

CITY OF ELLIOT LAKE



CITY COUNCIL - REGULAR MEETING
AGENDA

Monday, March 13, 2017

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 February 27, 2017 - Regular. 4
5. PUBLIC PRESENTATIONS
6. INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS
7. PRESENTATION OF COMMITTEE REPORTS
 - 7.1 March 3, 3027. Report from the Economic Development Committee 12
re: amendments to the Community Improvement Plan (CIP)
 - 7.2 March 7, 2017. Report from the By-laws and Planning Committee 36
re: Selling of Lands for Economic Development Purposes
 - 7.3 March 7, 2017. Report from the By-laws and Planning Committee
re: Offer to Purchase waterfront property adjacent to Glassy Bay
Outfitters on Elliot Lake

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

Staff Attendees in Closed Session: City Clerk, Director of Corporate Services, Director of Infrastructure Services
 - 7.4 March 7, 2017. Report from the Recreation and Culture Committee 46
re: agreement with Elliot Lake Retirement Living with respect to the Spine Road Cross Country Ski Trail

7.5	March 7, 2017. Report from the Recreation and Culture Committee	51
	re: Annual Drag race event	
8.	UNFINISHED BUSINESS	
9.	PETITIONS	
10.	CORRESPONDENCE	
11.	NOTICES OF MOTION	
11.1	March 13 2017. Notice of Motion from Mayor Marchisella	62
	re: Miners Memorial Wall criteria	
12.	PUBLIC QUESTION PERIOD	
13.	INTRODUCTION AND CONSIDERATION OF BY-LAWS	
13.1	By-law No. 17-8	63
	Being a by-law to accept the Offer to Purchase from Glassy Bay Outfitters for Part 1 on Plan 1R-2785, being Part of Parcel 2295 A.E.S., municipally known as the former Police Association clubhouse property	
	The Council may consider passing a resolution to deal with this by-law following the closed session.	
13.2	By-law No. 17-9	71
	Being a by-law to amend the Community Improvement Plan for the City of Elliot Lake	
13.3	By-law No. 17-10	93
	Being a by-law to amend the Municipality's Zoning By-law to permit the use of shipping containers in the Industrial zone as an accessory structure	
13.4	By-law No. 17-13	94
	Being a by-law to authorize and agreement with the North Shore Cruisers Car Club with respect to planning and hosting the 2017 Drag Race Event	
13.5	By-law No. 17-14	98
	Being a by-law to authorize an agreement with Luskville Dragway Company with respect to facilitation and provision of services with respect to the 2017 Drag Race Event	
13.6	By-law No. 17-15	104
	Being a by-law to authorize an agreement with Elliot Lake Retirement Living for use of property for the Spine Cross-Country Ski Trail	
14.	COUNCIL REPORTS AND ANNOUNCEMENTS	

15. ADDENDUM
16. CLOSED SESSION (if applicable)
17. ADJOURNMENT



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

Monday, February 27, 2017
7:00 PM
COUNCIL CHAMBERS

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

Present M. Humble, Director of Corporate Services
 J. Thomas, Director of Protective Services
 W. Rowland, Director of Community Services
 L. Sprague, Director of Clerks & Planning Services

Regrets C. Martin, Councillor
 L. Cyr, Councillor

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DECLARATIONS OF CONFLICT OF INTEREST**

Councillor VanRoon declared an indirect pecuniary interest with respect to item 7.2; Engineering Services RFP Outcome, as her husband is employed by Tulloch Engineering.

4. ADOPTION OF PREVIOUS MINUTES

4.1 February 13, 2017 - Regular.

Res. 55/17

Moved By: T. VanRoon

Seconded By: S. Reinhardt

That the following minutes be adopted:

February 13, 2017 - Regular.

Carried

- 4.2 Resolution No. 53/17, passed following the closed session of the February 13, 2017 Council meeting, was read.

5. PUBLIC PRESENTATIONS

5.1 February 27, 2017. Tax Policy presentation and discussion

Presenter: Peter Frise, Municipal Tax Equity Consultants Inc.

6. INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS

6.1 February 23, 2017. Report from the Manager of Information Technology

re: Information Technology Full Time Employee update

As this matter involves labour relations or employee negotiations, it may be discussed in closed session under Section 239.(2)(d) of the Municipal Act.

Res. 56/17

Moved By: N. Mann

Seconded By: S. Reinhardt

That the report from the Manager of Information Technology concerning an update on the Information Technology Full Time Employee position be discussed in closed session under Section 239.(2)(d) of the Municipal Act as this matter involves labour relations or employee negotiations.

Carried

7. PRESENTATION OF COMMITTEE REPORTS

7.1 February 23, 2017. Report from the Public Services Committee

re: Backwash Pumping System Rebuild

Res. 57/17

Moved By: N. Mann

Seconded By: T. VanRoon

That Staff Report OPS2017-03 dated February 6, 2017 of the Director of Infrastructure Services be received; and

That the provision of parts, materials, and services relating to the rebuild of one (1) backwash pump at the Elliot Lake water treatment plant be awarded to International Water Supply, as recommended by the Public Services Committee in their Resolution No. 09/17 dated February 22, 2017.

Carried

Councillor VanRoon withdrew from her position at the Council table.

7.2 February 23, 2017. Report from the Public Services Committee

re: Engineering Services RFP Outcome

Res. 58/17

Moved By: N. Mann

Seconded By: S. Reinhardt

That Staff Report OPS2017-04 dated February 14, 2017 of the Director of Infrastructure Services be received; and

That the contract for the provision of Professional Engineering Services pursuant to the requirements of Request for Proposal No. 2017-01 be awarded to Tulloch Engineering Inc. as recommended by the Public Services Committee in their Resolution No. 10/17 dated February 22, 2017.

Carried

Councillor VanRoon returned to her chair.

7.3 February 23, 2017. Report from the Finance and Administration Committee

re: Council and Board Remuneration

Res. 59/17

Moved By: N. Mann

Seconded By: S. Reinhardt

That Staff Report FIN2017-05 of the Director of Corporate Services dated February 7, 2017 be received; and

That in accordance with Section 284.(1) of the Municipal Act, S.O. 2001, c.25, as amended, the Statement of Remuneration and Expenses Paid to Members of Council and Board Members in the Year 2016 (the "statement") dated February 7, 2017 be received; and

That in accordance with Section 284(4) of the Municipal Act, S.O. 2001, c.25, as amended, the Statement be published on the City of Elliot Lake's website, as recommended by the Finance and Administration Committee in their Res. # 2017-09, dated February 22, 2017.

Carried

7.4 February 23, 2017. Report from the Finance and Administration Committee

re: Report on Building Fees

Res. 60/17

Moved By: N. Mann

Seconded By: C. Nykyforak

That Staff Report FIN2017-06 of the Director of Corporate Services dated February 8, 2017 be received; and

That in accordance with Section 1.9.1.1 of Division C, Part 1 of the 2012 Building Code, the 2016 report on Building Fees be received; and

That in accordance with the Building Code, to the extent that persons or organizations have requested notice of the preparation of this report, it shall be published on the City of Elliot Lake's website as recommended by the Finance and Administration Committee in their Res. # 2017-09, dated February 22, 2017.

Carried

7.5 February 23, 2017. Report from the Economic Development Committee

re: Waterfront Development Project at the Elliot Lake Public Boat Launch

Res. 61/17

Moved By: S. Reinhardt

Seconded By: N. Mann

That Staff Report EDC2017-03 of the Economic Development Coordinator dated February 15, 2017 be received; and

That the Council supports an application for funding to NOHFC and FedNor for the Waterfront Development Project on Elliot Lake as recommended by the Economic Development Committee in their Resolution No. 3/17 dated February 22, 2017.

Carried

7.6 February 23, 2017. Report from the Economic Development Committee

re: resignation from the Waterfront Development working group

Res. 62/17

Moved By: S. Reinhardt

Seconded By: C. Nykyforak

That the resignation of Donna Chris Morris from the waterfront development working group be accepted, with regret.

Carried

8. UNFINISHED BUSINESS

9. PETITIONS

10. CORRESPONDENCE

10.1 February 14, 2017. Memo from the Director of Clerks & Planning Services

re: resignation from the Community Liaison Committee

Res. 63/17

Moved By: T. VanRoon

Seconded By: S. Reinhardt

That the resignation of Robert deBortoli from the Community Liaison Committee be accepted, with regret.

Carried

10.2 January 24, 2017. Letter from Algoma Public Health

re: request for a resolution of support from the Board of Algoma Public Health for their Anti-Contraband Tobacco Campaign

Res. 64/17

Moved By: C. Nykyforak

Seconded By: S. Reinhardt

That the request for a resolution of support from the Board of Health for the District of Algoma with respect to raising tobacco excise taxes and tobacco enforcement activities, as detailed in their letter dated January 24, 2017, be received.

Carried

11. NOTICES OF MOTION

12. PUBLIC QUESTION PERIOD

13. INTRODUCTION AND CONSIDERATION OF BY-LAWS

14. COUNCIL REPORTS AND ANNOUNCEMENTS

Community Liaison Committee

Tuesday March 21st at 6:30, the CNSC will be making 3 presentations on:

1. Transport of Radioactive Material: Overview of the Regulatory Requirements
2. Transport of Radioactive Material: Overview of Emergency Preparedness
3. Transportation Security Used Nuclear Fuel

Fishing Derby

10th annual ice Fishing derby held February the 18th had a great turnout and a Grand Prize of \$23,600. Thank you to the sponsors, staff, and all the volunteers.

Pool Closure

The pool will be closed from February 27th to March 10th for upgrades to light fixtures. The Fitness room will remain open.

Indoor Walking Program

Now available at the Collins Hall. Mon – Fri 8:30 – 10 a.m. and Mon – Thurs 5:30 – 7:00 p.m. Cost is \$1 per time or monthly pass \$10.

Coffee House at the Civic Centre

February 24 from 7pm. Tickets are \$6 at the Welcome Centre. Featured artists are: Amber Piette, Patrick Guite, and Roger Daybutch.

Magic

Brent & Sarah’s Comedy Magic Show: Civic Centre Theatre, Saturday March 11 at 7pm. Tickets are: \$40 for a family of 4 or \$15 adults and \$9 children.

Winterfest

Winterfest will be held March 4th at Spruce Beach. There will be world class ice sculpting, maple taffy station and ice building blocks with Ice Culture Inc., sleigh rides, dog sled rides, BBQ, beaver tails, giant painted snow mountain. There will be shuttles running in ten minute intervals from Collins Hall and the arena to Spruce Beach.

15. ADDENDUM

Res. 65/17

Moved By: T. VanRoon

Seconded By: N. Mann

That we deal with the addendum to the agenda.

Carried

Res. 66/17

Moved By: T. VanRoon

Seconded By: N. Mann

That the Report of the Chief Administrative Officer concerning the disposition of property owned by the Municipality be discussed in closed session under Section 239.(2)(c) of the Municipal Act.

Carried

16. CLOSED SESSION (if applicable)

Res. 67/17

Moved By: N. Mann

Seconded By: C. Nykyforak

That this meeting proceed into closed session at the hour of 8:38 PM.

Carried

Res. 68/17

Moved By: S. Reinhardt

Seconded By: T. VanRoon

That this meeting come out of closed session at the hour of 9:50 PM.

Carried

Res. 69/17

Moved By: C. Nykyforak

Seconded By: N. Mann

That this meeting proceed beyond 10 PM.

Carried

Res. 70/17

Moved By: C. Nykyforak

Seconded By: T. VanRoon

That this meeting proceed into closed session at the hour of 9:52 PM.

Carried

Res. 71/17

Moved By: S. Reinhardt

Seconded By: T. VanRoon

That this meeting come out of closed session at the hour of 10:32 PM.

Carried

17. ADJOURNMENT

Res. 72/17

Moved By: C. Nykyforak

Seconded By: T. VanRoon

That this meeting adjourn at the hour of 10:33 PM.

Carried

Mayor

City Clerk

MUNICIPAL OFFICE:
45 HILLSIDE DR. N.
ELLIOT LAKE, ON, P5A 1X5

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Ec. Dev. Standing Committee

March 3, 2017

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: AMENDMENTS TO COMMUNITY IMPROVEMENT PLAN (CIP)

At the regular meeting of the Economic Development Standing Committee held Wednesday February 23, 2017 the following resolution was passed with respect to the above noted matter.

Resolution No. 7/17

“THAT Staff Report EDC 2017-04 dated February 22, 2017 of the Economic Development Coordinator be received;

AND THAT the Economic Development Standing Committee supports the amendments to the Community Improvement Plan “CIP” and recommends to Council for approval”

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

Yours very truly,

Ashten Vlahovich
Secretary, Economic Development Standing Committee

/av



The Corporation of the City of Elliot Lake

Staff Report EDC2017-04

Report of the **Economic Development Coordinator**
for the Consideration of Council

RE: Amendments to Community Improvement Plan (CIP)

OBJECTIVE

To provide the Economic Development Standing Committee with information regarding amendments to the Community Improvement Plan (CIP).

RECOMMENDATION

THAT Staff Report EDC 2017-04 dated February 22, 2017 of the Economic Development Coordinator be received;

AND THAT the Economic Development Standing Committee supports the amendments to the Community Improvement Plan "CIP" and recommends to Council for approval;

Submitted by,

A handwritten signature in black ink, appearing to read "Ashten Vlahovich".

Ashten Vlahovich
Economic Development Coordinator

Approved by,

A handwritten signature in blue ink, appearing to read "W. Rowland".

Wendy Rowland
Director of Community Services

February 22, 2017

BACKGROUND

At the regular meeting of Council held Monday January 9, 2017, the following resolution was passed:
Resolution 7/17

That Staff Report EDC 2016-08 dated December 12, 2016 of the Economic Development Coordinator be received; and

That the Economic Development Standing Committee supports the amendments to the Community Improvement Plan "CIP" and recommends to Council for approval; and

That the amendments to the CIP be forward to the Ministry of Municipal Affairs and Housing in accordance with section 28 of the Planning Act of Ontario; and

That a public meeting be scheduled for February 13, 2017 at 6:30 PM to present the report in accordance with section 28 of the Planning Act, as recommended by the Economic Development Committee in their Resolution No. 57/16 dated December 19, 2016

The public meeting was held February 13, 2017 to receive any comments regarding the updates to the CIP. Correspondence was received from the Ministry of Municipal Affairs and Housing (MMAH) with suggested amendments and comments. Staff have reviewed the comments and taken them in to consideration for the CIP.

ANALYSIS

After reviewing comments from MMAH staffs have made minor amendments to the CIP that was presented to Council January 9, 2017.

Amendments to the updated plan include;

- Grant up to 75% of building permit and planning fees to a maximum of \$5,000 for permits and \$1,500 for planning
- Section 3 – Community Improvement Project Areas has been amended to reflect the urban settlement area for the City as the Community Improvement Area with specific project areas being defined by bylaws after review of Council. These may be added at any time providing they meet the requirements defined by section 28 of the Planning Act.

FINANCIAL IMPACT

Although there are amendments to the CIP there is still a maximum funding allowance of \$20,000 per applicant. There is no direct impact to operating budget as the Community Improvement Plan fund has a balance of \$173,985, and it is recommended that the balance be used.

LINKS TO STRATEGIC PLAN

The CIP supports two action items within goals of the 2015 Strategic Plan; 'Support the local business community' and 'Develop investment readiness tools'.

SUMMARY

The Community Improvement Plan is a tool used by Municipalities to support investment and development in existing areas to improve the overall visual appearance and theme of the community. The CIP has been successful to date, and updating some of the eligible expense is expected to attract more investment, and beautification of existing properties in Elliot Lake.

City of Elliot Lake

Community Improvement
Plan

2016

City of Elliot Lake
Community Improvement Plan

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City of Elliot Lake

Community Improvement Plan

July 14, 2008

1. Background, Basis and Authority

1.1 Interest in Community Improvement

The City of Elliot Lake proposes to update the existing Community Improvement Plan to provide assistance to business owners and operators in the City with incentives to improve the physical characteristics of their buildings and properties. Initial interest was with the existing commercial areas in the downtown core and along Oakland Drive, and in the two industrial areas of Timber Road and Perini Road. Council set aside budget funds to provide incentives for Community Improvement in its 2008 budget, and individual businesses have expressed interest in participating in the program. To date over 20 businesses have accessed funds through the Community Improvement plan, and funds are still available for the project. The updates to the project will be aimed at creating more interest, and fostering new investment for beautification of the commercial areas.

Much of the City's commercial and industrial infrastructure was developed over the past 50 years, as the community expanded. In many instances, development standards have changed over the years, resulting in a need for private and public sector infrastructure improvements. From the early 1990's, The City has had to change its focus on transforming its economy from a mining community. During that time, the impact on the commercial and industrial sector has been significant, with a population and employment base that was inadequate to sustain the commercial sector and allow it to reinvest in their businesses and buildings.

Reports undertaken by the City over the past 15 years have highlighted specific areas of needed infrastructure improvement, from both the private and public sectors.

The initial areas the Community Improvement Plan focused on were primarily the downtown core, Oakland Boulevard and were extended to cover the North and South Industrial Areas.; however this has left some commercial operators without access to funding. There has been interest by these operators throughout the life of the Community Improvement Plan to date; and consideration should be given to expanding the areas.

