CITY OF ELLIOT LAKE



CITY COUNCIL - REGULAR MEETING AGENDA

Monday, February 11, 2019 7:00 pm Committee Room

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| 1. | CALI | TO ORDER | | | |
| 2. | ROL | L CALL | | | |
| 3. | DECLARATIONS OF CONFLICT OF INTEREST | | | | |
| 4. | ADOPTION OF PREVIOUS MINUTES | | | | |
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| | | re: update on services and Coldest Night of the Year Fundraiser for homelessness in East Algoma | | | |
| | | Presenter: Melody Rose, Executive Director | | | |
| 6. | INTR | ODUCTION AND CONSIDERATION OF CORPORATE REPORTS | | | |
| | 6.1 | February 11, 2019. Memo from the City Clerk re: attendance at AMO Annual Conference | 28 | | |
| | 6.2 | February 11, 2019. Memo from the City Clerk re: attendance at FONOM Annual Conference | 29 | | |
| | 6.3 | February 6, 2019. Report from the Economic Development Coordinator re: amended agreement with Ontario Northland to include parcel service | 30 | | |

| 6.4 | February 11, 2019. Report from the City Clerk re: Committee/Board Appointments | |
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| | As this matter deals with personal information about identifiable individuals it may be discussed in closed session under Section 239(2)(b) of the Municipal Act. | |
| 6.5 | January 31, 2019. Report of the Chief Building Official re: Draft Smoking Bylaw | 39 |
| 6.6 | January 24, 2019. Report from the Director of Public Works re: Dedicated Gas Tax Funding Agreement | 50 |
| 6.7 | January 30, 2019. Report from the Director of Public Works re: 2018 Water Summary Report | 56 |
| 6.8 | February 6, 2019. Report from the Chief Administrative Officer re: Integrity Commissioner Service Options | 64 |
| 6.9 | February 6, 2019. Memo from Mayor Marchisella re: CAO Performance Evaluation | 83 |
| | As this matter deals with personal information about identifiable individuals it may be discussed in closed session as per Section 239(2)(b) of the Municipal Act. | |
| 6.10 | February 6, 2019. Report from the Chief Administrative Officer re: Rogers Cell Tower | 84 |
| 6.11 | February 4, 2019. Report of the Coordinator of Special Events re: Uranium Heritage Days Street Dance 2019 Expansion Request | 91 |
| 6.12 | February 4, 2019. Report from the Director of Recreation and Culture re: Uranium Heritage Days Street Dance - Band Options | |
| | As this matter deals with a position, plan, procedure, criteria or instruction to be applied to any negotiations carried out on or to be carried out on by or on behalf of the municipality it may be discussed in closed session as per Section 239(k) of the Municipal Act. | |
| 6.13 | February 7, 2019. Report of the Director of Public Works re: Tender Results Valley Crescent & Hemlock Place Capital Improvements. | 98 |

| 7. | PRESENTATION OF COMMITTEE REPORTS | | | | |
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| | | re: 2018 Uranium Heritage Days Street Dance Report | | | |
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| 9. | PETITIONS | | | | |
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| 11. | NOTICES OF MOTION | | | | |
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| 12. | PUBL | IC QUESTION PERIOD | | | |
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| | | Being a bylaw to enter into an amended agreement with Ontario Northland and to repeal By-law No. 18-38 | | | |
| | 13.2 | By-Law No. 19-03 | 119 | | |
| | | Being a by-law to authorize a Funding Agreement with the Ministry of Transportation under the Dedicated Gas Tax Funds for the Public Transportation Program | | | |
| 14. | COUN | ICIL REPORTS AND ANNOUNCEMENTS | | | |
| 15. | ADDENDUM | | | | |
| 16. | CLOSED SESSION (if applicable) | | | | |
| 17. | ADJOURNMENT | | | | |
| | | | | | |

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Minutes of a regular meeting of the Council of The Corporation of The City of Elliot Lake

Monday, January 14, 2019 7:00 PM COUNCIL CHAMBERS

Present

- D. Marchisella, Mayor
- L. Cyr, Councillor
- E. Pearce, Councillor
- N. Mann, Councillor
- S. Finamore, Councillor
- C. Patrie, Councillor
- T. Turner, Councillor
- D. Gagnon, Chief Administrative Officer
- J. Thomas, Director of Protective Services
- D. Halloch, Director of Public Works
- N. Ottolino, Manager of Human Resources
- N. Bray, City Clerk
- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. DECLARATIONS OF CONFLICT OF INTEREST
- 4. ADOPTION OF PREVIOUS MINUTES
 - 4.1 December 10, 2018 Regular

Res. 01/19

Moved By: S. Finamore Seconded By: C. Patrie

That the following minutes be adopted

December 10, 2018 - Regular.

December 19, 2018 - Special.

Carried

5. PUBLIC PRESENTATIONS

6. INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS

6.1 January 10, 2019. Report CK2019-01 from the City Clerk

re: accessibility initiatives undertaken for the 2018 Municipal Elections.

Res. 02/19

Moved By: N. Mann Seconded By: L. Cyr

That Staff Report CK2019-01, of the City Clerk dated January 10, 2019 submitted in compliance with Section 12.1 of the Municipal Elections Act concerning the identification, removal and prevention of barriers that affect electors and candidates with disabilities, be received

Carried

6.2 January 9, 2019. Report of the Director of Public Works

re: supply of gasoline, diesel fuel and lubricants

Res. 03/19

Moved By: L. Cyr

Seconded By: C. Patrie

That Staff Report 2019-01 dated January 9, 2019 of the Director of Public Works be received;

And That Council approve Contract No. 2018-24, for the provision of gasoline, diesel fuel, and lubricants for use in the operation and maintenance of the City of Elliot Lake fleet, in the amount of \$678,945.⁵⁰ be awarded to McDougall Energy Inc.

Carried

6.3 January 10, 2019. Report from the Chief Administrative Officer

re: rental of groomer for Mt. DuFour Ski Hill

Moved By: N. Mann Seconded By: E. Pearce

THAT the CAO's report re: rental of a groomer for Mt Dufour Ski Hill dated January 10, 2019 be received;

AND THAT Council approve an upset limit of \$40,000 to the Mt Dufour Ski Club Inc to be used for the rental of a groomer for the balance of the 2018/19 ski season;

And That the funds be taken from the Mt Dufour Lift Audit reserve.

An amendment was introduced

Moved by: E. Pearce Seconded by: N. Mann

That council approve an upset limit of \$95,000 to the Mt. Dufour Ski Club Inc. to be used for a lease to own of a groomer for the balance of the 2018/19 ski season

An amendment to the Amendment was introduced

Res. 04/19

Moved by: S. Finamore Seconded: by L. Cyr

That council approve an upset limit of \$95,000.00 to the Mt. Dufour Ski Club Inc. to be used for a lease to own of a groomer for five years

At the request of Mayor Marchisella the following roll call vote recorded:

In Favour

C. Patrie

N. Mann

- L. Cyr
- T. Turner
- S. Finamore
- E. Pearce
- D. Marchisella

Carried

Main motion as amended

Res 05/19

Moved by: N. Mann Seconded by: E. Pearce

That the CAO's report re: rental of a groomer for Mt Dufour Ski Hill dated January 10, 2019 be received;

And That Council approve an upset limit of \$95, 000 to the Mt Dufour Ski Club Inc to be used towards the lease to own of a groomer for five years.

Carried

6.4 January 10, 2019. Memo from the City Clerk

re: January 28, 2019 Council Meeting and the 2019 ROMA Conference

Res. 06/19

Moved By: S. Finamore Seconded By: N. Mann

That the regular meeting of Council scheduled for January 28, 2019, be canceled.

Carried

6.5 January 14, 2019. Memo of the Chief Administrative Officer

re: Senior Management Succession Planning

As this matter deals with personal information about identifiable individuals, including municipal or local board employees, it may be discussed in closed session under Section 239(2)(b) of the Municipal Act.

Res. 07/19

Moved By: E. Pearce Seconded By: L. Cyr

That this matter be discussed in closed session.

Carried

7. PRESENTATION OF COMMITTEE REPORTS

8. UNFINISHED BUSINESS

8.1 December 11, 2018 - Letter of Intent (Updated January 10, 2019)

re: request to lease space at the airport

Moved by: E. Pearce Seconded by: T. Turner

That the City of Elliot Lake approve the lease of the airport to Astrorabbit Entertainment for the tentative dates of August 9th to August 11th, 2109 for the hosting of the trial event "Astro Circus Music Festival".

An amendment was introduced

Res. 08/19

Moved by: N. Mann Seconded by: C. Patrie

That the lease of the airport be contingent on a cost recovery basis for the airport.

Carried

Main motion as amended

Res. 09/19

Moved by: E. Pearce Seconded by: T. Turner

That the City of Elliot Lake approve the lease of the airport, contingent on a cost recovery basis, to Astrorabbit Entertainment for the tentative dates of August 9th to August 11th, 2109 for the hosting of the trial event "Astro Circus Music Festival".

At the request of Mayor Marchisella the following roll call vote was recorded:

In Favour

C. Patrie

- N. Mann
- L. Cyr
- T. Turner
- S. Finamore
- E. Pearce
- D.Marchisella

Carried

- 9. PETITIONS
- 10. CORRESPONDENCE
- 11. NOTICES OF MOTION
- 12. PUBLIC QUESTION PERIOD
- 13. INTRODUCTION AND CONSIDERATION OF BY-LAWS

13.1 By-Law No. 19-01

Being a by-law to authorize an agreement with respect to the supply of gasoline, diesel fuels and lubricants

Res. 10/19

Moved By: L. Cyr

Seconded By: S. Finamore

That By-law 19-01, being a by-law to authorize an agreement with respect to the supply of gasoline, diesel fuels and lubricants be passed

Carried

14. COUNCIL REPORTS AND ANNOUNCEMENTS

15. ADDENDUM

Res. 11/19

Moved By: L. Cyr Seconded By: T. Turner

That the addendum be added to the agenda

Carried

15.1 January 14, 2019. Memo from the Chief Administrative Officer

re: offer to purchase property on Fox Drive.

As this matter deals with the potential disposition of municipal property it may be discussed in closed session as per Section 239(2)(b)

Res. 12/19

Moved By: N. Mann Seconded By: L. Cyr

That this matter be discussed in closed session

Carried

16. CLOSED SESSION (if applicable)

Res. 13/19

Moved By: E. Pearce

Seconded By: S. Finamore

That we go into closed session at 8:56 PM

Carried

Res. 14/19

Moved By: N. Mann Seconded By: E. Pearce

That we come out of closed session at the hour of 9:40 PM

Carried

17. ADJOURNMENT

Res. 15/19

Moved By: C. Patrie Seconded By: S. Finamore

That this meeting adjourn at the hour of 9:40 PM

Carried

| Mayor |
|------------|
| |
| City Clerk |

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Minutes of a an emergency meeting of the Council of The Corporation of The City of Elliot Lake

Thursday, January 17, 2019, 9:30 AM
Council Chambers

Present D. Marchisella, Mayor

S. Finamore, CouncillorE. Pearce, CouncillorC. Patrie, CouncillorT. Turner, Councillor

D. Gagnon, Chief Administrative OfficerJ. Thomas, Director of Protective Services

N. Bray, City Clerk

Regrets N. Mann, Councillor

L. Cyr, Councillor

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. DECLARATIONS OF CONFLICT OF INTEREST
- 4. PUBLIC PRESENTATIONS
- 5. REPORTS

Res. 16/19

Moved by: S. Finamore Seconded by: C. Patrie

That Resolution No. 05/19 from the January 14, 2019 meeting be hereby rescinded;

And That the City of Elliot Lake use the negotiation method of the procurement policy to purchase a 2018 Piston Bully Groomer for use on the Mt DuFour Ski Hill at an upset cost of \$396,187 plus applicable taxes from Track Vehicle Repair;

And That the necessary funds be borrowed from municipal reserves;

And That the specific allocation(s) and repayment plan be included in the 2019 municipal budget;

And That staff be directed to work with the Mt Dufour Ski Club to clarify the club's ability to contribute to the groomer loan and other operational issues of mutual benefit and report accordingly.

At the request of the Mayor Marchisella the following roll call vote was recorded:

In Favour

- T. Turner
- S. Finamore
- E. Pearce
- C. Patrie
- D. Marchisella

Carried

NOTICE OF MOTION 6.

7. **COSED SESSION BUSINESS**

8. **ADJOURNMENT**

Res. 17/19

Moved By: T. Turner Seconded By: E. Pearce

That this meeting adjourn at the hour of 9:49 AM.

Carried City Clerk Mayor





feb. 23, 2019 / it's cold out there



February 23
Holy Trinity Church
4 p.m.
Walk for the Hungry
Homelessness & Hurting
In our Community







2018 was a year of growth in our community

Maplegate House for Women 1982



10 + 3 beds = 13

Larry's Place 2018



+6 beds

Something More Lawrence 2018



+ 5 beds

= 24 beds





Maplegate House For Women

Larry's Place

Something More Lawrence

- Beds for 68 individuals

- 98% occupancy

- 100 crisis calls by phone
- 1309 service calls not crisis
- 240 walk in services

June 9th Opening to Dec. 31

- Beds for 34 individuals.
- 84% Occupancy
- Of the 34 men, 23 were 55 or older
- Filled all 5 beds by November 2018
- For women with multiple barriers to traditional housing
- Freed up beds for acute safety at the emergency shelter

feb. 23, 2019 / it's cold out there



Thank You to City Council for supporting Maplegate in expanding services for the need in our district!





How Can You Help?

- 1. Put in a \$10,000 corporate sponsorship
- 2. Put in a City Council Team
- 3. Join an existing team
- 4. Sponsor a walker

www.cnoy.org/elliotlake

CNOY 2018





LEAD SPONSOR – YEAR 2

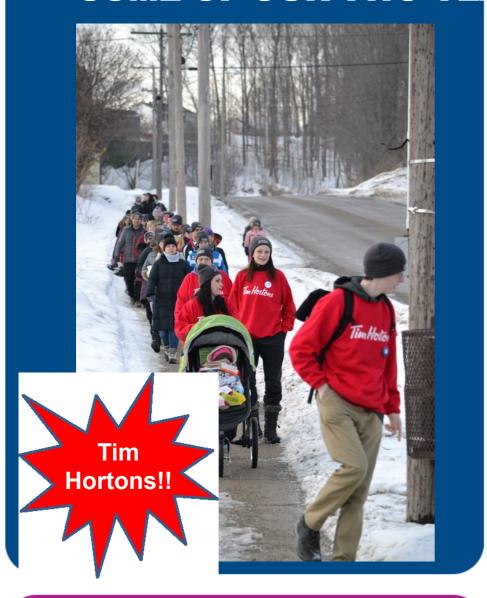








SOME OF OUR TWO YE



R HEROS – THANK YOU!



feb. 23, 2019 / it's cold out there



on feb. 23, 2019 we're walking for



For the hungry, homeless & hurting in our community cnoy.org/elliotlake







To: Mayor and Members of Council

From: Natalie Bray, City Clerk

Date: February 11, 2019

Re: AMO Annual Conference

Council may wish to consider passing a resolution to authorize attendance at the Annual AMO Conference and AGM, to be held in Ottawa at the Shaw Convention Centre from Sunday August 18th to Wednesday August 21st, 2019.

In order to proceed with room reservations, a resolution should be passed to address the number of Councillors and staff attending, and authorizing expenses to be paid by the Municipality. Typically, the Mayor, two Councillors and a member of senior staff were authorized to attend this conference.

Natalie Bray City Clerk





To: Mayor and Members of Council

From: Natalie Bray, City Clerk

Date: February 11, 2019

Re: FONOM Annual Conference

Council may wish to consider passing a resolution to authorize attendance at the Annual FONOM Conference, to be held in Sudbury May 8th, 9th and 10th, 2019.

In order to proceed with room reservations, a resolution should be passed to address the number of Councillors and staff attending, and authorizing expenses to be paid by the Municipality.

Natalie Bray City Clerk



STAFF REPORT

REPORT OF THE ECONOMIC DEVELOPMENT COORDINATOR FOR THE CONSIDERATION OF COUNCIL

OBJECTIVE

To provide Council with information regarding an amended agreement with Ontario Northland Transportation Commission (ONTC) and the City of Elliot Lake to include parcel service from Elliot Lake to the Spragge connection point.

