for Tuesday. It is assumed the truck percentage of users would remain the same at 8% and 11% respectively for Sunday and Tuesday.

However, these figures do not include those trips that entered the City at one of the stations and had a destination "elsewhere in the City"; many of these trips could also have used part of a by-pass, again dependent on the route alignment being considered.

Another element of potential usage for a by-pass would be trips that are entirely internal to the City that would benefit from a faster route bypassing current slower routes.

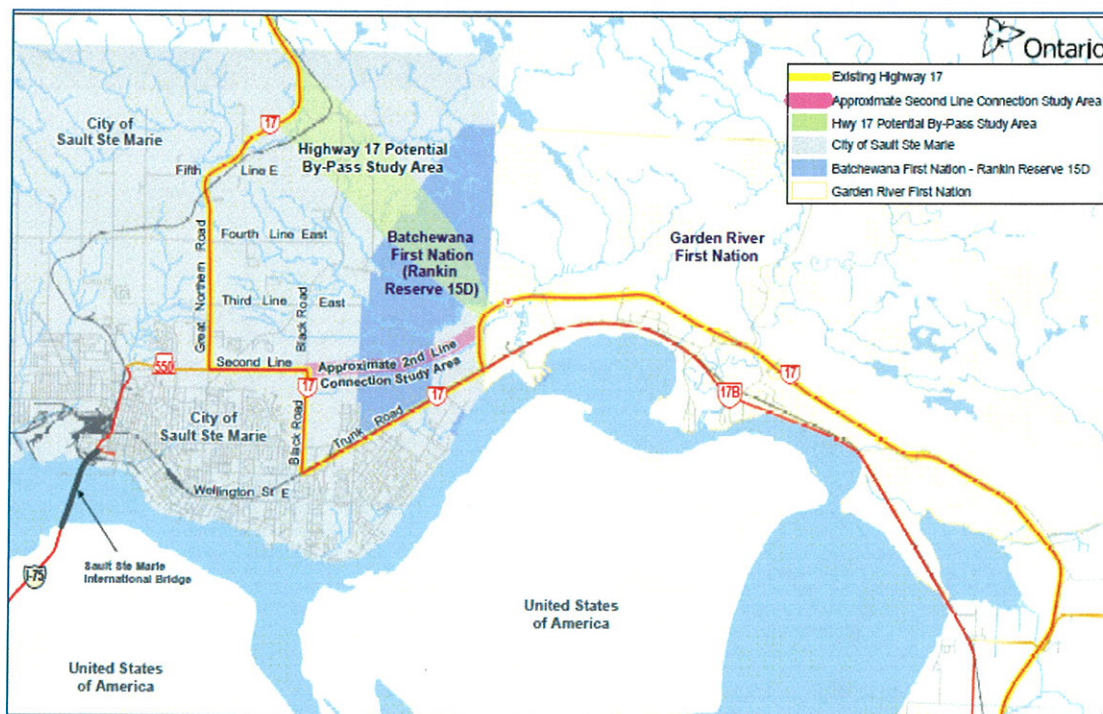
5.2 By-Pass Considerations

Prior to the construction of Carmen's Way about 10 years ago, traffic travelling east-west across the City (particularly those heading to and from the International Border) travelled through the downtown which was seen as incompatible with other functions intended for the downtown. With Carmen's Way providing a direct link between Second Line East and the International Border, a significant amount of traffic was removed from the downtown area.

Currently traffic travelling east-west across the City, between the International Border (or the west end of the City) and the east is via Carmen's Way, Second Line East and Highway 17. At the east end of the City, Highway 17 takes a significant jog in its alignment via Black Road.

The by-pass issue has two areas of consideration:

1. Highway 17 has an indirect connection with Second Line East with traffic having to travel 2 sides of a triangle via Black Road instead of a direct route; and
2. Second Line East is considered to be close to capacity particularly at the intersection with Highway 17 (Great Northern Road).



These two considerations are discussed in the next two sub-sections. Note this discussion is to be considered an overview only, a more detailed study is required to examine all the issues associated with the need, benefits (e.g. reduction in travel time, economic spin-offs) and impacts of any major road improvements.

5.3 Highway 17 Discontinuity

An east-west connection between Highway 17 to the east of the City and Second Line East is present but it is circuitous with Black Road providing a north-south connection between the two east-west roads. There are two considerations for considering capacity of the existing route; the first concerns the need to make turns at the Black Road/Trunk Road intersection. Traffic turning counts for this intersection were obtained from the City (the most recent count available was taken on July 20, 2006) and a SYNCHRO analysis was done for the AM and PM peak hours. A 100 second traffic signal cycle length was assumed and signal timing was optimized. The traffic operations results are summarized in below **Table 28**.

Table 28: Existing Traffic Conditions Intersection Operations (2006 Count)

Intersection & Movement	AM Peak Hour			PM Peak Hour		
	LOS	v/c	Control Delay (s)	LOS	v/c	Control Delay (s)
Black Rd at Trunk Rd.						
Overall	C		22.2	C		27.4
Eastbound left	C	0.26	21.0	C	0.51	26.9
Eastbound through and right	C	0.35	29.3	D	0.82	35.4
Westbound left	B	0.01	18.2	C	0.06	31.8
Westbound through	C	0.44	32.8	D	0.64	38.1
Westbound right	A	0.32	6.3	A	0.3.8	6.7
Northbound left	B	0.07	12.7	B	0.12	14.5
Northbound through and right	C	0.26	28.3	C	0.30	33.3
Southbound left	B	0.38	14.4	C	0.70	20.6
Southbound through	B	0.13	17.8	B	0.33	19.8
Southbound right	A	0.15	4.0	A	0.24	3.5

Based on this analysis for 2006 conditions, the intersection operates at an overall level of service “C” for both AM and PM peak periods. The worst individual turning movements operate a level of service “D” during PM peak period. Generally, the current traffic operations are acceptable. It is not clear exactly how traffic has changed over the last 7 years since the 2006 count.

The second consideration of capacity along the current through route is the capacity at the intersection of Second Line East and Great Northern Road. This intersection serves traffic travelling east-west across the City, particularly those heading to and from the International Border, and traffic continuing north along Great Northern Road (Highway 17). Great Northern Road also provides access to downtown Sault Ste. Marie to the south.

Traffic turning counts for this intersection were obtained from the City (the most recent count available was taken on June 13, 2011) and a SYNCHRO analysis was done for the AM and PM peak hours. Since no traffic signal timing information was provided, a 100s cycle length was assumed and signal timing optimization was applied. Based on the above information, the traffic operations results are summarized in below **Table 29**.

Table 29: Existing Traffic Conditions Intersection Operations (2011 Count)

Intersection & Movement	AM Peak Hour			PM Peak Hour			Mid-day Peak Hour		
	LOS	v/c	Control Delay (s)	LOS	v/c	Control Delay (s)	LOS	v/c	Control Delay (s)
Second Rd at Great Northern Rd.									
Overall	C		28.7	C		29.2	C		31.4
Eastbound left	C	0.75	32.3	D	0.88	48.3	D	0.92	48.0
Eastbound through	D	0.68	42.5	D	0.64	41.4	D	0.64	41.3
Eastbound right	A	0.40	8.0	A	0.28	8.6	B	0.30	13.0
Westbound left	C	0.42	20.2	C	0.65	29.9	D	0.86	40.0
Westbound through	D	0.79	47.3	D	0.58	40.0	D	0.60	40.5
Westbound right	A	0.28	8.6	A	0.25	9.0	A	0.19	9.9
Northbound left	D	0.86	52.4	D	0.84	43.3	E	0.87	67.7
Northbound through and right	B	0.38	17.8	B	0.40	15.6	C	0.57	21.3
Southbound left	C	0.68	34.2	D	0.77	45.4	E	0.86	65.6
Southbound through	B	0.38	18.6	C	0.61	25.4	C	0.57	21.4
Southbound right	A	0.25	3.1	A	0.35	4.4	A	0.34	3.3

Under the existing traffic conditions (2011 count), the intersection operates at an overall level of service "C" for all three peak periods. The worst individual turning movements operate a level of service "E" during mid-day peak period. Generally, the current traffic operations are acceptable; however, left turn traffic is becoming congested.

5.4 Development Trend

The population of Sault Ste Marie has shown the following trends presented in **Figure 14**.

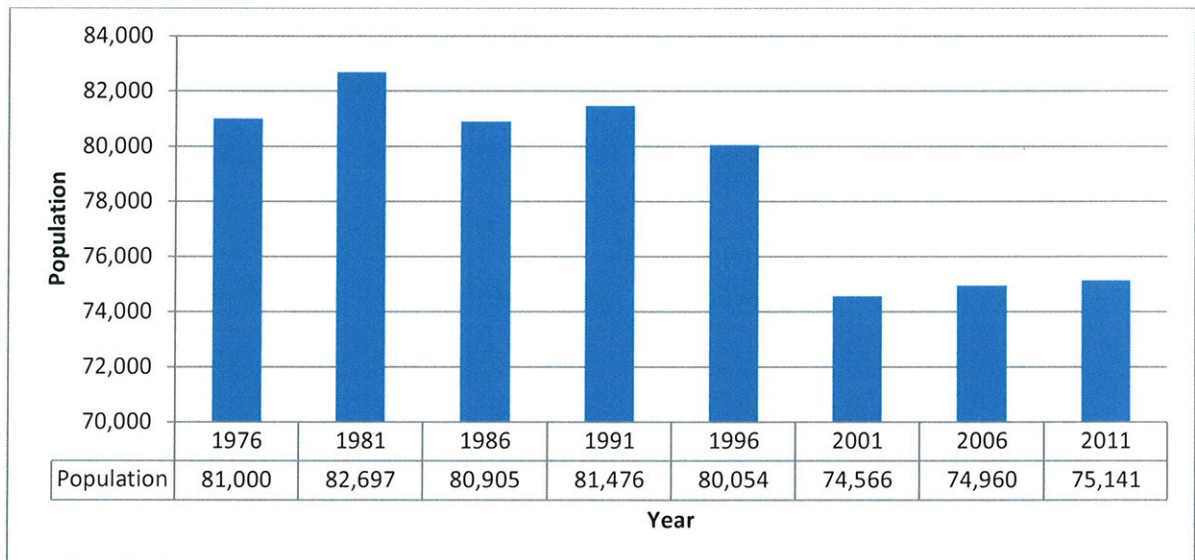


Figure 14: Population of Sault Ste Marie

As can be seen, the population peaked in 1981 and steadily reduced towards the end of the century but now appears to be showing minor growth since that time. Future trends in population are of course highly related to the state of local mining and industry as well as economic trade with the adjacent parts of the United States.

While the population has not shown any significant increase in recent years, the focus of development has changed in the last ten years. Since completing Carmen's Way which took a significant amount of through traffic out of the downtown and moved it to Second Line East, there is now a trend in development moving out of the downtown towards Second Line East also. As well as new development (Residential and commercial) a High School and the main Hospital have also been relocated from the downtown to just north of Second Line East. This has resulted in congestion starting to appear along the existing through route and particularly at the intersection of Second Line East and Great Northern Road. It is thought that traffic volumes have increased significantly since the 2008 volumes obtained from the City and that the intersection is beginning to operate close to capacity in the peak periods with a further worsening likely as development increases in the north end of the City. While additional turn lanes at the intersection could help, there are property constraints (gas stations) that do not easily allow such widening.

5.5 Traffic Trends

Traffic volumes and historical growth rates provided from the Ministry's Provincial Data Collection were available within the vicinity of Sault Ste Marie. This data provides some insight into historical and future traffic trends. Data from two data collection stations are summarized in **Table 30**.

Table 30: Provincial Data Collection Traffic Trends

LHRS	Station	Highway 17	2010 Yearly % Change in AADT	2001-2010 (10 Year) % Change in AADT	2001-2010 (10 Year) % Change in AADT (Annualized)
21300	575	50 km east of the SSM City Limits	0.0%	-4.0%	-0.40%
21350	595	North of the SSM City Limits	-0.7%	-7.6%	-0.76%

Based on the information provided by the Ministry, traffic trends in the area surrounding Sault Ste Marie have been declining for the ten years prior to 2010 (most current year of data available from the Ministry) at a rate of -0.40 to -0.76 percent per year.

Presently, the traffic at station 575 appears to be stabilizing with a yearly change from 2009 to 2010 at 0.0 percent, and the traffic at station 595 is declining less than the ten year average. Based on discussions with the Ministry, when analyzing future traffic operations for the 2053 horizon year an annual growth rate of 1.0 percent compounded annually was applied to the traffic volume data to represent potential growth and development for the Highway 17 corridor.

While the general traffic trends have been declining in recent years, commercial vehicle volumes (based on the 2006 Commercial Vehicle Survey) have been increasing and are projected to increase at a rate of approximately 2.85 percent per year to 2026. The Ministry provided projections and growth factors for the three survey stations which are summarized in **Table 31**.

Table 31: Commercial Vehicle Survey Results 2006 - 2026

Station	Growth Factor	2006 AADTT	2026 AADT
1 - Highway 17 (Great Northern Road)	1.59	821	1305
2 - Highway 17 at Trunk Road	1.50	334	500
3 - Sault Ste. Marie International Border Crossing	1.62	Not provided	Not provided

5.6 Future Traffic – 40 Year Horizon

Future traffic volumes for the 2053 horizon year were analyzed in order to determine if the existing capacity of the two critical intersections noted above and key road sections along Highway 17 can sufficiently accommodate future traffic demand. Additionally, the three origin-destination survey locations were also analyzed to determine if they had sufficient capacity available.

5.6.1 Intersections

Based on the intersections noted above in **Section 5.3**, existing traffic volumes were projected and analyzed for the 2053 horizon year. Again a 100s cycle length was assumed and signal timing optimization applied. Based on above information, the traffic operations results are summarized in below **Table 32** and **Table 33**.

Table 32: Future Traffic Conditions Intersection Operations (2053 Horizon)

Intersection & Movement	AM Peak Hour			PM Peak Hour		
	LOS	v/c	Control Delay (s)	LOS	v/c	Control Delay (s)
Black Rd at Trunk Rd.						
Overall	C	0.66	30.9	F	1.28	106.5
Eastbound left	C	0.58	31.2	F	1.15	132.6
Eastbound through and right	C	0.55	32.0	F	1.25	148.0
Westbound left	C	0.03	23.5	C	0.10	30.0
Westbound through	D	0.71	38.2	D	0.91	49.6
Westbound right	C	0.17	29.5	C	0.21	29.3
Northbound left	C	0.17	29.3	C	0.23	29.5
Northbound through and right	D	0.58	41.7	D	0.47	38.0
Southbound left	C	0.69	23.4	F	1.37	198.4
Southbound through	B	0.22	19.2	C	0.55	24.7
Southbound right	B	0.11	18.0	B	0.20	19.1

Based on this analysis for 2053 conditions, the intersection operates at an overall level of service "F" during the PM peak period. The individual turning movements operate a level of service "F" during PM peak period. Overall, the future traffic operations for the 2053 horizon year are unacceptable.

Table 33: Future Traffic Conditions Intersection Operations (2053 Horizon)

Intersection & Movement	AM Peak Hour			PM Peak Hour			Midday Peak Hour		
	LOS	v/c	Control Delay (s)	LOS	v/c	Control Delay (s)	LOS	v/c	Control Delay (s)
Second Rd at Great Northern Rd.									
Overall	F	1.70	119.9	F	1.86	140.1	F	2.53	198.8
Eastbound left	F	1.85	426.5	F	2.04	511.8	F	2.27	612.3
Eastbound through	F	1.03	81.6	D	0.88	51.3	E	0.97	66.1
Eastbound right	D	0.63	46.1	C	0.21	33.3	D	0.51	41.5
Westbound left	F	1.12	123.5	F	1.66	347.5	F	2.07	522.5
Westbound through	F	1.20	144.1	D	0.88	53.9	E	0.92	57.7
Westbound right	D	0.22	35.1	D	0.26	35.8	D	0.26	35.7
Northbound left	F	1.71	358.4	F	1.90	447.3	F	2.86	891.5
Northbound through and right	B	0.48	15.2	B	0.57	16.5	C	0.76	22.2
Southbound left	F	1.31	189.2	F	1.76	392.5	F	2.70	822.2
Southbound through	B	0.50	15.4	C	0.86	31.7	C	0.76	22.2
Southbound right	B	0.20	12.4	C	0.39	20.6	B	0.36	15.5

Similarly for the Second Line/Great Northern intersection, under projected future traffic conditions, the intersection operates at an overall level of service “F” during all peak periods. The individual turning movements operate a level of service “F” during all peak periods. Overall, the future traffic operations for the 2053 horizon year are unacceptable.

An additional high level investigation was conducted in order to have a general understanding when the operations of these intersections reach a critical threshold and begin to experience unacceptable levels of service. For both intersections, the investigation found that the 20 year horizon (i.e. following 20% growth above existing volumes) was the point where the overall volumes to capacity ratios approach the critical threshold of 1.0 leading to unacceptable levels of service. This analysis was conducted utilizing the same assumptions as the existing and future horizons and did not consider any geometric improvements.

5.6.2 Road Segments

Future traffic conditions during the critical PM peak period for the three origin-destination survey locations were also analyzed to determine if sufficient capacity is available along these corridors. Existing traffic volumes for these sections obtained from automatic traffic recorder counts (ATR) counts (July 6, 2013 – July 13, 2013) were projected at a rate of 1.0 percent compounded annually and a HCS analysis was done for the AM and PM peak hours. **Table 34** provides a summary of existing and future traffic volumes and anticipated operational results.

Table 34: Future Traffic Conditions Road Segments Operations (2053 Horizon)

Location	Existing Traffic Volumes		Existing Overall Operations		Future Traffic Volumes		Future Overall Operations	
	Direction 1	Direction 2	LOS	V/C	Direction 1	Direction 2	LOS	V/C
1 - Highway 17 (Great Northern Road)	713(NB)	371 (SB)	D	0.49	1062 (NB)	552 (SB)	E	0.74
2 - Highway 17 at Trunk Road	783 (EB)	495 (WB)	A (EB) A (WB)	-	1166 (EB)	737 (WB)	B (EB) A (WB)	-
3 - Sault Ste. Marie International Border Crossing	256 (In)	334 (Out)	D	0.21	381 (In)	497 (Out)	D	0.31

Based on this analysis for the 2053 future traffic conditions, all of the road segments operate at an acceptable level of service and have sufficient capacity available. However, it should be noted that the HCS analysis for links is not necessarily applicable for these areas given their proximity to traffic signals which ultimately dictates capacity more than the link itself.

Appendix A – Survey Field Report

Friday, August 02, 2013

Dan Stala
Traffic Project Specialist
Ministry of Transportation, Northeastern Region
447 McKeown Ave.
North Bay, Ontario, P1B 9S9

Dear: Mr. Dan Stala

Re: Origin-Destination Study – Sault Ste. Marie: Survey Operations Field Report

Introduction

CIMA conducted an Origin-Destination (OD) Survey on two separate days: Sunday, July 7, and Tuesday, July 9, 2013, in Sault Ste. Marie (the City). The survey was intended to span 7:00 a.m. to 7:00 p.m. on both survey days.

The origin-destination patterns of traffic were to be determined by capturing (by video) and matching licence plate numbers of vehicles entering and leaving the City at three survey stations. Volume and classification information of vehicular traffic at the three survey stations was collected at the same time. The three survey stations were selected to represent the main entry/exit points to the City:

1. Great Northern Road 0.5 km north of 6th Line Road;
2. Trunk Road (Highway 17) 0.2 km west of Highway 17 B; and
3. the Sault Ste. Marie International Border.

CIMA utilized data collection camera units (infrared License Plate Recognition (LPR) cameras) to record the licence plates of vehicles passing the access points. The traffic counting firm Ontario Traffic Inc. (OTI) was engaged to install Automatic Traffic Recorders (ATRs) in the immediate vicinity of the survey stations and also connected automatic counters to three nearby permanent MTO Inventory Count Stations (ICS) to record vehicular traffic volume and classification data.

This report documents the field survey aspects of the overall study.

Pre-Survey Activities

In the early stages of planning the survey, CIMA made contact with the following organizations to inform them of the survey and to ensure they had no concerns especially as it related to traffic control and disruption to traffic:

- City of Sault Ste Marie (SSM) – Don Elliot, Director of Engineering Services;
- International Bridge Administration (IBA) – Phil Becker, General Manager;
- Canadian Border Services Agency – Craig Morrison; and

- Sault Ste Marie Police – Sergeant Ray Magnan.

The siting of survey station #3 at the International Border Crossing was particularly sensitive; permission from the IBA was obtained prior to proceeding with the survey. The IBA and the City requested a copy of the survey results once the study was complete.

Prior to the survey, CIMA met with Ontario Ministry of Transportation (MTO) staff in Sault Ste. Marie to review the survey station locations and ensure they were being located safely as well as effectively.

Once the data collection locations were agreed upon, CIMA designed the survey station set-up. The survey site design consisted of identifying where each data collection unit would be positioned, as well as temporary traffic control configuration based on Ontario Traffic Manual (OTM) Book 7 - Temporary Conditions.

Traffic Control Plans

Given the type of LPR cameras used, each travel lane required one camera, and given the required camera angles, it was most advantageous to position the cameras on the roadside immediately adjacent to the lane being captured.

Traffic control plans were submitted to MTO staff for review in a letter dated June 21, 2013 and amended by a second letter dated July 2, 2013. The configurations were approved by MTO staff.

Site 1: Great Northern Road, about 6th Line

The data collection units were to be mounted on the east and west roadside shoulders, each having TL-6 traffic cones and a short duration warning sign configuration.

Site 2: Trans Canada Highway 17 (Trunk Road), about Highway 17B

Site #2 involved a 5-lane road cross-section; in order to effectively capture the license plate numbers using the cameras, 3 lanes had to be taken out of service so that vehicles were funnelled into one lane in each direction with the camera focused on that lane. This survey station was also complicated by the fact that there are a number of driveway access points in the vicinity of the desired survey location. The traffic control design for this survey station included the closure of the middle 3 lanes using traffic barrels, lane ending signs and temporary construction warning signs while ensuring that all driveways were accessible by adjacent residents and businesses.

Site 3: Highway 17B, about the International Border Crossing

The survey station at the Sault Ste. Marie International crossing was located on the west side of the International Border Crossing; ~330 meters west of Huron Street. The cameras were to be mounted on the grassy boulevard area off of the roadway, and therefore a Temporary Work Zone Layout was not needed. A surveyor ahead warning sign was used upstream of the station.

Equipment

In order to determine the desired set-up for the cameras, CIMA staff attended two training sessions (one via video-conference and one at the Miovision office) on the setup and functionality of the LPR

cameras with the manufacturer, Miovision. This task was essential to the design of the survey to ensure the data would be captured correctly and to ensure accuracy during the data post-processing phase.

CIMA rented six (6) data collection units, each of which consisted of an LPR camera, hard drive, battery unit, tripod and mast-arm mounting system. CIMA also rented temporary traffic control devices, including traffic signs, barrels, and cones, for our traffic control setups. A cargo van was rented for transport of the above-noted items including two site staff from our Burlington office to Sault Ste. Marie. A car was also rented in Sault Ste Marie to enable both site staff to move from one site to another.

ATR Set-Up

On Saturday, July 6, the day prior to the survey, CIMA met with Ontario Traffic Inc. (OTI), in Sault Ste. Marie, in order to locate the exact traffic count stations at each survey site. The ATRs were set up as close to the cameras as possible. The ATRs were used to collect observed traffic volume and classification information for a one-week period; Saturday, July 6, through Saturday, July 13, which included the two survey days. At MTO's request, OTI also recorded traffic volumes at three of their permanent ICSs; stations #595 (LHRS 21350 O/S 12.7), #592 (LHRS 21329 O/S 14.5), and #125 (LHRS 23010 O/S 6.6).

The Survey

Survey Set-Up

On the Sunday (July 7) and Tuesday (July 9) mornings, CIMA staff setup the LPR cameras at each site. The cameras were mounted on the roadside and positioned to capture licence plates of pass-by vehicular traffic on the adjacent active travel lanes. For each site CIMA installed the approved temporary traffic control devices as noted above. On both survey days, the temporary traffic control configuration was verified in the field by MTO contractors. Photographs of the survey station set-ups are shown on the following pages.

Site #1: Great Northern Road 0.5 km north of 6th Line Road



Northbound Approach (View North)



Northbound Camera



Southbound Approach (View South)



Southbound Camera

As illustrated above, the LPR cameras were mounted on the gravel roadside, laterally beyond the paved shoulder. The cameras were positioned across the road from each other. As per the temporary conditions traffic control configuration, for both northbound and southbound directions, traffic cones were positioned tapering from the LPR cameras at a longitudinally-spaced interval of 10 metres, and Temporary Road Work Signs were mounted 60 metres in advance of the furthest-upstream traffic cone.

The ATR was positioned approximately 160 metres north of the LPR cameras. The MTO ICS station #595 (LHRS 21350 O/S 12.7) was approximately 450 metres north of the LPR cameras.

Site #2: Trunk Road (Highway 17) 0.2 km west of Highway 17 B



Eastbound Approach (View East)



Eastbound Camera



Westbound Approach (View West)



Westbound Camera

As illustrated above, the LPR cameras were mounted off-road to a hydro pole and a steel beam guide rail. The cameras were positioned across the road from each other. As per CIMA's approved temporary conditions traffic control configuration, signage and traffic barrels were used to close the middle three lanes in the vicinity of the LPR cameras. Temporary Road Work Signs were mounted 60 metres in advance of the lane closure configuration.

The ATR was positioned at the west end of the lane closure configuration which was approximately 100 metres west of the LPR cameras. MTO ICS stations #592 (LHRS 21329 O/S 14.5) was approximately 1.5 kilometres north/east of the LPR camera along Highway 17, and #125 (LHRS 23010 O/S 6.6) was approximately 10.6 kilometres east of the LPR cameras along Highway 17 B.

Site #3: The Sault Ste. Marie International Bridge



Eastbound Approach (View East)



Eastbound Camera



Westbound Approach (View West)



Westbound Camera

As illustrated above, the LPR cameras were mounted on the roadside to luminaire poles. The cameras were positioned across the road from each other. Given the low speed of traffic on the bridge and the presence of barrier curb and gutter, temporary conditions traffic control devices were not required. The International Bridge Administration management was informed when CIMA staff were working at this particular site.

The ATR was positioned between the LPR cameras. There were no MTO ICS stations in the immediate vicinity of this station.

Survey Conduct

The cameras performed well for the two survey days except for a two-hour period at the start of the survey on Sunday July 7. Due to a technical issue with one of the cameras at Site #2 (Highway 17) in the westbound direction (City in-bound), data was lost between the hours of 7:00 a.m. and 9:09 a.m. In order to compensate for the loss of 2 hours worth of data, the cameras were left out until 8:00 pm on that particular day ensuring at least 11 hours of continuous data collection.

While troubleshooting the aforementioned technical issue, the temporary traffic control configuration was setup only partially, between the hours of 7:00 a.m. and 8:30 a.m.; however, traffic was safely funneled into the curb lane for this period of time. The temporary traffic control configuration was fully setup by 9:00 a.m.

Once the cameras and temporary traffic control devices were in place, the cameras were simply left to operate throughout the day. While batteries and data storage was expected (and found) to be adequate without changes during the day, as a matter of insurance, CIMA staff travelled from station to station throughout most of the day to ensure the equipment was working properly and that the temporary traffic control devices remained in place.

No vehicular or pedestrian incidences occurred at or near the survey stations throughout the entire extent of the survey period.

Survey End

At the end of each survey day, the cameras and associated equipment were disassembled and the temporary traffic control devices removed.

Conclusion

Overall, the survey was considered to be a success and valuable lessons were learned in the application of a fairly new high-tech.

If you have any questions please do not hesitate to contact the undersigned.

CIMA



Stephen Keen, M.Sc., P.Eng.
Director, Transportation Planning
Transportation

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Burlington, ON
L7N 3G7

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Ministry of Infrastructure

Ministère de l'Infrastructure

Ministry of
Transportation

Ministère des
Transports

Office of the Minister

Bureau du ministre

Ferguson Block, 3rd Floor
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Toronto, Ontario
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416-327-9200
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www.mto.gov.on.ca

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www.mto.gov.on.ca



APR 23 2014

M2014-1161

Her Worship Debbie Amaroso
Mayor
City of Sault Ste. Marie
Civic Centre, PO Box 580
Sault Ste. Marie ON P6A 5N1

RECEIVED
APR 29 2014
MAYOR'S OFFICE

Dear Mayor Amaroso,

Thank you for your letter regarding your interest in the Northern Ontario Multimodal Transportation Strategy (NOMTS) and infrastructure funding for cities. I appreciate the opportunity to respond.

I want to assure you that our government is committed to ensuring that northern communities and industries benefit from an economically viable, efficient and sustainable transportation system and I appreciate your interest in the NOMTS initiative.

The NOMTS Study is a key implementation initiative of the Growth Plan for Northern Ontario and will identify improvements for the transportation system. The Ministry of Transportation in partnership with the Ministry of Northern Development and Mines has been consulting extensively across northern Ontario to identify current and future transportation needs in the north, as part of this initiative.

The strategy is being developed through analytical studies and consultation with a wide range of stakeholders. Sault Ste. Marie broadly is well represented on the Technical Advisory Committee (TAC). Specifically the TAC includes representatives from Sault Ste. Marie's Economic Development Corporation and Chamber of Commerce, as well as the International Bridge Authority and Essar Steel Algoma. I have also requested MTO staff to review the TAC membership and extend an invitation to city staff through your CAO's office as appropriate.

The study team has learned first-hand about the strategic priorities of Sault Ste. Marie through a November 2012 special visit to your city and meeting with the city's Transportation Infrastructure Committee along with other development stakeholders. This meeting was followed by a presentation on the proposed deep water port. The team will continue to consider these priorities as we move forward on strategy development.

.../2

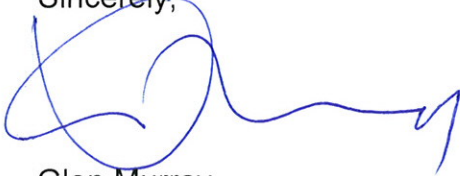
- 2 -

We have completed two of the three technical studies that will inform the strategy and have shared the results from these studies with the TAC members. We are currently working on initiating the third study which will develop the strategy. The final strategy is targeted for completion in 2016, but I assure you that as part of this work, we plan to identify opportunities for early actions that can be undertaken throughout the study process.

Regarding your enquiry on the Small, Rural and Northern Municipal Infrastructure Fund, please visit www.ontario.ca/municipalinfrastructure for more information.

Thank you once again for sharing your interest in the Northern Ontario Multimodal Transportation Strategy.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'G' followed by a horizontal line and a small upward stroke at the end.

Glen Murray
Minister

DEBBIE AMAROSO
MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

December 12th, 2013

The Honourable Glen Murray
Ministry of Infrastructure
900 Bay Street, 5th Floor
Mowat Block
Toronto, Ontario
M7A 1C2

Dear Minister Murray,

It was a pleasure to meet with you briefly at Northern Leaders Forum in Timmins on December 6, 2013. I thoroughly enjoyed your presentation, and as a result of the subject matter, I felt it appropriate to formally follow up on two key issues which are of great interest and importance to Sault Ste. Marie; the Multi Modal Strategy and the announcement of a new program providing infrastructure funding for cities with a population of 50,000-125,000.

You indicated you were nearing the end of the consultation phase for the proposed Multi Modal Strategy. My question, Minister, is do you have an anticipated date for the completion of the strategy? Additionally you discussed a Technical Advisory Committee (TAC). If my memory serves me correctly, this was to be established to ensure optimal implementation of the strategy. Appropriate City Staff are eager to participate in this type of committee so they may lend their high level of expertise and experience. Would you provide some information regarding the committee constitution and what opportunities exist for participating given our strong expertise in this area? Minister, I am sure you may recall the significant studies our community has completed that enables Sault Ste. Marie to capitalize on our strategic location; on the Great Lakes and in close proximity to the United States market.

Appropriate City Staff and/or I are eager to participate in any level of consultation, in particular on the previously discussed Technical Advisory Committee (TAC) to ensure appropriate supports are directed to Sault Ste. Marie, and ultimately to better our provincial roadways. I have no doubt we can offer an exceptional level of expertise in this area, and I look forward to the future of the Multi Modal Strategy.

I was very appreciative of your comments surrounding Sault Ste. Marie's concerns about the loss of Connecting Link funding. Our community has approximately 28 km of provincially significant roadways. You fully appreciate the impact the loss of this funding has. Therefore, it was exciting to listen to you announce a program which will benefit communities with a population of 50,000 to 125,000. I respectfully request further information on how to access this fund, as we have many outstanding projects needing financial assistance.

Thank you for your attention to these matters, Minister. As previously mentioned, City Staff or I would be happy to participate in any level of consultation or in any way possible. Please contact Renee Wysynski, Assistant to the Mayor at 705-759-5344 or by e-mail at r.wysynski@cityssm.on.ca to coordinate or to reach me by phone.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debbie Amaroso".

Debbie Amaroso
MAYOR



Canada's D-Day Tribute Campaign

Overview

On 6 June 1944, 14,000 Canadians took part in the Allied invasion of Normandy, France that would eventually lead to an overall Allied Victory in European theatres of war. It would become known to history as D-Day. The Canadian Armed Forces suffered 5,500 casualties during the Normandy campaign; 359 Canadians lost their lives on Juno Beach on the first day.

Throughout 2014, the Juno Beach Centre will commemorate the 70th anniversary of the D-Day Landings. It is a rare opportunity to draw special attention to the Canadian veterans who participated in the Normandy Campaign, especially those who lost their lives on 6 June 1944. A Special Tribute Campaign will run from June to November in an effort to commemorate those sacrifices, offering a means for all Canadians to take part in an act of Remembrance. 359 markers will be temporarily installed at the Centre in Normandy – one for every Canadian killed in action on D-Day. The goal of Canada's D-Day Tribute Campaign is to raise \$300,000 for the Juno Beach Centre. The funds raised through the sponsorship of the tribute markers will help to pave the way for future commemoration and educational programming by the Juno Beach Centre.

What is it?

The Tribute Campaign is an effort organized by the Juno Beach Centre Association in Canada to honour those Canadians who fought and died on D-Day.

Our goal is to establish a temporary field of 359 tribute markers – one for every Canadian killed in action on D-Day – on the grounds of the Juno Beach Centre. The amassed tributes will create a moving display, emphasizing the gravity of Canada's sacrifice. The individual tributes will consist of a stylized marker, standing about a metre tall, embossed with a maple leaf. Each one will feature a plaque providing biographical information about the soldier it represents, as well as the sponsoring community, organization, or individual. The plaques will also feature an interactive QR code that visitors can scan with their smart phones to see photos of the soldiers, learn about their lives, as well as learn where and how they fell on D-Day.

The tributes will be installed in advance of the 70th anniversary in June 2014, and will remain on public display until November 11, 2014 as a memorial throughout the anniversary at the Centre.

How can you get involved?

The 359 Canadians who fell on D-Day and the thousands more who were killed throughout the Battle of Normandy were from communities all across Canada. The Tribute Campaign aims to give Canadians the opportunity to recognize their nation's contributions and engage in an Act of Remembrance by supporting the Juno Beach Centre.

There are two ways to get involved:

➤ **Sponsor a Tribute**

Individual D-Day Tributes can be sponsored for a minimum of \$500. Each sponsor will receive a tax receipt for their donation, as well as recognition on the marker itself and on the Juno Beach Centre's website. Sponsors will also receive a package of information about their sponsored soldier, profiling the work of the Lest We Forget program. For an additional \$150, sponsors can receive a replica of their tribute's plaque.

Round up support in your family, community or group to sponsor a tribute - contact the JBCA for details!

➤ **Make an Individual Donation**

Canadians from coast-to-coast can participate in an Act of Remembrance this year by contributing to the campaign. Individual donors will have the chance to send a message of thanks that will be placed on the website and printed in a book of remembrance at the Juno Beach Centre in Normandy. Donations can also be made in the name of a veteran or family member and every donor will be recognized on our website. Contributors will receive a tax receipt for their donation (minimum \$25).

Why are we doing it?

The Juno Beach Centre's mandate is to remember and commemorate the sacrifices made by all Canadians during the Second World War and to educate current and future generations about the role of Canada in preserving the freedoms we are privileged to enjoy today. This campaign aims to raise awareness of the role Canada played in the D-Day landings and to honour those who lost their lives. The goal of Canada's D-Day Tribute campaign is to raise \$300,000 to support the Juno Beach Centre's programming and capital costs. The funds raised will not only ensure the placement of the Tributes in time for the 70th anniversary of D-Day, but will help to pave the way for future commemoration and education efforts by the Juno Beach Centre.

What will the funds be used for?

- Establishing a bursary program for Canadian students to encourage post-secondary education in Canadian History
- Development of Juno Park and the Atlantic Wall remnants
- To continue the Juno Beach Centre's educational outreach to Canadian students and educators.

About the Juno Beach Centre in France and Canada

The Juno Beach Centre is the only Canadian-run museum and memorial in Normandy, paying homage to the nearly 45,000 Canadians who died during the Second World War. It was established by veterans in 2003 as a permanent memorial to all the Canadians who fought in the Second World War with a vision to preserve this legacy for future generations through education. At the same time, it showcases Canada today and allows visitors from all over the world to learn more about Canadian values and culture.

In addition to operating the Centre in Normandy, the Juno Beach Centre Association in Canada works actively with veteran organizations and young Canadians to promote awareness of Canadian history and the memory of Canada's contributions in the Second World War. Programming in Canada is dedicated to realizing a mandate of educating Canadian youth about the role of Canada in preserving the freedoms we enjoy today. An annual professional development tour for history teachers, a bursary program for students, the digitization of Second World War records, and other related programs are just a part of the on-going initiatives in Canada.

Our Programming

➤ The Juno Beach Centre Professional Development Tour

Since 2004, the Juno Beach Centre Association has subsidized over 300 educators from all across Canada to participate in its annual professional development program for teachers with a passion for Canadian military history. The 10-day tour includes Vimy Ridge, Beaumont-Hamel, Dieppe, as well as historical sites in Normandy including the Juno Beach Centre, Omaha Beach, and Arromanches, with a Remembrance Service at the Bretteville Canadian War Cemetery where 2,500 Canadians are buried. Educators gain a firsthand knowledge of Canada's military history, an experience they pass onto their students in the classroom. They are also educated on how to organize and fundraise to bring their students back to Europe for their own unique experience. 2014 will mark the 10th anniversary of this powerful program and the Juno Beach Centre is currently in the process of identifying a lead sponsor for the program. The program presents an ideal scenario for a corporate brand looking to reach Canada's education community, with a number of recognition opportunities available.

➤ The Juno Beach Centre Bursary Fund

In 2014, the Juno Beach Centre Association is launching a new national bursary program designed to support Canadian secondary school students aspiring to pursue post-secondary studies in the field of Canadian History. Bursaries will be awarded to students who exhibit excellence in their academic work and historical research skills. The qualifying students will receive \$5,000 to fund post-secondary education, as well as a trip to Europe to visit Canadian battlefield sites from the First and Second World Wars. The goal of this bursary program is to foster a greater appreciation for Canada's military history among younger generations and encourage youth to pursue studies in the field.

➤ Development of New Public Bunkers at the Centre

Juno Park, the area spanning the front of the Centre, is home to a large stretch of remnants of the German Atlantic Wall fortifications and was a major strong point in the German defence zone between 1942 and 1944. It is estimated that over 30 concrete fortifications are buried in the sand between the Centre and the beach. This system of bunkers, tunnels, ammunition stores, and pillboxes shed a light on the German occupation of Normandy and also tell the story of how the allies, mainly the Canadians, were able to push them back from the wall. The physical traces left by the German Occupation, the construction of the Atlantic Wall and the D-Day Landings make up a cultural heritage worth preserving. With the 70th anniversary of D-Day approaching, the Juno Beach Centre is working hard to have a section of the fortifications open to the public and integrated into the guided tours of Juno Park in time for the commemorations in 2014.

