### CITY OF ELLIOT LAKE



### CITY COUNCIL - REGULAR MEETING AGENDA

Monday, February 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	January 23, 2017 - Regular.	3
	4.2	Reading of resolutions passed following the closed session of the January 23, 2017 Council meeting.	
5.	5. PUBLIC PRESENTATIONS		
	5.1	February 13, 2017. Update on Pearson Plaza Development	
		Presenter: William Elliott, Project Manager	
	5.2	December 9, 2016. Presentation by Algoma Public Health	15
		re: overview of programs and services delivered in the community	
		Presenters: Dr. Marlene Spruyt, Medical Officer of Health / CEO and Mr. Justin Pino, CFO	
6.	INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS		
	6.1	February 13, 2017. Report from the Chief Administrative Officer	
		re: labour relations	
		As this matter deals with labour relations or employee negotiations, it may be discussed in closed session under Section 239.(2)(d) of the Municipal Act.	
	6.2	February 9, 2017. Report from the Chief Administrative Officer	39
		re: use of 2016 municipal surplus for completion of City Hall renovations	

7.	PRESENTATION OF COMMITTEE REPORTS					
	7.1	February 7, 2017. Report from the By-laws and Planning Committee re: proposed zoning amendment to permit shipping containers in the Industrial Zone	41			
	7.2	February 7, 2017. Report from the By-laws and Planning Committee re: proposed sale of municipal land				
		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.				
8.	UNFINISHED BUSINESS					
9.	PETITIONS					
10.	CORRESPONDENCE					
11.	NOTICES OF MOTION					
12.	PUBLIC QUESTION PERIOD					
13.	INTRODUCTION AND CONSIDERATION OF BY-LAWS					
	13.1	By-law No. 17-5	45			
		Being a by-law to amend the Municipality's Sign By-law No. 92-92 to permit a sign for Elliot Equipment and Rentals within the road allowance on Kilborn Way				
	13.2	By-law No. 17-6	46			
		Being a by-law to authorize a lease agreement with Elliot Equipment Rental Sales & Service, for the placement of a sign within the road allowance on Kilborn Way				
	13.3	By-law No. 17-7	51			
		Being a by-law to authorize a Partnership Agreement with Near North Mobile Media Lab to establish digital creator spaces for youth at the Lester B. Pearson Civic Centre				
	13.4	By-law No. 17-11	61			
		Being a by-law to appoint Bruce Elliott as a Municipal Law Enforcement Officer for the City of Elliot Lake				
14.	COUNCIL REPORTS AND ANNOUNCEMENTS					
15.	ADDENDUM					
16.	CLOSED SESSION (if applicable)					

**ADJOURNMENT** 

17.

### THE CORPORATION OF THE CITY OF ELLIOT LAKE

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

Monday, January 23, 2017 7:00 PM COUNCIL CHAMBERS

Present D. Marchisella, Mayor

L. Cyr, Councillor

C. Nykyforak, CouncillorN. Mann, CouncillorT. VanRoon, CouncillorS. Reinhardt, Councillor

Present J. Renaud, Chief Administrative Officer

M. Humble, Director of Corporate Services S. McGhee, Director of Infrastructure Services W. Rowland, Director of Community Services J. Thomas, Director of Protective Services

A. Vlahovich, Economic Development Coordinator L. Sprague, Director of Clerks & Planning Services

Regrets C. Martin, Councillor

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. DECLARATIONS OF CONFLICT OF INTEREST
- 4. ADOPTION OF PREVIOUS MINUTES
  - 4.1 January 9, 2017 Regular.

Res. 15/17

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

That the following minutes be adopted:

January 9, 2017 - Regular.

### 5. PUBLIC PRESENTATIONS

### 5.1 January 18, 2017. Elliot Lake Waterfront Owners Association

re: taxation for waterfront owners in Elliot Lake

Presenter: P. Cathrae, President, ELWOA

### 5.2 January 18, 2017. Algoma Condominium Corporation No. 13 - Frame Crescent

re: property assessment

Presenter: Tom Turner, President

### 6. INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS

### 6.1 January 17, 2017. Report from the Director of Clerks and Planning Services

re: Vacancy on Committee of Adjustment

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

### Res. 16/17

Moved By: T. VanRoon Seconded By: C. Nykyforak

That the vacancy on the Committee of Adjustment be discussed in closed session under Section 239.(2)(b) of the Municipal Act as this matter deals with personal information about identifiable individuals.

Carried

### 6.2 December 26, 2016. Report from the Chief Administrative Officer

re Potential acquisition of land related to Phase 2 of the Waterfront Development Project

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

### Res.17/17

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

That the acquisition of land with respect to Phase 2 of the waterfront development project be discussed in closed session under Section 239.(2)(c) of

the Municipal Act as this matter deals with the acquisition of land by the Municipality.

Carried

### 6.3 January 18, 2017. Report from the Chief Administrative Officer

re: labour relations

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

### Res.18 /17

Moved By: C. Nykyforak Seconded By: S. Reinhardt

That the Report from the Chief Administrative Officer be discussed in closed session under Section 239.(2)(d) of the Municipal Acts this matter deals with labour relations or employee negotiations.

**Carried** 

### 7. PRESENTATION OF COMMITTEE REPORTS

### 7.1 January 17, 2017. Report from the Public Services Committee

re: Summary Report for Municipalities

Res. 19/17

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

That Staff Report OPS2017-01 dated January 10, 2017 of the Director of Infrastructure Services be received; and

That the Summary Report for Municipalities be posted on the City's web site and made available in print (free of charge) to members of the public upon request, as recommended by the Public Services Committee in their Resolution No.04/17 dated January 16, 2017.

**Carried** 

### 7.2 January 17, 2017. Report from the Public Services Committee

re: City Hall Elevator Replacement

### Res. 20/17

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

That Staff Report OPS2017-02 dated January 11, 2017 of the Director of Infrastructure Services be received; and

That contract 2017-01 for supply of materials and labour in the amount of \$67,400.00 plus applicable taxes for the replacement of the existing passenger elevating device at City Hall be awarded to Bay Elevator, as recommended by the Public Services Committee in their Resolution No.05/17 dated January 16, 2017.

**Carried** 

### 7.3 January 11, 2017. Report from the Recreation and Culture Committee

re: partnership agreement with Near North Media Lab

### Res. 21/17

Moved By: C. Nykyforak

Seconded By: L. Cyr

That Staff Report R&C2017-02 of the Coordinator of Arts and Culture dated November 28, 2016 be received; and

That the City of Elliot Lake enter into an agreement with Near North Media Lab with no financial cost to the City; and

That the agreement be approved as recommended by the Recreation and Culture Standing Committee in their Resolution no. 02/17 dated January 11, 2017.

