

AGENDA

REGULAR MEETING OF CITY COUNCIL

2012 11 05

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor M. Bruni

Seconder: Councillor F. Manzo

Resolved that the Minutes of the Regular Council Meeting of 2012 10 22 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor M. Bruni

Seconder: Councillor J. Krmpotich

Resolved that the Agenda for 2012 11 05 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Proclamation – Pulmonary Hypertension Month.
- b) Linda Savory-Gordon, Coalition for Algoma Passenger Trains Algoma (CAPT) will be in attendance concerning the proclamation - National Railway Day.
- c) Robert Bressan and Jeanette Bieman, Professional Engineers of Ontario – Ontario Chapter will be in attendance concerning 100 Years of Engineering Achievement in Sault Ste. Marie.

- d) A representative of the Lions Club will be in attendance concerning agenda item 7.(a).
- e) Kim Streich-Poser, Commissioner of Social Services will be attendance to present the department's 2012 budget and year-to-date financial information. Please see agenda item 5.(f).
- f) Ben Ayton, Assistant Aquatic Supervisor will be in attendance concerning the Community Services Department Best Practice Pilot Project – On-Line Registration.
- g) Tom Dodds, CEO – Economic Development Corporation will be in attendance concerning agenda item 5.(r).

PART ONE – CONSENT AGENDA

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

Mover: Councillor M. Bruni

Seconder: Councillor F. Manzo

Resolved that all the items listed under date 2012 11 05 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO, FONOM is attached for the information of Council.
- b) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from July 1, 2012 to September 30, 2012 is \$350,543 is attached for the information of Council.
- c) Correspondence from Councillor Myers concerning the cost of fire calls is attached for the information of Council.
- d) Correspondence from the Ontario Tourism Marketing Partnership Corporation concerning "Sault Ste. Marie Takes Award for Best Print Material" is attached for the information of Council.
- e) Correspondence requesting a temporary street closing is attached for the consideration of Council.
 - a) 2012 Rotary Santa Claus Parade:
Bay Street from East Street to Pim Street;
lower Pim Street from Bay Street to Queen Street - 5:00 p.m. to 7:00 p.m.
Queen Street East from Pim Street to Gore Street - 5:00 p.m. to 8:00 p.m.

The relevant By-law 2012-207 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

f) Financial Statements (budget and year-to-date) from the Social Services Department are attached for the information of Council.

g) **Staff Travel**

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

Mover: Councillor M. Bruni

Seconder: Councillor J. Krmpotich

Resolved that the report of the Chief Administrative Officer dated 2012 11 05 concerning Staff Travel requests be approved as requested.

h) **MPAC Information Kiosk – About My Property™**

A report of the City Tax Collector is attached for the consideration of Council.

Mover: Councillor M. Bruni

Seconder: Councillor F. Manzo

Resolved that the report of the City Tax Collector dated 2012 11 05 concerning MPAC Information Kiosk – About My Property™ be received as information

i) **2011 Results Under the Municipal Performance Measurement Program**

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

The Municipal Performance Measurement Program 2011 Results report is attached under separate cover.

Mover: Councillor M. Bruni

Seconder: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Finance and Treasurer dated 2012 11 05 concerning 2011 results under the Municipal Performance Measurement Program be received as information.

j) **Nine Month Financial Report to September 30, 2012**

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

The Nine Month Financial Report is attached under separate cover.

Mover: Councillor M. Bruni

Seconder: Councillor F. Manzo

Resolved that the report of the Commissioner of Finance and Treasurer dated 2012 11 05 concerning Nine Month Financial Report to September 30, 2012 be received as information.

k) **2011 Essar Centre Annual Report**

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

Mover: Councillor M. Bruni
Seconder: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Community Services dated 2012 11 05 concerning 2011 Essar Centre Annual Report be received as information.

i) Renewal of Sault Amateur Soccer Association Agreement

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

The relevant By-law 2012-205 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

m) Energy Efficiency Projects

A report of the Environmental Initiatives Coordinator is attached for the consideration of Council.

Mover: Councillor M. Bruni
Seconder: Councillor F. Manzo

Resolved that the report of the Environmental Initiatives Coordinator dated 2012 11 05 concerning Energy Efficiency Projects be accepted and the recommendation that \$64,058 from the CIP Electrical Reserve be allocated to complete energy efficiency upgrades at the Steelton and Bay Street Seniors Centres and the Sault Ste. Marie Museum be approved.

n) Further Information Regarding Banning Wild and Exotic Animal Acts

A report of the Municipal Solicitor/Prosecutor is attached for the consideration of Council.

Mover: Councillor M. Bruni
Seconder: Councillor J. Krmpotich

Resolved that the report of the Municipal Solicitor/Prosecutor dated 2012 11 05 concerning Further Information Regarding Banning Wild and Exotic Animals Acts be received as information.

o) Sale of Korah Branch Library – 496-504 Second Line West

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

Mover: Councillor M. Bruni
Seconder: Councillor F. Manzo

Resolved that the report of the City Solicitor dated 2012 11 05 concerning Sale of Korah Branch Library - 496-504 Second Line West be accepted and the recommendation that the property be sold to 1743503 Ontario Inc. for the purchase price of \$186,000 be approved.

p) Ruscio Investments Inc. -- Queensgate Boulevard – Planning Application -- A-17-11-Z.OP and 57T-11-501

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

Mover: Councillor M. Bruni

Seconder: Councillor J. Krmpotich

Resolved that the report of the Assistant City Solicitor dated 2012 11 05 concerning Ruscio Investments Inc. – Queensgate Boulevard – Planning Application – A-17-11-Z.OP and 57T-11-501 be received as information.

q) PUC 2012 Third Quarter Shareholder Report

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

Mover: Councillor M. Bruni

Seconder: Councillor F. Manzo

Resolved that the report of the President and CEO of the PUC Inc. dated 2012 09 30 concerning 2012 Third Quarter Shareholder Report be received as information.

r) Sault Ste. Marie / Ontario Lottery and Gaming Modernization Status Report

A briefing note from the CEO, Economic Development Corporation is attached for the information of Council.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

a) Application No. A-31-12-Z – filed by 1704608 Ontario Inc.

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

Mover: Councillor M. Bruni

Seconder: Councillor J. Krmpotich

Resolved that the report of the Planning Division dated 2012 11 05 concerning Application No. A-31-12-Z filed by 1704608 Ontario Inc.- 229 & 237 Bruce Street be received and that City Council approve this application and rezone the subject property from "C4" (General Commercial) zone to "C4.S" (General

Commercial) zone with a Special Exception to permit Personal Storage Facilities, in addition to the uses permitted in a "C4" zone.

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

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

- a) Mover: Councillor P. Christian
Seconder: Councillor M. Bruni

Whereas Pointe Des Chenes Park has been operated by the city of Sault Ste. Marie for many years; and

Whereas the property is divided into two distinct areas, one being a day use area and the other being a trailer park operated by the Lions Club of Sault Ste. Marie; and

Whereas the city has had a unique partnership with the Lion's Club with regard to the operation of the trailer park; and

Whereas the city has historically paid for most of the capital expenditures of the trailer park; and

Whereas an estimated \$45,000 is required to be spent on park upgrades in the near future; and

Whereas during the 2012 budget deliberations, it was agreed that council, in concert with city staff, would continue to look for opportunities to minimize expenditures and improve efficiencies within city operations;

Now Therefore Be It Resolved that appropriate staff prepare a preliminary report on possible long term plans for the park, including but not limited to expansion of the trailer park or possible sale of the property to private interests who may wish to develop the area within existing zoning requirements; and

Further that the Lions Club be consulted as part of this report to determine future plans the club may have for the operation of the property.

- b) Mover: Councillor T. Sheehan
Seconder: Councillor

Whereas City Council has received information why/how the City of Sault Ste. Marie can create a by-law prohibiting wild/exotic animal circuses.

Now Therefore Be It Resolved that the legal department be instructed to create a by-law similar to other communities (see attached) which would prohibit wild/exotic animal circuses.

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

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

AGREEMENTS

a) 2012-202

A by-law to authorize a collective agreement between the City and the United Steel Workers Union (Transit) for the period February 1, 2012 to January 31, 2015.

b) 2012-203

A by-law to authorize an agreement between the City and the Amalgamated Transportation Union (Local 1767) for the term commencing February 1, 2012 to January 31, 2015.

c) 2012-204

A by-law to authorize an agreement between the City and The Canadian Union of Public Employees Local No. 3 – Community Services Department from February 1, 2012 to January 31, 2015.

d) 2012-205

A by-law to authorize an agreement between the City and The Sault Amateur Soccer Association for the renewal of a five year agreement for the use of Strathclair Park commencing May 1, 2012 and terminating on April 30, 2017.

A report from the Commissioner of Community Services is on the agenda.

PARKING

e) 2012-201

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.

REGULATIONS

f) 2012-206

A by-law to regulate digital signs within the City of Sault Ste. Marie.

Approved by Council Resolution on October 9, 2012.

TEMPORARY STREET CLOSING

g) 2012-207

A by-law to permit the temporary closing of various streets to facilitate the annual Santa Claus parade on November 17, 2012.

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

LANE CLOSING

h) 2012-104

A by-law to stop up, close and authorize the conveyance of a lane in the Highland Park Subdivision Plan 9110.

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover: Councillor M. Bruni

Seconder: Councillor F. Manzo

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2012 10 22

4:30 P.M.

COUNCIL CHAMBERS

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

Officials: J. Fratesi, M. White, L. Girardi, N. Apostle, B. Freiburger, J. Dolcetti, J. Cain, M. Caputo, D. Desrosiers, P. Milosevich

1. ADOPTION OF MINUTES

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the Minutes of the Regular Council Meeting of 2012 10 09 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the Agenda and Addendum #1 for 2012 10 22 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Chris Rous, Chair – Cultural Advisory Board was in attendance to introduce the winners of the 2012 Cultural Advisory Board Community Recognition Award.
- b) Nicole Clouthier and Marci Oliverio were in attendance to address Council regarding organ transplant awareness.

- c) Bert Leith, Community Living Algoma was in attendance concerning agenda item 6.(7)(a).
- d) Matthew Caputo, Municipal Solicitor/Prosecutor and Denis Desrosiers, Manager POA Division were in attendance concerning the Legal Department's Best Practice Pilot Project – Early Resolutions Initiative and Remote Interpretations Initiative.
- e) Graham Newman, Vice-President, Sault Minor Baseball Association was in attendance concerning 5.(g).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor R. Niro
Seconded by: Councillor P. Mick

Resolved that all the items listed under date 2012 10 22 – Part One – Consent Agenda and Addendum #1 be approved as recommended. CARRIED

- a) Correspondence from FONOM was received by Council.

Moved by: Councillor L. Turco
Seconded by: Councillor M. Bruni

Whereas the Ministry of Natural Resources has announced the end of overnight camping in ten provincial parks in Northern Ontario; and

Whereas this decision will cost Northern Ontario 130 direct jobs and negatively impact tourism and Northern Ontario's way of life; and

Whereas local stakeholders and municipalities have not been consulted on these closures and have been denied the opportunity to make these parks more sustainable;

Now Therefore Be It Resolved that the Council for the City of Sault Ste. Marie petition the Legislative Assembly of Ontario to immediately suspend plans to cancel overnight camping at the ten provincial parks; and

Further Be It Resolved that the Ministry immediately consult with local municipalities, stakeholders and regional economic development organizations regarding the long-term viability of preserving Northern Ontario provincial parks. CARRIED

Moved by: Councillor L. Turco
Seconded by: Councillor M. Bruni

Whereas the Government of Ontario has announced plans to divest itself from Ontario Northland Transportation Commission; and

Whereas this decision has already resulted in the cancellation of the 102 year old Ontario Northlander train service and plans to sell off Ontario Northland's bus

routes which will privatize the only intercity public transit serving many northern communities; and

Whereas our resource sector relies on freight rail and changes in that service would seriously impact our economy. Our existing highway network does not have the capacity to replace freight rail if cancelled or made economically unviable; and

Whereas rail networks are much more economical to sustain than such an extensive highway system as well as being more environmentally friendly;

Now Therefore Be It Resolved that the Council for the City of Sault Ste. Marie petition the Legislative Assembly of Ontario to immediately suspend plans to divest from ONTC and consult with local municipalities, stakeholders and regional economic development organizations regarding the long-term plans for improving the effectiveness of ONTC as a government asset. CARRIED

b) Correspondence from the Canadian Red Cross concerning a photo exhibit was received by Council.

c) Correspondence concerning Communities in Boom – an entrepreneurial ranking of Canadian cities by the Canadian Federation of Independent Business was received by Council.

d) **Staff Travel**

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

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that the report of the Chief Administrative Officer dated 2012 10 22 concerning Staff Travel requests be approved as requested. CARRIED

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

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 2012 10 22 be endorsed and that the tenders for the supply and delivery of various pieces of equipment, as required by the Public Works and Transportation Department, be awarded as recommended. CARRIED

f) **Cemetery Price List**

The report of the City Clerk was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the City Clerk dated 2012 10 22 concerning 2012 Cemetery Price List be accepted and the recommendation to approve the amended price list be approved. CARRIED

g) Extension to Soo Minor Baseball Agreement to Facilitate Their Solar Photovoltaic Fit Application

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

The relevant By-laws 2012-195 and 2012-196 are listed under Item 10 of the Minutes.

h) Development Charges Background Study

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

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that the report of the Commissioner of Engineering and Planning dated 2012 10 22 concerning Development Charges Background Study be accepted and the recommendation to retain Watson & Associates Economists Ltd. to prepare the study at a cost of \$29,360 with funding from the 2011-12 capital works budget be approved. CARRIED

i) Solar Photovoltaic Feasibility

The report of the Environmental Initiatives Coordinator was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that the report of the Environmental Initiatives Coordinator dated 2012 10 22 concerning Solar Photovoltaic Feasibility be received as information. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor S. Butland

Resolved that the appropriate engineering study be undertaken concerning the Essar Centre roof regarding design loading and structural analysis required for the potential installation of solar generating panels at a cost not to exceed \$6,000 with funding from the Facility Maintenance account; and

Further that staff begin drafting the appropriate call for proposals for such a project and report back to Council with this information before proceeding further. CARRIED

j) Diwali Indian Festival – Request for Exemption from Fireworks By-law 73-107

The report of the Assistant Chief – Fire Prevention and Public Education was received by Council.

The relevant By-law 2012-197 is listed under Item 10 of the Minutes.

k) Street Closing Request – Habitat for Humanity – Bloor Street

The report of the City Solicitor was received by Council.

The relevant By-law 2012-194 is listed under Item 10 of the Minutes.

l) Lane Closing Application – Sault Ste. Marie Park Subdivision, Plan 7602

The report of the City Solicitor was received by Council.

The relevant By-laws 2012-191 and 2012-192 are listed under Item 10 of the Minutes.

m) Municipality Contribution Agreement Between the Ontario Lottery and Gaming Corporation and the City

The report of the Assistant City Solicitor was received by Council.

The relevant By-law 2012-183 is listed under Item 10 of the Minutes.

n) Banning Wild/Exotic Animal Acts and Travelling Animal Circuses

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Municipal Solicitor/Prosecutor dated 2012 10 22 concerning Banning Wild/Exotic Animal Acts and Travelling Animal Circuses be received as information. CARRIED

o) Posters on Municipal Utility Poles

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

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Municipal Solicitor/Prosecutor dated 2012 10 22 concerning Posters on Municipal Utility Poles be received as information. CARRIED

p) Household Special Waste Facility – Stewardship Ontario ('SO') Funding

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

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that the report of the Deputy Commissioner - Public Works and Transportation dated 2012 10 22 concerning Household Special Waste Facility - Stewardship Ontario Funding be accepted and the recommendation to direct the funding to offset the operational budget instead of to the Hazardous Waste Depot reserve account and further that the current balance in the reserve account be transferred to the Landfill reserve be approved. CARRIED

- q) Correspondence from the Managing Director, Tenaris was received by Council.
- r) Correspondence from the Municipal Property Assessment Corporation concerning provincial reassessment was received by Council.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

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

a) Community Living Algoma – Support for Community Recycling Depot

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

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins

Resolved that the report of the Deputy Commissioner - Public Works and Transportation dated 2012 10 22 concerning Community Living Algoma (CLA) - Support for Community Recycling Depot be accepted and the recommendation to provide \$20,000 in funding to CLA for the depot, to be funded from the Landfill Reserve, and

Further that the funding of \$20,000 be referred to the 2013 budget to be considered as a line item in the Public Works operational budget. CARRIED

(8) BOARDS AND COMMITTEES

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

- a) Moved by: Councillor S. Myers
Seconded by: Councillor J. Krmpotich
Resolved that agenda item 7.(a) be deferred to the next meeting of Council.
CARRIED
- Moved by: Councillor P. Christian
Seconded by: Councillor M. Bruni
Whereas Pointe Des Chenes Park has been operated by the city of Sault Ste. Marie for many years; and
Whereas the property is divided into two distinct areas, one being a day use area and the other being a trailer park operated by the Lions Club of Sault Ste. Marie; and
Whereas the city has had a unique partnership with the Lion's Club with regard to the operation of the trailer park; and
Whereas the city has historically paid for most of the capital expenditures of the trailer park; and
Whereas an estimated \$45,000 is required to be spent on park upgrades in the near future; and
Whereas during the 2012 budget deliberations, it was agreed that council, in concert with city staff, would continue to look for opportunities to minimize expenditures and improve efficiencies within city operations;
Now Therefore Be It Resolved that appropriate staff prepare a preliminary report on possible long term plans for the park, including but not limited to expansion of the trailer park or possible sale of the property to private interests who may wish to develop the area within existing zoning requirements; and
Further that the Lions Club be consulted as part of this report to determine future plans the club may have for the operation of the property. **DEFERRED**

b) **NOTICE OF MOTION**

Mover: Councillor T. Sheehan
Seconder: Councillor S. Myers
Whereas City Council has received information why/how the City of Sault Ste. Marie can create a by-law prohibiting wild/exotic animal circuses.
Now Therefore Be It Resolved that the legal department be instructed to create a by-law similar to other communities (see attached) which would prohibit wild/exotic animal circuses.

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that all by-laws listed under Item 10 of the AGENDA under date October 22, 2012 save and except 2012-183, be approved. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2012-182 being a by-law to amend Schedule "A", Schedule "K" and Schedule "N" to Traffic By-law 77-200 be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that By-law 2012-183 being a by-law to authorize the execution of a Municipality Contribution Agreement between the City and the Ontario Lottery and Gaming Corporation for payment of slot machine revenues to the City be PASSED in open Council this 22nd day of October, 2012. CARRIED

Pecuniary Interest: Councillor Bruni – employed by OLG.

Councillor Christian – spouse employed by OLG.

Councillor Niro – family member employed by OLG.

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2012-188 being a by-law to adopt Amendment No. 191 to the Official Plan (Riversedge Developments Inc.) be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2012-189 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 75 Huron Street (Riversedge Developments Inc.) be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2012-190 being a by-law to designate the lands located at civic number 75 Huron Street as an area of site plan control (Riversedge Developments Inc.) be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2012-191 being a by-law to assume for public use and establish as a public lane, a lane in the Sault Ste. Marie Park Subdivision, Plan 7602 be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that By-law 2012-192 being a by-law to stop up, close and authorize the conveyance of a lane in the Sault Ste. Marie Park Subdivision Plan 7602, be READ a FIRST and SECOND time in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that By-law 2012-193 being a by-law to authorize the execution of a lease agreement between the City and Strongco Limited Partnership for the lease of one (1) Motor Grader complete with Snow Wing and Front Blade on a five (5) year basis, as required by the Department of Public Works and Transportation be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that By-law 2012-194 being a by-law to stop up and close the portion of Bloor Street abutting civic 465 Northland Road (formerly 229 Bloor Street) be read a FIRST and SECOND time this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that By-law 2012-195 being a by-law to amend By-law 2009-41 (a by-law to authorize an amendment to the Licence of Occupation dated April 27th, 1992 between the Corporation of the City of Sault Ste. Marie and Soo Minor Baseball Association Inc.) be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that By-law 2012-196 being a by-law to authorize the execution of one (1) Municipal Council Support Resolution to support one (1) solar photovoltaic application being submitted to the Ontario Power Authority Feed-In-Tariff Program by Soo Minor Baseball Association Inc. be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that By-law 2012-197 being a by-law to exempt the Diwali Festival from By-law 73-107 being a by-law to prohibit the use of fireworks in the municipality be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that By-law 2012-198 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Kohler

Street from Queen Street East to Wellington Street East under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06 be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2012-199 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Maretta Street from Wallace Terrace to Henrietta Avenue under Section 3 of the Municipal Act, 2001 Ontario Regulation 586/06 be PASSED in open Council this 22nd day of October, 2012. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2012-200 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Queen Street East from Simpson Street to Pine Street under Section 3 of the Municipal Act, 2001 Ontario Regulation 586/06 be PASSED in open Council this 22nd day of October, 2012. CARRIED

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that this Council now adjourn. CARRIED

Mayor

City Clerk

Malcolm White

From: communicate@amo.on.ca
Sent: October 24, 2012 4:45 PM
To: Malcolm White
Subject: AMO breaking news re Social Assistance report

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL.

October 24, 2012

**The Commission for the Review of Social Assistance in Ontario
Releases Its Report "Brighter Prospects: Transforming Social Assistance in Ontario"**

Today, the Commission for the Review of Social Assistance in Ontario released their much anticipated report, *"Brighter Prospects: Transforming Social Assistance in Ontario."* The report, spanning 183 pages, contains 108 recommendations for improvements in areas where the Commissioners, Frances Lankin and Munir A. Sheikh, believe that the government has an opportunity to chart a new path for social assistance delivery in Ontario. In the words of the Commission, the report outlines a "course designed to support all recipients to participate in the workforce to the maximum of their abilities and to guarantee income security for those who cannot work."

Implementing the recommendations outlined in the report will impact municipalities many ways given that municipalities are the primary deliverer agents for existing provincially mandated social assistance programs. The most significant change is the Commissioners' proposal to the government to integrate Ontario Works (OW) service delivery, administered by municipalities, and the Ontario Disability and Support Program (ODSP), currently managed as a provincially delivered program. Further, the Commission is recommending that municipalities and First Nations play a greater role in managing and planning employment services in their communities, with more municipalities designated as Employment Ontario deliverers.

Underlying these recommendations is the Commissioners' view that better integrated and coordinated service delivery at the local level will improve outcomes and reduce costs. Under the new arrangement, municipalities and First Nations would assume new responsibilities for the delivery of both programs and become full partners with the Province in managing and planning employment services in their communities. In the opinion of the Commissioners, program administration at the local level makes sense as municipalities and First Nations have a better on-the-ground understanding of their communities including the labour market. The report asserts that municipal management would serve to leverage connections to local employers for social assistance recipients and improve their access to other social and human services including housing and child care.

The Commission's recommendations, if largely accepted and implemented by the government as a package rather than as a menu of options, has the potential to significantly transform social assistance delivery in Ontario. The Commissioners acknowledge that the transformative changes that they are proposing are complex and longer term in nature. These would require legislative change by the Province.

As a first step, the report identifies a number of 'early implementation priorities' for consideration by the government. These are less complex changes which are largely administrative and achievable by regulatory amendments. For example, the Commissioners are recommending rate changes for some recipients (e.g.

increases for singles) and modifying the rules concerning how employment income is treated in both the OW and ODSP programs in order to create more incentives for social assistance recipients to work and retain their earnings.

At this point, what the government may or may not do with the recommendations is not yet known. AMO looks forward to working with the provincial government in their engagement of municipal governments, as well as other stakeholders, in a thoughtful review process.

As municipal governments are heavily invested in the delivery of social assistance, when the government is ready to move on any of the recommendations, AMO will need to have deep involvement in policy development discussions. Municipalities bring a wealth of practical experience to the table based on their experience with delivering the Ontario Works program as well as other social service and human service programs in their communities.

Early conversations and frequent, in-depth consultations with AMO and its member municipalities by the government are crucial to the success of this exercise. To achieve successful outcomes, Ontarians will benefit from well planned changes that are adequately resourced and allow for sufficient local flexibility to enable both innovation and efficiency in the delivery of social assistance and employment services. AMO will work closely with the Ontario Municipal Social Services Association (OMSSA) to assess the potential impacts to municipal service system managers and to inform the government on relevant implementation considerations.

Over the coming weeks, AMO will be reviewing the report's recommendations in more detail and engaging the Provincial Government on next steps. AMO will provide its members with further analysis and information as it becomes available.

To view a copy of the report, visit the website of the Commission for the Review of Social Assistance in Ontario at: <http://www.socialassistancereview.ca/home>

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario and Canada's political system.

Contact: Michael Jacek, Senior Policy Advisor, mjacek@amo.on.ca, 416.971.9856 ext. 329

PLEASE NOTE AMO Breaking News will be broadcast to the member municipality's council, administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.

Malcolm White

From: communicate@amo.on.ca
Sent: October 18, 2012 2:46 PM
To: Malcolm White
Subject: AMO BREAKING NEWS - The Navigation Protection Act - Welcomed Changes

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

October 18, 2012

The Navigation Protection Act ~ Welcomed Changes

The Honorable Denis Lebel, Federal Minister for Transportation, Infrastructure and Communities, announced amendments to the *Navigable Waters Protection Act* today. The nature of the amendments would appear to address many of the long-standing concerns municipal governments have had, particularly concerning the renewal of bridges and wharfs. The announced changes are aimed at simplifying the process of building and maintaining bridges or other infrastructure. Providing greater certainty in planning for works, reducing time and project costs is welcomed.

The amendments are intended to clarify when approval of the Minister to build, repair or infrastructure in navigable waters will be required. In announcing the changes, Minister Lebel noted that the new legislation would:

- Change the name of this law (the *Navigable Waters Protection Act*) to the *Navigation Protection Act* to reflect its historic intent;
- Clearly list the major waterways for which regulatory approval is required prior to the placement or construction of a work and apply the common law to protect navigation in unlisted waterways;
- Allow proponents of works in unlisted waters, such as municipalities and provinces, to opt-in and seek approval of their proposed work to give them additional legal certainty by allowing them to choose; and
- Expand the list of low risk works (like minor repairs on bridges) that can be pre-approved because they pose very little impact on safe navigation.

AMO will be reviewing the legislation in detail when available.

For more information, see the announcement: <http://www.tc.gc.ca/eng/mediaroom/releases-2012-h110e-6908.htm> and backgrounder: <http://www.tc.gc.ca/eng/mediaroom/backgrounder-npa-6911.htm>.

AMO Contact: Craig Reid, Senior Policy Advisor, email: creid@amo.on.ca, (416) 971-9856 ext. 334.

FONOM

The Federation of Northern Ontario Municipalities

FONOM Takes to Social Media to Gain Support for ONTC and Ontario Parks

The Federation of Northern Ontario Municipalities has launched a new website called 'Our Ontario North' (<http://ourontariornorth.org>) designed to allow supporters of overnight camping in the ten provincial parks the government has announced plans to close, and supporters of Ontario Northland to send a message to the relevant cabinet minister expressing their views.

FONOM's facebook page "OurOntarioNorth" has received nearly 900 likes in the last week, a clear sign that momentum is growing as northern residents become aware of the government's plans.

"We believe now more than ever that it is important for the Government of Ontario to stop and listen to northern residents and communities" said Al Spacek, President of FONOM. "We want to be part of the solution to preserving overnight camping in our parks and ensuring the long term sustainability of Ontario Northland's services."

Mayor Spacek and others from FONOM have met with Minister Gravelle regarding the parks decision and Minister Bartolucci regarding the future of ONTC.

"We remain committed to working with the government on these issues, but are also calling on northern residents to go to our website <http://ourontariornorth.org> and send a message to government so they know just how many people care about Northern Ontario's future." Spacek added.

For More Information:

Al Spacek, President - FONOM
Cell 705-335-0001
alspacek@gmail.com



NEWS RELEASE

For Immediate Release
October 19, 2012

SECOND-QUARTER PAYMENT TO SAULT STE. MARIE

The Ontario Lottery and Gaming Corporation today issued a second-quarter (July to September 2012) non-tax gaming revenue payment of \$350,543 to the City of Sault Ste. Marie for hosting OLG Casino Sault Ste. Marie.

As announced on March 12, 2012, OLG is modernizing Ontario's lottery and gaming industry. The effort will increase revenue for the province and create jobs while continuing to support municipalities through a new consistent funding model for towns and cities that host an OLG gaming facility.

"OLG gaming sites continue to provide substantial benefits to host communities and Ontario families," said David Orazietti, MPP. "The modernization of Ontario's lottery and gaming businesses will result in new employment opportunities, increased tourism and additional revenues for the province to protect important public services like health care and education."

The OLG modernization effort will help create some 2,300 net new industry jobs and about 4,000 service sector jobs. It will improve how lottery and gaming is delivered in Ontario, and expand OLG's high standards approach to Responsible Gambling.

In 2012-2013, the province will allocate \$120 million in gaming revenue to support charities through the Ontario Trillium Foundation, which helps build strong and healthy communities. In addition, every year the Government of Ontario allocates funding to the province's problem gambling prevention, treatment and research programs. The amount for 2012-2013 is \$41 million.

OLG is a provincial agency responsible for province-wide lottery games and gaming facilities. Since 1975, OLG lotteries, Casinos, Slots, and Resort Casinos have generated more than \$36 billion for the benefit of the Province of Ontario. Gaming proceeds support Ontario's hospitals, amateur sport, recreational and cultural activities, communities, provincial priority programs such as health care and education, and local and provincial charities and non-profit organizations through the Ontario Trillium Foundation.

Know your limit, play within it!

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

Casino Sault Ste Marie
Municipal Commission Statement
for the quarter ended September 30, 2012
Unaudited results, subject to final reconciliation

TOTAL NET WIN (as per IFRS) for the quarter ended September 30, 2012	<u>6,767,718</u>
Municipal Commission 5% of Net Win	338,386
Quarter Ended September 30, 2012 one time payment* (due to difference between IFRS and CGAAP)	12,157
 Net to be transferred	 <u>350,543</u>
Transferred via EFT	

* As per letter dated February 10, 2012, transition payment up to December 31, 2012

Prepared by Corporate Accounting & Reporting



CASINO REVENUE SUMMARY

City of Sault Ste. Marie

CITY 5% SLOT REVENUE

	TOTAL	Increase over Previous Year	
Total 1999	783,232		
Total 2000	1,292,709	65.0%	
Total 2001	1,611,235	24.6%	
Total 2002	1,926,143	19.5%	
Total 2003	1,915,935	-0.5%	
Total 2004	1,870,351	-2.4%	
Total 2005	1,577,078	-15.7%	
Total 2006	1,455,919	-7.7%	
Total 2007	1,530,207	5.1%	
Total 2008	1,517,040	-0.9%	
Total 2009	1,472,298	-2.9%	
Total 2010	1,463,082	-0.6%	
 2011			
January 1 to March 31, 2011	342,923		
April 1 to June 30, 2011	340,576		
July 1 to September 30, 2011	379,936		
October 1 to December 31, 2011	343,070		
Total 2011	1,406,605	-3.9%	
 2012			
January 1 to March 31, 2012	331,195		
April 1 to June 30, 2012	339,781		
July 1 to September 30, 2012	350,543		
October 1 to December 31, 2012	343,070		
Total 2012	1,021,519		
 Total Funds Received since 1999	20,843,254		
 Jan. to March	% Increase	April to June	% Increase
1999 0	0	0	0
2000 287,177	9%	317,240	0%
2001 320,150	11%	392,289	24%
2002 430,587	34%	490,634	25%
2003 445,897	4%	496,830	1%
2004 483,157	8%	498,329	0%
2005 393,120	-19%	403,218	-19%
2006 344,906	-12%	355,429	-12%
2007 358,727	4%	386,432	9%
2008 352,418	-2%	388,382	1%
2009 356,734	1%	372,517	-4%
2010 347,847	-3%	373,970	0%
2011 342,923	-1%	340,576	-9%
2012 331,195	-3%	339,781	0%
 July to Sept.	% Increase	Oct. to Dec.	% Increase
1999 475,421	0%	307,811	0%
2000 372,049	-22%	316,243	3%
2001 473,346	27%	425,450	35%
2002 534,131	13%	470,731	11%
2003 480,977	-10%	492,231	5%
2004 464,417	-3%	424,448	-14%
2005 408,222	-12%	372,518	-12%
2006 386,201	-5%	369,383	-1%
2007 418,484	8%	366,564	-1%
2008 399,403	-5%	376,837	3%
2009 404,405	1%	338,643	-10%
2010 394,017	-3%	347,449	3%
2011 379,937	-4%	343,070	-1%
2012 360,543	-8%		

Prepared by W. Freiburger October 19, 2012

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

From: Susan Myers
Sent: October 24, 2012 11:54 PM
To: Malcolm White
Cc: Frank Brescacin; Marcel Provenzano; 'j.fratesi@cityssm.on.ca'
Subject: RE: Cost of Fire Calls - Info report for Nov.5 City Council Mtg

Malcom please place the two e-mails from Frank below, on the next Council agenda under information for Council as I would like to make comment on it.

Thanks, Susan.

J. Susan Myers
City Councillor Ward Two
Management Chair, Celebrate 100!
705.256-6128

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

From: Frank Brescacin
Sent: Wed 10/24/2012 10:14 AM
To: Susan Myers
Cc: Marcel Provenzano; Malcolm White; 'j.fratesi@cityssm.on.ca'
Subject: RE: Cost of Fire Calls - Info report for Nov.5 City Council Mtg

Councilor Myers ;

My pleasure to help out...as far as recovering expenses we are currently exploring possibilities to recoup costs for false alarms. Presently we have no such policy in place.

Respectfully

Frank

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

From: Susan Myers
Sent: Tuesday, October 23, 2012 3:36 PM
To: Frank Brescacin
Cc: Marcel Provenzano;
Subject: RE: Cost of Fire Calls - Info report for Nov.5 City Council Mtg
Importance: High

Thank you Frank, this is most enlightening and good for members of Council to get a handle on what it costs to respond as an EMS and Fire Services in our community.

By way of c.c., I am going to ask Malcom to please place this on the Nov.5 City Council agenda under correspondence, as I would like to flag this at a meeting for the information of the public to get a sense of the costs.

One area in particular, false alarms. What is our policy there around cost recovery - or is there any?

As we continue to look for efficiencies and cost reductions or revenue increases, this area is one where we may have some options??

Please advise, Susan.

J. Susan Myers
City Councillor Ward Two
Management Chair, Celebrate 100!
705.256-6128

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

From: Frank Brescacin
Sent: Tue 10/23/2012 9:29 AM
To: Susan Myers
Subject: Fire Calls

Councilor Myers;

Chief Provenzano asked me to follow up with your inquiry.

Of the 22 remaining calls that Fire Services responded to this past weekend 14 were medical assists, 6 were false fire calls and 2 were burning complaints.

Costs involved for the responses on an hourly rate would approximately be \$200.00/hour for a Rescue Pumper Crew of 4 personnel and truck.

This cost is in salary only and does not include personnel benefit package.

The average time per false alarm/ medical assist -30 minutes X 22 responses = 11 hours X \$200.00 = \$2200.00

The cost for the Letcher Street fire can be broken down as follows:

Responding firefighters (initial) 14 @ \$45.00/hour (average cost) X 2 hours = \$1260.00

5 firefighters on scene 1 hour longer @ \$45.00/ hour (average cost) = \$225.00

1 Fire Prevention Officer callout for 8 hours (OT) @ \$61.50/hour = \$492.00

1 firefighter on scene 8 hours (scene security) @ \$40.10/hour = \$320.80

Approximate cost for equipment/trucks on scene \$500.00

Total cost for response and investigation = \$2797.00

All values are approximate.

I hope this answers your questions feel free to contact me should you need more information.

Respectfully

Frank
Frank Brescacin
Assistant Fire Chief - Suppression
Sault Ste Marie Fire Service
72 Tancred Street P6A-2W1
Sault Ste Marie Ontario
(705) 949-3397

[www.cityssm.on.ca <http://www.cityssm.on.ca/>](http://www.cityssm.on.ca)

www.celebrate100saultstemarie.com

Celebrating 100 years as a city in 2012

SAULT STE. MARIE TAKES AWARD FOR BEST PRINT MATERIAL

Ontario Tourism Awards celebrate the best in Ontario tourism

NEWS

October 25, 2012

The Sault Ste. Marie Visitors' Guide received the Best Printed Collateral Material award at the 2012 Ontario Tourism Awards.

With its "guide to new adventure," Tourism Sault Ste. Marie effectively communicated that there is truly "something for everyone to do in the Soo". This vacation planner and visitor guide set itself apart from traditional tourism publications by focusing on unique insights into the community and communicating the quality of local tourism experiences via compelling editorial features and photography.

The new approach meant a guide filled with stories and deeper information on major attractions, festivals, accommodations and businesses. As a result, the 2011 guide became the most requested Visitors' Guide to Sault Ste. Marie.

The Ontario Tourism Awards celebrate excellence and innovation in the multi-billion dollar tourism industry, which is a key contributor to Ontario's economic prosperity. Nominations were open to all organizations or individuals in the tourism industry operating in Ontario and were judged by an independent, third-party panel of industry and marketing experts. The Ontario Tourism Awards' marketing category is sponsored by Smart Serve Ontario, a dedicated advocate for responsible alcohol service in the Ontario hospitality industry.

QUOTE

"Tourism Sault Ste. Marie used the power of storytelling to bring this increasingly popular northern destination to life for its readers and to really draw people into the idea of visiting," said Ronald Holgerson, Interim President and CEO of the Ontario Tourism Marketing Partnership Corporation.

QUICK FACTS

- Tourism is an important part of Ontario's economy, supporting over 300,000 direct and indirect jobs, according to preliminary numbers.
- According to preliminary results, visits to Ontario increased by 1.4 per cent to 105.2 million for the year 2011 over 2010.
- Preliminary results show that tourism receipts increased by 4.8 per cent in 2011 to over \$23 billion.

LEARN MORE

Learn more about the [2012 Ontario Tourism Summit](#)

Read more about [Sault Ste. Marie](#)

Discover things to do in [Ontario](#)

Read more about the [Ontario Tourism Marketing Partnership Corporation](#)

Media contact:

Luanne Walker, OTMPC, 416-325-0699

Luanne.Walker@ontario.ca

[tourismpartners.com](#)

Disponible en français

ROTARY CLUB OF SAULT STE. MARIE

"SERVICE
ABOVE SELF"



"THE PROFITS MOST
WHO SERVES BEST"

CLUB 47746, DISTRICT 6290 ROTARY INTERNATIONAL

PO. BOX 272

SAULT STE. MARIE, ONTARIO

CANADA P6A 5N1

TELEPHONE (705) 945-1279 ~ FAX (705) 945-5228

EMAIL: cbccorpor@rotarysault.com ~ WEBSITE: www.rotarysault.com

October 17, 2012.

The Corporation of the City of Sault Ste. Marie

99 Foster Drive

Sault Ste. Marie, Ontario P6A 5N1

Attention: Malcolm White, City Clerk

RE: 2012 ROTARY SANTA CLAUS PARADE

Dear Mr. White:

It is that time of year again and the Rotary Santa Claus Parade is fast approaching. On behalf of the Rotary Club of Sault Ste. Marie I am apply for Temporary Street Closures as follows:

Date: Saturday, November 17, 2012 Start Time: 1800 Hours

This year due to construction on Queen Street East the line will be on Bay Street from East Street to Pim Street. The actual start of the parade will be at the intersection of Bay Street and Pim Street.

Closure of Bay Street from East Street to Pim Street

Hours: 1700 Hours to approximately 1830 hours on November 17, 2012

Closure of Pim Street to Queen Street East

Hours: 1700 Hours to approximately 1830 hours on November 17, 2012

Closure of Queen Street East to Gore Street

Hours: 1730 Hours to approximately 1930 hours on November 17, 2012

Temporary Street Closure Approval Forms have been faxed to the various City Departments and once these are returned we will forward them directly to you.

We thank you for your cooperation in this matter. If you have any questions please do not hesitate to contact the undersigned at 705-942-1300.

Yours very truly,

David K. Marshall
Parade Marshal

DM/co

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DAVID K MARSHALLFAX: 705-942-3060
TELEPHONE: 705-942-1300ADDRESS: 180 Bay Street, SSM POSTAL CODE: P1A 6S2

The above person hereby makes application for the closing of

SIZE ATTACHED LETTER

(Name of street to be closed)

from Bay, Pm, Queen Street to _____

(reference points - street numbers, cross streets, etc.)

on the 17 day of November, 2012 from 1700 am/bn to 1930 am/bnfor the purpose of ROTARY SANTA CLAUS PARADE

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-8300 ext 348
Fax 759-7820
580 Second Line East

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

Steve Magnabosco #209 OCT 17 2012

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____

(date)

(By-law No.)

Oct. 17, 2012 11:38AM

CRAWFORD SSA

CRAWFORD & CO. DEPT. NO. 3832

RT 37(e)

OCT 17 2012

RECEIVED

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DAVID K. MARSHALL

FAX: 705-942-3060

TELEPHONE: 705-942-1300

ADDRESS: 180 Bay Street, 55W POSTAL CODE: P0A 6S2

The above person hereby makes application for the closing of

SEE ATTACHED LETTER

(Name of street to be closed)

from BAY, 1st, Queen Street

(reference points - street numbers, cross streets, etc.)

on the 17 day of November, 2012 from 1700 am to 1930 amfor the purpose of ROTARY SANTA CRUCIS PARADE

APPROVALS SECTION:

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

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3336/949-3387
Fax 949-2341
72 tapered Street

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on

(date)

(By-law No.)

Oct. 17, 2012 11:39AM CRAWFORD SSM

CRAWFORD & CO. LTD.

No. 3833 P. 1

OCT 18 2012

RECEIVED

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DAVID K MARSHALL

FAX: 705-942-3060
TELEPHONE: 705-942-1300

ADDRESS: 180 Bay Street, SSM

POSTAL CODE: P0A 1G2

The above person hereby makes application for the closing of

~~SEE ATTACHED LETTER~~

(Name of street to be closed)

from Bay, Rm, Queen Street

(reference points - street numbers, cross streets, etc.)

on the 17 day of November 2012 from 1700 am to 1930 amfor the purpose of ROTARY SANTA CLAUS PARADE

APPROVALS SECTION:

1. Police Services, Traffic Dept.
 Telephone 949-6300 ext 346
 Fax 759-7820
 580 Second Line East

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

Signature of Official

Signature of Official

3. Public Works & Transportation Dept.
 Telephone 641-7000
 Fax 641-7610
 128 Sackville Road

4. Transit/Parking
 Telephone 769-5320
 Fax 769-5834
 111 Huron Street

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____

(Date)

(By-law No.)

Oct. 17, 2012 11:46AM

CRAWFORD SSM

No. 3834 P. 1

5(e)

OCT 17 2012

RECEIVED

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DAVID K. MARSHALL

FAX: 705-942-3060
TELEPHONE: 705-942-1300

ADDRESS: 100 Bay Street, SSM

POSTAL CODE: P0B 6S2

The above person hereby makes application for the closing of

SEE ATTACHED LETTER

(Name of street to be closed)

from Bay, Am, Quiza Street

(reference points - street numbers, cross streets, etc.)

on the 17 day of November 2012 from 1700 am to 1930 am/pm

for the purpose of ROTARY SANTA CLAUS PARADE

APPROVALS SECTION:

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

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

Signature of Official

Signature of Official

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

4. Transit/Parking
Telephone 759-6320
Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

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

6. Downtown Association
Telephone 942-2919
Fax 942-6388
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on

(date)

(By-law No.)

RECEIVED

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DAVID K. MARSHALLFAX: 705-942-3066
TELEPHONE: 705-942-1300ADDRESS: 180 Bay Street, SSM POSTAL CODE: P0B 1G2

The above person hereby makes application for the closing of

SIDEWALK LEMKE

(Name of street to be closed)

from Bay, Pm, Queen Street

(reference points - street numbers, cross streets, etc.)

on the 17 day of November 2012 from 1700 am/pm to 1930 am/pmfor the purpose of ROTARY SANTA CLAUS PARADE

APPROVALS SECTION:

1. Police Services, Traffic Dept.
 Telephone 949-8300 ext 348
 Fax 759-7820
 580 Second Line East

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

Signature of Official

Signature of Official

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

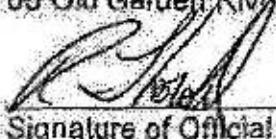
4. Transit/Parking
 Telephone 759-5320
 Fax 759-6934
 111 Huron Street

Signature of Official

Signature of Official

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

6. Downtown Association
 Telephone 942-2910
 Fax 942-8368
 496 Queen Street East
 (QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____

(date)

(By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Dawn K. MARSHALLFAX: 759-942-3060
TELEPHONE: 759-942-1300ADDRESS: 180 Bay Street, SSM POSTAL CODE: P0A 1G2

The above person hereby makes application for the closing of

SEE ATTACHED LETTER

(Name of street to be closed)

from Bay, Pm, Queen Street to _____

(reference points - street numbers, cross streets, etc.)

on the 17 day of November, 2012 from 1700 am@ to 1930 am@pmfor the purpose of ROTARY SANTA CLAUS PARADE

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tanchet Street

Signature of Official

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7040
128 Sackville Road4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

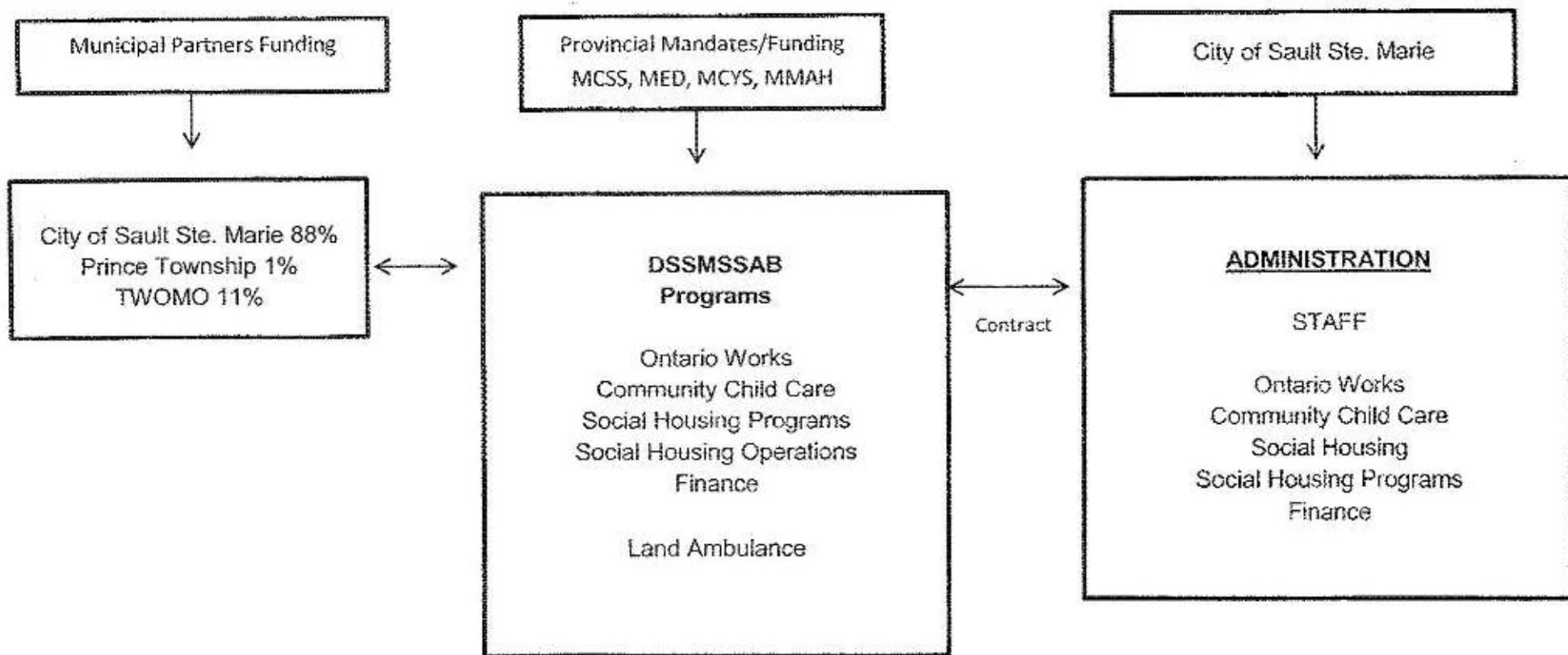
CITY CLERK SECTION:

City Council approval was received on _____

(date)

(By-law No.)

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD AND CITY OF SAULT STE. MARIE ROLES



(t)S

City of Sault Ste Marie
SOCIAL SERVICES DEPARTMENT
For the Nine Months Ending September 30, 2012

Department	September	YTD	YTD	Variance	Percentage	2011 Actual
		Actual	Budget		Budget-Rem	
REVENUE						
Fees and user charges	(\\$811,841.77)	(\\$6,638,195.58)	(\\$9,530,545.00)	(\\$2,892,349.42)	30.35%	(\\$7,740,737.45)
Government grants		(206,490.00)	(\\$220,785.00)	(\\$14,295.00)	6.47%	(\\$350,297.00)
Contribution from own funds			\\$0.00	\\$0.00	0.00%	(\\$45,446.15)
	<u>(\\$11,841.77)</u>	<u>(6,844,685.58)</u>	<u>(\\$3,751,330.00)</u>	<u>(\\$2,906,644.42)</u>	<u>29.51%</u>	<u>(\\$8,144,480.63)</u>
EXPENDITURES						
Salaries	656,879.74	4,390,129.77	\\$6,305,660.00	\\$1,975,530.23	31.03%	\\$5,740,517.33
Benefits	154,157.78	1,164,465.10	\\$1,686,915.00	\\$522,449.90	30.97%	\\$1,451,307.95
Travel and training	1,112.24	30,326.01	\\$90,300.00	\\$59,973.99	66.42%	\\$57,718.25
Vehicle allowance, maintenance and repairs	3,801.39	28,421.33	\\$44,365.00	\\$15,943.67	35.94%	\\$38,258.92
Utilities and Fuel	1,279.47	13,514.34	\\$26,000.00	\\$12,485.66	48.02%	\\$19,203.48
Materials and supplies	10,861.41	172,682.15	\\$351,990.00	\\$179,327.85	50.95%	\\$243,849.28
Maintenance and repairs	1,177.34	7,838.56	\\$18,600.00	\\$10,761.44	57.86%	\\$4,514.51
Rents and leases	(45.57)	188,539.58	\\$273,500.00	\\$86,960.42	31.80%	\\$222,856.82
Purchased and contracted services	5,968.90	84,807.13	\\$193,390.00	\\$108,582.87	56.15%	\\$144,091.73
Grants to others	4,375,792.50	16,927,079.00	\\$16,808,460.00	(\\$118,619.00)	(0.71%)	\\$16,369,989.00
Capital expense	7,452.32	62,245.61	\\$123,500.00	\\$61,254.39	49.80%	\\$165,263.59
	<u>5,217,236.52</u>	<u>23,068,028.58</u>	<u>\\$25,982,680.00</u>	<u>\\$2,914,651.42</u>	<u>11.22%</u>	<u>\\$24,457,570.86</u>
NET (REVENUE)/EXPENDITURE	4,405,394.75	16,223,343.00	\\$16,231,350.00	\\$8,007.00	0.05%	\\$16,313,090.23

**City of Sault Ste Marie
DSSAB CONTRACTED SERVICES
For the Nine Months Ending September 30, 2012**

Department	YTD		Variance	Percentage Budget-Ram	2011	
	September	Actual			Budget	Actual
REVENUE						
Fees and user charges	(\\$811,841.77)	(\\$5,957,087.58)	(\\$8,849,435.00)	(\\$2,892,347.42)	32.68%	(\\$7,740,737.45)
Government grants			(\\$14,405.00)	(\\$14,405.00)	100.00%	(\\$4,970.00)
	<u>(\\$811,841.77)</u>	<u>(\\$5,957,087.58)</u>	<u>(\\$8,863,840.00)</u>	<u>(\\$2,906,752.42)</u>	<u>32.79%</u>	<u>(\\$7,745,707.45)</u>
EXPENDITURES						
Salaries	641,759.12	4,299,638.10	\$6,250,965.00	\$1,950,926.90	31.21%	\$5,635,563.44
Benefits	151,307.37	1,142,721.47	\$1,660,625.00	\$517,903.53	31.19%	\$1,428,947.37
Travel and training	558.96	30,172.73	\$86,300.00	\$56,127.27	55.04%	\$56,639.41
Vehicle allowance, maintenance and repairs	3,601.39	28,421.33	\$44,365.00	\$15,943.67	35.94%	\$38,258.92
Utilities and Fuel	1,278.47	13,514.34	\$26,000.00	\$12,485.86	48.02%	\$19,203.48
Materials and supplies	10,114.47	145,924.37	\$247,749.00	\$101,815.63	41.10%	\$205,583.72
Maintenance and repairs	1,177.34	7,838.56	\$18,600.00	\$10,761.44	57.88%	\$4,514.51
Rents and leases	(45.57)	186,539.58	\$273,500.00	\$86,960.42	31.80%	\$222,856.82
Purchased and contracted services	4,860.72	54,197.72	\$134,645.00	\$80,447.28	59.75%	\$86,859.90
Capital expense	563.55	48,119.38	\$121,500.00	\$73,380.62	60.40%	\$47,279.88
	<u>615,275.82</u>	<u>5,957,087.58</u>	<u>\$8,863,840.00</u>	<u>\$2,906,752.42</u>	<u>32.79%</u>	<u>(\\$7,745,707.45)</u>
NET (REVENUE)/EXPENDITURE	3,434.05		\$0.00	\$0.00	0.00%	\$0.00

675

City of Sault Ste Marie
SOCIAL SERVICES OPERATIONS
For the Nine Months Ending September 30, 2012

Department	September	YTD	YTD	Variance	Percentage	2011 Actual
		Actual	Budget		Budget-Ram	
REVENUE						
Fees and user charges		(\$681,108.00)	(\$981,110.00)	(\$52.00)	0.00%	\$0.00
Government grants		(206,490.00)	(\$206,380.00)	\$110.00	(0.05%)	(\$353,327.00)
Contribution from own funds			\$0.00	\$0.00	0.00%	(\$45,446.18)
		(887,598.00)	(\$887,490.00)	\$108.00	(0.01%)	(\$398,773.18)
EXPENDITURES						
Salaries	14,120.62	90,491.67	\$115,095.00	\$24,503.33	21.38%	\$104,953.89
Benefits	3,150.41	21,743.63	\$26,290.00	\$4,546.37	17.29%	\$22,360.58
Travel and training	153.28	153.28	\$4,000.00	\$3,846.72	96.17%	\$1,078.84
Materials and supplies	746.94	26,737.78	\$104,250.00	\$77,512.22	74.35%	\$38,265.56
Purchased and contracted services	1,108.18	30,609.41	\$58,745.00	\$28,135.59	47.89%	\$57,231.83
Grants to others	4,375,792.50	16,927,079.00	\$16,808,460.00	(\$118,619.00)	(0.71%)	\$16,369,989.00
Capital expense	6,888.77	14,126.23	\$2,000.00	(\$12,126.23)	(606.31%)	\$117,983.71
	4,401,960.70	17,110,941.00	\$17,118,840.00	\$7,899.00	0.05%	\$16,711,883.41
NET (REVENUE)/EXPENDITURE	4,401,960.70	16,223,343.00	\$16,231,350.00	\$8,007.00	0.05%	\$16,313,090.23

5(g)

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

2012 11 05

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Madison Zuppa - Engineering & Planning Department**
Livable Cities Forum (Climate Change)
November 29 - 30, 2012
Hamilton, Ontario
Estimated total cost to the City - \$1,048.69
Estimated net cost to the City - \$1,048.69
2. **Don McConnell – Engineering & Planning Department**
Public Consultation and Engagement
November 7 – 8, 2012
Toronto, Ontario
Estimated total cost to the City - \$1,753.85
Estimated net cost to the City - \$1,753.85
3. **Kim Streich-Poser -- Social Services Department**
OW Director – Administrator AGM
November 15, 2012
Toronto, Ontario
Estimated total cost to the City - \$485.75
Estimated net cost to the City - \$485.75
4. **Patti Lebel – Social Services – Ontario Works Division**
ASI Advisory Committee Meeting
November 14, 2012
Toronto, Ontario
Estimated total cost to the City - \$485.75
Estimated net cost to the City - \$485.75

5. **Carla Fairbrother – Social Services – Child Care Division**

ECE Special Leadership Advisory Committee

November 14, 2012

Toronto, Ontario

Estimated total cost to the City - \$485.75

Estimated net cost to the City - \$0.00

6. **Matthew Caputo – Legal Department**

Municipal Freedom of Information & Protection of Privacy Workshop

Nov. 27 – 28, 2012

LaSalle, Ontario

Estimated total cost to the City - \$923.02

Estimated net cost to the City - \$923.02

7. **Nuala Kenny – Legal Department**

Municipal Law (Practice Primers & Contemporary Developments)

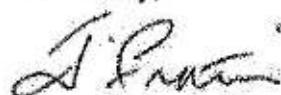
November 30 – December 1, 2012

Toronto, Ontario

Estimated total cost to the City - \$1,317.25

Estimated net cost to the City - \$1,317.25

Yours truly,



JMF:bb

Joseph M. Fratesi

Chief Administrative Officer

Peter A. Liepa
City Tax Collector



Finance Department
Tax & Licence Division

2012 11 05

Mayor Debbie Amaroso and
Members of City Council

RE: MPAC INFORMATION KIOSK- ABOUT MY PROPERTY™

PURPOSE

As part of the 2013 re-assessment update, MPAC had approached the City with regards to setting up an on-line application called About My Property™ within our Land Information area of the Tax Office. This application will provide taxpayers an opportunity to compare their property with others in their neighbourhood or within the city.

BACKGROUND

About My Property™ allows the property owner to gain a better understanding of their property assessment. The property owner will have the ability to access property assessment information, site information, and recent sales information on their property as well as other properties in the neighbourhood.

ANALYSIS

We plan to have this service available to the public on a trial basis to coincide with the delivery of the 2013 assessment notices on November 19th. We would however ask that property owners do bring their 2013 assessments notices with them when registering or accessing their account.

IMPACT

N/A

STRATEGIC PLAN

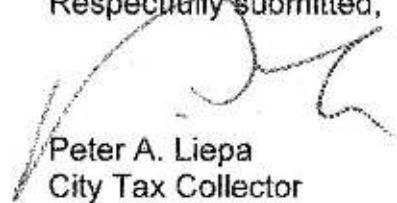
N/A

RECOMMENDATION

That the report of City Tax Collector concerning the MPAC Information Kiosk- About My Property™ be received as information.

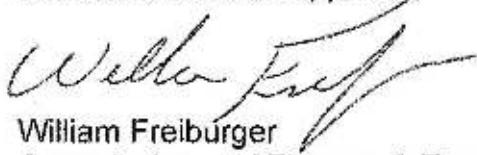
Page2

Respectfully submitted,



Peter A. Liepa
City Tax Collector

Recommended for approval,



William Freiburger

Commissioner of Finance & Treasurer

c.c. Bonnie Mick MPAC

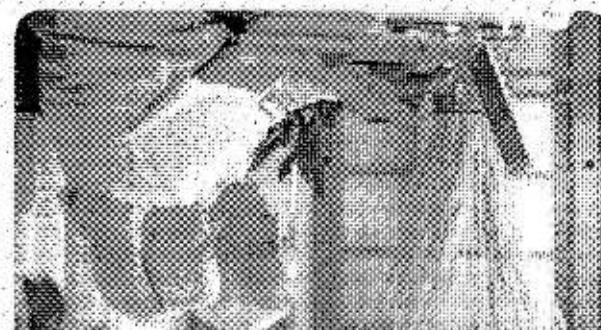


RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



About My Property™
FOR RESIDENTIAL
PROPERTY OWNERS



WHAT IS MPAC?

MPAC is a not-for-profit corporation funded by all property tax payers of Ontario. Our job is to accurately assess and classify your property in compliance with the Assessment Act and related regulations set by the Government of Ontario.

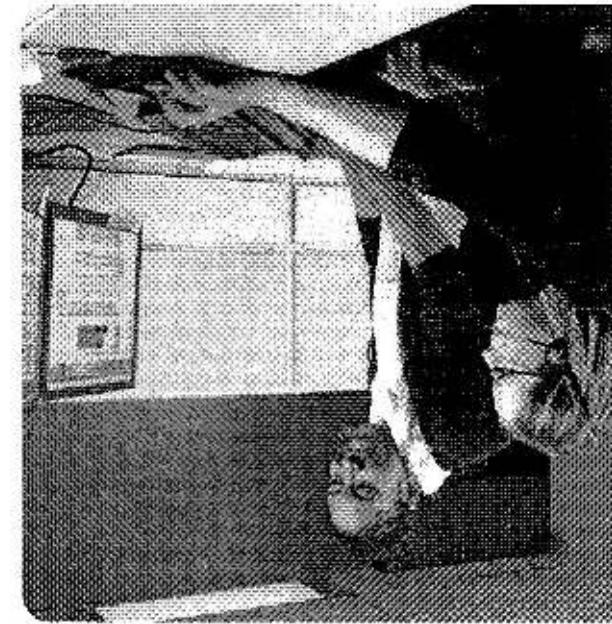
When you municipal property/local taxation authority sets property tax rates, your assessed value is used to determine your property taxes. To learn more about MPAC, or if you have questions about your property's classification or assessed value, please call us or visit our website.

If you have questions about your municipality/local taxation authority, please contact your municipality/local taxation authority.

Monday - Friday 8 a.m. - 5 p.m.
1 877 889-MPAC (6722) TTY
1 866 296-MPAC (6722)
1 866 297-6703
www.mpac.ca
www.mpac.ca
P.O. Box 9808
Markham ON M3S 5T9

hours

mpac

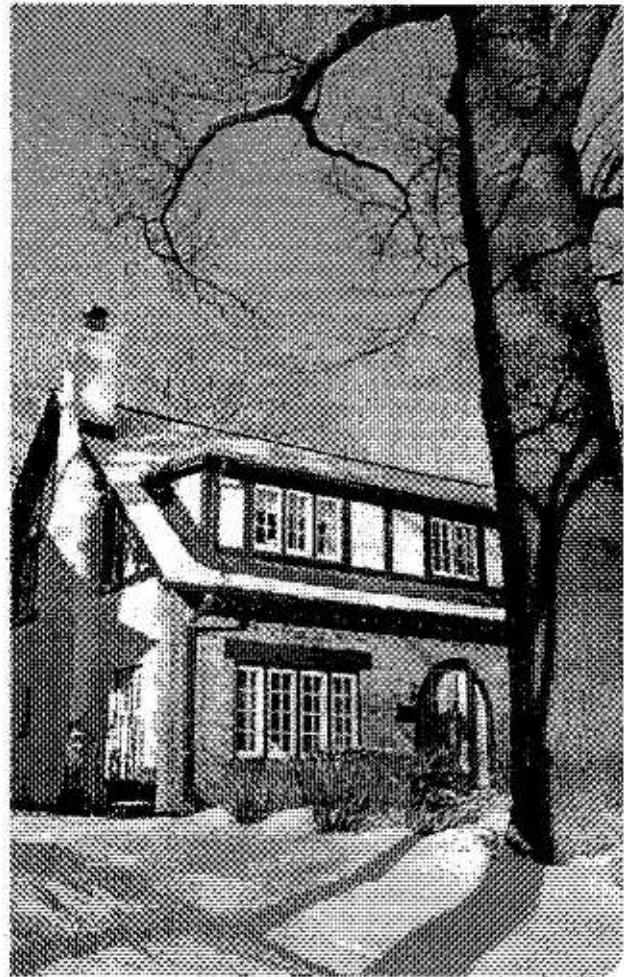


MPAC is committed to managing the selection, retention and development of personnel and non-personnel members in a manner which the requirements of the Assessment Act, the Ministry of Finance and the relevant legislation.

AboutMyProperty™ is a secure, online self-service application that provides MPAC's customers - the property tax payers of Ontario - with access to property assessment information, lot size and recent sales information on your property and other properties in your neighbourhood - free of charge.

As part of our commitment to property assessment excellence and outstanding service, MPAC has designed an online application called AboutMyProperty™ for customers who want to compare their property assessment with others in their neighbourhood or municipality.

PROPERTY ASSESSMENT EXCELLENCE.
OUTSTANDING SERVICE.



WHAT KIND OF INFORMATION CAN I GET THROUGH AboutMyProperty™?

You can view basic information such as lot size, dimensions and the Current Value Assessment for up to 100 properties in your neighbourhood through the AboutMyProperty™ map or address search.

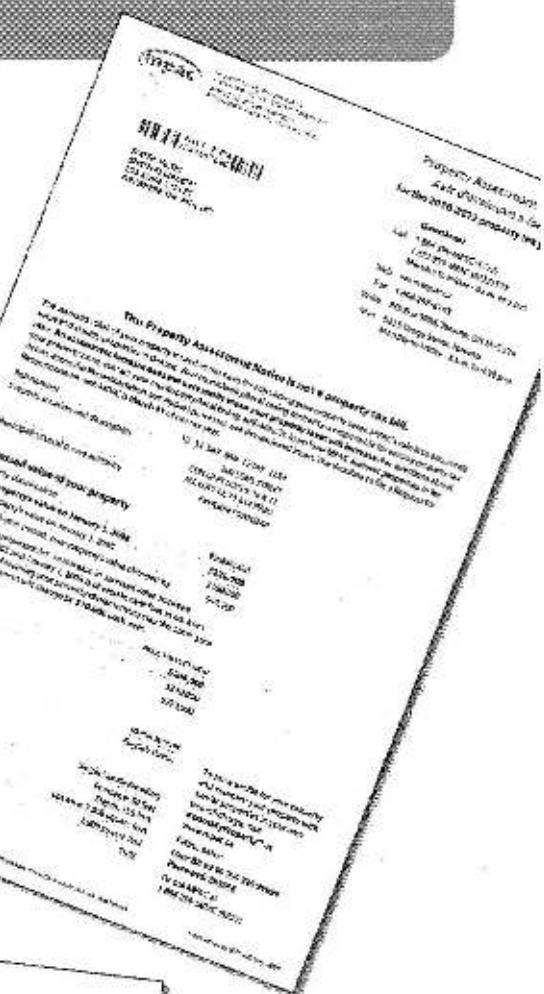
Once you have determined which properties are most similar to your own, you can request a Properties of Interest report on your property and up to 24 additional properties of your choosing. Your customized report will give you detailed information about your property and similar properties in your area so you can compare assessed values.

AboutMyProperty™ has been designed to give you easy access to all the information MPAC has on your property and similar properties in your neighbourhood so you can better understand your property assessment. We are committed to providing you with outstanding service. If a factual error has been made, call us and we will fix it.

The collage includes several screenshots of the AboutMyProperty™ website:

- A map showing property boundaries and user-defined areas.
- A "Property Details" page with fields for User ID, Password, and Address.
- A "School Report" page listing schools and their proximity to a property.
- A "Property Summary" page showing a property profile with a photo, address, and assessed value.
- A "Properties of Interest" report page listing multiple properties with their addresses and assessed values.

Don't have a computer? Visit one of our 32 local offices located across the province and one of our Customer Service Representatives will be pleased to assist you and give you lots of assistance.



WHO CAN USE AboutMyProperty™?

If you own a residential property in the province of Ontario, you can visit www.mpac.ca and access AboutMyProperty™. Information is also available for non-residential property owners. If you own more than one property, each property will have its own unique User ID and password.

Check your most recent Property Assessment Notice for your User ID and password or call us at 1 866 296-MPAC (6722) and one of our Customer Service Representatives will be happy to guide you through the registration process.

William Freiburger, CMA
 Commissioner of Finance
 and Treasurer

Finance Department



2012 11 05

Mayor Debbie Amaroso and
 Members of City Council

**RE: 2011 RESULTS UNDER THE MUNICIPAL PERFORMANCE
 MEASUREMENT PROGRAM**

PURPOSE

The 2011 results under the Municipal Performance Measurement Program prepared by Mr. Jacob Bruzas, CA, Financial Analyst is provided under separate cover.

BACKGROUND

Municipalities are required to prepare the attached information under the Municipal Performance Measurement Program.

ANALYSIS

Staff reviewed the City's Performance Measures in relation to other Northern Ontario communities and provided comment where appropriate.

IMPACT

N/A

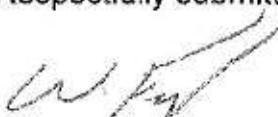
STRATEGIC PLAN

N/A

RECOMMENDATION

That the report of the Commissioner of Finance and Treasurer concerning 2011 results under the Municipal Performance Measurement Program be received as information.

Respectfully submitted,


 W. Freiburger, CMA
 Commissioner of Finance and Treasurer

WF/kl

attachment


 RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
 Chief Administrative Officer

56

William Freiburger, CMA
Commissioner of Finance
and Treasurer

Finance Department



2012 11 05

Mayor Debbie Amaroso
Members of City Council

RE: NINE MONTH FINANCIAL REPORT TO SEPTEMBER 30, 2012

PURPOSE

The 2012 Nine Month Financial Report to September 30, 2012 is provided under separate cover.

BACKGROUND

The report is prepared annually for the information of Council.

ANALYSIS

Overall, for the nine months of 2012, departments are trending to be on budget.

The following issues are highlighted with an estimated annual variance from the 2012 budget provided.

We estimated about \$450,000 of additional revenue for supplementary taxes.

We estimated Casino Revenue will be \$150,000 under budget and we will address this in the 2013 budget.

Monetary issues such as insurance claims and fuel costs may fluctuate during the fourth quarter due to external circumstances.

The 2012 budget includes \$1,000,000 of revenue from the 2011 surplus. If a surplus is not generated in 2012, additional revenues or expenditure reductions will be required to replace this revenue source in the 2013 budget.

-More-

5(j)

Nine Month Financial Report to September 30, 2012

2012 11 05

Page 2.

IMPACT

Staff will continue to review operations and another report will be provided after the December 31, 2012 results are finalized.

STRATEGIC PLAN

Not Applicable.

RECOMMENDATION

That the report of the Commissioner of Finance and Treasurer concerning Nine Month Financial Report to September 30, 2012 be received as information.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

attachment

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT

Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

5(k)

November 05, 2012

Mayor Debbie Amaroso and
Members of City Council

2011 ESSAR CENTRE ANNUAL REPORT

PURPOSE

The purpose of this report is to provide information on the Essar Centre's 2011 operations.

BACKGROUND

Attached is the 2011 Annual Report that has been developed by Community Services Department, Community Centres Division staff.

ANALYSIS

This section is not applicable to this report.

IMPACT

The attached report outlines in detail the impact to the budget and also areas outside of the Corporation such as the tourism sector.