RANK	NAME	HOMETOWN	PROVINCE	REGIMENT	AGE	SERVICENUMBER
Trooper	Moore, Robert Frederick	Calgary	AB	1st Hussars	23	L36499
Private	Cooper, Robert Neville	Calgary	AB	Canadian Scottish	22	M11786
Sergeant	Modderman, Peter Jacob Martinus	Cardston	AB	1st CDN Parachute Battalion	31	M103553
Private	McCormack, Adolph M.	Carseland	AB	Canadian Scottish	22	M104637
Rifleman	Proulx, Roland Joseph	Edmonton	AB	Regina Rifle Regiment	24	M31557
Private	Huser, Sigurd Norman	Fort Lake	AB	Canadian Scottish	21	M106830
Gunner	Robinson, John Franklin	Gleichen	AB	Royal Cdn Artillery - 13 Field Regiment	21	M100165
Lance Corporal	Thieme, John Percy	Holden	AB	Canadian Scottish	21	M66554
Rifleman	Braaten, Bert Julian	North Star	AB	Regina Rifle Regiment	27	M31743
Private	Evans, Clayton Harold	Notikewin	AB	Canadian Scottish	25	M12069
Private	Osborne, Lawrence	Pipestone Creek	AB	Canadian Scottish	25	M38504
Private	McLaughlin, Willford Leroy	Ranch	AB	Canadian Scottish	32	M104857
Rifleman	Branton, Gordon	Sunnybrooke	AB	Regina Rifle Regiment	24	M30869
Private	Ware, Edward	Wainwright	AB	Royal CDN Army Med. Corps	25	M100390
Lieutenant	Radcliff, Francis Gordon	Chemainus	BC	Canadian Scottish	34	122
Trooper	Sinclair, Earl Stanley	Enderby	BC	1st Hussars	23	L54814
Sapper	Brewer, Ronald Norman	Fernie	BC	Royal Canadian Engineers	22	K83957
Flying Officer	Anderson, James Kennedy	Hollyburn	BC	RCAF	24	J23749
Corporal	Ritchie, William George	Kelowna	BC	Canadian Scottish	22	K54030
Private	Jenkinson, Leslie Dalton	Michel	BC	Canadian Scottish	18	K36058
Private	Garcia, Victor Russell Douglas	North Vancouver	BC	Canadian Scottish	21	K65056
Rifleman	Rossland, John Albert	North Vancouver	BC	Royal Winnipeg Rifles	28	K66591
Trooper	Hilliard, Donald Brock	Penticton	BC	Fort Garry Horse	21	K69438
Flying Officer	McCutcheon, William Robert	Summerland	BC	RCAF	29	J37150
Private	David, Wilfred Harold	Tilley	BC	Canadian Scottish	20	M106978
Trooper	Taylor, Allen Hamilton	Vancouver	BC	1st Hussars	28	B62947
Private	Anglin, James Albert Edward	Vancouver	BC	Canadian Scottish	41	K69442
Private	Cameron, Ronald Veldon	Vancouver	BC	Canadian Scottish	23	K48231
Private	MacPherson, Neil James	Vancouver	BC	Canadian Scottish	21	K69886
Private	Stewart, John Earnest	Vancouver	BC	Canadian Scottish	48	K70082
Rifleman	Bolan, Morris Vaughn	Vancouver	BC	Regina Rifle Regiment	26	L27817
Lance Corporal	Ferguson, John Thomas Kellington	Vancouver	BC	Royal Canadian Engineers	31	K73076
Sapper	Martin, Alfred James Leslie	Vancouver	BC	Royal Canadian Engineers	35	K75229
Rifleman	Carufell, George Joseph	Vancouver	BC	Royal Winnipeg Rifles	36	H41550
Lan	Finnie, Andrew James	Vanderhoof	BC	Canadian Scottish	31	K63098
Private	Boothby, Edwin Douglas	Victoria	BC	Canadian Scottish	22	K57678
Corporal	Parr, John William Wilton McDonnell	Victoria	BC	Canadian Scottish	22	K85397
Private	Eckman, August John	Wildwood Heights	BC	Canadian Scottish	29	K50763
Trooper	Lismore, Hugh Hjalmar Michael	Havana	Cuba	1st Hussars	21	B61227
Private	Bouchard, Arthur		ENG	Regt de la Chaudiere	28	C70348
Rifleman	Genaille, Phillip Alfred	Beaconia	MB	Royal Winnipeg Rifles	26	H100967

Rifleman	Dean, Melvin John	Birch River	MB	Regina Rifle Regiment	24	H6975
Trooper	McLeod, Donald Colin	Blackdale	MB	Fort Garry Horse	24	H26571
Corporal	Munroe, Hugh Archibald	Brandon	MB	Regina Rifle Regiment	24	H17414
Corporal	Klos, Walter John	Brandon	MB	Royal Winnipeg Rifles	26	H41048
Rifleman	Roussin, Henry	Dauphin	MB	Royal Winnipeg Rifles	25	H42069
Rifleman	Pangman, William	Duck Bay	MB	Royal Winnipeg Rifles	24	H41890
Lance Corporal	Stevenson, Robert J.	Franklin	MB	Fort Garry Horse	26	H26783
Rifleman	Harkness, Gilbert Herbert Laverne	Grandview	MB	Royal Winnipeg Rifles	20	H10567
Rifleman	Setlak, Joseph	Hadashville	MB	Royal Winnipeg Rifles	21	H41952
Rifleman	Zastre, Phillippe	Headingley	MB	Royal Winnipeg Rifles	23	H41546
Sergeant	Murphy, Mervyn Lloyd	Kelwood	MB	Fort Garry Horse	27	H26394
Lance Corporal	Reekie, Arthur Robert	Killarney	MB	Royal Winnipeg Rifles	26	H41019
Sapper	Sawdon, James Ernest	Kirkfield Park	MB	Royal Canadian Engineers	22	H39159
Rifleman	Vanlergerghe, Joseph	La Borquerie	MB	Royal Winnipeg Rifles	30	H41522
Rifleman	Dingwall, George	Lenswood	MB	Royal Winnipeg Rifles	34	H41607
Flying Officer	Caskey, Irvine Nathaniel	MacDonald	MB	RCAF	24	J18411
Lance Corporal	Martin, William John	Marguerite	MB	Royal Winnipeg Rifles	24	H40963
Corporal	Scaife, Lawrence Chester	Mather	MB	Royal Winnipeg Rifles	27	H40742
Trooper	Hawken, George Stephen	Miami	MB	1st Hussars	21	H103747
Rifleman	Graham, Cecil John	Minto	MB	Royal Winnipeg Rifles	23	H102663
Rifleman	Gross, Bernhard B.	Morden	MB	Royal Winnipeg Rifles	27	H41255
Corporal	Spencer, Ralph Ernest	Morden	MB	Royal Winnipeg Rifles	23	H40660
Rifleman	Gunson, John Thomas	Mulvilhill	MB	Royal Winnipeg Rifles	25	H6981
Lance Corporal	Birch, Wifred John Thomas	Neepawa	MB	Royal Winnipeg Rifles	20	H41463
Rifleman	Houle, Alfred	Pigeon Lake	MB	Royal Winnipeg Rifles	26	H41988
Rifleman	Spilchak, George	Pine Ridge	MB	Royal Winnipeg Rifles	22	H10808
Rifleman	Fidler, Garner	Portage La Prairie	MB	Royal Winnipeg Rifles	22	H42060
Rifleman	Mutch, Andrew Galoway	Reeve	MB	Royal Winnipeg Rifles	24	H42053
Rifleman	Wishart, Henry Murray	Russell	MB	Royal Winnipeg Rifles	31	H41217
Rifleman	Prokopchuk, Steve	Sandy Lake	MB	Royal Winnipeg Rifles	27	H41330
Rifleman	Franko, Harry	Selkirk	MB	Royal Winnipeg Rifles	19	H10994
Rifleman	Mayo, Cyril Allan	Selkirk	MB	Royal Winnipeg Rifles	27	H41535
Sergeant	Miskow, Wesley Williams	Shoal Lake	MB	Royal Winnipeg Rifles	23	H17455
Rifleman	Murray, George Ernest	Solsgirth	MB	Royal Winnipeg Rifles	20	H8786
Trooper	Brissette, George Joseph	South Junction	MB	Fort Garry Horse	22	H63513
Private	Vermette, Antonio R.	Ste. Rose du Lac	MB	Royal CDN Army Med. Corps	27	H35754
Trooper	Feschuk, William	Vita	MB	1st Hussars	26	B61215
Rifleman	Stewart, Jack	Wabowden	MB	Royal Winnipeg Rifles	31	H20639
Lieutenant	Adams, Lloyd Herman	Winnipeg	MB	1st CDN Parachute Battalion		Lt
Private	Irving, Fleming Ladd	Winnipeg	MB	1st Hussars	23	H447573
Lance Corporal	Conway, Victor George Henry	Winnipeg	MB	Fort Garry Horse	29	H26732
Sergeant	Parkes, Percy S.	Winnipeg	MB	Fort Garry Horse	31	H26413

Rifleman	Holmes, Frank	Winnipeg	MB	Queens Own Rifles	31	B38023
Flying Officer	Gee, Melsolm Henry Walter	Winnipeg	MB	RCAF	21	J18681
Rifleman	Wladyka, Edward	Winnipeg	MB	Regina Rifle Regiment	30	H67663
Sapper	Johnson, Arthur Herbert	Winnipeg	MB	Royal Canadian Engineers	25	H63745
Private	Henderson, George	Winnipeg	MB	Royal CDN Army Med. Corps	29	K69761
Gunner	Higgs, William Arthur	Winnipeg	MB	Royal Cdn Artillery - 13 Field Regiment	24	H59534
Lieutenant	Christmas, Richard Edward	Winnipeg	MB	Royal Winnipeg Rifles	27	289
Rifleman	Copeland, Edward John	Winnipeg	MB	Royal Winnipeg Rifles	23	H20177
Rifleman	Gislason, Robert Moirs	Winnipeg	MB	Royal Winnipeg Rifles	24	H16233
Rifleman	Saruk, Emil	Winnipeg	MB	Royal Winnipeg Rifles	27	H41473
Rifleman	Talbot, James S.	Winnipeg	MB	Royal Winnipeg Rifles	23	H41252
Corporal	Tompkin, Joseph John Edward	Winnipeg	MB	Royal Winnipeg Rifles	23	H17546
Rifleman	Wintoniw, Mikie	Zhoda	MB	Royal Winnipeg Rifles	26	H41884
Private	Lewis, Harold Thomas	Detroit	Mich	Canadian Scottish	25	B67945
Rifleman	Modeen, George	Minneapolis	Minn	Royal Winnipeg Rifles	31	H195591
Corporal	Crabbe, Victor Charles	Argyle	NB	North Shore	28	G18306
Lieutenant	Mersereau, Cyril Seton	Bathurst	NB	North Shore	28	Lt
Private	Kingston, Earl Stewart	Bay di Vin	NB	North Shore	28	G23245
Private	Pitre, Randolph	Big Cove Reserve	NB	North Shore	21	G52076
Major	MacNaughton, John Archibald	Black River Bridge	NB	North Shore	47	Major
Corporal	Wiggins, Lambert Whitfield	Centreville	NB	North Shore	29	G18379
Private	Daley, Harold Stanley	Chatham	NB	North Shore	22	G22937
Sergeant	McCormack, Hugh Michael	Chatham	NB	North Shore	22	G22831
Lance Corporal	Walker, John Ernest	Chatham	NB	North Shore	24	G22835
Private	Doucet, Aldie	D'Aulnay	NB	North Shore	24	G23445
Lance Sergeant	Walsh, Joseph Patrick	Doyles Brook	NB	North Shore	28	G23259
Private	Blanchard, Alfred	East Bathurst	NB	North Shore	22	G23165
Sergeant	Clouston, Murns Sydney	East Bathurst	NB	North Shore	26	G22325
Private	Roussel, Adrien Leo	Edmundston	NB	Regt de la Chaudiere	23	G51357
Private	Bransfield, Claude	Escuminac	NB	North Shore	22	G23034
Corporal	Savoy, Albert Joseph	Escuminac	NB	North Shore	27	G22044
Private	Roy, Louis Valmont	Kedgwick	NB	Regt de la Chaudiere	21	E109
Sergeant	Elliot, Bruce Franklin	Kentville	NB	North Shore	26	G19083
Private	Mallaley, John Thomas	Lorne	NB	North Shore	33	G23340
Lieutenant	Irving, Andrew Edison Stewart	Millbank	NB	North Shore	21	G22858
Corporal	Gionet, Antoine	New Caraquet	NB	North Shore	25	G23530
Private	Roy, Joseph Edgar	Petit Rocher Nord	NB	North Shore	21	G23307
Private	Strang, Arthur William	Price Settlement	NB	North Shore	26	G22728
Private	Hache, Bernard	Riviere du Portage	NB	North Shore	24	G18987
Sergeant	Cosgrove, Francis Dernier	Saint John	NB	1st CDN Parachute Battalion	21	G12254
Private	Duguay, Joseph Guillaume	Shemogue	NB	Royal CDN Army Med. Corps	27	G27926
Private	McLeod, George Bud	South Nelson	NB	North Shore	27	G60509

Private	Palmer, Earl Rogrick	St. Stephen	NB	North Shore	21	G28691
Private	Hache, Lionel	Tracadie	NB	North Shore	24	G18858
Private	Landry, Levie Joseph	Upper Sackville	NB	North Shore	22	G51472
Flying Officer	Taylor, Adrian Ralph	Bell Island	NL	RCAF	25	J21309
Private	Tuttle, Ralph Burton	Amherst	NS	North Nova Scotia	28	F49758
Corporal	Makichuk, Michael John	Debert	NS	Royal Winnipeg Rifles	23	H41223
Major	MacLeod, Hugh Murray	Glace Bay	NS	1st CDN Parachute Battalion	25	4491
Private	Williams, James Patrick	Glace Bay	NS	North Nova Scotia		F78642
Corporal	MacDonald, Douglas Bertram	Halifax	NS	Royal CDN Army Med. Corps	27	F67695
Major	Rainnie, Gavin Fraser	Halifax	NS	Royal Cdn Artillery	36	Major
Corporal	Bishop, Lloyd Elmer	New Glasgow	NS	North Nova Scotia	24	F44964
Lance Corporal	Cuthbertson, Joseph Earl	North Sydney	NS	North Nova Scotia	23	F49888
Private	Lewis, William Bruce	Port Lorne	NS	North Shore	26	G32609
Sapper	Jackson, Arthur Thomas	Shelburne	NS	Royal Canadian Engineers	31	F86600
Private	McInnis, Alexander Joseph	Sydney	NS	1st CDN Parachute Battalion	28	F31928
Private	Raymond, Glendon Dwight	Tiddville	NS	North Nova Scotia	21	F89702
Trooper	Toffelmire, Roswell Ernest	Amherstburg	ON	1st Hussars	23	A68153
Lance Corporal	Bastien, Ovide Maurice	Auld	ON	1st CDN Parachute Battalion	26	A54594
Rifleman	Catling, James Robert	Bar River	ON	Queens Own Rifles	26	B24397
Corporal	Kay, Jack McGowan	Barrie	ON	1st Hussars	34	B49550
Corporal	Dainty, John William	Barrie	ON	Queens Own Rifles	26	B63746
Sapper	Switzer, Arthur D.	Binbrook	ON	Royal Canadian Engineers	21	B108644
Bombardier	Hooton, John Kitchener	Bracebridge	ON	Royal Cdn Artillery - 14 Field Regiment	29	C50770
Lieutenant	Pease, Edson Loy	Brantford	ON	1st Hussars	23	Lt
Rifleman	Bailey, Donald Robert	Brantford	ON	Queens Own Rifles	23	A6002
Rifleman	Bolster, William John	Brantford	ON	Queens Own Rifles	29	C120696
Rifleman	Hall, Samuel John	Brantford	ON	Queens Own Rifles	28	U1844
Squadron Leader	Pettit, William Reginald	Brantford	ON	RCAF	32	J15517
Rifleman	Lawson, Clarke Lynson	Brighton	ON	Queens Own Rifles	39	C65492
Flying Officer	Cox, Jack Scott	Brockville	ON	RCAF	23	J22347
Sapper	Tarlington, Robert Daniel	Brockville	ON	Royal Canadian Engineers	30	C2326
Private	Box, Herbert Edward	Brockville	ON	Stormont Dundas GH	25	C53859
Sapper	Cowan, Harold Nelson	Cherry Valley	ON	Royal Canadian Engineers	25	C72467
Lieutenant	Brown, Norman Harold Victor	Clarkson	ON	Fort Garry Horse		Lt
Major	Purcell, George Edward	Colebrook	ON	Royal Cdn Artillery	33	Major
Rifleman	Boynton, David William	Collingwood	ON	Queens Own Rifles	21	B64772
Rifleman	Atchison, John Wallace	Cornwall	ON	Queens Own Rifles	24	C103118
Rifleman	Kennedy, William George	Craigmont	ON	Queens Own Rifles	23	B64926
Trooper	Osborne, Harry	Echo Bay	ON	1st Hussars	27	B102525
Rifleman	Burnett, Robert Graham	Echo Bay	ON	Queen's Own Rifles	25	B67918
Lance Corporal	Stevens, Albert R.	Emo	ON	Royal Winnipeg Rifles	23	H41673
Rifleman	Husak, Alfred	Fort William	ON	Royal Winnipeg Rifles	27	H204563

Rifleman	Louis, John Baptist	Fort William	ON	Royal Winnipeg Rifles	20	H195726
Rifleman	McDonald, William Harold	Fort William	ON	Royal Winnipeg Rifles	34	H53445
Gunner	Warun, William Alexander	Geraldton	ON	Royal Cdn Artillery - 14 Field Regiment	22	H103864
Rifleman	Stock, Herman	Gibson Reserve	ON	Queens Own Rifles	22	B64652
Private	James, Emerson Robert	Hamilton	ON	North Shore	18	B131672
Rifleman	Coates, Harry James	Hamilton	ON	Queens Own Rifles	25	B38171
Private	Pledger, Kenneth Mervyn	Hillsdale	ON	1st CDN Parachute Battalion	19	B79949
Rifleman	Nabish, Wilfred Joseph	Kenora	ON	Royal Winnipeg Rifles	21	H17749
Rifleman	Brooks, Roy William	Kenora	ON	Royal Winnipeg Rifles	22	H46553
Corporal	Rocks, Hugh McCullum	Kirkland Lake	ON	Queens Own Rifles	40	B74554
Rifleman	Calbert, William Cuthbertson	Locust Hill	ON	Queens Own Rifles	22	B66122
Corporal	Pockiluk, Henry Andrew	London	ON	1st Hussars	27	A604
Corporal	Ross, Alwyn Kenneth	Martintown	ON	Royal Canadian Engineers	28	C35574
Gunner	Dupuis, Walter John	Maynooth	ON	Royal Cdn Artillery - 14 Field Regiment	22	C9689
Rifleman	Adamson, Russell Kenneth	Midland	ON	Queens Own Rifles	19	B138767
Rifleman	Kennedy, Albert Wilson	Mimico	ON	Queens Own Rifles	23	B112565
Sergeant	Downing, John Percival	Minnow Lake	ON	Royal Canadian Engineers	31	C25840
Trooper	Homuth, Clarence Edward	Mitchell	ON	1st Hussars	23	A409
Trooper	Jackson, Jack Leslie	Mossley	ON	1st Hussars	23	A579
Lance Corporal	Lytle, Irwin Archibald	Mount Forest	ON	1st Hussars	23	B48791
Trooper	Snedden, Andrew	Niagara Falls	ON	1st Hussars	30	B61474
Lance Corporal	Swan, Elmer Grenville	North Augusta	ON	Royal Canadian Signal Corps	23	C75648
Trooper	Sears, Wilbert Gordon	Orillia	ON	1st Hussars	26	B49509
Honourary Captain	Brown, Walter Leslie	Orillia	ON	Canadian Chaplains Service	33	
Private	Reynard, Martin H.	Oshawa	ON	1st CDN Parachute Battalion	20	B114490
Sergeant	Kirby, Murray Oliver	Oshawa	ON	Royal Cdn Artillery - 19 Field Regiment	27	B127602
Regimental Sergeant Major (WO.I)	Clark, Wendell James	Ottawa	ON	1st CDN Parachute Battalion	29	P15392
Corporal	Howarth, Sydney	Ottawa	ON	Cameron Highlanders of Ottawa	30	C21128
Private	Beauchamp, Orphila	Ottawa	ON	Regt de la Chaudiere	22	C75130
Lieutenant	Ladas, Antonio Peter	Ottawa	ON	Regt de la Chaudiere	24	C481288
Sapper	Bleoo, Alexander	Ottawa	ON	Royal Canadian Engineers	26	C2374
Lieutenant	Murchison, Robert Bruce	Ottawa	ON	Royal Canadian Signal Corps	23	C415010
Major	Young, John Douglas	Ottawa	ON	Royal Cdn Artillery	28	Major 13
Sergeant	Smith, Albert George	Owen Sound	ON	1st Hussars	33	A734
Sapper	Adams, Maxwell Gilbert	Parry Sound	ON	Royal Canadian Engineers	21	B67717
Rifleman	Woronchuk, Eugene J.	Parry Sound	ON	Royal Winnipeg Rifles	28	B142310
Sapper	Lacroix, Leo	Penetanguishene	ON	Royal Canadian Engineers	34	B130496
Rifleman	Martin, John Gordon	Pickering	ON	Queens Own Rifles	21	B64089
Sapper	Sparkes, Raymond Reginal	Richvale	ON	Royal Canadian Engineers	22	B25474
Captain	Barclay, James Morley	Ridgetown	ON	Royal Cdn Artillery	29	14
Gunner	Massey, Charles Arthur	Rockport	ON	Royal Cdn Artillery - 14 Field Regiment	22	C50560
Trooper	Hackford, Thomas William Frederick	Sault Ste. Marie	ON	1st Hussars	21	B50820

Private	Oxtoby, Clifford Melbourne	Scarborough Bluffs	ON	1st CDN Parachute Battalion	20	B135512
Rifleman	Papple, Robert P.	Seaforth	ON	Queens Own Rifles	30	B147464
Private	Ashford, Roger Alfred Edward	St. Catharines	ON	North Shore	38	B68655
Private	MacPherson, Malcolm Allen	Stamford Centre	ON	1st CDN Parachute Battalion	23	B137923
Private	Nigh, Joseph Simeon	Stevensville	ON	1st CDN Parachute Battalion	21	B26879
Gunner	McHughen, Bernard Thomas	Sudbury	ON	Royal Cdn Artillery - 19 Field Regiment	22	E21366
Private	Broadfoot, James George	Toronto	ON	1st CDN Parachute Battalion	21	B135587
Private	Connaghan, Gordon Charles	Toronto	ON	1st CDN Parachute Battalion	26	B75489
Trooper	Annis, Elgin John	Toronto	ON	1st Hussars	20	B133979
Corporal	Newton, Percy Edward	Toronto	ON	1st Hussars	32	B61600
Trooper	Reeves, Alvin	Toronto	ON	Fort Garry Horse	25	H26669
Rifleman	Barnard, Donald McKay	Toronto	ON	Queens Own Rifles	20	B137985
Rifleman	Chambers, Walter	Toronto	ON	Queens Own Rifles	25	B43115
Rifleman	Clark, George Thomas	Toronto	ON	Queens Own Rifles	33	B88881
Lance Corporal	Coulter, Alan Douglas	Toronto	ON	Queens Own Rifles	20	B64471
Lance Corporal	Craig, Leonard James	Toronto	ON	Queens Own Rifles	35	B63890
Rifleman	Cunningham, Ernest Arnold	Toronto	ON	Queens Own Rifles	21	B64756
Lance Corporal	Dalzell, George Edward	Toronto	ON	Queens Own Rifles	38	B66059
Corporal	Davidson, Samuel	Toronto	ON	Queens Own Rifles	30	B65612
Corporal	Drew, Clifford Robert	Toronto	ON	Queens Own Rifles	28	B64119
Rifleman	Garrett, Edward Kirk	Toronto	ON	Queens Own Rifles	28	B112706
Corporal	Gibson, John Cecil	Toronto	ON	Queens Own Rifles	31	B63615
Lance Corporal	Gourlay, Donald Ferguson	Toronto	ON	Queens Own Rifles	23	B64462
Sergeant	Harris, Frederick Bernard	Toronto	ON	Queens Own Rifles	23	B63616
Rifleman	Higgins, Charles Edward	Toronto	ON	Queens Own Rifles	20	B112940
Rifleman	Hildreth, Albert Edward	Toronto	ON	Queens Own Rifles	23	B66008
Rifleman	Hodge, John William	Toronto	ON	Queens Own Rifles	26	B64477
Lance Corporal	Jackson, Clifford Irwin	Toronto	ON	Queens Own Rifles	23	B63608
Rifleman	Kirkland, John Frederick Belton	Toronto	ON	Queens Own Rifles	21	B64008
Rifleman	Lizon, John	Toronto	ON	Queens Own Rifles	30	B143299
Rifleman	May, William Gilbert	Toronto	ON	Queens Own Rifles	22	B64328
Rifleman	McCallum, Russell George	Toronto	ON	Queens Own Rifles	20	B66119
Lance Corporal	McKechnie, Hamilton Arthur	Toronto	ON	Queens Own Rifles	26	B63677
Lance Sergeant	Morrison, George Wilfred	Toronto	ON	Queens Own Rifles	28	B64213
Rifleman	Newman, Charles George	Toronto	ON	Queens Own Rifles	25	B110149
Rifleman	Newton, Gordon	Toronto	ON	Queens Own Rifles	31	B64006
Rifleman	Pethick, Donald Ross	Toronto	ON	Queens Own Rifles	24	B64225
Rifleman	Pierce, Thomas Joseph	Toronto	ON	Queens Own Rifles	23	B134577
Rifleman	Reed, Douglas Philip	Toronto	ON	Queens Own Rifles	26	B66090
Lance Corporal	Reed, Gordon	Toronto	ON	Queens Own Rifles	21	B79124
Rifleman	Ryan, Sidney Stephen	Toronto	ON	Queens Own Rifles	27	B64309
Lance Sergeant	Simpson, John Montgomery	Toronto	ON	Queens Own Rifles	23	B63935

Rifleman	Sturrock, Albert E.	Toronto	ON	Queens Own Rifles	23	B64929
Rifleman	Underwood, Thomas Willis	Toronto	ON	Queens Own Rifles	22	B110630
Rifleman	Westerby, Edward	Toronto	ON	Queens Own Rifles	31	B63753
Rifleman	Worthington, Frederick William	Toronto	ON	Queens Own Rifles	36	B63938
Lance Sergeant	Courtney, Clarence Verdun	Toronto	ON	Royal Canadian Army Service Corps	28	B80413
Private	Pickford, Ernest Stanley Francis	Toronto	ON	Royal CDN Army Med. Corps	20	B91239
Gunner	Coburn, Gordon Ross	Toronto	ON	Royal Cdn Artillery - 12 Field Regiment	21	B11855
Gunner	Goff, Robert	Toronto	ON	Royal Cdn Artillery - 14 Field Regiment	27	B9781
Sergeant	Sciberas, Robert	Toronto	ON	Royal Cdn Artillery - 14 Field Regiment	22	B6027
Rifleman	Davie, Thomas Henry	Toronto	ON	Royal Winnipeg Rifles	27	H41536
Flying Officer	Allman, Leonard R	Toronto	ON	RCAF	25	J13588
Flying Officer	Barker, Thomas Frederick	Toronto	ON	RCAF	27	J14207
Flight Sergeant	Murray, Morris Campbell	Toronto	ON	RCAF	29	R175338
Gunner	Walker, Harvey Lloyd	Utterson	ON	Royal Cdn Artillery - 19 Field Regiment	22	B44447
Rifleman	Eaman, Fred Earl	Wales	ON	Queens Own Rifles	32	C102988
Flying Officer	Jones, Harvey Edgar	Welland	ON	RCAF	26	J12866
Warrant Officer Class II	Yeo, Daniel	Albertson	PEI	Regina Rifle Regiment	29	L24019
Lance Corporal	Trainor, Francis Maurice	Charlottetown	PEI	Royal Canadian Signal Corps	23	F26430
Private	Hains, Fernand Jean Louis	Bromptonville	QC	Regt de la Chaudiere	28	D124725
Private	Chouinard, Irene	Chandler, Gaspé Co	QC	Regt de la Chaudiere	22	E100061
Private	Amos, Honore	Grand Paros Ouest	QC	Regt de la Chaudiere	22	E10549
Lance Corporal	Slaney, Reginald William Thomas	Greenfield Park	QC	Royal Winnipeg Rifles	24	D72140
Private	Landry, Edoine	Iles de la Madeleine	QC	Regt de la Chaudiere	24	E9367
Lieutenant	Lapierre, Raymond James	Longueuil	QC	Regt de la Chaudiere	27	D63699
Lance Corporal	Flexer, Alec Ellis	Montreal	QC	1st CDN Parachute Battalion	22	D166551
Lieutenant	Rousseau, Joseph Phillipe	Montreal	QC	1st CDN Parachute Battalion	23	Lt
Lieutenant	Thomson, Robert Walker	Montreal	QC	1st Hussars		Lt
Private	Forker, Norman Alexander McEwen	Montreal	QC	North Shore	21	D137992
Rifleman	Showers, John	Montreal	QC	Queens Own Rifles	26	D81532
Warrant Officer Class I	Berger, Nathan Louis	Montreal	QC	RCAF	22	R117662
Private	Fontaine, Henri Joseph Edouard	Montreal	QC	Regt de la Chaudiere	19	D138707
Private	Lefebvre, Marcel	Montreal	QC	Regt de la Chaudiere	22	D57977
Sergeant	Barrette, Paul	Montreal	QC	Royal Canadian Engineers	33	D15141
Lieutenant	Stalker, Donald	Montreal	QC	Royal Canadian Engineers	32	Lt
Gunner	Lebel, Stanislas	Montreal	QC	Royal Cdn Artillery - 13 Field Regiment	35	D7194
Lance Bombardier	Birss, John Robert	Montreal	QC	Royal Cdn Artillery - 14 Field Regiment	24	D7581
Private	Baldwin, Joseph E.	Morin Heights	QC	Royal Canadian Army Service Corps	28	D135077
Private	Ellis, Gordon Hubert	New Carlisle	QC	North Shore	23	G22375
Lance Corporal	Main, James Ralph	New Carlisle	QC	North Shore	29	G22152
Lance Corporal	Ouellet, Lionel	Quebec City	QC	Regt de la Chaudiere	21	E10607
Private	Dufresne, Abraham	Riviere-au-Renaud	QC	Regt de la Chaudiere	23	E13171
Rifleman	Corvec, Medrick Joseph	Rouyn	QC	Queens Own Rifles	21	B149958

Private	Nadeau, Damase	Ste. Monique	QC	Regt de la Chaudiere	21	E6188
Private	Valcourt, Aime O.	Ste. Rose du Degele	QC	Regt de la Chaudiere	29	B144416
Rifleman	Weber, Frederick Gustave	Avonlea	SK	Regina Rifle Regiment	25	L64164
Rifleman	Daniels, Bill Andrew	Balcarres	SK	Regina Rifle Regiment	24	L28053
Rifleman	Dalshaug, Ernest Willard	Buchanan	SK	Regina Rifle Regiment	22	L65222
Lance Sergeant	Birban, Harry	Cavalier	SK	Regina Rifle Regiment	25	L27740
Rifleman	Smith, William Adnett	Cloverdale	SK	Regina Rifle Regiment	29	K66835
Trooper	Skwarchuk, Metro	Devil Lake	SK	Fort Garry Horse	24	L36940
Rifleman	Isbister, Archie	Eldred	SK	Regina Rifle Regiment	38	L105938
Rifleman	Gislason, Jon	Elfros	SK	Regina Rifle Regiment	26	L28332
Rifleman	Thomas, Donald	Fort Quappelle	SK	Regina Rifle Regiment	22	L27406
Rifleman	Bird, Charlie	Foxford	SK	Regina Rifle Regiment	33	L27934
Rifleman	Boucher, Roland Ernest	Gravelbourg	SK	Queens Own Rifles	28	B112617
Rifleman	Serwatkewich, Joseph	Ituna	SK	Regina Rifle Regiment	24	L28180
Trooper	Holdstock, Stephen	Jordan River	SK	Fort Garry Horse	31	L105454
Corporal	Pilling, John	Kinistino	SK	Regina Rifle Regiment	26	L27367
Rifleman	Johnston, Stanley James	Kisbey	SK	Regina Rifle Regiment	19	L103189
Rifleman	Desjarlais, Mathew Joseph	LeBret	SK	Regina Rifle Regiment	23	L27606
Rifleman	Smith, Arthur Smith	Lemsford	SK	Regina Rifle Regiment	33	L27508
Private	Neufeld, Leslie Abram	Lost River	SK	1st CDN Parachute Battalion	22	L74243
Lieutenant	Dickin, Glenn Dodsworth	Manor	SK	Regina Rifle Regiment	22	Lt
Corporal	Moorhead, Donald Richard	Maple Creek	SK	Regina Rifle Regiment		L13600
Rifleman	McMillan, Albert James	McLean	SK	Royal Winnipeg Rifles	25	L65134
Rifleman	Flammand, Joseph	Meadow Lake	SK	Regina Rifle Regiment	25	L67293
Rifleman	Isbister, Russel Rudolph	Mont Nebo	SK	Royal Winnipeg Rifles	25	L105571
Sergeant	Williams, William Gordon	Moose Jaw	SK	Regina Rifle Regiment	22	L13160
Rifleman	Cutler, Ronald Anthony James	Moosomin	SK	Regina Rifle Regiment	26	L28303
Major	Peters, Francis Lionel	North Battleford	SK	Regina Rifle Regiment	28	2551
Trooper	McCaffrey, Arthur	Ordale	SK	Fort Garry Horse		L105059
Rifleman	Brunning, Louis Gerald	Prince Albert	SK	Regina Rifle Regiment	20	L27960
Rifleman	Delorme, John Baptiste	Prince Albert	SK	Regina Rifle Regiment	24	L27332
Rifleman	McBride, Gordon Joseph	Prince Albert	SK	Regina Rifle Regiment	23	L27536
Captain	Dirks, William Mervin	Prince Albert	SK	Royal Cdn Artillery - 13 Field Regiment	28	
Rifleman	Bird, Thomas Vivian	Red Deer Hill	SK	Royal Winnipeg Rifles	23	L105169
Rifleman	Leskiw, John	Regina	SK	Regina Rifle Regiment	28	L28369
Rifleman	Thompson, Gilbert	Regina	SK	Regina Rifle Regiment	42	L27481
Rifleman	Sim, Lawrence Earl	Regina	SK	Royal Winnipeg Rifles	21	L104634
Rifleman	Cole, Stanley Herbert	Resource	SK	Regina Rifle Regiment	22	L102708
Lance Corporal	Rustad, Alvin Milton	Rose Valley	SK	Fort Garry Horse	21	L102848
Rifleman	McGown, Laughlin Leslie	Runciman	SK	Royal Winnipeg Rifles	24	L13350
Rifleman	Griswold, George Frederick	Saltcoats	SK	Regina Rifle Regiment	20	L104036
Private	Ellefson, Orlando Morris	Saskatoon	SK	1st CDN Parachute Battalion	22	L74035

Corporal	Armatage, Linton Charles	Saskatoon	SK	Royal Winnipeg Rifles	29	L101205
Trooper	McAndrew, Colin James	Spiritwood	SK	1st Hussars	21	L54615
Rifleman	Hodgson, James Lawrence Stanley	St. Louis	SK	Regina Rifle Regiment	24	L27966
Sergeant	La Croix, George Richard	Sturgeon Valley	SK	1st CDN Parachute Battalion	26	H17245
Rifleman	Leask, James Joseph	Weyburn	SK	Regina Rifle Regiment	23	L13217
Sergeant	Falhun, Isidore Louis	White Star	SK	Regina Rifle Regiment	26	L27664
Gunner	Clavelle, Alfred Francis	Whitewood	SK	Royal Cdn Artillery - 14 Field Regiment	25	L65079
Sapper	Stolar, Howard	Willowbrook	SK	Royal Canadian Engineers	21	L104205
Rifleman	Dayman, George Hardman	Windthorst	SK	Royal Winnipeg Rifles	25	L84661
Lieutenant	Walker, HughMacmillan	Yorkton	SK	1st CDN Parachute Battalion	22	Lt
Major	Love, John Vernon	Yorkton	SK	Regina Rifle Regiment	25	Major
Private	Fahrni, Walter Ernest	Berne	Switzerland	Regina Rifle Regiment	38	K50515
Private	Aubin, Joseph Ernest Albert			1st CDN Parachute Battalion	22	D138072
Private	Coburn, John Carrwon			1st CDN Parachute Battalion	20	C94256
Trooper	Gordon, Frank Robert			Fort Garry Horse	24	H26779
Private	Clancy, Rupert			North Shore	24	G22885
Private	Gallan, Clyde Sydney			North Shore	20	G29013
Sergeant	Rigley, Edwards Joseph			North Shore	23	G22845
Rifleman	Bruyere, Hector Joseph			Queens Own Rifles	21	C100258
Rifleman	Butler, Edgar Dawson			Queens Own Rifles	26	B64737
Lance Corporal	McGuey, Edelore Graham Dennis			Queens Own Rifles	23	B65040
Rifleman	Burns, Edgar John			Regina Rifle Regiment		L27670
Rifleman	Kennedy, Allan Joseph			Regina Rifle Regiment	23	H103100
Rifleman	Pelletier, Joseph			Regina Rifle Regiment	23	L28017
Rifleman	Peltier, Anton			Regina Rifle Regiment	27	L74285
Rifleman	Rehman, Jacob			Regina Rifle Regiment	32	H26669
Private	Boudreau, Phile			Regt de la Chaudiere	31	E9387
Private	Duguay, Jean			Regt de la Chaudiere	22	E10531
Sergeant	Thibeault, Leopold			Regt de la Chaudiere	28	E9289
Lance Corporal	Irving, William James			Royal Canadian Army Service Corps	38	B80289
Lance Corporal	Legge, Albert James			Royal Canadian Army Service Corps	21	B80365
Private	Moore, Harry Garnet			Royal Canadian Army Service Corps	23	F43861
Corporal	Hauk, Norman Archibald			Royal Canadian Signal Corps	23	L27470
Lance Corporal	Herman, Harold Tracy			Royal CDN Army Med. Corps	27	G47208
Captain	Dobbs, Joseph David			Royal Cdn Artillery		Captain
Rifleman	Solodiuk, Michael I.			Royal Winnipeg Rifles	22	H41512

Canada's D-Day Tribute Campaign

JUNO
BEACH
CENTRE®

On June 6, 1944, D-Day, **359 Canadians** were killed in action on the beaches of Normandy.



70 years later, the Juno Beach Centre commemorates their sacrifice by installing **359 Tribute Markers** – one for each fallen soldier – on Juno Beach.

These men came from communities across Canada. Honour a soldier and show your support for the Juno Beach Centre. **Sponsor a Tribute Marker today.**

How to Help:

Get together with your family, community, or organization to sponsor a tribute; or, make an individual donation in honour of Canada's fallen.

Why are we doing this?

To raise awareness of the role Canada played in the D-Day Landings and to honour those who lost their lives. In addition to ensuring the placement of the tributes in time for the 70th anniversary of D-Day, the funds raised through this initiative will help to pave the way for future commemoration and educational programming at the Juno Beach Centre.

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Individual D-Day Tributes can be sponsored for a minimum of \$500.

Each sponsor will receive a tax receipt for their donation, as well as recognition on the marker and on the Juno Beach Centre's website.

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Donations can also be made in the name of a veteran or family member and every donor will be recognized on our website.

Contributors will receive a tax receipt for their donation (minimum \$25).

*Remember Today.
Remember Always.*



For more details, visit www.junobeach.org/tribute or contact **Jen Sguigna** at jsguigna@junobeach.org or by phone toll-free at 1-877-828-JUNO (5866).



Portuguese Canadian Association
Of Sault Ste. Marie, Ontario, Canada

To:
City Clerk
Sault Ste. Marie

2014 April 25

From: Portuguese Canadian Association of Sault Ste. Marie
5 Cornwall St.
Sault Ste. Marie, On. P6C 1C4

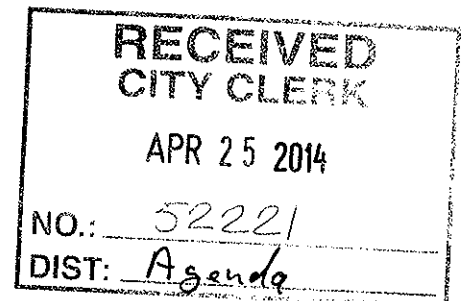
Re: Request for a Letter of No Objection to Proposed Temporary
Extended Licensed Area.
Barbeque/picnic- July 12, 2014 from 12:00 to 08:00 p.m.

The following is submitted as per Alcohol and Gaming Commission guidelines. The Portuguese Club holds a liquor license. Each summer, the Association holds a picnic/barbeque on Club grounds, adjacent to the main hall. In order to extend the liquor license outdoors, a Letter of No Objection from the Municipal Clerk is necessary and hereby requested. The event planned has become an annual one. The event is not open to the general public, but is for family, friends and acquaintances of Club members. The number of people expected is approx. 80. This event has proven popular and uneventful in the past. As per guidelines, the following agencies have been contacted under separate cover: Algoma Health Unit, Sault Ste. Marie Police Services, Sault Ste. Marie Fire Services and Sault Ste. Marie Building Department.

For any questions, please contact either of the undersigned.
Sincerely,

Manuel Barros
President of the Association
705-946-5249
mbarros@steelspeed.com

George Silva, Vice President
705-542-3658
george.h.silva@gmail.com



G. MARCONI SOCIETY
450 ALBERT STREET WEST
SAULT STE. MARIE, ON P6A 1C3
T 705 942-5556 F 705 942-8902
marconi.club@gmail.com
marconiclub.ca

April 24, 2014

Mr Malcolm White
City Clerk
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 2N1

Dear Sir:

The G. Marconi Society is organizing the Annual ITALIAN FESTIVAL, to be held Sunday, July 13, 2014 on the Marconi Club parking lot.

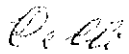
Outdoor activities will commence at 12:00 pm outdoors and will continue indoors until 1:00 am.

We will feature rides, games and entertainment for all ages.
Food and refreshments will be served throughout the day.

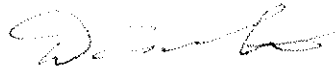
We are asking approval from City Council.

We thank you in advance.

Sincerely

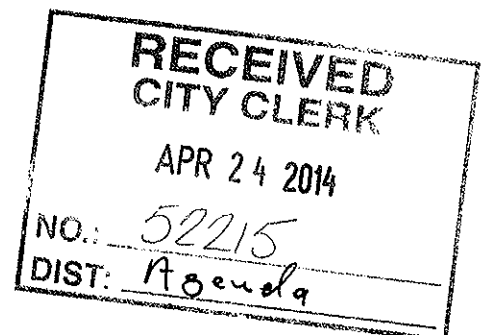


Tony Celli
Chairman of Social Committee
G. Marconi Society



Domenic Carota
Manager
G, Marconi Society

CC: Algoma Health Unit
Sault Ste Marie Police Department
Sault Ste. Marie Fire Department
City of Sault Ste. Marie Building Department

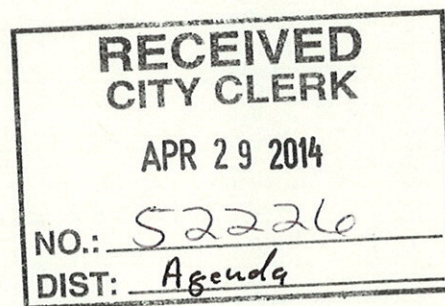




Great Northern Retirement Home

"Comfortably secure, carefree living"

April 22nd, 2014



M. White, City Clerk
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mr. White,

We are once again, seeking to obtain a Special Occasion Permit for our Family Fun Day. It will be held on Friday June 20th, 2014 from 3 p.m. until 7 p.m. It will include a B.B.Q., musical entertainment and a pub.

Thank You

Wanda McQueen
Activity Coordinator

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

2014 05 12

Mayor Debbie Amaroso and
Members of City Council

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Chris Gillespie – Fire Services**
CBRNE Annual Exercise
June 23, 2014
Gravenhurst, Ontario
Estimated total cost to the City - \$ 400.00
Estimated net cost to the City - \$ 400.00
2. **Peter Liepa – Finance – Tax & License Division**
Municipal Liaison Group (MPAC)
May 21 – 22, 2014
Pickering, Ontario
Estimated total cost to the City - \$ 700.16
Estimated net cost to the City - \$ 700.16
3. **Jeff Barban – Social Services – Social Housing Division**
Housing Group Service Manager's Meeting
June 16 – 27, 2014
Sudbury, Ontario
Estimated total cost to the City - \$ 511.75
Estimated net cost to the City - \$ 511.75

Yours truly,

JMF: bb

Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Ready-Mix Concrete (2014WA14T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Ready-Mix Concrete required during the 2014 Construction Season.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 23, 2014 with Councillor Frank Fata representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with Mr. Larry Girardi, Commissioner of Public Works and Transportation, and the low tendered prices, meeting specifications, have been identified on the attached summary.

