

CITY OF ELLIOT LAKE



CITY COUNCIL - REGULAR MEETING
AGENDA

Monday, June 22, 2015

7:00 pm

COUNCIL CHAMBERS

Pages

1.	CALL TO ORDER	
2.	ROLL CALL	
3.	DECLARATIONS OF CONFLICT OF INTEREST	
4.	ADOPTION OF PREVIOUS MINUTES	
4.1	June 8, 2015 - Regular.	4
4.2	Reading of resolutions passed following the closed session of the June 8, 2015 Council meeting,	
5.	PUBLIC PRESENTATIONS	
5.1	May 26, 2015. Semi-annual update from Denison and Rio Algom re: Powerpoint presentation by Rio Algom and Denison regarding activities that have occurred, or will be occurring at the closed Denison and Rio Algom mine sites	14
5.2	June 17, 2015. Renaissance Seniors Centre re: request to access funding held in the City of Elliot Lake Community Well-Being Reserve Fund	15
6.	CORRESPONDENCE LIST	
7.	MAYOR'S REPORT	
8.	UNFINISHED BUSINESS	
9.	REPORTS	
9.1	June 15, 2015. Report from the North Shore Cruisers Car Club re: temporary road closure at Mountain Road to facilitate the Burn Out Contest associated with the North Shore Challenge Drag Race event	17
9.2	June 16, 2015. Report from the Finance and Administration Committee re: 2015 Optional Tax Tools	19
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re: Clean-Up Week Outcome

- 9.4 June 16, 2015. Report from the Public Services Committee** 27
re: Hirshhorn Avenue reconstruction
- 9.5 June 16, 2015. Report from the Public Services Committee** 31
re: purchase of 2 transit buses
- 9.6 June 15, 2015. Report from the Elliot Lake Residential Development Commission**
re: price adjustments for unsold waterfront lots

As this matter deals with the disposition of property owned by the Municipality, it may be discussed in closed session under Section 239.(2)(c) of the Municipal Act

10. NOTICES OF MOTION

11. OTHER BUSINESS

- 11.1 June 17, 2015 Reconsideration of Resolution 244/15** 35
re: Elliot Lake Nuclear and Mining Museum Restructuring
Requires suspension of Section 19 of the Procedural By-law
Requires motion to re-open debate

12. BY-LAWS 36

- 12.1 By-law No. 15-33** 40
Being a by-law to adopt optional tools for administering limits for the Commercial, Industrial and Multi-residential property classes
- 12.2 By-law 15-39** 44
Being a by-law to temporarily close certain public highways to facilitate the 60th Anniversary Uranium Heritage Days Street Dance event
- 12.3 By-law 15-41**
Being a by-law to authorize the leasing of a portion of the adjacent sidewalk to Elliot Lake e-Scooters
- 12.4 By-law 15-42** 45
Being a by-law to authorize the leasing of a part of the untravelled portion of Highway 108 North to Non-Profit Retirement Residences of ELLiot Lake, Inc. to accommodate business signs for the marketing centre and Hampton Inn
- 12.5 By-law 15-43** 50
Being a by-law to authorize the leasing of open space lands adjacent to The North Star Family Resource Centre for the purposes of a community garden
- 12.6 By-law No. 15-44** 54
Being a by-law to authorize an agreement with K.J. Beamish Construction Co. Limited for Hirshhorn Avenue Roadwork

- 12.7 By-law No. 15-45** 58
Being a by-law to authorize a funding agreement with the Minister of
Citizenship, Immigration and International Trade under the Age-Friendly
Community Planning Grant Program
- 12.8 By-law No. 15-46** 80
Being a by-law to temporarily closed a portion of Oakland Blvd and
Mountain Rd for the purposes of the "Rev-Up Night" to be held from 4-8
PM on July 16, 2015

13. ADDENDUM

14. CLOSED SESSION BUSINESS

15. ADJOURNMENT



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

Monday, June 8, 2015
7:00 PM
COUNCIL CHAMBERS

Present D. Marchisella, Mayor
 L. Cyr, Councillor
 C. Nykyforak, Councillor
 C. Martin, Councillor
 N. Mann, Councillor
 T. VanRoon, Councillor
 S. Reinhardt, Councillor

Present J. Renaud, Chief Administrative Officer
 D. Halcrow, Director of Finance
 P. Officer, Fire Chief
 S. McGhee, Director of Operations
 L. Sprague, Director of Clerks & Planning Services

Media D. Briggs

- 1. **CALL TO ORDER**
- 2. **ROLL CALL**
- 3. **DECLARATIONS OF CONFLICT OF INTEREST**
- 4. **ADOPTION OF PREVIOUS MINUTES**

4.1. **May 25, 2015 - Regular.**

Res. 267/15

Moved By: L. Cyr

Seconded By: N. Mann

That the following minutes be adopted:

May 25, 2015 - Regular.

Carried

- 5. **PUBLIC PRESENTATIONS**

5.1. **June 1, 2015. Wildcats - review of inaugural season**

Presenter: Howard Hennessey, President of the Elliot Lake Wildcats

The Elliot Lake Wildcats had a very successful inaugural season. An NOJHL record for an expansion team was set with 38 wins and only 10 losses. Highest attendance record and the Wildcats GM, Todd Stencill, received the award for top director in NOJHL this year.

6. CORRESPONDENCE LIST

6.1. June 1, 2015. Letter from Keep Hydro Public

re: request resolution of support to petition Ontario government from selling 60 per cent of Hydro One

Res. 268/15

Moved By: L. Cyr

Seconded By: T. VanRoon

Whereas the public electricity system in Ontario is a critical asset to the economy and vital to the living standard and well-being of all Ontarians;

And Whereas it is essential that Ontarians maintain public control and public decision-making with respect to electricity;

And Whereas experience in other jurisdictions shows that privatization typically means consumers pay more for electricity;

And Whereas privatized Hydro One will no longer be subject to scrutiny by the Auditor General, the Ombudsman, the Financial Accountability Officer or the Integrity Commissioner, and will no longer be required to provide information or services to citizens under the Freedom of Information and Protection of Privacy Act, the Public Sector Salary Disclosure Act, or the French Language Services Act;

And Whereas our public electricity system currently generates hundreds of millions of dollars in revenue for the provincial government every year to help pay for public services we all depend on;

And Whereas the sale of shares in Hydro One will provide a short-term financial gain for the province in exchange for a much larger long-term financial loss;

And Whereas the provincial government has no mandate from voters to sell any part of Hydro One;

And Whereas opinion polls show Ontarians oppose the privatization of Hydro One by a significant margin in every part of the province;

Therefore be it resolved that the City of Elliot Lake call on the provincial government to:

- Halt the sale of any part of Hydro One, and maintain Hydro One as a public asset for the benefit of all Ontarians;
- Strengthen Hydro One by investing in the next generation of workers and upgrading our electricity transmission infrastructure;
- Respect the autonomy and local decision-making powers of local distribution companies by not forcing these companies into mergers or sales;

And be it further resolved that the City of Elliot Lake communicate this resolution to the Premier, with copies to the Minister of Finance the Minister of Energy, area MPPs and the Association of Municipalities of Ontario;

And be it further resolved that the City of Elliot Lake work through AMO to encourage other Ontario municipalities to express their opposition to the privatization of Hydro One.

At the request of Councillor Cyr, the following roll call vote was recorded:

In Favour

- Councillor Cyr
- Councillor Martin
- Councillor Mann
- Councillor VanRoon
- Mayor Marchisella

Not In Favour

- Councillor Nykyforak
- Councillor Reinhardt

Carried

7. MAYOR’S REPORT

Relay for Life

June 13th at the ELSS track from noon until midnight-support cancer research.

423 Squadron

Tuesday fly overs.

105

I believe Paul St-Amand is the oldest resident of Elliot Lake, turning 105 on June 3rd, an inspiration for good health to all of us. Bonne Fete Paul.

60th Anniversary

I will give a bit more detail next meeting, but we are still looking for more floats for the parade, you can register at the civic centre, no charge, but many prizes can be won.

Ride for Dad

This was an amazing event, with an amazing turnout that attracted riders from across the province. Thank you to all the volunteers for putting this event together.

Dance Works

Congratulations to the Studio Dance Arts Year End Recital took place on Sunday June 7 – Dancers performed to a packed house at the 2:00 PM and 7:00 PM shows.

Spring into Wellness Fair

Saturday June 20, 2015 10AM – 6PM at the Centennial arena. The Spring into Wellness Fair will be an interactive event. Buses will be provided by ELNOS for members wishing to come from Spanish and Blind River.

Pearson Plaza

Off to a slow start, but after some reorganization in house, the project is geared up and is anticipated to be complete ahead of schedule.

Proclamations were read:

June 20th to June 27th 2015 as “Semaine Franco”

June 15, 2015 as “World Elder Abuse Awareness Day”

8. UNFINISHED BUSINESS

9. REPORTS

9.1. June 2, 2015. Report from By-laws and Planning Committee

re: roof replacement at City Hall and O.P.P. Station

Res. 269/15

Moved By: T. VanRoon

Seconded By: L. Cyr

That Staff Report CBO2015-02 of the Chief Building Official dated May 25, 2015 concerning a Request for Proposal for the replacement of the roofs at City Hall and the O.P.P. Station be received;

And that the contract for the replacement of the roofs at City Hall and the O.P.P. Station in the amount of \$381,208.00 plus applicable taxes be awarded to Flynn Canada Ltd.;

And that \$185,620.79 be transferred from the City Hall facility Reserve Fund and \$48,355.69 be transferred from the O.P.P. facility Reserve Fund, as recommended by the By-laws and Planning Committee in their Resolution No. 28-15 dated June 1, 2015.

Carried

9.2. June 2, 2015. Report from By-laws and Planning Committee

re: replace four rooftop heat/cool units at the O.P.P. Station

Res. 270/15

Moved By: T. VanRoon

Seconded By: N. Mann

That Staff Report CBO2015-03 of the Chief Building Official dated May 25, 2015 concerning a Request for Proposal for the replacement of rooftop HVAC units at the O.P.P. Station be received;

And that the contract for the replacement of four rooftop heat-cool units at the O.P.P. Station in the amount of \$37,007.00 plus applicable taxes be awarded to Airco Ltd., as recommended by the By-laws and Planning Committee in their Resolution No. 29-15 dated June 1, 2015.3

Carried

9.3. June 2, 2015. Report from By-laws and Planning Committee

re: request to lease mooring space at 13B Timber Road

Res. 271/15

Moved By: T. VanRoon

Seconded By: C. Martin

That Staff Report CK2015-10 of the Director of Clerks and Planning Services dated May 19, 2015 concerning a request to lease space at 13B Timber Road be received;

And that the lease to Mr. L. Nicholls for mooring-storage space at 13B Timber Road for the 2015 season in the amount of \$500 be approved as recommend by the By-laws and Planning Committee in their Resolution No. 30-15 dated June 1, 2015.

Carried

9.4. June 3, 2015. Report from the Recreation and Culture Committee

re: removal and installation of a new dry operation condenser at the Centennial Arena

Res. 272/15

Moved By: C. Nykyforak

Seconded By: S. Reinhardt

That Staff Report R&C2015-04 of the Manager of Recreation and Culture dated May 27, 2015 be received;

And that the tender for the removal and installation of a new dry operation condenser with glycol loop at the Centennial Arena in the amount of \$86,410.74

plus applicable taxes be awarded to Airco Ltd. as recommended by the Recreation and Culture Committee in their Resolution 25-15 dated June 1, 2015.

