

**CITY OF ELLIOT LAKE**



**CITY COUNCIL - REGULAR MEETING  
AGENDA**

Monday, March 23, 2015

7:00 pm

COUNCIL CHAMBERS

Pages

1.	<b>CALL TO ORDER</b>	
2.	<b>ROLL CALL</b>	
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13. ADDENDUM
14. CLOSED SESSION BUSINESS
15. ADJOURNMENT



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

Monday, March 9, 2015
7:00 PM
COUNCIL CHAMBERS

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

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

Media
D. Briggs

Regrets
L. Cyr, Councillor

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

Councillor Mann declared an indirect pecuniary interest with respect to item 11. Other Business, with respect to cheque number 62139 on cheque write no. 02/26/15-1, and asked that the cheque be removed from the register as the cheque was payable to his employer.

Councillor Reinhardt declared an indirect pecuniary interest with respect to item 11. Other Business, with respect to cheque number 62159 on cheque write no. 02/26/15-1, and asked that the cheque be removed from the register as the cheque was payable to his employer.

**4. ADOPTION OF PREVIOUS MINUTES**

**4.1. February 9, 2015 - Regular.**

**Res. 108/15**

Moved By: Mrs. T. VanRoon

Seconded By: Mrs. C. Nykyforak

That the following minutes be adopted:

February 9, 2015 - Regular.

**Carried**

**4.2. February 12, 2015 - Special.**

**Res. 109/15**

Moved By: Mrs. C. Martin

Seconded By: Mr. S. Reinhardt

That the following minutes be adopted:

February 12, 2015 - Special.

**Carried**

**4.3. February 17, 2015 - Special.**

**Res. 110/15**

Moved By: Mr. S. Reinhardt

Seconded By: Mrs. C. Nykyforak

That the following minutes be adopted:

February 17, 2015 - Special.

**Carried**

**4.4. February 20, 2015 - Special.**

**Res. 111/15**

Moved By: Mrs. T. VanRoon

Seconded By: Mr. S. Reinhardt

That the following minutes be adopted:

February 20, 2015 - Special.

**Carried**

**4.5. February 26, 2015 - Special.**

**Res. 112/15**

Moved By: Mrs. T. VanRoon

Seconded By: Mrs. C. Nykyforak

That the following minutes be adopted:

February 26, 2015 - Special.

**Carried**

**4.6. Reading of resolutions passed following the closed session**

The City Clerk read resolutions 88/15 and 101/15 passed following the closed sessions of the February 9, 2015 and February 20, 2015 meetings.

**5. PUBLIC PRESENTATIONS**

**5.1. March 9, 2015. Presentation from the CEO of St Josephs General Hospital**

re: St. Joseph's General Hospital pre-capital planning submission

Mr. M. Hukezalie, CEO of St. Joseph's General Hospital, addressed the Council concerning the capital planning process with respect to the need for a new hospital in Elliot Lake to be submitted to the Northeast Local Health Integration Network.

**6. CORRESPONDENCE LIST**

**6.1. January 17, 2015. Letter from E. Forsyth**

re: Request for support - Memorial Wall of Names project - recognizing Canada's Fallen in all our Wars

**Res. 113/15**

Moved By: Mr. S. Reinhardt

Seconded By: Mrs. C. Nykyforak

That the Council of the City of Elliot Lake support in principle, the Memorial Wall of Names project, to recognize and honour our Fallen in all our wars and peacekeeping duties since 1812 to the present, and that the Federal Government provide the area on the front lawns of Parliament to accommodate this memorial.

**Carried**

## 7. MAYOR'S REPORT

Councillor Peterson, of the Town of Blind River recently passed away and will be remembered as a dedicated servant to his community.

The Fishing Derby was a great success, once again.

Four members attended the Annual OGRA/ROMA Combined Municipal conference. It was a good opportunity for networking and information gathering. Presentations to various ministers were well received.

On March 3<sup>rd</sup>, the mixed media art exhibition opened at the Gallery at the Centre and continues to the end of the month.

Winterfest also had a great turnout. 150 kids attended the kid's ice fishing derby and the Spruce Beach activities and skating show each had about 700 attendants. Thanks to our hard-working staff who make these events happen.

To see up and coming events, see the 60<sup>th</sup> anniversary page on the city's website.

## 8. UNFINISHED BUSINESS

## 9. REPORTS

### 9.1. February 24, 2015. Report from the Director of Finance

re: Statement of remuneration and expenses paid to members of Council during the year 2014

#### **Res. 114/15**

Moved By: Mr. N. Mann

Seconded By: Mrs. T. VanRoon

That Staff Report FIN 2015-07 of the Director of Finance dated February 24, 2015 concerning the Statement of Remuneration and Expenses paid to Members of Council during the year 2014 be received;

And that the statement be posted on the City's website in accordance with the Municipal Act 2001, Section 284(4).

**Carried**

### 9.2. February 23, 2015. Report from the Public Services Committee

re: Purchase of rotork valve actuators for Water Treatment Plant

#### **Res. 115/15**

Moved By: Mrs. C. Martin

Seconded By: Mr. N. Mann

That Staff Report OPS 2015-03 of the Director of Operations dated January 28, 2015 be received;

And that an expenditure of \$24,108.00 plus applicable taxes be authorized from the 2015 Plants Department Capital Budget toward the purchase of three (3)

rotork valve actuators at the Elliot Lake water treatment plant as recommended by the Public Services Committee in their resolution no. 06-15 dated February 19, 2015.

**Carried**

**9.3. February 23, 2015. Report from the Public Services Committee**

re: Waste Water Disposal Site engineering services

**Res. 116/15**

Moved By: Mrs. C. Martin

Seconded By: Mrs. C. Nykyforak

That Staff Report OPS 2015-04 of the Director of Operations dated February 6, 2015 be received;

And that an expenditure of \$24,775.00 plus applicable taxes be authorized from the 2015 Plants Department Capital Budget for engineering services provided by Pinchin Ltd. as outlined in the municipal waste disposal site Environmental Compliance Approval, as recommended by the Public Services Committee in their resolution no. 07-15 dated February 19, 2015.

**Carried**

**9.4. February 23, 2015. Report from the Public Services Committee**

re: Purchase of spiral type wastewater heat exchanger

**Res. 117/15**

Moved By: Mrs. C. Martin

Seconded By: Mrs. T. VanRoon

That Staff Report OPS 2015-053 of the Director of Operations dated February 12, 2015 be received;

And that an expenditure of \$43,250.00 plus applicable taxes be authorized from the 2015 Plants Department Capital Budget toward the purchase of one (1) Dorr-Oliver equivalent spiral type heat exchanger from Vector Process Equipment as recommended by the Public Services Committee in their resolution no. 08-15 dated February 19, 2015.

**Carried**

**9.5. March 4, 2015. Report from the Economic Development Committee**

re: Support for the Spring Into Wellness Fair to take place on Sat. June 20<sup>th</sup>

**Res. 118/15**

Moved By: Mr. S. Reinhardt

Seconded By: Mrs. T. VanRoon



That Staff Report EDC2015-02 dated February 5, 2015 of the Economic Development Coordinator be received;  
 And that Council support the Spring into Wellness Fair and approve a budget of up to \$10,000;  
 And that \$10,000 be transferred from the Economic Development reserve for the Spring Into Wellness Fair budget as recommended by The Economic Development Committee in their Resolution No. 08-15 dated February 9, 2015.

**Carried**

**9.6. February 23, 2015. Memo from the Director of Clerks and Planning Services**

re: resignation from the Community Liaison Committee

**Res. 119/15**

Moved By: Mr. N. Mann

Seconded By: Mrs. C. Nykyforak

That Mr. Ken Bondy's resignation from the Elliot Lake Community Liaison Committee be accepted, with regret.

**Carried**

**9.7. February 19, 2015. Memo from the Director of Clerks and Planning Services**

re: request for extension on the covenant to build on a waterfront lot

As this matter deals with personal information about an identifiable individual and the acquisition and/or disposition of property by the Municipality, it may be discussed in closed session under Section 239.(2)(b)and(c) of the Municipal Act.

**Res. 120/15**

Moved By: Mr. N. Mann

Seconded By: Mrs. C. Martin

That the memo from the Director of Clerks and Planning Services dated February 19, 2015 concerning a request for extension on the covenant to build on a waterfront lot be discussed in closed session under Section 239.(2)(b)and(c) of the Municipal Act as this matter deals with personal information about an identifiable individual and the acquisition and/or disposition of property by the Municipality.

**Carried**

**9.8. February 10, 2015. Report from the Director of Clerks and Planning Services**

re: Appointments to Shared Use Trails Committee, Miners Memorial Name Selection Committee and Seniors Advisory Committee

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.

Moved By: Mrs. C. Nykyforak

Seconded By: Mr. S. Reinhardt

That Staff Report CK2015-5 of the Director of Clerks and Planning Services, dated February 10, 2015 concerning appointment of volunteers to the Shared Use Trails Committee, Miners Memorial Name Selection Committee and the seniors Advisory Committee be discussed in closed session under Section 239.(2)(b) as this matter deals with personal information about identifiable individuals.

Main Motion

Councillor Martin provided background information with respect to the Shared Use Trails Committee. It is proposed that we reach out to the groups and organizations involved in the use and maintenance of the trail systems and request representatives for the formation of a round-table to help us move forward and work together to produce a trail system Elliot Lake can be proud of.

**Res. 121/15**

Moved By: Mrs. C. Martin

Seconded By: Mr. S. Reinhardt

That the membership of the Shared Use Trails Committee be removed from the closed session discussion.

**Carried**

**Res. 122/15**

Moved By: Mrs. C. Nykyforak

Seconded By: Mr. S. Reinhardt

That Staff Report CK2015-5 of the Director of Clerks and Planning Services, dated February 10, 2015 concerning appointment of volunteers to the Miners Memorial Name Selection Committee and the Seniors Advisory Committee be discussed in closed session under Section 239.(2)(b) as this matter deals with personal information about identifiable individuals.

**Carried**

**9.9. February 26, 2015. Report from the Director of Clerks and Planning Services**

re: Vacancy on Elliot Lake Community Liaison Committee

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. 123/15**

Moved By: Mr. S. Reinhardt

Seconded By: Mrs. T. VanRoon

That Staff Report CK2015-6 of the Director of Clerks and Planning Services, dated February 26, 2015 concerning a vacancy on the Community Liaison Committee be discussed in closed session under Section 239.(2)(b) as this matter deals with personal information about identifiable individuals.

**Carried**

**9.10. March 5, 2015. Memo from the Manager of Human Resources**

re: verbal report from the CAO Selection Committee providing an update on candidate review

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. 124/15**

Moved By: Mrs. C. Nykyforak

Seconded By: Mrs. T. VanRoon

That the verbal report from the CAO Selection Committee concerning the CAO candidate review be discussed in closed session under Section 239.(2)(b) as this matter deals with personal information about identifiable individuals.

**Carried**

**10. NOTICES OF MOTION**

**10.1. Motion proposed by Mayor Marchisella**

re: recording of closed sessions

Moved By: Mr. D. Marchisella

Seconded By: Mrs. T. VanRoon

Whereas the City of Elliot Lake will continue to require "in camera" or "closed session" meetings on occasion, as per Section 239 of the Municipal Act;

And Whereas the purchase of a digital recording device is required for the purpose of recording closed sessions;

Now therefore, the Council of the City of Elliot Lake shall begin the audio recording of all "in camera" sessions of the Council meetings, commencing on March 23, 2015.

A motion to refer the matter was introduced.

**Res. 125/15**

Moved By: Mrs. T. VanRoon

Seconded By: Mr. N. Mann

That the proposed recording of closed sessions be referred to the By-laws and Planning Committee for further consideration and a subsequent recommendation.

**Carried**

**10.2. Motion proposed by Mayor Marchisella**

re: town hall meetings to be held bi-annually

Moved By: Mr. D. Marchisella

Seconded By: Mrs. C. Martin

Whereas the City of Elliot Lake will hold open forum "town hall" meetings bi-annually;

And whereas two members of Council and Mayor, (for the purpose of no quorum) be involved in open and transparent discussion with members of the community within the limits of a pre-set list of discussion points;

Therefore be it resolved that the Council of the City of Elliot Lake host its first bi-annual "town hall" meeting at the Lester B. Pearson Civic Centre on March 29th, 2015 at 1 PM;

and further, that the first town hall discussion items shall be: NWMO Community Wellness Fund; Pearson Plaza; White Mountain; Q&A; listen to ideas.

A motion to refer the matter was introduced.

**Res. 126/15**

Moved By: Mr. N. Mann

Seconded By: Mrs. C. Nykyforak

That the proposal to hold "town hall" style meetings be referred to the By-laws and Planning Committee for further information and a subsequent recommendation for the regular meeting of Council to be held on April 13, 2015.

**Carried**

**11. OTHER BUSINESS**

**11.1. Cheque Write No. 02/15/15-1 - \$289,429.40.**

**11.2. Cheque Write No. 02/26/15-1 - \$492,229.00**

Councillor Mann and Councillor Reinhardt withdrew from their positions at the Council table.

**Res. 127/15**

Moved By: Mrs. T. VanRoon

Seconded By: Mrs. C. Martin

That cheque numbers 62159 and 62139 on cheque write no. 02/26/15-1 be removed from the register.

**Carried**

**Res. 128/15**

Moved By: Mrs. T. VanRoon

Seconded By: Mrs. C. Martin

That cheque numbers 62159 and 62139 on cheque write no. 02/16/15-1 be received.

**Carried**

Councillor Mann and Councillor Reinhardt returned to their positions at the Council table.

**Res. 129/15**

Moved By: Mrs. C. Martin

Seconded By: Mrs. C. Nykyforak

That the following cheque write be received:

02/12/15-1.

**Carried**

**Res. 130/15**

Moved By: Mrs. T. VanRoon

Seconded By: Mr. N. Mann

That the following cheque write be received:

02/26/15-1.

**Carried**

**12. BY-LAWS**

**13. ADDENDUM**

Re: Verbal report from the Chief Administrative Officer with respect to the acquisition of the White Mountain Academy facility.

**Res. 131/15**

Moved By: Mr. N. Mann

Seconded By: Mrs. T. VanRoon

That we deal with the addendum to the agenda.

**Carried**

**Res. 132/15**

Moved By: Mrs. T. VanRoon

Seconded By: Mr. N. Mann

That the verbal report from the Chief Administrative Officer with respect to the acquisition of the White Mountain Academy facility be discussed in closed session under Section 239.(2)(c) of the Municipal Act.

**Carried**

**14. CLOSED SESSION BUSINESS**

**Res. 133/15**

Moved By: Mrs. T. VanRoon

Seconded By: Mrs. C. Martin

That this meeting proceed into closed session at the hour of 8:54 PM.

**Carried**

**Res. 134/15**

Moved By: Mr. N. Mann

Seconded By: Mrs. T. VanRoon

That this meeting come out of closed session at the hour of 9:40 PM.

**Carried**

**Res. 135/15**

Moved By: Mr. S. Reinhardt

Seconded By: Mrs. T. VanRoon

That Douglas Souliere and Blair Boilard be appointed the Miners Memorial Name Selection Committee to serve for the remaining term of Council or until a successor is appointed.

**Carried**

**Res. 136/15**

Moved By: Mr. N. Mann

Seconded By: Mrs. C. Nykydorak

That Darla MacPhail, Sandra Nicholls, Douglas Ritchie and Wendy Bromley be appointed to the Seniors Advisory Committee to serve for the remaining term of Council or until a successor is appointed.

**Carried**

**Res. 137/15**

Moved By: Mrs. C. Martin

Seconded By: Mr. N. Mann

That the request dated February 4, 2015 for a 9 month extension on the construction deadline with respect to the covenant on a waterfront lot be approved subject to the applicable fee of \$1,000.00.

**Carried**

**Res. 138/15**

Moved By: Mrs. C. Martin

Seconded By: Mrs. T. VanRoon

That Raymond Racine be appointed to the Community Liaison Committee to serve for the remaining term of Council or until a successor is appointed.

**Carried**

**15. ADJOURNMENT**

**Res. 139/15**

Moved By: Mrs. T. VanRoon

Seconded By: Mrs. C. Nykyforak

That this meeting adjourn at the hour of 9:45 PM.

**Carried**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



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

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

[www.denisonmines.com](http://www.denisonmines.com)

February 18, 2015

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

VIA EMAIL: [lesley.sprague@city.elliottlake.on.ca](mailto:lesley.sprague@city.elliottlake.on.ca)

Attention: Ms. Sprague

**Re: Denison Mines Inc. and Rio Algom Limited – Presentation to City  
Council March 23, 2015**

Further to our request to postpone our February 9<sup>th</sup> presentation, Denison and Rio Algom wish to make a Powerpoint Presentation to Mayor Marchisella, Elliot Lake City Council and the general public on March 23, 2015 at council chambers during the regularly scheduled City Council meeting.

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

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

Yours truly,

Denison Mines Inc.

A handwritten signature in blue ink, appearing to read "Ian Ludgate".

Ian Ludgate,  
Manager  
/ae

cc: R. Hochstein  
D. Cates  
D. Berthelot





## MEMO

To: **Mayor and Council**  
From: **Andrea Leddy, Secretary, Ad Hoc Council Remuneration Committee**  
Date: **March 16, 2015**  
Subject: **Ad Hoc Council Remuneration Committee Update**

---

At their meeting held on Thursday, March 12, 2015, the Ad Hoc Council Remuneration Committee passed the following resolution:

Res.3/15

As remuneration for the Mayor and Council Members is within the scope of similar-sized municipalities, no increase is warranted at this time.

Carried.

Please find attached a report from the Chair of the Committee for the Agenda to the Council meeting on Monday, March 23, 2015.



Andrea Leddy  
Secretary



The Corporation of the City of Elliot Lake

**Staff Report CAO 2015-03**

Report of the **Chief Administrative Officer**  
for the Consideration of Council

**RE: COUNCIL REMUNERATION REVIEW**

**OBJECTIVE**

To provide Mayor & Council with information regarding the recent review of Council remuneration by the Ad Hoc Committee and the recommendation resulting from the review.

**RECOMMENDATION**

**THAT** Staff Report CAO 2015-03, Council Remuneration Review, dated March 16, 2015 of the Chief Administrative Officer be received;

**AND THAT** Council considers the recommendation put forward by the Ad-Hoc Committee formed to review Mayor and Councilor remuneration for this term of Council.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Rob deBortoli".

---

Rob deBortoli  
Chief Administrative Officer

March 16, 2015

## BACKGROUND

By-Law 04-79 (attached) provides for the review of Council remuneration after each election. The review is conducted by an Ad-Hoc committee consisting of three members of the public and assisted by both the CAO and Manager of Human Resources. At the regularly scheduled meeting of Council held on January 12, 2015 the following resolution passed;

### **Res. 23/15**

Moved By: Mr. S. Reinhardt

Seconded By: Mrs. T. VanRoon

That an ad hoc committee be struck consisting of three persons from the community selected by the CAO and Personnel Manager to review Council remuneration; and that the ad hoc committee provide a report and recommendation to Council within 30 days of the ad hoc committee's first sitting.

The committee was comprised of the following members – Ms. Shelley Watt- Proulx, Mr. Doug Souliere and Mr. John Shamas.

## ANALYSIS

The first meeting of the committee was held Friday March 6, 2015 at which time the mandate of the committee was reviewed and each member was provided with current information obtained from comparator communities regarding Mayor and Councillor remuneration (see attached). The committee members independently reviewed the information and at a meeting held on March 12, 2015 discussed the results of their individual reviews.

## FINANCIAL IMPACT

There is no financial impact in 2015 based on the committee's recommendation.

## LINKS TO STRATEGIC PLAN

N/A

## SUMMARY / CONCLUSION

The committee has met its mandate. Thank you to the members who volunteered their time to assist the municipality in this matter.

<p style="text-align: center;"><b>THE CORPORATION OF THE CITY OF ELLIOT LAKE</b></p>
--

**BY-LAW NO. 04-79**

Being a by-law to provide for the remuneration of the Mayor and members of Council and to repeal By-law No. 98-17.

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

1. **THAT** the Mayor of the City of Elliot Lake shall be paid the sum of \$28,227.00 per annum effective January 1, 2004.
2. **THAT** the members of the Council of the City of Elliot Lake, exclusive of the Mayor, shall be paid the sum of \$9,409.00 per annum effective January 1, 2004.
3. **THAT** the Deputy Mayor of the City of Elliot Lake, as determined in accordance with the Municipality's procedural by-law, shall be paid, in addition to the annual remuneration, the sum of \$1,000.00 per annum for the performance of duties in the absence of the Mayor.
4. **THAT** each member of Council, including the Mayor, shall be allowed ten (10) days sick leave during the term of Council.
5. **THAT** each member of Council, including the Mayor, shall be allowed absences for legitimate reasons during the term of Council for four (4) absences per year due to vacations constituting a legitimate reason.
6. **THAT** for each meeting missed by a member of Council, including the Mayor, not covered by the provisions of Paragraphs 4 and 5 hereof, there shall be a deduction of \$150.00 from the member's remuneration.
7. **THAT** all the sums of money provided for herein shall become due and payable and be paid monthly, not in advance.
8. **THAT** each member of Council, including the Mayor, shall be entitled to receive the same or equivalent extended health care, prescription, dental care and life insurance benefits as those received by the City's Management Group, subject to the limitations of the Group Benefit Plan relating to out-of-country coverages.