IMPACT

Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the budget.

STRATEGIC PLAN

Purchase of Ready-Mix Concrete is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2014 05 12 be received and the recommendation that the tender for the supply of Ready-Mix Concrete be awarded to Caswell Concrete Products for the 2014 construction season be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,



Joseph M. Fratesi
Chief Administrative Officer

TG:nt

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$150,000.00 - TO BE DRAWN FROM VARIOUS PUBLIC WORKS STREET MAINTENANCE ACCOUNTS

RECEIVED: April 23, 2014
FILE: #2014WA14T

SUMMARY OF TENDERS
READY-MIX CONCRETE

Firm Prices for One Year Period (taxes extra) - June 1, 2014 to May 31, 2015

<u>Description</u>	<u>2013 QUANTITY</u>	<u>Caswell Concrete Prod. Sault Ste. Marie, ON</u>	<u>Fisher Wavy Inc. Sault Ste. Marie, ON</u>	<u>Lafarge Sault Ste. Marie, ON</u>
		<u>Unit Price</u> <u>Total Price</u>	<u>Unit Price</u> <u>Total Price</u>	<u>Unit Price</u> <u>Total Price</u>
25Mpa Ready-Mix Concrete (CSA 23.1)	122.50	\$205.00 \$ 25,112.50	\$200.00 \$ 24,500.00	-
32Mpa Ready-Mix Concrete (CSA 23.1)	492.85	\$210.00 \$ 103,498.50	\$202.00 \$ 99,555.70	-
Underload Charge - Loads under 2.0 cu.m.	40.00	\$110.00 \$ 4,400.00	\$108.00 \$ 4,320.00	-
Underload Charge - Loads greater than 2.0 cu.m. but less than 3.0 cu.m.	67.00	\$ -	\$108.00 \$ 7,236.00	-
Additional cost for use of truck with conveyor	10.00	\$165.00 \$ 1,650.00	\$158.00 \$ 1,580.00	-
Subtotal:		\$ 134,661.00	\$ 137,191.70	-
H.S.T. (13%)		\$ 17,505.93	\$ 17,834.92	-
Total:		\$ 152,166.93	\$ 155,026.62	-
Remarks:		Underload charge less than 2.0 cu.m.	Underload charge less than 3.0 cu.m.	Cannot be considered Incomplete Pricing Tendered

Note: The low tendered prices, meeting specifications, are boxed above.
The above quantities represent a projection of anticipated usage and are based on actual invoicing for the 2013 season.
It is my recommendation that the low tendered prices submitted by Caswell Concrete Products be accepted.

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Asphalt (2014WA15T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Asphalt required during the 2014 Construction Season.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 23, 2014 with Councillor Frank Fata representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with Mr. Larry Girardi, Commissioner of Public Works and Transportation and the low tendered prices, meeting specifications, have been identified on the attached summary.

IMPACT

Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the budget.

STRATEGIC PLAN

Purchase of Asphalt is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2014 05 12 be received and the recommendation that the tender for the supply of Asphalt be awarded to Palmer Construction for the 2014 construction season be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,



Joseph M. Fratesi
Chief Administrative Officer

TG:nt

FINANCE DEPARTMENT
PURCHASING DIVISION

RECEIVED: April 23, 2014
FILE: #2014WA15T

BUDGET: \$800,000.00 - TO BE DRAWN FROM VARIOUS PUBLIC WORKS STREET MAINTENANCE ACCOUNTS

SUMMARY OF TENDERS
ASPHALT

Firm Prices for One Year Period (H.S.T. extra) - June 1, 2014 to May 31, 2015

<u>Description</u>	<u>Ellwood Robinson</u> <u>Sault Ste. Marie, ON</u>		<u>Palmer Construction</u> <u>Sault Ste. Marie, ON</u>	
HL2 Asphalt	\$122.60	Per Tonne	\$117.40	Per Tonne
HL3 Asphalt	\$119.20	Per Tonne	\$115.40	Per Tonne
HL3A Asphalt	\$120.00	Per Tonne	\$115.40	Per Tonne
HL4 Asphalt	\$116.30	Per Tonne	\$111.40	Per Tonne
HL8 Asphalt	\$114.30	Per Tonne	\$108.40	Per Tonne

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

It is my recommendation that the low tendered prices submitted by Palmer Construction Inc. be accepted.

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP for Security Services – Seasonal (2014CT01P)

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for Seasonal Security Services, for the two (2) year period commencing May 16, 2014, as required by various City Departments, mainly for security at the City Parks, Rinks, Marinas, Waterfront, and Works Centre.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on April 11, 2014.

ANALYSIS

Proposals from four (4) proponents were received prior to the closing date:

D&G Security, Kapuskasing, ON
NORPRO Company, Sault Ste. Marie, ON
North East Regional Security Services, Sault Ste. Marie, ON
Strictly Confidential, Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from the Community Services Department, the Public Works & Transportation Department and the Purchasing Division-Finance Department.

The proponent scoring the highest in the evaluation process was NORPRO Company. NORPRO has previously provided Seasonal Security Services for the City.

IMPACT

Funding for this activity is derived from various Public Works & Transportation and Community Services accounts.

STRATEGIC PLAN

Provision of Seasonal Security Services is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2014 05 12 be received and the recommendation that the proposal submitted by NORPRO Company to provide Seasonal Security Services, as required by various City Departments, be approved. The contract will commence May 16, 2014 and continue for a period of two (2) years allowing for further one (1) year extensions by mutual agreement.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,



Joseph M. Fratesi
Chief Administrative Officer

TG:nt



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Joseph J. Cain, Manager Recreation & Culture

DEPARTMENT: Community Services Department

RE: Cultural Financial Assistance Grants

PURPOSE

This report provides recommendations to City Council from the Cultural Advisory Board for the distribution of the Cultural Financial Assistance Grants for 2014.

BACKGROUND

Each year City Council allots \$53,900 for financial assistance grants to the cultural community. The Cultural Advisory Board on behalf of City Council evaluates the applications against the criteria in the City's Cultural Financial Assistance Policy and makes a recommendation to City Council for the distribution of the grant funds.

ANALYSIS

There were thirteen applications submitted with requests totalling \$87,605; down from sixteen applications and requests of \$120,121 in 2013. The members of the Cultural Advisory Board met on Thursday, February 6, 2014 and reviewed the 2014 applications for the Cultural Financial Assistance Grants. Some applications required further information to be submitted for consideration. The Board met again on April 10, 2014 to do a final review of the applications and the following resolution was passed:

Moved by: R. Wark

Seconded by: E. Belair

“Resolved that the Members of the Cultural Advisory Board endorse the list of recommended recipients of the Cultural Financial Assistance Grants for 2014 and that a report be sent to City Council for their approval subject to the finalizing of the 2014 budget.”

CARRIED

Upon review by senior staff, concerns were identified with the funding of the Norgoma Project; specifically, funding this project is not consistent with the short-term commitment of funding to the Norgoma by City Council, since Council may decide to not fund the operation in the future. As well, the funding from the Cultural Advisory Board is a form of double dipping from City financial resources and is not normally allowed.

After being advised of senior staff's concerns, the Cultural Advisory Board met on Thursday, April 24, 2014 to reconsider the matter. They decided to reconfirm their support for the project based on their original position, which was if Council supported the Norgoma for the 2014 year, then they would agree to approve the cultural grant. There is no stipulation in the criteria of the Cultural Financial Assistance Grant which prohibits organizations from receiving City funds from multiple sources.

Appended to the report is the list of applicants and the recommended grants for 2014.

IMPACT

An amount of \$53,900 is included in the City's core budget for the purpose of financial assistance as per the City's Cultural Policy on providing arms-length funding of culture.

STRATEGIC PLAN

This item is not related to the Corporate Strategic Plan.

RECOMMENDATION

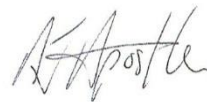
That the report of the Manager of Recreation and Culture concerning the 2014 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board of the recipients of the 2014 Cultural Financial Assistance Grants be approved.

Respectfully submitted,



Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services

jbl

cc: W. Freiburger, Commissioner of Finance & City Treasurer
Cultural Advisory Board

attachment

Requests for Cultural Financial Assistance 2014

Organization	2011 Award	2012 Award	2013 Award	2014 Request	Recommended
360 Sault Media Arts Collective	0	0	0	2,000	0
Algoma 1812	0	0	5,000	0	0
Algoma Art Society	1,100	0	5,000	0	0
Algoma Arts Festival Association	3,000	3,000	3,000	10,000	3,000
Algoma Conservatory of Music	5,000	5,000	3,000	0	0
Algoma Festival Choir	2,500	2,500	2,070	7,420	4,350
Arts Council of SSM & District	15,000	16,100	16,330	20,000	19,065
Coalition of Algoma Passenger Trains	0	0	0	0	0
Echoes of the World International Drum Festival	1,700	2,800	0	0	0
Musical Comedy Guild	1,100	1,500	0	0	0
Oral History of SSM Project	0	5,000	2,500	10,500	3,000
Quonta	0	0	0	10,000	2,500
Rotary Club	3,000	3,000	0	3,000	2,300
Royal Newfoundland Regiment	0	0	0	3,685	3,685
Sault Blues Society	0	0	1,000	0	0
Sault Community Career Centre Passport to Unity	0	0	1,500	0	0
Sault Community Theatre Centre	0	0	5,000	5,000	5,000
Sault Symphony	3,000	3,000	3,000	5,000	3,000
Sault Theatre Workshop	2,000	1,500	1,500	4,000	1,000
Shadows of the Mind Film Festival	5,000	5,000	5,000	5,000	5,000
Societa Guglielmo Marconi Di SSM	0	1,000	0	0	0
St. Mary's Marine Heritage Centre	2,000	0	0	2,000	2,000
Total			53,900	87,605	53,900

ii/reccult/cab/corresp/2014/ requests for cultural financial assist final 2014



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner of Community Services

DEPARTMENT: Community Services Department

RE: Youth Friendly Community Recognition Program – 2014

PURPOSE

The purpose of this report is to update Council on the “Youth Friendly” designation process and to also request the formation of a Mayor’s Youth Advisory Council.

BACKGROUND

At their October 7, 2013 meeting Council authorized staff to proceed with re-applying to the “Youth Friendly Community Recognition Program” with the intent of achieving a Platinum designation (the City previously achieved a Gold designation).

Since October the following has taken place:

1. A Working Committee was established with Council’s approval.
2. A summer student, Lisa Hollingshead, has been hired to assist with all of the tasks. Lisa assisted with the last Youth Friendly application process. She is working out of the CSD office.
3. Staff is gathering information on the criteria for the designation process and has been preparing a community inventory of existing youth programming, committees and services
4. There was a conference call with PLAY WORKS (PLAYWORKS is the Division of Parks and Recreation Ontario that oversees the Youth Friendly Community Recognition Program). The application process and criteria was discussed at length. The formation of a Mayor’s Youth Advisory Council (MYAC) was identified, by PLAYWORKS, as being a very important piece of the process.

5. Staff met with the Mayor and she is very receptive towards the formation of a Mayor's Youth Advisory Council.

ANALYSIS

The MYAC would consist of up to 10 youths from the community between the ages of 13 and 25 years old.

The Community Engagement Coordinator would be the administrative lead staff person for the MYAC. CSD would play a coordination role in the Council.

The MYAC would also collaborate with other Youth Committees not only in the education sector but other sectors as well, and also with adults.

A "Kick-Off" event would be hosted for June 10, 2014. The handouts for the event are attached.

IMPACT

Council set aside \$27,500 that was previously the Sault Youth Association's budget. This year \$13,500, of the \$27,500, was earmarked for part-time staff to assist in the application process, and associated resources related to the application process. It is the Committee's recommendation that the remaining funds and future funds not be allocated until the MYAC reports on whether some, all or none of the funds would assist in its endeavours.

STRATEGIC PLAN

This matter is not specifically addressed in the Corporate Strategic Plan.

RECOMMENDATION

That the report of the Commissioner of Community Services be received and that the recommendation that a Mayor's Youth Advisory Council be implemented with a Mayor's Youth Summit to be held on June 10, 2014 and further that the \$27,500 previously allotted to the Sault Youth Association not be allocated until the MYAC reports to Council on its endeavours, be approved.

Respectfully submitted,

Recommended for approval



Nicholas J. Apostle
Commissioner
Community Services Department



Joseph M. Fratesi
Chief Administrative Officer

Copy to: B. Freiburger, Commissioner of Finance

City of Sault Ste. Marie Mayor's Youth Advisory Council For Youth – By Youth

The Mayor's Youth Advisory Council is the official youth advisory group for the City of Sault Ste. Marie. The Council will advocate for youth issues giving youth a voice and serve as a connection between the leaders of today and the leaders of tomorrow. This Council aims to share and present information from both youth and adult allies so they may advise City Council on relevant topics and decisions regarding youth in the community.

Apply for the Mayor's Youth Advisory Council

JOIN TEAM MYAC

- WHO:** Up to 10 youth from across the City between the ages of 13-25
- WHAT:** Advise Mayor Amaroso and other City officials on strategies to improve our community, ensuring a youth friendly environment.
- WHERE:** Meetings take place at Civic Centre and outreach happens all over the City, with feedback from community youth committees, agencies and organizations.
- WHY:** Who knows best about how to design youth programs?
Who best understands the needs of today's teens?
Who has the most influence and the knowledge to create positive change?
The answer to all of the questions is young people!
- WHEN:** The Mayor's Youth Advisory Council is a year-round commitment - expect to devote 8 to 13 hours a month to meetings, events, projects, and outreach.
- ELIGIBILITY:** To be part of the Mayor's Youth Advisory Council, you only have to meet two requirements:
- Be within the ages of 13-25
 - Full-time resident of the City of Sault Ste. Marie

THIS IS A VOLUNTEER OPPORTUNITY

MAYOR'S YOUTH ADVISORY COUNCIL

Official Name:	Mayor's Youth Advisory Council 2014/2015		
Short Name:	MYAC		
Purpose:	To be part of a two-way dialogue, through information sharing, between City Council and youth. To keep City Council informed of important matters affecting youth. To act as a positive advocate for youth. To seek input from youth on important matters affecting youth via surveys, forums and workshops and to address these issues through presentations to City Council, events or initiatives. To support events created by the Council that relate to the mandate. To provide leadership experience for youth. To help enhance the image of youth in the City of Sault Ste. Marie.		
Mandate/Terms of Reference:	Mayor's Youth Advisory Council Terms of Reference (to be determined)		
Meeting Schedule:	Typically the 1 st Wednesday of each month from October through June.	Meeting Time:	4:30 p.m.
		Meeting Location:	Civic Centre
Chair:	Youth Delegate	Staff Liaison: (if applicable)	Stephanie Pagnucco (administrative only)
		MYAC Contact: Phone Number:	705 541 7032
Members and term(s):	Unless otherwise noted, term is one year. Mayor Amaroso:		
Sub-Committees:			
Other Unique Data: (member composition/ representation, etc.)	All youth interested in becoming involved must complete the application process annually with the exception of the Executive members; the outgoing Council will vote in the next year's executive membership at the last regular meeting of the year. Council meets October through June, but may have a special event planning meeting in the summer.		
Date Last Revised:			

Next Steps – Playworks
City of Sault Ste. Marie Youth Friendly Community Application

KICK-OFF EVENT

MAYOR AMAROSO'S YOUTH SUMMIT

Purpose of the event is twofold:

- Educate Community about the City of Sault Ste. Marie Youth Friendly Community Application being prepared by the City of Sault Ste. Marie's Recreation & Culture Division and sourcing out community partners.
- Introduce and share information on the formation of the Mayor's Youth Advisory Council.

Presentation and Open House approach:

- To be held June 10, 2014 – 4:30 p.m.
- Share information on Playworks Youth Friendly application. Detail process and partnerships and collaboration that will be needed.
- Send invitations to organizations, agencies, school boards, Algoma University, Sault College, YMCA and existing youth committees.
- Advertise publicly – invite community at large.
- Introduce formation of the Mayor's Youth Advisory Council, application process and timelines.



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner Community Services

DEPARTMENT: Community Services Department

RE: Grand Slam of Curling – 2014 National

PURPOSE

The purpose of this report is to seek approval to enter into an agreement with ROGERS SPORTSNET INC. to co-promote a Grand Slam of Curling Event from November 15, 2014 through to and including November 23, 2014.

BACKGROUND

The event is the 2014 NATIONAL which is part of the Grand Slam of Curling. The top men's teams in the world would be here including our own Team Jacobs.

The hosting package is attached.

In 2011, the Essar Centre hosted an "isport Capital One Grand Slam of Curling Series" event. Team Jacobs was a participant in this event as well. It was a rental agreement between "isport" and the Essar Centre. We did not co-promote it as the promoter was having some internal problems.

Staff does not have any concerns with co-promoting this event because the agreement would be with ROGERS SPORTSNET INC. who is a major player in the sporting business.

ANALYSIS

The event runs for an entire week – from November 15, 2015 through to November 23, 2014.

Staff has reviewed the hosting agreement and recommends that Council authorize entering into an agreement with ROGERS SPORTSNET INC. to co-promote this Grand Slam of Curling Event.

In 2011 the net ticket sales were \$116,000. We would expect them to be higher for this year's event given the international notoriety and accomplishments of Team Jacobs. Also, this event is in the same calendar year as the Olympics and our experience with

events that have Olympic athletes is that we can expect increased ticket sales in the timeframe immediately following the Olympics in which the sport was played, as compared to “off-Olympic” years.

IMPACT

The major items in the agreement are:

1. The City would pay the event organizer \$130,000. for the event in two instalments (\$65,000 on October 24 and \$65,000 on November 23). The City would get the first \$100K of ticket revenues and 50% of ticket revenues over \$100K.
2. ROGERS will pay a \$25,000 hosting fee to the facility.
3. The Essar Centre plans to apply to the City's Major Sports and Conventions Fund for financial assistance with this event.
4. The event will provide the top Men's Curling teams in the world.
5. The City retains all Food and Beverage revenues.
6. Up to 80 volunteers will be required. The Soo Curlers Association has been approached and is agreeable to getting the volunteers. They assisted with the 2011 event as well. The Club would get the profits from the 50\50 ticket sales during the event.

Staff has prepared a spreadsheet (attached) outlining the estimated revenues and expenses. A very conservative approach was taken and a small profit is projected.

In discussions with the Commissioner of Finance, the fee could be funded from Essar Centre Operations with any event shortfall also being funded from the same area.

STRATEGIC PLAN

This matter is not specifically identified in the Corporate Strategic Plan.

RECOMMENDATION

It is recommended that the report of the Commissioner of Community Services regarding co-promoting the 2014 Grand Slam of Curling Event – 2014 National be received, and further that an agreement be entered into with ROGERS SPORTSNET INC. to co-promote this Grand Slam of Curling Event.

Bylaw 2014-99 appears elsewhere on your agenda and is recommended for approval.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

jbr/
cc: N. Kenny, City Solicitor
W. Freiburger, Commissioner of Finance and Treasurer
N. Fera, Manager Community Centres
attachments

Grand Slam of Curling

Projected Revenues

Ticket Sales Arena Share	110,000	
Arena License Fee	25,000	
Net Concession Catering	10,000	
Sport Tournament grant?	10,000	
Local Sponsorship	12,500	
Sub Total		167,500

House Expenses

Hosting Fee	130,000	
Local Advertising	12,500	
Ushers/Security	5000	
Conversion	3000	
Ski Patrol	1500	
Misc (Beer Garden Enter.)	6000	
Sub Total		158,000

Net Profit/Loss

9,500



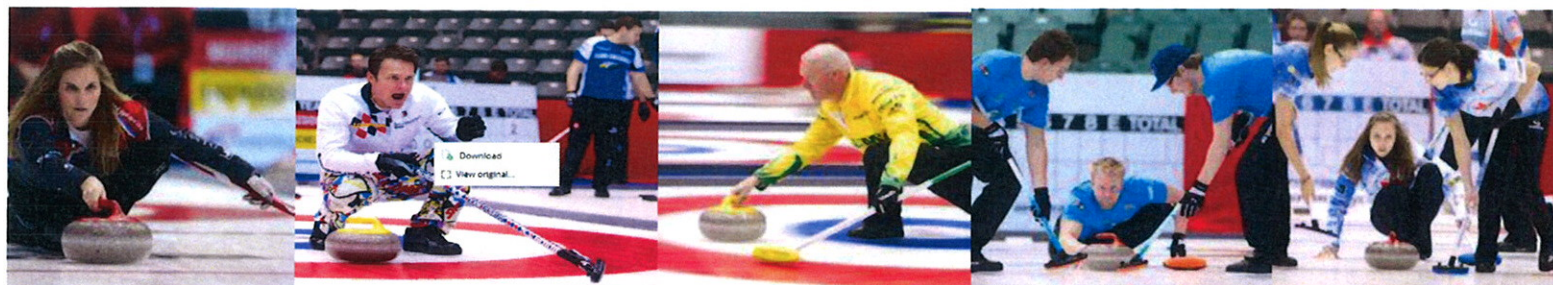
GSOC – DELIVERS A PASSIONATE AUDIENCE



GRAND SLAM OF CURLING

MASTERS | CANADIAN OPEN
NATIONAL | PLAYERS' CHAMPIONSHIP

Owned and operated by
Sportsnet, featuring the best
men's and women's teams
from Canada and around the
globe!





EVENT STRUCTURE



MASTERS

Top Men's & Women's teams
October 28 - Nov. 2, 2014



CANADIAN OPEN

Top Men's teams
December 10 - 14,
2014



NATIONAL

Top Men's teams
November 19-23, 2014



PLAYERS' CHAMPIONSHIP

Top Men's & Women's teams
April 7 - 12, 2015

SPORTSNET



CANADIANS LOVE THEIR CURLING!

Delivers a desirable audience

- GSOC delivers an audience that is **financially viable**, with investments as well as a **disposable income** that allows for a variety of **leisure activities** and other indulgences
- GSOC will attract **89,000** Canadians, **in-arena**, over four events
- 2012-13, an average of **205,100** Canadians tuned into GSOC, reaching **4.8 million** over the course of the four events



SPORTSNET

Source: BBM Canada, 2+ & A25-54 AMA, Average Weekly Reach and Cumulative Reach, Nov'12-Jan'13, Total Canada, Friday to Sunday Night Broadcasts.



NATIONAL AUDIENCES

Grand Slam of Curling – National Audiences

On average, nearly 205,000 2+ viewers tuned in to GSOC

Event	Ind. 2+			A25-54		
	AMA	AvWkRch	CumRch Build	AMA	AvWkRch	CumRch Build
The Masters (November 2012)*	214,700	2,965,000	2,965,000	39,200	994,000	994,000
Canadian Open (December 2012)	179,900	2,360,000	4,182,000	29,400	857,000	1,515,000
The National (January 2013)	185,100	2,030,000	4,799,000	26,700	713,000	1,889,000
The Players (April 2013)*	230,700	3,514,000	6,042,000	39,700	1,184,000	2,389,000
Total	205,000	2,717,000	6,042,000	34,400	937,000	2,389,000

Source: BBM Canada, 2+ & A25-54 AMA, Average Weekly Reach and Cumulative Reach, Nov'12-Apr'13, Total Canada. CumRch Build is based on cumulative reach for Event 1, Event 1+2, Event 1+2+3, etc.

SPORTSNET

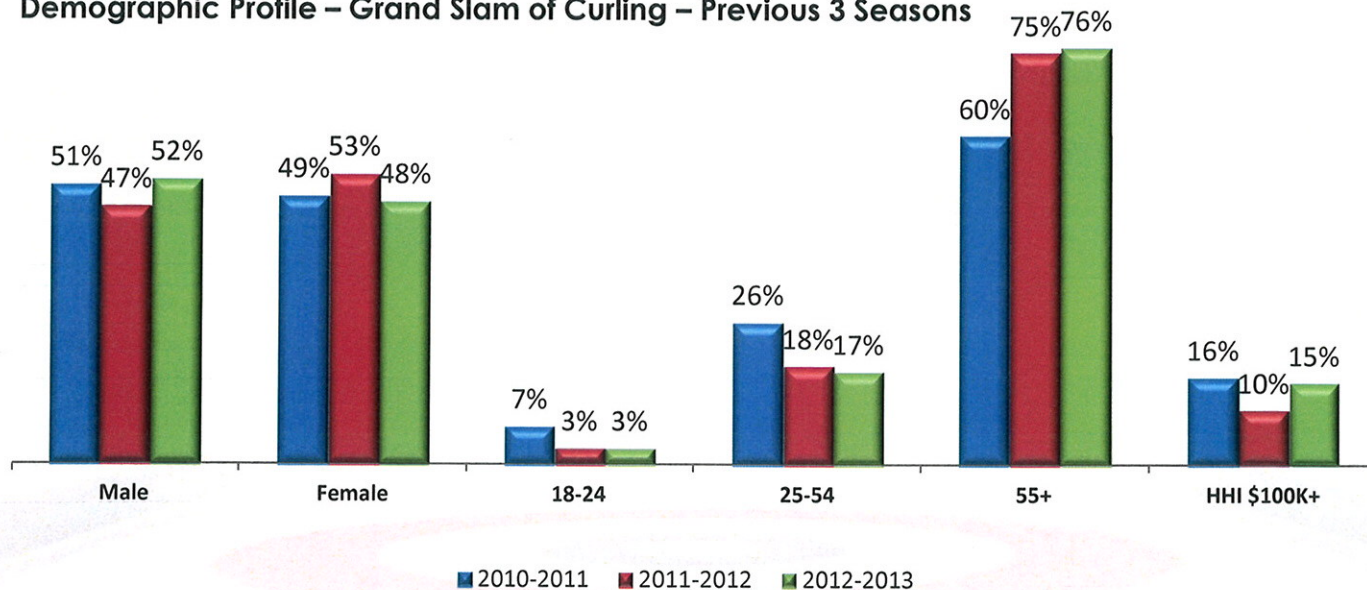


AUDIENCE PROFILE

Profile has been mostly consistent over 3 seasons

Average age has increased as broadcast schedule and host networks have changed, but sport remains very balanced in its deliver of male and female viewers. After income levels declined in 2011/2012 on CBC only, they rebounded with the addition of Sportsnet in 2012/2013.

Demographic Profile – Grand Slam of Curling – Previous 3 Seasons



Source: BBM Canada, Comp% of 2+ AMA(000), 2010/2011 & 2011/2012 based on CBC Total, 2012/2013 based on CBC/Sportsnet, Total Canada





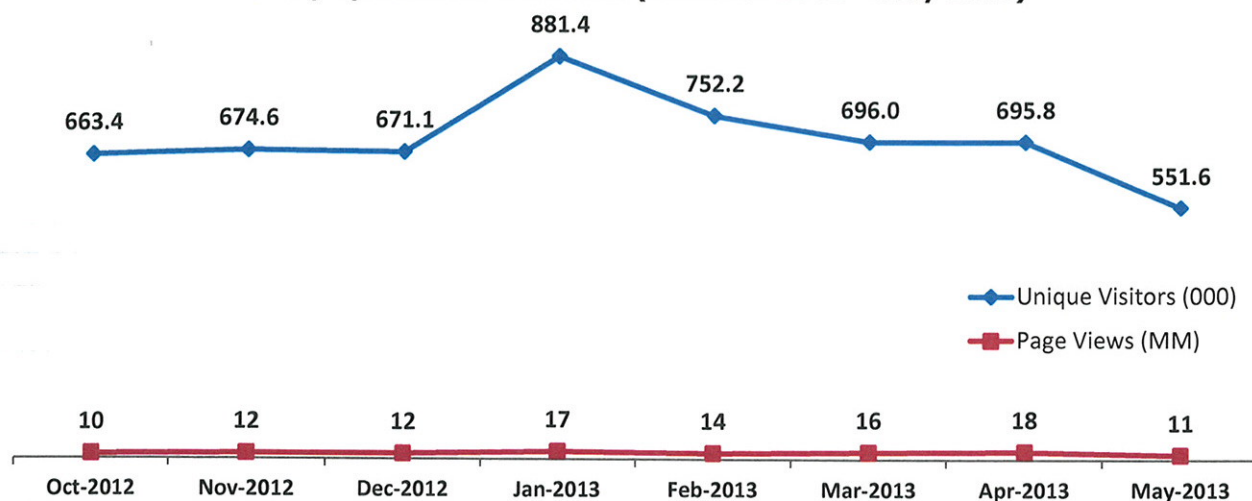
DIGITAL

On average, between October and April, 719,000 unique visitors accessed Sportsnet.ca, viewing 14 million pages.

Sportsnet.ca Data

More than 700,000 unique visitors accessed Sportsnet.ca

Monthly Sportsnet.ca Metrics (October 2012 – May 2013)



Other Insights:

- ✓ Peak unique visitors (881,400) during this period came in January 2013.
- ✓ Peak page views came in April 2013, with 18 million pages viewed.



Source: comScore Media Metrix, October 2012-May 2013, Home & Work, Canada, Total Audience



HOST: EVENT ASSETS

IN-ICE



Host will receive in-ice logos across 5 sheets:

- Logo above the hack on each of the 5 sheets (5 home, 5 away)- ten placements in total

SIGNAGE



Host will receive branding on the following:

- Hack Sign
- Rink Board Signage
- Scoreboard Signage

ACTIVATION



Host can activate the following assets and beyond:

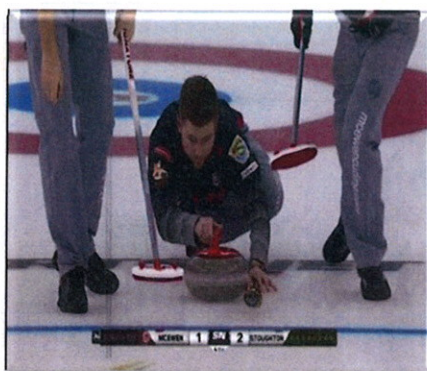
- 10 x10 Concourse Space
- 1 four-colour, full-page ad in event guide
- Hosting at the VIP lounge
- Access to select players for meet & greet

SPORTSNET



HOST MEDIA ELEMENTS: MEDIA

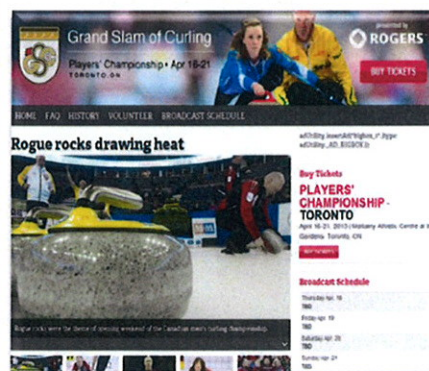
TV



Sportsnet and CBC

- 1 x :30 in each telecast (minimum of 8 broadcasts / 2.30 hrs)

DIGITAL



sportsnet.ca / thegrandslamofcurling.com

- Host promo banner during event window

SPORTSNET



HOST COMMUNITY OPPORTUNITY

- **Host Community Benefits:**

- Sportsnet to pay venue hard costs of \$25,000
- Community promotion across Sportsnet media assets tied to the event - \$50,000 in media assets (refer to slide 6 & 7)
- Ticket sales revenue up to \$100,000 (average ticket sales \$120,000 per event) Revenues greater than \$100,000 are split 50/50 (venue/GSOC)
- Hospitality/ beer garden sales
- 40 % of local Sponsorship sales
- 50/50 profits *- ticket draw (to club)*
- 18+ hours of national broadcast
- Event marketing across all Sportsnet platforms
- Ticket sales support
- **\$150,000 net**

SPORTSNET



HOST COMMUNITY TERMS

Host Community Deliverables:

- Turn over arena Saturday prior to event start date at 10:00pm – Sunday at 8:00pm to convert ice
- Fully functional ticketing office on site
- All available dressing rooms, referee rooms, production offices;
- House sound system, portable microphone, and podium;
- Internet access and bandwidth to the production office and press box with a hard wire;
- Tables, chairs, linens and garbage cans for backstage dressing rooms, event offices and designated meal areas;
- Backstage storage for all production equipment;
- A reasonable number of volunteers to assist with the Event (average 80 from local curling clubs)
- Provide full access to the arena and the general concourse area, public address systems and such other parts or areas of the Arena as may be necessary for the GSOC to present and produce the Event(i.e.: dressing rooms, production offices) at no charge.
- Provide an area for the GSOC Beer Gardens, staffing and entertainment in prime location in the venue and market locally in tandem with GSOC
- Help the GSOC event team secure hotel accommodations: approx. 93 rooms / 439 room night. Hotel to be in close proximity to the arena (this is a GSOC cost)

SPORTSNET



EVENT TERMS

GSOC Event Deliverables:

- Top ranked men's teams in the world based on the sports international ranking system (Order of Merit)
- Professional event production team, consisting of: an Operations Director, Operations Managers, Head Ice Technician and Assistant Ice Technician, Head Official, Head Statistician; Communication Manager to prepare and circulate all press releases/media
- National and local advertising, marketing and promotional support via the www.sportsnet.ca, theGrandSlamOfCurling.com website, commercial spots, radio ads, etc.
- Produce creative specific to the event with posters and strategic marketing materials
- All production equipment: Ice carpet, venue signage, rinkboards, in-ice logos, scoreboards, music, ice making equipment specific to the installation and maintenance of curling ice, etc.,
- Insurance coverage (\$5,000,000 general liability)
- All broadcast production, in house feed, rigging and any media requirements
- A minimum of 18 hours of national broadcast
- Manage all event logistics, operations and final settlement





COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Don Elliott, P. Eng., Director of Engineering Services

DEPARTMENT: Engineering and Planning Department

RE: Purchase of GPS Survey Equipment

PURPOSE

The purpose of this report is to obtain approval to sole source the purchase of a Global Positioning System (GPS) Smart Antenna, controller and appurtenances for the second total station survey instrument.

BACKGROUND

The Engineering Division has two total station survey instruments but only one has GPS capability.

ANALYSIS

Engineering technical staff advise that a second GPS unit will improve the productivity and efficiency of the second survey crew. Productivity is estimated to increase by approximately 15% in the acquisition of field information. The unit that is available from the local supplier of survey equipment, Total Precision Surveying is the one that is compatible with our total station.

IMPACT

The cost of this unit is \$19,600 including non-rebatable tax. There are sufficient funds in the engineering vehicle and equipment reserve to fund this purchase.

STRATEGIC PLAN

Improved efficiencies and production are linked to the Delivering Excellent Services Strategic Direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Purchase of GPS Survey Equipment

2014 05 12

Page 2

Resolved that the report of the Director of Engineering dated 2014 05 12 concerning the purchase one GPS Smart Antenna, controller and appurtenances from Total Precision Surveying for the price of \$19,600 with funds coming from the Engineering Vehicle and Equipment reserve, be approved.

Respectfully submitted,



Don Elliott, P. Eng.
Director of Engineering Services

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

File: 4.121



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Carl Rumiel, P. Eng., Design & Construction Engineer

DEPARTMENT: Engineering and Planning Department

RE: Reconstruction of St. Andrew's Terrace – North Street to John Street - Contract 2014-1E

PURPOSE

The purpose of this report is to obtain approval to award Contract 2014-1E. The project includes the Reconstruction of St. Andrew's Terrace from North Street to John Street.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, the Reconstruction of St. Andrew's Terrace is planned for the summer of 2014.

Tenders received for Contract 2014-1E were opened at a public meeting Thursday, May 1, 2014 in the Steelton Room of the Civic Centre. Present at the opening was Councillor Frank Fata as well as City staff and contractor representatives

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of **\$1,647,211.90** (including HST) was received from Palmer Construction Group Inc. This is below the consultant's pre-tender estimate of \$1,751,358.75.

IMPACT

When recoverable HST and PUC costs are removed and allowances for engineering and utility relocates are added, the City's cost to complete St. Andrew's Terrace is projected to be **\$1,444,689**. Within this amount we are under budget on the overall capital budget by \$306,298, under on the urban only budget by \$176,910 and slightly over on the sanitary sewer surcharge budget by \$52,910.

When we compare our other reconstruction projects for 2014, there are some under runs on this project that balance out over runs on the other projects. In fact, on our three accounts we are under budget by approximately \$50,000 on the Overall Capital, over budget by \$237,000 on the Urban Only, and over budget by \$806,000 on the Sanitary Sewer Surcharge. Our finance department has confirmed that we do have the funds to cover these over-runs. As well, our projects all carry healthy contingency allowances built into the contracts that often are not spent. We will monitor these projects to ensure that the overall 2014 program comes in on or near budget.

STRATEGIC PLAN

This is linked to the Strategic Plan through Objective 1B – Transportation Network Improvements.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2014 05 12 concerning the Reconstruction of St. Andrew's Terrace be received and the recommendation that Contract 2014-1E be awarded to Palmer Construction be approved.

By-law **2014-78** authorizing execution of Contract 2014-1E the Reconstruction of St. Andrew's Terrace and By-law **2014-109** authorizing the road closure of St. Andrew's Terrace (North Street to John Street) from May 13, 2014 until October 31, 2014 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design and Construction Engineer

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

Attach.



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Carl Rumiel, P. Eng., Design & Construction Engineer

DEPARTMENT: Engineering and Planning Department

RE: Reconstruction of Forest Avenue – The Crescent to Simpson Street – Contract 2014-2E

PURPOSE

The purpose of this report is to obtain approval to award Contract 2014-2E. The project includes the Reconstruction of Forest Avenue from The Crescent to Simpson Street and a small section of Simpson Street from Forest Avenue to Wellington Street East.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, the Reconstruction of Forest Avenue is planned for the summer of 2014. At the Council meeting of 2014 02 03, Council gave approval to include a short block of Simpson Street from Forest Avenue to approximately 30m north of Wellington Street in the Forest Avenue reconstruction project. This was in order to upsize a storm sewer that Forest Avenue discharges to on Simpson Street that is not an adequate size to convey the storm drainage.

Tenders received for Contract 2014-2E were opened at a public meeting Wednesday, April 30, 2014 in the Thompson Room of the Civic Centre. Present at the opening was Councillor Marchy Bruni as well as City staff and contractor representatives.

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of **\$2,754,055.66** (including HST) was received from R. M Belanger Limited. This is above the consultant's pre-tender estimate of \$2,360,380.73.

At the time that Council approved the addition of the Simpson Street block it was anticipated that the overall costs would still be in-line with the original 2014 budget allowance of \$1,250,000 for Forest Avenue. After our consultant got further along in the detailed design, it was determined that the best construction method would be to jack and bore the storm sewer, sanitary sewer and watermain crossing under the Canadian Pacific Railway crossing of Simpson Street. This has added considerable cost to the project.

IMPACT

When recoverable HST and PUC costs are removed and allowances for engineering and utility relocates are added, the City's cost to complete Forest Avenue/Simpson Street is projected to be **\$2,098,237**. Within this amount we are over budget on the overall capital budget by \$271,419, urban only budget by \$347,843 and the sewer surcharge budget by \$192,685. Reasons for these over-runs are the addition of the block of Simpson Street that included very costly jack and bore items for crossing under the railway. Further, the storm and sanitary pricing has been higher than anticipated on our other projects this year as well.

When we compare our other reconstruction projects for 2014, there are some under runs in other areas that balance out some of these over runs. In fact, on our three accounts we are under budget by approximately \$50,000 on the Overall Capital, over budget by \$237,000 on the Urban Only, and over budget by \$806,000 on the Sewer Surcharge. Our finance department has confirmed that we do have the funds to cover these over-runs. As well, our projects all carry healthy contingency allowances built into the contracts that often are not spent. We will monitor these projects to ensure that the overall 2014 program comes in on or near budget.

STRATEGIC PLAN

This is linked to the Strategic Plan through Objective 1B – Transportation Network Improvements.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2014 05 12 be received and the recommendation that Contract 2014-2E be awarded to R. M Belanger Limited be approved.

By-law **2014-102** authorizing execution of Contract 2014-2E the Reconstruction of Forest Avenue and By-law **2014-103** authorizing the road closure of Forest Avenue (The Crescent to Simpson Street) and Simpson Street (Forest Avenue to

Wellington Street East) from May 13, 2014 until October 31, 2014 appear elsewhere on the Agenda are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design and Construction Engineer

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

Attach.

May 1, 2014

Hand Delivered
131-23687-00

Mr. Carl Rumiel, P.Eng.
City Engineering Department
City of Sault Ste. Marie
99 Foster Drive, Civic Centre
Sault Ste. Marie, ON P6A 5N1

Dear Mr. Rumiel

**RE: City Contract № 2014-2E
Forest Avenue Reconstruction -- TENDER REPORT**

We are pleased to provide our Tender Evaluation Report and recommendation for the tenders received for the reconstruction of Forest Avenue.

Project Description

The work generally consists of the reconstruction of approximately 300 metres of Forest Avenue, from The Crescent to Simpson Street and approximately 50 metres of Simpson Street, from Forest Avenue to the Huron Central Railway tracks, including storm and sanitary sewers, watermains and appurtenances, and a sidewalk on the north side of Forest Avenue.

Tendering of the Works

The call for tenders was advertised in the City Information Column of the Sault Daily Star on April 5, 2014. Copies of the contract documents were also made available for review at the Sault Ste. Marie and Sudbury Construction Associations.

Two Addendum were issued to the contract on April 23, and April 28, 2014.

Tenders closed at the Civic Centre on April 30 at 3:00 p.m. and were opened publicly by representatives of the City and WSP Canada Inc. at approximately 3:15 p.m. on the same day.

Tender Prices

Three tenders were received for the works. The tender prices, as read at the tender opening, were as follows:

Contractor	Total Tender Price (including HST)	Ranking
Palmer Construction Group	\$3,418,260.77	3
Ellwood Robinson Limited	\$3,336,066.85	2
R. M. Belanger Limited	\$2,754,055.66	1

The tenders were checked for arithmetic accuracy, and no errors were encountered

All of the tenders were submitted with the appropriate Tender Deposit cheques in the amount of \$100,000, Agreements to Bond, and other required documentation. The Tender Deposit cheques were retained by the City for safe keeping. The submitted tenders all included a Contingency Allowance in the amount of \$100,000.