Carried

9.5. June 3, 2015. Report from the Recreation and Culture Committee

re: temporary road closures to facilitate the 60th Anniversary Uranium Heritage Days Festival

Res. 273/15

Moved By: C. Nykyforak

Seconded By: T. VanRoon

That the letter from the Coordinator of the 60th Anniversary Uranium Heritage Days dated May 28, 2015 be received;

And that the following road closures be approved to facilitate the event: Quebec Road be temporarily closed at noon on Friday July 3, 2015; and that Saskatchewan Road at Ontario Avenue, and Manitoba Road between Saskatchewan Road and Horne Walk and the various walkways and lanes providing access to Parking Lot No. 1 and including the Lower Plaza parking lot be temporarily closed between the hours of 3 pm on Saturday, July 4th and 6 am on Sunday July 5th for the purpose of social activities in connection with the 60th Anniversary - Uranium Heritage Street Dance.

Carried

9.6. June 3, 2015. Report from the Recreation and Culture Committee

re: support and declare 60th Anniversary Street Dance as a significant municipal event

Res. 274/15

Moved By: C. Nykyforak

Seconded By: C. Martin

That the letter dated May 28, 2015 from the co-ordinator of the 60th Anniversary Uranium Heritage Days Street Dance be received;

And that the Council of the City of Elliot Lake confirm that the 60th Anniversary Uranium Heritage Days - Street Dance 2015 and the Beer Garden event to be held on Saturday July 4, 2015 at the Lower Plaza is considered a Municipally significant event in celebrating Uranium heritage Days and supports the application for a liquor licence for the Beer Garden event.

Carried

9.7. June 2, 2015. Report from the Recreation and Culture Committee

re: support and declare the 16th Annual High Rail Leasing North Shore Challenge Drag Races as a significant municipal event

Res. 275/15

Moved By: C. Nykyforak

Seconded By: T. VanRoon

That the letter dated May 28, 2015 from Co-ordinator of the Elliot Lake Drag Race event be received;

And that the Council of the City of Elliot Lake considers the Beer Garden and VIP Bar to be a municipally significant event in celebrating the 16th Annual High Rail Leasing North Shore Challenge Drag Races being held from Friday July 17th to Sunday July 19th 2015 at the Elliot Lake Municipal Airport.

Carried

9.8. June 3, 2015. Report from the Director of Clerks and Planning Services

re: vacancies on the Elliot Lake Community Liaison Committee and the Committee of Adjustment

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.

Res. 276/15

Moved By: S. Reinhardt

Seconded By: C. Nykyforak

That the Report of the City Clerk dated June 3, 2015 concerning appointments to fill vacancies on the Community Liaison Committee and the Committee of Adjustment be discussed in closed session under Section 239.(2)(b) of the Municipal Act as this matter deals with personal information about identifiable individuals.

Carried

10. NOTICES OF MOTION

11. OTHER BUSINESS

12. BY-LAWS

12.1. By-law No. 15-32

Being a by-law to authorize a lease agreement with Lloyd Nicholls for mooring space at 13B Timber Road

Res. 277/15

Moved By: N. Mann

Seconded By: C. Martin

That By-Law No. 15-32, being a by-law to authorize a lease agreement with Lloyd Nicholls for mooring and storage space at 13B Timber Road, be passed.

Carried

12.2. By-law No. 15-35

Being a by-law to authorize an agreement with Prime West Renovations Ltd. for roof shingle replacement at the Ruben Jli Juuti Municipal Pool

Res. 278/15

Moved By: C. Nykyforak

Seconded By: L. Cyr

That By-law No. 15-35, being a by-law to authorize an agreement with Prime West Renovations Ltd. for roof shingle replacement at the Ruben Jli Juuti Municipal Pool, be passed.

Carried

12.3. By-law No. 15-36

Being a by-law to authorize an agreement with Flynn Canada Ltd. for roof replacement at the City Hall and OPP Station

Res. 279/15

Moved By: N. Mann

Seconded By: T. VanRoon

That By-law No. 15-36, being a by-law to authorize an agreement with Flynn Canada Ltd. for roof replacement at the City Hall and OPP Station, be passed.

Carried

12.4. By-law No. 15-37

Being a by-law to authorize an agreement with Airco Ltd. for the supply and installation of four heat/cool rooftop units at the O.P.P. Station

Res. 280/15

Moved By: C. Nykyforak

Seconded By: C. Martin

That By-law No. 15-37, being a by-law to authorize an agreement with Airco Ltd. for the supply and installation of four heat/cool rooftop units at the O.P.P. Station, be passed.

Carried

12.5. By-law No. 15-38

Being a by-law to authorize an agreement with Airco Ltd. for the removal and installation of a new dry operation condenser with glycol loop at the Centennial Arena

Res. 281/15

Moved By: L. Cyr

Seconded By: T. VanRoon

That By-law No. 15-38.being a by-law to authorize an agreement with Airco Ltd. for the removal and installation of a new dry operation condenser with glycol loop at the Centennial Arena, be passed.

Carried

13. ADDENDUM

14. CLOSED SESSION BUSINESS

Res. 282/15

Moved By: C. Nykyforak

Seconded By: T. VanRoon

That this meeting proceed into closed session at the hour of 7:55 PM.

Carried

Res. 283/15

Moved By: L. Cyr

Seconded By: C. Nykyforak

That this meeting come out of closed session at the hour of 8:12 PM.

Carried

Res. 284/15

Moved By: C. Nykyforak

Seconded By: C. Martin

That Rob deBortoli and Sirje Pomerleau be appointed to the Elliot Lake Community Liaison Committee to serve for the remaining term of Council or until a successor is appointed.

Carried

Res. 285/15

Moved By: N. Mann

Seconded By: L. Cyr

That the resignation of Debbie Valley from the Committee of Adjustment be accepted, with regret.

Carried

15. ADJOURNMENT

Res. 286/15

Moved By: T. VanRoon

Seconded By: N. Mann

That this meeting adjourn at the hour of 8:15 PM.

Carried

Mayor

City Clerk



Denison Mines Inc.
1 Horne Walk, Suite 200
Elliot Lake, ON P5A 2A5
Canada

Tel: 705 848-9191
Fax: 705 848-4445

www.denisonmines.com

May 26, 2015

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

VIA EMAIL: lesley.sprague@city.elliottlake.on.ca

Attention: Ms. Sprague

**Re: Denison Mines Inc. and Rio Algom Limited – Presentation to City
Council June 22, 2015**

Denison and Rio Algom wish to make a Powerpoint Presentation to Mayor Marchisella, Elliot Lake City Council and the general public on June 22, 2015 at council chambers during the regularly scheduled City Council meeting.

This presentation will help to update Council and local citizens on activities that have occurred, or will be occurring, at the closed Denison and Rio Algom mine sites.

If you have any questions please do not hesitate to call.

Yours truly,

Denison Mines Inc.

A handwritten signature in blue ink that reads "per: [signature]". The signature appears to be "Ian Ludgate".

Ian Ludgate,
Manager
/ae

cc: D. Cates
D. Berthelot
P. Longo



Renaissance Centre

2 Veteran's Way, Elliot Lake, ON P5A 1Z6

www.renaissanceseniorscentre.ca

(705) 848-9721 telephone

rensecty@persona.ca

June 17, 2015

Mayor and Council
Corporation for the City of Elliot Lake
45 Hillside Drive N.
Elliot Lake, ON
P5A 1X5

Dear Mayor and Council:

We are asking to be placed on the June 22nd, 2015 Agenda for the next Council meeting. I plan on making a presentation requesting funding from the Community Well-Being Reserve fund provided by NWMO and intended to benefit projects, programs or services that benefit various community groups.

Sincerely,

Rick Baird,
President

THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY-LAW NO. 15-7

Being a by-law to establish a reserve fund for the purpose of the well-being of the community.


WHEREAS, Section 417, subsection (1) of the Municipal Act, 2001 empowers a municipality to establish and maintain reserve funds for any purpose for which it has authority to spend money;

AND WHEREAS, the Council of the City of Elliot Lake deems it advisable to establish a reserve fund for the purposes of supporting projects, programs or services that contribute to the sustainability and well-being of the community;

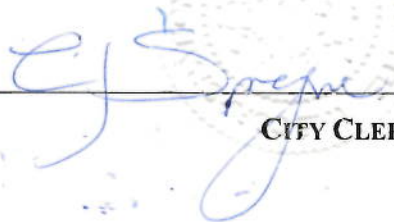
NOW THEREFORE the Council of the City of Elliot Lake **ENACTS AS FOLLOWS:**

1. **THAT** a reserve fund be established and maintained for the purpose of holding funds for the support of projects, programs or services that benefit the community such as, but not limited to, youth or seniors, community sustainability, energy efficiency, economic development and other initiatives considered as "Community Well-Being;"
2. **THAT** any interest and earnings on said funds shall form part of the Reserve Funds and be expended in accordance with this by-law;
3. **THAT** the monies transferred to the Reserve Fund and interest thereon shall not be expended, pledged or applied to any purpose other than for community well-being;
4. **THAT** this Bylaw shall come into force and effect upon enactment; and
5. **THAT** this By-law may be cited for all purposes as the "City of Elliot Lake Community Well-Being Reserve Fund By-law".

PASSED this 26th day of January, 2015.



MAYOR



CITY CLERK



c/o 21 Perini Road
ELLIOT LAKE, ON
P5A 2T1
[nscruisers@gmail.com](mailto:ns cruisers@gmail.com)

Mayor and Members of Council
City of Elliot Lake
45 Hillside Dr. N
Elliot Lake, ON P5A 1X5
Att: L. Sprague, Director of Clerks & Planning

June 15,2015

Subject: Request for Temporary Road Closure - Mountain Rd

Your Worship and Members of Council,

The North Shore Cruisers Car Club Inc. (The Club) is a not for profit corporation operating as a service club within the City of Elliot Lake (The City). The Club is working with The City in the planning and implementation of The North Shore Challenge Drag Races and related events. One of these events is the "Rev-Up Night" to be held on the Thursday prior to the start of the races. The purpose of this event is to bring cars and race participants into the City to provide a free entertainment for the citizens and bring business to the merchants, restaurants etc.

This years event is a "Burn Out Contest" to be operated by the The Club. The event will be held from 4pm to 8 pm on Thursday, July 16, 2015. The Burn-out Contest is to be held in the No Frills parking lot with the spectator area located on the grassy boulevard bordering on Mountain Rd. The contestant vehicles would be marshaled along Mountain Rd from the north entrance of No Frills to the Ski Hill entrance. The portion of Mountain Rd from Hwy 108 to The No Frills entrance will be the safe spectator area.