9. THAT Council remuneration be increased annually in accordance with the CPI as indicated by the percentage change from the previous year listed under All Items for December of the previous year in the Economic Indicators from the Canadian Industrial Relations Personnel Developments publication;
10. THAT an Ad Hoc Committee be established to review Council remuneration after each election.
11. That By-law No. 98-17 is hereby repealed.

PASSED this 30<sup>th</sup> day of August, 2004.

  
MAYOR

  
CITY CLERK

Mayor and Members of Council	Population	Mayor's Salary	Deputy Mayor's Salary	Councillors	Council Meetings & Committees # of hours per month (approx.)	Annual Residential Levy (in millions)	Benefit Package Y/N	Pension Plan Y/N
City of Elliot Lake	11,500.00	\$ 29,367.37	\$ 10,789.08	\$ 9,789.12	14	10.6	Y	N
Town of Blind River	3,651.00	\$ 14,437.00	\$ 8,914.00	\$ 8,914.00	12	4	N	N
Town of Spanish	740.00	\$ 10,000.00	\$ 8,000.00		6	0.5	N	Mayor Only
Township of North Shore	554.00	2,334.60 + 108.53 per meeting	1,823.64 plus 84.13 per meeting	1,823.64 plus 84.13 per meeting	10		N	Y
Thessalon	1,299.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	did not provide	64,855	N	N
Town of Cochrane	5,457.00	\$ 16,569.84	N/A	\$ 8,570.64			Yes	N
Town of Hearst	5,090.00	\$ 20,630.00	N/A	\$ 9,350.00	did not provide	3.3	Y	N
Town of Iroquois Falls	4,800.00	\$ 15,000.00	N/A	\$ 7,500.00	7.5	3.3	Y	N
Town of Kapuskasing	7,448.00	\$ 24,237.00	N/A	\$ 10,099.00	7	6.2	N	N
City of Timmins	45,000.00	**						
City of Dryden	8,195.00	\$ 22,000.00	\$ 13,500.00	\$ 10,000.00	6	6.9	Y	N
City of Kenora	13,807.00	\$ 31,400.00	N/A	\$ 15,700.00	5 to 6	15.2	N	N
Mun. of Red Lake	4,670.00	\$ 23,300.00	\$ 14,450.00	\$ 10,750.00	7	4.2	Y	N
Mun. of Sioux Lookout	5,500.00	\$ 21,698.15	\$ 12,668.93	\$ 11,504.28	10	6.16	N	N
Township of Central Manitoulin	1,955.00	**						
Town of Gore Bay	924.00	**						
Town of Northeastern Manitoulin and the Islands	2,315.00	3000 + 95/meeting	1800 + 75/meeting		Min 4 meetings per month	did not provide	N	N
Town of Bracebridge	15,556.82	\$ 32,158.00	\$ 19,740.00	\$ 17,442.00	Min 3 meetings per month 1-3 hours in length	26.2	Y	N
Town of Gravenhurst	12,055.00	\$ 25,310.00	\$ 15,930.00	\$ 13,777.00	6.5	9.7	N	N
Town of Huntsville	18,427.00	\$ 33,114.00		\$ 18,815.75				
Town of Mattawa	2,114.00	\$ 14,097.50	N/A	\$ 7,636.70	4		N	N
City of North Bay	53,651.00	\$ 59,574.48	\$ 20,969.52	\$ 19,065.00	20		Mayor Only	N
Mun. of West Nipissing	13,410.00	\$ 28,109.00	\$ 14,060.00	\$ 14,060.00	7	10.9	N	N
Town of Parry Sound	6,191.00	**						
Town of Fort Frances	7,955.00	**						
Township of Chapleau	2,050.00	**						
Town of Espanola	5,079.00	\$ 27,916.92	\$ 16,866.48	\$ 13,948.52	6 to 10	4.9	N	Y
Township of Sable-Spanish River	2,943.00	\$ 6,826.88	\$ 3,986.60	\$ 3,986.60		2.7	N	N
Town of Marathon	3,500.00	need to call						
Town of Kirkland Lake	8,616.00	\$ 23,890.50	N/A	\$ 8,649.94	15	5.2	Y	Y
Town of Arnprior	7,871.00	\$ 30,300.00	\$ 15,840.00	\$ 15,840.00		5.6	Y	N
Town of Deep River	4,193.00	\$ 21,500.00	\$ 11,971.18	\$ 8,984.82				
City of Pembroke	14,360.00	\$ 34,499.40	\$ 17,065.43	\$ 17,065.43			N	N
Town of Petawawa	15,934.00	\$ 36,038.83	\$ 22,933.80	\$ 19,657.55	8	3.1	Y	N
Town of Renfrew	8,218.00	**						
Town of Collingwood	19,500.00	\$ 35,438.64	\$ 25,366.93	\$ 20,351.78	not provided	21.6	Optional	No
Town of Midland	17,300.00	**						



## Memo

**To:** Mayor and Council  
**cc:** Lesley Sprague, Director of Clerks and Planning Services  
**From:** Dawn Halcrow, Director of Finance  
**Date:** March 16, 2015  
**Subject:** Debenture documents, Pearson Plaza project

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I have received documents from Ontario Infrastructure and Lands Corporation (OILC) for the debenture issue re: Pearson Plaza project financing. The debenture will carry an interest rate of 2.75% per annum, compounded semi-annually, principal amount of \$1,970,000, term of 20 years and with a closing date of April 01, 2015.

Documents were forwarded to Wishart Law Firm for an external legal opinion on March 16, 2015.

The required By-law has been forwarded to you for the March 23, 2015 Council agenda.

All documents are to be returned to OILC by March 27, 2015.

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



March 17, 2015

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

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

Your Worship and Members of Council:

**RE: FINANCE & ADMINISTRATION COMMITTEE RECOMMENDATION**

We wish to advise that at a meeting of the Finance & Administration Committee held Monday, March 16, 2015, a report regarding the appointment of a Deputy Treasurer was discussed in closed session. Staff was directed to prepare a by-law for Council consideration, to appoint Vicki Brant to the statutory position of Deputy Treasurer.

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

Yours truly,

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

Dawn Halcrow  
Director of Finance



THE CORPORATION OF THE CITY OF ELLIOT LAKE  
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March 17, 2015

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

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

Your Worship and Members of Council:

**RE: FINANCE & ADMINISTRATION COMMITTEE RESOLUTION**

We wish to advise that at a meeting of the Finance & Administration Committee held Monday, March 16, 2015, the following resolution was passed:

Resolution # 2015-12

Moved by C. Martin

Seconded by S. Reinhardt

THAT Staff Report FIN 2015-08 "Budget Matters – Ontario Regulation 284/09" of the Director of Finance dated March 2, 2015 be received.

A copy of the report is attached.

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

Yours truly,

A handwritten signature in blue ink that reads 'Dawn Halcrow'.

Dawn Halcrow  
Director of Finance



The Corporation of the City of Elliot Lake

**Staff Report FIN2015-08**

Report of the Director of Finance  
for the Consideration of Council

**RE: 2015 Budget Matters – Ontario Regulation 284/09**

**OBJECTIVE**

To provide information pursuant to Ontario Regulation 284/09: Budget Matters.

**RECOMMENDATION**

That Report SR FIN 2015-08, "Budget Matters – Ontario Regulation 284/09" of the Director of Finance dated March 2, 2015 be received.

Respectfully Submitted

Handwritten signature of Dawn Halcrow in blue ink.

Dawn Halcrow  
Director of Finance

Approved

Handwritten signature of Rob deBortoli in blue ink.

Rob deBortoli  
Chief Administrative Officer

March 2, 2015

## BACKGROUND

Ontario Regulation 284/09 permits Municipalities to exclude certain expenses from their estimated expenditures when setting its budget and tax rates. The permitted exclusions include all or part of (1) amortization expense, (2) post-employment benefits expense and (3) landfill closure and post-closure expenses.

If the budget does not include these expenses, a report to Council is required. The report shall include (1) an estimate of the change in the accumulated surplus of the municipality resulting from the exclusion of any of these expenses and (2) an analysis of the estimated impact of the exclusion of any of the expenses on the future tangible capital asset funding requirements.

## ANALYSIS

Attached are two schedules - Schedule "A" re: General Municipal Budget and Schedule "B" re: the Water and Sewer Plants Budget, for 5 years, 2011 to 2015 inclusive. The Water and Sewer Plants figures are presented separately because the Safe Drinking Water Act addresses cost recovery of municipal systems.

### Amortization Expense and Current Capital expenditures:

The City's average annual amortization expense is about \$3.01Million. The average investment in capital (capital levy plus net transfers to capital reserves) is about \$850,000. The average difference is about \$2.16Million.

The Water and Sewer Plants average annual amortization expense is about \$440,000. The average investment in Plants capital is about \$434,000 and the difference is about \$6,000.

If the City were to fully fund amortization as a current expense, the tax levy would have to be increased by \$2.16 Million and water revenue would have to be increased by \$6,000.

### Post-Employment Benefits Expense:

The City provides health & dental benefits to retirees who meet policy criteria. Every three years, an actuarial consultant reviews the benefits package and the workforce demographics, and forecasts future benefit obligations. The operating budget covers current costs, but no provision is set aside to cover future costs. If the City were to fully fund post-employment benefits obligations based on the past five years' forecasts, the budget would have to include an additional \$1.4 Million.

### Landfill Closure and Post-Closure Costs:

The City's landfill site is nearing its capacity, and the City is in the process of expanding the site. Based on current capacity, closure and post-closure costs are estimated at \$2.9 Million. Landfill reserves are \$1.8 Million and 945,000 is unfunded at this time. It is anticipated that after the landfill is expanded, the unfunded liability will be reduced, coming closer in line to actual reserves.

### Cost of Asset Replacement:

It is important to note that the difference between Amortization expense and the City's annual investment in capital is not an accurate reflection of the "Infrastructure Deficit". Amortization is recorded based on actual cost of an asset when it was purchased, and is recorded over the expected useful life of the asset.

Many of the City's assets are fully amortized; therefore amortization expense does not accurately reflect the true cost of City Assets. When considering actual costs of replacing assets, current costs and funding opportunities also must be considered.

By not fully funding amortization costs in the current budget, the City may require borrowing to meet infrastructure needs.

### **FINANCIAL IMPACT**

No immediate impact; may affect long-term financing of capital projects.

### **LINKS TO STRATEGIC PLAN**

Required by Municipal Act & Regulations - not directly linked to the Strategic Plan.

### **SUMMARY**

Ontario Regulation 284/09 requires that a report be prepared for Council and that Council pass a resolution accordingly.

<b>Schedule A</b>					
<b>City of Elliot Lake - not including Water &amp; Sewer Plants</b>					
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u> <u>Budget</u>
<u>Unfunded expenses:</u>					
amortization expense	3,259,957	3,229,222	3,003,635	2,536,668	3,035,525
unfunded liability - landfill closure and post-closure costs	1,008,387	1,036,131	940,561	944,374	950,000
unfunded liability - post-employment benefits	1,243,400	1,333,200	1,429,700	1,478,600	1,568,600
	5,511,744	5,598,553	5,373,896	4,959,642	5,554,125
<u>Less:</u>					
capital levy	223,449	453,566	535,862	920,123	676,001
transfer to capital reserves	599,231	280,520	907,492	939,846	879,880
reduced by transfer from reserve to current capital projects	-518,683	-258,500	-499,670	-372,943	-517,350
reduction in municipal surplus:	5,207,747	5,122,967	4,430,212	3,472,616	4,515,594
average difference (2011 - 2015)					4,549,827

<b>Schedule B</b>					
<b>Water and Sewer Plants</b>					
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u> <u>Budget</u>
<u>Unfunded expenses:</u>					
amortization expense	377,838	409,566	446,941	440,215	520,000
<u>Less:</u>					
capital funded by current year water billing	209,305	249,292	269,418	341,875	244,000
transfer to capital reserves	220,000	220,000	220,000	220,000	245,000
reduced by transfer from reserve to current capital projects			-275,000		
	-51,467	-59,726	232,523	-121,660	31,000
average difference (2011 - 2015)					6,134

THE CORPORATION OF THE CITY OF ELLIOT LAKE  
MUNICIPAL OFFICE  
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ELLIOT LAKE, ON P5A 1X5



March 17, 2015

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

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

Your Worship and Members of Council:

**RE: FINANCE & ADMINISTRATION COMMITTEE RESOLUTION**

We wish to advise that at a meeting of the Finance & Administration Committee held Monday, March 16, 2015, the following resolution was passed:

Resolution # 2015-11

Moved by S. Reinhardt  
C. Martin  
Seconded by C. Martin

THAT Staff Report FIN 2015-06 "User Fee By-Law" of the Director of Finance dated February 9, 2015 be received;  
And That a by-law to revise City of Elliot Lake user fees be adopted by Council.

A copy of the report is attached.

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

Yours truly,

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

Dawn Halcrow  
Director of Finance



The Corporation of the City of Elliot Lake

**Staff Report FIN2015-06**

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

**RE: USER FEE BYLAW**

**OBJECTIVE**

To revise user fees for City of Elliot Lake services.

**RECOMMENDATION**

That Report SR FIN 2015-06 of the Director of Finance dated February 9, 2015 be received;  
And that a by-law to revise City of Elliot Lake user fees be adopted by Council.

Prepared by

Elizabeth Louis  
Assistant to the Director of Finance

Respectfully Submitted

Approved

Dawn Halcrow  
Director of Finance

Rob deBortoli  
Chief Administrative Officer

February 9, 2015

## **BACKGROUND**

In 2011, Council amended the user fee bylaw to remove the automatic cost of living increase that had been part of the existing bylaw. It was determined that user fees should be reviewed annually, and staff has done so each year.

## **ANALYSIS**

Department heads have reviewed each of the user fees in their areas and have recommended the changes as shown in red on the attached draft bylaw schedules A through H.

## **FINANCIAL IMPACT**

Incremental increases to user fees help to offset costs of Municipal services.

## **LINKS TO STRATEGIC PLAN**

Goal 8 – To foster an active, healthy and creative community with access to quality parks, recreation, arts and cultural services.

Goal 13 – to ensure the continued long term financial viability of the municipality at the lowest possible cost to the taxpayer.

## **SUMMARY**

It is recommended that Council enact a by-law revising the City of Elliot Lake's user fees, effective April 1<sup>st</sup>, 2015; with the exception of Arena fees, which will come into effect at the start of the Arena's 2015-2016 winter activity season.



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

***B*Y-LAW NO.15-17**

Being a by-law to establish User Fees for Municipal Services and to repeal By-law 13-76.

**WHEREAS** Section 391(1) of the Municipal Act, 2001 authorizes a municipality to impose fees or charges on persons for services or activities provided or done by, or on behalf of it, and for the use of its property including property under its control;

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

1. **THAT** User fees are hereby established for Municipal services or activities as set out in the Schedules listed below and as attached hereto and forming part of this By-law:
  - i) Schedule A – Parks & Recreation
  - ii) Schedule B – Animal Control
  - iii) Schedule C – Transit
  - iv) Schedule D – Fire Department
  - v) Schedule E – General
  - vi) Schedule F – Clerks
  - vii) Schedule G – Planning
  - viii) Schedule H – Landfill Tipping
  
2. **THAT** all user fees for municipal services are subject to provincial and/or federal taxes.
  
3. **THAT** this By-law shall come into force and take effect on April 1, 2015.
  
4. **THAT** By-law 13-76 is hereby repealed.

**PASSED THIS 23<sup>RD</sup> DAY OF MARCH, 2015.**

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**MAYOR**

---

**CITY CLERK**

<b><u>PARKS &amp; REC - PROGRAMS &amp; ADMIN</u></b>	<b>Price (\$)</b>	<b>AccessCard (\$)</b>	<b>Senior (\$)</b>
Walking Program - Collins Hall (HST included).....	1.00 / day		
..... or (HST included).....	10.00 / month		
Indoor Tennis ( 2x per week ) (HST included).....	1.00 / visit		
Summer Playground Program ( 10 days ) .....	99.75	64.84	
Summer Playground Program ( 5 day pass ).....	57.75	37.54	
Summer Playground Program (1 day pass) .....	16.00		
Electronic Sign ( personal message ) .....	15.00		
Photocopying (b&w) Volunteer & Non-Profit Groups .....	0.10		
Photocopying (clr) Volunteer & Non-Profit Groups .....	0.50		
Museum Admission - Children ( under 17 years ).....	1.25		
Museum Admission - Adult.....	3.00		
Museum Admission - Family .....	6.50		
Leisure Guide advertising - full page .....	525.00		
Leisure Guide advertising - half page.....	395.00		
Leisure Guide advertising - 1/4 page.....	225.00		

**PARKS & REC - COLLINS HALL**

Community Hall per day, Fri-Sun w/ Alcohol .....	450.00
Community Hall per day, Fri-Sun w/o Alcohol .....	350.00
Community Hall per hour (youth rate).....	30.00
Community Hall per hour (adult rate).....	36.00
Kitchen Use (minimum charge 100 ) .....	1.00 / person
Kitchen Use (canteen) .....	30.00
Ice.....	30.00
Paper Table Cover (per roll) .....	18.00
Premium Paper Table Cover (per roll) .....	35.00
Yard Sale and/or BBQ .....	15.00
Car Wash.....	15.00
Outside Facility - Chair Rental (per 10, mimium charge) .....	2.00
<i>(must arrange pick-up &amp; drop off)</i>	
Outside Facility - Table Rental (6 foot) .....	5.00
<i>(must arrange pick-up &amp; drop off)</i>	
SoCan Fee (with dancing) .....	59.17
SoCan Fee (no dancing) .....	29.56
Decorating on day before event (per hour).....	17.50
Decorating on day before event with lift (per hour) .....	35.00

**PARKS & REC – PARKS**

Sport Field Adult Sports per game.....	40.00
Sport Field Minor Sports per game.....	35.00
Sport Field Tournament Rates Weekend .....	250.00
Sport Field Tournament Rates.....	250.00
Sport Field Tournament Rates - extra field (per field).....	100.00
Camping Tent Daily .....	22.15
Camping Trailer Park Daily.....	26.55
WestviewPark - Special Event (i.e. Weddings).....	80.00
Fence Rental ( 200 ' per trailer – pick up / return ) .....	30.00 each trailer
Tent ( large size ).....	100.00 plus \$500 refundable damage deposit

<b><u>PARKS &amp; REC – POOL</u></b>	<b>Price (\$)</b>	<b>AccessCard (\$)</b>	<b>Senior (\$)</b>
Aquacise and Aquajog( single session ) .....	4.65		3.31
Aquacise / Aquajog( 10 sessions x 45 minutes ) .....	41.81	27.17	29.86
Pre-School Lessons ( 10 sessions x 30 min ) .....	65.00	42.25	
Swim Kids 1 - 5 Lessons ( 10 sessions x 30 min ) .....	65.00	42.25	
Swim Kids 6 - 10 Lessons ( 10 sessions x 60 min ) .....	70.00	44.36	(44.50)
Family Rate for Kid's Swim Lessons : first 2 children at full price; 50% off for each additional child.			
Parent ( gym during swim lessons ) ( 10 weeks ) .....	40.00		
Bronze Star.....	75.00		
Bronze Medallion.....	105.00		
Bronze Cross.....	105.00		
National Lifeguard Service ( NLS ) .....	165.00		
Assistant Water Safety Instructor .....	165.00		
Water Safety Instructor.....	165.00		
First Aid / CPR (Level C) Certification .....	90.00		
First Aid / CPR Re-Certification .....	65.00		
Private Swimming Lessons ( 10 sessions x 30 min ) .....	115.00		
Semi- Private Lessons ( 10 sessions x 30 ) .....	80.00		
Laminating per foot .....	2.00		
Pool Rental ( 1-25 people - large and small ) .....	76.65		
Pool Rental ( 26-75 people .....	96.60		
Pool rental ( 76-150 people ) .....	115.5		
Pool Rental ( 151-198 people ) .....	138.60		
with whirlpool ( 1-25 ) .....	94.50		
with whirlpool ( 26 - 75 ) .....	119.70		
with whirlpool ( 76 - 150 ) .....	147.00		
with whirlpool ( 151 - 198 ) .....	173.25		
Viewing Area .....	31.50		
School Board rental rate .....	52.50 / hour		
<i>(Includes 1 staff, \$17.50 / hour for additional staff)</i>			
ELAC rental Rate.....	55.44 / hour		
<i>(includes 1 staff, \$17.50/hour per additional staff)</i>			