**Carried** 

### 7.4 January 18, 2017. Report from the Finance and Administration Committee

re: Affordable Access Policy Update

### Res. 22/17

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

That Staff Report FIN 2017-01, Affordable Access Policy Update dated January 3, 2017 of the Director of Corporate Services be received as recommended by the Finance and Administration Committee in their Resolution No. 2017-02 dated January 16, 2017.

**Carried** 

### 7.5 January 18, 2017. Report from the Finance and Administration Committee

re: Variance Report - Operating, as at December 31, 2016

Res. 23/17

Moved By: N. Mann Seconded By: C. Nykyforak

That Staff Report FIN 2017-03, Operating Budget Variance Report as at December 31, 2016 dated January 9, 2017 of the Director of Corporate Services be received as recommended by the Finance an Administration Committee in their Resolution No. 2017-03, dated January 16, 2017.

Carried

### 7.6 January 18, 2017. Report from the Finance and Administration Committee Variance Report - CAPITAL

Variance Report - Capital, as at December 31, 2016

Res. 24/17

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

That Staff Report FIN 2017-04, Capital Status Update as at December 31, 2016 dated January 9, 2017 of the Director of Corporate Services be received as recommended by the Finance and Administration Committee in their Resolution no. 2017-04 dated January 16, 2017.

Carried

### 8. UNFINISHED BUSINESS

### 8.1 January 5, 2017. Letter from the Miners' Memorial Committee

re: process for names to be added to the Miners Memorial Wall

Doug Souliere, Chair of the Elliot Lake Miners' Memorial Committee provided a summary of the process for the approval of names to be added to the Memorial Wall.

### 8.2 December 6, 2016. Notice of Motion from Councillor VanRoon

re: reinstatement of the Economic Development Advisory Committee

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

Whereas The Corporation of the City of Elliot Lake passed the following Resolution 318/15 dated July 27 2015: "That staff report EDC2015-05 dated July 16, 2015 of the Economic Development Coordinator, and supported by the Economic Development Advisory Committee be approved; and that the necessary changes to Procedural By-law No. 07-36, as amended, be approved, as recommended by the Economic Development Committee in their Resolution No. 27/15 dated July 21, 2015."; and

Whereas the new structure having been in place for one year now does not allow for council oversight or new ideas or effort as would occur with a full meeting of the volunteers such as EDAC; and having tried the new structure for a period of time there appears to be no expediency as was hoped and mentioned in the original report; and members of the public are also not afforded the ability to attend the working group meetings or notified of their times, dates and locations;

Now Therefore be it Resolved that the EDAC committee be reinstated and populated with the existing volunteers and that the working groups continue as sub-committees to EDAC.

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

### In Favour

Councillor VanRoon Councillor Cyr Mayor Marchisella

### Not in Favour

Councillor Reinhardt Councillor Mann Councillor Nykyforak

**Defeated** 

### 8.2.1 January 18, 2017. Report from the Economic Development Coordinator

re: Economic Development Committee structure

Moved By: S. Reinhardt Seconded By: C. Nykyforak

That Staff Report EDC2017-01 dated January 13, 2017 of the Economic Development Coordinator be received; and

That the Economic Development Committee structure continue to utilize the working groups as developed, with adjustments.

An amendment to the motion was introduced.

Res. 25/17

Moved By: T. Van Roon

Seconded By: L. Cyr

That any quarterly meetings involving all of the working groups together as one entity be posted and open to members of the public and that an annual public forum be held to receive updates on economic development and facilitate public engagement.

Carried

Main motion as amended.

Res. 26/17

Moved By: S. Reinhardt Seconded By: C. Nykyforak

That Staff Report EDC2017-01 dated January 13, 2017 of the Economic

Development Coordinator be received; and

That the Economic Development Committee structure continue to utilize the working groups as developed, with adjustments; and

That any quarterly meetings involving all of the working groups together as one entity be posted and open to members of the public and that an annual public forum be held to receive updates on economic development and facilitate public engagement.

**Carried** 

### 8.3 October 6, 2016. Letter from Community Living Algoma

re: lease at the Lester B. Pearson Civic Centre

Res. 27/17

Moved By: N. Mann

Seconded By: S. Reinhardt

That the letter from Community Living Algoma concerning their lease at the Lester B. Pearson Civic Centre be referred to the By-laws and Planning Committee for further review and a subsequent recommendation.

Carried

### Res. 28/17

Moved By: S. Reinhardt Seconded By: T. VanRoon

That the notice provisions of the Procedural By-law be suspended in order that the following matter may be introduced:

Correspondence from a Councillor.

Carried

### Res. 29/17

Moved By: S. Reinhardt

Seconded By: L. Cyr

That the correspondence from a member of Council be discussed in closed session under Section 239. (2)(b) of the Municipal Act, as this matter deals with personal information about an identifiable individual.

Carried

### 9. PETITIONS

### 10. CORRESPONDENCE

### 11. NOTICES OF MOTION

### 12. PUBLIC QUESTION PERIOD

Q. Nicole Cook – item 8.1: process for names to be added to the Miners Memorial Wall

The Council agreed to allow additional latitude with respect to additional comments with respect to questions pertaining to item 8.1.

Why was the criteria for adding names to the wall changed in April 2015? Would Council reconsider looking at the role of the Miners' Memorial Committee? Request an escalation process when the Committee does not approve an application. Request a process that is not reliant on WSIB decision.

Request for transparency, accountability, accessibility and improvements to the website.

### Res. 30/17

Moved By: C. Nykyforak Seconded By: S. Reinhardt

That the process and criteria for adding names to the Miners' Memorial Wall be referred to the Chief Administrative Officer for further review.

Q. Janice Martel - Item 8.1: process for names to be added to the Miners Memorial Wall

Given that the Supreme Court of Canada in their June 24 2016 Decision in the British Columbia (Workers Compensation Appeals Tribunal) v Fraser Health Authority 2016 SCC 25 – noted in their decision that "the presence or absence of opinion evidence from an expert positing or refuting a causal link is not determinative of causation. Causation can be inferred even in the face of inconclusive or contrary expert evidence from other evidence including merely circumstantial evidence." How can City Council rely with any degree of confidence on the Workplace Safety and Insurance Board as the authority on whether to accept or reject this family's application to have their father added to the Miners Memorial Wall, when in fact the circumstantial evidence in this case supports the conclusion that this worker, who was diagnosed with silicosis, an industrial lung disease caused by crystalline silica dust in quartz ore bodies and who died of pneumonia, a lung infection he could not fight off because of his silicosis comprised lungs, did not die of an industrial disease and therefore should not be added to the Miners Memorial Wall?

- Q. Fran Perkins Does the city have a plan to totally revamp the city website?
- A. The 2017 budget includes an allocation for a significant rebuild of the City's website.