STRATEGIC PLAN

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

RECOMMENDATION

That the report of the Commissioner Community Services concerning the Essar Centre 2011 Annual Report be received as information.

Respectfully submitted,

Nicholas J. Apostle
Commissioner Community Services

Attachment

RECOMMENDED FOR APPROVAL

Joseph M. Freteau
Chief Administrative Officer



2011 Annual Report

Table of Contents	Page
A. Descriptive Overview	3
B. Event Recap	7
C. Revenue/Expense Statement	8
D. Economic Benefits	11
E. Revenue/Expenses from Soo Greyhounds Games	12
F. Operating Expense Recap	13

A. Descriptive Overview

1) Introduction

The Essar Centre is a state-of-the-art sports and entertainment centre with all of the amenities necessary to host a wide range of events including concerts, sporting events, conventions, and trade shows. As well, it is the venue for the Sault Greyhounds Hockey Club to operate out of.

In addition to serving as a sports and entertainment centre, the venue is also used as a community centre. Adult hockey, youth hockey, figure skating, and exercise walking are some of the other uses of the centre.

While it is important to keep the annual operating cost as low as possible, it is important to note that operating decisions take into account the broader economic impact events on the local economy. When events are held at the Essar Centre it is evident that additional retail, restaurant and lodging sales are generated in the community.

2) Economic/Social Benefits

While there has been, and will continue to be, an annual cost to operate the Essar Centre it is important to note the many social and economic benefits to the community.

According to Tourism Sault Ste. Marie's (TSSM) Economic Benefit formula, a visitor spends approximately \$150 per visitor per day (direct and indirect spending).

The Essar Centre is the flagship facility for marketing sporting events in Sault Ste. Marie. Combined with the John Rhodes Community Centre and other area arenas, multi-day sport tournaments are attracted to Sault Ste. Marie. It is estimated that a single three-day tournament with 40 teams could generate up to \$360,000 in economic benefits to the community.

Conventions boost the area's economy as well. The Essar Centre is easily converted to convention mode. The economic benefit of a single three-day convention with 2500 out-of-town visitors is approximately \$1,125,000.

In addition to the economic benefits, the social benefits of the Essar Centre are far reaching. The sporting and entertainment spectator events staged at the facility and the use of the facility as a community centre for sports and recreation, increase local quality of life and help attract new residents to the community.

3) Marketing and Events

Marketing activities focus on attracting a wide variety of events, making the necessary arrangements to plan, organize, and execute such events, and to ensure a high degree of customer service to event planners, promoters and most importantly the end user.

Quality, well-attended events are key to driving the facility's revenue streams. Facility rental fees, box office fees, food and beverage sales, and the facility's share of merchandise sales are all driven by successful events.

The budget for marketing is used to directly attract events as well as to develop the brand of the facility. A well-marketed facility increases its value and potential for naming and pouring rights. A facility website (www.essarcentre.ca) is maintained to promote the facility worldwide and to provide information to patrons.

We are also using social media such as Facebook and Twitter to market and keep in touch with our clientele.

4) Soo Greyhounds

According to the agreement with the Soo Greyhounds Hockey Club, the City is required to provide, at its cost, event staff at all Soo Greyhounds games. The event staff includes ushers, box office staff, facility attendants, food and beverage staff, and facility operators/maintenance staff. In addition, a supervisor is assigned to each game to oversee the event. Security services are contracted out to a private security firm and are also provided by the facility.

Facility revenue streams from Greyhounds game operations are governed by the contract revenue sharing schedule, which is part of the long term agreement with the club.

5) Food and Beverage Operations

The Food and Beverage operations are made up of five full-service concessions, a kitchen facility and several portable bars. Food service is also available upon request for smaller events in the Centre's fully-licensed Angelo Bumbacco Room and multi-purpose room. The financial goal of food service operations is to produce an "industry standard" operating profit to offset other facility operating costs.

6) Box Office Operations

The Essar Centre maintains a full-service box office and provides ticketing services including phone and internet sales to event promoters. The box office is also responsible for providing all of the Soo Greyhounds' season ticket and game day ticket sales.

Ticket sales fees offset some of the costs of this operation and some of the fees are allocated to a capital reserve account. The capital reserve account funds are reserved for future capital expenditures. In 2011 \$11,864 was deposited to this account.

7) Suite Holder Services

There are 13 suites in the Essar Centre as well as a larger Corporate Suite. The Corporate Suite easily accommodates 40 individuals and is rented for special events and Soo Greyhounds games. Revenue from this area is derived from lease fees, rental fees (Corporate Suite only), box office fees, ticket sales, and food and beverage sales.

8) Facility Maintenance Operations

Maintenance operations include managing the state-of-the-art building control systems and the maintenance and repair of the following:

- Refrigeration (ice making) plant
- Ice surface
- Air conditioning plant
- Ice re-surfacer
- Boiler equipment
- Roof top HVAC units
- Sound system

Facility maintenance duties are performed on a daily basis by the Facility Operators and Rink Attendants.

Maintenance and energy costs are difficult to control due to external conditions, but efforts are made to keep them in check as much as possible.

9) 2011 Financial Review

Attached is the facility revenue and expense statement, an estimated revenue and expense statement from Soo Greyhounds game operations (city share), a detailed listing of events, and information regarding previous years' annual operating costs.

The incremental ticket sales revenue sharing arrangement with the Soo Greyhounds (10% - 50%) clearly helps to keep the team viable, but once the lower thresholds have been surpassed, the City realizes a significant financial benefit. The 50% City revenue sharing threshold has not been achieved since 2008, when the Soo Greyhounds had several playoff games. City Share of Soo Greyhounds revenue in 2008 was approximately \$314,000; however it dropped to a low of just under \$100,000 the following year. The City Share of Soo Greyhounds ticket sales in 2011 was approximately \$140,000.

The Essar Centre Actual Net Operating Cost in 2011 increased by approximately \$90,000 compared to the 2010 cost of \$568,000. While the number of event days increased over the previous year the total revenue decreased. This was largely due to the event mix and the size and types of touring shows that drew smaller crowds than in 2010.

The Essar Centre also serves as a community centre, and as with other community centre arena operations, increasing costs cannot always be passed on. Ice rental rates are consistent with other City arena rates. These rates only cover a portion of the facility operating costs and there generally are no extra fees charged to user groups for the number of spectators in the facility. Additional cleaning and utility costs are absorbed by the maintenance budget.

B. Event Recap
2011 ESSAR CENTRE EVENT LISTING

EVENT	DATE	DAYS	TYPE
Steel City Hockey Tournament	January 6 - 9, 2011	3	Tournament
InterClub Figure Skating Testing	January 14 - 16, 2011	3	Tournament
Bring a Doctor Home	January 16 -19, 2011	4	Tournament
Bring a Doctor Home	January 21 - 22, 2011	2	Tournament
Bon Soo Concert	February 12th, 2011	1	Concert
OCAA Basketball	March 3 - 5, 2011	3	Sporting Event
Spring Expo	March 11 - 13, 2011	4	Special Event
NHL Alumni Game	April 6, 2011	1	Sporting Event
Larry the Cable Guy	April 19, 2011	1	Concert
3 on 3 Tournament	April 28 - May 1, 2011	4	Sporting Event
The Tournament	May 1 - 2, 2011	2	Sporting Event
Mens Legion Convention	May 7 - 11, 2011	5	Convention
Passport to Unity	May 15, 2011	1	Special Event
Burton Cummings	May 21, 2011	1	Concert
Sault College Convocation	May 26 - 27, 2011	2	Special Event
Sault Roller Derby	August 6, 2011	1	Special Event
Hap Ki Do (international)	August 11 - 15, 2011	5	Sporting Event
Sirius XM Concert	August 17, 2011	1	Concert
Puck N Pub (fund raiser)	August 26, 2011	1	Special Event
Walk of Fame	September 16, 2011	1	Special Event
Jerry Seinfeld	September 23, 2011	1	Concert
Wildcats Ball (fund raiser)	September 24, 2011	1	Special Event
Terri Clarke	October 12, 2011	1	Concert
Grey Power Curling	November 2 - 6, 2011	5	Sporting Event
Remembrance Day	November 11, 2011	1	Special Event
Super Subway Series (OHL)	November 14, 2011	1	Sporting Event
Greyhounds International Tournament	November 18 - 20, 2011	3	Tournament
Gordon Lightfoot	December 5, 2011	1	Concert
Tim Hortons Skate	December 23 & 31, 2011	2	Special Events
Greyhounds Games - 34	All Year	34	Sporting Event
Soo Thunderbirds	All Year	11	Sporting Event

Event Type	Total Days
Concert	7
Sporting Event	21
Greyhounds Games	34
Soo Thunderbirds	11
Convention/Special Event	19
Tournament	15
	107

C. Revenue/Expense Statement**2011 Income Statement**

		2011 Income Statement
Revenues		
Soo Greyhounds	\$	140,644.81
Ice Rental	\$	109,276.04
Naming Rights	\$	130,807.14
Pouring Rights	\$	32,000.00
Box Office Fees	\$	26,829.74
Sundry Shows	\$	29,198.06
Room Rentals - Other	\$	14,400.00
Suite Lease Fees	\$	113,195.97
Sale of Merchandise	\$	4,252.51
Advertising	\$	66,280.79
Facility Rental	\$	112,011.44
Credit Card Service Fee	\$	2,838.63
Capital Improvement	\$	11,863.95
Food Sales	\$	448,295.62
Alcohol Sales	\$	289,434.50
High School Hockey	\$	1,221.96
Sale of Marketing Merchandise	\$	1,220.00
Grants	\$	980.00
Sub Total	\$	1,534,751.16
Activity Expenses		
Casual Labour - Hounds/Sundry	\$	184,051.34
Benefits	\$	6,249.79
High School Hockey	\$	333.34
Sundry Show Expenses	\$	35,098.90
Miscellaneous Expenses	\$	17,168.38
Credit/Convenience Fees	\$	3,798.51
Cash Short	\$	-
Greyhounds Expense	\$	10,384.01
Sub Total	\$	257,084.27

Food and Beverage Expenses	
Casual Labour	\$ 223,282.23
Purchase for Resale - Food	\$ 216,902.37
Purchase for Resale - Alcohol	\$ 99,232.46
Laundry & Uniforms	\$ 3,072.96
Supplies	\$ 4,729.81
Misc	\$ 11,217.28
Equipment Maintenance	\$ 20,705.54
Soo Greyhounds Share	\$ 47,882.87
Cash Over	\$ 722.79
New Equipment	\$ 5,947.52
Benefits	\$ 16,682.92
Telephone	\$ 766.30
Sub Total	\$ 651,145.05
Operations Expense	
Casual Labour - Hounds/Misc	\$ 313,988.78
Benefits	\$ 79,538.03
Office Expense	\$
Mileage	\$ 373.26
Gasoline	\$ 1,805.68
Natural Gas	\$ 106,011.93
Water & Electrical	\$ 286,092.28
Miscellaneous	\$ 444.02
Uniforms	\$ 2,351.28
Operating Supplies	\$
Maintenance & Alterations	\$ 207,067.00
Telephone	\$ 1,616.35
Internet	\$ 1,510.00
Credit Debit Card Fees	\$ 9,747.61
Transfer to Reserve	\$
Transfer to Capital	\$ 40,000.00
Office Equipment	\$ 1,887.00
Arena Equipment	\$ 9,679.46
Consultants	\$
Advertising	\$ 10,829.60
Naming Rights	\$ 25,861.60
Pouring Rights	\$ 926.60
Sub Total	\$ 1,099,730.48

10-500-5140-6760
Capital Improvement Fund
to Reserves.

10-500-5140-6772
Repayment Video Score
Clock purchase.

Box Office Expense

Casual Labour	\$	45,894.79
Benefits	\$	3,513.29
Miscellaneous	\$	4,052.08
Operating Supplies	\$	459.76
Cash Short/Over	\$	106.49
Office Equipment	\$	928.99
Laundry & Uniforms	\$	-
Maintenance & Alterations	\$	-
Sub Total	\$	54,955.40

Marketing Expense

Miscellaneous	\$	36,188.99
Telephone	\$	1,530.04
Advertising	\$	525.00
Merchandise resale	\$	1,730.28
Sub Total	\$	39,974.31

Total Revenue	\$	1,534,751.16
Total Expenses	\$	2,102,889.51
Profit(Loss)	\$	-\$68,138.35 *

*2011 Budgeted Net
Operating Cost \$485,440.00

D. Economic Benefits

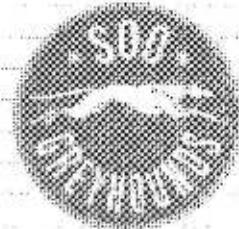
Sample Economic Benefits for types of Events Held at Essar Centre					
	# of Events	Visitors/Event	\$ Spent/day	# Days	Economic Benefit
Concerts/Events*	7	255	\$ 150.00	1	\$ 267,750.00
Sports Tournaments**	1	800	\$ 150.00	3	\$ 360,000.00
Conventions ***	1	2500	\$ 150.00	3	\$ 1,125,000.00

* Estimated economic benefit from annual special events

** Example of economic benefit of 1 hockey tournament with 40 out-of-town teams averaging 20 visitors per team

*** Sample economic benefit for 1 - 3 day convention

E. Revenue/Expenses from Soo Greyhounds Games



2011 Soo Greyhounds Estimated Income Statement

Revenues

Ticket Splits	\$	140,644.81
Advertising	\$	26,280.79
VIP Room Rental	\$	8,100.00
Revenue Sub Total	\$	175,025.60

Expenses

Labour	\$	110,233.50
Contract Security	\$	45,024.33
General Expense	\$	10,384.01
Season Ticket Maintenance Fee	\$	10,000.00
Box Office Additional Labour	\$	4,000.00
Maintenance Additional Labour	\$	5,600.00
Expense Sub Total	\$	185,241.84

Profit/(Loss) \$ (10,216.24)

Food and Beverage Revenue

Net Food and Beverage	\$	167,590.06
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Food and Beverage Expense

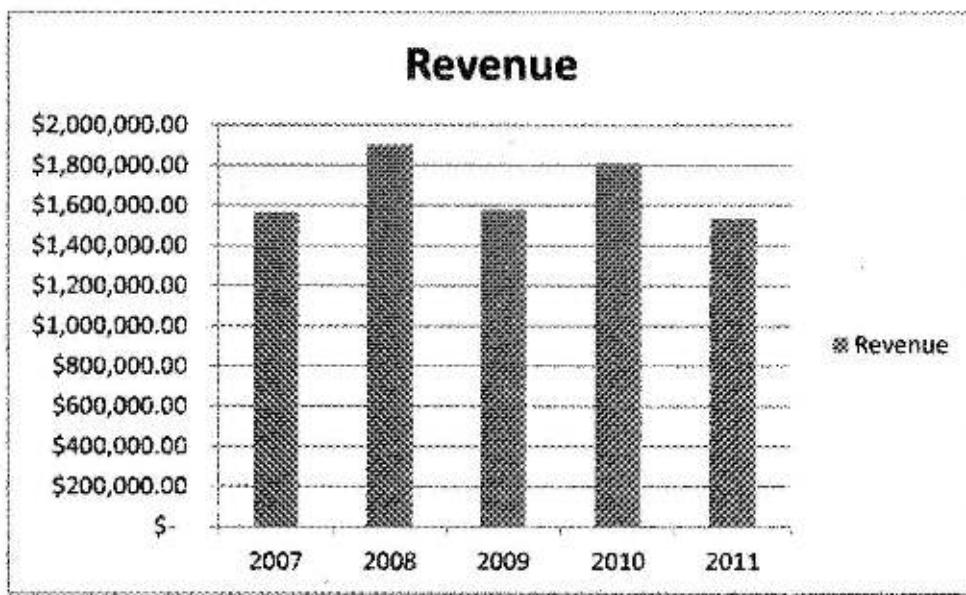
Greyhounds Food and Beverage Share	\$	47,882.87
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Food and Beverage Profit/(Loss) \$ 119,707.19

Final Estimated 2011 Greyhounds Profit/(Loss) \$ 109,480.95

F. Operating Expense Recap

	2007	2008	2009	2010	2011
Revenue	\$ 1,564,268.48	\$ 1,902,731.13	\$ 1,577,976.20	\$ 1,809,955.10	\$ 1,534,751.16
Activity Expense	\$ (371,214.17)	\$ (346,796.16)	\$ (298,945.82)	\$ (286,918.81)	\$ (257,084.27)
Operation Expense	\$ (893,843.25)	\$ (1,005,997.93)	\$ (1,062,193.07)	\$ (1,105,651.38)	\$ (1,099,730.48)
Food and Beverage Exp	\$ (684,634.63)	\$ (748,434.81)	\$ (601,396.64)	\$ (783,435.16)	\$ (651,145.05)
Box Office Expense	\$ (57,167.68)	\$ (62,168.53)	\$ (53,325.30)	\$ (59,218.31)	\$ (54,955.40)
Marketing Expense	\$ (44,822.73)	\$ (39,947.06)	\$ (41,828.12)	\$ (52,884.65)	\$ (39,974.31)
Profit/Loss	\$ (487,413.98)	\$ (300,613.36)	\$ (479,712.75)	\$ (478,153.21)	\$ (568,138.35)





57(1)

November 05, 2012

Mayor Debbie Amaroso and
Members of City Council

RENEWAL OF SAULT AMATEUR SOCCER ASSOCIATION AGREEMENT

PURPOSE

The purpose of this report is to request City Council's support for the renewal of a five (5) year agreement with the Sault Amateur Soccer Association (SASA), for the use of Strathclair Park, commencing on May 1, 2012 and terminating on April 30, 2017.

BACKGROUND

The City owns and operates Strathclair Park. SASA is the owner of the Strathclair Park field house which is in need of re-roofing.

Although there are two years remaining on the existing agreement, the Ontario Trillium Foundation, to which SASA have made application for their project, requires that the proponent – SASA – has an agreement in place with the City for at least five years.

The attached agreement details the roles and responsibilities of each party at Strathclair Park, to meet the needs of soccer. Updates to the agreement reflect developments and responsibilities as a result of the upgrades that have been made at Strathclair Park which include the irrigation system, players' shelters and requirements under the No Smoking By-Law 2003-7.

Sault Amateur Soccer Association is instrumental and the driving force in the development of soccer both recreationally and competitively in Sault Ste. Marie. They take a lead role in player & facility development. SASA has an ongoing commitment to the sport in our community and is a valuable partner with the City of Sault Ste. Marie in pursuit of sport excellence.

ANALYSIS

This section does not apply to the report.

5(1)

IMPACT

There is no budgetary impact. The field house, located at Strathclair Park, is owned and operated by SASA and supports the soccer play at the complex providing the necessary on-site amenities and support services.

STRATEGIC PLAN

There is no direct link to the Corporate Strategic Plan.

RECOMMENDATION

It is recommended that the report of the Commissioner Community Services concerning renewal of the agreement with the Sault Amateur Soccer Association to April 30, 2017 be approved.

The agreement and a by-law appear elsewhere in the agenda and are also recommended for approval.

Nicholas J. Apostle
Commissioner Community Services

jbcouncilsasa agreement nov 2012

cc: Legal Department

RECOMMENDED FOR APPROVAL

Linda M. Fratesi
Chief Administrative Officer

THIS AGREEMENT made in triplicate this th day of October 2012.

BETWEEN:

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

OF THE FIRST PART

-and-

THE SAULT AMATEUR SOCCER ASSOCIATION
Hereinafter called "SASA"

OF THE SECOND PART

WHEREAS the City is the owner of lands more particularly described in Schedule "A" attached hereto and hereinafter referred to as Strathclair Park;

AND WHEREAS SASA is the owner of a structure located on Strathclair Park and delineated in red on the map attached here as Schedule "B" and hereinafter referred to as the Field House;

AND WHEREAS both Strathclair Park and the Field House meet the City's desire to accommodate spectators and players who utilize Strathclair Park;

NOW THEREFORE the Parties hereto agree as follows:

1. TERM

- (a) This Agreement shall be in effect for a term of five (5) years commencing on May 1, 2012 and terminating on April 30, 2017 (the "Term").

2. FIELD HOUSE MAINTENANCE

- (a) SASA shall ensure that the Field House complies with all relevant laws and regulations, including but not limited to the *Ontario Building Code Act*, *Liquor Licence Act*, *Occupier's Liability Act*, and any relevant municipal by-laws at their sole expense.

- (b) SASA shall be responsible for the maintenance, upkeep and renovations of the Field House except the Concession Area. SASA

shall further be responsible for all costs, expenses and liabilities relating to the Field House except the Concession Area.

- (c) In the event that SASA fails to meet its maintenance requirements as set out in this Agreement in the City's sole view, the City may at its option effect the necessary maintenance, renovations or repairs and charge the cost of same back to SASA. Any such costs incurred by the City shall be payable by SASA immediately upon demand by the City.
- (d) SASA shall maintain, upkeep and repair the washrooms and change rooms areas located in the Field House at their sole expense. The City shall perform the day to day cleaning services for the Field House, including the washroom and change room areas. The said cleaning services shall occur only during regular season play. The City shall keep the washroom facilities appropriately stocked with soap and paper products.
- (e) SASA shall monitor the Field House and ensure that the Field House is kept secure. SASA agrees that security and supervision of the Field House shall be the sole responsibility and expense of SASA.
- (f) Both SASA and the City shall appoint contacts from their respective organizations for emergency purposes.
- (g) SASA shall be solely responsible for any and all PUC charges supplying the Field House and the Concession Area. Upon payment of the aforesaid PUC charges by SASA to the PUC, SASA shall on an annual basis during the Term of this Agreement provide the City with all necessary documentation to permit the City to calculate the PUC charges incurred by the City for its use and operation of the Concession Area. The City shall thereafter promptly reimburse SASA for the PUC charges incurred by the City for its use and operation of the Concession Area on an annual basis.

3. CONCESSION AREA

- (a) The City shall have the exclusive right to operate the Concession Area from the Field House located at Strathclair Park.

- (b) No food sales or other concessions shall be permitted on site at Strathclair Park without the prior written permission of the City. The City reserves the right to impose a charge calculated as a percentage of gross sales.
- (c) The City agrees to advance any profits from the concession sales to the Corporation of the City of Sault Ste. Marie Strathclair Park Development Account which is a reserve account for future capital expenditures.

4. TAXES

- (a) SASA shall be responsible for all taxes, including local improvements or other rates or levies of any kind or nature that may be levied or imposed on the Field House.

5. USE OF FIELDS

- (a) The City hereby permits SASA to utilize the soccer fields located at Strathclair Park during the Term, subject to the terms and conditions of this Agreement.
- (b) SASA agrees to use the soccer fields at Strathclair Park only for the uses as set out in the Facility Contract. Any breach by SASA of this Agreement or any provision of false or incorrect information by SASA to the City in seeking this Agreement will, in the sole discretion of the City, result in the immediate suspension and/or cancellation of this Agreement. All monies paid by SASA to the City may be retained by the City and applied towards any losses or damages incurred by the City as a result of the suspension and/or termination of this Agreement.
- (c) The City may permit community members other than SASA to use the soccer fields located at Strathclair Park. In the event that the City permits other community members to use the soccer fields at Strathclair Park, the City shall provide notice of the same to SASA.
- (d) SASA agrees to comply with any and all by-laws, policies, codes of behavior and regulations imposed by the City governing the use of the soccer fields located at Strathclair Park, and all applicable Federal and Provincial statutes and regulations at their sole expense.

- (e) SASA shall make all reasonable effort to ensure that players, participants and spectators use the fields and equipment in a manner fit for the appropriate purpose.
- (f) The City strongly recommends that SASA ensure all field users wear full CSA approved equipment as it applies to the sport of soccer.
- (g) SASA shall be responsible at their sole cost and expense for:
 - a. the set up of the soccer fields at Strathclair Park, other than any set up activities that have been specifically designated to be the responsibility of the City in this Agreement;
 - b. ensuring that the soccer fields located at Strathclair Park are left clean before departing Strathclair Park;
 - c. ensuring that no damage/vandalism at Strathclair Park occurs during its use of Strathclair Park; and
 - d. the supply of all rented or privately owned property and equipment necessary for their use of the soccer fields at Strathclair Park.
- (h) The parties hereto acknowledge and agree that SASA owns the player shelter structures located at Strathclair Park. SASA shall maintain, upkeep and repair the player shelter structures located at Strathclair Park. Further, SASA shall ensure that the player shelter structures comply with all relevant laws and regulations, including any relevant municipal by-laws at their sole expense.
- (i) SASA hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of Strathclair Park or any part thereof, including any ancillary equipment, facility, field or playing surface (the "Facility Infrastructure") for use by SASA. SASA acknowledges that prior to each and every use of Strathclair Park or any part thereof, it has carried out a complete inspection of Strathclair Park and the Facility Infrastructure to satisfy itself concerning the suitability of same for its proposed use and further, that it is using Strathclair Park and the

Facility Infrastructure on an "as is where is" basis on each occasion of use. In the event that the aforesaid inspection by SASA generates any concern as to the suitability of Strathclair Park for its use, SASA shall not use the Strathclair Park and shall report such concern(s) to the City immediately in accordance with the notice provisions set out in paragraph 21 of this Agreement.

- (j) The parties hereto acknowledge and agree that the City and SASA are each signatory to a Letter of Understanding re: Irrigation System dated May 4, 2006 (the "Letter of Understanding") which sets out the rights and obligations between SASA and the City for the installation and maintenance of an irrigation system at Strathclair Park. The Letter of Understanding is appended hereto as Schedule "A" to this Agreement. The parties hereto acknowledge and agree that the rights, obligations and responsibilities of the City and SASA regarding the Strathclair Park Irrigation System are as set out in Schedule "A" to this Agreement.

6. SOCCER FIELD MAINTENANCE FOR DESIGNATED SOCCER FIELDS

- (a) The City shall be responsible for field maintenance at the designated soccer fields at Strathclair Park, specifically grass cutting, repairing of field potholes and field lining.
- (b) The City shall erect soccer nets on junior and senior posts on or before Victoria Day of each year of this Agreement. The City shall remove the said nets at the end of the scheduled soccer season.

7. SCHEDULE AND FEES

- (a) SASA shall appoint a representative to work in conjunction with City staff to determine field schedule needs.
- (b) The City shall schedule all soccer play for the summer season beginning from Victoria Day and up to and including Labour Day of each year of this Agreement ("Term of Usage"). Any soccer play beyond August 31st requires the prior consent of the City. SASA acknowledges that it is the responsibility of SASA to ensure that its scheduling adheres to the Term of Usage as set out herein.
- (c) SASA's representative shall provide to the City all league schedules by the first Friday in May of each year of this Agreement.

The said schedules shall include the location, date and time of play. The City shall schedule practices on receipt of practice requests from SASA following the Schedule of league play if time permits and the appropriate field is available.

- (d) The City shall impose fees for the use of soccer fields in accordance with By-law 2002-242 and amendments thereto.
- (e) The City may pre-empt and terminate SASA's use of the fields at any time in order that the City may use Strathclair Park for a specific purpose, without liability to the City. Whenever possible, every effort will be made to give reasonable advance notice of pre-emption and termination.

8. CANCELLATION

- (a) SASA shall be permitted to cancel field time with seven (7) days written notice to the City.
- (b) When SASA is not able to utilize the fields due to inclement weather, SASA shall notify the City by the end of the calendar month of the unused field time.
- (c) When the City does not intend to prepare the fields due to inclement weather, the City shall notify SASA within three (3) hours prior to the booking start time that the soccer fields are unplayable.

9. LIGHTING

- (a) The field lights are the exclusive possession of SASA.
- (b) SASA shall be responsible for the maintenance, upkeep and repair of the field lights. SASA is further responsible for all operating, maintenance and charges related to the field lights.
- (c) In the event that SASA fails to maintain, upkeep and/or repair the field lights in the City's sole view, the City may at its option effect the necessary maintenance or repairs and charge the cost of same back to SASA. Any such costs incurred by the City shall be payable by SASA immediately upon demand by the City.

10. WASTE AND NUISANCE

- (a) SASA agrees not to do or cause to be done, any action which would damage, waste, disfigure, or injure Strathclair Park or any part thereof, or otherwise cause a nuisance. Any such action to Strathclair Park by SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of Strathclair Park or any other matters under this Agreement shall be the financial responsibility of SASA to repair. SASA agrees that the City will immediately undertake all work that the City, in its sole view, deems necessary to repair Strathclair Park. Any costs incurred by the City to repair Strathclair Park for such waste and nuisance as set out in this paragraph shall be payable by SASA immediately upon demand by the City.

11. ALCOHOLIC BEVERAGES

- (a) SASA agrees to adhere to the conditions in all municipal by-laws, policies and regulations and the provisions of the *Liquor Licence Act* and regulations made thereunder. Without limiting the generality of the forgoing, SASA shall abide by all requirements in the City's Municipal Alcohol Policy. In the event of any inconsistency, the more onerous provision shall apply.

12. LOTTERY LICENSES

- (a) SASA hereby acknowledges and agrees that any type of lottery scheme, such as a raffle, requires SASA to obtain a lottery license. SASA shall have full responsibility to ensure that it has satisfied all requirements for any lottery scheme and shall be liable for all taxes, permits, licenses, costs or assessments of every nature and kind whatsoever resulting therefrom.

13. ADDITIONAL CHARGES

- (a) Any charges for extra clean up required after the use by SASA of Strathclair Park, in the sole view of the City, are payable by SASA immediately upon demand by the City.

14. NO SMOKING BY-LAW 2003-7

- (a) SASA shall be solely responsible for compliance with this by-law.

15. SUPERVISION

- (a) SASA shall be responsible for the conduct and supervision of all persons attending or participating in the permitted use at Strathclair Park and shall ensure that all regulations are observed. Vandalism, littering, abusive language, smoking, use of alcohol, or any other illegal activity, shall be deemed as just cause to cancel this Agreement. Activities must be restricted to the permitted area and the permitted use. Supervision is required for minors until the last participant has vacated the facility.

16. LOST, DAMAGED OR STOLEN ITEMS

- (a) The City is not responsible for loss or theft of clothing, equipment, personal belongings or vehicles of SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of Strathclair Park or any other matters under this Agreement.

17. INSURANCE

- (a) For the entire duration of the Term of this Agreement, SASA shall maintain at its sole expense, general liability insurance to the inclusive limit of not less than Two Million (\$2,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in connection with SASA's use of the Field House or Strathclair Park or any other matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City, but not including intentional acts of the City.
- (b) For the entire duration of the Term of this Agreement, SASA shall maintain at its sole expense, property insurance for the Field House, insuring the Field House on a full replacement cost basis.

- (c) Each insurance policy shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the City, confirming the above coverages are in effect for the Term shall be provided to the City on or before April 1st of each calendar year.
- (d) SASA acknowledges and agrees that the City may require additional proof of insurance for tournament play.
- (e) The taking out of insurance shall not limit SASA's liability under this Agreement. SASA acknowledges and understands that liability insurance coverage responds only for the use of Strathclair Park and the Field House for the purpose(s) as specified in this Agreement.
- (f) SASA shall provide evidence of alternate insurance coverage for any use of Strathclair Park and the Field House for a non-sanctioned event.

18. LIMITED LIABILITY AND RELEASE

- (a) SASA hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and SASA further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to SASA or to anyone for whom SASA may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by SASA or any of SASA's permitted invitees, guests or participants in relation to or in connection with SASA's use of the Field House or Strathclair Field or any other matters under this Agreement except where the action, claim, demand, cost, loss or expense was caused or contributed to by an intentional act or independent negligence of the City.

19. INDEMNITY

- (a) SASA shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense 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 SASA's use of Strathclair Park or the Field House or any others matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City.

- (b) SASA shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Field House, 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 SASA with such Laws, By-Laws, Rules and Regulations.
- (c) SASA shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Field House.

20. DEFAULT AND TERMINATION

- (a) In the event of default the City may, at its option, terminate this Agreement. The following events constitute default:
 - (i) if SASA makes a material misrepresentation to the City in connection with this Agreement;
 - (ii) if SASA becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
 - (iii) if a receiver is appointed over any of SASA's property or undertakings; or
 - (iv) a material breach of this Agreement.
- (b) SASA shall, at its sole expense, promptly remove all rented or privately owned property and personal effects from Strathclair Park at the end of the Term of this Agreement or upon earlier termination

of this Agreement. In the event that SASA fails to promptly removal all rented or privately owned property and personal effects from Strathclair Park as set out herein, SASA acknowledges and agrees that the City may remove same and all charges for such removal shall be payable by SASA immediately upon demand by the City. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.

- (c) Paragraphs 2, 4, 5(b)(g)(h)(i)(j), 9(d), 10, 12, 15-18, and 19(b) of this Agreement survive the termination of this Agreement.

21. NOTICE

- (a) Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering, mailing or e-mailing the notice to The Corporation of the City of Sault Ste. Marie, Community Services Department, 99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5N1 and to Sault Amateur Soccer Association, 316 Elizabeth Street, Sault Ste. Marie, Ontario, P6A 6J3.
- (b) In the case of mailing the aforesaid notice, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing. If the notice is sent by e-mail, the notice shall be deemed to have been received on the same day that the e-mail was sent.

22. ASSIGNMENT

- (a) This Agreement shall not be assigned by SASA without the prior written consent of the City.

23. AMENDMENTS

- (a) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

24. ENTIRE AGREEMENT

(a) SASA acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and its Schedule, which constitutes the entire agreement between the parties concerning Strathclair Park and which may be modified only as set out in paragraph 23 above.

25. BINDING EFFECT

(a) The terms and provisions of this contract shall extend to and be binding upon and enure to the benefit of the parties hereto and their successors and, where permitted, assigns.

26. GOVERNING LAW

- (a) The parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals the 1st day of October, 2012.

SIGNED, SEALED and DELIVERED
In the presence to

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

SAULT AMATEUR SOCCER ASSOCIATION
Per:

PRESIDENT – NELSON SOARES

SECRETARY – DIANA JURKO

57(m)

Jerry D. Dolcetti, RPP
Commissioner

Madison Zuppa, MES
Environmental Initiatives
Coordinator



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2012 11 05

Mayor Debbie Amaroso and
Members of City Council

RE: ENERGY EFFICIENCY PROJECTS

PURPOSE

The purpose of this report is to request Council approval for energy efficiency projects at several municipal facilities.

BACKGROUND

PUC Services Inc. committed \$100,000 for energy efficiency projects as part of the implementation of the Downtown Development Initiative. Through the Initiative, only \$35,942 of approved funds were used leaving a balance of \$64,058. Even though the Downtown Development Initiative is currently complete, PUC Services Inc. advised that the City could utilize the remainder of the funds as long as they are directed to energy efficiency projects.

ANALYSIS

Staff discussed potential projects that could be completed. The Environmental Initiatives Coordinator was aware that the existing lighting technology in the Steelton and Bay Street Senior Drop-In Centres was in need of an upgrade (T12 to T8) and the Sault Ste. Marie Museum had previously submitted a supplementary budget request for occupancy sensors for their display areas. Given that these facilities are located in or near the downtown, they fit with the original intent of the funds. Staff proposed these projects to the Green Committee on September 27, 2012, and the Committee agreed that the projects would be suitable.

IMPACT

The cost of the lighting upgrade at the Steelton Senior Drop-In Centre is approximately \$15,000; Bay Street Senior Drop-In Centre is approximately \$15,000; and Sault Ste. Marie Museum is approximately \$13,000.

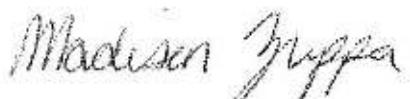
STRATEGIC PLAN

Energy efficiency upgrades at the Steelton and Bay Street Senior Drop-In Centres and Sault Ste. Marie Museum are not specifically identified in the Strategic Plan, but fit with Objective 1C – Property Management and Development. These projects also support the City's mission and vision statements, as well as corporate values like environmental stewardship.

RECOMMENDATION

The Engineering and Planning Department recommends that the \$64,058 from the CIP Electrical Reserve be allocated to complete energy efficiency upgrades in municipal facilities, including those at the Steelton and Bay Street Senior Drop-In Centres and the Sault Ste. Marie Museum.

Respectfully submitted,

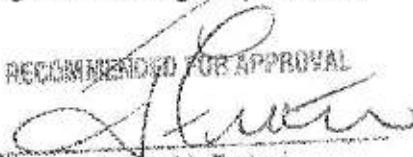


Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department



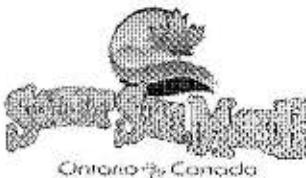
RECOMMENDED FOR APPROVAL
Fratesi

Joseph M. Fratesi
Chief Administrative Officer

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL
DEPARTMENT

Celebrate 100!
1912 - 2012*

File No. R1.11

2012 11 05

Mayor Debbie Amaroso and
Members of City Council

RE: FURTHER INFORMATION REGARDGING BANNING WILD AND EXOTIC ANIMAL ACTS

PURPOSE

The purpose of this report is to provide Council with additional information regarding the banning of wild and exotic animal acts and to recommend that Council take no action at this time.

BACKGROUND

On October 22, 2012 City Council accepted a report from the Solicitor/Prosecutor providing information regarding banning wild and exotic animal acts from performing in the City of Sault Ste. Marie. The report outlined various issues that would arise should such a by-law be challenged in court. At that meeting, a Notice of Motion was filed by Councillor Sheehan providing additional information regarding this issue. The material included the Town of Coburg by-law 59-2004, as well as a legal opinion paper written by Simon Shields, dated January 25, 2009. The motion requests the Legal Department create a by-law that restricts wild and exotic animal acts similar to the by-law passed in the Town of Coburg.

ANALYSIS

The opinion paper of Simon Shields outlines an argument that a by-law to restrict wild and exotic animal acts with the intention of protecting the animals falls within the jurisdiction of a municipal council. Bill 50 amends the Ontario Society for the Prevention of Cruelty to Animals Act (SPCA Act). The Bill specifically authorizes municipalities to pass by-laws for the protection of animals. It further states that if a municipal by-law is more restrictive than the SPCA Act, the by-

-more-

2012 11 05

Page 2

law supersedes the Act. This provision is intended to make the provisions in the OSPCA Act a minimum standard required. A by-law preventing all wild or exotic animal acts from performing in the City of Sault Ste. Marie is not protecting the welfare of animals. It is restricting an activity from taking place that involves animals. In order for it to be protecting the welfare of animals, it would have to be proven that all acts containing animals are harming the welfare of the animals. Many of these organizations that put on animal performances treat their animals as partners and meet the requirements set out in the OSPCA Act. These performances could not be shown to be harming the welfare of the animals since they have met the strict guidelines of the OSPCA Act.

The Town of Coburg's by-law excludes several types of animals including domesticated dogs, domesticated cats, domesticated horses and other farm animals. If the City of Sault Ste. Marie passes a similar by-law that allows some acts to take place while banning others, the by-law could be challenged on the basis of arbitrariness. Additionally, the by-law could be challenged on the basis that it infringes Freedom of Expression.

IMPACT

Not applicable.

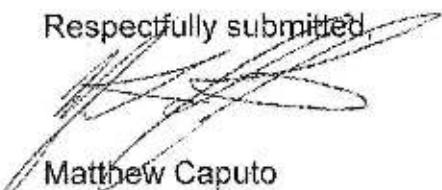
STRATEGIC PLAN

No impact on the strategic plan.

RECOMMENDATION

It is recommended that City Council take no action at this time.

Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

MC/cf
attachment(s)

Recommended for approval,



Nuala Kenny
City Solicitor

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(n)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL
DEPARTMENT

File No. R1.11

2012 10 22

Mayor Debbie Amaroso and
Members of City Council

RE: BANNING WILD/EXOTIC ANIMAL ACTS AND TRAVELLING ANIMAL CIRCUSES

PURPOSE

On May 28, 2012, City Council passed the following resolution moved by Councillor Sheehan and seconded by Councillor Myers:

"Whereas Cirque du Soleil show was thoroughly enjoyed by many residents of Sault Ste. Marie; and
Whereas Essar Centre staff were estimating that thousands of visitors would come to our City to see Cirque du Soleil Quidam; and
Whereas there are a number of traveling circuses that no longer use animal acts;
Whereas 29 municipalities across Canada have chosen to prohibit circuses that use animal acts;
Now Therefore Be It Resolved that the City Solicitor prepare a report on how City Council could enact a by-law that would prohibit circuses that use wild/exotic/travelling animal acts."

The purpose of this report is to respond to the above resolution and recommend that Council not enact such a by-law.

BACKGROUND

Previously, the City of Sault Ste. Marie has hosted various entertainment performances that utilized animal acts as a part of their shows. These performances received criticism for taking these animals out of their natural habitats, and for teaching them to perform tricks that they would not do in their

-More-

natural environment. There have also been claims of abuse of the animals during their training.

This issue was before Council in 2004. Council accepted the report by the Assistant City Solicitor which recommended that no action be taken by Council based on the fact that there was only one animal circus in the City at that time, and that they treated their animals humanely and with respect.

While in the past, wild/exotic animal acts and travelling animal circuses performed in Sault Ste. Marie, this is no longer the case.

ANALYSIS

In the early 2000's, the City of Windsor passed a by-law that restricted animal acts from performing in that City. The Windsor By-law was challenged and the matter was heard in the Superior Court of Justice in 2004. The judge declared the Windsor By-law unconstitutional and determined that it was outside of the jurisdiction of the City. In his decision, the Judge further determined that the showing of exotic animals in a circus-like show was "expression", and therefore the Windsor By-law infringed the right to "freedom of expression" guaranteed in the Canadian Charter of Rights and Freedoms (the "Charter").

A by-law that infringes a Charter Right may still be "saved" and thereby be maintained provided that it passes the Court's analysis under Section 1 of the Charter. With respect to the Windsor By-law, the Court determined that it did not satisfy the Section 1 requirements. The City of Windsor had advanced that the Windsor By-law was enacted to protect the safety of their citizens. The City of Windsor had argued that the exhibition of exotic animals could be dangerous to the people of Windsor. The Court found that this rationale was not supported by any evidence, specifically, there were no facts supporting injuries or deaths that were received by any patrons through their contact with circus animals. The Court found that the discussion at the Council Meeting that preceded the passing of the Windsor By-law focused on the protection of the animals themselves. The Court therefore declared the Windsor By-law to be in violation of the Charter. The City of Windsor did not appeal the decision nor attempt to pass another by-law.

Further, Norm Fera, Manager of Community Centres and Marine Facilities has stated that a general ban on animal acts could cause a problem attempting to entice performances to our City. Performances such as the RCMP Musical Rides, dog/cat shows, and other performances where animals are used would be restricted if such a by-law were passed by Council.

-More-

2012 10 22

Page 3

5(n)

Although the *Municipal Act* authorizes cities to pass by-laws respecting animals generally, it does not authorize municipalities to pass by-laws contrary to the Charter. A by-law prohibiting animal acts would violate the constitutional freedom of expression.

ATTACHMENT

I have attached a copy of correspondence from Kiwanis Club of Sault Ste. Marie, dated October 12, 2012.

IMPACT

Not Applicable.

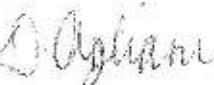
STRATEGIC PLAN

No impact on the Strategic Plan.

RECOMMENDATION

It is recommended that City Council take no action at this time.

Respectfully submitted,


Matthew Caputo
Solicitor/Prosecutor

MC/da
attachment

Recommended for approval,


Nuala Kenny
City Solicitor



NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL
DEPARTMENT

FILE NO.: P.4.6.440

2012 11 05

Mayor Debbie Amaroso
and Members of City Council

RE: SALE OF KORAH BRANCH LIBRARY – 496-504 SECOND LINE WEST

PURPOSE

The purpose of this report is to recommend to City Council to accept the offer of 1743503 Ontario Inc.'s purchase of the Korah Branch Library. 1743503 Ontario Inc. has offered the City \$186,000 and provided a \$10,000 certified cheque by way of deposit.

BACKGROUND

The City retained Royal LePage to market and sell the Korah Branch Library now that the library has relocated to the West End Community Centre. The City received a total of five (5) offers. Upon reviewing all of the offers, the numbered company provided the greatest bid with the least conditions. The bid exceeds the appraised value of \$168,000.

ANALYSIS

Each of the offers was carefully reviewed and considered by myself and the real estate broker. The offers were considered in light of the amount offered, as well as the deposit accompanying the documents and any conditions. The numbered

-more-

2012 11 05
Page 2

company made the highest offer, suggested an early closing date of November 30th and provided a significant deposit of \$10,000. The only condition on the offer is that the City ensure the existing oil tank is removed. The purchaser has indicated that it may remove the tank at the City's expense if that is more efficient.

IMPACT

There is a positive financial impact from the sale of this property. It is beneficial to close the deal soon so that the City is not burdened with the costs of maintaining the building over the winter months.

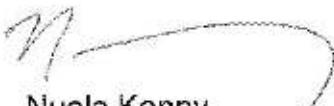
STRATEGIC PLAN

The sale of the Korah Branch Library is consistent with City of Sault Ste. Marie's corporate value towards fiscal responsibility.

RECOMMENDATION

It is recommended that City Council approve the sale of the Korah Branch Library to 1743503 Ontario Inc. for the purchase price of \$186,000.

Respectfully submitted,



Nuala Kenny,
City Solicitor
Legal Department
NK/da



RECOMMENDED FOR APPROVAL
Joseph M. Francis
City Administrator/Clerk

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL
DEPARTMENT

Celebrate 100!
1912 - 2012

File No. A-17-11-Z.OP

2012 11 05

Mayor Debbie Amaroso and
Members of City Council

**RE: RUSCIO INVESTMENTS INC. – QUEENSGATE BOULEVARD –
PLANNING APPLICATION - A-17-11-Z.OP AND 57T-11-501**

PURPOSE

On September 24, 2012, City Council defeated the following Resolution:

"Resolved that the report of the Planning Division dated 2012 09 24 concerning Application No. A-17-11-Z.OP and 57T-11-501 – filed by Ruscio Investments Inc. – 184 Queensgate Boulevard be received and that City Council permit the requested 94 unit Single Detached residential development subject to the 4 conditions contained in the report."

The purpose of this report is to advise Council that three (3) appeals have been filed regarding the above noted Planning Applications (the "Planning Applications").

BACKGROUND

The Planning Applications filed by Ruscio Investments Inc. ("Ruscio") sought the following with respect to the lands known municipally as 184 Queensgate Boulevard (the "Lands"):

- (a) Application No. A-17-11-Z.OP sought to amend the City's Official Plan by re-designating the Lands from Parks and Recreation to Residential;

-more-

2012 11 05

Page 2

- (b) Application No. A-17-11-Z.OP further sought to amend City Zoning By-law 2005-150 by amending the zone designation on the Lands from Parks and Recreation zone to Single Detached Residential zone; and
- (c) Application No. 57T-11-501 sought Council's approval of a draft plan for a ninety-four (94) lot subdivision on the Lands.

In defeating the above noted Resolution, Council denied the Planning Applications.

On Friday, October 5, 2012, the City Clerk's office received the following three (3) appeals filed by Mr. Robert Paciocco of Laidlaw, Paciocco, Spadafora Barristers & Solicitors, on behalf of Ruscio, namely:

- (a) An appeal of the City's decision to refuse the application for an amendment to the Official Plan, made pursuant to Section 22(7) of the *Planning Act*;
- (b) An appeal of the City's decision to refuse the application for an amendment to the City's Zoning By-law, made pursuant to Section 34(11) of the *Planning Act*; and
- (c) An appeal of the City's decision to refuse approval of the draft plan of subdivision for the Lands, made pursuant to Section 51(39) of the *Planning Act*.

The Notices of Appeal have been filed in accordance with the provisions of the *Planning Act*. Due to the volume of the appeals, copies can be viewed in the Legal Department.

The Legal Department will send a package of material to the Ontario Municipal Board (OMB) and in due course the OMB will set a hearing date for the appeals if the OMB decides that the issues raised in the appeals warrant a hearing.

ANALYSIS

As previously noted, the appeals are voluminous. It cites numerous grounds including various studies and assessments as well as a noise feasibility study that support the Planning Applications.

IMPACT

The appeals will be argued by in-house staff. As such the financial impact is nominal.

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2012 11 05

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STRATEGIC PLAN

Not applicable.

RECOMMENDATION

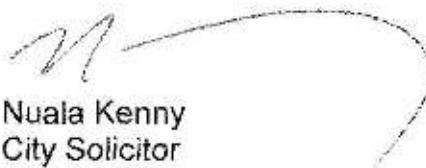
It is recommended that Council accept this report as information so that the matter may be referred to the OMB.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

MBS/cf

LEGAL\STAFF\ZONING\OMB\Ruscio Investments OMB\ COUNCIL REPORT ADVISING OF APPEAL.DOC

RECOMMENDED FOR APPROVAL

Joseph M. Frestas
Chief Administrative Officer

MEMORANDUM

TO: CITY OF SAULT STE. MARIE
MAYOR AND COUNCILLORS

FROM: H. J. BRIAN CURRAN, PRESIDENT & C.E.O.
PUC INC.

DATE: October 30, 2012

SUBJECT: 2012 THIRD QUARTER SHAREHOLDER REPORT

Attached are the third quarter Shareholder Report for the period July 1, 2012 to September 30, 2012 and unaudited financial statements for the month of September.

I will be available to answer any questions on the report at the November 5, 2012 council meeting.

If you have any questions prior to the council meeting, please do not hesitate to call me at 759-6538.



H. J. Brian Curran, President & C.E.O.

c.c. City of Sault Ste. Marie, C.A.O.

Attachments: 1. 2012 Third Quarter Report
2. Summary of Operations ending September 30, 2012

PUC INC. & PUC SERVICES INC. 2012 THIRD QUARTER REPORT

PUC SERVICES

There were no lost time accidents during the third quarter of 2012. As of the end of September we had achieved 331 days without a lost time injury.

The two city wastewater treatment plants remained in compliance with provincial requirements during the past quarter.

The three solar generation sites produced 119.8 MWh of electricity in the third quarter, 9.2% above budget. However, on a year-to-date basis output is 6.1% below budget due to the low amount of sunshine during the winter months.

PUC DISTRIBUTION

Electricity consumption was up 8.4% in the third quarter compared to 2011. The higher consumption was due primarily to a combination of a higher penetration of air conditioning load and hotter summer weather. Year-to-date consumption was up 0.8%. A system peak demand of 104.6 MW was recorded on July 4th for the period. Just over 50% of the load was supplied by local renewable power generation. The 2011 peak was 101 MW and occurred on July 18th.

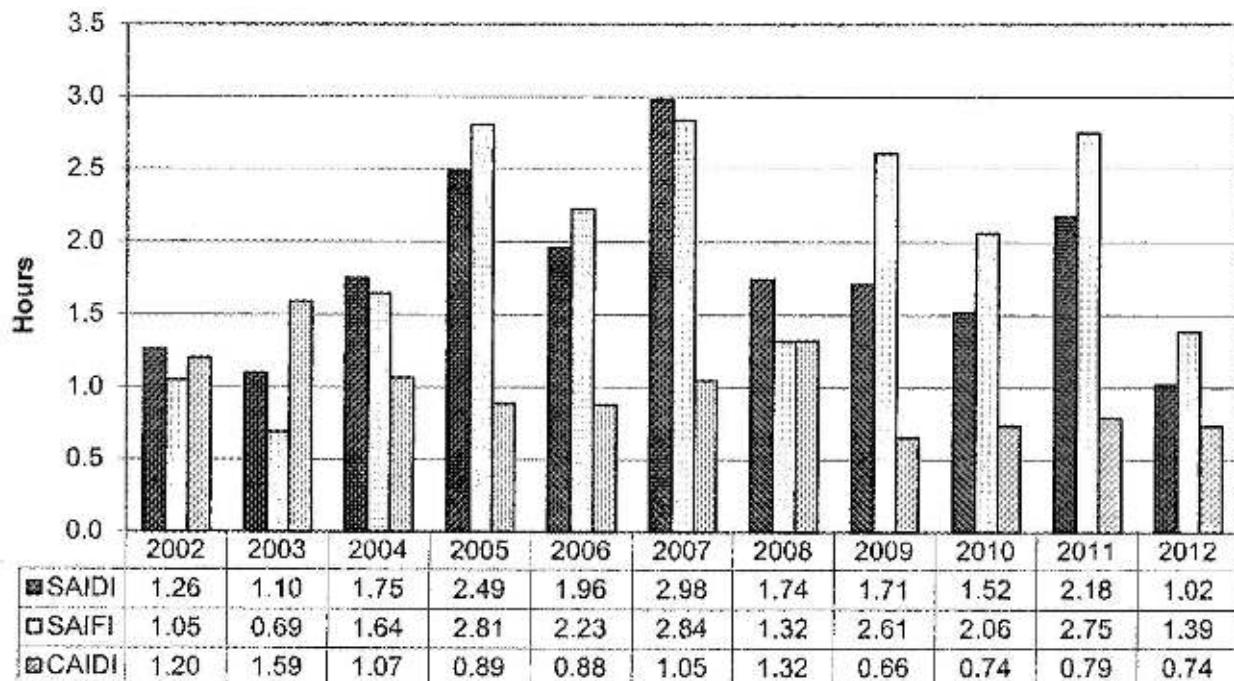
The OEB issued a rate order to PUC Distribution for the recovery of ongoing and historical costs associated with the introduction of smart meters. Up until the rate order only a portion of smart meter costs were being collected from ratepayers. As of August 1st a residential customer bill increased by \$3.03 per month and a small General Service customer paid \$18.48 per month more. These recoveries are in customer rates until April 30, 2013.

Outage frequency and duration for the period declined in the third quarter compared to the same period in 2011 and is significantly lower than in 2011 for the nine month period. The failure of a breaker at one of our transformer stations on August 31st caused an outage that affected approximately 11,000 customers. The majority of customers were back on line within an hour. The cause of the failure is still being investigated.

During the third quarter we began to integrate outage notifications from our smart meters with our GIS system that shows locations of equipment such as secondary conductors, transformers and customer premises. The value of this integration was demonstrated on two occasions in September. In one case an outage notification was received and a line crew dispatched to the location of the outage. Power was restored before the customer called the PUC office. In the other situation, a fuse failed on a section of primary line. When the outage notification came in from the smart meter system, our system operator was able to quickly identify the affected area and likely cause of the outage. The operator was able to provide the information to a line crew for quicker power restoration.

Construction of the new building remains close to schedule. Almost all of the administration area is enclosed and the roofs and outside walls of the remainder of the structure are in place. Substantial completion is scheduled for December 21, 2012.

**Reliability Indices - January 1 to September 30
(excluding Loss of Supply)**



WATER SYSTEM

Metered water consumption was up 11.2% compared to the third quarter in 2011 and up 1.8% year-to-date. A daily peak demand of 45,318 m³ occurred on July 11th. Last year the peak demand, which occurred on July 4th, was 39,208 m³. We had 15 watermain breaks over the past three months bringing the number of breaks to 56 for the year. Last year the number of breaks in the third quarter was 14 and in the first nine months, 98.

Two focus group sessions were conducted by the NORDIK Institute in mid July for the interval water meter project that is partially funded by the Green Municipal Fund. The purpose of the sessions was to determine attitudes towards water conservation in the City. Financial and other incentives coupled with education were identified as the main strategy for encouraging water conservation. Environmental benefits resulting from water conservation efforts were not seen as significant reasons for consumers to use less water.

Complaints related to taste, odour and discoloration continued to be tracked and recorded. Ipsos Reid has been selected to conduct a random survey of water customers to determine the acceptability of the municipal water supply. The company has extensive experience in designing and conducting surveys. The survey questions have been prepared and the telephone survey will be completed by mid December. A report from Ipsos Reid analyzing the results will be available in mid January.

The unidirectional flushing program that directs a high velocity flow of water to scour watermains advanced considerably over the past quarter. Once the program is suspended for the year, it is expected that one third of the distribution system will have been cleaned.

PUC TELECOM

To the end of September 73.2% of deficiencies that were identified prior to the sale of assets to Ontera have been corrected. We have until the end of 2013 to correct all deficiencies. Total cost to correct the deficiencies to date is \$151,263.

FINANCIAL STATUS

PUC Distribution's income for the third quarter was \$23,225 on revenues of \$6,007,100 compared to a forecasted loss of \$220,299 and revenues of \$3,939,650 in the budget. The third quarter of 2011 saw a loss of \$65,461 on revenues of \$3,572,879. The significant increase in revenue is the result of disposing of balances recorded in the smart meter regulatory accounts as directed the OEB. Expenses of \$5,983,851 were \$1,823,423 over budget. The variance is due to the offsetting entries for depreciation and fixed assets in the smart meter regulatory account. Income for the first nine months of the year was \$581,179, revenues \$13,664,602 and expenses, \$13,083,398; this compares to income of \$716,888, revenues of \$11,695,569 and expenses of \$10,363,711 in 2011.

PUC Telecom had no revenue as a result of the sale of assets to Ontera as of October 31, 2011. Expenses incurred to the end of the third quarter were for work to correct deficiencies in the telecom network identified prior to the asset sale.

PUC Services had net income of \$365,705 for the quarter compared to \$186,578 in the previous year and \$208,994 in the budget. Year-to-date PUC Services revenues of \$10,014,305 were \$325,521 under budget and \$144,749 less than in 2011. Expenses were \$757,690 under budget primarily due to lower than budgeted contract costs; net income was \$375,217, \$432,169 over budget.

Unconsolidated PUC Inc. revenue for the first nine months was \$1,721,424, which was received in the form of related party interest payments. Expenses of \$1,642,166 were primarily interest payable to the City. Net income was \$79,258.

The water utility had a net operating margin of \$400,834 for the quarter on revenues of \$4,140,947 compared to a margin of \$904,089 and revenues of \$4,030,795 in the budget. Revenues in 2011 were \$3,661,244 and the net operating margin was \$741,751. Year-to-date revenues were \$11,551,269, expenses were \$9,184,875 and net operating margin, \$2,366,394. This compares to revenues of \$10,171,941, expenses of \$8,258,048 and net operating margin of \$1,913,893 over the same period in 2011.

57(q)

PUC
QUARTERLY FINANCIAL SUMMARIES
September 30 2012



PUC Distribution Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending September 30 2012



	YTD Actual 2012	YTD Budget 2012	YTD Variance 2012	Annual Budget 2012
Revenue				
Distribution Revenue	13,017,206	11,177,244	1,839,962	15,441,056
Miscellaneous Revenue	647,395	689,580	(42,185)	827,550
Total Revenue	13,664,602	11,866,825	1,797,777	16,268,606
Cost of Power				
Cost of Power Revenue	44,740,352	49,189,977	(4,449,625)	66,472,943
Cost of Power Expense	44,740,352	49,189,978	(4,449,626)	66,472,943
Net Cost of Power	0	(0)	0	(0)
Operating Expenses				
	4,703,202	4,808,055	(104,852)	6,259,122
General and Administrative Expenses	3,284,073	3,085,348	198,725	4,166,443
Depreciation	3,462,547	2,475,000	987,547	3,300,000
Interest Expense	1,396,661	1,295,539	101,123	1,728,076
Payment in Lieu of Taxes	236,914	128,758	108,157	171,677
Total Expenses	13,083,398	11,792,699	1,290,699	15,625,317
CDM Program				
CDM Revenue	402,522	1,177,150	(774,628)	1,570,161
CDM Expenses	402,546	1,175,709	(773,163)	1,567,613
Total CDM Program	(24)	1,440	(1,465)	2,548
Income (Loss)	581,179	75,566	505,613	645,837

PUC Telecom Inc.



STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending September 30 2012

	YTD Actual 2012	YTD Budget 2012	YTD Variance 2012	Annual Budget 2012
Revenue				
Service Revenue	0	0	0	0
Miscellaneous Revenue	0	112,500	(112,500)	150,000
Total Revenue	0	112,500	(112,500)	150,000
Operating Expenses	85,405	161,907	(76,502)	194,800
General and Administrative Expenses	28,792	52,736	(23,945)	69,871
Depreciation	0	0	0	0
Interest Expense	112,233	109,454	2,780	144,018
Payment in Lieu of Taxes	11,898	0	11,898	0
Total Expenses	238,327	324,097	(85,770)	408,489
Income (Loss)	(238,327)	(211,597)	(26,730)	(258,489)

PUC Services Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending September 30 2012



	YTD Actual 2012	YTD Budget 2012	YTD Variance 2012	Annual Budget 2012
Revenue				
Contract Revenue	3,882,175	3,797,586	84,588	5,407,112
Management Fee Revenue	5,898,872	6,190,139	(291,267)	8,148,321
Miscellaneous Revenue	233,258	352,100	(118,842)	389,140
Total Revenue	10,014,305	10,339,826	(325,521)	13,944,573
Operating Expenses	3,320,908	3,759,596	(438,688)	4,987,503
General and Administrative Expenses	4,573,592	5,019,211	(445,619)	6,582,166
Depreciation	1,203,315	1,218,487	(15,172)	1,625,300
Interest Expense	399,479	399,483	(5)	532,638
Payment in Lieu of Taxes	141,794	0	141,794	0
Total Expenses	9,639,088	10,396,778	(757,690)	13,727,607
CDM Program				
CDM Revenue	120,582	0	120,582	0
CDM Expenses	120,582	0	120,582	0
Total CDM Program	0	0	0	0
Income (Loss)	375,217	(66,952)	432,169	216,967

PUC Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending September 30 2012



	YTD Actual 2012	YTD Budget 2012	YTD Variance 2012	Annual Budget 2012
Revenue				
Interest - Related Party	1,721,424	1,720,735	689	2,295,232
Miscellaneous Interest	0	7,899	(7,899)	10,000
Total Revenue	1,721,424	1,728,634	(7,210)	2,305,232
General and Administrative Expenses				
Interest Related Party	159,075	313,785	(154,710)	440,877
Payment in Lieu of Taxes	1,451,190	1,451,190	(0)	1,934,920
Total Expenses	31,901	0	31,901	0
Income (Loss)	1,642,166	1,764,975	(122,809)	2,375,797
	79,258	(36,341)	115,599	(70,565)

Public Utilities Commission of Sault Ste. Marie
STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending September 30 2012



Operating Revenue

Water Sales

Miscellaneous

Total Operating Revenue

Total Operating Expenses

Total General and Administrative Expenses

Depreciation

Interest Expense

Total Expenses

Net Operating Margin

	YTD Actual 2012	YTD Budget 2012	YTD Variance 2012	Annual Budget 2012
Water Sales	\$11,084,483	\$10,991,301	\$93,182	\$14,358,466
Miscellaneous	\$466,786	\$376,609	\$90,178	\$503,965
Total Operating Revenue	\$11,551,269	\$11,367,910	\$183,359	\$14,862,431
Total Operating Expenses	\$5,537,989	\$5,456,871	\$81,119	\$7,211,076
Total General and Administrative Expenses	\$2,218,322	\$2,349,290	(\$130,969)	\$3,132,311
Depreciation	\$1,350,000	\$1,350,180	(\$180)	\$1,800,000
Interest Expense	\$78,565	\$112,500	(\$33,936)	\$150,000
Total Expenses	\$9,184,875	\$9,268,841	(\$83,965)	\$12,293,387
Net Operating Margin	\$2,366,394	\$2,099,069	\$267,325	\$2,569,044

November 5, 2012 SSM/OLG Modernization Status Report

Focused Community Objectives with Respect to OLG Modernization:

- Retention and creation of lottery and gaming employment in Sault Ste. Marie;
- Development of a community based emerging Center of Excellence in lottery/gaming in SSM;
- Identifying, marketing and promoting the competitive advantages to the private sector in locating their Ontario lottery and gaming operations in Sault Ste. Marie;
- Undertaking a joint Sault Ste. Marie Economic Development Corporation, Sault Ste. Marie Innovation and City effort to ensure the most positive OLG Modernization outcome for the community;
- Maintaining a strong constructive working relationship with the Government of Ontario and the Ontario Lottery and Gaming Corporation focused on aligning SSM and OLG Modernization objectives through regular dialogue, a productive working relationship and deliverables.

Sault Ste. Marie OLG Modernization Strategy

- Retention of Head Office Jobs in Sault Ste. Marie;
- Attract private proponents to locate in Sault Ste. Marie;
- Exploration & development of Pilot Project between OLG & Sault Ste. Marie Innovation Center;
- Retention of Casino positions in Sault Ste. Marie

OLG Modernization Procurement Process

- Our understanding is the Gaming and Lottery procurement processes are proceeding as planned;
- Procurement of Gaming likely start within the next six weeks;
- Similarly, Lottery procurement process will also start in the next six weeks following behind the commencement of the game procurement process;
- Both processes will start with a request for pre-qualification (RFQ) followed by request for proposals (RFP).

Positive Dialogue and Working Relationship with OLG

- helping SSM better understand overall OLG priorities, focus and efforts, particularly in projecting forward potential future outcomes of the modernization process aligned with community opportunities & benefits;
- providing us information to help us build Sault Ste. Marie business case;
- commitment of senior OLG executives and staff to dialogue with SSM on a regular basis.

SSM/OLG Modernization Initiative Next Steps:

- Development of Sault Ste. Marie Business Case complemented by marketing, promotion and communication strategy;
- Identification of SSM/OLG pilot project opportunities and approaches for their implementation;
- Meeting with OLG at end of the month to discuss head office functions and pilot project opportunities.

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

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

2012 11 05

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-31-12-Z – filed by 1704608 Ontario Inc.

PURPOSE

The applicant 1704608 Ontario Inc. is requesting a Rezoning to permit a personal storage facility.

PROPOSED CHANGE

The applicant is requesting a Rezoning from "C4" (General Commercial) zone to "C4.S" (General Commercial) zone with a Special Exception to permit a personal storage facility as an additional permitted use.

Subject Property:

- Location – The subject properties are located on the southwest corner of Bruce and Wilson Streets.
- Size
 - 229 Bruce St. – L-shaped, 24m frontage on Bruce Street and 102m depth, totaling 0.36ha.
 - 237 Bruce St. – Irregular shaped, 72m frontage on Bruce Street, and 102m frontage on Wilson Street, totaling 0.64ha.
 - TOTAL AREA – 1ha (2.47acres)
- Present Use – Ontario License Bureau, Meyers Munchies, Repair & Maintenance Facilities and Vehicle Dealership
- Owner – 1704608 Ontario Inc.

BACKGROUND

In 1990 a three (3) year temporary By-law was approved to permit the manufacturing of polypropylene sheets used to absorb oil in chemical spills.

ANALYSIS

Conformity with the Official Plan

The subject properties are designated 'Commercial' on Land Use Schedule 'C' of the Official Plan. The Official Plan defines Commercial land uses as including 'personal or household service industries.' Therefore, the request to rezone the properties to allow a 'personal storage facility' conforms to the Commercial policies of the Official Plan.

The subject properties are not impacted by the Natural Resources or Constraints policies contained in the Official Plan.

Comments

The contiguous subject properties make up a 1ha (2.47a) block on the southwest corner of Bruce Street and Wilson Street. The properties are bounded by the rail right-of-way to the west and the former National Grocer's warehouse to the northwest, which is zoned "M2" (Medium Industrial) zone and supports a number of industrial uses, such as road transportation and warehousing, and an electronic waste depot. The subject properties are currently occupied by two (2) buildings which support a number of uses, including an Ontario Licencing Bureau, Meyer's Munchies and Northshore Sports and Auto, which is a vehicle dealership, including the sale and service of automobiles, snowmobiles, ATV's and other types of recreational vehicles.

Referring to the preliminary site plan, the applicants are proposing to locate approximately 63 storage units along the west and northwest property lines, with a 10m (30') driveway to provide access to the units. The units would be of a 'portable' nature, and placed directly onto the existing gravel base. Such units are very similar to those currently utilized at Bruce Street Storage, which is located very close to the subject property.

The proposed rezoning to permit a 'personal storage facility' is appropriate for this busy commercial/industrial area. A Personal storage facility is a fairly innocuous land use, with minimal off-site impacts such as traffic or noise. The layout of the storage units is such that the existing land uses on the subject properties will not be impacted.

Although this application includes two (2) separate parcels, they will effectively function as one. The preliminary site plan shows 7.5m (25') setbacks from the west and north lot lines. Where commercial properties abut one another, lot line to lot line development is permitted, however the applicants are reminded that Ontario Building Code fire separations still apply, and may warrant additional design work or a setback to achieve required separation.

Consultation

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Engineering, Accessibility Advisory Committee
- No objections/comments – Building Division, PWT, Fire Services, PUC Services, CSD, Municipal Heritage Committee, Conservation Authority, EDC

The attached correspondence from the Engineering Department notes that a storm water management plan must be submitted, and that post development flows shall not exceed pre development flows up to and including the 100-year storm. The subject properties are already subject to Site Plan Control. Prior to the issuance of a Building Permit, Site Plan Control will be utilized to ensure that among other things, a stormwater management plan is in place.

Correspondence from the Accessibility Advisory Committee speaks to the provision of accessible parking, ample lighting, and barrier free paths of travel. It is worth noting that there is no required parking associated with the personal storage units. At this point the applicants intend to house the office for the storage units within an existing building on the property, likely the Licence Bureau building. As previously mentioned, Site Plan Control exists on the subject properties, and the Accessibility Committee will have an opportunity to comment on the proposed Site Plan.

IMPACT

Approval of this application will not directly impact the Municipality's finances.

SUMMARY

A personal storage facility is an appropriate use of the subject properties, and given the preliminary layout, the proposed use should not impact the existing uses on the subject properties. The properties are subject to Site Plan Control and a Site Plan Agreement between the Owners and the City will be required prior to the issuance of a Building Permit. The Agreement will include matters pertaining to the exterior of the development, including but not limited to drainage, appropriate accessibility features, fencing, landscaping, paving and access points.

STRATEGIC PLAN

Approval of this application will not have an effect on any item in the City's Strategic Plan.

RECOMMENDATION

That City Council approve this application and rezone the subject property from "C4" (General Commercial) zone to "C4.S" (General Commercial) zone with a Special

(b)(6)(A)

Exception to permit 'Personal Storage Facilities', in addition to the uses permitted in a "C4" zone.