The need for community improvement in Elliot Lake has been well established over the past number of years. The City has commissioned a number of studies which have provided an overview of the need for Community Improvement in the City and in the commercial and industrial areas, along with various recommendations on improvements. These include:

- Highway 108 Corridor Study, March, 2006 (Planscape)
- Winter City Design principles (Official Plan)
- Downtown Core and Industrial Area Improvements, October, 1996 (Bywater Mitchell Architects)
- Conceptual Design, Landscape Improvements Elliot Lake Highway 108 Corridor, December, 2007 (Draft) (Envision)
- Official Plan Review

In addition to the previous identification of the need for Community Improvement, the City has convened discussions with the business community to discuss community improvement, including a meeting with business operators in November, 2007, a Business Operator Workshop on February 12, 2008 and a business operator survey in March and April 2008.

Council subsequently reviewed various issues and options related to Community Improvement at its meeting of April 23, 2008, and provided some additional direction on the range of programs and potential project areas.

On May 26, 2008, council passed By-law 08-31 to establish Community Improvement Project Areas. A copy of By-law 08-31 is attached as Appendix 1.

Notice of a public meeting was published in the local newspaper beginning on May 28, 2008. A copy of the notice is attached as Appendix 2.

Since the Community Improvement Plan was adopted by Council, there have been over \$330,00 of eligible grant funding approved (grant amounts approved, actual paid out costs may differ slightly). The project has been successful to date, and would be beneficial for the Municipality and the commercial operators to continue the program.

1.2 Section 28 of the Planning Act

The Planning Act allows municipalities, under Section 28 of the Act, to become involved in Community Improvement Plans and to provide specific financial incentives to business owners to assist in Community Improvement. The municipality is required to have policies in its Official Plan respecting community improvement.

The Municipal Act generally prohibits municipalities from providing financial “bonuses” or incentives to private businesses unless they are exercising their powers under Section 28 of the Planning Act.

Section 28(1) of the Planning Act states that a “community improvement project area means ... an area within a municipality, the community improvement of which in the opinion of the council is desirable because of age, dilapidation, overcrowding, faulting arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason”. The existing commercial and industrial areas of the City of Elliot Lake

would be eligible for designation as community improvement project areas. It may also include the provision of affordable housing.

The City may become involved in any of the following activities within a community improvement project area:

- Acquire, hold, clear, grade or otherwise prepare land for community improvement – Section 28(3).
- Construct, repair, rehabilitate or improve buildings on land acquired or held by it, or sell, lease or otherwise dispose of any land or buildings acquired or held by it, in conformity with the Community Improvement Plan – Section 28(6).
- Make grants or loans to registered or assessed owners, and tenants of lands and buildings within the community improvement project area to pay for all or part of the eligible costs of rehabilitating such land and buildings in conformity with the community improvement plan - Section 28(7).
- The total of the Grants and Loans made under section 28(7) and 28(7.2) and the tax assistance as defined in Section 365.1 Municipal Act, 2001, shall not exceed the eligible cost of the Community Improvement Plan with respect to these lands - Section 7.3.

Section 28 also provides procedures that are to be followed in the preparation and approval of a Community Improvement Plan.

1.3 City of Elliot Lake Official Plan

The City's Official Plan contains policies to allow the City to be involved in Community Improvement. The Elliot Lake Urban area is designated as a potential Community Improvement Plan Area. Individual project areas may include the existing commercial and industrial areas.

The following are excerpts from the Official Plan relating to Community Improvement:

5.11 Community Improvement

Community Improvement may be defined as activities that maintain, rehabilitate and redevelop the existing physical environment of an area to accommodate the social and economic priorities of the community.

5.11.1 Goal

To improve the quality of life for the residents of Elliot Lake by maintaining and developing a physical environment that is attractive, complementary to the surrounding area, of a standard of construction suitable to the public health and safety of the residents and that provides for the community service and facility needs of residents.

5.11.2 Objectives

- 1. Maintain, upgrade and extend municipal services such as piped water supply and sewage disposal, street and pedestrian walkway lighting, road, traffic managements and parking services and facilities;*
- 2. Maintain, upgrade and provide new areas for municipal parks, recreation and cultural facilities throughout the Municipality;*
- 3. Encourage the maintenance, rehabilitation and renovation of existing buildings and streets;*
- 4. Develop an attractive and accessible pedestrian network system throughout the municipality;*
- 5. Maintain, rehabilitate and further develop the Central Commercial Area and Highway 108 Corridor into an area that provides a focus for the retail commercial, institutional, community public service and cultural needs of residents;*
- 6. Provide the basis for a program for municipal financial incentives to encourage the rehabilitation and improvement of private lands;*
- 7. Encourage consistency in urban design and signage while recognizing the importance of diversity and character of the existing built form; and*
- 8. Improve connections between commercial areas, the lakes and recreational trails.*

5.11.3 Criteria for Selection of a Community Improvement Project Area

Council when determining the need to delineate a part or parts of the Municipality as a Community Improvement Project Area shall apply the following criteria;

- 1. Inadequate pressures and volume in the piped water and undersized or deteriorated sewer facilities servicing area;*
- 2. The lack of or inadequacy of pedestrian walkways or recreational trails;*
- 3. The lack of or inadequacy of space and facilities for public parks, recreational and cultural features;*
- 4. The substandard construction or maintenance of existing buildings that cause a public health and safety problem, negative aesthetic impression and/or an*

- unattractive physical atmosphere that decreases the potential for retaining or developing a viable residential, commercial, industrial, or institutional area;*
5. *The lack of parking facilities and/or inadequate design of such facilities;*
 6. *The lack of or inadequacy of local roads to provide efficient and safe transportation service;*
 7. *The lack of visual and social amenities such as street and pedestrian landscaping and furniture, buffering, display centers, sheltered pedestrian areas and lighting systems;*
 8. *The lack of community cultural and entertainment facilities; and*
 9. *Where there is a conflict between neighboring land uses (e.g. where noxious conditions from an industrial use impact a residential area); or the underutilization of existing lands in areas intended to serve as major community focus or activity areas.*

This Plan is primarily intended to provide a framework for incentives for private sector improvements within the existing commercial areas.

2. Purpose

The purpose of the updates to the Community Improvement Plan is to adopt a program of municipal financial incentives that encourage the redevelopment and improvement of private lands.

A second purpose is to identify, in general terms, public sector works that will need to be coordinated with private sector improvements for efficient use of public and private infrastructure.

3. Community Improvement Project Areas

For the purposes of the CIP, the Community Improvement area would be considered the urban settlement area of the City of Elliot Lake. Specific Community Improvement Project Areas shall be reviewed and defined by Council with a corresponding bylaw and accompanying map clearly defining the eligible area. Community Improvement Project Areas defined by Council must be for the purpose of redevelopment and in accordance with the definition of a community improvement project area according to Section 28 of the Planning Act;

“a municipality or an area within a municipality, the community improvement of which in the opinion of Council is desirable because of age, dilapidation, overcrowding, fault arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason.”

Council passed By-law 08-31 on May 26, 2008, which identifies Community Improvement Project Areas. A copy of By-law 08-31 is attached as Appendix 1 to this Plan.

4. Façade Improvement Guidelines and Urban Design Guidelines

The full implementation of the Community Improvement Plan is predicated on the preparation of updated Façade Improvement Guidelines and Urban Design Guidelines that apply to the Community Improvement Project Areas.

Façade Improvement Guidelines were adopted by the City and all applicants were required to detail how their improvements aligned with them. There was a Community Improvement Plan Committee that met and reviewed all applications to ensure eligibility and that design guidelines were met. It is proposed that the same guidelines and criteria for review and approvals will be utilized.

5. Community Improvement Objectives

Within the context of this Community Improvement Plan, the following objectives will guide decisions on financial incentives:

1. To develop the commercial areas in general, and the downtown core in particular as a focus of activity and a gathering area to attract people.
2. To strengthen the vitality and economic viability of the businesses within the Community Improvement Project Areas;
3. To stimulate new investment in public and private lands;
4. To encourage consistency in urban design and signage while recognizing the importance of diversity and character of the existing buildings and areas;
5. To provide an attractive, safe, accessible and pedestrian friendly environment;
6. To improve pedestrian and vehicular circulation and connectivity within and around the Community Improvement areas, particularly in relation to the Highway 108 corridor and Horn and Porridge Lakes;
7. To improve the visual characteristics of the business community to provide a more pleasant shopping experience for patrons;
8. To encourage the industrial areas to redevelop in a more environmentally sustainable and visually attractive fashion.

6. Private Business Incentive Programs

The incentive programs will provide assistance with initial background planning and design, the construction of specific facilities, as well as with mitigating the impacts of any potential assessment and tax increases on properties resulting directly from the improvements constructed.

In order to implement the Community Improvement Plan, the City will provide the following incentives to private property owners and business owners within the Community Improvement Plan Area:

a. Planning and Design Grant

- i. The purpose of this grant is to offset the costs associated with preparing the necessary plans and drawings that will outline the extent of the improvements being applied for.
- ii. The City will provide a “one-time” grant of 75%, to a maximum of \$1,500 toward the cost of the preparation of architectural plans and site plans for building façade improvements, signage improvements or landscaping and property infrastructure improvements.
- iii. The grant will be conditional on the architect being approved by the City to ensure a consistent approach and adherence to design standards.
- iv. The grant would be paid in two equal installments, the first upon approval of the design drawings, and the second installment upon completion of the works.
- v. This grant will be available once the Community Improvement Plan is in effect.

b. Building façade improvements

- i. The purpose of this grant is to provide assistance toward improving and updating building facades to renew the facades and improve the attractiveness of the buildings.
- ii. The grant is open to both building owners and commercial tenants (operators), however, no grant can be issued to two separate parties for the same project or work to be done.
- iii. The façade improvement program will have two components: the first related to the main entrance/front of the building or storefront, and a second component for exterior side and rear building components that are highly visible from the street, public sidewalks or public or private parking facilities.
- iv. It is recognized that facades and storefronts vary considerably in width and height for buildings in the Community Improvement Areas. As such, the maximum grant available is proposed to vary by the size of the facility to which the improvements are proposed. The City may provide specific guidelines to assist with understanding the maximum amounts that may be applied to specific structures.
- v. If a building has 2 storeys, any façade improvement for a storefront shall include both storeys.
- vi. The grant for the main façade improvements will equal 50% to a maximum of:
 1. \$6,000 toward the façade improvement for a façade that is one storey in height and up to 10 metres in width;
 2. \$10,000 toward the façade improvement for a façade that is two storeys in height or 10 metres or more in width.
- vii. The grant for side or rear façade improvements will equal 50% to a maximum of \$5,000 per side/rear, but not to exceed a maximum of \$7,500.
- viii. The extent of the Grants will be outlined in the agreement between the applicant and the City, and would be paid when the work is complete, as determined by the City’s Chief Building Official.

- ix. This component of the program may operate in a staged fashion, based on the timing of the request for improvements, and may be considered in advance of the completion of the Façade Improvement Guidelines or Urban Design Guidelines.
 - 1. The owner/operator may engage the services of an architect from a list previously agreed to by the City;
 - 2. The City may provide the services of an architect to design the proposed improvements (this would then be in lieu of any further grant for the preparation of designs noted in section 6.a above);
 - 3. The owner/operator may hire its own architect or designer, and have the plans reviewed by an architect retained by the City.

c. Signage (and awnings and street numbering)

- i. This grant will assist applicants (owner or tenant) with replacing and updating existing signage. Signage improvement, including street numbering and awnings (seasonal or permanent) may be included.
- ii. A grant of 50% up to a maximum of \$2,000 will be available for the following projects:
 - 1. Removal of inappropriate, older or obsolete signs;
 - 2. Erection of appropriate signs or awnings in accordance with the Façade Improvement Guidelines and Urban Design Guidelines or plans approved by the City;
 - 3. Lighting improvements associated with the signage.
- iii. The grant is available initially as a one time grant for a property; a grant may be provided for a subsequent replacement sign by a new owner/operator, at 50% to a maximum of \$1,000.
- iv. The grant would be paid when the work is complete.
- v. Until the Façade Improvement Guidelines and Urban Design Guidelines are complete, the City may approve grants for signage improvements, similar to the process noted above for Façade Improvements.

d. Landscaping and property improvements

- i. The purpose of this grant is to provide assistance for upgrading the business property, including parking areas, boulevards, and other landscaping features including roofscapes and murals.
- ii. This grant is available to the owner of the property.
- iii. A grant of 50% up to a maximum of \$10,000 will be available for the following:
 - 1. improving the landscape between parking areas and the roadway, or between parking areas and the building;
 - 2. driveway entrance and walkway improvements.

- iv. As noted in the downtown core, rooflines are visibly deteriorating; eligible applicants who have a roof as a sightline in the downtown core may utilize their grant to improve the overall image of the roof, creating appealing roofscapes.
- v. Improvements that require the provision of public infrastructure improvements as a prerequisite for completing the on site landscape improvements (e.g. removal of drainage swales and provision of improved storm water management along the roadways), then such improvements may be deferred until the public infrastructure is completed.
- vi. The grant would be payable upon completion of the works.

e. Upgrade to Building Code (Structural Improvements)

- i. There are two components to this grant: accessibility and energy efficiency. It is to assist with making building improvements required to upgrade existing buildings to bring them into full compliance, or more into compliance, with the current standards of the Ontario Building Code, or to provide additional assistance to support accessibility.
- ii. The grants are available to building owners and tenants with the written authorization of the owner.
- iii. Accessibility
 - 1. While this may need to be coordinated with sidewalk and public infrastructure improvements, the grant will be used to provide accessible entrances and internal accessibility for grade level store fronts and offices. Where public infrastructure improvements are needed as a prerequisite to developing accessible entrances, this portion of the grant will be deferred until the public infrastructure works are developed.
 - 2. The grant will be 75% up to a maximum of \$5,000 toward the costs of improving accessibility to buildings. This grant may be in addition to the Façade Improvement Grant.
- iv. Energy Efficiency
 - 1. Additional retrofitting related to the façade improvements that would cover additional costs associated with improved insulation, or improved energy efficient windows may be considered for an additional grant.
 - 2. Improvements beyond those noted above are not covered at this time, but may be considered at a future date (see Section 7, Future Programs)
 - 3. The grant will be 50% up to a maximum of \$1,500 toward the costs of providing additional energy efficiency components. The grant may be used to cover the expenses of consulting services for energy audits.
 - 4. Where the grant is used to offset the costs of consulting services for the energy audit, the grant will only be paid out if the recommendations of the energy consultant are implemented.

5. Applicants are encouraged to obtain funding from other sources/programs to assist with energy efficiency retrofitting (such as the Ontario Eco-Energy program).
- v. The grants would be payable upon completion of the project.

f. Planning Application Fee and Building Permit Fee Grant

- i. This program will provide assistance with financing the cost of development by providing a grant to offset the amount of the applicable planning and building permit fees;
- ii. A property owner or a tenant (with the written consent of the owner) is eligible for this program;
- iii. This grant program only applies for approvals related to other approved grant programs in the Community Improvement Plan;
- iv. This grant includes site plan approval fees, applications amendment fees (if needed – for example, variance or zoning amendment) and building permit fees for eligible works;
- v. This will be a “one time” grant to the applicant and represents an amount equivalent only to the fees as outlined in the tariffs and fees by-law, as amended, of the City;
- vi. All fees will be paid at the time of application for approvals, with the grant payable as noted below;
- vii. Grants will be provided in the amount of 100% of the eligible planning and building permit fees, to a maximum of \$5,000 in building permit application fees; and 75% grant of a maximum of \$1,500 in planning application fees;
- viii. This grant would be transferrable to a new owner/tenant, provided the new owner/tenant enters into an agreement with the City;
- ix. This grant will be payable as follows:
 1. Upon approval of the planning application;
 2. Upon completion of the final inspection by the Building Dept for any works covered by the building permit fee.

g. Property tax increment grant

- i. This program will provide economic incentive for the rehabilitation of properties by providing a grant to the owner of the property to pay a portion of the municipal taxes (excluding education taxes) attributable to the increased assessment over a 5 year period. The effect of this grant would be to phase in any tax increase relating to a revised property assessment resulting from the property improvements.
- ii. Only the property owner is eligible for this program.
- iii. This grant will only be available where the property and building improvements undertaken through other Community Improvement grant programs result in an increase in the municipal share of the increased taxes (excluding education taxes) of a least \$200.00 per year.

- iv. Once a grant is made under this program, the property to which it is applied will not be eligible for another grant under the same program. (Note: a single grant application will cover the 5 year time frame, with the agreement to reflect the terms of the grant, as noted below)
- v. Calculation and terms of the grant:
 - 1. The grant will be provided in accordance with a grant schedule to the registered owner(s) of the property on an annual basis;
 - 2. The grant is calculated based on the increased assessment value after the renovation/construction (as determined by the Municipal Property Assessment Corporation MPAC) at the tax rate that was applicable in the year the renovation/construction was completed; the annual grant is based upon changes in property taxes as a result of construction and improvement. The annual grant is not based upon occupancy or changes in occupancy.
 - 3. The grant represents a percentage of the increase in municipal taxes (excluding education taxes) payable resulting from the improvements;
 - 4. The grant will be provided for approved projects on a declining basis over a 5 year period as provided below: (Note: assessment is fixed from year 1 and the change in assessment is to be determined by MPAC such that the market value portion of increased assessment is not eligible.)