### Res. 31/17

Moved By: N. Mann

Seconded By: S. Reinhardt

That this meeting may proceed beyond 10 PM.

**Carried** 

### 13. INTRODUCTION AND CONSIDERATION OF BY-LAWS

### 14. COUNCIL REPORTS AND ANNOUNCEMENTS

### **Pearson Plaza**

With Dollarama now open, all that remains is filling the food court, and the announcement for an opening date of the new Library.

### Fishing Derby

Registrations for the Elliot Lake Ice Fishing Derby are now available for sale at the Welcome Centre. There are benefits to registering early this year...see the City Website for details or on Facebook under "Elliot Lake Fishing Derby".

### **Walking Program**

Come out and walk at Collins Hall at your convenience without worrying about snow and ice. Meet new people who will offer you motivation and support to keep walking every week. Monday – Friday 8:30am – 10:00am & Monday – Thursday 5:30pm – 7:00pm

### **Valentines Dinner**

Roast beef dinner with all the trimmings will be on Thursday February the 9<sup>th</sup> from 4:30 until 6 pm at the Masonic Lodge.

Tickets will be \$15 per person, call Cecil Code (705)578-2583,Gord McCarthy 1(705) 201-1708, or Richard Meisner (705) 848-1405

### Walk to remember.

February 4<sup>th</sup> at noon, ELSS will be the "Walk to Remember". Come down and take a walk for a good cause.

### **ROMA Conference.**

The Rural Ontario Municipal Conference takes place on January 29-31, including 2 full days of informative sessions. Attendees will have an opportunity to meet with various ministers, including the privilege of one on one time with the Premier to discuss future developments for Elliot Lake.

### **Winterfest**

This year Winterfest will be held March 4<sup>th</sup>, weather permitting, at Spruce Beach. You can expect a fun-filled day with exciting attractions for the whole family. Details coming soon.

### Coffee House at the Civic Centre

This will be held Jan 27 from 7pm. Tickets are \$6 and can be purchased at the Welcome Centre. Featured artists are: Tanner Reinhardt, Celine Tellier, Richard Valdez and Poet Kathleen Burke. Guest Host is Peter Shipman.

### **Bowl for the Children of Elliot Lake Fundraiser**

If you are interested in this year's bowl for children, please contact Bill Riddle to sign up and you will be provided with a pledge sheet. There is a choice of two dates to bowl and three different time slots. (Thursday Feb 9 or Friday Feb 10) The number to call is 705-848-4143

- 15. ADDENDUM
- 16. CLOSED SESSION (if applicable)

### Res. 32/17

Moved By: Mann Seconded By: L. Cyr

That Jeff Renaud be appointed City Clerk pro tempore with respect to the closed session discussion on item 6.3.

Carried

### Res. 33/17

Moved By: C. Nykyforak Seconded By: T. VanRoon

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

Carried

### Res. 34/17

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

That this meeting come out of closed session at the hour of 10:38 PM.

**Carried** 

### Res. 35/17

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

That the Council of the City of Elliot Lake accept the price per acre proposed by the Ministry of Natural Resources and Forestry for disposition of waterfront property on Dunlop and Quirke Lakes as detailed in their letter dated December 23, 2016.

**Carried** 

### Res. 36/17

Moved By: S. Reinhardt Seconded By: T. VanRoon

That Gabriel Febres be appointed to the Committee of Adjustment to serve for the remaining term of Council or until a successor is appointed.

**Carried** 

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Moved By: S. Reinhardt

Seconded By: L. Cyr

That Councillor Martin be granted a leave of absence until March 31, 2017.

Carried

### 17. ADJOURNMENT

Res. 38/17

Moved By: C. Nykyforak Seconded By: T. VanRoon

That this meeting adjourn at the hour of 10:40 PM.

	Carried
Mayor	
City Clerk	



December 9, 2016

Dear Mayor and Council,

As you may be aware the Board of Algoma Public Health has announced that Dr. Marlene Spruyt will be the new Medical Officer of Health/Chief Executive Officer for Algoma Public Health effective January 3, 2017. The Board is looking forward to Dr. Spruyt commencing her duties and in the spirit of enhancing the relationships with the communities we serve and provide an opportunity to meet Dr. Spruyt we would like to offer to do a presentation to Council at a time convenient to Council.

The presentation is approximately 10-15 minutes in length and would be presented by Dr. Spruyt and Mr. Justin Pino, CFO. They would overview the programs and services that APH delivers in your community as well as how the health unit is funded. Either the Board Chair and/or a board member may also be present and we, along with Dr. Spruyt and Mr. Pino would be pleased to answer any questions you may have.

Should you wish the presentation sooner than January we could arrange for our current CEO, Dr. Tony Hanlon along with Mr. Pino to do the presentation.

We are also providing a link to our 2015 Annual Report

<a href="http://www.algomapublichealth.com/media/2168/annualreport2016\_june-20-2016\_1.pdf">http://www.algomapublichealth.com/media/2168/annualreport2016\_june-20-2016\_1.pdf</a>

and have enclosed copies of our Algoma Public Health pamphlet which outlines our key programs and services, funding sources and data related to service delivery. We trust this information will be helpful to you when discussing what public health does in your community.

To arrange a date for a presentation please contact Ms. Christina Luukkonen, Secretary to the District of Algoma Board of Health @ <u>CLuukkonen@algomapublichealth.com</u> or (705) 759-5421.

Sincerely,

Lee Mason, Board Chair

Lee Mason



## Algoma Public Health

### Presentation to Algoma Municipalities

Marlene Spruyt BSc, MD, CCFP, FCFP, MSc-PH Medical Officer of Health/CEO

Justin Pino CPA CMA

# What is Public Health?

rather than individual patients. Public health programs and services promote healthy living, protect the health of populations and prevent illness and disease. Public health focuses on the health of populations and communities,

services can reduce the demand on healthcare services and have the potential to reduce incidence of poor health by addressing the determinants of health and reducing health risks to the population. oriented on treating illness and injury in individuals. Public health Public health complements the broader health care system that is

Public health practitioners include physicians, nurses, inspectors, dietitians, dentists, dental hygienists, health promoters, epidemiologists and analysts.