RECOMMENDATION

THAT the report of the Economic Development Coordinator dated February 6, 2019 be received;

AND THAT Council approve the amended agreement with ONTC for the link service from Elliot Lake to Spragge inclusive of parcel service

AND THAT By-Law No. 18-38 be repealed and replaced with By-Law No. 19-02

Respectfully Submitted

Ashten Vlahovich

Economic Development Coordinator

Approved

Daniel Gagnon

Chief Administrative Officer

BACKGROUND

Ontario Northland expanded its bus service westward to include Espanola, Sault Ste. Marie, Wawa, and white river with many communities in between last year. In May 2018, The City of Elliot Lake entered into an agreement with ONTC to provide a connecting bus service to Spragge, to meet the ONTC bus travelling east and westbound on Highway 17. The City was to provide the connecting bus service and ONTC would provide revenue of \$10 per passenger for a one-way trip.

The City released an RFP for shuttle service from Elliot Lake to Spragge for both ONTC and Greyhound bus schedules. AJ Bus Lines Ltd was the successful bidder and is under contract to provide shuttle service for the next 5 years. As of October 31, 2018 Greyhound no longer travels west along Highway 17 and therefore the only bus transport is with ONTC. ONTC travels Highway 17 twice per day, and the shuttle service provides access to both stops at Spragge 6 days a week.

ANALYSIS

Greyhound bus services also offered parcel services as a substitute to Canada Post or other Courier services. This was often used by local business for same day shipping, however since Greyhound is no longer offering services west on Highway 17 the community has lost this option for parcel services.

ONTC does offer a similar parcel service along the Highway 17 corridor and has proposed to amend the agreement with the City to allow the connecting shuttle service to transport parcels to ONTC busses in Spragge. ONTC ticket agent will process parcels, and load in Elliot Lake, while the ONTC driver will unload and load in Spragge. The ONTC will split the revenue with the City for the parcels, and the City nor their contractor are liable or packages. The amended agreement is attached.

This is not expected to increase or change the workload of the contractor for the shuttle service, and they are in agreement with allowing parcels to be transported on their busses.

FINANCIAL IMPACT

Allowing parcel services will increase revenue for our shuttle link, with no increase in costs. The City will receive \$2.00 per parcel one way in revenue from ONTC to allow this service.



LINKS TO STRATEGIC PLAN

This project aligns with the City's Strategic Plan through;

- Economic Development and Diversification, Stabilization and Investment Readiness
 - o Capitalize on opportunities for diversification and community Growth
 - o Continue to foster retirement opportunities
 - Support local business community

SUMMARY

By approving the amended agreement, the City will receive additional revenue for the shuttle service to ONTC, and support continued level of service for members of the Elliot Lake community and local business.



THIS AGREEMENT MADE EFFECTIVE

, 2019 (the "Effective Date")

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

("ONTC")

And

THE CORPORATION OF THE CITY OF ELLIOT LAKE

("Elliot Lake")

WHEREAS:

- A. ONTC provides intercity bus services to Northern Ontario along certain routes but does not provide service to Elliot Lake directly;
- B. Elliot Lake wishes to provide passenger bus services between Elliott Lake and Spragge to connect with the Ontario Northland intercity bus service (the "Connecting Bus Service");
- C. ONTC and Elliot Lake wish to enter into an agreement regarding the Connecting Bus Service.

THE PARTIES AGREE AS FOLLOWS:

Relationship

1. The parties shall collaborate to ensure the success of the Connecting Bus Service through ease of use by passengers and integrated ticketing.

Obligations of Elliot Lake

- Elliot Lake shall enter into an arrangement with a passenger bus service provider (the "Connection Service Provider") for the transport of customers from Elliot Lake to the connection point with ONTC in Spragge.
- 3. The current connection point is at 4683B HWY 17, Spragge ON POR 1KO, which is the ONTC agency in Spragge. ONTC shall provide 10 days prior notice to Elliot Lake and the Connection Service Provider of any change in the location of the ONTC agency in Spragge.
- 4. Elliot Lake or the Connection Service Provider shall enter into an arrangement with the ONTC agency in Spragge for use of the agency facility for a motor coach stop for the Connecting Bus Service.
- 5. Elliot Lake shall be responsible for all the costs of the Connecting Bus Service and the Connection Service Provider

Obligations of ONTC

- 6. ONTC shall provide Elliot Lake and the Connection Service Provider with its intercity bus schedule for the route through Spragge. Updates to the schedule shall be provided no later than two weeks prior to the change in schedule if reasonably possible.
- 7. ONTC shall collaborate with the Connection Service Provider to implement a system for notification of delays of ONTC buses or the Connection Service Provider's buses in making the connection in Spragge and to agree upon a wait time.

Ticketing

8. ONTC shall sell tickets for the Connecting Bus Service on behalf of the Connection Service Provider. The price of the tickets may include an administration fee.

9. Elliot Lake will invoice ONTC monthly in the amount of \$10 one way for each passenger using the Connecting Bus Service.

Accessibility

10. To accommodate passengers with accessibility requirements, the parties shall notify, through dispatch, the other carrier of a requirement for accessible equipment for a particular trip. The requirement shall be confirmed 48 hours in advance of the scheduled trip.

Marketing

11. The parties shall cooperate in developing marketing plans for the Connecting Bus Services.

Termination

12. Either party may terminate this agreement by providing the other party with sixty days advance notice of the termination.

Liability

- 13. Neither party shall have any liability or responsibility for any claims, losses, damages, fines, suits, demands or penalties relating to the provision of bus services by the other party unless caused by an act or omission of the party.
- 14. Elliot Lake shall have no liability or responsibility for any claims, losses, damages, fines, suits, demands or penalties relating to the sale of tickets for the Connecting Bus Services by ONTC except if the claim is caused by an act or omission of Elliot Lake or those for which Elliot Lake is responsible at law.

General

- 15. **Assignment.** Neither party may assign their respective rights and obligations under this Agreement without first obtaining the written consent of other party, provided, however, that either party may assign this Agreement to an affiliate or the successor of its business upon written notice to the other party. This Agreement shall ensure to the benefit of, and be binding upon, the parties and their respective successors (including any successor by reason of amalgamation, merger or statutory arrangement of any party) and permitted assigns.
- 16. **Notice.** Any notice under this Agreement shall be given in writing and delivered personally or by fax, email or prepaid courier addressed as follows:

To ONTC at:

Ontario Northland Transportation Commission 555 Oak Street North Bay ON P1B 8L3

Attention: Tracy MacPhee T: 705-472-4500 X 335 F: 705-475-5018

E: tracy.macphee@ontarionorthland.ca

To Elliot Lake at:

Attention: City Clerk T: 705-848-2287 ext 2103

F:705-461-7244

E: nbray@city.elliotlake.on.ca

or at such other address or addresses as ONTC and the Service Provider may designate from time to time. The date of receipt of any such notice shall be the date of delivery.

- 17. **No Waiver.** No waiver by a party of any breach by the other party of any of its covenants, agreements or obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be a waiver by the party of its rights and remedies with respect to such breach or any subsequent breach.
- 18. **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties.
- 19. **Governing Law.** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario, excluding any conflict of laws principles. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
- 20. **Severability.** Should any section or part or parts of an section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Service Provider as though such section or part or parts thereof had never been included in this Agreement.
- 21. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
- 22. **Survival.** In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, the provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.
- 23. **Counterparts and Electronic Delivery.** This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

Bus Parcel Services

- 24. The Connecting Bus Service shall include the transfer of BPX parcels from ONTC's agent in Elliot Lake (the "Agent"), who sells waybills for BPX parcels, to the connection point in Spragge and from the connection point in Spragge to the drop off point in Elliot Lake.
- 25. The Agent shall be responsible for loading and unloading BPX parcels onto and off the Connection Service Provider's motor coach (the "CSP Motor Coach") in Elliot Lake:
- 26. The ONTC motor coach driver shall be responsible for loading and unloading the BPX parcels at the connection point in Spragge onto and off of the CSP Motor Coach
- 27. The Connection Service Provider and Elliot Lake shall not be responsible, and ONTC shall be responsible, for any damage to the BPX parcels being carried on the CSP Motor Coach that is caused or related to the packaging or loading of the BPX parcels on the Connection Service or any other reason except damage to the BPX parcels resulting from a motor vehicle accident or other incident involving the CSP Motor Coach which is caused by a third party or by the negligence of the CSP Motor Coach operator.
- 28. ONTC shall charge a service fee to BPX customers in the amount of Four Dollars (\$4.00) per waybill plus applicable taxes (the "Service Fee") which shall be divided equally between ONTC and Elliot Lake.
- 29. ONTC shall remit to Elliot Lake within thirty (30) days of the end of each month, the portion of the Service Fees collected in the previous month that is owed to Elliot Lake.

Termination of Original Agreement

30. Upon the execution of this agreement by both parties, the original agreement between the parties made effective June 17, 2018 is terminated.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

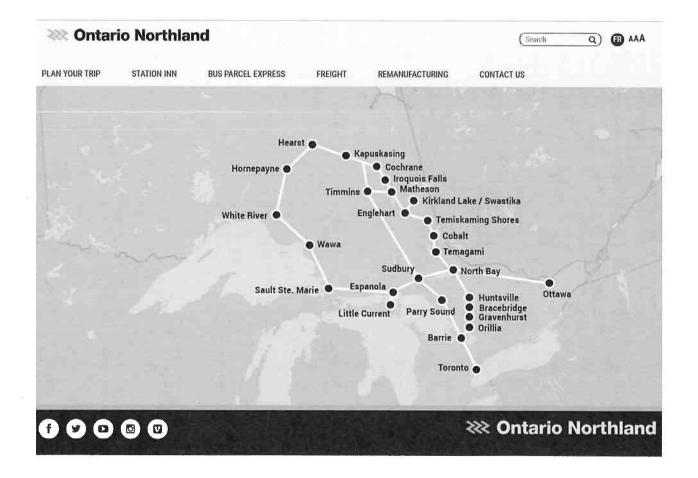
Date F46 6, Zo19
I have authority to bind the corporation

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Per

We have authority to bind the corporation.

Schedule A – Service Map





STAFF REPORT

REPORT OF THE CHIEF BUILDING OFFICIAL DRAFT SMOKING BY-LAW

FOR THE CONSIDERATION OF COUNCIL

OBJECTIVE

To provide Council with a draft smoking by-law as requested for the consideration of council.

RECOMMENDATION

That Report CBO 2019-01 of the Chief Building Official dated the 28nd January 2019 be received;

And That the By-Law and Planning Committee forward to Council for approval.

Respectfully Submitted

Leo Chaloux

Chief Building Official

Approved

John Thomas

Director of Protective Services

Approved

Daniel Gagnon

Chief Administrative Officer

31 January 2019

BACKGROUND

This report was prepared at councils directions.

In accordance with Section 115 of the Municipal Act, 200 1, S.O. 2001, c. 25, as amended, provides that a municipality may pass By-Laws regulating the smoking of tobacco in public places and enclosed workplaces within the municipality; and

Whereas Section 10 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws respecting the economic, social and environmental well-being of the municipality, the health, safety and well-being of persons, and the protection of persons and property; and

Whereas it has been determined that second-hand smoke and vapour are a health hazard or discomfort for many inhabitants of and visitors to the City of Elliot Lake; and

Whereas the establishment of a community standard of smoke-free public places assists in de-normalizing tobacco, Electronic Cigarette and Cannabis use and promotes a smoke-free and vapour-free culture.

ANALYSIS

Municipal By-Laws are currently enforced on a complaint approach and progressive enforcement. In order to enforce a new smoking by-law in a proactive approach, additional staff time will be required.

FINANCIAL IMPACT

Enforcement of a new smoking by-law will require additional staff time and will have an impact on the budget.

We would recommend a minimum of 12 hours of staff time for a part time By-law Enforcement Officer per week for the enforcement of this by-law. The yearly cost for the additional part time hours for By-Law enforcement will be approximately \$16,500 per year.

LINKS TO STRATEGIC PLAN

Strong Municipal Corporate Administration and Governance

Educate the public

SUMMARY

The proactive enforcement of the smoking by-law will provide a better level of service and faster acceptance of the smoking by-law by the general public.



THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY-LAW 2019/####

BEING A BY-LAW TO REGULATE SMOKING IN PUBLIC PLACES AND WORKPLACES IN THE CITY OF ELLIOT LAKE

WHEREAS Subsection 115 of the *Municipal Act, 2001*, C.25, authorizes the council of a local municipality to pass a by-law regulating the smoking of tobacco in public places and workplaces within the municipality and designating public places or workplaces or classes or parts of such places as places in which smoking tobacco or holding lighted tobacco is prohibited;

AND WHEREAS it has been determined that second-hand smoke is a serious health hazard because of its adverse effects and risk to the health of all of the inhabitants and workers in the Corporation of the City of Elliot Lake;

AND WHEREAS it is desirable for the purpose of promoting and protecting the health, safety and welfare of the inhabitants and workers of the Corporation of the City of Elliot Lake to ensure that all public places and workplaces will be free from second hand smoke:

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF ELLIOT LAKE ENACTS AS FOLLOWS:

PART I - DEFINITIONS

- "Employee" means a person who, being paid or unpaid, performs any work for or supplies any service to an employer, or a person who receives any instruction or training in the activity, business, work, trade occupation or profession of an employer and includes a volunteer and a person who is self-employed and "employment" has a corresponding meaning;
- "Employer" means any person who, as the owner, proprietor, manager, contractor, superintendent, supervisor or overseer of any activity, business, work, trade, occupation or profession, has control over or direction of, or is directly or indirectly responsible for the employment of an employee;
- 1.3 **"Entranceway"** means the area within a nine (9) meter radius surrounding any entrance to a building owned and/or leased by the Corporation of the City of Elliot Lake, but does not include a street, road or highway;
- 1.4 **"Exit"** means the area within a nine (9) meter radius surrounding an exit doorway of any public place.
- "Inspector" means any police officer of the Ontario Provincial Police, or Provincial Offences Municipal By-Law Officer and any employee authorized be the Medical Officer of Health to carry out an inspection under and to enforce the provisions of this bylaw.
- 1.6 "Municipality" means the Corporation of the City of Elliot Lake;
- "Outdoor patio" means an outdoor area or partially enclosed outdoor area that is adjacent to an establishment where food or beverages are sold and where food or beverages or both are consumed by the public;
- 1.8 **"Person"** includes a corporation;
- "Playground / Play area" means any municipally owned public area that is equipped with children's play equipment, such as, but not limited to: slides, swings, climbing apparatuses, splash pads, wading pools, or sand boxes.
- "Proprietor" means the person who ultimately controls, governs or directs the activity carried on within a public place and includes the person actually in charge of the premises at any particular time;

- 1.11 "Public place" means any municipally owned/leased building, structure, sporting area, playground, vessel, vehicle or conveyance, or part thereof, whether covered by a roof or not, to which the public has access as of right or by invitation, expressed or implied, whether or not a fee is charged for entry and are identified on Schedule "C" attached hereto, but does not include a street, road or highway;
- 1.12 "Smoke" or "Smoking" includes the carrying of a lighted cigar, cigarette, pipe and cannabis or use of electronic cigarette (vape) or any other lighted smoking equipment, but does not include smoke or smoking where smoke or smoking is used in a stage production of a theatrical performance and does not include or prohibit the holding of lit tobacco if the activity is carried out for traditional Aboriginal cultural or spiritual purposes.
- 1.13 "Sports area" means any municipally owned public area that is used primarily for the purposes of sports such as, but not limited to the following, but not including golf, whether or not a fee is paid for the use: soccer, football, basketball, tennis, baseball, softball or cricket, skating, hockey beach, volleyball, running, swimming, or skateboarding.
- "Workplace" means a municipally owned or leased building, structure, vessel, vehicle or conveyance or part thereof, to which the public mayor may not have access either expressed or implied, in which one or more employees work, including any other area in the building, structure, vessel, vehicle or conveyance utilized by employees.

PART II - WORKPLACES

- 2.1 No person shall smoke in any workplace within the Municipality whether or not a "No Smoking" sign is posted.
- 2.2 Every employer shall:
 - (i) ensure compliance with this by-law;
 - (ii) prohibit smoking in the workplace;
 - (iii) inform each employee in the workplace that smoking is prohibited in the workplace;
 - (iv) post "No Smoking" signs in accordance with Part IV of this by-law in conspicuous locations at every entrance and washrooms in the workplace indicating that smoking is prohibited in the workplace; and
 - (v) ensure that no ashtrays or like paraphernalia are placed or permitted to remain in any part of the workplace.
- 2.3 Section 2.1 does not apply to,
 - (i) a part of a workplace that is used as a private residence;
 - (ii) a workplace located in a dwelling where the only employees of that workplace are persons who live in the dwelling; or
 - (iii) a room in a hotel, motel or other place where rooms are rented for sleeping accommodation, provided the room is used for sleeping accommodation only and the room is designated and specifically set aside as a room in which smoking is permitted.