**Pool**

Youth – Single .....	2.65		
Youth - 10 tickets.....	23.85	(23.89)	
Youth - 3 month pass .....	46.20		30.03
Youth - 6 month .....	73.50		47.78
Youth - 1 year pass .....	119.70		77.81
Student – Single .....	3.24	(3.32)	
Student - 10 tickets.....	29.20	(29.86)	
Student - 3 month pass .....	56.70		36.86
Student - 6 month pass .....	96.60		62.79
Student - 1 year pass .....	152.25		98.96
Adult – Single .....	3.76		2.65
Adult - 10 tickets.....	33.84		23.85
Adult - 3 month pass.....	95.55		62.11
Adult - 6 month pass.....	157.50		110.25
Adult - 1 year pass.....	267.75		174.04

**PARKS & REC – POOL**

**Price (\$)**

**AccessCard (\$) Senior (\$)**

Family – Single .....	8.63	
Family - 10 tickets.....	77.67 (77.66)	
Family - 3 months .....	136.50	88.73
Family - 6 months .....	225.75	146.74
Family - 1 year pass .....	367.50	238.88

**Pool & Fitness**

Youth - Single .....	5.31	
Youth - 3 month pass .....	90.30	
Youth - 6 month .....	152.25	
Youth - 1 year pass .....	243.60	
Student - Single .....	5.75	
Student - 3 month pass .....	117.60	
Student - 6 month pass .....	204.75	
Student - 1 year pass .....	305.55	
Adult - Single .....	7.08	4.96
Adult - 3 month pass.....	197.40	138.18
Adult - 6 month pass.....	339.15	237.41
Adult - 1 year pass.....	546.00	382.20
Family - Single.....	14.87	
Family - 3 months .....	265.65	
Family - 6 months .....	451.50	
Family - 1 year pass .....	724.50	

**Fitness**

Youth - Single .....	3.98	
Youth - 3 month pass .....	73.50	
Youth - 6 month .....	126.00	
Youth - 1 year pass .....	204.75	
Student - Single .....	4.65	
Student - 10 tickets.....	41.86 (41.81)	
Student - 3 month pass .....	98.70	
Student - 6 month pass .....	170.10	
Student - 1 year pass .....	249.90	
Adult - Single .....	5.53	3.89
Adult - 10 tickets.....	49.77	35.01 (35.04)
Adult - 3 month pass.....	162.75	113.93
Adult - 6 month pass.....	280.35	196.25
Adult - 1 year pass.....	446.25	312.38
Family - Single.....	11.38	
Family - 3 months .....	225.75	
Family - 6 months .....	388.50	
Family - 1 year pass .....	593.25	

**CENTENNIAL ARENA**

**Price (\$)**

**Senior (\$)**

**Ice and Floor Rates**

Minor Sport Rate ( Non-Prime time ) .....	55.65	
Minor Sport Rate ( Prime Time Mon-Fri- 5pm-12 am ) .....	87.15	
Special Event Rate ( tournaments ) .....	89.25	
Adult Rate ( Non-prime time ) .....	87.15	
Adult Rate ( Prime Time Mon-Fri 5 p.m.-12a.m.).....	126.00	
Out of Town rentals ( youth or adult ) .....	126.00	
Schools Boards .....	55.65	
Shinny Hockey Adult Daily Fee .....	6.20	
Shinny Hockey – 10 Tickets .....	56.44	55.75
Summer Floor Rate – Youth.....	55.80	
Summer Floor Rate - Adult.....	54.60	
Arena Floor – Weekend Events (Fri-Sun).....	1,500.00	
Arena Floor – Alcohol Event.....	1,000.00	
Arena Floor – Non-Alcohol Events .....	Hourly Floor Rate plus set-up and clean-up	

**Advertising**

Rink Board ( first time new sign – 1 year ) .....	450.00
Renewal of existing board ( 1 year ) .....	200.00
Renewal of existing board ( 3 years ) .....	500.00
Olympia Ice Resurfacers( 3 year contract ) .....	725.00 season
ArenaWallSpace ( 2' x 4' ) .....	50.00
ArenaWall Space ( 4' x 4' ) .....	80.00
ArenaWall Space ( 4'x8' ) .....	125.00

**Public Skating**

Youth - Single .....	2.65	
Youth - 10 tickets.....	23.85	23.89
Youth - 1 season membership.....	84.00	
Student - Single .....	3.24	3.32
Student – 10 tickets .....	29.20	29.86
Student - 1 season membership.....	94.50	
Adult - Single .....	3.76	2.65
Adult - 10 tickets .....	33.84	23.85
Adult - 1 season membership .....	115.50	80.85
Family - Single.....	8.60	8.63
Family - 10 tickets .....	77.40	77.66
Family - 1 season membership.....	136.50	

**PARKS & REC - CIVIC CENTRE**

**Price (\$)**

**Theatre**

Theatre Auditorium (Local) .....	640.00
2 day booking - for second show .....	320.00
Out of Town <b>External Bookings</b> .....	755.00
Presentations / Seminars / Conferences (3 hours) .....	375.00
Presentations / Seminars – Full Day .....	495.00
<b>Rehearsals/Non Profit Theatre Groups ONLY</b> .....	N/C ... <b><u>Max of 3 rehearsals ONLY.</u></b>
<b>Thereafter the \$40.80 p/rehearsal rate will apply.</b>	
Rehearsals (3 hours min. each additional hour X \$13.60) .....	40.80
School Rentals .....	53.00 .....
Electrician & Permit (if direct hook-up is required) .....	Going Rate

**Sound / Lighting Honorariums& Seat Removals**

Rehearsals / Sound checks (2 technicians) .....	60.00
Rehearsals / Sound checks (out of town <b>External Bookings</b> ) x 2 .....	70.00
Shows (2 Technicians) .....	110.00
Shows (out of town <b>External Bookings</b> ) 2 Technicians .....	140.00
Seating per row (removal and installation) .....	110.00
<b>Large Stage Extension (removal and installation) .....</b>	<b>270.00</b>
<b>Small Stage Extension (removal and installation) .....</b>	<b>155.00</b>
<b>Seating per row (removal installation) .....</b>	<b>110.00</b>

**Room / Equipment Rentals**

Piano Rental .....	<b>165.00</b>
Theatre lobby, courtyard or parking lot .....	110.00
Welcome Centre Lobby .....	75.00
Main Floor Meeting Room (per day fee) .....	150.00
Main Floor Meeting Room (3 hr. min, ea add. Hr \$13.60) .....	40.80
Main Floor Meeting Room / Schools (3 hr. min, ea add. hr \$8.50) .....	25.00
3 <sup>rd</sup> Floor Boardroom (3 hr. min, ea. add. hr \$13.60) .....	40.80
Vacant office space (3 hour minimum) .....	40.80
Dressing Rooms (2-3 hour meetings) .....	20.00

**Advertising**

Sign Advertising Electronic (out of town **External Bookings**) / week 54.00

**Exhibitions**

**Grid Wall Panel Rentals:**

Daily .....	10.00 .....	8 panels
.....	15.00 .....	16 panels
Weekly .....	20.00 .....	8 panels
.....	25.00 .....	16 panels
Monthly .....	50.00 .....	8 panels
.....	65.00 .....	16 panels

**Leases**

Regular Rate / square foot ..... 14.87  
Non-Profit Arts / culture groups / unit..... 156.00

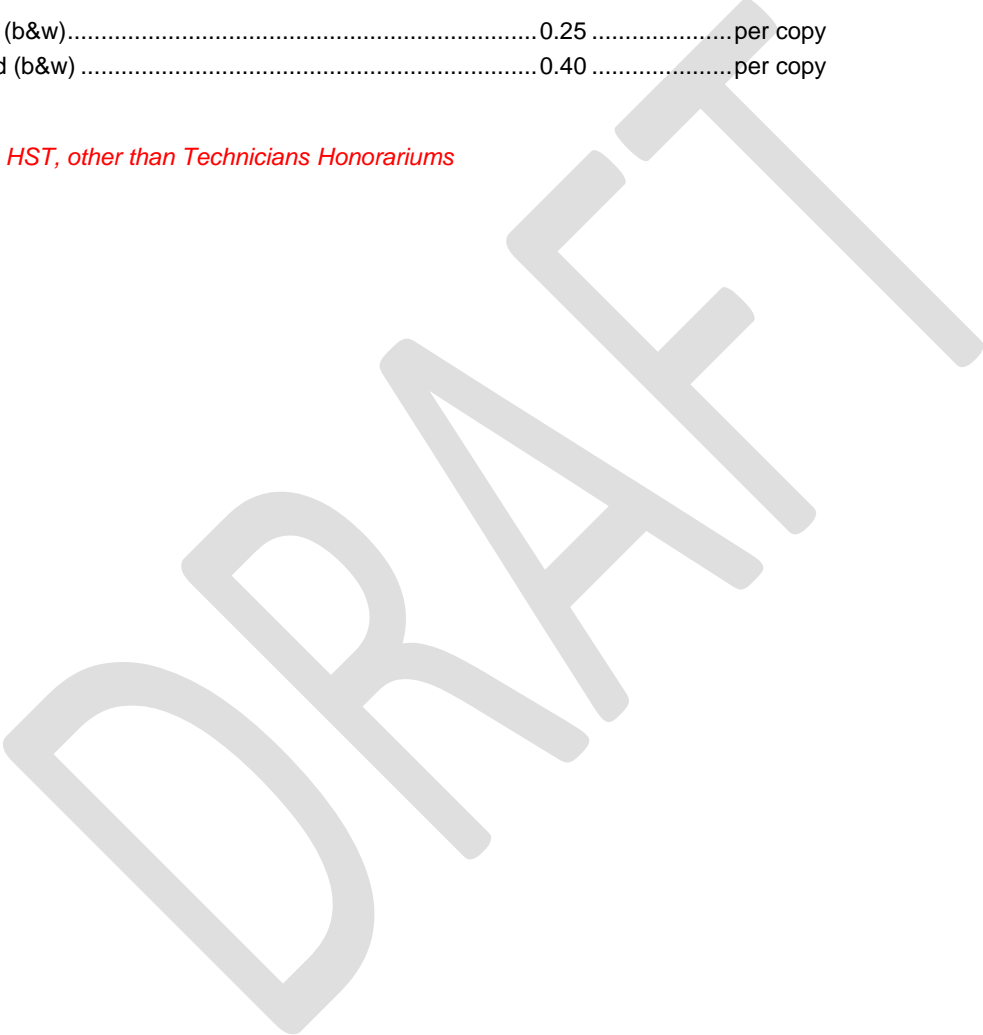
**Front of Building Signage Rental**

Front Building Signage Rental .....50.00 ..... annually

**Photocopies**

Single sided (b&w).....0.25 .....per copy  
Double sided (b&w) .....0.40 .....per copy

*\*All fees are plus HST, other than Technicians Honorariums*



**ANIMAL CONTROL**

**Tags**

Regular Dog .....	\$ 80.00
Regular Dog tag BEFORE deadline .....	\$ 40.00
Spayed/Neutered Dog .....	\$ 35.00
Spayed/Neutered Dog tag BEFORE deadline .....	\$ 20.00
Regular Cat .....	\$ 60.00
Regular Cat BEFORE deadline .....	\$ 30.00
Spayed/neutered Cat.....	\$ 25.00
Spayed/neutered Cat BEFORE deadline .....	\$ 15.00
Transfer of License.....	\$ 5.00

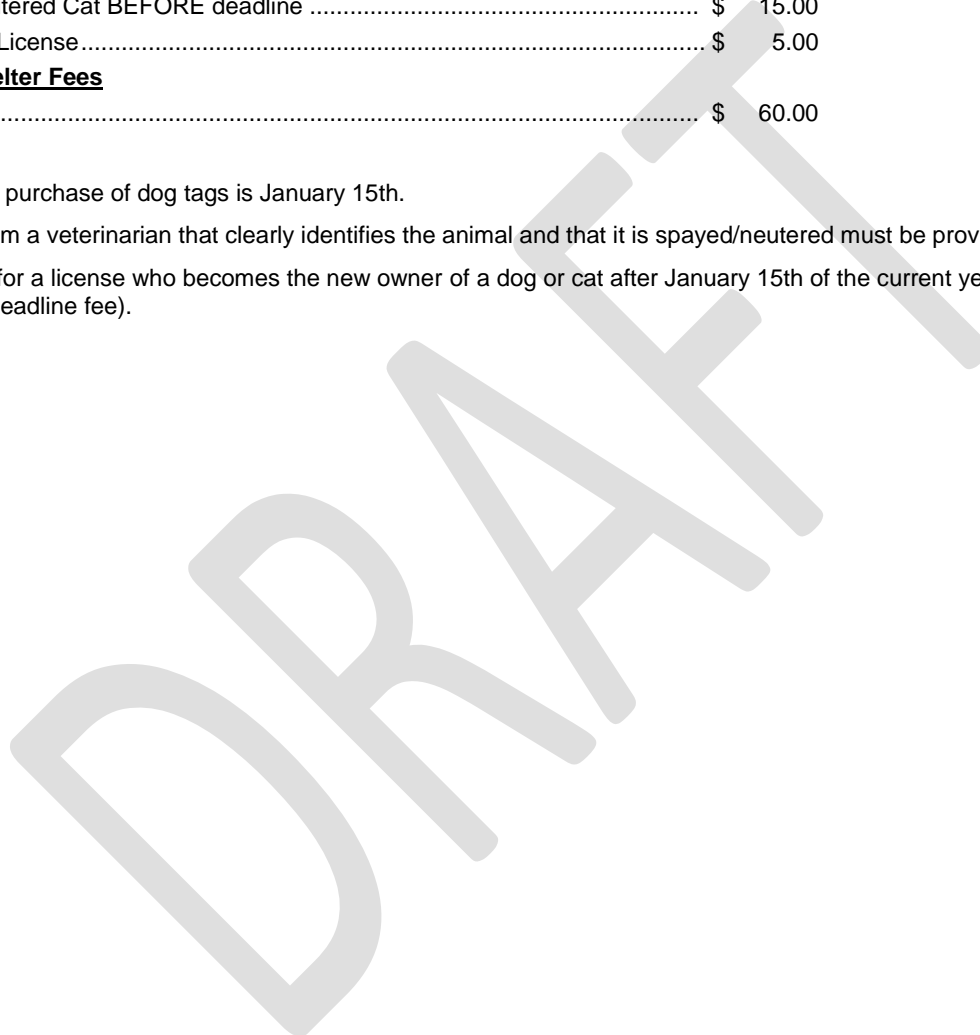
**Animal Shelter Fees**

Loose pet.....	\$ 60.00
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The deadline for purchase of dog tags is January 15th.

A letter or bill from a veterinarian that clearly identifies the animal and that it is spayed/neutered must be provided to get the lower rate.

Every applicant for a license who becomes the new owner of a dog or cat after January 15th of the current year, shall pay the Regular Fee (BEFORE deadline fee).





<b><u>TRANSIT</u></b>	<b>Price (\$)</b>	<b>AccessCard (\$)</b>	<b>Senior (\$)</b>
Cash Fare – Tax Included .....	2.50	2.25	2.25
Cash Fare - Student - Tax Included .....	2.25		
Tickets - (book of 12).....	24.00		
MonthlyPass - Adult.....	62.00	40.00	52.00
MonthlyPass – Student .....	52.00	40.00	
Specialized Transit (Handi-Transit) .....	2.25		

DRAFT

**FIRE DEPARTMENT**

Air Bottle Refills .....	\$ 7.00
Ann. Business Fire Prev. Inspection 2nd re-inspection .....	\$ 75.00
Ann. Business Fire Prev. Inspection 3rd re-inspection .....	\$ 150.00
Ann. Business Fire Prev. Inspection 4th re-inspection .....	\$ 300.00
Call Answer .....	\$ 125.00
Elevator rescue.....	\$ 125.00
False Alarm/Failure to Notify .....	\$ 500.00
Fire Extinguisher Training.....	\$ 10.00
Fire Reports.....	\$ 75.00
File Search .....	\$ 75.00
Inspections (Private & Commercial) .....	\$ 75.00

**Explanations**

Air Bottle Refills: per bottle

Call Answer: per year for each direct emergency telephone monitored.

Elevator Rescue: per response regardless of whether or not the person(s) are out upon arrival of fire department.

False Alarms General: \$Cost to a maximum of \$500. After two false alarms caused by controllable factors within a three month period, the cost of the response to be charged back to the owner. Owner as defined by the Fire Code.

False Alarms Caused by Contractors: \$Cost to a maximum of \$500. The cost of the response will be charged back to the contractor at the discretion of the Fire Chief.

Fire Extinguisher Training: \$10 per person. Students are not charged.

Fire Reports: As requested by business professional; private citizens are not charged if the report is for their property.

All requests must be provided in writing.

File Search: As requested by business professional; lawyers in real estate closing, etc. All requests must be provided in writing.

Inspections: As requested by business professionals; lawyers in real estate closing, etc. All requests must be provided in writing along with written permission from the owner. No charge for private homeowners.

**GENERAL FEES**

Duplicate Tax Receipt .....	\$ 21.00
Duplicate Water Receipt.....	\$ 10.50
Late Interest Charges per month .....	1.25%
NSF fee .....	\$ 40.00
Tax Certificate .....	\$ 65.00
Water Certificate.....	\$ 15.00
Commissioners Signature .....	See Schedule "F"
Copies & Faxes .....	See Schedule "F"

DRAFT

**CLERKS DEPARTMENT**

**REPRODUCTION / PHOTOCOPYING FEES**

Photocopying for the first 10 pages of a document (per page) .....	\$ .75
And for subsequent pages of the same document (per page) .....	\$ .25
Photocopying on 11X17 paper (per page) .....	\$ 1.00
Photocopying of public records from the meetings of Council for the use of local media representatives.. .....	No charge
Facsimile – transmitted (per page) .....	\$ 2.00
Facsimile – received (per page) .....	\$ 1.00
Computer text/graphics for the first 10 pages of a document (per page) .....	\$ .75
And for subsequent pages of the same document (per page) .....	\$ .25
Colour photocopies or computer text/graphics (per page) .....	\$ 1.15
Zoning By-law .....	\$ 31.50
Official Plan .....	\$ 55.00

**Other Fees**

Affidavit/Commissioning (one page document) .....	\$ 5.30
Affidavit/Commissioning (multiple page document) .....	\$ 10.65
Certified true copy .....	\$ 5.30
Marriage License .....	\$ 130.00
Issue Burial Permit .....	\$ 20.00

**Meeting Room Rentals**

Outside organizations - full day .....	\$ 100.00
Outside organizations - half day or evening .....	\$ 50.00
Non-profit Community Groups - full day .....	\$ 20.00
Non-profit Community Groups - half day or evening.....	\$ 10.00
Government - full day .....	\$ 50.00
Government - half day or evening .....	\$ 25.00
Municipal Purposes .....	n/a

Priority given to booking for Municipal purposes. Other bookings will not be accepted until one week before the proposed meeting date and provided other facilities are either unavailable or unsuitable. Other bookings will not be accepted if two other rooms are reserved simultaneously.

Evening meetings will not be scheduled unless it is attended by municipal staff or Council member who is a member of the organization or committee and their attendance is required as part of their normal responsibilities.

**PLANNING RELATED MATTERS**

**Type of Application**

Zoning By-law Amendment .....	\$ 745.00
Official Plan Amendment.....	\$ 745.00
Plan of Subdivision .....	\$ 1,065.00
Zoning By-law and Official Plan Amendment .....	\$ 1,065.00
Zoning By-Law Amendment and Plan of Subdivision .....	\$ 1,065.00
Official Plan Amendment and Plan of Subdivision.....	\$ 1,065.00
Site Plan Approval Application.....	\$ 165.00
Site Plan Control agreement.....letter(s) of credit +	\$ 1.00
Committee of Adjustment (applications for consent or minor variance).....	\$ 355.00
Removal of Part lot Control.....	\$ 320.00
Validation Certificate.....	\$ 320.00
Encroachment Agreement.....	\$ 320.00
Property compliance letter .....	\$ 80.00
Site plan Compliance letter.....	\$ 80.00
Zoning Compliance letter.....	\$ 30.00
Any other planning application not specified above.....	\$ 110.00

**Note**

If any of the applications involve a hearing before the Ontario Municipal Board and the Applicant's interest is adverse to that of the City, an additional fee will be required to process the matter and forward material to the OMB. The City will not take any position if the fee is not paid. The amount to be determined by Council based on the anticipated costs of the municipality (\$7,000).