Respectfully submitted,



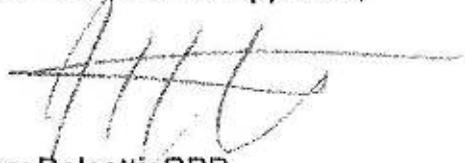
Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM/ps

attachment(s)



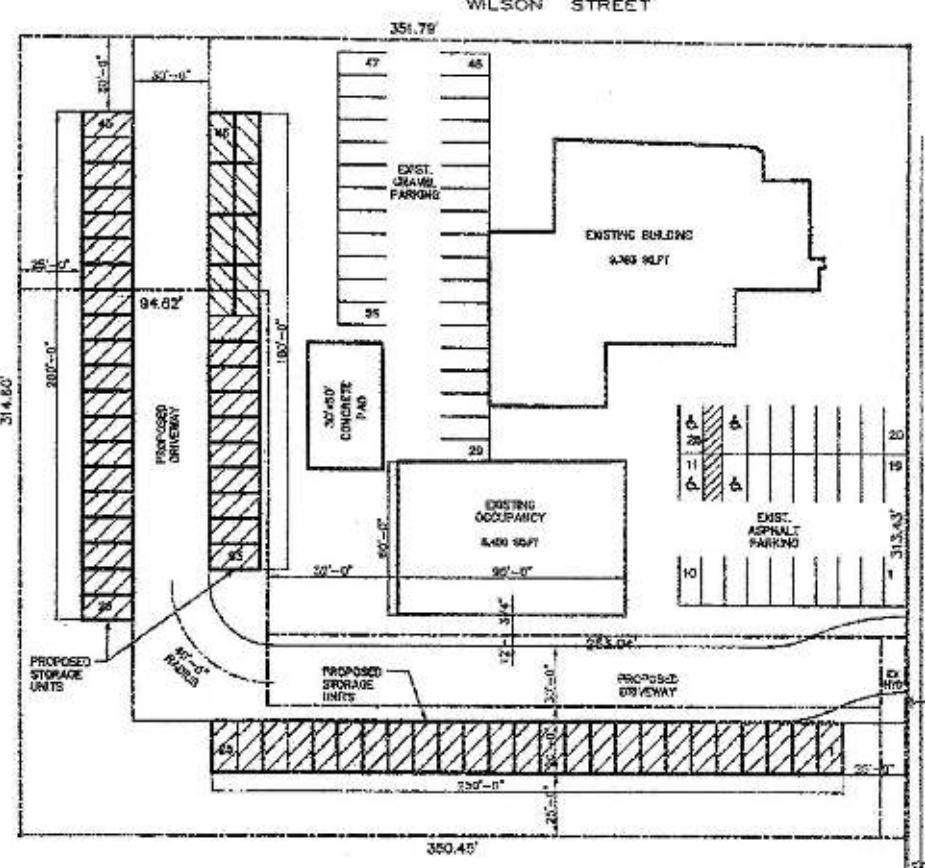
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Data\APPL\REPORT\31-12-Z.doc

EXIST. M2 ZONING

J14 BC



EX. 47 MM
EX. 350.45' OF 12' SAN

WILSON STREET

351.79



EXISTING ZONING C4
EXIST. BUILDING AREA 14,265 SFFT (1,373.4 m²)
REQUIRED FENCING 3.0 SPACES/100 m² = 48 SPACES (3 BARRIER FREE)
PROPOSED PARKING = 58 SPACES (4 BARRIER FREE)

PRELIMINARY

THIS PLAN IS TO OUTLINE PROPERTY
AND EXISTING MEASUREMENTS ONLY.
IT IS NOT A LEGAL DOCUMENT AS
MEASUREMENTS WILL CHANGE TO
ACCOMMODATE BUILDING ON SITE.
THE SURVEY WILL LEGALLY
INDICATE FINAL MEASUREMENTS.

SITE PLAN
SCALE: 1" = 60'-0"

CANADIAN PACIFIC RAILWAY
(99' RIGHT OF WAY)

CAIRNS ENGINEERING INC
145 INDUSTRIAL COURT "B" UNIT 3
SAULT STE. MARIE ONTARIO P6B 5Z9
PHONE - 705-254-7640 FAX -
705-254-2555

RECEIVED
MAY 2000
BY [Signature]

240220.DJN
W. J. JONES
DRAWN BY:
J. A. JONES
DATE: 2000-05-22
RE-LIST DATE:
PROJECT NO.: 3312-001

PROPOSED SITE PLAN
SIX WHEELERS
SALES/TITLE PLATES, INC

DRAWN BY:
SFC PLAN
PROJECT NO.: 3312-001
REVISED NO.: SP1

(d)(a)

Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2012 10 16

Our File: A-30-12-Z.OP

Donald B. McConnell, MCIP, RPP
Planning Director
Engineering and Planning Department
City of Sault Ste. Marie

Dear Mr. McConnell:

**RE: A-31-12-Z – 229 & 237 BRUCE STREET
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW**

The Engineering and Construction Division has reviewed the above noted application and provides the following:

- It is recommended that the subject properties be subject to Site Plan Control;
- A storm water management plan must be submitted to the satisfaction of the Commissioner of Engineering and Planning or his designate, and the Sault Ste. Marie Conservation Authority;
- Post development flows shall not exceed pre-development flows up to and including the 100-year storm;

If you have any questions, please contact the undersigned.

Yours truly,

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

Daniel Perri, EIT
Engineering Intern

c: Jerry Dolcetti, Commissioner, Engineering & Planning
Susan Hamilton Beach, P. Eng., Deputy Commissioner, PWT

(d)(a)



16 Oct 2012

Don McConnell
Planning Director
City Planning & Engineering Division

SUBJECT: REZONING APPLICATION REVIEW – A-31-12-Z 229 & 237
Bruce Street

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

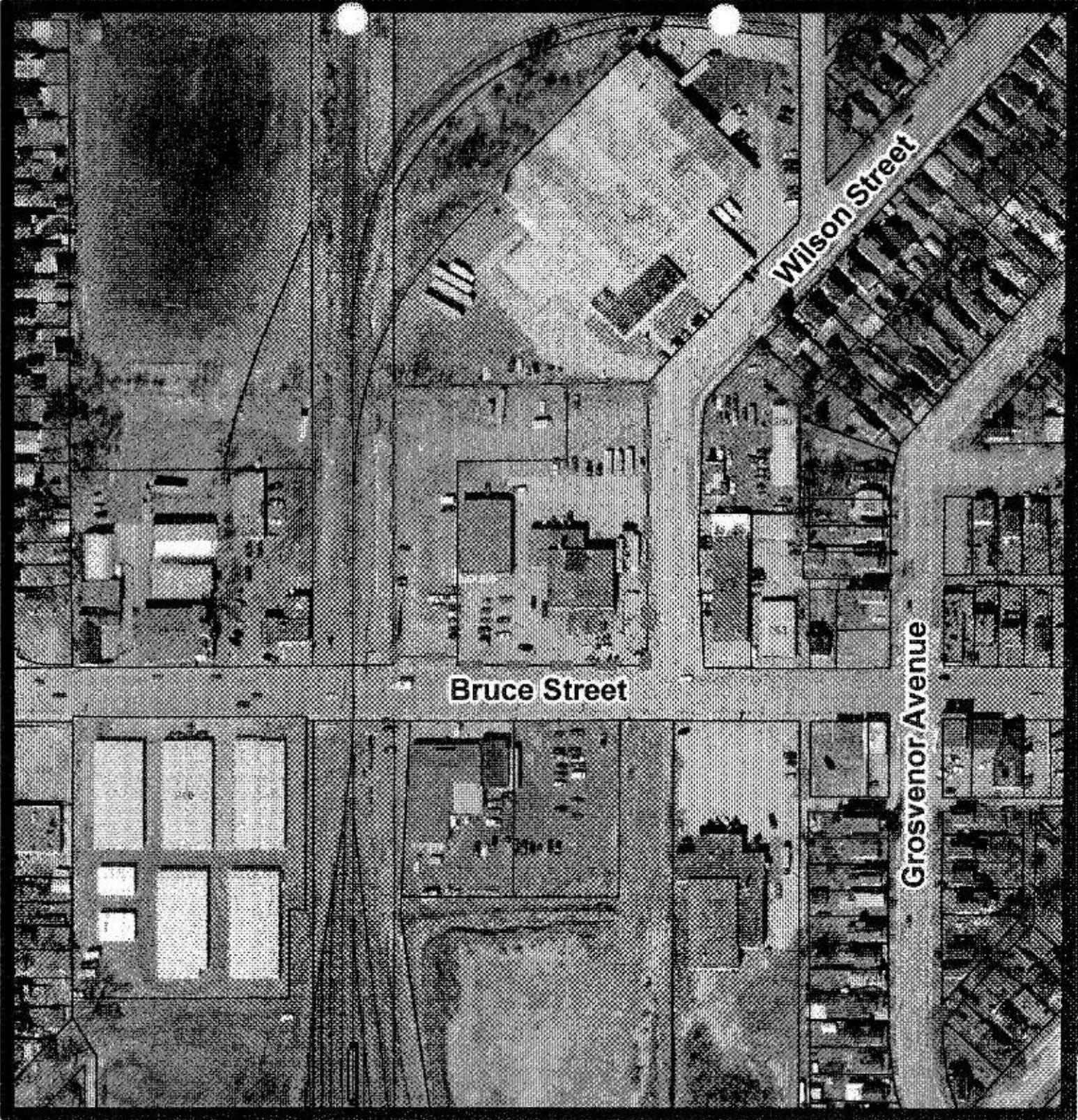
1. Parking: Provide at least one accessible parking spot clearly marked
2. Walkways & Sidewalks: Provide a barrier free path of travel.
3. Curb Cuts: Provide curb cuts as necessary.
4. Ramping: Keep at grade to ensure a safe path of travel or ensure that ramping is in compliance with Building Code.
5. Transit Access: Yes has transit access
6. Lighting: In accordance with the Illuminating Engineers Society of North America Standards
7. Signage: All signage should be clearly displayed
8. Other:

Thank you for your attention to these recommendations.

Yes We request a Site Plan

Sincerely,
Gerard Taylor
Chair, Site Plan Sub Committee
on behalf of The Accessibility Advisory Committee

2016R001



2012 ORTHO PHOTO

229 & 237 Bruce Street
Planning Application A-31-12-Z

Metric Scale
1 : 2000

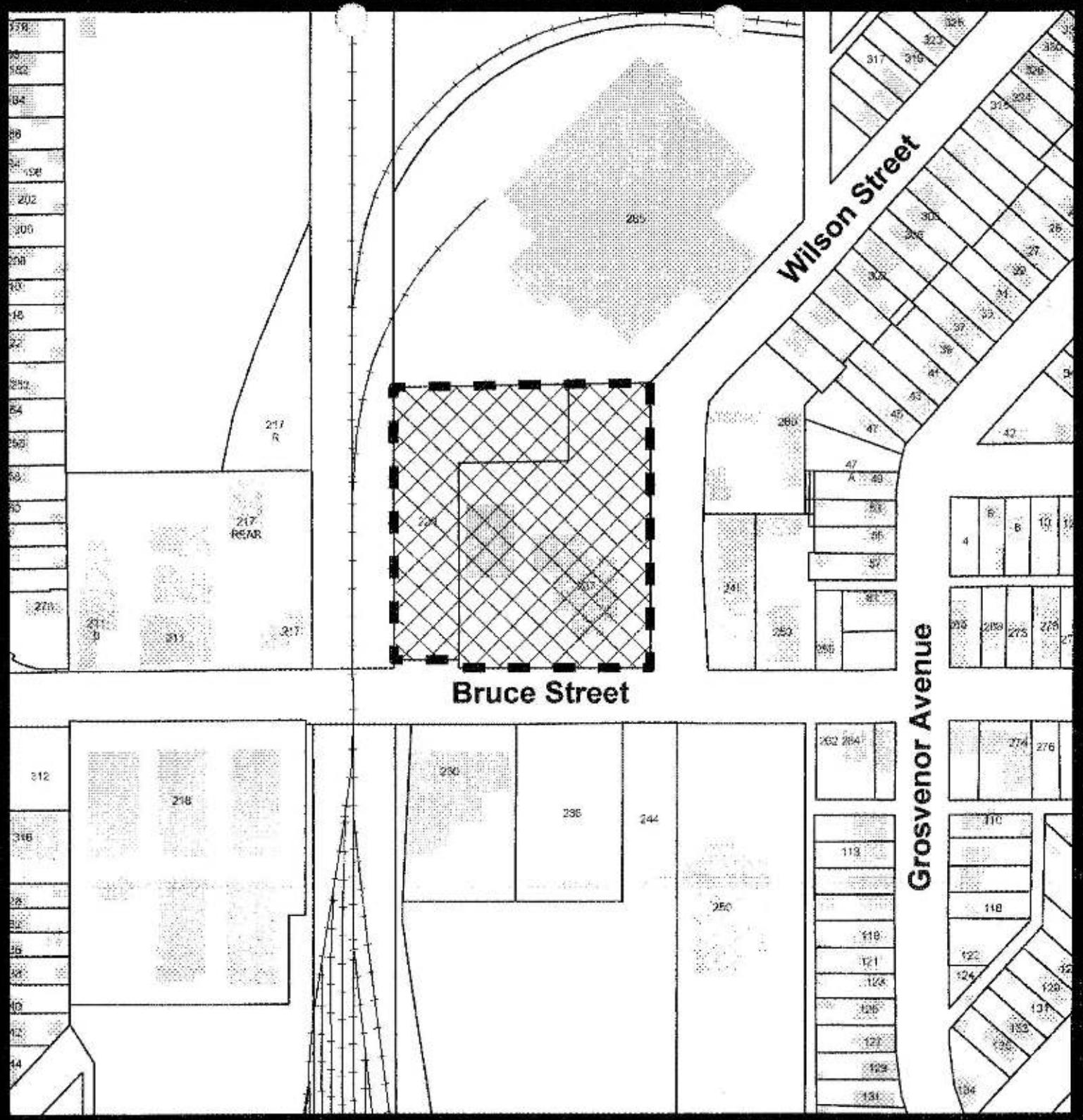


Legend

 Subject Properties = 229 & 237 Bruce St

Maps
26 & 1-29

Mail Label ID
A-31-12-Z



SUBJECT PROPERTY MAP

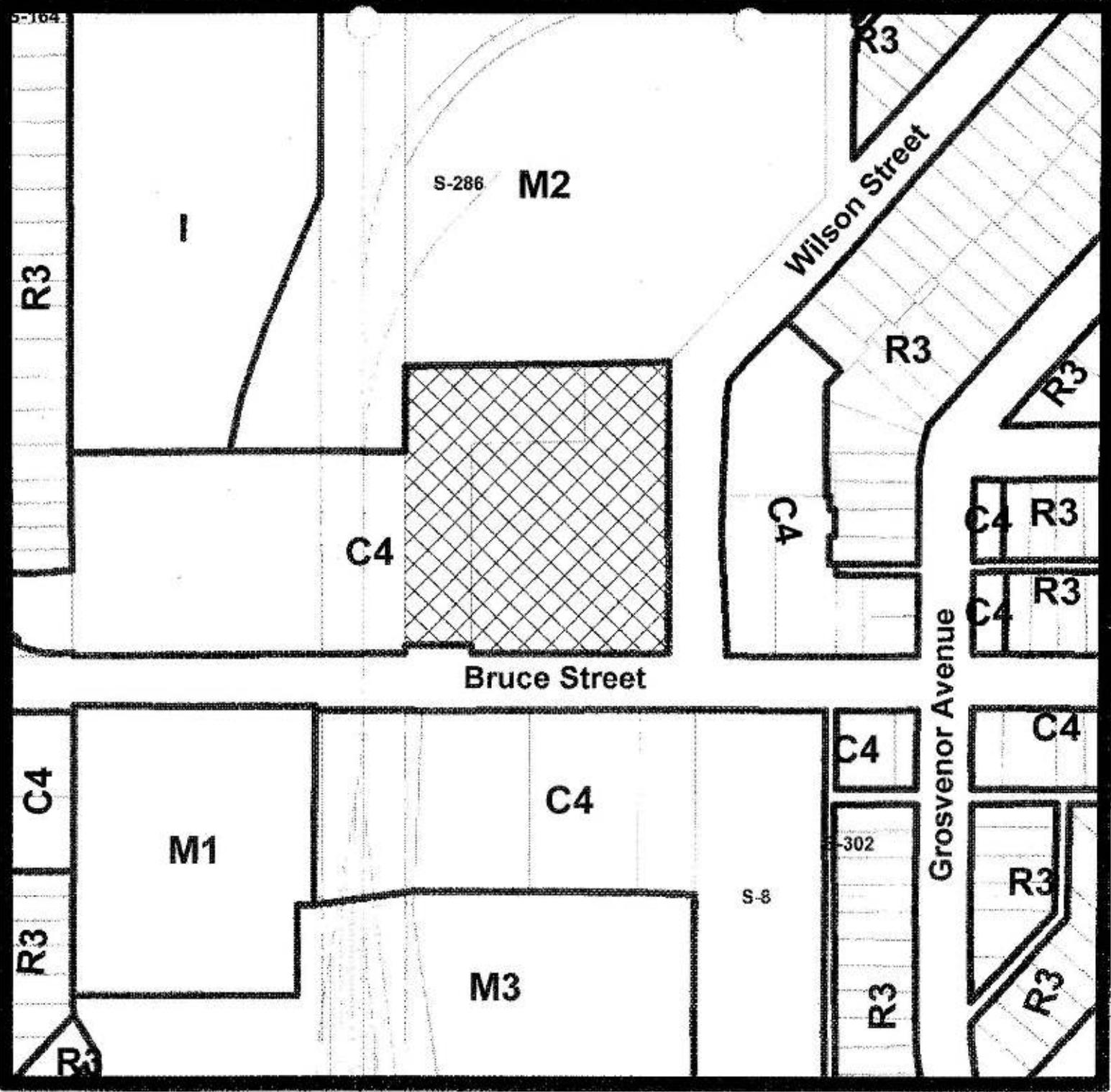
229 & 237 Bruce Street

Planning Application A-31-12-Z

Legend



Subject Properties = 229 & 237 Bruce St



EXISTING ZONING MAP

229 & 237 Bruce Street
Planning Application A-31-12-Z

Maps
26 & 1-29



Mail Label ID
A-31-12-Z

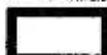
Metric Scale
1 : 2000

Subject Properties = 229 & 237 Bruce St



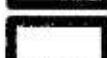
M1 - Light Industrial Zone

R3 - Low Density Residential Zone



M3 - Heavy Industrial Zone

C4 - General Commercial Zone



I - Institutional Zone

S-# = Special Exception Zoning

The following is a list of circuses or animal exhibitors that have had United States Department of Agriculture (USDA) citations, warnings, fines, animal deaths, dangerous incidents, and other problems.

Bentley Bros. Circus
Carson & Barnes Circus
Circus Gatti
Circus Hollywood
Circus Pages
Cole Bros. Circus
Culpepper & Merriweather Circus
Elephant Encounter
Franzen Bros. Circus
George Carden Circus International
Hanneford Family Circus
Hawthorn Corporation
Hendrick Bros. Circus
Jordan World Circus
Kelly Miller Circus
Liebel Circus
Lydia Elephant Rides
Ringling Bros. and Barnum & Bailey Circus
Royal Hanneford Circus
Shrine Circus
Tarzan Zerbini Circus
UniverSoul Circus
Walker Bros. Circus

The Garden Bros. Circus had been repeatedly criticized for failing to provide their animals with adequate shelter from the elements, confining their animals for great lengths of time, using harsh training methods on their animals and endangering human safety.

- In 2001, a 400-pound tiger bit the fingertip off a Garden Bros. worker while the circus was in Toronto.
- In 1998, Garden Bros. employees left a number of petting zoo animals in their cages by the side of a Virginia road. The temperatures inside the trucks had risen to more than 100 degrees Fahrenheit. According to USDA citations, part of the problem was that Richard Garden routinely hired unqualified workers. A few days later, Maryland officials confiscated other abandoned animals, including a tiger, an elephant and a rhinoceros. Shortly after those incidents, the USDA suspended Garden's licence for 15 years and fined him \$12,000.00.

Malcolm White

From: Terry Sheehan
Sent: November 01, 2012 7:36 AM
To: Malcolm White
Subject: FW: Exotic Animal By-law
Attachments: image001.png; Factum - performing animal by-law.doc

Greetings Council,

I had an opportunity to speak to the Senior Legal Counsel of Windsor about the Exotic/Animal by-law challenge after our last meeting. I had called to discuss the by-law they have licensing circuses and amusements.

It was a very interesting conversation and it is extremely important to point out that he told me that he believed that if the hearing was held six month later he felt he would have won because of changes/amendments to Provincial law.

Sincerely,
Terry

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

From: Nazarewicz, Mark [mailto:mnazarewicz@city.windsor.on.ca]
Sent: Tue 23/10/2012 4:01 PM
To: terry_sheehan@hotmail.com; Terry Sheehan
Subject: Exotic Animal By-law

Terry,

Pleasure to speak with you today.

I attach the following documents. If there is anything further I can do to assist please let me know.

1. Decision of Justice Gates;
2. Factum of Xentel;
3. City's factum.

Regards,

Mark Nazarewicz
Senior Legal Counsel / City of Windsor / Legal Department

7(b)

Suite 201 - 400 City Hall Sq. East / Windsor / Ontario / N9A 7K6

Phone 519-255-6100, Ext. 6427 / Fax (519) 255-6933 / Email mnazarewich@city.windsor.on.ca

This email is confidential and intended for the addressee only. If you are not that person, please notify me and destroy this and all copies.

Thank you.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

**XENTEL DM INCORPORATED, OUTDOOR AMUSEMENT BUSINESS
ASSOCIATION, TZ PRODUCTIONS, and GARDEN BROTHERS**

Applicants

– and –

THE CORPORATION OF THE CITY OF WINDSOR

Respondent

APPLICATION UNDER Rules 14.05 and 38 of the Rules of Civil Procedure

FACTUM OF THE RESPONDENT

PART I – STATEMENT OF THE ISSUES

1. The Applicant comes before the Court asking that a by-law of the City of Windsor be quashed for all or any of the following reasons:

- (a) the by-law was not enacted for a valid municipal purpose;
- (b) The by-law illegally discriminates in a municipal law sense because it bans entertainment with exotic animals, and no other entertainment, without authority or rational purpose;
- (c) The by-law is void for vagueness in that it exempts certain entertainment such as agricultural fairs and those for educational purposes, without any

attempt to define or establish the meaning of those terms and is therefore incapable of clear interpretation or enforcement;

- (d) The ban against entertainment using exotic animals in the City contained in the By-law is in pith and substance an attempt to regulate public morality, and as such, involves the exercise of the criminal law power exclusively vested in the Parliament of Canada pursuant to s. 91 (27) of the Constitution Act, 1867;
- (e) The passing of the by-law violates the doctrine of fairness by interfering with the Applicants' expectancy interest in providing exotic animal entertainment in the City, without providing the opportunity for a hearing; and
- (f) The ban against entertainment using exotic animals in the by-law is contrary to s. 2(b) of the Canadian Charter of Rights and Freedoms insofar as it violates the right to freedom of expression of the Applicants, their employees and customers, and is therefore, of no force and effect.

2. The Corporation of the City of Windsor (the "City of Windsor") disagrees that the by-law is invalid for any of the foregoing reasons.

3. It is the City of Windsor's position that its by-law was passed for valid reasons. The by-law's purpose is for the protection of the health and safety of inhabitants and visitors to the City of Windsor and its foundation is based on credible evidence and proper considerations. Council for the City of Windsor passed the by-law in good faith and with regard to due process after providing for input from all those having an interest in this issue.

4. The Applicants are asking the Court to substitute its own decision for that of the Council, an elected body representing the inhabitants of the City of Windsor. They ask this Court to impose upon City Councils an impossible standard to meet in creating and passing by-laws. If accepted, the Applicants' argument will have a dramatic effect on the ability of municipalities to pass by-laws to administer their own cities for the welfare of their inhabitants. In short, it will emasculate democracy at the municipal level.

PART II – REVIEW AND SUMMARY OF THE EVIDENCE

Genesis of the By-law

5. On August 26, 2002, at the request of City Councilor Zuk, Council received an administrative report relative to the legality of banning animal acts in Windsor given recent information from other municipalities in the province with respect to enacting such by-laws.

6. In response, City Council received a report advising that a ban was legal as long as its object was for the protection of the public.

7. Council placed the issue on its agenda for that evening and received and heard delegations. The delegations who made representations to Council on August 26, 2002 included:

- Lesley Fox, President of Ark II;
- Kim Robinson, representing Zoocheck Canada;
- Basil Kingstoll, representing Jazzpurr Cat Care Society;
- Gordon McKay, representing Outdoor Amusement Business Association;
- Larry Solheim, representing Tarzan Zerbini Circus;
- Betty Carlsburger, individual.

8. Lesley Fox advised City Council that she was "president of Ark II, Windsor's Animal Protection Group" and that the organization was asking Council to prohibit performing, traveling animal acts for the "reason of public safety".

Affidavit of Len Wolstenholme, Application Record, Volume I, Tab 2, Exhibit "L"
(located at page 2 of the transcript of the Council meeting).

9. Ms. Fox presented Council with videotape and printed materials.

Affidavit of Lesley Fox, Respondent's Application Record, Volume 7, p. 2, paras 6 & 7, Exhibits "C" & "D".

10. The video depicts an out of control circus elephant and an interview with Blayne Doyle, a police officer who witnessed an incident involving a circus elephant and its danger to the public. Mr. Doyle's affidavit forms part of the Respondent's Application Record.

Affidavit of Lesley Fox, Respondent's Application Record, Volume, Tab 7, p. 2, paras 6, Exhibits "C".

11. The printed materials consisted generally of the following information:

- summaries of incidents involving circus animals and human injury (located at pp. 5-6 and 40-54 of the sub tab D to the Affidavit of Lesley Fox),
- various reports of government agencies (pp. 8-12),
- media articles relating incidents of human injury caused by animals in circuses and zoos (pp. 13 – 31, 38-39)
- information relating to tuberculosis in elephants (pp. 32-33),
- information relating to the prohibition of certain animals from circuses in other jurisdictions (pp. 34, 36),
- information relating to animal cruelty in circuses (pp. 35-36);
- Letters in support of a ban of animals in circuses (pp. 54-81).

12. Specifically, the written information contained information detailing incidents wherein persons were injured by circus animals.

13. Kim Robinson advised Council that she was a representative of Zoo Check Canada. She advised that Zoo Check Canada was an organization that works almost exclusively on issues surrounding wildlife in captivity. She further advised Council that Zoo Check's fundamental concern is for the well being of circus animals but that she wished to discuss the issue of public safety and the circus.

Affidavit of Len Wolstenholme, Application Record, Volume I, Tab 2, Exhibit "L"
(located at pages 4-5 of the transcript of the Council meeting).

14. Ms. Fox and Ms. Robinson were not deceitful in regard to whom they represented and what those organizations stood for.

15. Gordon McKay, representing the Outdoor Amusement Business Association, and Larry Solheim, representing Tarzan Zerbini Circus, appeared before Council. They made representations. They exhorted Council not to pass a by-law banning exotic animal acts in circuses. Mr. McKay advised Council that, "In regards to public safety, circuses and animal performances continue to be one of the safest forms of family entertainment today." Neither responded to the evidence placed before council of the specific incidents related to the rampaging circus elephant.

Affidavit of Len Wolstenholme, Application Record, Volume I, Tab 2, Exhibit "L"
(located at page 9-14 of the transcript of the Council meeting).

16. Arising from this was a directive to administration directing the development of a by-law that prohibits traveling animal acts within the municipality.

Affidavit of Len Wolstenholme, Application Record, Volume I, Tab 2, Exhibit "L"
(located at page 32 of the transcript of the Council meeting).

17. A survey of the discussion by members of Council indicates a variety of comments related to this issue:

(a) Councillor Zuk – "this is not the first time this issue has appeared before us and always when council has debated this issue our primary concern has been the safety and well-being of residents in this community ... But beyond a doubt, our role as a City Council is to ensure that our actions are such that promote the safety of the residents in this community."

Affidavit of Len Wolstenholme, Application Record, Volume I, Tab 2, Exhibit "L"
(located at page 33 of the transcript of the Council meeting).

(b) Councillor Carlesimo – "We're talking about public safety here. The bottom line is that we're talking about wild and sometimes violent animals. ... We also know that the most sophisticated security systems involve a recapture plan. By definition, a recapture plan means there's been a breach of security. The animal's left, and part of that means that

they have to somehow be tranquilized, they have to be disabled. There's a time lag between the actual disabling and the release from whatever situation they were in and there's where the security problem exists. We're not talking about certain security; we're talking about acceptable risk here. ... You cannot control what the animal does what it does naturally and that is, act to seek its freedom."

Affidavit of Len Wolstenholme, Application Record, Volume I, Tab 2, Exhibit "L"
(located at page 333-34 of the transcript of the Council meeting).

- (c) Councillor Halberstadt -- "So I think we're obviously stressing the safety issue but I believe that the underlying reason is the humanity to the animals and I don't think we can do that."

Affidavit of Len Wolstenholme, Application Record, Volume I, Tab 2, Exhibit "L"
(located at page 34 of the transcript of the Council meeting).

- (d) Councillor Francis -- "What I am here to do and debate is the public safety aspect of it and that cannot be ignored. ... But when you have individuals in direct contact with animals, you have to factor in a mere possibility. It is a mere possibility and based on the evidence, there have been a couple of events and when you take it in its context it's a minute percentage, but you still have to factor it in and you have to plan for the probability of an event happening and you have to take steps to mitigate if that such an event was to occur. I am not comfortable and I am certainly not satisfied that that the appropriate recapture plan is in place should something happen at the Riverfront. ... it comes down to the safety of the people ... the costs being potential hazard and death to individuals and certainly I do not believe the benefits outweigh the costs in this situation ..."

Affidavit of Len Wolstenholme, Application Record, Volume I, Tab 2, Exhibit "L"
(located at page 34-35 of the transcript of the Council meeting).

- (e) Councillor Cassivi -- "I've concluded really that the people of the City of Windsor have reached a level of sophistication where their entertainment no longer has to be at the expense of animal discomfort or distress."

Affidavit of Len Wolstenholme, Application Record, Volume I, Tab 2, Exhibit "L" (located at page 35 of the transcript of the Council meeting).

- (f) Councillor Marra – "There's too many unpredictable factors, but by creating an environment where you mitigate that risk and in this case most probably eliminate that risk, then I think we've done our job. It's difficult to ignore now as a body that there have been incidents in the past and whether they're a decade ago or a week ago, I think it is irrelevant. I think what is relevant is that there is that potential, that risk."

Affidavit of Len Wolstenholme, Application Record, Volume I, Tab 2, Exhibit "L" (located at page 36 of the transcript of the Council meeting).

18. On September 23, 2002, the Council of the Corporation of the City of Windsor passed By-law Number 298-2002, A BY-LAW TO PROTECT PERSONS WITHIN THE CITY OF WINDSOR FROM HARM FROM PERFORMING ANIMALS.

By-law Number 298-2002, A BY-LAW TO PROTECT PERSONS WITHIN THE CITY OF WINDSOR FROM HARM FROM PERFORMING ANIMALS, Tab 1, Respondent's Book of Authorities and Caselaw.

19. Before Council passed the by-law it received correspondence dated September 20, 2002 from legal counsel for the Outdoor Amusement Business Association, Inc., strongly urging Council not to pass a by-law to prohibit animal acts within the municipality pursuant to s. 236(7) of the *Municipal Act*, R.S.O. 1990, c. M.45. and setting out its reasons for that request.

Affidavit of Len Wolstenholme sworn on October 23, 2003, paragraph 48, Application Record (of the Applicants), Volume I, Tab 2, Exhibit "R".

20. In addition to the aforementioned materials, Council received materials and videotapes at its regular meeting of May 6, 2002. This included the materials provided by Lesley Fox.

Affidavit of Lesley Fox, Respondent's Application Record, Volume, Tab 7, p. 2, paras 4 & 5, Exhibits "A" & "B".

21. The materials presented to Council both on May 6, 2002, August 25, 2002 and at other times, which is documented in several of the affidavits filed with the Court indicates that Council was presented with a wide variety of information on this issue. That information

included materials from various media, including newspapers and the internet, videotape and the representations made by various delegations, including the circus industry. Despite the representations of Mr. McKay and Mr. Solheim, at no time was Council provided with evidence that contradicted the substance of any examples incidents involving endangerment to human health and safety by the actions of circus animals.

Post By-Law Enactment Evidence

22. Subsequent to the enactment of the by-law and in the course of this legal proceeding, evidence has been adduced to either undermine the legality of the by-law or, conversely, to buttress its legality.

See various affidavits contained in both the Applicants' Application Record and the Respondent's Application Record.

Affidavit of Gary Stamm

23. It is the position of the City of Windsor that the Affidavit of Gary Stamm is impermissible reply, and if so, it should not form part of the record.

24. Mr. Stamm states in paragraph 5 of his affidavit that he was retained to (a) examine the purpose of the City of Windsor By-Law 298-2002 to ascertain whether supporting material submitted contained verifiable information to justify the stated purpose; (b) outline the normal process used by government and the private sector to identify issues of public safety and implement measures to protect the public, (c) and to examine and analyze such valid statistical information as is available, - if any - , on the issue and determine whether such findings justify the stated purpose of the By-law.

25. His affidavit was delivered after the delivery of the Respondent's affidavits.

26. As a general rule, all matters which were properly part of the plaintiff's case in chief are to be excluded from reply evidence. A plaintiff cannot split his case. The plaintiff (or applicant) must exhaust his evidence in the first instance and may not split his case by first relying on *prima facie* proof, and when this has been shaken by his adversary, adducing confirmatory evidence in reply. A defendant (respondent) is entitled to know the case he has to meet when he presents his defence and it is not open to the plaintiff under the guise of

replying to reconfirm the case he was required to make out in the first instance or take the risk of non-persuasion.

**Alcock Laight & Westwood Ltd. v. Patten, Bernard and Dynamic Displays Ltd. [1967]
1 O.R. 18 at 21 (Ont. C.A.).**

27. Mr. Stamm's affidavit is not proper reply for the following reasons:

- (a) It raises evidence that could have and should have been raised as part of the Applicant's case in chief and does not respond to evidence presented by the Respondent;
- (b) As reply, it gives the Respondent no opportunity to present evidence contrary to that of Mr. Stamm. This is critical given the nature of Mr. Stamm's evidence that is presented as expert opinion.

Jennifer Johnson

28. Jennifer Johnson's affidavit indicates the following:

- (a) She holds a Masters of Arts degree in anthropology – par. 1;
- (b) She has spent at least 14 years employed by professional circuses – par. 2;
- (c) She opines with respect to public safety issues that “the greatest danger emanates from members of the public who fail to treat animals with common sense and respect.” – par. 30;
- (d) She opines that, “any risk to public safety from performances with exotic animals can be addressed through requirements for an emergency response plan, regular inspections by the humane society, and by requiring liability insurance.” – par. 32
- (e) The by-law is vague because she would have difficulty determining whether exotic animal performances would be prohibited in certain circumstances. – par. 36.

- (f) She opines "Circus animal acts create an intense, virtually magical experience for the audience which differs in kind from performances involving only human actors. Furthermore, as s stated above, these performances reflect the integrated and cooperative relationship between animals and humans which characterizes the circus culture, and which cannot otherwise be expressed." – par. 37.
29. Ms. Johnson gives her opinions relative to public safety concerning circus animals despite having no formal training in the area of animals or animal behaviour. She is an anthropologist. By definition, it is the study of human kind.
30. Despite being provided with transcripts and videotapes of City Council meetings (transcript of Cross-Examination of Jennifer Mary Johnson on February 5, 2004, p. 4, Question 22), which tapes and transcripts included an incident involving a circus elephant in Florida (see tape provide by Lesley Fox and materials at pp. 25 and 26 of Exhibit "D" to affidavit of Fox), she did not bother to determine if the circus in question had an emergency response plan (transcript of Cross-Examination of Jennifer Mary Johnson on February 5, 2004, p. 72, Question 287).
31. Despite being aware of an incident involving a circus elephant in Hawaii, she did not determine if the circus in question had an emergency response plan (transcript of Cross-Examination of Jennifer Mary Johnson on February 5, 2004, p. 70, Question 278).

Affidavit of Dr. Maslow

32. Dr. Maslow is chief of infectious Diseases at the Philadelphia Veterans Affairs Medical Centre and Associate Professor of Infectious Diseases at the University of Pennsylvania.

Affidavit of Dr. Joel Maslow, M.D., Ph.D., Application Record, Vol II, Tab 4.

33. It is Dr. Maslow's opinion that the risk to the general public of contacting tuberculosis from elephants is exceedingly small.

Affidavit of Dr. Joel Maslow, M.D., Ph.D., Application Record, Vol II, Tab 4, par. 4.

34. The City of Windsor concedes that opinion.

Robert Laidlaw

35. Mr. Laidlaw is the Executive Director and member of the Board of Zoocheck Canada. He co-founded that organization in 1984 to address issues relating to the keeping of wild animals in captivity and to participate in projects and campaigns that benefit animals in the wild.

Affidavit of Robert Laidlaw, Respondent's Application Record, Tab 2, p. 1, par. 2.

36. He opines in the area of exotic animals in urban settings as they relate to the issues of public safety.

Affidavit of Robert Laidlaw, Respondent's Application Record, Tab 2, p. 1, par. 1.

37. His curriculum vitae is attached as Exhibit "A" to his affidavit and his other qualifications presented to qualify him to give the opinion are set out in paragraphs 3 – 15 of his affidavit.

38. In Mr. Laidlaw's opinion, exotic animals as they are used in circuses pose a risk to public safety.

Affidavit of Robert Laidlaw, Respondent's Application Record, Tab 2, p. 9, par. 35.

Samantha Scott

39. Samantha Scott is a veterinarian. Her credentials regarding her expertise on exotic animals and their behaviour in captivity as they relate to the issue of public safety are set out in her affidavit.

Affidavit of Samantha Scott, Respondent's Application Record, Tab 3, pp. 1-3, par. 1.

40. She indicates that circus and zoo animals have attacked both their keepers and the public in the past. The incidents have the potential to be very serious and, indeed, there have been serious incidents.

Affidavit of Samantha Scott, Respondent's Application Record, Tab 3, p. 9, par. 14.

Dr. Joel Parrott, D.V.M.

41. Dr. Parrott is a doctor of veterinary medicine. He is the Executive Director of the Oakland Zoo in Oakland, California.

Affidavit of Joel Parrott, Respondent's Application Record, Tab 4, p. 1, par. 2.

42. In his opinion, you cannot predict when an elephant will rampage, or in his words, when it will "explode"

Affidavit of Joel Parrott, Respondent's Application Record, Tab 4, p. 4, par. 12.

43. He indicates that tranquilizers are useless in circumstances when an elephant is rampaging. The drugs available to anesthetize an elephant are extremely dangerous to humans and it takes 8-12 minutes for them to take effect.

Affidavit of Joel Parrott, Respondent's Application Record, Tab 4, p. 4, par. 13.

Carol Buckley

44. Carol Buckley is Executive Director of the Elephant Sanctuary in Hohenwald, Tennessee. It was founded as a natural habitat refuge to meet the needs of Asian elephants.

Affidavit of Carol Buckley, Respondent's Application Record, Tab 5, p. 1, par. 2.

45. She has extensive experience as an elephant trainer and has worked in circuses.
46. She witnessed aggressive behaviour in elephants on a regular basis and she was concerned for the elephants performing in circuses and the safety of the public attending circuses.

Affidavit of Carol Buckley, Respondent's Application Record, Tab 5, p. 3, par. 17.

47. In her experience many circus elephants show aggressive tendencies that are dangerous to their trainers and handlers and have the potential for being dangerous to the general public.

Affidavit of Carol Buckley, Respondent's Application Record, Tab 5, p. 4, par. 22.

Blayne Doyle

48. Blayne Doyle is a police officer with the Palm Bay Police Department in Palm Bay, Florida.

Affidavit of Blayne Doyle, Respondent's Application Record, Tab 6, p. 1, par. 1.

49. Officer Doyle was present and involved with an incident involving an out of control circus elephant. In his opinion the rampaging elephant posed a serious danger to anyone who was in the area at that time.

Affidavit of Blayne Doyle, Respondent's Application Record, Tab 6, p. 2, par. 11.

Lesley Fox

50. Lesley Fox's affiliations have already been identified. Her affidavit discloses the materials she presented to Council at their meetings on June 6, 2002 and August 25, 2002.

Affidavit of Lesley Fox, Respondent's Application Record, Tab 7.

Dr. Ted Friend

51. Dr. Friend is a professor of Animal Science at Texas A & M University at college Station, Texas.

Affidavit of Dr. Ted H. Friend, Supplementary Application Record, Tab 1, p. 1, par. 1.

52. He advises that he has conducted behaviour and stress-related research on a wide range of species for over 30 years.

Affidavit of Dr. Ted H. Friend, Supplementary Application Record, Tab 1, p. 1, par. 2.

53. In his opinion, his research has clearly indicated that circuses are not inherently detrimental to the welfare of elephants and large cats.

Affidavit of Dr. Ted H. Friend, Supplementary Application Record, Tab 1, p. 2, par. 6.

54. Further, it is his experience that circus animals are well adjusted and do not display aggression.

Affidavit of Dr. Ted H. Friend, Supplementary Application Record, Tab 1, p. 3, par. 8.

55. Dr. Friend's "Refereed Journal Articles" shows that of 75 articles, only 8 pertain to circus animals. Of those 8 articles, 4 deal specifically with transportation relative to elephants and tigers and the remaining 4 deal with the behaviours of, (a) picketed circus elephants, (b) the effect of penning versus picketing on stereotypic behaviour of circus elephants, (c) variation in stereotypic behaviour related to restraint in circus elephants, and (d) the effects of exercise on stereotypic pacing in circus tigers.

**Transcript of Cross-examination of Dr. Leonard Henry Friend on February 5, 2004,
pages 6-9, Questions 29-38.**

56. The affidavit and transcript evidence, at its least, indicates a disagreement amongst those who work or have worked in the circus industry and among experts or alleged experts in the field of animal behaviour as to whether or not some circus animals pose a danger to the public. At its highest, the evidence indicates that some circus animals pose a real danger to the public.

57. Blayne Doyle does not work in the circus industry, nor is he an expert in the field of animal behaviour. However, he has up close and personally experienced the danger that a circus elephant can pose to the public.

PART III - ISSUES AND LAW

ISSUE A: THE ROLE OF THE COURTS IN REVIEW OF MUNICIPAL DECISIONS

I. The Role and Extent of Judicial Scrutiny of Municipal By-laws

58. The appropriate level of scrutiny that courts should apply in scrutinizing the extent of municipal powers and specifically of municipal by-laws was enunciated in 1994 in the case of *Shell Canada Products Ltd. v. Vancouver (City)*, [1994] 1 S.C.R. 231. Madame Justice McLachlin of the Supreme Court of Canada established a standard by which municipal by-laws are to be judged. Although Justice McLachlin spoke for the minority in that case, the majority did not criticize her interpretation of the proper role of the judiciary in scrutinizing municipal authority and subsequent decisions in the Supreme Court of Canada and in the lower courts have come to accept her analysis as governing in this issue. Madame Justice

McLachlin's comments are so clear, instructive and useful to the issues in this matter that they are set out in their entirety below:

As will become apparent, I take the view that this case requires us to consider the appropriate approach to judicial review of municipal decisions. Broadly speaking, two approaches may be drawn from the cases: a narrow confining approach, and a broader more deferential approach.

...

2. The Proper Scope of Judicial Review

Judicial review of municipal decisions is necessary. It is important that municipalities not assume powers which have not been conferred on them, that they not violate civil liberties, that disputes between them and other statutory bodies be resolved, and that abuses of power are checked. On the other hand, it is important that the courts not unduly confine municipalities in the responsible exercise of the powers which the legislature has conferred on them.

The two different approaches to construction of municipal powers alluded to earlier confronts us at this point: see A. McDonald, "In the Public Interest: Judicial Review of Local Government" (1983), 9 Queen's L.J. 62, at p. 64. The first approach is the narrow construction -- pro-interventionist approach, expressed by the Ontario Court of Appeal in *Merritt v. City of Toronto* (1895), 22 O.A.R. 205, at p. 207:

Municipal corporations, in the exercise of the statutory powers conferred upon them to make by-laws, should be confined strictly within the limits of their authority, and all attempts on their part to exceed it should be firmly repelled by the Courts.

The second approach is typified by the oft-cited decision *City of Hamilton v. Hamilton Distillery Co.* (1907), 38 S.C.R. 239, at p. 249. It was there held:

In interpreting this legislation I would not desire to apply the technical or strict canons of construction sometimes applied to legislation authorizing taxation. I think the sections are, considering the subject matter and the intention obviously in view, entitled to a broad and reasonable if not, as Lord Chief Justice Russell said in *Kruse v. Johnson* [[1898] 2 Q.B. 91], at p. 99, a "benevolent construction," and if the language used fell short of expressly conferring the powers claimed, but did confer them by a fair and reasonable implication I would not

hesitate to adopt the construction sanctioned by the implication.

This more liberal approach to statutory construction of municipal enabling statutes is also reflected in *Re Howard and City of Toronto* (1928), 61 O.L.R. 563, at p. 575, where the Ontario Court of Appeal held the following:

What is or is not in the public interest is a matter to be determined by the judgment of the municipal council; and what it determines, if in reaching its conclusion it acted honestly and within the limits of its powers, is not open to review by the Court. . . .

. . .

The question of the relative balance of convenience or detriment to different persons is a matter which the Legislature has committed to the consideration and determination of the municipal council, and their judgment on that question, if bona fide exercised in what they believe to be the public interest, will not be interfered with by the Court. . . .

The classic enunciation of the second, more generous and flexible approach is that of Lord Greene M. R. in *Associated Picture Houses, Ltd. v. Wednesbury Corp.*, [1948] 1 K.B. 223 (C.A.), at p. 228:

It is not to be assumed *prima facie* that responsible bodies like the local authority in this case will exceed their powers [and] . . . the court . . . must not substitute itself for that authority.

Judicial intervention, said Lord Greene, would be justified where there was evidence of bad faith or absurdity, where the decision was unreasonable in the sense that no reasonable authority could ever have come to it. But, he said at p. 230, "to prove a case of that kind would require something overwhelming. . . .".

This Court has pronounced, on at least one occasion, in favour of a generous approach to the construction of municipal powers. In *Kuchma v. Rural Municipality of Tache*, [1945] S.C.R. 234, a by-law closing a road was challenged, *inter alia*, on the ground that it was not in the public interest. A unanimous Court upheld the by-law, stating, per Estey J. (at p. 243):

Upon the question of public interest, courts have recognized that the municipal council, familiar with local conditions, is in the best position of all parties to determine what is or is not in the public interest and have refused to interfere with its decision unless good and sufficient reason be established.

In *R. v. Greenbaum*, [1993] 1 S.C.R. 674, in a passage cited on this appeal by Sopinka J., Iacobucci J., speaking for the Court, commented (at p. 687) that:

Municipalities are entirely the creatures of provincial statutes. Accordingly, they can exercise only those powers which are explicitly conferred upon them by a provincial statute.

However, the same reasons (at p. 688) advocated a "benevolent construction" of the provincial enabling legislation, quoting the foregoing passage from *City of Hamilton v. Hamilton Distillery Co.*

The weight of current commentary tends to be critical of the narrow, pro-interventionist approach to the review of municipal powers, supporting instead a more generous, deferential approach; S. M. Makuch, Canadian Municipal and Planning Law (1983), at pp. 5-6; McDonald, *supra*; Arrowsmith, *supra*, at p. 219. Such criticism is not unfounded. Rather than confining themselves to rectification of clear excesses of authority, courts under the guise of vague doctrinal terms such as "irrelevant considerations", "improper purpose", "reasonableness", or "bad faith", have not infrequently arrogated to themselves a wide and sweeping power to substitute their views for those of the elected representatives of municipalities. To the same effect, they have "read in" principles of statutory construction such as the one which states that a by-law cannot affect "common law rights" unless the statute confers authority to do so "in plain language or by necessary implication"; *City of Prince George v. Payne*, [1978] 1 S.C.R. 458, at p. 463. The result is that, to quote McDonald (at p. 79), "despite the court's protestations to the contrary, they do, in fact, interfere with the wisdom which municipal councils exercise".

Recent commentary suggests an emerging consensus that courts must respect the responsibility of elected municipal bodies to serve the people who elected them and exercise caution to avoid substituting their views of what is best for the citizens for those of municipal councils. Barring clear demonstration that a municipal decision was beyond its powers, courts should not so hold. In cases where powers are not expressly conferred but may be implied, courts must be prepared to adopt the "benevolent construction" which this Court referred to in *Greenbaum*, and confer the powers by reasonable implication. Whatever rules of construction are applied, they must not be used to usurp the legitimate role of municipal bodies as community representatives.

Such an approach serves a number of purposes which the narrow interventionist approach does not. First, it adheres to the fundamental axiom that courts must accord proper respect to the democratic responsibilities of elected municipal officials and the rights of those who elect them. This is important to the continued healthy functioning of democracy at the municipal

level. If municipalities are to be able to respond to the needs and wishes of their citizens, they must be given broad jurisdiction to make local decisions reflecting local values.

Second, a generous approach to municipal powers will aid the efficient functioning of municipal bodies and avoid the costs and uncertainty attendant on excessive litigation. Excessive judicial interference in municipal decision-making can have the unintended and unfortunate result of large amounts of public funds being expended by municipal councils in the attempt to defend the validity of their exercise of statutory powers. The object of judicial review of municipal powers should be to accord municipalities the autonomy to undertake their activities without judicial interference unless clearly warranted.

Thirdly, a generous approach to municipal powers is arguably more in keeping with the true nature of modern municipalities. As McDonald asserts (*supra*, at p. 100), the municipal corporation "has come a long way from its origins in a rural age of simple government demands". She and other commentators (see Makuch and Arrowsmith) advocate that municipal councils should be free to define for themselves, as much as possible, the scope of their statutory authority. Excessive judicial interference in the decisions of elected municipal councils may, as this case illustrates, have the effect of confining modern municipalities in the straitjackets of tradition. This rationale for a restrained approach to judicial intervention in the decisions of municipal bodies is eloquently set out by McDonald (at pp. 100-101):

Once elected . . . the council is entrusted with responsibility for governing, not just in the interest of those who elected them, but in the interest of the community generally, that is, in the public interest. This is a fairly vague and controversial concept, however. It is a generalized judgment of what is best for individuals, as a part of a community. From the perspective of particular individuals and interest groups, the public interest may be conceived differently and, as amongst them, views of the public interest will inevitably conflict. A council making its decision on the public interest will identify and weigh a wide variety of competing considerations: the demands of various interested parties, the advice of its experts, data from its own research resources. And it will undoubtedly be influenced by the preferences expressed by the electorate. The decision is ultimately a matter of choice and what a council decides is necessarily its own collective perception of the public interest.

The voters of a community give their elected council members the final judgment in this controversy. Whether the councillors

are right or wrong in their judgment depends on the vantage point of the person making this assessment, but in any event, this is the decision they were elected to make. There may, in fact, be no right or wrong in the matter. Persons displeased with a council's decision have "a remedy at the polls".
[Footnote omitted.]

It is not the court's function to make these decisions -- either directly or indirectly. Primary responsibility for deciding the welfare of the community belongs to the municipal corporation. If the courts take upon themselves the judgment of the rightness or wrongness of council's decisions in these matters, they, as a body having no connection with local inhabitants, usurp the choice which the inhabitants conferred, by democratic process, on the council. If the courts are to interfere in this process, they must have a positive justification for doing so and that justification must relate to their own peculiar nature and function. [Emphasis in original.]

Finally, the broader, more deferential approach to judicial intervention in the decisions of municipalities is more in keeping with the flexible, more deferential approach this Court has adopted in recent cases to the judicial review of administrative agencies: *Canadian Union of Public Employees, Local 963 v. New Brunswick Liquor Corp.*, [1979] 2 S.C.R. 227; *Bell Canada v. Canada (Canadian Radio-television and Telecommunications Commission)*, [1989] 1 S.C.R. 1722; *National Corn Growers Assn. v. Canada (Import Tribunal)*, [1990] 2 S.C.R. 1324; *Domtar Inc. v. Quebec (Commission d'appel en matière de lésions professionnelles)*, [1993] 2 S.C.R. 756. The Court has repeatedly stressed the need for sensitivity to context and to the special expertise of tribunals. Where such expertise is established, deference may be warranted even to a tribunal's interpretation of its statutory powers: *Teamsters Union, Local 938 v. Massicotte*, [1982] 1 S.C.R. 710. There can be little justification for holding decisions on the welfare of the citizens by municipal councillors to a higher standard of review than the decisions of non-elected statutory boards and agencies.

These considerations lead me to conclude that courts should adopt a generous, deferential standard of review toward the decisions of municipalities. To say this is not new. Lord Greene said it in Wednesbury, and his words have been oft-quoted in Canada. Nevertheless, many courts have continued to take a narrow, interventionist approach to municipal decisions. This has prompted some writers to argue for a "threshold" test for judicial interference. McDonald, for example, suggests (at p. 108) that the courts should "defer to the municipality to determine what the public interest requires in the implementation of the powers conferred on it", provided that the "municipal action can be rationally supported and is not in violation of any

judicial interest in the matter". Expressing this notion another way, it could be argued, by analogy to judicial review of administrative tribunals, that unless a municipality's interpretation of its power is "patently unreasonable", in the sense of being coloured by bad faith or some other abuse, the interpretation should be upheld.

It may be that, as jurisprudence accumulates, a threshold test for judicial intervention in municipal decisions will develop. For the purposes of the present case, however, I find it sufficient to suggest that judicial review of municipal decisions should be confined to clear cases. The elected members of council are discharging a statutory duty. The right to exercise that duty freely and in accordance with the perceived wishes of the people they represent is vital to local democracy. Consequently, courts should be reluctant to interfere with the decisions of municipal councils. Judicial intervention is warranted only where a municipality's exercise of its powers is clearly ultra vires, or where council has run afoul of one of the other accepted limits on municipal power.

Shell Canada Products Ltd. v. Vancouver (City), [1994] 1 S.C.R. 231, at pp. 5 and 6-10.

59. Justice McLachlin's comments are generally accepted as enunciating the proper standard of judicial review applicable to municipal decisions.

See:

Nanaimo (City) v. Rascal Trucking Ltd., [2000] 1 S.C.R. 342, at p. 10;

114957 Canada Ltee (Spraytech, Societe d'arrosage) v. Hudson (Town), [2001] 2 S.C.R. 241, at p. 14;

R. v. Guignard, [2002] 1 S.C.R. 472, at p. 8;

Equity Waste Management of Canada v. Halton Hills (Town) (1997), 35 O.R. (3d) 321 (C.A.) at p. 14.

60. Other judgments have added to this discussion. At page 10 of *Nanaimo (City) v. Rascal Trucking Ltd.*, supra, Justice Major said:

Municipal councillors are elected by the constituents they represent and as such are more conversant with the exigencies of their community than are the courts. The fact that municipal councils are elected representatives of their community, and accountable to their constituents, is relevant in scrutinizing intra vires decisions. The reality that municipalities often balance complex and divergent interests in arriving at decisions in the public interest is of similar importance. In short, these considerations warrant that the intra vires decisions of municipalities be reviewed upon a deferential standard.

Kruse v. Johnson, [1898] 2 Q.B. 91 (Div. Ct.), has long been an authority in Canadian courts for scrutinizing the reasonableness of municipal by-laws. There, Lord Russell of Killowen offered the courts some cautionary language on findings of unreasonableness (at p. 100):

A by-law is not unreasonable merely because particular judges may think that it goes further than is prudent or necessary or convenient, or because it is not accompanied by a qualification or an exception which some judges may think ought to be there. Surely it is not too much to say that in matters which directly and mainly concern the people of the county, who have the right to choose those whom they think best fitted to represent them in their local government bodies, such representatives may be trusted to understand their own requirements better than judges.

Nanaimo (City) v. Rascal Trucking Ltd., *supra*, at p. 10.

ISSUE B: AN INTRA VIRES DECISION?

THE MUNICIPAL PURPOSE

B (i) Municipal Authority to Regulate Circuses and Menageries

61. The by-law was passed on September 23, 2002. At that time, the legislation governing municipal authority was the *Municipal Act*, R.S.O. 1990, c. M.45 (now replaced by *The Municipal Act, 2001*, S.O., 2001, c. 25). Section 236, para. 7 of the *Municipal Act*, R.S.O 1990, c. M. 45 read as follows:

236. A council of a local municipality may pass by-laws:

...

7. Exhibitions of wax works, shows, etc.—For prohibiting or regulating and licensing exhibitions of wax works, menageries, circus-riding, and other like shows usually exhibited by showpersons ...

62. In *Stadium Corp. of Ontario v. Toronto* (1993), 12 O.R. (3d) 646 (C.A.), although ruling against the City of Toronto on a narrow point of law, the Court of Appeal clearly established that municipalities could, under the provisions of section 236, para. 7 of the Municipal Act, R.S.O. 1990, c. M.45, regulate circuses so as to protect the public.

Stadium Corp. of Ontario v. Toronto (1993), 12 O.R. (3d) 646 (C.A.), at p. 4.

63. By inference, municipalities may regulate menageries and other like shows exhibited by show-persons. A "menagerie" is defined in the Concise Oxford Dictionary, Tenth Edition as "a collection of wild animals kept in captivity for exhibition". Therefore, it is submitted that municipalities have authority not only to regulate circuses so as to protect the public, but also other activities where wild animals may be involved.

Concise Oxford Dictionary, Tenth Edition, Oxford University Press

B(ii) The By-law in question is not illegal due to alleged "improper purpose".

64. The Applicants allege that the by-law was passed for the purpose of the protection of exotic animals and not for reasons of public safety. The comments of several Councillors in their deliberations leading up to the by-law have already been identified in paragraph 17, above. They would suggest that Council, as a whole, appropriately considered the issue. Furthermore, statements made by individual members of Council cannot be used to attribute improper purposes or motives to the Council itself. It is to be assumed that Council intended to act within its power.

Re Howard and City of Toronto (1928), 61 O.L.R. 563 (Sup. Ct.), at p. 9.

Re Sharlmark Hotels and Metropolitan Toronto (1981) 32 O.R. (2d) 129 (Div. Ct.), at p. 12; [Leave to Appeal Refused by the Ontario Court of Appeal].

65. It is submitted that Council had evidence before it that supported its decision. Although the Applicants do not accept the evidence, it is not proper to attribute that evidence as being unworthy of Council's consideration. In *Zivkovic v. Kitchener*, democracy at the municipal level has been described as follows:

It may be truly said that municipal councilors serve on the front lines of democratic government. They not only bear responsibility for enacting the by-laws that regulate the lives of their constituents, they are often directly, personally responsible for implementing and applying these by-laws.

...

One has only to attend a number of meetings of Committee or Council ... to appreciate the enormous range of responsibility assumed by councillors ...

For these reasons, councilors who devote themselves to such service, who execute their responsibilities in good faith, are entitled to respect and a certain amount of deference from the community and from the Court.

Zivkovic v. Kitchener (City), [1999] O.J. No. 806, p. 6.

66. The Applicants seek that this court substitutes its decision for that of the municipal council. This should be avoided. As Madame Justice McLachlin has stated,

Recent commentary suggests an emerging consensus that courts must respect the responsibility of elected municipal bodies to serve the people who elected them and exercise caution to avoid substituting their views of what is best for the citizens for those of municipal councils. Barring clear demonstration that a municipal decision was beyond its powers, courts should not so hold.

Shell Canada Products Ltd. v. Vancouver (City), [1994] 1 S.C.R. 231, at pp. 5 and 6-10.

67. The Applicants urge this Court to impose an unreasonably high standard of conduct on Municipal Councils before they pass by-laws. They suggest in this case that administration must prepare reports or conduct studies although Council had evidence before it to support the conclusion that prohibiting exotic animal performances posed a danger to the safety of the public. In essence they suggest that before Municipal Councils pass by-laws they must undertake a fact-finding mission and assess those facts in the same manner, as would our courts of law. They imply that Municipal Councils must make overt findings of the credibility of those who come before it. This is not and has never been a requirement before the passing a by-law except in those situations where Councils take on an adjudicative role. Council is entitled to accept or reject, at face value, representations made by citizens who come before it. To hold otherwise would have a chilling effect on those members of the community who might come before Council seeking relief through the passage of a by-law. Not all citizens have the resources to conduct studies and present them to Council in support of by-laws. There is no requirement that Council send matters back to administration for further reports or study when Council feels, rightly, that it can make the decision after it has received representations from members of the community. If Council has been mislead or deceived by any person appearing before it, either urging the by-law or discouraging it, then it is Council's prerogative to act upon it. Council was exercising a statutory power in

deliberating and passing the by-law, and as such, its decision is to be afforded deference. As Madame Justice McLachlin said in *Shell*, *supra*,

Such an approach (*ed. i.e. a deferential approach*) serves a number of purposes which the narrow interventionist approach does not. First, it adheres to the fundamental axiom that courts must accord proper respect to the democratic responsibilities of elected municipal officials and the rights of those who elect them. This is important to the continued healthy functioning of democracy at the municipal level. If municipalities are to be able to respond to the needs and wishes of their citizens, they must be given broad jurisdiction to make local decisions reflecting local values.

Second, a generous approach to municipal powers will aid the efficient functioning of municipal bodies and avoid the costs and uncertainty attendant on excessive litigation. Excessive judicial interference in municipal decision-making can have the unintended and unfortunate result of large amounts of public funds being expended by municipal councils in the attempt to defend the validity of their exercise of statutory powers. The object of judicial review of municipal powers should be to accord municipalities the autonomy to undertake their activities without judicial interference unless clearly warranted.

Shell Canada Products Ltd. v. Vancouver (City), supra at p. 8.

68. The judgment of a municipal council, acting honestly and within the limits of its power, should not be interfered with. It is anticipated that its decisions may have a detrimental effect on some persons. That does not detract from its power to make by-laws. The Supreme Court of Canada, in the case of *Bell v. Queen*, has stated as follows (as per Spence, J.):

"I am in agreement with the view as expressed so aptly by Masten, J.A. in *Re Howard v. Toronto; Re Sweet v. Toronto...*

What is or is not in the public interest is a matter to be determined by the judgment of the municipal council; and what is determined, if in reaching its conclusion, it acted honestly and within the limit of its powers, is not open to review by the Court..."

The question of the relative balance of convenience or detriment to different persons is a matter which the Legislature has committed to the consideration and determination of the municipal council, and their judgment on that question, if *bona fides* exercised in what they believe to be the public interest, will not be interfered with by the Court."

Bell v. The Queen, [1979], 2 S.C.R. 212 at p. 7.

ISSUE C THE BY-LAW DOES NOT ILLEGALLY DISCRIMINATE

69. For a municipal by-law to be quashed as discriminatory, the discrimination must be in an impermissible sense. Some badges of impermissible discrimination would be: not affecting equally all those who come within the ambit of the enabling enactment, not being impartial in its operation and showing favouritism to one or more classes of citizens. It is submitted that the by-law does not discriminate in any of the before mentioned ways.

Shell Canada Products Ltd. v. Vancouver (City), *supra* at p. 27.

70. Furthermore, enabling legislation can authorize explicit discrimination or it can be implied. If not explicit, discrimination genuinely promoting the health, safety or welfare of the inhabitants of a city may be implicitly inferred.

Shell Canada Products Ltd. v. Vancouver (City), *supra* at p. 28.

ISSUE D THE BY-LAW IS NOT VAGUE

D(i) Concept of Vagueness as applied to Municipal By-laws

71. When a municipal council purports to legislate under the powers found in the Municipal Act and thereby creates obligations to be observed by its citizens, the failure to observe which attracts punishment, it is to be expected that the by-law creating such obligations will itself be so explicit that a well-intentioned citizen seeking to observe the provisions of the by-law may, from a reading of the by-law, without the enlargements of its requirement by the order of a municipal servant, be able to satisfy himself that he has complied with its requirements.

R. v. Sandler, [1997] 3 O.R. 614 (C.A.), at p. 6.

72. Under the ordinary meaning rule, courts are obliged to determine the ordinary meaning of the words to be interpreted and to adopt this meaning in the absence of a reason to reject it in favour of some other interpretation. This rule tells courts and other interpreters

that the first consideration to take into account in resolving statutory interpretation problems is the ordinary meaning of the legislative text. As Frederick Bowers writes: "Our first assumption in reading the words of any text is that the author is using them in their ordinary sense, and only if, after reading some way into the text, we have a growing suspicion that he is using words in a different from ordinary sense, with each succeeding word systematically tending in the same direction, do we retrace our steps and start to interpret those words anew."

The Ordinary Meaning Rule in Chapter 3, Statutory Interpretation (1997), Ruth Sullivan, Irwin Law

D(ii) *Doctrine of Severability*

73. The doctrine of severability posits that if part of a by-law is vague, upon proper grounds, that part may be severed from the remaining portion in order that the by-law stand. As far as is practicable, Courts should be loathe to quash an entire by-law if its meaning can be adduced from the remainder of the by-law. A By-law should not be quashed in whole unless the valid portion cannot be clearly distinguished from the invalid. A By-law should not be quashed unless it is clear that Council would not have passed the valid portion without the invalid part.

R. v. Varga, [1979], O.J. No. 418 (Div. Ct.) at p. 8 [overturned on other grounds (1980) 27 O.R. (2d) 274 (C.A.)];

Municipal Act, R.S.O. 1990, c. M.45, s. 136(1).

74. The principles dealing with severability are stated in Rogers, the Law of Municipal Corporations (2nd ed), at pp. 1034.6 to/including 1034.8.

- (1) The statutory authority to quash by-laws vested in the court is to quash such by-law "in whole or in part". If therefore a by-law is illegal in part only and that which is legal can be separated from that which is illegal, the court will separate the good from the bad and preserve the former. If this cannot be done, the whole by-law will fall.
- (2) The portion that is good must be clearly distinguished from the part that is bad so that if the invalid portion is eliminated, there will still remain a perfect and complete by-law capable of being enforced. The parts so separated must not be connected with or essential to each other.

- (3) The court will not declare a by-law good as to the remainder unless it can be presumed that the council would have passed only the good part if it had realized the rest was ultra vires.
- (4) The intention of the council should therefore be looked at. It must be shown that the council would have voted for the good part without the bad part and if not, the by-law must be quashed in its entirety.
- (5) The parts upheld must form, independently of the invalid portion, a complete law in some reasonable aspect so that it may be fairly concluded that the council would have enacted it without the invalid part. The test is, has the council shown an intention to deal with a part of the subject matter legislated upon irrespective of the rest of the subject matter? If so, the good is severable from the bad.

Reid's Heritage Homes Ltd. v. Guelph (City), [2000] O.J. No. 31110 (S.C.J.), at p. 6;

Rogers, the Law of Municipal Corporations (2nd ed), at pp. 1034.6 to/including 1034.8

ISSUE E THE BY-LAW IS NOT IN PITH AND SUBSTANCE REGULATING PUBLIC MORALITY

75. The Respondent does not concede that the by-law is in pith and substance regulating public morality. However, if this Court finds that its purpose also contains moral considerations, it is submitted that as long as a by-law is intra vires the municipality as a valid exercise of the provincially delegated power and its principal object conforms to that power, the by-law should not be declared invalid simply because its purpose may include moral considerations.

538745 Ontario Inc. v. Windsor (City) (1988), 64 O.R. (2d) 38 (C.A.) at p. 6.

76. Furthermore, in *Stadium Corp. of Ontario Ltd. v. Toronto (City)* (1992), 10 O.R. (3d) 203 (Div. Ct.), the Court quoted with approval from *R. v. Fink*, [1967] 2 O.R. 132 (H.C.J.) the following,

"Needless to say, every regulatory enactment which is declaratory of some unlawful conduct can be said to advance some notion of public morality. Just because public morality is advanced by an enactment does not mean that the statute must inevitably fall within the confines of the Federal criminal law power".

R. v. Fink, [1967], 2 O.R. 132 (H.C.J.) per Haines, J. at p. 136.

77. In *Shell*, supra, Mr. Justice Sopinka quoted the following with approval from *Rodgers*, supra, 64.1, at p. 387:

In approaching a problem of construing a municipal enactment a court should endeavour firstly to interpret it so that the powers to be exercised are in consonance with the purposes of the corporation. The provision at hand should be construed with reference to the object of the municipality: to render services to a group of persons in a locality with a view to advancing their health, welfare, safety and good government.

Shell Canada Products Ltd. v. Vancouver (City), supra, at p. 25.

ISSUE F: THE DOCTRINE OF FAIRNESS

78. Fairness is inter-related with the concept of "bad faith". Bad faith by a municipality connotes a lack of candour, frankness and impartiality. It includes arbitrary or unfair conduct and the exercise of power to serve private purposes at the expense of the public interest.

Equity Waste Management of Canada v. Halton Hills (Town) (1997), supra at p. 14.

79. It is submitted that there is a high onus on a person who asserts bad faith in Municipal Council.

Re Sharlmark Hotels and Metropolitan Toronto (1981), supra at 12.

80. The rules of natural justice and the duty to act fairly are concepts historically attributed to tribunals. They imply an ability to be heard. The issue of whether those rules apply to municipal councillors arose in *Old St. Boniface Residents Assn. Inc. v. Winnipeg (City)*, [1990] 3 S.C.R. 1170. In that case, Mr. Justice Sopinka, speaking for the Court said,

"In my opinion, the test that is consistent with the functions of a municipal councillor and enables him or her to carry out the political and legislative duties entrusted to the councillor is one which requires that the objectors or supporters be heard by members of Council who are capable of being persuaded.

Old St. Boniface Residents Assn. Inc. v. Winnipeg (City), [1990] 3 S.C.R. 1170, at p. 17-18.

81. Furthermore, Mr. Justice Sopinka examined the nature and functions of a municipal body and their influence on the rules of natural justice and at pp. 15-16 he quoted favourably from the following case.

In Re Cadillac Development Corp. Ltd. and City of Toronto (1973), 1 O.R. (2d) 20, the Council was called upon to consider the repeal of a land-use by-law. A majority of Council had already made up their minds and had said so. In dismissing an application to quash the by-law on this ground, Henry J. stated, at p. 43:

In respect of a quasi-judicial tribunal in the fullest sense of that concept required to adhere to principles of natural justice this would amount to an allegation of bias such as might be ground for quashing the decision. But regard must be had to the nature of the body reviewing the matter. A municipal council is an elected body having a legislative function within a limited and delegated jurisdiction. Under the democratic process the elected representatives are expected to form views as to matters of public policy affecting the municipality. Indeed, they will have been elected in order to give effect to public views as to important policies to be effected in the community.... They are not Judges, but legislators from whom the ultimate recourse is to the electorate. Once having given notice and fairly heard the objections, the Council is of course free to decide as it sees fit in the public interest.

Henry J. had further occasion to elaborate on the subject in *Re McGill and City of Brantford*, *supra*. It involved a motion to quash a by-law to close certain city streets on the grounds of bias. At the hearing, objectors took the position that the Council had already committed itself to the street closing and that it was therefore unlikely that it could act impartially and in a judicial manner.

After describing the legislative and political nature of a municipal council's function, Henry J. stated, at p. 41:

On this process, which is simply our concept of democracy in action, is imposed the requirement to hold a hearing before roads are closed. What then is the character of such a hearing? Its purpose is to ensure that the Council, before exercising its power to enact a law closing specific roads, must provide a forum in which those whose private rights are adversely affected may assert their objections. It fortifies by law the right every ratepayer has to write to his alderman, organize and address a meeting or conduct a peaceable

demonstration. By statute, he is to be heard, and that by the whole Council, who must provide the opportunity to do so.