PART III - PUBLIC PLACES

- 3.1 No person shall smoke within a nine (9) metre radius of any entranceway or exit to any public place within the Municipality whether or not a "No Smoking" sign is posted.
- 3.2 Every proprietor of a public place shall:
 - (i) ensure compliance with this by-law;
 - (ii) prohibit smoking in the Public Place;
 - post "No Smoking" signs in accordance with Part IV of this by-law in conspicuous locations at every entrance and washrooms in the public place indicating that smoking is prohibited in the public place;
 - (iv) ensure that no ashtrays or like paraphernalia are placed or permitted to remain in the public place.

- 3.3 Smoking shall be completely prohibited in the following Public Places, except where specifically designated:
 - (i) City of Elliot Lake Pearson Civic Centre
 - (ii) City of Elliot Lake Town Hall
 - (iii) City of Elliot Lake Centennial Arena
 - (iiii) City of Elliot Lake W. H. Collins Centre
- 3.4 No person shall smoke within a 20 meter radius (65 feet) of any Playground / Play Area within the Municipality, whether or not a "No Smoking" sign is posted.
- 3.5 No person shall smoke within a 20 meter radius (65 feet) of any Sports Area within the Municipality, whether or not a "No Smoking" sign is posted.

PART IV - SIGNAGE REQUIRED

- 4.1 Every employer and every proprietor shall post and maintain in conspicuous locations at each entrance to the facility and in the washrooms, a sign at least 14 centimetres (5.5 inches) by 14 centimetres (5.5 inches) in size that includes depiction of the international "No Smoking" symbol at least 7.5 centimetres (3 inches), and lettering at least 0.8 centimetres (5/16 inch) high and at least 0.2 centimetres (1/16 inch) wide at the narrowest point, with the rest of the letter sized proportionately, which reads "The Corporation of the City of Elliot Lake; Maximum Fine (\$5,000.00)";
- 4.2 All "No-Smoking" signs posted within the Corporation of the City of Elliot Lake must conform to the City of Elliot Lake By-law ###### regulating the use of French and English.
- 4.3 Where a "No Smoking" sign is required to be placed or posted under this by-law, the sign shall have the proportions, characteristics and minimum measurements as set out in Section 4.1 as depicted in "Schedule B" and consist of two (2) contrasting colours, or if the lettering and graphic symbol is to be applied directly to surface or to be mounted on a clear panel, the lettering and graphic symbol shall contrast with the background.
- 4.4 Despite the fact that the symbol referred to in Schedule "B" is a cigarette, it may include a lighted cigar, cigarette, pipe or any other lighted smoking instrument
- 4.5 Deviations from the colour or content of the sign prescribed by this section that do not affect the substance or that are not calculated to mislead do not vitiate the sign.
- 4.6 Any sign prohibiting smoking that refers to a by-law of an old municipality or previous by-law number is deemed to be referring to this by-law.

PART V - INSPECTIONS

- 5.1 An inspector may, at any reasonable time, enter any public place or workplace for the purposes of determining compliance with this By-law.
- 5.2 No inspector may enter a workplace that is also a dwelling without the consent of the occupant or without first obtaining and producing a warrant.

PART VI - OFFENCES AND ENFORCEMENT

- Any person who contravenes any of the provisions of the by-law, or who hinders or obstructs an inspector lawfully carrying out the enforcement of this by-law, is guilty of an offence and upon conviction is liable to a fine of not more than five thousand dollars (\$5,000.00) as provided for in the *Provincial Offences Act*, R.S.O. 1990, chapter 33, or any successor thereof.
- 6.2 If this by-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other

remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

PART VII - CONFLICTS

7.1 If a provision of this by-law conflicts with an Act or Regulation or another by-law, the provision that is the most restrictive of smoking shall prevail.

PART VIII - SEVERABILITY

8.1 If any section or sections of this by-law or part thereof, is found in any court of law to be illegal or beyond the power of the Municipality to enact, such section or sections or part thereof shall be deemed to be severable and all other sections or parts of the by-law shall be deemed to be separate and independent thereof and to be enacted as such.

PART IX - REPEAL

9.1 Any By-law inconsistent with this by-law, are hereby repealed.

PART X - EFFECTIVE DATE

- 10.1 That the following updated schedules attached hereto shall form part of this by-law:
 - Schedule "A" Set Fine Schedule;
 - Schedule "B" Sign age;
 - Schedule "C" City of Elliot Lake Municipal Buildings (lands).
 - Schedule "D" Maps Designated Smoking Areas
- 10.2 This By-Law shall come into effect on February 1,2019 and be enforceable thereafter.

ENACTED AND PASSED THIS $15 \rm th$ DAY OF ######## AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.

| Dan Marchisella Mayor | |
|--------------------------|--|
| | |
| Natalie Brav | |

Clerk

SMOKING BY-LAW 2019/##### BEING A BY-LAW TO REGULATE SMOKING IN MUNICIPAL BUILDINGS AND MUNICIPAL WORKPLACES

SCHEDULE "A"

SET FINES

Part 1 Provincial Offence Act

By-law 2019/#### re: Smoking in public places

| ITEM | SHORT FORM WORDING | OFFENCE CREATING PROVISION OR DEFINING OFFENCE | SET FINES |
|------|--|--|-----------|
| 1 | Smoke in workplace | Part II, Section 2.1 | \$150.00 |
| 2 | Employer fail to ensure compliance | Part II, Section 2.2 (i) | \$150.00 |
| 3 | Employer fail to prohibit smoking in workplace | Part II, Section 2.2 (ii) | \$150.00 |
| 4 | Employer fail to post no-smoking signs | Part II, Section 2.2 (iv) | \$150.00 |
| 5 | Employer permit ashtrays (or like paraphernalia) in the workplace | Part II, Section 2.2 (v) | \$150.00 |
| 6 | Smoke within nine (9) meters radius of entranceway or exit to any public place | Part III, Section 3.1 | \$150.00 |
| 7 | Proprietor fail to ensure compliance | Part III, Section 3.2 (i) | \$150.00 |
| 8 | Proprietor fail to prohibit smoking in public place | Part III, Section 3.2 (ii) | \$150.00 |
| 9 | Proprietor fail to post no-smoking signs | Part III, Section 3.2 (iii) | \$150.00 |
| 10 | Proprietor permit ashtrays (or like paraphernalia) in public place | Part III, Section 3.2 (iv) | \$150.00 |
| 11 | Proprietor fail to designate and maintain an outside smoking area | Part III, Section 3.3 | \$150.00 |
| 12 | Smoke within 20 meter radius of Playground / Play Area | Part III, Section 3.4 | \$150.00 |
| 13 | Smoke within 20 meter radius of Sports Area | Part III, Section 3.5 | \$150.00 |

NOTE: Penalty provision for the offences indicated above is Section 6.1 of By-law No. 2019/####

SMOKING BY-LAW 2019/##### BEING A BY-LAW TO REGULATE SMOKING IN MUNICIPAL BUILDINGS AND MUNICIPAL WORKPLACES

SCHEDULE "B"

SIGNAGE

The following graphic symbol, or likeness thereof, shall be used to indicate the areas where smoking is prohibited pursuant to this by-law:

On a while background, with the circle and the interdictory stroke in red.

The graphic symbol referred to in Section 4 shall include the text « **City of Elliot Lake By-Law** in letters and figures at least five (5%) percent of the diameter of the circle in the symbol.



With respect to size of the graphic symbol, the diameter of the circle in the symbol referred to in this section shall be not less than ten (10 cm) centimetres.

Despite the fact that the symbol referred to is a cigarette, it shall include a lighted cigar, cigarette, pipe or any other lighted smoking instrument.

Deviations from the colour or content or the signs prescribed by this section that do not affect the substance or that are not calculated to mislead do not invalidate the signs.

Any sign prohibiting smoking that refers to a by-law of an old municipality is deemed to be referring to this by-law.

SMOKING BY-LAW 2016/102 BEING A BY-LAW TO REGULATE SMOKING IN MUNICIPAL BUILDINGS AND MUNICIPAL WORKPLACES

SCHEDULE "C"

| CITY OF ELLIOT LAKE MUNICIPAL BUILDINGS | | | | | |
|---|---|----------|--|--|--|
| DESCRIPTION | ADDRESS | TOWNSHIP | | | |
| Municipal Main Office | 45 Hillside Drive North, Elliot Lake, ON | | | | |
| Fire Services - Administration | 55 Hillside Drive North, Elliot Lake, ON | | | | |
| Fire Station # I | 55 Hillside Drive North, Elliot Lake, ON | | | | |
| O.P.P. Police Services Offices | 47 Hillside Drive North, Elliot Lake, ON | | | | |
| Civic Centre | 255 Highway 108, Elliot Lake, ON | | | | |
| Centennial Arena | 180 Spruce Road, Elliot Lake, ON | | | | |
| W.H. Collin Community Centre | 120 Hillside Drive North, Elliot Lake, ON | | | | |
| Community Pool | 301 Mississauga Ave., Elliot Lake, ON | | | | |
| Mount Dufour Ski Area | 10 Ski Hill Road, Elliot Lake, ON | | | | |
| Stone Ridge Golf Course | 71 Nordic Mine Road, Elliot Lake, ON | | | | |
| Public Works Garage | 3- 7 Timber Road, Elliot Lake, ON | | | | |
| | | | | | |
| Landfill Site | 0 Scott Road, Elliot Lake, ON | | | | |
| Water Treatment Plant | 200 Spine Road, Elliot Lake, ON | | | | |
| Sewage Treatment Plant | 2 Scott Road, Elliot Lake, ON | | | | |
| Baseball Diamond | | | | | |
| Tennis Court | | | | | |
| Soccer Field | | | | | |

NOTE:

As the Municipality acquires/leases other properties or builds other facilities these new municipal sites will be immediately subject to the City of Elliot Lake Smoking By-Law No. 2019/###; until such time as this schedule is updated accordingly.

SMOKING BY-LAW 2016/102 BEING A BY-LAW TO REGULATE SMOKING IN MUNICIPAL BUILDINGS AND MUNICIPAL WORKPLACES

SCHEDULE "D"

MAP OF DESIGNATED SMOKING AREAS FOR THE CERTAIN MUNICIPAL BUILDINGS

As identified in Section 3.3, the following municipal buildings will have designated smoking areas:

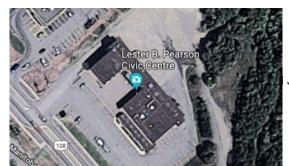
(i) City of Elliot Lake Town Hall (location may vary - not to scale)



(ii) Elliot Lake Arena / Community Centre (location may vary - not to scale)



iii) Lester B. Pearson Civic Centre (location may vary - not to scale)



Jan 29 2019



(iv) W. H. Collins Centre (location may vary - not to scale)



(v) Stone Ridge Golf Course (location may vary - not to scale)



(vi) MT Dufour Ski Area (location may vary - not to scale)



d Jan 29 2019



The Corporation of the City of Elliot Lake

Staff Report PW-Transit-Gas Tax funding

Director of Public Works

for the Consideration of Council

RE: MINISTRY OF TRANSPORTATION FUNDING AGREEMENT

OBJECTIVE

To provide Mayor and Council with information regarding the Dedicated Gas Tax Funding Agreement proposed between the Ministry of Transportation and the City of Elliot Lake.

RECOMMENDATION

That Staff Report **PW-Transit-Gas Tax Funding** dated January 24th, 2019 of the Director of Public Works be received;

and that the Corporation of the City of Elliot Lake enter into a Funding Agreement with the Province of Ontario as represented by the Minister of Transportation with respect to the Dedicated Gas Tax Funds for Public Transportation Program which sets out the terms and conditions for the use of dedicated gas tax funds by the Municipality.

Respectfully Submitted

Approved

Daryl Halloch

Director of Public Works

Daniel Gagnon

Chief Administrative Officer

BACKGROUND

The Dedicated Gas Tax Funds for Public Transportation Program was established by the Province of Ontario and is administered by the Ministry of Transportation. The purpose of the program is to encourage economic growth, while reducing Municipal congestion and pollution through the financial support of public transit systems. The program is initiated annually through a process which includes a signed agreement between the Municipality and the Province which is supported by a Bylaw.

This year, the province is providing \$364 million through the gas tax program to expand and improve public transit. For 2018/2019, 107 municipalities will receive funding.

Pursuant to the *Dedicated Funding for Public Transportation Act, 2013, S.O. 2013,* (the "DFPTA"), a portion of the Provincial gasoline tax revenue equalling two cents per litre of fuel is dedicated to this program.

The appended letter of agreement sets out the terms and conditions associated with the use of gas tax funds provided for the Municipality by the Province of Ontario. Signed copies of the appended agreement, and the supporting Bylaw are required to be submitted to the Ministry of Transportation no later than February 12th, 2019.

ANALYSIS

The calculation of eligible funds received is based on the 2017 annual Canadian Urban Transit Association (CUTA) report submitted by the Municipality. Receipt of the funding is contingent on the Municipality having successfully completed the 2017 Gas Tax reporting forms which are submitted to the Ministry annually.

The funds must be used to offset transit costs beyond the Municipalities baseline operating expenses. The funds can be spent in any of the following areas;

- Promotional efforts designed to increase ridership;
- Operating expenditures, including extension of operating hours, that are beyond baseline;
- Capital expenses associated with replacement of vehicles, provided that Canadian content criteria is met in the procurement process;
- Improvement initiated to increase or enhance public safety;
- Major refurbishment of units beyond baseline budgeted amounts;

Qualifying expenses are calculated and submitted to the Ministry of Transportation on an annual basis to ensure that all reporting and accountability measures required under the agreement are complied with.

FINANCIAL IMPACT

The City of Elliot Lake is eligible to receive an allocation of \$129,777.00 for this fiscal year with \$97,333.00 payable upon receipt of the signed letter of agreement and authorizing by-law.

SUMMARY

Entering into this funding agreement is necessary in order for the Municipality to gain access to funds made available through the *Dedicated Funding for Public Transportation Act*. The initial payment of \$97,333.00 will be payable on receipt of a signed copy of the appended agreement and the associated Bylaw.

Ministry of Transportation

Office of the Minister

Ferguson Block, 3rd Floor 77 Wellesley St. West Toronto ON M7A 1Z8 416 327-9200 www.ontario.ca/transportation Ministère des Transports

Bureau du ministre

Édifice Ferguson, 3e étage 77, rue Wellesley Ouest Toronto ON M7A 1Z8 416 327-9200 www.ontario.ca/transports





Mayor Dan Marchisella City of Elliot Lake 45 Hillside Drive North Elliot Lake ON P5A 1X5

Dear Mayor Marchisella:

RE: Dedicated Gas Tax Funds for Public Transportation Program

This Letter of Agreement between the **City of Elliot Lake** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario, (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2018/19 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

51. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to \$129,777 ("the "Maximum Funds") in accordance with, and subject to, the terms set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.

- 52. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a certified copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with \$97,333; and any remaining payment(s) will be provided thereafter.
- 3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
- 4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
- 5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
- 6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
- 7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2018/19 Program year.
- 8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.

- 9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
- 10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
- 11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.
- 12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
- 13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
- 14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print it, secure the required signatures for it, and then return a fully signed copy, in pdf format, to the following email account:

MTO-PGT@ontario.ca

Sincerely,

Jeff Yurek

Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms.

| Municipality | | |
|-----------------------------------|-------|---|
| Per: | Date: | |
| Mayor | | - |
| Per: | Date: | |
| Chief Financial Officer/Treasurer | | - |



The Corporation of the City of Elliot Lake

Staff Report 2018 Water Summary Report

Report of the **Director of Public Works** for the Consideration of Council

RE: SUMMARY REPORT FOR MUNICIPALITIES

OBJECTIVE

To provide Mayor and Council with information as required under the Safe Drinking Water Act, 2002 – O. Reg. 170/03 – Schedule 22 (Summary Reports for Municipalities).

RECOMMENDATION

THAT Staff Report 2018 Water Summary Report dated January 30, 2019 of the Director of Public Works be received;

AND THAT the Summary Report for Municipalities be posted on the City's website and made available in print (free of charge) to members of the public upon request.

Respectfully Submitted

Approved

Daryl Halloch

Director of Public Works

Daniel Gagnon

Chief Administrative Officer

January 30, 2019

BACKGROUND

Schedule 22 of Ontario Regulation 170/03, sub-section 22-2 (1) states that; The owner of a drinking water system shall ensure that, not later than March 31 of each year after 2003, a report is prepared in accordance to subsections (2) and (3) for the preceding calendar year and is given to, in the case of a drinking water system owned by a municipality, the members of the municipal council.