**LANDFILL TIPPING FEES**

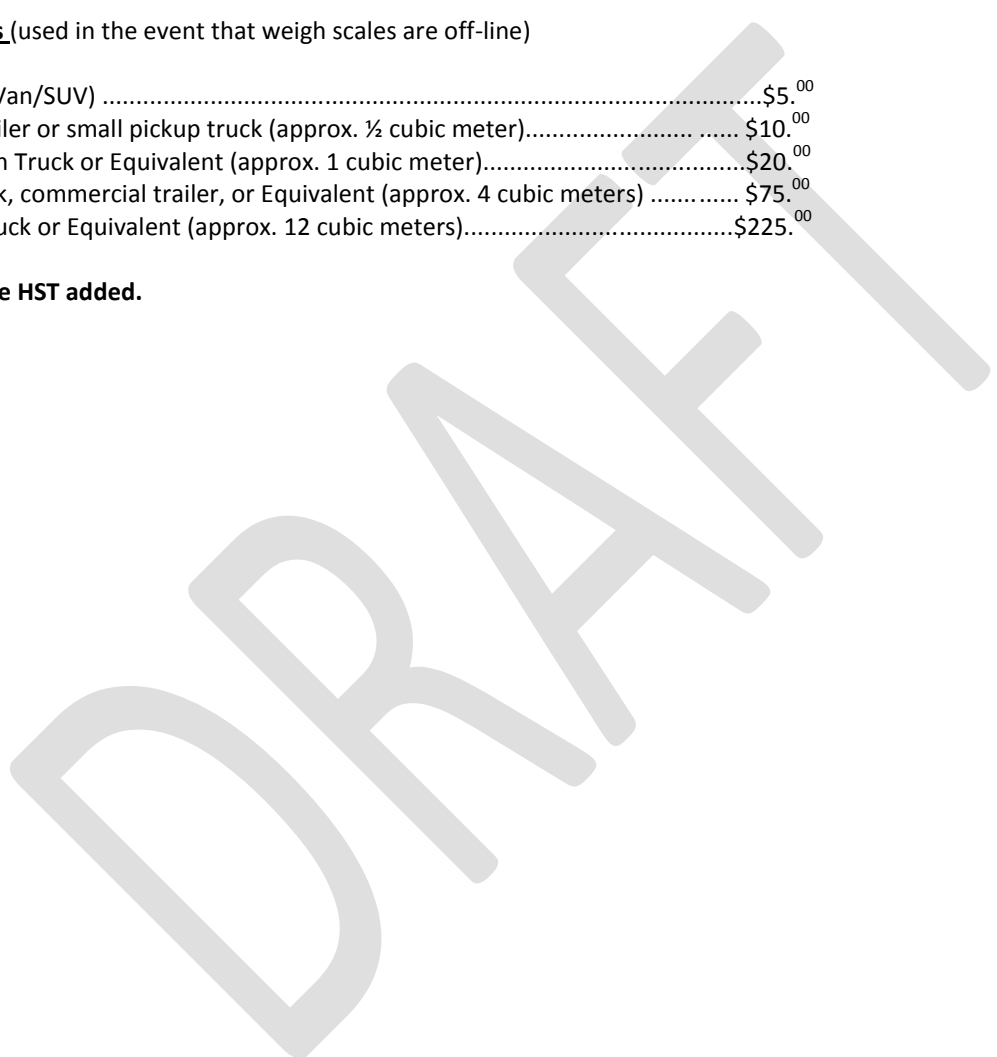
Household, Construction, and Demolition and Bulk Materials will be charged@..... \$60.<sup>00</sup> per tonne plus HST.  
Minimum fee .....\$5.<sup>00</sup>plus HST  
Contaminated cover material (site remediation material)..... \$225.<sup>00</sup> plus HST per load  
Appliances (Freon units must be drained and tagged)..... no charge  
Scrap metal (sorted) .....no charge  
Grass clippings and light yard trimmings (**not** including tree branches, trees, or roots)..... no charge

Residential Household waste will be accepted at no charge with a **three garbage bag limit** per visit.

**Volumetric Fees** (used in the event that weigh scales are off-line)

Minimum (Car/Van/SUV) .....\$5.<sup>00</sup>  
Small Utility Trailer or small pickup truck (approx. ½ cubic meter)..... \$10.<sup>00</sup>  
Full Size Half Ton Truck or Equivalent (approx. 1 cubic meter).....\$20.<sup>00</sup>  
Single Axle Truck, commercial trailer, or Equivalent (approx. 4 cubic meters) ..... \$75.<sup>00</sup>  
Tandem Axle Truck or Equivalent (approx. 12 cubic meters).....\$225.<sup>00</sup>

**All fees will have HST added.**



## Public Services Committee



March 18<sup>th</sup>, 2015

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

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

Your Worship and Members of Council:

**RE: MNR FIRE CREW PREPOSITIONING AGREEMENT**

At the regular meeting of the Public Services Committee held Monday, March 16<sup>th</sup>, 2015, the following resolution was passed:

**RESOLUTION No. 12-15**

**THAT** Staff Report OPS 2015-06 dated March 6<sup>th</sup>, 2015 of the Director of Operations be received;

**AND THAT THE** municipality enter into an agreement with the Ministry of Natural Resources for the pre-positioning of fire crews, aircraft personnel and equipment for the 2015 fire season.

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

Yours truly,

Sean McGhee  
Recording Secretary



The Corporation of the City of Elliot Lake  
**Staff Report OPS 2015-06**  
 Report of the **Director of Operations**  
 for the Consideration of Council  
**RE: Agreement Between the Corporation of the City of Elliot Lake and the  
 Ministry of Natural Resources**

**OBJECTIVE**

To provide Mayor and Council with information regarding a request from the Ministry of Natural Resources to utilize the Municipal Airport as a base from which to launch firefighting crews to combat forest fire activity in the area for the 2015 fire season. This initiative will provide value in municipal service through the potential for revenue generation through fuel sales and site rental.


**RECOMMENDATION**

**THAT** Staff Report OPS 2015-06 dated March 6<sup>th</sup>, 2015 of the Director of Operations be received;

**AND THAT THE** municipality enter into an agreement with the Ministry of Natural Resources for the pre-positioning of fire crews, aircraft personnel and equipment for the 2015 fire season.

Respectfully Submitted

Approved

  
 \_\_\_\_\_  
 Sean McGhee  
 Director of Operations

  
 \_\_\_\_\_  
 Rob deBortoli  
 Chief Administrative Officer

March 6, 2015



## **BACKGROUND**

This is a renewal of the agreement from 2014. This agreement remains consistent with the agreement utilized in 2014, with the exception of a minor change in hourly rate to reflect the wage adjustments pursuant to the new CUPE collective agreement and the revised dates of the 2015 Elliot Lake Drag Races.

## **ANALYSIS**

Please refer to the attached document for the details of the agreement.

## **FINANCIAL IMPACT**

The presence of the MNR at the airport contributes to revenue generation as a result of rental fees and fuel sales. Revenue is dependent upon seasonal conditions as related to the fire hazard in the surrounding area.

In total, the Municipality realized a total of \$18,466.<sup>89</sup> in revenue generated from MNR activity at the airport in 2014. This was a combination of fuel sales, landing fees, overtime charges and property rentals which are all included in the agreement.

## **LINKS TO STRATEGIC PLAN**

Not Applicable.

## **SUMMARY**

It is recommended that the City of Elliot Lake enter into an agreement with the Ministry of Natural Resources as described in the report.

**Ministry of Natural Resources**

Aviation, Forest Fire and  
Emergency Services

Chapleau Fire Management  
Headquarters  
190 Cherry Street  
Chapleau, ON P0M 1K0  
Tel: 705-864-1710  
Fax: 705-864-1376

**Ministère des Richesses naturelles**

Services d'urgences, d'aviation et de  
lutte contre les feux de forêt

Quartier général de la lutte  
contre les incendies - Chapleau  
190 chemin Cherry  
Chapleau, ON P0M 1K0  
Tel: 705-864-1710  
Fax: 705-864-1376



Date: March 02, 2015

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

Attention: Rob deBortoli

**SUBJECT: Municipal Airport Aviation Fuel and Facility**

**Dear: Rob**

The Ministry of Natural Resources has and continues to rely on the services and facilities of your Municipality to ensure that we succeed in protecting the citizens and resources of the province. Over the past years the Ministry has worked in partnership with your Municipality to develop terms of reference to ensure both parties understand the expectation and processes involved in working together. Please find the following attachments that make up the terms of reference for the utilization and services of the airport facility

- Temporary Space Arrangements
- Defined Terms and Established Airport Rates
- Invoice Requirements
- Listing of Ministry of Natural Resources Owned Aircraft

The Ministry of Natural Resources AFFES also wants to confirm our authorization of all contract aircraft to fuel on account providing they indicate to the fuel dispenser the unique Hire Number, aircraft registration number, company name and address at time of fuelling. All aircraft On Hire by the Ministry of Natural Resources AFFES program are issued a unique identifier called a Hire Number.

We look forward to working with you for another fire season. If you have any questions, please do not hesitate to contact myself at (705) 864-3126.

Yours truly,

Wes Woods Fire Management Supervisor

## Attachments

## **Defined Terms and Established Airport Rates**

“**AFFM**” means Aviation and Forest Fire Management.

“**Bird Dog**” is defined as the aircraft that carries the person who directs firebombing on a fire.

“**Detection Aircraft**” Is the aircraft utilized for the act of discovering, locating and reporting wildfires.

“**Extended Fuelling Service Rate**” For this agreement an Extended Fuelling Service Rate is defined as an hourly rate to be charge for any hour that exceeds the “Callout”, “8 Hour Minimum Rate” or “Normal Operating Period” and is all inclusive of any callouts, or additional service charges and may result in the fuelling of one or more aircraft.

“**Callout**” For this agreement a “Callout” is defined as a 2 hour period when the supplier is required to be called back on site and available to dispense fuel to any or all Ministry of Natural Resources AFFM owned and contract aircraft who are working for the Ministry of Natural Resources AFFM program in the support of fire suppression. The expectation is for personnel to dispense fuel within a ½ hour of notification. The 2 hour period begins when the supplier has arrived back at the airport facility and can dispense fuel. This fee is an all inclusive rate for any single callout fee, or additional service charges and may result in the fuelling of one or more aircraft.

“**Hire number**” a Hire Number is defined as a unique 3 digit number that is provided by the MNR to any aircraft that is “On Hire” to provide aircraft services to the MNR.

“**Landing Fees**” For this agreement Landing Fees are defined as a set fee to land and take off from the designated airport.

“**Long Term Aircraft**” is defined as aircraft hired by the Ministry for a defined period, usually the fire season. Many of the bird dogs, detection aircraft and assigned helicopters are considered long term hires.

“**MNR**” means the Ministry of Natural Resources

“**Normal Operating Period**” For this agreement the Normal Operating Period is set by the municipal airport and is identified as the hours that the airport fuelling facility is normally open to the general public. The Extended Fuelling Services Rate may be charged for periods that the airport fuelling facility is normally not open to the general public and is required to be available by the Ministry of Natural Resources.

“**Normal Operating Day**”

the normal operating day makes up part of the normal operating period and is established by the municipality as the hours that the airport fuelling facility is normally open to the general public

“**On Hire**” means any aircraft under contract to the MNR fire program.

**“Posted Price”** means the price that all citizens are entitled too for aviation or jet A fuel identified on the municipality aviation fuel pump for that specific time period. It is understood that the price may fluctuate based on market price.

**“Short Term Aircraft”** is defined as aircraft hired by the Ministry for a short durations of time, during periods of escalated fire activity.

**“Statutory Holiday”** for this agreement a Statutory Holiday is defined as any one of the five days during the hire season as indicated: Victoria Day, Canada Day, Civic Holiday, Labour Day and Thanksgiving Day.

### Temporary Space Arrangements

1. The MNR hereby agrees to rent the Elliot Lake Airport Terminal building and a portion of the maintenance garage on a non-exclusive basis in order that the public can continue to utilize the Elliot Lake Airport Terminal building as well as municipal staff. The City can continue to utilize the garage during the MNR's usage of the said premises.
2. The use of the Elliot Lake Airport Terminal building shall include use of the public sitting area, washroom facilities, access to the telephone, and fax machine/computer port. Should the MNR require the use of the terminal building beyond the hours of normal operation as referred to in section (8), the MNR agrees to pay **\$57.<sup>00</sup>/hour** for each hour the facility is required over/above the normal operating hours.
3. The use of the maintenance garage shall be limited to an area large enough for the storage of 3-4 pallets of equipment (size comparable to a standard single car garage).
4. The terminal building and garage shall be left in the same clean condition and state of repair as when the MNR commenced use of such buildings, normal wear and tear excepted.
5. The MNR shall provide to the City as much advance notice as possible when the MNR has determined that they require the use of said terminal building and garage.
6. The cost for the MNR's use of the said premises by fire management staff in the Terminal building including incidentals such as cleaning supplies, photo copy paper, and toilet paper shall be \$180.00 per weekday (excluding statutory holidays) and \$220 on Saturday, Sunday or statutory holiday or portion thereof of days listed, and the MNR hereby undertakes and guarantees to pay for a minimum of five days of use per year with such minimum five day use being billed by the City to the MNR and paid for by the MNR by the 20<sup>th</sup> of June in each year

7. The City shall bill to the MNR at the end of each month for any Terminal building usage, as well as any long distance telephone calls or faxes sent by MNR Aviation & Fire Management staff. The City will include a copy of the sign-in ledger as part of the monthly invoice. The City agrees that the garage will be supplied free of charge for the storage of forest firefighting equipment for the fire season (April 1 to October 31) or part thereof in any given year and that the City agrees to allow MNR to build a outdoor vented storage bin for gasoline and propane.

Upon the MNR entering the premises the MNR agrees to sign the ledger at the Elliot Lake Airport Terminal building on a daily basis verifying the days and parts thereof they had occupied the premises.

All invoices for utilization of facilities will be submitted to the following address:

Ministry Of Natural Resources  
 Chapleau Forest Fire Management Headquarters  
 P.O box 758  
 190 Cherry Street  
 Chapleau, Ontario  
 P0M 1K0  
 Attention Fire Management Clerk

### **Defined Terms and Established Airport Rates**

8. It is recognized that the hours of operation at the Elliot Lake Airport are 06:50 to 18:50 Monday to Friday. The airport is closed weekends and statutory holidays. The City of Elliot Lake will alter the hours of operation when the MNR requires the use of the facility to include Saturday and Sunday and provide personnel from 09:00 to 17:00. Should the MNR require the use of the facility on a recognized paid holiday the MNR agrees to compensate the City of Elliot Lake at 100% of the premium hourly rate applicable pursuant to the collective agreement, which is understood to be over and above the daily rental fee.
9. Fuel will be available for purchase at the same rate charged to all other consumers. Fuel receipts will be generated by the airport staff that will indicate the amount of fuel dispensed, cost per litre and a total price for audit purposes. Fuel is available from 06:50 to 18:50 hours weekdays. Fuel is available on an on call basis at all other times unless the MNR has an established presence at the airport, in which case fuel will be available at all times the MNR is at the airport.
10. Should the MNR require fuel after the hours listed above, the MNR will call personnel designated to respond to such fuel call-outs and the City agrees to include the call-out rate pursuant to the Collective Agreement between the City of Elliot Lake and CUPE Local 170 on the fuel bill. The City agrees that call outs will only be charged after airport staff has left for the day.
11. The parties acknowledge that there is currently available at the Airport, storage of up to 44,000 liters of turbo fuel and 18,400 liters of 100 low lead.

Fuel to be dispensed from the new high-pressure system or fuel truck whichever is more practicable.

12. The parties agree that there is currently no alternative means of pumping fuel from the storage tanks during a power failure. If the City is successful in acquiring a fuel truck, fuel stored in the truck will be available during a power interruption. The City is investigating means to make fuel available during a power interruption and will keep the MNR informed as to any developments.

## CLOSURE

13. The Ministry recognizes that the airport will be closed to all air traffic from 1200 **Thursday July 16, 2015** to 12:00 **Monday July 20, 2015** inclusive.

## **Invoice Requirements**

### **Detail Requirements on Fuel Slips**

Fuel/meter slips provided to pilots from the Fuel Handler(s) must include the following detailed information:

- MNR Hire Number
- MNR Fire ID Number
- Aircraft Registration Number
- Date and time

Invoices for aviation fuel are to be accompanied by the meter slips and must include the following information:

- If Non MNR owned aircraft a unique 3 digit Hire Number
- Meter ticket #
- Date of Meter ticket
- Aircraft registration #
- Total cost less GST
- Invoice with an Unique #
- Invoice date
- Company name and address

### **Invoicing for Aviation Fuel for MNR Owned Aircraft**

All Fuel invoices for **MNR Owned Aircraft** will be sent to the following address:

Ministry of Natural Resources  
SSM Hanger  
RR#1 Box 2  
475 Airport Road

Sault Ste Marie, Ontario  
P6A 5K6

Attention: Aviation Fuel and Facilities Officer

**Invoicing for all other aviation fuel and aviation fees**

All invoices for, callout, landing fees, after normal hour's fees and fuel for aircraft **On Hire**: both **Long Term Aircraft** and **Short Term Aircraft** will be sent to the following address:

MNR – AFFES  
6150 Skyline Road  
Postal Bag 500  
Garson, ON  
P3L 1W3

Attention: North East Fire Region Fire Business Support Clerk Julie N Chenette  
Taylor



### Listing of Ministry of Natural Resources Owned Aircraft

MNR YellowBirds				
Registration	ID	Type	Base	Serial Number
C-FATR	H-15	EC130	Sudbury	3759
C-FMNR	H-03	EC130	Thunder Bay	4391
C-FONA	H-09	EC130		4945
C-FONM	H-01	EC130	Dryden	4566
C-GONB	H-11	EC130	Sudbury	4885
C-GONC	H-19	EC130	Muskoka	4702
C-GONT	H-07	EC130	Timmins	4423
C-GOGB	T847	Twin Otter	Sudbury	
C-GOGL		AS 350B2		2738
C-FOPG		Twin Otter	Timmins	
C-FOPI	T844	Twin Otter		
C-FOPJ	T845	Twin Otter		
C-GOGA	T846	Twin Otter	Sudbury	
C-COGC	T-848	Twin Otter	Timmins	
C-FOER		Turbo Beaver		
C-FOEU		Turbo Beaver	Sudbury	
C-FOPA		Turbo Beaver		
C-FOEH		Turbo Beaver	Muskoka	
C-FOEW		Turbo Beaver		
C-GOGD	T270	CL415		
C-GOGE	T271	CL415		
C-GOGF	T272	CL415		
C-GOGG	T273	CL415		
C-GOGH	T274	CL415		
C-GOGW	T275	CL415		
C-GOGX	T276	CL415		
C-GOGY	T277	CL415		
C-GOGZ	T278	CL415		
C-GOIC		King Air 350		
C-GOGS		King Air 350		

**Office of the CAO**

# Memo

**To:** Mayor & Members of Council  
**From:** Rob deBortoli, CAO  
**CC:**  
**Date:** March 18, 2015  
**Re:** OMFRA Agreement Re: New Library

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Your Worship and Members of Council,

In 2013 the municipality entered into an agreement with OMAFRA in order to secure \$300,000 in funding to be utilized to cover costs associated with the construction of the new library. At the time it was anticipated that construction would have been completed by the end of 2014. The amending agreement attached advances the end of financial assistance date to July 31, 2016. A by-law of Council is required in support of the amendment.

The following submitted for your information and subsequent action.

Yours Truly



Rob deBortoli  
Chief Administrative Officer

**AMENDING AGREEMENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,  
as represented by the Minister of Agriculture, Food and Rural Affairs**

**("Ontario")**

**- and -**

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

**(the "Recipient")**

**WHEREAS** the Parties wish to vary, amend or revoke certain provisions of the Agreement between the Parties effective March 28, 2013 ("the **Agreement**") as set forth in this amending agreement ("**Amending Agreement**");

**NOW THEREFORE**, pursuant to section 23.11 of the Agreement and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree to vary, amend or revoke certain provisions of the Agreement as follows:

- 1. **Schedule "B" – Part B.2** is set aside and replaced with the following:

**Part B.2 – End of Financial Assistance Date:**

The End of Financial Assistance Date for this Project shall be July 31, 2016.

The Parties further agree that:

Any capitalized term used in this Amending Agreement but not defined herein shall have the same meaning given to it in the Agreement;

The above amendments shall come into effect on the day that Ontario signs this Amending Agreement;

The Agreement continues as a valid and binding agreement, subject only to this Amending Agreement, and that all other terms and conditions of the Agreement apply *mutatis mutandis*; and

This Amending Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

[Rest of This Page Intentionally Left Blank]

**IN WITNESS WHEREOF** Ontario and the Recipient have respectively executed this Amending Agreement as of the dates indicated below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Agriculture, Food and Rural Affairs  
by:

_____	_____
Name: George Borovilos	Date
Title: Assistant Deputy Minister (A), Economic Development Division	

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**  
**BY:**

_____	_____
Name:	Date
Title: Mayor	

by:

_____	_____
Name:	Date
Title: City Clerk	

I/we have authority to bind the Recipient.