Year of Increased Assessment Value	Grant as a percentage of the Year 1 of the Municipal portion on increased assessment value
Year 1	100 %
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%
Year 6	0

- 5. All property tax installments owing for each year must be fully paid for the entire year prior to the provision of any annual grant amount under this program. If a property tax installment is missed, or payment is late, the City will have the option, without notice and at its own discretion, to terminate all future grant payments;
- 6. The City will not pay an annual grant which exceeds the City's portion of the property tax collected in any year on the increased assessed value;

7. Tax increases resulting from general re-assessments, changes in tax legislation or increases in the tax rate are not eligible to be considered for the purposes of calculating this grant;
 8. If the property is sold, in whole or in part, before the grant period expires, the subsequent owner(s) is not entitled to future grant payments;
 9. The amount of the grants over the life of the program shall not exceed Eligible costs as per Section 28(7) and 28(7.2) of the Planning Act, as amended.
- vi. The City may at any time discontinue the grant program, however, any existing participants in the program will continue to receive the grants as determined for their properties until the conclusion of their approved schedule.
 - vii. Grants will be paid over a 5 year period, with year 1 of the programs being the first full calendar year in which taxes are paid after the project has been completed and re-assessed (For example, if an eligible building is completed in 2008 and re-assessed in 2009, year 1 of the grant schedule would commence in 2010, with the first annual grant to be provided at the end of 2010.
 - viii. This grant requires approval from Council.

7. Future Programs:

It is contemplated that the City may wish to expand the scope of the programs available to assist the building community. Such programs may include:

- Residential conversions/improvements for second storey residential units, to retrofit the space to create affordable housing that meets Building and Fire Code requirements;
- Major structural improvements, such as, bring the building up to current Building and Fire Code standards, with the intention of making the buildings structurally sound, safer and more efficient, leading to lower operating and maintenance costs for business operators;.
- Energy Efficiency improvements (beyond those provided in relation to the façade improvements).

Such programs may take the form of loans or grants.

The addition of these programs will be undertaken through an amendment to the Community Improvement Plan, and will be introduced following a public meeting and adoption of the amendment.

8. Grant Eligibility requirements

a. Agreement

All applicants that are approved to receive a grant will be required to enter into an agreement with the City that specifies the terms of the grant. The terms may include such matters as the total amount of the grant to be provided, entitlement to the grant if the property is sold, the

applicant' obligations if the applicant defaults on the agreement, provisions for audit associated with the actual costs associated with the application.

b. Application

All applicants shall submit an application for the specific grant program(s) to the City prior to the commencement of any works and prior to the issuance of a building permit. Submission of drawings and/or plans may be required as part of the application.

Where a building is multi-tenanted, preference may be given to façade improvement applications that provide a comprehensive façade improvement to an entire building in order to maximize the benefit of the improvements.

c. Eligibility

The owner is eligible for the grant programs. Where a tenant proposes to undertake the improvement for a particular project, written approval from the owner is required.

d. Expiration of grant

Approvals of grant programs will expire if work is not completed within 18 months from the date of execution of the agreement between the applicant and the City. Any request for an extension beyond 18 months shall be subject to the approval of the Economic Development Committee.

e. Grants payable upon completion of the project

Unless otherwise specified, grants will be advanced to the applicant upon full completion of the works, final inspection and approval and/or issuance of any required certificates, all to the satisfaction of the City. Progress payments will not be made.

f. Maximum Grant

The grant programs recognized in this Community Improvement Plan may be combined in a manner that will permit more than one grant per property provided all eligibility criteria and conditions are met for each program. Where this is permitted, the total financial incentive in the form of grants to an applicant or for an individual property shall not exceed \$20,000, with the exception of the Tax Increment grant, which shall be in addition to any other grant. This maximum grant applies to multi-tenant buildings as a whole, however, where the façade improvements apply to multi-tenant two storey buildings with a width of 20 metres or greater, the maximum grant may be up to \$40,000 for the building.

The total of all grants combined under all programs shall not exceed Eligible costs of the community improvement plan with respect to those lands and buildings.

The grant programs are not meant to preclude an applicant from being eligible for other grant and/or loan programs offered by other agencies or as part of a future Community Improvement Plan.

As the eligible cost areas remain the same, but some projects have been updated; applicants who have already received funding but did not receive in each eligible category may make one additional application specifically to the new area of funding or for a project they had not completed yet.

Ex: Applicant A has received funding for façade improvements but has not yet applied for accessibility funding; Applicant A has an allowance to apply one additional time to the Community Improvement Plan for accessibility upgrade costs.

g. Tax Arrears or other charges (monies owing to the City)

Lands or buildings shall not be eligible for any grants if they have any tax arrears, outstanding utility charges or any other legal claim, lien or order or any other charges or claims that may adversely or abnormally affect title of the property, other than mortgages in good standing.

All grants applicable to a specified property shall not exceed the post improvement value of the building and property regardless of any other program criteria that may apply.

h. Third Party Agreements

Grants are not to be part of any third party agreement (e.g. between the owner/operator and subcontractor).

i. Transferability to other properties

Unless otherwise specified, approved grants allocated to a specific property are not transferable to any other property, but may be transferred to a new owner/operator of an approved property.

j. Works already commenced

Grant programs are not retroactively applied to works started or completed prior to the approval of an application.

9. Staging of community improvements

Community Improvements that require public sector improvements shall not be initiated until the City has prepared its required studies, unless the City is satisfied that such improvements may proceed without compromising future public sector improvements.

Where the grant amounts requested exceed the City's available budget for a given year, the applicant may opt to defer the grant application to a subsequent year when funds are available.

10. Public Facilities

This Community Improvement Plan focuses on financial incentives for private businesses.

Through the background review of this Plan, certain public works have been identified as potentially contributing toward community improvement in the commercial core and in the industrial areas. These include:

- Parking area improvement and improved vehicular circulation;
- Acquisition of specific properties that may be required to accommodate improved pedestrian and vehicular circulation through the project areas;
- Improved landscaping and the provision of street furniture in strategic locations throughout the core, especially given the topographic features of the core area and the steep inclines in various locations;
- Improved pedestrian access and movement through the core area;
- Provision for "way signs" and directional signage at pedestrian level to assist with circulation;
- Improved storm drainage and definition of boulevards in the Perini Road industrial area;
- Provision or construction of municipal playgrounds, parks, market areas and other facilities that will attract people to the commercial areas.

The City will undertake such studies as are necessary to identify and recommend appropriate improvements to these facilities, following which they may be implemented through this Community Improvement Plan.

11. Sale of Land

The City may dispose of land or buildings in the Community Improvement Project Areas in accordance with the provisions of Section 28(10) of the Planning Act.

12. Implementation

a. Administration

The Community Improvement Plan will be administered by the City of Elliot Lake Economic Development Division, with assistance from other City Departments, as required to administer components of the Plan.

There is a review committee to review and approve applications of grants for façade improvement, signage improvement and for landscape improvements.

b. Financing of Improvements

Council will establish an annual budget for grants related to Community Improvement projects. Funds may be allocated to public works as well as incentive programs.

Grants will be made available subject to available funding.

Given budgetary limitations for available funding, there may be instances when an application cannot be processed in the current fiscal year, in which case it may be considered in a subsequent fiscal year, subject to available funding.

A grant application may be approved for an amount less than the determined entitlement and less than the maximum amount allowed under a given program.

c. Property Standards

The City will review and revise, if necessary, its Property Standards By-law. All works approved through the Community Improvement Plan shall comply with the Property Standards By-law, as amended from time to time.

d. Sign By-law

The City will review and revise, if necessary, its Sign By-law under the provisions of the Municipal Act, 2001, as it relates to the Community Improvement Project Areas. The By-law will provide regulations for new signs to implement the design guidelines and provide a basis for reviewing applications for improved sign grants.

e. Monitoring and Amendments

The City will review the programs and activities relating to Community Improvement to determine their effectiveness. Council may amend this Plan as is necessary to ensure that the program remains relevant.

The availability of funds for grant purposes will be reviewed by Council as part of its annual budget deliberations. The funding available on an annual basis will not require an amendment to the Plan unless the funding is proposed to apply to new programs that are not contemplated in this Plan.

Appendix 1

**By-law 08-31
To designate Community Improvement Project Areas**

THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY-LAW NO. 08-31

Being a by-law to designate Community Improvement Project Areas.

WHEREAS: Section 28(2) of the Planning Act R.S.O. 1990, cP13, as amended, authorizes a municipality to designate Community Improvement Project Areas,

WHEREAS: the Official Plan for the City of Elliot Lake includes policies relating to Community Improvement in the City of Elliot Lake,

WHEREAS: the Official Plan establishes that the City may prepare Community Improvement Plans under the provisions of Section 28 of the Planning Act to provide a comprehensive and coordinated plan to encourage improvements to public and private lands, and;

WHEREAS: the Council of the Corporation of the City of Elliot Lake has deemed it desirable to designate certain lands within the Central Commercial and Industrial Areas as Community Improvement Project Areas under the provisions of the Planning Act in order that a Community Improvement Plan may be prepared for those areas.

NOW THEREFORE BE IT RESOLVED: the Council of the Corporation of the City of Elliot Lake enacts as follows:

1. That the lands shown on Schedule ‘A’, attached to and forming part of this Bylaw are hereby designated as Community Improvement Project Areas under the provisions of Section 28(2) of the Planning Act R.S.O. 1990, cP13, as amended.

PASSED this 26th day of May, 2008.

Mayor

City Clerk



Chief Building Official

March 7, 2017

Mayor and Members of Council
City of Elliot Lake
45 Hillside Dr. N.
Elliot Lake, ON P5A 1X5

RE: Economic Development Policies

Dear Mayor and Members of Council:

We wish to advise that at the regular meeting of the By-laws and Planning Committee held Monday, March 6, 2017 the Committee recommended the following resolution to Council:

Res. 09/17

“That Staff Report EDC 2017-05 dated March 1, 2017 of the Economic Development Coordinator be received; and
That the report ‘Policies with Respect to Selling of Land to Promote Economic Development in the City of Elliot Lake’ by McSweeney and Associates be received; and
That the proposed policy in section 4 ‘Selling of Lands for Economic Development Purposes’ be recommended to Council for adoption.”

Yours truly,

Bruce Ewald, CBCO
Secretary of Bylaw and Planning Committee

Attachments





The Corporation of the City of Elliot Lake

Staff Report EDC2017-05

Report of the **Economic Development Coordinator**
for the Consideration of Council

RE: Selling of Lands for Economic Development Purposes

OBJECTIVE

To provide the Bylaw and Planning Committee with information regarding establishment of a policy for selling of lands for economic development purposes.

RECOMMENDATION

THAT Staff Report EDC 2017-05 dated March 1, 2017 of the Economic Development Coordinator be received;

AND THAT the report 'Policies with Respect to Selling of Land to Promote Economic Development in the City of Elliot Lake' by McSweeney and Associates be received;

AND THAT the proposed policy in section 4 'Selling of Lands for Economic Development Purposes' be recommended to Council for adoption.

Submitted by,
Approved by,

Ashten Vlahovich
Economic Development Coordinator

Wendy Rowland
Director of Community Services

March 1, 2017

BACKGROUND

As part of an initiative of the economic development department to enable to the City of Elliot Lake to become more investment ready; the Investment Readiness and Attraction working group developed a commercial industrial land profile to show case available properties for development purposes within the City.

Throughout this process, the working group with assistance from Councillor Van Roon reviewed the properties and developed a pricing strategy for the available commercial industrial municipal lands. The pricing strategy developed has three categories; non-cleared non-serviced lots, cleared non-serviced lots and cleared/serviced lots.

It was however identified that the current bylaw and land sale policy would not allow the City to sell the properties at the listed prices in the land profile without having council declare the land surplus, and obtain an appraisal of the property each time the municipality wanted to sell. In order to develop a more efficient way for the municipality to sell commercial industrial lands for development staff commission McSweeney and Associates to review the current bylaw and policy and determine inefficiencies and solutions that would meet the requirements of the Municipal Act but still allow the City to be competitive with land sales.

ANALYSIS

After review of the current bylaw and policy it was recommended by McSweeney that a separate land sale policy be developed and adopted by Council to sell lands for the purposes of economic development. Should the proposed land policy in section 4 of the attached report be adopted, council would then review and approve the Commercial Industrial Land Profile. When the Commercial Industrial Land Profile is approved by Council, it would give notice and declare the properties listed within the document as surplus, and adopt the pricing within the profile.

In order to remain current and in accordance with the municipal act, the land profile would be reviewed by Council annually, and staff would prepare updates and receive updated appraisal/opinion of value for pricing of lots.

As the Commercial Industrial Land Profile is a living document, should new properties be identified, the profile would be updated by staff and brought forward to Council for review and approval.

FINANCIAL IMPACT

As this is an internal policy, it is not expected to have a direct financial impact on the budget.

LINKS TO STRATEGIC PLAN

Creating a policy for the sale of lands for economic development purposes aligns with the Economic Development and Diversification, Stabilization and Investment Readiness goal, action item 'Establish Investment Readiness Tools'.

SUMMARY

Creating this policy will allow the Municipality a more streamlined and efficient way to sell lands for the purpose of economic development, thus creating a more investment ready avenue to deal with private sector clients and attract business development within the Municipality. As the policy references the land profile and an annual review, this will ensure the City has relevant, up to date, easily accessible information on available lands for development.



Policies with Respect to Selling of Land to Promote Economic Development in the City of Elliot Lake



Prepared by:



February 2017

Policies with Respect to
Selling of Land to
Promote Economic Development
in the City of Elliot Lake

Prepared by:



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1 Draft Official Plan Policy Promoting Economic Development

The following draft Official Plan statement is recommended (alternatively, it could be approved as a Corporate Plan Policy statement).

Economic development and economic competitiveness shall be promoted by:

- Providing sufficient land for employment to meet a City long-term objective of diversification of the community and the tax base;
- Ensuring that a range and mix of business and employment opportunities are provided within the City;
- Developing a plan to ensure the preceding policy objectives are met, which may involve the municipality in the acquisition, planning, development, and disposition of employment lands.

2 Employment Lands Development Policy Objectives

The following are suggested implementing policy objectives (or a framework) for the preceding draft Official Plan policy statement, for consideration by the City of Elliot Lake:

1. To ensure a sufficient supply of competitively priced, appropriately sized, and strategically located employment land is available on the market at all times for businesses that wish to own and build or lease their business premise¹. A sufficient supply shall mean a 5-10 year supply of shovel-ready lands, which provides a competitive business environment.
2. To ensure that available land meets industry needs.²
3. To collaborate with the private sector to help ensure achievement of Policy Objectives 1 and 2 above.
4. To the extent that the private sector does not bring a sufficient supply of appropriately sized, competitively priced, and strategically located industrial land to market, the City may engage directly (or in collaboration with the private sector) in the acquisition, planning, development, servicing, marketing and sales of industrial lands to ensure that Policy Objectives are met.

¹ To ensure opportunities to attract or retain businesses are optimized.

² Needs of industry/business that the municipality is specifically targeting for attraction and retention

3 Background: Sale of Lands for Economic Development Purposes

The City of Elliot Lake land sales are generally governed by By-law #01-23 and the Land Sale Policy, as well as the general provisions of the Municipal Act. The by-law and policy governs all land sales, and is not specific to sale of lands intended to promote economic development.

The current policy read in conjunction with the current by-law may be sufficient for general land sales, but is inadequate for the sale of lands intended to promote economic development for a various reasons:

- All lands being sold to promote economic development are surplus to municipal needs, or were developed specifically for economic development purposes;
- The sale of lands related to economic development are continuously “on offer” or “for sale”, generally following a “first come, first served” principle, whereas the land sale policy contemplates one at a time sales based on a one at a time declaration of surplus or unsolicited approach for a single property;
- The price of economic development related properties being offered for sale can be set by Council all at the same time, versus one property at a time.
- As a result of the price of economic development related properties being set by Council before public notice and before general public knowledge of the availability of the properties for sale, there is no need to return to Council a second time to re-affirm the price before concluding a sale.
- Often, a decision to buy a property for business purposes needs to be executed in a very timely manner, or the business owner will go elsewhere.

Current policies and practices do not allow for a streamlined handling of industrial or other economic development related land sales.

Therefore a separate policy is recommended to govern the sale of lands that are related to economic development. No changes to By-law #01-23 are recommended, as the recommended new policy establishes processes to meet the provisions of the by-law.

4 Proposed Policy: Selling of Lands for Economic Development Purposes

The following policy is recommended for consideration by Council.

Purpose of Policy:

To establish processes and procedures related to the sale of City of Elliot Lake properties that are intended to promote economic development in Elliot Lake.