- (2) The report must,
 - (a) list the requirements of the Act, regulations, the system's approval and any order that the system failed to meet at any time during the period covered by the report and specify the duration of the failure; and
 - (b) for each failure referred to in clause (a), describe the measures that were taken to correct the failure.
- (3) The report must also include the following information for the purpose of enabling the owner of the system to assess the capability of the system to meet existing and planned uses of the system:
 - 1. A summary of the quantities and flow rates of the water supplied during the period covered by the report, including the monthly average and maximum daily flows and daily instantaneous peak flow.
 - 2. A comparison of the summary referred to in paragraph 1 to the related capacity and flow rates approved in the system's Municipal Drinking Water License.

ANALYSIS

Please refer to the attached report.

FINANCIAL IMPACT

Not applicable

LINKS TO STRATEGIC PLAN

The information found in the Summary Report aides in educating members of our community regarding infrastructure operations. The report is consistent with the commitment identified by Mayor and Council within the Strategic Plan focusing on "Continued Investment into Infrastructure".

SUMMARY

This report provides evidence and assurances to Mayor and Council that as Officers of the Corporation, Council is exercising the prescribed standard of care with respect to the operations of the water treatment system. Receiving this report will ensure the municipality's compliance with regard to prescribed legislation under the Safe Drinking Water Act.

January 30, 2019

The Mayor and Members of Council City of Elliot Lake Municipal Office 45 Hillside Drive North Elliot Lake, Ontario P5A 1X5 City of Elliot Lake

ATTENTION: Mayor and Members of Council

RE: ELLIOT LAKE WATER TREATMENT PLANT SUMMARY REPORT FOR MUNICIPALITIES: Municipal Large Residential

Your Worship Mayor Marchisella and Members of Council:

Please find attached, the 2018 Summary Report for the Elliot Lake Water Treatment Plant. This report has been prepared in accordance to the guidelines set out in Schedule 22 of the Safe Drinking Water Act, 2002 (Ontario Regulation 170/03).

The report covers the period from January 1, 2018 to December 31, 2018.

Please direct any questions or concerns to the undersigned.

Yours truly,

Daryl Halloch Director of Public Works

Elliot Lake Water Treatment Plant 2018 Summary Report

The purpose of this report is to summarize water quality and quantity data pertaining to the Elliot Lake Water Treatment Plant.

This report is prepared in accordance with Schedule 22 of Regulation 170/03 of Ontario's Safe Drinking Water Act and covers the reporting period from January 1, 2018 to December 31, 2018.

The report contains the following information:

- A summary of the quantities and flow rates of the water supplied including a monthly average and maximum daily flows.
- A comparison of the peak flows and capacities to the rated capacities referenced in the drinking water works permit and municipal drinking water licence.
- A listing of all requirements of the Act, the Regulations, the systems Drinking Water Permit
 and Licence, and applicable system approvals that the system failed to meet during the
 period covered by the report. This includes any measures taken to mitigate the failure and
 the duration of the incident.
- Terms and conditions identified in the Act, relevant regulations, drinking water permit, and municipal drinking water licence.

Under the Regulation, this report must be provided to Members of Municipal Council not later than March 31st of each calendar year.

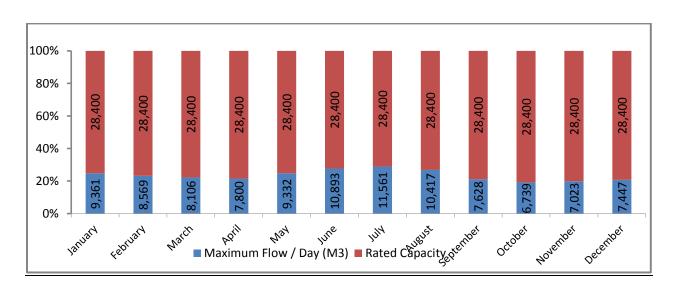
Upon approval by Council, the report is posted on the City of Elliot Lake website and can be found at the following link: http://www.cityofelliotlake.com/en/cityhall/operationsreports.asp

Annual Quantities and Flow Rates:

| MONTH | Minimum Flow / Day (M³) | Maximum Flow / Day (M³) | Average Flow / Day (M³) | Instantaneous Peak flow (I/s) | Total Flow (M³) |
|-----------|----------------------------|-------------------------------|----------------------------|----------------------------------|-----------------|
| January | 5,862 | 9,361 | 7,699 | 176.32 | 251,632 |
| February | 6,459 | 8,569 | 7,216 | 178.35 | 213,139 |
| March | 5,617 | 8,106 | 6,767 | 180.48 | 221,809 |
| April | 4,975 | 7,800 | 6,467 | 177.25 | 206,231 |
| May | 4,269 | 9,332 | 6,470 | 186.32 | 211,669 |
| June | 4,900 | 10,893 | 7,405 | 174.86 | 233,467 |
| July | 5,398 | 11,561 | 8,294 | 162.81 | 273,073 |
| August | 4,642 | 10,417 | 7,111 | 149.10 | 233,477 |
| September | 4,163 | 7,628 | 5,920 | 166.18 | 188,085 |
| October | 4,809 | 6,739 | 5,741 | 199.21 | 187,793 |
| November | 4,736 | 7,023 | 6,098 | 164.94 | 192,428 |
| December | 5,332 | 7,447 | 6,587 | 166.83 | 213,972 |
| Minimum | 4,163 | 6,739 | 5,741 | 149.10 | 187,793 |
| Maximum | 6,459 | 11,561 | 8,294 | 199.21 | 273,073 |
| Average | 5,097 | 8,740 | 6,815 | 173.55 | 218,898 |
| | | | | Total Flow for 2018 | 2,626,774 |

Annual quantities and flow rates are outlined in the table above.

Comparison of Maximum Daily Flow to Rated Capacity 2018



As noted in the graph above, the maximum rated capacity of **28,400** m³/day (as identified in the facility's Municipal Drinking Water Licence) was not exceeded for the period of this report.

Regulatory Inspection

The Ministry of Environment and Climate Change did not complete a facility inspection in 2018.

Compliance Report

Section 18 of the Safe Drinking Water Act requires the system operator to report adverse test results or conditions immediately after the result is obtained or situation identified.

A test result is considered adverse when the sample being tested fails to meet the prescribed drinking water standards. Limits for all parameters being tested under the Acts and Regulations are identified under the various Regulations associated with the Safe Drinking Water Act, 2002.

Adverse test results must be identified in the Summary Report.

Situations involving the depressurization of any portion of the distribution system for repair of a watermain can be deemed as an adverse event due to the potential for contamination through back siphonage or pressurized backflow. These incidents are included in the list of adverse events. They are indicated as <u>evidence of best practice</u> on the part of the Public Works Department.

There were 4 instances in 2018 where reports were made to the Health Unit and Spills Action Centre in accordance with Section 18 of the Safe Drinking Water Act.

Corrective Action:

When repairs or maintenance are carried out on the distribution system and they require complete depressurization of any part of the system, the Algoma Health Unit is notified. This scenario is considered to be a "failure of mechanical containment", which can potentially lead to contamination through back siphonage or pressurized backflow.

These situations are treated as an adverse incident by the Algoma Health Unit, and either a Boil Water Advisory or Drinking Water Advisory is issued in order to protect the consumer from potential risks. Boil Water Advisories are issued when the risk to the system is deemed to be bacteriological in nature, whereas a Drinking Water Advisory is issued in situations where the Health Unit is concerned with physical, chemical, or organic contamination.

Following the repair, flushing is undertaken to restore water quality. Once flushing is completed, two consecutive sets of bacteriological tests are taken 24 hours apart. If the test results meet the required parameters, the advisory is lifted.

In situations where bacteriological counts are detected during sampling, the Algoma Health Unit and Spills Action Center are notified. Typically, a Boil Water Advisory is issued and remains in place until two consecutive sets of bacteriological tests are taken, at 24 hour intervals. If the test results meet the required parameters, the advisory is lifted.

Adverse Water Quality Incidents:

| Incident Date | Parameter | Results | Unit of Measure | Corrective Action | Corrective Action Date |
|------------------|------------------------------------|---------------------|--------------------|---|---------------------------|
| Feb-12-18 | Water Main Repair | Pressure Loss | PSI | Boil Water Advisory Flush and sample | Feb-16-18 |
| May-30-18 | Sample result – Microbiological | 1 Total Coliform | CFU/100 ml | Re-sample Residence | June-04-18 |
| Nov-29-18 | Sample result – Microbiological | Pressure Loss | PSI | Boil Water Advisory Flush and Sample | Dec-03-18 |
| Dec-06-18 | Sample result – Microbiological | 2 Total Coliform | CFU/100 ml | Re-sample Residence | Dec-10-18 |

Identified Terms and Conditions

Performance:

The Elliot Lake Water Treatment Plant meets the requirement of the Ontario "Drinking Water Standards." Disinfection of treated water is achieved as per Ministry Procedure B13-3. Required CT was continuously monitored and met at all times ensuring appropriate levels of disinfection were attained.

Backwash water discharge suspended solids were monitored with an average of **14.2 mg/l** which is below the required **25 mg/l** annual average.

Monitoring and Recording:

Flow meters, chlorine analyzers and turbidimeters are calibrated per manufacturer's specifications. Third party certification is secured on an annual basis as a quality assurance and quality control measure.

Operations and Maintenance:

Maintenance of the water treatment plant is conducted, monitored, documented, and controlled through a preventive maintenance program. All operators are certified with at least one operator certified at the designated level of the facility. All treatment chemicals meet A.W.W.A. (American Water Works Association) and ANSI / NSF 60 quality criteria for drinking water.

Process Parameters:

The following are the chemicals used and dosage rates:

- Polyaluminum Chloride (PAC) => 31.53 mg/l
- Hydrofluorosilicic Acid => 3.18 mg/l
- o Chlorine => 2.7 mg/l
- Hydrated Lime => 5.80 mg/l

Drinking Water Quality Management System

The Quality Management System (QMS) consists of an Operational Plan. The Operational Plan defines and documents various policies and procedures with respect to water quality management. These policies and procedures were established to meet the Province of Ontario's standards as identified within the Safe Drinking Water Act.

The Internal and Managerial Reviews along with a SAI-Global on-site Audit were all completed in 2018 as per the requirements outlined in the Operational Plan found in the Drinking Water Quality Management System.

Documentation:

Contingency plans, the Facility Operations Manual, Standard Operating Procedures and the Drinking Water Quality Management Standard are documents which will provide guidance in the event of an emergency, upset condition or breakdown. These documents are located in the office at the water treatment facility. Detailed drawings of the facility are centrally located in the Operational Control Room.



STAFF REPORT

REPORT OF THE CHIEF ADMINISTRATIVE OFFICER FOR THE CONSIDERATION OF COUNCIL RE. INTEGRITY COMMISSIONER SERVICE OPTIONS

OBJECTIVE

To provide Council with information related to a proposed change of Intergrity Commissioner service providers and related processes.

RECOMMENDATION

THAT the report of the Chief Administrative Officer re. Intergrity Commissioner Service options dated February 6, 2019 be received;

AND THAT the concept of replacing the current Intergrity Commissioner supplier with two separate Intergrity Commissioners be approved in principle as outlined in the staff report option C

AND THAT the CAO be directed to proceed with the required policy changes and details outlining the use of two distinct ICs and return to the next Council meeting accordingly.

Respectfully Submitted

Daniel Gagnon

Chief Administrative Officer

February 6, 2019

BACKGROUND

Elliot Lake was an early adopter of appointing an Integrity Commissioner (IC) to manage complaints under the city's code of conduct. ICs and codes of conduct must be in place by March 1, 2019. The city's IC is a lawyer from the Caledon area and has been under contract since 2017. Mr. Swayze is also the IC for much larger centres such as the cities of Sudbury and Barrie. His services have been called upon in varying degrees over the past 18 months. Mr. Swayze's hourly rate is \$320. His contract may be cancelled with 30 days written notice. That said, the contract cannot be severed in the middle of an investigation. As of the date of this report, there are no current investigations.

On March 1, 2019 the scope of work for all ICs in the province will include investigating concerns over the Municipal Conflict of Interest Act, in addition to complaints over the municipal code of conduct. Those concerns can be expressed by fellow councillors or the general public and complaints are free to file and the investigation costs absorbed by the municipality, not the complainant. This is a massive change over the previous conflict of interest act regime and administration is concerned it will invariably result in increased IC use in Elliot Lake (and countless other municipalities).

The IC will also be tasked with providing advice and guidance and training to councillors on their individual conflict of interest concerns.

ANALYSIS

In addition to budgeting additional fees in 2019, the city may wish to mitigate concerns over rising costs by having more than one IC. There is no legal reason why any municipality cannot have more than one IC. Admittedly, some protocol will need to be in place for spreading the work to the different ICs. That is being researched now and can relatively easily be accommodated.

Administration is seeking direction on the following options in advance of the March 1st change:

A: status quo. Retain Mr. Swayze and sally forth into the new conflict of interest regime at the same rate and level of service.

B: Contract E4M Inc. for IC services at \$150/hr and cancel the contract with Mr. Swayze by providing the 30 days notice. E4M is a non profit firm that provides advice with a slate of municipal administrative professionals and can contract legal advice as needed from Wishart Law. The have determined a rate of \$150 / hr for the IC work and work for conflict of interest interpretations.

C: Contract 2 ICs:

- E4M Inc. for conflict of interest interpretations and training/advice for councillors at \$150/hr
- Tony Fleming from the law from of Cunningham Swan for code of conduct investigations at \$295/hr

D: retain Mr. Swayze and have potentially 3 ICs (not recommended)



E: essentially option A, retain Mr. Swayze and issue an RFP for IC services in due time. (not recommended)

Option C is recommended since it provides a measure of flexibility and cost savings with the more local northern Ontario solution for practical advice and the guidance based largely in Sault Ste. Marie.

However, the role of code of conduct investigations should remain with an experienced IC and lawyer. Tony Fleming, a well respected lawyer and IC for several eastern Ontario municipalities based in Kingston. With two ICs on retainer if one becomes overworked with inquiries, not only from Elliot Lake but other communities, the city can have greater options.

Regardless, the city is working with E4M / Wishart Law office in SSM to draft or amend policies needed to address the new conflict of interest changes and other related best practices.

If the new policies are not in place by March 1st, the current ICs scope of work automatically includes conflict of interest advice and investigations.

Attached are the IC proposals from E4M Inc and Tony Fleming.

FINANCIAL IMPACT

The net impact of the change will vary widely based on the number of complaints from the public, fellow councillors and the complexity of the concerns. But the new concept of two ICs at slightly lower rates can only assist in cushioning some of the costs over the current rate of the IC.

LINKS TO STRATEGIC PLAN

n/a

SUMMARY

The City is striving to mitigate rising costs concerns and remain flexible with IC services in a rapidly changing landscape.



PROPOSAL FOR INTEGRITY COMMISSIONER

Cunningham, Swan, Carty, Little & Bonham LLP ("Cunningham, Swan") is pleased to submit this Proposal to the Corporation of the City of Elliot Lake to be its Integrity Commissioner.

PART 1 - COMPANY PROFILE

Cunningham Swan LLP is southeastern Ontario's premier full-service law firm. The Firm is celebrating its 125th anniversary in 2019 . Located in Kingston, our 30 lawyers and experienced support staff offer a broad range of legal services to individual, corporate and institutional clients in the private and public sectors throughout the region.

Our firm has a long tradition of providing legal services to local governments. Today, we act as solicitors or legal counsel to more than two dozen urban and rural municipalities, as well as a number of public utilities, conservation authorities, health units, hospitals and universities in southeastern Ontario and beyond.

We believe our large municipal client base reflects our firm's outstanding reputation for providing sound advice and effective representation on a wide range of issues facing municipalities. Our experienced lawyers provide timely advice related to all legal issues unique to municipal government.

We regularly provide opinions to council and senior staff related to Code of Conduct matters, managing council member's behaviour, closed sessions and with respect to investigations, both at the staff and council level. We provide advice related to the *Municipal Conflict of Interest Act* and have successfully litigated claims against municipal councillors under this legislation. Our firm also acts as Special Prosecutor for a number of municipalities for *Municipal Elections Act* prosecutions as well as bylaw prosecutions.

Our depth of experience translates well to the skills that are required of an Integrity Commissioner and Closed Session Investigator. We currently are retained by a number of upper and lower tier municipalities as their Integrity Commissioner. In addition to our appointment as Integrity Commissioner in other municipalities, our lawyers give advice and guide council decisions in municipal matters constantly, writing Codes of Conduct, providing advice on managing councillor behaviour and avoiding and managing investigations for our clients. There is no substitute for providing legal advice to municipal governments almost exclusively day-in and day-out.