82. The above comments were made in the context of legislation imposing an obligation to afford a hearing. It is submitted that in the absence of such an obligation, there is no requirement for a municipal council to hold a hearing. Furthermore, what is the extent of the right to be heard? Is it a right to a hearing before Council or is it a right to write his or her Councillor? It is submitted that the Applicants did both in this case.

83. Even if there was an obligation to hold a hearing in this case, it is submitted that Council did what it was required to do, i.e. it gave the objectors and supporters the opportunity to be heard by members of Council who were capable of being persuaded. There is no requirement to afford that same process once again before the by-law was passed. In any event, the Applicants made further representations to council in writing prior to the passage of the by-law.

Affidavit of Len Woisteholme, Application Record, Volume I, Exhibit "R".

ISSUE G: THE CHARTER OF RIGHTS AND FREEDOMS

Freedom of Expression

Is the activity expression?

84. Freedom of expression was entrenched in our Constitution because in a free, pluralistic and democratic society we prize a diversity of ideas and opinions for their inherent value, both to the community and to the individual.

Irwin Toy Ltd. v. Quebec (A.G.), [1989] 1 S.C.R. 927 at p. 26.

85. Section 2(b) of the Charter is to be given a broad, purposive interpretation. However, the purpose of the guarantee is to permit free expression to the end of promoting truth, political or social participation, and self-fulfilment.

R. v. Zundel, [1992] 2 S.C.R. 731, at p. 13.

86. When faced with an alleged violation of the guarantee of freedom of expression, the first step in the analysis is to determine whether the prohibited activity falls within the sphere of conduct protected by the guarantee. Activity which does not convey or attempt to convey a meaning and thus has no content of expression is not a protected sphere of conduct.

Irwin Toy Ltd. v Quebec (A.G.), supra at p. 26.

87. In *Stadium Corp. of Ontario Ltd. v. Toronto (City)*, supra, the Divisional Court specifically held that no meaning is conveyed by the very same acts that the Applicants argue in this case amount to expression. The Court held that the inclusion of exotic animal acts in circus performances is neither an artistic expression nor an artistic endeavour. It further held that mere statements alleging that exotic animal acts constitute an exciting and entertaining form of artistic endeavour, that the relationship between animals and humans wholly transcends the commonplace images of human society and the animal world (see paragraph 7 of the Affidavit of Jennifer Johnson) do not evince that there are ideas associated with that form of entertainment. Additionally, it also held that bald statements as to artistry and references to "circus culture" do not add to the evidence tending to show that exotic animal shows are a form of artistic expression or symbolic speech that expresses some kind of meaning or message.

Stadium Corp. of Ontario Ltd. v. Toronto (City) (1992), 10 O.R. (3d) 203 (Div. Ct.) (overturned on other grounds), at p. 6.

What is the Purpose and Effect?

88. If an activity falls within the protected sphere of conduct, the second step in the analysis is to determine whether the purpose or effect of the government action in issue was to restrict freedom of expression.

Irwin Toy Ltd., v. Quebec (A.G.), supra at p. 31.

89. It is submitted that neither the purpose nor effect of the by-law is to restrict freedom of expression. The purpose is only to protect the safety of the inhabitants and visitors of the City.

90. In *Irwin Toy*, the majority of the Supreme Court of Canada held that if the purpose of restricting a form of expression was to control access by others to the meaning being conveyed or to control the ability of one conveying to do so, then there is a constitutional infringement of freedom of expression. In other words, content-based restrictions represent an unconstitutional purpose.

Irwin Toy Ltd., v Quebec (A.G.), supra at p. 29.

91. If the government's purpose was not to restrict expression or the conveyance of meaning, the next step is to analyze the effects of the government action.

Irwin Toy Ltd., v Quebec (A.G.), supra at p. 28.

92. The effect of the by-law is not to restrict the Applicants' freedom of expression. The Applicants are free to express themselves through their circuses without the use of exotic animals. There are examples of other circuses expressing themselves without the use of performing exotic animals and it should be noted that the by-law does not prohibit all animal acts (i.e. dogs, horses).

93. If the purpose of the by-law is not to control expression, the burden is on the Applicants to at least identify that the effect of the government action was to restrict freedom of expression. In order to demonstrate such an effect, the applicant must state its claim with reference to the principles and values underlying the freedom. The principles and values underlying the vigilant protection of free expression in a society such as ours are the following:

- (a) seeking and attaining the truth;
- (b) participation in social and political decision-making;
- (c) diversity in forms of individual self-fulfillment and human flourishing as cultivated in a tolerant, welcoming environment for the sake of those who both convey the meaning and to whom the meaning is conveyed.

Irwin Toy Ltd., v. Quebec (A.G.), supra at p. 30.

94. It is submitted that the Applicants' activities of presenting performing exotic animals in their circuses does not fit within any of the principles and values expressed above. The performance does not seek or attain the truth, it is not participation in social and political decision making and it does not foster diverse forms of individual self-fulfillment and human flourishing. It is not expression worthy of protection under the Charter.

The Oakes Test

95. Should a Court find that the purpose or effect of the government legislation is to limit a protected form of expression, it remains to be determined whether the legislation can be upheld as a reasonable limit under Section 1 of the Charter.

R. v. Oakes, [1986] 1 S.C.R. 103.

96. The onus of proving that the limit on the right or freedom is reasonable and demonstrably justified in a free and democratic society rests upon the party seeking to uphold the limitation. The test is two fold:

- a) Is there a pressing and substantial government objective?
- b) Are the means employed proportional to the ends? (The second branch of this test has three components.)
 - i) Is there a rational connection between the means and the ends?
 - ii) Is the charter right impaired as little as possible?
 - iii) Are the effects of the legislation proportional to the government objective?

R. v Oakes, [1986] 1 S.C.R. 103 at pp. 20-22.

(a) Pressing and Substantial Objective

97. In considering the two fold test, a court must have regard for the fact that freedom of expression as contained in Section 2(b) is not absolute and it is subject to objectives of

sufficient importance that might justify overriding the right. It is submitted that the issue of public safety is a pressing and substantial objective.

R. v. Zundel, supra, at p. 19.

(b) *Means proportional to the ends*

(i) *Rational Connection*

98. The means adopted in the by-law need to be rationally connected to its ends. The ends of public safety are appropriate when considering whether there is a rational connection between the means and ends.

Irwin Toy Ltd., v. Quebec (A.G.), supra at p. 38.

99. Although no evidence exists of harm having been occasioned by circus animals to inhabitants of the City of Windsor or visitors, it is submitted that evidence existed and was presented to Council of the dangers inherent in such activity. Actual proof of harm is not necessary. It is sufficient for Parliament (or a legislative body) to have a reasonable basis for concluding that harm will result.

R. v. Butler (1992), 70 C.C.C. (3d) 129 (SCC) at pp. 30-31.

(ii) *Minimal Impairment*

100. Further, a determination should be made to determine if the by-law does not so severely trench upon the protected right that the legislative objective is outweighed by the infringement. In other words, is there some other reasonable way for the legislature (or in the case of a municipality, the Council) to satisfy the objective that would not impair the right or freedom? It is submitted that deference should be afforded to Council in arriving at its own solution in meeting the perceived harm. The evidence suggests that Council was not satisfied that anything less than regulation by prohibiting exotic animals would be appropriate.

Irwin Toy Ltd., v. Quebec (A.G.), supra at pp. 42-43.

R. v. Oakes, [1986] 1 S.C.R. 103 at pp. 21-22.

(iii) *proportionality*

101. In determining whether less intrusive legislation may have been developed, it is not necessary that the legislative scheme be the 'perfect' scheme, but that it is appropriately tailored in the context of the infringed right. In *Irwin Toy*, *supra*, the Court stated:

"while evidence exists that other less intrusive options reflecting more modest objectives were available to the government, there is evidence establishing the necessity of a ban to meet the objective the government had reasonably set. This Court, will not, in the name of minimal impairment, take a restrictive approach to social science evidence and require legislatures to choose the least ambitious means to protect vulnerable groups".

Irwin Toy, *supra*, at p. 42.

102. If it is found that the activity prohibited is expression, it is submitted that it is economic or commercial in nature. While the economic nature of commercial expression does not prevent it from being protected under Section 2(b), the commercial nature may affect the determination of whether a limit on such speech is justified under Section 1. Not all expression is equally worthy of protection nor are all infringements of free expression equally serious. Expressive activity that is primarily or essentially economic does not lie at, or even near, the core of the guarantee of freedom of expression. Accordingly, a somewhat lighter burden is borne by the parties seeking to uphold a limit on it.

Rocket v. Royal College of Dental Surgeons, [1992] S.C.R. 232, at p. 11.

PART IV – Result Requested

103. The Respondent requests that the Application be dismissed with costs.

All of which is respectfully submitted on March 17, 2004.

Mark Nazarewicz
THE CORPORATION OF THE CITY OF WINDSOR
Office of the City Solicitor
Solicitors for the Respondent

7(b)

THE CORPORATION OF THE TOWN OF COBOURG

BY-LAW NUMBER 59-2004

A BY-LAW TO PROHIBIT WILD OR EXOTIC ANIMAL EXHIBITIONS AND PERFORMANCES.

WHEREAS the Municipal Act, 2001, Section 11 provides in part that lower tier municipalities may pass by-laws respecting animals;

AND WHEREAS it is deemed advisable to prohibit wild or exotic animal exhibitions and performances for reasons of animal welfare and public safety;

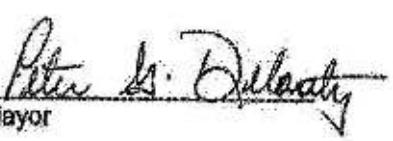
NOW THEREFORE the Municipal Council of the Corporation of the Town of Cobourg enacts as follows:

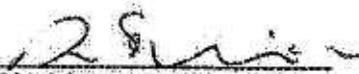
1. In this by-law,

"Wild or exotic animal" means an animal listed on Schedule "A" attached hereto and forming part of this by-law.

2. No person shall operate or carry on a public show, exhibition, performance or circus in which a wild or exotic animal is required to perform for the amusement or entertainment of an audience within the Town of Cobourg.
3. Notwithstanding the provisions of clause 2, nothing in this by-law shall prohibit or restrict an educational display or program offered by an organization accredited by the Canadian Association of Zoological Parks and Aquariums.
4. Every person who contravenes any of the provisions of this by-law is guilty of an offence, and upon conviction, is liable to a fine pursuant to the provisions of the Provincial Offences Act.

READ a first, second and third time and finally passed in Open Council this
28th day of June , 2004.


Peter A. Delaney
Mayor


Municipal Clerk

THE CORPORATION OF THE TOWN OF COBOURG

BY-LAW NUMBER 59-2004**Schedule "A"**

The following list of animals constitutes "wild or exotic animals" for the purposes of the By-law to which this Schedule is attached. The list includes all such animals whether bred in the wild or in captivity and also includes all their hybrids with domestic species. The words in parentheses are intended to act as examples only and are not to be construed as being an exhaustive list or to otherwise limit the generality of each group of animals.

- 1) Non-human primates (such as gorillas and monkeys).
- 2) Felids, except domesticated cats.
- 3) canis, except domestic dogs.
- 4) Ursids (bears).
- 5) Elephants.
- 6) Pinnipedia (such as seals and walruses).
- 7) Crocodillians (such as alligators and crocodiles).
- 8) Marsupials (such as kangaroos and opossums).
- 9) Poisonous & venomous animals (such as reptiles, tarantulas, scorpions, blue winged octopus, stone fish).
- 10) Ungulates, except domestic horses, mules, asses, goats, sheep, pigs, cattle, llamas and alpacas.
- 11) Hyaenas.
- 12) Mustellines (such as skunks, weasels, otters and badgers) except the domestic ferret.
- 13) Procyonidae (such as raccoons and coatis).
- 14) Edentates (such as anteaters, sloth and armadillos).
- 15) Viverrines (such as mongooses, civets, and genets).
- 16) Chiroptera (bats).
- 17) Rodentia (such as porcupines, prairie dogs, capybaras) except for domesticated rodents such as mice, rats, guinea pigs & gerbils.
- 18) Erinaceidae (such as hedgehogs).
- 19) Cetacea (beluga whale, Orca whale, dolphin).
- 20) Testudines (turtle, tortoise, terrapin).
- 21) Snakes.

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THE CORPORATION OF THE TOWN OF COBOURG

BY-LAW NUMBER 07-2002

A BY-LAW TO PROHIBIT PERFORMING EXOTIC OR WILD ANIMAL SHOWS IN MUNICIPAL FACILITIES.

WHEREAS the Municipal Act, R.S.O. 1990, Chapter M.45, Section 210(1) provides in part that by-laws may be passed by the councils of local municipalities for prohibiting or regulating the keeping of animals or any class thereof within the municipality or defined area;

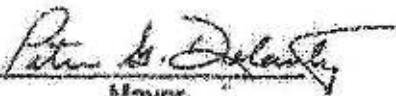
NOW THEREFORE the Municipal Council of the Corporation of the Town of Cobourg enacts as follows:

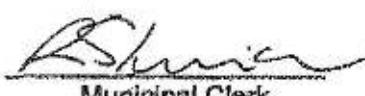
1. THAT in this by-law,

"Exotic or wild animal" means any animal not native to Canada or any animal not normally tamed in its natural habitat whether bred in the wild or in captivity.

2. THAT circuses or other exhibitions with performing exotic or wild animals shall be prohibited in any municipally owned facility or on any municipally owned property.
3. THAT this by-law shall come into effect upon the final passing hereof.

READ a first, second and third time and finally passed in Open Council this 21st day of JANUARY , 2002.


Peter S. Delaney
Mayor


Brian
Municipal Clerk

performing animals.

7(b)5(c)(i)

Material provided by Councillor Sheehan



Greetings Brad Frechette,

Let me begin by thanking you for taking the time to contact me and the rest of Council. In reading your letter I am delighted to read the following: "*Our club understands the intended goal of the motion is to prevent animal acts which are known to abuse animals for the purposes of profit on city property.*" It confirms to me that you not only understand the intent of the resolution but also recognize that abuse occurs with circus animals.

As per your clubs efforts to bring in the RCMP musical ride, this would be allowed under the by-law. When I introduced the resolution to Council in an open session I stated then that the by-law was to cover wild/exotic circus animals i.e. elephants etc and not horses used in musical rides and for that matter dog shows etc. I had spoken with Essar Centre staff as part of my research on the matter and was made aware of things like the RCMP musical ride that might come to the City.

So I agreed then and still agree with your statement: "*However, we urge council to ensure that not all performances which include animals be completely banned from using City of Sault Ste. Marie facilities or property as not all events or performances are the same.*"

There are approximately 30 cities in Canada that have banned "wild/exotic circus animals" and in reviewing some of the by-laws they have written in exclusions for horses and other animals like dogs so as to allow things like the RCMP musical ride to occur. This should be the same for our City as well, and I will be ensuring that such is included in our by-law.

The last point I wanted to make is that banning circuses that use wild/exotic animals is also seen as being a proactive safety initiative as one only has to recall seeing in the news the times that wild/exotic circus animals have gone "wild" and attacked audience members, staff, and trainers.

Again thanks to you and Kiwanis Club of Sault Ste. Marie for all the outstanding efforts for our community.

Sincerely,
Terry Sheehan
City Councillor

Malcolm White

From: Terry Sheehan <terry_sheehan@hotmail.com>
Sent: October 16, 2012 8:43 PM
To: Malcolm White
Subject: Please place my response to original Kiwanis Club letter and Kiwanis response to my letter on the agenda
Attachments: Greetings Brad Frechette.doc

Hi Terry,

Thank you for your response to the concerns of our club. We wish you luck in moving forward with this motion and are relieved to hear our concerns are recognized. We look forward to continuing to plan this event and that we will be able to continue welcome the RCMP in the future. We will provide an update and invitation to council and the people of Sault Ste. Marie once we have the event details finalized. Look forward to your support.

Thank you again,
Brad Frechette
President
Kiwanis Club of Sault Ste. Marie

CIRCUSES**ACTION ALERT****what YOU can do****RESOURCES****Cruelty under the "Big Top"**

When most people hear the word circus, they think of popcorn, candy, "wild" animals and fun. However, behind the glitter and the glitz of the circus lies a cruel world of animal suffering. The animals are unwilling participants in a show that jeopardizes their health, their mental well-being and their lives. Read *The Circus: It's modern slavery* by Dick Gregory

**Travel can be torture**

Some of the larger circuses travel approximately 48 weeks out of the year and cover

thousands of miles. Circus schedules are created to maximize attendees, not to ease suffering of the animals. Some circuses go to warmer states in the summer because residents are accustomed to the heat, even though the animals may be forced to suffer in extreme temperatures. The same unfortunate situation occurs in the winter in colder areas.

The animals either travel in 18-wheelers or by trains. In 18-wheelers, the tigers are kept in cages with barely enough room to turn around; there they are forced to eat, sleep and defecate. Often the animals are not let off the railroad cars immediately, either because of traffic conditions or because the train arrived too early or late. Then the animals are forced to wait inside of the railroad cars for

Circuses**Banned**

Because animals used in circuses are not well protected by law, a growing number of U.S. and foreign cities have enacted laws that ban animal acts.

[List of locales that ban circuses](#)

Animal-Free Circuses

There are circuses that are fun, and exciting with no animal abuse. Cirque du Soleil, The New Pickle Family Circus, Circus Smirkus, Cirque Eloize, Circus Oz and the Mexican National Circus are all wonderful circuses that offer family

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hours even in the extreme temperatures.

Trained by pain

Circuses force animals to perform acts that have nothing to do with how these magnificent creatures behave in the wild. These unnatural acts range from a tiger jumping through a flaming hoop to bears riding bicycles. Animals are sometimes injured while performing; tigers have been burned jumping through a flaming hoop. Training animals to perform unnatural acts requires whips, tight collars, muzzles, electric prods and other tools. Anytime you see elephants, you will notice that circus employees nearby always hold an ankus (a wooden stick with a sharp, pointed hook at the end) to discourage undesired behavior. The ankus is embedded into the most sensitive areas of an elephant, such as around the feet, behind the ears, under the chin, inside the mouth and other locations around the face, and is sometimes used to smash animals across the face.

Lives of constant confinement and frustration of natural instincts force animals into a state of neurosis. Elephants constantly sway back and forth in their chains and the tigers constantly pace in their cages. These repetitive behaviors are symptoms of deep psychological distress. Elephants in the wild walk many miles a day and travel in groups. In the circus, these animals are chained by two legs, unable to take one step forward, except when performing. It is well known that elephants have a close family unit. However, in the circus these families are usually torn apart.

Animals in circuses do not provide a realistic educational tool for children because the animals are forced to perform tricks that are not normal to them. Children are seeing broken-spirited animals reacting to a stressful and unnatural environment.

Public Safety: Reason for Concern

entertainment
full of
excitement and
suspense, with
no animal
suffering.
Complete list of
animal-free
circuses

7(b) Stmt

Animals in circuses are threat to public safety; wild animals on city streets give communities reason to be concerned. When animals are brought in by trains, the animals are sometimes walked to an arena where they will be performing. Cars and elephants are side-by-side on busy city streets. Again, the animals are forced to endure extreme temperatures. Although some animals are accustomed to the heat, they are not used to walking on hot pavement or to not having access to water, trees or mud holes. Circus trainers will even withhold food and water from animals to reduce untimely excrement.

Elephants in circuses have gone on rampages and caused destruction, injuring and killing spectators. Since 1985, over 150 people have been killed or seriously injured by captive elephants who broke free from their handlers or restraints. In 1994 an elephant named Tyke killed her "trainer", then went on a rampage in the streets on Honolulu, injuring onlookers and damaging property. Tyke was eventually gunned down in front of the public by police. Other incidents have occurred when elephants are frightened, sometime by the honking of car horns. Tigers have also been known to attack and kill their "trainers"; others have escaped into terrified communities.

Some elephants in circuses have been found to have a human strain of tuberculosis (TB). These animals pose a serious health risk since they are in contact with the public during publicity events and when children receive elephant rides.

Unseen victims

Some circuses, in addition to having animal performers, will also have other animals in a make-shift zoo. These animals, such as rhinoceroses and giraffes, are kept in small cages and are not let out. They are unable to hide as the public reaches into their cages.

Article from British Columbia Society for the Prevention of Cruelty to Animals

The BC SPCA is opposed to the capture, acclimatization, training and use of animals, particularly exotic ones, in circuses. In the past, people were thrilled at the sight of huge elephants standing on their hind legs, bears riding bicycles and lions and tigers jumping through flaming hoops. However, with greater awareness of the behaviour and needs of wild animals and their habitats, many members of the public have come to question the ethics of the circus environment as it applies to animals.

An increasing number of communities throughout Canada have adopted by-laws rejecting the use of wild or exotic animals in circuses and similar performances. British Columbia is the leading Canadian province with 20 municipalities banning circuses that have wild and exotic animals performing. Modern circuses have already begun to redefine themselves by eliminating outdated and exploitative wild animal acts becoming animal-free circuses - the best known of which is probably Canada's own Cirque du Soleil. The majority of people do not see an 'educational value' in circuses where bears, for example, are taken out of their natural habitat and force-trained to ride bicycles.

For animals still trapped in the existence of the travelling show, it is crucial that the public help their cause. One of the first things that people can do is to boycott circuses with animals. However, municipal bylaws that restrict performing animals is the best way to assure circuses do not have a place to set up.

Conditions on the Road

Circuses travel from one city to another to perform their shows. Touring seasons last quite a while, some 48 to 50 weeks of year. Some circus animals may end a tour with one company only to be placed in another circus tour group, thus working all year long.

Bears, lions, elephants, and other animals travel in 'beast cars' where they sleep, eat, and defecate. Zoocheck's Performing Prisoners A Case Against the Use of Wild Animals in Circuses, Travelling Shows & Novelty Acts report states:

One example is the Moscow Circus which housed Asiatic brown bears, some weighing more than 500 pounds, in cages measuring just 41 inches wide by 54 inches long during its Canadian tour in 1991. The bears were not able to stretch out, play, explore, or engage in their normal repertoire of behaviours. Few animal living quarters are as devoid of stimulation as the circus beast wagon.

Dr. Ken Langelier, a veterinarian who has conducted investigations of circuses for the British Columbia SPCA reports that a trainer with the Carden Circus, on a Canadian tour for the Shrine Circus, said he "...had lost one bear to heat prostration in a previous tour". According to Langelier, "*This particular circus performed two to three times daily seven days a week for 72 straight days while in Canada. The trainers relayed it was a tiring schedule for both them and their animals...*".

Zoos in the past shared similar animal handling methodologies found in circuses, but have since introduced more effective and humane practices. For example, elephant management in zoos no longer chain elephants, yet this is a common practice in circuses.

Public Safety

Is it safe to have wild animals in proximity of people and their homes? Experience has shown that circus animals have gotten loose because of inappropriate cages or barriers. These large wild animals despite trainers claiming to have them under control, at anytime may follow their natural wild instinct and not behave as a 'tamed' animal. Wild animals should be kept wild by respecting their wildness and keeping a safe distance.

Deaths and injury to people have been recorded widely as a result of circus animals due to poor emergency protocols and equipment at circuses. Zoocheck's report found the following Canadian incidents on record:

- 7/07 Newmarket, Ontario - Three elephants escaped from the Garden Bros. Circus and wandered into a nearby residential area before being rounded up and returned to their compound.
- 8/99 Toronto, Ontario - During the "Lights, Camera, Animals" show at Paramount Canada's Wonderland, a lion bit two trainers causing minor injuries. The lion was controlled with a fire extinguisher.
- 5/99 Timmins, Ontario - Between performances of the "Leonard Circus", an elephant killed an employee. The worker was assisting the trainer, prepping the elephant for a show when he was kicked in the head and fell backwards.
- 4/97 Calgary, Alberta - An elephant giving rides at the "Al Azhar Shrine Circus" bit and knocked down one of its handlers. The circus refused to remove the elephant from public performances.
- 8/94 Coquitlam, B.C. - A tiger was caught under a hoop of fire and was burning for approximately ten seconds. The ramp that the tiger was expected to run up to get to the hoop slipped and the hoop of fire fell onto the cat.
- 11/93 Metro Toronto, Ont. A keeper at the Metro Toronto Zoo was gored through the abdomen by an elephant.
- 3/91 Oshawa, Ont. A 450 pound tiger featured in Jane Jones Exotic Circus leapt on passersby on two different occasions.
- 7/90 Mississauga, Ont. A 600 pound tiger escaped for 10 minutes from the Shrine Circus.
- 8/88 Mississauga, Ont. A brown bear at a Moscow Circus matinee performance bolted into the audience.

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According to the 1994 Traffic Europe-World Wildlife Fund report CITES and The Regulation of Wildlife Trade for European Circuses, there is a limited but consistent circus trade in wild-caught apes, bears, elephants, and other species which has escaped the attention of wildlife trade enforcement authorities. According to Zoocheck's report "the impact of the illegal trade on wildlife populations is devastating. It is estimated that 80% of the animals handled die either in the capture process, in transit or within first few months of captivity."

SMART NATURE

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Wednesday, October 17, 2012 | 8:34 AM

Home > News > Op Ed > Coffee Talk > Is it time to end the circus?

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Is it time to end the circus?

by Saeema Vatta

In light of new animal cruelty charges against Feld Entertainment, we wonder: Is it time to reconsider the need for traditional travelling circuses?

Feld Entertainment, the parent company that owns and controls Ringling Bros. and Barnum & Bailey circuses, has recently been fined \$270,000 by the United States Department of Agriculture for violations to the Animal Welfare Act. The fine was levied for at least 27 different violations and acts of animal cruelty; Feld Entertainment has also agreed to new training for animal handlers and hiring someone who will be responsible for Animal Welfare Act compliance.

This isn't the first time Ringling Bros. and Barnum & Bailey have faced complaints or charges for their treatment of animals, and despite the moves made for better animal handling, signs show that it may not be the last. A recent exposé by Deborah Nelson in Mother Jones shows a culture of abuse and mistreatment to animals in the traveling circuses, and a lawsuit was filed (and subsequently thrown out) against Feld Entertainment for animal cruelty earlier this year.

In light of some of the research being done on circus animals, Virginia Congressman Jim Moran recently introduced the "Traveling Exotic Animal Protection Act" which aims to protect animals like elephants in traveling circuses, and add to the restrictions already in place in the Animal Welfare Act. In Canada, many municipalities have already instituted bans on travelling circuses with wild or exotic animals, but a larger, national discussion has yet to take place.

It's time for that discussion.

We need to ask lots of questions: how do we police and enforce appropriate conditions for animals in traveling circuses? Should we allow exotic animals to perform in circuses in the first place? Is it time to end the circus, or at least the traveling circus with animals as we know it?

Circuses that don't use animals, like Cirque Du Soleil, are thriving; there are many places across the country, including zoos and conservation areas, where people can interact with all types of animals from around the world. While the appeal of the traveling circus with exotic animals may have been great decades ago, are they that necessary in today's

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Saeema Vatta

Saeema Vatta is a storyteller, web junkie, hugger extraordinaire, and communications strategist that has helped organizations like the Government of Ontario, The World Bank, and the AIDN create compelling narrative around their work. He performs poetry in the street and gives, arguably, the best hugs in the country. Ask him for one next time you're in Toronto.

Reilly Mant

Reilly Mant published his first newspaper at the age of five. The print run was limited to one handwritten page and consisted of two-day-old hockey scores copied from the Ottawa Journal. Sadly both the Journal and his early start-up are long forgotten pulp. Now a veteran of Ottawa newscasts and small-town newspapers, he is proud to call the nation's capital home.



Monica Bugajski is a freelance writer, actress, and "dreamer" who delights in telling the world exactly what is wrong with it. As a Polish-American-Canadian blonde, she enjoys breaking every single stereotype. She's lived in too many cities to keep track of and studied International Relations at New York University and University of Southern California - Los Angeles where she graduated magna cum laude. She's happy to be back in Toronto and although she lived in LA for the past six years, she relishes in breaking that stereotype as well.

collapse



TheProfile

Is it time to end the circus?

Shut 'er down!

Cat your popcorn, drink your pop and wrap it up! There are far too many abuses, far too many deaths, far too little regulations and far too many other venues and means for people to enjoy the majesty and mystery of animals for circuses to continue.

Available at any time of the day are live cam viewings of animals in their natural habitats. Some of them are cute, some of them are pretty brutal, but they are live and without significant interference to the animals. So they do in fact give us an honest insight to the animal. True, we don't get to pet the animals, but really, should we be petting some of those animals?

Having said all the above, right after the circuses get their close down papers, be prepared for the same to happen to any animal zoo that does not provide a true and spacious animal habitat. Expect zoo closures, exotic animal exhibits and facilities and expect to support animal rescue operations for the rehabilitation of those animals currently in those facilities.

The world is changing. Travel to natural animal habitats are but a quick air flight away, and are often promoted as school field trips and could be once again promoted as family vacations. You remember family vacations right? The mother ...

Yup, close them down and let's see the human performances and those exactly like Cirque du Soleil, which by the way, regardless of which show they are presenting, is worth every penny and deserves total recommendation. :)

Reply

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K

Posted on 07/17/2011 at 1:05 AM

Animals

Cirque du Soleil is fabulous and uses no animals. The acrobatic feats are simply amazing, the costumes wonderful, and as already stated, worth every penny.

There is no need to abuse animals in the name of entertainment.

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ann

Posted on 07/17/2011 at 9:57 AM

Not the only thing that needs changing

Canada's animal cruelty laws haven't been changed since the later 1800s. Yes, travelling circuses are a thing of the past, but don't look for any national changes anytime soon.

Reply

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circusave

Posted on 07/17/2011 at 9:22 AM

It's time to end this circus of animals. They were not put on earth for our entertainment. As stated above, there are many other ways to interact with and observe animals without them having to live their lives being hauled around in cages and made to do stupid tricks for human entertainment. Cirque du Soleil is amazing and there are no animals used there. You can



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USDA and Feld Entertainment, Inc., Reach Settlement Agreement

WASHINGTON, Nov. 28, 2011—The U.S. Department of Agriculture (USDA) and Feld Entertainment, Inc., doing business as Ringling Brothers and Barnum & Bailey Circus (Feld), have reached a settlement agreement in which Feld has paid a civil penalty of \$270,000 for alleged violations of the Animal Welfare Act (AWA) dating from June 2007 to August 2011.

"This settlement sends a direct message to the public and to those who exhibit animals that USDA will take all necessary steps to protect animals regulated under the Animal Welfare Act," said Agriculture Secretary Tom Vilsack. "The civil penalty and other stipulations in the settlement agreement will promote a better understanding of the rights and responsibilities of all exhibitors in maintaining and caring for animals under their care."

USDA is authorized to assess a civil penalty of up to \$10,000 for each AWA violation occurring after June 2008. In addition to paying the \$270,000 civil penalty, the largest assessed against an exhibitor under the AWA, Feld waived the opportunity for a hearing and agreed to develop and implement annual AWA compliance training for all employees who work with and handle animals, including trainers, handlers, attendants and veterinarians starting March 31, 2012, and to establish an AWA compliance position on its staff by February 28, 2012. All Feld employees who will work with and handle animals must complete the training within 30 days of when they are hired.

The Animal and Plant Health Inspection Service (APHIS) is a multi-faceted Agency with a broad mission area that includes protecting and promoting U.S. agricultural health, regulating genetically engineered organisms, administering the AWA, and carrying out wildlife damage management activities. These efforts support the overall mission of USDA.

One of APHIS' core missions is to ensure the welfare of the animals it regulates under the AWA. The AWA sets forth humane standards for care and treatment of animals that are exhibited to the public. APHIS veterinarians, animal care inspectors and investigators are deeply committed to making sure that all USDA licensed exhibitors provide their animals with proper veterinary care, water, a balanced diet of wholesome food, clean and structurally sound housing that affords enough space for the animals to move comfortably, and protection from extremes in temperature and weather.

To ensure that its licensees are meeting federal standards, APHIS inspectors conduct routine, unannounced inspections of all licensed facilities. The non-compliances resolved through this settlement agreement were discovered through APHIS inspections and investigations, as well as public complaints that were submitted to the agency.

A copy of the full settlement agreement can be found at http://www.aphis.usda.gov/animal_welfare/downloads/FELI_signed_agreement.pdf.

#

Note to reporters: USDA news releases, program announcements and media advisories are available on the Internet and through really simple syndication (RSS) feeds. Go to the APHIS news release page at www.aphis.usda.gov/newsroom and click on the RSS feed link.

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OF TIGERS, BY-LAWS AND CIRCUSES

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OF TIGERS, BY-LAWS AND CIRCUSES

The Impact of Bill 50 (Provincial Animal Welfare Act) on the By-Law Jurisdiction of Ontario Municipalities

25 January 2009

Simon Shields, LLB

Toronto, Ontario

1. Background
2. 'Old' Municipal Act Animal Jurisdiction
3. Present Municipal Act Animal Jurisdiction
4. The Effect of Bill 50

1. Background

The subject of this memo is the present (with the passage of Bill 50 the "Provincial Animal Welfare Act") jurisdiction of Ontario municipalities to make by-laws respecting animal welfare, particularly respecting the use of animals in transient entertainment such as circuses.

The historical context of this issue is set by the 1993 Court of Appeal

case of Stadium Corp v Toronto [reviewed in detail in Appendix A]. The jurisprudential result of Stadium Corp was that the Municipal Act's [then] 'circus regulation' jurisdiction (which at the time was held by the upper-tier Municipality of Metro Toronto) had an underlying 'public safety' purpose, and that the primary municipal animal authorities [see s.2 below] then held by the City of Toronto had an underlying purpose of controlling 'nuisances'. The Court of Appeal held that 'animal welfare' purposes as such were NOT a legitimate municipal concern as they lay with the province under the OSPCA Act, and - at least with respect to animal cruelty - also with the federal government's criminal law power.

This memo demonstrates that this law is now changed. Ontario municipalities now plainly have 'animal welfare' by-law authority. This new authority allows for the making of by-laws regulating, prohibiting and licensing both with respect to circuses, and - for that matter - ANY 'animal welfare'-implicated activity.

Below I review in turn the 'old' [pre-01 January 2003] Municipal Act animal-related by-law authorities, the present [post-01 January 2003] Municipal Act animal-related by-law authorities, and the impact of Bill 50 (aka the "Provincial Animal Welfare Act").

2. 'Old' Municipal Act Animal Jurisdiction

The 'old' Municipal Act [RSO 1990, c.M45 - repealed and replaced 01 January 2003] contained a range of specific animal-control by-law authorities, and included those related to:

- Prohibiting/Regulating Species and Numbers

"prohibiting or regulating the keeping of animals or any class thereof within the municipality ..., the number of animals or any class thereof that may be kept by any person, or that may be kept in or about any dwelling unit ..." [s.210, c.1]

- Regulating Breeding and Boarding

"for regulating establishments for the breeding or boarding of animals, ..." [s.210, c.2]

- Establishment of Pounds

"for providing sufficient yards and enclosures for the safekeeping of such animals as it may be the duty of the poundkeeper to impound" [s.210, c.3]

- Animals at Large and Trespassing

"prohibiting or regulating ... the being at large or trespassing of animals, OTHER THAN DOGS, and for providing for impounding them and causing them to be sold, if they are not claimed within a reasonable time or if the damages, fines and expenses are not paid

according to law" [s.210, c.4]

"for prohibiting or regulating the running at large of dogs in the municipality ..., for seizing and impounding and for killing, whether before or after impounding, dogs running at large contrary to the by-law, and for selling dogs so impounded" [s.210, c.13]

- Animal Identification Systems

"for providing for animal identification systems including tagging, tattooing or microchip implantation" [s.210, c.5]

- Leashing Dogs in Public

"for requiring ... an owner of a dog to keep the dog leashed and under the control of some person when the dog is on land in the municipality other than that of the owner" [s.210, c.8]

- Pooper-Scooper

"for requiring an owner of a dog to remove forthwith excrement left by the dog anywhere in the municipality" [s.210, c.9]

- Muzzling and Leashing Dogs After Violence

"for requiring the muzzling or leashing of a dog after it has bitten a person or a domestic animal" [s.210, c.10]

- Dog Licensing

"for licensing or regulating and requiring the registration of dogs" [s.210, c.11]

- Neutering Dogs and Cats

for "establish[ing] clinics for the spaying or neutering of dogs and cats"

As can be seen, these authorities are primarily nuisance-directed, with the sole exception perhaps being the muzzling/leashing authority which might be more better characterized as having a 'public safety' purpose. Consistent with the court's reading in Stadium Corp., none of the above have an overt 'animal welfare' purpose - although animal welfare may be an incidental result of breeding regulation and licensing activities.

3. Present Municipal Act Animal Jurisdiction

(a) Some Old Powers Expressly Preserved

The present [post-01 January 2003] Municipal Act, RSO 2001, c.25 still expressly addresses some of the above-listed 'traditional' animal control jurisdictions - though with some modifications. These include:

- muzzling of dogs [MA, s.105; CTA s.107]
- seizing, impounding and sale of animals at large [MA, s.103; CTA s.106];

Note:

The 'killing' of such dogs is no longer included in this authority, and now appears to be reserved entirely to the procedures of the Dog Owners' Liability Act and Animals for Research Act [see the *Isthatlegal.ca* Dog and Cat Control Law (Ontario) Legal Guide, Chptrs. 2 and 3].

That said, it does appear that the authorities listed above were expressly stated in the legislation for the purpose of both clarity and modification - particularly to limit the authority to pass by-laws providing for the killing of "at large" dogs.

(b) New General Animal By-Law Jurisdiction

However a "new" [post-01 January 2003] general Municipal authority over animals, is now located in both the generic Municipal Act RSO 2001, c.25 and the specific City of Toronto Act, 2006.

It is disarmingly simple. Most Ontario municipalities now may now [MA, s.10(2)9; s.11(3)9; CTA s.8(2)9]:

"... pass by-laws respecting ... animals."

This broad by-law authority seems certain to be interpreted as encompassing - minimally - the traditional 'nuisance' municipal-animal control areas listed in s.2 above in relation to the old Municipal Act [MA 8(2); CTA s.6(2)].

However, as is argued in s.4 below, with the passage of Bill 50 [3rd reading passing 17 November 2008, pending Royal Assent and proclamation]

the way now seems clear for the adoption by municipalities of a broad 'animal-welfare' purpose authority.

(c) Licensing

Of course, the authority to pass by-laws includes the authority to both regulate and prohibit the governed activities altogether [MA s.8(3)(a), CTA

s.8(3)(a)], and to pass by-laws licensing them [MA s.8(3)(c), CTA s.8(3)(c)].

In addition, where animal uses take the form of a "business" [as that term is defined in MA s.150 and CTA s.85, which includes "exhibitions, concerts, festivals and other organized public amusements held for profit or otherwise"] then both the Municipal Act and the City of Toronto Act allow municipal licensing of such activities.

4. The Effect of Bill 50

(a) Bill 50 Overview

Bill 50 (aka the Provincial Animal Welfare Act) is not a new free-standing

Act. Rather it amends the existing Ontario Society for the Prevention of Cruelty to Animals Act ['OSPCA/A'], which previously established the OSPCA

as a police-type body with authority respecting animals in defined "distress" situations.

The pre-Bill 50 OSPCA Act had little substantive animal welfare regulatory content beyond some cat and dog

breeding minimum standards and the generic

'distress' definition which could be enforced by OSPCA orders, breach of which were a regulatory offence. As well, the old OSPCA Act was often criticized for restricting warrantless inspector entry (and thus seizure) of an animal to situations where 'immediate distress' was directly viewed

by the inspector, rather than grounded on such normal evidence as third party reports or sounds heard.

While Bill 50 amendments do much to expand and rationalize the OSPCA's

institutional and police capacities, they do much more than this. They add

free-standing regulatory offence provisions - provisions NOT exclusively

enforceable by the OSPCA - which now directly trigger on the 'distress' criteria. Now, causing or allowing "distress" to an animal is an offence in its own right, punishable by up to a \$60,000 fine and/or two years imprisonment.

That said, these offence provisions will be subject to exceptions for hunting and 'to be defined' (in the regulations) agricultural and other animal-use activities.

(b) OSPCA Exclusivity Provision Repealed

In the Stadium Corp case one of the grounds on which the Court of Appeal held against any municipal 'animal welfare' jurisdiction was an OSPCA-exclusivity clause, the [then] s.10 of the OSPCA Act. That provision

prohibited the existence of any "society, association or group of

individuals" which had "for its object the welfare of or the prevention of cruelty to animals".

Bill 50 repeals that provision.

(c) New Conflict Provision

However, most telling of present provincial government intention on the issue of municipal 'animal welfare' by-law jurisdiction is an otherwise innocuous Bill 50 'conflict-resolution' provision, which reads:

s.18

The Act [OSPCA/A] is amended by adding the following sections:

s.21

In the event of a conflict between a provision of this Act or of a regulation made under this Act and of a municipal by-law pertaining to the welfare of or the prevention of cruelty to animals, the provision that affords the greater protection to animals shall prevail.

As the OSPCA Act grounds the province's established jurisdiction over animal welfare, and as municipalities are "creatures of the province", this provision is plain - albeit inferential - authority a new delegated sharing of 'animal welfare' jurisdiction with municipalities.

Further, conflict resolution between these now shared authorities is structured in the form of a 'floor', not a 'ceiling', analogy. Now municipal by-laws may even surpass the animal welfare protections embodied in the new (Bill 50-amended) OSPCA Act. Thus, even should a (new Bill 50) OSPCA regulation exempt some animal uses from the regulatory offence provisions, municipalities may enter even into these exempted areas and regulate, prohibit or license such animal use activities for 'animal welfare' purposes.

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-202

AGREEMENT: (H1.13) A by-law to authorize a collective agreement between the City and the United Steel Workers Union (Transit) for the period February 1, 2012 to January 31, 2015.

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 DOCUMENTS**

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 collective agreement in the form of Schedule "A" hereto attached and dated the 1st day of February, 2012 and made between the City and the United Steel Workers Union (Transit) for the period February 1, 2012 to January 31, 2015.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

This by-law takes effect as of February 1, 2012.

PASSED in open Council this 5th day of November, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/Bylaws\2012\2012-202 USWA Collective Agreement

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. If not enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(a)

Schedule "A"

AGREEMENT

between

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

-and-

**UNITED STEEL, PAPER, FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS) (TRANSIT)**

February 1, 2012 to January 31, 2015

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COLLECTIVE BARGAINING AGREEMENT

Made effective this 1st day of February, 2012 at Sault Ste. Marie, Ontario.

BETWEEN:

Corporation of the City of Sault Ste. Marie
(Hereinafter called "The City")

of the First Part

-AND-

United Steel, Paper, Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
(United Steelworkers)
(Hereinafter called "The Union")

of the Second Part

1:00 PURPOSE OF AGREEMENT

- 1:01 Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto.
Therefore the City and the Union agree as follows:

2:00 UNION RECOGNITION

- 2:01 The City recognizes the Union, as the sole and exclusive bargaining agency for all its employees at its Transit Garage, save and except: Supervisors, Persons above the rank of Supervisors and Office Staff.

The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraph. Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, casual assistance or instruction. Supervisors excluded.

3:00 NO DISCRIMINATION

- 3:01 The City and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex, national origin, union membership or union activity.

4:00 MANAGEMENT

- 4:01 The Union recognizes that it is the function of management to manage the affairs of the business and to direct the working forces of the City and the right to hire, suspend or discharge for proper cause, or transfer and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested in the City, subject to the terms of this agreement.

5:00 UNION SECURITY

- 5:01 The City shall deduct as a condition of employment union dues and assessments currently in effect as certified by the union on a monthly basis from the wages of each employee covered by this agreement.
- 5:02 All dues and assessments, shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the City with a copy to 68 Dennis St. Sault Ste. Marie, ON P6A 2W9.
- 5:03 The remittance and the R-115 form shall be accompanied by a statement containing a list of names of all employees from whom dues were deducted and the amount of dues deducted.
- 5:04 The Union shall indemnify and save the City harmless against any and all claims or other forms of liability that may arise out of any actions taken by the City in compliance with this article.
- 5:05 The City, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

6:00 ADJUSTMENT OF GRIEVANCES

- 6:01 The employees of the City who are members of the Union shall elect a Committee of at least two (2) but not more than five (5) who shall constitute a negotiating and grievance committee, who may be accompanied by an International Representative of the Union.
- 6:02 In the settlement of any dispute, or grievance, the following procedure shall apply:
- (1) The employee shall first take the grievance up with his Supervisor within forty-eight (48) hours of his knowledge of the event, and the employee shall have the right to be accompanied by a representative of the Union. The Supervisor shall give a decision within forty-eight (48) hours.
- STEP 1 Failing a satisfactory answer, the employee shall put his grievance in writing to the Grievance Committee who may within 5 working days of the reply from the Supervisor, request a hearing by the Manager of Transit & Parking.

The Manager of Transit & Parking shall render a decision within 5 working days of the hearing.

STEP 2 If the Union considers that a satisfactory settlement was not reached at Step 1, it may within 5 working days of the receipt of the Step 1 reply, request a hearing by the Commissioner of Human Resources. The Commissioner of Human Resources shall render a decision within 5 working days of the hearing.

STEP 3 If the Union considers that a satisfactory settlement was not reached at Step 2, it may within 5 working days of the receipt of the Step 2 reply, request a hearing by the Chief Administrative Officer. The Chief Administrative Officer shall render a decision within 5 working days of the hearing.

STEP 4 If the Union considers that a satisfactory settlement was not reached at Step 3, it may within 5 working days of the Step 3 reply, refer the matter to arbitration in accordance with the provisions of the Labour Relations Act.

- (2) A Board of Arbitration shall not alter modify or amend any part of this agreement.
- (3) The Union shall have the right to initiate a grievance of a general nature at Step 2 of this procedure.
- (4) The time limits set out in this procedure may be extended by agreement of the parties.

6:03 Decisions reached by agreement between the City and the Union shall be binding upon the employee as well as the Union and the City.

6:04 Meetings between the City and the Union necessary as a result of this Article shall be held as required on request of either party at a convenient time as may be arranged, and no employee shall be required to lose time from work in connection with a grievance.

7:00 STRIKES OR LOCKOUTS

7:01 The City agrees that during the life of this Agreement it will not cause or direct any lockout of its employees, and the Union agrees that, during the life of this Agreement, there will be no strikes, slow downs, work stoppages or other collective action which will stop or interfere with production or services, and that if any such collective action should be taken, it will instruct its members to carry out the provisions of this Agreement, and to return to work and perform their duties in the usual manner.

8:00 DISCHARGE AND DISCIPLINARY PROCEDURE

8:01 Management shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate suspension or discharge. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably the grievance shall be filed at Step 3 of the Grievance Procedure within five working days.

- 8:02 Warnings shall be given in writing or in the presence of a Union Committeeman or steward. The City and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.
- 8:03 If it is determined or agreed at any step in the Grievance Procedure or decided by a Board of Arbitration that any employee has been disciplined or discharged unjustly, the management shall put him back on his job with no loss of seniority and they shall pay the employee the amount he would have earned had he been working, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

9:00 SENIORITY

- 9:01 The parties recognize that the job opportunity and security should increase in proportion to length of service. It is, therefore, agreed that in all cases of vacancy, promotion, transfer, layoff, termination and rehire after layoff or termination, senior employees shall be entitled to preference.

In recognition, however, of the responsibility of the management for the efficient operation of the service it is understood and agreed that in all such cases Management shall have the right to pass over any employee if in its opinion he does not have the ability or the physical fitness to perform the work.

- 9:02 Seniority of each employee covered by this Agreement shall be established after a probation period of 600 hours within any period or 120 consecutive days. Employees who have completed the probationary period shall be placed on the seniority list and credited with seniority from the date they commenced work with the Transit System.

During such probation period an employee may be terminated based on a lesser standard of performance than required for an established employee.

- 9:03 An employee shall lose his seniority standing and his name shall be removed from all seniority lists for any one of the following reasons:

- (1) If the employee voluntarily quits.
- (2) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this agreement.
- (3) If the employee is laid off and fails to return to work within 10 days after he has been notified to do so by the City by registered mail to his last known address.
- (4) The parties agree to the following conditions regarding employees absent from work due to an occupational illness or accident for which Workers' Compensation is paid.
 - (i) During the first 24 months of such absence the City will provide at its cost all applicable benefits set out in Article 18:00.

- (ii) At the end of such 24 month period such employee shall be responsible for the total cost of all applicable benefits set out in Article 18:00.
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period, after which employment will be terminated.
- (5) The parties agree to the following conditions regarding employees absent from work due to a non-occupational illness or accident:
- (i) During the first 12 months of any such absence the City agrees to provide at its cost all applicable benefits set out in Article 18:00.
 - (ii) At the end of such 12 month period such employees shall be responsible for the total cost of all the applicable benefits set out in Article 18:00.
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.
- (6) The employee is absent from work for five (5) consecutive working days without permission and without providing an acceptable reason to the employer for such absence.

9:04 Job Posting

All vacancies or newly created positions shall be posted for five days on the special bulletin board supplied for Union purposes. An employee desiring the position must make application to management within five days. The senior employee applying for the position shall be given the appointment, provided he qualifies under the provisions of this Agreement, and it is hereby understood and agreed that all employees now on the payroll of the City are hereby confirmed in their respective present positions.

9:05 Seniority Lists

The City shall maintain a seniority list for the shop. A copy of such list shall be posted for employee inspection. A copy also shall be provided to the Union. The list shall be kept up to date.

9:06 Layoff Notice

In the event of layoff due to lack of work the employees affected shall be given notice in accordance with the Employment Standards Act. The Union committee shall be given a copy of the notice.

9:07 Temporary Transfers

If an employee substitutes in any department on any job during the temporary absence of another employee such employee shall receive the rate for the job or his regular rate, whichever is the greater for up to ten (10) working days after which the employee shall be paid the rate of the job they are temporarily replacing. Vacation replacement is excluded from the ten (10) day limitation.

10:00 LEAVE OF ABSENCE

10:01 Leave of absence may be granted up to a maximum period of six months for emergency reasons, which must be approved by the Manager of the Transit System. Temporary extensions may be granted in case of sickness or other legitimate reasons. Failure to return to work at the end of leave will automatically act as a separation from the City. Each employee must receive a written leave of absence, a copy of which will be supplied to the Union.

- (a) The City may refuse to grant leave of absence for the purpose of permitting an employee to accept other employment except where an employee is unable to perform his regular work due to sickness or accident.
- (b) Leave of absence, without pay, for the transaction of Union business, shall be given to delegated members of the Union if the application for such leave is made by the Union, provided such leave does not interfere with the operation of the City, but such leave will not be unreasonably withheld.
- (c) When death occurs to a member of any employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) working days for any days which are normally straight time working days, and fall within the period from day of the death up to and including the day of the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

The immediate family means: mother, father, brother, sister, spouse, common law spouse, son, daughter, grandchild and grandparents, mother-in-law, and father-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (ii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"spouse" means a person

- (a) to whom the person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year,
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the Family Law Act; ("conjoint").

11:00 SAFETY AND HEALTH

- 11:01 The City and Union agree that they mutually desire to maintain high standards of safety and health in the shop in order to prevent industrial injury and illness.
- 11:02 The City shall furnish equipment and supplies necessary to protect employees from injury. The Union will assist the management in carrying out any reasonable accident prevention program.
- 11:03 The City and the Union agree to name a safety and health committee comprising an equal number of City and Union representatives. The Committee's function will be to promote safety and industrial hygiene in the shop. It shall make routine inspections of the shop and equipment and hold regular meetings.
- 11:04 The Union recognizes and the City accepts the responsibility to make adequate and reasonable provisions for the safety and health of the employee during the hours of their employment.
- 11:05 The Union shall be notified immediately of each accident or injury. Upon the request of the Union or Management the safety committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.
- 11:06 The City agrees to supply employees in the Mechanics classification with access to seven (7) coveralls in every two (2) week period.
The City agrees to supply employees in the Body Person classification with access to five (5) changes of a pant and a shirt in every two (2) week period.
The City agrees to supply employees in the Service Attendant and Handyperson/Labour classification with access to five (5) coveralls in every two (2) week period.
The City agrees to supply employees in the Stores Attendance classification with access to five (5) shop coats in every two (2) week period.
The City shall provide each employee with one (1) winter coat every five (5) years.
- 11:07 The City agrees to provide all permanent employees with an annual allowance of one hundred fifty dollars (\$150) effective for payment by March 31, 2013 and increase allowance to one hundred and fifty-five dollars (\$155) effective for payment by March 31, 2014 per Article 17:01 for the purchase of one (1) pair of C.S.A. approved safety boots.

12:00 PAY ON DAY OF INJURY

- 12:01 An employee hurt in an industrial accident shall be paid for time lost on the day he was injured at his regular daily earnings including any overtime premium.
- 12:02 The City shall provide transportation and pay for the time spent by employees during their regular shift hours for medical treatment required as a result of an industrial accident or industrial disease incurred or contracted while in the employ of the City.

12:03 It is not the intent of the above provisions to make the City responsible for the payment of such time and transportation which is compensated by the Workers' Safety and Insurance Board.

13:00 BULLETIN BOARDS

13:01 The City agrees to provide the Union with bulletin boards in the plant for the purpose of posting union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this agreement.

14:00 HANDICAPPED EMPLOYEES

14:01 In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment with the City and becoming physically handicapped as a result thereof, every effort will be made by the City to give the handicapped employee such suitable employment as is available.

15:00 HOURS OF WORK AND OVERTIME

15:01 Nothing in this Article shall be read or construed as a guarantee of hours of work per day or week but the Article shall serve as a basis of scheduling available work in accordance with the terms of this Agreement.

15:02 Wherever and whenever practical, in arranging work schedules, an employee's time off will be consecutive and preference of days off will be given to employees in accordance with their seniority.

15:03 (a) The normal work periods shall consist of eight (8) hours per day and forty (40) hours per week.
Any time worked in excess of the normal work day, or week, shall be paid for at overtime rates.
(b) The work week for the calculation of overtime starts and ends at 12:01 a.m. Sunday.

15:04 No employee shall be required to layoff in order to compensate for any time he may have worked in excess of his normal working hours.

15:05 Every employee who, unless previously notified that he is not required, reports for work on his scheduled shift, shall be paid for not less than four (4) hours at his regular rate.

15:06 Employees shall be allowed ten (10) minutes before lunch and before quitting time for the purpose of washing up.

15:07 In the event of major changes in shift and hours of work it is mutually agreed that the hours of work or shift arrangements will be open for discussion.

15:08 Overtime rates of time and one-half shall be paid to employees in the following events:

1. For hours in excess of eight (8) hours in one day;
2. For hours in excess of forty (40) hours per week;
3. An employee called out to work on other than his normal hours shall be paid for a minimum of three (3) hours pay time and one-half their regular hourly rate.

15:09 Hours for which overtime rates have already been paid shall not be used in the computing of a work week and shall not be paid for a second time.

15:10 Maintenance Shop Overtime Distribution

For overtime work, employees will be asked by seniority rotation so that overtime hours are distributed as equitably as possible. When an employee is requested to work overtime and refuses, the employee loses an overtime turn except those employees on vacation, W.S.I.B., or on paid sick leave will not be charged a turn of overtime. A minimum refusal shall be four (4) hours and two (2) minimums will equal one (1) turn. Accumulated overtime turns will be posted.

15:11 The City shall pay a meal allowance of eleven dollars (\$11.00) (effective the 1st full pay period following ratification of the Memorandum of Settlement by the parties) and increase to eleven dollars and increase to eleven dollars and fifty cents (\$11.50) effective the first full pay period in February 2011 for an employee required to perform more than two (2) hours overtime work continuous with the end of the regular scheduled shift.

Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the aforementioned two (2) hours, then the employee shall receive an additional meal allowance of ten dollars fifty cents (\$10.50).

16:00 PAID HOLIDAYS

16:01 Paid Holidays

The following shall be considered as paid holidays:

New Year's Day, Family Day (3rd Monday in February), Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

16:02 All employees required to work on a day on which a paid holiday is celebrated are under obligation to do so just as on any other working day.

16:03 Each employee shall receive his regular rate of pay for eight (8) hours for each of the previously mentioned holidays.

16:04 Employees required to work on the day of observance of a paid holiday shall be paid time and one-half his regular rate for hours worked in addition to holiday pay.

16:05 An employee required to work overtime or on his regular day off on the day of observance of a paid holiday, shall be paid two times his regular rate for such hours worked in addition to his holiday pay.

- 16:06 To qualify for the payment provided under item three (3) of this Article, the employee must have worked his last scheduled shift prior to and his first scheduled shift after the day on which the paid holiday is celebrated, unless absent on authorization of the Supervisor of the Transit System, such authorization shall not be unreasonably withheld.
- 16:07 In the event that one or more of the ten (10) paid holidays occurs during the employee's vacation he shall have the option of being paid or receiving another day off with pay at his regular rate. An employee who selects another day off shall indicate the alternate day at the time he selects his vacation.
- 16:08 If because it is a holiday and an employee is not scheduled to work on a day on which he normally would be scheduled to work, the employee shall for the purpose of calculating hours of work in the week deemed to have worked eight (8) hours during the holiday.

17:00 WAGE RATES

17:01 The City agrees to pay, and the Union agrees to accept, the following wage schedules:

<u>Job Name</u>	<u>Feb. 1, 2012</u>	<u>Feb. 1, 2013</u>	<u>Feb. 1, 2014</u>
Mechanic I	\$26.81	\$27.35	\$27.90
Bodyman I	\$26.81	\$27.35	\$27.90
Mechanic II	\$26.54	\$27.07	\$27.61
Bodyman II	\$26.54	\$27.07	\$27.61
Stores Attendant	\$22.64	\$23.09	\$23.55
Stores Helper	\$21.07	\$21.49	\$21.92
Handyman/Caretaker	\$21.07	\$21.49	\$21.92
Service Attendant	\$20.41	\$20.82	\$21.24
Handyman/Labour	\$19.43	\$19.82	\$20.22

Lead Hand-50 cents per hour above regular rate.

Mechanics Tool Allowance - Mechanics I and II shall receive a tool allowance of two hundred dollars (\$200.00) effective the 1st of the month following ratification of the memorandum of settlement by the parties. Increase tool allowance to two hundred and twenty-five dollars (\$225) effective February 1, 2014.

The City agrees to process the payment of Boot and Tool Allowance by March 31st each year.

17:02 Premiums

- (1) The City shall pay employees a shift premium of ninety cents (\$0.90) per hour (effective the first full pay following ratification of the Memorandum of Settlement by the parties) for all hours worked on any shift where the majority of hours are worked between 6:00 P.M. and 7:00 A.M. Increase premium to ninety-five cents (\$0.95) effective the first full pay period February 2010.

(2) The City shall pay employees a Sunday Premium of ninety cents (\$0.90) per hour and increase to ninety-five cents (\$0.95) effective the first full pay period February 2010 for all hours worked during the twenty-four hour period beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.

(3) Senior Lead Hand premium to be paid to an employee for hours worked when assigned to the Senior Lead Hand function. The premium shall be:

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties \$1.255 per hour.

Effective February 1, 2013 - \$1.280

Effective February 1, 2014 - \$1.305

Note: This change means that the current practice of paying one (1) hour per week at overtime rate plus the Lead Hand rate to one individual ceases.

17:03 Apprentice

(a) Apprentices shall advance on the following basis to the Automotive Mechanics Rate. Starting rate shall be the Handyman - Labour rate as specified in the collective agreement.

Apprentices shall advance every 1040 hours as certified by the Ministry of Colleges and Universities, until 9,000 hours are completed.

Example:

0 to 1040 hours	- Base Rate
1041 to 2080 hours	- 84% of Mechanic Rate
2081 to 3120 hours	- 86% of Mechanic Rate
3121 to 4160 hours	- 88% of Mechanic Rate
4161 to 5200 hours	- 90% of Mechanic Rate
5201 to 6240 hours	- 92% of Mechanic Rate
6241 to 7280 hours	- 94% of Mechanic Rate
7281 to 8320 hours	- 96% of Mechanic Rate
8321 to 9000 hours	- 98% of Mechanic Rate
9000	- 100% of Mechanic Rate

(b) Apprentice Bodyperson Pay Scale

	% of Body-Person rate	Feb. 1 2012	Feb. 1 2013	Feb. 1 2014
0 to 1040 hours	Base Rate	\$21.07	\$21.49	\$21.92
1041 to 2080 hours	86.67%	\$23.24	\$23.70	\$24.17
2081 to 3120 hours	88.67%	\$23.77	\$24.25	\$24.74
3121 to 4160 hours	90.67%	\$24.31	\$24.80	\$25.30
4161 to 5200 hours	92.67%	\$24.84	\$25.34	\$25.85
5201 to 6240 hours	94.67%	\$25.38	\$25.89	\$26.41
6241 to 7200 hours	100%	\$26.81	\$27.35	\$27.90

The final exam must be successfully completed prior to the apprentice receiving the top rate of pay.

- 17:04 Notwithstanding any other provision of this collective agreement, the City may hire students to be paid as outlined below. Students shall not accrue seniority, and not, except as provided by law, have access to the grievance procedure or be provided with any other benefit.

	<u>2012</u>	<u>2013</u>	<u>2014</u>
1ST YEAR	\$10.72	\$10.93	\$11.15
2ND YEAR	\$10.93	\$11.15	\$11.37
3RD YEAR	\$11.31	\$11.54	\$11.77

18:00 WELFARE

- 18:01 The following welfare benefits will be provided covering employees and their dependents paid for by a 100% contribution from the City.

Under the Great West Life Plan:

Life Insurance (effective July 1, 2005) one and one half times regular earnings.

Double Indemnity for Accidental Death & Dismemberment (effective July 1, 2005)

Weekly Accident and Sickness Benefit

4th day sickness - 1st day accident

26 weeks

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings to a maximum of the maximum dollar amount in effect under the Employment Insurance Act at the commencement of the sickness or date of the accident. It is understood and agreed by the parties that in return for this benefit the full E.I. rebate on premiums shall be retained by the City.

18:02 Green Shield Extended Health Care Plan, including Drug Plan Card System - \$6.00 deductible (increase to \$7.00 Drug Card effective February 1, 2013) and Vision Care (increase to \$325.00 every two years effective the first of the month following ratification of the Memorandum of Settlement by the parties) and increase to \$350.00 effective February 1, 2014. (Note: This amount can be used for laser eye surgery.)

- Pharmacy dispensing fees capped at \$10.00 and increase to \$11.00 effective February 1, 2013 per prescription.
- No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
- Eye Examination – One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.

18:03 Long Term Disability to provide for 60% of an employee's basic hourly rate after 26 weeks, until employee either returns to work or retires on pension, with Canada Pension Plan as a primary offset.

18:04 All employees shall be provided with the Green Shield Dental Plan #9, Rider #3 (Orthodontic, two thousand five hundred dollars (\$2,500) maximum), at current O.D.A. rates minus one year, 100% of the cost of the plan to be paid for by the City. Denture appliance 50/50 co-insurance – maximum of \$500/5 years.

(Note: Overage dependent coverage applicable to age 21 and up to age 25 if in full time attendance at a recognized education institution.)

18:05 The parties agree that eligibility for L.T.D. benefits will cease when:

- (a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or
- (b) The gross monthly income payable from O.M.E.R.S., Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the L.T.D. benefit and the Canada Pension Plan.

18:06 Long Term Disability Insurance shall normally be adjusted effective on the first day of February but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.

18:07 Coverages under the above plans shall be in accordance with the terms and conditions of the applicable policy.

18:08 The City shall have the right to determine the carrier of such benefits.

All refunds, reduction of premiums, dividends, etc. shall become and remain the sole property of the City. The benefits under any such plan or plans will not be changed by the City without the consent of the Union.

18:09 Every employee shall be fully responsible for keeping the City informed of changes in his marital status and number of dependents. The City shall have the right to recover by payroll

deductions any amount of premiums paid in excess of such proper premiums as a result of not being properly informed by any employee of his status for the purpose of such benefits.

18:10 Any employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of the premiums for the benefits outlined in Article 18:00.

18:11 The City agrees to cover the payment of premiums for Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in fulltime employment. It is understood that any changes agreed to by the parties to Extended Health Care coverage will be applicable to the Extended Health Care coverage for retirees under this clause. Employees who retire under this clause will be permitted to purchase at their expense a \$10,000 Life Insurance Policy at Group Rates up to the Age of 65.

19:00 PENSIONS

19:01 All employees covered by this agreement shall be provided with a pension under the provision of the Ontario Municipal Employees Retirement System.

19:02 An employee may continue to work beyond age 65 provided that such employee is mentally and physically capable of performing their job. The City will continue to provide all benefits required by this agreement except Long Term Disability. Such benefit coverage will be provided up to the last day of the month in which the employee attains the age of seventy (70).

20:00 VACATIONS WITH PAY

20:01 Employees shall receive vacations on the following basis:

1. Pay in lieu of vacation to an employee with less than one year of service who terminates his employment shall be 4% of his total wages paid to him.
2. Two weeks vacation for one year continuous service with pay at 4% of his total wages paid to him the previous year.
3. Three weeks vacation for five years continuous service with pay at 6% of his total wages paid to him the previous year.
4. Four weeks vacation for ten years continuous service with pay at 8% of his total wages paid to him the previous year.
5. Five weeks vacation for fifteen years continuous service with pay at 10% of his total wages paid to him the previous year.
6. Six weeks vacation for twenty years continuous service with pay at 12% of his total wages paid to him the previous year.

7. Seven weeks vacation for thirty years continuous service with pay at 14% of his total wages paid to him the previous year.
8. From the date of this Agreement, continuous service is broken only when seniority is forfeited as provided in Articles nine (9) and ten (10).

21:00 JURY PAY

21:01 The City shall pay to any employee who is required to serve and serves on a jury or subpoenaed as a court witness in the District of Algoma, the difference between the amount paid to the employee for the jury or court witness service and the amount the employee would have been paid for the hours the employee would normally have been scheduled to work for the City (without overtime) during the period of time when the employee was prevented from working for the City because of jury or court witness service.

22:00 COPIES OF AGREEMENT

22:01 City is to provide the Union with 20 copies of the agreement.

10(a)

23:00 TERM OF AGREEMENT

23:01 This agreement shall be effective from February 1, 2012 until January 31, 2015 but shall be deemed to be renewed from year to year thereafter unless either party desires to terminate or amend it at the end of any year by giving written notice to the other party at least sixty (60) days prior to the end of such year. Negotiations shall then be undertaken between the said parties within ten (10) days of such notice.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED **THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

(MAYOR)

(CITY CLERK)

**UNITED STEELWORKERS LOCAL 2251
TRANSIT MECHANICS**

D. Brinson

(CHAIRPERSON)

Don Brinson

Jeffrey

LETTER #1

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF SAULT STE. MARIE
AND
UNITED STEELWORKERS LOCAL 2251 (TRANSIT)

INTERPRETATION OF ARTICLE 9:00 - SENIORITY

The parties recognize and agree that the provisions of clauses 9:01 (second paragraph), 9:03 (4) (iii) and 9:03 (5) (iii) must be interpreted and applied in a manner consistent with the provisions of the Ontario Human Rights Code.

Signed this 27th day of September, 2012.

FOR THE UNION

D. Benson
D. B. Benson
G. L. Miller

FOR THE CITY

S. S. S.
S. S. S.
A. L. H.
B. C. P.
M. K.

10(a)

LETTER #2

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF SAULT STE. MARIE

AND

UNITED STEELWORKERS LOCAL 2251 (TRANSIT)

WELFARE BENEFITS

The parties agree to meet during the term of the collective agreement to discuss the cost of welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed this 22nd day of September, 2012.

FOR THE UNION

Benson
Foster

FOR THE CITY

S. D. Smith
Sybil Bragg
K. Bell
B. L. Ladd
M. J. M. Ladd

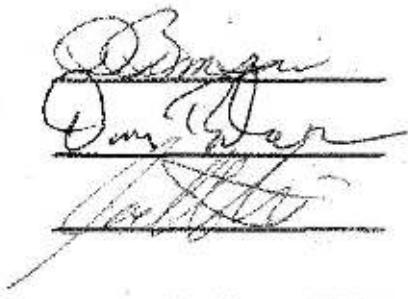
LETTER #3
LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF SAULT STE. MARIE
AND
UNITED STEELWORKERS LOCAL 2251 (TRANSIT)
BANKING OF OVERTIME

Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu – 40 hours (i.e. 5 work days) in a calendar year.
- Requests for lieu time off will be made to the Maintenance supervisor and will be considered on an individual basis at the time of request.
- Approval shall be at the sole discretion of the Manager of Transit & Parking based upon the operational requirements of the Department.
- If not utilized, banked overtime will be paid out the end of each calendar year.
- This Memorandum is on a trial basis until December 31, 2013 at which time it shall be subject to renewal by mutual agreement. If there is not mutual agreement the Letter shall be null and void and there shall be no time off in lieu of overtime.

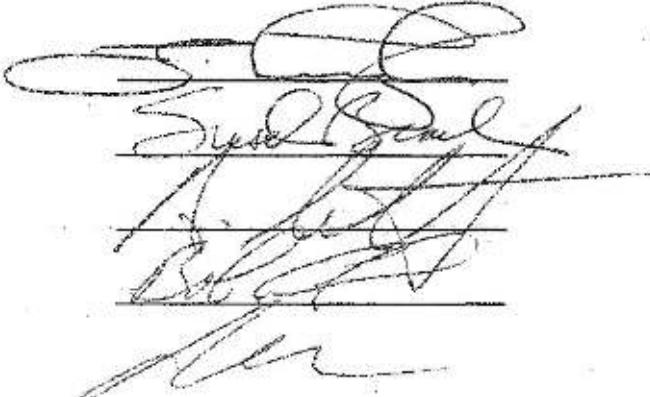
Signed this 22th day of Syndicate, 2012.

FOR THE UNION



Tom Van Pelt

FOR THE CITY



Syd Gould

ID (b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-203

AGREEMENTS: (H1.13) A by-law to authorize an agreement between the City and the Amalgamated Transportation Union (Local 1767) for the term commencing February 1, 2012 to January 31, 2015.

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 DOCUMENTS**

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 an agreement in the form of Schedule "A" hereto attached and dated the 1st day of February, 2012 and made between the City and the Amalgamated Transportation Union (Local 1767) for the term commencing February 1, 2012 to January 31, 2015.