Policy Statements:

1. The City shall maintain a list of lands/properties for sale that are intended to promote economic development. That list is currently referred to as the "Land Profile", and shall be referred to as such for the remainder of this policy statement.
2. Each property listed for sale in the Land Profile shall be specifically approved to be listed in the Land Profile by Council, and such approval is an indicator of Council's willingness to sell the listed properties. Properties may be added to the Land Profile at any time by means of Council resolution, subject to other provisions of this policy.
3. By Council's approval of each property to be listed in the Land Profile, each property is automatically declared surplus by Council for the purpose of meeting the provisions of By-law 01-23³.
4. That the Land Profile contain pertinent details with respect to each listed property, including the sale price, such sale price shall be consistent with the Municipal Act.
5. That the Land Profile be reviewed and approved at least once every year by Council. That prior to Council approval, the recommended sales price of each listed property be reviewed by a Realtor and confirmed in an "Opinion of Value" to accompany the Land Profile to Council. This shall meet the appraisal and Opinion of Value provisions of By-law #01-23.
6. The Land Profile shall be continuously available on the City website after approval by Council, and until such time as a new Land Profile is approved by Council for posting to the website. This shall meet the provisions of By-law #01-23, clauses 8 and 9, although public notice in the newspaper may also be given that the Land Profile is posted to the website.
7. Clauses 10 and 11 of By-law #01-23 shall not be applicable to properties listed in the Land Profile as they are continuously available for sale at a predetermined price until sold, and are offered on a "first-come, first-served" basis as per Clause 7 of By-law #01-23.

³ Clause 2 of By-law #01-23 indicates that Council must declare a property surplus prior to disposal



March 7, 2017

Recreation & Culture Standing Committee

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

**RE: RECOMMENDATION FROM THE RECREATION & CULTURE STANDING – REPORT
R&C 2017-05 – Agreement between the City of Elliot Lake and Retirement Living –
Spine Road Cross Country Ski Trail**

Dear Mayor and Members of Council:

At the regular meeting of the Recreation & Culture Standing Committee held on Monday,
March 6, 2017 the following resolution was passed:

Resol. 06/17

“That Report R&C 2017-05 of the Manager of Recreation and Culture dated March 1, 2017 be received;

And that The City of Elliot Lake enter into an agreement with Elliot Lake Retirement Living for use of Parts 1 and 2, on Plan 1R 11447 and Part 1 on Plan 1R-8151 Spine Road Trail for cross country skiing purposes;

And that the agreement be approved.”

Sincerely,

J. Labreche,
Manager of Recreation & Culture.



The Corporation of the City of Elliot Lake

Staff Report RC-2017-05

Report of the **Manager of Recreation & Culture**
for the Consideration of Council

RE: Agreement – Between the City of Elliot Lake and Elliot Lake Retirement Living

Parts 1 and 2, on Plan 1R 11447 and Part 1 on Plan 1R-8151
(Spine Road Cross Country Ski Trail)

OBJECTIVE

To provide an agreement between the City of Elliot Lake and Elliot Lake Retirement Living regarding use of Parts 1 and 2, on Plan 1R 11447 and Part 1 on Plan 1R-8151 Spine Road Trail for cross country skiing purposes.

RECOMMENDATION

That Report R&C 2017-05 of the Manager of Recreation and Culture dated March 1, 2017, be received;

And that The City of Elliot Lake enter into an agreement with Elliot Lake Retirement Living for use of Parts 1 and 2, on Plan 1R 11447 and Part 1 on Plan 1R-8151 Spine Road Trail for cross country skiing purposes;

And that the agreement be approved.

Respectfully Submitted

Joce Labreche
Manager of Recreation & Culture

Approved

Wendy Rowland
Director of Community Services

1st March 2017

BACKGROUND

Retirement living has allowed the City to have access to the following property (Parts 1 and 2, on Plan 1R 11447 and Part 1 on Plan 1R-815) known as the Spine Road Cross Country Ski Trail for several years for the purpose of cross country skiing.

ANALYSIS

This agreement is a two year agreement that has been prepared by the staff. Following signatures from Elliot Lake Retirement Living and the City of Elliot Lake, City Staff and volunteers will have access to this property for programming.

FINANCIAL IMPACT

n/a

LINKS TO STRATEGIC PLAN

- Provide activities and promote healthy lifestyles through recreation for all age groups and support additional development and maintenance of trails.

SUMMARY

That The City of Elliot Lake enter into an agreement with Elliot Lake Retirement Living for the use of the Spine Road Trail for cross country skiing purposes.

This Agreement Dated the 1st day of March 2017

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE

(Hereinafter "the City")

And

NON-PROFIT RETIREMENT RESIDENCES OF ELLIOT LAKE INC.

(Hereinafter "ELLIOT LAKE RETIREMENT LIVING")

Whereas ELLIOT LAKE RETIREMENT LIVING is the owner of that property described as Parts 1 and 2, on Plan 1R 11447 and Part 1 on Plan 1R-8151;

And whereas a cross country ski trail of an approximate width of 4 metres and an approximate length of 6 kilometres (the "trail") passes over said property for use by the general public, as set out generally in Schedule A attached hereto;

And whereas both parties are desirous that the trail continue to be so enjoyed, subject to liability concerns by ELLIOT LAKE RETIREMENT LIVING;

Now therefore the parties agree as follows:

1. The term of this agreement shall be from the date of its signature until May 1, 2018. At that time the agreement will be reviewed in order to address any changes which may need to be made in the location of the trail, or issues which arise from the return of certain parts of the property back to the ownership of the City.
2. During the term of this agreement, the general public shall have access to the trail for the purposes set out in this agreement and subject to the restrictions contained herein.
3. The present location of the trail shall be maintained for the term of this agreement.
4. Its sole use shall be that of a cross country ski trail and walking trail. No motorized vehicles other than grooming equipment shall be allowed on the property.

5. The City shall be solely responsible for the maintenance of the trail. It shall provide such signage as necessary to alert the public to the restrictions on use set out in this agreement.
6. The City shall indemnify and save ELLIOT LAKE RETIREMENT LIVING harmless from any claim arising from the use of the said trail by anyone. It shall be responsible for responding to any claim or suit commenced with respect to the use of the trail, and shall also be responsible for the legal costs incurred by ELLIOT LAKE RETIREMENT LIVING in defending any such claim.
7. In accordance with its obligations set out in paragraph 5 above, the City shall keep in force during the term of this Agreement public liability insurance with liability limits of not less than five million dollars (\$5,000,000.00) for bodily injury or property damage. ELLIOT LAKE RETIREMENT LIVING shall be named as an additional insured in this policy, and shall provide proof thereof upon request.
8. This agreement sets out all of the promises, agreements and understandings between the parties with respect to the use of the trail.

DATED at Elliot Lake, Ontario this 1st day of March 2017.

The Corporation of the City of Elliot Lake

Per:

Mayor

Clerk

We have the authority to bind the Corporation

Non-Profit Retirement Residences of Elliot Lake Inc.

Per:

Chair

General Manager

We have the authority to bind the Corporation



March 7, 2017

Recreation & Culture Standing Committee

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

**RE: RECOMMENDATION FROM THE RECREATION & CULTURE STANDING – REPORT
R&C 2017-04 -18th Annual HiRail Leasing North Shore Challenge Drag Race
Contracts**

Dear Mayor and Members of Council:

At the regular meeting of the Recreation & Culture Standing Committee held on Monday, March 6, 2017, 2016 the following resolution was passed:

Resol. 05/17

“That Report R&C 2017-04 of the Manager of Recreation & Culture dated March 1, 2017 be received;

And that the City of Elliot Lake enter into an agreement with the North Shore Cruisers Car Club at the cost of \$8,500 and Luskville Dragway at the cost of \$31,000 plus taxes to host the 18th Annual HiRail Leasing North Shore Challenge Drag Race at the Elliot Lake Airport;

And that the agreements be approved.”

Sincerely,



J. Labreche,
Manager of Recreation and Culture.



The Corporation of the City of Elliot Lake

Staff Report RC-2017-04

Report of the **Manager of Recreation and Culture**
for the Consideration of Council

**RE: 18th Annual HiRail Leasing North Shore Challenge Drag
Race Contracts**

OBJECTIVE

To present the Recreation and Culture Standing Committee with an agreement (Contracts) with the North Shore Cruisers Car Club and Luskville Dragway with the City of Elliot Lake to host the 18th Annual HiRail Leasing North Shore Challenge Drag Races at the City of Elliot Lake Airport.

RECOMMENDATION

That Report R&C 2017-04 of the Manager of Recreation & Culture dated March 1, 2017 be received;

And that the City of Elliot Lake enter into an agreement with the North Shore Cruisers Car Club at the cost of \$8,500 and Luskville Dragway at the cost of \$31,000 plus taxes to host the 18th Annual HiRail Leasing North Shore Challenge Drag Race at the Elliot Lake Airport;

And that the agreements be approved.

Respectfully Submitted



Jocelyne Labreche
Manager of Recreation and Culture

Approved



Wendy Rowland
Director of Community Services

1nd March 2017

BACKGROUND

The City of Elliot Lake has hosted the North Shore Challenge, in partnership with the North Shore Cruisers, since 2008 when it inherited the event from NorDev Group. The North Shore Cruisers are hired to help facilitate in the area of sales and onsite management of the event for a contracted fee. Luskville Dragway Corporation Limited is hired for a contracted fee to facilitate the operation of the event.

Due to the requirement of the airport, various pieces of heavy equipment and staff time, the City is the only organization capable of operating the event. Therefore, the City must determine the conditions under which the event will operate and what partners will be required to do so.

ANALYSIS

The 2016 17th Annual HiRail Leasing North Shore Challenge Drag Races had 2123 people in attendance and 299 racers.

The report of the Manager of Recreation & Culture dated August 31, 2016 was received; and it was noted that the event generates a notable economic impact for the City of Elliot Lake.

FINANCIAL IMPACT

As an economic development initiative, the drag race continues to draw people to our community, generates local revenue and provides benefit to local business.

LINKS TO STRATEGIC PLAN

Support the local business community.

SUMMARY

Council is requested to approve both agreements with Luskville Dragway and the North Shore Cruisers to authorize the signatures required to initiate the contracts.

THIS AGREEMENT made in duplicate on the ____ day of _____, 2017.

BETWEEN:

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

OF THE FIRST PART

and

NORTH SHORE CRUISERS CAR CLUB INC.
(the "Cruisers")

OF THE SECOND PART

WHEREAS the City is the owner of the Elliot Lake Municipal Airport located within the geographic boundaries of the City;

AND WHEREAS the Cruisers are a corporation without share capital with objects that include *(to be confirmed & completed)*;

AND WHEREAS the City intends to facilitate the operation of a drag race event provided it enters into an agreement with Luskville Dragway Company Limited a business corporation which operates drag races;

AND WHEREAS the Cruisers are desirous of participating in planning and hosting the drag race event;

NOW THEREFORE in consideration of the covenants and agreements herein set forth the parties hereto covenant and agree as follows:

1. The Elliot Lake Municipal Airport shall be used exclusively at no cost to the Cruisers for the 18th Annual Hi-Rail Leasing North Shore Challenge Drag Race event on July 14th, 15th, and 16th July 2017. The drag races shall be operated by Luskville Dragway Company Limited (Luskville) of the City and Luskville have entered into an agreement to operate the drag races at the event on the event dates.
2. The Cruisers shall participate in the planning and hosting of the event and shall work with the City as outlined in this agreement.
3. A Committee of eight (8) two (2) members representing the City, and six (6) members representing the Cruisers shall be established to plan and organize the hosting of the event within the financial constraints of a budget approved by the City for the event. The Cruisers shall have input into the budget but notwithstanding the number of City representatives on the Committee, the City shall make all financial decisions and pay all expenses and enter into all contracts necessary for the event in accordance with the approved budget. Any event expense which is not determined to be at the cost of the City or at the cost of the Cruisers under this agreement shall be an expense of the event.

4. In addition to paragraph 3, all purchases required to operate the event shall be made in accordance with the City's procurement policy.
5. The City shall be the financial manager for the event and shall keep separate and complete records of income and expenses for the event.
6. The Committee shall determine the type and form of the event advertising, the ticket prices and method of ticket sale, the VIP list, the list of potential sponsors and other matters relating to the hosting of the event.
7. A policy of insurance naming the City as an insured and the Cruisers as additional insured to the limit of \$5,000,000 per occurrence or amount as otherwise agreed to by the parties covering all event invitees and ticket holders entering upon and using the areas of the Airport set aside and designated for spectator use shall be obtained. If the required insurance cannot be obtained or, if the parties cannot agree on the amount or the coverage under the insurance policy to be provided, this agreement shall be terminated effective on the passing of a resolution by the City's council.
8. The City shall supply and install at its own cost using its own Public Works Department staff, bleachers and other site improvements including concrete barriers as required and in locations required for public safety which shall be removed on the termination of the event.
9. The City shall provide at its own cost emergency standby Fire Department services.
10. The Committee, or their agents, shall obtain any and all required permits and licenses including liquor licenses and any additional insurance if required.
11. The Cruisers shall provide the following non financial supports:
 - a. Liaison with the race Coordinator, as required;
 - b. Advice;
 - c. organization / staffing of all pre-race promotions of the event;
 - d. organization / staffing of the car show during the event;
 - e. assist, as required, with planning and implementation of the marketing and promotion campaign;
 - f. sales of sponsorships and advertising;
 - g. sale of tickets and return of ticket revenue to the City;
 - h. operation of the registration booth on the event dates;
 - i. recruitment, supervision and training of volunteer organizations to fill various roles during the event weekend;
 - j. supervision of parking; and
 - k. generally assisting in the management of the public attending the event on the event days.
12. In consideration of the Cruisers providing all of the personnel and services set out in Item 11 of this agreement, and effectively running the Drag Racing event, the City agrees to pay the Cruisers by cheque, the total sum of \$ 8,500 (exclusive of applicable HST) upon completion of the event.
13. The Committee shall meet on or before Mar 1, 2017 to review the status of the event, including the review of sponsorship, and if the City is not satisfied that the event will be

economically feasible, the City Council may terminate the event, at no cost or penalty and its decision to do so shall be final.

- 14. The parties agree to meet as soon as conveniently possible after the event dates to finalize accounts and to discuss and determine the future hosting of the event.
- 15. This agreement is conditional on the City and Luskville entering into a satisfactory agreement for the operation of drag races on the event dates.
- 16. This agreement may not be assigned by the Cruisers.
- 17. This agreement including the schedule is the entire agreement between the parties and cancels and supersedes any prior understandings, agreements or discussions between the parties.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Per: _____
Mayor

Per: _____
Clerk

THE NORTH SHORE CRUISERS

Per: _____

Per: _____

This agreement made in triplicate on the _____ day of _____, 2017
BETWEEN

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(herein after referred to as “the organizer”)

-and-

LUSKVILLE DRAGWAY COMPANY LIMITED
(hereinafter referred to as “Luskville”)

WHEREAS the organizer and the North Shore Cruisers Car Club have agreed to host a Drag Race event at the Elliot Lake Municipal Airport on July 13, 14, 15, and 16, 2017 (hereinafter the “event”);

AND WHEREAS the organizer wishes to enter into an agreement with Luskville Dragway Corporation Limited for the operation of the Drag Race event;

AND WHEREAS Luskville Dragway Company Limited carries on the business of operating drag races;

NOW THEREFORE the parties agree as follows:

1. Venue/Date/Time:

- a. The organizer will secure the use of the Elliot Lake Municipal Airport for the event on July 13, 14, 15, & 16, 2017.

2. Equipment/Personnel:

- a. Luskville agrees to provide, for the event, the equipment, services and personnel listed in “Schedule A” and “Schedule B” and “Schedule C” of this agreement.
- b. Luskville shall in its sole discretion determine the precise location of the track and all areas required in relation to the track and acknowledge that the organizer shall have no input or decision making powers in relation to the track. Luskville further agrees that the track area will be in an as is condition and the organizer shall not be required to make any changes to the surface. Luskville further acknowledges that it has expertise in the operation of drag races and the appropriate placement of barriers and the location of viewing stands shall be determined solely by Luskville.

3. Insurance:

- a. Luskville warrants that the organizer will be able to purchase at a limit of not less than five million dollars (\$5,000,000) with aggregate and occurrence rates that are agreeable to the organizer. The parties agree that this entire agreement is conditional upon the organizer being able to purchase such insurance at rates acceptable to them. The cost of the insurance will be negotiated separate from Luskville’s “promotion fee” as laid out in the “Remuneration” section of this contract, and borne by the organizer. Luskville authorizes the organizer to add Alcohol Insurance coverage, for the event, to the same policy.

- b. The policy will include all event related activities and will name the Corporation of the City of Elliot Lake, The North Shore Cruisers, and all volunteers of the event as additional insured.
- c. Luskville agrees to indemnify the parties names as *additional insured* and save them harmless against any and all liability arising, directly or indirectly, from the drag race event due to negligence by Luskville or any of its drag race team, agents or employees, or any deficiencies in the equipment and/or services provided by Luskville under this agreement or otherwise.

4. Remuneration:

- a. In consideration of Luskville providing all of the equipment, personnel and services set out in "Schedule A" and "Schedule B" and "Schedule C" of this agreement, and effectively running the Drag Racing event, the organizer agrees to pay Luskville, by cheque, the total sum of \$31,000.00 plus HST on completion of the event.
- b. Luskville agrees that the payments included in this contract constitute full and final payment for all the services related to the race weekend, and no further monies will be collected directly or indirectly by Luskville for services provided for this event. For greater clarity, Luskville agrees that no extra driver's fee will be charged other than class registration fees and by back fees as applicable. Notwithstanding the forgoing, if drivers wish to participate in the NAPA MONEY TOUR, only then may the \$50 additional fee apply.