PART 2. INVESTIGATIVE EXPERIENCE

Tony Fleming is the lawyer who will have primary contact with the City if the firm is awarded the role of Integrity Commissioner. Tony is certified by the Law Society of Ontario as a Specialist in Municipal Law (Municipal Governance and Land Use Planning and Development). The certification is recognition of Tony's experience and expertise in these areas developed over nearly 20 years of serving municipal clients. Prior to joining the firm, Tony was in-house Senior Legal Counsel with the City of Kingston for 6 years.

Tony has worked as legal counsel for the Technical Standards and Safety Authority, conducting prosecutions under its legislation related to: fuels handling, amusement devices, pressure vessels, upholstered articles and elevating devices. Tony also represents municipalities and school boards as special prosecutor under the *Municipal Elections Act* as well as prosecuting under Property Standards By-laws, Zoning By-laws and other municipal by-laws. These experiences involve fact-finding, investigations and legal analysis to prepare investigative briefs and documents to support the prosecution as well as providing advice related to searches and seizures and evidentiary issues in the quasi-criminal context.

Examples:

A. Conducting Investigations

Applying the Code of Conduct is more than conducting an investigation and writing a report with recommendations. Our starting point is always to consider the result; what is achieved by an investigation as opposed to an alternative method? In some cases, the investigation and a formal report is the only solution and the process itself can be an important part of establishing and reinforcing expectations. However, in many other circumstances alternatives should be considered. Not only is alternative dispute resolution a better use of resources, but oftentimes engaging in dispute resolution brings about a better result. Our view is that behaviour modification, not punishment, should be the first consideration.

Our firm recently completed an investigation as the Integrity Commissioner for a small rural municipality. We conducted an investigation of the Mayor and two Councillors brought about by a complaint by another Councillor. Our approach in this matter was guided by the fact that we previously concluded an investigation and formal report under the Code of Conduct for Employees – for complaints against the CAO

and staff brought by the same Councillor and dealing with the same general fact scenario/political issues.

Our investigation process for the Mayor and Councillors started with identifying the motivation behind the complaints and assessing whether an investigation was necessary and whether alternative dispute resolution might be effective. In this case, alternative dispute resolution was unlikely to be effective and we determined that the parties needed an investigation in order to bring closure to the issue.

In another situation, we received a request for an investigation in which the complainant requested an informal resolution process, but the complainant specifically stated that he/she was not prepared to communicate directly with the councillors about whom he/she was complaining. We drafted a letter to explain that the process of informal resolution could not be undertaken given the restrictions imposed by the complainant.

We then undertook a preliminary investigation of the written complaint and a review of the audio recording of the meeting that formed the basis of the complaint. After this preliminary review we determined that a full investigation was unnecessary and that there was no merit to the complaint. In accordance with the established procedure under this particular Code of Conduct, the Clerk was advised of the preliminary findings of the investigation and a letter was drafted to the complainant.

B. Confidentiality

As lawyers, we work in an environment of solicitor client privilege, the most protected of all confidential communications. We regularly provide advice and guide municipalities through closed meeting issues. We identify what is and is not confidential for our clients and appreciate the balance between transparency and effective governance. We understand the importance of maintaining the confidentiality of the information gathered during an investigation and the significant repercussions personally and institutionally if that confidence is breached.

C. Investigative Techniques

Our firm regularly engages Integrity Commissioners and investigators to conduct investigations for our municipal clients. We work closely with the investigators to ensure that they understand the true issues, motivations and needs of the client and we act as a resource for the investigation. Our experience in conducting investigations extends beyond the simple mechanics of the investigation itself.

When it comes to the actual mechanics of an investigation, our lawyers routinely engage in discoveries, cross-examinations and investigations in a variety of proceedings (including as Integrity Commissioners) which hone the craft of finding the

truth. Our ability to assess and synthesize vast amounts of information and deliver written conclusions and recommendations is second to none.

We have found the need increasingly over the last few years to assist municipalities with internal investigations related to misbehaviour of councillors. Our role is typically to facilitate an investigation by a neutral third party as most municipalities have not yet retained Integrity Commissioners. In many cases we assist council to act as its own investigative body and provide counsel through the process, most specifically when it comes time to craft resolutions and sanctions and to ensure procedural fairness in the process. We rely on closed sessions and solicitor client privilege to ensure confidentiality while ensuring that Council is well informed.

All of our experiences allow us to state with confidence that we can undertake the delicate task of investigating alleged breaches of the Code of Conduct, the *Municipal Conflict of Interest Act* or other ethics policies of the City with the utmost respect for confidentiality and with the credibility to develop appropriate recommendations.

D. Adjudicative skills

Our firm assists all of our municipal clients with Procedural matters. This extends beyond providing advice to Clerks and CAO's about process and governance, and extends to what we characterize as behaviour management.

Not all incidents of improper behaviour of councillors can or should be managed as a Code of Conduct investigation. Often matters are not dealt with under the Code of Conduct. Many of our clients have had success dealing with inappropriate councillor behaviour under the general power inherent in a council to govern the behaviour of its members. We routinely provide procedural and substantive recommendations and craft sanctions to be implemented by resolution. The subject matter of this type of advice includes harassment, conflicts of interest not captured by the *Municipal Conflict of Interest Act* and inappropriate behaviour towards staff, other councillors and ratepayers within or outside of codes of conduct.

We make recommendations to tailor the behaviour management recommendations to achieve the desired outcome, which may include limiting access to municipal facilities, restricting communications with staff, requiring behaviour management training or removing councillors from committees. Our clients appreciate both our experience in these types of sensitive matters as well as our ability to make recommendations that weigh the nature of the offence, the impact of the behaviour and the need to modify misbehaviour for individuals who may not be receptive to sanctions. While we are not making the ultimate decision, it is our recommendations that form the basis, in large part, for the decision.

We have been speaking truth to power for decades and have no hesitation when difficult decisions need to be made.

E. Developing Policies

We have recently reviewed and made extensive modifications to Codes of Conduct for a number of our municipal clients. Our preferred process involves meeting with clerks and senior staff to gain an understanding of particular issues for the municipality, and also better appreciate the administrative concerns that the amendments to the *Municipal Act* created.

Our proposed amendments in the Codes we recently dealt with combined new provisions to address the expanded requirements of the amended legislation, modifications to existing provisions to enhance clarity and ensure that the obligations of the Code could be understood, and developing processes to administer complaints and provide for alternatives to investigations. One particular upper tier municipality was concerned about how to control costs of investigations, costs for advice sought by councillors and whether limits could be imposed on the powers of the Integrity Commissioner. We developed solutions that worked within the limits imposed by the amended legislation and attempted to balance the concerns expressed.

PART 3. GENERAL MUNICIPAL KNOWLEDGE

Tony Fleming is currently appointed as the Integrity Commissioner for the following municipalities:

- Township of Rideau Lakes;
- Township of Elizabethtown-Kitley;
- Township of North Grenville;
- The United Counties of Stormont, Dundas and Glengarry;
- The County of Lanark;
- All of the lower tier municipalities within the County of Lanark;
- The Town of Carleton Place;
- The Town of Smiths Falls;
- The Municipalities of French River; Killarney, Markstay Warren and St. Charles;

- The Municipalities of Laurentian Valley, Admaston/Bromley, Whitewater,
 Pembroke and the Town of Renfrew
- The City of Quinte West

Tony is a member of the Municipal Integrity Commissioners of Ontario and receives and participates in forum discussions about issues relevant to the group.

A. Experience with Municipal Government

The firm currently acts for 24 lower and upper tier municipalities. Our role for these clients ranges from providing all of their legal services to providing more limited specialized advice in land use planning and governance where they have local counsel who deal with real estate and other more basic matters.

We regularly provide advice in open and closed session on any number of topics and conduct training for councils about staff/council relations and governance issues as well as orientation training. We also undertake staff training sessions about land use planning.

Tony Fleming was in-house counsel at the City of Kingston and was part of internal committees that provided advice and recommendations to Council on issues that were not necessarily legal focused. This role demanded a strong understanding of the political environment as well as the ability to integrate legal advice and the objectives of council.

B. Role of the Municipal Integrity Commissioner

Tony Fleming is the Integrity Commissioner to the municipalities listed above and has lectured to and trained councils about codes of conduct, conflicts of interest and the *Municipal Conflict of Interest Act*.

The firm also regularly retains and instructs Integrity Commissioners and third party investigators in discrete matters. Our role in these matters is to act as the bridge between council and the investigation and assist with gathering information and providing advice to council to implement the recommendations.

The firm has extensive experience dealing with the issues and process relevant to the various roles of an Integrity Commissioner; both acting as an Integrity Commissioner and providing advice to councils.

C. Practices and Procedures

We routinely draft procedural by-laws and make recommendations for amendments, as well as providing advice to staff and council on implementation.

We draft policies and amendments thereto on a variety of topics such as procurement, Council/Staff relations, disposition and acquisition of property and gifts and benefits.

As counsel to 24 municipalities our firm assists on all aspects of municipal governance, administration and internal process.

PART 4. KNOWLEDGE OF ONTARIO MUNICIPAL LAW

A. Applying the *Municipal Conflict of Interest Act*:

One of the new powers that will be exercised by the Integrity Commissioner in 2019 will be conducting investigations under the *Municipal Conflict of Interest Act*.

Our firm provides advice to councillors and private citizens about the application of this Act regularly. In 2017 we acted for a private citizen who commenced a claim under the Act against the Mayor of an urban municipality. We were successful in obtaining a declaration of the court that the Mayor had breached the Act and obtained a significant cost award in favour of our client.

In our opinion, this will be a significant area of complaints/requests and it is important that an Integrity Commissioner understand the need to assess the merits of any request and ensure that only legitimate complaints are subjected to an investigation. A proper vetting of such requests, including a detailed explanation of the decision, will be critical to managing this process in a cost-effective manner.

B. Providing advice to councillors:

Providing legal advice to councillors about their conduct, the code of conduct, ethical matters and the *Municipal Conflict of Interest Act* is a significant aspect of our practice. We deal with the Codes of Conduct for every municipality we act for and provide advice and recommendations to staff and individual councillors on a regular basis. We have extensive case law and opinion precedents to draw upon which makes providing such advice more cost effective.

C. Providing advice to Council:

We provided advice to a municipality recently related to a number of issues related to conduct of a councillor, including:

- disclosure of confidential information;
- conflict of interest; and

harassment.

Our role varied depending on the alleged breach. We worked with a third party investigator to undertake the harassment allegation; we provided direct advice, opinions and recommendations to assist council to deal with the disclosure of confidential information; and we worked with Council to craft sanctions, including how to implement the sanctions. A central concern in crafting the sanctions was to ensure that the actions could be defended if a challenge was brought under the Charter of Rights and Freedoms. We carefully drafted the sanctions to tailor the restrictions to be consistent with the municipality's Constitutional obligations, of critical concern as removing the Councillor from closed session meetings was a part of the advice.

A central aspect of any investigation or sanction upon which we provide advice is always the need to provide procedural fairness and the balance between confidentiality and ensuring that a Member accused of misconduct can understand the allegations with sufficient particularity that they can make a full answer and defence. The rules are significantly different if the investigation is a harassment complaint versus an Integrity Commissioner investigation and it is important to establish the clear rules and expectations early in the process so that the complainant, witnesses and the Member understand what to expect.

PART 5. PUBLIC RELATIONS AND EDUCATION

A. Dealing with Councillors, the media and the public

We routinely provide advice to municipalities about how to respond to public criticisms on social media and negative press. This is a difficult area in which to provide advice as the law is constantly evolving and is not well developed when it comes to social media and defamation. While it is clear that a municipality has no right to sue for defamation, staff and councillors are different; whether the municipal corporation will initiate an action on behalf of staff or members of council is a difficult policy decision. Our advice varies depending on the circumstances and the importance of the particular issue. We have drafted numerous cease and desist letters, Trespass Act orders, and have provided countless opinions about how to manage abusive comments. The constant theme of these types of interactions is that the unfortunate reality of working for or being elected to council is that a certain amount of public scrutiny and misguided comments are part of the role. It is rarely in

the best interests of the municipality to engage in a "war of words" with the public. But where they cross the line, we vigorously defend municipal staff and councillors.

We appear before municipal councils consistently, both in open and closed sessions, to provide advice, explain our opinions and to work with council to develop strategies and solutions to a variety of problems. While in-house counsel for the City of Kingston, Tony Fleming worked with council and committees to provide legal and policy advice, including integrating political considerations and business concerns into legal advice. Tony built on these experiences and has developed a true rapport with our municipal councils. Independent, prudent advice is always valuable, even if it is not always initially appreciated; we pride ourselves on giving the best advice, not the popular advice.

We deal directly with the public as instructed and appreciate the fact that as municipal solicitors we represent the municipality – and therefore must reflect the values of the municipality. Courtesy and tact are the cornerstones of our approach to public relations, even when dealing with very difficult personalities. We reflect on every email, letter and response to verbal question to ensure that the municipality is not viewed poorly as a result of our representation.

B. Providing education:

It is always preferable to avoid a conflict or understand what behaviour is expected rather than investigate incidents of bad judgement.

Continuing education is an important part of our commitment to our municipal clients. In recent years, we have conducted seminars for municipal politicians and staff on a wide range of issues, including: (i) introductory programs for new councillors on municipal, planning and conflict of interest issues, (ii) changes to environmental legislation, (iii) development approval procedures, (iv) greater use of delegated powers to improve municipal decision making; (v) efficient and effective systems for recovering tax arrears, (vi) the duty of care owed by municipal inspectors and by-law enforcement officers in the performance of their duties, (vii) liability issues related to environmental issues, and (viii) procedures for more effective and efficient municipal by-law prosecutions. We have also conducted sessions on council-staff relations, councillor interactions and code of conduct/conflict of interests.

Every fall we present a complimentary half day municipal law seminar in Kingston, Eganville (and starting in 2017, Williamsville) on topics of interest to municipal staff and politicians. 2017 marked the 6th anniversary of this seminar.

PART 6. REFERENCES

| Reference 1 | |
|------------------|--|
| Municipality | Tay Valley Township |
| Project | Municipal Solicitor |
| Contact name | Larry Donaldson, CAO |
| Telephone number | (613) 267-5353 |
| Email address | cao@tayvalleytwp.ca |
| Project details | Worked closely with staff and Council to manage a complex Councillor discipline matter which involved a number of ongoing breaches, including confidential information disclosure, and a harassment investigation. |
| | Our role varied depending on the alleged breach. We worked with a third-party investigator to undertake the harassment allegation; we provided direct advice, opinions and recommendations to assist council to deal with the disclosure of confidential information and breach of the Code. We worked with Council to craft sanctions, including how to implement the sanctions. A central concern in crafting the sanctions was to ensure that the actions could be defended if a challenge was brought under the Charter of Rights and Freedoms. We carefully drafted the sanctions to tailor the restrictions to be consistent with the municipality's Constitutional obligations, of critical concern as removing the Councillor from closed session meetings was part of the advice. |

| Reference 2 | |
|------------------|--|
| Municipality | Town of Carleton Place |
| Project | Integrity Commissioner |
| Contact name | Diane Smithson, CAO |
| Telephone number | (613) 257-6200 |
| Email address | dsmithson@carletonplace.ca |
| Project details | Currently appointed as Integrity Commissioner for Carleton Place. Drafted Code of Conduct and Council/staff Relations Policy and conducted Council orientation training. Undertook a complaint investigation initiated by a member of Council where the Mayor was alleged to have harassed and improperly directed staff. Interviewed staff and the Mayor and assessed the allegations and evidence to prepare a report with recommendations. The report was completed within the time mandated by the Code and recommendations for sanctions were presented to Council. The recommendations were complicated by the fact that the Mayor had been found to have breached the Code on previous occasions by a previous Integrity Commissioner and his remuneration had already been exhausted by Council sanctions as of |
| | the date of our report. We instead focussed on recommendations to modify the behaviour of the Mayor and tailored the sanction to protect staff and avoid repetitions of the offending behaviour. |

| Reference 3 | |
|------------------|--|
| Municipality | United Townships of Head, Clara and Maria |
| Project | Integrity Commissioner |
| Contact name | Melinda Reith, Clerk/CAO |
| Telephone number | (613) 586-2526 |
| Email address | hcmclerkmreith@gmail.com |
| Project | We conducted an investigation of a number of staff, including the CAO, brought by a councillor under the Employee Code of Conduct. We subsequently conducted an investigation brought by the same councillor against 2 members of Council and the Reeve related to similar issues. In total 19 complaints against Councillors and the Reeve were investigated. Lengthy interviews and fact investigation was required in order to develop a final report and recommendations. This engagement required us to manage a difficult internal conflict among councillors and staff. The recommendations attempted to identify the underlying cause of the conflict and presented recommendations designed to guide future behaviour in a situation where there was no significant breach of the Code. The complaining Councillor was cautioned about the merits of the complaint and the report encouraged the members of Council and staff to work together to heal the divisions created by the Council decision that had caused the behaviours complained about. |

APPROACH

If successful, Tony Fleming will have the primary responsibility for undertaking investigations and providing advice. Where appropriate, and to ensure the best value for the City, Tony will assign tasks and monitor the progress and the quality of the work on all matters. All work is assigned to the lawyer or staff member with the experience to deal with the matter, but at the most effective hourly rate. Multiple counsel are not assigned to any file unless it is necessary, and even then we are conscious of ensuring that the primary driver for every file is delivering value – the best result at the most reasonable cost. Depending on the complexity of an investigation,

this might include assigning an associate lawyer to undertake interviews or document reviews, all with appropriate supervision.