# Core Functions of Public Health

Population Health Assessment

Health Surveillance

Disease and Injury Prevention

Health Promotion

Health Protection



# Algoma Public Health

Deliver programs and services from White River, Dubreuilville to Spanish

Offices in Blind River, Elliot Lake, Sault Ste. Marie and Wawa

191 employees

\$22m budget



# Algoma Public Health

- **Board of Directors**
- MOHLTC
- Other Ministries
- LHIN
- Accountability Agreements
- Organizational and Program Standards
- 14 standards, 27 protocols



# Programs and Services

- Communication- speech language
- Community Alcohol/Drug Assessment
- Community Mental Health
- Oral Health
- Environmental Health
- **Emergency Preparedness**

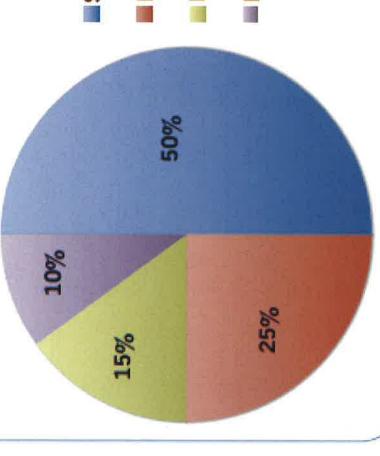


# Programs and Services...cont'd

- Family Health (Parent-Child, Reproductive)
- Genetic Counselling
- Sexual Health
- Immunization
- Injury Prevention
- Chronic Disease Prevention (Healthy Eating, Active Living)
- Infection Prevention and Control







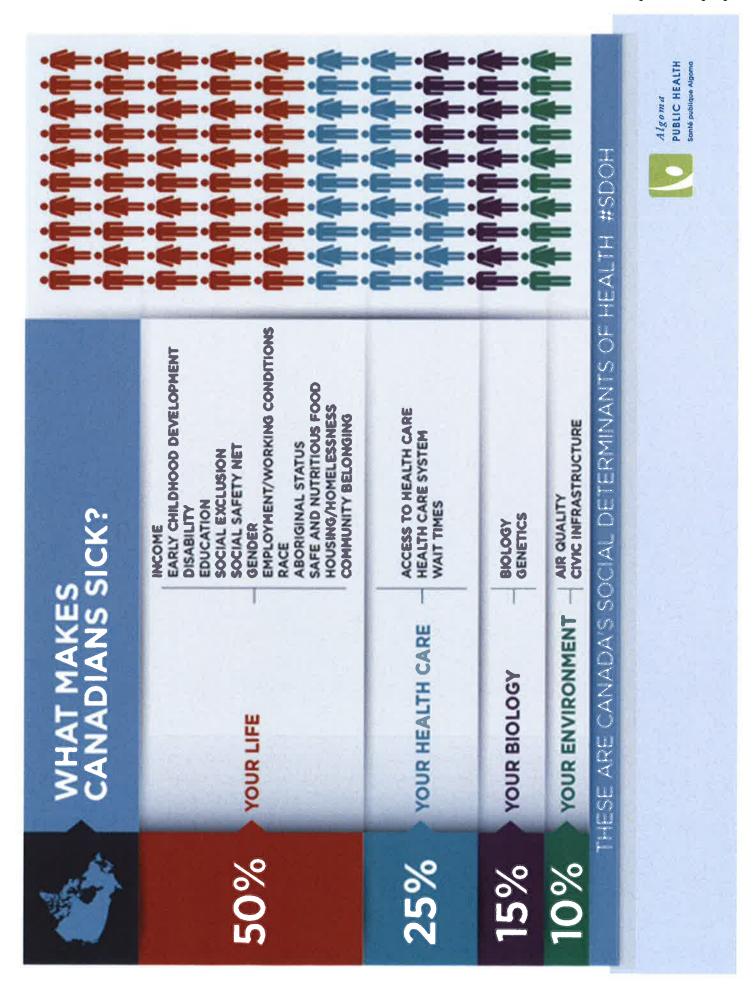
Social & economic

Health care system

Biology & genetics

Physical environment











# Autonomous Board of Health - APH

- APH is an Autonomous Board of Health
- The Ontario Public Health Organizational Standards define an autonomous Board of Health as:

Separate from any municipal organization but with multi-municipal representation, including citizen representatives appointed by municipalities and for provincial appointees. Regulation 559 of the Health Protection and Promotion Act (HPPA) states the distribution of appointments by Municipal Councils



## Regulation 559

The Board of Health..... shall have eight municipal members as follows:

- Three members to be appointed by the Municipal Council of the City of Sault Ste.
- Michipicoten and the Township of White River, who shall also represent the One member to be appointed by the Municipal Councils of the Township of Michipicoten Indian Reserve Band.
- One member ......Councils of the Town of Blind River, the Township of The North Shore and the Township of Shedden. က်
- One member...... Councils of the Town of Thessalon and The Corporation of the Municipality of Huron Shores.
- Meredith and Aberdeen Additional, Plummer Additional, Prince, St. Joseph and One member .....Councils of the Town of Bruce Mines, the Village of Hilton Beach and the townships of Hilton, Jocelyn, Johnson, Laird, Macdonald, Tarbutt and Tarbutt Additional. Ċ
- One member ....... Council of the Town of Elliot Lake. 9

R.R.O. 1990, Reg. 559, s. 1; O. Reg. 524/99, s. 1; O. Reg. 198/01, s. 1.



# Legislative/Funding Framework

HPPA (72.1) states that the obligated municipalities in a health unit shall pay,

- (a) the expenses incurred by or on behalf of the board of health of the health unit in the performance of its functions and duties under the HPPA or any other Act; and
- The expenses incurred by or on behalf of the MOH of the board of health in the performance of his or her functions and duties under the HPPA or any other Act *(b)*

### HPPA (76) states;

The Minister <u>may</u> make discretionary grants for the purposes of the HPPA as he or she considers appropriate







## APH Budget Cycle

### October - December

- November
- BOH Budget approved
  - **▶** December
- Written notice of assessed levy provided to obligated Municipalities

### January - March

- January
- Start of BOH operating year
- ₩ March
- BOH Approved Budget submitted to MOHLTC

### April - June

## Spring Ontario Budget approved April Annual Reconciliation Due to MOHLTC

BOH budgets approved by

MOHLTC

July - September

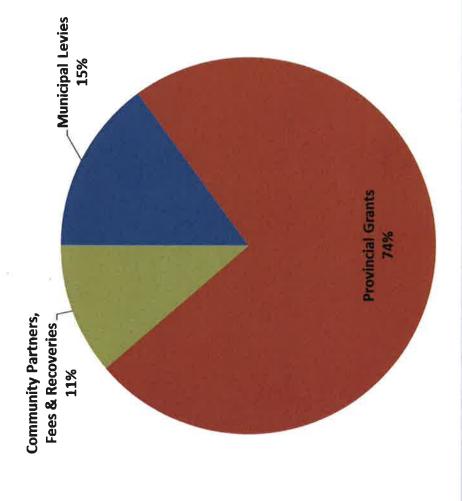
> Summer

## **Budget Breakdown**

- APH annual operating budget of \$21.8M
- Public Health Programs (\$14M)
- Community Health Programs
- Calendar (\$1.3M)
- Fiscal (\$6.5M)