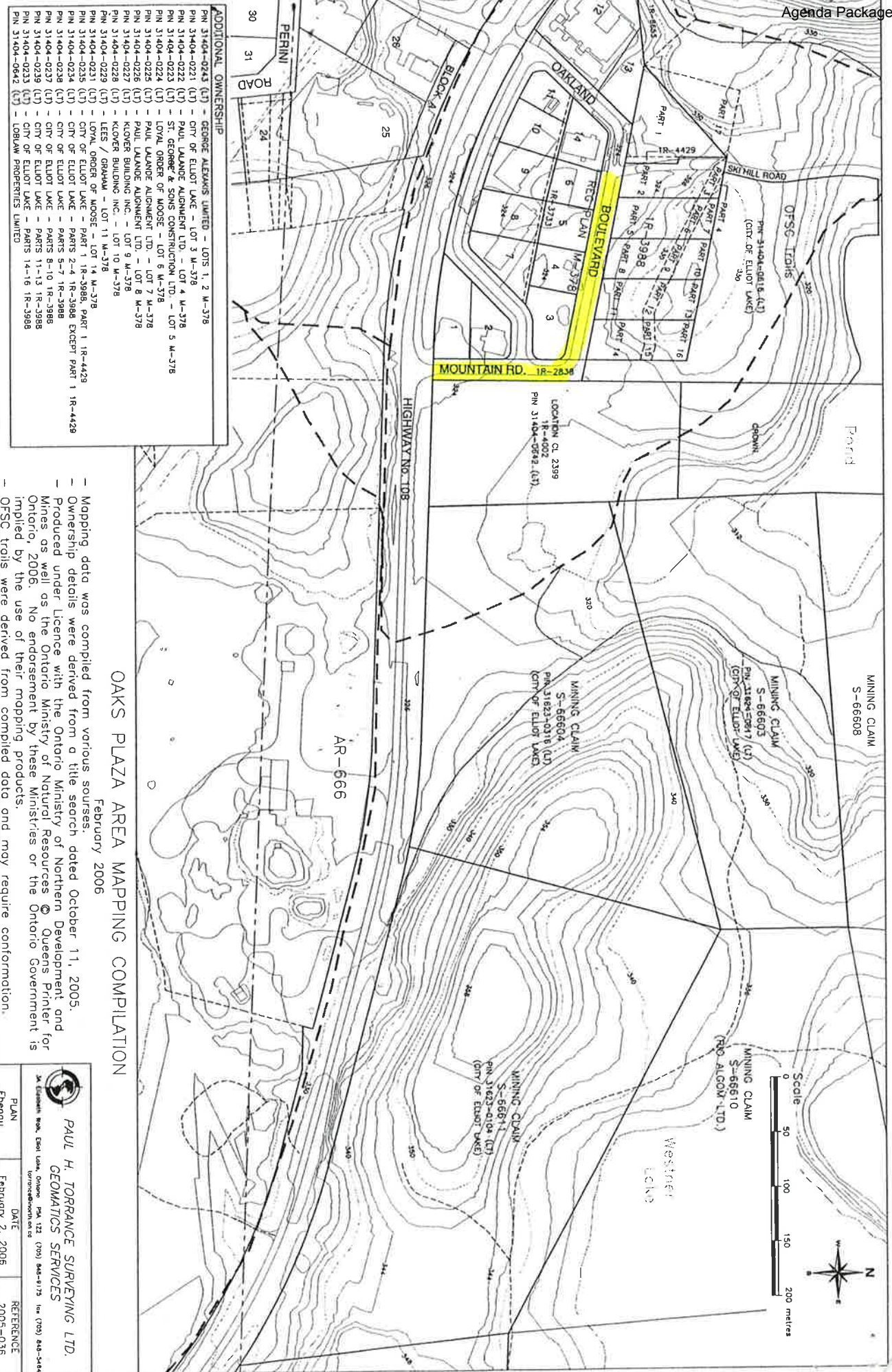
The only business to affected by the temporary road closure is the Chicken Coupe restaurant. Who is in agreement with the closure as they will be providing the food and beverages for the event.

Therefore the Club requests the City's permission to close the portion of Mountain Rd from Hwy 108 to the Ski Hill Rd from 4 pm to 8 pm on Thursday July 16, 2015 to accommodate the running of the Rev-up Night event.

Please contact me if you have any questions or require further information.

Regards,


Bruce Lawrence, President
North Shore Cruisers Car Club Inc.
705-849-8829



ADDITIONAL OWNERSHIP

PIN 31404-0243 (L1)	- GEORGE ALEXANDER LIMITED - LOTS 1, 2 M-378
PIN 31404-0221 (L1)	- CITY OF ELLIOT LAKE - LOT 3 M-378
PIN 31404-0222 (L1)	- PAUL LUKANDE ALIGNMENT LTD. - LOT 4 M-378
PIN 31404-0223 (L1)	- ST. GEORGE & SONS CONSTRUCTION LTD. - LOT 5 M-378
PIN 31404-0224 (L1)	- LOVAL ORDER OF MOOSE - LOT 6 M-378
PIN 31404-0225 (L1)	- PAUL LUKANDE ALIGNMENT LTD. - LOT 7 M-378
PIN 31404-0226 (L1)	- PAUL LUKANDE ALIGNMENT LTD. - LOT 8 M-378
PIN 31404-0227 (L1)	- KLOVER BUILDING INC. - LOT 9 M-378
PIN 31404-0228 (L1)	- KLOVER BUILDING INC. - LOT 10 M-378
PIN 31404-0229 (L1)	- LEES / GRAHAM - LOT 11 M-378
PIN 31404-0231 (L1)	- LOVAL ORDER OF MOOSE - LOT 14 M-378
PIN 31404-0232 (L1)	- CITY OF ELLIOT LAKE - PART 1 1R-3988, PART 1 1R-4429
PIN 31404-0233 (L1)	- CITY OF ELLIOT LAKE - PARTS 2-4 1R-3988 EXCEPT PART 1 1R-4429
PIN 31404-0234 (L1)	- CITY OF ELLIOT LAKE - PARTS 5-7 1R-3988
PIN 31404-0235 (L1)	- CITY OF ELLIOT LAKE - PARTS 8-10 1R-3988
PIN 31404-0236 (L1)	- CITY OF ELLIOT LAKE - PARTS 11-13 1R-3988
PIN 31404-0237 (L1)	- CITY OF ELLIOT LAKE - PARTS 14-16 1R-3988
PIN 31404-0238 (L1)	- CITY OF ELLIOT LAKE - PARTS 14-16 1R-3988
PIN 31404-0239 (L1)	- CITY OF ELLIOT LAKE - PARTS 14-16 1R-3988
PIN 31404-0242 (L1)	- LOBLAW PROPERTIES LIMITED

- Mapping data was compiled from various sources.
- Ownership details were derived from a title search dated October 11, 2005.
- Produced under Licence with the Ontario Ministry of Northern Development and Mines as well as the Ontario Ministry of Natural Resources © Queens Printer for Ontario, 2006. No endorsement by these Ministers or the Ontario Government is implied by the use of their mapping products.
- OFSC trails were derived from compiled data and may require confirmation.

OAKS PLAZA AREA MAPPING COMPILATION

February 2006

	PAUL H. TORRANCE SURVEYING LTD. GEOMATICS SERVICES 24 Elizabeth Ave., East York, Ontario M4A 1Z2 (709) 948-8175 Toronto@northline.ca
	PLAN: February 2, 2006 DATE: February 2, 2006 REFERENCE: 2005-036

THE CORPORATION OF THE CITY OF ELLIOT LAKE
MUNICIPAL OFFICE
45 HILLSIDE DRIVE NORTH
ELLIOT LAKE, ON P5A 1X5



June 16, 2015

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

ATTENTION: L. SPRAGUE, DIRECTOR OF CLERKS & PLANNING SERVICES

Your Worship and Members of Council:

RE: FINANCE & ADMINISTRATION COMMITTEE RESOLUTION

We wish to advise that at a meeting of the Finance & Administration Committee held Monday, June 15, 2015, the Committee passed the following resolution:

RESOLUTION 2015-27

THAT Report SR FIN 2015-16 of the Director of Finance, 2015 Optional Tax Tools, dated June 1, 2015 be received;

AND THAT the appropriate By-law be prepared for Council consideration.

A copy of the report is attached.

The foregoing is respectfully submitted for your information and appropriate action.

Yours truly,

A handwritten signature in blue ink that reads "Dawn Halcrow". The signature is written in a cursive, flowing style.

Dawn Halcrow
Director of Finance

The Corporation of the City of Elliot Lake
REPORT SR FIN 2015-16

Report of the Director of Finance
For the Consideration of the Council for the City of Elliot Lake

RE: 2015 Optional Tax Tools

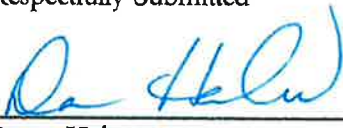
OBJECTIVE

To ensure compliance with statutory tax policy responsibilities pursuant to the Municipal Act, 2001 by adopting optional tax tools respecting the property tax capping system.

RECOMMENDATION

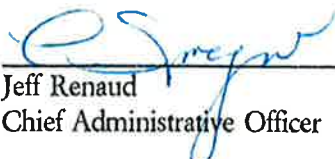
THAT Report SR FIN 2015-16 of the Director of Finance dated June 1, 2015 be received;
AND THAT the appropriate by-law prepared for Council consideration.

Respectfully Submitted



Dawn Halcrow
Director of Finance

Approved



per Jeff Renaud
Chief Administrative Officer

June 1, 2015

BACKGROUND

The Municipal Act, 2001 as amended, section 329 (1) allows single-tier municipalities to pass a by-law in each taxation year to utilize optional tax capping tools.

Municipal Tax Equity Consultants Inc (MTE) delivered a Tax Policy and Market Impact Study (MTE Study) to assist Council and staff to understand the local impacts of reassessment and in satisfying its tax policy responsibilities for 2011. In 2011, all properties in the Commercial, Industrial and Multi-Residential classes achieved full CVA tax and the cost of capping was \$0.00.

ANALYSIS

Since 1998, properties in the Multi-Residential, Commercial and Industrial tax classes have been subject to mandatory tax adjustments that control maximum year to year tax increases due to property re-assessment.

Up until 2005 a maximum annual tax increase of 5% was allowed, exclusive of any municipal budgetary change, in the capped tax classes. In 2005, the Province introduced several new optional tax tools to assist municipalities to move property tax accounts closer to their full Current Value Assessment (CVA) tax level at an accelerated rate. Municipalities are now required to pass a by-law should they elect to adopt one of the following optional tools:

1. Increasing the annual cap from 5% of the previous year's final (annualized) capped taxes up to 10%,
2. Setting a second limit for annual increases of up to 5% of the previous year's annualized CVA (uncapped) taxes; and/or
3. Instituting a threshold of up to \$250 for increasing properties, decreasing properties, or both. Where a threshold is set, and the difference between a property's capped tax and CVA tax is less than the threshold amount, that property is moved directly to its CVA tax destination.

The City of Elliot Lake opted to implement these available optional tax tools for the 2006 to 2008 taxation cycles. In 2009, the Province introduced two new additional tax capping tools to allow municipalities to further accelerate property tax accounts toward their full CVA tax level:

1. Under the first option, a property can be excluded from the current year's capping program if its final (capped) taxes for the previous year were equal to its CVA taxes for that year.
2. Under the second option property may be excluded from the current year's capping program if they move from a position of being capped in one taxation year to being subject to claw-back in the current year, or vice-versa.

In 2011, all Commercial, Industrial and Multi-Residential accounts reached full Current Value Assessment taxation. Therefore Option 1 applies, and all properties would be excluded from the capping program in 2015.

FINANCIAL IMPACT

Optional tax tools affect taxes levied against individual properties within the capped property classes but do not affect the City's overall tax levy. There is no capping cost to be covered by the general levy in 2015.

LINKS TO STRATEGIC PLAN

Setting maximum tax tools is consistent with Council's goals of providing for equal treatment to all taxpayers based on the Province's prescribed Current Value Assessment.

SUMMARY

It is recommended that Council adopt all optional Tax Tools related to Commercial, Industrial and Multi-Residential tax capping which will eliminate capping adjustments for all properties in 2015.

Public Services Committee

June 16th, 2015

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

Attention: L. Sprague, Director of Clerks & Planning Services

Your Worship and Members of Council:

RE: CLEAN-UP WEEK

At the regular meeting of the Public Services Committee held Monday, June 15th, 2015, the following resolution was passed:

RESOLUTION No. 29-15

THAT Staff Report OPS2015-14 dated June 9, 2015 of the Director of Operations be received;

AND THAT the Clean-Up Week event be discontinued in favour of a designated amnesty week for residential waste at the Elliot Lake landfill for 2016.

The foregoing is respectfully submitted for your information and appropriate action.

Yours truly,

Sean McGhee
Recording Secretary



The Corporation of the City of Elliot Lake

Staff Report OPS 2015-14

Report of the **Director of Operations**
for the Consideration of Council

RE: Clean-up Week Outcome

OBJECTIVE

To provide Mayor and Council with information and statistics associated with the 2015 Clean-Up Week event and to present recommendations regarding future Municipal clean-up initiatives.

RECOMMENDATION

THAT Staff Report OPS 2015-14 dated June 9th, 2015 of the Director of Operations be received;

And THAT Clean-Up Week be discontinued in favour of the distribution of one (1) complimentary landfill pass per residential household to be distributed annually;

Respectfully Submitted

Sean McGhee
Director of Operations

Approved

Jeff Renaud
Chief Administrative Officer

June 9th, 2015

BACKGROUND

Clean-up week was held from May 25th to May 29th inclusive and included curbside pickup of debris in addition to a municipal hazardous waste collection depot which took place on May 27th. There was no scheduled pickup of electronic waste as a local contractor expressed interest in acquiring the E-waste stream.