The first task for any complaint received is to undertake a preliminary assessment to determine the most appropriate method to respond. Our initial response is not to commence an investigation, it is to understand the issues and consider the nature of the complaint and the potential for dispute resolution.

Communication at appropriate milestones is critical and we understand the importance of ensuring that the complainant and the parties to the complaint are part of the solution and feel that their interests are understood. We also appreciate the budget implications of this type of work and we always work with our clients to consider cost effective solutions while ensuring that the process is independent of Council and senior staff.

Depending on the nature of the complaint and the complexity of the issues we tailor the investigation to the situation. We often undertake in-person interviews, but in other circumstances we conduct telephone interviews. We also try to understand the local issues that are often behind complaints so that we can filter out extraneous facts and focus on the driving factors and underlying problems.

GENERAL QUALIFICATIONS

We believe our firm and its lawyers meet and exceed the needs of the City for all of the qualities that an Integrity Commissioner must display.

Specifically:

- a) Proven impartiality:
 - Special Prosecutor under the *Municipal Elections Act* for various municipalities
 - Prosecutor for the Technical Standards and Safety Authority and many municipalities
- b) Flexible services
 - Prepared to accept a retainer with no guaranteed work
 - No annual retainer fee required
- c) No conflicts of interest
 - If successful, no member of the firm would accept competing work
 - No political affiliations within the City

- d) Independent and ethical
 - The firm's integrity and ethics is beyond reproach
 - Our loyalty and duty is to our clients, without exception
- e) Experienced with investigations
 - Our lawyers manage very sensitive matters and investigations routinely
- f) Excellent communication skills
 - We take great pride in our communication skills
 - We understand that when delivering unwelcome recommendations it is even more important to communicate clearly and precisely
- g) Understanding of council operations
 - We act for over 24 municipal governments
 - We advise on investigation process and undertake investigations
- h) Understanding municipal government
 - Our firm takes great pride in representing the public interest through our assistance to our municipal clients
- i) Impartiality and sound judgment
 - Our lawyers provide the advice to municipal governments that they need to hear, not the advice that they want to hear

COST

The financial proposal is attached as Appendix 1.

We appreciate the opportunity to submit this Proposal and will be pleased to answer any further questions or provide any additional information as the City may require.

Dated at Kingston this 10th day of Januaray, 2019.

Respectfully submitted

Cunningham, Swan, Carty, Little & Bonham LLP

Appendix 1 Financial Proposal

| Tony Fleming, Partner | \$295 |
|---|-------|
| Certified Specialist (Municipal/Planning) | |
| Alan Whyte, Partner | \$295 |
| Kalen Ingram, Associate | \$225 |
| Rob Gencarelli, Associate | \$195 |
| Municipal Law Clerk | \$150 |
| Articling Students/Research Lawyers | \$150 |

We are also open to discussing block fee billing for opinion and advice matters. For complex matters, we provide a budget in advance of undertaking the work and invoice monthly so that the City has current billing information. In the event that the matter requires work outside the scope of the initial budget, that is discussed with the instructing staff person and additional instructions are sought prior to undertaking additional work not previously authorized. With a full-service firm we have the luxury of having exceptional depth of lawyers. There will be no issue with service coverage for illness or vacation during the term of this agreement.

It is difficult to give an estimate in advance of turnaround time for advice and opinions given the variability of such requests. Each request will be discussed with the individual asking for an opinion and we will provide a date by which the opinion will be provided, taking into consideration the specific needs of the requester such as upcoming council meetings. We appreciate that in order to be meaningful advice has to be received in advance of the meeting in which the matter is discussed, and we will respect those deadlines.

DISBURSEMENTS

Disbursements are charged in accordance with the Law Society of Ontario's Rules of Professional Conduct and without mark-up.

Disbursements include out-of-pocket expenses paid to third parties for such items as registry office and court costs. They also include in-office expenses for such items as travel, photocopying, faxing, postage, delivery and on-line computer research costs.

Travel costs are charged at the Ontario government employee rate in effect from time to time and travel time costs will be discussed prior to incurring the costs to ensure that value is commensurate with the matter. Photocopy and fax charges are at the rate of \$0.25 per page. Postage, delivery, long distance telephone and on-line computer research charges are on a straight cost recovery basis only.

There would be no changes to our fees or disbursement policies over the term of the agreement.

Memo



To: Natalie Bray

From: Dan Marchisella

CC: Nicole Ottolino

Date: February 6, 2019

Re: CAO Performance Evaluation

Good Afternoon Ms. Bray,

It has now been one year since the hire of Mr. Gagnon as the CAO for the City of Elliot Lake.

Please include in the February 11th, 2019 Council Agenda; CAO Performance Evaluation. This item is to be discussed in "Closed Session"; as this matter deals with personal information about identifiable individuals, including municipal or local board employees, it may be discussed in closed session under Section 239 (2)(b) of the Municipal Act.

Mr. Gagnon will be appointed "Clerk pro-temp" for this portion of the meeting in order to review the consolidated evaluation and self-evaluation documents. Upon approval, these will then be forwarded to HR in order to be a part of Mr. Gagnon's personal record with the municipality.

I will provide copies of the evaluation for members of Council and the CAO for discussion at the meeting, for closed session viewing.

Thank you for your attention,

Dan Marchisella

Mayor.



STAFF REPORT

REPORT OF THE CHIEF ADMINISTRATIVE OFFICER FOR THE CONSIDERATION OF COUNCIL

OBJECTIVE

To provide Council with information related to a proposed Rogers cell tower in Elliot Lake.

RECOMMENDATION

THAT the report of the Chief Administrative Officer dated February 6,2019 be received;

AND THAT the City provide a letter of concurrence confirming that Rogers consulted with the community and the city on the proposed site at 1 College Place in Elliot Lake.

Respectfully Submitted

Daniel Gagnon

Chief Administrative Officer

BACKGROUND

Rogers telecommunications is planning a 70 metre cell tower on private property at 1 College Place. Rogers's contractor has arranged a public consultation process and sought comments from the city on the proposed site. City planners reviewed the proposal and have no concerns. Rogers managed a public consultation program (outlined in detail in the attached documents) meeting all federal requirements.

ANALYSIS

N/A

FINANCIAL IMPACT

There will be no financial impact to the city.

LINKS TO STRATEGIC PLAN

An additional cell tower supports the goals of Elliot Lake becoming a wireless community and in addition to supporting the local business community.

SUMMARY

Staff recommends that a letter of concurrence be sent confirming that Rogers consulted with the community and the city on the proposed site at 1 College Place in Elliot Lake.





Tel: (905) 928-9481 Fax: (888) 622-4939 482 South Service Road East, Suite 130 Oakville, Ontario L6J 2X6 www.forbesbrostid.ca

January 7, 2019 Sent via email

Daniel Gagnon, Chief Administrative Officer The Corporation of the City of Elliot Lake 45 Hillside Drive North Elliot Lake, ON P5A 1X5

CLIENT: Rogers Communications Inc.

RE: Request for Concurrence - Proposed 70m Self-Support Tower

Site ID: C6496 – Hwy 108 & Esten Dr. S. Address: 1 College Place, Elliot Lake, ON

Mr. Gagnon,

Forbes Bros. Ltd. on behalf of Rogers Communication Inc. would like to inform the City of Elliot Lake that consultation process as required by Innovation, Science and Economic Development Canada (ISED) has been completed for the proposed 70m self-support tower located at 1 College Place, Elliot Lake.

The approval authority for wireless telecommunication towers is within ISED, under the Radiocommunication Act. ISED's Radiocommunication and Broadcasting Antenna Systems – CPC-2-0-03, Issue 5 outlines the process for the proponent to follow and encourages the establishment of policies from the land-use authority as they are best positioned to contribute to optimum siting of facilities to meet their own community needs.

ISED's *Radiocommunication and Broadcasting Antenna Systems – CPC-2-0-03, Issue 5,* can be retrieved at: https://www.ic.gc.ca/eic/site/smt-gst.nsf/vwapj/cpc-2-0-03-i5.pdf/\$file/cpc-2-0-03-i5.pdf.

ISEDC requires the proponent to consult and obtain land-use authority concurrence in writing prior to moving forward with a proposed installation. The City of Elliot Lake has not established their own policy for establishing telecommunication sites but will be consulted while following ISEDC's Default Public Consultation Process for this proposed installation.

Land-Use Authority Consultation

Submitted information package on November 20, 2018 to provide the City of Elliot Lake with the following:

- Purpose
- Site Selection
- Coverage Maps
- Co-location Opportunities Considered
- Proposed Location, Tower and Site Details
- Photo Renderings
- Survey

Default Public Consultation Process

- Mail Notification
 - ISEDC requires a mail notification to be sent to adjacent property owners and neighbouring land-use authorities within 3 times height of tower (3*70m=210m), measured from base of tower. The mail notification was sent on November 19, 2018 using the mailing list provided by the City.
- Public Notice
 - ISEDC requires a public notice to be published in a local newspaper if proposed structure is greater than 30m. The public notice was published on November 29, 2018 in *The Standard*.
- The notifications provided a minimum of 30 days' for residents to make a written submission or request of additional information.
- Last day to receive submissions on this proposal was January 2, 2019.

Correspondence Summary

During the consultation process the proponent discussed the proposal with one resident who objected to the proposed tower due to health concerns, specifically that the safety of the frequencies used to provide wireless services has not been proven safe in addition to questioning the credibility of Health Canada and their Safety Code 6 (SC6) RF exposure limit guidelines that ISED requires mandatory compliance by the proponent. The resident also questioned if the proposed tower would comply with City Zoning.

The resident was provided a formal response by email to address health concerns such as explaining SC6 RF exposure limit guidelines are amongst the most rigorous science-based limits in the world and provided a number of resources for additional information from Health Canada as well as the Royal Society of Canada Expert Panel who reviewed SC6 in 2013. Additional websites that provide unbiased information was included. It was also explained these sites are federally regulated under the Radiocommunication Act and municipal by-laws such as zoning would not be applicable as these sites are permitted in any zone.

The resident provided a formal objection with a detailed response that questioned the science for SC6 and credibility of Health Canada but stated as previously discussed that both parties would agree to disagree. The resident was provided with an addition response to clarify a couple of items. While ISED does not consider questions such as whether the Radiocommunication Act, ISED's protocol, SC6, locally established by-laws, other legislation, procedures or process are valid or should be reformed in some manner to be relevant, it was noted that that the resident's objection for health concerns would be included in the request for concurrence to the City.

Request for Concurrence

A total of 11 property owners within 210m of the proposed 70m self-support tower were invited directly by a mail notification and the general public were invited by a public notice published in the local newspaper to participate in this consultation process by making a submission. The proponent discussed and corresponded with one resident who formally objected to the proposed tower due to health concerns.

As ISED does not consider questions on SC6 relevant and no other submissions received, please accept this as a request for concurrence from City of Elliot Lake for Rogers proposed 70m self-support tower as

described in the information package submitted on November 20, 2018. All correspondence has been included in this request for concurrence.

Sincerely,

Jay Lewis

Forbes Bros. Ltd.

DATE

Jay Lewis Forbes Bros. Ltd. 482 South Service Road East, Suite 130 Oakville, ON L6J 2X6

CLIENT: Rogers Communication Inc.

RE: Letter of Concurrence

Proposed 70m Self-Support Tower

Site ID: C6496 – Hwy 108 & Esten Dr. S. Address: 1 College Place, Elliot Lake, ON

Dear Mr. Lewis

The approval authority for wireless telecommunication towers is within Innovation, Science and Economic Development (ISED) Canada under the *Radiocommunication Act.* ISED's *Radiocommunication and Broadcasting Antenna Systems — CPC-2-0-03, Issue 5* outlines the process for the proponent to follow and encourages the establishment of policies from the land-use authority as they are best positioned to contribute to optimum siting of facilities to meet their own community needs.

The City of Elliot Lake has not established their own policy and Forbes Bros. Ltd. has completed municipal and public consultation process as required by ISED's Default Public Consultation Process that included the following:

Municipal Consultation

Submitted an information package on December 9, 2016 to the Town of LaSalle that included the following:

- Background Information
- Co-Location Opportunities Considered
- Proposed Location, Tower and Site Details
- Mail Notification to Property Owners within 3 time height of tower (3*45m=135m), measured from subject property
- Public Notice to be Published in The LaSalle Post
- Survey

Default Public Consultation Process

- Mail Notification
 - ISEDC requires a mail notification to be sent to adjacent property owners and neighbouring land-use authorities within 3 times height of tower (3*70m=210m),

measured from base of tower. The mail notification was sent on November 19, 2018 using the mailing list provided by the City.

- Public Notice
 - ISEDC requires a public notice to be published in a local newspaper if proposed structure is greater than 30m. The public notice was published on November 29, 2018 in *The Standard*.
- The notifications provided a minimum of 30 days' for residents to make a written submission or request of additional information.
- Last day to receive submissions on this proposal was January 2, 2019.

Forbes Bros. Ltd. on behalf of Rogers Communication Inc. requested a letter of concurrence on January 7, 2019 that included all correspondence from the public consultation.

The City of Elliot Lake is providing this letter of concurrence for Rogers proposed 70m self-support tower located at 1 College Place, Elliot Lake as outlined in the information package submitted on November 20, 2018. This letter confirms that the requirements of Innovation, Science and Economic Development Canada default public consultation process have been fulfilled, the City has been consulted and the City has no objection.

Yours truly,



The Corporation of the City of Elliot Lake

Staff Report Uranium Heritage Days Street Dance Approval Request Report

Report of the Coordinator of Special Events for the Consideration of Council RE: Uranium Heritage Days Street Dance 2019

OBJECTIVE

To provide Council with a report on the Uranium Heritage Days Street Dance Expansion Request.

RECOMMENDATION

THAT Staff Report Uranium Heritage Days Street Dance Expansion Request Report of the Coordinator of Special Events dated 4 February 2019 be received;

And THAT the 2019 Street Dance be approved with an uppermost limit of \$21,500.

Respectfully Submitted,

Kate Matuszewski

Coordinator of Arts & Culture

Darla Hennessey

Coordinator of Special Events

Reviewed by,

Teresa Dunlop

Director of Recreation & Culture

Daniel Gagnon,

CAO

4 February 2019

BACKGROUND

This event historically has attracted 1,500 to 6,000 people and has showcased some of Canada's biggest bands and talent; putting Elliot Lake on the map for world class entertainment. The Street Dance when presented is the "major event" of the Uranium Heritage Days and provides a unique opportunity for the community and visitors to gather for a night of quality entertainment and socializing.

It is proposed to host this event in 2019 with four bands showcased: 1 touring, 1 tribute, 1 regional and 1 local band.

ANALYSIS

The City of Elliot Lake's summer festival has become known for presenting outstanding concerts with a focus on Classic Rock and Country, thus suiting the demographics of our community. An increase in artist fees, to \$16,000, will allow staff to better source bands of high caliber.

FINANCIAL IMPACT

In 2018 Council allocated \$20,000 to present the Street Dance. For 2019, the budget request is \$21,501. This Includes artist fees, staging/production that meets industry standards and contractual requests, load in/out and stage hands, electrical hook up and permits, marketing, hospitality, shuttle bus services, liquor licence, security fees, volunteer honorariums for bar sales, entrance tickets and clean up services.



Form F

Business Case - Operating

Department: Recreation & Culture / Uranium Heritage Days Street Dance

Expansion: Uranium Heritage Days Street Dance

Business Unit: 1-713-720

Program Expansion Introduction and Overview:

It is proposed to host this event in 2019 with four bands showcased. 1 touring, 1 tribute, 1 regional and 1 local.