5. Accommodations:

- a. 2 rooms will be provided at the Hampton Inn, Elliot Lake for July 13,14, and 15th, 2017. One room will be covered by the City of Elliot Lake and the second room will be covered by Luskville.

6. Operation:

- a. Luskville will be responsible for all the operational items and personnel set out in "Schedule A" and "Schedule B" and "Schedule C" of this agreement. Luskville agrees to effectively operate the drag race.
- b. Luskville agrees that at the end of the drag race event, all necessary steps will be taken to ensure that the Elliot Lake airport site is cleaned, repaired and returned to the same operational state it was in prior to the event, at no extra cost to the City, other than as set out in this agreement and the schedules attached hereto, provided that this shall not include the responsibility to perform general garbage clean-up, which shall be the responsibility of the organizer.
- c. Luskville will operate the race so that on-track racing and feature vehicles continue until at least 5 p.m. on Saturday, July 15, 2017 and until at least 4:00 p.m. on Sunday July 16, 2017. This does not include time associated with presentations and awarding of prizes and related tear down and clean up. Luskville will ensure that equipment and staffing remain operational until 4:00 p.m. on Sunday, July 16, 2017 or until racing is complete, whichever is later.

- d. The decision to cancel the event shall rest solely with the organizer.
- e. Notwithstanding section 5 (c) and 4 (D), safety conditions of the track for the purpose of racing will be at the sole discretion of Lusksville.

7. Promotion:

- a. Lusksville represents and warrants that entering into this agreement will make the Elliot Lake event part of the "NAPA Money Tour" and will provide the Elliot Lake event with all of the promotional and racer attraction privileges of the tour equal to the other events on the "NAPA Money Tour".
- b. Lusksville will **NOT** display or publicly acknowledge any company on property of the Elliot Lake Municipal Airport without permission from the organizer. Display includes signage, logo, banners, product displays or any other function that acts to promote a specific company. Acknowledge refers to public announcements. Advertising on race vehicles operated by Lusksville are not subject to this rule.
- c. Lusksville agrees to extend the terms of this agreement to the 2017 and 2018 Elliot Lake event subject only to the final approval of Elliot Lake Council, such approval to be given no later than the 15th November in each of the referenced years.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2017

LUSKVILLE DRAGWAY
COMPANY LTD.

per:

_____ (Seal)

Arnie Malcolm – President

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF
ELLIOT LAKE

Per:

Mayor

Clerk

Schedule "A" to an agreement between the Corporation of the City of Elliot Lake and Luskville Dragway Company Ltd.

Equipment to be Provided by Luskville Dragway Company Ltd.

- 1) Timing system to time the cars that are racing, including the starting line "Christmas Tree", photo cell sensors, wiring, scoreboards, timing computers, time slip printer and paper;
- 2) Compound Sprayer to apply traction compound to the racing surface;
- 3) Grease Sweep which is used to clean up oil downs;
- 4) Rags to mop up oil;
- 5) Hand sprayer to apply traction compound in small areas; and
- 6) Two-way radios used to communicate with personnel.

Schedule "B" to an Agreement between the Corporation of the City of Elliot Lake and Luskville Dragway Company Ltd.

Personnel to be Provided by Luskville Dragway Company Ltd.

- 1) Event director, who will be responsible for coordination and running of the drag race event;
- 2) Technical director, who will be responsible for inspecting all race cars for the safety and class legality;
- 3) Timing system director, who will be responsible for the set-up and operation of the timing system;
- 4) Computer operator, who will be responsible for operating the "Christmas Tree", eliminator ladders and points system;
- 5) Staging director, who will be responsible for the staging lanes; and
- 6) Racers gate personnel who will assist the organizer with the registration of drivers and crews, and direct parking of race teams and trailers.

Schedule "C" to an Agreement between the Corporation of the City of Elliot Lake and Luskville Dragway Company Ltd.

Additional Services to be provided by Luskville Dragway Company Ltd.

- 1) Subject to availability, Arnie Malcolm will arrive in Elliot Lake no later than 6:00 p.m. on Wednesday July 12, 2017 in order to attend a meeting with the organizer and volunteers at 7:00 p.m. the same evening. Arnie Malcolm will have at least one race vehicle available for display at race promotional events on July 13th, 2017 up to 2:00 p.m. Arnie Malcolm will be present at all race promotional events on July 13th, 2017 in order to speak with the public and provide general announcing services as required.
- 2) Luskville's drag race personnel (as listed in Schedule B) will arrive no later than 7:00 a.m. On July 13th, 2017 to begin preparation of the track by measuring off the actual racing track, marking the starting line and finish line and spraying down the track compound

- 3) Lusksville will act as advisor and director from the beginning of this project, assisting with information required by the organizer, including assistance with advertising sales, marketing of the drag race event, set up of the grounds, or any other matter dealing with running the event and making it successful. Arnie Malcolm will be available on at least three occasions to attend or be contacted for participation in drivers meetings conducted by the organizer.
- 4) Post-event removal of all equipment provided by Lusksville, and repair to cuts made in the runway surface;
- 5) Supply the organizer with a payout list for the winners of the race and assist in presentation of awards, where necessary;
- 6) Perform racetrack announcing for the event in a manner that provides an entertainment value consistent with the event. Such announcements must include announcement of event sponsors, driver identification, race car details, other race related details known to the announcer as well as ongoing communication with the public in attendance as required by the organizer;
- 7) Promote the event as part of the "NAPA Money Tour" wherever the "NAPA Money Tour" is promoted; and
- 8) Arrange for the appearance of professional feature vehicles, the cost of which shall be negotiated with, and borne by the organizer.

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

**NOTICE OF MOTION TO AMEND THE CRITERIA FOR THE ELLIOT
LAKE MINERS MEMORIAL WALL**

March 13th, 2017

Moved By: Dan Marchisella
Seconded By:

Whereas the criteria for inclusion of a name on the Miners Memorial Wall currently contains the following:

1. A mine worker who was employed in any occupation related to the mining camps in Elliot Lake and was either:
 - a) Tragically killed in a mining accident or;
 - b) Who succumbed to an occupational disease/illness that is recognized and confirmed by the Workplace Safety and Insurance Board (WSIB)

And Whereas the spirit and intent of the Miners Memorial Wall is to recognize and remember those who endured through the hardship and personal sacrifice associated with mining practices of the time, and upon which the City of Elliot Lake was built; and

Whereas these hardships and personal sacrifices should include the recognition of the suffering of those afflicted by long-term illness as a result of their employ as miners, even where such affliction cannot be shown as the causation of death;

Now Let It Be Resolved That; the criteria for inclusion on the Miners Memorial Wall be amended by the addition of the following to section 1:

:

- c) And those who have suffered long-term due to disease/illness related to said occupation and recognized by the (WSIB)

And I so Move.

CORPORATION OF THE CITY OF ELLIOT LAKE

***B*Y-LAW NO. 17-8**

Being a by-law to authorize the acceptance of an Offer to Purchase respecting certain lands within the Municipality.

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

1. **THAT** the Corporation hereby accepts the Offer to Purchase made by Todd Grignon operating as Glassy Bay Outfitters with respect to Part 1 on Plan 1R-2785 being part of Parcel 2295 A.E.S. located on the north shore of Elliot Lake, being approximately 3.7 acres of vacant land, recorded and registered in the Land Registry Office for the Land Titles Division of Algoma at Sault Ste. Marie, Ontario, which Offer to Purchase is set out in an Agreement of Purchase and Sale 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 Agreement on behalf of the Corporation under the corporate seal.

PASSED this 13th day of March, 2017.

MAYOR

CITY CLERK

Schedule "A" to By-law No. 17-8 of
The Corporation of the City of Elliot Lake.

AGREEMENT OF PURCHASE AND SALE

1. **Todd Grignon operating as Glassy Bay Outfitters** (hereafter called the "Purchaser") hereby offer to purchase from The Corporation of the City of Elliot Lake (hereafter called the "City") the lands described as Part 1 on Plan 1R-2785, being Part of Parcel 2295 A.E.S. Township of Gunterman, located on the Elliot Lake shoreline and municipally known as the former Police Association clubhouse property, being approximately 3.7 acres and as shown on Schedule "A" attached hereto, (the "Property"), recorded and registered in the Land Registry Office for the Land Titles Division of Algoma at Sault Ste. Marie, Ontario, in the City of Elliot Lake.
2. The purchase price shall be FIFTY THOUSAND (\$50,000.00) Dollars, payable to The Corporation of the City of Elliot Lake as follows: TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS as a deposit and FORTY-SEVEN THOUSAND, FIVE HUNDRED(\$47,500.00) DOLLARS cash plus any applicable taxes, payable by certified cheque or bank draft due on or before April 28, 2017 following acceptance of this Offer by the Council of The Corporation of the City of Elliot Lake.
3. This Offer to purchase is made and shall be accepted subject to the following conditions which shall survive the payment of the purchase price to the City, and the delivery of a Transfer to the Purchaser.
 - i) That the Purchaser hereby acknowledges and accepts that the subject lands are sold "as is".
 - ii) That the Purchaser upon paying the purchase price to the City as aforesaid on closing may take possession of the lands subject to the terms and conditions hereinafter set forth.
 - iii) That the Purchaser will give the City, on closing, an Option to Purchase for 80% of the purchase price, in the form attached hereto as Schedule "A" which the Purchaser agrees will be registered against title to the subject property at the Purchaser's expense. The Purchaser agrees that the City's Option to Purchase shall be triggered in the event the Purchaser fails to construct a Building with a main floor of not less than 371.61 square metres (4,000 sq. feet) to the framing stage, including siding, soffits, windows and doors, by October 31, 2019. In the event of the City exercising this option to repurchase, the purchaser shall receive no compensation for any improvements of any type made to the property. Also, in the event of the City either exercising this option to repurchase on a voluntary basis, or if the City is required to apply to the Court for an

order enforcing this option to repurchase, the Purchaser shall be responsible for all the costs of the City including legal fees, disbursements, land transfer Taxes and H.S.T.

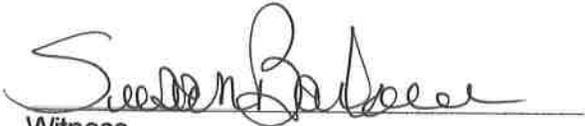
- iv) That if the balance of the purchase price to be paid by the Purchaser is not paid to the City on the date of closing, the City shall be entitled without notice to the Purchaser to cancel this agreement in which case the City shall retain the deposit paid by the Purchaser as liquidated damages, and all rights of the Purchaser shall cease and determine.
- v) That taxes and other rates, if any, shall be adjusted from the date of closing of this Agreement and the Purchaser shall be responsible for all taxes and other rates thereafter and an adjustment in the purchase price therefore shall be made on the date of closing or other termination of this Agreement of Purchase and Sale.
- vi) That the City shall not be bound to produce any abstract of title, deeds, copies of deeds, surveys or other evidence of title except such as are in the possession and control of the City.
- vii) That the Purchaser shall search the title at the expense of the Purchaser and shall make any objections thereto in writing within fifteen (15) days from the acceptance of this Offer. The City shall have a reasonable time in which to remove any objection made to the title, but if the City is unable or unwilling to remove any objection which the Purchaser is not willing to waive, this Agreement shall be null and void and the City shall return without interest the deposit but shall not be otherwise liable to the Purchaser. If no sufficient objection be made within the said time, the City's title shall be held to be accepted.
- viii) The City makes no warranty with respect to the environmental condition of the Property, and without any change to the property being sold "as is", the Purchaser covenants and agrees to satisfy itself, at its own expense, within 15 days of the date of acceptance of this offer, of the environmental condition of the Property including the stability of the soils for the purpose of building construction to be determined by digging test holes. The Purchaser will restore the land to its original condition after digging test holes if this condition is not waived, and this Agreement shall be null and void and the City shall return without interest the deposit but shall not be otherwise liable to the Purchaser.
- ix) That the Purchaser shall not transfer or assign this Agreement without first submitting such written transfer or assignment to the City and that the City may arbitrarily withhold its consent to the transfer or assignment of this Agreement, and in any event no such transfer or assignment shall be valid unless such consent by the City is authorized by a by-law.
- x) That once the transfer is registered, the Purchaser shall not transfer the property without the consent of the City, until such time as the City removes its option to repurchase described herein, at the request of and expense of the Purchaser, upon the City being satisfied that the Purchaser has complied with the terms set out therein. Notice of this agreement is registered on title to give notice to any person interested in the property that said notice is binding on any subsequent

purchaser of the property, should the Purchaser transfer the property without obtaining the consent of the City described herein.

- xi) That the Purchaser hereby covenants and agrees to comply both prior to and subsequent to, the transfer of the said lands with the following covenants and restrictions, and shall at the request of the City execute the transfer of the said lands and/or enter into an agreement with the City for himself, his heirs, executors, administrators, successors and assigns to covenant to duly observe and perform the said covenants and restrictions, provided always, however, that whether or not the transfer is so executed or the agreement is entered into, the covenants herein contained shall survive such transfer:
- a) That all buildings erected upon the said lands and the use of the said lands shall conform to the relevant building and zoning by-laws of the City, and the regulations of all other government bodies or departments having jurisdiction;
 - b) That the Purchaser will grade the said lot to the elevations approved by the City to ensure proper storm drainage;
 - c) That the Purchaser will not commence construction of any building upon the said lands without first obtaining a building permit as required by the Ontario Building Code Act, and the ground floor area of the building shall be a minimum of 4,000 square feet;
 - d) The Purchaser shall complete construction of a building in accordance with the terms of the Agreement attached hereto as Schedule A by October 31, 2019, which agreement shall be registered on title of the lands;
 - e) That notwithstanding the time limitations in subparagraph (d), in the event that the Purchaser is delayed in the commencement and/or completion of the building on the Property by events of force majeure, including strikes, lockouts, prohibitions against construction or continuing construction by any lawful authority under jurisdiction and/or regulations then in force relating to the emission or presence of radioactivity from or within the Property, or an inability to procure materials, failure of power, riots, insurrection, or other reason of a like nature not the fault of the Purchaser, then the time for commencement and/or completion of such construction set out in subparagraph (a) shall be extended by the length of such delay. Financial impecuniosity shall not be an event of force or majeure.
 - f) That notice may be given to the City by delivering such notice to the City Clerk at the Municipal Offices and notice may be given to the Purchaser by mailing such notice to Todd Grignon, 1461 Upper Big Chute Rd., Coldwater, ON L0K 1E0, or by posting such notice on the property which is the subject of this Agreement.

- 4. Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque may be tendered instead of cash.
- 6. Each party is to pay the costs for registration and taxes on his own documents.
- 7. Whenever the singular or masculine are used in this Offer, they shall mean and include the plural and feminine as the context or as the parties hereto so require.
- 8. Time shall be of the essence hereof.
- 9. This Offer, when accepted, shall constitute a binding Agreement of Purchase and Sale.

DATED this 15 day of FEB, 2017


 Witness


 Purchaser: Todd Grignon

I HAVE THE AUTHORITY TO BIND THE CORPORATION

The City hereby accepts the above Offer this _____ day of _____, 2017

THE CORPORATION OF THE CITY OF ELLIOT LAKE

MAYOR

CITY CLERK

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

Schedule "A" to the Agreement of Purchase and Sale
authorized by By-law No. 17-8

THIS AGREEMENT made this 15 of Feb, 2017

B E T W E E N :

Todd Grignon
(hereinafter called the "Owner")
OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(hereinafter called "City")
OF THE SECOND PART

RECITALS:

The Owner has purchased the land, described in the Agreement of Purchase and Sale dated the 15th day of Feb, 2017 between the parties;

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereby agree as follows:

1. The Owner covenants and agrees that on or before midnight of the 31st day of October 2019, (or such other date that is thirty months from the date of closing), he/she shall fully complete (including siding, windows and doors) the exterior of the structure of at least 4,000 square feet (ground floor area).
2. Failing completion of the construction as provided in clause 1, the Owner hereby gives the City the option to repurchase the Land for 80% of the original purchase price, on giving notice of its intention to exercise this option to repurchase, to the Owner.
3. The Owner shall execute a transfer to the City on receipt of the tendered repurchase price on exercise of the option and vacate the Lands.

4. All notices shall be given as follows:

To the Owner at: Todd Grignon
1461 Upper Big Chute Rd.,
Coldwater, ON L0K 1E01720

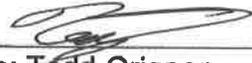
To the City at: The Corporation of the City of Elliot Lake
Attention: City Clerk
45 Hillside Drive North
Elliot Lake, Ontario P5A 1X5

5. The Owner and the City consent to the registration of this agreement on title to the Lands at the Owner's expense.

6. The Covenants and undertakings of the Owner contained in this agreement shall run with the Lands and shall be binding upon the Owner and upon its successors and assigns.

IN WITNESS WHEREOF THE PARTIES have affixed their signatures and/or corporate seals attested by the hand of their proper officers duly authorized in that behalf.