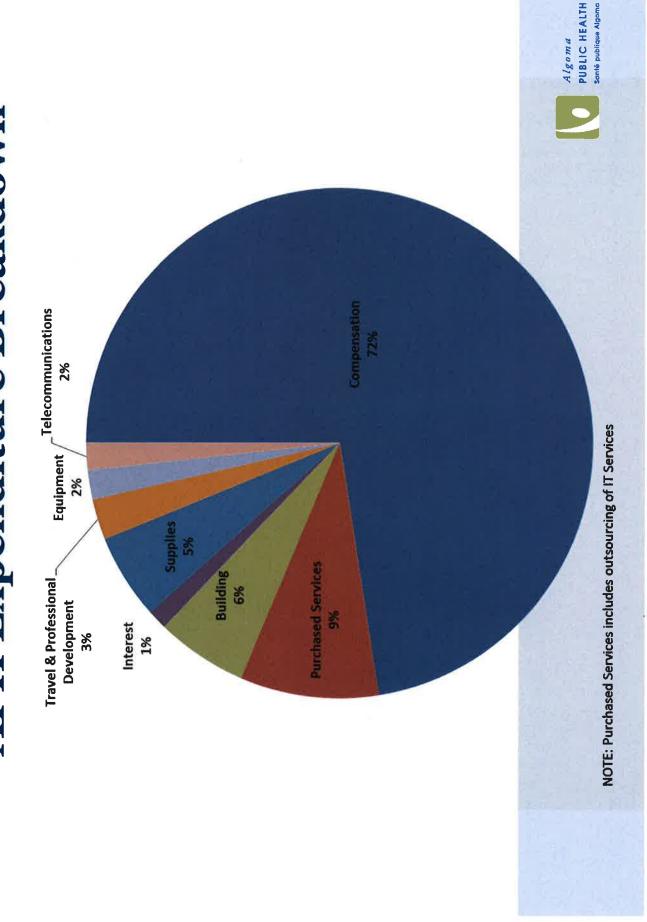


## Public Health & Community Health Programs **APH Revenue Breakdown**





# APH Expenditure Breakdown



# New Provincial Funding Formula

### In 2015:

- The MOHLTC implemented a new equity-adjusted population public health funding model for mandatory programs
- In 2016, 10 out of 36 public health units in Ontario were below their model-based share
- APH is one of 26 Public Health Units above their model-based share and as a result did not receive any growth provincial funding for mandatory programs
- The MOHLTC continues to advise public health units to plan for no growth funding



## Action Plan to Mitigate Flat-lined Provincial Funding

Ensure budget is aligned with APH's strategic directions and **MOHTLC** Accountability Agreement Continue to submit one-time funding requests to the MOHLTC

Control spending by ensuring APH is receiving "value for dollars"

Identification of process improvement opportunities

Utilization of additional funding opportunities (i.e. Northern Ontario Heritage Fund)



## - Levy Assessment Relative to Peers APH Municipalities

In 2016:

- respective municipalities at 31% or higher of the total Public Health At least 13 of the 36 Public Health Units in Ontario assessed their Cost Shared Program Funding
- Of the 13 Public Health units noted, the highest municipal portion was 42%
- APH assessed their respective municipalities at 30% of the total Public Health Cost Shared Program Funding



# Municipal Levy Analysis

- within the district of Algoma is \$32.81 or less than \$0.09 cents per In 2017 the municipal cost per person for public health services
- Compared to 2016, the 2017 municipal levy increased 2.5% as a result of MOHLTC formula change
- APH's 2017 operating budget reflects only a 0.3% increase relative to 2016 and reflects no changes in the current service offerings to the clients within the District of Algoma
- The total 2017 levy amount for the city of Elliot Lake is \$372,297





# Thank you!

# The Corporation of the City of Elliot Lake SR CAO 2017-02

Report of the Chief Administrative Officer For the Consideration of Council

RE: CITY HALL RENOVATIONS

### **O**bjective

To request Council approval for the use of 2016 municipal surplus to fund the completion of renovations currently underway for City Hall.

### Recommendation

THAT report SR CAO2017-02 dated February 9th, 2017 be received; and

**THAT** Council approve the use of the 2016 surplus funds and/or working capital, to an upset limit of \$30,000, for the completion of renovation and office revitalization work on the second floor of City Hall.

Respectfully Submitted:

February 9<sup>th</sup>, 2017

### **B**ackground

As part of an ongoing commitment to improve the client experience at City Hall, administration has planned, and begun implementation of renovations and space utilization changes. An example of the changes is the renovated front lobby which provides significantly more space for visitors and citizens transacting business at our front counter. Additionally, once all plans are realized, citizens will no longer be required to check in twice when accessing services on the second floor. A second floor reception will be created in the former Building Department area.

The reassignment of space on the second floor involves the following changes:

- Relocation of CAO office to Economic Development area
- Relocation of Executive Assistant to former Building Department reception area
- Creation of a Councillor office (in former CAO area) to allow Councillors access to a work/meeting space should they require one.
- Creation of a private meeting space for the Executive Management team
- Updating of office equipment/furnishings to present a more professional atmosphere for staff and visiting citizens, and officials.

### **A**nalysis

In many ways the first impression that visitors to City Hall have is determined by the manner in which we maintain our physical infrastructure. As such, periodic renewal of the environment is appropriate. The work considered in this report will not address all the deficiencies of the City Hall work environment. A full renewal project would have been too expensive and too disruptive to operations to undertake. Thus, the approach being implemented is focused on main customer service areas. Further renewal projects will be conducted as resources allow.

### RECOMMENDATION

That City Council approve the CAO to authorize expenditure for office revitalization to an upset limit of \$30,000 with funding to be taken from the 2016 operating surplus or working capital reserve if necessary



**Chief Building Official** 

February 7, 2017

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

**RE: Zoning By-law Amendment** 

Dear Mayor and Members of Council:

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

### Res. 02/17

"That Staff Report CBO2017-01 of the Chief Building Official dated January 30, 2017 concerning a proposed amendment to the Municipality's Zoning By-law No. 87-40 to permit shipping containers in the City's Industrial Zones be received; and

That By-law No. 87-40 be amended to include Section 5.7.3.2 which would read:

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; and

That a public meeting be held March 13, 2017 at the hour of 6:30 PM."

Yours truly,

Bruce Ewald, CBCO

Secretary of Bylaw and Planning Committee



# The Corporation of the City of Elliot Lake STAFF REPORT CBO2017-01

Report of the Chief Building Official for the Consideration of the Mayor and Members of Council

### RE: PROPOSED ZONING BY-LAW AMENDMENT- SHIPPING CONTAINERS

### OBJECTIVE / LINK TO GOALS

To provide Council with information concerning an amendment to the City's Zoning Bylaw to permit shipping containers within Industrial Zoned areas.