The Pre-Tender Estimate for the work was \$2,360,380.73 (including HST).

WSP's Experience with the Low Bidder

WSP is very familiar with R. M. Belanger Limited. and have worked on several municipal projects with them. It is our opinion that they are qualified and have the ability to successfully complete the assignment.

Completion Date

The contract documents required that all work be Complete by October 24, 2014. Final paving and restoration must be completed by June 30, 2015.

Tender Validity

The contract documents stipulated that tenders be open for acceptance for a period of 60 days following the closing date, or until June 29, 2014.

Approvals

An Environmental Compliance Approval under the Ontario Water Resources Act for sewer works on the project is required from the Ministry of the Environment prior to commencing construction. The application for this approval has been made, and we expect to receive the approval shortly.

Recommendation

WSP recommends that the City award the tender to R. M. Belanger Limited for a Total Tender Price of \$2,754,055.66 (inclusive of HST), subject to receipt of the Environmental Compliance Approval for the sewage works from the Ministry of the Environment.

Tender Deposit Cheques

We recommend that the tender deposit cheques of R. M. Belanger Limited and Ellwood Robinson Limited, the two low bidders, be retained until such time as a contract has been executed between the City and R. M. Belanger Limited. The remaining deposit cheque from Palmer Construction Group Inc. can be returned.

Original copies of the submitted Tenders will be hand delivered today.

The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

Yours very truly

WSP

A handwritten signature in blue ink, appearing to read "Monte Lucas", written over the printed name.

Monte Lucas,
Project Manager

ML:ljc

Encl. (3)



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Carl Rumiel, P. Eng., Design & Construction Engineer

DEPARTMENT: Engineering and Planning Department

RE: Reconstruction of London Street (North Street to Tancred Street – Contract 2014-3E

PURPOSE

The purpose of this report is to obtain approval to award Contract 2014-3E. The project includes the Reconstruction of London Street from North Street to Tancred Street.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, the Reconstruction of London Street is planned for the summer of 2014.

Tenders received for Contract 2014-3E were opened at a public meeting Thursday, April 17, 2014 in the Steelton Room of the Civic Centre. Present at the opening was Councillor Marchy Bruni as well as City staff and contractor representatives.

ANALYSIS

A total of four (4) tenders were received. All tenders submitted were found to be complete and are summarized on the attached sheet. The low tender of **\$1,924,058.68** (including HST) was received from 1531161 Ontario Inc. (o/a Boyer Construction Inc.) The second lowest bid was received from Palmer Construction Group Inc. at **\$1,982,102.17** (including HST). Both of these bids are above the City's pre-tender estimate of \$1,770,000.

As Council is aware, Boyer Construction failed to meet its contractual obligations last year on Contract 2013-1E, The Reconstruction of Queen Street East from Simpson Street to Pine Street. Boyer defaulted on the contract and the City re-tendered the last block from Riverview Drive to Pine Street this year with Contract 2014-5E, Resurfacing of Queen Street East. The failure of Boyer to

complete that project has added additional costs and it continues to do so as the price to complete that portion of the work has risen from 2013.

Further, in terms of the City's experience with Boyer Construction last year, City staff note significant concerns, specifically, Boyer's failure to respond to claims for damages from residents, their failure to respond to both the City and our Consultant's requests to increase their workforce to make up for lost time, their failure to deliver the Contract on time and on budget and their overall poor construction management. Most recently, the City has become aware that due to substandard construction practices on Queen Street by Boyer Construction, four homes were flooded with sanitary sewage. This was totally avoidable and unnecessary.

Within the Contract, Paragraph 22 in the "Information to Tenderers" section states that "the City reserves the right to reject any and all tenders and the lowest tender will not necessarily be accepted".

The City Engineering and Legal Department have carefully analyzed the two lowest tenders received, including the amount of the tender and the experience and capability of the Contractors. City Staff have significant concerns that awarding the Contract to Boyer Construction would not result in the best value for the City. Most significantly, if the contract were awarded to Boyer the City feels that it is probable that it would be forced to incur undue extra costs in quality assurance and added construction time.

At this point in time we cannot recommend awarding any further work to Boyer Construction as a General Contractor until current outstanding issues have been resolved. Should we receive tenders from another Contractor who is carrying Boyer Construction as a sub-contractor, we would accept them since the General Contractor would be carrying all the responsibility.

IMPACT

When recoverable HST and PUC costs are removed, the City's cost to complete London Street is projected to be **\$1,390,121** which is under the 2014 Budget Allowance of \$1,800,000. Within this amount we are under budget on the overall capital budget by \$483,707, under budget on the urban only budget by \$25,554 and over budget on the sanitary sewer surcharge budget by \$75,339.

When we compare our other reconstruction projects for 2014, there are some under runs on this project that balance out over runs on the other projects. In fact, on our three accounts we are under budget by approximately \$50,000 on the Overall Capital, over budget by \$237,000 on the Urban Only, and over budget by \$806,000 on the Sanitary Sewer Surcharge. Our Finance Department has confirmed that we do have the funds to cover these over-runs. As well, our projects all carry healthy contingency allowances built into the contracts that

often are not spent. We will monitor these projects to ensure that the overall 2014 program comes in on or near budget.

STRATEGIC PLAN

This is linked to the Strategic Plan through Objective 1B – Transportation Network Improvements.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2014 05 12 concerning the Reconstruction of London Street be received and the recommendation that Contract 2014-3E be awarded to the second low bidder, Palmer Construction Group Inc. be approved.

By-law **2014-110** authorizing execution of Contract 2014-2E the Reconstruction of London Street and By-law **2014-111** authorizing the road closure of London Street (North Street to Tancred Street) from May 13, 2014 until October 31, 2014 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design and Construction Engineer

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb
Attach.



2014 05 12

Our File: Contract 2014-3E

CONTRACT 2014-3E

RECONSTRUCTION OF LONDON STREET

LIST OF BIDDERS

CONTRACTOR	TOTAL BID PRICE
1531161 Ontario Inc. o/a Boyer Construction	\$1,924,058.68
Palmer Construction Group Inc.	\$1,982,102.17
Ellwood Robinson Limited	\$2,142,567.97
R. M. Belanger Limited	\$2,188,929.44



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik

DEPARTMENT: Legal Department

RE: Surrender of Lease Agreement and Offer to Purchase Agreement (294 Willow Avenue)

PURPOSE

The purpose of this report is to seek Council's approval of a Surrender of Lease Agreement between the City, The Board of Health for the District of Algoma Health Unit, operating as Algoma Public Health ("APH") and Sault College of Applied Arts and Technology ("Sault College") with respect to the lands and premises owned by the City and known municipally as 294 Willow Avenue ("Subject Property"). The report further advises Council of an Offer to Purchase Agreement received from APH for the Subject Property and recommends that Council approve same.

BACKGROUND

In 2009, the Federal Government announced the Infrastructure Stimulus Program. An arrangement was thereafter entered into between the City, Algoma Public Health and Sault College in order to qualify for funding to construct a 70,000 square foot building on the Subject Property to be leased and operated by APH. To facilitate same, on October 14, 2009, Sault College transferred the Subject Property to the City for a nominal value. The City thereafter entered into the Infrastructure Stimulus Fund Contribution Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure and the Minister of Agriculture, Food and Rural Affairs dated September 14, 2009. The Building was constructed and the City has since leased the Subject Property to APH pursuant to a Lease Agreement dated September 28, 2009.

It was understood that the City would divest itself of its interest in the said Subject Property at the earliest opportunity. APH together with Sault College has approached the City to now effect same in the form of a Surrender of Lease and Offer to Purchase.

ANALYSIS

As it relates to the City, the Surrender of Lease Agreement (“Surrender”) confirms that APH surrenders the Lease and the Subject Property to the City effective May 16, 2014. APH further agrees to indemnify and save the City harmless from any causes of action that may arise out of the Lease or the Surrender, whether now known or which may arise in the future. The Surrender provides all necessary protections to the City and confirms that the City shall be at no risk, liability or expense from the Surrender and the coinciding transfer of the Subject Lands as discussed below.

With respect to the Offer to Purchase, APH offers to purchase the Subject Property from the City for a nominal amount, with a closing date also of May 16, 2014.

By authorizing these Agreements, Council will effect the divesting of the Subject Property as was contemplated from the outset of this arrangement.

IMPACT

Not Applicable

STRATEGIC PLAN

Not Applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor dated 2014 05 12 concerning the Surrender of Lease Agreement between the City, The Board of Health for the District of Algoma Health Unit, operating as Algoma Public Health and Sault College of Applied Arts and Technology regarding 294 Willow Avenue and further that the Offer to Purchase Agreement between Algoma Public Health and the City, also regarding 294 Willow Avenue be received and the recommendation that Council authorize the execution of the Surrender of Lease Agreement and Offer to Purchase Agreement be approved.

Report to Council – Surrender of Lease Agreement and Offer to Purchase Agreement (294 Willow Avenue)

2014 05 12

Page 3.

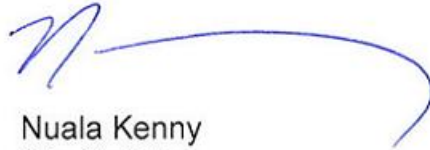
By-law 2014-94 authorizing the execution of the Surrender of Lease Agreement and By-law 2014-95 authorizing the Offer to Purchase Agreement appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

MBS/da

LEGAL\STAFF\COUNCIL REPORTS\2014\APH LEASE SURRENDER AG84 AND OFFER PR1.52 .DOCX



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Property Declared Surplus Greenwood Avenue

PURPOSE

The purpose of this report is to recommend to Council that the property located to the west of Old Garden River Road, abutting 340 Old Garden River Road, legally described as Greenwood Av PL H465 Tarentorus; Sault Ste. Marie (PIN 31511-0177) and 1 FT Reserve E Limit of Greenwood Av PL H465 Tarentorus; Sault Ste. Marie (PIN 31511-0186) be declared surplus and be offered for sale by the City in accordance with the City's new policy for the disposition of land.

ATTACHMENT

Attached as Schedule "A" is a drawing of the property, with the property shown as "Subject Property".

BACKGROUND

The City was contacted in 2012 by the owners of 340 Old Garden River Road (Mr. Tony Cavaliere) to purchase the Subject Property. Mr. Cavaliere owns the lot immediately south of the Subject Property.

The request was circulated to various City departments for comments.

The Engineering Department indicated that there is a swale located near the south end of the Subject Property running in an east/west direction. Engineering has requested that it be made a condition of any sale of the Subject Property that the future property owner shall be required to satisfy the City's Commissioner of Engineering and Planning that any development of the Subject Property adequately address any drainage issues that may result from the development and the presence of the swale, including any impact same will have on the property to the south of the Subject Property. The Planning Department

indicated no concerns or comments with having the Subject Property declared surplus and made available for sale.

The Department of Public Works and Transportation confirmed that the Subject Property is not officially part of the park development and as a result has no issues regarding the potential sale of the property.

Sault Ste. Marie Region Conservation Authority advised that the Subject Property is not located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses and is also subject to the Shoreline Management Plan.

The Subject Property is approximately 66 feet by 96 feet. The abutting owner has provided a valuation for the Subject Property.

Additionally, the Legal Department has reviewed a request from the owners of 25 Eastwood Avenue (Mr. and Mrs. Pidgen). The Pidgen property is located immediately north of the Subject Property. The Pidgen's have requested to purchase a "day light triangle" on the Subject Property. The purchase of the triangular parcel will allow the Pidgen's to "square off" their existing lot. The sale of the triangular parcel will not significantly impact the sale of the balance of the Subject Property. Attachment "A" hereto outlines the triangular parcel.

ANALYSIS

If Council declares the Subject Property surplus the property will be advertised once in the Sault Star and also appear on the City web page.

IMPACT

If the City decides to dispose of the Subject Property it would be consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

Resolved that By-law 2014-96 being a by-law to declare the City owned property legally described as PIN 31511-0177 (LT) Greenwood Av PL H465 Tarentorus; Sault Ste. Marie and PIN 31511-0186, 1 FT Reserve E Limit of Greenwood Av PL H465 Tarentorus; Sault Ste. Marie as surplus to the City's needs and to authorize the disposition of the said property to the abutting owner, Tony Cavaliere and notice of same will be placed in the Sault Star and further, to authorize the disposition of the "daylighting triangle" as shown on Attachment "A"

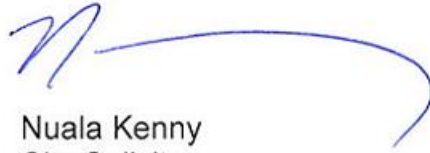
hereto to Mr. and Mrs. Pidgen be passed in open Council this 12th day of May, 2014.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



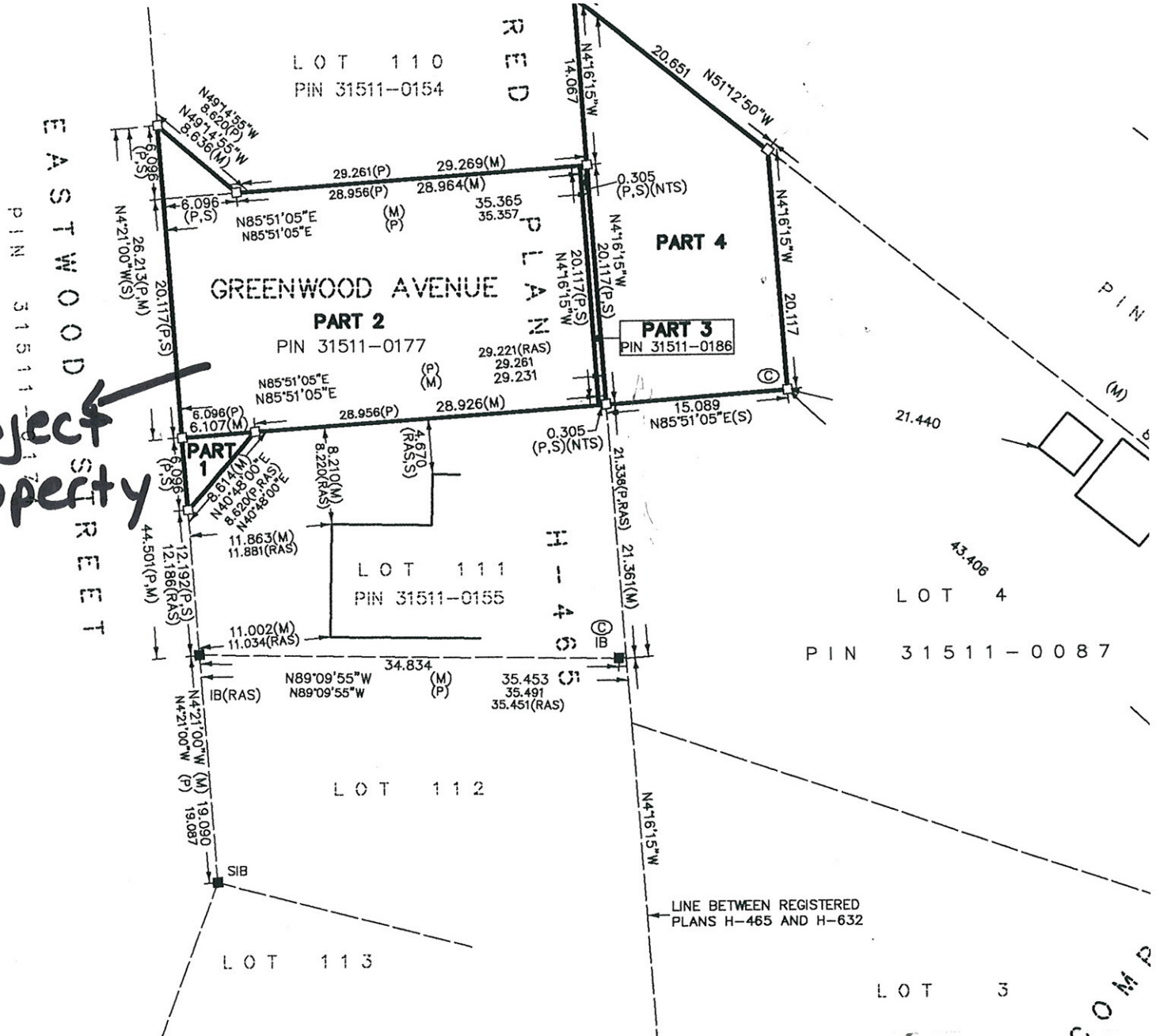
Nuala Kenny
City Solicitor

MBS/cf

Attachment

Staff/Reports/2014/PR1.3 Greenwood Ave May 12/14

Subject Property



METRIC NOTE

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM REAL TIME KINETIC OBSERVATIONS USING MONUMENTS (A) AND (B) HAVING A BEARING OF N40°42'55"E UTM ZONE 16 NAD 83 (CSRS)(1997.0) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10.

POINT ID	NORTHING	EASTING
ORP A	5157887.391	706351.885
ORP B	5158016.461	706462.963
ORP C	5157998.128	706356.633

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

SCALE FACTOR NOTE

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING





COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik

DEPARTMENT: Legal Department

RE: Sale of City Owned Property (Vivian Avenue); Parts 1 and 2 1R12405

PURPOSE

The purpose of this report is to advise Council of the offer received on the City owned property described as all of Vivian Avenue Plan M391, being Part 1, Plan 1R12405 (PIN 31593-0050) and Block 29, Plan M391, being Part 2, Plan 1R12405 (PIN 31593-0042) Sault Ste. Marie.

ATTACHMENT

Attached as Schedule "A" is a drawing, with the property shown as "Subject Property".

BACKGROUND

At its meeting on June 10, 2013, City Council by By-law 2013-61 stopped up, closed and authorized the conveyance of a street in the Sharon Hill II Subdivision, described as PIN 31593-0050 (LT) PCL 6942 SEC AWS; Vivian Av Plan M391 Korah; Sault Ste. Marie.

At its meeting on February 18, 2014, City Council by By-law 2014-41 declared the property described as PIN 31593-0042 (LT) PCL 9516 Sec AWS; BLK 29 PL M391 Korah; Sault Ste. Marie, being a 1' reserve in the Sharon Hill Subdivision, as surplus to the City's needs and authorized the disposition of the said property.

The property described as PIN 31593-0050 (LT) PCL 6942 Sec AWS; Vivian Av PL M391 Korah; Sault Ste. Marie in By-law 2013-61 was advertised and a notice was put in the Sault Star on May 4, 2014 as well as the City's web page indicating that the portion of Vivian Avenue abutting 602 Connaught Avenue would be closed. The property described as PIN 31593-0042 (LT) PCL 9516 Sec AWS; BLK 29 PL M391 Korah; Sault Ste. Marie in By-law 2014-41 was

advertised and a notice was put in the Sault Star on February 22, 2014 and March 1, 2014, indicating that the property legally described as PIN 31593-0042 being a 1' reserve in the Sharon Hill II Subdivision abutting the unopened portion of Vivian Avenue would be closed.

The Legal Department received an Agreement of Purchase and Sale for the Subject Property from Carlo Gervasi, in Trust for a Company to be Incorporated, as Purchaser for the purchase price of Thirty-Three Thousand (\$33,000.00) Dollars, plus HST. The Legal Department also received an appraisal valuing the Subject Property at Thirty-Three Thousand (\$33,000.00) Dollars.

Bell Canada has advised they have cable lines running through the Subject Property. An easement with Bell Canada will be formalized prior to completion of this sale.

An access easement over the property described as PIN 31593-0050 (LT) PCL 6942 Sec AWS; Vivian Av PL M391 Korah; Sault Ste. Marie will be given to the neighbouring property at civic 610 Connaught Avenue prior to completion of this sale.

The Agreement of Purchase and Sale formalizes these easement requirements in the form of conditions. The Agreement of Purchase and Sale also confirms the Purchaser has agreed to designate the Subject Property as an area of site plan control.

ANALYSIS

Not applicable

IMPACT

If the City decides to dispose of the property it would be consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor dated 2014 05 12 concerning the sale of City owned property (Vivian Avenue); Parts 1 and 2 1R12405 be received and the offer received from Carlo Gervasi: in Trust for a

Report to Council – Sale of City Owned Property (Vivian Avenue); Parts 1 and 2
1R12405
2014 05 12
Page 3.

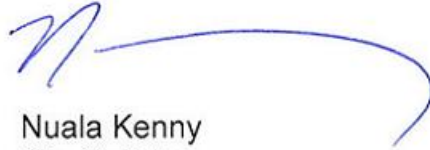
Company to be Incorporated in the amount of Thirty-Three Thousand (\$33,000.00) Dollars, plus HST for the property described as all of Vivian Avenue Plan M391, being Part 1, Plan 1R12405 (PIN 31593-0050) and Block 29, Plan M391, being Part 2, Plan 1R12405; (PIN 31593-0042) Sault Ste. Marie. By-law 2014-107 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

MBS/da
Attachment

Legal/CouncilReports/Sale of City Owned Property (Vivian Avenue); Parts 1 and 2 1R12405 Map 54.docx



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Bellevue Park Locomotive

PURPOSE

The purpose of this report is to repeal By-law 2011-38 which designates the Bellevue Park Locomotive as heritage.

BACKGROUND

On March 7, 2011 City Council passed By-law 2011-38 pursuant to Section 29 of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 designating the Bellevue Park Locomotive ("Porter") to be of architectural or historic value or interest. This designation request came on the advice of the Sault Ste. Marie Municipal Heritage Committee.

ANALYSIS

While the Sault Ste. Marie Municipal Heritage Committee wishes for the designation to remain in effect, it is the position of City staff for the designation to be removed. The locomotive is a chattel, not real property; therefore the designation pursuant to the Act is inappropriate. Merely because the locomotive is heavy and difficult to move does not render it a fixture or real property.

IMPACT

N/A

STRATEGIC PLAN

N/A

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that By-law 2014-104 which has the effect of repealing By-law 2011-38, be passed in open Council this 12th day of May, 2014.

Report to Council – Bellevue Park Locomotive
2014 05 12
Page 2.

Respectfully submitted,

A handwritten signature in blue ink, consisting of a stylized 'N' followed by a long, sweeping horizontal line that curves upwards at the end.

Nuala Kenny
City Solicitor

NK/cf

Staff/Council Reports/2014/Bellevue Park Locomotive may12.14



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng. Deputy Commissioner

DEPARTMENT: Public Works and Transportation Department

RE: Landfill Tipping Fee Rebate – Pilot Project Not-For-Profit Organizations

PURPOSE

The purpose of this report is to seek Council's support to continue with the landfill tipping fee rebate program for not-for-profit organizations.

BACKGROUND

A pilot project was run in 2013 that allowed not-for-profit organizations to apply for a rebate for the landfill tipping fees they were charged for waste that was diverted through their various programs such as the Kidney Klotches collection bins. Mr. Gary Barnes, Waste Diversion Supervisor, will be present at Council to explain the results of the project. The presentation is attached for reference.

ANALYSIS

In general, the programs offered by these organizations have a positive effect on the life of the landfill. It is estimated that 90% of the material collected through the various programs is in fact diverted from the landfill. The 10% that does remain 'true waste' resulted in a rebate to the groups of approximately \$8,670.00 which was less than the estimated \$10,500.

IMPACT

Overall, the Landfill Reserve was reduced by the amount of the credit, however, the airspace saved by all of the material diverted through these programs is substantial.

STRATEGIC PLAN

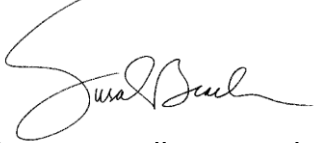
This project is linked to the Corporate Strategic Plan: Developing Solid Infrastructure, Environmental Leadership.

RECOMMENDATION

It is therefore recommended that Council take the following action:

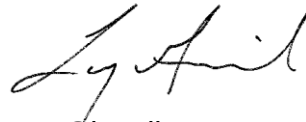
“Resolved that Council approve the continuation of the Landfill Tipping Fee rebate program and furthermore that the Landfill Reserve be used offset the refund to be provided.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner, PWT

Recommended for approval,



Larry Girardi
Commissioner, PWT

PUBLIC WORKS AND TRANSPORTATION - LANDFILL DIVISION

*** A BEST PRACTISE ***

NOT-FOR-PROFIT ORGANIZATION – TIPPING FEE REBATE PROGRAM

Council Resolution in June, 2012 asked PWT to address a request put forward by the Kidney Foundation and the Kidney Clothes drop off boxes.

These boxes collect material for reuse that would otherwise be destined for the municipal landfill site.

We recognized other similar not-for-profit groups operate program that do save landfill space. There does remain a portion of 'unusable material' that that ends up at the site.

We contacted other northern municipalities and put together the framework for an annual rebate program.

PWT reported back to Council in September, 2013 with the qualifying information and the estimated cost to the City (\$10,500).



Qualifications Required on Application

The Organization has to verify that:

- It is not for profit;
- The primary operation of this organization is within the City limits ;
- Signage shall be posted at all times and/or a public education program exist with regards to acceptable items;
- In order to qualify it must be the significant purpose and role of the non-profit organization to accept the donation of used goods for the purpose of:
 - Distribution of the used goods to persons in need in the City; or
 - Sale for the purpose of raising funds for charitable or benevolent purposes within the City.

The organization is asked to describe the activities which allow it to qualify and indicate collection locations and summarize the primary use of the material.

Photos of Typical Kidney Clothes Drop-off Location



Items beyond the scope of the program are left at drop-off locations



Note signage (partially snow covered) indicating site is monitored and accepts clothes only

Organizations That Applied

- In total 6 organizations applied:
(Habitat for Humanity, Salvation Army, Kidney Foundation, Canadian National Institute for the Blind, ARCH, St. Vincent Place,)
- 4 organizations provided final submission including landfill receipts:
(ARCH, Habitat for Humanity, Salvation Army, Kidney Foundation)

The total tonnage brought to the landfill: (85 tonnes)

Resulting in a total credit of \$8,670.00

Estimating that 750 tonnes was diverted from the landfill from these organizations.

Benefits to Organizations

- Debbie Dunham of Kidney Clothes Sault Ste. Marie has written to the City:

"I would like to thank you for assistance with the city's Landfill Tipping Fee rebate program. The funds that we raise through the Kidney Clothes program help keep the programs and services of Kidney Foundation of Canada going and support research. The landfill fee rebate program has helped to provide additional support..."

Habitat for Humanity – ReStore

- Significant list of acceptable items
- Unaccepted items are also clear
- Hours of operation are also noted

Landfill definitely benefits from diversion of this material



ACCEPTABLE RESTORE DONATIONS

All items will be inspected to ensure quality & condition for resale

- ✓ Appliances
- ✓ Architectural items - Columns, mantels, antique windows, porch posts;
- ✓ "How To" Books - plumbing, electrical, carpentry, etc;
- ✓ Cabinets & Countertops
- ✓ Doors - Pre-hung, slab, exterior or interior entry, sliding glass
- ✓ Electrical - wire, plugs, plates/conduit & other electrical hardware
- ✓ Fans & ceiling fans w/lights (must be working & include all mounting hardware);
- ✓ Flooring Materials - carpet/vinyl/wood/ceramic
- ✓ Furniture must be clean and in good condition
- ✓ Hardware - doors, cabinets, etc
- ✓ Insulation - new only
- ✓ Lighting - fluorescent & incandescent, including fixtures
- ✓ Lumber - framing, trim, pressure treated, decking, paneling/plywood/milled lumber, nail free
- ✓ Masonry - cinderblock/bricks/paving stone/deck blocks/pads
- ✓ Paint/Wall Coverings - latex/stains with colour identification, (full cans)
- ✓ Plumbing Fixtures & Hardware - sinks/bathtubs/toilets- pvc/metal/copper pipe & fittings
- ✓ Roofing Materials - shingles/rolls/gutter materials
- ✓ Sheet Rock, Wallboard, Drywall - must be large enough for resale
- ✓ Tools - hand and power tools - working condition must be identified
- ✓ Vents - flooring/ceiling/return - must be clean and in working condition
- ✓ Vinyl Siding & Accessories - full length pieces preferred
- ✓ Windows, Screens & Blinds - including hardware if possible

UNACCEPTABLE PRODUCTS

Piano's	Organs
Clothing or Used Draperies	Computers/Monitors or Accessories
Large Freezers over 20 cu ft	Electronics
Hazardous or Toxic Chemicals	Pesticides (liquid or powder)
Cribs/High Chairs/Car Seats	Scrap Lumber (very small pieces)
Box springs and mattresses	Unframed Glass
Broken Glass or Broken Mirrors	

If you are unsure of what we will accept, please contact us at 941-9646

We are open to the public Mon, Tue, Wed, Fri 9:00 am to 5:00 pm

Thur 9:00 am to 6:00 pm and Saturdays 9:00 am to 3:00 pm

NO DUMPING AFTER HOURS

Recommendation to Continue Program

- Ultimately, the program was not onerous to administer by PWT;
- Several Not-for-Profit Organizations benefitted
- Their programs are completely administered and operated by their groups and our landfill and community benefits by the diversion – estimated at 90% of what they collect
- Cost to the City minimal and within estimate (\$10,500 from Landfill Reserve)
- If the continuance of the program is approved tonight by Council any other organizations interested in participating in the tipping fee rebate program should contact:

Gary Barnes, Waste Diversion Supervisor
(705) 759-5201



COUNCIL REPORT

2014 05 12

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Mike Blanchard, Manager – Equipment/Building Maintenance

DEPARTMENT: Public Works and Transportation Department

RE: Public Works New Equipment Needs 2014

PURPOSE

We request approval at this time to prepare specifications to solicit bids for the various pieces listed in the attachment to this report.

BACKGROUND

On an annual basis, the Public Works Department brings to Council, a proposed list of equipment, purchases and trade-ins for the upcoming year as part of our fleet management program. This year's list is attached, as well as a detailed Budget Detail Estimate for each piece of equipment, and the Procedure used by Public Works and Transportation in equipment selection and replacement.

ANALYSIS

This spring the Public Works Divisional Managers compiled a list of equipment needs and replacement for 2014. The Manager of Equipment/Building Maintenance compiled the lists of equipment, and established a budget figure within existing available reserves. The 2014 budget figure for the required equipment from the Public Works Equipment Reserve is \$1,483,000.00. The budget figure for the required equipment from the Landfill Tipping Fee Reserve is \$150,000.00. While the budget figure from the Cemetery Reserve is \$130,000.00.

IMPACT

These Capital purchases will be coming from the Public Works Equipment Reserve, Landfill Tipping Fee Reserve and Cemetery Reserves for a total estimated budget of \$1,763,000.00.

STRATEGIC PLAN

This initiative is in keeping with the Strategic Plan, Objective 1C – Property Management and Development for the PWT Equipment Program Review.

RECOMMENDATION

It is therefore recommended that Council take the following action:

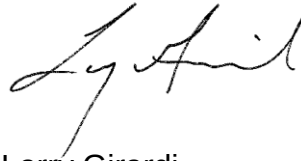
Resolved that the report of Manager of Equipment/Building Maintenance dated 2014 05 12 concerning Public Works New Equipment Needs 2014 be received and recommended for approval.

Respectfully submitted,



Mike Blanchard
Manager of Equipment and Building
Maintenance

Recommended for approval,



Larry Girardi
Commissioner

Attachment (s)

Proposed New Equipment for 2014					
Public Works (Cost Centre 20-425-4012-8261)					
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
1	1	Plow Truck with Combo Sander	#239 1998 Freightliner Plow	\$ 10,000.00	\$ 195,000.00
2	1	Sander Truck	#245 2002 Freightliner Sander	\$ 10,000.00	\$ 195,000.00
3	1	Rear Spreader for Dump Boxes	NEW		\$ 80,000.00
4	1	Trackless Style Sidewalk Machine c/w blower, sweeper, plow & sander	#629 - 2003 TRACKLESS VEHICLE, #738, #775, #1208, 1455 Snowblowers	\$ 15,000.00	\$ 180,000.00
5	1	Loader Mounted Snowblower	#287 - 1980 4 WHEEL DR. SMI BLOWER	\$ 6,500.00	\$ 165,000.00
6	1	Front End Loader	NEW	\$ -	\$ 220,000.00
7	1	Used Front End Loader	#406 1998 Case 621B	\$ 21,000.00	\$ 95,000.00
8	6	Half Ton Pickups	Units #1,3,6 1999 Ford, Unit #9 2000 Chev, Units #15,16,17,19 2001 Chev, Unit #176 1997 Chev	\$ 4,000.00	\$ 138,000.00
9	1	Welders One Ton	#143 1994 Chev One Ton	\$ 800.00	\$ 35,000.00
10	1	Diesel Fired Hot Box	#959 Propane Hot Box	\$ 1,000.00	\$ 45,000.00
11	1	Equipment Storage Garage Floor	NEW		\$ 60,000.00
		Public Works Total:		\$ 68,300.00	\$ 1,408,000.00
Parks (Cost Centre 20-425-4012-8261)					
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
12	1	Multi-Deck Riding Mower	#649 2006 JD Riding Mower	\$ 2,000.00	\$ 75,000.00
			Parks Total:	\$ 2,000.00	\$ 75,000.00
		Total New Equipment Cost Centre 20-425-4012-8261:			\$ 1,483,000.00
Landfill Tipping Fees					
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
13	1	Landfill D6 Undercarriage & Repairs	N/A		\$ 90,000.00
14	4	Compactor Wheels	Recore Wheels		\$ 60,000.00
			Landfill Tipping Fees:	\$ -	\$ 150,000.00
Cemeteries Reserves					
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
15	1	Bobcat and snowblower	#2207 2004 Bobcat Utility Work Machine	\$ 5,000.00	\$ 75,000.00
16	2	Half Ton Pickups with lift gates	#0023-2002 Ford #0225-2006 Ford	N/A	\$ 55,000.00
		Total Cemetery Reserves:		\$ 5,000.00	\$ 130,000.00
		GRAND TOTAL FOR THIS PROPOSAL FOR 2014:			\$ 1,763,000.00

City of Sault Ste. Marie Public Works and Transportation Budget Detail Estimates 2014				
Prepared By: Mike Blanchard		Date: May 12, 2014		
Item	Description Detail: One (1) Plow Truck with Combo Sander	Status	Estimated Cost	
1	Plow Trucks are used to clear snow, wing back snow banks and perform winter snow removal. In the summer months, the wing and plow are removed and the truck is used as a dump truck for summer roadway and sewer construction projects. Replacement Detail: #239 1998 Freightliner Plow Truck This unit has been in our fleet for 15 years. Plow Trucks are used extensively during the winter months. They are also used in the summer construction season. It is not considered cost effective to continue to repair this plow truck considering its use, corrosion due to winter	Replacement	\$ 195,000.00	
	Estimated Trade In Value		\$ 10,000.00	
Item	Description Detail: One (1) Sander Truck	Status	Estimated Cost	
2	Public Works has seven dedicated trucks used to spread sand and salt for winter operations. In the summer months these trucks are used for summer construction projects. This unit has a belly blade to clear slush and snow. Replacement Detail: #245 2002 Freightliner Sander This unit has been in our fleet for 12 years. Because of the harsh abrasive work that it completes, and the salt that creates corrosion problems it is not cost effective to continue to repair this unit.	Replacement	\$ 195,000.00	
	Estimated Trade In Value		\$ 10,000.00	
Item	Description Detail: One (1) Rear Spreader for Dump Boxes	Status	Estimated Cost	
3	Public Works requires sanders to be used with some plow trucks during winter operations. Many current plow trucks do not have sanders. This unit can be install into the back of a contractor style dump box to spread sand behind plow trucks not equipped with sanders.	NEW	\$ 80,000.00	
Item	Description Detail: One (1) Municipal Sidewalk Tractor	Status	Estimated Cost	
4	This piece of machinery is a key piece used by the Public Works Department for sidewalk snow removal and sweeping sand removal. It is also used by the Parks Department for flailing and mower operations in the summer months. This machine will also be utilized for maintaining the new Hub Trail system. Replacement Detail: #629 2003 Trackless Vehicle Because of the age of the unit and the harsh work it completes, it is not considered cost effective to continue to repair this unit. We will also trade in a number of sidewalk snowblowers that have maintenance issues.	Replacement	\$ 180,000.00	
	Estimated Trade In Value		\$ 15,000.00	
Item	Description Detail: One (1) Loader Mounted Snowblower	Status	Estimated Cost	
5	This piece of equipment is an attachment that is used by Public Works to remove snowbanks during winter operations. This equipment is critical to remove snowbanks to increase road width, clear catchbasins for runoff while providing the benefit of sand and salt removal. Replacement Detail: #287 1980 4 Wheel Drive SMI Blower This piece of equipment is used only for snowbank removal. Because of its age it is difficult and costly to get parts. It is not considered cost effective to continue to repair this unit.	Replacement	\$ 165,000.00	
	Estimated Trade In Value		\$ 6,500.00	

Item	Description Detail: One (1) Front End Loader	Status	Estimated Cost
6	This Front End Loader is necessary for the use of the Loader Mounted Snowblower. It will also be used for Winter Operations in snow removal and for use with the Public Works Asphalt Zipper used to repair potholes.	NEW	\$ 220,000.00
Item	Description Detail: One (1) Used Front End Loader	Status	Estimated Cost
7	This Front End Loader is necessary for the use of the Loader Mounted Snowblower. It will also be used for Winter Operations in snow removal and for use with the Public Works Asphalt Zipper used to repair potholes. This unit was a rental 2009 Case 821E unit that was used during the 2013/2014 Winter Operation season. Some of the rental costs will be applied to the purchase of this unit and includes a trade in front end loader. Replacement Detail: #406 1998 Case 621B This piece of equipment is used only for winter operations work. Because of its age and condition it is not considered cost effective to continue to repair this unit.	Replacement	\$ 95,000.00
Item	Description Detail: Six (6) Half Ton Pick Up Trucks	Status	Estimated Cost
8	These units are used by various construction crews to transport workers and tools to worksites throughout the city. They are also used for towing trailers with equipment. Purchased units will be used where available. Replacement Detail: #1,3,6 Ford, Unit #9 2000 Chev, Units #15,16,,17,19 2001 Chev, Unit #176 1997 Chev These units have suffered corrosion damage over the years and are no longer cost effective to continue to repair. The units are 13 to 17 years old. Three of the units have been removed from the road because they are unsafe.	Replacement	\$ 138,000.00
Item	Description Detail: One (1) Welder's One Ton Service Truck	Status	Estimated Cost
9	This unit is used by the Public Works Welders to perform in field work and repairs on mobile equipment, hand rails, basin guards and various inter-departmental welding work. Replacement Detail: #143 1994 Chev One Ton This unit is 20 years old and it is not cost effective to continue to repair.	Replacement	\$ 35,000.00
Item	Description Detail: Diesel Fired Hot Box	Status	Estimated Cost
10	This is an essential unit used by Public Works crews to apply asphalt and cold mix to city street potholes. It is towed behind a one ton truck with a crew that applies the heat asphalt for adhesion. Replacement Detail: #959 1999 Propane Fired Hot Box This unit is the only propane fired hot box in the fleet. It requires two 100 lb propane bottles to be maintained by someone with specialized propane handling certificates.	Replacement	\$ 45,000.00
Item	Description Detail: One (1) Concrete Floor for the Equipment Storage Garage	Status	Estimated Cost
11	Public Works maintains a fleet of equipment with a replacement value of approximately \$28 million. This equipment requires proper storage in various seasons to maintain its value and ensure that it functions to provide a service to community.	NEW	\$ 60,000.00

Item	Description Detail: Multi-Deck Riding Mower	Status	Estimated Cost
12	This unit is used to maintain various parks throughout the city. It is a multi-deck rotary style mower that is roaded to each location around town.	Replacement	\$ 75,000.00
	Replacement Detail: #649 John Deere Riding Mower	Estimated Trade In Value	
	This unit has required a number of repairs to the hydraulics. The cab and air conditioning unit has been an on going problem. It is not considered cost effective to continue to repair this unit.	\$	2,000.00
Item 13	Description Detail: One (1) Landfill D6 Undercarriage and Repairs	Status	Estimated Cost
	This bull dozer is critical to the operation of the landfill. It works daily in a very harsh environment to compact refuse and to distribute covering over the refuse. This unit required major repairs to the undercarriage to extend the life of the unit. Cost of a new machine is approximately \$400,000. These repairs are expected to extend the life of this asset by at least three years. The cost of this repair will be charged to Landfill Tipping Fees.	Repair	\$ 90,000.00
Item 14	Description Detail: Four (4) Compactor Wheels	Status	Estimated Cost
	This compactor is critical to the operation of the landfill. It works daily in a very harsh environment to compact refuse and to distribute refuse to extend the life of the Landfill. This unit now requires four (4) new compactor wheels to perform this landfill function properly. The cost of these wheels will be charged to the Landfill Tipping Fees.	Repair	\$ 60,000.00
Item 15	Description Detail: One (1) Bobcat and Snowblower	Status	Estimated Cost
	This unit is used throughout the year to maintain the city cemetery. It performs snow removal, sanding, rotovating and grass cutting and maintenance. It transports workers throughout the cemetery to perform work as well. The cost of this machine will be charged to the Cemetery Reserve.	Replacement	\$ 75,000.00
	Replacement Detail: #2207 2004 Bobcat Utility Work Machine		
	This unit has suffered extensive corrosion to the cab. It is not considered cost effective to continue to repair.	\$	5,000.00
Item 16	Description Detail: Two (2) Half Ton Pickups with Lift Gates	Status	Estimated Cost
	These units are used throughout the year to maintain the city cemetery. They transport workers and equipment throughout the cemetery to perform work. The cost of these machines will be charged to the Cemetery Reserve.	Replacement	\$ 55,000.00
	Replacement Detail: #00023 2002 Ford, #0225 2006 Ford		
	These units will be transferred to the Parks and Public Works fleet to help reduce the costs of purchasing new units out of the Public Works Equipment Reserve.	Transfer to Public Works	

	<u>PROCEDURE MANUAL</u> PROCEDURE NUMBER: Manager 02 SUBJECT: Preparing Budget Detail Estimates to Replace Equipment	SECTION: PAGE: 1 OF 4 DATE: August 21, 2002 REVISION: October 26, 2007
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1.0 PURPOSE:

The purpose of this procedure is to establish procedures for preparing Budget Detail Estimates for preparation of council meetings.

2.0 SCOPE:

Applies to the Manager of Equipment and Buildings at the Public Works and Transportation Centre.