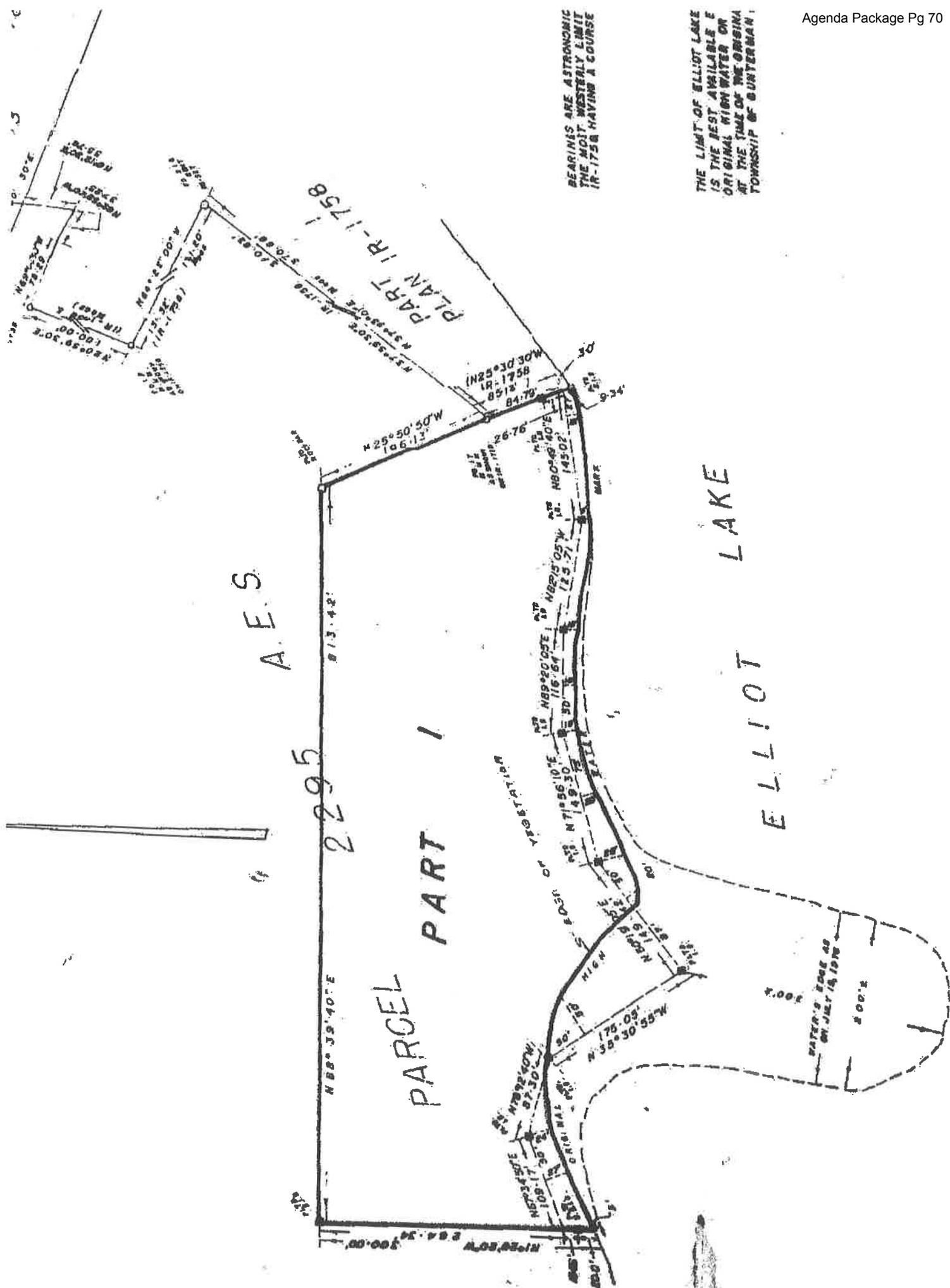
Witness 

Signature: 
Print Name: Todd Grignon

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

Per: _____
Name: Dan Marchisella
Title: Mayor

Per: _____
Name: Lesley Sprague
Title: City Clerk



BEARINGS ARE ASTRONOMIC
THE MOST WESTERLY LIMIT
IR-1758 HAVING A COURSE

THE LIMIT OF ELLIOT LAKE
IS THE BEST AVAILABLE &
ORIGINAL HIGH WATER ON
AT THE TIME OF THE ORIGINAL
TOWNSHIP OF GUNTERMAN,

THE CORPORATION OF THE CITY OF ELLIOT LAKE

B_{Y-LAW NO. 17-9}

Being a by-law to amend the
Community Improvement Plan for
The City of Elliot Lake.

WHEREAS: Pursuant to Section 28(2) of the Planning Act R.S.O. 1990, cP13, as amended, the Council of the City of Elliot Lake passed By-law No. 08-31, designating Community Improvement Project Areas,

AND WHEREAS: the Official Plan for the City of Elliot Lake includes policies relating to Community Improvement in the City of Elliot Lake and establishes that the City may prepare Community Improvement Plans under the provisions of Section 28 of the Planning Act to provide a comprehensive plan to encourage improvements to public and private lands;

AND WHEREAS: the Community Improvement Plan was adopted on July 28, 2008 under the provisions of the Planning Act;

AND WHEREAS: the Council of the Corporation of the City of Elliot Lake held a public meeting on February 13, 2017 pursuant to Section 28.(5) and 17.(15) of the Planning Act to receive comments from the public on proposed amendments to the Community Improvement Plan;

NOW THEREFORE BE IT RESOLVED: the Council of the Corporation of the City of Elliot Lake **ENACTS AS FOLLOWS:**

1. That By-law No. 08-67 is hereby amended by replacing Schedule “A” with the updated Schedule “A” attached hereto and forming part of this by-law.

PASSED this 13th day of March, 2017.

MAYOR

CITY CLERK

City of Elliot Lake

Community Improvement
Plan

2016

City of Elliot Lake

Community Improvement Plan

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City of Elliot Lake

Community Improvement Plan

July 14, 2008

1. Background, Basis and Authority

1.1 Interest in Community Improvement

The City of Elliot Lake proposes to update the existing Community Improvement Plan to provide assistance to business owners and operators in the City with incentives to improve the physical characteristics of their buildings and properties. Initial interest was with the existing commercial areas in the downtown core and along Oakland Drive, and in the two industrial areas of Timber Road and Perini Road. Council set aside budget funds to provide incentives for Community Improvement in its 2008 budget, and individual businesses have expressed interest in participating in the program. To date over 20 businesses have accessed funds through the Community Improvement plan, and funds are still available for the project. The updates to the project will be aimed at creating more interest, and fostering new investment for beautification of the commercial areas.

Much of the City's commercial and industrial infrastructure was developed over the past 50 years, as the community expanded. In many instances, development standards have changed over the years, resulting in a need for private and public sector infrastructure improvements. From the early 1990's, The City has had to change its focus on transforming its economy from a mining community. During that time, the impact on the commercial and industrial sector has been significant, with a population and employment base that was inadequate to sustain the commercial sector and allow it to reinvest in their businesses and buildings.

Reports undertaken by the City over the past 15 years have highlighted specific areas of needed infrastructure improvement, from both the private and public sectors.

The initial areas the Community Improvement Plan focused on were primarily the downtown core, Oakland Boulevard and were extended to cover the North and South Industrial Areas.; however this has left some commercial operators without access to funding. There has been interest by these operators throughout the life of the Community Improvement Plan to date; and consideration should be given to expanding the areas.

The need for community improvement in Elliot Lake has been well established over the past number of years. The City has commissioned a number of studies which have provided an overview of the need for Community Improvement in the City and in the commercial and industrial areas, along with various recommendations on improvements. These include:

- Highway 108 Corridor Study, March, 2006 (Planscape)
- Winter City Design principles (Official Plan)
- Downtown Core and Industrial Area Improvements, October, 1996 (Bywater Mitchell Architects)
- Conceptual Design, Landscape Improvements Elliot Lake Highway 108 Corridor, December, 2007 (Draft) (Envision)
- Official Plan Review

In addition to the previous identification of the need for Community Improvement, the City has convened discussions with the business community to discuss community improvement, including a meeting with business operators in November, 2007, a Business Operator Workshop on February 12, 2008 and a business operator survey in March and April 2008.

Council subsequently reviewed various issues and options related to Community Improvement at its meeting of April 23, 2008, and provided some additional direction on the range of programs and potential project areas.

On May 26, 2008, council passed By-law 08-31 to establish Community Improvement Project Areas. A copy of By-law 08-31 is attached as Appendix 1.

Notice of a public meeting was published in the local newspaper beginning on May 28, 2008. A copy of the notice is attached as Appendix 2.

Since the Community Improvement Plan was adopted by Council, there have been over \$330,00 of eligible grant funding approved (grant amounts approved, actual paid out costs may differ slightly). The project has been successful to date, and would be beneficial for the Municipality and the commercial operators to continue the program.

1.2 Section 28 of the Planning Act

The Planning Act allows municipalities, under Section 28 of the Act, to become involved in Community Improvement Plans and to provide specific financial incentives to business owners to assist in Community Improvement. The municipality is required to have policies in its Official Plan respecting community improvement.

The Municipal Act generally prohibits municipalities from providing financial “bonuses” or incentives to private businesses unless they are exercising their powers under Section 28 of the Planning Act.

Section 28(1) of the Planning Act states that a “community improvement project area means ... an area within a municipality, the community improvement of which in the opinion of the council is desirable because of age, dilapidation, overcrowding, faulting arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason”. The existing commercial and industrial areas of the City of Elliot Lake

would be eligible for designation as community improvement project areas. It may also include the provision of affordable housing.

The City may become involved in any of the following activities within a community improvement project area:

- Acquire, hold, clear, grade or otherwise prepare land for community improvement – Section 28(3).
- Construct, repair, rehabilitate or improve buildings on land acquired or held by it, or sell, lease or otherwise dispose of any land or buildings acquired or held by it, in conformity with the Community Improvement Plan – Section 28(6).
- Make grants or loans to registered or assessed owners, and tenants of lands and buildings within the community improvement project area to pay for all or part of the eligible costs of rehabilitating such land and buildings in conformity with the community improvement plan - Section 28(7).
- The total of the Grants and Loans made under section 28(7) and 28(7.2) and the tax assistance as defined in Section 365.1 Municipal Act, 2001, shall not exceed the eligible cost of the Community Improvement Plan with respect to these lands - Section 7.3.

Section 28 also provides procedures that are to be followed in the preparation and approval of a Community Improvement Plan.

1.3 City of Elliot Lake Official Plan

The City's Official Plan contains policies to allow the City to be involved in Community Improvement. The Elliot Lake Urban area is designated as a potential Community Improvement Plan Area. Individual project areas may include the existing commercial and industrial areas.

The following are excerpts from the Official Plan relating to Community Improvement:

5.11 Community Improvement

Community Improvement may be defined as activities that maintain, rehabilitate and redevelop the existing physical environment of an area to accommodate the social and economic priorities of the community.

5.11.1 Goal

To improve the quality of life for the residents of Elliot Lake by maintaining and developing a physical environment that is attractive, complementary to the surrounding area, of a standard of construction suitable to the public health and safety of the residents and that provides for the community service and facility needs of residents.

5.11.2 Objectives

- 1. Maintain, upgrade and extend municipal services such as piped water supply and sewage disposal, street and pedestrian walkway lighting, road, traffic managements and parking services and facilities;*
- 2. Maintain, upgrade and provide new areas for municipal parks, recreation and cultural facilities throughout the Municipality;*
- 3. Encourage the maintenance, rehabilitation and renovation of existing buildings and streets;*
- 4. Develop an attractive and accessible pedestrian network system throughout the municipality;*
- 5. Maintain, rehabilitate and further develop the Central Commercial Area and Highway 108 Corridor into an area that provides a focus for the retail commercial, institutional, community public service and cultural needs of residents;*
- 6. Provide the basis for a program for municipal financial incentives to encourage the rehabilitation and improvement of private lands;*
- 7. Encourage consistency in urban design and signage while recognizing the importance of diversity and character of the existing built form; and*
- 8. Improve connections between commercial areas, the lakes and recreational trails.*

5.11.3 Criteria for Selection of a Community Improvement Project Area

Council when determining the need to delineate a part or parts of the Municipality as a Community Improvement Project Area shall apply the following criteria;

- 1. Inadequate pressures and volume in the piped water and undersized or deteriorated sewer facilities servicing area;*
- 2. The lack of or inadequacy of pedestrian walkways or recreational trails;*
- 3. The lack of or inadequacy of space and facilities for public parks, recreational and cultural features;*
- 4. The substandard construction or maintenance of existing buildings that cause a public health and safety problem, negative aesthetic impression and/or an*

- unattractive physical atmosphere that decreases the potential for retaining or developing a viable residential, commercial, industrial, or institutional area;*
5. *The lack of parking facilities and/or inadequate design of such facilities;*
 6. *The lack of or inadequacy of local roads to provide efficient and safe transportation service;*
 7. *The lack of visual and social amenities such as street and pedestrian landscaping and furniture, buffering, display centers, sheltered pedestrian areas and lighting systems;*
 8. *The lack of community cultural and entertainment facilities; and*
 9. *Where there is a conflict between neighboring land uses (e.g. where noxious conditions from an industrial use impact a residential area); or the underutilization of existing lands in areas intended to serve as major community focus or activity areas.*

This Plan is primarily intended to provide a framework for incentives for private sector improvements within the existing commercial areas.

2. Purpose

The purpose of the updates to the Community Improvement Plan is to adopt a program of municipal financial incentives that encourage the redevelopment and improvement of private lands.

A second purpose is to identify, in general terms, public sector works that will need to be coordinated with private sector improvements for efficient use of public and private infrastructure.

3. Community Improvement Project Areas

For the purposes of the CIP, the Community Improvement area would be considered the urban settlement area of the City of Elliot Lake. Specific Community Improvement Project Areas shall be reviewed and defined by Council with a corresponding bylaw and accompanying map clearly defining the eligible area. Community Improvement Project Areas defined by Council must be for the purpose of redevelopment and in accordance with the definition of a community improvement project area according to Section 28 of the Planning Act;

“a municipality or an area within a municipality, the community improvement of which in the opinion of Council is desirable because of age, dilapidation, overcrowding, fault arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason.”

Council passed By-law 08-31 on May 26, 2008, which identifies Community Improvement Project Areas. A copy of By-law 08-31 is attached as Appendix 1 to this Plan.

4. Façade Improvement Guidelines and Urban Design Guidelines

The full implementation of the Community Improvement Plan is predicated on the preparation of updated Façade Improvement Guidelines and Urban Design Guidelines that apply to the Community Improvement Project Areas.

Façade Improvement Guidelines were adopted by the City and all applicants were required to detail how their improvements aligned with them. There was a Community Improvement Plan Committee that met and reviewed all applications to ensure eligibility and that design guidelines were met. It is proposed that the same guidelines and criteria for review and approvals will be utilized.

5. Community Improvement Objectives

Within the context of this Community Improvement Plan, the following objectives will guide decisions on financial incentives:

1. To develop the commercial areas in general, and the downtown core in particular as a focus of activity and a gathering area to attract people.
2. To strengthen the vitality and economic viability of the businesses within the Community Improvement Project Areas;
3. To stimulate new investment in public and private lands;
4. To encourage consistency in urban design and signage while recognizing the importance of diversity and character of the existing buildings and areas;
5. To provide an attractive, safe, accessible and pedestrian friendly environment;
6. To improve pedestrian and vehicular circulation and connectivity within and around the Community Improvement areas, particularly in relation to the Highway 108 corridor and Horn and Porridge Lakes;
7. To improve the visual characteristics of the business community to provide a more pleasant shopping experience for patrons;
8. To encourage the industrial areas to redevelop in a more environmentally sustainable and visually attractive fashion.

6. Private Business Incentive Programs

The incentive programs will provide assistance with initial background planning and design, the construction of specific facilities, as well as with mitigating the impacts of any potential assessment and tax increases on properties resulting directly from the improvements constructed.

In order to implement the Community Improvement Plan, the City will provide the following incentives to private property owners and business owners within the Community Improvement Plan Area:

a. Planning and Design Grant

- i. The purpose of this grant is to offset the costs associated with preparing the necessary plans and drawings that will outline the extent of the improvements being applied for.
- ii. The City will provide a “one-time” grant of 75%, to a maximum of \$1,500 toward the cost of the preparation of architectural plans and site plans for building façade improvements, signage improvements or landscaping and property infrastructure improvements.
- iii. The grant will be conditional on the architect being approved by the City to ensure a consistent approach and adherence to design standards.
- iv. The grant would be paid in two equal installments, the first upon approval of the design drawings, and the second installment upon completion of the works.
- v. This grant will be available once the Community Improvement Plan is in effect.

b. Building façade improvements

- i. The purpose of this grant is to provide assistance toward improving and updating building facades to renew the facades and improve the attractiveness of the buildings.
- ii. The grant is open to both building owners and commercial tenants (operators), however, no grant can be issued to two separate parties for the same project or work to be done.
- iii. The façade improvement program will have two components: the first related to the main entrance/front of the building or storefront, and a second component for exterior side and rear building components that are highly visible from the street, public sidewalks or public or private parking facilities.
- iv. It is recognized that facades and storefronts vary considerably in width and height for buildings in the Community Improvement Areas. As such, the maximum grant available is proposed to vary by the size of the facility to which the improvements are proposed. The City may provide specific guidelines to assist with understanding the maximum amounts that may be applied to specific structures.
- v. If a building has 2 storeys, any façade improvement for a storefront shall include both storeys.
- vi. The grant for the main façade improvements will equal 50% to a maximum of:
 1. \$6,000 toward the façade improvement for a façade that is one storey in height and up to 10 metres in width;
 2. \$10,000 toward the façade improvement for a façade that is two storeys in height or 10 metres or more in width.
- vii. The grant for side or rear façade improvements will equal 50% to a maximum of \$5,000 per side/rear, but not to exceed a maximum of \$7,500.
- viii. The extent of the Grants will be outlined in the agreement between the applicant and the City, and would be paid when the work is complete, as determined by the City’s Chief Building Official.