Although this has been a long standing event in the community, there have been significant increases in curbside volume as well as obvious abuses of the event since the advent of landfill user fees. It was noted during previous events that if the community was not completed before the weekend following the event, additional debris was placed curbside in the uncompleted areas of the City. It was determined that in order to minimize abuse, it was critical that the entire event be completed in one work week. To complete the task within this timeline, the crews were asked to work overtime as required.

All available public works department personnel, tandem trucks, and loaders are used for the duration of the event. Additional equipment and resources are rented from local service providers to achieve the necessary equipment levels.

In addition to running an aggressive advertising campaign which included weekly half page advertisements in the Standard and on the City of Elliot Lake website, residents were also asked not to place debris curbside until the weekend prior to the event.

ANALYSIS

In order to successfully complete the task, two crews are assembled utilizing all of the available resources. The task requires that the crew walk a total in excess of 140 kilometers of local roads while collecting the debris.

In total, the crew collected 2,762 cubic meters of debris while filling 206 tandem and tri-axle trucks. This equates to a calculated tonnage of 334 metric tonnes using an accepted conversion factor of 0.121 tonnes per cubic meter.

The total collected in 2014 was 3,274 m³ (396 tonnes) with 3,957 m³ (479 tonnes) collected in 2013.

The work was completed in the necessary timeframe, however 665 regular hours and 236.5 hours of overtime were committed to the accomplishment of this task. During this period of time, no other municipal work was performed. Fortunately, no emergency situations were encountered which would have drawn from the necessary complement of clean-up crew personnel.

FINANCIAL IMPACT

The total cost to complete the event falls under two separate and distinct groups. The first group is actual costs that are above and beyond the normal operational expenditures incurred by the department. This includes rental of equipment, overtime incurred, and meal allowances. The second group is what is referred to as opportunity cost which includes any expenditure that would otherwise be incurred but was redirected to clean-up week associated activities. This includes regular salaries and wages and could also include revenue lost from landfill tipping fees not collected.

These cost breakdowns are as follows:

Actual Costs

- Equipment rentals - \$13,091.98
- Overtime incurred - \$ 5,382.58
- Meal allowances - \$ 570.00

Total Actual Cost - **\$19,044.56**

Opportunity Costs

- Regular hours for Public Works Department crew - \$15,175.84
- Internal vehicle and machinery cost (estimate) - \$17,325.00
- Lost revenue from tipping fees - \$20,052.00
- Additional lost revenue from Cottage Lot passes (estimate) - \$2,250.00

Total Opportunity Cost - **\$54,802.84**

Total Cost (Actual and Opportunity) for the 2015 Clean-Up Week event **\$73,847.40**

SUMMARY

Although appreciated in the community, the Clean-Up Week has grown in magnitude such that it has become not only cost prohibitive, but a significant drain on our Public Works Department resources. The event is hosted during a critical time and impedes many of the important functions performed by the department. These functions include, but are not limited to street sweeping, storm sewer repairs, and general post winter infrastructure repair within the Municipality.

In an effort to maximize the effective use of Public Works Department time and resources, while reducing overall operating costs, the following options should be considered.

1. Discontinue the event in its entirety. Although the community as a whole has become accustomed to the service, our Municipal resource would be better utilized by focus on infrastructure upkeep and repair;
2. Discontinue the curbside event, but provide each residential dwelling with one (1) complimentary landfill pass for the 2016 year. Some restrictions, such as maximum capacity of the load would be recommended. This option could potentially generate some business for local service providers as residents without the means to transport refuse may solicit assistance;
3. Discontinue the curbside event and schedule an amnesty week at the landfill site. This option presents numerous logistical concerns and is not recommended;

As noted, there are options available to meet the waste disposal needs of the community without negatively impacting the work done by the Public Works Department. In addition to the cost savings and increase in productivity, the elimination of unsightly piles of debris on the side of our City streets will enhance the overall appearance of the community.

Public Services Committee

June 16th, 2015

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

Attention: L. Sprague, Director of Clerks & Planning Services

Your Worship and Members of Council:

RE: HIRSHHORN AVENUE RECONSTRUCTION

At the regular meeting of the Public Services Committee held Monday, June 15th, 2015, the following resolution was passed:

RESOLUTION No. 30-15

THAT Staff Report OPS2015-14 dated June 9, 2015 of the Director of Operations be received;

AND THAT contract 2015-E1 for road reconstruction and storm sewer installation services in the amount of \$948,377.⁰⁰ plus applicable taxes be awarded to K.J. Beamish Construction Company Ltd.

The foregoing is respectfully submitted for your information and appropriate action.

Yours truly,

Sean McGhee
Recording Secretary



The Corporation of the City of Elliot Lake

Staff Report OPS2015-15

Report of the **Director of Operations**
for the Consideration of Council

RE: HIRSHHORN AVENUE ROAD RECONSTRUCTION

OBJECTIVE

To provide Mayor and Council with information regarding the tender for road reconstruction services on Hirshhorn Avenue.

RECOMMENDATION

THAT Staff Report OPS2015-15 dated June 9, 2015 of the Director of Operations be received;

AND THAT contract 2015-E1 for road reconstruction and storm sewer installation services in the amount of \$948,377.⁰⁰ plus applicable taxes be awarded to K.J. Beamish Construction Company Ltd.

Respectfully Submitted

A blue ink signature of Sean McGhee.

Sean McGhee
Director of Operations

Approved

A black ink signature of Jeff Renaud.

Jeff Renaud
Chief Administrative Officer

June 9, 2015

BACKGROUND

Tender No. 2015-E1 was released to request bids for the replacement of approximately 700 meters of road, and the installation of 600 meters of storm sewer. The tender was developed by Mike Perkins, P. Eng. and identified that all work be completed to applicable OPSS standards where applicable. The project is expected to be completed within 60 working days of commencement. A late penalty of \$700.00 per day beyond the anticipated completion date has been incorporated into the contract.

This project is a continuation of the Hirshhorn reconstruction project which was started in 2011 and includes Short Road between Hirshhorn Avenue and Hillside Drive. This project is part of an initiative that was developed almost 30 years ago and was designed to eliminate open ditches in favour of below grade storm water systems.

The project includes the removal and replacement of asphalt surface in addition to replacement of substandard substrate material. The contract includes the removal of all ditches and the installation of non-corroding storm sewers as indicated in the engineering drawings supplied with the tender document. Asphalt gutters will be incorporated into the road edging to further manage run-off and storm water flows.

Prior to the commencement of the project, all residential sewer connections are inspected by camera. Municipal forces are used to repair any compromised connections between the property line and the sewer main. This ensures the integrity of the system and minimizes the need for excavation of the road after resurfacing.

A \$60,000.00 contingency allowance was integrated into the unit pricing schedule to address any unanticipated issues encountered during construction.

The tender was advertised on the City of Elliot Lake website and through the Merx website. Four firms responded to the tender.

ANALYSIS

The pricing received through the tender responses was as follows:

- Interpaving Limited - \$1,098,250.⁰⁰
- Pioneer Construction Inc. - \$1,244,578.⁶¹
- K.J. Beamish Construction Company Ltd. - \$948,377.⁰⁰
- Belanger Construction Ltd. - \$1,149,610.⁰⁰

No bid irregularities were noted during the tender review process.

FINANCIAL IMPACT

There is a total of \$998,534.⁰⁰ available to complete this project in the 2015 budget. The funds are available through the following sources:

- Gas Tax Funds - \$739,000.⁰⁰
- Unexpended capital carried forward - \$63,923.⁰⁰
- Taxation - \$182,006.⁰⁰
- Ontario Community Infrastructure Fund (OCIF) grant - \$82,534.⁰⁰

The total submitted cost for construction by K.J. Beamish Construction Co. including adjusted taxes is \$965,068.43 which leaves a total of \$33,466.00 available for contract management.

LINKS TO STRATEGIC PLAN

This project is consistent with Goal 9 of the strategic plan which is “To maximize opportunities for intra-municipal mobility through continued maintenance and further improvement and development of municipal infrastructure”.

SUMMARY

It is recommended that the tender submission by K.J. Beamish Construction Company Ltd., in the amount \$948,377.⁰⁰ plus applicable taxes for Hirshhorn Avenue road reconstruction and storm sewer installation services be accepted.

Public Services Committee



June 16th, 2015

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

Attention: L. Sprague, Director of Clerks & Planning Services

Your Worship and Members of Council:

RE: TRANSIT BUS PURCHASE

At the regular meeting of the Public Services Committee held Monday, June 15th, 2015, the following resolution was passed:

RESOLUTION No. 31-15

THAT Staff Report OPS2015-14 dated June 10, 2015 of the Director of Operations be received;

AND THAT contract 2015-09 for supply of two (2) 183" wheelbase transit busses through the Metrolinx Transit Purchasing Initiative in the amount of \$375,000.⁰⁰ plus applicable taxes be awarded to Creative Carriage Ltd.

The foregoing is respectfully submitted for your information and appropriate action.

Yours truly,

Sean McGhee
Recording Secretary



The Corporation of the City of Elliot Lake

Staff Report OPS2015-16

Report of the **Director of Operations**
for the Consideration of Council

RE: TRANSIT BUS PURCHASE

OBJECTIVE

To provide Mayor and Council with information regarding the purchase of a two (2) 183” wheelbase transit busses.

RECOMMENDATION

THAT Staff Report OPS2015-16 dated June 10, 2015 of the Director of Operations be received;

AND THAT contract 2015-09 for supply of two (2) 183” wheelbase transit busses through the Metrolinx Transit Purchasing Initiative in the amount of \$375,000.⁰⁰ plus applicable taxes be awarded to Creative Carriage Ltd.

Respectfully Submitted

Sean McGhee
Director of Operations

Approved

Jeff Renaud
Chief Administrative Officer

June 10, 2015

BACKGROUND

The existing transit fleet consists of three 40 foot transit busses. Two of the units are 2004 Model Year Nova Busses with the third unit being a 2009 Model Year New Flyer. The contractor has reported that the Nova's are becoming increasingly unreliable with many serious failures including engine failure requiring rebuild, and front axle failures. In addition, the Nova busses are no longer certified for wheelchair access as the restraint systems for the wheelchairs no longer meet accessibility standards.

A recent review of the transit system during the annual reporting process identified ridership numbers that do not support the use of the large busses within our community. This coupled with increasing concerns around the reliability of the units, prompted discussion within the department surrounding the need for newer, smaller transit busses. It was further identified that new, creative approaches to the delivery of the service should be considered.

These issues, when coupled with the long term challenges associated with housing the units, clearly indicated that a re-evaluation of the use of these busses in this application was warranted. During discussions with our current transit service provider it was strongly suggested that our transit needs would best be served with smaller, agile units. These busses would be better suited to our lower ridership numbers and challenging road conditions.

The City of Elliot Lake has partnered with the Metrolinx Transit Procurement Initiative which gives us access to Provincially negotiated pricing on a variety of pre-selected units which meet transit system requirements and are fully compliant with Accessibility for Ontarians standards. In the process of reviewing options available to the Municipality, the Metrolinx contact noted that many Municipalities throughout the province are moving to smaller busses very similar in nature to those currently used in our Specialized Transit program.

Upon procurement of a new transit busses, the 2004 Nova units would be removed from the fleet and disposed of in a manner consistent with Section X of the procurement policy.

ANALYSIS

The 183" wheelbase units were determined to be best suited to our conditions and ridership. The Provincially procured units are based on a GMC 4500 Series chassis and are equipped with the standard 6.6 liter duramax diesel and 6 speed automatic transmission. The units come fully equipped for conventional and specialized transit operation with 19 available passenger seats as well as the ability to carry up to three wheelchairs.