3.0 RESPONSIBILITIES:

Responsibilities include monitoring the performance and costs of equipment throughout the year to determine what equipment is in need of replacing. Also included is compiling and preparing the list of equipment that must be updated annually. Compiling new equipment lists is the responsibility of a committee that includes: the Manager of Equipment, the Commission or Deputy Commissioner of Public Works, Divisional Managers and a Shop Maintenance and Operator Representative.

4.0 EQUIPMENT:

Computer, telephone.

5.0 TRAINING REQUIREMENTS:

Managerial Experience and mechanical experience.

6.0 SAFETY:

This position requires the use of safety equipment as outlined in the City of Sault Ste. Marie safety policies.

7.0 PROCEDURES:

7.1.1 A list of new equipment must be prepared annually to replace older obsolete equipment that is costing because of repairs, or is due for replacement because of safety reasons.

7.1.2 Mid February the Divisional Managers (Parks, Public Works, Cemeteries, Landfill) must be contacted to compile a list of equipment that they believe should be replaced in the new year. This list may also include new equipment that each Department may need.

7.1.3 When the Departmental Managers have their lists compiled they are to be submitted to the Manager of Equipment and Buildings.

7.1.4 The Manager of Equipment and Buildings completes the list of equipment. When the list of equipment is complete, the Manager of Equipment and Buildings will call suppliers to get Budget Figures for every piece of equipment that the Divisional Managers have requested on their Equipment Lists.

	<u>PROCEDURE MANUAL</u> PROCEDURE NUMBER: Manager 02 SUBJECT: Preparing Budget Detail Estimates to Replace Equipment	SECTION: PAGE: 2 OF 4 DATE: August 19, 2002 REVISION: October 26, 2007
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7.1.5 The Manager of Equipment and Buildings reviews and inspects the equipment that has been submitted by each manager.

7.1.6 The Manager of Equipment and Buildings takes into account the following points when inspecting equipment on the list:

- a) Number of hours the unit has on the hourmeter
- b) The history cost of the unit.
- c) The odometer readings (kilometers)
- d) The number of accumulated Rental Credits
- e) The condition of the body if applicable.
- f) The mechanical condition of the unit.
- g) The age of the unit.
- h) The MTO Cycle Comparison shown below.

Description	MTO - Cycle Yrs / Km / Hrs	City of Sault Ste. Marie
Cars	7 yrs, 200,000 km	7 -10 years
Vans ½ ton & ¾ ton	7 yrs, 200,000 km	10-12 years
½ ton pickups	7 yrs, 200,000 km	7-10 years
¾ ton pickups	7 yrs, 200,000 km	7-10 years
1 Tons	8 yrs, 250,000 km	12 years
3 & 4 Ton Stake Trucks	7 yrs, 320,000 km	12 years
5 & 6 Ton Trucks - Plows wings	13 yrs, 200,000 km	12-15 years
5 Ton Dumps	13 yrs, 320,000 km	12-15 years
Tandem Dumps - Plows wings	11-15 yrs, 350,000 km	12-15 years
Float Truck – tandem	12 yrs, 350,000 km	12-15 years
Float Trailer – tandem/Tri-axle	20 yrs	20 years
Grader – Class 1	20 yrs, 15,000 hrs	10-12 years 10,000 hrs
Grader – Class 5,6,7- Plows wings	24 yrs, 20,000 hrs	10-12 years 10,000 hrs
Tractor / Loaders	14-20 yrs 16-20,000 hrs	12 – 15 years
Tractor / Backhoe	12-15 yrs, 12-15,000 hrs	12 - 15 years
Class III & IV Tractor	24 yrs, 10,000 hrs	15 -20 years

	<u>PROCEDURE MANUAL</u> PROCEDURE NUMBER: Manager 02 SUBJECT: Preparing Budget Detail Estimates to Replace Equipment	SECTION: PAGE: 3 OF 4 DATE: August 19, 2002 REVISION: October 26, 2007
Description	MTO - Cycle Yrs / Km / Hrs	City of Sault Ste. Marie
Mowers	20 yrs	15 years
Riding Mowers	7 yrs	10 – 12 years
2 Ton Vibrator Roller	20 yrs	15 -20 years
Brush Chipper	10 yrs	10 years
Sweeper	10 yrs, 10,000 hrs	15 years

NOTE: This chart is only a guideline. Each unit would be evaluated on its own merit. When the unit is evaluated the following would be considered: is the unit being fully utilized - how many hours does it average, a review of the operational costs, km or miles accumulated, overall condition of unit and the repair history.

- 7.1.7 When the list is complete, the Manager of Equipment and Buildings compiles the Equipment Replacement spreadsheet and calls a meeting to discuss the equipment on the list. Present at the meeting shall be: Divisional Managers or a representative, the Deputy Commissioner or the Commissioner of Public Works and Transportation and a representative from the Maintenance Shop and Operators. (See Sample Equipment Replacement Exhibit #1)
- 7.1.8 During the meeting the complete list is presented to each of the Divisional Managers. At this meeting the replacement equipment is discussed and the list is reduced if necessary to meet the budget target of that year. This process may take several meetings.
- 7.1.9 When the list is complete it is used by the Commissioner or the Deputy Commissioner of Public Works and Transportation to go to City Council for approval to commence the process of Tendering, and for the approval of the proposed Budget amount for that year.
- 7.1.10 The Manager of Equipment and Buildings then completes Budget Detail Estimates that gives descriptive details of why the machinery is needed, or in need of replacement. This document is used by the Deputy Commissioner or Commissioner of Public Works to explain to City Council if questions should arise during the Council Meeting or approval of the new equipment budget. (See Sample Budget Detail Estimates Exhibit #2)
- 7.1.11 When the Budget and the approval for Tendering has been completed the Manager of Equipment and Buildings completes the Tendering Specifications for each piece of equipment on the list.

Cemeteries Division				
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade In Value
22	1	Diesel Powered Riding Mower (52" Deck)	1992 Toro Riding Lawn mower	\$ 1,500.00
23	1	16" Chainsaw	1992 Stihl 16" Chainsaw	\$ 100.00
24	1	Wacker Tamper		\$
25	1	Walk Behind Mower (4 Cycle 6hp)		\$
Subtotal Cost:			\$	\$ 29,900.00

Traffic Division				
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade In Value
26	1	1 Ton Cab & Chassis	1/2 ton 144	\$ 1,000.00
Subtotal Cost:			\$	\$ 28,500.00

Mechanics Shop/Building Maintenance				
Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade In Value
27	2	Storage Garage Doors		\$ 12,000.00
28	1	Manlift (Scissor)	new equipment	\$ 24,500.00
29	1	Service Truck	1/2 ton 148	\$ 1,000.00
Subtotal Cost:			\$	\$ 84,500.00
Total Cost:			\$	\$ 1,181,000.00

equipment previously approved by council and ordered already

SA

EXHIBIT #1
Pg 2

4 of 4



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Don Scott, Manager of Transit and Parking

DEPARTMENT: Public Works and Transportation Department

RE: Policy Change for Para Bus Reservations

PURPOSE

The purpose of this report is to inform Council that it is necessary to update the current Transit Services Para bus policy for:

- Reservations; and
- Priority for reservations;

BACKGROUND

Reservations:

Presently, a registered Para bus client may reserve a trip up to seven days in advance for medical appointments. All other trips are considered casual or recreational and are scheduled on a first come, first served basis the day prior to the trip. Same day reservations are accepted if there is space on the bus and scheduling is available. Reservations are phoned in between 8:30 a.m. to 4 p.m., Monday to Friday with Saturday, Sunday and Monday bookings being phoned in between 8:30 a.m. to noon on Friday (prior to the weekend).

Priority for Reservations:

The Transit Services Division has established the following list of priorities for the use of Para bus:

- 1) Medical
- 2) Education
- 3) Employment

ANALYSIS

Reservations:

In June 2013 the total number of registered Para bus clients totaled 2,573. As of April 2014, the number of registered Para bus clients has increased to 2,967.

An increase in user demand for Para bus services makes it difficult for clients to reserve non-medical rides the day prior to the trip. It is normal to have 250 to 300 Para bus users calling the Para bus dispatchers to reserve next day or weekend reservations for transportation.

The accepted practice for Para bus reservations in other Ontario communities is to allow all bookings to occur two to four weeks prior to the trip. Increasing our booking window from 24 hours to two weeks in advance will provide clients more flexibility when planning activities. Additionally, the number of clients calling the transit office each morning will spread over a two week period and reduce the excessive call volume that is currently generated by the 24 hour booking procedure.

Priority for Reservations:

For many years, the accepted practice for Para bus dispatchers has been to ask the client for the purpose of their trip. This is intended to determine if the client is eligible to book transportation one week in advance (for a medical appointment). In Ontario, as per past Human Rights Rulings, we cannot ask the purpose of travel when clients are making their reservations. In essence, we can no longer operate a booking window that is based on the previously defined priority list.

IMPACT

The proposed change to extend the window for booking reservations for Para bus will provide advantages:

- Reduced telephone wait times for clients calling for reservations between the busy 8:30 and 10 a.m. time slot;
- Potential reduction in call time per client booking;
- Increased flexibility for all reservation types;
- No impact upon existing or new subscriptions; and
- No longer considering reservations based on the clients' trip purpose;

At their meeting on April 7, 2014, the Transit Sub Committee of the AAC voted to support the implementation of accepting reservations for Para bus clients two weeks in advance of travel.

STRATEGIC PLAN

The recommendation to change the reservation policy for Para bus bookings and priority is linked to Strategic Direction 2: Delivering Excellent Services.

RECOMMENDATION

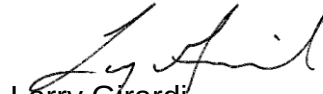
Resolved that the report of Manager of Transit and Parking dated 2014 05 12 concerning Policy Change for Para bus reservations be received as information.

Respectfully submitted,



Don Scott
Manager

Recommended for approval,


Larry Girardi
Commissioner



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Don Scott, Manager of Transit and Parking

DEPARTMENT: Public Works and Transportation Department

RE: Advocacy Bus Pass Program Two Year Pilot Project

PURPOSE

The purpose of this report is to inform Council of the Advocacy Bus Pass Pilot Project two year trial period.

BACKGROUND

On January 29, 2014, Don Scott, Manager of Transit and Parking met with Mayor Debbie Amaroso to discuss the concept of developing a plan to provide one-time public transportation assistance to individuals who are in a temporary state of need.

ANALYSIS

Transit staff did not locate any public transit properties in North America who offer complimentary bus passes. In most regions, the cost of public Transportation is covered by a variety of organizations such as charities, foundations, social services and schools.

As existing programs could not be found, Transit staff proposes that the appropriate model to build our local program on would see a representative advocating for a person requiring temporary access to transportation. As a result, one person advocating for another person has prompted staff to refer to the project as the Advocacy Bus Pass Program.

IMPACT

The Advocacy Bus Pass Program will see the distribution of a bus pass to an individual or group in very special circumstances who may have essentially “fallen through the cracks” of society. This one-time bus pass will be provided on a case-by-case basis at the complete discretion of the Mayor or the Chief Administrative Officer.

The person targeted to benefit:

- is not receiving any assistance from social services or other community organizations;
- is in a temporary state of need;
- demonstrates a promising situation where some help with transportation may encourage personal growth and support opportunity for advancement; and
- is connected to a guardian, coach, sponsor, teacher, colleague/superior, mentor, or volunteer who is willing to advocate for them.

STRATEGIC PLAN

The Advocacy Bus Pass pilot project is not included in the 2011-2014 Strategic Plans.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of Manager of Transit and Parking dated 2014 05 12 concerning Advocacy Bus Program Two Year Pilot Project be received as information.

Respectfully submitted,



Don Scott
Manager

Recommended for approval,



Larry Girardi
Commissioner



Office of the
Chief Coroner
Bureau du
coroner en chef

Verdict of Coroner's Jury Verdict du jury du coroner

The Coroners Act – Province of Ontario
Loi sur les coroners – Province de l'Ontario

We the undersigned / Nous soussignés,

Judith Gough	of / de	Sault Ste Marie, ON
Michael Abbott	of / de	Sault Ste Marie, ON
Darren McClelland	of / de	Desbarats, ON
Cheryl Erb	of / de	Sault Ste Marie, ON
Danny Bridge	of / de	Sault Ste Marie, ON

the jury serving on the inquest into the death(s) of / membres dûment assermentés du jury à l'enquête sur le décès de :

Surname / Nom de famille
Vecchio

Given Names / Prénoms
James Robert

aged 34 held at Sault Ste Marie, Ontario
à l'âge de tenue à

from the 29th April 2014 to the 8th May 20 14
du au

By Dr. / D^r S.C. Bodley
Par

Coroner for Ontario
coroner pour l'Ontario

having been duly sworn/affirmed, have inquired into and determined the following:
avons fait enquête dans l'affaire et avons conclu ce qui suit :

Name of Deceased / Nom du défunt

James Robert Vecchio

Date and Time of Death / Date et heure du décès

April 16, 2009 at 1407 hours

Place of Death / Lieu du décès

Sault Area Hospital Sault Ste Marie, ON

Cause of Death / Cause du décès

Pelvic Crush Injury

By what means / Circonstances du décès

Accident

FOR INFORMATION ONLY
NOT OFFICIAL
VERDICT/RECOMMENDATIONS

Judith Gough

Original signed by: Foreman / Original signé par : Président du jury

Michael Abbott

Darren McClelland

Cheryl Erb

Danny Bridge

Original signed by jurors / Original signé par les jurés

The verdict was received on the 8 day of May 20 14
Ce verdict a été reçu le (Day / Jour) (Month / Mois)

Coroner's Name (Please print) / Nom du coroner (en lettres moulées)
Dr. S.C. Bodley

Date Signed (yyyy/mm/dd) / Date de la signature (aaaa/mm/dd)

2014/05/08

Coroner's Signature / Signature du coroner

We, the jury, wish to make the following recommendations: (see page 2)
Nous, membres du jury, formulons les recommandations suivantes : (voir page 2)



Office of the
Chief Coroner
Bureau du
coroner en chef

Verdict of Coroner's Jury Verdict du jury du coroner

The Coroners Act – Province of Ontario
Loi sur les coroners – Province de l'Ontario

Inquest into the death of:
Enquête sur le décès de :

James Vecchio

JURY RECOMMENDATIONS RECOMMANDATIONS DU JURY

To the Ministry of Transportation

1. The Ministry of Transportation should revise the definition of "Commercial Motor Vehicle" by removing it from Section 16-23.1 and including it in 16.1 (a) to include a mobile crane so that annual inspections and certifications are required; and
2. The existing Ministry of Transportation "Annual Permit" (Exhibit 13A) for a mobile crane require the presentation of evidence of mechanical fitness as determined by a certified Truck and Coach mechanic in order to obtain this permit; and

To the City of Sault Ste. Marie

3. Draft and implement a Bylaw, as permitted by Provincial legislation, requiring a permit be given to operate a mobile crane on the municipal roadways within the city of Sault Ste. Marie only after the filing of a certificate of mechanical fitness issued annually by a certified inspector or inspection station to Commercial Motor Vehicles as defined by the Highway Traffic Act; and
4. Must contract with companies/individuals who fully comply with the provisions of the existing Contractor Safety Responsibilities Guide, which clearly outlines measures to ensure equipment maintenance and worker safety; and
5. The Contractor Safety Responsibilities Guide is to be reviewed and updated regularly; and
6. All third parties and or contractors working on a job site must be a part of a Safety Meeting (such as a "TAILBOARD" meeting) and are required to sign off on the Safety Meeting form. Whenever a new contractor arrives on a job site the information from any previous Safety Meeting relating to the job site must be shared with them, and if appropriate a new Safety Meeting held. If there are significant changes to the job related to the TAILBOARD information sheet, another TAILBOARD meeting will be held. Any changes to a work plan must be clearly noted, initialed by the individual making the change and communicated to all parties involved; and
7. Air horns must be carried by supervisors, signalers and others as deemed at TAILBOARD meetings and shall be an added accessory in all heavy equipment to be used as an Emergency Warning Device; and

To The Ministry of Labour

8. Workers shall be removed from excavations during positioning of a Mobile Crane.
9. That 70.(1) 'Access To And Egress From Work Areas in Construction Reg 213/91' in the Occupational Health and Safety Act be revised to include that "a minimum of two means of egress be ensured if physically possible".

Personal information contained on this form is collected under the authority of the Coroners Act, R.S.O. 1990, C. C.37, as amended. Questions about this collection should be directed to the Chief Coroner, 26 Grenville St., Toronto ON M7A 2G9, Tel.: 416 314-4000 or Toll Free: 1 877 991-9959.

Les renseignements personnels contenus dans cette formule sont recueillis en vertu de la Loi sur les coroners, L.R.O. 1990, chap. C.37, telle que modifiée. Si vous avez des questions sur la collecte de ces renseignements, veuillez les adresser au coroner en chef, 26, rue Grenville, Toronto ON M7A 2G9, tél. : 416 314-4000 ou, sans frais, : 1 877 991-9959.



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Joseph M. Fratesi, Chief Administrative Officer

DEPARTMENT: Chief Administrative Officer

RE: Municipal Day Care Services

PURPOSE

To provide Council with a report and recommendation regarding the implications of a reduction in funding from the District of Sault Ste. Marie Social Services Administration Board (SSM DSSAB) to the City of Sault Ste. Marie for the City's Day Care program.

BACKGROUND

At its March 3, 2014 meeting, City Council passed the following resolution: "Resolved that the Report of the Commissioner of Social Services, dated 2014 03 03 concerning Child Care Funding be referred to appropriate staff for review and report back to Council".

ANALYSIS

A copy of the March 3, 2014 report by the Commissioner, as well as his presentation entitled "New Child Care Funding Model, March 3, 2014 – Municipal Day Nurseries" is reproduced and attached for Council's ease of reference. As noted in the report, a change in the formula by the Province resulted in a reduction of just under \$1million in direct annual child care funding to our community and all of its providers. As a result, the DSSAB developed a new child care program funding model that was more equitable to all providers in our community, attempting to preserve as many subsidized spaces as possible.

The new model resulted in funding cuts of anywhere from 13% to 27.5%. The City's Municipal Day Care program will incur a 27.5% cut in its funding from DSSAB, phased in over 2014 and 2015.

Just so that City Council is clear, the taxpayers of this City are currently subsidizing day care services in our community in two distinct ways. Firstly, we pay to the Sault Ste. Marie District Social Services Board (DSSAB) an annual

levy which includes \$1,289,187.00 for 2014 for our share of all day care spaces that the DSSAB funds. Secondly, these same taxpayers cover the operating losses of our two City-run municipal daycare centres (Jessie Irving and Maycourt) and the Best Start Program. These municipally-operated daycare centres provide 100 spaces (full-time equivalents) of which 51 are subsidized and 49 are “full-fee”. It is interesting to note that today even “full-fee” is subsidized to the extent of about \$30 per day per space (cost of about \$70 per space per day with fee of about \$40 per day)

With the new Child Care Funding Model implemented by the DSSAB, the annual deficit for municipal daycares will grow to about \$578,137 in 2015 to provide spaces for 100 children, resulting in a municipal cost of about \$5,781 per space or about \$6,480 per space if capital needs are considered as well.

It is expected that if the City decides to get out of the delivery of daycare services, that other providers will pick up the extra spaces. The DSSAB has advised that it will work with other current providers to ensure that at least the subsidized spaces are picked up. It is expected that full-fee spaces would be picked up as well. These would be licensed operators who are required to meet Provincial standards. While it is admitted that the level of care that the City operations currently provide might not be matched by other operators, it can be safely assumed that these providers would meet Provincial standards.

Appearing elsewhere on this Agenda, are the reports of Nick Apostle, Commissioner of Community Services, Bill Freiburger, Commissioner of Finance and Peter Niro, Commissioner of Human Resources. All staff appreciate that Council is being asked to make a very difficult decision.

IMPACT

Day Care Services are not a core municipal service and are not provided by all municipalities. Those that are providing these services are going through a similar review as this to determine whether they should continue, in view of the recent Provincial cuts. There are other licensed providers who can deliver daycare services much more economically and who would step forward to replace the City in providing these 100 spaces. Those who need subsidized daycare would be offered spots in other licenced centres.

The annual savings to the City's levy would be about \$650,000 when future capital costs are included.

The City, however, would continue to provide funding for all daycare spaces provided in our community (approximately 1,000) through the annual levy paid to the DSSAB, this portion amounting to about \$1,289,187 in 2014.

There are, however, 32 municipal jobs at stake with the employees in our daycares. These are good paying jobs and while it is expected that most will be eligible to be re-employed in other licensed daycares, the wages will not likely be as high. There will be one-time severance costs that would need to be paid by the City, as set out in the report by the Commissioner of Human Resources.

STRATEGIC PLAN

(not applicable)

RECOMMENDATION

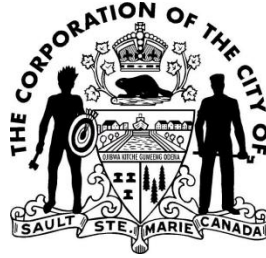
It is therefore recommended that Council take the following action:

That the reports of the Chief Administrative Officer, the Commissioner of Community Services, Commissioner of Finance and Commissioner of Human Resources all dated 2014 05 12 concerning Municipal Day Care Services be received and that Council authorize staff to take the initial steps to effect the transfer of the 100 municipal daycare spaces to other licensed daycare providers via the SSMDSSAB, and furthermore, to initiate the appropriate legal wind-down of municipal day care.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Fratesi', with a stylized flourish at the end.

Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner Community Services

DEPARTMENT: Community Services Department

RE: Municipal Day Care Services

PURPOSE

This report is in response to the following resolution that was passed at the March 3, 2014 Council meeting:

“Resolved that the report of the Commissioner of Social Services dated 2014 03 03 concerning Child Care Funding be referred to appropriate staff for review and report back to Council.”

BACKGROUND

On March 3, 2014 the District of Sault Ste. Marie Social Services Administration Board (SSMDSSAB) advised the City that there will be a reduction in their funding to the Municipal Day Care programs starting in 2014 with a further reduction in 2015.

The City operates three (3) Day Care Centres:

- Maycourt Children’s Centre opened in 1972
- Jessie Irving Centre opened in 1976
- Best Start Program (which operates out of Holy Family School) opened in 2006

Originally, the Provincial subsidy for child care was only available to municipalities and First Nations. In 1992, the Province changed the requirements for subsidies to Day Cares so that more Day Care providers were eligible to receive funding from the Province. Only those providers who are non-profit receive funding assistance.

Presently the SSMDSSAB provides funding to 17 providers, who in turn operate a total of 31 Day Care sites.

The municipally-operated Day Care centres provide 100 spaces (full-time equivalents):

- subsidized spaces 51
- full-fee spaces 49

Earlier this year, the Commissioner of Social Services reported that SSMDSSAB experienced a funding reduction from the Ministry of Education which resulted in a revised local funding formula to ensure funding equity for all providers that was equitable and transparent for all providers.

In 2014, SSMDSSAB is providing one-time funding to mitigate against the impact of the subsidy restructuring. The full subsidy reduction will be implemented in 2015.

Municipal Day Care was impacted more significantly than other providers because historically the City realized a proportionately larger percentage of the funding.

Some of the main factors affecting Day Care today are:

- The implementation of the full-day Junior Kindergarten - Historically, the Municipal Day Care programs provided care to children ages 2 to 5 years, with a Day Nurseries mandated staff-to-child ratio of 1:8. In October 2009, the Early Learning Program (full-day Junior/Senior Kindergarten) resulted in a significant decrease in four and five year old children in Day Care. In order to meet the new child care demands for younger children by the community, licensing changes were made to include Day Care for infants and toddlers. These licensing changes meant adhering to different child/staff ratios (1:3 for infants and 1:5 for toddlers) thereby reducing the total number of licensed spaces offered by Municipal Day Care Services.
- The infant and toddler teacher to child ratio has had a direct bearing on the cost increase to the program.

ANALYSIS

- Community Child Care (SSMDSSAB) provides funding to many non-profit Day Care providers of which the City is one.
- The 2014 Municipal Day Care levy (deficit) is projected to be \$555,540.
- The 2015 Municipal Day Care levy (deficit) is projected to be \$578,137.
- The City will continue to fund childcare through the SSMDSSAB regardless of who operates the day cares
- Wages make up 88% of the budget.
- Day Care is important to today's young families where parent(s) work.
- The SSMDSSAB has advised that, if the City decides to no longer provide the Municipal Day Care Services, they (the SSMDSSAB) will require ample notification so that they may begin the process of reallocation of the spaces.

- The quality of the Day Care service is first class, with a waiting list of approximately 340 children for the Municipal Day Care program.
- Maycourt and Jessie Irving Centres are visited by many other child care providers who are seeking programming ideas. The programs are also showcased by the local Program Advisor with the Child Care Quality Assurance and Licensing Branch, as examples of quality programming for children in this community.

Annually, staff reviews fees (revenue) and expenses and make adjustments to reduce the overall cost.

Child Care Rates

The User Fee for infant care is \$45.00/day; toddler care is \$39.66/day; and preschool care is \$37.14/day. Subsidized rates are based on income. The cost per day of a subsidized spot ranges from a minimum user rate of \$1.75 up to \$36.40. Effective April 1, 2014, SSMDSSAB discontinued the minimum user rate, meaning families that qualify for full subsidy are not charged \$1.75 per day by the Day Care programs.

Jobs

There are 32 Municipal Day Care Employees:

- 4 Non-Union staff;
- 11 Early Childhood Educators – full time;
- 1 Early Childhood Educator – part-time;
- 2 Cooks – part time;
- 1 Clerk – part-time;
- 10 Supply Early Childhood Educators;
- 3 Supply Cooks
- The jobs are good paying jobs; the Municipal Day Care Staff are the second highest paid Day Care staff amongst all Day Cares in Sault Ste. Marie. Compared to other providers their hourly rate is greater anywhere from between \$6.00/hour to \$13.00/hour.

Options

1. Continue Providing Day Care Services
 - Staff would continue to implement reductions and revenue increases where possible.
 - The budgeted Day Care levy (deficit) of \$555,540. (2014) would continue grow.
 - There would continue to be on-going capital items that would need to be funded.
2. Transfer of Municipal Day Care Services to SSMDSSAB (Licensed Day Care Provider)
 - A process would be put in place to implement the steps necessary to effect the transfer of the 100 Day Care spaces from the Municipal Day Care program to other Licensed Day Care providers. This would involve

coordination with the SSMDSSAB. Steps would include meeting with the SSMDSSAB, the Municipal Day Care staff and the parents.

- It is possible that affected families may not access replacement spaces right away. They would be placed in a priority sequence for spaces as they become available. The SSMDSSAB has requested that ample notice be given of any closure so a strategic approach can be implemented that would minimize the impact on families.
- Wage rates for new employees that are employed by those Day Cares that are allotted the City spaces will likely be much less than the wage rates paid to the City Day Care employees.
- The Municipal Day Cares will continue to operate until SSMDSSAB has finalized their implementation plan for the transfer of the spaces.
- After the severance and closing costs have been paid out there will be an annual savings to the budget in the amount of \$555,540 which is the 2014 Day Care levy (deficit).
- The Human Resources Department has provided the implications of closing the Municipal Day Cares. Severances will have to be paid to the employees.
- From a real estate perspective, there is value to the two Municipal Day Care facilities (Jessie Irving and Maycourt). They could be sold.
- The community will lose good paying jobs. The wages paid to the Municipal Day Care staff are very close to the highest in the SSMDSSAB service area.
- City subsidy from SSMDSSAB would go to other providers.
- The on-going capital items for the facilities would not need to be addressed.

Recent Announcement from the Abinogii Kinomaago Day Care

The Abinogii Kinomaago Day Care recently announced that

Due to financial matters the Indigenous Friendship Centre Board of Directors has made the difficult decision to close the day care and will officially close on Friday, June 27, 2014.

It is our understanding that the annual deficit was approximately \$80,000. The SSMDSSAB is currently in discussions with other providers about transferring the Day Care spaces.

IMPACT

The Financial impact and analysis appears elsewhere on your agenda in a report by the Commissioner of Finance.

This report was composed with the understanding of how sensitive this topic is to those in the Municipal Day Care setting; the staff, parents and the children at Jessie Irving, Maycourt, and Holy Family- Best Start Day Cares.

STRATEGIC PLAN

This matter is not specifically identified in the Corporate Strategic Plan

RECOMMENDATION

That the report of the Commissioner of Community Services regarding Municipal Day Care Services be received and that Council authorize staff to take the initial steps to effect the transfer of the 100 Municipal Day Care spaces to other licensed day care providers via the SSMDSSAB, and furthermore, to initiate the appropriate legal wind down of the Municipal Day Care.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "N. Apostle".

Nicholas J. Apostle
Commissioner Community Services

Copies to: B. Freiburger, Commissioner of Finance
 P. Niro, Commissioner of Human Resources
 M. Nadeau, Commissioner of Social Services



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: William Freiburger, Commissioner of Finance and Treasurer

DEPARTMENT: Finance Department

RE: Municipal Day Cares

PURPOSE

This report is in response to the following resolution that was passed at the March 3, 2014 Council meeting:

Resolved that the report of the Commissioner of Social Services dated 2014 03 03 concerning Child Care Funding be referred to appropriate staff for review and report back to Council.

BACKGROUND

Announced graduated funding cuts will impact future operational costs of providing Municipal Day Care Services.

ANALYSIS

There are three financial costs that will be highlighted.

1. Facility maintenance costs to maintain the Jessie Irving and Maycourt Day Care Centres were identified by Morrison Hershfield Limited for the next 25 years.
2. Operating costs for the municipal day care operations included in the City Budget.
3. City contribution to daycare through the Sault Ste. Marie District Social Services Administration Board (SSMDSSAB).

1. Facility Maintenance Costs

Facility maintenance costs from the present to 2018 will be listed separately and a total number from 2019 to 2037 will also be listed.

Maycourt Children's Centre

Exterior soffit	\$ 20,000
HVAC upgrades	27,000
Security system	6,000
Fire alarm system	31,000
Parking lot	80,000
Electrical upgrades	9,000
Concrete – sidewalk & pads	<u>10,000</u>
Total Costs to 2018	\$183,000
Costs from 2019 to 2037	<u>385,000</u>
Total 25 year estimated costs	<u>\$568,000</u>

Jesse Irving Children's Centre

Exterior windows	\$ 10,000
HVAC upgrade	66,000
Fire alarm system	28,000
Pedestrian paving	15,000
Replace shed	9,000
Electrical room improvements	21,500
Security system	<u>17,000</u>
Total Costs to 2018	\$166,500
Costs from 2019 to 2037	<u>446,500</u>
Total 25 year estimated costs	<u>\$613,000</u>

In addition, the City has recently installed a new roof on the Jesse Irving Centre at a cost of \$210,000.

2. Operating costs for the municipal day care operations included in the City Budget.

The following summarizes the tax levy for municipal day care operations based on the 2014 budget and estimates for 2015 as prepared by S. Schell, CPA, CA, Manager of Finance and Budgets. The analysis is based on a total of 100 day care spaces that are currently provided by the City.

A capital funding cost amount is also included by taking the above total capital costs for the next 5 five years and dividing by 100 spaces and then dividing by 5 years to determine an average annual capital cost to maintain the two day care facilities.

	2014 <u>Budget</u>	2015 <u>Estimate</u>
Expenditures	\$1,864,180	\$1,901,464
Revenues	<u>1,308,640</u>	<u>1,323,327</u>
Operating Tax Levy	\$ 555,540	\$ 578,137
Estimated annual capital costs	<u>69,900</u>	<u>69,900</u>
Estimated capital and operating costs	<u>\$ 625,440</u>	<u>\$ 648,037</u>
Operating tax levy per day care space	\$ 5,555	\$ 5,781
Estimated annual capital cost per space	<u>699</u>	<u>699</u>
Estimated total annual cost per space	<u>\$ 6,254</u>	<u>\$ 6,480</u>

3. City funding of the SSMDSSAB for childcare services.

In 2014, the City was levied \$16,719,931 for the SSMDSSAB levy which includes \$1,289,187 to provide community childcare services. The City will continue to fund childcare through the SSMDSSAB regardless of who operates the day cares .

In addition, the City budgeted \$555,540 in 2014 to fund our two day care centres along with an estimated cost of \$69,900 for capital upgrades.

IMPACT

The 2014 tax levy for municipal day cares is \$555,540 and is estimated to be \$578,137 for 2015 to provide programming for 100 day care spaces.

If the capital costs per space were factored in over the next 5 years, there would be an additional average annual capital cost of \$69,900 over the next 5 years.

If it was decided to transfer the municipal day care spaces to another licensed day care provider. The budget levy would be maintained until the severance and other asset disposition costs are funded.

We do appreciate the sensitivity of this issue to our employees and our customers.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 05 12 concerning Municipal Day Care Services be received and that Council authorize staff to take the initial steps to effect the transfer of the 100 municipal day care spaces to other licensed day care providers via the SSMDSSAB, and furthermore, to initiate the appropriate legal wind-down of municipal day care.

Respectfully submitted,



W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,



Joseph M. Fratesi
Chief Administrative Officer

WF/kl



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Peter Niro, Commissioner, Human Resources

DEPARTMENT: Human Resources Department

RE: Labour Relations Impact of Funding Cuts to Municipal Day Care Services

PURPOSE

To provide Council with the impact of closing Municipal Day Cares from a labour relations perspective.

BACKGROUND

Announced graduated funding cuts will impact the operational cost of providing Municipal Day Care Services.

ANALYSIS

The cost of operating the Day Care program without present levels of funding remaining constant will present financial challenges for the Municipality. The impact facing the Municipality in eliminating the service can result in socio-economic concerns but a one-time mandatory severance pay-out would eliminate future financial responsibility and liability.

IMPACT

The elimination of thirty two (32) unionized positions: four (4) non-union staff, eleven (11) full time day care teachers, one (1) part time teacher and two (2) part-time cooks, three (3) supply cooks, one (1) part time clerical clerk in addition to ten (10) supply staff would result in a severance package totalling approximately \$400,000. Sufficient time is required to issue appropriate notice⁴ to the employees in such circumstances.

The City's day care teachers are currently one of the highest paid in the area well above the industry average.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Human Resources dated May 12, 2014 concerning Labour Relations Impact of Funding Costs to Municipal Day Care Services be received and that Council authorize staff to take the necessary steps to effect the transfer of the 100 municipal day care spaces to other licensed day care providers via the SSMDSSAB and further to initiate the appropriate legal wind-down of municipal day care.

Respectfully submitted,



Peter Niro
Commissioner
Human Resources Department

Recommended for approval,



Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

March 3, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Mike Nadeau, Commissioner of Social Services

DEPARTMENT: Social Services Department

RE: Child Care Funding

PURPOSE

The purpose of this report is to advise City Council of changes in the manner that the SSM DSSAB Child Care Service System will be funded as a result of funding reductions by the Ministry of Education and the subsequent effect of funding reductions to the City of Sault Ste. Marie.

BACKGROUND

The Ministry of Education (MED) introduced a new child care funding formula, effective January 1, 2013. The new funding formula and subsequent revised DSSAB local funding model resulted in a reduction of \$885,843.35 in direct annual child care program funding for the community. The DSSAB has been using one-time provincial mitigation funding to offset this cut since January 1, 2013.

ANALYSIS

The DSSAB was tasked with developing a new child care program funding model that was both transparent and equitable for all child care providers in the system. Social Services developed a community child care stakeholder group that provided input and recommendations into the development of a new local program funding model. The model adopted was based on two components:

1. General Operating: based on licensed capacity and ages of children served by a child care provider
2. Fee Subsidy: based on percentage of 2012 actual subsidized spaces of care provided

When developing the new child care program funding model, efforts were made to preserve as many subsidized spaces in the child care system as possible.

The new funding model also attempted to ensure funding equity for all child care providers. The DSSAB developed a new funding model that resulted in funding cuts to child care providers ranging from a minimum of 13% to a maximum of 27.5 %.

Historically, funding to the child care service system was provided to child care providers based on the previous year's funding contribution and was not necessarily provided in response to program need or service system equity. Changes in funding focusing on overall system equity will result in providers with the highest child program costs being the most negatively affected. Similarly, programs operating close to actual per diem rates charged will see the least impact and programs that have been historically underfunded will see a slight increase.

IMPACT

\$885,843.35 in child care program funding will be removed from the system by January 1, 2015. The current child care system that the DSSAB manages will see general funding cuts as described above and a reduction of 61.5 subsidized spaces. The spaces are currently being absorbed by parents who can afford to pay full fees to a child care provider.

Effective April 1, 2014 the City's Community Services Department will experience a 13% (\$153,483.72) reduction in funding from the DSSAB. On January 1, 2015 an additional and final reduction will occur bringing the total reduction to 27.5% (\$324,677.00) compared to 2012 funding levels.

The City will also experience a reduction in the total number of subsidized spaces it provides for the DSSAB. In 2012 the DSSAB funded 70 subsidized spaces within the City's child care programs. This number will be reduced to a maximum of 51, effective April 1, 2014. There may be opportunity for the City to offset some of the DSSAB funding loss by parents who can afford to pay full fee.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

Resolved that the report of the Commissioner of Social Services dated 2014 03 03 concerning Child Care Funding be referred to appropriate staff for review and report back to Council.

Respectfully submitted,

"Mike Nadeau"
Mike Nadeau
Commissioner of Social Services

Recommended for approval,


Joseph M. Fratesi
Chief Administrative Officer

New Child Care Funding Model

March 3, 2014

Municipal Day Nurseries



District of Sault Ste. Marie

Social Services Administration Board

Overall Funding Impact

DSSAB Historical Funding	2015 Allocation	Variance		2015 Allocation	2014 Capping Through Mitigation	2014 Allocation
5,642,091.00	4,756,247.65	(885,843.35)		4,756,247.65	546,967.77	5,303,215.42

*As of December 2013

Program Impact Municipal Day Nurseries 2014

DSSAB Historical Funding	New Allocation	Variance	Percentage in Variance
1,180,644.00	1,027,160.28	(153,483.72)	(13.00)

Program Impact Municipal Day Nurseries 2015

	Proposed Funding Model	DSSAB Historical Funding	New Allocation	Variance	Percentage in Variance
#1	Operating Grant	127,136.00	213,150.00		
#2	Fee Subsidy Grant	1,053,508.00	501,600.00		
	Subtotal	1,180,644.00	714,750.00	(465,894.00)	(39.46)
#3	Capping of loss at 27.5% of historical budget.		141,217.00		
	TOTAL	1,180,644.00	855,967.00	(324,677.00)	(27.50)

Municipal Day Nurseries Future Operating Potential

Total Licensed Spaces	2012 Subsidized Spaces (FDE)	2015 Subsidized Spaces (FDE)	Subsidy Reduced by:
	70	51	19
DSSAB Allocation 2012		1,180,644.00	
DSSAB Allocation 2015		<u>855,967.00</u>	
DSSAB Funding Difference		<u>(324,677)</u>	



COUNCIL REPORT

May 12, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Peter Tonazzo, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

RE: 365 Maki Road – A-9-14-Z – Chris Frees & Candy Johnson

PURPOSE

The applicants, Chris Frees and Candy Johnson are requesting Council's approval to rezone the portion of the subject property that is zoned "REX" (Rural Aggregate Extraction Zone) in order to facilitate an application to sever the existing home away from the subject property.

PROPOSED CHANGE

The applicants are seeking Council's approval to rezone the subject property from "RA" (Rural Area Zone), "REX" (Rural Aggregate Extraction Zone) and "EM" (Environmental Management Zone) to "RA" (Rural Area Zone) and "EM" (Environmental Management Zone), thereby removing the "REX" zoning from the subject property.

Subject Property:

- Location – Located on the west side of Maki Road, approximately 110m (361') south of its intersection with Mount Pleasant Court, Civic No. 365 Maki Road
- Size – 405m (1329') frontage by 839m (2752') totalling approximately 33ha (81 acres)
- Present Use – Rural Residential & Hobby Horse Farm
- Owner – Chris Frees & Candy Johnson

BACKGROUND

In 1983 and 1986 applications were filed to permit an automobile racetrack on the subject property. The applications were eventually withdrawn.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Rural Area' on Land Use Schedule 'C' of the Official Plan. There are a number of Official Plan Policies which directly relate to this application.

Mineral Aggregate Area

The portion of the property proposed to be rezoned (northern half) is located within the 'Mineral Aggregate Area' as shown on Natural Resources Schedule "A" to the Official Plan. In an effort to protect this valuable resource, Rural Area Policy 5 notes that the 'creation of new lots for residential purposes within the Aggregate Extraction Area is not permitted.'

In this case, there exists a number of nearby residences, most notably the Mount Pleasant Rural Estate Subdivision which abuts the subject property to the north. These existing homes severely limit the aggregate extraction potential on the subject property. Attaining the required minimum distance separation between a gravel pit on the subject property and existing nearby residences eliminates the majority of the extraction potential, making a gravel pit on this site not feasible, if not impossible.

Rezoning the northern portion of the subject property would permit future lot creation, by way of a severance application, however in this case, given the difficulties associated with locating a pit on the subject property, such a rezoning, which could facilitate 'limited rural residential development' is appropriate.

Archaeological Resources

In September 2012, City Council adopted Official Plan Amendment No. 188, which implements the city wide Archaeological Potential Assessment completed by Archaeological Services Inc. The subject property is identified as having archaeological potential, however it has been determined that an archaeological study is not required at this time. Archaeological Policy 2 notes that *"archaeological assessments may not be required in areas that have been subject to previous intensive and extensive soil disturbance."* A review of air photo archives reveals that the subject property was actively farmed and the soil was tilled from at least the late 1930's to the late 1950's. More recently, beginning in the early 1980's, the land was substantially altered through what appears to be cut and/or fill activities. Such soil disturbance would have impacted any archaeological remains that may have existed on the site, and therefore, an archaeological review is not required.

Fish Habitat

There exists a significant ravine and creek which crosses the rear portion of the subject property. The creek is identified on Natural Resources Schedule 'A' as being Fish Habitat. According to Fish Habitat Policy 5, development in or adjacent to fish habitat, may be approved by Council if accompanied by an Environmental Impact Statement. As per current MNR requirements, in this instance, 'adjacent' is defined as being within 120m (394') of the top of the ravine.

The Environmental Management Zone has been applied along the watercourse, up to the top of the ravine on either side. The eastern portion of the EM Zone boundary is located +/- 90m (295') from the centreline of the watercourse.