- ix. This component of the program may operate in a staged fashion, based on the timing of the request for improvements, and may be considered in advance of the completion of the Façade Improvement Guidelines or Urban Design Guidelines.
 - 1. The owner/operator may engage the services of an architect from a list previously agreed to by the City;
 - 2. The City may provide the services of an architect to design the proposed improvements (this would then be in lieu of any further grant for the preparation of designs noted in section 6.a above);
 - 3. The owner/operator may hire its own architect or designer, and have the plans reviewed by an architect retained by the City.

c. Signage (and awnings and street numbering)

- i. This grant will assist applicants (owner or tenant) with replacing and updating existing signage. Signage improvement, including street numbering and awnings (seasonal or permanent) may be included.
- ii. A grant of 50% up to a maximum of \$2,000 will be available for the following projects:
 - 1. Removal of inappropriate, older or obsolete signs;
 - 2. Erection of appropriate signs or awnings in accordance with the Façade Improvement Guidelines and Urban Design Guidelines or plans approved by the City;
 - 3. Lighting improvements associated with the signage.
- iii. The grant is available initially as a one time grant for a property; a grant may be provided for a subsequent replacement sign by a new owner/operator, at 50% to a maximum of \$1,000.
- iv. The grant would be paid when the work is complete.
- v. Until the Façade Improvement Guidelines and Urban Design Guidelines are complete, the City may approve grants for signage improvements, similar to the process noted above for Façade Improvements.

d. Landscaping and property improvements

- i. The purpose of this grant is to provide assistance for upgrading the business property, including parking areas, boulevards, and other landscaping features including roofscapes and murals.
- ii. This grant is available to the owner of the property.
- iii. A grant of 50% up to a maximum of \$10,000 will be available for the following:
 - 1. improving the landscape between parking areas and the roadway, or between parking areas and the building;
 - 2. driveway entrance and walkway improvements.

- iv. As noted in the downtown core, rooflines are visibly deteriorating; eligible applicants who have a roof as a sightline in the downtown core may utilize their grant to improve the overall image of the roof, creating appealing roofscapes.
- v. Improvements that require the provision of public infrastructure improvements as a prerequisite for completing the on site landscape improvements (e.g. removal of drainage swales and provision of improved storm water management along the roadways), then such improvements may be deferred until the public infrastructure is completed.
- vi. The grant would be payable upon completion of the works.

e. Upgrade to Building Code (Structural Improvements)

- i. There are two components to this grant: accessibility and energy efficiency. It is to assist with making building improvements required to upgrade existing buildings to bring them into full compliance, or more into compliance, with the current standards of the Ontario Building Code, or to provide additional assistance to support accessibility.
- ii. The grants are available to building owners and tenants with the written authorization of the owner.
- iii. Accessibility
 - 1. While this may need to be coordinated with sidewalk and public infrastructure improvements, the grant will be used to provide accessible entrances and internal accessibility for grade level store fronts and offices. Where public infrastructure improvements are needed as a prerequisite to developing accessible entrances, this portion of the grant will be deferred until the public infrastructure works are developed.
 - 2. The grant will be 75% up to a maximum of \$5,000 toward the costs of improving accessibility to buildings. This grant may be in addition to the Façade Improvement Grant.
- iv. Energy Efficiency
 - 1. Additional retrofitting related to the façade improvements that would cover additional costs associated with improved insulation, or improved energy efficient windows may be considered for an additional grant.
 - 2. Improvements beyond those noted above are not covered at this time, but may be considered at a future date (see Section 7, Future Programs)
 - 3. The grant will be 50% up to a maximum of \$1,500 toward the costs of providing additional energy efficiency components. The grant may be used to cover the expenses of consulting services for energy audits.
 - 4. Where the grant is used to offset the costs of consulting services for the energy audit, the grant will only be paid out if the recommendations of the energy consultant are implemented.

5. Applicants are encouraged to obtain funding from other sources/programs to assist with energy efficiency retrofitting (such as the Ontario Eco-Energy program).
- v. The grants would be payable upon completion of the project.

f. Planning Application Fee and Building Permit Fee Grant

- i. This program will provide assistance with financing the cost of development by providing a grant to offset the amount of the applicable planning and building permit fees;
- ii. A property owner or a tenant (with the written consent of the owner) is eligible for this program;
- iii. This grant program only applies for approvals related to other approved grant programs in the Community Improvement Plan;
- iv. This grant includes site plan approval fees, applications amendment fees (if needed – for example, variance or zoning amendment) and building permit fees for eligible works;
- v. This will be a “one time” grant to the applicant and represents an amount equivalent only to the fees as outlined in the tariffs and fees by-law, as amended, of the City;
- vi. All fees will be paid at the time of application for approvals, with the grant payable as noted below;
- vii. Grants will be provided in the amount of 100% of the eligible planning and building permit fees, to a maximum of \$5,000 in building permit application fees; and 75% grant of a maximum of \$1,500 in planning application fees;
- viii. This grant would be transferrable to a new owner/tenant, provided the new owner/tenant enters into an agreement with the City;
- ix. This grant will be payable as follows:
 1. Upon approval of the planning application;
 2. Upon completion of the final inspection by the Building Dept for any works covered by the building permit fee.

g. Property tax increment grant

- i. This program will provide economic incentive for the rehabilitation of properties by providing a grant to the owner of the property to pay a portion of the municipal taxes (excluding education taxes) attributable to the increased assessment over a 5 year period. The effect of this grant would be to phase in any tax increase relating to a revised property assessment resulting from the property improvements.
- ii. Only the property owner is eligible for this program.
- iii. This grant will only be available where the property and building improvements undertaken through other Community Improvement grant programs result in an increase in the municipal share of the increased taxes (excluding education taxes) of a least \$200.00 per year.

- iv. Once a grant is made under this program, the property to which it is applied will not be eligible for another grant under the same program. (Note: a single grant application will cover the 5 year time frame, with the agreement to reflect the terms of the grant, as noted below)
- v. Calculation and terms of the grant:
 - 1. The grant will be provided in accordance with a grant schedule to the registered owner(s) of the property on an annual basis;
 - 2. The grant is calculated based on the increased assessment value after the renovation/construction (as determined by the Municipal Property Assessment Corporation MPAC) at the tax rate that was applicable in the year the renovation/construction was completed; the annual grant is based upon changes in property taxes as a result of construction and improvement. The annual grant is not based upon occupancy or changes in occupancy.
 - 3. The grant represents a percentage of the increase in municipal taxes (excluding education taxes) payable resulting from the improvements;
 - 4. The grant will be provided for approved projects on a declining basis over a 5 year period as provided below: (Note: assessment is fixed from year 1 and the change in assessment is to be determined by MPAC such that the market value portion of increased assessment is not eligible.)

Year of Increased Assessment Value	Grant as a percentage of the Year 1 of the Municipal portion on increased assessment value
Year 1	100 %
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%
Year 6	0

- 5. All property tax installments owing for each year must be fully paid for the entire year prior to the provision of any annual grant amount under this program. If a property tax installment is missed, or payment is late, the City will have the option, without notice and at its own discretion, to terminate all future grant payments;
- 6. The City will not pay an annual grant which exceeds the City's portion of the property tax collected in any year on the increased assessed value;

7. Tax increases resulting from general re-assessments, changes in tax legislation or increases in the tax rate are not eligible to be considered for the purposes of calculating this grant;
 8. If the property is sold, in whole or in part, before the grant period expires, the subsequent owner(s) is not entitled to future grant payments;
 9. The amount of the grants over the life of the program shall not exceed Eligible costs as per Section 28(7) and 28(7.2) of the Planning Act, as amended.
- vi. The City may at any time discontinue the grant program, however, any existing participants in the program will continue to receive the grants as determined for their properties until the conclusion of their approved schedule.
 - vii. Grants will be paid over a 5 year period, with year 1 of the programs being the first full calendar year in which taxes are paid after the project has been completed and re-assessed (For example, if an eligible building is completed in 2008 and re-assessed in 2009, year 1 of the grant schedule would commence in 2010, with the first annual grant to be provided at the end of 2010.
 - viii. This grant requires approval from Council.

7. Future Programs:

It is contemplated that the City may wish to expand the scope of the programs available to assist the building community. Such programs may include:

- Residential conversions/improvements for second storey residential units, to retrofit the space to create affordable housing that meets Building and Fire Code requirements;
- Major structural improvements, such as, bring the building up to current Building and Fire Code standards, with the intention of making the buildings structurally sound, safer and more efficient, leading to lower operating and maintenance costs for business operators;.
- Energy Efficiency improvements (beyond those provided in relation to the façade improvements).

Such programs may take the form of loans or grants.

The addition of these programs will be undertaken through an amendment to the Community Improvement Plan, and will be introduced following a public meeting and adoption of the amendment.

8. Grant Eligibility requirements

a. Agreement

All applicants that are approved to receive a grant will be required to enter into an agreement with the City that specifies the terms of the grant. The terms may include such matters as the total amount of the grant to be provided, entitlement to the grant if the property is sold, the

applicant' obligations if the applicant defaults on the agreement, provisions for audit associated with the actual costs associated with the application.

b. Application

All applicants shall submit an application for the specific grant program(s) to the City prior to the commencement of any works and prior to the issuance of a building permit. Submission of drawings and/or plans may be required as part of the application.

Where a building is multi-tenanted, preference may be given to façade improvement applications that provide a comprehensive façade improvement to an entire building in order to maximize the benefit of the improvements.

c. Eligibility

The owner is eligible for the grant programs. Where a tenant proposes to undertake the improvement for a particular project, written approval from the owner is required.

d. Expiration of grant

Approvals of grant programs will expire if work is not completed within 18 months from the date of execution of the agreement between the applicant and the City. Any request for an extension beyond 18 months shall be subject to the approval of the Economic Development Committee.

e. Grants payable upon completion of the project

Unless otherwise specified, grants will be advanced to the applicant upon full completion of the works, final inspection and approval and/or issuance of any required certificates, all to the satisfaction of the City. Progress payments will not be made.

f. Maximum Grant

The grant programs recognized in this Community Improvement Plan may be combined in a manner that will permit more than one grant per property provided all eligibility criteria and conditions are met for each program. Where this is permitted, the total financial incentive in the form of grants to an applicant or for an individual property shall not exceed \$20,000, with the exception of the Tax Increment grant, which shall be in addition to any other grant. This maximum grant applies to multi-tenant buildings as a whole, however, where the façade improvements apply to multi-tenant two storey buildings with a width of 20 metres or greater, the maximum grant may be up to \$40,000 for the building.

The total of all grants combined under all programs shall not exceed Eligible costs of the community improvement plan with respect to those lands and buildings.

The grant programs are not meant to preclude an applicant from being eligible for other grant and/or loan programs offered by other agencies or as part of a future Community Improvement Plan.

As the eligible cost areas remain the same, but some projects have been updated; applicants who have already received funding but did not receive in each eligible category may make one additional application specifically to the new area of funding or for a project they had not completed yet.

Ex: Applicant A has received funding for façade improvements but has not yet applied for accessibility funding; Applicant A has an allowance to apply one additional time to the Community Improvement Plan for accessibility upgrade costs.

g. Tax Arrears or other charges (monies owing to the City)

Lands or buildings shall not be eligible for any grants if they have any tax arrears, outstanding utility charges or any other legal claim, lien or order or any other charges or claims that may adversely or abnormally affect title of the property, other than mortgages in good standing.

All grants applicable to a specified property shall not exceed the post improvement value of the building and property regardless of any other program criteria that may apply.

h. Third Party Agreements

Grants are not to be part of any third party agreement (e.g. between the owner/operator and subcontractor).

i. Transferability to other properties

Unless otherwise specified, approved grants allocated to a specific property are not transferable to any other property, but may be transferred to a new owner/operator of an approved property.

j. Works already commenced

Grant programs are not retroactively applied to works started or completed prior to the approval of an application.

9. Staging of community improvements

Community Improvements that require public sector improvements shall not be initiated until the City has prepared its required studies, unless the City is satisfied that such improvements may proceed without compromising future public sector improvements.

Where the grant amounts requested exceed the City's available budget for a given year, the applicant may opt to defer the grant application to a subsequent year when funds are available.

10. Public Facilities

This Community Improvement Plan focuses on financial incentives for private businesses.

Through the background review of this Plan, certain public works have been identified as potentially contributing toward community improvement in the commercial core and in the industrial areas. These include:

- Parking area improvement and improved vehicular circulation;
- Acquisition of specific properties that may be required to accommodate improved pedestrian and vehicular circulation through the project areas;
- Improved landscaping and the provision of street furniture in strategic locations throughout the core, especially given the topographic features of the core area and the steep inclines in various locations;
- Improved pedestrian access and movement through the core area;
- Provision for "way signs" and directional signage at pedestrian level to assist with circulation;
- Improved storm drainage and definition of boulevards in the Perini Road industrial area;
- Provision or construction of municipal playgrounds, parks, market areas and other facilities that will attract people to the commercial areas.

The City will undertake such studies as are necessary to identify and recommend appropriate improvements to these facilities, following which they may be implemented through this Community Improvement Plan.

11. Sale of Land

The City may dispose of land or buildings in the Community Improvement Project Areas in accordance with the provisions of Section 28(10) of the Planning Act.

12. Implementation

a. Administration

The Community Improvement Plan will be administered by the City of Elliot Lake Economic Development Division, with assistance from other City Departments, as required to administer components of the Plan.

There is a review committee to review and approve applications of grants for façade improvement, signage improvement and for landscape improvements.

b. Financing of Improvements

Council will establish an annual budget for grants related to Community Improvement projects. Funds may be allocated to public works as well as incentive programs.

Grants will be made available subject to available funding.

Given budgetary limitations for available funding, there may be instances when an application cannot be processed in the current fiscal year, in which case it may be considered in a subsequent fiscal year, subject to available funding.

A grant application may be approved for an amount less than the determined entitlement and less than the maximum amount allowed under a given program.

c. Property Standards

The City will review and revise, if necessary, its Property Standards By-law. All works approved through the Community Improvement Plan shall comply with the Property Standards By-law, as amended from time to time.

d. Sign By-law

The City will review and revise, if necessary, its Sign By-law under the provisions of the Municipal Act, 2001, as it relates to the Community Improvement Project Areas. The By-law will provide regulations for new signs to implement the design guidelines and provide a basis for reviewing applications for improved sign grants.

e. Monitoring and Amendments

The City will review the programs and activities relating to Community Improvement to determine their effectiveness. Council may amend this Plan as is necessary to ensure that the program remains relevant.

The availability of funds for grant purposes will be reviewed by Council as part of its annual budget deliberations. The funding available on an annual basis will not require an amendment to the Plan unless the funding is proposed to apply to new programs that are not contemplated in this Plan.

Appendix 1

**By-law 08-31
To designate Community Improvement Project Areas**

THE CORPORATION OF THE CITY OF ELLIOT LAKE

B_{Y-LAW NO. 08-31}

Being a by-law to designate Community
Improvement Project Areas.

WHEREAS: Section 28(2) of the Planning Act R.S.O. 1990, cP13, as amended, authorizes a municipality to designate Community Improvement Project Areas,

WHEREAS: the Official Plan for the City of Elliot Lake includes policies relating to Community Improvement in the City of Elliot Lake,

WHEREAS: the Official Plan establishes that the City may prepare Community Improvement Plans under the provisions of Section 28 of the Planning Act to provide a comprehensive and coordinated plan to encourage improvements to public and private lands, and;

WHEREAS: the Council of the Corporation of the City of Elliot Lake has deemed it desirable to designate certain lands within the Central Commercial and Industrial Areas as Community Improvement Project Areas under the provisions of the Planning Act in order that a Community Improvement Plan may be prepared for those areas.

NOW THEREFORE BE IT RESOLVED: the Council of the Corporation of the City of Elliot Lake enacts as follows:

1. That the lands shown on Schedule 'A', attached to and forming part of this Bylaw are hereby designated as Community Improvement Project Areas under the provisions of Section 28(2) of the Planning Act R.S.O. 1990, cP13, as amended.

PASSED this 26th day of May, 2008.

Mayor

City Clerk

THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY-LAW NO. 17-10

Being a by-law to amend the Zoning
By-law of the Municipality No. 87-40.

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

1. **THAT** By-law No. 87-40, as amended, is hereby further amended by adding to Section 5. GENERAL REGULATIONS FOR ALL ZONES the following after 5.7.3.1 with respect to Shipping Containers:

“5.7.3.2 Notwithstanding the provisions of this by-law, the use of shipping containers as an accessory structure may be permitted on lands zoned Industrial “M” Zone.

2. **THAT** this by-law shall come into effect on the date it is passed by the Council of The Corporation of the City of Elliot Lake, subject to the applicable provisions of The Planning Act, R.S.O. 1990, c.P.13.

PASSED this 13th day of March, 2017.