These units fully meet current Accessibility for Ontarians with Disabilities Act standards and include air-ride suspension, full kneeling capability and a Braun Power Ramp with 1:6 slope.

The units are available and can be delivered within 110 days of the issue of a Purchase Order.

The purchase of these units would permit the use of the two small units as the primary transit service delivery busses, with the 2009 New Flyer as the backup. Given the reliability and storage issues associated with the larger New Flyer unit, replacement should be considered as a matter of high priority for the 2016 budget year.

The current Specialized Transit busses are stored at the Public Works Department and are fueled on site. A review of available storage options is necessary regardless of whether new units are purchased, or the 2004 Nova busses are to remain in service.

Service of the new units, if purchased, can be completed in house however outside contractor services may be required for heavy repairs due to the current work load for our fleet maintenance crew.

In the event that new units are not purchased, the maintenance and repair costs associated with the Nova Busses will continue to increase. Reliability of the units is such that additional arrangements for back-up school bus rentals will be required with AJ Bus Lines. A lease is available to store the existing units is available until April 2016 after which alternate storage for the 40 foot units will need to be secured.

FINANCIAL IMPACT

The new transit units are individually priced at \$179,800.⁰⁰ without fare box installed. The estimated price for a suitable fare box is approximately \$7,500.⁰⁰ per unit. This brings the total for two well-equipped transit busses to approximately \$375,000.⁰⁰.

At present the following funds are available:

- Dedicated Gas Tax – Public Transportation - \$421,989.⁴²
- Conventional Transit Vehicle Reserve - \$84,176.³⁶
- Specialized Transit Vehicle Reserve - \$466,039.¹⁵

This brings the total available funds to \$972,204.⁹³ which can be used toward the purchase of the units.

LINKS TO STRATEGIC PLAN

The purchase of this equipment contributes to compliance with Goal 9 of the strategic plan which is “To maximize opportunities for intra-municipal mobility through continued maintenance and further improvement and development of municipal infrastructure”.

SUMMARY

The existing Nova Transit Busses are 11 years old and have proven to be highly unreliable. The cost associated with maintenance, upkeep, and repair in light of the loss of our existing service provider is expected to be extremely high. The reliability issue, when considered in conjunction with limited storage availability and lack of compliance with accessibility requirements strongly suggests that replacement is warranted.

It is recommended that the existing 2004 Nova Busses be replaced with two (2) smaller 183” ARBOC units as quoted and supplied by Creative Carriage through the Metrolinx Transit Procurement Initiative.

9.8. May 5, 2015. Report from the Recreation and Culture Committee

re: 16th Annual HiRail Leasing North Shore Challenge Drag Race contracts

Res. 243/15

Moved By: Mrs. C. Nykyforak

Seconded By: Mr. L. Cyr

That Report R&C2015-01 of the Manager of Recreation and Culture dated April 28, 2015 be received;

And that the City of Elliot Lake enter into an agreement with the North Shore Cruisers Car Club at a cost of \$8,500 and Luskville Dragway Company Ltd. at a cost of \$31,000 plus taxes to host the 16th Annual HiRail Leasing North Shore Challenge Drag Race at the Elliot Lake municipal Airport on July 16-19th, 2015;

And that the necessary by-laws be passed, as recommended by the Recreation and Culture Committee in their resolution 17/15 dated May 5, 2015.

Carried

9.9. May 5, 2015. Report from the Recreation and Culture Committee

re: Elliot Lake Nuclear and Mining Museum Restructuring

Res. 244/15

Moved By: Mrs. C. Nykyforak

Seconded By: Mrs. T. VanRoon

That Report R&C2015-02 of the Manager of Recreation and Culture dated May 5, 2015 be received;

And that the City of Elliot Lake Nuclear and Mining Museum operate on a seasonal basis from the May long weekend until the September long weekend from 10:00 AM to 5:00 PM beginning in 2015 with off season visits available by appointment;

And that the Museum Advisory Board be dissolved and absorbed into the Recreation and Culture Advisory Committee as recommended by the Recreation and Culture Committee in their resolution 22/15 dated May 5, 2015.

Carried

10. NOTICES OF MOTION

10.1. May 6, 2015. Motion proposed by Councillor Nykyforak

THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY-LAW NO. 15-41

Being a by-law to authorize the lease of a portion of sidewalk owned by the Municipality.

WHEREAS The Corporation of the City of Elliot Lake (hereafter called the “Corporation”) is the owner of certain lands, more particularly described as a portion of Brunswick Walk measuring approximately 6 feet by 8 feet located immediately adjacent to the Elliot Lake e-Scooters, 8 Brunswick Walk, Elliot Lake, Ontario;

AND WHEREAS, Mr. Nicholas Lehoczky has requested, and the Corporation has agreed, to lease the lands for the purpose of displaying scooters for sale;

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

- 1. **THAT** the Corporation do lease to Mr. Nicholas Lehoczky, operating as Elliot Lake e-Scooters those certain lands under the terms and conditions set out in the Lease attached hereto as Schedule “A” and forming 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 Lease on behalf of the Corporation under the corporate seal.

PASSED this 22nd day of June, 2015.

MAYOR

CITY CLERK

**Schedule "A" to By-law No. 15-41 of
The Corporation of The City of Elliot Lake**

THIS LEASE, made in triplicate this day of , 2015

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE

(hereafter called the "City")

OF THE FIRST PART,

- and -

NICHOLAS LEHOCZKY, operating as Elliot Lake e-Scooters

(hereafter called the "Lessee")

OF THE SECOND PART.

WITNESSETH, that in consideration of the rents, covenants and agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

1.0 LANDS LEASED

The City agrees to lease unto the Lessee the lands outlined in red on Schedule "A" attached hereto and forming part of this lease and more particularly described as a portion of Brunswick Walk measuring approximately 6.0 feet by 8.0 feet located immediately adjacent to Elliot Lake e-Scooters, 8 Brunswick Walk, Elliot Lake, Ontario.

2.0 TERM AND APPLICATION FOR RENEWAL

The term of this Lease shall be for a period of five (5) summer operating seasons, commencing on the 1st day of April ending on the 30th day of September in each year. This lease shall expire on the 1st day of October, 2019.

3.0 RENT

The Lessee covenants and agrees to pay as rent in advance, in the amount of One Hundred and Thirty Dollars (\$130.00) plus HST per operating season, on or before the 1st day of April during each year of this Lease.

4.0 USE OF LANDS LEASED

The Lessee covenants to use the lands herein leased solely for the purpose of displaying merchandise offered for sale by Elliot Lake e-Scooters.

The Lessee covenants to pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the existence of this lease be lawfully imposed or become due and payable upon, or in respect of the operations conducted by the Lessee on the lands herein.

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The Lessee covenants to abide by and comply with all lawful rules, regulations and by-laws of the City and other governing bodies applicable to any use of the lands herein.

The Lessee acknowledges that the City is undertaking sidewalk improvements on Brunswick Walk during the 2012 operating season and that the construction activity may impact their use of the sidewalk during the 2012 operating season.

5.0 LEASE NOT TO BE ASSIGNED

The Lessee covenants not to transfer or assign this lease or any rights hereunder without obtaining the consent in writing of the City to such transfer or assignment.

6.0 INSURANCE

The Lessee covenants it shall at all times indemnify and save harmless, the City from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

As further security for such indemnity the Lessee shall carry public liability insurance, with an insurer satisfactory to the Treasurer of the Municipality, in an amount not less than Two Million Dollars (\$2,000,000.00) and shall provide to the City an insurance certificate indicating that the City is an additional insured.

7.0 TERMINATION OF LEASE

Either party may terminate this lease upon sixty (60) days written notice.

Upon termination of this lease, the Lessee covenants to immediately return the lands herein to their original condition or to a state which is agreed upon by both parties hereto.

8.0 REMEDY

It is agreed that the City will have the right to charge all costs incurred by the City to remedy a default under Paragraph 7.0 above, to the Lessee and that such costs may be collected by Distress.

Any breach of the covenants herein shall at the option of the City, operate to render this lease null void.

It is agreed that section 8.0 Remedy, shall survive any termination of the lease herein.

9.0 NOTICE

Any notice required or given pursuant to this Lease shall be given by 1st class post or personal service and in the case of the City to:

~ 3 ~

Mrs. L. Sprague, City Clerk
City of Elliot Lake
45 Hillside Dr. N.
Elliot Lake, Ontario P5A 1X5

and in the case of the Lessee to:

Mr. Nicholas Lehoczky
Elliot Lake e-Scooters
8 Brunswick Walk
Elliot Lake, Ontario P5A 2A8.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

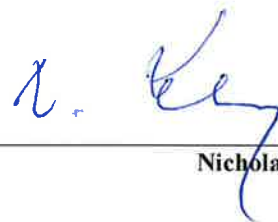
**THE CORPORATION OF THE
CITY OF ELLIOT LAKE**

MAYOR

CITY CLERK



WITNESS



Nicholas Lehoczky

<p style="text-align: center;">THE CORPORATION OF THE CITY OF ELLIOT LAKE</p>
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***B*Y-LAW NO. 15-33**

Being a by-law to Adopt Optional Tools
for the Purposes of Administering Limits
for the Commercial, Industrial and Multi-
Residential Property Classes”

WHEREAS the Corporation of the City of Elliot Lake (hereinafter referred to as “The Municipality” may, in accordance with Section 329.1 of the *Municipal Act*, 2001, S.O. 2001 as amended (hereinafter referred to as “*The Act*”) and Ontario Regulation 73/03, as made and amended under *The Act*, modify the provisions and limits set out in Part IX Section 329 of *The Act*, with respect to the calculation of taxes for municipal and school purposes payable in respect of property in the commercial, industrial and multi-residential property classes;

AND WHEREAS the municipality must similarly modify the provisions and limits set out in section 332 of *The Act* with respect to the “tenant cap” calculations;

AND WHEREAS this by-law shall only apply to properties in any of the Commercial, Industrial and Multi-Residential property classes to which Part IX of the *Act* applies;

AND WHEREAS for the purposes of this by-law the commercial classes shall be considered a single property class and the industrial classes shall be deemed to be a single property class;

AND WHEREAS “uncapped taxes” means, the taxes for municipal and school purposes that would be levied for the taxation year but for the application of Part IX of *The Act*.

AND WHEREAS The Council may pass a by-law to apply any one or any combination of the following options:

- a) Increase the annual cap from 5% of last year’s capped taxes up to a maximum of 10% of last year’s capped taxes; and/or set an upper limit on annual increases at the greater of the amount calculated under (a) and up to 5% of the previous year’s annualized CVA tax; and/or
- b) Establish a capping adjustment threshold of up to \$250 for increasing properties, decreasing properties or both, whereby no capping adjustments less than the threshold amount would be applied; and/or
- c) Exempt properties from the capping calculation where the previous year’s capped taxes for the property were equal to the uncapped taxes for that year, and/or
- d) Exempt properties from the capping calculation where the previous year’s capped taxes were less than the previous year’s CVA taxes and the current year’s capped taxes would otherwise be greater than the current year’s CVA taxes, or vice-versa.

AND WHEREAS a by-law passed to adopt the provisions of subsection 329.1 paragraphs 1 and 2 of the Act provides that such provisions shall also apply to section 332 of *The Act* with respect to the “tenant cap” calculations;

AND WHEREAS the Council has reviewed the provisions of Section 329.1 of the Act and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-Residential property classes:

NOW THEREFORE the Council of the Corporation of the City of Elliot Lake hereby **ENACTS AS FOLLOWS**:

1. **THAT** paragraphs 1, 2, 3, and 4 of Subsection 329.1 (1) of the Act shall apply to the Commercial, Industrial and Multi-Residential property classes for 2015.
2. **AND THAT**
 - (i) In determining the amount of taxes for municipal and school purposes for the year under subsection 329 (1) and the amount of the tenant's cap under subsection 332 (5), the greater of the amounts determined under paragraphs a) and b) as set out below shall apply in determining the amount to be added under paragraph 2 of subsection 329 (1), and the increasing amount under paragraph 2 of subsection 332 (5),
 - a. The percentage set out in Subsection 329(1) paragraph 2 and in Subsection 332(5) paragraph 2 shall be ten per cent (10%), and
 - b. The amount of the taxes uncapped taxes for the previous year multiplied by five per cent (5%).
 - (ii) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the uncapped taxes exceeds the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under section 329, as modified under section 329.1 of *The Act* and this by-law, by two-hundred and fifty dollars (\$250.00) or less.