The applicants are requesting to rezone the 'REX' portion of the property, right up to the EM zone boundary, which is within the current MNR definition of 'adjacent to fish habitat'.

Having said this, beyond the rezoning, the applicants have no plans to physically alter or develop the defined adjacent lands. As previously mentioned, the applicants intend to sever the existing dwelling from the subject property, and possibly an additional future severance along the Maki Road frontage. The closest portion of the potential lot creation (rear lot lines) would be at least 300m from the top of the ravine, and well outside of the defined adjacent lands.

Although the applicants have no intention of developing the rear portion of the site, within the defined fish habitat area, any development or site alteration would require Conservation Authority approvals, which would assess impacts to nearby fish habitat. Finally, in reviewing any severance applications, the Committee of Adjustment will also assess potential Fish Habitat impacts. For these reasons, requiring a Fish Habitat assessment is premature at this time, and more appropriately reviewed as future development applications proceed.

Comments

The applicants, Chris Frees and Candy Johnson are proposing to rezone the northern portion of the property from Rural Aggregate Extraction Zone (REX) to Rural Area Zone (RA). The intent of the rezoning is to facilitate an application to the Committee of Adjustment, to sever the existing residence away from the remainder of the subject property. As previously discussed, new residential lot creation is not permitted within the REX Zone. Rather than a site specific notwithstanding clause or Special Exception, it is more appropriate to simply rezone the subject property, thereby recognizing the difficulties in siting a gravel pit. Suffice to say, from a land use perspective, the proposed Rural Area zoning is more appropriate and consistent with the surrounding area.

It is also important to note that a legal non-conforming horse farm, currently boarding 10 horses, exists on the subject property. This rezoning would legalize

the existing agricultural use, however any rural residential severances would be impacted by OMAFRA's Minimum Distance Separation Formulae between livestock facilities and proposed new residential lot creation. With this in mind, the applicants have indicated that it is their intention to re-locate the agricultural operation to another property. Such matters are more appropriately addressed if and when a severance application is filed with the Committee of Adjustment.

Consultation

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Conservation Authority
- No objections/comments – Building Division, Engineering Dept., PWT, CSD, Municipal Heritage Committee, Fire Services, PUC Services, Accessibility Advisory Committee

Correspondence from the Sault Ste. Marie Region Conservation Authority notes that the subject property is under the jurisdiction of the Conservation Authority, and as such, a permit will be required prior to any development or site alteration.

Up to the drafting of this report, no formal correspondence has been received from neighbours who were circulated. However, Planning staff has had discussions with several neighbours, who voiced concerns that approval of such a rezoning could facilitate a future Rural Estate Subdivision. It has been noted to those neighbours that current Official Plan Policies prohibit the development of new Rural Estate Subdivisions. Furthermore, a Draft Plan of Subdivision application would be required, including public circulation and Council approval, prior to such a development proceeding.

IMPACT

Approval of this application will not impact current municipal finances.

STRATEGIC PLAN

This application is not linked to any specific policies contained within the Corporate Strategic Plan.

SUMMARY

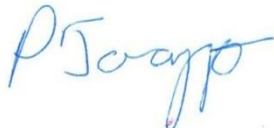
The applicant's proposal to rezone the subject property from Rural Extraction Zone (REX) to Rural Area Zone (RA), to facilitate the severance of the existing home from the subject property is appropriate. The feasibility of operating a gravel pit on the subject property is extremely limited, given the need to adequately separate a gravel pit operation from nearby sensitive (residential) uses. The proposed Rural Area zoning is consistent with that of the surrounding area, and from a land use perspective, more appropriate than the current REX zoning which would permit a gravel pit. Consequently, the loss of the ability to mine the aggregate resource will have a minimal effect.

Although there is a creek which meanders along the rear lot line of the subject property, it is well separated from where the applicants are contemplating a severance, along the Maki Road frontage. Adequate controls, more specifically SSMRCA permit requirements and the Committee of Adjustment process are already in place to ensure impacts to fish habitat are reviewed prior to any specific development or site alteration within the defined adjacent lands to the fish habitat.

RECOMMENDATION

Resolved that the report of the Planner, dated 2014 05 12 be accepted as information, and that Council Rezones the portion of the subject property that is zoned “REX” (Rural Aggregate Extraction Zone) to “RA” (Rural Area Zone).

Respectfully submitted,



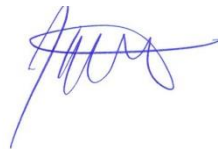
Peter Tonazzo, MCIP, RPP:
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RP:P:
Planning Director

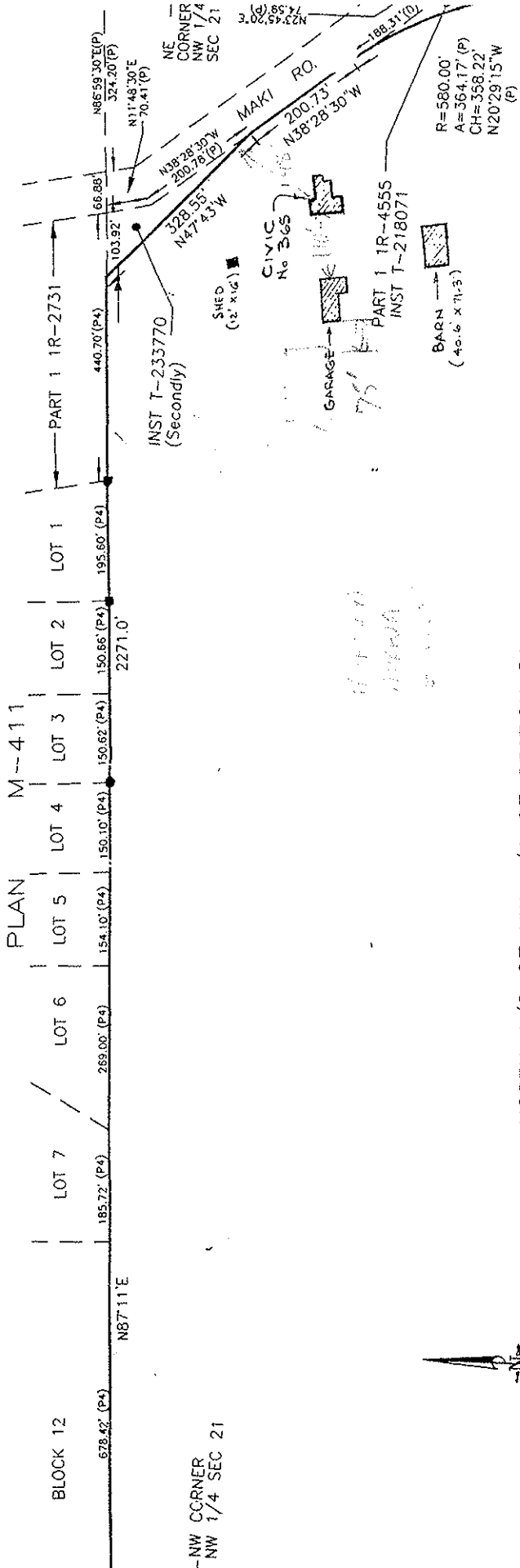
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps

Attachments(s)



NORTH 1/2 OF NW 1/4 OF SECTION 21

LINE BETWEEN THE N1/2 AND S1/2 OF NW 1/4 OF SEC 21

*Under
Step
Lit Coverage*

NOTE

- P DENOTES PLAN IR-4555
- P2 DENOTES PLAN IR-1689
- P3 DENOTES PLAN IR-8379
- P4 DENOTES PLAN M-411

NOTE:

This plan was compiled from Registry Office information and a field survey completed on April 2, 1997.

INSTRUMENT T-33755

PART 1 IR-8379
INST T-357447

SCALE

Pat Schinners

From: Marlene McKinnon <MMcKinnon@ssmrca.ca>
Sent: Thursday, April 24, 2014 2:02 PM
To: Pat Schinners
Subject: SSMRCA Response - A-9-14-Z

April 24, 2014

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # **A-9-14-Z**
 Chris Frees and Candy Johnson
 365 Maki Road
 Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg.176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

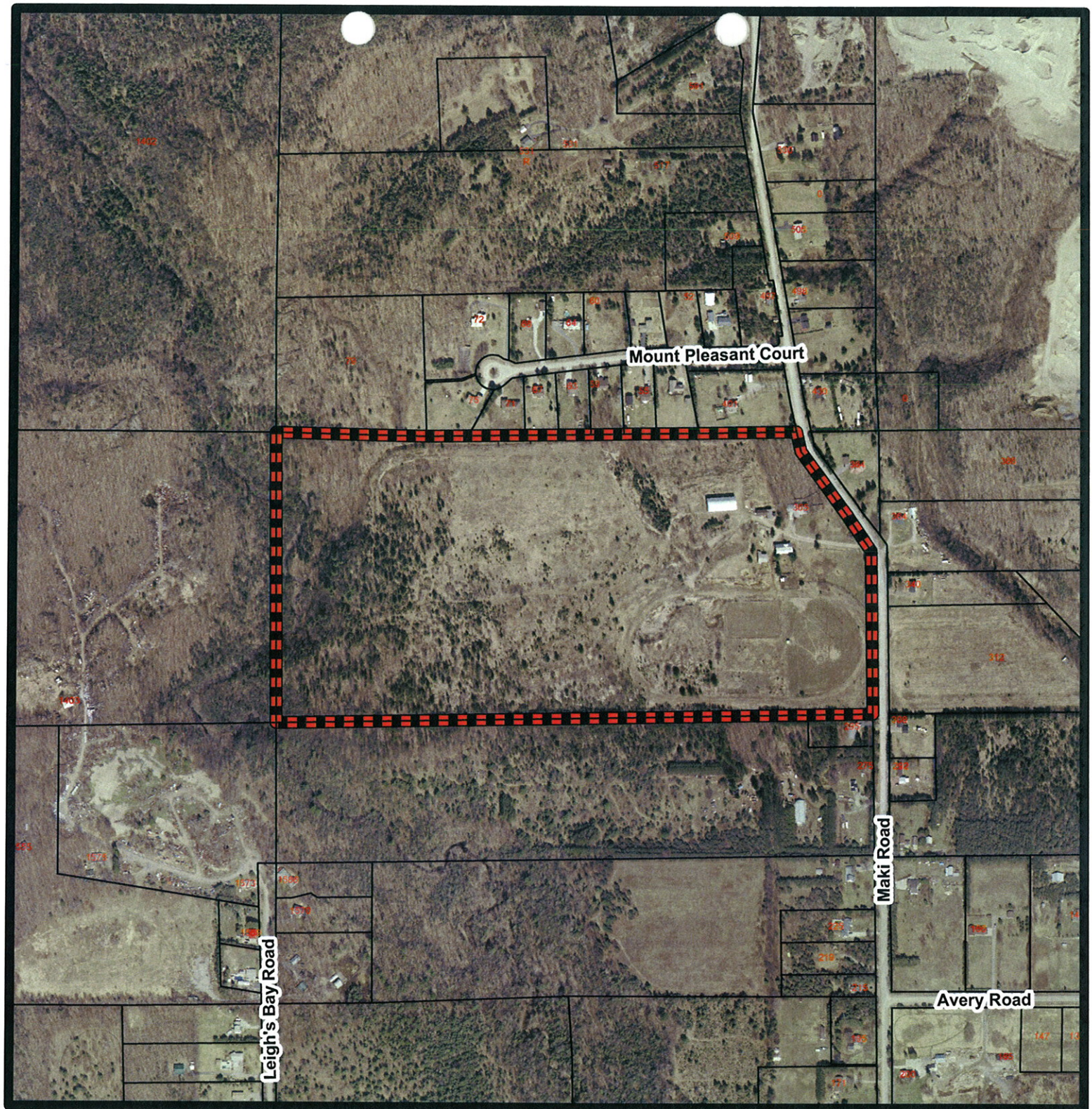
Any proposed development on the subject property and/or the proposed severed portion of the subject property will require a permit from our office.

The subject property is not under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection.

Should you have any questions on our comments please contact our office.

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics



2012 ORTHO PHOTO

APPLICATION A-9-14-Z

365 MAKI ROAD



METRIC SCALE
1 : 7500

ROLL NUMBER
060-050-218-00

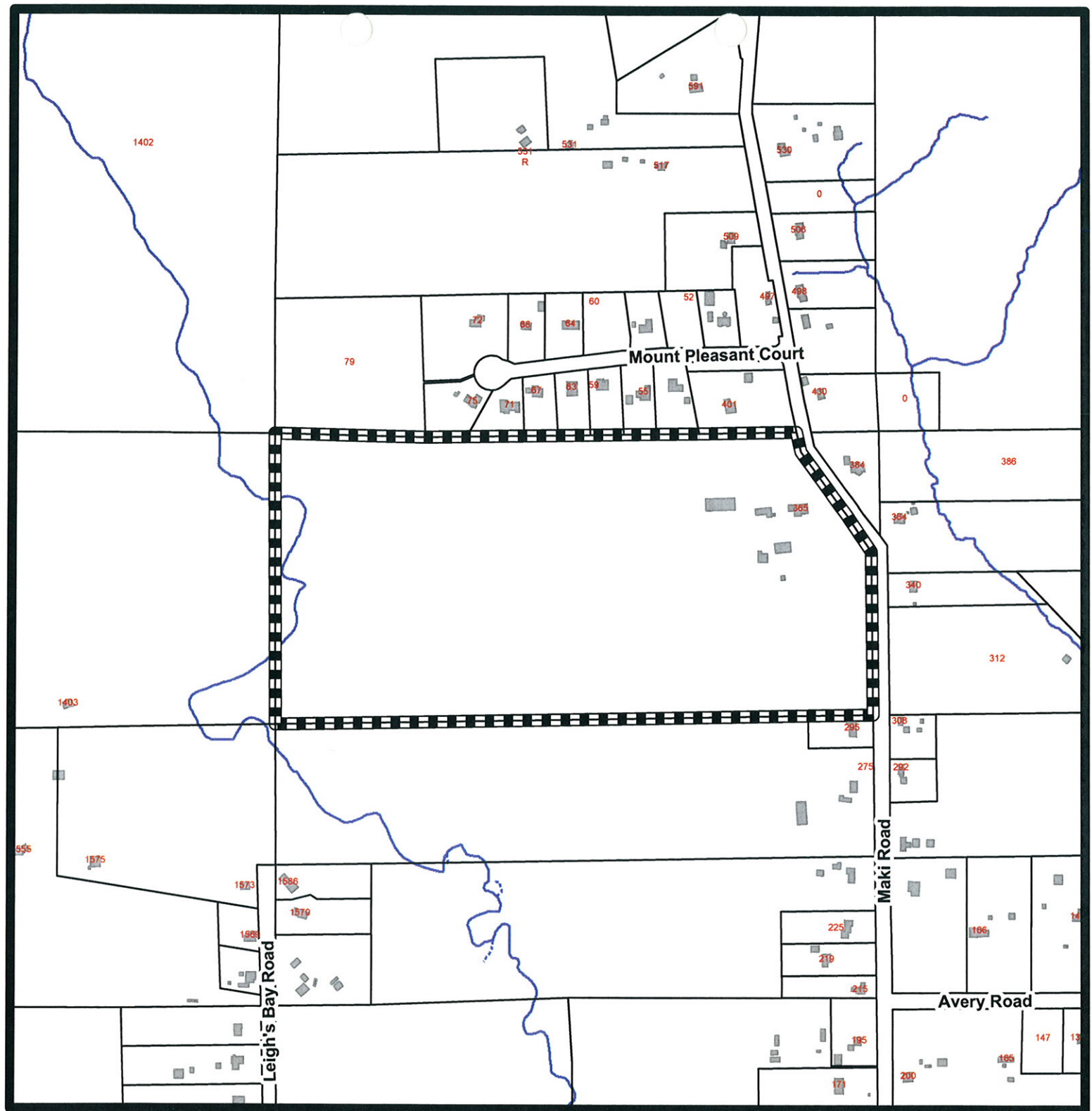
MAP REFERENCE
508 & 1-132

MAIL LABEL ID
A-9-14-Z

Legend



Subject Property = 365 Maki Road



SUBJECT PROPERTY MAP

APPLICATION A-9-14-Z

365 MAKI ROAD



METRIC SCALE
1 : 7500

ROLL NUMBER
060-050-218-00

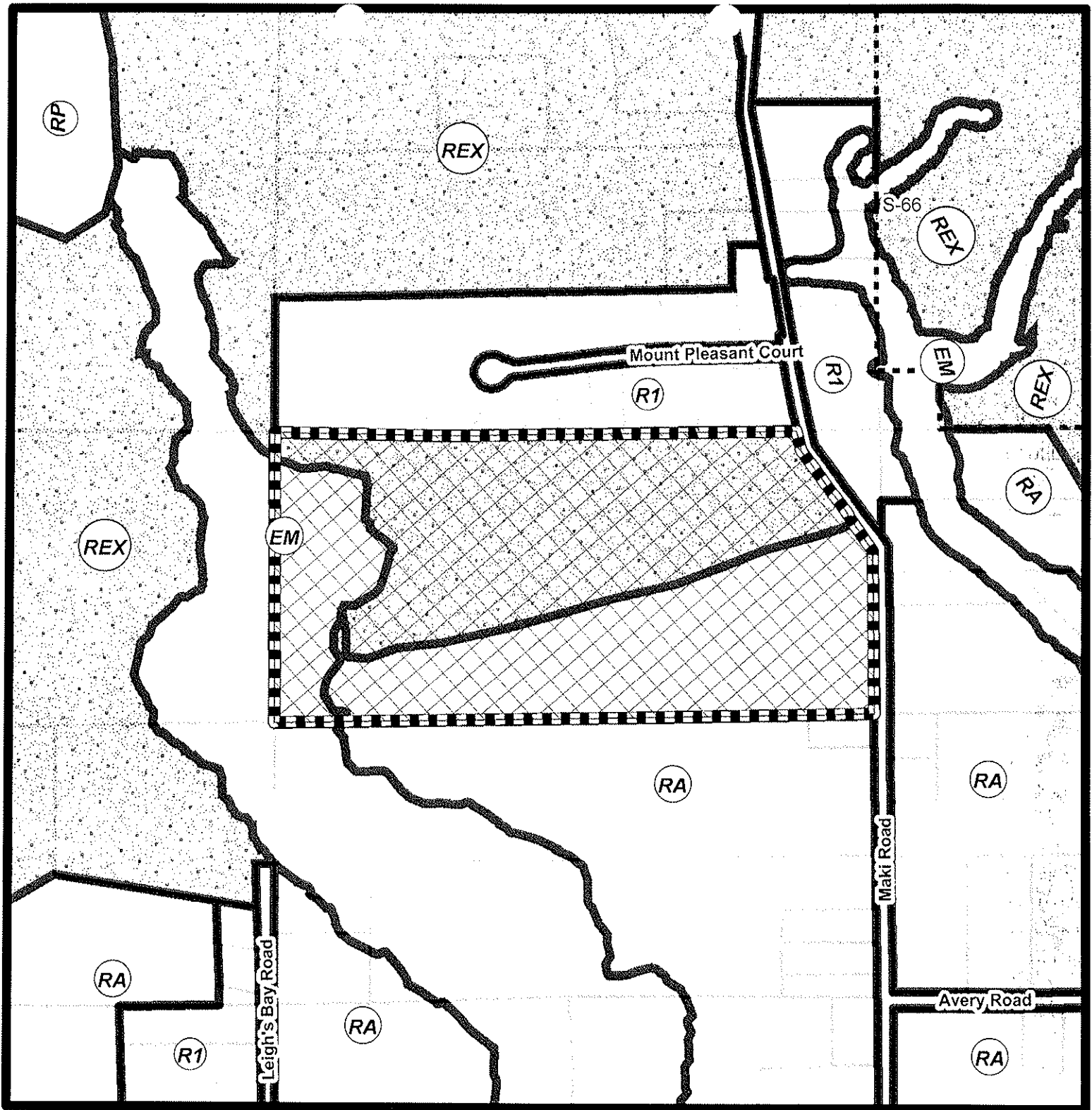
MAP REFERENCE
508 & 1-132

MAIL LABEL ID
A-9-14-Z

Legend



Subject Property = 365 Maki Road



EXISTING ZONING MAP **APPLICATION A-9-14-Z** **365 MAKI ROAD**

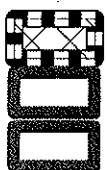


METRIC SCALE
 1 : 7500

ROLL NUMBER
 060-050-218-00

MAP REFERENCE
 508 & 1-132

MAIL LABEL ID
 A-9-14-Z



Subject_Property_365_Maki_Road

R1 - Estate Residential Zone

EM - Environmental Management Zone



RA - Rural Area Zone

REX - Rural Aggregate Extraction Zone

Page 230 of 294
 365 Maki Road Special Exception Zoning

Rachel Tyczinski

From: Peter Tonazzo
Sent: Friday, May 09, 2014 8:51 AM
To: Rachel Tyczinski
Subject: FW: Concerns about Maki Road rezoning

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

From: Shelli Ubriaco [mailto:shellandsam@sympatico.ca]
Sent: Thursday, May 08, 2014 10:43 PM
To: Peter Tonazzo
Subject: Concerns about Maki Road rezoning

Hello Peter,

As residents of 75 Mount Pleasant Court who may be potentially impacted by the rezoning of 365 Maki Road, Application No. A-9-14-Z, I am writing to request the Notice of Decision regarding this application. We are concerned that the property at 365 Maki Road may be developed as a subdivision or recreational facility, or other type of development, any of which could significantly impede our view and/or potentially create noise disturbances.

Your consideration is appreciated.

Regards,
Shelli and Sam Ubriaco
705-949-4291

Rachel Tyczinski

From: Peter Tonazzo
Sent: Friday, May 09, 2014 8:48 AM
To: Rachel Tyczinski
Subject: FW: Application No.:A-9-14-Z Applicants: Chris Frees and Candy Johnson

From: Donna Wilhelm [mailto:donnajwilhelm@sympatico.ca]
Sent: Thursday, May 08, 2014 10:37 PM
To: Peter Tonazzo
Subject: Application No.:A-9-14-Z Applicants: Chris Frees and Candy Johnson

Dear Mr. Tonazzo

I am writing in regards to our recent conversation Wednesday, May 7, 2014 (Art Wilhelm) concerning the above mentioned application. We do not have a problem with rezoning of the property from REX. However, since our property is directly adjacent to the applicants our concern is what are they planning once the property is rezoned. We would not like to see this property turned into a subdivision. Our greatest concern is water. We are on well water, and several houses on Mount Pleasant Court are on well water as well. We fear this could put a strain on the water supply in the area. We would like to know what the plans are for this rezoned property. This is rural property and we would like it to remain as such. Please advise

Thank you

Art & Donna Wilhelm

donnajwilhelm@sympatico.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-78

AGREEMENT: (E2.2) A by-law to authorize execution of a contract between the City and Palmer Construction Group Inc. for the Reconstruction of St. Andrew's Terrace from North Street to John Street (Contract 2014-1E)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, made between the City and Palmer Construction Group Inc. for the reconstruction of St. Andrew's Terrace from North Street to John Street. (Contract 2014-1E)

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT NO. 2014-1E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 12th day of May in the year 2014 by and between

Palmer Construction Group Inc. hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**RECONSTRUCTION OF ST. ANDREW'S TERRACE
JOHN STREET TO NORTH STREET
CONTRACT NO. 2014-1E**

which have been signed in triplicate by both parties and which were prepared under the supervision of Kresin Engineering Corporation.

2. The Contractor will do and fulfil everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Corporation:	The Corporation of the City of Sault Ste. Marie P.O. Box 580 Civic Centre, 99 Foster Drive Sault Ste. Marie, ON P6A 5N1
The Contractor:	Palmer Construction Group Inc. 258 Queen Street East, Suite 301 Sault Ste. Marie, ON P6A 1Y7
The Engineer:	Kresin Engineering Corporation 536 Fourth Line East Sault Ste. Marie, ON P6A 6J8

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

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – Debbie Amaroso

(seal)

City Clerk – Malcolm White

PALMER CONSTRUCTION GROUP INC.

Signing Officer

(seal)

Witness

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-89

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 69 Elmwood Avenue and rear of 69 Elmwood Avenue (Schell, Boniferro).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **69 ELMWOOD AVENUE AND REAR OF 69 ELMWOOD AVENUE;
LOCATED ON THE WEST SIDE OF ELMWOOD AVENUE,
APPROXIMATELY 98M SOUTH OF ITS INTERSECTION WITH
WAWANOSH AVENUE; CHANGE FROM R2 TO R3.S WITH A
“SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-49 of Schedule “A” to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(337) and heading as follows:

“2(337) 69 Elmwood Avenue and rear of 69 Elmwood Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Elmwood Avenue, approximately 98m south of its intersection with Wawanosh Avenue and having civic no. 69 Elmwood Avenue and rear of 69 Elmwood Avenue and outlined and marked “Subject Property” on the map attached as Schedule 337 hereto is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception” to permit, in addition to those uses permitted in an R3 zone:

- 1) That the required lot frontage of ‘Block A’ be reduced from 18m to 13m;
- 2) That the required lot frontage of ‘Block B’ be reduced from 20m to 6.5m;
- 3) That the south interior side yard setback on ‘Block B’ be reduced from 3m to 2m; and

- 4) That a maximum of six (6) dwelling units be permitted on the Subject Property ('Blocks A & B')."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

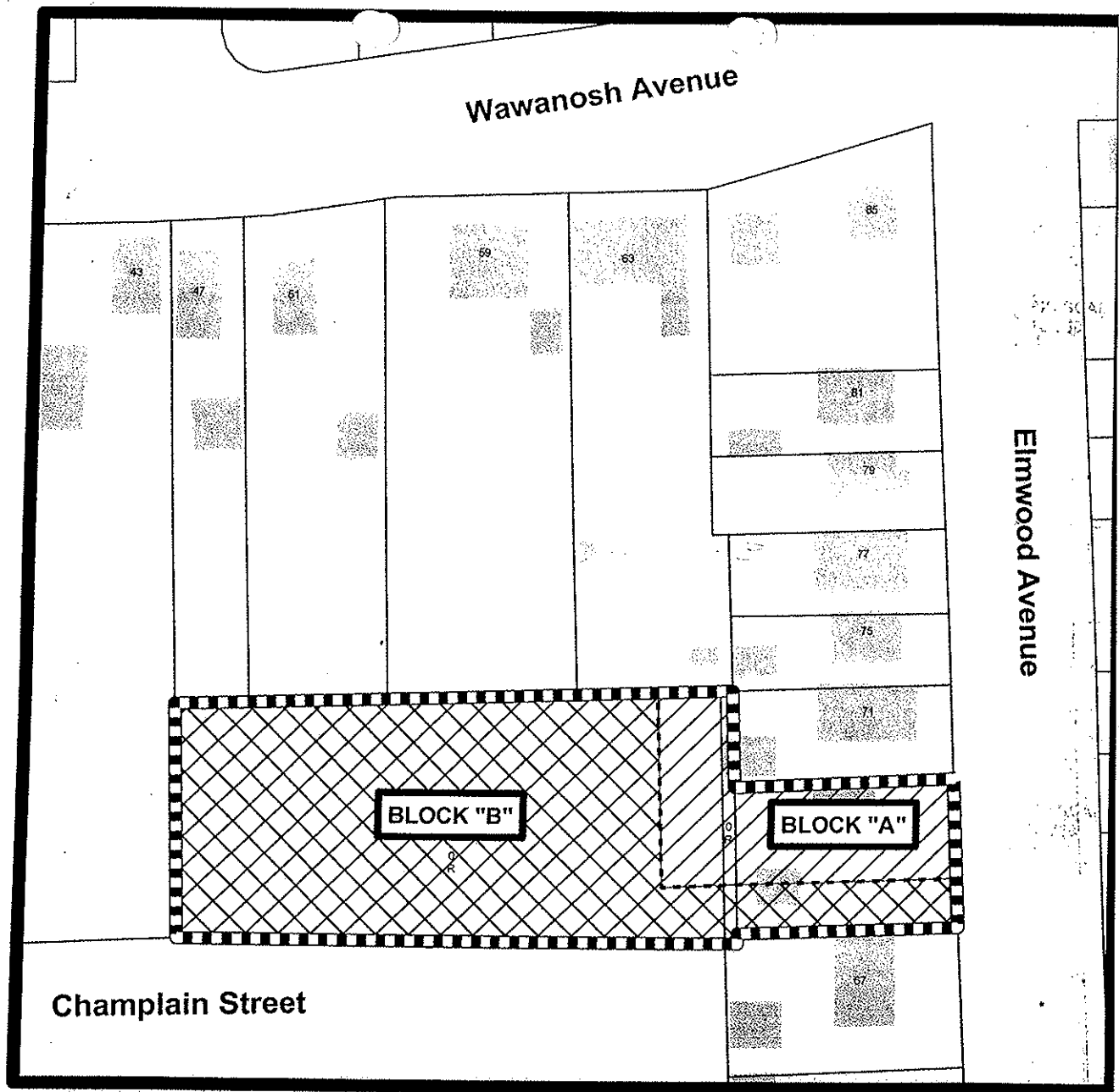
PASSED in Open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

Cf/staff/Legal/Zoning/2014/2014-89 Elmwood Ave/zoning by-law

SCHEDULE "A" TO BY-LAW 2014-89 AND
SCHEDULE 337 TO BY-LAW 2005-151



SUBJECT PROPERTY
PLANNING APPLICATION A-2-14-Z
69 ELMWOOD AVENUE

SUBJECT PROPERTY ROLL NUMBERS
030-044-041-00 = 69 Elmwood Avenue
030-044-041-01 = Rear Elmwood Avenue
030-044-041-02 = Rear Elmwood Avenue [Former Lane]



METRIC SCALE
1 : 750

LABEL ID
A-2-14-Z

MAP REFERENCE
42 & 1-49

 Subject Property

 Block "A": Frontage = 23.53m / Existing Dwelling & Re-located Garage

 Block "B": Frontage = 6.88m / Proposed 4-unit Townhouse

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-94

AGREEMENT: (AG84) A by-law to authorize execution of a Surrender of Lease Agreement between the City and The Board of Health for The District of Algoma Health Unit Operating as Algoma Public Health and The Sault College of Applied Arts and Technology dated May 12, 2014.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Surrender of Lease Agreement dated May 12, 2014 between The Corporation of the City of Sault Ste. Marie and The Board of Health For the District of Algoma Health Unit operating as Algoma Public Health and The Sault College of Applied Arts and Technology to surrender the lease between the parties made as of September 28, 2009.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

Schedule "A"

THIS SURRENDER OF LEASE AGREEMENT made the 12th day of May, 2014,

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

- and -

**THE BOARD OF HEALTH FOR THE DISTRICT OF ALGOMA HEALTH UNIT
OPERATING AS ALGOMA PUBLIC HEALTH**

("APH")

-and-

THE SAULT COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(the "College")

1.0 BACKGROUND

1.1 By a lease made as of September 28th, 2009 (the "Lease"), the City as landlord leased to APH as tenant the premises more fully described in the Lease (the "Premises") comprising approximately 70,000 square feet in the building known municipally as 294 Willow Avenue, Sault Ste. Marie, Ontario, being the lands legally described in PIN 31529-0162(LT) (the "Real Property") for a term of 99 years and subject to the terms and conditions set forth in the Lease.

1.2 Pursuant to a Shared Facilities Agreement dated September 23rd, 2009 (the "SF Agreement") between APH and the College, APH agreed to allow the College to use certain classrooms in the Premises on the terms and conditions set forth in the SF Agreement subject to the re-imbursement by the College of a portion of the heating and air conditioning costs as more particularly provided in s. 3.2 of the SF Agreement.

1.3 Pursuant to Section 2.3 of the Lease, at the expiration of the Term or earlier termination of the Lease, the Real Property is to be conveyed to the College.

1.4 The City and APH have agreed that the Premises shall be surrendered and the Lease will be at an end on the 16th day of May, 2014 (the "Surrender Date") on the terms contained herein.

1.5 Notwithstanding the provisions of Section 2.3 of the Lease the parties have agreed that on the Surrender Date the Real Property shall be conveyed to APH.

1.6 Concurrently with the transfer of the Real Property APH and the College have agreed to amend the SF Agreement on the terms set forth herein.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as contained in this Agreement:

2.0 SURRENDER

2.1 The term of the Lease shall be fully completed and ended with effect from and after the Surrender Date and the Lease is hereby amended accordingly.

2.2 APH hereby assigns and surrenders the Lease and the Premises to the City, with effect as and from the Surrender Date, to the intent that the unexpired residue of the term created by the Lease, and all estate and interest of APH in the Premises under or by virtue of the Lease, may be merged and extinguished in the reversion of the Premises and the Lease shall be cancelled, terminated and surrendered with effect only from and after the Surrender Date. APH hereby remises, releases and forever discharges the City, with effect as and from the Surrender Date, of and from all manner of actions, causes of action, suits, debts, duties, accounts, covenants, contracts, claims and demands whatsoever which APH now has or can, shall or may hereafter have against the City arising out of or under or by virtue of the Lease, except as expressly set out herein.

2.3 The APH hereby acknowledges and agrees that its obligations and the indemnities provided in Articles 1, 2-10 inclusive and 12-14 inclusive of the Lease shall survive the Surrender of the Lease. APH further covenants and agrees that it shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any losses, costs (including without restriction, legal costs on a substantial indemnity basis), liabilities and expenses incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the APH and the College's use of the Premises or any other matters related directly or indirectly to the Lease or the SF Agreement, including any losses or damages which have been caused or contributed to by the breach of the *Occupiers Liability Act* on the part of the City.

2.3 The City is party to an Infrastructure Stimulus Fund Contribution Agreement entered into between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure and the Minister of Agriculture, Food and Rural Affairs ("Ontario and OMAFRA") dated September 14, 2009 (the "Stimulus Agreement") wherein Ontario and OMAFRA agreed to financially contribute to the costs of the construction of the Premises pursuant to the terms and conditions of the Stimulus Agreement. The parties hereto acknowledge and agree that they have read the Stimulus Agreement and understand the terms and conditions set out therein, including but not limited to Section 17.3 which provides that the Stimulus Agreement shall enure to the benefit of and be binding upon the parties to the Stimulus Agreement and their respective heirs, executors, administrators, successors and permitted assigns.

2.4 APH represents and warrants that, as a result of the transfer of the Real Property pursuant to this Agreement, the City will not incur any additional levies other than for such obligations for which the City is currently responsible pursuant to s.72 of the Health Protection and Promotion Act R.S.O. 1990 c. H.7.

3.0 TRANSFER OF REAL PROPERTY

3.1 On the Surrender Date the City agrees to transfer the Real Property to APH free and clear of all encumbrances save and except for the SF Agreement. On the Surrender Date the College hereby releases and quit claims any interest it may have in the Real Property pursuant to Section 2.3 of the Lease. Notwithstanding the transfer of the Property, APH covenants and agrees that in accordance with Section 11.6 of the Stimulus Agreement, the Real Property shall only be used, maintained and operated for a period of at least one-half of its expected useful life by APH and its tenants, licensees or other authorized occupants as a first class office building consistent with other buildings of similar nature and size in Sault Ste. Marie, Ontario and not incompatible with the institutional use, business and contractual commitments of the College. APH further covenants and agrees that it shall fully indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any losses, costs (including without restriction, legal costs on a substantial indemnity basis), liabilities and expenses incurred by the City because of any demand, action or claim brought against the City, including but not limited to any demand by Ontario and/or OMAFRA for recovery of any or all of the financial assistance provided by Ontario and/or OMAFRA to the City in accordance with Section 11.6 of the Stimulus Agreement. The parties hereto further acknowledge and agree that this indemnity in favour of the City and the covenant and agreement to use, maintain and operate the Real Property for at least one-half of its expected useful life as set out in Section 11.6 of the Stimulus Agreement shall be binding upon APH and their respective heirs, executors, administrators, successors and permitted assigns.

3.2 On the Surrender Date the City shall deliver to APH a transfer of land suitable for registration and such other documents as they deem reasonably necessary for the completion of this transaction.

3.3 The City and APH acknowledge that the transfer will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto. The City and APH irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada.

3.4 The parties hereto acknowledge and agree that it is the parties' intention that the City shall be at no risk or expense whatsoever to which it would not have been put had this Surrender of Lease and coinciding transfer of the Real Property from the City to APH not have been so entered into by the parties hereto. APH shall indemnify and save harmless the City from any costs, liabilities, expenses and taxes incurred by the City that may result from this Surrender of Lease and the transfer of the Real Property from the City to APH including any matters arising directly or indirectly from same.

4.0 SF AGREEMENT

4.1 In consideration of the release and quit claim by the College as set forth in paragraph 3.1 hereof, all amounts owing by the College to APH for re-imbursement of heating and air conditioning costs pursuant to Section 3.2 of the SF Agreement are hereby cancelled and forgiven.

4.2 Effective as at the Surrender Date the SF Agreement is hereby amended by deleting Section 3.2. For the purposes of clarity it is understood between APH and the College that the College shall, until September 28, 2108, have the continued use of the classrooms as set forth in the SF Agreement without the obligation to reimburse APH for heating and air conditioning costs.

4.3 In the event that APH decides to sell or transfer title to the Real Property, or in the event that APH ceases to be an operating entity, it shall, before listing the Property for sale or transferring title to the Real Property, provide the College with the first right to negotiate with APH for the purchase of the Real Property for a 180 day period following written notice by APH of its intention to sell the Real Property. For the purposes of negotiating the price of the Real Property, the amount allocated to the land shall be deemed to be \$1.00; for greater clarity APH and the College acknowledge and agree that the value of the land shall be excluded from the purchase price. If APH and the College do not agree, within the 180 day period aforesaid, APH shall be free to sell the Real Property without further notice to the College; provided however, that in the event of the sale of the Real Property to a party other than the College, APH shall give notice to any future purchaser of the College's rights to use the Classrooms and the parking spaces pursuant to sections 4.2 and 4.5 respectively. In accordance with Section 11.6 of the Stimulus Agreement and APH's covenant and indemnity provided in Section 3.1 herein, APH shall further advise any future purchaser of the Real Property and Premises that the Real Property shall only be used, maintained and operated for a period of at least one-half of its expected useful life as a first class office building consistent with other buildings of similar nature and size in Sault Ste. Marie, Ontario and not incompatible with the institutional use, business and contractual commitments of the College.

4.4 APH shall, until September 28, 2108, provide 30 parking spaces in the auxiliary parking lot located on parts 14, 15 and 16 on Plan 1R-11771 to the College at no cost. All revenue derived from the 30 parking spaces shall be for the benefit of the College. All costs associated with the maintenance and repair of the parking spaces and for snow ploughing and snow removal shall be the responsibility of APH. Paragraph 3.7 of the SF Agreement is hereby deleted.

4.5 Save and except as amended in this section, the SF Agreement shall remain in full force and effect.

5.0 GENERAL

5.1 The City represents and warrants that it has the right, full power and authority to enter into this Agreement and to perform its obligations hereunder, that it has not assigned or encumbered its interest in the Lease and that no consent from any mortgagee or other party is required.

5.2 APH represents and warrants that it has the right, full power and authority to enter into this Agreement and to perform its obligations hereunder, and that, as of the Surrender Date, APH shall not have entered into any agreements or executed any other instruments, deeds or other documents pursuant to which the Lease or the unexpired portion of the term, including any renewals, shall in any way be charged, encumbered, assigned, sublet or otherwise transferred.

5.3 All notices required or permitted to be given hereunder shall be in writing and delivered or sent by prepaid registered mail to the address of the intended recipient set forth below or at such other address as may from time to time be notified by the City or APH in writing.

To the City at: The Corporation of the City of Sault Ste. Marie
 P.O. Box 580
 99 Foster Drive
 Sault Ste. Marie, Ontario
 P6A 5N1

To the APH at: Algoma Public Health
 294 Willow Avenue
 Sault Ste. Marie, Ontario
 P6B 5B7

To the College at: Sault College of Applied Arts and Technology
 443 Northern Avenue East
 Sault Ste. Marie, Ontario
 P6B 4J3

5.4 Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party or parties thereto may reasonably require for the purpose of giving effect to this Agreement and carrying out its provisions and completing the transactions contemplated by this Agreement.

5.5 Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

5.6 This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.

5.7 Delivery of an executed copy of a signature page to this Agreement by facsimile transmission shall be effective as delivery of an original executed copy of this Agreement, and each party hereto undertakes to provide each other party with a copy of the Agreement bearing original signatures forthwith upon demand.

5.8 The rights and liabilities of the parties shall enure to the benefit of their respective successors and assigns, as the case may be.

5.9 The City may register a notice of this Surrender of Lease.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

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

I/We have authority
to bind the Corporation

Per: _____

Name: _____
Title: **Mayor - Debbie Maroso**

Per: _____

Name: _____
Title: **City Clerk - Malcolm White**

**THE BOARD OF HEALTH FOR THE
DISTRICT OF ALGOMA HEALTH
UNIT operating as ALGOMA PUBLIC
HEALTH**

I/We have authority
to bind the Corporation

Per: _____

Name: _____
Title: _____

Per: _____

Name: _____
Title: _____

**THE SAULT COLLEGE OF
APPLIED ARTS AND TECHNOLOGY**

I/We have authority
to bind the Corporation

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-95

AGREEMENT: (PR1.52) A by-law to authorize execution of an Offer to Purchase between Algoma Public Health and The Corporation of the City of Sault Ste. Marie dated May 12, 2014 for the property at 294 Willow Avenue.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Offer to Purchase between Algoma Public Health and The Corporation of the City of Sault Ste. Marie dated May 12, 2014 for the property at 294 Willow Avenue and all documents required to complete the transaction.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

Schedule "A"

THIS AGREEMENT made the 12th day of May, 2014,

BETWEEN:

ALGOMA PUBLIC HEALTH
(hereinafter referred to as the "Purchaser")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "Vendor")

OF THE SECOND PART

1.0 OFFER TO PURCHASE

- 1.1 The Purchaser offers to purchase from the Vendor all of the Vendor's rights, title and interest in the land and building situate at 294 Willow Avenue, in the City of Sault Ste. Marie more particularly described in PIN 31529-0162(LT) (the "Real Property").

2.0 PURCHASE PRICE AND PAYMENT

- 2.1 The purchase price payable for the Real Property shall be the sum of Ten Dollars (\$10.00) (the "Purchase Price"), payable by the Purchaser to the Vendor by certified cheque on the Closing Date subject to the usual adjustments.
- 2.2 All existing fixtures on the Real Property are included in the Purchase Price.