Recreation & Culture Standing Committee

March 18, 2015

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

**RE: CONTRACT FOR SERVICE DELIVERY WITH THE ELLIOT LAKE AND DISTRICT CHAMBER OF COMMERCE**

Dear Mayor and Members of Council:

We wish to advise that at the special meeting of the Recreation & Culture Standing Committee held Tuesday, March 17, 2015, the Committee recommended the following resolution:

**RESOLUTION 07/15**

*“That Staff Report CAO 2015-02, Contract for Service Delivery with the Elliot Lake and District Chamber of Commerce, dated March 12, 2015 of the Chief Administrative Officer be received;  
And that the enclosed contract with the Elliot Lake District Chamber of Commerce for managing the Welcome Centre and other services be approved and executed.”*

Yours truly,

Jocelyne Labreche,  
Secretary.



The Corporation of the City of Elliot Lake

**Staff Report CAO 2015-02**

Report of the **Chief Administrative Officer**  
for the Consideration of Council

**RE: CONTRACT FOR SERVICE DELIVERY WITH THE  
ELLIOT LAKE AND DISTRICT CHAMBER OF COMMERCE**

**OBJECTIVE**

To provide Mayor & Council with information regarding a contract for service delivery, in the form of an agreement between the City of Elliot Lake and the Elliot Lake and District Chamber of Commerce.

**RECOMMENDATION**

**THAT** Staff Report CAO 2015-02, Contract for Service Delivery with the Elliot Lake and District Chamber of Commerce, dated March 12, 2015 of the Chief Administrative Officer be received;

**AND THAT** the enclosed contract with the Elliot Lake and District Chamber of Commerce for managing the Welcome Centre and other services be approved and executed.

Respectfully Submitted

---

Rob deBortoli  
Chief Administrative Officer

March 12, 2015

## **BACKGROUND**

In 2014 the Elliot Lake and District Chamber of Commerce made it known to the City of Elliot Lake and community partners that it was facing financial pressures and as a result would be forced to either deliver its service through a volunteer operation or close its doors. The Council of the day along with the Chamber and community partners felt that a Chamber presence is required in our community and that the business community would be best served by an active Chamber of Commerce. (The reference to active implies a staffed office)

City Council acknowledged their support for the Chamber by upgrading their 2014 membership and provided direction to staff to investigate ways to assist the Chamber moving forward into 2015 and subsequent years. The City of Elliot Lake and the Elliot Lake and District Chamber of Commerce did work together in the past whereby the Chamber delivered services to the City through the staffing and operation of the Welcome Centre. The past agreement was structured with the same intent, to provide the Chamber with a revenue stream and financial stability otherwise difficult to obtain through their current operations.

## **ANALYSIS**

The contract in the Bylaw section of the Council agenda represents the outsourcing of some services currently managed by city staff that fit strategically within the Chamber of Commerce mandate and can be adequately provided by the Chamber of Commerce (please refer to the attached agreement).

## **FINANCIAL IMPACT**

In exchange for a fee of \$40,400 / year for 3 years, the Chamber of Commerce will deliver the services laid out in the contract and pay for most related expenses with delivering those services. The contracted services commence on April 1, 2015. Some cost will be maintained by the city (please refer to the attached agreement).

## **LINKS TO STRATEGIC PLAN**

Goal #1 – To create an environment that attracts new business and retains and supports the growth of existing business.

## **SUMMARY / CONCLUSION**

By approving the proposed agreement Council will be honouring its commitment to ensure that the business community will be served by an active Chamber of Commerce.

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

TELEPHONE: (705) 848-2287  
FAX: (705) 461-7244  
www.cityofelliottlake.com



**Ec. Dev. Standing Committee**

March 18, 2015

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

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

Your Worship and Members of Council:

**RE: AGE FRIENDLY LOGO**

At the regular meeting of the Economic Development Standing Committee held Monday March 16, 2015 the following resolution was passed with respect to the above noted matter.

**Resolution No. 18-15**

***“That Council approve the Age Friendly Elliot Lake logo as recommended by the Economic Development Standing Committee for use in all Age Friendly projects or events.”***

The foregoing is respectfully submitted for your information and appropriate action. Detailed information on the logo is attached.

Yours very truly,

Ashten Vlahovich  
Secretary, Economic Development Standing Committee

/av



### **Age Friendly Elliot Lake Logo**

The City of Elliot Lake has committed to projects reflecting the goal of becoming an Age Friendly community. To identify these projects going forth, a logo specific to Elliot Lake has been created. The proposed logo has been derived from the City's current logo using the same colors and image.

Other communities, such as Thunder Bay and London, use an age friendly logo on some if not all events and projects to identify that they are accessible and welcoming to all members of the community. The proposed logo will be used on promotion of the Spring into Wellness Fair and in the future on the proposed Age Friendly Action Plan, as well as any other projects or events the City wishes to use it for.



THE CORPORATION OF THE CITY OF ELLIOT LAKE

Disbursement Sheet Inquiries

To: Dawn Halcrow, Director of Finance

Date: Mar 12, 2015

From: \_\_\_\_\_

For Council Meeting: Mar 23, 2015

Disbursement Sheet No. 03/12/15-1

Page #	Cheque #	Vendor Name & Vendor ID	Amt.	Query	Response Oral Written	Response

**PLEASE SEE READING FILE FOR DETAILS**

Referral

Department Head: \_\_\_\_\_

Response Date: \_\_\_\_\_

3/12/2015  
9:32:40 AM

City Of Elliot Lake  
COMPUTER CHEQUE REGISTER  
Payables Management

*Cheque Write 03/12/15-1*  
Agenda Package Pg 67

User ID: Leclair

*For Council Meeting*

Batch ID: 03/12/15-1

Audit Trail Code:

PMCHQ00000611

Batch Comment: HEQUE WRITE#03/12/15-1

Posting Date:

3/12/2015

*Mar 23, 2015*

\* Voided Cheques

Cheque #	Date	Period	Vendor ID	Vendor Name	Amount
62181	3/12/2015	064507	9ELDON001	PAUL ELDON	\$95.25
62182	3/12/2015	064508	9MARCH001	DAN MARCHISELLA	\$242.41
62183	3/12/2015	064509	9OFFI001	PAUL OFFICER	\$90.00
62184	3/12/2015	064510	ABELL002	ABELL PEST CONTROL INC	\$194.01
62185	3/12/2015	064511	ALGOM001	ALGOMA DISTRICT SERVIC	\$533,173.50
62186	3/12/2015	064512	ALGOM012	ALGOMA BUILDERS SUPPLY	\$460.28
62187	3/12/2015	064513	ALGOM017	ALGOM INSURANCE ADJUST	\$655.50
62188	3/12/2015	064514	ALGOM031	ALGOMA ICE MAN INC.	\$1,587.60
62189	3/12/2015	064515	ALPIN001	ALPINE FLOWERS AND GIF	\$199.80
62190	3/12/2015	064516	ALTHE001	AL THE LOCKSMITH	\$160.00
62191	3/12/2015	064517	AVTIR001	AV TIRE	\$836.86
62192	3/12/2015	064518	BEART001	BEARTECH SOLUTIONS INC	\$6,453.66
62193	3/12/2015	064519	BELL002	BELL CANADA	\$115.43
62194	3/12/2015	064520	BELLCA002	BELL CANADA	\$544.77
62195	3/12/2015	064521	BELLCO001	BELL CONFERENCING INC.	\$21.68
62196	3/12/2015	064522	BELLT001	BELL TV	\$64.24
62197	3/12/2015	064523	BOIS002	PAUL BOIS	\$706.25
62198	3/12/2015	064524	CANAD030	CANADA BROKERLINK (ONT	\$12,556.08
62199	3/12/2015	064525	CENTU002	CENTURA CASH REGISTER	\$1,377.47
62200	3/12/2015	064526	CHEMN001	CHEMNORTH SYSTEMS AND	\$652.37
62201	3/12/2015	064527	CHOIC001	CHOICE TIRE & REPAIR C	\$79.83
62202	3/12/2015	064528	COORD001	COORDINATE GIS	\$63.56
62203	3/12/2015	064529	ELLIO066	ELLIOT LAKE SKATING CL	\$2,188.00
62204	3/12/2015	064530	ELLIO068	ELLIOT LAKE FAMILY HEA	\$435.71
62205	3/12/2015	064531	FOODL001	FOODLAND	\$69.93
62206	3/12/2015	064532	FRITO001	FRITO-LAY CANADA	\$108.82
62207	3/12/2015	064533	G&KSE001	G&K SERVICES CANADA IN	\$576.01
62208	3/12/2015	064534	GILBE001	GILBERT PRODUCTS INC.	\$3,001.11
62209	3/12/2015	064535	GLOBA002	GLOBALSTAR CANADA SATE	\$28.24
62210	3/12/2015	064536	GRAND001	GRAND & TOY	\$323.97
62211	3/12/2015	064537	GREEN004	GREEN SHIELD CANADA	\$30,868.20
62212	3/12/2015	064538	GRENT001	G.R. ENTERPRISES	\$354.71
62213	3/12/2015	064539	HANNA001	TIM HANNA	\$1,265.10
62214	3/12/2015	064540	HARRI001	HARRISON ELECTRIC	\$568.32
62215	3/12/2015	064541	HICKS001	HICKS MORLEY HAMILTON	\$3,894.55
62216	3/12/2015	064542	HOLLO001	HOLLOW METAL & ARCHITE	\$454.83
62217	3/12/2015	064543	HURON002	HURON LODGE COMMUNITY	\$8,546.69
62218	3/12/2015	064544	HYDRO001	HYDRO ONE NETWORKS INC	\$143,607.31
62219	3/12/2015	064545	INFRA002	INFRASTRUCTURE SOLUTIO	\$2,214.80
62220	3/12/2015	064546	LAIRD001	LAIRD SIGNS	\$483.41
62221	3/12/2015	064547	LIBRA001	LIBRAIRIE RENAUD-BRAY	\$634.61
62222	3/12/2015	064548	LOBLA001	LOBLAW CO.LTD.	\$257.57
62223	3/12/2015	064549	MANIT001	MANITOULIN TRANSPORT I	\$69.98
62224	3/12/2015	064550	MAREN001	MR. GERRY MARENGERE	\$140.00
62225	3/12/2015	064551	MASLA001	MASLACK SUPPLY LIMITED	\$6,501.35
62226	3/12/2015	064552	MATTH001	MATTHEWS CANADA LTD.	\$704.83
62227	3/12/2015	064553	MCSHE001	MCSHEFFREY, TAMARA	\$100.00
62228	3/12/2015	064554	MINFIN014	MINISTER OF FINANCE	\$4,917.54
62229	3/12/2015	064555	MINFIN029	MINISTER OF FINANCE	\$404.77
62230	3/12/2015	064556	MINIS002	MINISTER OF FINANCE	\$102.55
62231	3/12/2015	064557	MORGA002	GARY MORGAN	\$2,652.50

System: 3/12/2015  
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User Date: 3/12/2015

City Of Elliot Lake  
COMPUTER CHEQUE REGISTER  
Payables Management

User ID: Leclair

\* Voided Cheques

Cheque #	Date	Period	Vendor ID	Vendor Name	Amount
62232	3/12/2015	064558	MUNIC001	MUNICIPAL WASTE & RECY	\$28,865.05
62233	3/12/2015	064559	MUNIC011	MUNICIPAL PROPERTY ASS	\$113.00
62234	3/12/2015	064560	NEDCO001	NEDCO	\$442.96
62235	3/12/2015	064561	NORTE001	NOR-TECH POWER AND CON	\$720.94
62236	3/12/2015	064562	NORTH035	NORTH SHORE PARENTS AS	\$59.85
62237	3/12/2015	064563	NORTH046	NORTH SHORE FORD INC.	\$111.98
62238	3/12/2015	064564	NORTH084	NORTH SHORE ADVERTISIN	\$485.62
62239	3/12/2015	064565	OMERS001	OMERS-ONT.MUN.EMPLOYEE	\$38,193.52
62240	3/12/2015	064566	ONMUN012	ONTARIO MUNICIPAL WATE	\$735.63
62241	3/12/2015	064567	ONMUN013	ONTARIO MUNICIPAL LEAD	\$208.92
62242	3/12/2015	064568	ONTER001	ONTERA	\$1,175.83
62243	3/12/2015	064569	ORKIN001	ORKIN CANADA CORPORATI	\$197.19
62244	3/12/2015	064570	PAMBE001	PAM'S BED AND BREAKFAS	\$280.00
62245	3/12/2015	064571	PAROI002	PAROISSE STE-MARIE	\$50.00
62246	3/12/2015	064572	PAULI001	PAULI'S MAID SERVICE	\$146.90
62247	3/12/2015	064573	PERKI001	PERKINS ENGINEERING LT	\$5,282.75
62248	3/12/2015	064574	PRAXA001	PRAXAIR DISTRIBUTION	\$105.99
62249	3/12/2015	064575	PUROL001	PUROLATOR COURIER LTD.	\$58.26
62250	3/12/2015	064576	R&DMA001	R & D MANAGEMENT SERVI	\$278.18
62251	3/12/2015	064577	RECGEN006	RECEIVER GENERAL FOR C	\$83,483.30
62252	3/12/2015	064578	RELIA002	RELIANCE HOME COMFORT	\$46.64
62253	3/12/2015	064579	RLBRU001	R.L. BRUNET LIMITED	\$431.75
62254	3/12/2015	064580	S&TGR001	S & T GROUP	\$7,884.01
62255	3/12/2015	064581	SANDR001	SANDRA HADDAD & ASSOCI	\$150.29
62256	3/12/2015	064582	SCMIN001	SCM INSURANCE SERVICES	\$782.00
62257	3/12/2015	064583	SGS001	SGS CANADA INC.	\$1,833.99
62258	3/12/2015	064584	SOCIE002	THE SOCIETY FOR ANIMAL	\$50.00
62259	3/12/2015	064585	SOFTC001	SOFTCHOICE LP	\$561.45
62260	3/12/2015	064586	SUPER001	SUPERIOR AUDIO & VIDEO	\$214.34
62261	3/12/2015	064587	SUPER011	SUPERIOR BUSINESS SOLU	\$90.34
62262	3/12/2015	064588	TOPPE001	TOPPER'S PIZZA	\$396.80
62263	3/12/2015	064589	TROYS001	TROY LIFE & FIRE SAFET	\$585.34
62264	3/12/2015	064590	TULLO001	TULLOCH ENGINEERING IN	\$12,055.69
62265	3/12/2015	064591	TULLO003	TULLOCH AUTOMOTIVE POW	\$133.61
62266	3/12/2015	064592	TULLO004	TULLOCH GEOMATICS INC.	\$742.98
62267	3/12/2015	064593	TYLER001	MR. JOHN TYLER	\$135.60
62268	3/12/2015	064594	WATSU001	WAT SUPPLIES	\$329.66
62269	3/12/2015	064595	WORKP001	WORKPLACE SAFETY & INS	\$655.50
62270	3/12/2015	064596	WORKT001	WORKTECH INC.	\$1,149.78
62271	3/12/2015	064597	YOUNG006	YOUNG'S AUTO BODY	\$1,103.78

Total Cheques: 91

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\$966,135.38  
=====

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

**B**Y-LAW NO. 15-14

Being a by-law to authorize an agreement for use of facilities at the Municipal Airport for fire suppression activities.

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

1. **THAT** the Corporation enter into an agreement with the Ministry of Natural Resources for the pre-positioning of fire crews, aircraft personnel and equipment for the 2015 fire season at the Elliot Lake Municipal Airport, according to the terms and conditions as set out in the agreement 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 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

## Defined Terms and Established Airport Rates

**“AFFM”** means Aviation and Forest Fire Management.

**“Bird Dog”** is defined as the aircraft that carries the person who directs firebombing on a fire.

**“Detection Aircraft”** Is the aircraft utilized for the act of discovering, locating and reporting wildfires.

**“Extended Fuelling Service Rate”** For this agreement an Extended Fuelling Service Rate is defined as an hourly rate to be charge for any hour that exceeds the “Callout”, “8 Hour Minimum Rate” or “Normal Operating Period” and is all inclusive of any callouts, or additional service charges and may result in the fuelling of one or more aircraft.

**“Callout”** For this agreement a “Callout” is defined as a 2 hour period when the supplier is required to be called back on site and available to dispense fuel to any or all Ministry of Natural Resources AFFM owned and contract aircraft who are working for the Ministry of Natural Resources AFFM program in the support of fire suppression. The expectation is for personnel to dispense fuel within a ½ hour of notification. The 2 hour period begins when the supplier has arrived back at the airport facility and can dispense fuel. This fee is an all inclusive rate for any single callout fee, or additional service charges and may result in the fuelling of one or more aircraft.

**“Hire number”** a Hire Number is defined as a unique 3 digit number that is provided by the MNR to any aircraft that is “On Hire” to provide aircraft services to the MNR.

**“Landing Fees”** For this agreement Landing Fees are defined as a set fee to land and take off from the designated airport.

**“Long Term Aircraft”** is defined as aircraft hired by the Ministry for a defined period, usually the fire season. Many of the bird dogs, detection aircraft and assigned helicopters are considered long term hires.

**“MNR”** means the Ministry of Natural Resources

**“Normal Operating Period”** For this agreement the Normal Operating Period is set by the municipal airport and is identified as the hours that the airport fuelling facility is normally open to the general public. The Extended Fuelling Services Rate may be charged for periods that the airport fuelling facility is normally not open to the general public and is required to be available by the Ministry of Natural Resources.

**“Normal Operating Day”**

the normal operating day makes up part of the normal operating period and is established by the municipality as the hours that the airport fuelling facility is normally open to the general public

**“On Hire”** means any aircraft under contract to the MNR fire program.

**“Posted Price”** means the price that all citizens are entitled too for aviation or jet A fuel identified on the municipality aviation fuel pump for that specific time period. It is understood that the price may fluctuate based on market price.

**“Short Term Aircraft”** is defined as aircraft hired by the Ministry for a short durations of time, during periods of escalated fire activity.

**“Statutory Holiday”** for this agreement a Statutory Holiday is defined as any one of the five days during the hire season as indicated: Victoria Day, Canada Day, Civic Holiday, Labour Day and Thanksgiving Day.

### **Temporary Space Arrangements**

1. The MNR hereby agrees to rent the Elliot Lake Airport Terminal building and a portion of the maintenance garage on a non-exclusive basis in order that the public can continue to utilize the Elliot Lake Airport Terminal building as well as municipal staff. The City can continue to utilize the garage during the MNR's usage of the said premises.
2. The use of the Elliot Lake Airport Terminal building shall include use of the public sitting area, washroom facilities, access to the telephone, and fax machine/computer port. Should the MNR require the use of the terminal building beyond the hours of normal operation as referred to in section (8), the MNR agrees to pay **\$57.<sup>00</sup>/hour** for each hour the facility is required over/above the normal operating hours.
3. The use of the maintenance garage shall be limited to an area large enough for the storage of 3-4 pallets of equipment (size comparable to a standard single car garage).
4. The terminal building and garage shall be left in the same clean condition and state of repair as when the MNR commenced use of such buildings, normal wear and tear excepted.
5. The MNR shall provide to the City as much advance notice as possible when the MNR has determined that they require the use of said terminal building and garage.
6. The cost for the MNR's use of the said premises by fire management staff in the Terminal building including incidentals such as cleaning supplies, photo copy paper, and toilet paper shall be \$180.00 per weekday (excluding statutory holidays) and \$220 on Saturday, Sunday or statutory holiday or portion thereof of days listed, and the MNR hereby undertakes and guarantees to pay for a minimum of five days of use per year with such minimum five day use being billed by the City to the MNR and paid for by the MNR by the 20<sup>th</sup> of June in each year

7. The City shall bill to the MNR at the end of each month for any Terminal building usage, as well as any long distance telephone calls or faxes sent by MNR Aviation & Fire Management staff. The City will include a copy of the sign-in ledger as part of the monthly invoice. The City agrees that the garage will be supplied free of charge for the storage of forest firefighting equipment for the fire season (April 1 to October 31) or part thereof in any given year and that the City agrees to allow MNR to build a outdoor vented storage bin for gasoline and propane.

Upon the MNR entering the premises the MNR agrees to sign the ledger at the Elliot Lake Airport Terminal building on a daily basis verifying the days and parts thereof they had occupied the premises.