3. **AND THAT** paragraphs 1, 2, and 3, of Subsection 8.0.2 (2) of Ontario Regulation 73/03 shall apply to the Commercial, Industrial and Multi-Residential property classes.

4. **AND THAT** properties that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of *The Act* for the 2015 taxation year:
 - (i) The capped taxes for the property in the previous year were equal to its uncapped taxes for that year
 - (ii) The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied.
 - (iii) The capped taxes for the property in the previous year were higher than the property's uncapped taxes for that year, and the current year's capped taxes would be lower than the current year's uncapped taxes if Part IX were applied.

5. **AND THAT** this by-law shall come into force and take effect on January 1, 2015.

PASSED this 22nd day of June, 2015.

MAYOR

CITY CLERK

THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY-LAW NO. 15-39

Being a by-law to temporarily close certain public highways.

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

1. **THAT** Quebec Road, be closed at noon on Friday July 3rd, 2015 and that Saskatchewan Road at Ontario Avenue, Manitoba Road between Saskatchewan Road and Horne Walk and the various walkways and lanes providing access to Parking Lot #1, the Lower Plaza and including the entire Lower Plaza Parking lot be temporarily closed on Saturday, July 4th, 2015, approximately between the hours of 3:00 PM on Saturday and 6:00 AM Sunday July 5th, 2015 for the purpose of social and recreational activities in connection with the 60th Anniversary Uranium Heritage Days Street Dance Event.

PASSED this 22nd day of June, 2015.

MAYOR

CITY CLERK

THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY-LAW NO. 15-42

Being a by-law to authorize the leasing of certain lands owned by the Municipality

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

1. **THAT** the Corporation lease to Non-Profit Retirement Residences of Elliot Lake, Inc., a part of the untravelled portion of a highway known as Highway 108 North, under the terms and conditions set out in the Lease attached hereto as Schedule "A" and forming 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 Lease on behalf of the Corporation under the corporate seal.

PASSED this 22nd day of June, 2015.

MAYOR

CITY CLERK

THIS LEASE, made in triplicate this day of June, 2015.

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(hereafter called the "City")

OF THE FIRST PART,

- and -

NON PROFIT RETIREMENT RESIDENCES OF ELLIOT LAKE, INC.
(hereafter called the "Lessee")

OF THE SECOND PART.

WITNESSETH, that in consideration of the rents, covenants and agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

1.0 LANDS LEASED

The City agrees to lease unto the Lessee, a part of the untravelled portion of a highway known as Highway 108, the general location being marked on Schedule "A" attached hereto and forming part of this lease.

2.0 TERM AND APPLICATION FOR RENEWAL

The term of this Lease shall be for a period of five (5) years, commencing on the 1st day of July 2015 and ending on the 1st day of July 2020 and renewable for five year terms.

3.0 RENT

The Lessee covenants and agrees to pay as rent in advance, in the amount of Three Hundred Dollars (\$300.00) per year on or before the 1st day of July during each year of this Lease. It is understood that a calendar year shall commence on the 1st day of July.

4.0 USE OF LANDS LEASED

The Lessee covenants to use the lands herein leased solely for the purpose of erecting a business sign for the Lessee's marketing centre located at 289 Highway 108 and a sign for the Hampton Inn located at 279 Highway 108 North and in accordance with the City's sign By-law; and in addition for the purpose of landscaping improvements on the leased lands. The landscaping improvements shall be compatible with the improvements undertaken by the City of Elliot Lake as part of the Hwy 108 beautification project.

The Lessee covenants to locate the sign according to schedule "A" attached hereto.

~ 2 ~

The Lessee covenants to pay or cause to be paid all rates, taxes, and assessments, of whatsoever description, that may at any time during the existence of this lease be lawfully imposed or become due and payable upon, or in respect of the operations conducted by the Lessee on the lands herein.

The Lessee covenants to abide by and comply with all lawful rules, regulations and by-laws of the City and other governing bodies applicable to any use of the lands herein. The Lessee shall make application for a sign permit in accordance with the Municipality's Sign By-law. The Lessee shall ensure the sign is not located under power lines, and shall not be located over a sidewalk and shall not interfere with site lines for pedestrian or vehicular traffic.

5.0 LEASE NOT TO BE ASSIGNED

The Lessee covenants not to transfer or assign this lease or any rights hereunder without obtaining the consent in writing of the City to such transfer or assignment.

6.0 INSURANCE

The Lessee covenants it shall at all times indemnify and save harmless, the City from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

7.0 TERMINATION OF LEASE

Upon termination of this lease, the Lessee covenants to immediately return the lands herein to their original condition or to a state which is agreed upon by both parties hereto.

Any breach of the covenants herein shall at the option of the City, operate to render this lease null and void.

8.0 PROVISOS

Provided that in the event of default hereunder or breach of any terms and covenants by the Lessee, the City shall have the right to distrain the Lessee's property.

Provided that the City may re-enter the leased premises herein for any non-performance or breach of the covenants herein.

Provided that if the Lessee shall remain on the leased premises after the expiration of the Lease, he shall be deemed to do so as a monthly tenant only.

9.0 NOTICE

Any notice required or given pursuant to this Lease shall be given by 1st class post or personal service and in the case of the City to:

Ms. L. Sprague, City Clerk
City of Elliot Lake
45 Hillside Dr. N.
Elliot Lake, Ontario P5A 1X5

and in the case of the Lessee to:

Mr. Richard Kennealy
General Manager
Elliot Lake Retirement Living
289 Hwy 108 North
Elliot Lake, ON P5A 2S9

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

**THE CORPORATION OF THE
CITY OF ELLIOT LAKE**

MAYOR

CITY CLERK

**NON-PROFIT RETIREMENT
RESIDENCES OF ELLIOT
LAKE, INC.**

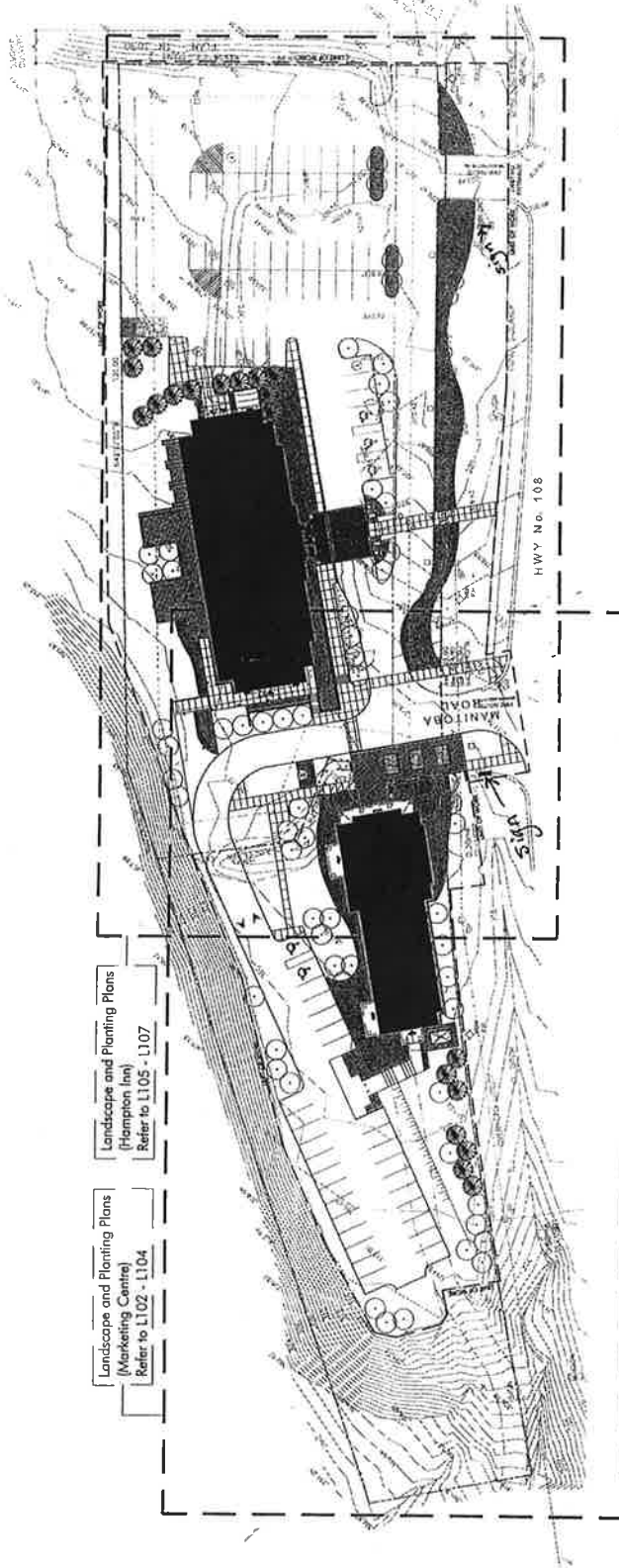


WITNESS



GENERAL MANGER

Schedule "A" to an agreement between the Corporation and Non-Profit Retirement Residences of Elliot Lake, Inc.



Landscape and Planting Plans
(Marketing Centre)
Refer to L102 - L104

Landscape and Planting Plans
(Hampton Inn)
Refer to L105 - L107

Consultation and design work is the property of the Architect and shall be returned to the Architect at the completion of the job. This drawing shall not be used for construction without the written consent of the Architect.

LEGEND

- Concrete paving
- Unit paving
- River rock
- Shrub/ perennials
- Deadstock line
- Contiguous line
- Stone plaza
- Benches
- Ballard
- Line/ oak response
- Wood strength
- Dashed line
- Plant Bay
- Grades

1	1/4" = 1' - 0"	Site Plan - Overall site plan	1/4"
2	1/4" = 1' - 0"	Site Plan - Marketing Centre	1/4"
3	1/4" = 1' - 0"	Site Plan - Hampton Inn	1/4"
4	1/4" = 1' - 0"	Site Plan - Parking	1/4"
5	1/4" = 1' - 0"	Site Plan - Landscaping	1/4"
6	1/4" = 1' - 0"	Site Plan - Utilities	1/4"
7	1/4" = 1' - 0"	Site Plan - Grading	1/4"
8	1/4" = 1' - 0"	Site Plan - Erosion Control	1/4"
9	1/4" = 1' - 0"	Site Plan - Fencing	1/4"
10	1/4" = 1' - 0"	Site Plan - Signage	1/4"
11	1/4" = 1' - 0"	Site Plan - Lighting	1/4"
12	1/4" = 1' - 0"	Site Plan - Security	1/4"
13	1/4" = 1' - 0"	Site Plan - Other	1/4"

ENVISION
Landscape Architecture
27135-21
27135-21



North Arrow



Tree/ Shrub

W.D. ARCHITECTS INC.

27135-21
27135-21

PROJECT TITLE
Hampton Inn
& Marketing Centre

27135-21
27135-21

OVERALL
LANDSCAPE
PLAN

SCALE	1/4" = 1' - 0"	DATE	2009
TITLE	OVERALL LANDSCAPE PLAN	PROJECT NO.	L101
DATE	2009	CLIENT	27135-21
DESIGNED BY	W.D. ARCHITECTS INC.	CHECKED BY	W.D. ARCHITECTS INC.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

***B*Y-LAW NO. 15-43**

Being a by-law to authorize the lease of a portion of land owned by the Municipality for the purpose of a Community Garden.