Analysis of Current Business Process:

In 2018 Council allocated \$20,000 to run the event. The actual net loss of the event was \$18,910.

Background:

Historically, this event has attracted anywhere from 1,000 to 6,000 people and has showcased some of Canada's biggest bands and talent; putting Elliot Lake on the map for world class entertainment. The street dance is the "main event" of Uranium Heritage days and provides a unique opportunity for the community and visitors to gather for a night of quality entertainment and socializing.

Program Expansion Benefits:

The City of Elliot Lake's summer festival has become known for presenting outstanding concerts with a focus on Classic Rock and Country, and suiting the demographics of our community. An increase in the artist fees, to \$16,000 will allow staff to better source bands of a high calibre.

Program Expansion Costs:

In 2018 Council allocated \$20,000 to present the Street Dance. For 2019, the budget request is \$21,501. This Includes artist fees, staging/production that meets industry standards and contractual requests, load in/out and stage hands, electrical hook up and permits, marketing, hospitality, shuttle bus services, liquor licence, security fees, volunteer honorariums for bar sales, entrance tickets and clean up services.

Impact On Future Operating Budgets

The Department of Recreation and Culture recommends maintaining the Uranium Heritage Days Street Dance, budgeted line account in the net budget amount of \$21,501 annually, notwithstanding special years such as anniversaries.

Link To Strategic Plan

- To cultivate in the citizens of Elliot Lake an appreciation of arts and culture through accessible programming, arts and cultural facilities and entertainment that is available to all citizens.
- To further develop Elliot Lake as an all season destination as well as supporting local businesses.

Alternatives:

Form E3

| Non - Staff Expansion For | m | NOTE: Do not type in shaded cells | | |
|---|---|--|--|--|
| Department: Division (cost centre): Title / Description: | Recreation & Culture Uranium Heritage Days Street Dance 1.713.720 Atrist Fees | | | |
| | 2019 | Explanation | | |
| | | | | |
| Estimated Expenditures | | | | |
| Purchased Goods: (specify details) | | | | |
| • | | | | |
| • | | | | |
| • | | | | |
| Tabel Duraha and Conda | *** | | | |
| Total Purchased Goods | \$0 | | | |
| Purchased Services: (specify details • Program Expansion | \$) \$21,500 | This Includes artist fees, staging/production that meets industry standards and contractual requests, load in/out and stage hands, electrical hook up and permits, marketing, hospitality, shuttle bus services, liquor licence, security fees, volunteer honorariums for bar sales, entrance tickets and clean up services. | | |
| • | | | | |
| • | | | | |
| • | | | | |
| Total Purchased Services: | \$21,500 | | | |
| Minor Capital Expenses • Vehicle | | | | |
| Equipment | | | | |
| Software | | | | |
| Hardware | | | | |
| • Other | 14 11 11 | | | |
| Total Purchased Services: | \$0 | | | |
| Total Expenditures | \$21,500 | | | |
| Estimated Revenues (please provide | a detailed explai | nation of revenues). Please enter as a negative amount: | | |
| Internal Recoveries | d detailed exp | ideal of revenues j. I leade effect as a fraguette amount. | | |
| Partnership contribution | | | | |
| • Grant | | | | |
| Reduction in expenditure (i.e. | | | | |
| overtime - provide explanation) | | | | |
| External recoveries | | | | |
| Revenue | | | | |
| Total Revenue | \$0 | | | |
| Total Revenue | | | | |
| | 2019 | | | |
| Budget \$ impact: | \$21,500 | | | |
| budget \$ impact. | \$21,500 | | | |

URANIUM HERITAGE FESTIVAL STREET DANCE

Saturday, June 29, 2019 Proposed Budget

| | | | Budget | ACTUALS | NOTES |
|---------------|---------------------------|-------------|----------|------------|-------|
| Revenues | | | | · | |
| | Tkts @ 1200 attending | | 10 | | |
| Advc | 1,000 | 20.00 | - | | |
| Door | 200 | 30.00 | 6,000 | | |
| | Estimated Bar Sales | | 22,000 | | |
| Total Rever | nues | | 48,000 | | |
| | | | | | |
| Expenses | | | | | |
| | All Artists (inc openers) | Inc HST Exp | 16,262 | | \$16K |
| | SOCAN Fees @ 3% | | 780 | | |
| | Staging/Production | | 19,335 | | |
| | Load in/Load out | | 1,800 | | |
| | Hospitality* | | 4,474 | | |
| | Security & OPP | | 4,800 | | |
| | Fencing | | 1,100 | | |
| | Portable Toilets | | 1,900 | | |
| | Permits | | 175 | | |
| | Bar Supplies | | 11,000 | | |
| | Electrical | | 2,700 | | |
| | Printing (Tickets) | | 175 | | |
| | Marketing | | 2,000 | | |
| | Insurance | | (SE) | | |
| | City Groups/Donations | | 2,500 | | |
| | Contingencies | | 500 | | |
| Total Expen | ses | | 69,501 |) • | |
| Estimated N | Net Profit/(Loss) | | (21,501) | | |
| Hospitality/ | Accommodations:* | | | | |
| | ghts @ \$162 each | 3,240 | | | |
| Hospitality S | | 484 | | | |
| Catering | | 600 | | | |
| Hospitality F | Room Prep | 150 | | | |
| | • | 4,474 | | E in is | |
| | | | | | |
| Fixed Costs | for a Street Dance | 25,000 | | | |

Kate Matuszewski/Nov 2018/Projects/Uranium Heritage Days

Street Dance - Fixed Costs Estimate 2019

| Fixed Cost Expenses | 2018 |
|---------------------|--------|
| Staging/Production | 19,335 |
| Load in/Load out | 1,800 |
| Security & OPP | 4,800 |
| Fencing | 1,100 |
| Portable Toilets | 1,900 |
| Permits | 175 |
| Electrical | 2,700 |
| Insurance | |
| Total Expenses | 31,810 |

| Staging/Production | |
|----------------------------|------------|
| Breakdown | |
| Stage | 6,500 |
| Sound & Lighting | 6,525 |
| Backline | 400 |
| Generators Inc. Ins & Fuel | 3,380 |
| 3 Technicians (1.5 days) | 1,350 |
| Transport Cost | 600 |
| | 18,755 |
| HST / City Amt Charged | 580 approx |
| | 19,335 |
| | |

^{*} Backline is electronic audio amplification equipment and speaker enclosures that are placed behind the band or the rhythm section on stage, including amplifiers and speaker cabinets for guitars, bass guitars and keyboards and sometimes drums.

LINKS TO STRATEGIC PLAN

To continue to develop Elliot Lake as an all season destination as well as supporting the local Businesses

To cultivate in the citizens of Elliot Lake an appreciation of arts and culture through accessible programming, arts and cultural facilities and entertainment that is available to all citizens.

SUMMARY

Our recommendation is to expand the ability to contract high calibre artists to continue to celebrate our Uranium Heritage Days with a Street Dance. This venue for a quality celebratory concert event brings the community together for socializing and the enjoyment of good music. The main focus of this event is to bring people together and to offer affordable quality entertainment. Headliner bands can be considered a better fit for special years or as deemed appropriate.



STAFF REPORT

REPORT OF THE DIRECTOR OF PUBLIC WORKS FOR THE CONSIDERATION OF COUNCIL

OBJECTIVE

To provide Mayor and Council and Committees with information regarding results of the Tender re-RFP 2018-25 Valley Crescent & Hemlock Place Capital Improvements.

RECOMMENDATION

THAT the Engineering Consultant's Report RFP 2018-25 Submission Review dated January 31, 2019 be received;

AND THAT RFP OPS 2018-25 Valley Crescent & Hemlock Place Capital Improvements be awarded to the low bidder, being JI Enterprises in the amount of \$3,862,555.83 (\$3,418,191.00 + HST).

Respectfully Submitted

Daryl Halloch

Director of Public Works

Approved

Daniel Gagnon

Chief Administrative Officer

BACKGROUND

In early fall 2018, a work package for Valley and Hemlock improvements was tendered and the lowest bid came back nearly \$1.4 million above the monies set aside for the work.

The City and the Engineering Consultant were surprised at the difference and a review of the planning and budget creation process was undertaken. The City made the decision to withhold the award of a contract based primarily on the difference between the bids and the budget.

The scope of work is not particularly flexible if the City is to achieve the desired performance and infrastructure life-cycle objectives.

Options to advance the work included modifying the scope of work and delaying the work to avoid winter conditions. These changes were included in the retendering process and package RFP 2018-25 was put for Tender in December 2018 and closed January 25th, 2019.

Re: Scope

The bid package as re-tendered included several items that had been included as Addenda in the first tendering cycle. Otherwise the scope of work did not change in any material way.

ANALYSIS

Refer to the Consultant's Submission Review Report:

The Tender received five (5) bids (Three (3) more than last tendering cycle for this work). Bids are listed in order of price including HST from low to high as follows;

| • | JI Enterprises | \$ 3,984,855.73 |
|---|------------------------------|-----------------|
| • | Belanger | \$ 4,134,384.68 |
| • | Dominion Construction | \$ 4,239,362.36 |
| • | Denis Gratton Construction | \$ 4,307,467.34 |
| • | Beamish Construction | \$ 4.416.666.02 |

There were no material errors in the submissions and bonding was in order.

All five (5) bids were within a range of 10% of each other. There was a high amount of variability within the unit rates but an analysis of the unit rates of the low bidder shows that the rates will not expose the City to undo escalation if the quantity of work varies from the plan.

The low bidder is JI Enterprises of Blind River. Their Subcontractors include;

- Beamish (Elliot Lake) for supply of asphalt,
- Battano Construction (North Bay) for provision of curb and gutter, and



Insituform Industries (Hamilton) for sewer lining

Tulloch has worked on projects with JI Enterprises in other jurisdictions and finds no reason to recommend against awarding the work to them as the low bidder.

With the approval of the Director of Public Works, Tulloch negotiated with the low bidder to explore ways to decrease the final contract cost. The result of the discussion is a commitment from JI Enterprises to reduced asphalt removal unit rates to reflect a different approach. Instead of 'Milling', as specified, the asphalt would be cut and removed in larger segments and placed at an approved municipal repository for later processing and reuse.

If awarded to JI Enterprises, this change in approach will be reflected in the contract.

The cost adjustment is as follows;

Tender Item's 1-5 $(6,305\text{m}^2)$ and 2-5 $(1,595\text{m}^2)$ Asphalt Removal – Milling at \$23.70 /m², will be adjusted to "Asphalt Removal – Roadway" at \$10.00/m², resulting in an adjusted tender value of \$3,418,191.00 + HST, which is \$3,862,555.83.

The financial impact of this technical change on the low bid is a pre-HST reduction of \$108,230.00

The difference between implementing the bulk removal strategy as opposed to the milling technique will not have a material effect on the improvement project. The recovered asphalt will be consolidated with other asphalt stockpiles for future processing.

Tulloch recommends this adjustment to the contract's asphalt specification and believes the price adjustment proposed by JI Enterprises reflects a good value proposition for the City.

Note: Once the project is awarded the Contractor is required to submit a construction schedule.

FINANCIAL IMPACT

If awarded to JI Enterprises, as bid, the financial impact will be \$3,418,191.00 plus applicable HST. As the City recovers most of their HST obligation the contract cost plus several percent is close to the obligation for the project.

The 2018 Capital budget for this project was \$2 Million however; the lowest bid received in 2018 was \$3.4 Million +HST. This led us to review the project and retender for 2019 to attempt to lower the overall cost. It is apparent that the 10 year capital budget for road and underground infrastructure is under budgeted and will be adjusted going forward to more accurately reflect true costs. The project will be funded through OCIF, Federal Gas Tax, Reserves and User Pay.



LINKS TO STRATEGIC PLAN

The Public Works Department has a 10 Year Plan for infrastructure Replacement. This Plan identifies and prioritizes those locations where infrastructure has exceeded its life cycle and repairs are becoming cost prohibitive. The road and infrastructure repairs proposed for Valley and Hemlock were high on the list for several years.

Undertaking of infrastructure projects is consistent with the Strategic Plan commitment toward "Continued Investment into Infrastructure". This report serves to assist in "educating the public on infrastructure operations, repair and replacement".

SUMMARY

With 5 separate bids within a range of 10% of the low bid it seems the contractors have priced the work consistently.

With the cost range better understood, Tulloch is recommending that the City award OPS 2018-25 to JI Enterprises with work to commence and be completed in 2019.





10-12 Brunswick Walk
T. 705 848-9175
F. 705 848-5464
Elliot Lake, ON
TF. 888 650-3109
P5A 2A8
elliotlake@TULLOCH.ca
WWW.TULLOCH.ca

RFP 2018-25 Submission Review

Valley Crescent & Hemlock Place

Project: Improvements Job No.: 2018-25

Attention: Mr. D. Halloch Date: January 31, 2019

Weather: NA

Page 1 of 3 Prepared By: Rob Fennema

Contractor: TBD

Client: City of Elliot Lake

No. of Submissions: 5 **Submitted by:** Beamish Construction Inc. of Elliot Lake, R.M Belanger Limited of Chelmsford, Denis Gratton Construction, Dominion Construction and J.I. Enterprises

Venders Packages approved for opening by city staff January 25th, 2019 at 3:00PM: D. Halloch present

Ordered by Proposal Price Low to High.

| Vendor | Proposal Price | Bid Bond | Bonding | Copies | Signed / Initialed | Addendum | Form of | Conditional |
|---------------|----------------|-----------|------------|--------|--------------------|--------------------|----------------|-------------|
| | (incl. HST) | | | | <u>Tender</u> | Acknowledgement ** | <u>Offer</u> | <u>Bid</u> |
| JI | \$3,984,855.73 | Yes - 10% | Yes – 100% | 1 | Yes - Complete | Yes (3) | Yes - complete | No |
| Belanger | \$4,134,384.68 | Yes - 10% | Yes – 100% | 3 | Yes - Complete | Yes (3) | Yes - complete | No |
| Dominion | \$4,239,362.36 | Yes - 10% | Yes – 100% | 3 | Yes - Complete | Yes (3) | Yes - complete | No |
| Denis Gratton | \$4,307,467.34 | Yes - 10% | Yes – 100% | 3 | Yes - Complete | Yes (3) | Yes - complete | No |
| Beamish | \$4,416,666.02 | Yes - 10% | Yes - 100% | 3 | Yes - Complete | Yes (3) | Yes - complete | No |

 ^{*} Addition verified (see detail below)

^{** 3} Addenda were issued

Five (5) Bids were submitted with none excluded from opening for technical/administrative reasons. The Tenders we're opened at a meeting accessible to the public. Opening took place January 25th, 2019 at 3:00PM

1 Notes on Individual Submissions

1.1 JI Enterprises

- The submission contained only 1 copy of the completed tender package
- JI Enterprises submitted the lowest bid with no other issues.

1.2 Belanger

- No issues with the bid package
- Second lowest bid.

1.3 Dominion Construction

- Minor unit cost extension error, \$600 error
- Third lowest bid

1.4 Denis Gratton Construction

No issues with the bid package

1.5 Beamish

• No issues with the bid package

Recommendations

After reviewing the submissions and noting the consistency of the pricing (five bids within ≈10%), we feel that the contractors have a consistent understanding of the scope of work. While there is wide variance in the various unit rates, this likely represents company specializations more than a misunderstanding of the work.



The Low bidder JI has priced the simple task of removing pavement relatively high compared to the other bids and conversely others have priced temporary water services nearly \$200,000 above the next bid. The overall pricing is very consistent so we are satisfied to focus on the low bid and recommend that the City approach JI Enterprises.

Other inspectors and engineers from Tulloch have expressed satisfaction with previous work done by JI Enterprises and we have no reservations recommending the City consider JI for this project.

We can discuss any questions you have concerning TULLOCH recommendations at your earliest convenience.

TULLOCH Engineering Inc.

Rob Fennema, P.Eng.

Distribution: Daryl Halloch, City of Elliot Lake Director of Public Works

Chris Kirby

File





4 February, 2019

Mayor and Members of Council City of Elliot Lake 45 Hillside Drive North Elliot Lake, ON P5A 1X5

RE: Staff Report RC2018-7 Uranium Heritage Days Street Dance

Dear Mayor and Members of Council:

We wish to advise that in lieu of the regular meeting of the Recreation and Culture Standing Committee which was scheduled to be held Monday 4 February, 2019, we recommend that the final staff report RC2018-7 be presented to Council;

Re the Council motion of 8 August 2018 as recorded below:

Res. 276/18

That staff Report RC2018-7 concerning the Uranium Heritage Days Street Dance Report be referred to Recreation & Culture Standing Committee for further discussion and detail regarding expenses and organization.