All invoices for utilization of facilities will be submitted to the following address:

Ministry Of Natural Resources  
Chapleau Forest Fire Management Headquarters  
P.O box 758  
190 Cherry Street  
Chapleau, Ontario  
P0M 1K0  
Attention Fire Management Clerk

#### **Defined Terms and Established Airport Rates**

8. It is recognized that the hours of operation at the Elliot Lake Airport are 06:50 to 18:50 Monday to Friday. The airport is closed weekends and statutory holidays. The City of Elliot Lake will alter the hours of operation when the MNR requires the use of the facility to include Saturday and Sunday and provide personnel from 09:00 to 17:00. Should the MNR require the use of the facility on a recognized paid holiday the MNR agrees to compensate the City of Elliot Lake at 100% of the premium hourly rate applicable pursuant to the collective agreement, which is understood to be over and above the daily rental fee.
9. Fuel will be available for purchase at the same rate charged to all other consumers. Fuel receipts will be generated by the airport staff that will indicate the amount of fuel dispensed, cost per litre and a total price for audit purposes. Fuel is available from 06:50 to 18:50 hours weekdays. Fuel is available on an on call basis at all other times unless the MNR has an established presence at the airport, in which case fuel will be available at all times the MNR is at the airport.
10. Should the MNR require fuel after the hours listed above, the MNR will call personnel designated to respond to such fuel call-outs and the City agrees to include the call-out rate pursuant to the Collective Agreement between the City of Elliot Lake and CUPE Local 170 on the fuel bill. The City agrees that call outs will only be charged after airport staff has left for the day.
11. The parties acknowledge that there is currently available at the Airport, storage of up to 44,000 liters of turbo fuel and 18,400 liters of 100 low lead.



Fuel to be dispensed from the new high-pressure system or fuel truck whichever is more practicable.

12. The parties agree that there is currently no alternative means of pumping fuel from the storage tanks during a power failure. If the City is successful in acquiring a fuel truck, fuel stored in the truck will be available during a power interruption. The City is investigating means to make fuel available during a power interruption and will keep the MNR informed as to any developments.

### CLOSURE

13. The Ministry recognizes that the airport will be closed to all air traffic from 1200 **Thursday July 16, 2015** to 12:00 **Monday July 20, 2015** inclusive.

### **Invoice Requirements**

#### **Detail Requirements on Fuel Slips**

Fuel/meter slips provided to pilots from the Fuel Handler(s) must include the following detailed information:

- MNR Hire Number
- MNR Fire ID Number
- Aircraft Registration Number
- Date and time

Invoices for aviation fuel are to be accompanied by the meter slips and must include the following information:

- If Non MNR owned aircraft a unique 3 digit Hire Number
- Meter ticket #
- Date of Meter ticket
- Aircraft registration #
- Total cost less GST
- Invoice with an Unique #
- Invoice date
- Company name and address

#### **Invoicing for Aviation Fuel for MNR Owned Aircraft**

All Fuel invoices for **MNR Owned Aircraft** will be sent to the following address:

Ministry of Natural Resources  
SSM Hanger  
RR#1 Box 2  
475 Airport Road

Sault Ste Marie, Ontario  
P6A 5K6

Attention: Aviation Fuel and Facilities Officer

**Invoicing for all other aviation fuel and aviation fees**

All invoices for, callout, landing fees, after normal hour's fees and fuel for aircraft **On Hire: both Long Term Aircraft and Short Term Aircraft** will be sent to the following address:

MNR – AFFES  
6150 Skyline Road  
Postal Bag 500  
Garson, ON  
P3L 1W3

Attention: North East Fire Region Fire Business Support Clerk Julie N Chenette  
Taylor

### Listing of Ministry of Natural Resources Owned Aircraft

MNR YellowBirds				
Registration	ID	Type	Base	Serial Number
C-FATR	H-15	EC130	Sudbury	3759
C-FMNR	H-03	EC130	Thunder Bay	4391
C-FONA	H-09	EC130		4945
C-FONM	H-01	EC130	Dryden	4566
C-GONB	H-11	EC130	Sudbury	4885
C-GONC	H-19	EC130	Muskoka	4702
C-GONT	H-07	EC130	Timmins	4423
C-GOGB	T847	Twin Otter	Sudbury	
C-GOGL		AS 350B2		2738
C-FOPG		Twin Otter	Timmins	
C-FOPI	T844	Twin Otter		
C-FOPJ	T845	Twin Otter		
C-GOGA	T846	Twin Otter	Sudbury	
C-COGC	T-848	Twin Otter	Timmins	
C-FOER		Turbo Beaver		
C-FOEU		Turbo Beaver	Sudbury	
C-FOPA		Turbo Beaver		
C-FOEH		Turbo Beaver	Muskoka	
C-FOEW		Turbo Beaver		
C-GOGD	T270	CL415		
C-GOGE	T271	CL415		
C-GOGF	T272	CL415		
C-GOGG	T273	CL415		
C-GOGH	T274	CL415		
C-GOGW	T275	CL415		
C-GOGX	T276	CL415		
C-GOGY	T277	CL415		
C-GOGZ	T278	CL415		
C-GOIC		King Air 350		
C-GOGS		King Air 350		

**THE CORPORATION OF THE CITY OF ELLIOT LAKE****BY-LAW NUMBER 15-15****A BY-LAW OF THE CITY OF ELLIOT LAKE TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$1,970,000.00 TOWARDS THE COST OF THE PEARSON PLAZA PROJECT**

WHEREAS on June 6, 2011, the *Ontario Infrastructure and Lands Corporation Act, 2011* was proclaimed into force amalgamating the Ontario Realty Corporation, Ontario Infrastructure Projects Corporation, and the Stadium Corporation of Ontario Limited and such corporations were continued as a corporation without share capital under the name Ontario Infrastructure and Lands Corporation.

AND WHEREAS the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS the Council of The City of Elliot Lake (the "Municipality") has passed each By-law enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing each project described in column (2) of Schedule "A", and authorizing the entering into of a Financing Agreement for the provision of temporary and long term borrowing from the Ontario Infrastructure and Lands Corporation ("OILC") in respect of each project (the "Financing Agreement") and the Municipality desires to issue debentures for each project in the respective amounts specified in column (5) of Schedule "A";

AND WHEREAS before authorizing each project the Municipality had its Treasurer update its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to authorizing each project, the Treasurer determined that the estimated annual amount payable in respect of each project would not cause the Municipality to exceed the updated limit and that the approval of each project by the Ontario Municipal Board was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of each project (the "Application") and the Application has been approved;

AND WHEREAS to provide long term financing for each project and to repay certain temporary advances in respect of each project made by OILC pursuant to the Financing Agreement dated effective as of November 15, 2012 (the "Advances"), it is now expedient to issue serial debentures in the principal amount of \$1,970,000.00 dated April 01, 2015 and payable in semi-annual serials of combined principal and interest on the 1st day of October and on the 1st day of April in each of the years 2015 to 2035, both inclusive on the terms hereinafter set forth;

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

1. For each project, the borrowing upon the credit of the Municipality of the principal sum of \$1,970,000.00 and the issue of serial debentures therefore upon the credit of the Municipality to be repaid in semi-annual serials of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such sums of money as may be required for each project in definitive form, not exceeding in total the said sum of \$1,970,000.00 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of the Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$1,970,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated the 1st day of April, 2015 and shall be issued within two years after the day on which this By-law is enacted, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.75% and mature during a period of 20 years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by April 01, 2035 and payable in semi-annual payments on the 1st day of October and on the 1st of April in each of the years 2015 to 2035, both inclusive, in such period shall be as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**") and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 or 366 days as appropriate.

**"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the five major Canadian Schedule I banks, as of the issue date of this Debenture, Royal Bank of Canada, Canadian Imperial Bank of Commerce, The Bank of Nova Scotia, Bank of Montreal and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

8. Each year in which a payment of a serial of combined principal and interest becomes due, there shall be raised as part of the general levy the amounts of principal and interest payable in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a By-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the sum or sums so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefore shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When

any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange.

16. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are lost, stolen, mutilated, defaced or destroyed and for the replacement of lost, stolen, mutilated, defaced or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, the Clerk and Treasurer are individually hereby authorized to generally do all things and to execute all documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The proceeds realized in respect of the Debentures, after providing for the expenses related to their issue, if any, shall be apportioned and applied to each project and for no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.



21. This By-law takes effect on the day of passing.

By-law read a first and second time this 23rd day of March, 2015

By-law read a third time and finally passed this 23rd day of March, 2015

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Dan Marchisella, Mayor

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Lesley Sprague, Clerk

[AFFIX SEAL]

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

**Schedule "A" to By-law Number 15-15**

<b>By-law</b>	<b>Project Description</b>	<b>Approved Amount to be Financed Through the Issue of Debentures</b>	<b>Amount of Debentures Previously Issued</b>	<b>Amount of Debentures to be Issued</b>	<b>Term of Years of Debentures</b>
12-74	Pearson Plaza Project	\$3,500,000.00	\$0.00	\$1,970,000.00	20

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

**Schedule “B” to By-law Number 15-15**

No. COEL2015-15

\$1,970,000.00
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C A N A D A  
Province of Ontario  
THE CORPORATION OF THE CITY OF ELLIOT LAKE

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FULLY REGISTERED 2.75% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF ELLIOT LAKE, for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture by the maturity date of this debenture (April 01, 2035), the principal sum of

ONE MILLION, NINE HUNDRED SEVENTY THOUSAND DOLLARS  
----- (\$1,970,000.00) -----

by semi-annual payments on the 1st day of October and on the 1st day of April in each of the years 2015 to 2035, both inclusive, in the amounts set forth in the attached Serial Schedule (the “Schedule”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the 1st day of April, 2015, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.75% per annum, in arrears, on the specified dates, as set forth in the Schedule, in the manner provided in the Conditions. Interest shall be paid on default at the applicable rate set out in the Conditions both before and after default and judgment. The applicable rate of interest, the payments of principal and interest and the principal balance outstanding in each year are shown in the Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “OILC Act, 2011”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Elliot Lake the 1st day of April, 2015

IN TESTIMONY WHEREOF and under the authority of By-law Number 15-15 of the Municipality duly passed on the 23rd day of March, 2015 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: April 01, 2015

	(Seal) _____
Dan Marchisella, Mayor	Dawn Halcrow, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation	Ontario Infrastructure and Lands Corporation
by: _____	by: _____
Authorized Signing Officer	Authorized Signing Officer

**LEGAL OPINION**

We have examined By-law Number 15-15 (the "By-law") of The Corporation of The City of Elliot Lake (the "Municipality") authorizing the issue of serial debentures in the principal amount of \$1,970,000.00 dated April 01, 2015 and payable in semi-annual serials of combined principal and interest on the 1st day of October and on the 1st day of April in each of the years 2015 to 2035, both inclusive.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

April 01, 2015

\_\_\_\_\_  
 Wishart Law Firm LLP

## CONDITIONS OF THE DEBENTURE

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the sum or sums so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of semi-annual serials of combined principal and interest on the Debentures on each Payment Date commencing on October 01, 2015 (other than in respect of the final payment of principal and outstanding interest on the final maturity date upon presentation and surrender of this Debenture), by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefore shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are lost, stolen, mutilated, defaced or destroyed and for the replacement of lost, stolen, mutilated, defaced or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the parties, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debenture is less than the net present value of the Debenture, the Municipality shall pay the difference between these two amounts to OILC.

## **Notices**

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any

notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

### **Time**

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

### **Governing Law**

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

### **Definitions:**

- (a) **“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the five major Canadian Schedule I banks, as of the issue date of this Debenture, Royal Bank of Canada, Canadian Imperial Bank of Commerce, The Bank of Nova Scotia, Bank of Montreal and The Toronto-Dominion Bank (the **“Reference Banks”**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **“Prime Rate”** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.



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

**Schedule "C" to By-law Number 15-15**

[OILC Repayment Schedule to be Inserted]

Infrastructure Ontario  
 LOAN AMORTIZATION SCHEDULE

Name: The Corporation of The City of Elliot Lake  
 Financing Agreement: 12EII5704112067FA  
 Principal: 1,970,000.00  
 Rate: 2.75%  
 Term: 240  
 Compound: Semi-annual  
 Paid: Semi-annual  
 Plan: Fixed Principal  
 Prin/Int: \$76,411.71  
 Total Int: \$555,757.57  
 Matures: 04/01/2035

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	10/01/2015	76,411.71	49,250.00	27,161.71	1,920,750.00
2	04/01/2016	75,732.67	49,250.00	26,482.67	1,871,500.00
3	10/01/2016	75,053.63	49,250.00	25,803.63	1,822,250.00
4	04/01/2017	74,237.29	49,250.00	24,987.29	1,773,000.00
5	10/01/2017	73,695.54	49,250.00	24,445.54	1,723,750.00
6	04/01/2018	72,886.63	49,250.00	23,636.63	1,674,500.00
7	10/01/2018	72,337.46	49,250.00	23,087.46	1,625,250.00
8	04/01/2019	71,535.96	49,250.00	22,285.96	1,576,000.00
9	10/01/2019	70,979.37	49,250.00	21,729.37	1,526,750.00
10	04/01/2020	70,300.33	49,250.00	21,050.33	1,477,500.00
11	10/01/2020	69,621.28	49,250.00	20,371.28	1,428,250.00
12	04/01/2021	68,834.63	49,250.00	19,584.63	1,379,000.00
13	10/01/2021	68,263.20	49,250.00	19,013.20	1,329,750.00
14	04/01/2022	67,483.97	49,250.00	18,233.97	1,280,500.00
15	10/01/2022	66,905.11	49,250.00	17,655.11	1,231,250.00
16	04/01/2023	66,133.30	49,250.00	16,883.30	1,182,000.00
17	10/01/2023	65,547.03	49,250.00	16,297.03	1,132,750.00
18	04/01/2024	64,867.98	49,250.00	15,617.98	1,083,500.00
19	10/01/2024	64,188.94	49,250.00	14,938.94	1,034,250.00
20	04/01/2025	63,431.98	49,250.00	14,181.98	985,000.00
21	10/01/2025	62,830.86	49,250.00	13,580.86	935,750.00
22	04/01/2026	62,081.31	49,250.00	12,831.31	886,500.00
23	10/01/2026	61,472.77	49,250.00	12,222.77	837,250.00
24	04/01/2027	60,730.65	49,250.00	11,480.65	788,000.00
25	10/01/2027	60,114.68	49,250.00	10,864.68	738,750.00
26	04/01/2028	59,435.64	49,250.00	10,185.64	689,500.00
27	10/01/2028	58,756.60	49,250.00	9,506.60	640,250.00
28	04/01/2029	58,029.32	49,250.00	8,779.32	591,000.00
29	10/01/2029	57,398.51	49,250.00	8,148.51	541,750.00
30	04/01/2030	56,678.65	49,250.00	7,428.65	492,500.00
31	10/01/2030	56,040.43	49,250.00	6,790.43	443,250.00
32	04/01/2031	55,327.99	49,250.00	6,077.99	394,000.00
33	10/01/2031	54,682.34	49,250.00	5,432.34	344,750.00
34	04/01/2032	54,003.30	49,250.00	4,753.30	295,500.00
35	10/01/2032	53,324.26	49,250.00	4,074.26	246,250.00
36	04/01/2033	52,626.66	49,250.00	3,376.66	197,000.00

37	10/01/2033	51,966.17	49,250.00	2,716.17	147,750.00
38	04/01/2034	51,276.00	49,250.00	2,026.00	98,500.00
39	10/01/2034	50,608.09	49,250.00	1,358.09	49,250.00
40	04/01/2035	49,925.33	49,250.00	675.33	0.00
		-----	-----	-----	
		2,525,757.57	1,970,000.00	555,757.57	

No. COEL2015-15

\$1,970,000.00
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C A N A D A  
 Province of Ontario  
 THE CORPORATION OF THE CITY OF ELLIOT LAKE

FULLY REGISTERED 2.75 % SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF ELLIOT LAKE (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture by the maturity date of this debenture (April 01, 2035), the principal sum of

ONE MILLION, NINE HUNDRED SEVENTY THOUSAND DOLLARS  
 -----\$1,970,000.00-----

by semi-annual payments on the 1st day of October and on the 1st day of April in each of the years 2015 to 2035, both inclusive, in the amounts set forth in the attached Serial Schedule (the "Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the 1st day of April, 2015, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.75% per annum, in arrears, on the specified dates, as set forth in the Schedule, in the manner provided in the Conditions. Interest shall be paid on default at the applicable rate set out in the Conditions both before and after default and judgment. The applicable rate of interest, the payments of principal and interest and the principal balance outstanding in each year are shown in the Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay to OILC on account of the indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Elliot Lake 1st day of April, 2015.

IN TESTIMONY WHEREOF and under the authority of By-law Number 15-15 of the Municipality duly passed on the 23rd day of March, 2015 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: April 01, 2015

(Seal) \_\_\_\_\_

\_\_\_\_\_  
 Dan Marchisella, Mayor

\_\_\_\_\_  
 Dawn Halcrow, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation  by: _____ Authorized Signing Officer	Ontario Infrastructure and Lands Corporation  by: _____ Authorized Signing Officer
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**LEGAL OPINION**

We have examined By-law Number 15-15 (the “By-law”) of The Corporation of The City of Elliot Lake (the “Municipality”) authorizing the issue of serial debentures in the principal amount of \$1,970,000.00 dated April 01, 2015 and payable in semi-annual serials of combined principal and interest on the 1st day of October and on the 1st day of April in each of the years 2015 to 2035, both inclusive.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the “Debenture”) is the direct, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

April 01, 2015

\_\_\_\_\_  
 Wishart Law Firm LLP

## CONDITIONS OF THE DEBENTURE

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the sum or sums so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of semi-annual serials of combined principal and interest on the Debentures on each Payment Date commencing on October 01, 2015 (other than in respect of the final payment of principal and outstanding interest on the final maturity date upon presentation and surrender of this Debenture), by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefore shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are lost, stolen, mutilated, defaced or destroyed and for the replacement of lost, stolen, mutilated, defaced or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the parties, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debenture is less than the net present value of the Debenture, the Municipality shall pay the difference between these two amounts to OILC.

### **Notices**

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such



registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

### **Time**

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

### **Governing Law**

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

### **Definitions:**

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the five major Canadian Schedule I banks, as of the issue date of this Debenture, Royal Bank of Canada, Canadian Imperial Bank of Commerce, The Bank of Nova Scotia, Bank of Montreal and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

Infrastructure Ontario  
 LOAN AMORTIZATION SCHEDULE

Name: The Corporation of The City of Elliot Lake  
 Financing Agreement: 12EII5704112067FA  
 Principal: 1,970,000.00  
 Rate: 2.75%  
 Term: 240  
 Compound: Semi-annual  
 Paid: Semi-annual  
 Plan: Fixed Principal  
 Prin/Int: \$76,411.71  
 Total Int: \$555,757.57  
 Matures: 04/01/2035

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	10/01/2015	76,411.71	49,250.00	27,161.71	1,920,750.00
2	04/01/2016	75,732.67	49,250.00	26,482.67	1,871,500.00
3	10/01/2016	75,053.63	49,250.00	25,803.63	1,822,250.00
4	04/01/2017	74,237.29	49,250.00	24,987.29	1,773,000.00
5	10/01/2017	73,695.54	49,250.00	24,445.54	1,723,750.00
6	04/01/2018	72,886.63	49,250.00	23,636.63	1,674,500.00
7	10/01/2018	72,337.46	49,250.00	23,087.46	1,625,250.00
8	04/01/2019	71,535.96	49,250.00	22,285.96	1,576,000.00
9	10/01/2019	70,979.37	49,250.00	21,729.37	1,526,750.00
10	04/01/2020	70,300.33	49,250.00	21,050.33	1,477,500.00
11	10/01/2020	69,621.28	49,250.00	20,371.28	1,428,250.00
12	04/01/2021	68,834.63	49,250.00	19,584.63	1,379,000.00
13	10/01/2021	68,263.20	49,250.00	19,013.20	1,329,750.00
14	04/01/2022	67,483.97	49,250.00	18,233.97	1,280,500.00
15	10/01/2022	66,905.11	49,250.00	17,655.11	1,231,250.00
16	04/01/2023	66,133.30	49,250.00	16,883.30	1,182,000.00
17	10/01/2023	65,547.03	49,250.00	16,297.03	1,132,750.00
18	04/01/2024	64,867.98	49,250.00	15,617.98	1,083,500.00
19	10/01/2024	64,188.94	49,250.00	14,938.94	1,034,250.00
20	04/01/2025	63,431.98	49,250.00	14,181.98	985,000.00
21	10/01/2025	62,830.86	49,250.00	13,580.86	935,750.00
22	04/01/2026	62,081.31	49,250.00	12,831.31	886,500.00
23	10/01/2026	61,472.77	49,250.00	12,222.77	837,250.00
24	04/01/2027	60,730.65	49,250.00	11,480.65	788,000.00
25	10/01/2027	60,114.68	49,250.00	10,864.68	738,750.00
26	04/01/2028	59,435.64	49,250.00	10,185.64	689,500.00
27	10/01/2028	58,756.60	49,250.00	9,506.60	640,250.00
28	04/01/2029	58,029.32	49,250.00	8,779.32	591,000.00
29	10/01/2029	57,398.51	49,250.00	8,148.51	541,750.00
30	04/01/2030	56,678.65	49,250.00	7,428.65	492,500.00
31	10/01/2030	56,040.43	49,250.00	6,790.43	443,250.00
32	04/01/2031	55,327.99	49,250.00	6,077.99	394,000.00
33	10/01/2031	54,682.34	49,250.00	5,432.34	344,750.00
34	04/01/2032	54,003.30	49,250.00	4,753.30	295,500.00
35	10/01/2032	53,324.26	49,250.00	4,074.26	246,250.00
36	04/01/2033	52,626.66	49,250.00	3,376.66	197,000.00

37	10/01/2033	51,966.17	49,250.00	2,716.17	147,750.00
38	04/01/2034	51,276.00	49,250.00	2,026.00	98,500.00
39	10/01/2034	50,608.09	49,250.00	1,358.09	49,250.00
40	04/01/2035	49,925.33	49,250.00	675.33	0.00
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		2,525,757.57	1,970,000.00	555,757.57	

**CERTIFICATE****To: Wishart Law Firm LLP**

IN THE MATTER OF an issue of a 20 year, 2.75% serial debenture of The Corporation of The City of Elliot Lake (the "Municipality") in the aggregate principal amount of \$1,970,000.00, authorized by Debenture By-law Number 15-15 (the "Debenture By-law")

I, Dawn Halcrow, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the year 2012 (the "2012 Limit")<sup>1</sup>.
2. With respect to the undertaking described in the Debenture By-law, before the Council of the Municipality authorized each project described in Schedule "A" to the Debenture By-law (the "Project"), the Treasurer updated the 2012 Limit<sup>1</sup> in accordance with **Ontario Regulation 403/02** (the "Regulation") and determined that the estimated annual amount payable in respect of each Project, would not cause the Municipality to reach or to exceed its updated limit as at the date of the Council's approval of each Project, and the Treasurer determined that the approval of the Ontario Municipal Board under the *Ontario Municipal Board Act* was not required.
3. As at the date hereof the Municipality has not reached or exceeded its updated 2014 Limit<sup>2</sup>.
4. In updating the 2012 Limit<sup>1</sup>, the estimated annual amount payable described in Section 4(2) of the Regulation was determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with the recommendations of the Public Sector Accounting Board.
5. The term within which the debentures to be issued for the Municipality in respect of each Project pursuant to the Debenture By-law are made payable does not exceed the lifetime of each such Project.
6. The principal amount now being debentured in respect of each Project does not exceed the net cost of each such Project to the Municipality.