2. **SCHEDULE "A"**

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

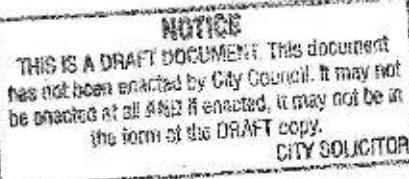
3. **EFFECTIVE DATE**

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

PASSED in open Council this 5th day of November, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



10(b)

Schedule "A"

AGREEMENT

between

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

-and-

AMALGAMATED TRANSPORTATION UNION (LOCAL 1767)

February 1, 2012 to January 31, 2015

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AGREEMENT

Made and entered into this 1st day of February 2012

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(Hereinafter called the "City")
of the first part

-AND-

AMALGAMATED TRANSPORTATION UNION (Local 1767)

(Hereinafter called the "Union")
of the second part

WITNESSETH that in the operation of the lines of the Transit system both parties mutually agree as follows.

ARTICLE 1:00 PURPOSE

- 1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide the machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all the employees who are subject to the provisions of this Agreement

ARTICLE 2:00 RECOGNITION - UNION DUES

- 2:01 The City recognizes the Union as the exclusive collective bargaining agent for all those employees in the classification of Operator and hereby consents and agrees to negotiate with the Union or any authorized committee thereof on matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 2:02 All Operators will join the Union after thirty days as a condition of employment subject to the probationary period in Article 9:01.
- 2:03 The City will deduct, from the wages of each employee, on completion of thirty days of employment, the current monthly union dues as set out from time to time, and remit same to the Union.
- 2:04 The City will be held free of liability in the event of omissions or in the event of incorrect deduction of union dues.

ARTICLE 3:00 DISCRIMINATION

- 3:01 The City and the Union agree not to discriminate against any employee because of their membership in the Union nor for any reason set out in the Ontario Human Rights Code.
- 3:02 Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine had been used wherever the contract so requires.

ARTICLE 4:00 HEALTH & SAFETY

- 4:01 All employees shall work in accordance with the Occupational Health & Safety Act and Operators shall obey the orders of the Dispatcher and/or Supervisor to ensure the system is at no time impaired. Employees shall report health and safety concerns to the Inspector.

ARTICLE 5:00 MANAGEMENT

- 5:01 The Union acknowledges and recognizes that the management of the transit system and the direction of the working forces are fixed exclusively with the City, except as specifically limited by the express provisions of this contract, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the City to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee for just cause, subject to the rights of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 5:02 The Union further recognizes the right of the City to operate and manage the City business in all respects in accordance with its commitments and responsibilities.
- 5:03 The Union further recognizes the right of the City to make or alter rules and regulations from time to time which in the City's discretion are deemed necessary for the safe, continuous, effective, and efficient, operation of the services. The City will advise the Union Representatives of such rules and regulations, or changes to rules and regulations, prior to the implementation of such rules or regulations. No such rule or regulation shall be inconsistent with the terms of this agreement.
- 5:04 The City agrees to give the Union as much notice as possible as determined within the sole discretion of management of the City of the implementation of any major technological change which will result in lay-offs or termination of employees covered by this contract.
- 5:05 The City acknowledges the right of the Union to select a Negotiating Committee of three (3) members who shall be employees of the City. The Union will advise the Manager of Transit, in writing, of the names of the members of such committee, and the names of the three (3) committee members who are to be paid by the City for approved meetings with the City. Such pay shall be for hours that are straight time regularly scheduled working hours; in order that such committee members will not suffer lost time wages for attendance at such meeting. The Union will have the right to have the assistance of a representative of the Amalgamated Transportation Union (ATU) and one (1) ATU Technical Advisor in order to assist with negotiations.

- 5:06 The City recognizes the Legislative Representative of the Union in the performance of his legislative duties. The work of the Legislative Representative will be at no cost, and at no time lost to the City.

It is understood that when a designated representative of the Union is requested to attend with an employee at a meeting with the Employer to discuss a disability accommodation plan, such representative shall not suffer a loss of wages for the time attending such meeting.

- 5:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of such Committee will be established by the parties.
- 5:08 The City agrees to meet and discuss with the Union a minimum of sixty (60) days in advance of the implementation of any contracting out of services performed by members of the bargaining unit.
- 5:09 The City will provide one (1) bulletin board in the main Transit Building and one (1) bulletin board in the Transit Terminal building in areas accessible to employees for the posting of Union notices.

ARTICLE 6:00 DISCIPLINE

- 6:01 The following regulations are agreed upon as to discipline. Any employee against whom charges may be received will be required to report when off duty to the Supervisor Transit Operations. His case will then be considered by the proper officials of the City and will be dealt with in accordance with the following principles:

- (1) For minor cases the employee is to be warned. After two warnings, a minor case becomes a serious case.
- (2) For serious cases, including drunkenness, drinking while on duty, drinking in uniform or drinking on buses, destruction of property, accidents through carelessness or neglect, missing fares through neglect, carrying friends free, incivility to passengers, profanity on buses, or on the premises of the Transit Department, the employee may be disciplined or released from further service.
- (3) For absenting themselves from duty without leave or being absent without leave the employee may be released from further service.
- (4) For habitually reporting late, or habitually gambling on the premises after being duly warned, or for abuse of Employer's passes, the employee may be released from further services.

- 6:02 No Operator shall be dismissed without just cause. A proper investigation will be held with the employee and their union Representative by the Manager of Transit & Parking or the designate. The Operator will be advised, in writing, of the charges against them and the time and place of the investigation. The Operator in question shall be advised of the decision within five (5) working days.

- 6:03 Should the Operator in question not be satisfied with the decision rendered, the employee shall have the right to appeal through the grievance procedure of this agreement.

ARTICLE 7:00 GRIEVANCE PROCEDURE

7:01 Should a dispute arise between the City and any employee(s) regarding the interpretation, meaning, operation or application of the terms of the Agreement including any questions as to whether a matter is arbitrable or where an allegation is made that the Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner providing such grievance is established within 15 calendar days of the occurrence of the facts or events which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps.

COMPLAINT

Grievances shall first be dealt with as a complaint.

It is understood that there is no grievance until the Manager of Transit Services or representative has first had the opportunity to adjust the complaint. Any resolution to a complaint at this step is understood to be without precedent or prejudice to either party.

- STEP I** The employee, who may be assisted by a representative of the Union, shall discuss the case with the Area Coordinator Transit & Parking. Such discussion shall take place within ten (10) days of receipt of the grievance. The Area Coordinator Transit & Parking shall render their decision within five (5) calendar days of the hearing.
- STEP II** If the Union considers that a satisfactory settlement was not reached at Step I, it may, within ten (10) calendar days of receipt of the reply at Step I, request a hearing by the Manager of Transit & Parking, or the designate. Such hearing will be held within fifteen (15) days of the request. The request will state the reason or reasons the answer at Step I was unsatisfactory and in what manner the City's interpretation of the contract clause is disputed. The Manager of Transit & Parking or their representative shall render a decision within five (5) calendar days of the hearing.
- STEP III** If the Union considers that a satisfactory settlement was not reached at Step II, it may within ten (10) calendar days of receipt of the reply at Step II, request a hearing by the Commissioner of Human Resources, or the designate. Such requests shall state the reason or reasons the answer at Step II was unsatisfactory and in what manner the City's interpretation of the contract clause in question is disputed. The Commissioner of Human Resources or the designate shall render a decision within five (5) calendar days of the hearing.
- STEP IV** If the Union considers that a satisfactory settlement was not reached at Step III, it may, within ten (10) calendar days of receipt of the Step III reply, request a hearing by the Chief Administrative Officer. Following this meeting the Chief Administrative Officer shall render a decision within ten (10) calendar days of the hearing.

7:02 GENERAL GRIEVANCE

If a dispute arises directly between the City and the Union regarding the general interpretation, application or alleged violation of the terms of the collective agreement, either the Union or the

City may file a grievance commencing at Step III of the grievance procedure provided a written grievance is filed within fifteen (15) calendar days of the occurrence of the incident giving rise

to the dispute. The grievance shall provide the particulars of the incident, the clause(s) of the collective agreement allegedly violated, and the redress sought.

7:03 The time limits fixed in the Grievance procedure must be observed unless extended by mutual agreement between the parties.

7:04 **NO STRIKES OR LOCKOUTS**

In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the Services of the City for the duration of this Agreement.

ARTICLE 8:00 ARBITRATION PROCEDURE

8:01 If the Union considers that a satisfactory settlement was not reached at Step IV of the Grievance Procedure, it may, within ten (10) calendar days of receipt of the Step IV reply, request that the grievance be referred to arbitration in accordance with the Labour Relations Act of Ontario. A Board of Arbitrators shall not alter, modify or amend any part of the Agreement or make any decision inconsistent with its provisions. However, the Board shall have the power to dispose of a discharge or discipline grievance in a manner which in its opinion, it deems just and equitable. The decision of the Board may be made retroactive to the day when the employee first placed the question before the City by filing of a written grievance.

Each of the parties hereto will bear the expense of its appointed Nominee to the Board of Arbitration and the parties will jointly bear the expense of the Chair of the Arbitration Board.

The time limits fixed in the Arbitration Procedure must be observed unless extended by mutual agreement of the parties.

ARTICLE 9:00 PROBATIONARY PERIOD

9:01 For new employees there shall be a probation period of one hundred and sixty (160) hours for the initial operator training period and one thousand and forty (1,040) hours in active service. If the new employee is not satisfactory and/or does not show aptitude for the work, the employee may be released at any time within that limit without constituting a cause for grievance.

ARTICLE 10:00 SENIORITY

10:01

(a) Seniority rights of Operators will be exercised only as provided in this Agreement.

The right to pick a regular posted assignment shall be governed by seniority. Where such assignments have two complete shifts, the Operators assigned to such assignments shall alternate shifts a week about. Regular assignments, as designated by the Employer, shall be runs which require approximately a standard work week of not less than forty (40) hours. An employee performing a regular assignment shall have their pay reduced by any part of the assignment not performed by the employee.

Any route changes that affect run duration will be deferred until the next formal pick.

Operators shall make their choice of assignments according to seniority. Such assignments are to take effect the first Sunday which starts a pay period in the months of March, June, September and December. Operators will select such assignments during the third week prior to the effective date of the pick. Operators will make their picks by seniority as follows:

Tuesday - Operators	1 - 12
Wednesday - Operators	13 - 24
Thursday - Operators	25 - 36
Friday - Operators	37 - 48
Saturday - Operators	49 - 60
Sunday - Operators	61 - end

Pick periods will be scheduled at 40 minute time intervals until 4:00 P.M. of the pick day. If an Operator fails to pick an assignment as scheduled, such Operator will be assigned to the spareboard. If an Operator is off sick or on compensation at the time of the pick, the Operator shall present proof at the designated pick time, by a medical practitioner that the Operator will be able to return to work within 30 days of posting of the pick in order to exercise the Operator's pick privileges. If the Operator fails to return to work within 30 days of the Operator's designated pick time, upon the Operator's return, the Operator will be assigned to the spareboard for the duration of the pick.

Regular assigned Operators will be allowed to forfeit without pay, a two (2) hour lunch relief assignment (or such longer period that is a lunch relief assignment) when that assignment is their only assigned work for that day. Upon picking their run assignment, they will sign a form stating that they do not wish to work the assignment in question for the duration of the pick.

- (b) Operators scheduled to work greater than five (5) consecutive hours will be provided a thirty (30) minute paid lunch period.
- 10:02 The seniority rank of Operators entering the service will be determined by the hour and date first service is performed for which pay is received under this Agreement, without instruction. In establishing the first seniority roster it is understood that only the service performed for the Transit Department by the individual Operators will be considered. A current seniority roster will be posted February 1st each year. Any protest in seniority rosters must be made in writing within thirty (30) days from time of posting or no further action will be taken. Current seniority rosters and other information relative to seniority or leave of absence will be furnished to the Union representative.
- 10:03 The top 3 Operators on the Spareboard may choose to start their work week on Monday. Their choice will be in effect for the duration of the pick. If a Relief Inspector occupies one of these positions, it will be passed down to the next senior Spareboard Operator. Relief Inspector's days off will be assigned at the discretion of the Scheduler.

When Spareboard Operators are required, the senior operator in point of service will be called for duty, and will be paid a minimum of two (2) hours. The employee will be paid for all time worked, computed on the closest 5 minute basis. Where practical, and where no added costs to the Employer are incurred, rest days will be assigned in consecutive pairs.

An Inspector will be allowed to cover emergency work until an Operator reports for duty.

When an Operator who is on a regular picked run is called out from home to report for work within the hour, the employee will be paid a 4 hour minimum call out. Such call out hours will not be used in the calculation of overtime under Article 11:00.

10:04 When a spare Operator is called and not available for work, the next in point of service will be called and so on until the vacancy for a spare Operator is filled. Spare Operators who have been called and are not available shall lose their turn.

10:05 The City will select the Operators to be sent on charter trips outside the City limits.

10:06 When forces are reduced, Operators shall be taken off in the reverse order of seniority and will retain all rights and privileges. Operators furloughed on account of reduction in forces will be privileged to work elsewhere and retain their seniority. They must maintain on record with the City their correct address and renew same every thirty (30) days.

Operators will be called back to service in seniority order according to the following procedure.

The City will advise each Operator to be recalled by registered mail or telegram.

A copy of such recall notice will be furnished to the Union representative. An Operator receiving such notice will acknowledge receipt of same by registered mail or telegram within seven (7) days, advising the City that the employee will be available for service, which date must not be later than fifteen (15) days from the date the City forwarded recall notices. In extenuating circumstances the fifteen (15) day time limit may be extended at the discretion of the Manager of Transit & Parking. Furloughed Operators failing to comply with these regulations will forfeit their seniority rights and be considered as out of service.

10:07 An Operator appointed to a position not governed by this Agreement shall have the right to return to their position as Operator without loss of seniority.

10:08 An employee's employment shall be considered terminated and their seniority cancelled when:

(a) the employee quits their employment, or

(b) the employee is discharged for cause, or

(c) the employee overstays a leave of absence without reasonable cause.

(d) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident:

(i) During the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in articles 16:01 and 16:02.

(ii) At the end of such twelve (12) month period, such employee will be

- responsible for the total cost of all benefits set out in Articles 16:01 and 16:02.
- (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.
- (b) An employee who is absent from work due to an occupational illness or accident for which WSIB is paid will be provided as follows:
- (i) During the first 24 months of such absence the City will provide at its cost all benefits set out in Articles 16:01 and 16:02.
- (ii) At the end of such month period such employee will be responsible for the total cost of all benefits set out in Articles 16:01 and 16:02.
- (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.
- (e) It is understood that the provisions of 10:08(d)(a)(iii) and 10:08(d)(b)(iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

ARTICLE 11:00 LEAVE OF ABSENCE

11:01 An Operator held off duty to attend court, or inquests, or investigations, or subpoenaed as a Crown witness, in which the Operator is not implicated shall be paid for time lost and reasonable actual expenses. This clause applies only to circumstances occurring while on duty.

11:02 All Employees covered by this Agreement, if called for Jury Duty, will be paid the difference between Jury Duty pay and their regular wages, by the City, for the hours they would normally have been scheduled for work. The employee will present proof of Jury Duty and the amount of pay received.

11:03 Any Operators serving on a committee representing Operators as employees shall not be discriminated against, and shall have leave of absence upon request to serve on such committee. Such a request shall be made at least 24 hours in advance.

11:04 The City may grant, in writing, a leave of absence without loss of seniority and without pay for a period of up to 6 months to any Operators requesting such leave in writing for a good and sufficient cause. For leaves of absences greater than 6 months, the Letter of Understanding dated March 2, 1988, shall apply.

11:05 Any Operator having been absent in excess of five (5) days in succession, thereby forfeits all rights with the City except in the case of sickness, or when leave of absence has been granted. No leave of absence shall be extended to exceed six (6) months, nor reinstatement made after six (6) months continuous absence, except in case of sickness or on active service during war period.

11:06 When death occurs to a member of an employees immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up

to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, father-in-law. Leave of absence without loss of pay for four working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) day shall be granted to an employee to attend the funeral of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law. Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"Spouse" means a person

- (a) to whom a person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*: ("conjoint")

11:07 Notwithstanding the length of service of an employee, the Employer will provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

ARTICLE 12:00 HOURS OF WORK AND OVERTIME

12:01 Each regularly assigned Operator will be scheduled as nearly as possible, to forty (40) hours work or held for duty hours a week and will be paid not less than eighty hours at pro rata rate in a two week pay period. Two days off each week will be consecutive whenever possible. Pay period earnings provided above will be reduced in proportion to scheduled work or held for duty hours that the Operator fails to be available for.

12:02

- (a) Ten (10) hours will constitute a day's work for all Regular Operators with the exception of those Regular Operators on Parabus assignments who will have a regular workday of eight (8) hours. Rates of time and one half to the closest 5 minutes will be paid for all:
 - hours worked or held for duty in excess of ten (10) hours per day or eight (8) hours per day if a Regular Para Bus Operator;
 - in excess of 80 pro rata hours in a two week pay period;

Pay period earnings will be calculated with one-week vacation equaling 40 hours in the calculation of overtime.

There will be no pyramiding of overtime hours.

- (b) Spareboard Operators assigned to Parabus duties may work up to ten (10) hours per day at straight time.

12:03 The Overtime Call List will be posted with the regular run pick and will remain in effect for the duration of the pick. Regular operators must sign this list to be eligible to work overtime. Operators who sign off the Overtime Call List will not be eligible to sign on until they notify the Area Coordinator Transit & Parking or the designate in writing of their intent. Such Operators will have their names placed at the bottom of the Overtime List. Spareboard operators will automatically be placed on the Overtime Call List.

Operators who have signed the overtime call list will be called in seniority rotation so that overtime turns are distributed as equitably as possible. A turn of overtime will be equal to ten (10) hours worked or refused.

When an Operator is called for overtime service and fails to respond, the Operator loses their overtime turn, except those Operators on vacation, on W.S.I.B., or on paid sick leave, will not be charged a turn of overtime. Refusing short changes (less than 8 hours) or double shifting will not be recorded as a refusal.

A chart will be posted weekly for each pick period indicating the hours of overtime worked or refused by each Operator. The hours of worked or refused overtime will be active for the duration of the pick period. Any imbalances in the equitable distribution of overtime hours will be corrected as soon as practically possible.

12:04 Provided Spareboard Operators are available within the two (2) week scheduling period as determined by the Employer, and prior approval of the Employer is obtained, an Operator may request time off without pay only with the current posted assignment period up to a maximum of forty (40) hours per calendar year. This excludes requested time off without pay for "short changes" (i.e. "short changes" are 8 hours or less).

12:05 An Operator will be allowed ten minutes reporting time before a bus leaves the garage.

12:06 Regular Operators will be allowed to change their scheduled shifts daily, weekly, or for the duration of the pick. Vacation is part of the scheduled change when Operators switch for the duration of the pick.

No Operator will work more than eleven (11) consecutive shifts in order to facilitate shift changes. The shift change and the payback must be marked up together.

All shift changes involving Spareboard must be approved by the Employer three (3) days prior to change date.

12:07 Notwithstanding any other provision in the collective agreement, an Operator scheduled to perform charter work will be paid a minimum of one (1) hour and effective February 1, 2010 a minimum of two (2) hours at the applicable rate of pay.

ARTICLE 13:00 RATES OF PAY

13:01 Amend rate of pay for regular Operators and Para bus Operators as follows:

Effective the 1st full pay period following ratification of the Memorandum of Settlement by the parties, increase wage rate expired on January 31, 2012 by \$0.78 to \$23.54 and apply a 2% increase which results in a wage rate of \$24.01.

Increase wage rate by 2% to \$24.49 effective February 1, 2013.

Effective February 1, 2014, increase wage rate by \$0.03 to \$24.52 and apply a 2% increase which results in a wage rate of \$25.01.

Note: A one-time lump sum payment of \$500 will be paid to actively at work Operators as soon as possible following ratification of the Memorandum of Settlement by the parties.

A new Operator will receive the full hourly rate as soon as the employee takes over operational driving on their own.

13:02 New employees breaking in will be paid 1/2 time until judged capable of taking over operation duties on their own. Such employees will not work over ten (10) hours in one day or the normal hours in the week.

13:03 The City agrees to make payroll deductions for employees making contributions to the Northern Credit Union.

13:04 Paydays will be every second Thursday.

13:05 An Operator leaving the City's services shall be paid at the earliest practical time and shall be given a service letter over the signature of the Manager or the designate upon application, stating reasons for leaving, capacity in which the employee was employed and length of service with the City.

13:06 Employees covered by this Agreement shall be paid every second Thursday by direct payroll deposit.

ARTICLE 14:00 SPECIFIED PAID HOLIDAYS

14:01 Regular route runs on a Specified Paid Holiday will be paid what the run would normally have paid had it not been a holiday.

Spareboard employees on a regular run will be paid what the run would pay a regular assigned Operator. Unassigned employees on the spareboard will receive eight hours pay for all Specified Paid Holidays.

The following shall be considered paid holidays:

New Year's Day	Family Day (3 rd Monday in February)
Good Friday	Easter Sunday
Victoria Day	Canada Day *
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

* When Canada Day falls on a Sunday, it shall be considered a regular work day and the Holiday will be the Monday.

- 14:02 (a) An employee required to work on the day of observance of a Specified Paid Holiday shall be paid 1 1/2 times their regular rate for the hours worked in addition to this holiday pay.
- (b) An employee required to work on their regular day off on the day of observance of a specified paid holiday shall be paid two times their regular rate for such hours worked in addition to their holiday pay.

- 14:03 In order for an employee to qualify for any of the above rates of specified holiday pay an employee must have worked their last scheduled shift prior to and their first scheduled after the day on which the specified paid holiday is celebrated unless absent on authorization of the Manager or their appointee. Such authorization will not be withheld unreasonably.

Section 12:06 has no bearing on this section.

- 14:04 On a specified paid holiday an Operator holding a steady run which is working on that day will be required to work, except to the extent that the employee is able to arrange relief.

ARTICLE 15:00 VACATIONS

- 15:01 When an Operator has completed one calendar year service with the City, the employee will be entitled to two (2) weeks vacation with pay at 4% of their total wages paid to the employee the previous year.

- 15:02 After five (5) years of continuous service the employee will be entitled to three (3) weeks vacation with pay at 6% of their total wages paid to the employee the previous year.

- 15:03 After ten (10) years continuous service the employee will be entitled to four (4) weeks vacation with pay at 8% of their total wages paid to the employee the previous year.

- 15:04 After fifteen (15) years continuous service the employee will be entitled to five (5) weeks vacation with pay at 10% of their total wages paid to the employee the previous year.

- 15:05 After twenty (20) years continuous service the employee will be entitled to six (6) weeks vacation with pay at 12% of their total wages paid to the employee the previous year.

- 15:06 After thirty (30) years continuous service the employee will be entitled to seven (7) weeks vacation with pay at 14% of their total wages paid to the employee the previous year.

15:07 Vacation Selection Schedule:

- (a) Operators by seniority will select their vacation pick at scheduled times. Vacation pick periods will be scheduled at two hour intervals beginning November 1st, 7A.M. to 5 P.M., continuing seven days a week until the first round vacation pick is completed. The second round of the vacation pick will begin the day following the completion of the first round vacation pick and will continue until completed.

Example:

November	1	Operator 1 to 5
	2	Operator 6 to 10 1st round pick
	3	Operator 11 to 15 3 wks. selection

	14	Operator 81 to end
--	----	--------------------

November	15	Operator 1 to 5
	16	Operator 6 to 10 2nd round pick
	17	Operator 11 to 15 remaining weeks

Daily time schedule:

Operator #1 -	7 AM to 9 AM
Operator #2 -	9 AM to 11 AM
Operator #3 -	11 AM to 1 PM
Operator #4 -	1 PM to 3 PM
Operator #5 -	3 PM to 5 PM

- (b) Failure of an Operator to select their vacation pick in their scheduled time will result in the loss of their vacation pick until such time as they notify Transit Management of their desire to make their vacation picks. Upon notification to Transit Management of their desire to make a vacation pick, the Operator will be allowed to pick immediately after the Operator who is scheduled in that time frame makes their pick. The pick schedule will then continue on as scheduled.
- (c) Operators who cannot be present to select their vacation pick will be permitted to telephone their choice or leave their choice with the Supervisor Transit Operations or the designate, who will record the pick on behalf of the Operator.
- (d) The Vacation Selection Schedule will be posted October 15th each year. Operators will be responsible to check their number and time schedule for their vacation pick, as numbers and times of selection may change each year.

15:08 Should an Operator be on L.T.D., Weekly Indemnity or WSIB at the time when their annual vacation is scheduled to occur, the vacations will be rescheduled to a time mutually agreed to between the employee and their Supervisor and will be rescheduled within two weeks of return to work, from among vacation openings existing as of January 1st of that calendar year.

ARTICLE 16:00 WELFARE

16:01 The City agrees to provide the following welfare benefits to employees classified as Operator II with the City paying 100% of the premiums for such benefits:

Ontario Health Insurance Plan

Life Insurance plus A.D. & D. \$38,000.00

Weekly Accident and Sickness Benefit:

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings to a maximum of the maximum dollar amount in effect under the Employment Insurance Act at the commence of the disability. It is understood and agreed by the parties that in return for this benefit the full U.I.C. rebate on premiums shall be retained by the City.

Green Shield Extended Healthcare Benefit

Benefit changes effective the first of the month following ratification of the Memorandum of Settlement by the parties:

- \$9.00 drug card system (drug plan is voluntary generic substitution)
- Vision Care (eyeglass subsidy \$300.00 every two years).
- One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.
- Pharmacy dispensing fees capped at \$10 per prescription. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
- Orthotics – 50% / 50% co-share

Effective October 1, 2012 newly hired employees shall have a prescription drug plan at 90% City / 10% employee co-share.

Cap Private Duty Nursing @ ninety (90) – eight (8) hour shifts per year.

Long Term Disability to provide 60% of an employee's basic hourly rate after 26 weeks with Canada Pension Plan as a primary offset.

Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of the settlement. Coverage shall be in accordance with the terms and conditions of Great West Life Policy #320925 Division 9.

The inclusion of the policy number is for identification only and will not affect other articles of the Collective Agreement.

• **Active Employees Over Age 65**

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, provide the following benefits to employees who continue to be actively employed beyond age 65:

- Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.
 1. Drug plan capped at \$1000 per annum. Remains 90%/10% co-insurance; \$9 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to \$1,000 per annum cap.
 2. Paramedical capped \$500 per annum.
 3. Vision Care - \$200/24months. No eye examination coverage.
 4. No coverage of medical items.
 5. Orthotics - 50% / 50% co share
- Life: Reduce to \$10,000 fixed to retirement or age 70 max.

Benefits implemented effective the first of the month following the date the employee attains age 65.

16:02 Employees will be provided with Green Shield Dental Plan #9 with Rider #3 (\$1,500 orthodontic limit), on the basis of one year behind current O.D.A. fee schedule.

16:03 Overage Dependent Coverage to age twenty five (25) is included in the Green Shield Extended Health Care and Dental coverage.

16:04 An employee absent on sick leave must furnish a medical certificate stating the nature of their illness if requested by Management.

An employee on sick leave for 30 days or more must furnish a certificate of physical fitness to return to duty without expense to the City.

16:05 An employee hurt in an industrial accident shall be paid for the scheduled time lost on the day the employee was injured at their regular rate including any overtime premium.

16:06 The City shall provide transportation pay for the time spent by employees during their regular shift hours for medical treatment required as a result of an industrial accident or industrial disease incurred or contracted while in the employ of the City. It is not the intent of the above provisions to make the City responsible for the payment of such time and transportation which is compensated by WSIB.

16:07 An employee who is absent from work without pay for 30 days or more shall be fully responsible for the payment of the total cost of premiums for the benefits outlined in Articles 16:01 and 16:02.

16:08 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or the number of dependents within 15 days of the change. The Corporation shall have the right to recover by payroll deduction, any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverages.

16:09 The City shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.

16:10 (a) Operator I

New Operators *hired on or after April 1, 2003* will be provided with the following welfare benefits during the first four thousand one hundred and sixty (4,160) hours of work with 100% of the premium paid by the City:

- Prescription Drug Benefit Plan at 90/10% Co-insurance*
* Drug benefit subject to elimination of OTC's & \$8 dispensing fee cap.
Vision Care \$100 per 24 months
- (b) While it is understood that employees in the Operator I and Operator II classifications may work on an as required basis, the inclusion of this clause is not to be interpreted as Part-Time Employees.

ARTICLE 17:00 PENSIONS

17:01 All employees covered by this Agreement will participate in the Ontario Municipal Employees Retirement System and the Canada Pension Plan in accordance with the applicable statutes.

17:02 The City agrees to pay the premium for the Green Shield Extended Health Care Plan inclusive of the Card System Drug Plan from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It is understood that any improvements, or any other revisions agreed to by the parties to the Green Shield Extended Health Care Plan will be applicable to the Green Shield Extended Health Care Plan for retirees under this clause. It shall also exclude payment to any retired employee engaged in full time employment. Retirement is defined as the leaving of employment and receiving an unreduced early retirement pension from O.M.E.R.S.

(Note: Employees, who are subject to the 90% / 10% co-insurance under the Prescription Drug Plan and retire, shall only be eligible for 90% / 10% co-insurance for the Prescription Drug Plan under this clause.)

All employees upon retirement may revert to \$10,000 Group Life Insurance up to age 65, 100% of the cost to be paid by the employee.

17:03 Any employee retiring on the Company Pension Plan will be granted a lifetime pass.

ARTICLE 18:00 UNIFORMS

18:01 Employees shall be required to wear uniforms as designated by the City.

18:02 An Operator leaving the service of the City shall return the latest issue of uniforms.

ARTICLE 19:00 GENERAL RULES

- 19:01 An Operator will be responsible to collect and turn in any articles found in the bus.
- 19:02 When Operators are sent out of town they shall be allowed actual reasonable expenses for meals and sleeping accommodations when claim is accompanied by receipts.
- 19:03 An Operator shall use their own judgment when operating any bus and if in their opinion the bus is not mechanically safe, it must be reported to the garage immediately.
- 19:04 Operators shall not be required to pay fines on account of damages to City equipment other than for violation of the Highway Traffic Act.
- 19:05 All employees covered by this Agreement shall be provided with a pass on buses.
- 19:06 A meal allowance of \$11.75 (effective the first of the month following ratification of the memorandum of Settlement by the parties) will be paid, to all Operators called to report within the hour for a full overtime shift. (Increase Meal Allowance to \$12.00 effective February 1, 2013 and to \$12.25 effective February 1, 2014.)
- 19:07
- (a) When an employee is retained before or after a shift to complete an Accident/Incident Report, the employee shall be paid fifteen (15) minutes at straight time.
 - (b) When an employee is retained before or after a shift to meet with the City's insurance adjuster, the employee shall be paid in accordance with the collective agreement for the time in attendance at such meeting as approved by the Manager of Transit & Parking or designate.

ARTICLE 20:00 DURATION

20:01 This Agreement shall be effective from February 1, 2012 and shall remain in effect until January 31st, 2015 and shall thereafter continue from year to year unless not more than one hundred and twenty (120) days nor less than 30 days before the expiration date, either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date. Negotiations shall then be scheduled between said parties within ten (10) days of such notice.

FOR THE EMPLOYEES

Chair
AMALGAMATED TRANSPORTATION UNION
GENERAL COMMITTEE OF ADJUSTMENT



WITNESS



WITNESS

FOR THE CITY

MAYOR

CITY CLERK

10(b)

LETTER #1

LETTER OF UNDERSTANDING

BETWEEN

AMALGAMATED TRANSPORTATION UNION LOCAL 1767

AND

THE CITY OF SAULT STE. MARIE

COFFEE BREAKS

The Parties agree that the issue of paid coffee breaks is resolved with the City converting the cost of free unlimited coffee and soft drinks into the hourly rate of pay.

Agreed to this 22nd day of October, 2012.

FOR THE UNION

L. Lewis
J. J. L.
C. M. Smith

FOR THE CITY

S. G.
S. C. S.
T. H.
D. S.

LETTER #2**LETTER OF UNDERSTANDING****between****AMALGAMATED TRANSPORTATION UNION LOCAL 1767****and****THE CITY OF SAULT STE. MARIE****LOSS OF LICENCE**

The Parties agree to the following procedure in the cases of loss of driver's licence for impaired driving.

On the first conviction of impaired driving, a leave of absence for the period for the period of two (2) years will be granted, subject to the following conditions:

1. Each case will be judged on its merits and will be at the discretion of the City.
2. The Employee will be responsible for the payment of all benefit costs during the period of the leave of absence.
3. The Employee will not accumulate seniority nor service during the period of the leave of absence (starting employment date will be adjusted to offset the time on leave of absence).
4. On return to work, the Employee will be assigned to the spareboard until the next assignment pick.
5. It is recommended that the Employee enroll in a treatment program as necessary.

An employee who is required to use an "ignition interlock" to operate a vehicle is not deemed to have the required license restored in order to operate a City transit vehicle. There shall be no requirement for the City to install "ignition interlocks" on City vehicles.

In the event that an employee is convicted of a second charge of impaired driving, no leave of absence will be granted and employment will be terminated.

The above procedure is agreed to notwithstanding the provision of Article 10:05 of the collective agreement.

Agreed to this 27th day of October, 2012.

FOR THE UNION

J. Lewis
John Lewis
AMALGAMATED TRANSPORTATION UNION LOCAL 1767

FOR THE CITY

Sue D. Byley
Sue D. Byley
Sue D. Byley
Sue D. Byley

10(b)

LETTER #3

JOINT CONSULTATION COMMITTEE
TERMS AND CONDITIONS

The City of Sault Ste. Marie and the Amalgamated Transportation Union – Local 1767, agree to the following terms related to the provision of Article 5:07 of the collective agreement:

1. The Committee will consist of two (2) representatives of each party to deal with matters of mutual concern relating to the Transit operation.
2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location. Such meetings will be scheduled during normal City business hours - 8:30 A.M. to 4:30 P.M., Monday through Friday."
3. Any member required to attend such meetings will suffer no lost pay.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five working days in advance of the meeting. Minutes of the meeting will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
6. The Committee shall not have the authority to alter or amend the Collective Agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to resolve the issues in a cooperative manner.

Agreed to this 22nd day of October, 2012.

FOR THE UNION

J. Davis
John Davis
AMTU 1767

FOR THE CITY

D. R. Gagnon
D. R. Gagnon
D. R. Gagnon
D. R. Gagnon

10(b)

LETTER #4

MEMORANDUM OF UNDERSTANDING

The Union agrees to meet with the Employer during the term of the agreement to discuss Welfare Benefits and methods by which to contain the escalating costs of these benefits.

Agreed to this 22nd day of October, 2012.

FOR THE UNION

J. Lewis
John Lewis
ELMira Beller

FOR THE CITY

S. S.
Sandy Saylor
M. T. H.
M. T. H.
D. D. S.

LETTER #5

LETTER OF UNDERSTANDING

between

AMALGAMATED TRANSPORTATION UNION LOCAL 1767

and

THE CITY OF SAULT STE. MARIE

UNIFORM POINT SYSTEM
(Effective 2009)

All uniforms must be worn according to Transit Policy.

Item of Clothing	Value
1 pair of men's or women's trousers	2 points
1 dress shirt (long or short sleeve)	1 point
1 polo shirt	1 point
1 windbreaker	2 points
1 three season jacket	9 points
1 half zip pullover	2 points
1 mock turtle neck	1 point
2 baseball caps	1 point
2 ties	1 point
1 pair of constructed bermuda short	2 points
3 pairs of short bermuda sock	1 point
1 Raincoat	2 points
1 pair of mechanic's work gloves	1 point

Every new operator will receive 2 pairs of trousers, 4 dress shirts, 2 polo shirts, 1 three season coat, 2 ties, 1 windbreaker, 2 pairs of shorts, 1 rain coat and 1 baseball cap.

Note: Upon successful completion of the probationary period, employees will accumulate fourteen (14) points for each calendar year of service (January to December). Points will be prorated for absence from work due to W.I., W.S.I.B., or Leave of Absence for thirty (30) or more cumulative days of absence in any given calendar year.

The parties agree to meet during the term of this collective agreement to discuss the point system and the quality of the garments to be purchased.

Agreed to this 30th day of October, 2012.

FOR THE UNION

J. Lewis
D. T. L.
CLINTON

FOR THE CITY

Spud D'Amato
City Clerk
City of Sault Ste. Marie

LETTER #6**CLARIFICATION OF PRACTICE****Specified Holiday Pay - Regularly Assigned Operators
On a Day Off or During a Week of Schedule Vacation**

For a Specified Paid Holiday on a regular day off the Operator or during a week of scheduled vacation the Operator will be paid the greater of:

1. The average of the hours worked in the work week of the statutory holiday,
or
2. The Employment Standards Act Requirements.

It is understood that RTO hours during the week of the Specified Paid holiday will be excluded for averaging purposes.

The Employment Standards Act considers hours worked in its averaging for Specified Paid Holidays.

Agreed to this 22nd day of October, 2012.

FOR THE UNION

J. Lewis
John Lewis
UNSET

FOR THE CITY

S. S.
Sgt. S.
D. C. G.
D. C. G.
D. C. G.

LETTER #7**LETTER OF UNDERSTANDING
VACATION SCHEDULING**

Employees who schedule a week of vacation containing a Specified Paid Holiday will be permitted to elect to hold one (1) vacation day as a floating holiday.

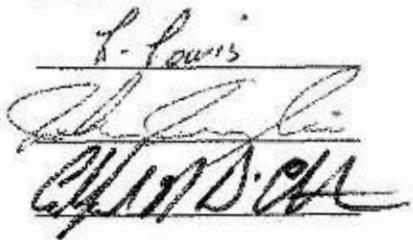
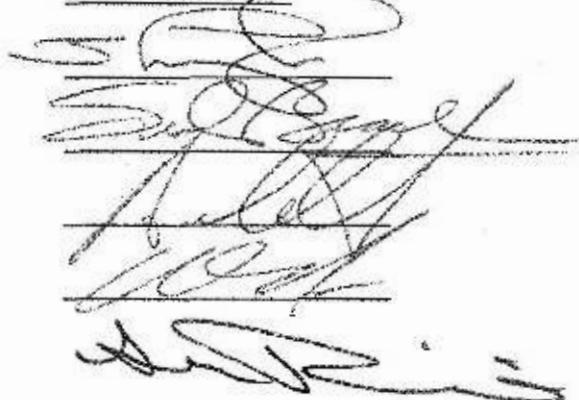
Employees will be permitted to hold only a maximum of three (3) floating holidays.

Instead of receiving a vacation pay on the Specified Paid Holiday the employee would be paid such vacation pay on the floating holiday.

Employees will make a declaration to take such floating holidays at the normal vacation selection time.

Requests for booking the floating holiday will be submitted for approval by the Area Coordinator Transit & Parking or designate no later than one (1) week before taking the paid holiday. Approval will be at the sole discretion of the Area Coordinator Transit & Parking or designate.

Agreed to this 20th day of October, 2012.

FOR THE UNION**FOR THE CITY**

10(b)

LETTER #8
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSPORTATION UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE

VIDEO SECURITY SURVEILLANCE CAMERAS

The City confirms the following general principles that are the guidelines that would be used with respect to the use of video security surveillance cameras at Transit:

- Cameras are not used to monitor employee performance.
- Cameras will not be situated in areas where employee has a reasonable expectation of privacy e.g. change areas, wash rooms.
- Access to recorded information is restricted through the Commissioner of Public works or Commissioner of Human Resources.
- Employees who are observed and recorded by video technology engaging in conduct that is in violation of City Policy/Procedures and/or law are advised that such information may be used by the City with respect to disciplinary action up to and including discharge.
- The City has no plans at this time with respect to the installation of video security surveillance cameras on City buses and, in any event, the Union would be advised in advance of such actions.

Agreed to this 22nd day of October, 2012.

FOR THE UNION

L. Lewis
J. D. L.
CLUNDERT

FOR THE CITY

D. D. Goyal
R. L. Johnson
D. J. Johnson

LETTER #9
LETTER OF UNDERSTANDING
BETWEEN
AMALGAMATED TRANSPORTATION UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE

PARA BUS RUNS ON PAID HOLIDAYS

The City has the sole discretion to cancel any work on a Paid Holiday.

In assigning available work on that day the following will apply:

1. If any work falls during a currently existing work assignment the operator is required to complete that assignment.
2. If any work falls outside a picked run the senior operator on a Para Bus run that has had their work assignment cancelled will be offered the work.
3. All other remaining work will be assigned to spareboard as per the collective agreement.

Agreed to this 22nd day of October, 2012.

FOR THE UNION

L. Davis
J. Coughlin
G. M. Scott

FOR THE CITY

S. D. St. Jean
D. B. Gaultier
D. J. Gaultier
D. J. Gaultier

10(b)

LETTER #10

LETTER OF UNDERSTANDING

BETWEEN

AMALGAMATED TRANSPORTATION UNION LOCAL 1767

AND

THE CITY OF SAULT STE. MARIE

SPECIFIED PAID HOLIDAYS

The parties agree to meet prior to February 1, 2013 to establish a procedure for work on Specified Paid Holidays. Such procedure shall be effective for the term of this collective agreement only and shall be subject to renewal only by mutual agreement. The following shall be the basis for discussion:

Determine which holidays this Letter shall apply to.

On a determined Specified Paid Holiday, all operators shall be taken off their assigned work and the following matters shall be discussed:

- (a) The City shall determine the number of employees required to work on a paid holiday to meet the service levels that the City determines.
- (b) The City shall post a "Specified Paid Holiday Signing Sheet" at the time of pick selection and,
 - (1) Employees shall sign the sheet according to seniority and shall be allowed to work the holiday whether it is the employee's day off or not.
 - (2) Employees shall have the right to pick the assignment for that day.
 - (3) If no employee signs the sheet, then employees who would ordinarily be assigned to that work shall be required to perform that work.
 - (4) Once a selection has been finalized and an employee has made a selection to work on a specified paid holiday, s/he cannot decide not to work at a later date, cannot be bumped off the selection and cannot change the shift originally signed and selected.

Agreed to this 22nd day of October, 2012.

FOR THE UNION

J. Lewis
J. Lewis
ATLANTIC

FOR THE CITY

Steve J. Goss
Steve J. Goss
Steve J. Goss
Steve J. Goss

LETTER #11**LETTER OF UNDERSTANDING****BETWEEN****AMALGAMATED TRANSPORTATION UNION LOCAL 1767****AND****THE CITY OF SAULT STE. MARIE****PAID APPROVED UNION LEAVES (P.A.U.L.)**

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

This Letter of Understanding will provide for a trial period for this process until December 31st, 2013 at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business.

The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The parties agree to meet during the term of the collective agreement prior to December 31, 2013 to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, W.I. and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence.

10(b)

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one-half (1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice. The City shall send the invoice for such reimbursement to the address designated by the Union. Requests for Leave for Union Business shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

Agreed to this 12th day of October, 2012.

FOR THE UNION

L. Lewis
J. L. L.
AMMSECT

FOR THE CITY

S. D. G.
Dave D. Green
H. J. T.
H. J. T.
D. S. S.

10(b)

LETTER #12

LETTER OF UNDERSTANDING

BETWEEN

AMALGAMATED TRANSPORTATION UNION LOCAL 1767

AND

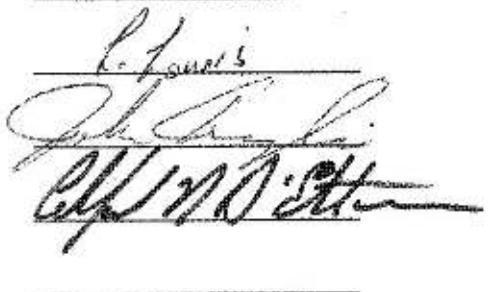
THE CITY OF SAULT STE. MARIE

SHIFT DIFFERENTIALS

It is agreed and understood that twenty-five cents (\$0.25) per hour forms part of the hourly rates under 13:01 of the collective agreement in lieu of all shift differentials, Sunday premium and Para bus training premium.

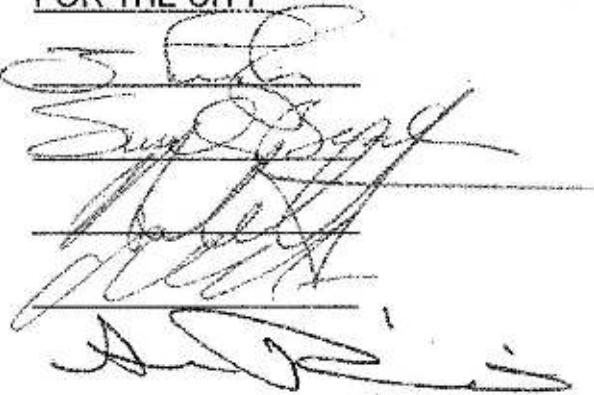
Agreed to this 24th day of October, 2012.

FOR THE UNION



L. Lewis
J. A. L.
AMTU 1767

FOR THE CITY



S. R.
Sgt. D. S.
T. J. L.
D. G. S.

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-204

AGREEMENT: (H1.9) A by-law to authorize an agreement between the City and The Canadian Union of Public Employees Local No. 3 – Community Services Department from February 1, 2012 to January 31, 2015.

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 DOCUMENTS**

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 an agreement in the form of Schedule "A" attached hereto, dated the 1st day of February, 2012 and made between the City and The Canadian Union of Public Employees Local No. 3 – Community Services Department from February 1, 2012 to January 31, 2015.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 5th day of November, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(c)

Schedule "A"

AGREEMENT

between

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and

IT'S LOCAL NO. 3 COMMUNITY SERVICES GROUP

February 1, 2012 to January 31, 2015

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10(c)

THIS AGREEMENT MADE AND ENTERED
INTO THIS 1ST DAY OF FEBRUARY, 2012
BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the First Part

- AND -

LOCAL NO. 3, CHARTERED BY THE CANADIAN UNION OF PUBLIC EMPLOYEES -
COMMUNITY SERVICES DEPARTMENT
(Hereinafter referred to as the "Union")
of the Second Part

1:00 PURPOSE

- 1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1:02 It is recognized that the City provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services.
- 1:03 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

2:00 RECOGNITION

- 2:01 The City, or anyone authorized to act on its behalf, approves and recognizes Local No. 3, Chartered by the Canadian Union of Public Employees, as the exclusive collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union or any authorized Committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Both parties mutually agree that this agreement shall cover and include all those employees to be set forth in the classification schedule embodied in this Agreement in Appendix "A" attached hereto.

2:02 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Commissioner and the Group Vice President of the local Union or designate.

3:00 UNION SECURITY

3:01 Deductions will be made from the payroll period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of the month following in respect of which deductions have been made, accompanied by a list of all employees names, addresses and phone numbers as the City has on file along with bi-weekly earnings upon which union dues are based and the employee status.

3:02 All employees of the City, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future employees of the City shall as a condition of continued employment become members in good standing in the Union not later than after thirty (30) days of employment with the City. Students are exempt from above condition. The Employer shall not be required to discharge an employee who has been expelled or discharged from the Union.

3:03 The Union will save the City harmless from any and all claims which may be made against the Corporation for amounts deducted from employees pay as herein provided.

4:00 NEGOTIATING AND GRIEVANCE COMMITTEES

4:01 Negotiating Committee: A Negotiating Committee shall be appointed and shall consist of not more than three members who are employees of the City. The Union will advise the City of the Union nominees to the Committee.

4:02 Representative of Canadian Union: The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or Union officers when dealing or negotiating with the City.

4:03 Meeting of Committee: In the event of either party wishing to call a meeting of the Committee, the Commissioner of Community Services or the Secretary of the Union, as the case may be, shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement.

4:04 During negotiations the function of the Negotiating Committee shall be to deal with all matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. shall be referred to the Negotiating Committee for discussion and settlement.

4:05 Time off for Meetings: Any representative of the Union, on this Committee who is in the employ of the City, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration provided that such employee shall not absent themselves without the permission of their supervisor. The City agrees to maintain

the pay of such persons on approved absence for such hours that are straight time regularly scheduled working hours.

4:06 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the City. The personnel of such committee shall be communicated to the City.

4:07 The City of Sault Ste. Marie and Local 3, C.U.P.E. – C.S.D., agree to the following terms related to the Joint Consultation Committee:

1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.
2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and locations.
3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to deal with issues in a co-operative manner.

5:00 BULLETIN BOARDS

5:01 The Union shall have the use of bulletin boards in each place where employees commence work for the posting of notices related to Union business or activity, but any notices to be posted thereon shall be signed by an authorized officer of the Union and shall be subject to prior approval of the City and such approval shall not be unreasonably withheld.

6:00 MANAGEMENT RIGHTS

6:01 The Union agrees that the City has the exclusive right to manage the affairs, to direct the forces, to hire, to promote, demote, transfer, layoff and to discharge, suspend or discipline employees for just cause. The City agrees that these functions shall be executed in a manner consistent with the general purpose and intent of the agreement and subject to the right of an employee to lodge a grievance as set forth herein.

7:00 DISCRIMINATION

- 7:01 The City, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union or for any reason as set out in the Ontario Human Rights Code.
- 7:02 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Department Head.

If the employee is not satisfied with the Department Head's response, the employee may submit the concern to the Chief Administrative Officer with a copy to the respective Department head and Union. Upon conclusion of an investigation, the Chief Administrative Officer will provide a written response to the employee with a copy to the respective Department Head and Union.

8:00 GRIEVANCE PROCEDURES

- 8:01 Grievances shall be dealt with in the following manner provided requests for grievance hearings and replies following such hearings shall be in writing at all steps.

Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance shall be submitted at each step of the grievance procedure and replies to grievances shall be sent to the Chairman of the Grievance Committee.

- 8:02 A grieved employee, assisted by a steward or officer of the Union, shall first discuss the case with their Supervisor and the Division Head within fifteen days of the occurrence of the incident which gave rise to the matter in dispute. The Supervisor shall render a decision within three working days of the meeting. Failing settlement, the difference shall be considered a grievance and the following steps shall be taken.

- STEP I** The grievance shall be put in writing and the employee may, within five working days of receipt of the reply from the Supervisor, request a hearing with the Department Head. The employee assisted by a steward or officer of the Union will attend the hearing with the Department Head. The Department Head shall render a decision within five working days of the hearing.

- STEP II** If the Grievance Committee considers that a satisfactory settlement was not reached at Step I, it may within five working days of receipt of the Step I reply, request a hearing by the Commissioner of Human Resources, or a representative. The Commissioner of Human Resources, or a representative, shall render a decision within five working days of the hearing.

- STEP III** If the Grievance Committee considers that a satisfactory settlement was not reached at Step II, it may within five working days of receipt of the Step II reply, request a hearing by the

Chief Administrative Officer. The Chief Administrative Officer shall render a decision within five working days of the hearing.

- 8:03 Where a dispute involves a question of general application or interpretation of the terms of the agreement either the Union or the City may file a grievance at Step II of the grievance procedure.
- 8:04 (a) Whenever the Employer deems it necessary to issue a written disciplinary action, a letter of discipline shall be provided to the employee with a copy to the Union and the Human Resources Department.
- (b) In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step II of the grievance procedure, provided such grievance is filed within fifteen (15) days from the date of discharge.
- 8:05 The time limits set out in the grievance procedure shall be strictly observed by the parties, but may be extended by mutual consent.

9:00 ARBITRATION PROCEDURE

- 9:01 If the Grievance Committee considers that a satisfactory settlement was not reached at Step III, it may within ten (10) workdays of receipt of the Step III reply, request that the grievance be referred to Arbitration in accordance with the terms of the Ontario Labour Relations Act.
- Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

- 9:02 A Board of Arbitration shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions.
- 9:03 The time limits set out in the arbitration procedure shall be strictly observed by the parties, but may be extended by mutual consent.

10:00 NO STRIKES OR LOCKOUTS

- 10:01 In view of the orderly procedures established herein for the disposition of grievances and complaints the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes which will stop or interfere with the services of the City for the duration of this Agreement.

11:00 SENIORITY

11:01 An employee's Department or Division seniority is based on their effective date of employment with the Department or Division in accordance with 11:03 relative to other employees' employment date with the Department or Division.

For example, an employee will have less Department or Division seniority than an employee whose effective date of employment is earlier and will have more Department or Division seniority than an employee whose effective date of employment is later.

11:02 Senior employees are expected to give every assistance to the training of junior employees.

11:03 Probationary Employees: An employee shall be on probation until he has worked 1040 hours within any period of 180 consecutive days and during such period the employee shall not be subject to rights under the grievance procedure.
Employees retained past the probationary period shall be deemed satisfactory, and placed on the seniority list, and credited with seniority from the day they commenced work.

11:04 Definition of Employees:

In this Agreement:

- (a) Probationary Employee - means an employee who has not completed the probationary period.
- (b) Seasonal Employee - means an employee who has completed his probationary period but who has not yet been employed for twelve (12) consecutive months.
- (c) Permanent Employee - means an employee who has completed twelve (12) consecutive months of employment.

11:05 Employees who are employed for less than an average of twenty-four (24) hours per week in any four week period are deemed to be part time employees.

11:06 The City will maintain General seniority lists and Divisional seniority lists in the following groups:

- (1) General Seniority List
- (2) Parks Division Seniority List
- (3) Cemeteries Division Seniority List
- (4) Community Centres Division Seniority List

Copies of the above lists will be given to the Union. Any employee may request information from the City relative to their own seniority. On request, any officer of the Union will be supplied with the necessary information relative to the seniority or rates of pay of any employee or group of employees. Any employee who believes that they are not listed in their proper position may take the matter up in accordance with the provision under article 8:00. If any corrections are approved within a period of ninety (90) days, the list will be

amended and a copy given to the Union. After which the list will be brought up to date each January 1st.

- 11:07 An employee shall no longer be established on a division seniority list if they have become established on another division seniority list since they were last established on the division seniority list first mentioned, save and except employees with incumbent rights as identified on the August 1, 1985 seniority lists.
- 11:08 Seniority shall be forfeited and employment will be terminated if:
- (1) the employee voluntarily quits their employment;
 - (2) the employee is discharged for proper cause;
 - (3) the employee fails to report for work within 15 days after being notified by registered mail to return to work following a layoff.
 - (4) except in cases of illness, an employee absenting themselves from work for more than forty-eight (48) hours, without permission shall be deemed to have left the employ of the City, and before being entitled to reinstatement, shall give satisfactory explanation on their return to the Department Head.
 - (5) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident.
 - (i) During the first 12 months of any such absence the City agrees to provide at its cost all benefits set out in Article 22:00.
 - (ii) At the end of such 12 month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period, after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.
 - (5) (b) An employee who is absent from work due to occupational illness or accident for which Workers' Compensation is paid will be provided as follows:
 - (i) During the first 24 months of such absence the City will provide at its cost all benefits set out in Article 22:00.
 - (ii) At the end of such 24 month period such employee will be responsible for the total cost of all benefits set out in Article 22:00.
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

- (6) (i) The employee has less than five (5) years service and is absent from work for a period in excess of twelve (12) calendar months due to a layoff.
- (ii) The employee has five (5) or more years service and is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

12:00 PROMOTIONS, VACANCIES AND NEW POSITIONS

- 12:01 City will notify Union: seven (7) days prior to filling any vacancies or new positions covered by the terms of this Agreement, the City will notify the Union in writing and post notice of the position on all bulletin boards in order that all members will know about the position and be able to make written application therefore.
Such notices shall state the nature or title of the position, the qualifications inclusive of knowledge, education, experience and skills required and wage rate or wage range.
- 12:02 In exercising seniority during a promotion or transfer to vacancies and new positions as outlined in 12:03 the employee will first exercise their division seniority and where division seniority is not applicable the employee shall exercise their General seniority.
- 12:03 Method of Making Appointments: Promotions or transfers to vacancies and new positions shall be according to employees' seniority standing and qualifications inclusive of knowledge, education, experience and skills required. Where qualifications are equal, seniority shall be the determining factor. A promoted employee shall be on trial period until they have worked 440 hours within any period of 90 consecutive days for such employee to prove efficiency. In the event the successful applicant proves unsatisfactory in the position or requests to return to their former position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority.
- 12:04 Temporary vacancies of less than five (5) working days will be filled by the Commissioner, giving preference where possible to the senior qualified employee available.
- 12:05 When an employee relieves in a position of higher classification for a period of one (1) day or more, such employee shall receive the rate applicable to the higher classification while so relieving.
- 12:06 Disabled Employees: Any employee covered by this agreement who, through temporary disability, is unable to perform their regular duties shall be given the preference of any light work available at the wages payable at the time for the position to which they are assigned.
- 12:07 Promotions Requiring Higher Certification: In cases of promotion requiring higher certification, the City will give consideration to employees who do not hold the requirement of the required certificate, but are writing for such certificate prior to filling of vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required certificate is not obtained within such time.

- 12:08 The Union shall be advised in writing of the name of the successful applicant. All applications will be acknowledged within fourteen days of receipt in writing. Any objections by the Union to staff changes shall be construed as a difference between the parties bound by this Agreement as provided for under the grievance procedure.
- 12:09 The refusal of an employee to accept promotion for a particular position will in no way affect his seniority or rights to future promotion. The employee will sign a declaration to allow a junior to take the position.
- 12:10 An employee who is established on a job upon request must exercise their rights to that job in accordance with their job seniority or they shall be required to sign a seniority waiver form, relinquishing their seniority rights to that job and relinquishing their future promotional rights to such job until they indicate to management in writing that they wish to be considered for promotion. A signed off employee shall not be considered for promotion to the said position for 9 months from the date of sign off.
- 12:11 An employee in a posted position who is temporarily assigned to a lower classification other than their normal classification, for a period of five (5) working days or less shall have their normal rate of pay maintained and such temporary assignment shall not be cause for a rate increase in their areas.
This provision does not apply to assignments due to lack of work or budgeting requirements.

13:00 LAYOFFS AND REHIRING

- 13:01 The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their jobs or Divisions as a result of a reduction in force.
- 13:02 (a) In reduction in force, employees shall be displaced from jobs in a Division in reverse order of such employees Division seniority and employees shall be displaced from pool jobs in reverse order of such employee's General seniority. Pool Jobs shall be those jobs in Job Class 1 only.
- (b) In the event of a layoff it is understood that students performing the work of the Labourer classification identified in Appendix A, shall be terminated before a layoff of probationary employees, seasonal employees and permanent employees.
- 13:03 It is understood and agreed that in all cases of layoffs, reductions in work force and recalls after layoffs, that seniority shall apply provided that the employee has the ability to perform the work.
- 13:04 During any such period of layoff such employee is not entitled to any benefits except the right of recall to work.
- 13:05 Notice of layoff shall be given in accordance with the provisions of the Employment Standards Act.

13:06 Other Provisions: Employees shall give as much notice as possible for their inability to report for work due to illness.

14:00 SUPERVISORY POSITIONS

14:01 Transfer to Supervisory Position: The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by this Agreement, but if any employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.

15:00 LEAVE OF ABSENCE

15:01 General Leave: The City shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City, for a period not exceeding three months.

15:02 Union Conventions or Schools: Leave of absence without pay and without loss of seniority shall be granted upon request to the City to employees elected or appointed to represent the Union, at Union conventions, or Union schools provided the City is advised in writing by the authorized officers of the Union of such appointments.

15:03 For Union Business: The City agrees that where permission has been granted to representatives of the Union, who are employees of the City, to leave their employment temporarily in order to carry on negotiations with the City, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

15:04 Leave of Union Officers: Any employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of one year. This period may be extended by the City at the end of the year.

15:05 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days and fall within the period from the day of death up to and including the day of the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Members of the immediate family means the employee's: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, and father-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"Spouse" means a person

- (a) to whom the person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year,
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; ("conjoint").

15:06 Jury Duty: The City shall pay an employee who is required to serve as a juror or court witness, the difference between normal earnings and the payment received for jury service or court witness. The employee will present proof of service and the amount of pay received.

16:00 HOURS OF WORK

16:01 (a) Normal hours of work shall be eight (8) hours per day and forty (40) hours per week with two (2) consecutive days off.

(b) The normal workday shall be 8:00 A.M. to 4:30 P.M., Monday to Friday. (40 hours per week)

(c) Shift workers - five (5) eight (8) hour shifts per week with two (2) consecutive days off.

17:00 COMMUNITY CENTRES DIVISION

17:01 It is agreed that prior to changing any work scheduling in the Community Centres Division the City will discuss such changes with the employees one week prior to making such changes.

18:00 OVERTIME

18:01 Overtime at the rate of time and one half the regular pay shall be paid for all work performed in excess of the regular hours.

18:02 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.

18:03 Overtime work shall, as far as possible, be equitably distributed among the employees who normally perform such work.

- 18:04 The work week shall be a period of seven work days beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.
- 18:05 There shall be no doubling up or pyramiding of overtime rates or shift premiums. Any hour or hours of work paid at overtime rates shall not be counted as hours worked for the calculation of overtime pay.
- 18:06 The City shall pay a meal allowance of eleven dollars seventy five cents (\$11.75) (effective the first of the month following ratification of the Memorandum of Settlement by the parties), (increase to \$12.00 effective February 1, 2013 and increase to \$12.25 effective February 1, 2014) to an employee required to work more than ten (10) hours and an additional meal allowance for every five (5) hours he is required to work thereafter.

In addition the City shall pay a meal allowance of eleven dollars seventy five cents (\$11.75) (effective the first of the month following ratification of the Memorandum of Settlement by the parties), (increase to \$12.00 effective February 1, 2013 and increase to \$12.25 effective February 1, 2014), for an employee required to work five (5) consecutive hours on a callout.

19:00 PREMIUMS

- 19:01 The City shall pay all seasonal and permanent employees required to work shift work a shift premium on the following basis:
- (1) Where 50% or more of the scheduled hours of work fall after 4:00 P.M. but prior to 12:00 midnight, a shift premium of seventy-five (75) cents per hour for the full shift (effective the first of the month following ratification of the Memorandum of Settlement by the parties.)
- (2) Where 50% or more of the scheduled hours of work fall after 12:00 midnight but prior to 8:00 A.M., a shift premium of eighty-five (85) cents per hour for the full shift (effective the first of the month following ratification of the Memorandum of Settlement by the parties.)
- 19:02 The City shall pay employees a Sunday premium of one (1) dollar per hour for all hours worked during the twenty-four hour period beginning 12:01 A.M. Sunday or the shift starting time closest thereto (effective the first of the month following ratification of the Memorandum of Settlement by the parties.)
- 19:03 Employees directly assigned to perform a disinternment shall each receive an additional sixty dollars (\$60.00) (effective the first of the month following ratification of the Memorandum of Settlement by the parties) and to sixty-five dollars (\$65) effective February 1, 2014. It is understood that such payment shall be applicable only to disinternments that are greater than sixty (60) days from the internment.

20:00 VACATIONS

- 20:01 Employees with less than 12 months service at December 31st, shall receive one day of vacation for each completed month worked to a maximum of 10 days. Such vacation shall be taken in the following year with pay at 4% of the previous year's earnings.

- 20:02 Employees who have completed one (1) but less than five (5) years of accumulated service shall receive two weeks vacation at their regular rate of pay.
- 20:03 Employees who have completed five (5) years but less than ten (10) years of accumulated service shall receive three weeks vacation at their regular rate of pay.
- 20:04 Employees who have completed ten (10) years but less than fifteen (15) years of accumulated service shall receive four weeks vacation at their regular rate of pay.
- 20:05 Employees who have completed (15) years but less than twenty (20) years shall be allowed five (5) weeks annual vacation at their regular rate of pay.
- 20:06 Employees who have completed twenty years (20) of service but less than thirty years shall be allowed six (6) weeks annual vacation at their regular rate of pay.
- 20:07 Employees who have completed thirty (30) years or more of accumulated service shall receive seven (7) weeks vacation with pay at their regular rate of pay.
- 20:08 Employees who are absent from work without pay for thirty (30) days or more shall have their vacation entitlement reduced in proportion to such time absent from work.
- 20:09 The vacation schedule shall be posted by March 1st each year. Employees must make their choice known to the Division Head by January 31st each year. All employees who have failed to file their request by January 31st will lose their seniority preference for vacation. Vacation requests for the period January 1st through January 31st shall be considered in the order received and without seniority preference.
- 20:10 The vacation year shall be from January 1st to December 31st.
- 20:11 The City agrees to co-operate with the employees in making provisions that, where possible, employees may take two weeks of their annual vacation between May 1st and October 1st and if work load permits to make provision for those having more than two weeks vacation to take the complete vacation at one time except during the period May 1st to October 1st.
- 20:12 An employee may carry over up to two weeks of vacation from one year to the next provided such request is made in writing prior to February 1st of the current year to the Department Head for approval. Such vacation must be taken in the subsequent year and it is understood and agreed that the pay shall be at the rate that would have been paid in the year the vacation entitlement originally occurred.

21:00 PAID HOLIDAYS

- 21:01 All employees shall be paid for the following holidays at the regular rate of pay:

New Year's Day	Civic Holiday
Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday **	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any employee who is required to work on a paid holiday, shall be paid at time and a half their standard rate of pay for every hour worked in addition to their regular holiday pay. Due to the nature of the work the number of employees released for the particular holiday will be at the discretion of the Department Head.

** Community Centres Division
Easter Sunday substituted for Easter Monday

21:02 If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the City shall be considered as the Statutory Holiday for the purpose of this agreement.

Notwithstanding the above provision where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day.

Every employee shall be granted time off with pay at their regular rate of pay in respect to a statutory holiday unless:

- (1) The employee is required to work on a statutory holiday and does not work or leaves before the end of their shift without permission from their supervisor or;
- (2) The employee does not work their last scheduled shift prior to or their first scheduled shift after the statutory holiday unless they were off work due to illness or with permission or;
- (3) Subject to the provisions of the Employment Standards Act, the employee is on layoff on a statutory holiday or;
- (4) Subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a statutory holiday.

22:00 GROUP WELFARE PLAN

22:01 Employees shall be provided with the following health and insurance benefits. The City shall pay 100% of the premiums for employees participating in these plans.

- Ontario Hospital Insurance Plan (O.H.I.P.)
- Semi-Private,
- Extended Health Care
 - Vision Care - \$325.00/ 24 month (effective 1st of the month following ratification of the Memorandum of Agreement by the parties) and increase to \$350.00/ 24 month effective February 1, 2014. Note: This amount can be used for laser eye surgery.
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.

- Orthotics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
- Pharmacy dispensing fees capped at \$10.00 effective February 1, 2011 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

Paramedical Benefit:

Maximum of \$1,000 per calendar year (effective 1st of the month following ratification of the Memorandum of Agreement by the parties) for any combination of the following services:

Physiotherapist, Clinical Psychologist or Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, effective 1st of the month following ratification of the Memorandum of Settlement by the parties increase to two thousand five hundred (\$2,500 limit), at current ODA rates minus one year.)
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.
- Group Life Insurance Plan
- Life Insurance - One and one-half times (1-1/2 times) basic annual salary.
- Double Indemnity for Accidental Death and Dismemberment
- Long Term Disability Insurance Plan

The parties agree that eligibility for L.T.D. benefits set out in this article will cease when:

- (a) An active employee becomes eligible for an OMERS unreduced early retirement pension; or
- (b) The gross monthly income payable to the employee from OMERS, Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.

Active Employees Over Age 65

Provide the following benefits to employees who continue to be actively employed beyond age 65:

- Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse. Effective 1st of the month following ratification of the Memorandum of Settlement by the parties:
 1. Drug plan capped to \$1,100 per annum and to \$1,200 per annum effective February 1, 2014. Remains 90%/10% co-insurance; \$10 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to per annum cap.

2. Paramedical capped \$750 per annum.
 3. Vision Care - \$250/24months. No eye examination coverage.
 4. No coverage of medical items.
- Life: Reduce to \$10,000 fixed to retirement or age 70 max.

Benefits implemented effective the first of the month following the date the employee attains age 65.

22:02 Coverages for new employees will be effective as follows:

- (a) Extended Health Care - 1st of the month following completion of 3 months service.
- (b) Group Life Insurance - the day following completion of 3 months employment.
- (c) Dental Plan - 1st day of the month following completion of 3 months service.

22:03 Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement. Coverages under such plans shall be in accordance with the terms and conditions of Great West Life Policy 320925 Division 005 (Group Life Insurance) and Great West Life Policy 320925 Division 015 (Long Term Disability Insurance).

22:04 An employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of the premiums for the benefits set out in Articles 22:01, 22:02 and 22:03.

22:05 Every employee shall be fully responsible for keeping the City informed of changes in his marital status or number of dependents. The City shall have the right to recover by payroll deduction any amounts of premium paid in excess of such premiums as a result of not being properly informed by any employee of their status for the purpose of insurance and medical coverage.

22:06 The City shall have the right to determine the carrier of all such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.

22:07 It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

22:08 The City agrees to cover the payment of premiums for O.H.I.P. and Extended Health Care on the same level as at the time of retirement from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It shall also exclude payment to any retired employee engaged in full time employment.

All employees upon retirement may revert to \$10,000 Group Life Insurance, 100% of the cost to be paid by the employee.

23:00 SICK LEAVE PROVISIONS

- 23:01 Sick Leave Defined: Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of accident for which compensation is not payable under the Workers' Compensation Act.
- 23:02 Upon completion of six months service, sick leave will be accumulated at the rate of one and one-half (1 1/2) days per month, retroactive to the date of commencement, up to a maximum of two hundred and fifty (250) working days.
- 23:03 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times, check his current balance.
- 23:04 Recognized days off shall not be deducted from the accumulated sick leave.
- 23:05 No employee shall draw during their active service with the City accumulated sick leave benefits if their absence from work is not due to illness as attested by the certificate of a medical practitioner.

The City shall, effective first of the month following ratification of the Memorandum of Settlement by the parties, pay up to forty dollars (\$40) and effective February 1, 2014 increase to forty-five dollars (\$45) for the completion of the City medical form when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

- 23:06 An employee in receipt of Workers' Compensation payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the Compensation Board shall be deposited with the Employer.
- 23:07 Sick Leave without Pay: Sick leave without pay may be granted at the sole discretion of the City to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 23:08 Sick leave shall not accumulate during any period of absence from work without pay of 30 days or more, nor during any period for which sick leave is paid.

24:00 PENSIONS

- 24:01 The Council of the City of Sault Ste. Marie has set up a pension plan under the Ontario Municipal Employees Retirement System, which Plan includes employees of the City. The terms of the plan are covered in an agreement between the Council and the O.M.E.R.S., a copy of which will be supplied to each employee contributing to the plan.
- 24:02 The plan shall be made available to all permanent full time employees of the City and shall become part of this Agreement.

25:00 GENERAL CONDITIONS, PRESENT CONDITIONS AND BENEFITS

- 25:01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive, or possess as employees of the City shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the City and the Union.
- 25:02 Proper Accommodation: Proper accommodation shall be provided for all employees of the City to have their meals and keep their clothes.
- 25:03 Employees who voluntarily perform duties other than their regular type of work are to receive the rate of pay normally paid such part time employees who are not classified within this agreement. This is to apply only when an employee performs such duties over and above his regular hours of employment.
- 25:04 The Parties hereby agree that there shall be no restriction on contracting out by the Corporation of their work or services of a kind and to a degree now performed by employees represented herein, provided however, that no permanent employee who has completed four years of service will be laid off due to contracting out.
- 25:05 Employees may request, in advance, the examination of the Human Resources Department File of his/her record. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Commissioner of Human Resources or designate and the employee.