### RECOMMENDATION

That Report CBO2017-01 of the Chief Building Official dated January 30, 2017, concerning a request to amend Zoning Bylaw 87-40 to permit shipping containers in the City's Industrial Zones be received, and

That By-law 87-40 be amended to include section 5.7.3.2 which would read:

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, and

That a public meeting be held March 13, 2017 at the hour of 6:30PM.

Respectfully Submitted,

Bruce Ewald, CBCO, WETT

**Chief Building Official** 

Approved

eff Renaud

Chief Administrative Officer

January 30, 2017

### RE: PROPOSED ZONING BY-LAW AMENDMENT- SHIPPING CONTAINERS

### BACKGROUND

The current Zoning Bylaw section 5.7.3 prohibits the use of shipping containers in the municipality except for temporary storage for up to 12 months subject to the execution of an undertaking.

### **ANALYSIS**

From a safety standpoint, it is important to ensure that these commercial uses are properly served with fire fighter access routes, water supply for firefighting, exiting and a solid and level foundation pursuant to the requirements of the Building Code.

Dealers in Ontario offer the containers in various standard sizes ranging from 10 feet long by 8 feet wide up to 45 feet long by 8 feet wide. These shipping containers can be customized and modified to be installed with man-doors, windows, heating and refrigeration units or partitioned into multiple compartments with separate overhead doors.

A ruling by the Building Code Commission (BCC) deemed the containers to be a building, as defined in the Ontario Building Code Act, s.o. 1992, c.23. The BCC is a law review body that considers disputes with the technical requirements of the Ontario Building Code, (O.Reg.403/97).

A building governed by the Ontario Building Code Act which is erected, extended, altered or installed is subject to the requirement for obtaining a building permit. In order to regulate the erection of these units within the City, the Building and Licensing Division is proposing that all shipping containers require a building permit prior to placement on the property in accordance with our Building Bylaw. The building permit process will ensure that the proposed containers will comply with the applicable zoning, site plan and building code requirements, and will allow for the collection of fees and charges such as permit fees, and be subject to property taxes as required for conventionally constructed buildings.

Our Property Standard Bylaw 03-29 section 4.(1) would address the exterior appearance of these units.

### FINANCIAL / BUDGET IMPACT

Collection of previously unaccounted municipal tax revenue and levies on existing units not currently assessed and continued taxation of all new units installed within our Industrial Zones.

### LINKS TO THE STRATEGIC PLAN

### CONCLUSION

Shipping containers may be used in industrial zones for permitted uses as accessory structures on lands zoned Industrial "M" Zone

CITY CLERK

### THE CORPORATION OF THE CITY OF ELLIOT LAKE

**B**<sub>Y-LAW No. 17-5</sub>

Being a by-law to amend By-law No. 92-92, regulating the erection and displaying of signs in the City of Elliot Lake.

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

- 1. THAT By-law No. 92-92 of The Corporation of the City of Elliot Lake, as amended, is hereby further amended by adding to Section 3.2.6 Signs on Public Lands, the following:
  - 3.2.6.1 Notwithstanding section 3.2.6 d) of the Municipality's Sign By-law No. 92-92, one sign may be erected by Elliot Equipment and Rentals in the Kilborn Way road allowance, adjacent to the South Industrial Area Business sign and the Ford sign.

MAYOR

**PASSED** this 13<sup>th</sup> day of February, 2017.

### THE CORPORATION OF THE CITY OF ELLIOT LAKE

# **B**<sub>Y-LAW No. 17-6</sub>

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

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

- 1. That the Corporation lease to 2158178 Ontario Ltd. o/a Elliot Equipment Rental Sales & Service, a part of the untravelled portion of a highway known as Kilborn Way, under the terms and conditions set out in the Lease attached hereto as Schedule "A" and forming part of this by-law.
- 2. THAT the Mayor together with the City Clerk of the Corporation are hereby authorized and directed to execute the Lease on behalf of the Corporation under the corporate seal.

PASSED this 13<sup>th</sup> day of February, 2017.

M	AY(

Schedule "A" to By-law No. 17-6 of The Corporation of The City of Elliot Lak

THIS LEASE, made in triplicate this 13<sup>th</sup> day of February, 2017.

### BETWEEN:

### THE CORPORATION OF THE CITY OF ELLIOT LAKE

(hereafter called the "City")

OF THE FIRST PART,

- and -

# 2158178 ONTARIO LTD. o/a ELLIOT EQUIPMENT AND RENTAL SALES & SERVICE

(hereafter called the "Lessee")

OF THE SECOND PART.

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

### 1.0 LANDS LEASED

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

### 2.0 TERM AND APPLICATION FOR RENEWAL

The term of this Lease shall be for a period of five (5) years, to be computed from the 1<sup>st</sup> day of April 2017 and to be fully complete upon the 31<sup>st</sup> day of March 2022.

### 3.0 RENT

The Lessee covenants and agrees to pay as rent in advance, in the amount of One Hundred and Fifty Dollars (\$150.00) plus applicable taxes per year on or before the 1<sup>st</sup> day of April during each year of this Lease. It is understood that a calendar year shall commence on the 1<sup>st</sup> day of April.

### 4.0 USE OF LANDS LEASED

The Lessee covenants to use the lands herein leased solely for the purpose of erecting a business sign for the Lessee's business located in the South Industrial Area and in

accordance with the City's Sign By-law.

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

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

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

### 5.0 LEASE NOT TO BE ASSIGNED

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

### 6.0 INSURANCE

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

### 7.0 TERMINATION OF LEASE

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

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

### 8.0 PROVISIOS

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

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

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

### 9.0 NOTICE

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

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

and in the case of the Lessee to:

Elliot Equipment Rental Sales & Service 10 Kilborn Way, Elliot Lake, ON P5A 2T1 Contact: Debra Jeffrey

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

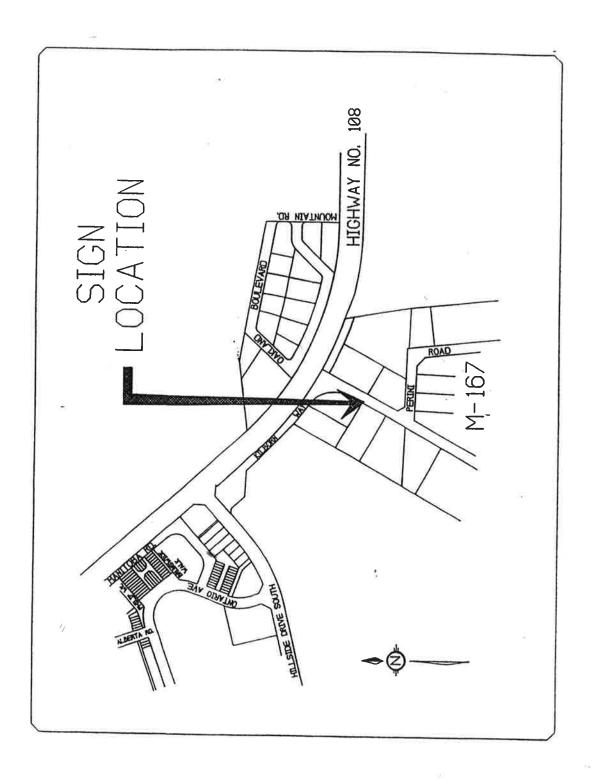
CITY OF ELLIOT LAKE	
May	_
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THE CORPORATION OF THE

2158178 ONTARIO LTD. O/A ELLIOT LAKE EQUIPMENT RENTAL SALES & SERVICE

Lebra Jeffrey WITNESS

PRESIDENT



### THE CORPORATION OF THE CITY OF ELLIOT LAKE

D		
D	Y-LAW No.	17-7

Being a by-law to authorize the entering into of a Partnership Agreement with Near North Mobile Media Lab.