**DATED** at The City of Elliot Lake as at the 1st day of April, 2015

<sup>1</sup> Limit used when authorizing the Project

<sup>2</sup> Most recent limit received from MMAH

[AFFIX SEAL]

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Dawn Halcrow, Treasurer

**CERTIFICATE OF SIGNATURE AND NO LITIGATION**

**TO: Wishart Law Firm LLP**

IN THE MATTER OF an issue of a 20 year, 2.75% serial debenture of The Corporation of The City of Elliot Lake (the "Municipality") in the aggregate principal amount of \$1,970,000.00, authorized by Debenture By-law Number 15-15 (the "Debenture By-law")

I, Dawn Halcrow, Treasurer of the Municipality, do hereby certify that on or before April 01, 2015, I as Treasurer, signed the fully registered serial debenture numbered 15-15 in the principal amount of \$1,970,000.00 dated April 01, 2015, registered in the name of the Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "OILC Debenture").

I further certify that on or before April 01, 2015, the OILC Debenture was signed by Dan Marchisella, Mayor of Municipality at the date of the execution and issue of the OILC Debenture, that the OILC Debenture was sealed with the seal of the Municipality, and that the OILC Debenture is in all respects in accordance with the Debenture By-law.

I further certify that the said Dan Marchisella, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

I further certify that no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

DATED at The Corporation of The City of Elliot Lake as at the 1st day of April, 2015.

\_\_\_\_\_  
Dawn Halcrow, Treasurer

I, Lesley Sprague, Clerk of the Municipality do hereby certify that the signature of Dawn Halcrow, the Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

\_\_\_\_\_  
Lesley Sprague, Clerk

## DECLARATION

**To: Wishart Law Firm LLP**

IN THE MATTER OF an issue of a 20 year, 2.75% serial debenture of The Corporation of The City of Elliot Lake (the "Municipality") in the aggregate principal amount of \$1,970,000.00, authorized by Debenture By-law Number 15-15 (the "Debenture By-law")

I, Lesley Sprague, of The Corporation of The City of Elliot Lake, in the Province of Ontario, do solemnly declare that:

1. I am the Clerk of the Municipality and as such have a personal knowledge of the matters herein declared to.
2. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the 23rd day of March, 2015 in full compliance with the *Municipal Act, 2001*, as amended (the "Act") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
3. All of the authorizing by-laws (the "Authorizing By-laws") referred to in Schedule "A" to the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the Act at meetings at which a quorum was present. Forthwith after the passage of the Authorizing By-laws the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
4. With respect to the undertaking described in the Debenture By-law, before the Council of the Municipality exercised any of its powers in respect of each Project, the Council caused its Treasurer to calculate an updated annual debt and financial obligation limit. Before the Council of the Municipality approved each Project, the Treasurer determined that the estimated annual amount payable in respect of each such Project would not cause the Municipality to reach or exceed its updated limit, with the result that the Council of the Municipality authorized each Project without the approval of the Ontario Municipal Board.
5. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-laws nor have the same been in any way repealed, altered or amended except insofar as some of the Authorizing By-laws may have been amended by any of the Authorizing By-laws set forth in Schedule "A" and the Debenture By-law and the Authorizing By-laws are now in full force and effect.
6. All of the recitals contained in the Debenture By-law and the Authorizing By-laws are true in substance and fact.
7. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-laws have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

8. None of the debentures authorized to be issued by the Authorizing By-laws have been issued except for the debentures in the amount of \$1,970,000.00 which are now being issued to the Ontario Infrastructure and Lands Corporation (“OILC”) pursuant to the Debenture By-law (the “OILC Debentures”).

9. The principal amount now being debentured in respect of each Project does not exceed the net cost of each such Project to the Municipality.

10. The debenture certificate issued pursuant to the Debenture By-law (the “Debenture Certificate”) has been signed by the Mayor and by the Treasurer of the Municipality. The Debenture Certificate is in all respects in accordance with the Debenture By-law and in issuing the OILC Debentures, the Municipality is not exceeding its borrowing powers.

11. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-laws and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

12. I certify that no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture authorized under the Debenture By-law, or in any manner questioning the proceedings and authority under which the same is issued, or the capacity of the said Mayor or of the said Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it have been repealed, revoked or rescinded in whole or in part.

13. I further certify that the Authorizing By-laws and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

AND I MAKE this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME )  
 at The Corporation of The City of Elliot Lake, )  
 in the Province of Ontario, )  
 this 1st day of April, 2015 ) \_\_\_\_\_  
 Lesley Sprague, Clerk

\_\_\_\_\_  
 A Commissioner for Oaths, etc.  
 [Please Stamp]

[AFFIX SEAL]

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

***B*Y-LAW NO.15-16**

Being a by-law to  
appoint a Deputy Treasurer  
for the Corporation.

**WHEREAS** pursuant to Section 286 (2) of The Municipal Act, 2001 as amended, the Council of a Municipality may appoint a deputy treasurer;

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

- 1.**           **THAT** Vicki Brant is hereby appointed Deputy Treasurer for The Corporation of the City of Elliot Lake;
- 2.**           **THAT** the Deputy Treasurer shall carry out all duties as detailed in the Position Description as amended from time to time;
- 3.**           **THAT** the salary paid to the Deputy Treasurer shall be such amount determined by Council from time to time;
- 4.**           **AND THAT** By-law No. 01-55 is hereby repealed.

**PASSED** this 23<sup>rd</sup> day of March, 2015.

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**MAYOR**

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**CITY CLERK**



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

***B*Y-LAW NO.15-17**

Being a by-law to establish User Fees for Municipal Services and to repeal By-law 13-76.

**WHEREAS** Section 391(1) of the Municipal Act, 2001 authorizes a municipality to impose fees or charges on persons for services or activities provided or done by, or on behalf of it, and for the use of its property including property under its control;

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

1. **THAT** User fees are hereby established for Municipal services or activities as set out in the Schedules listed below and as attached hereto and forming part of this By-law:
  - i) Schedule A – Parks & Recreation
  - ii) Schedule B – Animal Control
  - iii) Schedule C – Transit
  - iv) Schedule D – Fire Department
  - v) Schedule E – General
  - vi) Schedule F – Clerks
  - vii) Schedule G – Planning
  - viii) Schedule H – Landfill Tipping
  
2. **THAT** all user fees for municipal services are subject to provincial and/or federal taxes.
  
3. **THAT** this By-law shall come into force and take effect on April 1, 2015.
  
4. **THAT** By-law 13-76 is hereby repealed.

**PASSED THIS 23<sup>RD</sup> DAY OF MARCH, 2015.**

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**MAYOR**

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**CITY CLERK**

<b><u>PARKS &amp; REC - PROGRAMS &amp; ADMIN</u></b>	<b>Price (\$)</b>	<b>AccessCard (\$)</b>	<b>Senior (\$)</b>
Walking Program - Collins Hall (HST included).....	1.00 / day		
..... or (HST included).....	10.00 / month		
Indoor Tennis ( 2x per week ) (HST included).....	1.00 / visit		
Summer Playground Program ( 10 days ) .....	99.75 .....	64.84	
Summer Playground Program ( 5 day pass ).....	57.75 .....	37.54	
Summer Playground Program (1 day pass) .....	16.00		
Electronic Sign ( personal message ) .....	15.00		
Photocopying (b&w) Volunteer & Non-Profit Groups .....	0.10		
Photocopying (clr) Volunteer & Non-Profit Groups .....	0.50		
Museum Admission - Children ( under 17 years ).....	1.25		
Museum Admission - Adult.....	3.00		
Museum Admission - Family .....	6.50		
Leisure Guide advertising - full page .....	525.00		
Leisure Guide advertising - half page.....	395.00		
Leisure Guide advertising - 1/4 page.....	225.00		

**PARKS & REC - COLLINS HALL**

Community Hall per day, Fri-Sun w/ Alcohol .....	450.00
Community Hall per day, Fri-Sun w/o Alcohol .....	350.00
Community Hall per hour (youth rate).....	30.00
Community Hall per hour (adult rate).....	36.00
Kitchen Use (minimum charge 100 ) .....	1.00 / person
Kitchen Use (canteen) .....	30.00
Ice.....	30.00
Paper Table Cover (per roll) .....	18.00
Premium Paper Table Cover (per roll).....	35.00
Yard Sale and/or BBQ .....	15.00
Car Wash.....	15.00
Outside Facility - Chair Rental (per 10, mimium charge) .....	2.00
<i>(must arrange pick-up &amp; drop off)</i>	
Outside Facility - Table Rental (6 foot) .....	5.00
<i>(must arrange pick-up &amp; drop off)</i>	
SoCan Fee (with dancing) .....	59.17
SoCan Fee (no dancing) .....	29.56
Decorating on day before event (per hour).....	17.50
Decorating on day before event with lift (per hour) .....	35.00

**PARKS & REC – PARKS**

Sport Field Adult Sports per game.....	40.00
Sport Field Minor Sports per game.....	35.00
Sport Field Tournament Rates Weekend .....	250.00
Sport Field Tournament Rates.....	250.00
Sport Field Tournament Rates - extra field (per field).....	100.00
Camping Tent Daily .....	22.15
Camping Trailer Park Daily.....	26.55
WestviewPark - Special Event (i.e. Weddings).....	80.00
Fence Rental ( 200 ' per trailer – pick up / return ) .....	30.00 each trailer
Tent ( large size ).....	100.00 plus \$500 refundable damage deposit

<b><u>PARKS &amp; REC – POOL</u></b>	<b>Price (\$)</b>	<b>AccessCard (\$)</b>	<b>Senior (\$)</b>
Aquacise and Aquajog( single session ) .....	4.65		3.31
Aquacise / Aquajog( 10 sessions x 45 minutes ) .....	41.81		29.86
Pre-School Lessons ( 10 sessions x 30 min ) .....	65.00	42.25	
Swim Kids 1 - 5 Lessons ( 10 sessions x 30 min ) .....	65.00	42.25	
Swim Kids 6 - 10 Lessons ( 10 sessions x 60 min ) .....	70.00	44.50	
Family Rate for Kid's Swim Lessons : first 2 children at full price; 50% off for each additional child.			
Parent ( gym during swim lessons ) ( 10 weeks ) .....	40.00		
Bronze Star.....	75.00		
Bronze Medallion.....	105.00		
Bronze Cross.....	105.00		
National Lifeguard Service ( NLS ) .....	165.00		
Assistant Water Safety Instructor .....	165.00		
Water Safety Instructor.....	165.00		
First Aid / CPR (Level C) Certification .....	90.00		
First Aid / CPR Re-Certification .....	65.00		
Private Swimming Lessons ( 10 sessions x 30 min ) .....	115.00		
Semi- Private Lessons ( 10 sessions x 30 ) .....	80.00		
Laminating per foot .....	2.00		
Pool Rental ( 1-25 people - large and small ) .....	76.65		
Pool Rental ( 26-75 people ) .....	96.60		
Pool rental ( 76-150 people ) .....	115.50		
Pool Rental ( 151-198 people ) .....	138.60		
with whirlpool ( 1-25 ) .....	94.50		
with whirlpool ( 26 - 75 ) .....	119.70		
with whirlpool ( 76 - 150 ) .....	147.00		
with whirlpool ( 151 - 198 ) .....	173.25		
Viewing Area .....	31.50		
School Board rental rate.....	52.50 / hour		
<i>(Includes 1 staff, \$17.50 / hour for additional staff)</i>			
ELAC rental Rate.....	55.44 / hour		
<i>(includes 1 staff, \$17.50/hour per additional staff)</i>			

**Pool**

Youth – Single .....	2.65		
Youth - 10 tickets.....	23.89		
Youth - 3 month pass .....	46.20	30.03	
Youth - 6 month .....	73.50	47.78	
Youth - 1 year pass .....	119.70	77.81	
Student – Single .....	3.32		
Student - 10 tickets.....	29.86		
Student - 3 month pass .....	56.70	36.86	
Student - 6 month pass .....	96.60	62.79	
Student - 1 year pass .....	152.25	98.96	
Adult – Single .....	3.76		2.65
Adult - 10 tickets.....	33.84		23.89
Adult - 3 month pass.....	95.55	62.11	66.89
Adult - 6 month pass.....	157.50	102.38	110.25
Adult - 1 year pass.....	267.75	174.04	187.43

**PARKS & REC – POOL**

**Price (\$)**

**AccessCard (\$) Senior (\$)**

Family – Single .....	8.63		
Family - 10 tickets.....	77.66		
Family - 3 months .....	136.50	88.73	
Family - 6 months .....	225.75	146.74	
Family - 1 year pass .....	367.50	238.88	

**Pool & Fitness**

Youth - Single .....	5.31		
Youth - 3 month pass .....	90.30		
Youth - 6 month .....	152.25		
Youth - 1 year pass .....	243.60		
Student - Single .....	5.75		
Student - 3 month pass .....	117.60		
Student - 6 month pass .....	204.75		
Student - 1 year pass .....	305.55		
Adult - Single .....	7.08	4.96	
Adult - 3 month pass.....	197.40	138.18	
Adult - 6 month pass.....	339.15	237.41	
Adult - 1 year pass.....	546.00	382.20	
Family - Single.....	14.87		
Family - 3 months .....	265.65		
Family - 6 months .....	451.50		
Family - 1 year pass .....	724.50		

**Fitness**

Youth - Single .....	3.98		
Youth - 3 month pass .....	73.50		
Youth - 6 month .....	126.00		
Youth - 1 year pass .....	204.75		
Student - Single .....	4.65		
Student - 10 tickets.....	41.81		
Student - 3 month pass .....	98.70		
Student - 6 month pass .....	170.10		
Student - 1 year pass .....	249.90		
Adult - Single .....	5.53	3.89	
Adult - 10 tickets.....	49.77	35.04	
Adult - 3 month pass.....	162.75	113.93	
Adult - 6 month pass.....	280.35	196.25	
Adult - 1 year pass.....	446.25	312.38	
Family - Single.....	11.38		
Family - 3 months .....	225.75		
Family - 6 months .....	388.50		
Family - 1 year pass .....	593.25		

**CENTENNIAL ARENA**

**Price (\$)**

**Senior (\$)**

**Ice and Floor Rates**

Minor Sport Rate ( Non-Prime time ) .....	55.65	
Minor Sport Rate ( Prime Time Mon-Fri- 5pm-12 am ) .....	87.15	
Special Event Rate ( tournaments ) .....	89.25	
Adult Rate ( Non-prime time ) .....	87.15	
Adult Rate ( Prime Time Mon-Fri 5 p.m.-12a.m.).....	126.00	
Out of Town rentals ( youth or adult ) .....	126.00	
Schools Boards .....	55.65	
Shinny Hockey Adult Daily Fee .....	6.20	
Shinny Hockey – 10 Tickets .....	55.75	
Summer Floor Rate – Youth.....	55.80	
Summer Floor Rate - Adult.....	54.60	
Arena Floor – Weekend Events (Fri-Sun).....	1,500.00	
Arena Floor – Alcohol Event.....	1,000.00	
Arena Floor – Non-Alcohol Events .....	Hourly Floor Rate plus set-up and clean-up	

**Advertising**

Rink Board ( first time new sign – 1 year ) .....	450.00	
Renewal of existing board ( 1 year ) .....	200.00	
Renewal of existing board ( 3 years ) .....	500.00	
Olympia Ice Resurfacers( 3 year contract ) .....	725.00	season
ArenaWallSpace ( 2' x 4' ) .....	50.00	
ArenaWall Space ( 4' x 4' ) .....	80.00	
ArenaWall Space ( 4'x8' ) .....	125.00	

**Public Skating**

Youth - Single .....	2.65	
Youth - 10 tickets.....	23.89	
Youth - 1 season membership.....	84.00	
Student - Single .....	3.32	
Student – 10 tickets .....	29.86	
Student - 1 season membership.....	94.50	
Adult - Single .....	3.76	2.65
Adult - 10 tickets .....	33.84	23.89
Adult - 1 season membership .....	115.50	80.85
Family - Single.....	8.63	
Family - 10 tickets .....	77.66	
Family - 1 season membership.....	136.50	

**PARKS & REC - CIVIC CENTRE**

**Price (\$)**

**Theatre**

Theatre Auditorium (Local) .....	640.00
2 day booking - for second show .....	320.00
Out of Town External Bookings .....	755.00
Presentations / Seminars / Conferences (3 hours) .....	375.00
Presentations / Seminars – Full Day .....	495.00
Rehearsals/ <b>Non Profit Theatre Groups ONLY</b> .....	N/C ... <b><u>Max of 3 rehearsals ONLY.</u></b>
Thereafter the \$40.80 p/rehearsal rate will apply.	
Rehearsals (3 hours min. each additional hour X \$13.60) .....	40.80
School Rentals .....	53.00 .....
Electrician & Permit (if direct hook-up is required) .....	Going Rate

**Sound / Lighting Honorariums & Seat Removals**

Rehearsals / Sound checks (2 technicians) .....	60.00
Rehearsals / Sound checks (out of town External Bookings) x 2 .....	70.00
Shows (2 Technicians) .....	110.00
Shows (out of town External Bookings) 2 Technicians .....	140.00
Seating per row (removal and installation) .....	110.00

**Room / Equipment Rentals**

Piano Rental .....	165.00
Theatre lobby, courtyard or parking lot .....	110.00
Welcome Centre Lobby .....	75.00
Main Floor Meeting Room (per day fee) .....	150.00
Main Floor Meeting Room (3 hr. min, ea add. Hr \$13.60) .....	40.80
Main Floor Meeting Room / Schools (3 hr. min, ea add. hr \$8.50) .....	25.00
3 <sup>rd</sup> Floor Boardroom (3 hr. min, ea. add. hr \$13.60) .....	40.80
Vacant office space (3 hour minimum) .....	40.80
Dressing Rooms (2-3 hour meetings) .....	20.00

**Advertising**

Sign Advertising Electronic (out of town External Bookings) / week 54.00

**Exhibitions**

**Grid Wall Panel Rentals:**

Daily .....	10.00	.....8 panels
.....	15.00	.....16 panels
Weekly .....	20.00	.....8 panels
.....	25.00	.....16 panels
Monthly .....	50.00	.....8 panels
.....	65.00	.....16 panels

**Leases**

Regular Rate / square foot ..... 14.87  
Non-Profit Arts / culture groups / unit..... 156.00

**Front of Building Signage Rental**

Front Building Signage Rental .....50.00 ..... annually

**Photocopies**

Single sided (b&w).....0.25 .....per copy  
Double sided (b&w) .....0.40 .....per copy

*\*All fees are plus HST, other than Technicians Honorariums*

**ANIMAL CONTROL**

**Tags**

Regular Dog .....	\$ 80.00
Regular Dog tag BEFORE deadline .....	\$ 40.00
Spayed/Neutered Dog .....	\$ 35.00
Spayed/Neutered Dog tag BEFORE deadline .....	\$ 20.00
Regular Cat .....	\$ 60.00
Regular Cat BEFORE deadline .....	\$ 30.00
Spayed/neutered Cat.....	\$ 25.00
Spayed/neutered Cat BEFORE deadline .....	\$ 15.00
Transfer of License.....	\$ 5.00

**Animal Shelter Fees**

Loose pet.....	\$ 60.00
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The deadline for purchase of dog tags is January 15th.