3.0 HARMONIZED SALES TAX

- 3.1 The Vendor hereby represents and warrants and certifies to the Purchaser that the sales transaction described in this agreement constitutes an exempt supply pursuant to section 10 of Part VI of Schedule V of the Excise Tax Act (Canada) and the Vendor shall provide to the Purchaser on the Closing Date a written certificate in form satisfactory to the Purchaser's solicitor acting reasonably verifying such fact.
- 3.2 In the event that HST is determined to be payable for this transaction, the Purchaser shall indemnify and save harmless the Vendor from any costs, expenses and taxes so incurred by the Vendor regarding same. The parties hereto acknowledge and agree that the Vendor shall be at no risk or expense as a result of any matters related directly or indirectly from this transaction. The parties hereto acknowledge and agree that this indemnity and paragraph shall survive the closing of this transaction.

4.0 RISK

- 4.1 Until the completion of the sale all buildings on the Real Property shall be and remain at the risk of the Vendor and the Vendor shall hold all insurance policies and proceeds of them in trust for the parties. The Vendor shall notify the Purchaser immediately upon request of the particulars of insurance on the Real Property. In the event of substantial damage to the Real Property the

Purchaser may either have the proceeds of the insurance policies and complete the purchase or may cancel this Agreement and the deposit shall be repaid to the Purchaser without interest or deduction.

5.0 TITLE

- 5.1** The Purchaser shall be allowed until the 14th day of May, 2014 to examine, at the Purchaser's own expense, the title to the Real Property, and to make inquiries of the municipality, public utilities and any government authority that the present use of the Real Property as an institutional office building may be lawful and that there are no outstanding work orders or deficiency notices effecting the Real Property. The Vendor will authorize the municipality, public utilities and any government authority to release all information in this regard.
- 5.2** If within the time specified in Section 5.1 hereof any valid written objection is delivered to the Vendor as to title or to any outstanding municipal work order or deficiency notice which the Vendor is unable or unwilling to remove, remedy or satisfy and notifies the Purchaser in writing within three days of the receipt of any objection and which the Purchaser will not waive and notifies the Vendor in writing, this Agreement, notwithstanding any intermediate action or negotiations in respect to those objections, shall be terminated and the deposit shall be repaid to the Purchaser without any deduction and neither the Vendor nor the Purchaser shall be liable for any costs or damages. If the Purchaser does not make any valid objections by the specified date the Purchaser shall be deemed to have accepted the Vendor's title, municipal work orders and deficiency notices and the available use except for any objections going to the root of title.

6.0 DATE OF CLOSING

- 6.1** This Agreement shall be completed on the 16th day of May, 2014 (the "Closing Date") at which time vacant possession of the Real Property shall be given to the Purchaser.

7.0 CONDITION/COVENANT

- 7.1** The completion of this Agreement is conditional on the parties hereto and The Sault College of Applied Arts and Technology executing, on or before the Closing Date, a surrender of lease agreement in a form attached hereto as Schedule "A" failing which this Agreement shall be null and void. The completion of this Agreement is further conditional on the Purchaser delivering to the Vendor prior to closing a document signed by The Sault College of Applied Arts and Technology, 443 Northern Avenue East, Sault Ste. Marie, Ontario (the "College"), confirming that the College consents to this transaction pursuant to the Restrictive Covenant registered as Instrument AL60820 on the Real Property.
- 7.2** The Purchaser covenants and agrees that it shall, on the Closing Date, cause the following documents to be deleted from the title to the Real Property:
- AL60817 – 2009/10/14 – Notice of Lease between the Vendor and the Purchaser
 - AL60818 – 2009/10/14 – Notice of Shared Facilities Agreement
 - AL60819 – 2009/10/14 – Notice of Amending Agreement
 - AL60820 – 2009/10/14 – Restrictive Covenant regarding sale of Real Property

The Vendor consents to the deletion of the above documents from title to the Real Property.

8.0 DOCUMENTS TO BE DELIVERED ON CLOSING

- 8.1 In addition to any other documents, matters or things required to be delivered to the Purchaser pursuant to the terms and provisions hereof, the Vendor covenants and agrees to deliver to the Purchaser, or to the Purchaser's solicitors, on or before closing, each of the following: Deed/Transfer of Land;
- (a) A copy of the By-law from the Vendor authorizing the execution of this Agreement and any documents necessary to complete the transaction;
 - (b) The Surrender of Lease Agreement referred to in Section 7.1 ;
 - (c) Such other documents as may be reasonably necessary for the completion of this transaction.
- 8.2 On the Closing Date the Purchaser shall deliver to the Vendor or the Vendor's Solicitor the following:
- (a) the balance of the Purchase Price pursuant to paragraph 2.1; and
 - (b) such other documents as may be necessary for the completion of this transaction;
- 8.3 The Vendor and Purchaser acknowledge that the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto. The Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Vendor and Purchaser irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

9.0 NOTICES

- 9.1 Any notices or documents required or desired to be given or delivered to either of the parties hereto shall be in writing, and shall be personally delivered by hand/courier or by telefax to the intended party or parties as follows:

TO THE PURCHASER: Algoma Public Health
294 Willow Avenue
Sault Ste. Marie, ON P6B 5B7

With copy to: Laidlaw, Paciocco, Spadafora
421 Bay Street, Suite 604
Sault Ste. Marie, ON, P6A 1X3

ATTENTION: Mr. Robert W. Paciocco

TO THE VENDOR: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

ATTENTION: Ms. Melanie Borowicz-Sibenik

- 9.2 All notices and documents shall be delivered by hand/courier or by telefax only on business days (excluding Saturdays, Sundays and statutory holidays), and shall be deemed to have been received on the day that same has been so delivered or telefaxed, on the express understanding that any document or notice delivered or telefaxed after 5:00 p.m. shall be deemed to have been received on the next business day following the date of such delivery or telefax transmission (as the case may be), and provided further that if so telefaxed, a confirmation of such telefax transmission must be received by the transmitting party at the time of such transmission otherwise same will be deemed not to have been properly or sufficiently telefaxed to the intended party.
- 9.3 Either party hereto may, from time to time and by written notice delivered to the other party in the manner aforesaid, change the address or telefax number to which its notices are to be delivered or telefaxed, as the case may be.

10.0 INTERPRETATION

- 10.1 Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
- 10.2 Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the date for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company or Province of Ontario Savings Office.
- 10.3 This Agreement shall constitute the entire agreement between the Purchaser and the Vendor. The parties acknowledge that other than as herein set out there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or express or implied which induced either party hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement or the Real Property or which is supported hereby other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the content. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- 10.4 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 10.5 This Agreement shall not be amended, altered or modified except by memorandum in writing signed by or on behalf of the parties hereto and any amendment, alteration or modification hereof shall be null and void and shall not be binding unless made and recorded as aforesaid.

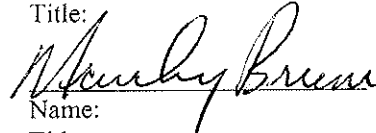
11.0 ACCEPTANCE

- 11.1 The Purchaser agrees that this Offer shall remain open for acceptance and shall be irrevocable by the Purchaser until 5:00 p.m. on the 13th day of May, 2014 after which time if not accepted by the Vendor this Offer shall be null and void and the deposit shall be refunded to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser has signed this Offer the day of May, 2014.

ALGOMA PUBLIC HEALTH

Per: 
Name:
Title:

Per: 
Name:
Title:

We have authority to bind the Corporation

IN WITNESS WHEREOF the Vendor has accepted this Offer on the day of May, 2014.

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

Per: _____
Name: Debbie Amoroso
Title: Mayor

Per: _____
Name: Malcolm White
Title: Clerk

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-96

PROPERTY: (MAP 85) A by-law to declare the City owned property legally described as PIN 31511-0177 (LT) Greenwood Av PL H465 Tarentorus; Sault Ste. Marie and PIN 31511-0186 1 FT Reserve E Limit of Greenwood Av PL H465 Tarentorus; Sault Ste. Marie in the Cedar Heights Subdivision as surplus to the City's needs and to authorize the disposition of the said property to abutting owner, Tony Cavaliere and further, to authorize the disposition of the "daylighting triangle" to Mr. and Mrs. Pidgen.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described as PIN 31511-0177 (LT) Greenwood Av PL H465 Tarentorus; now the City of Sault Ste. Marie; and PIN 31511-0186 (LT) 1 FT Reserve E Limit of Greenwood Av PL H465 Tarentorus; Sault Ste. Marie are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Section 1 of this by-law.

3. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete this sale.

4. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Legal/staff/By-laws/2014/2014-96 Greenwood av surplus cf

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2014-97

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 202 to the Official Plan for the City of Sault Ste. Marie (Lukenda Holdings Inc. 770 Great Northern Road).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 202 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

**AMENDMENT NO. 202
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This Amendment is an amendment to Land Use Schedule 'C' of the Official Plan.

LOCATION:

PLAN RCP H731 PT Lot 1 RP 1R10841 Part 4, that being 770 Great Northern Road, located on the northeast corner of the intersection of Great Northern Road and Lukenda Drive.

BASIS:

This Amendment is necessary in view of the request to rezone the subject property to permit a mixed use building consisting of general commercial uses and a medical clinic.

Council now considers it desirable to amend the Official Plan, by re-designating the subject property from Institutional to Commercial on Land Use Schedule C of the Official Plan.

Furthermore, Council not considers it desirable to amend the Official Plan by way of a notwithstanding clause to Commercial Policy 4, to permit major office space (medical clinic) to be located outside of the defined downtown.

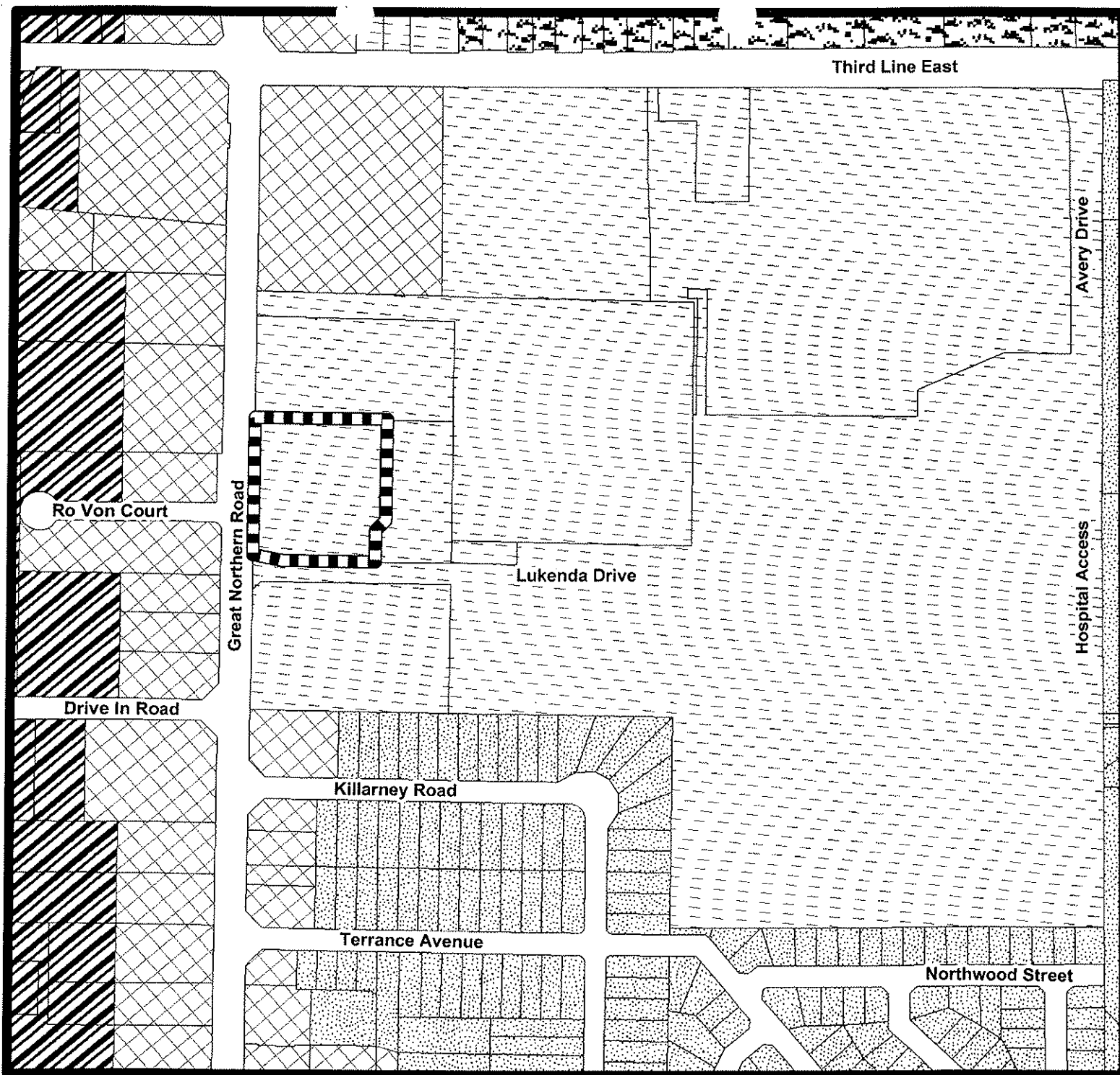
DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

PLAN RCP H731 PT Lot 1 RP 1R10841 Part 4, that being 770 Great Northern Road, located on the northeast corner of the intersection of Great Northern Road and Lukenda Drive, is hereby re-designated from Institutional to Commercial on Land Use Schedule C of the Official Plan.

137. In addition to the re-designation of the subject property from Institutional to Commercial, notwithstanding Commercial Policy 4, the subject property may be developed with major medical office space.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN LANDUSE MAP

SCHEDULE "C" APPLICATION A-6-14-Z-OP

770 GREAT NORTHERN ROAD



METRIC SCALE
1 : 5100

Legend

-  Subject Property = 770 Great Northern Road
-  Institutional
-  Industrial
-  Residential
-  Commercial
-  Rural Area

OFFICIAL PLAN
AMENDMENT
NUMBER
202

ROLL NUMBER
030-065-002-00

MAP REFERENCE
99 & 1-113

MAIL LABEL ID
A-6-14-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-98

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 770 Great Northern Road (Lukenda Holdings Inc).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **770 GREAT NORTHERN ROAD; LOCATED ON THE EAST SIDE OF GREAT NORTHERN ROAD, APPROXIMATELY 312M SOUTH OF ITS INTERSECTION WITH THIRD LINE EAST; CHANGE FROM I TO C4.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-113 of Schedule "A" to By-law 2005-150, is changed from I (Institutional) zone to C4.S (General Commercial) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(338) and heading as follows:

"2(338) 770 Great Northern Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the east side of Great Northern Road, approximately 312m south of its intersection with Third Line East and having civic no. 770 Great Northern Road and outlined and marked "Subject Property" on the map attached as Schedule 338 hereto is changed from I (Institutional) zone to C4.S (General Commercial) zone with a "Special Exception" to permit, in addition to those uses permitted in an C4 zone, a Medical Clinic, subject to the following special condition:

- 1) That any office space that is not part of the Medical Clinic be limited to the size permitted within the C4 (General Commercial) zone as amended."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 202.

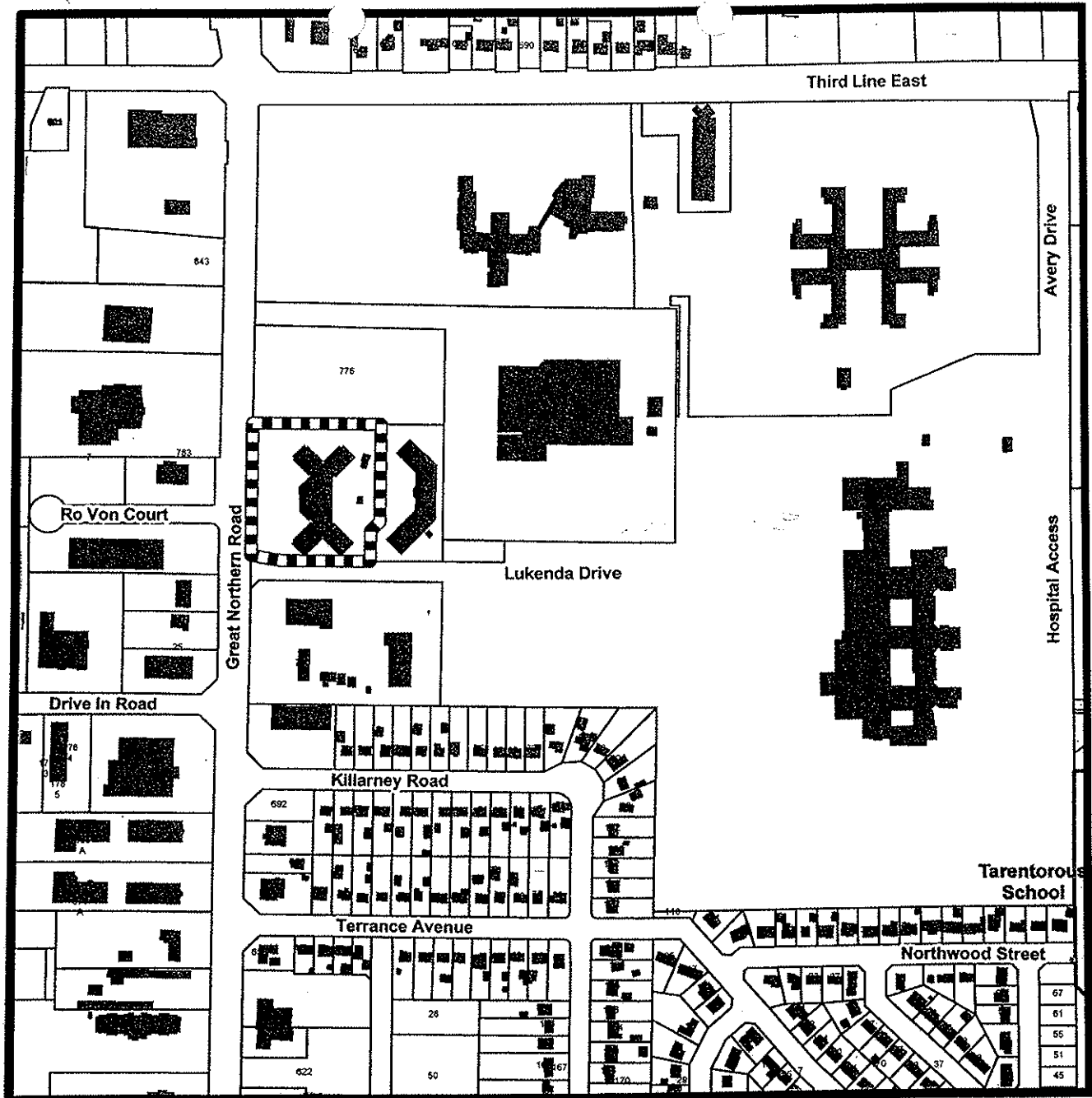
PASSED in Open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

cf/staff/legal/zoning/2014/2014-98 Lukenda Holdings Inc./zoning by-law

SCHEDULE "A" TO BY-LAW 2014-98 AND
SCHEDULE 338 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

APPLICATION A-6-14-Z-OP

770 GREAT NORTHERN ROAD

Legend



Subject Property = 770 Great Northern Road



METRIC SCALE
1 : 5100

ROLL NUMBER
030-065-002-00

MAP REFERENCE
99 & 1-113

MAIL LABEL ID
A-6-14-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-99

AGREEMENT: (C3) A by-law to authorize execution of an agreement between the City and Rogers Sportsnet Inc. for the use of the Essar Centre for the 2014 National Grand Slam of Curling Series during the time period of November 15, 2014 to November 23, 2014.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement attached hereto and dated May 12, 2014 between The Corporation of the City of Sault Ste. Marie and Rogers Sportsnet Inc. for the use of the Essar Centre for the 2014 National Grand Slam of Curling Series during the time period of November 15, 2014 to November 23, 2014.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

Schedule "A"

LICENSE AGREEMENT GRAND SLAM OF CURLING

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this 12 day of May 2014, by and between **THE CORPORATION OF THE CITY OF SAULT STE MARIE (Essar Centre)**, (hereinafter "Licensor"), and **ROGERS SPORTSNET INC.**, a Ontario limited company organized under the laws of the Province of Ontario (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of a sports and entertainment facility in the City of Sault Ste. Marie known as the **Essar Centre**; and

WHEREAS, Licensor has the power and authority to license the use thereof to others for the purpose of holding and presenting certain events; and

WHEREAS, Licensee desires to license the use of the Essar Centre and its facilities from Licensor, and Licensor desires to license the use thereof to Licensee, for the purpose of holding and presenting the **2014 National, part of the Grand Slam of Curling Series** (the "Event"), all subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Grant Of License; Licensed Premises. Licensor hereby grants to the Licensee license to use, and Licensor shall make available to Licensee, that portion of the **Essar Centre** and its facilities as may be necessary for the presentation of the Event (the "Arena"), including the Arena's floor, seating facilities, access areas, public address and scoreboard, sound systems, available dressing rooms, available press rooms, corridors, stairways, walks and lavatories in or about the Arena, a space 55 feet long x 14 feet high for production truck outside the Arena and such other areas or parts of the Arena as may be necessary for the presentation of the Event, all upon the terms and conditions set forth herein. The License granted hereby does not extend to or include the non-public areas in and around the Arena, unless otherwise specifically designated by Licensor. Licensee hereby agrees to, and shall, use the Arena to hold and present the Event as contemplated by this Agreement.

2. Term.

A. Term of Use. Unless this Agreement is earlier terminated pursuant to the provisions hereof, the Event shall commence on **November 15, 2014 at 9:30 PM** and shall expire on **November 23, 2014 at 8:00 PM**. The periods of use described above in this Subsection 2.A. are referred to collectively in this Agreement as the "Term."

B. Doors Open. Licensor agrees to open the Arena to the public at least one (1) hour before each session of the Event.

3. Duties of Licensee. In connection with the presentation of the Event, Licensee shall, at Licensee's cost, provide or cause to be provided or procure the following:

A. Curlers and Staffing; Equipment and Other Items.

(1) All participants, staff required and equipment for the proper presentation of the Event, including but not limited to ice maker, curlers, event staff, and any other staff required for the proper presentation of the Event, and;

B. Licenses and Permits. In accordance with Section 10 below, all licenses and permits, including all performance licenses, required in connection with the presentation of the Event, and otherwise required in connection with the use of the Arena for the Event, all of which shall be procured by Licensee prior to commencement of the Term and presented to Licensor upon request;

C. Promotion. A national and local advertising, promotion and publicity campaign to promote the Event including on all Licensee web sites (Sportsnet.ca, thegrandslamofcurling.com, worldcurlingtour.com) as well as the top curlers for PR and media interviews;

D. Event Delivery and Move-Out Coordination. Coordination of any and all deliveries for the Event (or each session thereof) and timely move-out following the Event.

E. Additional Requested Items and Sources. The items, personnel, and services set out under the heading Licensee (Rogers Sportsnet Inc.) Deliverables in Exhibit A;

4. Duties of Licensor. In connection with the presentation of the Event, Licensor shall provide or cause to be provided or procure the following:

A. Arena Premises. The Arena, including the general concourse area, public address systems and such other parts or areas of the Arena as may be necessary for Licensee to present and produce (if applicable) the Event (the costs of which shall be included within the Venue Rental Fee, as such term is defined in section 6(2)).

B. Catering. The Licensor shall provide, at the Licensee's expense, such catering services as are reasonably requested by the Licensee. For greater certainty, any and all costs incurred by the Licensor in providing such catering services (the "Catering Costs") to the Licensee shall be considered an expense payable by the Licensor to the Licensee at the time of settlement. All proceeds of sale received from the provision of such catering services, if any, shall ensure to the Licensor.

C. Additional Requested Items and Sources. The Licensor shall provide such additional items, personnel, and services, in addition to those set forth in sections 4A or 4B above or in section 6(1) below or under the heading Licensor (City of Sault Ste. Marie) Deliverables in Exhibit A, at the additional expense of the Licensee, which the Licensee reasonably requests, given due consideration to, inter alia, timing and availability of the same, to be provided in connection with the Event and which the Licensor is reasonably able to provide, such as, by way of examples only and without limiting the generality of the foregoing, additional production requirements, contracted services (such as electricians, stagehands, rigging and lighting, additional forklifts, etc.), and sound or lighting equipment other than the current sound or lighting system in Arena. For greater certainty, the costs of any and all additional items, personnel, and services provided by the Licensor to the Licensee under this section ("Additional Production Costs") shall be considered an expense payable by the Licensee to the Licensor at the time of settlement in accordance with section 7C.

5. Event Marketing and Sponsorships.

A. Marketing Campaign.

(1) Licensee, at its expense, shall provide the necessary personnel to, and shall use its reasonable best efforts to, market and promote the Event on a national and local level as stated in 3 C. above. The Licensors, at its expense is to provide the resources to manage and secure local advertising and publicity campaigns.

(2) All advertising of creative material prepared for the Event shall be developed by Licensee (including, but not limited to, all advertising publicity of creative material, promotions of creative material, press releases and posters of creative material) and shall be produced at the sole cost and expense of Licensee.

(3) Licensee shall make mention of the name **Essar Centre** as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard venue logo.

B. National and Local Sponsorships.

(1) Licensee shall have the right to sell national sponsorship for the Event. All revenues generated from the sale by Licensee of such national sponsorship shall be retained by Licensee.

(2) Licensors hereby retains the non exclusive right to sell local sponsorships for the Event ,for which Licensors shall receive a commission of 40% percent on gross sales revenues from such sales. All remaining revenues shall be paid to Licensee at the time of settlement in accordance with Subsection 7C. All sponsorship sales and contra deals by the Licensors must be pre-approved in writing by the Licensee.

6. Base License Fee and Venue Rental Fee.

A. In consideration of the license granted hereby and Licensors's agreement to provide the items set forth in Article 4 hereof, Licensee shall pay Licensors a flat fee of Twenty Five Thousand Dollars (\$25,000) (the "Base License Fee"), and in consideration thereof the Licensors shall provide those items set out in Exhibit A next to the heading "Base License Fee" to be payable no later than one month prior to the event.

B. In consideration of the license granted hereby and Licensors's agreement to provide the items set forth in Article 4 hereof, Licensors shall waive the venue rental fee.

7. Event Hosting Fee.

A. Event Hosting Fee. A hosting fee to present the event shall be provided by the Licensors to the Licensee as follows:

(1) A fee of \$130,000.00 CAD for the Event, to be payable to the Licensee in accordance with the provisions next to the heading "Event Hosting Fee" in Exhibit A. This fee will be paid in two installments; 50% (sixty five thousand dollars, \$65,000 plus HST) October 24, 2014 and 50% (sixty five thousand dollars, \$65,000 plus HST) on November 23, 2014 at the conclusion of the settlement.

(2) The Essar Centre to receive the first \$100,000 CDN sales from ticket revenues (net box office receipts after agreed upon deductions, fees and taxes)

(3) Revenues greater than \$100,000.00 CAD (net box office receipts after

agreed upon deductions, fees and taxes) will be split 50/50 between the Licensor and the licensee

B. Settlement. Upon conclusion of the Event, Licensor and Licensee shall conduct a settlement respecting all items of income and expense which are the subject of this Agreement. At the time of such settlement, Licensor and Licensee shall each account to the other for all items of income and expense which are the subject of this Agreement, and shall each make payment to the other (if applicable) of any and all sums due to the other in accordance with this Article 7, subject to the provisions next to the heading "Event Hosting Fee" in Exhibit A. Any amounts due shall be payable within 72 hours after the conclusion of the Event.

8. Media Services

A. Rogers will provide Media Services to a minimum of Thirty Thousand Dollars (\$30,000) in value to Licensor

(1) In-Ice Logos– Licensor will receive in-ice logos on all 5 sheets (5 home, 5 away) above the hog line at the November 19 – 23, 2014 event

(2) In Venue Signage – Licensor receives branding on the following: one Hack sign to be shown during 25% of the broadcast, Rink board signage to be present 100% of the event, and Scoreboard signage to be on 25% of the scoreboards

(3) Sportsnet.ca Banner Advertisements – During the Event window Licensor shall receive: a sponsor promo button during the Event window

Concessions; Merchandising; Programs.

A. Concessions Reserved to Licensor. Licensor specifically reserves to itself, and to its assigned or designated concessionaires and agents, the right to sell, and proceeds from the sale of, food, refreshments and beverages, and all other concessions at the Event (except as otherwise provided in subsection 8B below). Licensee shall not sell or distribute, whether or not on a complimentary basis, any food or beverage and shall have no right to operate a food or beverage concession during the Event, without obtaining Licensor's prior written approval.

B. Souvenir and Merchandise Concessions. With respect to souvenir and merchandise concessions, including programs the Licensor agrees to waive all merchandise fees. All persons designated to sell merchandise and all costs associated therewith will be the responsibility of the Licensee. Licensee shall insure against and bear the risk of damage, theft or other loss of such merchandise and souvenirs, whether or not such items are in the possession or control of Licensor at the time of such loss, and shall be responsible for all freight and transportation of such merchandise to and from the Arena.

9. Ticket Sales.

A. Generally.

(1) Licensee has no right by virtue of this Agreement to sell or distribute tickets to the Event, it being understood that Licensor retains the sole right to control the means and manner of sale and distribution of tickets. Licensee acknowledges the exclusive nature of the contract between Licensor and its ticket sales company for the sale and distribution of all tickets for events at the Arena, including without

limitation, the Event. Licensor shall be solely responsible for paying and remitting to any ticketing company all charges imposed by the ticketing company upon the Licensor. The base ticket price for tickets, inclusive of applicable sales taxes, to the Event shall be determined by mutual agreement between the parties. All ticketing fees that the Licensor chooses to charge, in its sole discretion, shall be in addition to the base ticket price.

(2) Licensor shall not permit tickets or passes in excess of the seating capacity of the Arena to be sold or distributed. Licensor agrees that any seat with limited or impaired vision shall not be placed on sale unless written approval is received from Licensee and, if permission is granted, such tickets shall be clearly marked accordingly as "OBSTRUCTED".

(3) During the Term hereof, all admittance into the Arena shall be by ticket only or official event accreditations as produced by the Licensee. The Arena will be reserved seating, unless otherwise agreed by Licensee in writing, and all registrants will be registered to a designated seating level based upon available seating after all production seating holds (if applicable) have been determined. The form and content of the tickets shall be in accordance with any and all Licensor rules and regulations.

(4) Licensee shall have the right to review the seat allocation for all reporters and other working press personnel which have been made by Licensor. Licensor shall provide functioning press space or spaces which, in total, is reasonably sufficient to accommodate up to twenty (20) reporters. The Licensor shall provide reasonable internet access and bandwidth.

B. Promotion. Licensor shall undertake all local advertising, promotion and publicity campaigns to promote the Event and drive ticket sales. Advertising campaigns must be approved by the Licensee in writing, such approval not to be unreasonably withheld, delayed, or conditioned;

C. Box Office Services.

(1) Licensor shall provide box office services at the Arena box office location for the Event.

(2) Any and all credit card, debit, bank or merchant fees on tickets to the Event shall be added to base ticket price agreed upon by the parties under section 9A(1).

D. Complimentary Tickets. Licensor, at no cost or expense to Licensor, will be provided with 20 complimentary tickets for each session of the Event, with locations of seats to be in the highest priced category available for sale to the general public, and, at seated events, Licensor's tickets shall consist of multiples of four (4) contiguous seats. The Licensor will provide the Licensee, at no cost or expenses to the Licensee, up to two hundred (200) complimentary tickets to each session of the event for the use of sponsors and VIPs. If there are tickets unused, the Licensee will return them to the Licensor for general public sale.

E. Application of Receipts and Licensor's Privilege to Withhold Funds. Licensor shall act as the custodian of all box office receipts.

10. Permits and Licenses.

A. Governmental Permits. Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals that may be required in connection with the use of the Arena for the Event, including, without limitation, those required by ordinances, rules, regulations of governmental authorities. In the event that any minor or foreign national is scheduled to appear in the Event which is the subject of this Agreement, Licensee shall, in advance of such Event, obtain all necessary Employment Certificates and other permits and authorizations as may be required by any governmental authority.

11. Broadcasting and Recording.

A. Licensee may film, videotape, broadcast or transmit the Event in any and all media from the Arena (the "Media Rights"), but excluding the use of the image of the Arena, the Arena's name or logo or Licensor's name or logo, unless expressly approved by Licensor in writing. The Licensee will be responsible for all costs associated with the broadcast of the event, including but not limited to, staff required for in house video.

B. The Licensee shall televise, on a national scale, a minimum of eighteen (18) hours of live footage of the Event.

12. Indemnification

A. Terms. The Licensee shall indemnify, defend and hold harmless the Licensor, its officers, servants, employees, agents, contractors, sub-contractors and elected officials from and against any and all claims, damages, actions, causes of action, suits, judgments, costs (including solicitor and client costs) and expenses whatsoever brought against, suffered or incurred by them as a direct or indirect result of:

- (1) the performance or non-performance of any covenant, condition or term of this Agreement by the Licensee, its officers, servants, employees or agents, including but not limited to the failure of the Licensee, its officers, servants, employees or agents to pay in full any premium or deductible payable by the Licensee in respect of the insurance required under Article 13 below;
- (2) any damage to any property whatsoever occasioned by the Licensee's occupancy or use of the Arena or by reason of any matter or thing done, permitted or omitted to be done by the Licensee, its officers, servants, employees or agents;
- (3) any injury to any person or persons whatsoever, including death occurring on or about the Arena occasioned by the Licensee's occupancy or use of the Arena or by reason of any matter or thing done, permitted or omitted to be done by the Licensee, its officers, servants, employees or agents;
- (4) any and all environmental contamination, pollution or any other environmental liabilities occasioned by the Licensee's use and occupation of the Arena, including but not limited to any liability for clean-up of any hazardous substance in, on, over or under the Arena or to the surrounding environment, discovered during or after the expiration or termination of this Agreement. For the purposes of this Agreement, the term "hazardous substances" includes but is not limited to petroleum products and by-products, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to any federal, provincial or municipal law, bylaw, regulation or order; or
- (5) any damage to property belonging to the Licensee, or to employees, servants, agents, patrons or invitees of the Licensee, or any injury to or death of any employee, servant, agent, patron or invitee of the Licensee while such property or persons is upon or about the Arena, save and except to the extent only that such liabilities, costs, damages, claims, suits, or actions arise from the gross negligence or willful act of the Licensor, its officers, servants, employees, agents or contractors.

B. This article 12 shall survive the termination or expiry of this Agreement.

13. Insurance.

A. CGL Coverage. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee that names Licensor as an additional named insured, and which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury, property damage and personal injury. Licensee shall cause such insurance to be endorsed with an endorsement that the insurance issued to Licensee shall be primary to and not contributory with any insurance coverage or self-insured program of Licensor or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Licensee.

B. WSIB Coverage. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees to whom compensation may be payable by Licensee, and shall further ensure that any and all subcontractors engaged by Licensee maintain, at no expense to Licensor, workers' compensation insurance in respect of each of their employees to whom compensation may be payable by such subcontractors.

C. Certificates of Insurance. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less, then thirty (30) days remain before the Term's commencement), shall provide to Licensor evidence of the insurance required pursuant to Subsections 13.A. above. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to Licensor.

D. Coverage by Licensor. In the event that Licensee fails to procure or present the aforesaid insurance, Licensor shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the License Fee due and payable hereunder, or may terminate as set out in clause 14. A (5)

14. Default; Remedies Upon Breach.

A. Default by Licensee. The following events shall constitute a "Default" by Licensee under this Agreement:

(1) breach by Licensee of any material representation, warranty, covenant, condition or obligation set forth in this Agreement and not otherwise specifically addressed in subsections 14.A(2) through 14.A(7) below, which breach is not cured within ten (10) days following written notice to Licensee of such breach;

(2) material violation of the Arena's rules and regulations;

(3) any misrepresentation by Licensee to Licensor regarding the subject matter of the Event or materials used in connection with the Event;

(4) partial or total abandonment by Licensee of the Arena, or failure of Licensee to use the Arena on an event day as contemplated herein;

(5) failure of Licensee to obtain the insurance or any license or permit required

hereunder;

(6) cessation by Licensee of its business as a going concern, or the insolvency or bankruptcy of Licensee or the initiation of any bankruptcy or other insolvency proceedings by or against Licensee, or the appointment of a receiver or trustee for Licensee or Licensee's property; or

(7) any attempt by Licensee to assign this Agreement in violation of Subsection 18.D. below.

In the event of a Default by Licensee, Licenser may terminate this Agreement upon notice to Licensee, and all monies held hereunder may be applied by Licenser for the payment of the Base License Fee due and payable to Licenser at the date of the Default.

B. Default by Licenser. In the event that Licenser fails to perform or observe any of the covenants, conditions or obligations in this Agreement, Licensee shall provide Licenser with written notice specifying the failure with particularity, and Licenser shall have at least 48 hours from its receipt of such written notice to cure such failure. If such failure is not cured within such 48 hour period, Licensee's may seek an action for actual damages including special, incidental, consequential, punitive, or exemplary damages or lost profits together with reasonable attorney's fees and court costs, or withdraw the event from the venue. Any ticket guarantee made prior to the default by Licenser will remain the property of the Licensee.

15. Compliance With Laws and Arena Rules.

A. Legal Compliance. Licensee shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the event of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of Canada, the Province of Ontario, the City of Sault Ste. Marie and their respective agencies, as well as all rules and regulations of Licenser for the use, occupancy and operation of the Arena.

16. Use of Premises.

A. Return of Premises. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Arena. Upon expiration of the Term, Licensee shall deliver up to Licenser the premises in as good condition and repair and in the condition received at the beginning of the Term, excepting usual wear and tear.

B. No Vehicles or Live Animals. No gasoline motor driven vehicles will be permitted to enter into the building, and no live animals will be permitted to enter or remain in the Arena (other than a properly and safely muzzled "seeing eye" dog accompanying a blind person), except at Licenser's discretion.

C. Duty of Care. Licensee shall use the Arena in a safe and careful manner.

D. Licenser Access.

(1) Licenser and its authorized representatives shall have the right at all times to enter upon and have access to the Arena.

(2) A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event scheduled hereunder. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Arena with distinctive, visual

identification which shall be approved by Licensor prior to the commencement of the Term.

E. Licensor Control. In licensing the use of the Arena to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Arena shall be final.

F. Entrances, Etc. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.

G. Disorderly Persons. Licensor reserves the right at all times to control any and all employees, agents and contractors of Licensee, and Licensee hereby appoints Licensor, or any servant, employee or agent of Licensor, Licensee's agent to refuse admission to or to cause to be removed from the Arena any disorderly or undesirable person, including Licensee's employees, agents and contractors.

H. Safety Precautions. Licensee acknowledges and agrees that Licensor shall have the power to extinguish all utilities and order the evacuation of all or any portion of the Arena, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items, without liability or compensation to the Licensee if, in the Licensor's sole judgment, danger is imminent or dangerous circumstances have already occurred and such action is necessary to secure the safety and welfare of persons or property.

17. Arena Marketing. Licensee shall cause each curler appearing at the Event to grant to Licensor and the Arena, and their respective successors and assigns (collectively, "Arena Marketing Entities") the right and permission to use or appropriate the curler's name, likeness, signature and photographic image, for the purpose of (i) providing information about events at the Arena, (ii) to advertise and promote the performance of curler at the Arena, and to sell, solicit or promote the purchase of tickets for the event, and (iii) general promotion of the Arena Marketing Entities, such as in providing information about past, as well as future, performances at the Arena.

18. Loss of Use of Arena; Force Majeure.

A. Casualty Loss or Force Majeure Affecting the Arena or Licensor. Should the Arena or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by Licensor impracticable, this Agreement shall cease and terminate and Licensor shall not be liable or responsible to Licensee for any damage or loss caused thereby.

B. Force Majeure Affecting Licensee. Should the Licensee be unable to take possession of the Licensed Premises or present the Event due to an Event of Force Majeure, without limiting the terms of Section 18.A above, neither Licensor nor Licensee shall have any liability under the Agreement.

C. Definition of Event of Force Majeure. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by

the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term (if any).

19. Miscellaneous.

A. Entire Agreement. Any and all exhibits hereto are incorporated into this Agreement by reference and are deemed to be a part hereof. This Agreement (including any and all exhibits hereto) reflects the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties hereto. No representation, inducements or agreements, oral or otherwise, between the parties not contained, expressly incorporated or embodied herein shall be of any force and affect. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits, the terms of the exhibits shall govern. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties hereto.

B. Notices. Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) mailed by certified mail, return receipt requested, postage prepaid, or (iv) delivered by duly recognized air courier service to the following addresses:

Licensor:

Rogers Sportsnet Inc.
One Mount Pleasant Road
Toronto, ON, M4Y 2Y5
Attn: Greg Albrecht, Executive Director, Live Content
Phone: 416-399-7293

Licensee:

City of Sault Ste. Marie, Essar Centre
269 Queen Street East
Sault Ste. Marie, ON P6A 1Y9
Attention: Norm Fera, Manager, Community Centres Division
Phone (705) 759-5259

C. Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Arena be sublicensed by Licensee without the prior written consent of Licensor in each instance, which may be withheld in Licensor's sole discretion. Any attempt by Licensee to assign this Agreement or sublicense its right to use the Arena without the prior written consent of Licensor shall be null and void and shall constitute a Default by Licensee under this Agreement. In the event that Licensor permits such an assignment or sublicense, Licensee shall cause the assignee or sublicensee to enter into an agreement, acceptable to Licensor, whereby such assignee or sublicensee agrees to abide by all the terms, obligations and conditions of this Agreement. The term "assignment" or "sublicense" as used in this Agreement shall include any and all transfers of Licensee's interest in this Agreement, whether voluntary or involuntary. Licensor may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Arena.

D. No Agency. The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract

of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein. Further, no agent, servant or employee of Licensee or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of Licensor.

E. Governing Law and Choice of Forum. This Agreement is entered into in the Province of Ontario and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario as applicable thereto, without regard to its principles of conflicts of laws. Any action arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the provincial courts located in City of Sault Ste. Marie, and the parties hereby submit to the exclusive jurisdiction of those courts and consent to venue in those courts for any such actions or proceedings.