26:00 TOOLS, EQUIPMENT & CLOTHING

- 26:01 The City will provide all tools and equipment to carry out the work of the City, including rubber coats, pants, boots, and rubberized work gloves, for those engaged in work where such clothing is necessary.
- 26:02 The City will provide, where necessary, coveralls for all its employees.
- 26:03 All permanent and seasonal employees who were such on May 1st each year, will be provided an annual allowance one hundred fifty dollars (\$150.00) effective the first pay period following ratification of the Memorandum of Settlement by the parties, and increase to one hundred fifty five dollars (\$155.00) effective February 1, 2014 for the purchase of one pair of C.S.A. approved safety boots.

26:04 MECHANIC TOOL ALLOWANCE

Effective the first of the month following ratification of the Memorandum of Agreement by the parties increase Tool Allowance to two hundred dollars (\$200) to those employees in the Mechanic Classification and increase to two hundred and twenty-five dollars (\$225) effective February 1, 2014.

27:00 INCLEMENT WEATHER

- 27:01 Inside work will be provided for all permanent and seasonal employees if it is not reasonable to work outside during wet, stormy, or extremely cold weather.
- 27:02 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber coats, pants, boots and hats. The City will also equip the trucks with suitable covering to protect the men riding to and from work.
- 27:03 The City shall provide adequate sanitary facilities where possible, and provide means whereby the men can change and dry their wet clothing.

28:00 WAGES

- 28:01 Each employee's job shall be described and classified, and a rate of pay applied to each employee.
- 28:02 Standard Hourly Wage Scale

For the term of this collective agreement the following standard hourly wage scale will be in effect for all jobs classified under Appendix "A" of this Agreement.

<u>JOB CLASS</u>	<u>FEB. 1, 2012</u>	<u>FEB. 1, 2013</u>	<u>FEB. 1, 2014</u>
1	21.12	21.54	21.97
2	21.47	21.90	22.34
3	21.82	22.26	22.71
4	22.20	22.64	23.09
5	22.48	22.93	23.39
6	22.86	23.32	23.79
7	23.25	23.72	24.19
8	23.59	24.06	24.54
9	23.95	24.43	24.92
10	24.31	24.80	25.30
11	24.61	25.10	25.60
12	24.97	25.47	25.98
13	25.34	25.85	26.37
14	26.16	26.68	27.21
15	26.81	27.35	27.90
*Cemetery Operator			
- Backhoe			
	24.86	25.36	25.87

28:03 STUDENTS

- 28:03(a) Notwithstanding the provisions of Article 28:02 the following additional hourly wage rates shall be in effect.

1D(c)

Students	<u>FEB. 1, 2012</u>	<u>FEB. 1, 2013</u>	<u>FEB. 1, 2014</u>
1st year	10.72	10.93	11.15
2nd year	10.93	11.15	11.37
3rd year	11.31	11.54	11.77

Note: Feb. 1, 2010 - 1st year student rate adjusted in accordance with Employment Standards Act - Minimum wage.

- 28:03(b) The Union will be notified of students hired to perform work under the Labourer classification identified in Appendix A.

Students shall be covered under the collective agreement solely for the purpose of collecting union dues.

29:00 TERM OF AGREEMENT

- 29:01 This Agreement shall continue in force and effect from February 1st, 2012 until January 31st, 2015. Either party to this Agreement may, not more than ninety (90) days, and not less than thirty (30) days prior to January 31st, 2015 present to the other party in writing proposed terms of a new or further Agreement and/or Amendments to this Agreement and a conference shall be held within fifteen (15) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by January 31st, 2015, this Agreement and all its terms will continue in force until a new Agreement is executed.
- 29:02 Unless either party gives to the other party a written notice of termination or a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

10(c)

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

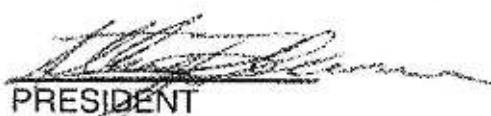
SIGNED, SEALED AND DELIVERED

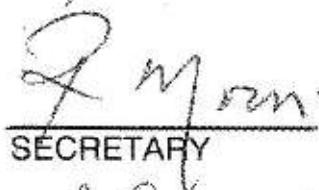
THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

MAYOR DEBBIE AMAROSO

CLERK MALCOLM WHITE

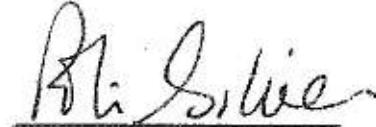
LOCAL NO. 3, CANADIAN UNION
OF PUBLIC EMPLOYEES


PRESIDENT


SECRETARY


NEGOTIATING COMMITTEE





APPENDIX "A"LIST OF THE JOBS COVERED BY THIS AGREEMENT:DIVISION AND JOB TITLE JOB CLASSParks Division

Labourer	1
Riding Mower Operator	1
Gardener Trainee (6 months)	4
Gardener Trainee (6 months)	6
Utility Arborist Trainee	8
Gardener	8
Operator	8
Maintenance Person	8
Utility Arborist	12
Carpenter	15
Carpenter/Cabinet Maker	15
Mechanic	15

Group Leader

- Sportsfield	10
- Development	10
- Operations	10
- Maintenance	10
- Forestry	14
* - Horticulture	12

Cemetery Division

Labourer	1
Operator	8
Lead Hand	10
Mechanical Repairperson	10
Mechanic	15
* Group Leader	13

Cemetery Operator - Backhoe (Maintain as separate scale)

Employee assigned to operate the Cremator will be paid at Job class 8.

Community Centres Division

Janitor	1
Repairperson	9
Facility Operator	11
Facility Operator I Trainee Rate	8
Facility Operator II Trainee Rate	9

Locks

Lockmaster: S. Aikens JC 10 per Letter of Understanding "K"

Please note: Asterisk denotes Group Leader positions, assigned additional supervisory responsibilities.

10(c)

LETTER A

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

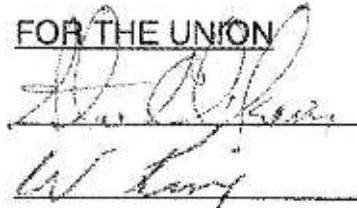
LOCAL 3, C.U.P.E. – C.S.D.

The following represents the understanding of the parties regarding the exercise of Division and/or department seniority rights in respect to posted positions:

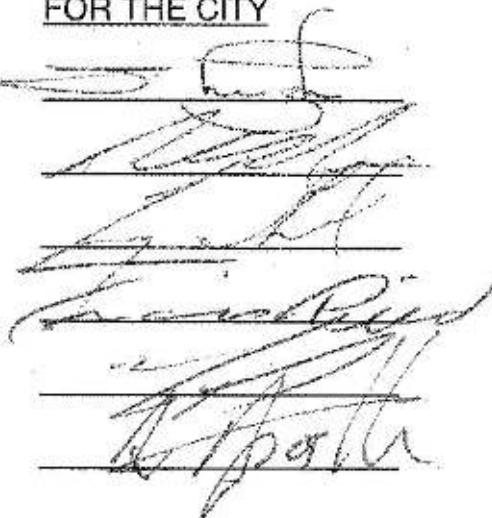
- 1) In the exercise of seniority rights for the purpose of job opportunity where there is no layoff, an employee may exercise his right to a job where he is senior on the Division seniority list and has the ability to perform the job but cannot displace an employee on a post job.
- 2) In the exercise of seniority rights in the event of a layoff resulting in a reduction in the work force, an employee may bump into any position at the same job class or a lower job class where such an employee is senior on the Division seniority list and has the ability to perform the job.
- 3) In the exercise of seniority rights in the Pool Jobs (Job Class 1) in the event of a layoff, it is an employee's Department seniority that shall govern.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION


John O'Keefe
W. L. Hart

FOR THE CITY


D. M. Miller
T. J. G. Miller
K. Reid
D. P. Miller

10(c)

LETTER B

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

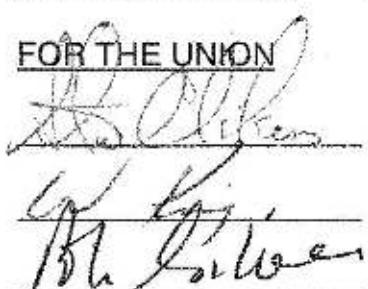
RE: SUBSIDIZED WORK PROGRAMS

Local 3 C.U.P.E. hereby agrees to the participation by the City in the above programs in areas of its jurisdiction subject to the following conditions:

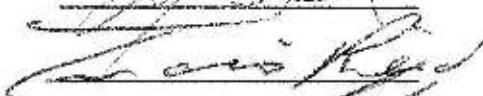
- (i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 3 C.U.P.E.
- (ii) Local 3 C.U.P.E. will be given advance notice of such programs including work location, type of work and the term of the program.
- (iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.
- (iv) This understanding may be cancelled at any time upon providing 30 days notice in writing of such cancellation.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION


Brian Oliver

FOR THE CITY


Steve Pichard

Louis Reid

Kip Postle

LETTER C

10(c)

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. - C.S.D.

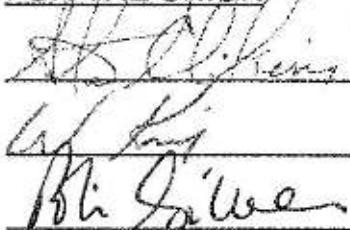
The parties agree that, notwithstanding the provisions of Article 13:02, the following will apply during the term of the 2012 - 2015 collective agreement:

"Employees, not on a posted job, working in the labour pool may be assigned to fill vacancies in a higher job class in another division.

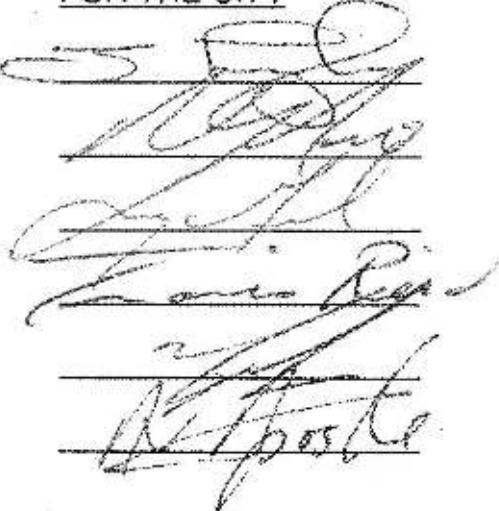
The senior employee with the ability and proficiency to do the work as determined by the City will be assigned to the vacancy."

AGREED TO THIS DAY OF , 2012.

FOR THE UNION


Bill Williams

FOR THE CITY


Tom Ries

Bill Postle

10(c)

LETTER D

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The parties agree to the following method to assign a Group Leader for temporary vacancies.

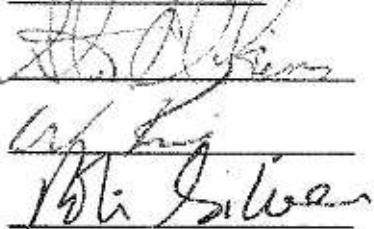
For the purpose of assigning a Group Leader for holiday/sick replacements, the senior permanent crew member has first option to the relief position.

Failing filling the position from within the crew, then go the general area for an incumbent, and failing this, go to the General Seniority List.

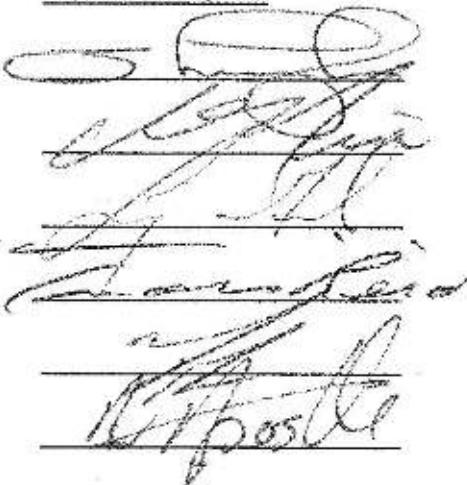
Crews: Operations (Grass)
 Sportsfield
 Forestry
 Horticulture
 Repair/Maintenance

AGREED TO THIS DAY OF , 2012.

FOR THE UNION


Bla Silver

FOR THE CITY


Tom Postle

LETTER ECLARIFICATION NOTESFACILITY OPERATOR RATES

Clarification Notes Regarding the Implementation of Facility Operator Trainee Rates.

- Facility Operator Trainee I – JC8

Will be required to successfully complete within 12 months of hiring (1) Certified Pool Operator (CPO) Certificate and (2) Written Examinations of the Technical Safety & Standards Association (TSSA) for the Refrigerator Operator Class "B" Certificate.

Failure to obtain the above noted qualifications within twelve (12) months from the date of hire will result in termination of employment. Termination for failure to obtain the necessary qualifications within the twelve (12) month period will not be subject to the grievance procedure.

In the event the employee was unable to complete the above noted qualifications within the twelve (12) months following hiring due to circumstances beyond the employee's control, the City reserves the right to extend the twelve (12) month limit in order for an employee to successfully acquire the above noted qualifications.

- Facility Operator Trainee II – JC9

Employee must possess the CPO and have successfully passed the written examinations for Refrigeration Operator Class B Certificate.

- Facility Operator – JC 11

Employee possesses and is expected to maintain valid CPO Certificate and Refrigeration Operator Class B Certificate.

Failure to maintain the requisite qualifications shall result in disciplinary action up to and including discharge.

Note:

Mr. P. Sarlo: Possesses Class B but not CPO. Grandfathered into JC 11 but will not be permitted to work in Pools unless CPO Certificate successfully obtained.

Transferred Parks Employees

In the event Parks personnel are required to be transferred to Facilities, the employees so transferred shall be assessed against the requirements of Facility Operator and will be paid JC 8, 9 or 11 accordingly.

10(c)

This provision to be null and void should the parties agree to the transfer of Parks to the jurisdiction of the Local 3 PWT collective agreement.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION

John Oliver
W. K. F.
Bob Silver

FOR THE CITY

S. J. G.
John G.
Lewis R.
A. A. P.

10(c)

LETTER F

SUPPLEMENTARY AGREEMENT

Between

THE CITY OF SAULT STE. MARIE

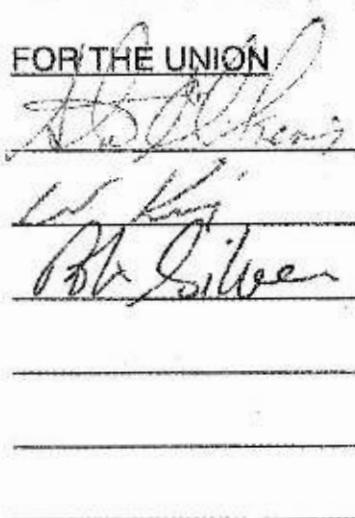
and

LOCAL 3, C.U.P.E. – C.S.D.

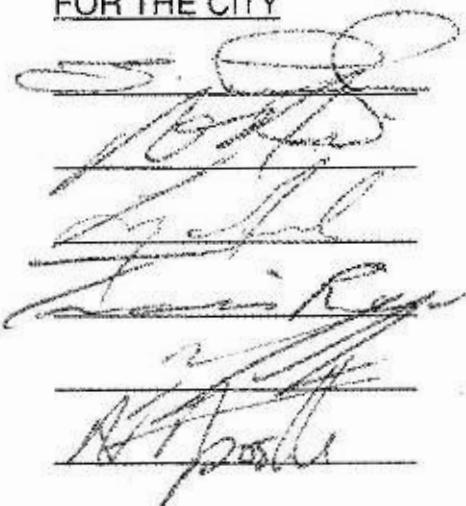
The payment of retroactive wage increases shall not apply to students or persons employed under government sponsored programs such as Local Initiative Programs, except by mutual consent.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION



FOR THE CITY



10(c)

LETTER G

SUPPLEMENTARY AGREEMENT

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The City agrees to pay all employees hired prior to September 1, 1986, Job Class 8 while operating the riding mower provided such employees operate other equipment as assigned.

All employees hired after September 1, 1986 will be paid Job Class 1 when operating a riding mower.

A riding lawnmower shall be defined as a traction unit twenty-eight (28) hp and under with primary function to cut grass. When used with other attachments the same rates of pay apply.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION

John Wilson
Mike
Blidiwe

FOR THE CITY

S. J. D.
Tom Dard
John
Louis Ray
R. Postle

1D(C)

LETTER H

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The parties agree in principle to the following amendment to this clause:

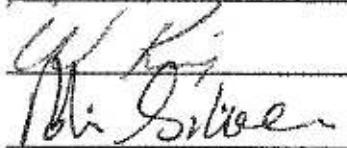
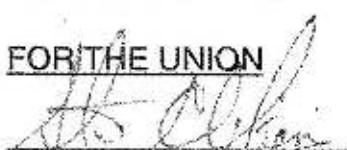
ARTICLE 23:06

An employee absent on Workers' Compensation shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the Employee that will approximate but not exceed such Employee's net pay.

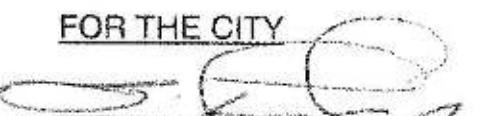
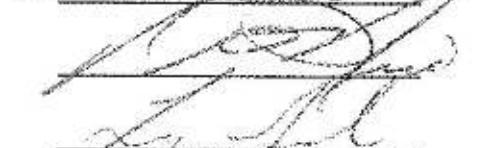
It is agreed that this amendment is subject to a review of the actual method of calculation and in the event both Parties agree to such calculation, the matter will be finalized by a letter of agreement.

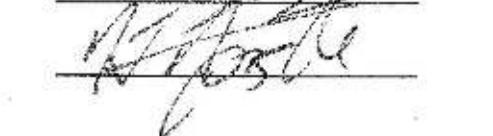
AGREED TO THIS DAY OF , 2012.

FOR THE UNION



FOR THE CITY



10(c)

LETTER I

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. - C.S.D.

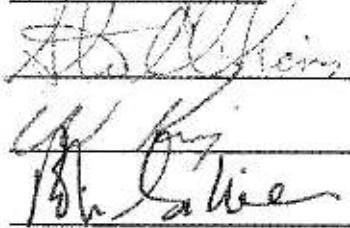
RE: ABSENTEEISM

Both parties are concerned with the overall absenteeism and its related costs and causes among this group.

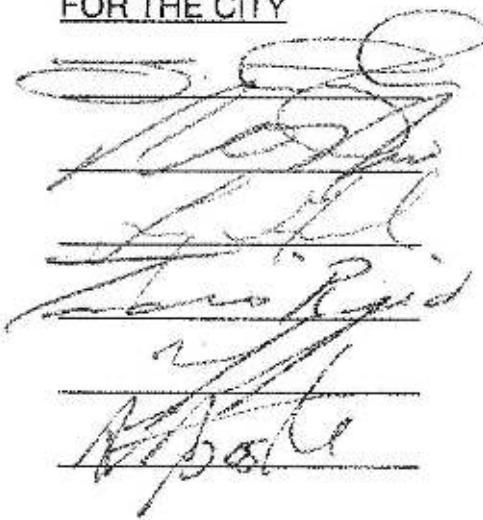
The parties agree to utilize the Joint Consultation Committee structure to discuss absenteeism with the express purpose of resolving these issues.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION


John O'Brien
John O'Brien

FOR THE CITY


Steve D'Amico
Steve D'Amico
Tom Reid
Tom Reid
Mike Scott
Mike Scott

10(c)

LETTER J

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. - C.S.D.

Notwithstanding the provisions of Article 17 the parties agree that in the Community Centres Division on a trial basis, employees may be scheduled to work eight (8), ten (10), or twelve (12) hour shifts. Scheduling will not include split shifts. The Employer will advise the Union prior to implementation.

The hours of work shall be:

8 hour shifts (40 hours per week) – 10 shifts = 80 hours pay biweekly

10 hour shifts (40 hours per week) – 8 shifts = 80 hours pay biweekly

12 hours shifts 80 hours pay biweekly and adjusted on a 160 hours cycle

Where possible, the Employer will provide a schedule with two (2) consecutive days off and comply with Article 17:02 when changing schedules.

Should the Employer find it necessary to propose alternate shift arrangements in the Parks or Cemetery Divisions during the term of the agreement, the Employer will meet with the Union to discuss and agree upon such arrangements.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION

H. O'Brien
U. L. K. G.
M. Silver

FOR THE CITY

S. J. Smith
J. J. T. J.
L. J. Reid
A. P. Post

LETTER KLETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The parties agree to the following with respect to the Lock Operation:

1. Mr. Steve Aikens will continue as a Lockmaster, J.C. 11 and will be utilized in this classification as may be required during the period the Locks are in operation. It is to be understood Mr. Aikens may be returned to his former classification in the Arenas operation on or after September 1st of any given year.
 - If Mr. Aikens at anytime chooses not to fill the position of Lockmaster Job Class 10, this Letter of Understanding will become null and void. The Lockmaster classification will be deleted from the collective agreement.
 - It is understood by the Parties that Mr. Aikens when in the position of Lockmaster can be called upon from time to time to perform the duties of Facilities Operator.
2. It is understood that the Locks Operation shall be considered to be within the Community Centres Division.
3. Seniority shall be exercised only within the Community Centres Division.
4. With the exception as outlined in item #1 above, it is to be understood that the Lockmaster function will be incorporated into the Facility Operator Classification.
5. In view of the odd hours of operation of the Locks, the parties agree for all Facility Operators at the Locks operation:
 - a) Articles 16 (Hours of Work), 18 (Overtime), and 19 (Premiums) of the Collective Agreement are waived except that the Employer will pay the Sunday Premium per article 19:02
 - b) The parties agree that the hours of operation and therefore the worker's hours of work will be discussed with the employee one week prior to making changes to the schedule. The parties recognize that the normal work day would be a maximum of 12 hours in a given day at regular hourly rate.

Coffee and lunch breaks will be paid and are to be taken on the job.

10(c)

- c) The normal work-week shall be Sunday to Saturday.
- d) Hours of work will be an average of 40 hours per week over a 160 hour cycle.
- e) A scheduled week of vacation will consist of seven (7) consecutive days off.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION

John
King
Miller

FOR THE CITY

Sgt. G
J. P.
L. J.
Eric
R.
K. P.

10(c)

LETTER L

MEMORANDUM OF AGREEMENT

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

The following is an agreement by the parties with respect to Mechanics within CUPE Local 3 C.S.D. and is subject to ratification by the Union and the City. The parties agree to unanimously recommend acceptance to their principals. The provisions of the collective agreement apply except as set out below:

1. Duties Parks and Cemetery Mechanics will work on all City equipment as assigned.
2. Hours of Work The Parks Mechanics will be incorporated into the Public Works and Transportation schedule, including shiftwork and standby.
3. Rate of Pay Parks and Cemetery Mechanics will be placed in the new Job Class 15 and will be paid at that rate.
Shift premiums shall be as per the C.S.D. Collective Agreement. (Article 19:01 and 19:02)
4. Call Out The provisions of article 18:02 do not apply. When employees are called from home, they shall receive a minimum of three (3) hours pay at the overtime rate.
5. Stand-By Employees who are on standby shall be paid one (1) hour's pay at their regular rate for each eight (8) hours required to be on standby in addition to the call-out provisions outlined in Item No. 4 above.

This Memorandum of Agreement is exclusive to the Mechanics and is not be construed as precedent setting for other part of the operations.

This memorandum of Agreement shall be in effect until January 31, 2015 and will be subject to the provisions of Article 29:01 for renewal.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION

John D. Keay
John D. Keay
John D. Keay

FOR THE CITY

John D. Keay
John D. Keay
John D. Keay
John D. Keay

LETTER MLETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

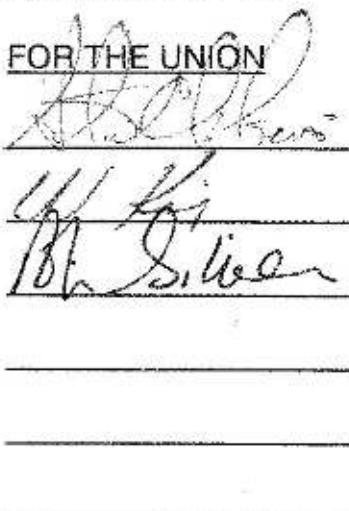
and

LOCAL 3, C.U.P.E. - C.S.D.Vacation Scheduling

Vacation selection commencing in the year 2006 to operate as follows:

- First Pick - 2 calendar week selection (2 consecutive weeks or 2 x 1 week blocks) any time of year; by seniority
- Second Pick – Select balance of vacation by seniority (Calendar week blocks)
- Once selected, vacation cannot be changed except by approval of the Department.
- Single day vacation selections permitted only by approval of the Department Head.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be completed by November 1st of the immediately preceding year of vacation selection. The Department will confirm vacation selections by December 1, 2012.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION

_____FOR THE CITY

10(c)

LETTER N

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

Arenas and Pools

The City has the right to open and manage its facilities and determine staffing as may be required to meet operational demands. It is understood an Operator will be on duty at a scheduled program or event in the facility.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION

J. D. Oliver
John Oliver

FOR THE CITY

S. J. Reid
Steve Reid

L. Reid

R. Reid

R. Reid

10(c)

LETTER O

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

Time off In Lieu of Overtime

Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu - 40 hours (i.e. 5 work days)
- Requests for lieu time off will be considered on an individual basis at the time of request.
- Approval at the sole discretion of the respective Divisional Manager based upon the operational requirements of the Division.
- If not utilized, will be paid out.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION

Mr. Oliver
W. K. J.
Mr. Oliver

FOR THE CITY

S. G.
H. P.
L. T.
R. P.
K. P.

LETTER PLETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.Duty to Accommodate

The Return to Work Coordinator or designate will request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

- (a) a permanent disability or
 - (b) a temporary disability known at the outset to be for a duration greater than thirty (30) days.
- * The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return to Work Coordinator or designate shall not delay the accommodation process.
 - * Either party may request a re-scheduling of a meeting with notice to the other party within five (5) days of such meeting being scheduled.
 - Both parties recognize the benefits of early and safe return to work and the parties endeavour to schedule meetings to deal with such matters as promptly as possible.

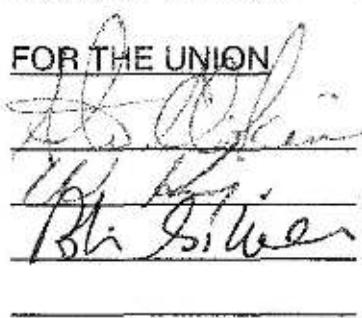
The Union can propose alternative accommodations including entry level positions.

It is understood the employee and union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation.

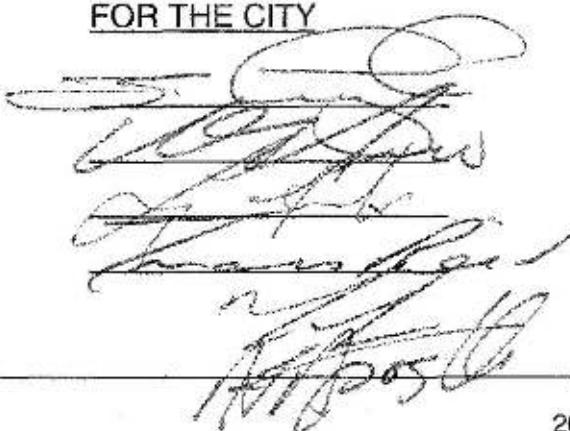
The Return to Work Coordinator or designate will arrange quarterly meetings with the designated Union Representative to review accommodation activity.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION



FOR THE CITY



10(c)

LETTER Q

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 3, C.U.P.E. – C.S.D.

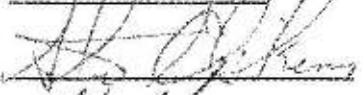
CONSOLIDATION OF THE LOCAL 3 CSD COLLECTIVE AGREEMENT

Whereas the parties agree that it is beneficial to consolidate the Local 3 Community Services Collective Agreement in whole or in part into the Local 3 Public Works and Transportation Collective Agreement the parties agree to form a Committee consisting of Union representatives from Local 3 CSD (3 representatives - one (1) from each of Cemeteries, Parks and Facilities), Local 3 PWT (3 representatives) and representatives of the City for this purpose.

The parties will meet to discuss the possibility of the movement of the Parks and Cemeteries Divisions from the CSD agreement into the jurisdiction of the Local 3 PWT collective agreement. Furthermore, that the parties commit to hold the meeting to discuss this proposal prior to December 31, 2012.

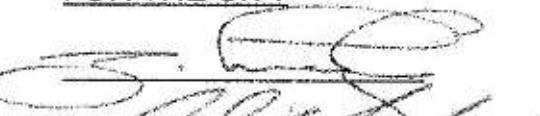
AGREED TO THIS DAY OF , 2012.

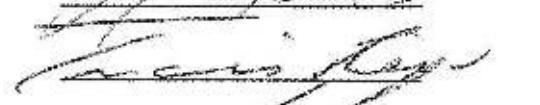
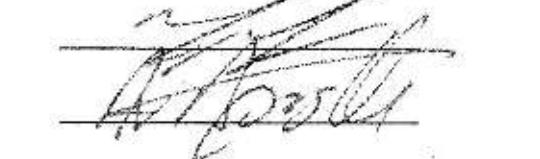
FOR THE UNION:





FOR THE CITY



LETTER RLETTER OF UNDERSTANDINGBetweenTHE CITY OF SAULT STE. MARIEANDLOCAL 3 C.U.P.E. – C.S.D.

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

This Letter of Understanding will provide for a trial period for this process until December 31st, 2013 at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The parties agree to meet during the term of the collective agreement prior to December 31, 2013 to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one-half (1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

10(c)

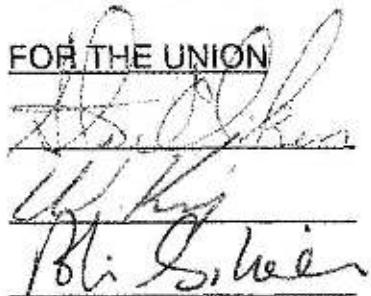
The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

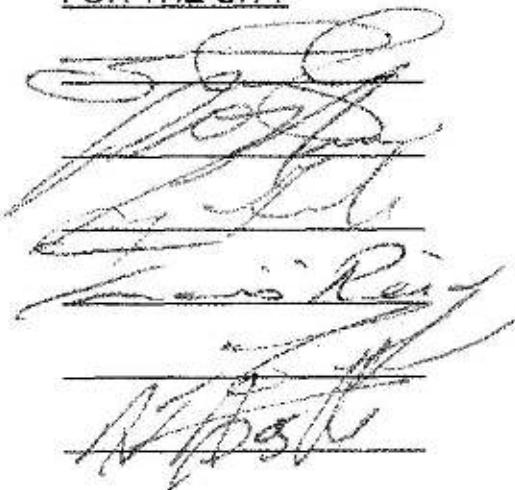
The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION


Michael Silver

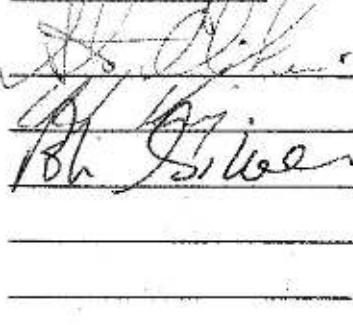
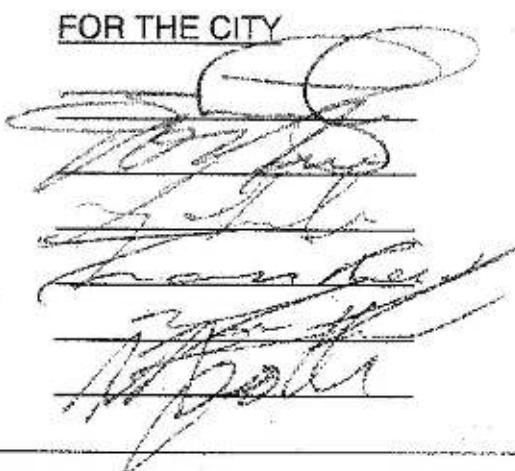
FOR THE CITY


Dennis Reitz

LETTER SLETTER OF UNDERSTANDINGBetweenTHE CITY OF SAULT STE. MARIEANDLOCAL 3 C.U.P.E. – C.S.D.**PART – TIME FACILITY OPERATORS**

- Employees hired to be a part-time facility operator shall be subject to the following conditions:
- Shall be eligible for overtime pay after eight (8) hours work in a day or forty (40) hours in a week.
- Seniority shall be recorded separately by hours worked. Also, it is understood that 2,080 hours worked is equivalent to one (1) year of employment.
- Vacation pay will be paid with each bi-weekly pay at 4% and increasing to 6% upon the hourly equivalent of five (5) years service, 8% upon the hourly equivalent of 10 years service, 10% at the hourly equivalent of 15 years service, 12% at the hourly equivalent of 20 years service and 14% at the hourly equivalent of 30 years service.
- Part Time Facility Operators are members of the bargaining unit and have the right to apply to Job Postings.
- Part Time Facility Operators will be entitled to 50% of the full time safety footwear allowance.
- This is to confirm that the City's Financial Assistance policy for training and education courses is applicable to Part Time Facility Operators.

AGREED TO THIS DAY OF , 2012.

FOR THE UNION
Bob OliverFOR THE CITY
Mayor
John D. Poirier

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-205

AGREEMENT: (LE-53) A by-law to authorize an agreement between the City and The Sault Amateur Soccer Association for the renewal of a five year agreement for the use of Strathclair Park commencing on May 1, 2012 and terminating on April 30, 2017.

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 DOCUMENTS**

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 an agreement in the form of Schedule "A" attached hereto, dated the 5th day of November, 2012 and made between the City and The Sault Amateur Soccer Association for the renewal of a five year agreement for the use of Strathclair Park commencing on May 1, 2012 and terminating on April 30, 2017.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 5th day of November, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.
CITY COUNCIL

10(d)

THIS AGREEMENT made in triplicate this 5th day of ~~October~~^{November} 2012.

BETWEEN:

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

OF THE FIRST PART

-and-

THE SAULT AMATEUR SOCCER ASSOCIATION
Hereinafter called "SASA"

OF THE SECOND PART

WHEREAS the City is the owner of lands more particularly described in Schedule "A" attached hereto and hereinafter referred to as Strathclair Park;

AND WHEREAS SASA is the owner of a structure located on Strathclair Park and delineated in red on the map attached here as Schedule "B" and hereinafter referred to as the Field House;

AND WHEREAS both Strathclair Park and the Field House meet the City's desire to accommodate spectators and players who utilize Strathclair Park;

NOW THEREFORE the Parties hereto agree as follows:

1. TERM

- (a) This Agreement shall be in effect for a term of five (5) years commencing on May 1, 2012 and terminating on April 30, 2017 (the "Term").

2. FIELD HOUSE MAINTENANCE

- (a) SASA shall ensure that the Field House complies with all relevant laws and regulations, including but not limited to the *Ontario Building Code Act*, *Liquor Licence Act*, *Occupier's Liability Act*, and any relevant municipal by-laws at their sole expense.

- (b) SASA shall be responsible for the maintenance, upkeep and renovations of the Field House except the Concession Area. SASA

shall further be responsible for all costs, expenses and liabilities relating to the Field House except the Concession Area.

- (c) In the event that SASA fails to meet its maintenance requirements as set out in this Agreement in the City's sole view, the City may at its option effect the necessary maintenance, renovations or repairs and charge the cost of same back to SASA. Any such costs incurred by the City shall be payable by SASA immediately upon demand by the City.
- (d) SASA shall maintain, upkeep and repair the washrooms and change rooms areas located in the Field House at their sole expense. The City shall perform the day to day cleaning services for the Field House, including the washroom and change room areas. The said cleaning services shall occur only during regular season play. The City shall keep the washroom facilities appropriately stocked with soap and paper products.
- (e) SASA shall monitor the Field House and ensure that the Field House is kept secure. SASA agrees that security and supervision of the Field House shall be the sole responsibility and expense of SASA.
- (f) Both SASA and the City shall appoint contacts from their respective organizations for emergency purposes.
- (g) SASA shall be solely responsible for any and all PUC charges supplying the Field House and the Concession Area. Upon payment of the aforesaid PUC charges by SASA to the PUC, SASA shall on an annual basis during the Term of this Agreement provide the City with all necessary documentation to permit the City to calculate the PUC charges incurred by the City for its use and operation of the Concession Area. The City shall thereafter promptly reimburse SASA for the PUC charges incurred by the City for its use and operation of the Concession Area on an annual basis.

3. CONCESSION AREA

- (a) The City shall have the exclusive right to operate the Concession Area from the Field House located at Strathclair Park.

- (b) No food sales or other concessions shall be permitted on site at Strathclair Park without the prior written permission of the City. The City reserves the right to impose a charge calculated as a percentage of gross sales.
- (c) The City agrees to advance any profits from the concession sales to the Corporation of the City of Sault Ste. Marie Strathclair Park Development Account which is a reserve account for future capital expenditures.

4. TAXES

- (a) SASA shall be responsible for all taxes, including local improvements or other rates or levies of any kind or nature that may be levied or imposed on the Field House.

5. USE OF FIELDS

- (a) The City hereby permits SASA to utilize the soccer fields located at Strathclair Park during the Term, subject to the terms and conditions of this Agreement.
- (b) SASA agrees to use the soccer fields at Strathclair Park only for the uses as set out in the Facility Contract. Any breach by SASA of this Agreement or any provision of false or incorrect information by SASA to the City in seeking this Agreement will, in the sole discretion of the City, result in the immediate suspension and/or cancellation of this Agreement. All monies paid by SASA to the City may be retained by the City and applied towards any losses or damages incurred by the City as a result of the suspension and/or termination of this Agreement.
- (c) The City may permit community members other than SASA to use the soccer fields located at Strathclair Park. In the event that the City permits other community members to use the soccer fields at Strathclair Park, the City shall provide notice of the same to SASA.
- (d) SASA agrees to comply with any and all by-laws, policies, codes of behavior and regulations imposed by the City governing the use of the soccer fields located at Strathclair Park, and all applicable Federal and Provincial statutes and regulations at their sole expense.

- (e) SASA shall make all reasonable effort to ensure that players, participants and spectators use the fields and equipment in a manner fit for the appropriate purpose.
- (f) The City strongly recommends that SASA ensure all field users wear full CSA approved equipment as it applies to the sport of soccer.
- (g) SASA shall be responsible at their sole cost and expense for:
 - a. the set up of the soccer fields at Strathclair Park, other than any set up activities that have been specifically designated to be the responsibility of the City in this Agreement;
 - b. ensuring that the soccer fields located at Strathclair Park are left clean before departing Strathclair Park;
 - c. ensuring that no damage/vandalism at Strathclair Park occurs during its use of Strathclair Park; and
 - d. the supply of all rented or privately owned property and equipment necessary for their use of the soccer fields at Strathclair Park.
- (h) The parties hereto acknowledge and agree that SASA owns the player shelter structures located at Strathclair Park. SASA shall maintain, upkeep and repair the player shelter structures located at Strathclair Park. Further, SASA shall ensure that the player shelter structures comply with all relevant laws and regulations, including any relevant municipal by-laws at their sole expense.
- (i) SASA hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of Strathclair Park or any part thereof, including any ancillary equipment, facility, field or playing surface (the "Facility Infrastructure") for use by SASA. SASA acknowledges that prior to each and every use of Strathclair Park or any part thereof, it has carried out a complete inspection of Strathclair Park and the Facility Infrastructure to satisfy itself concerning the suitability of same for its proposed use and further, that it is using Strathclair Park and the Facility Infrastructure on an "as is where is" basis on each occasion

Facility Infrastructure on an "as is where is" basis on each occasion of use. In the event that the aforesaid inspection by SASA generates any concern as to the suitability of Strathclair Park for its use, SASA shall not use the Strathclair Park and shall report such concern(s) to the City immediately in accordance with the notice provisions set out in paragraph 21 of this Agreement.

- (i) The parties hereto acknowledge and agree that the City and SASA are each signatory to a Letter of Understanding re: Irrigation System dated May 4, 2006 (the "Letter of Understanding") which sets out the rights and obligations between SASA and the City for the installation and maintenance of an irrigation system at Strathclair Park. The Letter of Understanding is appended hereto as Schedule "C" to this Agreement. The parties hereto acknowledge and agree that the rights, obligations and responsibilities of the City and SASA regarding the Strathclair Park Irrigation System are as set out in Schedule "C" to this Agreement.

6. SOCCER FIELD MAINTENANCE FOR DESIGNATED SOCCER FIELDS

- (a) The City shall be responsible for field maintenance at the designated soccer fields at Strathclair Park, specifically grass cutting, repairing of field potholes and field lining.
- (b) The City shall erect soccer nets on junior and senior posts on or before Victoria Day of each year of this Agreement. The City shall remove the said nets at the end of the scheduled soccer season.

7. SCHEDULE AND FEES

- (a) SASA shall appoint a representative to work in conjunction with City staff to determine field schedule needs.
- (b) The City shall schedule all soccer play for the summer season beginning from Victoria Day and up to and including Labour Day of each year of this Agreement ("Term of Usage"). Any soccer play beyond August 31st requires the prior consent of the City. SASA acknowledges that it is the responsibility of SASA to ensure that its scheduling adheres to the Term of Usage as set out herein.
- (c) SASA's representative shall provide to the City all league schedules by the first Friday in May of each year of this Agreement.

The City shall schedule practices on receipt of practice requests from SASA following the Schedule of league play if time permits and the appropriate field is available.

- (d) The City shall impose fees for the use of soccer fields in accordance with By-law 2002-242 and amendments thereto.
- (e) The City may pre-empt and terminate SASA's use of the fields at any time in order that the City may use Strathclair Park for a specific purpose, without liability to the City. Whenever possible, every effort will be made to give reasonable advance notice of pre-emption and termination.

8. CANCELLATION

- (a) SASA shall be permitted to cancel field time with seven (7) days written notice to the City.
- (b) When SASA is not able to utilize the fields due to inclement weather, SASA shall notify the City by the end of the calendar month of the unused field time.
- (c) When the City does not intend to prepare the fields due to inclement weather, the City shall notify SASA within three (3) hours prior to the booking start time that the soccer fields are unplayable.

9. LIGHTING

- (a) The field lights are the exclusive possession of SASA.
- (b) SASA shall be responsible for the maintenance, upkeep and repair of the field lights. SASA is further responsible for all operating, maintenance and charges related to the field lights.
- (c) In the event that SASA fails to maintain, upkeep and/or repair the field lights in the City's sole view, the City may at its option effect the necessary maintenance or repairs and charge the cost of same back to SASA. Any such costs incurred by the City shall be payable by SASA immediately upon demand by the City.

10. WASTE AND NUISANCE

- (a) SASA agrees not to do or cause to be done, any action which would damage, waste, disfigure, or injure Strathclair Park or any part thereof, or otherwise cause a nuisance. Any such action to Strathclair Park by SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of Strathclair Park or any other matters under this Agreement shall be the financial responsibility of SASA to repair. SASA agrees that the City will immediately undertake all work that the City, in its sole view, deems necessary to repair Strathclair Park. Any costs incurred by the City to repair Strathclair Park for such waste and nuisance as set out in this paragraph shall be payable by SASA immediately upon demand by the City.

11. ALCOHOLIC BEVERAGES

- (a) SASA agrees to adhere to the conditions in all municipal by-laws, policies and regulations and the provisions of the *Liquor Licence Act* and regulations made thereunder. Without limiting the generality of the forgoing, SASA shall abide by all requirements in the City's Municipal Alcohol Policy. In the event of any inconsistency, the more onerous provision shall apply.

12. LOTTERY LICENSES

- (a) SASA hereby acknowledges and agrees that any type of lottery scheme, such as a raffle, requires SASA to obtain a lottery license. SASA shall have full responsibility to ensure that it has satisfied all requirements for any lottery scheme and shall be liable for all taxes, permits, licenses, costs or assessments of every nature and kind whatsoever resulting therefrom.

13. ADDITIONAL CHARGES

- (a) Any charges for extra clean up required after the use by SASA of Strathclair Park, in the sole view of the City, are payable by SASA immediately upon demand by the City.

14. NO SMOKING BY-LAW 2003-7

- (a) SASA shall be solely responsible for compliance with this by-law.

15. SUPERVISION

- (a) SASA shall be responsible for the conduct and supervision of all persons attending or participating in the permitted use at Strathclair Park and shall ensure that all regulations are observed. Vandalism, littering, abusive language, smoking, use of alcohol, or any other illegal activity, shall be deemed as just cause to cancel this Agreement. Activities must be restricted to the permitted area and the permitted use. Supervision is required for minors until the last participant has vacated the facility.

16. LOST, DAMAGED OR STOLEN ITEMS

- (a) The City is not responsible for loss or theft of clothing, equipment, personal belongings or vehicles of SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of Strathclair Park or any other matters under this Agreement.

17. INSURANCE

- (a) For the entire duration of the Term of this Agreement, SASA shall maintain at its sole expense, general liability insurance to the inclusive limit of not less than Two Million (\$2,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in connection with SASA's use of the Field House or Strathclair Park or any other matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the Occupier's Liability Act on the part of the City, but not including intentional acts of the City.
- (b) For the entire duration of the Term of this Agreement, SASA shall maintain at its sole expense, property insurance for the Field House, insuring the Field House on a full replacement cost basis.

- (c) Each insurance policy shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the City, confirming the above coverages are in effect for the Term shall be provided to the City on or before April 1st of each calendar year.
- (d) SASA acknowledges and agrees that the City may require additional proof of insurance for tournament play.
- (e) The taking out of insurance shall not limit SASA's liability under this Agreement. SASA acknowledges and understands that liability insurance coverage responds only for the use of Strathclair Park and the Field House for the purpose(s) as specified in this Agreement.
- (f) SASA shall provide evidence of alternate insurance coverage for any use of Strathclair Park and the Field House for a non-sanctioned event.

18. LIMITED LIABILITY AND RELEASE

- (a) SASA hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and SASA further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to SASA or to anyone for whom SASA may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by SASA or any of SASA's permitted invitees, guests or participants in relation to or in connection with SASA's use of the Field House or Strathclair Field or any other matters under this Agreement except where the action, claim, demand, cost, loss or expense was caused or contributed to by an intentional act or independent negligence of the City.

19. INDEMNITY

- (a) SASA shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense 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 SASA's use of Strathclair Park or the Field House or any others matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City.

- (b) SASA shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Field House, 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 SASA with such Laws, By-Laws, Rules and Regulations.
- (c) SASA shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Field House.

20. DEFAULT AND TERMINATION

- (a) In the event of default the City may, at its option, terminate this Agreement. The following events constitute default:
 - (i) if SASA makes a material misrepresentation to the City in connection with this Agreement;
 - (ii) if SASA becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
 - (iii) if a receiver is appointed over any of SASA's property or undertakings; or
 - (iv) a material breach of this Agreement.
- (b) SASA shall, at its sole expense, promptly remove all rented or privately owned property and personal effects from Strathclair Park at the end of the Term of this Agreement or upon earlier termination

of this Agreement. In the event that SASA fails to promptly removal all rented or privately owned property and personal effects from Strathclair Park as set out herein, SASA acknowledges and agrees that the City may remove same and all charges for such removal shall be payable by SASA immediately upon demand by the City. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.

- (c) Paragraphs 2, 4, 5(b)(g)(h)(i)(j), 9(d), 10, 12, 15-18, and 19(b) of this Agreement survive the termination of this Agreement.

21. NOTICE

- (a) Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering, mailing or e-mailing the notice to The Corporation of the City of Sault Ste. Marie, Community Services Department, 99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5N1 and to Sault Amateur Soccer Association, 316 Elizabeth Street, Sault Ste. Marie, Ontario, P6A 6J3.
- (b) In the case of mailing the aforesaid notice, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing. If the notice is sent by e-mail, the notice shall be deemed to have been received on the same day that the e-mail was sent.

22. ASSIGNMENT

- (a) This Agreement shall not be assigned by SASA without the prior written consent of the City.

23. AMENDMENTS

- (a) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

24. ENTIRE AGREEMENT

- (a) SASA acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and its Schedule, which constitutes the entire agreement between the parties concerning Strathclair Park and which may be modified only as set out in paragraph 23 above.

25. BINDING EFFECT

- (a) The terms and provisions of this contract shall extend to and be binding upon and enure to the benefit of the parties hereto and their successors and, where permitted, assigns.

26. GOVERNING LAW

- (a) The parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands
and seals the 5th day of ~~October~~^{November}, 2012.

SIGNED, SEALED and DELIVERED
In the presence to

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

SAULT AMATEUR SOCCER ASSOCIATION
Per:

PRESIDENT – NELSON SOARES

SECRETARY – DIANA JURKO

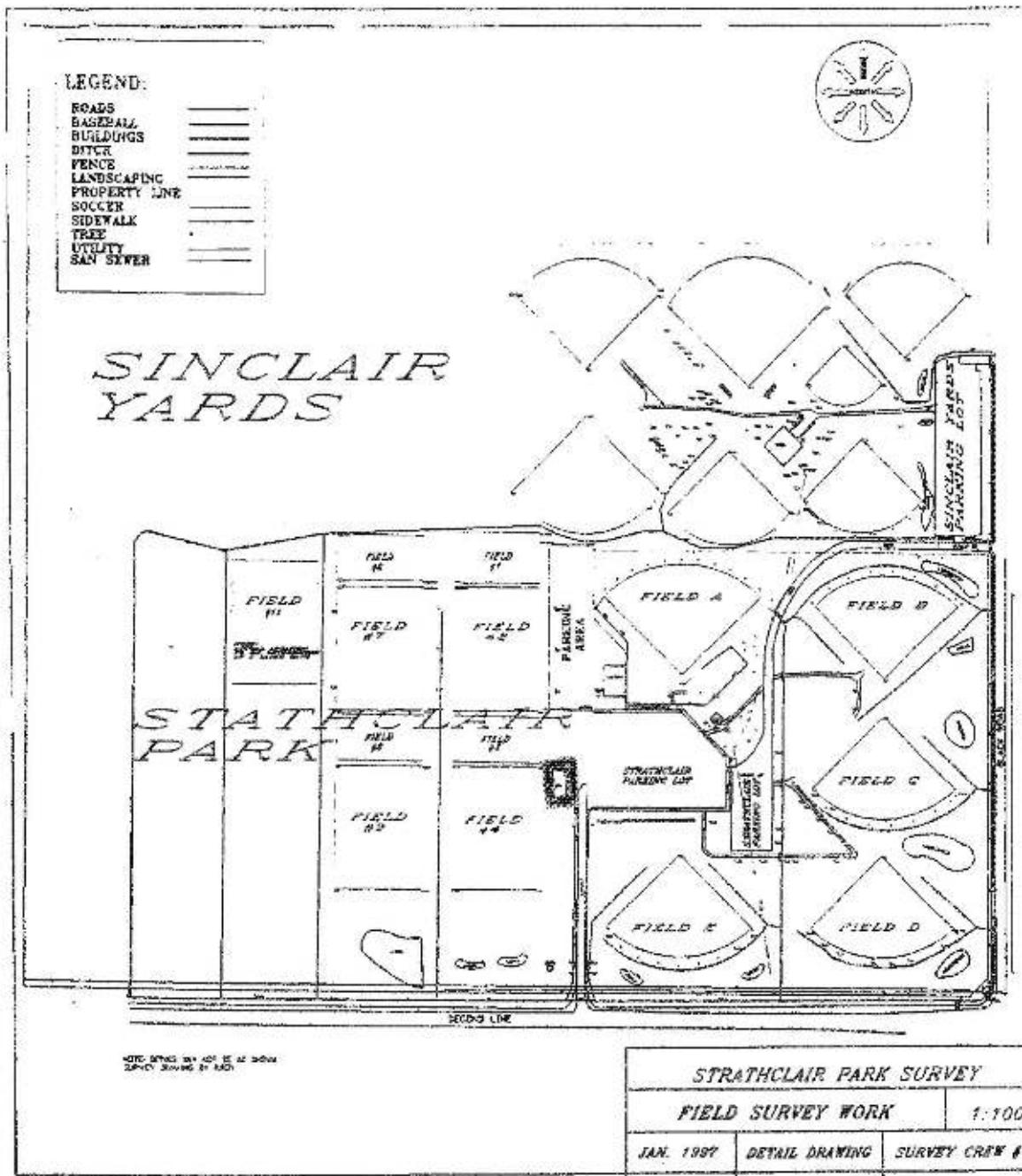
10(d)

SCHEDULE "A"

All and Singular those certain parcels or tracts of land and premises situated, lying and being in the City of Sault Ste. Marie, in the District of Algoma and Province of Ontario and being composed of parts of the southwest quarter and the northwest quarter of Section 28 and part of the southeast quarter of the southeast quarter of Section 29, in the Township of Tarentorus, (now in the City of Sault Ste. Marie) containing a total area of 210.16 acres, and more particularly described in Instrument No. T-91211.

10(d)

Schedule "B"



10(d)



File No. L-297

2006 05 04

Sault Amateur Soccer Association
316 Elizabeth Street
Sault Ste. Marie ON P6A 6J3

Dear Sirs:

Re: Letter of Understanding re Irrigation System

The purpose of this letter is to set out the rights and obligations between the Sault Amateur Soccer Association ("SASA") and the City of Sault Ste. Marie for the purposes of the installation and maintenance of an irrigation system at Strathclair Park soccer fields.

1. The parties agree that Strathclair Park and the soccer fields located thereon are owned by the City of Sault Ste. Marie.
2. The Strathclair soccer fields are used by SASA pursuant to an annual permit system established and applied by the City of Sault Ste. Marie.
3. SASA has expressed an interest in the development and improvement of the Strathclair soccer fields.
4. The parties agree that the installation of an irrigation system on the Strathclair soccer fields will work towards on-going Strathclair soccer field development and improvement.
5. By resolution dated April 24th, 2005, The Council for the Corporation of the City of Sault Ste. Marie has approved a \$40,000.00 grant to SASA to be put towards the installation of the said irrigation system.
6. SASA is prepared to arrange for and fund, with the assistance of the said \$40,000.00 grant, the installation of an irrigation system for the Strathclair soccer field.
7. SASA has retained STEM Engineering to design and supervise the installation of the irrigation system.
8. The SASA/Contractor is to provide detailed layout with GPS coordinates for the sprinkler system to the City.
9. The installation of the irrigation system is to commence on or about May 8, 2006.
10. SASA agrees to ensure that all steps in the installation of the irrigation system shall be completed with due care and in a timely fashion but at any rate before May 31, 2006.
11. SASA agrees to ensure that the Strathclair soccer fields are left in a proper condition and fit for the design purpose, to wit: soccer play. SASA agrees to be responsible for any damage resulting from the installation of the irrigation system.

10(d)

12. The City agrees to provide any and all necessary maintenance of the irrigation system once it is duly installed.
13. SASA agrees to provide to the City proof of the contractor's liability insurance in the amount of \$5 million dollars. SASA will provide proof of said insurance to the City of Sault Ste. Marie on or before May 8, 2006.
14. The City agrees to forward the grant of \$40,000.00 upon receipt of proper invoicing for the installation of the irrigation system.
15. Any water charges associated with the irrigation system will be split between the City and SASA on a 50/50 ratio.

By signing below the parties hereto are indicating their acceptance of the foregoing terms and obligations set out herein,

Date: May _____, 2006.

SAULT AMATEUR SOCCER ASSOCIATION

Per:


Leanne Wallace

President -


Cindy Kerney

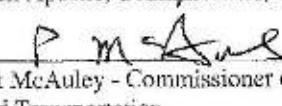
Secretary -

Date: May 10, 2006

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

Per:


Nick Apostle, Commissioner, Community Services


Pat McAuley - Commissioner of Public Works
and Transportation

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-201

PARKING: (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act, R.S.O. 1990, chapter P.15* and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

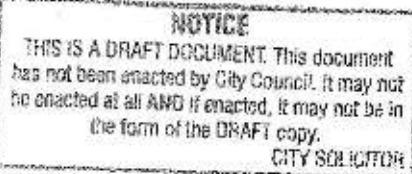
This by-law takes effect on the day of its final passing.

PASSED in open Council this 5th day of November, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

of Bylaws\2012\2012-201 Parking Officers – Private lots



10(e)

I.D.# & SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
12 ROUSE BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26 MCLEOD ROD	FLEMING & SMITH	373 QUEEN ST E & APARTMENTS & 27 KING ST.
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION 4/MALL/STATION 4/STATION TOWER
35 ORB DEREK	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
56 SARONE, MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109 SEBBAG, JOHN, LUDWIG	DENTAL BUILDING	945 & 218 QUEEN ST E
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
116 LEE,RICHARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
158 CARLUCCIO,JOSEPH	CITY OF SAULT STE MARIE BELLOUE MARINA & BONDAR MARINA & PARK	
151 PARR,DEREK,RAYMOND	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
153 TASSONE,WENDY	TASSONE CHIROPRACTIC	879 QUEEN ST E
163 BUMFACCO, PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION 4/MALL/STATION 4/STATION TOWER
176 D'AGOSTINO,ROSEMARY	DR. RAYMOND CHI	71 & 131 EAST ST.
181 BROWN, STEVEN,GEORGE	SCH SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
186 SPARROCK,Laura Lee	ALGOMA CENTRAL PROP	STATION 4/MALL/STATION 4/STATION TOWER
210 VASINA,STEPHEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
241 COGHILL,ROBIN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
249 CHAN,GILBERT	DR. RAYMOND CHI	71 & 131 EAST ST / 125 SECOND LINE W
240 CHO,UNDA	DR. RAYMOND CHI	71 & 131 EAST ST / 125 SECOND LINE W
263 TRAVISON, TERRANCE/TERRY NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE	
267 CORBIERE,JOHN,TED	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
276 SMITH DENIS,ROBERT	G45 SECURE SOLUTIONS	AIRPORT
314 ANSEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/PROPERTA BONDAR PLACE/426 QUEEN ST E
321 LORENZO,Corey	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
334 MILLER, BRADLEY	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
335 GROSSO, DONALD	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
343 CHILLMAN,CD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
344 HARPE,KENNETH	DAYS INN	DAYS INN HOTEL
346 HAZE,TON,MARKCARETT	CITY OF SAULT STL MARIE BELLOUE MARINA & BONDAR MARINA & PARK	
351 STEEVES,ROBERT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
356 TRICKNOW,VICTORIA	G45 SECURE SOLUTIONS	AIRPORT
359 CARMICHAEL,MARY	ON FINNISH HOME ASS.	FINNISH REST HOME
370 JANSEN,LOUIS	ON FINNISH HOME ASS.	FINNISH REST HOME
377 BENEDITA,LAN	ON FINNISH HOME ASS.	FINNISH REST HOME
378 TAVELANDRE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
379 FINN,ROBERT	G45 SECURE SOLUTIONS	AIRPORT
377 BADGENG,PAUL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
384 BOHANNON,ROCK	CITY OF SAULT STE MARIE BELLOUE MARINA & BONDAR MARINA & PARK	
390 SANDIE,KEVIN	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
391 MCLEOD,HEATHER	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
397 LAFRANCO,SYLVON	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
403 JOHNSON,MICHAEL	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
404 HUDSON,BRIAN	CORPS OF COMM	22 BAY ST (FEDERAL BUILDING)
405 MATCHETT,CASEY	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
406 LEBLANC,SERGE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410 POYNTER,HAROLD	G45 SECURE SOLUTIONS	AIRPORT
411 MOORE,ROBERT	G45 SECURE SOLUTIONS	AIRPORT
413 HILL, MICHAEL	CORPS OF COMM	SAULT HOSPITAL
420 FABIANO,ANTONIO	G45 SECURE SOLUTIONS	AIRPORT
423 VANDERLIFT,OLYMPIA	CORPS OF COMM	SAULT HOSPITAL
430 RUEDIC,DOMINIC	MAJOR CONTR.	TRAVELOGUE
431 DICKSON,BRIAN	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
432 TRUMBLE,GEORGE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
439 LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/PROPERTA BONDAR PLACE/426 QUEEN ST E
440 HAVERBEKE,ERIC	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
441 WILSON,DAVID	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
442 MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
443 MARSH,MARK	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
444 MARSHALL,JOATHAN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
445 HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447 FRIGOLET,JESSE	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
450 CHAPMAN,DALE	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
452 ROGERS,RICHARD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
453 DERASPI,RICHARD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
455 BOYCHUK,ELAINE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
458 ROBYNSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459 SLEEVAN,RAY	CORPS OF COMM	SAULT AREA HOSPITAL
460 BOUCHE,DAE	CORPS OF COMM	SAULT AREA HOSPITAL
462 DAULT, JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
463 MORIN,ALEX	CORPS OF COMM	SAULT AREA HOSPITAL
464 BUCONIA,BOB,RYAN	2220BT ONT. INC.	405 BAY ST
465 DELAWILLE,DON	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
467 BUCHER,LINE	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
480 AGNEW,BRENDAN	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
485 SANTOLI,DOMINIC	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
470 WOOLLEY,NATHANIEL	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
471 STOMCHEFF,GREGORY	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
472 BRUMETTA,ANGELO	NORPRO SECURITY	REGENT PRO/S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
474 MANCUSO,ANTHONY	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL/PINE PLAZA/TENARISS/COLLEGE
475 TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
477 BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
479 GROULX,VINCE	CORPS OF COMM	SAULT AREA HOSPITAL

10/10

481 FORD,BRIAN	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
482 LEWIS,ELLE BRACE	CORPS OF COMM	SAULT AREA HOSPITAL
483 MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE BELLVILLE MARINA & BONDAR MARINE & PARK	
485 ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE BELLVILLE MARINA & BONDAR MARINE & PARK	
486 LONGO,NADIA	GT NORTHERN RET HOME	780 GREAT NORTHERN RD.
487 BOUDEAU, MARIA	GT NORTHERN RET HOME	780 GREAT NORTHERN RD.
488 LEFLEUR, MARILYN	GT NORTHERN RET HOME	780 GREAT NORTHERN RD.
489 MCQUEEN,WANDA	GT NORTHERN RET HOME	780 GREAT NORTHERN RD.
490 LUXTON,JEFF	GT NORTHERN RET HOME	780 GREAT NORTHERN RD.
492 PARKER,MICHAEL	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
493 BROWN,FRASER	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
494 SHWEFELT,CODY	G4S SECURE SOLUTIONS	AIRPORT
497 ALLEN,ROBERT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
498 MARQUES,STEVEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
499 SCALINICOLA	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
500 EASBY,JOSHUA	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
501 QUARRELL,ROBERT	ELSTRONG MANAGEMENT	921,927,931 MACDONALD AVE
502 HAMEL,CHRIS	ELSTRONG MANAGEMENT	921,927,931 MACDONALD AVE
503 HAMEL,MELANIE	ELSTRONG MANAGEMENT	921,927,931 MACDONALD AVE
505 JONES,CHELSEY	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
507 SMYTHE,RICHARD	BANK OF MONTREAL	988 QUEEN ST E
508 MATTALO,JOE	CORPS OF COMM	SAULT AREA HOSPITAL
511 ADAIR,BRENDAN	CORPS OF COMM	SAULT AREA HOSPITAL
512 DIMMA,JUSTIN	CORPS OF COMM	SAULT AREA HOSPITAL
513 MEINKE,KEN	CORPS OF COMM	SAULT AREA HOSPITAL
514 SOGIERRO,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
515 MANGONE,MATT	CORPS OF COMM	SAULT AREA HOSPITAL
516 GAY,JAMES	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
517 RYC,RENDA	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
518 TREPASSO,GRANT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
519 FRACIOMINI,JOSEPH	CORPS OF COMM	SAULT AREA HOSPITAL
520 THOMPSON,JOHN	CORPS OF COMM	SAULT AREA HOSPITAL
522 YONAHAM,STEVEN	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
523 VOSRIDE,GUY	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
524 DUNLOP,DAVID	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
525 JACKETTA,CHRIS	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
526 JOHNSTON,DORY	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
527 KOZAK,EMILIE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
529 ROMAIN,GERALDINE	NORTH EAST SECURITY	A/UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA/TENARIUS COLLEGE
530 WADE,SAMUEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
531 AHIAOGBE,ENOHUDOMEN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
532 BROUILLARD,BERNARD	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
533 STILLERT,CHRISTIAN	NCR-DO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
534 LADOUCEUR,RACHAEL	CORPS OF COMM	SAULT AREA HOSPITAL
535 HUTZAN,CHRISTIAN	CORPS OF COMM	SAULT AREA HOSPITAL
536 SAUERZOPP,JUSTIN	CORPS OF COMM	SAULT AREA HOSPITAL
537 GRAUBARGER,KYLE	CORPS OF COMM	SAULT AREA HOSPITAL
538 MCCAGG,BRANDON	CORPS OF COMM	SAULT AREA HOSPITAL
539 CUTLER, JESSE	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
540 ZEPPI,ROBERT	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
541 DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 4B/STATION TOWER
542 RALPH,NANCY	ALGOMA CENTRAL PROP	STATION MALL/STATION 4B/STATION TOWER
543 HAYNES, MICHAEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 4B/STATION TOWER
544 NELSON, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 4B/STATION TOWER
545 GREDDY, BRYAN	ALGOMA CENTRAL PROP	STATION MALL/STATION 4B/STATION TOWER
546 ZORIT,TRAVIS	ALGOMA CENTRAL PROP	STATION MALL/STATION 4B/STATION TOWER
547 LIPPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 4B/STATION TOWER
548 DARCH, EDGEE	CITY OF SAULT STE MARIE 86 POSTER DR./OMIC CENTRE	
549 WICKstrom,DAWAK	G4S SECURE SOLUTIONS	AIRPORT
550 BACU,EDMUND	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
551 PIPER,ADAM	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
552 SENEGAL,GEO JR DANIEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
553 ST.PIERRE, WILLIAM	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
554 IRWIN,ACOB	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/ST MARY'S PAPER/ELGIN TOWER/APP
555 ROY,DARCY	G4S SECURE SOLUTIONS	AIRPORT
556 ARCADE,SCOTT	G4S SECURE SOLUTIONS	AIRPORT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-206

REGULATIONS: (R1.19) A by-law to regulate digital signs within the City of Sault Ste. Marie.

WHEREAS it is desirable to ensure that public safety and vehicular traffic is not compromised by the placement of digital signs in the City of Sault Ste. Marie;

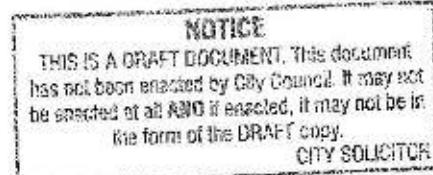
NOW THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 10(2) and 99 of the *Municipal Act, 2001*, S.O. 2001, c.25 and amendments thereto **ENACTS** as follows:

1. **INTERPRETATION**

- 1.1 Notwithstanding the provisions of Signs By-law 2005-166, this by-law shall exclusively regulate digital signs and digital fuel price indicator signs.
- 1.2 Where a specific provision of this by-law conflicts with a specific provision of By-law 2005-166, the provision contained herein shall prevail.

2. **DEFINITIONS**

- 2.1 Billboard Sign – means any outdoor sign that advertises goods and services that are not available upon the same property or premises in which the sign is located.
- 2.2 Digital Sign – means any sign that is remotely changed on or off site and incorporates a technology or method allowing sign copy to be changed without having to physically or mechanically replace the sign face or its components. Such signage may include but is not limited to the following:
 - LED, LCD, Plasma screens and projectors which may depict and/or project text, pictures and/or videos
 - Digital readerboards which depict moving or static text only**Exclusion** – Digital Fuel Price Indicator Signs.
- 2.3 Digital Fuel Price Indicator Sign – means a portion of a sign in association with a fuel sales use, as defined by Zoning By-law 2005-150, as amended, which contains a digital display of current fuel prices only.
- 2.4 Sign – means a device or structure used or capable of being used as a visual medium to attract attention to a specific subject matter for identification, information or advertising purposes.
- 2.5 Sign Copy – means any colour, graphic logo, symbol, word, numeral, text, image, message, picture or combination thereof displayed on a sign face.
- 2.6 Sign Face – means the interior area of a sign, excluding the frame portion of the sign.



3. REGULATIONS FOR DIGITAL SIGNS

3.1 General Prohibitions

No digital sign shall:

- a. Flash, scroll or fade, during the transition of sign copy as described later in this by-law, including any lighting or backlighting effects;
- b. Emit sound or be interactive in any way;
- c. Depict or display sign copy that could be misinterpreted as an emergency vehicle or traffic control device;
- d. Block or reduce the visibility of any part of the road, road users including vehicles, cyclists or pedestrians, traffic signals, traffic signs or other traffic control devices;
- e. Contain the words or phrases 'Stop', 'Go Slow', 'Caution', 'Danger', 'Warning', 'Emergency', 'Yield' or 'Detour', unless such word or phrase is part of the name of a business or product and is displayed solely to identify such business or product;
- f. Be a portable sign as defined by Signs By-law 2005-166;
- g. Be projected onto a building structure or any surface, unless approved by the Commissioner of Engineering and Planning, or designate, as outlined in Section 5 of this by-law; or
- h. Be located or encroach upon a public right of way, unless permitted herein or in By-law 2008-131 as amended.

3.2 Duration of Message

Digital sign copy shall be displayed continuously in a static manner and without change for a period of time that is not less than **15 seconds**.

3.3 Transition of Messages

Sign copy may change if the transition:

- a. Is no longer than 0.25 seconds in duration;
- b. Is a change of the entire digital sign copy area;
- c. Does not consist of partial, incremental or sequential changes of the sign copy area; and
- d. Does not display any visible effects including but not limited to motion, fading, dissolving, flashing, intermittent or blinking light, scrolling or the illusion of such effects.

3.4 Brightness

- a. All digital signs shall be equipped with an automatic light sensor to adjust the brightness level of the sign copy area. The sensor must be set so that brightness levels do not exceed 3.23 lux (0.3 foot candles) above ambient light conditions as measured using a Lux meter at a preset distance depending on sign area. The measurement distance shall be calculated with the following formula: The square root of the sign area x 100. [Example using a 5m² sign: $\sqrt{5m^2 \times 100} = 22.3m$].
- b. Notwithstanding maximum brightness levels, the sign shall not cause undue glare as determined by the Chief Building Official.

3.5 Location

- a. Digital signs are permitted in Commercial, Industrial, Institutional and Parks and Recreation Zones as outlined in Zoning By-law 2005-150. Digital signs are also permitted in accordance with the billboard

- regulations set out in Signs by-law 2005-166, unless otherwise noted in this By-law.
- Unless otherwise noted in this By-law, digital signs shall adhere to the size, setback and sight triangle regulations set out in by-law 2005-166.
 - Digital signs shall be setback a minimum of 22m from a residential zone.