WHEREAS The Corporation of the City of Elliot Lake (hereafter called the “Corporation”) is the owner of certain lands, more particularly described as a portion of municipal property zoned Public Open Space and fronting on Ottawa Avenue measuring approximately 3600 square feet located immediately adjacent to 185 Ottawa Avenue, The North Star Family Resource Centre in Elliot Lake, Ontario.

AND WHEREAS, the North Star Family Resource Centre has requested, and the Corporation has agreed, to lease the lands for the purpose of operating a community garden;

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

1. **THAT** the Corporation do lease to the North Star Family Resource Centre those certain lands under the terms and conditions set out in the Lease attached hereto as Schedule “A” and forming 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 Lease on behalf of the Corporation under the corporate seal.

PASSED this 22nd day of June, 2015.

MAYOR

CITY CLERK

THIS LEASE, made in triplicate this th day of June, 2015.

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE

(hereafter called the "City")

OF THE FIRST PART,

- and -

NORTH STAR FAMILY RESOURCE CENTRE

(hereafter called the "Lessee")

OF THE SECOND PART,

WITNESSETH, that in consideration of the rents, covenants and agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

1.0 LANDS LEASED

The City agrees to lease unto the Lessee the lands outlined with diagonal lines on Schedule "A" attached hereto and forming part of this lease and more particularly described as a portion of municipal property zoned Public Open Space and fronting on Ottawa Avenue measuring 60.0 feet by 60.0 feet located immediately adjacent to 185 Ottawa Avenue, The North Star Family Resource Centre in Elliot Lake, Ontario.

2.0 TERM AND APPLICATION FOR RENEWAL

The term of this Lease shall be for a period of five(5) summer periods, commencing on the 1st day of May and ending on the 31st day of October in each year. This lease shall expire on the 31st day of October 2019.

3.0 RENT

The Lessee covenants and agrees to pay as rent in advance, in the amount of Two Dollars (\$2.00) per operating season, on or before the 1st day of May during each year of this Lease. The Lease rate of \$2.00 represents a value of \$1,905.00 based on the City's Policy for Leasing Municipal Property, the difference being recognized as an in-kind donation by the City for the services provided by the Lessee to the Community.

4.0 USE OF LANDS LEASED

The Lessee covenants to use the lands herein leased solely for the purpose of operating a community garden.

The Lessee covenants to pay or cause to be paid all rates, taxes and assessments, of

whatsoever description, that may at any time during the existence of this lease be lawfully imposed or become due and payable upon, or in respect of the operations conducted by the Lessee on the lands herein.

The Lessee covenants to abide by and comply with all lawful rules, regulations and City by-laws, the City's Policy for Leasing Municipal Property and other governing bodies applicable to any use of the lands herein.

5.0 LEASE NOT TO BE ASSIGNED

The Lessee covenants not to transfer or assign this lease or any rights hereunder without obtaining the consent in writing of the City to such transfer or assignment.

6.0 INSURANCE

The Lessee covenants it shall at all times indemnify and save harmless, the City from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

As further security for such indemnity the Lessee shall carry public liability insurance, with an insurer satisfactory to the Treasurer of the Municipality, in an amount not less than One Million Dollars (\$1,000,000.00) and shall provide to the Treasurer an open-end-term insurance certificate indicating that the City is an additional insured.

7.0 TERMINATION OF LEASE

Either party may terminate this lease upon sixty (60) days written notice.

Upon termination of this lease, the Lessee covenants to immediately return the lands herein to their original condition or to a state which is agreed upon by both parties hereto.

8.0 REMEDY

It is agreed that the City will have the right to charge all costs incurred by the City to remedy a default under Paragraph 7.0 above, to the Lessee and that such costs may be collected by Distress.

Any breach of the covenants herein shall at the option of the City, operate to render this lease null void.

It is agreed that section 8.0 Remedy, shall survive any termination of the lease herein.

9.0 NOTICE

Any notice required or given pursuant to this Lease shall be given by 1st class post or personal service and in the case of the City to:

Mrs. L. Sprague, City Clerk
City of Elliot Lake
45 Hillside Dr. N.
Elliot Lake, Ontario P5A 1X5

and in the case of the Lessee to:

Francine Bolduc, Supervisor
North Star Family Resource Centre
185 Ottawa Avenue
Elliot Lake, Ontario P5A 2N3

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

MAYOR

CITY CLERK

THE NORTH STAR FAMILY RESOURCE CENTRE

Leigh Brownell
WITNESS

Celine G. Yerrall
PRESIDENT

Francine Bolduc
WITNESS

Em Brunelle
VP

C. Luzak
WITNESS

Francine Bolduc
FRANCINE BOLDUC, SUPERVISOR

THE CORPORATION OF THE CITY OF ELLIOT LAKE

***B*Y-LAW NO. 15-44**

Being a by-law to authorize the entering into of an agreement for roadwork on Hirshhorn Avenue.

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

1. **THAT** the Corporation enter into an agreement with K.J. Beamish Construction Co. Limited, for the replacement of storm sewers and asphalt resurfacing on 700 metres of Hirshhorn Avenue, 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.

PASSED this 22nd day of June, 2015.

MAYOR

CITY CLERK

SECTION III

AGREEMENT

THIS AGREEMENT made in triplicate the 22nd day of June in the year Two Thousand Fifteen by and between

K.J. Beamish Construction Co. Limited

Hereinbefore and hereinafter called the "**Contractor**"

and

The Corporation of the City of Elliot Lake

Hereinbefore and hereinafter called the "**Owner**"

WITNESSETH: That the Contractor and Owner for the considerations hereinafter indicated undertake and agree as follows:

ARTICLE I

The Instructions to Bidders, the Tender Form, and Specifications/Terms of Reference are to be read herewith and form part of the present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.

ARTICLE II

The Contractor undertakes and agrees:

- a) To provide all necessary labour, equipment and materials and perform all the works as described in the Contract Specifications entitled:

**CONTRACT # 2015 – E1
HIRSHHORN AVENUE ROADWORK**

which were prepared by The Corporation of the City of Elliot Lake, Public Works Department, 3 Timber Road, Elliot Lake, Ontario.

- b) To do and fulfill everything indicated by this agreement and the Instructions to Bidders and Specification/Terms of Reference.
- c) To commence the work within seven days of being given written notice to proceed with the work and complete, substantially, all the work to which this agreement refers by a date mutually agreed upon by both parties.

ARTICLE III

The owner undertakes and agrees:

To pay the Contractor in lawful money of Canada for the performance of the work (subject to additions and deductions as provided in the General Conditions of the Contract) at the lump sum price of Nine Hundred and Forty-Eight Thousand, Three Hundred and Seventy-Seven Dollars plus HST (\$948,377.00) plus taxes

ARTICLE IV

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenant contained herein and in the General Conditions of the Contract, and that this Agreement with the General Conditions of the Contract, and the Specifications constitute the Contract and the Plans.

ARTICLE V

The Contractor agrees to carry out this Agreement in a manner calculated to avoid additional expenses and additional legal costs being incurred by the Owner and undertakes to indemnify the Owner for all such additional legal expenses and any legal costs arising from the carrying out of this Agreement including, without limited the generality of the foregoing, the Contractor agrees to indemnify the Owner for all legal expenses and legal costs that the Owner may be compelled to pay in respect of any Lien claim or claims which may be claimed or registered.

ARTICLE VI

The terms "Owner", and "City" and "Corporation" as mentioned in the Agreement, the Information for Bidders, the Tender, the General Conditions and the Special Conditions of the Contract, and Specifications, shall mean "The Corporation of the City of Elliot Lake."

ARTICLE VII

If and whenever either party hereto desires to give notice to the other party or in connection with this Agreement, such notice will be effectively given if sent by registered mail to:

The Contractor at: 34 Perini Road, Elliot Lake, ON P5A 2T1

The Owner at

Municipal Office
45 Hillside Drive North
Elliot Lake, Ontario
P5A 1X5

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

(THE CONTRACTOR

(
(BY _____

(AND _____ (SEAL)

**(THE CORPORATION OF THE CITY OF
ELLIOT LAKE**

(
(BY _____

(MAYOR

(
(AND _____ (SEAL)

(CLERK

WITNESS

THE CORPORATION OF THE CITY OF ELLIOT LAKE

***B*Y-LAW NO. 15-45**

Being a by-law to authorize an Agreement between the City of Elliot Lake and the Minister of Citizenship, Immigration and International Trade for funding under the Age-Friendly Community Planning Grant Program.

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

1. **THAT** the Corporation of the City of Elliot Lake enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship, Immigration and International Trade to provide funding under the Age-Friendly Community Planning Grant Program (Grants Ontario Case # 2014-11-1-52931508) for the purpose of completing a survey of key community stakeholders and developing an Age-Friendly Action Plan and Strategy, 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 Clerk of the Corporation are hereby authorized and directed to execute the agreement on behalf of the Corporation under the corporate seal.

PASSED this 22nd day of June, 2015.

MAYOR

CITY CLERK

**ONTARIO FUNDING AGREEMENT
 AGE-FRIENDLY COMMUNITY PLANNING GRANT PROGRAM
 Grants Ontario Case #: 2014-11-1-52931508**

THE AGREEMENT effective as of June 15, 2015

B E T W E E N:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
 as represented by the Minister of Citizenship, Immigration and International
 Trade**

(the “Province”)

- and -

THE CITY OF ELLIOT LAKE

(the “Recipient”)

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1
 INTERPRETATION AND DEFINITIONS**

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

“Additional Funding Requirements” means the requirements as specified in Schedule “A”.

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

“Budget” means the budget attached to the Agreement as Schedule “C”.

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Expenses” means costs incurred as of the date of the Minister’s Approval letter, and which are determined by the Province in its sole discretion to be reasonable, necessary and directly incurred and paid by the Recipient for goods, equipment or services related to carrying out the Project as described in Schedule “B” and as such costs may be further described in Schedule “C”.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Force Majeure” has the meaning ascribed to it in Article 26.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on June 15, 2015 and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the first Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“Maximum Funds” means approved up to **\$ 25,000.00**

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “B”.

“Project End Date” means the last date when Eligible Expenses can be incurred for this Project.

“Reports” means the reports described in Schedule “A”.

“Timelines” means the Project schedule set out in Schedule “B”.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 **General.** The Recipient represents, warrants and covenants that:
- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
 - (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
 - (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) decision-making mechanisms;
 - (d) procedures to provide for the prudent and effective management of the Funds;
 - (e) procedures to enable the successful completion of the Project;
 - (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
 - (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **June 30, 2016** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4
FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. The Province shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule “A”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2, and any Additional Funding Requirements as may be described in Schedule “A”;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province shall only provide Funds for Eligible Expenses incurred by the Recipient on or before the Project End Date;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to section 7.1; and
- (e) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 13.1.

4.3 Use of Funds and Project. The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with the Budget.

- 4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient’s immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
 - (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**ARTICLE 5
ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:
 - (a) it shall do so through a process that promotes the best value for money; and
 - (b) if the estimated cost of the supplies, equipment or services exceeds \$5,000, the Recipient shall obtain at least three written quotes unless:
 - (i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or
 - (ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.
- 5.2 **Disposal.** The Recipient shall not, without the Province’s prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

**ARTICLE 6
CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
 - (a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient shall:

- (a) submit to the Province all Reports in accordance with the timelines and content requirements set out in Schedule "A", or in a form as specified by the Province from time to time;
- (b) submit to the Province any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient shall keep and maintain:

- (a) all financial records (including invoices and proof of payments) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its

authorized representatives or an independent auditor identified by the Province, as the case may be.

- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

**ARTICLE 8
CREDIT**

- 8.1 **Notice of Publicity and Marketing:** The Recipient shall give the Province notice of its media events and marketing materials in accordance with the protocol attached to the Agreement as Schedule "E".
- 8.2 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project using the statement provided below:

Funded by the Government of Ontario
- 8.3 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**ARTICLE 9
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**ARTICLE 10
INDEMNITY**

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

**ARTICLE 11
INSURANCE**

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a

prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation, termination or material change.

11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.

12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is

to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.

- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
 - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (d) the Recipient ceases to operate; and
 - (e) an event of Force Majeure that continues for a period of sixty (60) days or more.
- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
 - (b) provide the Recipient with an opportunity to remedy the Event of Default;
 - (c) suspend the payment of Funds for such period as the Province determines appropriate;

- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

- 16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

**ARTICLE 17
REPAYMENT**

- 17.1 **Debt Due.** If:
 - (a) the Province demands the payment of any Funds or any other money from the Recipient; or
 - (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and mailed to the Province at the address provided in section 18.1.

**ARTICLE 18
NOTICE**

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry Citizenship, Immigration and International Trade, Ontario Seniors Secretariat
 Roberta Bondar Place, 70 Foster Drive, Suite 220
 Sault Ste Marie, ON P6A 6V9

Attention:

Tony D'Agostino
 Tony.D'Agostino@ontario.ca

To the Recipient:

The City of Elliot Lake
 45 Hillside Drive North
 Elliot Lake, ON P5A 1X5

Attention:

Miss Amanda Roy
 Community Planning Intern
 aroy@city.elliottlake.on.ca

- 18.2 **Notice Given.** Notice shall be deemed to have been received:
 - (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
 - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
 - (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

**ARTICLE 19
CONSENT BY PROVINCE**

- 19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

**ARTICLE 20
SEVERABILITY OF PROVISIONS**

- 20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 21
WAIVER**

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 22
INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 25
FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**ARTICLE 26
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 26.2 **Force Majeure Includes.** Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;
 - (c) lawful act by a public authority; and
 - (d) strikes, lockouts and other labour actions,
- if such events meet the test set out in section 26.1.
- 26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:
- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
 - (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.
- 26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 27
SURVIVAL**

- 27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 SCHEDULES

- 28.1 **Schedules.** The Agreement includes the following schedules:
- (a) Schedule “A” - Project Specific Information and Additional Provisions;
 - (b) Schedule “B” - Project Description and Timelines;
 - (c) Schedule “C” - Budget; and
 - (d) Schedule “D” - Requirements for Use of the Ontario Logo and Acknowledgement of Funding.
 - (e) Schedule “E” – Communications Protocol

ARTICLE 29 COUNTERPARTS

- 29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 30 JOINT AND SEVERAL LIABILITY

- 30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 31 RIGHTS AND REMEDIES CUMULATIVE

- 31.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 32 BPSAA

- 32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 33 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 33.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a “Failure”) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;

- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**ARTICLE 34
ENTIRE AGREEMENT**

34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Citizenship, Immigration and International
Trade**

Name: Abigail Katz Starr
Title: Director, Ontario Seniors Secretariat

Date

THE CITY OF ELLIOT LAKE

Name: Dan Marchisella
Title: Mayor

Date

Name: Lesley Sprague
Title: City Clerk

Date

I/We have authority to bind the Recipient.

SCHEDULE "A"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS	
Maximum Funding	Lesser of \$ 25,000.00
Funding Instalments	<p>Subject to section 4.2 of this Agreement,</p> <ol style="list-style-type: none"> I. Initial Payment of sixty percent (60%) of the maximum funding amount upon execution by both parties of the Agreement; II. Up to twenty-five percent (25%) of the maximum funding amount upon receipt and acceptance of a satisfactory Interim Report; III. Up to fifteen percent (15%) of the maximum funding amount or applicable portion of eligible cash expenditures upon receipt and acceptance of a satisfactory Final Report.
Address for notice if to the Province	<p>Ministry of Citizenship, Immigration and International Trade - Regional Services Branch:</p> <p>Tony D'Agostino Roberta Bondar Place, 70 Foster Drive, Suite 220 Sault Ste Marie, ON P6A 6V9 (705) 945-5923 Tony.D'Agostino@ontario.ca</p>
Address for notice if to the Recipient	<p>APPLICANT/PRIMARY CONTACT PERSON</p> <p>Miss Amanda Roy Community Planning Intern 45 Hillside Drive North Elliot Lake, ON P5A 1X5 (705) 848-2287 ext. 2135 aroy@city.elliottlake.on.ca</p>
Reporting	<p>An Interim Report is due: 6/16/2016 and must include the following:</p> <ul style="list-style-type: none"> • A copy of your organization's general ledger of account for this project reflecting cash transactions earned and incurred up to the Interim Report due date. • An expenditure forecast that reflects total eligible project costs as of the Interim Report due date through Project End Date; and • A completed Interim Report Form, signed on behalf of the Recipient by an authorized signing officer. <p>A Final Report is due on or before: 5/29/2017 and must include the following:</p> <ul style="list-style-type: none"> • Copies of invoices and proof of payment for all eligible cash expenditures incurred on or before the Project End Date. N.B.: A print-out of your organization's general ledger of account that supports actual project expenditures can serve as proof of payment; • A copy of all reports and publications produced as part of the Project including samples indicating how the Province's support has been acknowledged; • A completed Final Report Form, signed on behalf of the Recipient by an authorized signing officer, and • Any other details that may be requested by the Province. <p>Interim and Final Report Forms can be obtained from your local Ministry contact or downloaded from the Grants Ontario web portal.</p>
Additional Funding Requirements	<p>The Province will not provide any Funds to the Recipient until the Recipient has provided:</p> <ul style="list-style-type: none"> • Certificate of Insurance

**SCHEDULE “B”
PROJECT DESCRIPTION AND TIMELINES**

PROJECT DESCRIPTION AND TIMELINES	
Project Title and Description	Age-Friendly Elliot Lake Survey key community stakeholders and develop an Age-Friendly Action Plan and Strategy.
Project End Date	03/30/2017 N.B.: No eligible expenses will be funded after this date.
Timelines (Key project milestones and activities)	As per Project Work Plan (section G3) of your application for funding under the Age-Friendly Communities Planning Grant Program. In summary, this project will: <ol style="list-style-type: none"> 1. Create and send out surveys, communicate project to community via City website and creation of a Facebook page. 2. Form an action plan committee with terms of reference. 3. Survey community stakeholders and collect data. 4. Data is collected and used to identify the gaps in services and resources in the community. 5. A strategy to bridge the gaps in resources and services in Elliot Lake is developed and shared with community. 6. Age-Friendly Action Plan and Strategy is completed and ready for implementation.

N.B.: Pursuant to Article 4.4 of this Agreement, the Recipient will not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

**SCHEDULE "C"
BUDGET**

- The Province will provide funds of up to **\$25,000** to the Recipient to carry out the Project.
- The Recipient’s total revenues and expenses related to the Project are detailed in Table 1.
- Project funding may only be used to support expenses detailed below.
- No ineligible expenses will be funded by the Province. Ineligible expenses are listed at the end of this Schedule.
- As part of the reporting requirements, the Recipient is required to report on the interim and final status of the project, and actual expenditures.
- The final payment is contingent on receipt and acceptance of a satisfactory Final Report, including invoices and appropriate proof of payments.
- The final payment will be adjusted and made based on actual project expenditures.

TABLE 1 — TOTAL OPERATING REVENUES AND EXPENSES

REVENUES (Cash)	AMOUNT
Age Friendly Community Grant	\$ 25,000
TOTAL	<u>\$ 25,000</u>
PROJECT FUNDED EXPENSES (Cash)	AMOUNT
Facilitator Wages, 14 Weeks X 35 Hours/Week X \$20.40/hour	\$ 10,000
1 year membership to Survey Monkey X \$350	\$ 350
2 public consultations X \$400	\$ 800
200 survey clickers X \$10	\$ 2,000
Mail outs	\$ 1,000
Printing	\$ 3,000
Media/advertising	\$1,500
Translation services	\$1,500

2 group sessions with service providers X \$600	\$1,200
Transportation for the public for consultations and sessions	\$1,500
Meeting incidentals	\$1,000
Equipment to run survey clickers	\$1,150
TOTAL	<u>\$25,000</u>

INELIGIBLE PROJECT EXPENSES

- Capital projects, including renovations or upgrades to buildings.
- On-going operating or regular planning activities. This includes regular maintenance and operating expenses, core administrative and overhead costs such as rent, office supplies, telephone, and communications services such as internet.
- Acquisition of long-term assets such as computers, laptops, printers or other technology.
- Website development or upgrades.
- Development of architectural, engineering or other design drawings for the construction or renovation of facilities providing services to seniors, including housing.
- Fundraising, lobbying or sponsorship campaigns.
- Legal, audit or interest fees.
- Purchase of vehicles, fuel that is not related to supporting the project, and vehicle insurance
- Grants or funding to other organizations
- Credit and non-credit courses at a college or university
- Deficit reduction plans
- Project components already completed or funded by another organization
- Any costs incurred for initiatives held outside Ontario.
- Capital costs related to permanent structures (e.g., materials, labour, vehicles, land acquisition, purchase of equipment for project construction, computers, etc.).
- Alcohol

SCHEDULE “D”
 REQUIREMENTS FOR USE OF THE ONTARIO LOGO AND
 ACKNOWLEDGMENT OF FUNDING

Below are the requirements for use of the Ontario logo and acknowledgment of funding in all print and electronic communications, reports and publications produced in relation to the Project:

1. The Ontario logo should be used only as provided. The visual or structural relationship may not be changed in any way.

2. In most applications (e.g. business stationery), the Ontario logo appears in a black against a white or light background, e.g.



or, in white against a black or dark background, e.g.



There is no colour version of the logo. Digital files of the Ontario logo, in three formats (eps, tif and jpg) will be provided by the Province.

3. When accompanying other corporate logos, the Ontario Logo should be the same size.

4. The ministry name should not be used with the Ontario logo. Acknowledgement is of the **Government of Ontario** not the Ministry or Secretariat. The following are the two most common tag lines:

Funded by the Government of Ontario

or

Funding provided by the Government of Ontario

SCHEDULE "E"
GRANT RECIPIENT COMMUNICATIONS PROTOCOL
MEDIA, MARKETING AND ACKNOWLEDGMENT PROTOCOL

As part of the Province's effort to build awareness of programs for seniors, it may hold media events about or otherwise publicize its programs, including the Project.

This protocol applies to your own media and marketing efforts.

If you have any questions about this protocol, please contact the Ontario Seniors' Secretariat. *All notices of media events and advance copies of marketing materials should go to:*

Ontario Seniors' Secretariat, Age-Friendly Community Planning Grant Program, Infoseniors@ontario.ca

1. Media Events

- a. You must notify the Ontario Seniors' Secretariat if you plan to hold any media event in relation to the Project. Provide a minimum of seven business days' notice of the date and location of any event. Include details about anticipated attendance, invited guests and speakers. If there will be an announcement to the media and public, provide this a minimum of 7 business days' notice of its release.
- b. You may wish to consider inviting Members of Provincial Parliaments or other elected officials to your event.

2. Marketing Materials

- a. Marketing materials include but are not limited to brochures, reports, oral presentations or interviews, relating to the Project.
- b. You must provide the Province with advance copies of your marketing materials 7 business days prior to their distribution to the public, for information.

3. Acknowledgment of Province's Support

As provided in Article 8 of this Agreement, you must acknowledge funding from the Province in any publication, unless otherwise directed. This includes any oral or written publication.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

***B*Y-LAW NO. 15-46**

Being a by-law to temporarily close
certain public highways.

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

1. **THAT** a portion of Oakland Boulevard beginning at the Ski Hill Road up to and including Mountain Road, be closed from 4 PM to 8 PM on Thursday July 16, 2015, 2015 for the purpose of social and recreational activities in connection with the "Rev-up Night" being held as part of the North Shore Challenge Drag Race event.

PASSED this 22nd day of June, 2015.

MAYOR

CITY CLERK