F. Waivers. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

G. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

H. Headings. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

I. No Third Party Beneficiaries. Any agreement to pay an amount and any assumption of liability herein contained, expressed or implied, shall be only for the benefit of the undersigned parties and their respective successors and permitted assigns (as herein expressly permitted), and such agreements and assumptions shall not inure to the benefit of the obligee or any other party whomsoever (except for the Indemnitees), it being the intention of the undersigned that (except with respect to the Indemnitees), no other party shall be or be deemed to be a third party beneficiary of this Agreement.

J. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

K. Power and Authority. Licensee represents and warrants to Licensor that it has the full right, power and authority to enter into and perform this Agreement, and that the person whose signature appears below is duly authorized to execute and deliver this Agreement on behalf of Licensee.

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

Licensee:

ROGERS SPORTSNET INC.

By: _____
Name: Greg Albrecht
Title: Executive Director, Live Content

Licensee:

ROGERS SPORTSNET INC.

By: _____
Name: Navaid Mansuri
Title: Vice President, Finance & Sports Programming

Licensor:

THE CITY OF SAULT STE MARIE

By: _____
Name: Debbie Amaroso
Title: Mayor

By: _____
Name: M. White
Title: City Clerk

EXHIBIT A

**NAME/ADDRESS
OF LICENSEE:**

Rogers Sportsnet Inc.
One Mount Pleasant Road
Toronto, ON, M4Y 2Y5
Attn: Greg Albrecht, Executive Director, Live Content
Phone: 416- 399-7293

**NAME/ADDRESS
OF LICENSOR:**

City of Sault Ste. Marie, Essar Centre
269 Queen Street East
Sault Ste. Marie, ON P6A 1Y9
Attention : Norm Fera, Manager, Community Centres Division
Phone (705) 759-5259

LICENSED SPACE:

Essar Centre

PURPOSE OF RENTAL:

2014 National, part of the Grand Slam of Curling Series.

The Grand Slam of Curling Series is comprised of four annual international curling events held: (1) Masters of Curling; (2) Canadian Open; (3) The National and; (4) Players' Championship. Teams must qualify based on the international Order of Merit ranking system. There are no other events in the world that feature the top international men's and women's teams.

The Series is owned and operated by Rogers Sportsnet Inc.

PERIOD OF USE:

<u>DAY</u>	<u>DATE</u>	<u>START TIME</u>	<u>END TIME</u>
Saturday	November 15, 2014	9:30 PM	
Sunday	November 23, 2014		8:00 PM

BASE LICENSE FEE:

Twenty Five Thousand (\$25,000). In consideration thereof, the Licensor shall provide the following items during the Event: venue staff [ushers, ticket takers, security personnel], venue conversion, venue cleaning, and emergency medical personnel.

**EVENT HOSTING
FEE:**

1. Pursuant to section 7(A)(1), the Licensor will pay a fee of \$130,000 (all of which shall enure to the Licensor). All additional costs incurred by the Licensee, shall be invoiced by the Licensor at the time of settlement under section 7(C):

- (a) the Catering Costs under section 4B;
- (b) the Additional Production Costs under section 4D;
- (c) the Base License Fee under section 6(1);
- (d) any other expenses that are reasonably requested by the Licensor and pre-approved by the Licensee, such pre-approval not to be unreasonably withheld, delayed, or conditioned.

2. The event hosting fee of \$130,000.00 CAD, to be paid in two installments; 50% (sixty five thousand dollars, \$65,000 plus HST) October 24, 2014 and 50% (sixty five thousand dollars, \$65,000 plus HST) on November 23, 2014 at the conclusion of the settlement

**SPONSORSHIP,
MERCHANDISE, AND
OTHER FEES:**

1. The Licensor and the Licensee shall share any and all local sponsorship or advertising or appearance revenues received by Licensor on a 40/60 basis (Licensor/Licensee). All sponsorship sales and contra deals by the Licensor must be pre-approved by the Licensee, such pre-approval not to be unreasonably withheld, delayed, or conditioned.

2. The Licensor agrees to waive any merchandise commissions for the Event's national curling equipment sponsor (Goldline).

3. A local organizing committee (LOC) is permitted to operate a 50/50 Draw and a beer garden at an agreed upon location as a means of fundraising. All revenues received therefrom and associated costs, including licensing fees, will be the responsibility of and belong to the Soo Curlers Association.

4. The Licensee will produce the event programs for the LOC to sell during the Event and the Soo Curlers Association may retain \$1.00 per program sold as a means of fundraising.

LICENSEE (ROGERS SPORTSNET INC.) DELIVERABLES: Pursuant to section 3E, the Licensee shall provide or cause to be provided or procure:

- (1) The top ranked teams in the world based on the sports international ranking system (Order of Merit);
- (2) Professional event production team, consisting of: an Operations Director, Operations Managers, Head Ice Technician and Assistant Ice Technician, Head Official, Head Statistician;
- (3) All production equipment: Ice carpet, rinkboard drape, venue signage, rinkboards, in-ice logos, scoreboards, music, ice making equipment specific to the installation and maintenance of curling ice, etc.,
- (4) National and local advertising, marketing and promotional support via the www.sportsnet.ca, theGrandSlamOfCurling.com website, commercial spots, curling publications, etc.
- (5) Communication Manager to prepare and circulate all press releases/media stories and coordinate athlete media requests;
- (6) Volunteer clothing (up to 100 jackets) and refreshment/light snacks;
- (7) All accreditation;
- (8) Inclusion of venue and city officials in the Opening and Closing Ceremonies;
- (9) Advertising and promotional creative development (poster, print, TV and radio ad creative featuring the top players);
- (10) Manage all event logistics, operations and final settlement (under section 7C);

(11) The top Grand Slam Curling teams will participate in PR interviews for the local press to promote ticket sales.

(12) Insurance coverage (\$5,000,000 general liability);

(13) Is solely responsible for all Catering Costs under section 4B; and

(14) Is solely responsible for any costs associated with the broadcast, in house feed and any media requirements.

LICENSOR (CITY OF SAULT STE MARIE) DELIVERABLES: Pursuant to section 4C, the Licensor shall provide or cause to be provided or procure:

(1) An advertising, promotional and marketing campaign for the event in the local marketplace at their expense with the support of the event

(2) All available dressing rooms, referee rooms, production offices;

(3) House sound system, portable microphone, and podium;

(4) Internet access and bandwidth to the production office and press box; a hardwire will be needed both areas;

(5) Tables, chairs, linens and garbage cans for backstage dressing rooms, event offices and designated meal areas;

(6) Backstage storage for all production equipment;

(7) Venue marquee advertising;

(8) Player vehicle drop off area;

(9) A reasonable number of volunteers to assist with the Event;

(10) Thirty (30) parking spaces for Event staff;

(11) Two-hundred (200) tickets per draw for national sponsors, media, players;

(12) Press box for media;

(13) An area for a beer garden: as well as tables, chairs, staffing, and entertainment for the beer garden;

(14) National Anthem singer/group for Opening Ceremonies;

(15) Television camera platforms; and

(16) Concourse or lobby space for the Grand Slam of Curling's national sponsors.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-102

AGREEMENT: (E2.2) A by-law to authorize execution of a contract between the City and R. M. Belanger Limited for the Reconstruction of Forest Avenue from The Crescent to Simpson Street and a small section of Simpson Street from Forest Avenue to Wellington Street East. (Contract 2014-2E)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto and made between the City and R. M. Belanger Limited for the reconstruction of Forest Avenue from The Crescent to Simpson Street and a small section of Simpson Street from Forest Avenue to Wellington Street East. (Contract 2014-2E)

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract 2014-2E Reconstruction of Forest Avenue FORM OF AGREEMENT

This Agreement, made (in triplicate) this _____ day of May in the year 2014, by and between

R. M. Belanger Limited., hereinafter called the "**Contractor**",

AND

The Municipal Corporation of the City of Sault Ste. Marie, hereinafter called the "**Corporation**".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

Corporation of the
City of Sault Ste. Marie
Contract 2014-2E
Reconstruction of Forest Avenue

which have been signed in triplicate by both parties and which were prepared by WSP Canada Inc., acting as Agent and Contract Administrator and herein entitled, "**the Contract Administrator**".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation:

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

The Contractor:

R. M. Belanger Limited
100 Radisson Avenue
Chelmsford, ON P0M 1L0

The Contract Administrator:

WSP Canada Inc.
185 East Street
Sault Ste. Marie, Ontario, P6A 3C8

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

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - Debbie Amaroso

(seal)

CITY CLERK – Malcolm White

THE CONTRACTOR

R. M. Belanger Limited

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-103

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Forest Avenue from The Crescent to Simpson Street and a small section of Simpson Street from Forest Avenue to Wellington Street East from May 13, 2014 until October 31, 2014.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF FOREST AVENUE AND SIMPSON STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Forest Avenue from The Crescent to Simpson Street and a small section of Simpson Street from Forest Avenue to Wellington Street East from May 13, 2014 until October 31, 2014.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-104

HISTORIC SITES: (C3.16(2)) A by-law to repeal By-law 2011-38 (a by-law to designate the Locomotive in Bellevue Park as being of architectural or historic value or interest).

THE Council of The Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **BY-LAW 2011-38 REPEALED**

By-law 2011-38 is hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-105

TAXES: (T1.2) A by-law to amend By-law 2014-87 (a by-law to provide for the adoption of property tax rates for 2014).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001 c.25 and amendments thereto **ENACTS** as follows:

1. **BY-LAW 2014-87 AMENDED**

By-law 2014-87 is hereby amended by adding Schedule "A" hereto attached to this by-law.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

**CITY OF SAULT STE. MARIE
2014 PROPERTY TAX RATES**

SCHEDULE A

URBAN AREA

Property Class	RTC/RTD	Municipal
Commercial-New Construction-Full Shared	XH	.03091002
Shopping Centres-New Construction	ZT	.03281300
Office Buildings-New Construction	YH	.04514558

RURAL AREA

Property Class	RTC/RTD	Municipal
Commercial-New Construction-Full Shared	XH	.02961552
Shopping Centres-New Construction	ZT	.03143880
Office Buildings-New Construction	YH	.04325489

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-107

PROPERTY SALE: (Map 54) A by-law to authorize the sale of surplus property described as all of Vivian Av PL M391, being Part 1, PL 1R12405 (PIN 31593-0050) and BLK 29, PL M391, being Part 2 PL 1R12405 (PIN 31593-0042) to Carlo Gervasi, in Trust for a Company to be Incorporated.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to the person or persons (or such other person or companies directed) and at the consideration shown therefore in the Schedule upon the conditions set out in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale transaction.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2014-107

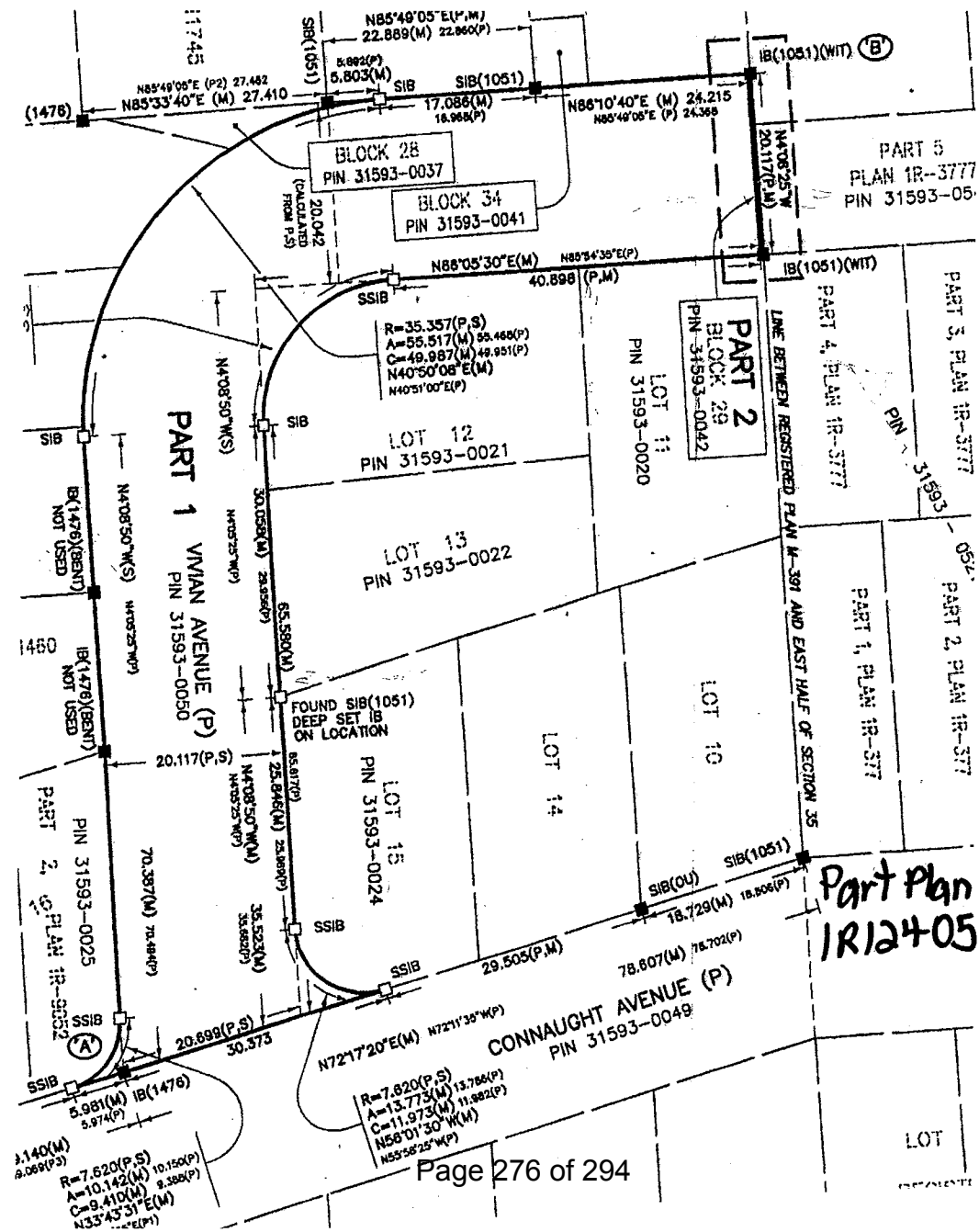
PURCHASER: CARLO GERVASI IN TRUST FOR A COMPANY TO BE INCORPORATED

ADDRESS: not assigned

LEGAL DESCRIPTION: PIN 31593-0050 (LT) PCL 6942 SEC AWS; VIVIAN AV PL M391 KORAH; SAULT STE. MARIE and PIN 31593-0042 (LT) PCL 9516 SEC AWS; BLK 29 PL M391 KORAH; SAULT STE. MARIE

CONSIDERATION: Thirty-Three Thousand (\$33,000.00) Dollars (HST in addition to)

Subject to the usual adjustments and any easements required.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-108

EXEMPTION CERTIFICATE: (P1) A by-law pursuant to Section 9(10) of the Condominium Act, 1998, S.O. 1998, c.19 exempting a portion of lands having civic address 969 Queen Street East, Sault Ste. Marie, Ontario, former Plummer Hospital Building and consisting solely of the five-story building on the aforesaid lands from Sections 51 and 51.1 of the Planning Act, R.S.O. 1990, c.P.13 and pursuant to Section 9(7) of the Condominium Act, authorizing the Mayor and City Clerk to execute an Exemption Certificate.

WHEREAS pursuant to Subsection 9(2) of the Condominium Act, 1998, S.O. 1998, c.19, the provisions of Subsections 51 and 51.1 of the Planning Act, R.S.O. 1990, c.P.13 that apply to a plan of subdivision apply with necessary modifications to a description or an amendment to a description for condominiums;

AND WHEREAS pursuant to Subsection 9(6) of the Condominium Act, 1998, S.O. 1998, c.19, TVM Sault Inc. has made application to The Corporation of the City of Sault Ste. Marie to have a part of the description for Condo Application 1-14, specifically a portion of the lands having civic address 969 Queen Street East, former Plummer Hospital Building and consisting solely of the five-story building on the aforesaid lands (the "Subject Lands") exempted from the provisions of Sections 51 and 51.1 of the Planning Act that would normally apply to the Subject Lands pursuant to Subsection 9(2) of the Condominium Act, 1998, S.O. 1998, c. 19,

AND WHEREAS pursuant to Subsection 9(3) of the Condominium Act, 1998, S.O. 1998, c.19, a description or amendment to a description shall not be registered unless the approval authority has approved it or has exempted it from the provisions of Sections 51 and 51.1 of the Planning Act, R.S.O. 1990, c.P.13 that would normally apply to it under Subsection 9(2) and it is accompanied by a certificate of exemption issued by the approval authority,

AND WHEREAS pursuant to Subsection 9(10) of the Condominium Act, 1998, S.O. 1998, c.19, the Council of The Corporation of the City of Sault Ste. Marie may by by-law provide that the provisions of Sections 51 and 51.1 of the Planning Act, R.S.O. 1990, c.P.13 that apply to a plan of subdivision do not apply to a class of description or an amendment to a class of description specified in the by-law,

AND WHEREAS pursuant to Subsection 9(11) of the Condominium Act, 1998, S.O. 1998, c.19, the by-law may be restricted to specified geographic areas within the geographic area of the City of Sault Ste. Marie,

AND WHEREAS the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to enact such a by-law;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. Subsections 51 and 51.1 of the Planning Act, R.S.O. 1990, c.P.13 hereby do not apply to the Subject Lands described as a portion of the Lands having civic address 969 Queen Street East, former Plummer Hospital Building and consisting solely of the five-story building, which Subject Lands are marked and identified as "Subject Property" on Map 1-113 attached as Schedule "A" hereto.
2. Pursuant to subsection 9(7) of the Condominium Act, 1998, the Mayor and City Clerk are hereby granted authority to execute an exemption certificate, substantially in the form as attached hereto as Schedule "B" in accordance with Subsection 9(3)(b) of the Condominium Act, 1998, S.O. 1998, c.19 for the purpose of exempting the above noted Subject Lands from the requirements of subsections 51 and 51.1 of the Planning Act, R.S.O. 1990, c.P.13, subject to the Planning Director of The Corporation of the City of Sault Ste. Marie being satisfied as to the following:
 - a. That TVM Sault Inc. has made the appropriate amendments to the condominium description;
 - b. That TVM Sault Inc. has made the appropriate amendments to the condominium declaration to reflect the resulting removal of the Subject Lands from Condo Application 1-14;
 - c. That TVM Sault Inc. provides a structural report prepared by a professional engineer on the structural condition of the five-story building to confirm that the five-story building is structurally sound;
 - d. That TVM Sault Inc. satisfies the requirements of the Ontario Building Code, namely that new elevators be installed and the common elements be of sound working order;
 - e. That TVM Sault Inc. establishes an appropriate reserve fund in accordance with the requirements of the Condominium Act, 1998, S.O. 1998, c.19 prior to the sale of any units; and
 - f. That in accordance with Section 8(1)(e) of the Condominium Act, 1998, S.O. 1998, c.19 TVM Sault Inc. provides the Planning Director of The Corporation of the City of Sault Ste. Marie with the certificate of an architect that all buildings have been constructed in accordance with the applicable regulations and if there are structural plans, a certificate of an engineer that all buildings have been constructed in accordance with the regulations.

3. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Exemption Certificate attached hereto and dated May 12th, 2014.

4. **SCHEDULES "A" AND "B"**

Schedules "A" and "B" appended hereto shall form a part of this by-law.

5. **EFFECTIVE DATE**

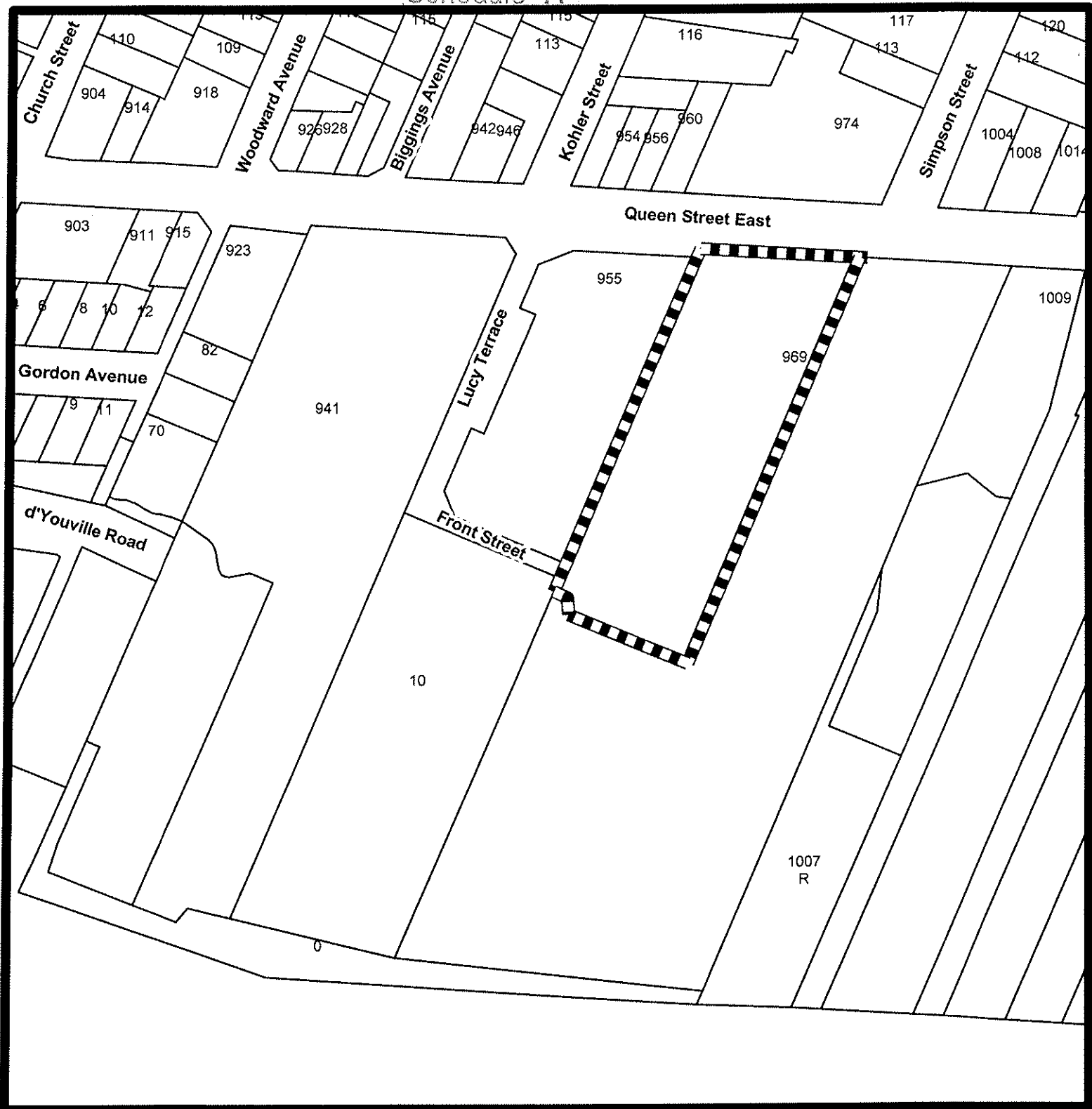
This by-law takes effect on the day of its final passing.

PASSED in open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

cf/staff/By-laws/2014/2014-108 Plummer



SUBJECT PROPERTY MAP

40 UNIT CONDOMINIUM & SITE PLAN PROPOSAL

former PLUMMER HOSPITAL [west wing]
969 QUEEN STREET WEST

■■■■ SUBJECT PROPERTY



METRIC SCALE
1 : 2200

ROLL NUMBER
030-065-002-00

MAP REFERENCE
99 & 1-113

MAIL LABEL ID
A-6-14-Z

Schedule "B"

EXEMPTION CERTIFICATE

Pursuant to Section 9(10) of the *Condominium Act, 1998*, S.O. 1998, c.19, a part of the description for Condo Application 1-14, specifically that portion of the lands having civic address 969 Queen Street East, Sault Ste. Marie, Ontario, former Plummer Hospital Building and consisting solely of the five-story building on the aforesaid lands (the "Subject Lands"), which Subject Lands are marked and identified as "Subject Property" on Map 1-113 attached as Appendix 1 hereto is hereby exempt from the provisions of Sections 51 and 51.1 of the Planning Act, R.S.O. 1990, c.P.13 that would normally apply to the Subject Lands pursuant to Subsection 9(2) of the *Condominium Act, 1998*, S.O. 1998, c. 19, this _____ day of _____, 2014.

Debbie Amaroso – Mayor

Malcolm White – City Clerk

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-109

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of St. Andrew's Terrace (North Street to John Street) from May 13, 2014 until October 31, 2014.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING ST. ANDREW'S TERRACE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of St. Andrew's Terrace (North Street to John Street) from May 13, 2014 until October 31, 2014.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-109 TEMPORARY CLOSING St. Andrews Terr

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-110

AGREEMENT: (E2.2) A by-law to authorize execution of a contract between the City and Palmer Construction Group Inc. for the Reconstruction of London Street from North Street to Tancred Street. (Contract 2014-3E)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, made between the City and Palmer Construction Group Inc. for the reconstruction of London Street from North Street to Tancred Street. (Contract 2014-3E)

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

of \\CITYDATA\\LEGAL\\STAFF\\BYLAWS\\2014\\2014-110 CONTRACT 2014-3E Palmer

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2014-3E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 12th day of May in the year 2014 by and between Palmer Construction Group Inc. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

RECONSTRUCTION OF LONDON STREET CONTRACT 2014-3E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

THE CONTRACTOR: Terry Rainone, President
Palmer Construction Group Inc.
258 Queen Street East, Suite 301
Sault Ste. Marie, ON P6A 1Y7

THE OWNER: Mr. Jerry D. Dolcetti, RPP
Commissioner, Engineering & Planning
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Facsimile 705-541-7165

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

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - DEBBIE AMAROSO

(seal)

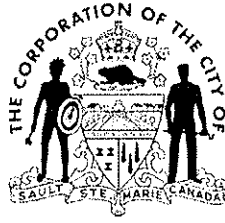
CITY CLERK – MALCOLM WHITE

THE CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE



2014 05 12

Our File: Contract 2014-3E

CONTRACT 2014-3E

RECONSTRUCTION OF LONDON STREET

LIST OF BIDDERS

CONTRACTOR	TOTAL BID PRICE
1531161 Ontario Inc. o/a Boyer Construction	\$1,924,058.68
Palmer Construction Group Inc.	\$1,982,102.17
Ellwood Robinson Limited	\$2,142,567.97
R. M. Belanger Limited	\$2,188,929.44

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-111

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of London Street (North Street to Tancred Street) from May 13, 2014 until October 31, 2014.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING LONDON STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of London Street (North Street to Tancred Street) from May 13, 2014 until October 31, 2014.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-111 TEMPORARY CLOSING London St

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-100

AGREEMENT: (AG130) A by-law to authorize execution of a Lease Amending Agreement between the City and Mill Market Inc. to permit the temporary operation of the Canal District Community Garden on City property, specifically the Municipal Fish Hatchery Property located at 35 Canal Drive.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Lease Amending Agreement attached hereto and dated May 12, 2014 between The Corporation of the City of Sault Ste. Marie and Mill Market Inc. to permit the temporary operation of the Canal District Community Garden on City property, specifically the Municipal Fish Hatchery Property located at 35 Canal Drive.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of May, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

LEASE AMENDING AGREEMENT

This Lease Amending Agreement is made effective the 12th day of May, 2014 (the "Amending Agreement").

BETWEEN:

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

(herein referred to as the "City")

– and –

MILL MARKET INC.

(herein referred to as the "Mill Market Inc.")

WHEREAS the City and Mill Market Inc. entered into a Lease Agreement dated the 18th day of February with respect to the lands and premises known municipally as the Municipal Fish Hatchery property located at 35 Canal Drive, Sault Ste. Marie, Ontario ("Subject Site");

AND WHEREAS Section 5 of the Lease Agreement provides that the Subject Site shall be used only for the operation of a Farmers' Market/Public Market and related uses, along with ancillary parking for same;

AND WHEREAS Mill Market Inc. desires to further use the Subject Site for the temporary operation of the Canal District Community Garden ("Community Garden"), which shall consist of the planting and harvesting of a variety of healthy vegetables in thirty (30) community garden boxes that shall be placed on the Subject Site at the location marked and identified as "Canal Community Gardens" in the aerial map appended as Schedule "A" to this Amending Agreement;

AND WHEREAS Mill Market Inc. also desires to use the Subject Site for both education and training uses related to the Farmers' Market/Public Market ("Education and Training Uses");

AND WHEREAS Mill Market Inc. further desires to use the Subject Site for display and exhibit uses related to Tourism ("Display and Exhibit Uses");

AND WHEREAS the parties hereto desire to make certain amendments to the Lease Agreement to permit Mill Market Inc. to operate a temporary Community Garden at the Subject Site and to further permit Mill Market Inc. to temporarily use the Subject Site for both Education and Training Uses and Display and Exhibit Uses, subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the sum of One (\$1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the City and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. Section 5 of the Lease Agreement is hereby amended by adding subsection 5.1(a) through (d) inclusive, 5.2, 5.3 and 5.4 (a) and (b) inclusive as follows:

"5.1 Canal District Community Garden

- (a) Subject to subparagraph 5.1(b) below, Mill Market Inc. shall be permitted to use the Subject Site for the temporary operation of a Community Garden, which shall consist of the planting and harvesting of a variety of

healthy vegetables in thirty (30) community garden boxes that shall be placed on the Subject Site at the location marked and identified as "Canal Community Gardens" in the aerial map appended as Schedule "A" to this Amending Agreement.

- (b) Mill Market Inc. shall secure the express written approval of the Ministry of Environment to the proposed use of the Subject Site for the temporary operation of the Community Garden. Mill Market Inc. shall provide the City with a copy of the written approval it receives from the Ministry of Environment to confirm this condition has been satisfied by Mill Market Inc. prior to using the Subject Site for the temporary operation of the Community Garden.

5.2 Education and Training Uses

Mill Market Inc. shall be permitted to temporarily use the Subject Site for Education and Training Uses related to the Farmers' Market/Public Market.

5.3 Display and Exhibit Uses

Mill Market Inc. shall be permitted to temporarily use the Subject Site for Display and Exhibit Uses related to Tourism.

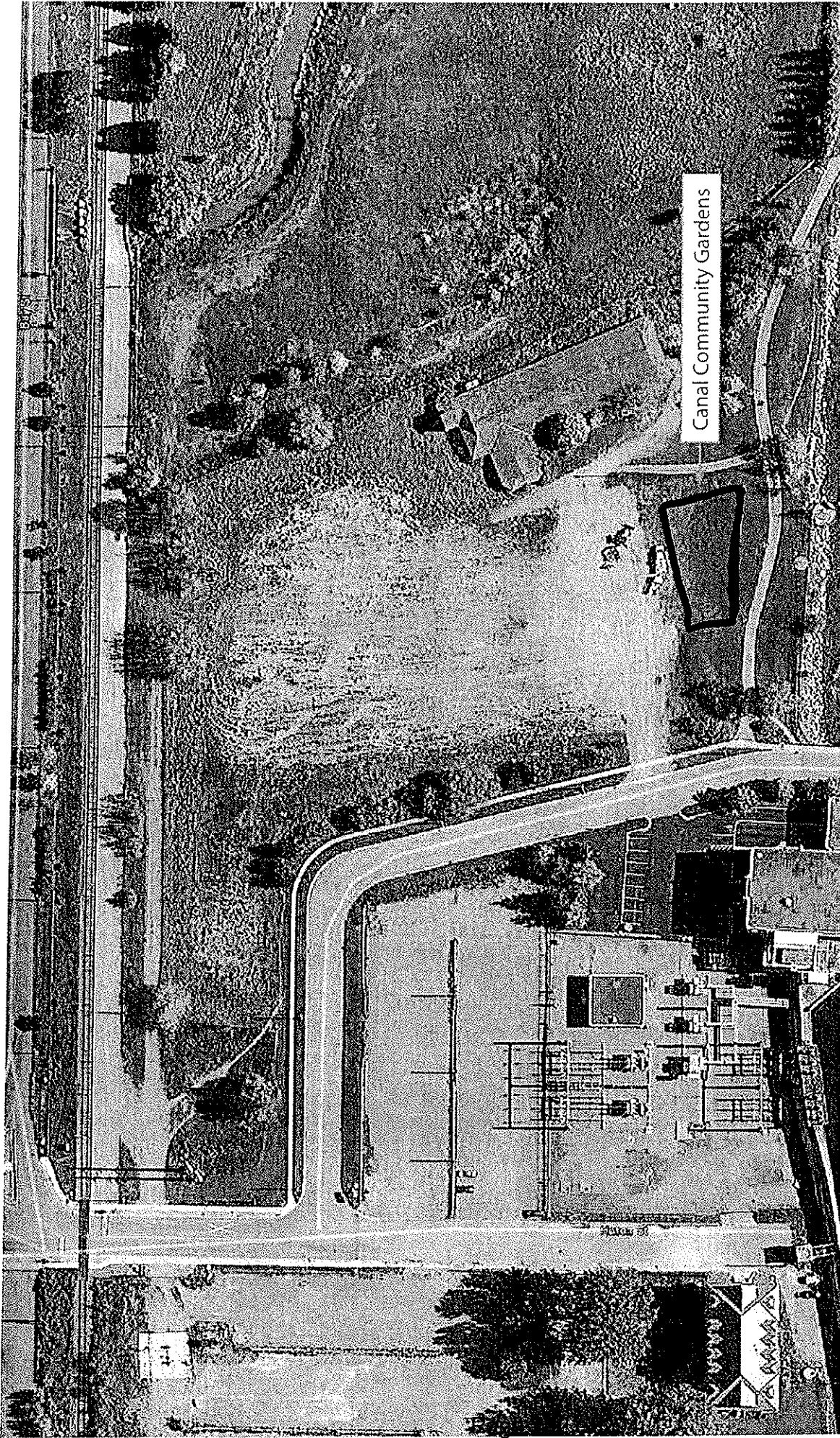
5.4 Compliance with Applicable Regulations and Indemnities

- (a) Mill Market Inc., its directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for which it is responsible in law or any of them shall comply with all laws, by-laws, rules and regulations of any governing body respecting the construction, use and operation of the Community Garden, the Education and Training Uses conducted on the Subject Site, and the Display and Exhibit Uses conducted on the Subject Site, and any matters related indirectly or directly thereto, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by Mill Market Inc., its directors, officers, employees, consultants, subcontractors, agents or other persons for which it is responsible in law or any of them with such laws, by-laws, rules and regulations.
- (b) At no time shall the City be responsible for constructing, transporting, operating, maintaining, using, removing, or any other matters related directly or indirectly thereto regarding the Community Garden, the Education and Training Uses conducted on the Subject Site and the Display and Exhibit Uses conducted on the Subject Site. Mill Market Inc. shall be responsible for all costs, expenses and liabilities related to the construction, set up, transporting, presence, operating, maintenance, use and removal of the Community Garden on the Subject Site, the Education and Training Uses and the Display and Exhibit Uses. Mill Market Inc. shall indemnify and save harmless the City from any losses, costs (including legal costs on a substantial indemnity scale basis and disbursements), damages, liabilities and expenses of every nature and kind incurred by the City that may result in any way from the Community Garden, the Education and Training Uses

conducted on the Subject Site and the Display and Exhibit Uses conducted on the Subject Site.”

In witness thereof, the parties hereto have executed this Amending Agreement this 12th day of May, 2014.

SIGNED, SEALED AND DELIVERED	)	MILL MARKET INC.
	)	
	)	
	)	
	)	_____ NAME: JUSTUS VELDMAN
	)	TITLE: PRESIDENT
	)	
	)	I have authority to bind the Corporation
	)	
	)	
	)	THE CORPORATION OF THE CITY
	)	OF SAULT STE. MARIE
	)	
	)	_____ MAYOR – DEBBIE AMAROSO
	)	
	)	
	)	_____ CITY CLERK – MALCOLM WHITE



Schedule "A"

WHAT MAKES US A GLOBAL HUB FOR SMART ENERGY PROJECTS?

COMPETITIVE COST STRUCTURE

Capitalizing upon location, Sault Ste. Marie has a lower cost of doing business when compared to other cities similar in demographics and location. Some of these costs include: affordable real estate, low taxes, and an efficient and diverse transportation system.

LOCAL TALENT

Home to a diverse, highly-skilled and technical workforce, and three modern post-secondary institutions which have programs focused specifically around Alternative Energy and Engineering, and have current international partnerships in place which help to direct program attention. A local secondary school board offers students the option of receiving an Ontario Secondary School Diploma with an Energy Specialization credential.

STRATEGICALLY LOCATED

Sault Ste. Marie is located at the heart of Canada, in the centre of the Great Lakes, and bordering the United States. This allows for easy access to deep-water shipping ports, international rail, air and highway access, as well as convenient and direct access to major international airport hubs and international supply chains. Over 60 energy companies call Sault Ste. Marie home.

FUNDING OPPORTUNITIES

There are numerous incentive programs in place from all levels of government - Federal, Provincial and Municipal - that focus specifically on Economic Development in Northern Ontario and covers costs associated with technology development and implementation, innovation, training, site and equipment acquisition, infrastructure, and manufacturing.



SAULT STE. MARIE
Energy Innovation Hub™



SAULT STE. MARIE IS A GLOBAL HUB
FOR SMART ENERGY PROJECTS IN ALL PHASES OF DELIVERY
CONCEPTION | RESEARCH AND DEVELOPMENT | COMMERCIALIZATION | FULL SCALE OPERATION



TESTIMONIALS

“Sault Ste. Marie has undiscovered business opportunities. We have discovered a business climate in Sault Ste. Marie that has attracted us and made us expand”

*Willem Galle, Entrepreneur
Blueforest Ventures*

“It is only because of the people working here that we were able to do this...people here are real problem solvers...they get things done”

*Daniel Kaute, CEO & President
Environmental Waste Management*

FIND OUT HOW THE SAULT STE. MARIE ENERGY INNOVATION HUB CAN HELP YOU

JASON NACCARATO
VICE PRESIDENT DEVELOPMENT
Sault Ste. Marie Innovation Centre
705.942.7927 ext.3121
cell: 705.254.9216
jnaccarato@ssmic.com

ENERGY OPPORTUNITIES CONFERENCE: FROM CONCEPT TO IMPLEMENTATION

CHRISTINA COUTU
PROJECT MANAGER
Sault Ste. Marie Innovation Centre
705.942.7927 ext.3028
cell: 705.254.9799
ccoutu@ssmic.com



WHAT WE HAVE TO OFFER

HYDRO – 203 Megawatts

The energy foundation of the community began with construction of the first hydroelectric dam in the early 1900s. Currently, the five hydroelectric generating stations in and around Sault Ste. Marie generate over 200 megawatts of renewable energy.



WIND – 249 Megawatts

The area is home to the Prince Wind Farm, one of the largest wind energy farms in Canada. The site's 126 turbines can produce 189 megawatts of renewable energy, enough to power about 60,000 homes or two cities the size of Sault Ste. Marie. Two new projects will bring an additional 55 turbines to the region including a partnership between Batchewana First Nation and BluEarth Renewables. This project represents the largest partnership ever between a First Nation and a wind energy developer in all of Canada.



SOLAR – 60 Megawatts

Sault Ste. Marie is home to three solar farms and comprises one of the largest solar photovoltaic facilities in North America, able to generate 60 megawatts of power. On clear sunny spring and fall days, it is typical for the community to be exclusively powered by solar.



FOREST BASED BIOMASS

The Sault has access to ample and sustainable wood supply from Northern Ontario forests; 500,000 m³ of wood supply is available direct from the forest within a two-hour drive from the city, and the sustainable supply of about 1,000,000 m³ of biofibre feedstock is available for the Sault and the surrounding areas. Ontario has issued a guiding policy to encourage use of forest biofibre for clean technologies in order to help reduce dependence on fossil fuels and provide a source of renewable material to produce bioproducts.



CO-GENERATION – 70 Megawatts

Essar Steel Algoma has set a precedent as the first integrated steel manufacturer in all of Canada to construct a co-generation facility fueled with by-product gas from its operations. The facility went online in June of 2009 and converts by-product fuels from the coke making and iron making processes into electricity and steam, generating 70 megawatts of electricity. This reduces the company's reliance on the power grid by an average of 50%. Brookfield Renewable Power also operates a natural gas-fired combined cycle power plant consisting of two 40 megawatt natural gas turbines and 30 megawatts from steam turbine generation.

WASTE-TO-ENERGY – 9.5 Megawatts

Sault Ste. Marie has served as a soft landing location for Elementa, a municipal waste-to-energy company that uses steam reformation technology and converts landfill waste into synthetic gas, which can be used for power generation and is the only plant of its kind in the world.

Environmental Waste International's tire recycling facility uses a patented Reverse Polymerization technology to recycle up to 900 tires per year and is designed to be energy efficient and, where possible, create an economically positive model for the recovery of various hydrocarbon oil and gases.



START
With Waste

Municipal Solid Waste (Garbage) is used as the primary feedstock.



USE
The Elementa Process

The Elementa Process is endothermic, retaining its energy in the form of syngas, a clean fuel source.



PRODUCE
Clean Energy

Steam Reformation breaks down the Waste into Carbon Monoxide and Hydrogen.

PURPOSE GROWN ENERGY CROPS

In Algoma, there is a growing presence of soya beans, sunflower seeds and canola that are being used for various industry processes. Cook's Station Corporation is a local oilseed crushing and processing facility for industrial use and is located in the Algoma region. Crop trials are ongoing for the use of miscanthus, reed canary grass and switch grass as an energy feedstock through the Rural Agri-Innovation Network.

MANUFACTURING

Heliene Photovoltaic Modules manufactures high efficiency solar panels.

TRANSMISSION

Great Lakes Power Transmission operates a highly developed transmission line infrastructure which provides reliable energy to the Algoma Region, and can operate independently ensuring a reliable source of power with uninterrupted back-up power capabilities.

GIS & ICT INFRASTRUCTURE

The local award-winning Community Geomatics Centre provides a data platform with utility, city and community information, which speeds up project development and is unique in North America, giving the Sault operational advantages. The quick and easy access to all major fibre optic networks and international fibre optic connections allow for speed and reliability.