3.6 Setbacks from Intersections

Where a digital sign is to be located within 100m of a signalized intersection or 50m of a non-signalized intersection of two publicly owned roadways or a railway crossing, prior to the issuance of a permit, a safety review must be conducted by a Professional Engineer, to the satisfaction of the Commissioner of Public Works and Transportation. The distances shall be measured from the lot lines abutting the intersection.

The safety review shall identify why the sign is acceptable at the location being proposed, as well as any mitigating measures aimed at reducing potential risks, based upon but not limited to the following items:

- Crash history
- Traffic and pedestrian volumes
- Roadway speed
- Existing and expected driver workload
- Relative geometric complexity of the roadway and/or intersection.

The distance from any intersection shall be measured from the centre of the intersection to the nearest part of the sign face.

3.7 Specific Digital Sign Regulations

Sign Types where Digital Sign Copy is Permitted	Maximum Size	Maximum Projection From Wall (Where Applicable)	Minimum Clearance above established grade	Maximum number of Digital Signs per Lot	Minimum setbacks, maximum height and sight triangle regulations, minimum separation between signs and any other provisions not specifically mentioned in this by-law
Billboard Sign	20m ²	N/A	3m		Same as those outlined for specific sign types in By-Law 2005-166
Canopy, Awning, Marquee	N/A	N/A	3m		
Ground Sign	7.5m ²	N/A	No minimum		
Projecting Sign	1m ²	0.3m	3m	Not more than 1 digital sign per lot.	
Roof Sign	20% of roof area or 8m ² , whichever is lesser.	0.3m	3m		
Wall Sign	15% of facade area or 8m ² , whichever is lesser	0.3m	3m		
Window Sign	50% of total window area or 8m ² , whichever is lesser.	N/A	3m		

4. REGULATIONS FOR DIGITAL FUEL PRICE INDICATOR SIGNS

Nothing in this by-law shall restrict the use of Digital Fuel Price Indicator Signs so long as they are in association with, and located upon the same site as a fuel sales use. Not more than 2 digital fuel price indicator signs are permitted. Each digital fuel price indicator sign copy area shall not exceed **0.5m² (5.3sq.ft)**.

5. REGULATIONS FOR DIGITAL SIGNS THAT ARE PROJECTED ONTO A BUILDING, STRUCTURE OR ANY OTHER SURFACE.

- a. Prior to the issuance of a sign permit for any digital sign that is to be projected onto a building, structure or any other surface, the written approval of the Planning Director is required. The Planning Director shall consult with relevant city departments and outside agencies, including but not limited to:
 - i. Public Works and Transportation
 - ii. Building Division
 - iii. Legal Department
 - iv. Community Services Department
 - v. PUC Services Inc.
- b. An application to project digital signage onto any building, structure or surface, shall be submitted to the Planning Division, and must be accompanied by:
 - i. Application fee of \$150;
 - ii. A site plan showing:
 - 1) Size and location of the projected sign, and
 - 2) Location of projector; and
 - iii. Written confirmation from the property owner, agreeing to the application to permit a projected digital sign, as well as projecting equipment.
- c. If the application is denied, the applicant may appeal the decision to City Council.

6. ADDITIONAL REGULATIONS FOR ALL DIGITAL SIGNS

- a. Digital signs shall be designed so as to cease operation in the case of a malfunction.
- b. Except in the case of a billboard sign, digital signs may not display off-site advertising.

7. APPLICATION REQUIREMENTS

Applications for digital signs must include the following, in addition to the application requirements set out in Signs by-law 2005-166:

- i. One copy of a scaled drawing for each side of the sign, giving all dimensions and areas, as well as colours and materials used;
- ii. One copy of a site plan showing the proposed location of the sign in relation to sight triangles, signalized and non-signalized intersections and lot lines.
(If applicable, a safety review, completed by a qualified Professional Engineer, as outlined above.); and
- iii. One signed copy of Appendix A which includes the following statements:

10(f)

"The applicant has read, understands and agrees to adhere to the regulations contained in the following sections of this by-law:

- General Prohibitions
- Duration of Message
- Transition of Messages
- Brightness"

8. **PENALTY**

Every person who contravenes the provisions of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act.

9. **EFFECTIVE DATE**

This by-law is effective on the date of its passing.

PASSED in Open Council this 5th day of November, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

APPENDIX A

APPLICANT AFFIDAVIT FOR DIGITAL SIGNS

I hereby affirm and certify that the sign being installed under this permit application will adhere to the requirements of the City of Sault Ste. Marie Digital Signs By-law, including but not limited to:

1. The sign will display 'static' messages for a period of at least 15 seconds.
2. The transition between sign copy will take less than 1 second. Such transition will be a change of the entire digital sign copy area, without any effects such as flashing, fading or scrolling.
3. The digital sign will be equipped with an automatic light sensor, set so that brightness levels do not exceed 3.23 lux above ambient light conditions.

I _____ (print name) have read and understand the requirements and restrictions set out in the Digital Signs By-law.

X _____

Date: _____

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-207

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of various streets to facilitate the annual Santa Claus parade on November 17, 2012.

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 VARIOUS STREETS**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of the following streets to facilitate annual Santa Claus parade:

- (a) Russ Ramsay Way, south of the entrance into the Senior Drop-In Centre parking lot; Foster Drive, east of the Civic Centre south parking lot west entrance from 5:00 p.m. to 6:30 p.m.
- (b) Closure of Bay Street from March Street to Pim Street from 5:00 p.m. to 6:30 p.m.
- (c) Closure of lower Pim Street from Bay Street to Queen Street East from 5:00 p.m. to 6:30 p.m.
- (d) Closure of Queen Street East from Pim Street to Gore Street from 5:30 p.m. to 7:30 p.m.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 5th day of November, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

d:\LEGAL\STAFF\BYLAWS\2012\2012-207 -SANTA CLAUS PARADE STREET CLOSURE.DOC

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2012-104

LANE CLOSING: LS(1) a by-law to stop up, close and authorize the conveyance of a lane in the Highland Park Subdivision Plan 9110.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2012-103;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, **ENACTS** as follows:

1. **LANE CLOSED**

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **LANE DECLARED SURPLUS**

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The laneway is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

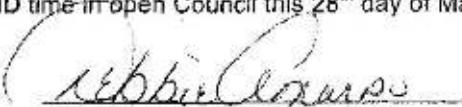
5. **SCHEDULE "A"**

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

6. **EFFECTIVE DATE**

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

READ the FIRST and SECOND time in open Council this 28th day of May, 2012.


MAYOR - DEBBIE AMAROSO


CITY CLERK - MALCOLM WHITE

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(h)

READ a THIRD time and finally PASSED in open Council this 5th day of November, 2012 after notice thereof had been published once a week for two consecutive weeks and after the Council had met to hear every person who had applied to be heard.

MAYOR – DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

236	
235	
234	
233 103'	36' 37'
2	
135	136' 110'
38' 38'	

ELMWOOD

229	210
230	209
231	208
232 105'	207 105'
36' 37'	36' 37'
110' 137'	110' 140'
37' 37' 36' 36' 37' 37'	37' 37' 36' 36' 37' 37'

CAMERON

203	184
204	183
36' 205 105'	36' 206 105'
36' 37'	36' 37'
110' 143'	110' 144'
37' 37' 36' 36' 37'	37' 37' 36' 36' 37'

BLAKE

177	
178	
179	
180 105'	
36' 37'	
110' 149'	
37' 37'	36' 3

38' 38'	
132	131 74'
1368	1368
103	103
34	37' 36'
33	
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25	
24	
23	
3,663 m 2,2 3,633 m 2,2	
20	19 10'
38' 38'	

STEVENS

37' 37' 36' 36' 37' 37'	
110' 130	110' 129
128	127
126	125 110'
35 105'	60 37'
36	59
37	58
38	57
39	56
40	55
41	54
42	53
43	52
44	51
45	50
46	49 37'
47 105'	48 105' 36' 37'
110' 118	110' 117
116	115
37' 37' 36' 36' 37' 37'	37' 37' 36' 36' 37' 37'

ST.

110' 124	122
121	120
119 100'	118
62	85
63	84
64	83
65	82
66	81
67	80
68	79
69	78
70	77
71	76
72	75
73 105'	74 105' 36' 37'
110' 12	110' 11
10	9
9	8
8	7
7	10'
37' 37' 36' 36' 37' 37'	37' 37' 36' 36' 37' 37'

Subject
Property

66' 105' 36' 37'

McNabb ST.



Part of Map 42

ADDENDUM

REGULAR MEETING OF CITY COUNCIL

2012 11 05

4:30 P.M.

COUNCIL CHAMBERS

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that the Addendum #1 for the 2012 11 05 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

PART ONE – CONSENT AGENDA

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

a)

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

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

- (6) PLANNING
 - (7) PUBLIC WORKS AND TRANSPORTATION
 - (8) BOARDS AND COMMITTEES
7. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS
PLACED ON AGENDA BY MEMBERS OF COUNCIL
- b) Further correspondence is attached for the information of Council.
8. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS
ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION
9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE
10. CONSIDERATION AND PASSING OF BY-LAWS

Malcolm White

From: Terry Sheehan
Sent: November 04, 2012 4:56 PM
To: Malcolm White; City Clerk
Cc: Mayor Amaroso; City Councillors
Subject: Sault Ste. Marie Humane Society Support Of By-law to Prohibit Circuses That Use Exotic/Wild Animals

Hi Malcolm,

I was speaking with Councillor Bruni and he asked me to send this in as addendum for the meeting as he had asked for the Sault Ste. Marie Humane Society position on the by-law to prohibit circuses that use exotic/wild animals.

Thanks,
Terry

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

From: SAULT STE MARIE AND DISTRICT SPCA [mailto:ssmhs@shaw.ca]
Sent: Sat 11/3/2012 6:22 PM
To: Terry Sheehan
Cc: Terry Sheehan
Subject: Re: Reconfirming Support

Hi Terry

Further to our phone conversation earlier this week, I wanted to provide confirmation to you that the Sault Ste. Marie Humane Society is in full support of the by-law to prohibit Circuses that use exotic/wild animals.

I have provided Marchy Bruni with confirmation of this support as well.

I am sorry that my schedule does not allow me to attend Council Monday night.

Regards,
Cindy Ross
Shelter Manager

Sent from my iPad

Malcolm White

From: Kim Vaudry on behalf of City Clerk
Sent: November 05, 2012 8:38 AM
To: Malcolm White
Subject: FW: bylaw banning exotic animals

From: City Webmaster
Sent: November 05, 2012 8:32 AM
To: City Clerk
Subject: FW: bylaw banning exotic animals

From: Cleo [mailto:cleo.haimerl@bell.net]
Sent: November 02, 2012 9:14 PM
To: City Webmaster
Subject: bylaw banning exotic animals

To the mayor and all of the councillors

I would like to encourage you all to vote in favour of this bylaw that bans exotic animals from Sault Ste. Marie. I myself lived in the Soo for 14 years and now live in Desbarats but work in the Soo. It is time that people stood up for the animals that cannot stand up for themselves. There is too much cruelty in the world today and this is one way that it can be stopped. Thank you for listening to my plea.

Cleo Haimerl

Malcolm White

From: Kim Vaudry on behalf of City Clerk
Sent: November 05, 2012 8:38 AM
To: Malcolm White
Subject: FW: CIRCUS!!!!

From: City Webmaster
Sent: November 05, 2012 8:32 AM
To: City Clerk
Subject: FW: CIRCUS!!!!

From: Mike MaryLou Chamberlain [mailto:m.mchamberlain@hotmail.com]
Sent: November 02, 2012 10:11 PM
To: City Webmaster
Subject: CIRCUS!!!!

PLEASE, PLEASE, PLEASE enforce a BAN on any circus that ABUSES animals no matter how big or small as a disturbed form of entertainment. Thank You

Malcolm White

From: Kim Vaudry on behalf of City Clerk
Sent: November 05, 2012 8:38 AM
To: Malcolm White
Subject: FW: BAN ON ANIMAL ACTS IN CIRCUSES AND ZOOS.

From: City Webmaster
Sent: November 05, 2012 8:32 AM
To: City Clerk
Subject: FW: BAN ON ANIMAL ACTS IN CIRCUSES AND ZOOS.

From: Linda George [mailto:linda.george1127@yahoo.ca]
Sent: November 01, 2012 3:48 PM
To: City Webmaster
Subject: BAN ON ANIMAL ACTS IN CIRCUSES AND ZOOS.

There needs to be a ban on animal acts in circuses and zoos. The sheer cruelty these beautiful living beings endure is unethical and should stop. The dark ages are over and more and more people are looking at the way that all living beings are being treated and it's a pretty ugly picture. People need to open their eyes, hearts and souls and do whatever it takes to change this world for the best and torturing and murdering animals is not the way.

We need to respect all of God's creatures and I implore all of you to put a ban on animal acts. Thank you for your time.

November 2, 2012

Dear Mayor Amaro and City Council Members;

Please vote in favour on November 5th, 2012 to enact a Bylaw to ban wild-animal circuses from the City of Sault Ste. Marie.

Take a positive stand to join many other progressive cities worldwide as a champion and voice of the voiceless to show our province, our country, and the world that we will not support the needless abuse and torture of animals. The evidence of animal abuse is overwhelming and ALL wild-animal circuses should be banned. In fact, Humane Society International, the Humane Society of the United States, and PETA (People for the Ethical Treatment of Animals) which are all prominent leading animal welfare organizations in North America, are opposed to the use of wild animals in circuses entirely.

"Indeed, using exotic animals for entertainment is usually to the detriment of their conservation in the wild. The demand for animals for entertainment is one more stimulus behind a rapacious and unsustainable international trade in wildlife threatening many species around the world. Neither is it credible to say that displaying an exotic animal in a demeaning situation completely divorced from its natural environment contributes to the circus visitor's education about that animal." ~ Humane Society International

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Despite many investigations opened by the USDA (U.S. Department of Agriculture) for violations against the Animal Welfare Act, many wild-animal circuses, including Ringling Brother's and a very long list of others, continue to harm their animals and neglect to care for them properly, even forcing them to perform despite chronic sickness or injuries.

I believe if the Mayor and City Council take the time to educate themselves of the endless cruelty forced upon circus animals and review the documented evidence both in written and video format, which can be found on many animal welfare sites including www.peta.org, the City of Sault Ste. Marie will not hesitate to enact a Bylaw to ban wild animal circuses from performing in our fine city.

Wild animal circuses are barbaric and it's time that we do our part to stop them. Please take action to prevent wild animal circuses from performing in the City of Sault Ste. Marie and vote in favour of enacting a Bylaw to ban wild animal performances. In doing so, we send a message that is loud and clear "Sault Ste. Marie does not support or condone animal abuse."

Sincerely,

Katherine

Katherine G. MacRae
29 Welcome Avenue
Sault Ste. Marie, ON P6A 5A6
KGM@sympatico.ca
705-253-0660



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Glenn MacDonald

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Rene MARQUIS
Bk MOSS RD
SSM

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Alba Bourdages

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Rick Marsh

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Michael Carroll

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Lyn Barbarie

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Sincerely,



Monica Bellerose

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Stephen Conway

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Iva Miller

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Christine St. Jules

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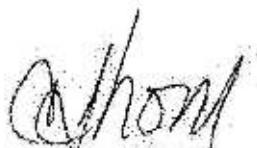
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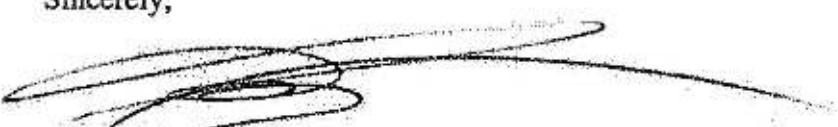
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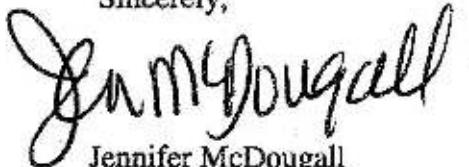
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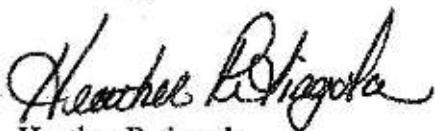
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MIKE DELUCA
39 EASTERN AVE.
S.S.M. P.G.A 4P9

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Sincerely,


Sandra DeLuca
39 Eastern Ave, SSM P6A 4P9

November 2, 2012

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Sincerely,

Tina Muise
Tina Muise
632 Placid Ave.
SSM P6A 3H7

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Sincerely,

ALBERTO J. ESQUIVEL
23 KOPRAHSAI CRT.
P6B-551

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Chris Anema
Chris Anema
39 Eastern Ave.
55m P6A 4P9

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Sincerely, *Charlene DeLuca*
CHARLENE DE LUCA

*To GROVE
S.S.M.*

November 2, 2012

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Stephanie Bell
Stephanie Bell
39 Eastern Ave.
SSN P6A 4P9

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Sincerely, Amanda Harvey
21 Hamilton Street

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Sincerely,

Susan Solomon

Susan Solomon
421 Elizabeth St
SAULT STE MARIE, ON

P66 3H3

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Sincerely,

Linda Chant 230 St Jane St

November 2, 2012

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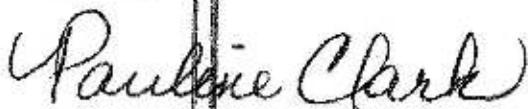
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Although I live in Thessalon, I feel it's important for our nearest city to take a stand on this issue and hopefully the smaller municipalities will follow suit. I look forward to hearing a positive response to this issue.

Sincerely,



Pauline Clark,
PO Box 676
Thessalon, ON

November 2, 2012

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Sincerely,

Alicia Chant 28 Grandview Rd

November 2, 2012

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Sincerely,


Tammy Dennis
81 Ellis Rd.

November 2, 2012

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Sincerely,

*Diane Bringsom
434 North St
Sault Ste. Marie ON P6B 2B3,*

November 2, 2012

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Take a positive stand to join many other progressive cities worldwide as a champion and voice of the voiceless to show our province, our country, and the world that we will not support the needless abuse and torture of animals. The evidence of animal abuse is overwhelming and ALL wild-animal circuses should be banned. In fact, Humane Society International, the Humane Society of the United States, and PETA (People for the Ethical Treatment of Animals) which are all prominent leading animal welfare organizations in North America, are opposed to the use of wild animals in circuses entirely.

"Indeed, using exotic animals for entertainment is usually to the detriment of their conservation in the wild. The demand for animals for entertainment is one more stimulus behind a rapacious and unsustainable international trade in wildlife threatening many species around the world. Neither is it credible to say that displaying an exotic animal in a demeaning situation completely divorced from its natural environment contributes to the circus visitor's education about that animal." ~ Humane Society International

Circus animals are subject to cruel treatment for the sole purpose of human so-called 'entertainment'. These animals are removed from their natural environments, abused and beaten by instruments like bullhooks and are confined to extremely small spaces for extended periods of time without adequate exercise, environments or the opportunity to socialize as they would in their natural habitat. Some of these animals, including elephants, are endangered.

Despite many investigations opened by the USDA (U.S. Department of Agriculture) for violations against the Animal Welfare Act, many wild-animal circuses, including Ringling Brother's and a very long list of others, continue to harm their animals and neglect to care for them properly, even forcing them to perform despite chronic sickness or injuries.

I believe if the Mayor and City Council take the time to educate themselves of the endless cruelty forced upon circus animals and review the documented evidence both in written and video format, which can be found on many animal welfare sites including www.peta.org, the City of Sault Ste. Marie will not hesitate to enact a Bylaw to ban wild animal circuses from performing in our fine city.

Wild animal circuses are barbaric and it's time that we do our part to stop them. Please take action to prevent wild animal circuses from performing in the City of Sault Ste. Marie and vote in favour of enacting a Bylaw to ban wild animal performances. In doing so, we send a message that is loud and clear "Sault Ste. Marie does not support or condone animal abuse."

Sincerely,

*Pauline Weir
600 Cass Rd.
Sault Ste Marie*

November 2, 2012

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Sincerely,

Tracey Linder
705-759-9322

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Sincerely,
Sheila Foley
254 OLD GARDEN RIVER Rd
SAULT STE MARIE

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Jodie McNabb

705-251-8584

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Sincerely,
Patty Donofrio
3298 Second Line West
Sault Ste. Marie, ON P6A 6K4



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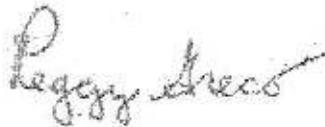
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Sincerely,



Peggy Greco
578 Wellington Street West
Sault Ste. Marie, ON P6C 3T7

Katie Alton

582 Albert St. West • Sault Ste. Marie, ON P6A 1C1
Phone: 705 946-3819 • E-Mail: info@engine9design.ca

Date: November 1, 2012

Madame Mayor Debbie Amaroso
Members of City Council for Sault Ste. Marie, ON

Dear Madame Mayor and Members of City Council,

This is my letter of support to ban wild animal circus acts or performances of any kind that force animals to act outside of their natural instincts. Many of these animals are coerced by use of brute force and negative conditioning making them behave out of fear of being hurt. I am opposed to acts of these kinds and would encourage Madame Mayor and Members of Council to vote to ban such blatant exploitation of animals for crass entertainment and monetary gain.

The most successful circus company is Cirque du Soleil, which does not use any animals in any of its many worldwide performances and yet thrills and entertains thousands.

I would hope that we live in an enlightened age where people understand that animals do not have voice and it is up to us to help them.

Sincerely,



Katie Alton

Reader Comment

Sault Star July 31 2003

Let Sault be a city that chooses to ban circuses

I am writing as a resident of Sault Ste. Marie and an animal rights activist.

Circus elephants standing on their hind legs, bears doing hand stands, or dogs jumping through heavy hoops are all unnatural acts, which clearly indicates that they don't perform these tricks because they want to.

Since most circus operations do not bring in a great deal of money, the animals frequently suffer, and in extreme circumstances die from inadequate care.

How sad when their lives have become pacing back and forth in their cage without clean water or sufficient food.

Most of these formerly active animals will spend the rest of their lives travelling and performing unnatural acts.

I absolutely agree with Chris

line Wyper, who wrote in her July 25 letter, Sault should make right choice for circus animals, that city council should pass a bylaw prohibiting animal circuses.

I also agree that the publicity from this bylaw would be positive, showing we are a town that is doing something for animal welfare. There are several municipalities that have banned animal circuses and are remembered and talked about.

As for Mauri Ilustalo's July 24 letter, Nothing illegal, immoral, about circus animals, how can one assume that being taken from natural surroundings simply to perform tricks for people is not morally or ethically wrong?

Does anyone honestly believe that these massive animals are taught these tricks with a cookie and a pat on the head?

While their "trainers" claim they have a happy life and are not abused, there are many hidden videos to indicate quite the contrary.

As for Mr. Ilustalo's July 29 letter, OK to see my circus, but no allegation of treatment, how can he possibly compare training a dog, an animal we have domesticated approximately 14,000 years ago, to a completely wild animal weighing over 7,000 pounds?

He writes, "It is wrong, however, to publicly accuse any of them of mistreating their animals on hearsay evidence."

When these animals travel, are they treated like "movie stars" with their personal trainers, delicious meals and roomy living space? All I have seen are large animals being crated apart from city to city in transport trucks.

Their meals, if they include dirty plastic garbage cans filled with water and hay, are hardly wholesome. Elephants in the wild usually eat fruit, branches, twigs and bark.

I would like to thank Doug Millroy for his wonderful July 19 column, Sault should back bid to help circus animals. I am hoping it has opened the eyes of many Sault residents in pushing council for a bylaw.

Using animals for our own use is nearly completely morally and ethically wrong.

Let's be one of those cities that choose to ban the circus. It is time to teach our children to respect animals — not to see them as objects of entertainment, but as living, feeling creatures that were put here to share the planet.

Renia Petingola,
Anita Boulevard

CIRCUS QUICK FACTS

In the wild, bears don't ride bicycles, tigers don't jump through fiery hoops, and elephants don't stand upright on their hind legs. Circuses portray a distorted view of wildlife.

Laws protecting animals in traveling shows are inadequate and poorly enforced. The Animal Welfare Act establishes only minimum guidelines and even these meager standards are often ignored.

Animals used in circuses live a dismal life of domination, confinement, and violent training. It is standard practice to beat, shock, and whip them to make them perform ridiculous tricks that they cannot comprehend.

Most elephants used by circuses were captured in the wild. Once removed from their families and natural habitat, their lives consist of little more than chains and intimidation. Baby elephants born in breeding farms are torn from their mothers, tied with ropes, and kept in isolation until they learn to fear their trainers.

Big cats, bears, and primates are forced to eat, drink, sleep, defecate, and urinate in the same cramped cages.

Elephants often suffer crippling injuries from constant chaining and performing physically difficult tricks.

Children, who are naturally fond of animals, would have to be dragged kicking and screaming to the circus if they knew of the suffering these animals endure for a fleeting moment of so-called amusement.

The circus deprives animals of their basic needs to exercise, roam, socialize, forage, and play. Stereotypic behaviors such as swaying back and forth, head-bobbing, pacing, bar-biting, and self-mutilation are common signs of mental distress.

Using dangerous animals in performances jeopardizes public safety and often puts children at greatest risk. Since 1990, scores of people have been killed and hundreds of others, including children, have been injured by captive dangerous animals.

Animals in circuses are hauled around the country in poorly ventilated trailers and boxcars for up to 50 weeks a year in all kinds of extreme weather conditions. Access to the basic necessities of food, water, and veterinary care is often inadequate.

A growing number of cities are restricting or banning the use of animals in entertainment. More progressive circuses dazzle their audiences solely with skilled human performers.

Worldwide circus bans

Posted: 27 March 2006. Updated: 4 October 2012

EUROPE

Austria: Nationwide ban on the use of wild animals in circuses.

Bosnia and Herzegovina: Nationwide ban on all animals in circuses

Croatia: Nationwide ban on the use of wild animals in circuses.

Czech Republic: Nationwide ban on the use of certain species in circuses.

Denmark: Nationwide ban on the use of certain species in circuses.

Estonia: Nationwide ban on the use of wild-born animals in circuses.

Finland: Nationwide ban on the use of certain species in circuses.

Greece: Nationwide ban on all animals in circuses

Hungary: Nationwide ban on the use of wild caught animals in circuses, the purchase and training of elephants and primates for circus performances and the purchase, training and use of CITES (Appendix 1) listed species in circuses.

Ireland: Local bans on the use of animals in circuses in Cork and Fingal.

Poland: Nationwide ban on the use of wild-born animals in circuses.

Portugal: Nationwide ban restricting the use of great apes in circuses and the acquisition and breeding of CITES listed species.

Spain: Local bans on the use of wild animals in circuses in several towns including Barcelona.

Sweden: Nationwide ban on the use of certain species in circuses.

UK: Over 200 local authorities have bans on animal circuses (more than two thirds of these ban all performing animals, the remainder ban just wild animals). A Government commitment to ban the use of wild animals in circuses - this is yet to be enacted.

NORTH AMERICA

USA: 35 partial or full bans on circus animals in municipalities in the US, in 18 states. These include *Arkansas* – Sherwood; *California* – Corona, Encinitas, Huntington Beach, Irvine, Marin County, Pasadena, Rohnert Park, Santa Ana; *Colorado* – Boulder; *Connecticut* – Stamford; *Florida* – Clearwater, Hollywood, Pompano Beach, Tallahassee; *Georgia* – Fulton County; *Hawaii* – Maui County; *Illinois* – Collinsville; *Kansas* – Douglas County; *Massachusetts* – Braintree, Quincy, Revere, Somerville, Weymouth; *Missouri* – Richmond; *New York* – Greenburgh, Southampton; *North Carolina* – Orange County, Chapel Hill; *South Carolina* – Chester; *Texas* – Simonton; *Vermont* – Burlington; *Washington* – Port Townsend, Redmond; *Wisconsin* – Green Bay.

Canada: Local bans on the use of animals in circuses in 27 municipal jurisdictions including Vancouver.

CENTRAL AND SOUTH AMERICA

Argentina: Local bans on the use of wild animals in circuses in over 20 cities including a ban in the city of Buenos Aires.

Bolivia: Nationwide ban on the use of wild and domestic animals in circuses.

Brazil: Local bans on the use of wild and domestic animals in circuses in the districts of Rio de Janeiro, São Paulo, Pernambuco, Paraíba, Rio Grande do Sul, Espírito Santo, Mato Grosso do Sul, Alagoas and a number of bans in cities within another four Brazilian states.

Chile: Local bans on the use of wild and domestic animals in circuses in the city of Santiago.

Colombia: Local ban on the use of animals in circuses in the capital, Bogota.

Costa Rica: Nationwide ban on the use of wild animals in circuses.

Ecuador: Nationwide ban on the use of native wild animals; restrictions on the use of exotic animals; ban on the import of both native and exotic wild animals with circuses

Paraguay: Nationwide ban on the use of wild animals in circuses.

Peru: Nationwide ban on the use of wild animals in circuses as well as a local ban on all animals in Magdalena del Mar.

OCEANIA

Australia: Local bans on the use of animals in circuses in several towns including Hobsons Bay, Parramatta and Lismore.

ASIA

India: Nationwide ban on the use of certain species in circuses.

Israel: Nationwide ban on the use of wild animals in circuses.

Singapore: Nationwide ban on the use of wild animals in circuses.

Taiwan: Nationwide prohibition on the import or export of protected wildlife for circuses.

Tarzan Zerbini Circus

USDA #43-C-0012, Rte. 2, Box 195, Webb City, MO 64870

Tarzan Zerbini Circus has failed to meet minimum federal standards for the care of animals used in exhibition as established in the Animal Welfare Act (AWA). The U.S. Department of Agriculture (USDA) has cited Tarzan Zerbini for failure to maintain a veterinary-care program and medical records, failure to provide animals with minimum space, and failure to properly maintain transport vehicles. Animals used by Tarzan Zerbini have caused serious injuries to children. Contact PETA for documentation.

February 16, 2011: The USDA cited Tarzan Zerbini for failure to prevent elephants from being exposed to tuberculosis (TB). Three elephants were housed in the same building with a plastic partition to separate airflow between Luke, a tuberculosis-positive male, and two female elephants. The partition had holes in it that allowed contaminated air to flow between the two sections, exposing the females to TB. Tarzan Zerbini was also cited for failure to maintain the perimeter fence around an elephant's exercise area, which put the elephant at risk of intrusion by unwanted visitors, both human and animal.

March 13, 2009: The USDA cited Tarzan Zerbini for failure to dispose of expired medications and for insufficient perimeter fencing around the elephant enclosure.

May 21, 2008: The USDA confirmed that two elephants, Luke and Roxy, were under a tuberculosis-related quarantine at Tarzan Zerbini's Williston, Florida, facility.

February 20, 2008: The USDA cited Tarzan Zerbini for failure to maintain the structural strength of an elephant barn, which had excessive rust and corroded metal along the base of one wall as well as rusty nails protruding through the wall and into the barn. Two elephants who were tethered inside the barn every night had access to this area. In addition, the inspector noted that an elephant named Jan was thin and undergoing treatment for a medical condition.

December 21, 2005: The USDA issued Tarzan Zerbini a \$250 civil penalty for importing tuberculosis samples obtained from three elephants into the U.S. from Canada without a USDA permit, despite having been made aware that such a permit was required. USDA correspondence notes, "This seems to be a case where everyone involved has ignored all of our instructions."

January 31, 2005: An elephant trainer with Tarzan Zerbini was trampled to death by one of the elephants as they were being loaded into a trailer following performances at the Mizpah Shrine circus in Fort Wayne, Indiana.

August 16, 2004: The USDA cited Tarzan Zerbini for failure to maintain an adequate barrier between the public and elephants, failure to provide elephants with a wholesome and healthy diet, failure to dispose of waste in a sanitary manner, improper drainage in an area that had an electrical supply, cluttered areas that could cause injury to the elephants, failure to maintain animal records, and lack of a perimeter fence.

August 2, 2002: According to *The Chronicle Herald* of Halifax, three elephants traveling with Tarzan Zerbini were quarantined in Ontario and removed from Canada on July 13, 2002, after the USDA alerted Canadian authorities that the elephants had been in prolonged contact with a tuberculosis-positive elephant. The elephants had been performing for Shrine circuses and giving rides to children.

December 3, 2001: The USDA issued Tarzan Zerbini a \$2,250 civil penalty for failure to give veterinary care to an elephant with a swollen foot, failure to provide elephants with shade, failure to include elephants in the program of veterinary care, repeated failure to maintain travel trailers in good repair, failure to maintain clean premises, and improper food storage.

July 23, 2000: According to *The Daily News*, Tarzan Zerbini was forced to buy bigger overnight cages for its animals in order to meet minimum size requirements established by Nova Scotia provincial laws.

November 23, 1999: The USDA cited Tarzan Zerbini for failure to provide an elephant named Roxy, who was kept chained inside a barn, with adequate space.

November 3, 1999: The USDA cited Tarzan Zerbini for the third time in a year for an improperly maintained transport trailer. The floor that supports the elephants was sagging and rusted through in spots.

November 1999: Two elephants used by Tarzan Zerbini who had been exposed to tuberculosis-positive elephants were quarantined for testing.

May 4, 1999: The USDA cited Tarzan Zerbini for failure to give veterinary care to an elephant named Roxy, who had a swollen left front foot. The circus was also cited for failure to provide the elephants with shade and for improper food storage. The USDA cited Tarzan Zerbini for the second time for an improperly maintained transport trailer that could injure the elephants' feet.

April 24, 1999: A 27-year-old Tarzan Zerbini circus worker, who had been drinking, was hospitalized in serious condition after he was attacked by an elephant who had broken free of her shackles in Duluth, Minnesota, where the circus was performing for Shriners. Another elephant trainer admitted that the elephants had been beaten badly by drunken trainers and were wary of people with alcohol on their breath. The trainer also commented, "There are probably more people killed and injured by elephants than by any other exotic animal."

November 18, 1998: The USDA cited Tarzan Zerbini for an improperly maintained elephant transport trailer.

April 13, 1997: A spooked Tarzan Zerbini elephant performing at a Shrine circus in Calgary in Alberta, Canada, slapped a handler with her trunk and bit him on the head and back, causing injuries serious enough to require hospitalization.

March 17, 1997: A bear traveling with Tarzan Zerbini bit off the tip of a 2-year-old child's finger in Grand Rapids, Michigan. The child had to undergo surgery to repair her finger.

January 4, 1997: According to an internal USDA document, animals owned by Tarzan Zerbini may have been exposed to Hawthorn Corporation elephants who tested positive for tuberculosis.

February 6, 1995: A Tarzan Zerbini employee was critically injured when an elephant stepped on her and crushed her pelvis in Fort Wayne, Indiana.

December 8, 1994: The USDA cited Tarzan Zerbini for not having a program of veterinary care and for animal transport vehicles in need of repair.

November 5, 1994: The USDA cited Tarzan Zerbini for failing to have a program of veterinary care and medical records. The circus also did not have records of acquisition and disposition.

April 25, 1994: Three children were injured during elephant rides at a Tarzan Zerbini performance in Michigan.

July 18, 1992: Nine people were injured in Lafayette, Indiana, when elephants traveling with Tarzan Zerbini collided with a barricade, causing it to come toppling down. The spectators were treated for cuts and bruises, and one woman was hospitalized.

September 14, 1990: The Society for the Prevention of Cruelty to Animals in Victoria, British Columbia, inspected Tarzan Zerbini and noted the following: The majority of the horses had lacerations, abrasions, or scars from old injuries. There was no food or water available for the tigers. The cages for the monkeys were extraordinarily small and did not allow the monkeys to stand on their hind legs. The circus told an inspector that the monkeys and dogs are kept in the cages at all times except for the show performances. No water was provided for the monkeys and dogs. In her report, the inspector stated, "This circus, where the animals did not have food or water available, where the animals were kept entirely in cages too small to allow the least bit of movement or comfort, and where it was impossible to find anyone to accept basic responsibility for the care of the animals, was a prime example of everything that should not be allowed to occur in a circus."

**People for the Ethical Treatment of Animals • 501 Front St., Norfolk, VA 23510
757-622-7382 • PETA.org • Circuses.com**

and will be making our best efforts to modify as best we can
American costumes and tapping their palms over their mouths offend Native Americans of the Crowfoot Nation who were attending the event. In response, the general manager of the circus said, "We have noted their concern and will be making our best efforts to modify as best we can"

May 8, 2007: According to a *Calgary Sun* report, a Shrine Circus act featuring archers dressed in mock-Native American costumes and tapping their palms over their mouths offend Native Americans of the Crowfoot Nation about \$60,000 from the O'stis Shrine and International Order of Odd Fellows of Wheeeling, West Virginia, according to the Wheeeling News-Register. He was ordered to make restitution to the organization and to serve 30 days in jail, five years on supervised probation, and six months under electronically monitored home confinement.

June 26, 2007: While in a position to have access to organization checking accounts, James Kenneth White stole about \$60,000 from the O'stis Shrine and International Order of Odd Fellows of Wheeeling, West Virginia, according to the Wheeeling News-Register. He was ordered to make restitution to the organization and to serve 30 days in jail, five years on supervised probation, and six months under electronically monitored home confinement.

May 16, 2008: The USDA cited animal exhibitor Brett Gorden, performing as the Al Kali Shrine Circus in Colorado Springs, Colorado, for failure to properly maintain an elephant transport enclosure. The enclosure had a bent metal panel with sharp edges that protruded into the area that contained the elephant. Gorden was also cited for failure to provide sufficient employee supervision during periods of public contact with the getting 200 exhibit.

March 7, 2009: At least 15 children and one adult were injured when an elephant who was being used to give rides at the Mutual Shrine Circus in Indianapolis, Indiana, stumbled and knocking over the scaffolding around the scaffolding to the elephant ride. People on the elephant's back and others who were standing on, under, and slightly leaning to the elephant ride. Their injuries were treated at the scene. The Shrine had leased the elephant from exhibitor Will Davenport, da Maximus Tons of Fun.

April 9, 2010: An animal handler with the Hamid Circus was kicked and thrown approximately 20 feet by an African elephant named Dumbo between performances at the Irem Shrine Circus in Wilkes-Barre, Pennsylvania. The handler died at the scene from multiple traumatic injury. The elephant had been leased from Joe Frisco's Wonderful World of Animals.

April 9, 2010: An animal handler with the Hamid Circus was kicked and thrown approximately 20 feet by an African elephant named Dumbo between performances at the Irem Shrine Circus in Wilkes-Barre, Pennsylvania. The handler died at the scene from multiple traumatic injury. The elephant had been leased from from Joe Frisco's Wonderful World of Animals.

Exhibitors have also been cited for failure to handle animals in a manner that prevents trauma and harm to the animals and ensures public safety. Animals used by Shrine Circus have caused deaths and injuries.

Failure to provide veterinary care, adequate shelter from the elements, nutritious food, and clean water, for failure to establish standards for the care of animals used in exhibition as established in the Animal Welfare Act (AWA). The USDA has cited Shrine Circus exhibitors of Shrine Circus-leased animals have failed to meet minimal federal standards for the care of animals used to produce its own circus, so animal exhibitors will vary from temple and from year to year. Exhibitors of Shrine Circus Hollywood, so Shrine Circus is not subject to citations under its own name. Each Shrine Temple (USDA). The animals are leased from outside companies, including Tarzan Zebini Circus, George Gorden Circus, Jordan World Circus, Hawthorn Corporation, Royal Hanmerford Circus, Franzen Bros. Circus, and Circus Hollwood, so Shrine Circus is not subject to citations under its own name. Each Shrine Temple (USDA).

2900 Rocky Point Dr., Tampa, FL 33607

Shrine Circus

PETA Fact Sheet



PETA Factsheet

March 19, 2007: A *New York Times* examination of Shrine records found that more than 57 percent of the \$32 million raised in 2005 through circuses, bingo, and other fundraising events went to Shriner activities and temple expenses, including parties, liquor, and travel. Only 2 percent of the Shrine hospitals' operating income comes from money raised by Shrine temples. The investigation revealed that "more than 30 temples had discovered fraud like theft of money and inventory, altered bank statements, padded payrolls, and fake invoices"

March 1–4, 2007: The Al Chymia Shrine Circus in Memphis, Tennessee, featured elephant trainer Tim Frisco who, in his capacity as animal care director for Carson & Barnes Circus, had been videotaped viciously attacking terrified elephants with sharp metal bullhooks and electric prods. Frisco had instructed other trainers to hurt the elephants until they screamed and to sink the bullhook into their flesh and twist it and had cautioned that the beatings must be concealed from the public.

November 24, 2006: Animal trainer Wade Burck was clawed by a tiger during a performance of the Hadi Shrine Circus in Evansville, Indiana. Burck received hospital treatment, including stitches, for wounds to his left forearm and leg.

October 19, 2006: The USDA cited animal exhibitor Brett Carden, performing as the Al Menah Shrine Circus in Nashville, Tennessee, for failure to keep two elephants under the direct control and supervision of a handler. The elephants were being used to give rides to members of the public. The inspector wrote, "The handler walked away from the elephants and turned away from the elephants to assist in another matter unrelated to the elephants." The USDA also cited Carden for failure to store food supplies in a manner adequate to protect them from deterioration, mold, or contamination by vermin.

April 29, 2006: The USDA cited George Carden Circus, performing as the El Jebel Shrine Circus, in Denver, Colorado, for failure to have dangerous animals under the direct control and supervision of a knowledgeable and experienced animal handler. The inspector wrote, "Only one animal handler was available to manage two elephants providing rides to the public. There were times when both elephants were loaded with [members of the] public and the handler was not in the ring with the animals and could not have been in control of either elephant. No other knowledgeable and experienced elephant handler was available to assist this handler during public exhibition."

March 25, 2006: A *Montréal Gazette* article reported that a former clown with the Shrine Circus was sentenced to three years in prison for sexually abusing his daughter and sister-in-law. He was found guilty of nine of the 42 charges filed against him, including sexual assault.

March 16, 2006: The USDA cited Hawthorn Corporation, an exhibitor performing for the Shrine Circus in Springfield, Missouri, for failure to provide veterinary care to a male lion who had three lesions, including a 3-inch long open scrape on his right hip, and scabbed-over lesions at the base of his tail and on his left hip. The licensee said that these lesions were caused by the lion's rubbing against the bars of the enclosure.

March 16, 2006: The USDA cited George Carden Circus, performing as the Shrine Circus in Springfield, Missouri, for failure to provide veterinary care to an elephant named Judy, who had three open wounds on her forehead and one open wound on her left front leg.

February 24, 2006: The USDA cited Hawthorn Corporation, an exhibitor performing for the Arab Shrine Circus in Topeka, Kansas, for failure to provide adequate veterinary care to three tigers who had sores and spots of missing hair on top of their heads and near their eyes. Hawthorn was also cited for failure to have "any weapons that could immobilize, tranquilize, or [euthanize] any of the [eight] tigers if escape occurred"

February 24, 2006: The USDA cited Jorge Barreda, an exhibitor performing for the Arab Shrine Circus in Topeka, Kansas, for failure to maintain the sanitation of a transport trailer in which the inspector found "dried & caked elephant waste on the walls."

November 18, 2005: According to a *Milwaukee Journal-Sentinel* article, a volunteer clown for the Shriners was sentenced to four years in prison and eight years of extended supervision for using a computer to facilitate a sex crime. The man traveled from Kentucky to Wisconsin with the intent of having sex with a 14-year-old girl. The president of the Owensboro Shrine Clowns defended the man's character.

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February 2005: During a Shrine Treasurers Association of North America seminar, a Shriner commented that the temple's circus committee was disguising the fact that the circus was losing money in a budget report.

January 31, 2005: An elephant trainer with Tarzan Zerbini Circus was trampled to death by one of the elephants as the animals were being loaded into a trailer following performances at the Mizpah Shrine Circus in Fort Wayne, Indiana.

November 26, 2004: An ambulance was called to the Hadi Shrine Circus at Roberts Stadium in Evansville, Indiana, after a circusgoer was bitten on the cheek by a chimpanzee belonging to Zoppe-Rosaire Chimpanzees while posing for pictures. The patron was treated at the hospital for a puncture wound.

August 29, 2004: An elephant with the George Carden Circus attacked an arena worker following a performance at the El Maida Shrine Circus in El Paso, Texas. The elephant knocked the man down, threw him into a wall, and pinned him against a fence. He sustained a dislocated shoulder, a torn rotator cuff, and nerve injury, which required surgery for repair and reconstruction and resulted in more than \$15,000 in medical bills.

April 9, 2003: The USDA filed charges against Hawthorn Corporation, a company that supplies elephants and tigers to Shrine Circuses. The complaint alleges 47 violations of the minimum standards of care established in the Animal Welfare Act. Charges include using physical abuse to train, handle, and work an elephant; causing physical harm and discomfort; failing to provide veterinary care to an emaciated elephant; failure to provide veterinary care to an elephant suffering with severe chemical burns and a bacterial infection; failure to provide veterinary care to several elephants with potentially deadly foot problems; and unsafe public contact.

March 24, 2003: The Associated Press reported that a Shetland pony with the Shrine Circus in Lincoln, Nebraska, was chased by police officers and stopped traffic in the downtown area after bolting from the circus tent.

March 13, 2003: An editorial in the *Calgary Sun* stated, "Three years ago, I attended the Shrine Circus with my then 2½-year-old twin boys and vowed then that I'd never attend another circus that used wild, exotic animals for entertainment. ... [T]he animals were miserable and terribly treated, and ... the routines ... were, frankly, extremely boring."

March 10, 2003: According to *The Edmonton Sun*, a local Shriner admitted that statements made by club members may have misled the public into believing that circus profits would help sick kids and fund hospital operations when in fact the circus funds are used for administrative costs.

March 2, 2003: A 9,000-pound African elephant performing with Jordan World Circus at the Shrine Circus in Muskegon, Michigan, escaped from a tent shortly before a performance and was recaptured 15 minutes later in a busy downtown area.

October 25, 2002: According to the Associated Press, the former executive director of the Osman Temple Shrine Circus in Minnesota was found guilty of embezzling more than \$300,000 from the organization. A jury found Robert L. Janecek guilty on 21 counts of mail fraud, four counts of tax evasion, three counts of failure to file tax returns, and one count of filing a false tax return.

August 2, 2002: According to *The Halifax Herald Limited*, three elephants performing for Shrine Circuses and giving rides to children were quarantined in Ontario and removed from Canada on July 13 after Canadian authorities were alerted by the USDA that the elephants had been in prolonged contact with a tuberculosis-positive elephant.

June 17, 2002: Two elephants, named Tory and Mary, performing with the Shrine Circus in Menomonie, Wisconsin, bolted out of a circus tent during a show, scattering crowds. Mary hiked 2 miles through town and was recaptured at the University of Wisconsin-Stout campus when trucks blocked her escape. One child was injured, and the elephants damaged a door at the park and caused \$600 in damage to a city truck. The Shriners had contracted with George Carden Circus for the event.

May 29, 2002: According to *The Detroit News*, attendance had declined 10 percent at the 2001 Metro Detroit Shrine Circus.

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April 3, 2002: According to the Associated Press, the former executive director of the Mendota Heights-based Osman Temple in Minnesota was indicted for allegedly stealing more than \$300,000 from the nonprofit organization and using the Midwest Shrine Circus Committee to launder embezzled funds.

April 13, 2001: A letter to the editor published in the *Chicago Sun-Times* stated, "I escorted a group of schoolchildren, including my 8-year-old daughter, to this year's Medinah Shrine Circus. ... When the elephants were brought behind the curtain, the trainer began verbally abusing and hitting the elephant. We watched in horror as he swung a stick with all his force and struck the elephant in the back of the leg. This must have hurt because the elephant let out a scream that could be heard throughout the UIC Pavilion. The kids were frightened and asked me why the man was hurting the elephant."

April 2001: Animal handler Bryan Franzen required stitches after he was clawed by a tiger during a performance at the Tangier Shrine Circus in Omaha, Nebraska.

January 31, 2001: Four hundred Shriners were entertained by nude lap dancers and public sex acts at the Winnipeg Khartum Shriners VIP "Gentlemen's" Dinner.

May 29, 2000: The *Fort Worth Star-Telegram* reported that Shriners' membership had dropped to 528,000 by 1999, from a peak of 940,000 in the 1980s.

April 29, 2000: The Tebala Shrine in Rockford, Illinois, reneged on assurances that it would not use exotic animals in the circus. Elephants, tigers, and lions were featured.

April 13, 2000: An elephant named Tina used in Shrine Circuses was quarantined after testing positive for a human strain of tuberculosis.

February 11, 2000: The Albuquerque, New Mexico, shrine reneged on a promise to use an animal-free circus. The shrine featured numerous animal acts, including a killer elephant named Misty.

January 26, 2000: A 4,500-pound female African elephant named Kenya, who had been featured in Shrine Circuses, attacked and killed a circus worker in Florida. The 18-year-old elephant knocked the woman to the ground and crushed her.

December 2, 1999: According to *The Evansville Courier*, attendance was dropping at the annual Hadi Shrine Circus; there were an estimated 3,200 fewer audience members present this year than there were the previous year.

October 15, 1999: The *San Antonio Express-News* reported, "The money coming from this weekend's [Alzafar Shrine] circus proceeds does not go toward the 22 children's hospitals in the United States, Mexico, and Canada."

April 29, 1999: As a result of sustaining multiple injuries from an elephant while performing for the Shrine Circus in Duluth, Minnesota, an animal handler was hospitalized in serious condition.

March 1999: An evaluation by the Council of Better Business Bureaus determined that the Shriners did not meet its standards, which recommend that at least 50 percent of a charity's income be spent on programs directly related to the organization's stated purpose. According to the evaluation, Shriners had spent only 24 percent on program services.

February 1999: During a risk management presentation to the Shrine Treasurers Association of North America, the Shriners learned that they had been provided by a circus' insurance agent with a fraudulent certificate of insurance on a policy that did not exist after an attendee was injured at a Shrine Circus.

November 26, 1998: In an interview conducted during a performance of the Hadi Shrine Circus and published in *The Evansville Courier*, Hawthorn tiger trainer Othmar Vohringer recalled a serious attack that had occurred during his career: "A lion took my arm off. It was just hanging there. It had to be reattached."

November 13, 1998: The same tiger used in Shrine Circuses who killed a trainer on October 8, 1998, attacked and killed his owner in Newberry, Florida. The tiger was shot dead.

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October 8, 1998: A tiger attacked and killed a trainer in Newberry, Florida. The tiger, who had been featured in numerous Shrine Circuses, grabbed the trainer by the throat.

May 15, 1997: A transient who came to Omaha, Nebraska, with the Shrine Circus was convicted of second-degree murder. The victim's partially nude, badly decomposed body was found on June 16, 1995. She had been beaten to death with a chunk of concrete.

April 13, 1997: A spooked elephant performing at a Shrine Circus in the city of Calgary in Alberta, Canada, slapped a handler with her trunk and bit him on the head and back, causing injuries serious enough to require hospitalization.

March 18, 1997: A bear with the Shrine Circus in Grand Rapids, Michigan, bit off the tip of a 2-year-old child's finger. There were no safety barriers around the bear cages, and 30 other children had been petting the bear.

September 5, 1996: According to the *Commercial Appeal* in Memphis, Tennessee, "a former bookkeeper for the Al Chymia Shrine Circus has filed a \$1 million sexual harassment lawsuit against the organization."

February 6, 1995: An employee of Tarzan Zerbini Circus was stepped on by an elephant while loading the elephants into a trailer at the Mizpah Shrine Circus in Fort Wayne, Indiana. The employee suffered a crushed pelvis and was in critical condition.

August 20, 1994: An elephant named Tyke who had rampaged at the Altoona, Pennsylvania, Shrine Circus on April 21, 1993, killed a trainer while performing in Honolulu, Hawaii, stomped on a circus groom, and injured a dozen spectators.

April 1994: Three children were injured when an elephant who was being used for rides at a Shrine-sponsored circus in Muskegon, Michigan, fell into the passenger loading platform, spilling the riders and bending the platform.

August 8, 1993: A Tucson, Arizona, Shrine Circus clown was arrested on charges of molesting three girls, ages 6, 7, and 10, whom he had met at the circus.

April 21, 1993: An elephant named Tyke charged through an arena entryway during a Shrine Circus performance in Altoona, Pennsylvania, ripping away part of the wall and causing \$10,000 in damage. More than 3,000 children were in the audience, and one young girl was injured.

April 17, 1993: A tiger performing with the Shrine Circus at the Barton Coliseum in Little Rock, Arkansas, escaped, ran into the audience, and bit a 13-year-old girl. The tiger was owned and trained by Jordan Circus.

October 15, 1992: A handler was hospitalized for a leg injury when an elephant grabbed him with her mouth while giving rides to several children at the Shrine Circus in Bloomington, Minnesota. One child suffered a minor leg injury.

July 8, 1990: A 600-pound tiger terrified hundreds of children and their parents when he ran loose for 15 minutes at the Shrine Circus at Mississauga's Square One mall in Ontario, Canada.

February 17, 1990: According to the *Capital Times*, a woman alleged that "her foot was crushed by an elephant as she dismounted the behemoth she and her son had been riding at the Zor-Shrine Circus at the Dane County Exposition Center" in Madison, Wisconsin.

March 5, 1988: A Detroit elephant trainer was treated in the intensive care unit of a Montréal hospital after being stomped on by an elephant during a performance of the Shrine Circus. The trainer required emergency surgery for multiple abdominal injuries, including three cracked ribs and a damaged liver.

1978: A Hawthorn Corporation elephant performing in Chicago with the Shrine Circus picked up a trainer with her trunk and threw him into a pillar, killing him.

*Factsheet available

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Franzen Bros. Circus

USDA License #58-C-0447
7725 CR 48 W., Bushnell, FL 33513

Franzen Bros. Circus has failed to meet minimal federal standards for the care of animals used in exhibition as established in the Animal Welfare Act (AWA). The U.S. Department of Agriculture (USDA) has cited Franzen Bros. Circus for failing to provide veterinary care, failing to meet animals' nutritional requirements, failing to provide sanitary conditions, and repeatedly failing to maintain transport trailers. A tiger attacked and killed Wayne Franzen during a performance. Brian Franzen was convicted of cruelty to animals when several emaciated ponies were confiscated from a filthy trailer. Franzen Bros. Circus has leased animal acts to other circuses, including Shrine circuses, Sterling & Reid Circus, and Royal Hanneford Circus. Contact PETA for documentation.

January 25, 2012: The USDA cited Franzen Bros. for unsafe primary transport enclosures—the roof of the enclosure had a piece of hanging metal that could injure an elephant.

June 30, 2011: The USDA cited Franzen Bros. for failing to allow inspectors to access and inspect records and property. The itinerary stated that the circus would be in Peru, Indiana, but when an inspector arrived, he learned that Franzen Bros. had left at least a week before.

February 18, 2011: The USDA cited Franzen Bros. for inadequate housing. Three tigers were kept in an enclosure that had fiberglass flooring without a suitable method to eliminate excess water quickly. The wet surface could cause cats to slip and slide. The inspector also noted that the water contained feces.

January 11, 2010: The USDA cited Franzen Bros. for failing to provide records regarding the euthanasia of a tiger named Nona and for storing potentially toxic materials adjacent to thawing meat.

November 19, 2009: The USDA cited Franzen Bros. for failing to provide a travel itinerary for the entire year as well as failing to be available to allow the USDA to conduct an animal welfare inspection.

December 9, 2008: The USDA cited Franzen Bros. for failing to maintain a tiger cage in good repair. The cage had splintered plywood flooring that posed a risk of injury to the animals and that could not be properly cleaned.

January 4, 2006: The USDA cited Franzen Bros. for failing to provide veterinary care to an elephant who had overgrown soles and for failing to provide documentation of compliance with the program of veterinary care.

January 8, 2003: The USDA cited Franzen Bros. for failing to maintain structures in good repair in order to protect the animals from injury.

February 4, 2002: The USDA cited Franzen Bros. for failing to allow inspectors to access and inspect records and animals—no circus official was available. The inspector also noted that the last itinerary supplied ended December 2, 2001.

August 1, 2001: The USDA cited Franzen Bros. for failing to provide two tigers with minimum space. The cages were too small to allow them to make normal postural and social adjustments with adequate freedom of movement.

May 9, 2001: A USDA inspector noted that tuberculosis test results for trunk-wash cultures from elephants had not been received for the 2001 season.

October 5, 2000: The USDA cited Franzen Bros. for failing to maintain a transport trailer.

February 22, 1999: The USDA cited Franzen Bros. for failing to maintain transport trailers, including one that was used for lions and tigers and that had been severely damaged after being hit by a truck.

January 25, 1999: The USDA cited Franzen Bros. for failing to maintain transport trailers in a manner that protects the elephants from injury.

October 16, 1998: According to *The Press-Enterprise* (Riverside, California), "In a plea bargain agreement, [Brian] Franzen, 23, was ordered to pay \$1,287 in restitution and was placed on probation for three years ... after pleading guilty to two counts of keeping his animals in filthy trailers. He also agreed to allow



any law enforcement officer to inspect his animals without a warrant. ... [On April 3] officials from the Humane Society of San Bernardino Valley claimed the ponies were severely dehydrated, malnourished and living in filth. One animal subsequently died."

October 3, 1998: The USDA cited Franzen Bros. for failing to provide adequate veterinary care. The inspector noted that the toenails on the Asian elephant were overgrown and misshapen, with chips and cracks.

April 28, 1998: The USDA cited Franzen Bros. for a second time for failing to have a veterinary-care program, meet the nutritional requirements of exotic cats, and properly maintain a transport trailer for an elephant.

April 17, 1998: The USDA cited Franzen Bros. for failing to have a veterinary-care program, meet the nutritional requirements of exotic cats, and properly maintain a transport trailer for an elephant.

April 3, 1998: The USDA cited Franzen Bros. for inadequate cleaning of trailers and cages, failing to submit the required itinerary, Inadequate exercise and space, and poorly maintained transport trailers. The trailer that was being used to transport the lions and tigers was placed "out of service" and towed by authorities when it was found to be without trailer brakes. Brian Franzen was charged with cruelty to animals by the San Bernardino Humane Society in California after humane investigators found several emaciated ponies in a filthy trailer while Franzen was touring with Sterling & Reid Circus.

May 8, 1997: The USDA cited Franzen Bros. for failing to have a veterinary-care program, maintain transport trailers, and keep records of acquisition and disposition.

May 7, 1997: Wayne Franzen, the founder and owner of Franzen Bros. Circus, was killed by one of the tigers he was exhibiting in front of 200 schoolchildren and their families in Carrollton, Pennsylvania.

November 19, 1996: The USDA cited Franzen Bros. for failing to maintain transport trailers and for unsanitary conditions in the tiger enclosures.

September 30, 1996: The USDA cited Franzen Bros. for failing to allow inspectors to access and inspect records and property--no circus official was available.

September 20, 1996: The USDA cited Franzen Bros. for failing to allow inspectors to access and inspect records and property--no circus official was available.

December 30, 1994: The USDA cited Franzen Bros. for failing to keep records of veterinary care, for unsanitary cages (with feces, food waste, and hair buildup), and for using unsafe enclosures for animals.

February 17, 1994: The USDA cited Franzen Bros. for unsanitary cages and unsafe enclosures for animals.

February 1993: The USDA cited Franzen Bros. for cages that were in need of repair, meat thawing for lions and tigers that was exposed to many flies on and around it, and having no record of veterinary care.



PETA Factsheet

Ringling Bros. and Barnum & Bailey Circus

USDA# 52-C-0137 (past # 58-C-0106), 8607 Westwood Center Dr., Vienna, VA 22182

In 2009, PETA recorded Ringling Bros. and Barnum & Bailey Circus employees for many months and in numerous U.S. states. Eight employees, including the head elephant trainer and the animal superintendent, were videotaped backstage repeatedly hitting elephants in the head, trunk, ears, and other sensitive body parts with bullhooks and other cruel training devices just before the animals would enter the arena for performances. (A bullhook is an elephant-training tool that resembles a fireplace poker.) A tiger trainer was videotaped beating tigers during dress rehearsals. Footage from the investigation can be viewed at RinglingBeatsAnimals.com.

Former Ringling employees have reported that elephants are routinely abused and violently beaten with bullhooks. In December 2009, PETA released dozens of photographs taken by a retired Ringling trainer named Sam Haddock. The photos reveal the violent training methods used on baby elephants at Ringling's Polk City, Florida, training center. The photos, which are available at RinglingBeatsAnimals.com, depict baby elephants bound with ropes and wrestled into physically difficult and uncomfortable positions by several adult men. According to Haddock's notarized statement, the elephants scream, cry, and struggle as they are stretched out, slammed to the ground, gouged with bullhooks, and shocked with electric prods. According to him, these violent training methods are the only way an elephant can be trained to perform in circuses. Elephants are also chained in filthy, poorly ventilated boxcars for an average of more than 28 straight hours—and as long as 60 to 100 hours at a time—when the circus travels (see "Animal Care").

Ringling has failed to meet minimal federal standards for the care of animals used in exhibition as established by the Animal Welfare Act (AWA). Since 2000, the U.S. Department of Agriculture (USDA) has cited Ringling numerous times for serious AWA noncompliances, including the following: improper handling of dangerous animals; failure to provide adequate veterinary care to animals including an elephant with a stiff leg, an elephant with a large swelling on her leg, elephants with abrasions, a camel with bloody wounds, and a camel injured on train tracks; causing trauma, behavioral stress, physical harm, and unnecessary discomfort to two elephants who sustained injuries when they ran amok during a performance; endangering tigers who were nearly baked alive in a boxcar because of poor maintenance of their enclosures; failure to test elephants for tuberculosis; and unsanitary feeding practices (see "Failure to Comply With Humane-Treatment Laws"). The USDA has at least three open investigations of potential violations of the AWA by Ringling.

In 2004, a 2-year-old lion died from apparent heatstroke while the circus train crossed the Mojave Desert, and an 8-month-old baby elephant was euthanized when he fractured his hind legs after falling from a circus pedestal. In the late 1990s, Ringling paid \$20,000 to settle USDA charges that the circus had failed to provide veterinary care to a dying baby elephant. The circus also received warnings from the agency for inflicting painful rope lesions on two baby elephants as they were prematurely pulled from their mothers as well as for shooting a caged tiger to death.

Ringling's gold unit is leasing an elephant act from Carson & Barnes Circus. In a PETA undercover investigation, that circus's animal care director, Tim Frisco, was videotaped beating and shocking elephants and instructing others to hurt elephants with bullhooks until they scream in pain. Tim Frisco is the brother of Joe Frisco Jr., a Ringling elephant superintendent.

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At least 29 elephants, including four babies, have died since 1992 (see "Deaths"). A human strain of tuberculosis has been diagnosed in 12 percent of captive Asian elephants in the U.S., including many at Ringling (see "Elephant Tuberculosis"). Fifty-seven of the approximately 62 elephants owned by Ringling in 1990 were captured in the wild.

Ringling employees have been arrested for sexual and violent crimes, including possessing child pornography, sexual battery, assault with a dangerous weapon, and aggravated bank robbery (see "Criminal Activity"). This factsheet also contains sections on "Danger," "Impeding Investigations," and "Declining Popularity." Contact PETA for documentation.

DEATHS

July 7, 2011: Putzi, a 49-year-old female Asian elephant who had been captured in the wild and shipped to the circus as an infant in 1964, was euthanized.

June 20, 2011: Siam, a 60-year-old female Asian elephant who had been captured in the wild and shipped to the circus as an infant in 1954, was euthanized.

April 26, 2011: Ringling euthanized Lutzi, a 61-year-old female Asian elephant who had spent 56 years of her life with the circus. In a sworn deposition taken during Ringling's 2009 trial to answer charges that its elephant-handling practices violated the federal Endangered Species Act, the general manager of Ringling's Center for Elephant Conservation admitted that Lutzi and other elephants had been chained by two legs on a concrete floor for 16 hours a day.

March 19, 2010: Lima, a zebra who fled the circus and ran loose through downtown Atlanta for more than 40 minutes, was euthanized as a result of injuries he sustained during his escape.

January 8, 2010: Ringling euthanized Josky, a 43-year-old female Asian elephant who was captured in the wild in 1967.

July 18, 2008: Calcutta, a 62-year-old Asian elephant who was captured in the wild in India and shipped to U.S. circuses as an infant, was euthanized by the circus.

September 11, 2006: An Asian elephant died from unreported causes. The circus did not announce this death.

August 31, 2005: An Asian elephant named Gildah died. Gildah was captured in the wild and used in Siegfried & Roy's casino act. She was kept in solitary confinement at the Mirage Hotel & Casino in Las Vegas. Feld Entertainment refused a USDA recommendation to conduct a necropsy on Gildah.

August 10, 2005: According to the *Asian Elephant Studbook*, an 11-day-old elephant named Bertha died. The circus did not announce her birth or death.

October 9, 2004: A 44-year-old Asian elephant named Roma was euthanized because of osteoarthritis.* The circus did not announce this death. A necropsy revealed that Roma had tuberculosis.

August 5, 2004: An 8-month-old elephant named Riccardo was euthanized after suffering severe and irreparable fractures to both hind legs when he fell off a circus pedestal. Riccardo was undersized when he was born to Shirley, a Ringling elephant, in December 2003. Failing to wait until Shirley was 18 years old, when she would have been physically and emotionally ready to raise offspring, Ringling used Shirley for breeding when she was only 7 years old (see "Animal Care," December 5, 2003). Riccardo may have been afflicted with a bone disorder caused by malnourishment because his mother was unable to nurse him.

July 13, 2004: According to an affidavit by former Ringling lion handler Frank Hagan, a 2-year-old lion named Clyde died while traveling through the intense heat of the Mojave Desert in a poorly ventilated boxcar without being checked or given water. The lion is believed to have died from heatstroke and dehydration.

July 1, 2004: A 53-year-old Asian elephant named Calcutta 2 died because of an aortic aneurysm. The circus did not announce this death. Calcutta 2 had previously tested positive for tuberculosis (see "Elephant Tuberculosis," April 16, 2001).

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PETA Factsheet

May 11, 2004: Two Ringling horses were struck by a freight train as they were being unloaded from the circus train near Dayton, Ohio. One horse died instantly, and the other was euthanized at the scene.

January 24, 2003: An Asian elephant was euthanized because of osteoarthritis.* The circus did not announce this death.

December 22, 2002: A 57-year-old Asian elephant named King Tusk was euthanized because of osteoarthritis.*

June 1, 2001: A 7-year-old Bengal tiger named Jasmine was euthanized due to chronic renal disease. The circus did not announce this death.

May 25, 2001: A 34-year-old Asian elephant named Birka was euthanized due to abdominal neoplasia at Ringling's breeding compound. The circus did not announce this death.

April 30, 2001: An Asian elephant died due to chronic osteoarthritis.* The circus did not announce this death.

April 12, 2001: An Asian elephant was euthanized due to chronic osteoarthritis.* The circus did not announce this death.

March 7, 2001: An Bengal tiger was euthanized because of tumors in her ear canals and sinuses. The circus did not announce this death.

August 5, 2000: An Asian elephant was euthanized due to degenerative osteoarthritis.* The circus did not announce this death.

August 1, 2000: An Bengal tiger was euthanized due to degenerative osteoarthritis.* The circus did not announce this death.

October 28, 1999: A 52-year-old Asian elephant named Teetchie was euthanized due to multiple joints affected by osteoarthritis* and an *M. tuberculosis* infection of the lung. The circus did not announce this death.

July 26, 1999: Benjamin, a 4-year-old baby elephant who had been removed from his mother before she could teach him to swim, drowned when he stepped into a pond while the circus was traveling through Texas. Benjamin drowned as he tried to move away from a trainer who was poking him with a bullhook. According to the *Asian Elephant Studbook*, Benjamin was removed from his mother when he was only 1 year old.

February 22, 1999: A horse collapsed and died during Ringling Bros. and Barnum & Bailey's animal march to the Scope Convention Center in Norfolk, Virginia. A PETA videographer captured the horse's collapse on film despite Ringling workers' attempts to obstruct the camera. Although Ringling claims that a veterinarian is available to its animals 24 hours a day, there was no veterinarian on duty when the horse was in urgent need of medical care. According to the necropsy, Ringling was aware of this animal's delicate condition yet kept him on the road anyway.

September 3, 1998: According to the *Asian Elephant Studbook*, a 40-year-old elephant named Dolly died. Ringling did not announce this death.

August 31, 1998: A 12-year-old wild-caught sea lion named Gypsy was found dead in her transport container in Moline, Illinois. In the wild, sea lions can live to be 20 years old.

January 24, 1998: A 3-year-old baby elephant named Kenny was forced to perform in two shows while the circus was in Jacksonville, Florida, despite obvious signs of illness. According to the circus's animal care log, Kenny was "not eating or drinking," was "bleeding from his rectum ... had a hard time standing, was very shaky, walked very slowly," and "passed a large amount of blood from his rectum." The log noted that at 11:30 p.m., "the elephant was dead."

January 7, 1998: Ringling trainer Graham Chipperfield shot a Bengal tiger named Arnie five times while he was locked in his cage, killing him in retaliation for an attack against Graham's brother, Richard, during a photo shoot.

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May 22, 1996: An elephant named Seetna who was euthanized due to prolonged dystocia (difficult labor). According to the *Asian Elephant Studbook*, Seetna was 30 years old when she died. In elephants, dystocia often indicates that the fetus has died and is decomposing in the uterus. The circus did not announce this death.

1995: According to the *Asian Elephant Studbook*, the following Ringling elephants died: 53-year-old Cita, 53-year-old Ranni, 45-year-old Rhani, and 34-year-old Karnaudi. The circus did not announce these deaths.

August 8, 1994: According to the *Asian Elephant Studbook*, a 41-year-old elephant named Jenny died. Ringling did not announce this death.

1992: According to the *Asian Elephant Studbook*, the following Ringling elephants died: a 26-year-old male named Petely, 50-year-old Nelly, and 50-year-old Mia.

FAILURE TO COMPLY WITH HUMANE-TREATMENT LAWS

August 25, 2011: The USDA cited Ringling for failure to handle animals in a manner that prevents physical harm after a tiger named Kimba had her tail caught in the gait of a transfer cage. Kimba suffered a laceration on her tail that was "about 1½ inches long and ½ wide." Ringling was also cited for forcing Banco, a 35-year-old Asian elephant, to perform even though she was "experiencing pain and distress" while suffering from diarrhea and abdominal comfort that required pain medication. Her condition was probably linked to sand colic, a potentially deadly medical condition.

June 10, 2011: The USDA gave Ringling a repeat citation for failure to provide adequate veterinary care to a female Asian elephant named Sarah, whom circus veterinarians reported as having possible necrotic tumors on her reproductive organs or a condition known as pyometra, a bacterial infection that causes the uterus to fill with pus and become septic. Sarah reportedly had an elevated white-blood-cell count indicative of infection, and Ringling also acknowledged that she had a chronic fistula (an abnormal connection) between her rectum and her vagina. The inspector wrote that there is a discrepancy between what was written in Sarah's medical records, what the circus's on-site veterinarian said, and the treatment that she was receiving from handlers. Additionally, Ringling was given a repeat citation for failure to maintain primary-transport enclosures in a manner that prevents injury to the animals.