MAYOR

CITY CLERK

THE CORPORATION OF THE CITY OF ELLIOT LAKE

***B*Y-LAW NO. 17-13**

Being a by-law to authorize the entering into of an agreement for coordinating and hosting the drag racing event to be held at the Elliot Lake Municipal Airport.

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

1. **THAT** the Corporation enter into an agreement with The North Shore Cruisers Car Club Inc., for planning and hosting the Drag Race Event to be held July 14th to 16th 2017 at the Elliot Lake Municipal Airport, 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 13th day of March, 2017.

MAYOR

CITY CLERK

THIS AGREEMENT made in duplicate on the 8th day of March, 2017.

BETWEEN:

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

OF THE FIRST PART

and

NORTH SHORE CRUISERS CAR CLUB INC.
(the "Cruisers")

OF THE SECOND PART

WHEREAS the City is the owner of the Elliot Lake Municipal Airport located within the geographic boundaries of the City;

AND WHEREAS the Cruisers are a corporation without share capital with objects that include *(to be confirmed & completed)*;

AND WHEREAS the City intends to facilitate the operation of a drag race event provided it enters into an agreement with Luskville Dragway Company Limited a business corporation which operates drag races;

AND WHEREAS the Cruisers are desirous of participating in planning and hosting the drag race event;

NOW THEREFORE in consideration of the covenants and agreements herein set forth the parties hereto covenant and agree as follows:

1. The Elliot Lake Municipal Airport shall be used exclusively at no cost to the Cruisers for the 18th Annual Hi-Rail Leasing North Shore Challenge Drag Race event on July 14th, 15th, and 16th July 2017. The drag races shall be operated by Luskville Dragway Company Limited (Luskville) of the City and Luskville have entered into an agreement to operate the drag races at the event on the event dates.
2. The Cruisers shall participate in the planning and hosting of the event and shall work with the City as outlined in this agreement.
3. A Committee of eight (8) two (2) members representing the City, and six (6) members representing the Cruisers shall be established to plan and organize the hosting of the event within the financial constraints of a budget approved by the City for the event. The Cruisers shall have input into the budget but notwithstanding the number of City representatives on the Committee, the City shall make all financial decisions and pay all expenses and enter into all contracts necessary for the event in accordance with the approved budget. Any event expense which is not determined to be at the cost of the City or at the cost of the Cruisers under this agreement shall be an expense of the event.

4. In addition to paragraph 3, all purchases required to operate the event shall be made in accordance with the City's procurement policy.
5. The City shall be the financial manager for the event and shall keep separate and complete records of income and expenses for the event.
6. The Committee shall determine the type and form of the event advertising, the ticket prices and method of ticket sale, the VIP list, the list of potential sponsors and other matters relating to the hosting of the event.
7. A policy of insurance naming the City as an insured and the Cruisers as additional insured to the limit of \$5,000,000 per occurrence or amount as otherwise agreed to by the parties covering all event invitees and ticket holders entering upon and using the areas of the Airport set aside and designated for spectator use shall be obtained. If the required insurance cannot be obtained or, if the parties cannot agree on the amount or the coverage under the insurance policy to be provided, this agreement shall be terminated effective on the passing of a resolution by the City's council.
8. The City shall supply and install at its own cost using its own Public Works Department staff, bleachers and other site improvements including concrete barriers as required and in locations required for public safety which shall be removed on the termination of the event.
9. The City shall provide at its own cost emergency standby Fire Department services.
10. The Committee, or their agents, shall obtain any and all required permits and licenses including liquor licenses and any additional insurance if required.
11. The Cruisers shall provide the following non financial supports:
 - a. Liaison with the race Coordinator, as required;
 - b. Advice;
 - c. organization / staffing of all pre-race promotions of the event;
 - d. organization / staffing of the car show during the event;
 - e. assist, as required, with planning and implementation of the marketing and promotion campaign;
 - f. sales of sponsorships and advertising;
 - g. sale of tickets and return of ticket revenue to the City;
 - h. operation of the registration booth on the event dates;
 - i. recruitment, supervision and training of volunteer organizations to fill various roles during the event weekend;
 - j. supervision of parking; and
 - k. generally assisting in the management of the public attending the event on the event days.
12. In consideration of the Cruisers providing all of the personnel and services set out in Item 11 of this agreement, and effectively running the Drag Racing event, the City agrees to pay the Cruisers by cheque, the total sum of \$ 8,500 (exclusive of applicable HST) upon completion of the event.
13. The Committee shall meet on or before Mar 1, 2017 to review the status of the event, including the review of sponsorship, and if the City is not satisfied that the event will be

economically feasible, the City Council may terminate the event, at no cost or penalty and its decision to do so shall be final.

- 14. The parties agree to meet as soon as conveniently possible after the event dates to finalize accounts and to discuss and determine the future hosting of the event.
- 15. This agreement is conditional on the City and Luskville entering into a satisfactory agreement for the operation of drag races on the event dates.
- 16. This agreement may not be assigned by the Cruisers.
- 17. This agreement including the schedule is the entire agreement between the parties and cancels and supersedes any prior understandings, agreements or discussions between the parties.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Per: _____
Mayor

Per: _____
Clerk

THE NORTH SHORE CRUISERS

Per: _____
[Handwritten signature]

Per: _____
[Handwritten signature]

THE CORPORATION OF THE CITY OF ELLIOT LAKE

***B*Y-LAW NO. 17-14**

Being a by-law to authorize the entering into of an agreement for Facilitation and provision of services for the the drag racing event to be held at the Elliot Lake Municipal Airport.

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

1. **THAT** the Corporation enter into an agreement with Luskville Dragway Company Limited for facilitation and provision of equipment, services and personnel for the Drag Race Event to be held July 14th to 16th 2017 at the Elliot Lake Municipal Airport, 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 13th day of March, 2017.

MAYOR

CITY CLERK

This agreement made in triplicate on the _____ day of _____, 2017
BETWEEN

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(herein after referred to as "the organizer")

-and-

LUSKVILLE DRAGWAY COMPANY LIMITED
(hereinafter referred to as "Luskville")

WHEREAS the organizer and the North Shore Cruisers Car Club have agreed to host a Drag Race event at the Elliot Lake Municipal Airport on July 13, 14, 15, and 16, 2017 (hereinafter the "event");

AND WHEREAS the organizer wishes to enter into an agreement with Luskville Dragway Corporation Limited for the operation of the Drag Race event;

AND WHEREAS Luskville Dragway Company Limited carries on the business of operating drag races;

NOW THEREFORE the parties agree as follows:

1. **Venue/Date/Time:**
 - a. The organizer will secure the use of the Elliot Lake Municipal Airport for the event on July 13, 14, 15, & 16, 2017.

2. **Equipment/Personnel:**
 - a. Luskville agrees to provide, for the event, the equipment, services and personnel listed in "Schedule A" and "Schedule B" and "Schedule C" of this agreement.
 - b. Luskville shall in its sole discretion determine the precise location of the track and all areas required in relation to the track and acknowledge that the organizer shall have no input or decision making powers in relation to the track. Luskville further agrees that the track area will be in an as is condition and the organizer shall not be required to make any changes to the surface. Luskville further acknowledges that it has expertise in the operation of drag races and the appropriate placement of barriers and the location of viewing stands shall be determined solely by Luskville.

3. **Insurance:**
 - a. Luskville warrants that the organizer will be able to purchase at a limit of not less than five million dollars (\$5,000,000) with aggregate and occurrence rates that are agreeable to the organizer. The parties agree that this entire agreement is conditional upon the organizer being able to purchase such insurance at rates acceptable to them. The cost of the insurance will be negotiated separate from Luskville's "promotion fee" as laid out in the "Remuneration" section of this contract, and borne by the organizer. Luskville authorizes the organizer to add Alcohol Insurance coverage, for the event, to the same policy.

- b. The policy will include all event related activities and will name the Corporation of the City of Elliot Lake, The North Shore Cruisers, and all volunteers of the event as additional insured.
- c. Luskville agrees to indemnify the parties names as *additional insured* and save them harmless against any and all liability arising, directly or indirectly, from the drag race event due to negligence by Luskville or any of its drag race team, agents or employees, or any deficiencies in the equipment and/or services provided by Luskville under this agreement or otherwise.

4. Remuneration:

- a. In consideration of Luskville providing all of the equipment, personnel and services set out in "Schedule A" and "Schedule B" and "Schedule C" of this agreement, and effectively running the Drag Racing event, the organizer agrees to pay Luskville, by cheque, the total sum of \$31,000.00 plus HST on completion of the event.
- b. Luskville agrees that the payments included in this contract constitute full and final payment for all the services related to the race weekend, and no further monies will be collected directly or indirectly by Luskville for services provided for this event. For greater clarity, Luskville agrees that no extra driver's fee will be charged other than class registration fees and by back fees as applicable. Notwithstanding the forgoing, if drivers wish to participate in the NAPA MONEY TOUR, only then may the \$50 additional fee apply.

5. Accommodations:

- a. 2 rooms will be provided at the Hampton Inn, Elliot Lake for July 13,14, and 15th, 2017. One room will be covered by the City of Elliot Lake and the second room will be covered by Luskville.

6. Operation:

- a. Luskville will be responsible for all the operational items and personnel set out in "Schedule A" and "Schedule B" and "Schedule C" of this agreement. Luskville agrees to effectively operate the drag race.
- b. Luskville agrees that at the end of the drag race event, all necessary steps will be taken to ensure that the Elliot Lake airport site is cleaned, repaired and returned to the same operational state it was in prior to the event, at no extra cost to the City, other than as set out in this agreement and the schedules attached hereto, provided that this shall not include the responsibility to perform general garbage clean-up, which shall be the responsibility of the organizer.
- c. Luskville will operate the race so that on-track racing and feature vehicles continue until at least 5 p.m. on Saturday, July 15, 2017 and until at least 4:00 p.m. on Sunday July 16, 2017. This does not include time associated with presentations and awarding of prizes and related tear down and clean up. Luskville will ensure that equipment and staffing remain operational until 4:00 p.m. on Sunday, July 16, 2017 or until racing is complete, whichever is later.

- d. The decision to cancel the event shall rest solely with the organizer.
- e. Notwithstanding section 5 (c) and 4 (D), safety conditions of the track for the purpose of racing will be at the sole discretion of Lusksville.

7. Promotion:

- a. Lusksville represents and warrants that entering into this agreement will make the Elliot Lake event part of the "NAPA Money Tour" and will provide the Elliot Lake event with all of the promotional and racer attraction privileges of the tour equal to the other events on the "NAPA Money Tour".
- b. Lusksville will **NOT** display or publicly acknowledge any company on property of the Elliot Lake Municipal Airport without permission from the organizer. Display includes signage, logo, banners, product displays or any other function that acts to promote a specific company. Acknowledge refers to public announcements. Advertising on race vehicles operated by Lusksville are not subject to this rule.
- c. Lusksville agrees to extend the terms of this agreement to the 2017 and 2018 Elliot Lake event subject only to the final approval of Elliot Lake Council, such approval to be given no later than the 15th November in each of the referenced years.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2017

LUSKVILLE DRAGWAY
COMPANY LTD.

per:

_____ (Seal)

Arnie Malcolm – President

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF
ELLIOT LAKE

Per:

Mayor

Clerk

Schedule "A" to an agreement between the Corporation of the City of Elliot Lake and Luskville Dragway Company Ltd.

Equipment to be Provided by Luskville Dragway Company Ltd.

- 1) Timing system to time the cars that are racing, including the starting line "Christmas Tree", photo cell sensors, wiring, scoreboards, timing computers, time slip printer and paper;
- 2) Compound Sprayer to apply traction compound to the racing surface;
- 3) Grease Sweep which is used to clean up oil downs;
- 4) Rags to mop up oil;
- 5) Hand sprayer to apply traction compound in small areas; and
- 6) Two-way radios used to communicate with personnel.

Schedule "B" to an Agreement between the Corporation of the City of Elliot Lake and Luskville Dragway Company Ltd.

Personnel to be Provided by Luskville Dragway Company Ltd.

- 1) Event director, who will be responsible for coordination and running of the drag race event;
- 2) Technical director, who will be responsible for inspecting all race cars for the safety and class legality;
- 3) Timing system director, who will be responsible for the set-up and operation of the timing system;
- 4) Computer operator, who will be responsible for operating the "Christmas Tree", eliminator ladders and points system;
- 5) Staging director, who will be responsible for the staging lanes; and
- 6) Racers gate personnel who will assist the organizer with the registration of drivers and crews, and direct parking of race teams and trailers.

Schedule "C" to an Agreement between the Corporation of the City of Elliot Lake and Luskville Dragway Company Ltd.

Additional Services to be provided by Luskville Dragway Company Ltd.

- 1) Subject to availability, Arnie Malcolm will arrive in Elliot Lake no later than 6:00 p.m. on Wednesday July 12, 2017 in order to attend a meeting with the organizer and volunteers at 7:00 p.m. the same evening. Arnie Malcolm will have at least one race vehicle available for display at race promotional events on July 13th, 2017 up to 2:00 p.m. Arnie Malcolm will be present at all race promotional events on July 13th, 2017 in order to speak with the public and provide general announcing services as required.
- 2) Luskville's drag race personnel (as listed in Schedule B) will arrive no later than 7:00 a.m. On July 13th, 2017 to begin preparation of the track by measuring off the actual racing track, marking the starting line and finish line and spraying down the track compound

- 3) Lusksville will act as advisor and director from the beginning of this project, assisting with information required by the organizer, including assistance with advertising sales, marketing of the drag race event, set up of the grounds, or any other matter dealing with running the event and making it successful. Arnie Malcolm will be available on at least three occasions to attend or be contacted for participation in drivers meetings conducted by the organizer.
- 4) Post-event removal of all equipment provided by Lusksville, and repair to cuts made in the runway surface;
- 5) Supply the organizer with a payout list for the winners of the race and assist in presentation of awards, where necessary;
- 6) Perform racetrack announcing for the event in a manner that provides an entertainment value consistent with the event. Such announcements must include announcement of event sponsors, driver identification, race car details, other race related details known to the announcer as well as ongoing communication with the public in attendance as required by the organizer;
- 7) Promote the event as part of the "NAPA Money Tour" wherever the "NAPA Money Tour" is promoted; and
- 8) Arrange for the appearance of professional feature vehicles, the cost of which shall be negotiated with, and borne by the organizer.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY-LAW NO. 17-15

Being a by-law to authorize the entering into of an agreement for the location and maintenance of a cross-country ski trail staged from the Spine Road Beach.

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

1. **THAT** the Corporation enter into an agreement with Non-Profit Retirement Residences of Elliot Lake Inc. for the location and maintenance of a cross country ski trail / walking trail on their property adjacent to the Spine Road Beach, 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 13th day of March, 2017.

MAYOR

CITY CLERK

This Agreement Dated the 1st day of March 2017

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE

(Hereinafter "the City")

And

NON-PROFIT RETIREMENT RESIDENCES OF ELLIOT LAKE INC.

(Hereinafter "ELLIOT LAKE RETIREMENT LIVING")

Whereas ELLIOT LAKE RETIREMENT LIVING is the owner of that property described as Parts 1 and 2, on Plan 1R 11447 and Part 1 on Plan 1R-8151;

And whereas a cross country ski trail of an approximate width of 4 metres and an approximate length of 6 kilometres (the "trail") passes over said property for use by the general public, as set out generally in Schedule A attached hereto;

And whereas both parties are desirous that the trail continue to be so enjoyed, subject to liability concerns by ELLIOT LAKE RETIREMENT LIVING;

Now therefore the parties agree as follows:

1. The term of this agreement shall be from the date of its signature until May 1, 2018. At that time the agreement will be reviewed in order to address any changes which may need to be made in the location of the trail, or issues which arise from the return of certain parts of the property back to the ownership of the City.
2. During the term of this agreement, the general public shall have access to the trail for the purposes set out in this agreement and subject to the restrictions contained herein.
3. The present location of the trail shall be maintained for the term of this agreement.
4. Its sole use shall be that of a cross country ski trail and walking trail. No motorized vehicles other than grooming equipment shall be allowed on the property.

5. The City shall be solely responsible for the maintenance of the trail. It shall provide such signage as necessary to alert the public to the restrictions on use set out in this agreement.
6. The City shall indemnify and save ELLIOT LAKE RETIREMENT LIVING harmless from any claim arising from the use of the said trail by anyone. It shall be responsible for responding to any claim or suit commenced with respect to the use of the trail, and shall also be responsible for the legal costs incurred by ELLIOT LAKE RETIREMENT LIVING in defending any such claim.
7. In accordance with its obligations set out in paragraph 5 above, the City shall keep in force during the term of this Agreement public liability insurance with liability limits of not less than five million dollars (\$5,000,000.00) for bodily injury or property damage. ELLIOT LAKE RETIREMENT LIVING shall be named as an additional insured in this policy, and shall provide proof thereof upon request.
8. This agreement sets out all of the promises, agreements and understandings between the parties with respect to the use of the trail.

DATED at Elliot Lake, Ontario this 1st day of March 2017.

The Corporation of the City of Elliot Lake

Per:

Mayor

Clerk

We have the authority to bind the Corporation

Non-Profit Retirement Residences of Elliot Lake Inc.

Per:

Chair

General Manager

We have the authority to bind the Corporation