Yours truly,

Teresa Dunlop

Director of Recreation & Culture

Teresa Dunla

Attach.



The Corporation of the City of Elliot Lake

Staff Report RC 2018-7 Uranium Heritage Days Street Dance Report

Report of the **Coordinator of Special Events** for the Consideration of Council

RE: Uranium Heritage Days Street Dance (FINAL)

OBJECTIVE

To provide Council with a report on the Uranium Heritage Days Street Dance, June 30 2018 as the main event of the festival.

RECOMMENDATION

THAT Staff Report RC 2018-7 Uranium Heritage Days Street Dance Report of the Coordinator of Special Events dated 27 July 2018 be received.

Respectfully Submitted,

Darla Hennessey

Coordinator of Special Events

Reviewed by,

Teresa Dunlon

Director of Recreation & Culture

Daniel Gagnon,

CAO

4 February 2019

BACKGROUND

The Street Dance when presented is the "major event" of the Uranium Heritage Days. This event historically has attracted 1,500 to 2,000 when a big name is presented other than the 50th Anniversary in 2005 which attracted over 6,000 people.

Four bands performed at this year's Street Dance. Opening the evening was local hard rock band, The Shed Jammers, support bands were Celine Tellier, well known in the community and throughout the region. Saturday Night Special — A tribute to Lynyrd Skynyrd, together with headliners, Green River Revival — CCR Tribute, performed an exciting evening of high energy entertainment for our community. In addition to a fully licensed bar and food vendors, there was an inflated LED Wall complete with red carpet to act as a backdrop for concert-goers to take fun selfies at the event.

ANALYSIS

A total of 800 tickets were sold in advance and 247 at the gate. It was anticipated selling 500 in advance and when this number was exceeded another 300 tickets were printed. The advance sales were extended from the 27th June to 4 p.m. on Friday the 29th June 2018.

Over the years the Committee has made every endeavor to try and accommodate different tastes in music, while looking at the demographics of the community. While challenging to meet every taste, usually a combination of rock and country satisfies most concert goers. Moving forward it is recommended that presenting local, regional and affordable touring bands be presented at this event.

FINANCIAL IMPACT

URANIUM HERITAGE FESTIVAL STREET DANCE

Saturday, June 30, 2018 Financials

| Revenues | | | BUDGET | ACTUALS | | |
|-------------|----------------------|-------|--------|---------|------|----------|
| | Tkts @ 900 attending | Price | Ŀ | | Sold | . |
| Advc | 750 | 20.00 | 15,000 | 16,000 | 800 | Tickets |
| Door | 150 | 30.00 | 4,500 | 7,410 | 247 | Tickets |
| | Estimated Bar Sales | | 16,920 | 19,932 | | |
| Total Reven | nues | | 36,420 | 43,342 | | |

| | | | BUDGET | ACTUALS |
|--------------|-------------------------------------|-------------|--------------|------------|
| | All Artists (inc openers) | Inc HST Exp | 7,913 | 7,913 |
| | SOCAN Fees @ 3% | | 585 | 702 |
| | Staging/Production | | 19,335 | 19,085 |
| | Load in/Load out | | 400 | 2,440 |
| | Hospitality* | | 3,838 | 3,897 |
| | Security & OPP | | 1,500 | 4,890 |
| | Fencing | | 1,000 | 1,242 |
| | Portable Toilets | | 1,500 | 2,186 |
| | Permits | | 100 | 175 |
| | Bar Supplies | | 8,460 | 10,715 |
| | Electrical | | 500 | 2,733 |
| | Printing (Tickets/Posters) | | 300 | 753 |
| | Insurance | | 400 | 400 |
| | City Groups/Donations Contingencies | | 1,300 500 | 3,000 0 |
| | Marketing | | 0 | 2,121 |
| Total Expen | ses | | 47,631 | 62,252 |
| Net Profit/(| Loss) | | (11,211) | (18,910) |

LINKS TO STRATEGIC PLAN

- To continue to develop Elliot Lake as an all season destination as well as supporting the local Businesses
- To cultivate in the citizens of Elliot Lake an appreciation of arts and culture through accessible programming, arts and cultural facilities and entertainment that is available to all citizens.

SUMMARY

Our recommendation is to continue to celebrate our Uranium Heritage Days with a Street Dance as this type of celebratory concert event brings the community together for socializing and the enjoyment of good music. Headliner bands can be considered a better fit for special years or as deemed appropriate. The main focus of this event is to bring people together and to offer affordable quality entertainment.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

NOTICE OF MOTION TO AMEND THE PROCEDURAL BY-LAW

February 11, 2019

Moved By: Councillor E. Pearce

Seconded By:

Whereas By-Law 16-6, Part II, Council Meetings, sub-section Regular Council Meetings, paragraph 8 states; A motion passed by a majority of Council members present is required to continue a meeting of Council or of a Committee past 10:00 PM local time.

And Whereas This has resulted in Council often having to disrupt regular discussions on important matters to pass a motion to extend the hours of the meeting.

And whereas This has imposed unnecessary restraints on Councils deliberations and does not allow for uninterrupted debates.

Now Let It Be Resolved That By-Law 16-6, Part II, Sub-section Regular Council Meetings, paragraph 8 be amended to read; *A motion passed by a majority of Council members present is required to continue a meeting of Council or of a Committee past 11:00 PM local time*.

And I so Move.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

| D |) | | |
|----|---------|-------|-------|
| YD | Y-LAW N | No. 1 | 19-02 |

Being a by-law to authorize the entering into of an amended agreement with resepct to the connecting bus and parcle service from Elliot Lake to the Conneciton Point at Spragge on Hw. 17 and to Repeal By-Law No. 18-38

The Council of The Corporation of the City of Elliot Lake **ENACTS AS FOLLOWS:**

- 1. That the Corporation enter into an amended agreement with Ontario Northland Transportation Commission (ONTC) to provide certain services with respect to the connecting bus and parcel service with the ONTC Intercity Bus Service on highway 17, a copy of which agreement is attached hereto as Schedule "A" and forms part of this by-law.
- **2. THAT** the Mayor together with the City Clerk of the Corporation are hereby authorized and directed to execute the agreement on behalf of the Corporation under the corporate seal.
- **3.** THAT By-law No. 18-38 is hereby repelaed.

PASSED this 11th day of February, 2019.

| MAYOL |
|------------|
| |
| |
| CITY CLERI |

THIS AGREEMENT MADE EFFECTIVE

, 2019 (the "Effective Date")

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

("ONTC")

And

THE CORPORATION OF THE CITY OF ELLIOT LAKE

("Elliot Lake")

WHEREAS:

- A. ONTC provides intercity bus services to Northern Ontario along certain routes but does not provide service to Elliot Lake directly;
- B. Elliot Lake wishes to provide passenger bus services between Elliott Lake and Spragge to connect with the Ontario Northland intercity bus service (the "Connecting Bus Service");
- C. ONTC and Elliot Lake wish to enter into an agreement regarding the Connecting Bus Service.

THE PARTIES AGREE AS FOLLOWS:

Relationship

1. The parties shall collaborate to ensure the success of the Connecting Bus Service through ease of use by passengers and integrated ticketing.

Obligations of Elliot Lake

- Elliot Lake shall enter into an arrangement with a passenger bus service provider (the "Connection Service Provider") for the transport of customers from Elliot Lake to the connection point with ONTC in Spragge.
- 3. The current connection point is at 4683B HWY 17, Spragge ON POR 1KO, which is the ONTC agency in Spragge. ONTC shall provide 10 days prior notice to Elliot Lake and the Connection Service Provider of any change in the location of the ONTC agency in Spragge.
- 4. Elliot Lake or the Connection Service Provider shall enter into an arrangement with the ONTC agency in Spragge for use of the agency facility for a motor coach stop for the Connecting Bus Service.
- 5. Elliot Lake shall be responsible for all the costs of the Connecting Bus Service and the Connection Service Provider

Obligations of ONTC

- 6. ONTC shall provide Elliot Lake and the Connection Service Provider with its intercity bus schedule for the route through Spragge. Updates to the schedule shall be provided no later than two weeks prior to the change in schedule if reasonably possible.
- 7. ONTC shall collaborate with the Connection Service Provider to implement a system for notification of delays of ONTC buses or the Connection Service Provider's buses in making the connection in Spragge and to agree upon a wait time.

Ticketing

8. ONTC shall sell tickets for the Connecting Bus Service on behalf of the Connection Service Provider. The price of the tickets may include an administration fee.

9. Elliot Lake will invoice ONTC monthly in the amount of \$10 one way for each passenger using the Connecting Bus Service.

Accessibility

10. To accommodate passengers with accessibility requirements, the parties shall notify, through dispatch, the other carrier of a requirement for accessible equipment for a particular trip. The requirement shall be confirmed 48 hours in advance of the scheduled trip.

Marketing

11. The parties shall cooperate in developing marketing plans for the Connecting Bus Services.

Termination

12. Either party may terminate this agreement by providing the other party with sixty days advance notice of the termination.

Liability

- 13. Neither party shall have any liability or responsibility for any claims, losses, damages, fines, suits, demands or penalties relating to the provision of bus services by the other party unless caused by an act or omission of the party.
- 14. Elliot Lake shall have no liability or responsibility for any claims, losses, damages, fines, suits, demands or penalties relating to the sale of tickets for the Connecting Bus Services by ONTC except if the claim is caused by an act or omission of Elliot Lake or those for which Elliot Lake is responsible at law.

General

- 15. **Assignment.** Neither party may assign their respective rights and obligations under this Agreement without first obtaining the written consent of other party, provided, however, that either party may assign this Agreement to an affiliate or the successor of its business upon written notice to the other party. This Agreement shall ensure to the benefit of, and be binding upon, the parties and their respective successors (including any successor by reason of amalgamation, merger or statutory arrangement of any party) and permitted assigns.
- 16. **Notice.** Any notice under this Agreement shall be given in writing and delivered personally or by fax, email or prepaid courier addressed as follows:

To ONTC at:

Ontario Northland Transportation Commission 555 Oak Street North Bay ON P1B 8L3 Attention: Tracy MacPhee

T: 705-472-4500 X 335 F: 705-475-5018

E: tracy.macphee@ontarionorthland.ca

To Elliot Lake at:

Attention: City Clerk T: 705-848-2287 ext 2103

F:705-461-7244

E: nbray@city.elliotlake.on.ca

or at such other address or addresses as ONTC and the Service Provider may designate from time to time. The date of receipt of any such notice shall be the date of delivery.

- 17. **No Waiver.** No waiver by a party of any breach by the other party of any of its covenants, agreements or obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be a waiver by the party of its rights and remedies with respect to such breach or any subsequent breach.
- 18. **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties.
- 19. **Governing Law.** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario, excluding any conflict of laws principles. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
- 20. Severability. Should any section or part or parts of an section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Service Provider as though such section or part or parts thereof had never been included in this Agreement.
- 21. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
- 22. **Survival.** In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, the provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.
- 23. **Counterparts and Electronic Delivery.** This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

Bus Parcel Services

- 24. The Connecting Bus Service shall include the transfer of BPX parcels from ONTC's agent in Elliot Lake (the "Agent"), who sells waybills for BPX parcels, to the connection point in Spragge and from the connection point in Spragge to the drop off point in Elliot Lake.
- 25. The Agent shall be responsible for loading and unloading BPX parcels onto and off the Connection Service Provider's motor coach (the "CSP Motor Coach") in Elliot Lake:
- 26. The ONTC motor coach driver shall be responsible for loading and unloading the BPX parcels at the connection point in Spragge onto and off of the CSP Motor Coach
- 27. The Connection Service Provider and Elliot Lake shall not be responsible, and ONTC shall be responsible, for any damage to the BPX parcels being carried on the CSP Motor Coach that is caused or related to the packaging or loading of the BPX parcels on the Connection Service or any other reason except damage to the BPX parcels resulting from a motor vehicle accident or other incident involving the CSP Motor Coach which is caused by a third party or by the negligence of the CSP Motor Coach operator.
- 28. ONTC shall charge a service fee to BPX customers in the amount of Four Dollars (\$4.00) per waybill plus applicable taxes (the "Service Fee") which shall be divided equally between ONTC and Elliot Lake.
- 29. ONTC shall remit to Elliot Lake within thirty (30) days of the end of each month, the portion of the Service Fees collected in the previous month that is owed to Elliot Lake.

Termination of Original Agreement

30. Upon the execution of this agreement by both parties, the original agreement between the parties made effective June 17, 2018 is terminated.

[SIGNATURE PAGE FOLLOWS]

| IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMEN' | IN۱ | WITNESS | WHEREOF | . THE PARTIES | HAVE EXECUTED | THIS AGREEMENT |
|--|-----|---------|---------|---------------|---------------|----------------|
|--|-----|---------|---------|---------------|---------------|----------------|

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

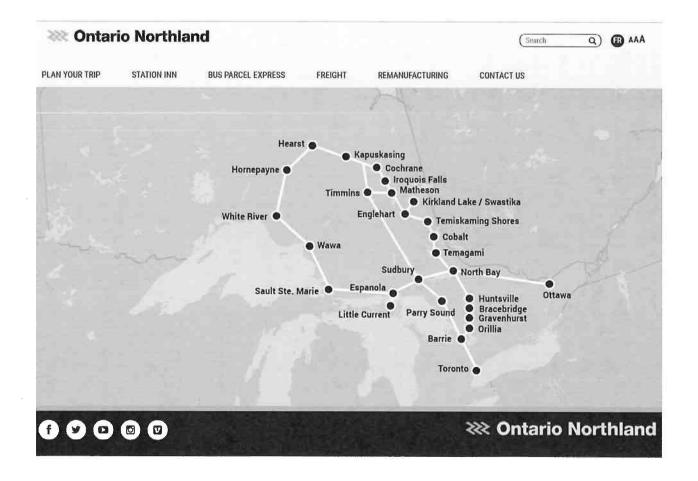
Date F46 6, Zo19
I have authority to bind the corporation

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Per

We have authority to bind the corporation.

Schedule A – Service Map



THE CORPORATION OF THE CITY OF ELLIOT LAKE

| D |) | |
|---|-----------|-------|
| D | Y-LAW NO. | 19-03 |

Being a by-law to authorize a Funding Agreement with the Ministry of Transportation under the Dedicated Gas Tax Funds for the Public Transportation Program.

The Council of The Corporation of the City of Elliot Lake **ENACTS AS FOLLOWS:**

- 1. THAT the Corporation enter into a Funding Agreement with Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation under the Dedicated Gas Tax Funds for Public Transportation Program 2018/2019, a copy of which Letter of Agreement, setting out the terms and conditions for the use of dedicated gas tax funds by the Municipality, is attached hereto as Schedule "A" and forms part of this by-law.
- **2. THAT** the Mayor together with the Chief Administrative Officer of the Corporation are hereby authorized and directed to execute the agreement on behalf of the Corporation under the corporate seal.

PASSED this 11th day of February, 2019.

| MAYOR | |
|------------|--|
| | |
| | |
| CITY CLERK | |

Ministry of Transportation

Office of the Minister

Ferguson Block, 3rd Floor 77 Wellesley St. West Toronto ON M7A 1Z8 416 327-9200 www.ontario.ca/transportation Ministère des Transports

Bureau du ministre

Édifice Ferguson, 3e étage 77, rue Wellesley Ouest Toronto ON M7A 1Z8 416 327-9200 www.ontario.ca/transports





Mayor Dan Marchisella City of Elliot Lake 45 Hillside Drive North Elliot Lake ON P5A 1X5

Dear Mayor Marchisella:

RE: Dedicated Gas Tax Funds for Public Transportation Program

This Letter of Agreement between the **City of Elliot Lake** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario, (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2018/19 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

51. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to \$129,777 ("the "Maximum Funds") in accordance with, and subject to, the terms set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.

- 52. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a certified copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with \$97,333; and any remaining payment(s) will be provided thereafter.
- 3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
- 4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
- 5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
- 6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
- 7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2018/19 Program year.
- 8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.

- Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
- 10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
- 11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.
- 12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
- 13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
- 14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print it, secure the required signatures for it, and then return a fully signed copy, in pdf format, to the following email account:

MTO-PGT@ontario.ca

Sincerely,

Jeff Yurek

Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms.

| Municipality | |
|-----------------------------------|-------|
| Per: | Date: |
| Mayor | |
| Per: | Date: |
| Chief Financial Officer/Treasurer | |