November 18, 2010: The USDA cited Ringling for failure to maintain an adequate program of veterinary care for a young elephant who had chronic lameness. The inspector wrote that "the licensee has not conducted adequate diagnostics, developed an adequate treatment plan, or ensured that the elephant received prescribed treatments." The USDA also cited Ringling for failure to maintain primary transport enclosures in a manner that prevents injury to the animals and for interfering with the inspection for over an hour, during which time it refused the USDA personnel access to the areas where the animals could be inspected.

November 4, 2010: The USDA cited Ringling for failure to maintain an adequate program of veterinary care because it had kept expired drugs in stock and other pharmaceutical drugs had no expiration date listed.

August 17, 2010: The USDA cited Ringling for failure to store food in a manner that protects against deterioration or contamination after ripped fiberglass insulation panels installed in the hay barn at Ringling's Polk City, Florida, training center were found to be "hanging down in the direction of the hay underneath." The report continued, "The hay could become contaminated with fiberglass and compromise the well-being of the animals."

February 18, 2010: The USDA cited Ringling for failure to keep an elephant under the direct control of a handler. The incident occurred while the animal was being walked into an arena for a pre-show in Greenville, South Carolina. The USDA citation stated, "This noncompliance presents a safety risk to the animal, individual handlers, and the public" (see "Danger," February 7, 2010). Ringling was also cited for failure to provide an adequate outer perimeter fence for the hoofstock after a zebra "bolted away from a caretaker" on February 18, 2010, in Atlanta, Georgia (see "Deaths," March 19, 2010, and "Danger," February 19, 2010).

July 28, 2009: The USDA issued a statement regarding PETA's allegations that Ringling employees abused elephants and tigers during an undercover investigation that lasted several months, stating that the "USDA's Animal and Plant Health Inspection Service has initiated a thorough investigation into these allegations."

March 12, 2009: The USDA cited Ringling for failure to maintain the primary enclosures for the elephants and big cats at its Williston, Florida, facility in a manner that would prevent injury to the animals. The USDA also cited Ringling for

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an unsanitary food storage area that was contaminated with rodent droppings as well as failure to properly maintain a perimeter fence behind a tiger's enclosure.

March 11, 2009: The USDA cited Ringling for failure to repair damaged perimeter fencing around elephant enclosures at its breeding compound. The inspector wrote that the perimeter fence "had evidence of small mammal tracks and paths and several areas where gaps were ... large enough for a person to crawl under the fence."

April 10, 2008: The USDA cited Ringling for failure to handle two zebras in a manner that would eliminate the potential for physical harm or stress after they escaped while the circus was performing in Baltimore, Maryland.

April 9, 2008: The USDA cited Ringling for failure to maintain the tigers' transport cages, failure to clean and repair the tigers' transport vehicle, improper storage of food and bedding, a filthy food preparation area, and unsanitary feeding practices.

February 20, 2008: The USDA cited Ringling for failure to have adequate perimeter fencing (which is required for potentially dangerous animals) around two tigers.

January 11, 2008: The USDA cited Ringling for inadequate housing, which could have failed to safely contain six dogs and restrict other animals from access.

December 11, 2007: The USDA cited Ringling for failure to maintain records of acquisition and disposition for its tigers.

September 19, 2006: The USDA cited Ringling for failure to have a perimeter fence around dangerous animals that met the height requirement of 8 feet at its Williston facility. A similar citation was issued in 2003 at the same location.

July 11, 2006: The USDA cited Ringling for improper handling of dangerous animals by failing to ensure that appropriate security was provided when the train containing the animals was stopped on the railroad tracks. The inspector wrote, "[T]hree APHIS personnel ... were able to approach and walk unchallenged directly to the open doors of the elephant cars" and stressed that "under these circumstances a member of the public would have been able to enter the cars and approach the animals, thus jeopardizing their own safety, or place items inside the cars that could adversely affect the well-being of the animals."

May 24, 2006: The USDA cited Ringling for failure to provide adequate veterinary care to an elephant named Jewel who has an abnormal gait and stiff front left leg. The inspector found that Jewel's stiffness did not disappear within a few minutes of walking as claimed by Ringling's veterinarian.

May 18, 2006: The USDA cited Ringling for failure to dispose of expired medications.

May 3, 2006: The USDA cited Ringling for failure to provide adequate veterinary care and maintain medical records for an elephant with a large swelling on her rear leg. Ringling did not have the prescribed medication on hand and the staff was unaware that the medication needed to be administered.

March 31, 2006: The USDA cited Ringling for failure to maintain the zebra enclosure.

February 15, 2006: The USDA cited Ringling for failure to provide veterinary care to a camel with two actively bleeding wounds.

January 6 & 17, 2006: The USDA cited Ringling for causing trauma, behavioral stress, physical harm, and unnecessary discomfort to two elephants, Rudy and Angelica, who sustained cuts and scrapes from arena seats after becoming startled by a barking dog while performing in Puerto Rico. Ringling was also cited for failure to provide a safety barrier between the elephants and the public.

October 5, 2005: The USDA cited Ringling for failure to maintain medical care records "for all the elephants, and Gunther in particular." There was no treatment plan for Gunther, who had been suffering from a lesion for at least five months.

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September 22, 2005: The Florida Fish and Wildlife Conservation Commission issued a verbal warning to Ringling for having elephant enclosure fences of insufficient height and no shelter in a paddock at its Williston facility.

September 7, 2005: The USDA cited Ringling for failure to dispose of expired and undated tuberculosis drugs. The inspector also indicated that Ringling transported an elephant named Siam from the Williston facility to the breeding compound. Ringling's tuberculosis-infected elephants are kept at Williston. Siam tested positive for tuberculosis in 1999 (see "Elephant Tuberculosis," April 16, 2001).

September 6, 2005: The USDA cited Ringling for failure to provide shade to an elephant named Doc who was in an outdoor pen "that does not provide any shade or shelter" at Ringling's breeding compound in Polk City, Florida.

January 26, 2005: A USDA inspector noted on an inspection report that elephants Gunther (age 3) and Angelica (age 7) had nail lesions.*

July 13, 2004: The USDA launched a formal investigation into the death of a 2-year-old lion named Clyde. According to a former Ringling employee, Clyde died after traveling through the intense heat of the Mojave Desert in a poorly ventilated boxcar.

February 20, 2003: The USDA cited Ringling for failure to have a complete perimeter fence around dangerous animals at its Williston facility.

December 16, 2002: The USDA cited Ringling for keeping alpacas and goats in areas with an accumulation of debris that included wood with sharp pointed nails sticking up.

December 5, 2002: The USDA cited Ringling for failure to have an appropriate perimeter fence around dangerous animals at its winter quarters.

November 7, 2002: The USDA cited Ringling for failure to have four elephants tested for tuberculosis and for failure to store food in a manner that protects it from contamination.

February 21, 2002: The USDA cited Ringling for failure to dispose of expired medication, for improper feeding, and for poor sanitation.

August 25, 2001: California humane officers charged Mark Oliver Gebel, son of animal trainer Gunther Gebel-Williams, with cruelty to animals for striking and wounding an Asian elephant with a sharp metal bullock. Gebel allegedly inflicted the injury when the elephant, named Asia, hesitated before entering the performance ring at the Compaq Center in San Jose, California.

August 24, 2001: Ringling was fined \$200.00 by the city of San Jose, California, for allowing a yak to run at large and cause a public nuisance.

August 20, 2001: The USDA cited Ringling for failure to provide access for inspection of animals, records, and property at its retirement center.

May 3, 2001: The USDA cited Ringling for improper food storage.

February 20, 2001: The USDA cited Ringling for improper food storage.

September 7, 2000: The USDA cited Ringling for failure to provide adequate veterinary care. The inspector wrote, "There is no documentation maintained on elephants that have minor lesions, scars, or abrasions. ... Records of medical treatment were not available on the camel that recently had both rear feet caught in a train track." Ringling was also cited for storing the animals' food near toxic substances and failure to maintain transport enclosures that could not be properly cleaned and sanitized.

July 12, 2000: The USDA cited Ringling for failure to provide adequate care in transit, failure to provide drinking water, and failure to maintain transport enclosures. The inspector wrote, "[A]nimals must be visually observed at least every four hours. ... Tiger transport vehicle is inaccessible as long as train is in motion. ... [I]t is not clear if the opportunity to water the tigers every 12 hours is available. ... Tiger transport design has allowed excessively high

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temperatures during routine transport. ... Vent failure pushed these temperatures to a point of immediate danger to the animals."

July 5, 2000: The USDA cited Ringling for failure to maintain the structural strength of its tiger enclosures. Two tigers had injured themselves attempting to escape cages in which an excessive rise in temperature occurred when faulty vent doors blew shut. One tiger tore at the cage, tearing the track from the door and breaking off a tooth. A tiger in another enclosure suffered an injury above the eye caused by the same faulty vent-door problem.

June 16, 2000: USDA spokesperson Jim Rogers told the *Austin American-Statesman* that the agency has two investigations pending against Ringling Bros. for possible AWA violations.

February 22, 2000: Ringling was cited for failure to maintain a transport-shift cage for the tigers because it had a hole in the floor. The USDA also cited Ringling for failure to provide minimum space for the dogs and failure to identify dogs and cats with USDA tags.

November 9, 1999: The USDA cited Ringling (for the second time) for tiger cages in need of repair. The inspector noted an elephant with chronic arthritis* was continuously housed on concrete instead of a more comfortable surface such as rubber for large hooved animals. A female Asian elephant named Teetchie with a history of thin body condition and who tested positive for tuberculosis on September 11, 1999, was euthanized on October 28, 1999.

August 23, 1999: According to an inspection conducted by South Bay Animal Control Services, seven Ringling elephants were found to have multiple lacerations. A zoo veterinarian who reviewed photographs of these and other injuries concluded, "The majority of the wounds documented in these photographs are fresh, actively draining puncture wounds caused by an ankus or hook."

May 27, 1999: The USDA cited Ringling for tiger cages in need of repair and locking mechanisms, as well as for failure to dispose of medications that had expired as far back as February 1996.

May 11, 1999: In a letter to Ringling Bros., USDA Deputy Administrator Ron DeHaven wrote, "We have completed our review of the lesions observed on two juvenile elephants, Doc and Angelica, during the inspection of the Center for Elephant Conservation in Polk City, Fla., on February 9, 1999. ... [W]e find that the handling of these two elephants was not in compliance with the Animal Welfare Act regulations. ... We believe there is sufficient evidence to confirm the handling of these animals caused unnecessary trauma, behavioral stress, physical harm, and discomfort to these two elephants."

February 9, 1999: A USDA report indicated wounds on the baby elephants' legs from separating them from their mothers. The report stated, "[T]here were large visible lesions on the rear legs of both Doc and Angelica (baby elephants). When questioned as to the cause of these lesions, it was stated by Mr. Jim Williams and Mr. Gary Jacobson that 'these scars were caused by rope burns, resulting from the separation process from the mothers on January 6, 1999.' Angelica's lesion appeared as a pink linear scar, approximately 6" long and 1" wide on the right rear leg. The left rear leg also had a scar directly below the cloth leg tie. Both lesions appeared to have been treated with an iodine-based ointment. Angelica also had two linear healing scars on the back of the right hind leg. Doc had a pink scar on the right rear mid-leg area." (Both baby elephants were just under 2 years old when taken from their mothers. In the wild, female elephants remain with their mothers their entire lives and males for up to 15 years.) Tuberculosis tests for one elephant were not available for review. No treatment was instituted for another elephant with positive tuberculosis status.

December 9, 1998: A USDA inspector noted on an inspection report that an elephant with confirmed tuberculosis was euthanized. The inspector also noted that three elephants did not have adequate shade and that an elephant named Congo had intermittent lameness and what appeared to be hyperkeratosis (a skin condition).

October 7, 1998: A USDA inspection of Ringling's elephants found three with lameness and one with lacerations on her forehead.

October 1, 1998: The USDA cited Ringling for having a damaged transport enclosure for the hippopotamus.

September 11, 1998: A USDA inspector noted on an inspection report that three elephants (32-year-old Lechamee, 28-year-old Sofie, and 42-year-old Mini) had suffered from arthritis* for at least 12 years.

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August 28, 1998: Ringling was charged by the USDA with AWA violations for the death of Kenny, a baby Asian elephant forced to perform in Jacksonville, Florida, despite his being sick. The USDA charged the circus with failure to provide veterinary care to Kenny, and Ringling paid \$20,000 to settle the case out of court.

June 9, 1998: Ringling was cited by the USDA for failure to provide records of veterinary care for an elephant named Seetna who was euthanized due to prolonged dystocia (difficult labor).

March 26, 1998: The USDA issued Ringling a "strong letter of warning" for the killing of Arnie, a Bengal tiger. An angry trainer shot Arnie five times with a 12-gauge shotgun while he was locked in his cage.

September 5, 1997: The USDA cited Ringling (for the second time) for improper food storage. The inspector noted that a complaint about a lame elephant could not be verified because "the circus could not allow the elephants to move freely."

July 24, 1997: The USDA cited Ringling for unsanitary food storage.

February 3, 1997: The circus was cited for failure to correct a previously identified violation of unsanitary food storage.

January 21, 1997: The USDA cited Ringling for inadequate storage of animals' food.

December 20, 1996: The USDA cited Ringling for not providing environmental enrichment for primates. The USDA inspector stated, "There is no enhancement plan developed. The primates show signs of stereotypic behaviors (rocking, weaving, shaking, and cage-bar chewing and licking). All primates are housed singly. Cages have no enrichment." Ringling was also cited for not providing adequate space for a baboon. Additionally, the inspector cited Ringling for not providing adequate shelter for a hippo. He stated, "The length of the hippo is greater than the width of the hippo pool."

August 14, 1996: The USDA cited Ringling for not giving the elephants tetanus vaccinations, deworming, or fecal exams.

December 7, 1995: The USDA cited Ringling for failure to maintain tiger cages, failure to provide records of disposition for 10 elephants no longer on the premises, and improper food storage.

December 5, 1995: The USDA cited Ringling for failure to allow access to its property for an animal welfare inspection.

September 20, 1995: The USDA cited Ringling for not having a program of veterinary care. There was also no record of tetanus vaccinations.

June 8, 1995: The USDA cited Ringling for improper food storage.

February 14, 1995: The USDA cited Ringling for failure to have an exercise program for the animals, as well as for animal enclosures that were in need of repair.

November 10, 1994: The USDA observed that Ringling was storing animal food in an unsanitary manner.

October 18, 1994: During a routine USDA inspection, an elephant was being beaten by a Ringling trainer. The USDA inspector stated, "Upon entering facility, I heard yelling and the sound of someone hitting something. I observed an elephant trainer hitting an elephant with the wooden end of the handling tool to get it up." A USDA inspector cited Ringling for failure to handle animals in such a way that there is minimal risk of harm to the animal and the public. Additionally, the inspector wrote, "Animals shall not be housed near animals that interfere with their health or cause them discomfort."

January 21, 1994: A USDA inspector cited Ringling for electrical wires hanging loose inside a lion's cage, causing the potential for injury or death.

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December 29, 1993: The USDA cited Ringling for failure to provide minimum space for dogs and for inadequate lighting in the dog enclosure. The boxes were too small "for most dogs to stand, sit, lie, and turn about freely." Ringling was cited for failure to correct previously identified violations of not providing minimum space for bears, including one bear with rub marks; failure to repair the lion cages; and improper food storage.

December 14, 1993: The USDA cited Ringling for failure to provide bears with the minimum space required by the federal AWA. Ringling also failed to provide a program for exercise.

ANIMAL CARE

February 8, 2011: Ringling's parent company, Feld Entertainment, released a press statement announcing that a two-year-old elephant named Barack has been taken off the road after veterinarians noticed early symptoms of the deadly endotheliotropic herpesvirus and Barack tested positive for the virus. This is the second time the virus has been found in Barack's blood; he recovered from an initial diagnosis last year (see "Animal Care," February 3, 2010). One of the leading threats to young, captive elephants, this virus is strongly associated with stress and "usually has a fatal outcome within a week of the onset of symptoms."

February 3, 2010: PETA confirmed that a baby elephant named Barack was taken off the road because he had become infected with the deadly endotheliotropic herpesvirus. Stress is believed to be a factor in developing the elephant herpes virus infection. Barack was not even 1 year old when Ringling transported him from the Polk City, Florida, training center to the Florida State Fairgrounds in Tampa in December. On January 26, the circus announced that Barack was being taken off the road after appearing in circus shows in Orlando and Jacksonville.

July 22, 2009: PETA released the findings of its months-long undercover investigation into Ringling and documented dozens of incidents in which numerous Ringling employees, including an animal superintendent and a head elephant trainer, hit elephants on the head, trunk, and ears with bullhooks, and a tiger trainer whipped tigers. PETA filed complaints with the USDA, the U.S. Fish and Wildlife Service, with law enforcement agencies in Connecticut, New Jersey, New York, Rhode Island, Pennsylvania, Alabama, and Virginia. Footage from the investigation is available at RinglingBeatsAnimals.com and shows trainers hitting elephants backstage just before the elephants were forced to perform for the audience and whipping tigers during practice sessions.

March 18, 2009: Evidence was presented during a federal lawsuit alleging that Ringling's routine abuse of Asian elephants violates the Endangered Species Act. The evidence revealed that elephants are chained for an average of more than 26 hours at a time, sometimes as long as 60 to 100 hours straight; that the CEO of Feld Entertainment, which owns Ringling, witnessed handlers hitting elephants with bullhooks; that Ringling's own animal behaviorist saw an elephant who had been struck with a bullhook dripping blood on the arena floor during a show; that in an e-mail, a Ringling veterinary assistant reported, "After this morning's baths, at least 4 of the elephants came in with multiple abrasions and lacerations from the [bull]hooks. ... The [lacerations] were very visible [A handler] applied ... wonder dust just before the show"; and that another internal report documented that Troy Metzler, a longtime Ringling elephant trainer, struck Angelica, a female Asian elephant, three to five times while she was held in stocks before unloading her and then shocking her with an electric prod.

November 11, 2008: PETA contacted Feld Entertainment, which owns Ringling Bros. and Barnum & Bailey Circus, and urged the company to stop leasing its tiger act from trainer Lance Ramos, aka Lancelot Kollmann, after the USDA confiscated an emaciated 21-year-old elephant from the trainer. The elephant, who was approximately 1 ton underweight, was so badly undernourished that his ribs, spine, and shoulder blades were protruding.

May 21, 2008: The Associated Press reported on records presented by several animal welfare groups pertaining to a federal lawsuit that was filed in 2000: "In federal court papers filed in Washington, the groups said Ringling Bros.' own train records show the Asian elephants are chained in boxcars for an average of more than 26 straight hours, and often 60 to 70 hours at a time, when the circus travels. In some cases, the elephants have been chained on trains for 90 to 100 hours."

November 3, 2006: Former Ringling employees Bob Tom and Archele Hundley provided PETA with signed statements that described routine abuse of animals. Among their allegations: an elephant was left covered with blood after a violent beating that lasted for 30 minutes, a horse was whipped with the metal snap on a lead for 10 minutes and was later found to have a broken tooth, a miniature horse was knocked senseless after he was repeatedly slugged in the face with such force that the sound of the handler's fist hitting the horse's face could be heard 20 feet away, and the elephants were forced to stand in mountains of foul-smelling feces and urine during transport.

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April 12, 2006: PETA supplied the USDA with videotape showing elephant trainer Troy Metzler abusively hooking elephants, elephants kept on the road in spite of crippling arthritis,* and elephants who were suffering from painful pressure wounds. Two elephant experts confirmed that Metzler's acts of hooking are clear abuse and that Ringling's lame elephants should not be traveling or performing.

March 2, 2006: Professional dancer Jodey Eliseo, who toured with Ringling Bros. for two years in the 1980s, wrote to a Chicago alderman in support of pending legislation that would ban bullhooks. Eliseo wrote that she saw an elephant forced to perform with a huge infected boil that covered half her leg; Ringling handlers who beat an elephant for stumbling during a performance; teenage elephant Sophie covered with bullhook wounds from constant beatings; and a baby elephant who was severely beaten as punishment for running amok and smashing through a wall at a civic center.

November 16, 2005: According to the *East Valley Tribune*, "Reba and Sheena came [to Phoenix Zoo] from Ringling Brothers Barnum and Bailey Center for Elephant Conservation after years of circus performing, zoo officials said. Negative reinforcement, such as hits and pokes, along with years of doing unnatural tricks, caused the elephants to become aggressive and dangerous. ... Reba [who once killed a circus trainer] pulled on her own nipples and Sheena was angry and withdrawn. All were threatening to zookeepers and dangerous to one another. ... 'When you think about these animals, they had traumatic lives,' [said Geoff Hall, Phoenix Zoo vice president of living collections]."

September 6, 2005: During an examination, the USDA confirmed that a 3-year-old elephant named Gunther, who toured with Ringling's Home Edition (Gold Unit) had suffered from lameness.

August 25, 2004: According to the *Oakland Tribune*, Oakland Zoo elephant manager Colleen Kinzley described a video showing a Ringling handler hitting and jabbing an elephant as clear abuse. Kinzley also commented on video showing a chained elephant swaying neurotically, saying, "For such a young animal to be exhibiting that amount of abnormal behavior is just tragic."

July 31, 2004: According to an affidavit by former Ringling employee Frank Hagan, Ringling's elephant trainer Troy Metzler, nicknamed "Captain Hook" by circus staff, was frequently observed abusively hooking elephants, including babies, with a metal-spiked bullhook.

December 5, 2003: An elephant named Shirley, who was bred by Ringling when she was only 7 years old, gave birth to an undersized calf. Elephants in the wild begin mating at age 18. Studies show that captive elephants who breed before age 12 have shorter lifespans.

December 12, 2003: Ringling's parent company, Feld Entertainment, has refused repeated requests, including one from celebrity Pink, to send its elephant Gildah to a sanctuary. Gildah was captured in the wild and used in Siegfried & Roy's casino act. Gildah lived a lonely life in solitary confinement at the Mirage Hotel & Casino in Las Vegas until her death in 2005.

October 6, 2002: Veterinarian Gretchen Steininger, hired by Ringling to provide medical care and defend its use of animals, as reported in the *Macomb Daily*, while the circus was in Michigan, was fined \$500 and reprimanded for negligence and incompetence by the Michigan Department of Consumer & Industry Services on June 22, 2002.

May 6, 2001: Ringling subjected a tiger in advanced stages of pregnancy to stressful conditions associated with transport. Four tiger cubs were born on the road while the circus was performing in Columbus, Ohio.

April 8, 2001: According to *The New York Times*, a Ringling spokesperson admitted that a trainer who had been videotaped tormenting elephants was still on elephant duty.

2001: Ringling's red unit is leasing five elephants, including its star attraction, a male elephant named Bo, from the George Carden Circus. On May 1, 2001, the Canadian Broadcasting Corp. reported that two George Carden Circus employees had pleaded guilty to cruelty to animal charges in provincial court in St. John's, Newfoundland, and that each had been fined \$200. The charges were brought after investigators found bears kept in filthy, undersized cages for 23 hours a day. The judge stated that he wished the legislation were stronger so that he could penalize the defendants more and suggested that people stay away from the circus.

June 13, 2000: According to congressional testimony provided by former Ringling Bros. barn man Tom Rider, "[Elephants] live in confinement, and they are beaten all the time when they don't perform properly. ... When I became

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disturbed about the treatment of the elephants, the continual beatings, including the baby Benjamin, I was told, 'That's discipline.'"

May 22, 2000: A horse found suffering from life-threatening colic as the Ringling train was traveling through Pennsylvania had to wait three hours for treatment while employees searched for a large-animal veterinarian.

April 17, 2000: In comments submitted to the USDA, Ringling opposes language in the agency's "Draft Policy on Training and Handling of Potentially Dangerous Animals" that reads, "Hot shots, shocking collars, or shocking belts should not be used for training or to handle the animals during exhibition, and any such use will be closely scrutinized. An ankus may not be used in an abusive manner that causes wounds or other injuries."

1992: Ringling disposed of five tigers who were of no use to the circus by giving them to New Jersey resident Joan Byron-Marasek, who owns a poorly maintained private menagerie. One of the Ringling tigers killed four other tigers at the facility. Byron-Marasek has been charged by the USDA with failing to provide adequate veterinary care and maintain programs of disease control and prevention for her tigers, and she was charged by state officials with overcrowded conditions.

DANGER

February 19, 2010: According to The Associated Press, Lima, a zebra traveling with Ringling in Atlanta, "broke away from his trainers and bumped up against a fence, then wriggled through an opening." The animal then "galloped along a busy section of interstate." Lima led police and trainers on a 40-minute chase through downtown before being captured. A man who was startled by the fleeing zebra told *The Atlanta Journal-Constitution*, "All of a sudden a freaking zebra comes running down the street like a car." He continued, "Five or six police cars were in hot pursuit. And a bunch of officers on foot." The zebra was later euthanized as a result of injuries he sustained.

February 7, 2010: According to *The State*, "A startled elephant took a wrong turn backstage and broke through the main prop door leading into the Colonial Life Arena during the afternoon pre-show for the Ringling Bros. and Barnum & Bailey Circus About 100 spectators on the floor watching the pre-show saw the elephant break through the door toward them and rumble around the performance area, just a few feet away." The pre-show ended early as a result of the incident.

March 22, 2008: According to The Associated Press, three zebras, Mali, Giza, and Lima, escaped from the 1st Mariner Arena located in downtown Baltimore, Maryland, and dashed into traffic. The same three zebras had escaped in June 2007 during the circus's Colorado visit.

January 15, 2008: The *Miami New Times* reported that Ringling Bros. issued a statement claiming that Ringling elephant trainer Joe Frisco Jr. "received minor injuries after falling while walking with a juvenile elephant in the elephant barn in Miami." PETA had received a whistleblower report alleging that Frisco was actually attacked by an elephant named P.T. and sustained injuries severe enough to send him to the hospital. During trial testimony on March 9, 2009, Ringling trainer Gary Jacobson confirmed that Joe Frisco Jr. was knocked down by P.T. Frisco is the brother of elephant trainer Tim Frisco, who was caught on tape viciously beating elephants with bullhooks and shocking them with electric prods for the Carson & Barnes Circus.

June 16, 2007: According to The Associated Press, four zebras and three horses who were being walked into an arena for practice became spooked. The animals reportedly ran loose along a road near a busy interstate for 30 minutes while Ringling was performing in Colorado Springs, Colorado.

April 13, 2005: Elephant handler David Mannes was airlifted to a medical center to treat a fractured pelvis and soft tissue wound to his arm after being knocked down and kicked by an elephant named Tova while feeding the elephants at Ringling's breeding compound in Polk City, Florida.

June 13, 2000: Congressional testimony by Tom Rider, a former Ringling employee, identifies Ringling's elephant Karen as a killer: "Although she was the most dangerous elephant in the group, she is the one they used in the three-ring adventure where the public is allowed to stand around the elephant with no safety net or other protection around her. Karen had a habit of knocking anyone who came into range, slamming them into the ground, yet they allowed her to have contact with the audience."

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September 1999: Two frightened zebras who were tethered together escaped twice from their handler and ran toward a main street while being transferred from the arena between performances in San Jose, California.

November 1998: Three tigers escaped from their cage in a Chicago parking lot. A Ringling handler was hospitalized in serious condition with bite wounds over much of his body when he was attacked by one of the tigers.

September 30, 1995: A Ringling lion bit off the index finger of a 31-year-old woman attending the circus.

May 6, 1993: A Ringling elephant killed her trainer in Gainesville, Florida. The elephant knocked down the 51-year-old trainer and stepped on his chest.

IMPEDING INVESTIGATIONS

August 24, 2004: The Associated Press reported that Ringling's parent company, Feld Entertainment, refused two recent subpoenas from the USDA, requiring Feld to provide a video of the October 3, 2003, tiger attack of Roy Horn to aid in the agency's investigation.

July 13, 2004: According to an affidavit by former Ringling lion handler Frank Hagan, employees who had knowledge of how a lion named Clyde died after traveling through the intense heat of the Mojave Desert in a poorly ventilated boxcar were instructed not to speak to USDA inspectors who were investigating the death. Ringling quickly had misters installed in the lions' boxcar before USDA officials arrived.

March 26, 2001: An internal USDA memo stated, "This is a request to subpoena to compel testimony and provide documentation ... under the AWA. ... I have been involved in an investigation into allegations of elephant abuse and exhibiting elephants infected with TB by Ringling Brothers Circus. ... The investigation has been very frustrating in that Feld Entertainment has not been cooperative with allowing the USDA to review medical records on the elephants, and the key witnesses will not cooperate due to court settlements with Feld Entertainment that prevent them from discussing any circus issues with anyone."

August 23, 1999: According to an incident report from the Humane Society of Santa Clara Valley, Ringling veterinarian Bill Lindsay and two other circus employees surrounded a humane investigator in a threatening manner and angrily confronted the investigator in an attempt to impede an investigation into bloody lacerations found on numerous elephants.

August 6, 1999: The USDA was forced to subpoena a necropsy report from Texas A&M University's veterinary laboratory for Benjamin, a 4-year-old elephant who drowned, after Ringling ignored AWA requirements and two investigators' July 28 requests for the documents.

February 25, 1999: According to internal USDA memos written by inspectors, detailing injuries found on two baby elephants during a February 9, 1999, inspection, "[Ringling veterinarian] Dr. Lindsay was very upset and asked repeatedly why we could not be more collegial and call him before we came. I explained to him that all our inspections are unannounced. ... All Ringling personnel were very reluctant to let us take pictures [of the calves' rope lesions]."

Ringling personnel were described as "badgering," "disgusted," "antagonistic," and "defensive" toward the inspectors.

ELEPHANT TUBERCULOSIS

December 17, 2010: An e-mail to a Tennessee Wildlife Resource Agency officer from Dr. Dennis Schmitt, Ringling's chair of veterinary care and director of research and conservation, revealed that an elephant named Karen, who was on the road with the circus, had tested positive for tuberculosis. According to the U.S. Animal Health Association, Karen is considered to be infected with the deadly disease, and she was subsequently denied entry into the state of Tennessee.

April 16, 2007: A Florida Fish and Wildlife Conservation Commission captive wildlife inspection report noted that Ringling's breeding compound in Polk City, which housed 30 elephants, was still under a tuberculosis watch.

January 18, 2007: According to documents obtained from the Florida Department of Agriculture and Consumer Services, Ringling veterinarian Dr. Ellen Wiedner called an official with the Florida Bureau of Animal Disease Control in an attempt to persuade the agency not to issue a state quarantine in order to avoid negative publicity after laboratory

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tests confirmed the growth of tuberculosis on a lung sample from a deceased elephant who had been housed at Ringling's Williston, Florida, facility.

September 5, 2006: Two elephants at Ringling's Polk City, Florida, breeding facility tested positive for *Mycobacterium tuberculosis*, the human strain of tuberculosis that can pass from elephant to human, and three female elephants were pulled out of the traveling units because they had been exposed to at least one of the infected elephants.

September 22, 2005: A Florida Fish and Wildlife Conservation Commission captive wildlife inspection report noted that four out of eight elephants (Siam, India, Tilly, and Prince) housed at Ringling's Williston facility tested positive for tuberculosis in 2001.

September 7, 2005: The USDA cited Ringling for failure to dispose of expired and undated tuberculosis drugs. The inspector also indicated that Ringling transported an elephant named Siam from the Williston facility to the breeding compound. Ringling's tuberculosis-infected elephants are kept at Williston. Siam tested positive for tuberculosis in 1999 (see April 16, 2001).

October 9, 2004: A 44-year-old Asian elephant named Roma was euthanized because of osteoarthritis.* A necropsy revealed that Roma had tuberculosis.

November 7, 2002: The USDA cited Ringling for failure to have four elephants tested for tuberculosis. The inspector wrote, "[Tuberculosis] is a disease that is dangerous to both man and animals. Animals must be tested in a timely manner for their protection as well as for their handlers."

August 30, 2001: According to an article on Salon.com titled, "The Greatest Vendetta on Earth," a 163-page sworn deposition given by Joel Kaplan, a private eye who had performed security and wire-tapping services for a Feld Entertainment subsidiary for 20 years, stated, "[Ringling] had some real problems with the elephants. ... I was told [by the circus veterinarian] ... that about half of the elephants in each of the shows had tuberculosis and that the tuberculosis was an easily transmitted disease to individuals, to human beings. ... I was asked by Chuck [Smith], through Kenneth [Feld], to find a physician who would test the people [in] the circus to see if they had tuberculosis but who would destroy the records and not turn them [in to] the Centers for Disease Control [and Prevention]."

April 16, 2001: An affidavit from a veterinarian at the National Veterinary Services Laboratories stated that Ringling elephants Teetchie, Vance, Sabu, Mala, Dolly, Calcutta 2, and Siam tested positive for tuberculosis.

September 6, 2000: The USDA cited Ringling for failing to provide veterinary care to an elephant named Tillie who has been diagnosed with tuberculosis. Tillie, who is owned by Patricia Zerbini, is under the care of Ringling's Williston facility and commingled with other elephants, which puts them at risk for infection or reinfection.

October 28, 1998: A 52-year-old Asian elephant named Teetchie was euthanized due to multiple joints affected by osteoarthritis* and an *M. tuberculosis* infection of the lung.

September 16, 1999: Ringling's Williston, Fla., facility was quarantined by the Florida Department of Agriculture and Consumer Services because of elephants' having tuberculosis.

February 9, 1999: A USDA report indicated that tuberculosis tests for one elephant were not available for review and no treatment was instituted for another elephant with positive tuberculosis status.

DECLINING POPULARITY

January 17, 2011: *The Times-Tribune* of Corbin, Kentucky, reported that Ringling canceled one of its performances in the town because of low ticket sales.

January 12, 2009: Florida's Blood Centers pledged to stop offering free Ringling tickets to blood donors after its executives spoke with PETA.

January 8, 2009: D'Agostino, a New York grocery-store chain, ended its promotional partnership with Ringling after PETA contacted the company. The stores were distributing coupons for discounted Ringling tickets.

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November 17, 2008: Michigan-based home-repair company Hanson's Windows agreed to end its Ringling ticket giveaway after hearing from PETA.

July 29, 2008: Fitwize4Kids, a national healthy-lifestyle center for children, stopped participating in Ringling's Circus Fit program after PETA informed it of problems with Ringling's animal care.

March 15, 2008: The president of Harris Teeter, a Southeastern supermarket chain, confirmed in an e-mail to PETA that "[g]oing forward we will not be supporting Circus promotions [and] we already have turned one sponsorship down." The food giant had been promoting Ringling in some of its 200 stores.

August 1, 2008: In a report about the circus' Anaheim, Calif., performance, the *Highland Community News* wrote, "Surprisingly, the amazing acts with ... elephants and Bengal tigers did not receive as large a response from the audience as the seven motorcycle riders zooming around at the same time inside the 'Globe of Steel.'"

January 22, 2008: Lukoil Americas agreed not to hold any more promotional events with Ringling and vowed not to partner with or sponsor the circus at any of its more than 2,000 gas stations.

January 7, 2008: Denny's confirmed that it had ended its partnership with Ringling in December 2007, less than six months after announcing the joint promotions. The move came after months of PETA protests and consumer complaints.

December 8, 2006: Lucky Brand Jeans pulled T-shirts emblazoned with the Ringling Bros. logo off store shelves and the company's Web site after learning from PETA of the animal abuse associated with the circus and to ensure a pleasant shopping experience for compassionate consumers.

November 2, 2006: According to a news report on WJLA TV, the D.C. Armory, which had hosted Ringling in Washington, D.C., for 33 years, announced that the circus would no longer be performing at the venue. The report indicated that the Sports and Entertainment Commission, which operates the Armory, announced that it had been losing money on the show.

April 15, 2005: The *Philadelphia Daily News* reported, "The circus elephants are coming to town next week, bringing an outmoded and problematic form of entertainment to all Philadelphians. Here's hoping that this is the last year such an antiquated spectacle is welcomed within our city limits."

March 29, 2005: *The New York Times* reported, "They are still the ones cracking whips as Bengal tigers (beautiful but a little fat) walk in circles, occasionally roar and run in and out of cages that look too small for them. Their trainer, Taba, did not seem worthy of them. But our consciousness has changed. We worry about how the animals are trained and treated."

February 14, 2005: The *Star-Telegram* reported, "[I]n less than two decades, the Canadian entertainment phenomenon [animal-free Cirque du Soleil] has reached levels of revenues that it took Ringling Bros. and Barnum & Bailey more than 100 years to attain."

November 20, 2004: The *Hamilton Spectator* (Ontario, Canada) reported, "[Production manager Brian Newman] said the circus has lost some of its appeal, which may account for fair ticket sales at each of this weekend's five shows at Copps Coliseum. Organizers say none of the shows at the modified 4,000-seat venue are sold out. ... [B]ehind the scenes, allegations of animal cruelty involving its elephants [has] plagued Ringling Bros. ... A *Spectator* reporter's request to view the elephants was declined."

November 5, 2004: The Chicago-area *Daily Herald* reported, "Less entralling, at least to those of us who go to the circus every year, are those acts that seem to appear in every edition of the circus: the high-wire acts, the marching elephants, the motorcyclists that zoom around the inside of a metal sphere. ... Rating: 1/2 out of four stars."

March 5, 2004: MasterCard International dropped its controversial sponsorship of Ringling Bros. and Barnum & Bailey Circus. MasterCard joins Visa and Sears, Roebuck and Co. to become the third national sponsor to end its Ringling promotions amid a flood of complaints.

October 26, 2003: *The Capital-Journal* reported, "[T]he Ringling Bros. and Barnum & Bailey Circus, which hadn't been to Topeka in 12 years, had 'dismal numbers.'"

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March 26, 2002: The *New York Daily News* reported, "I went to see the Ringling Bros. and Barnum & Bailey Circus at Madison Square Garden. ... The Garden was half full. ... The tigers moved with the half-speed of a Municipal Building bureaucrat and were more stoned than the burns you had to step over in Penn Station on the way into the Garden. ... [M]y little guy's favorite attraction was the giant industrial dung vacuum."

August 17, 2001: According to *The Wichita Eagle*, Ringling failed to secure a date at the Kansas Coliseum because of concerns about its declining circus attendance.

November 3, 2000: The *Chicago Sun-Times* reported, "Founded in 1871, the 'greatest show on earth' has steep competition these days from artier circuses, such as Cirque du Soleil, that rely more on theatrics than on lions and tigers and bears, oh my. This may explain why the east and west wings of the venue were empty."

September 19, 2000: *The Seattle Times* reported, "More than anything, I noticed how many seats were empty, how The Greatest Show on Earth was more of a no-show here in Seattle than anything else."

May 21, 2000: The *Dayton Daily News* reported, "But the most amazing thing of all wasn't even what was going on in the three rings [at Ringling Bros. and Barnum & Bailey Circus]. It was to be seen elsewhere in the arena, up in the seats. In all the empty seats. ... [T]he show we attended was nowhere close to sold out. In fact, the place was nearly empty."

November 19, 1999: The *Chicago Tribune* reported, "Last Thursday's performance of Ringling Bros. and Barnum & Bailey Circus at the 16,000-seat Allstate Arena was so small that two of the three rings were playing to rafts of empty seats. Attendees at several other first-week performances reported similarly small houses."

November 8, 1999: The *Chicago Sun-Times* reported, "As master of ceremonies, baby-faced Johnathan Lee Iverson was a congenial [Ringling Bros. and Barnum & Bailey Circus] ringmaster who didn't let on if the half-empty venue affected him."

September 17, 1999: *The Indianapolis News* reported, "Attendance continues to dwindle when Ringling Bros. and Barnum & Bailey Circus comes to town."

CRIMINAL ACTIVITY

April 19, 2005: According to the *Centre Daily*, Ringling animal trainer Sacha Houcke was charged with simple assault in University Park, Pennsylvania, after "two employees of the Bryce Jordan Center called police and reported witnessing Houcke choke his daughter, push her to the ground and punch her in the face while they were working with the circus horses." On May 26, 2005, Houcke entered a guilty plea to harassment and disorderly conduct citations and paid a \$300 fine.

March 6, 2005: According to the *Cincinnati Enquirer*, Ringling animal handler Bryan Phipps was arrested for a 2001 aggravated bank robbery while the circus was performing in Cincinnati, Ohio. Phipps, who was hired by the circus in December 2001, spent six years in Ohio prisons in the 1990s after being convicted of drug trafficking, carrying a concealed weapon, aggravated robbery, and kidnapping. Police officials stated that several other agencies had warrants for his arrest, including a felony drug possession charge.

May 24, 2004: Thomas Allen Riccio, a Ringling circus clown performing under the name "Spanky," was arrested in Fayetteville, N.C., and charged with 10 counts of third-degree sexual exploitation of a minor. Authorities allegedly found 2,000 pictures on Riccio's computer, which was kept in his room on the circus train, of child pornography that depicted girls as young as 5 years old engaged in sexual activity with adults.

May 2, 2003: According to a report on CBS program *60 Minutes*, suburban soccer mom and freelance journalist Jan Potker filed a lawsuit against Ringling for fraud and conspiracy. Potker charged that Ringling spent an estimated \$3 million over an eight-year period in an attempt to sabotage her writing career after she wrote an unflattering article about the circus.

September 26, 2002: According to *The Salt Lake Tribune*, a Ringling acrobat was arrested and jailed in Idaho on charges of sexual battery against a 16-year-old girl. The acrobat allegedly dragged the victim back into his sleeping

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quarters, slammed the door, and assaulted her. The U.S. Immigration and Naturalization Service also ordered the acrobat to be held.

November 10, 2000: A Ringling employee was arrested in Rosemont, Illinois, after police identified him from a fingerprint left behind when he allegedly mugged an Ohio woman at knifepoint a month earlier. The circus worker, who had been convicted of aggravated burglary and drug abuse in 1989, was suspected of committing a string of recent armed muggings.

November 21, 1998: The *Calgary Herald* reported that the goat Ringling featured in 1980 as a "unicorn" was purchased from serial killer Leonard Thomas Lake. Lake abducted, tortured, raped, and murdered women before committing suicide when he was finally arrested in 1985. The "unicorn" was actually a mutilated goat whose horns had been manipulated to grow in the center of the animal's forehead.

March 17, 1998: The *Mountain Xpress* reported that a Ringling employee, who was on parole after serving seven years on a New York murder conviction, was arrested in connection with two break-ins and liquor theft at an Asheville, North Carolina, liquor store.

April 13, 1997: A Ringling employee was arrested in Worcester, Massachusetts, on a fugitive-from-justice warrant, which listed a charge of counterfeiting.

November 19, 1994: Ringling's vice president of animal care Gunther Gebel-Williams, was arrested in St. Louis and charged with disturbing the peace. Gebel-Williams had screamed at a police officer and threatened the officer with the whip that he uses on his tigers because officers were giving traffic tickets to circus customers.

October 19, 1994: A Ringling employee in Boston, Massachusetts, was arrested and charged with assault and battery with a dangerous weapon when he stabbed a horse trainer in the stomach with a penknife. A fight had broken out when the employee had tried to get the horses to kick the trainer.

April 19, 1994: A railroad official testified that a circus-train brake operator who helped conduct a safety inspection just before a deadly Ringling train derailment had failed a drug test after the wreck. A clown and an elephant trainer were killed in the crash.

January 17, 1994: Two Ringling performers were arrested in Post Orange, Florida, and charged with disorderly intoxication. One of the men was also charged with resisting arrest with violence after he swung at the arresting officer and tried to push the patrol car into the officer.

*Captivity-induced foot problems and arthritis are the leading reasons for the euthanasia of captive elephants.

Incidents Involving Liebel Family Circus

USDA License #58-C-0288, P.O. Box 3230, Davenport, FL 33836

Liebel Family Circus (aka Florida State Family Circus, Great American Family Circus, Liebling Bros. Circus, or Liebling Bros. Family Circus), operated by Hugo Tomi Liebel (aka Tommy Liebel, Hugh Blum, or Hugo Bloom), has repeatedly failed to meet minimal federal standards for the care of animals used in exhibition as established in the Animal Welfare Act (AWA). The U.S. Department of Agriculture (USDA) has cited Liebel numerous times for failure to give veterinary care to an African elephant named Nosey (aka Tiny or Peanut); failure to provide animals in its care with wholesome and uncontaminated food, shelter from the elements, and adequate space; failure to provide primates with environmental enrichment; and failure to maintain structurally sound enclosures. The USDA has also cited Liebel for allowing animal enclosures to become filthy, mishandling animals, and withholding food for training purposes. The USDA has also fined Liebel for violations of the AWA and filed formal charges against the circus for repeated violations of the AWA, including failing to address concerns regarding Nosey's visibly poor skin condition for more than four years. In addition, Liebel was forced to cancel engagements in two cities because it failed to comply with city codes that require a criminal background check on

all circus employees. Contact PETA for documentation.

February 9, 2012: After learning from PETA that Liebel had been charged with numerous and serious violations of federal law, Washington and Lee University canceled the appearance of Nosey, an ailing elephant forced to perform for the circus, at the school's mock political convention.

February 2012: After learning from PETA that Liebel—which was scheduled to appear in February at Arkansas National Guard armories in four cities—had been charged with numerous and serious violations of federal law, all the circus's appearances were canceled.

December 13, 2011: The USDA cited Liebel for failure to maintain the perimeter fence of an elephant enclosure, which was under construction and not continuous, leaving the area open for unauthorized people or animals to gain access to the elephant.

December 9, 2011: The USDA filed 33 formal charges against Liebel for repeated violations of the AWA. Liebel was advised of concerns regarding Nosey's skin care as early as April 17, 2007, yet these concerns had not been addressed to date. The violations charged in the complaint include the following: a sharp metal edge in Nosey's enclosure could injure her; a spider monkey had an 18-inch chain affixed to his collar when housed in his enclosure; two spider monkeys had access to twine in which they could become entangled; nails that could injure her were protruding into Nosey's enclosure; a spider monkey escaped and was not recovered for at least 10 days; Liebel repeatedly failed to treat Nosey's visibly poor skin condition; nails and

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metal rods were near Nosey in the elephant barn; inadequate perimeter fencing could endanger animals and the public; Nosey was tethered in such a manner than she could move only a few feet from side to side; Nosey was chained by two feet so tightly that she could not lie down on her side or make any forward or backward movement; the trailer used for transporting Nosey contained accumulations of equipment in close proximity to Nosey and had loose metal ceiling panels, exposed bolts, and flaking interior paint; a spider monkey was left unattended and tethered by a chain to a pony for one hour; the public was allowed to feed an agitated primate food that was inappropriate for his dietary needs, including popcorn and cotton candy; Nosey was tethered in a manner that forced her left foot in a forward position; two spider monkeys were not provided with environmental enrichment; Nosey was repeatedly left unattended and accessible to members of the public; the area outside the perimeter fencing for the spider monkeys had accumulated and discarded equipment and building materials; food was stored in a dirty trailer that had holes in the floor; there were open bags of feed and evidence of vermin; the area adjacent to the elephant enclosure was dirty and cluttered; a veterinarian was not consulted after Nosey was observed to have lost weight; the side bars in the spider monkeys' enclosure were rusted and had sharp edges; the attending veterinarian's instructions were not followed in regard to weighing Nosey; and Nosey's feet had overgrown soles with trapped manure and leaves.

February 23, 2011: The USDA cited Liebel for failure to correct a previously identified noncompliance of inadequate veterinary care of Nosey for her chronic skin issues (the inspector reported that Nosey's skin was "very hard and dry to the touch" and that the current treatment was ineffective), for inadequate foot care, and for a lack of a written plan for meeting her nutritional needs. The USDA also cited Liebel for failing to weigh Nosey, in direct violation of the circus's attending veterinarian's recommendation.

December 14, 2010: The USDA cited Liebel for failure to correct a previously identified noncompliance of giving inadequate veterinary care to Nosey, who had accumulations of "dead" and "dry, cracked" skin across her body. The inspector wrote that this "affect[s] the health and well-being of the elephant." Liebel was also cited for failure to store food in a manner that protects against contamination by vermin and failure to maintain the housing facilities for nonhuman primates in a manner that prevents escape or injury.

November 11, 2010: The USDA cited Liebel for failure to correct a previously identified noncompliance of inadequate veterinary care of Nosey, whose skin the inspector wrote had "been pointed out to [Liebel] for at least one year (since June 2009). ... The presence of excessive accumulations of dead skin does not provide for the comfort, health, and well-being of the elephant." Liebel was also cited for a direct noncompliance for failing to handle Nosey in a manner that ensured that there was

Incidents Involving Liebel Family Circus

minimal risk of harm to her and the public. In addition, the circus was cited for another repeat, dirent violation for failing to provide Nosey with wholesome food of proper nutritional quality.

February 28, 2010: The USDA cited Liebel for failure to provide Nosey with an adequate feeding program. The inspector wrote, "Nosey appears to have lost some weight since the last observation."

October 28, 2009: The USDA cited Liebel for failure to keep the area immediately outside the perimeter fencing for the spider monkeys free of accumulations of trash, junk, waste, and discarded matter. The USDA inspector commented that the debris could offer a "breeding or living area for rodents and other vermin which could pose a disease hazard to the spider monkeys." Liebel was also cited for inadequate food storage. The inspector stated, "There were open bags of feed used for the elephant on the floor of the trailer adjacent to a bag of feed that had been chewed open by vermin." In addition, Liebel was cited for failure to keep the premises clean and in good repair as well as for failure to have a safe and effective program for the control of rodents.

September 12, 2009: The USDA cited Liebel for failure to correct a previously identified noncompliance of inadequate veterinary care for Nosey. The inspector wrote that the current treatment being utilized was ineffective.

August 1, 2009: The USDA cited Liebel for failure to correct a previously identified noncompliance of inadequate veterinary care of Nosey, whose skin the inspector reported "continues to have thickened areas of dead skin." The Inspector also wrote, "The presence of excessive accumulations of dead skin does not provide for the comfort, health, and well-being of the elephant." Liebel received a repeat citation for handling a potentially dangerous animal in an unsafe manner that put the public's safety at risk.

July 14, 2009: The USDA cited Liebel for failure to correct a previously identified noncompliance of inadequate veterinary care of Nosey, whose skin, the inspector reported, "continues to be thickened with areas of dead skin especially on the head, legs, and sides."

June 2, 2009: The USDA cited Liebel for failure to correct a previously identified noncompliance of inadequate veterinary care of Nosey, whose skin, the inspector reported, was "extremely thickened with multiple layers of dead skin." According to the inspector, the owner stated that Nosey was given a bath three times a day, but the inspector wrote that "[t]he owner was not observed bathing her at any time during 2 days of observation." Liebel was also cited for failing to provide a sufficient safety barrier between the elephant and the public, handling potentially dangerous animals in an unsafe manner, leaving the elephant unattended or under the control of a child during public exhibition, leaving a spider monkey unattended while the animal was tethered to a pony for more than an hour, and

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leading the spider monkey into the audience by a leash so that the animal could take popcorn and cotton candy from children and other audience members. The inspector reported that some children did not want to feed the monkey, causing the animal to become agitated, and wrote, "The public could too easily be bitten or scratched during this monkey's eagerness to get the food." The USDA also cited Liebel for allowing the audience to feed the monkey food that was not provided by the licensee, allowing the monkey to eat a type of food that was not appropriate for the animal's diet, exposing the monkey and the public to zoonotic disease hazards, and failure to provide the two spider monkeys with environmental enrichment.

April 10, 2009: The USDA cited Liebel for failure to give sufficient space to Nosey, who was tethered by a chain around her left front and right rear ankles. The inspector wrote, "The chains are very taut with very little slack for movement. This animal's postural adjustments are limited due to the configuration of the chains and [she] is unable to lie down on her side. In the kneeling position, both chains were taut. This elephant could not make any movements forward or backward and is only restricted to movements only a few feet from side to side." Liebel was also cited for failure to maintain an animal transport vehicle, which had a loose metal ceiling panel; two exposed bolts; paint that was peeling, chipping, and flaking; and various pieces of equipment such as a shovel and wheelbarrow, all of which could potentially injure the animals.

March 17, 2009: The USDA cited Liebel for failure to correct a previously identified noncompliance of failure to maintain the elephant barn, which had protruding nails and metal rods that posed a risk of injury to the elephant. Liebel was also cited for failure to give adequate veterinary care to Nosey, whose skin was crusty and hard and who had dead layers of skin. The USDA also cited Liebel for allowing the March 13 escape of a spider monkey by failing to properly secure the tether to the collar as well as for failure to maintain the perimeter fence surrounding the elephant pen.

March 16, 2009: The state of Florida issued a \$180 citation to Liebel for the March 13, 2009, escape of a spider monkey. The escape was a misdemeanor violation of state wildlife regulations.

March 13, 2009: The Florida Fish and Wildlife Commission issued a warning to Liebel for giving elephant rides to the public despite the fact that the circus' state permit had expired.

March 13, 2009: A spider monkey named Reggie escaped during an appearance at the North Lake Flea Market in Fruitland Park, Florida, when the owner failed to latch a leash correctly. The monkey fled into nearby woods and was on the loose for more than five weeks before being recaptured.

May 22, 2008: The USDA cited Liebel for failure to construct and maintain primary enclosures to protect animals from injury. The inspector observed that two spider monkeys had access to

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strands of hay twine that were tied to the bars of the enclosure and that the monkeys could "easily pull it into the enclosure and get tangled up in it or hang themselves with it" and that two separate areas of the elephant barn had protruding nails.

November 10, 2007: The Florida Fish and Wildlife Conservation Commission issued a warning to Liebel for unsanitary conditions for monkeys and failure to provide monkeys with water.

August 6, 2007: The USDA cited Liebel for failure to handle animals properly when an adult spider monkey was observed wearing a collar with an approximately 18-inch chain that dragged and swung as the monkey moved around the enclosure. The inspector wrote, "The chain length is too long and could possibly get hung on something and choke the animal."

May 31, 2007: According to *The Journal-Standard*, Liebel was forced to cancel performances in Savanna, Illinois, because it had failed to comply with an ordinance requiring a criminal background check on all circus employees.

April 17, 2007: The USDA cited Liebel for failure to maintain enclosures in good repair. A dislodged metal wall was protruding into a travel enclosure for an elephant, exposing the animal to a risk of injury from a sharp edge. The inspector also noted that "[the] appearance of the skin of the elephant was of concern."

March 23, 2006: The USDA cited Liebel for failure to provide an accurate itinerary, which prevented an inspection from taking place.

November 3, 2005: The USDA cited Liebel for failure to correct a previously identified noncompliance of not having a perimeter fence in place for the elephant.

September 20, 2005: Liebel was issued a \$2,825 stipulation by the USDA for violations of the Animal Welfare Act, including failure to provide Nosey and a steer with adequate veterinary care; failure to provide the elephant, primates, and hoofed animals with adequate space; failure to provide a safety barrier to separate the public from the animals; failure to safely handle Nosey, resulting in injury to an employee (see July 4, 2004); failure to safely handle a spider monkey who was housed with a permanent metal link chain around his neck with about 9 inches of links hanging from it, posing a risk of entrapment, snagging, choking, or hanging; failure to provide transport enclosures that were structurally sound and sufficiently lit; and failure to erect a perimeter fence.

September 13, 2005: The USDA cited Liebel for failure to correct a previously identified noncompliance of not maintaining the cleanliness of the primate enclosure. The inspector wrote that the enclosure was "extremely soiled," the wall and hide box were "heavily soiled with urine and scent markings and dirt," the floor had a "buildup of green algae growing on the surface," and the rope swings were "extremely dirty and soiled."

Incidents Involving Liebel Family Circus

May 10, 2005: The USDA cited Liebel for failure to have a responsible person available so that an inspection could be performed.

November 23, 2004: The USDA cited Liebel for failure to correct numerous previously identified noncompliances, including failure to supply permanent housing for Nosey, who, at the time of the inspection, "[w]as housed in the yard, on leg chain restraints. She was chained [by her left front leg and left rear leg] so that she could not take a full stride. She swayed stereotypically from side to side." Liebel was also cited for failure to offer adequate lighting to two primates who were housed in a compartment at the front of a travel trailer that was so dark that the inspector could not properly see the animals as well as failure to provide a perimeter fence.

September 15, 2004: In an affidavit obtained by the USDA from a Liebel employee who was attacked by Nosey, the injured worker recounted the frequent use of electric prods on Nosey and detailed an incident in which the trainer "used the [bullhook] handle, turned off the lights in the performance ring and beat the elephant. He at the time directed others to take part in that by using other objects such as [a] sledge hammer and shovel handles. At that time the elephant was staked down by all four legs." He also stated in the affidavit that Nosey's attack on him "was not the first time the elephant had reached or struck out at people who worked at the circus."

September 15, 2004: The USDA cited Liebel for failure to correct numerous previously identified noncompliances, including failure to give adequate veterinary care to Nosey, whose skin was "rough, thickened, irregular, cracked, dry, and flaking," whose foot pads were "thickened and corrugated in appearance" and/or had some "loose flap development," and whose front toenails and cuticles showed "uneven growth patterns and excessive thickening"; failure to include protocols for foot and skin care on the program of veterinary care; failure to supply adequate housing to two monkeys who were kept in a cage with excessively rusty metal doors and inadequate lighting and without sufficient space to make normal postural movements and adjustments; and failure to give sufficient space to an elephant who, during evening hours and periods of inclement weather, was housed in a transport trailer that did not allow the animal to "turn about, lie down, stretch, etc." and who was at risk of injury from being housed next to a steer with sharp horns.

July 15, 2004: The USDA cited Liebel for failure to correct numerous previously identified noncompliances, including for failure to give adequate veterinary care to Nosey, whose skin appeared "thickened and irregular"; lack of documentation that the elephant's skin-care regime had been discussed with and approved by the attending veterinarian; failure to give adequate veterinary care to a steer who, the inspector wrote, was "[s]till being pestered by flies" and "[whose] interdigital area above the hooves appear[s] slightly irritated and pinkish

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in color"; and an exposed sharp metal edge in the elephant trailer. Liebel was also cited for failure to provide documentation of a recent tuberculosia test for the elephant and current health certificates for two spider monkeys.

July 4, 2004: Nosey attacked a worker during an appearance in Clinton, Iowa. The worker was tending to a water dish when the elephant hit him with her tusk, lifting him off his feet and propelling him down an incline. The worker was rushed to the hospital and received stitches for a head injury.

April 28, 2004: The USDA cited Liebel for failure to give veterinary care to an elephant named Nosey, whose skin appeared "thickened and irregular" as well as to a steer who was being "pestered by numerous flies."

March 2, 2004: The USDA cited Liebel for failure to correct a previously identified noncompliance of not having a complete program of veterinary care.

February 3, 2004: The USDA cited Liebel for failure to have a responsible person available so that an inspection could be performed as well as failure to update its travel itinerary.

January 2, 2004: The USDA cited Liebel for failure to correct numerous previously identified noncompliances, including failure to supply permanent housing for Nosey, who, when not on the road, was housed in the transport trailer or kept chained in a yard; failure to give sufficient

space to an elephant and a steer who, at night and during inclement weather, were housed in a trailer that was not large enough for postural adjustments and freedom of movement and put the animals at risk of injuring one another; failure to repair ripped and loose metal sheeting in the elephant transportation trailer; and failure to provide a perimeter fence. Liebel was also cited for improper handling of a monkey who had a metal linked chain with 8 inches of hanging links around his neck, which the USDA inspector wrote "[is] likely to cause trauma and may be fatal"; keeping primates in a rusty compartment of an old truck devoid of adequate lighting; failure to have records reflecting routine veterinary care for the steer; and failure to have a complete program of veterinary care for the primates.

June 16, 2003: The USDA cited Liebel for at least the fifth time for failure to correct a previously identified noncompliance of not supplying minimum space to two monkeys who were housed in a cage measuring 2 feet wide by 8 feet long by 2 feet high (5 feet short of the minimum requirements) as well as for again failing to provide an adequate barrier between animals and members of the public because of large gaps in the perimeter fencing around the elephant and the lack of any barrier to prevent members of the public from putting their fingers directly into the primate enclosure. Liebel was also cited for failure to give veterinary care to an elephant who had "[a] buildup of oil, dirt, and dead skin clogging the skin pores on [the animal's] body" and to a steer who appeared thin and gaunt; failure to provide the elephant with shade; failure

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to provide the primates with environmental enrichment or sufficient ventilation; and splintered wood on the inside of the door of the elephant transport trailer.

May 12, 2003: The USDA cited Liebel for failure to correct a previously identified noncompliance of not giving minimum space to an elephant and a steer who, at night and during inclement weather, were housed in a trailer that did not have sufficient room for the elephant to turn around or for either animal to make normal postural adjustments. Liebel was also cited for transporting the elephant and a steer in the same trailer that put the elephant at risk of being injured by the steer's sharp horns; failure to give sufficient space to a rabbit and to two monkeys who were housed in a cage measuring only 2 feet high (5 feet short of the minimum requirements); failure to maintain enclosures that contained sharp and/or protruding metal; a porous wooden floor in the primate enclosure that could not be adequately cleaned and sanitized; failure to conduct elephant tuberculosis tests under the direct supervision of a veterinarian; and an incomplete program of veterinary care.

April 30, 2003: The USDA cited Liebel for failure to correct previously identified noncompliances of not giving minimum space to two monkeys, who were housed in a cage measuring only 2 feet high (5 feet short of the minimum requirements) and to an elephant who, at night and during inclement weather, was housed in a transport trailer that did not have sufficient room in which she could turn around or raise her head or trunk. Liebel

was also cited for failure to give veterinary care to an elephant with excessive pad overgrowth on one foot, thereby putting the elephant at risk of impaired movement, infection, or other medical problems; failure to conduct elephant tuberculosis tests under the direct supervision of a veterinarian; an incomplete program of veterinary care; failure to provide an adequate barrier around the elephant to ensure the safety of the elephant and the public while members of the public were within reach of the elephant; failure to have an experienced handler present with the elephant during public exhibition of a potentially dangerous animal; and insufficient ventilation in the animal transport trailer.

September 6, 2002: The USDA cited Liebel for failure to provide an elephant with shelter from sunlight.

July 27, 2002: The USDA cited Liebel for failure to comply with veterinary-care requirements and failure to maintain primate cages. The circus did not have a program of veterinary care or results of tuberculosis tests for the elephant and two primates. A spider monkey had not been tested for tuberculosis.

February 28, 2002: The USDA cited Liebel for a fourth time for failure to give minimum space to the primates and the elephant, inadequate lighting, failure to provide perimeter fencing, cages in disrepair, and poor housekeeping that posed life-threatening hazards to animals. The animals were left stored inside transport trailers in the dark at the circus's winter quarters. The small

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monkey cages inside the trailer were only 2 feet high, 5 feet short of the minimum requirements. The elephant was kept inside a compartment in the transport trailer while at the winter quarters and on tour or sometimes chained to two trees, which did not allow adequate freedom of movement and exercise.

January 27, 2002: The USDA cited Liebel for mishandling a rabbit at risk of injury, failure to provide rabbit cages that met minimum space requirements, keeping a dog tied on a 4-foot tether, and poor sanitation. The inspector found sharp pieces of glass, used during an act in the show ring, that could easily injure the elephant's feet as well as other animals.

January 23, 2001: The USDA cited Liebel for failure to have current tuberculosis tests for several elephant handlers, failure to maintain transport enclosures with compartments only 2 feet high for the primates, failure to give adequate space to the primates confined in small transport compartments during periods when the circus was not traveling, and failure to provide the elephant with adequate shelter and space.

October 18, 2000: The USDA cited Liebel for improper food storage.

May 11, 2000: Liebel was cited for filthy conditions. The inspector wrote, "The traveling enclosure for the five dogs in the act is excessively soiled with urine and feces. It has a strong odor." The circus was also cited for a poorly maintained primary enclosure that could cause injury to the animals.

January 10, 2000: The USDA cited Liebel for failure to correct a previously identified noncompliance of inadequate veterinary care. The inspector found an elephant suffering from an untreated skin condition. The circus was cited for failure to have its three elephant handlers tested for tuberculosis. The circus was also cited for failure to provide shelter, poorly maintained primary enclosures that allowed animals to escape, poorly maintained transport enclosures that had the potential to cause injury, and poor housekeeping.

January 25, 1999: The USDA cited Liebel for failure to correct previously identified noncompliances of inadequate veterinary care and poor housekeeping. The inspector wrote, "There is no written record of a veterinary examination and evaluation of the elephants' skin or the nonhuman primates' hair, coat and diet." The circus was also cited for an elephant transport trailer in disrepair, rotted wood in the primate enclosure, and an accumulation of material stored along one side of the nonhuman-primate enclosure.

July 21, 1998: The USDA cited Liebel for filthy enclosures, failure to provide adequate veterinary care, an elephant transport trailer in disrepair and without adequate ventilation, improper feeding, and failure to have a current environmental enrichment plan for the primates. The inspector wrote, "Excreta is present in area [where the] elephant is chained. Urine odor is high, and ground is soggy with wet urine and feces. ... Structural strength of trailer for elephant

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is unsound. There are three (slick) bald tires on the trailer. There are large areas of 'spot' welding ... [which] weakens the frame structure and is a hazard to hauling the elephant. Sharp pieces of metal are exposed ... [the] elephant could sustain a very bad laceration. ... Elephant has symptoms of deep grooves in the four feet. ... There is noticeable hyperkeratosis on the ears, and skin is too dry."

June 16, 1996: Cedarburg, Wisconsin, officials canceled a Liebel show minutes before the 3 p.m. showtime because the circus owner had refused to comply with a city-code section that requires circuses to submit a list of employees for background checks. Police have at times discovered fugitives traveling with circuses, and the ordinance was enacted out of concern for the safety of residents and visitors.

June 3, 1998: The USDA cited Liebel for failure to correct previously identified noncompliances of providing primates with insufficient space and inadequate environmental enrichment and having inaccurate records and identification. The circus was also cited for improper food storage and failure to provide a complete itinerary.

May 1, 1998: The USDA cited Liebel for failure to correct previously identified noncompliances of mishandling and inadequate environmental enrichment for primates, inaccurate records and identification, and enclosures in disrepair. The inspector wrote, "The primates still have chains around their necks and were staked to the ground. ... Chains must not be used/

kept on these animals. ... [The dog and primate enclosures] are still rusty [with] rotted wood and peeling paint." The circus was also cited for failure to give minimum space to three primates who were kept in a single cage measuring 4 feet high by 3½ feet long by 2 feet wide. The inspector noted that there was no result for the elephant's tuberculosis test and that the owner was still withholding food from the elephant during the day for training purposes.

December 18 and 22, 1997: The USDA cited Liebel for failure to correct previously identified noncompliances of not giving adequate veterinary care to a cow with hair loss and an elephant with crusty skin, inadequate cleaning, and failure to maintain the elephant enclosure. The circus was also cited for mishandling animals. Food is withheld "for a day or so" for training purposes, and two primates had chains around their necks that could potentially strangle the animals. The circus was cited for poor housekeeping, feeding moldy hay, failure to follow an environmental enrichment plan for primates, failure to maintain enclosures, failure to have an exercise plan for the dogs, and inaccurate records and identification.

April 28, 1997: The USDA cited Liebel for a travel trailer in need of repair and improper food storage.

January 21, 1997: The USDA cited Liebel for failure to correct previously identified noncompliances of not providing adequate veterinary care, not having food on the premises

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for the animals, inadequate cleaning, and failure to maintain the elephant enclosure and transport vehicle. The inspector wrote, "There are no records on the goat's death [or] medical records ... for deworming." The circus was also cited for failure to provide shelter from the elements and inadequate cleaning.

August 1, 1996: The USDA cited Liebel for feeding a deficient diet to primates and failure to maintain enclosures.

January 4, 1996: The USDA cited Liebel for failure to correct previously identified noncompliances of not having medical records to indicate if the animals had received vaccinations, dewormings, and tuberculosis tests; contaminating food with feces and urine; and failure to maintain and clean transport enclosures. The circus was also cited for filthy conditions, failure to have an adequate supply of food on the premises, failure to provide water, housing together incompatible animals, and failure to handle elephants in a manner that would protect the public and the animals.

April 13, 1995: The USDA cited Liebel for failure to supply the required itinerary.

February 17, 1995: The USDA cited Liebel for failure to correct previously identified noncompliances of not giving veterinary care to a goat who appeared thin and was in need of hoof trimming, not having medical records to indicate fecal exams or dewormings, not having an environmental enrichment plan for primates, and

storing food in a manner that allowed feces and urine contamination from the primates. The circus was also cited for a filthy transport enclosure and improperly storing primate chow that contained rodent droppings.

February 14, 1995: The USDA cited Liebel for failure to supply the required itinerary.

January 9, 1995: The USDA cited Liebel for not allowing access to records and property.

February 23, 1994: The USDA cited Liebel for failure to correct previously identified noncompliances of not maintaining structurally sound enclosures. The circus was also cited for failure to give veterinary care to a goat with overgrown hoofs, failure to have an acceptable environmental enrichment program for primates, improper food storage, and failure to provide shelter from the elements.

August 2, 1993: The USDA cited Liebel for inadequate feeding of primates.

March 3, 1993: The USDA cited Liebel for an unsafe primate enclosure with chewed, rotting wood and an exposed nail; failure to provide primates with an environmental enrichment plan; and failure to provide enclosures of sufficient strength to contain elephants.

Animal-Free Circuses

Cirque Dreams

Cirque Productions
Variety Arts Management
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Internationally, year-round, Cirque du Soleil has permanent shows in Las Vegas and Florida.

No

This circus offers a blend of music, dance, and stunning athleticism that takes the audience on a metaphorical journey. It breaks all the rules, and its art is in a constant state of evolution. Cirque du Soleil has won more than 100 awards and distinctions from various organizations and institutions for originality in its shows and excellence in management. There are more than a dozen Cirque du Soleil productions.

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U.S., Italy, Canada, and Europe

N/A

This circus combines theater with acrobatic performances, poetry, and circus thrills. Acrobats, clowns, jugglers, trapeze artists, and musicians team up to create a rich and subtle tango of emotions. Cirque Eloize has also developed a strong expertise in staging modern circus entertainment for private galas and corporate events.

Cirque Plume

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U.S. and Europe--large venues only

N/A

Performances combine music, dance, comedy, and gymnastics.

Circus Vargas

2534 S. Pleasant Ave.
Ontario, CA 91761
1-877-GOTFUN1
info@circusvargas.org
circusvargas.com

Throughout the U.S.

N/A

Once a circus that used animals, Circus Vargas eliminated animal acts and turned up the excitement with its human performers. Set in a smaller venue, the show lets spectators get up close and personal with the show.