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

- 1. That the Corporation enter into an agreement with Near North Mobile

  Media Lab to establish digital creator spaces for youth, 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 13<sup>th</sup> day of February, 2017.

MAYOR
CITY CLERK

### **PARTNERSHIP AGREEMENT**

Between

Near North Mobile Media Lab

and

The Corporation of the City of Elliot Lake

Effective as of November 15, 2016

### PARTNERSHIP AGREEMENT

**THIS PARTNERSHIP AGREEMENT** effective as of the 15<sup>th</sup> day of November, 2016.

### BETWEEN:

Near North Mobile Media Lab, incorporated under the laws of ONTARIO.

(hereinafter "N2M2L")

OF THE FIRST PART.

- and -

The Corporation of the City of Elliot Lake, incorporated under the laws ONTARIO.

(hereinafter "The Corporation of the City of Elliot Lake")

OF THE SECOND PART.

**WHEREAS** N2M2L and The Corporation of the City of Elliot Lake entered into the Partnership (as defined herein) effective as of June 10, 2016 on the terms and conditions hereinafter set forth;

AND WHEREAS from and following November 15th, 2016 the Partnership acquired certain assets required by it to carry on its business;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants, agreements and conditions herein contained, it is hereby covenanted, agreed and declared by and among the Partners (as defined herein) as follows:

### 1.INTRODUCTION

### 1.1. Definitions.

In this Agreement (as defined herein), unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings ascribed below:

(a) "Agreement", "this Agreement", "hereto", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular Article,

Section or other portion hereof, and include any and every instrument supplemental or ancillary to or in implement hereof;

- (b) "Effective Date" means November 15, 2016;
- (c) "Funders" means any financial contributor, government agency, foundation or otherwise as pertaining to grants received for the Partnership project;
- (d) "Partner" means any one of N2M2L or TPL or any other partner admitted pursuant to the provisions of this Agreement, "Partners" means all of them, and the "Partnership" means the partnership established by this Agreement; and
- (e) "Person" means any individual, firm, corporation, partnership, joint venture, trustee or trust, government or agency thereof, unincorporated association, or other entity and pronouns have a similarly extended meaning.
- (f) "Year 1" means February 13, 2016 to May 31st 2018.
- (g) "Year 2" means May 31st, 2018 to May 31st 2019.

### 1.2. Number and Gender.

Words importing the singular include the plural and *vice versa* and words importing gender include all genders.

### 1.3. Governing Legislation.

Except as expressly stipulated in this Agreement to the contrary, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the *Partnership Act* (Ontario) (the "Act") or any successor legislation or other statute which may be passed to take the place of the Act or to amend same.

### 2.FORMATION OF PARTNERSHIP

### 2.1. Establishment.

Subject to the terms and conditions hereof, the parties hereto agree to carry on the Partnership.

### 2.2. Term.

Subject to the provisions of this Agreement, the Partnership shall commence as of the Effective Date and shall continue for a term ending on the earlier of:

(a) the date on which the Partnership is voluntarily dissolved by unanimous agreement of the Partners; or

(b) the date on which the Partnership end has been reached at the completion of Year 2.

### 2.3. Opt-out

In the event where the initiative is not producing the required expectations, and/or both parties are not meeting the requirements and obligations of the agreement, *either* partner has the ability to leave the partnership and dissolve their participation in the project. If either party choses to opt out, they will provide 30 days' notice.

### 2.4. Name.

The name of the Partnership shall be "Digital Creator North" and/or such other name or names as the Partners may from time to time agree upon in writing and no party shall carry on business under such name except as a Partner of the Partnership.

### 2.5. Place of Business.

The place of business of the Partnership shall be at such place or places as the Partners shall from time to time hereafter determine.

### 3.FINANCIAL MATTERS

### 3.1. Capital Contributions and Financing Requirements.

N2M2L will contribute the following capital contribution to the Partnership for all two years of up to \$81,350 as follows:

### (a) For YEAR 1:

- 1) N2M2L will be responsible for covering the payment for the Youth Lead, which will be a full-time, 15-month contract position in YEAR 1 (35/hrs per week, \$19/hr, with total wages being \$44,200 total for the length of contract). The N2M2L will be responsible for distribution of payment to the employee.
- 2) up to \$25,000 in digital equipment capital, with a timeline as negotiated by the Partners to fulfill the technical needs of the programming of the Partnership and,
- 3) The cost of insurance relating to covering the value of above equipment estimated at \$1000 and,
- 4) The cost of marketing and web pertaining to the Partnership program including up to but not exceeding, a local marketing budget for advertising at \$500.
- 5) N2M2L is responsible for the cost of repair and/or replacement of any equipment used and/or damaged at the space.
- 6) N2M2L shall contribute the amount of \$4180 for Mandatory Employee Related Costs (MERCs) associated with the 15-month contract.

### **(b)** For **YEAR 2**:

- 1) Upon a successful grant application from the Corporation of The City of Elliot Lake to the Northern Ontario Heritage Fund Corporation Internship Program for Year 2, N2M2L shall contribute the Mandatory Employee Related Costs (MERCs), to the amount of \$2764.50, and \$3,415 for 10% matching funds as required for program costs.
- 2) The cost of insurance relating to covering the value of above equipment estimated at \$600 and,
- 3) The cost of marketing and web pertaining to the Partnership program including up to but not exceeding, a local marketing budget for advertising at \$500.
- 4) N2M2L is responsible for the cost of repair and/or replacement of any equipment used and/or damaged at the space.
- 5) Due to the granting requirements of the NOHFC, the title and nature of the NOHFC internship position must be different from the previous Youth Lead role. The candidate must also meet the NOHFC requirements listed on the grant guidelines, which means the employee hired as the Youth Lead in Year 2 may not be eligible for the position. The NOHFC grant application MUST be submitted by **January 2018** to ensure a May start date.

### 3.2 In-kind Contributions

The Corporation of the City of Elliot Lake will provide the following in-kind contributions to the Partnership over the time period agreed upon as the Term outlined in section 2.2 as follows:

- (a) The use of a designated space for the Partnership that is adequate for carrying out the deliverables of the project as agreed upon by the Partners and,
- (b) The oversight of a hired staff member when on-site at TPL space
- (c) The safe and secure storage of on-site equipment as agreed upon to being sufficient for insurance purposes as agreed upon by the Partners.
- (d) Mobile/on-site programming, oversight of the Digital Creator North Program Lead, on-site housing and use of equipment, and designated space(s)
- (e) Promotion/advertising of Digital Creator North programming that is taking place on the Lester B. Pearson Civic Centre (LBPCC) site.
- (f) Contributing to the data evaluation of the project as outlined in the Data Evaluation Plan.

(g) Installation of software onto devices used at the Civic Centre's Digital Creator space and any additional IT support for the Digital Creator space will be the responsibility of N2M2L and the Program Lead.

### 3.3 Additional Financial Responsibilities

- any additional in-kind contributions, outlined in section 3.2 or otherwise, of each Partner, including but not limited to, costs associated to use of facilities, staff member hours, office costs and administrative overhead shall be recorded as its equal monetary value in the financial statements pertaining to the Partnership, as outlined in section 3.2.
- (b) no Partner shall be entitled to interest on the amount of its capital contribution to the Partnership.

### 3.2. Payment of Obligations.

N2M2L shall punctually pay and discharge its separate obligations, duties and agreements whether at present or future and keep indemnified the Partnership property and the other Partner from all actions, proceedings, costs, claims and demands of every nature.

### 3.3. Indemnification.

If at any time either of the Partners is required to pay or become liable for more than its proportion of the Partnership debts as provided for in this Agreement, that Partner shall have as against the other Partner a right of recovery of the appropriate proportion of the payment or indemnification against such liability, and the Partner shall have, on becoming liable for such debt, the first lien or charge on the capital and all other interest or interests of the offending Partner in the Partnership business.

### 4.MANAGEMENT

### 4.1. Management.

Final authority, management and control of the affairs of the Partnership shall be vested in N2M2L, with on site project management as negotiated between Partners falling upon The Corporation of the City of Elliot Lake as laid out in section 3.2.

### 4.2. Books and Records.

Complete and accurate books of account shall be kept by N2M2L on behalf of the Partnership and shall show the condition of the business and finances of the Partnership, and each Partner shall have access to, and may inspect and copy, any part thereof.

### 4.3. Partnership Property.

Unless otherwise unanimously agreed by the Partners, all Partnership property shall be registered in the name of N2M2L.

### 5.DETERMINATION OF PARTNERSHIP

### 5.1. General.

Except as expressly permitted in this Article 5, or as otherwise unanimously agreed to in writing by the Partners, no Partner may sell, assign, convey, transfer, mortgage, charge or otherwise encumber all or any part of its share or interest in the Partnership.

### 5.2. Dissolution.

The Partnership shall be dissolved at any time by unanimous resolution of the Partners passed at a meeting of the Partners called for that purpose. The Partnership may also be terminated by unanimous agreement in writing signed by all of the Partners.

### 5.3. Determination.

In the event of the dissolution of the Partnership, the Partnership shall terminate and a proper accounting shall be made of the capital and income accounts of each Partner and any remaining capital shall be returned to the appropriate Funders as required by the terms of funding agreements.

### 5.4. Agreements with Transferees.

In the event that any Partner (in this Section 5.4 called the "**Transferor**"), pursuant to the terms and conditions hereof, purports to transfer all, but not less than all, of its interest or share in the Partnership to any Person (such Person in this Section 5.4 called the "**Transferee**"), then no such transfer shall be made or shall be effective until the Transferee enters into an agreement with the other Partner hereto whereby the Transferee agrees to assume and be bound by all of the obligations of the Transferor and to be subject to all of the terms and conditions of this Agreement.general

### 5.5. Headings.

The headings of any Article, Section or part thereof are inserted for purposes of convenience only and shall not form part hereof and shall not be considered in the interpretation hereof.

### 5.6. Notices.

Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon the party or a representative or officer of the party for whom it is intended, or mailed by certified or registered mail, postage prepaid, or telexed, telegraphed, or telecopied, addressed at such address to such officers as a party may from time to time advise to the other parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval if served personally shall be deemed to be the date of delivery thereof, or

if mailed as aforesaid, the second business day following the date of mailing, or if delivered via telex, telegraph, or telecopier, the business day following transmission.

### 5.7. Governing Law.

The validity and interpretation of this Agreement shall be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### 5.8. Severability.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such invalid or unenforceable provision was omitted.

### 5.9. Effective Date.

Notwithstanding the actual date of execution hereof, this Agreement shall be effective as of and from the Effective Date.

### 5.10. Entire Agreement.

This Agreement embodies the entire and final agreement of the Partners with regard to the Partnership and no representations, warranties, agreements, understandings, verbal or otherwise, exist between the Partners except as herein expressly set out.

### 5.11. Amendments.

No amendment, alteration, change, qualification or modification of this Agreement shall be valid unless it is in writing and signed by each Partner hereto and any such amendment, alteration, change, qualification or modification shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of this Agreement.

### 5.12. Further Assurances.

The Partners hereto, and each of them, covenant and agree that each of them shall and will, upon reasonable request of the other Partners, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

### 5.13. Enurement.

This Agreement and the provisions hereof shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

### 5.14. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement this day of November 15, 2016, to be effective as of the Effective Date in accordance with Section 6.5 of this Agreement.

### NEAR NORTH MOBILE MEDIA LAB

Per:	
	Name:
	Title:
Per:	
	Name:
	Title:
	CORPORATION OF THE CITY OF IOT LAKE
Per:	
	Name:
	Title:
Per:	
	Name:

### THE CORPORATION OF THE CITY OF ELLIOT LAKE

## **B**<sub>Y-LAW No. 17-11</sub>

Being a by-law to appoint a Municipal Law Enforcement Officer for the City of Elliot Lake.

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

1. **THAT** Bruce Elliott is hereby appointed as a Municipal Law Enforcement Officer for the City of Elliot Lake, for the purposes of enforcing the Animal Control By-Law No. 01-60, the Anti-Noise By-Law No. 96-66, the Exotic Pets By-Law No. 04-105, the Garbage By-Law No. 05-74, By-Law No. 86-25, a by-law to amend By-Law No. 79-63 with respect to the control of animals at Westview Park, the Property Standards By-law No. 03-29 and the Parking Control By-Law No. 02-18.

PASSED this 13 <sup>th</sup> day of Febru	uary, 2017.
	Mayor
	CITY CLERK