A letter or bill from a veterinarian that clearly identifies the animal and that it is spayed/neutered must be provided to get the lower rate.

Every applicant for a license who becomes the new owner of a dog or cat after January 15th of the current year, shall pay the Regular Fee (BEFORE deadline fee).



<b><u>TRANSIT</u></b>	<b>Price (\$)</b>	<b>AccessCard (\$)</b>	<b>Senior (\$)</b>
Cash Fare – Tax Included .....	2.50	2.25	2.25
Cash Fare - Student - Tax Included .....	2.25		
Tickets - (book of 12).....	24.00		
MonthlyPass - Adult.....	62.00	40.00	52.00
MonthlyPass – Student .....	52.00	40.00	
Specialized Transit (Handi-Transit) .....	2.25		

**FIRE DEPARTMENT**

Air Bottle Refills .....	\$ 7.00
Ann. Business Fire Prev. Inspection 2nd re-inspection .....	\$ 75.00
Ann. Business Fire Prev. Inspection 3rd re-inspection .....	\$ 150.00
Ann. Business Fire Prev. Inspection 4th re-inspection .....	\$ 300.00
Call Answer .....	\$ 125.00
Elevator rescue.....	\$ 125.00
False Alarm/Failure to Notify .....	\$ 500.00
Fire Extinguisher Training.....	\$ 10.00
Fire Reports.....	\$ 75.00
File Search .....	\$ 75.00
Inspections (Private & Commercial) .....	\$ 75.00

**Explanations**

Air Bottle Refills: per bottle

Call Answer: per year for each direct emergency telephone monitored.

Elevator Rescue: per response regardless of whether or not the person(s) are out upon arrival of fire department.

False Alarms General: \$Cost to a maximum of \$500. After two false alarms caused by controllable factors within a three month period, the cost of the response to be charged back to the owner. Owner as defined by the Fire Code.

False Alarms Caused by Contractors: \$Cost to a maximum of \$500. The cost of the response will be charged back to the contractor at the discretion of the Fire Chief.

Fire Extinguisher Training: \$10 per person. Students are not charged.

Fire Reports: As requested by business professional; private citizens are not charged if the report is for their property.

All requests must be provided in writing.

File Search: As requested by business professional; lawyers in real estate closing, etc. All requests must be provided in writing.

Inspections: As requested by business professionals; lawyers in real estate closing, etc. All requests must be provided in writing along with written permission from the owner. No charge for private homeowners.

**GENERAL FEES**

Duplicate Tax Receipt .....	\$ 21.00
Duplicate Water Receipt.....	\$ 10.50
Late Interest Charges per month .....	1.25%
NSF fee .....	\$ 40.00
Tax Certificate .....	\$ 65.00
Water Certificate.....	\$ 15.00
Commissioners Signature .....	See Schedule "F"
Copies & Faxes .....	See Schedule "F"

**CLERKS DEPARTMENT**

**REPRODUCTION / PHOTOCOPYING FEES**

Photocopying for the first 10 pages of a document (per page) .....	\$ .75
And for subsequent pages of the same document (per page) .....	\$ .25
Photocopying on 11X17 paper (per page) .....	\$ 1.00
Photocopying of public records from the meetings of Council for the use of local media representatives.. .....	No charge
Facsimile – transmitted (per page) .....	\$ 2.00
Facsimile – received (per page) .....	\$ 1.00
Computer text/graphics for the first 10 pages of a document (per page) .....	\$ .75
And for subsequent pages of the same document (per page) .....	\$ .25
Colour photocopies or computer text/graphics (per page) .....	\$ 1.15
Zoning By-law .....	\$ 31.50
Official Plan .....	\$ 55.00

**Other Fees**

Affidavit/Commissioning (one page document) .....	\$ 5.30
Affidavit/Commissioning (multiple page document) .....	\$ 10.65
Certified true copy .....	\$ 5.30
Marriage License .....	\$ 130.00
Issue Burial Permit .....	\$ 20.00

**Meeting Room Rentals**

Outside organizations - full day .....	\$ 100.00
Outside organizations - half day or evening .....	\$ 50.00
Non-profit Community Groups - full day .....	\$ 20.00
Non-profit Community Groups - half day or evening.....	\$ 10.00
Government - full day .....	\$ 50.00
Government - half day or evening .....	\$ 25.00
Municipal Purposes .....	n/a

Priority given to booking for Municipal purposes. Other bookings will not be accepted until one week before the proposed meeting date and provided other facilities are either unavailable or unsuitable. Other bookings will not be accepted if two other rooms are reserved simultaneously.

Evening meetings will not be scheduled unless it is attended by municipal staff or Council member who is a member of the organization or committee and their attendance is required as part of their normal responsibilities.

**PLANNING RELATED MATTERS**

**Type of Application**

Zoning By-law Amendment .....	\$ 745.00
Official Plan Amendment.....	\$ 745.00
Plan of Subdivision .....	\$ 1,065.00
Zoning By-law and Official Plan Amendment .....	\$ 1,065.00
Zoning By-Law Amendment and Plan of Subdivision .....	\$ 1,065.00
Official Plan Amendment and Plan of Subdivision.....	\$ 1,065.00
Site Plan Approval Application.....	\$ 165.00
Site Plan Control agreement.....letter(s) of credit +	\$ 1.00
Committee of Adjustment (applications for consent or minor variance) .....	\$ 355.00
Removal of Part lot Control.....	\$ 320.00
Validation Certificate.....	\$ 320.00
Encroachment Agreement.....	\$ 320.00
Property compliance letter .....	\$ 80.00
Site plan Compliance letter.....	\$ 80.00
Zoning Compliance letter.....	\$ 30.00
Any other planning application not specified above.....	\$ 110.00

**Note**

If any of the applications involve a hearing before the Ontario Municipal Board and the Applicant's interest is adverse to that of the City, an additional fee will be required to process the matter and forward material to the OMB. The City will not take any position if the fee is not paid. The amount to be determined by Council based on the anticipated costs of the municipality (\$7,000).

**LANDFILL TIPPING FEES**

Household, Construction, and Demolition and Bulk Materials will be charged@..... \$60.<sup>00</sup> per tonne plus HST.  
Minimum fee .....\$5.<sup>00</sup> plus HST  
Contaminated cover material (site remediation material)..... \$225.<sup>00</sup> plus HST per load  
Appliances (Freon units must be drained and tagged)..... no charge  
Scrap metal (sorted) .....no charge  
Grass clippings and light yard trimmings (**not** including tree branches, trees, or roots)..... no charge

Residential Household waste will be accepted at no charge with a **three garbage bag limit** per visit.

**Volumetric Fees** (used in the event that weigh scales are off-line)

Minimum (Car/Van/SUV) .....\$5.<sup>00</sup>  
Small Utility Trailer or small pickup truck (approx. ½ cubic meter)..... \$10.<sup>00</sup>  
Full Size Half Ton Truck or Equivalent (approx. 1 cubic meter).....\$20.<sup>00</sup>  
Single Axle Truck, commercial trailer, or Equivalent (approx. 4 cubic meters) ..... \$75.<sup>00</sup>  
Tandem Axle Truck or Equivalent (approx. 12 cubic meters).....\$225.<sup>00</sup>

**All fees will have HST added.**

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

***B*Y-LAW NO. 15-18**

Being a by-law to authorize the entering into of an agreement for the operation of the Welcome Centre at the Lester B. Pearson Civic Centre.

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

1. **THAT** the Corporation enter into an agreement with The Elliot Lake and District Chamber of Commerce with respect to providing services for the running the Welcome Centre at the Lester B. Pearson Civic Centre, a copy of which agreement is attached hereto as Schedule "A" and forms part of this by-law.
  
2. **THAT** the Mayor and 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 23<sup>rd</sup> day of March, 2015.

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**MAYOR**

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**CITY CLERK**

This Agreement Dated this 1st day of April 2015

Between:

THE CORPORATION OF THE CITY OF ELLIOT LAKE

The "City"

And

ELLIOT LAKE AND DISTRICT CHAMBER OF COMMERCE

The "Chamber"

WHEREAS:

- A. The City is involved in a number of activities designed to foster and assist the business community through the promotion of tourism, communication and networking;
- B. And whereas the Chamber has the ability and willingness to assist the City with the delivery of these activities;
- C. And whereas by this Agreement the parties wish to formalize their agreement in this respect;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

**Term and Termination**

- 1. The term of this agreement shall be for three years, commencing on April 1, 2015. The parties agree that there will be an option to renew the agreement for an additional 2 years and that the Chamber provide the City notice of its intention to do so no later than 3 months prior to the expiration of the agreement.
- 2. This agreement may be terminated by either party on 90 days written notice, ending on the last day of a calendar month.
- 3. Where the City chooses to terminate the agreement without notice, it may do so upon resolution, and upon paying three months of fees, taxes and disbursements as set out in this agreement.
- 4. The parties agree that issues arising from any perceived under performance by the Chamber of its obligations set out in this agreement will be negotiated between them through the offices of the Chief Administrative Officer or appointed designate on behalf of the City and the General Manager or appointed designate on behalf of the Chamber, with a view to identifying and remedying concerns in advance of giving notice, where possible.



**Obligations of the Chamber**

- 5. The obligation of the Chamber under this agreement is the operation of the Welcome Centre.

**Welcome Centre Operation**

- 6. The Chamber shall be responsible for the day to day running of the Welcome Centre, including its staffing and ongoing operating expenses, except as set out herein. The Chamber shall be the employer of the employees required to fulfill its obligations under this Agreement, and in no manner whatsoever is it the agent of the City in any of its actions.
- 7. The Chamber shall be responsible for office lease space costs according to the lease agreement with the City of Elliot Lake. In the event that the lease agreement is terminated, this service agreement will also be terminated according to the Term and Termination provisions (1, 2, 3 and 4) of this agreement.
- 8. The City shall be responsible for the supply of promotional material, including the cost of postage for mailing same in approved campaigns, and the telephone costs for the local Welcome Centre line and the 1-800 number for the Welcome Centre. The Chamber will be responsible for the cost of a dedicated phone line.
- 9. The Welcome Centre shall be staffed and open continuously according to the following schedule

<b>Periods</b>	<b>Mon to Fri</b>	<b>Saturday</b>	<b>Sunday</b>
a. Jan 1 - May 15 Sept. 1 – Dec. 31	1p.m. to 5 p.m.	10 a.m. to 3 p.m.	Closed
b. May 16 to June 30	9 a.m. to 5 p.m.	9 a.m. to 5 p.m.	9 a.m. to 5 p.m.
c. July 1- August 31	9 a.m. to 6:30 p.m.	9 a.m. to 6:30 p.m.	9 a.m. to 6:30 p.m.

The Centre shall be open over the lunch period and on all statutory holidays during periods (b) and (c) and will be closed for statutory holidays and from closing on December 24 to New Year’s Day, inclusive.

- 10. The Chamber shall operate the Welcome Centre according to the activities set out in Appendix A to this agreement.
- 11. The City’s office equipment presently being used for the Welcome Centre operations shall remain in place for the duration of this contract. The Chamber shall be entitled to use the said equipment, but title to same shall remain with the


City. The Chamber shall be responsible for all supplies for, and maintenance and replacement of this equipment, but it shall maintain ownership of any equipment purchased by it.

**Funding**


12. The City shall pay to the Chamber for its services pursuant to this agreement the quarterly sum of \$10,101 plus applicable taxes, at the beginning of each quarter, for the first (1<sup>st</sup>) year of the term and in the adjusted amounts (referenced in 13) for the second and third year of the term.
13. The annual fee for service will increase by the amount of the Consumer Price Index for Northern Ontario provided by Statistics Canada, reviewed annually in March of 2016 and 2017.
14. Should there be a change in minimum wage during the term of the agreement, the Chamber may request that the City review the impact of the change and consider an adjustment to the annual payment.

Dated at Elliot Lake, Ontario this 15 day of March, 2015

Elliot Lake and District  
Chamber of Commerce  
Per:



President



General Manager

The Corporation of the City  
of Elliot Lake  
Per:

\_\_\_\_\_  
Dan Marchisella, Mayor

\_\_\_\_\_  
Lesley Sprague, Clerk

**Schedule A: Elliot Lake Welcome Centre Duties and Responsibilities**

- Provide administrative and/or tourism information to all persons contacting the Welcome Centre (phone, email, in person)
- Respond to all inquiries in a timely fashion
- Maintain data base to track all inquiries, visitor information surveys
- Assist tourists and the general public by providing information related to:
  - Local tourist attractions and facilities
  - Community and artistic events
  - Recreational facilities/activities
  - General tourism information
  - Local accommodations and restaurant services
  - Regional tourism events and activities
- Direct visitors to appropriate businesses and/or services based on inquiries
- Sale of ATV & Snowmobile Passes
- Box Office for community events (including but not limited to Elliot Lake Entertainment Series, Drag Race, Fish Derby, etc.)
- Sale of City Bus Passes
- Wild Cat Season Passes
- Simpson Trailer Park campsite bookings & collection of fees
- Information Packages – compile and distribute information packages (hard copies, electronically) to visitors, community groups and organizations
- Sell merchandise as designated by the Manager of Recreation and Culture – maps, guides, booklets etc.
- Source daily information on ATV and Snowmobile trail conditions
- Maintain and update an information binder related to community projects or activities
- Maintain adequate stock for information packages
- General Inquiries
- Keeping up to date with community events and activities

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

**B**Y-LAW NO. 15-19

Being a by-law to authorize the entering into of a lease agreement with Elliot Lake and District Chamber of Commerce with respect to the space occupied at the Lester B. Pearson Civic Centre.

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

1. **THAT** the Corporation of the City of Elliot Lake lease certain premises located at the Lester B. Pearson Civic Centre to the Elliot Lake and District Chamber of Commerce according to 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 23<sup>rd</sup> day of March, 2015.

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**MAYOR**

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**CITY CLERK**

**THIS LEASE, made in duplicate this 1st day of April, 2015**

**BETWEEN:**

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

OF THE FIRST PART,

- and -

**ELLIOT LAKE AND DISTRICT CHAMBER OF COMMERCE**  
(hereafter called the "Tenant")

OF THE SECOND PART

WHEREAS, the Landlord is the manager of certain lands known as the Lester B. Pearson Civic Centre in the City of Elliot Lake.

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 GRANT**

The Landlord hereby leases to the Tenant on the terms and conditions contained herein, the lands outlined with crosshatched lines on Schedule "A" attached hereto and forming part of this lease and more particularly described as measuring approximately 498 square feet together with common areas outlined with parallel lines as shown on Schedule "A".

**2.0 TERM**

The term of the lease shall commence the first day of April, 2015 and shall end the thirty first day of March, 2017, provided that the tenant shall provide six (6) months notice in writing of its intention to negotiate a further term failing which the Landlord shall be at liberty to make alternate lease agreements. In the event the service agreement dated April 1, 2015 between the Elliot Lake and District Chamber of Commerce and The Corporation of the City of Elliot Lake is terminated, then this lease may be terminated within 90 days notice by the tenant.

### **3.0 RENT**

The Tenant shall pay to the Landlord as rent the sum of six hundred and seventeen dollars (\$617) plus applicable taxes per calendar month on or before the first day of each calendar month for which this Lease is in effect.

### **4.0 TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows:

- a) Rent – to pay when due.
- b) Use – to use the leased premises for absolutely no other purpose other than to manage and operate the Elliot Lake and District Chamber of Commerce and Welcome Centre.
- c) Tenant-Like Conduct – To use the leased premises in a tenant-like manner and to maintain and keep the leased premises in a clean and uncluttered state.
- d) Nuisance – Not to do or permit to be done on the leased premises anything which may be deemed to be offensive or result in a nuisance or annoyance to the Landlord.
- e) Repair – That the Landlord may enter and view the state of repair during normal operating hours and the Tenant shall repair according to notice in writing, reasonable wear and tear and damage by fire and lightening and tempest only excepted.
- f) Improvement – The Tenant shall have the right to make improvements without compensation to the leased premises, provided that all such improvements do not contravene any Municipal by-law and provided further, that such improvements have been approved by the Landlord.
- g) Assigning and Subletting – The Tenant shall not have the right to assign this Lease or to sublet the whole or any part of the leased premises without the consent in writing of the Landlord to such subletting or assignment.
- h) Indemnity – To save the Landlord harmless and indemnify the Landlord and each of its officers, servants and agents from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Landlord, its officers, servants or agents by reason of or on account of the Tenant's use and/or occupation of

the leased premises or by execution of the lease and to provide proof of insurance if requested by the Landlord.

- i) Termination of Lease – Upon termination of this Lease, to immediately remove all possessions and fixtures and leave the leased premises herein in a clean and uncluttered condition satisfactory to the Landlord, provided that improvements made by the Tenant to the walls, ceilings and floor, shall not be removed.

## **5.0 LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant as follows:

- a) Quiet Enjoyment – The Landlord covenants with the Tenant for quiet enjoyment of the leased premises.
- b) Utilities and Taxes – The Landlord covenants with the Tenant to pay all property taxes and utilities including heat, electricity, and water.
- c) Cleaning – to keep the common areas clean and well lit.
- d) Signage – The Landlord covenants with the Tenant to accommodate their reasonable requirements for internal and external signage.
- e) Security – The Landlord covenants with the Tenant to accommodate their reasonable security requirements.
- f) Hours of Operation – The Landlord covenants with the Tenant to accommodate their reasonable hours of operation.

## **6.0 PROVISIONS**

- a) Re-entry – Provided that the Landlord may re-enter the leased premises for non-payment of rent or for the non-performance of covenants.
- b) Removal of Fixtures – Provided that the Tenant is not in default hereunder and has complied with all the terms and covenants contained herein, the Tenant shall have the right to remove his fixtures, provided that such removal can be made without damage to the leased premises.
- c) Default – Provided that any breach or non-performance of the covenants herein shall at the option of the Landlord, operate to render this Lease null and void.
- d) Overholding – Provided that if the Tenant shall remain on the leased premises after the expiration of the term, he shall be deemed to do so as a monthly tenant only and shall vacate the premises upon 60 days notice in writing.

**7.0 PARAGRAPH HEADINGS**

The paragraph headings in this Lease are for convenience only and shall not be construed to affect the meaning of the paragraphs so headed.

**8.0 BINDING EFFECT**

This Agreement supersedes any agreement, verbal or otherwise between the Landlord and the Tenant with respect to the premises herein and shall enure to the benefit of and be binding upon their heirs, executors, administrators, successors and assigns of the parties hereto.

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**ELLIOT LAKE AND DISTRICT CHAMBER OF COMMERCE**

  
\_\_\_\_\_

Tenant: Todd Stencill, General Manager

  
\_\_\_\_\_

Tenant: Mike Tasse, President

March 10, 2015.  
\_\_\_\_\_  
Date



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

***B*Y-LAW NO. 15-20**

Being a by-law to authorize an Agreement between the City of Elliot Lake and the Minister of Agriculture Food and Rural Affairs for funding with respect to the Elliot Lake Public Library project.

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

1.           **THAT** the Corporation of the City of Elliot Lake enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture Food and Rural Affairs to extend the End of Financial Assistance Date with respect to the Infrastructure Funding Contribution Agreement OCI-030 for funding assistance to be applied to the Elliot Lake Public Library Project, a copy of which agreement is attached hereto as Schedule "A" and forms part of this by-law.
  
2.           **THAT** the Mayor together with the Clerk of the Corporation are hereby authorized and directed to execute the agreement on behalf of the Corporation under the corporate seal.

**PASSED** this 23<sup>rd</sup> day of March, 2015.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**AMENDING AGREEMENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,  
as represented by the Minister of Agriculture, Food and Rural Affairs**

**(“Ontario”)**

- and -

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

**(the “Recipient”)**

**WHEREAS** the Parties wish to vary, amend or revoke certain provisions of the Agreement between the Parties effective March 28, 2013 (“the **Agreement**”) as set forth in this amending agreement (“**Amending Agreement**”);

**NOW THEREFORE**, pursuant to section 23.11 of the Agreement and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree to vary, amend or revoke certain provisions of the Agreement as follows:

- 1. **Schedule “B” – Part B.2** is set aside and replaced with the following:

**Part B.2 – End of Financial Assistance Date:**

The End of Financial Assistance Date for this Project shall be July 31, 2016.

The Parties further agree that:

Any capitalized term used in this Amending Agreement but not defined herein shall have the same meaning given to it in the Agreement;

The above amendments shall come into effect on the day that Ontario signs this Amending Agreement;

The Agreement continues as a valid and binding agreement, subject only to this Amending Agreement, and that all other terms and conditions of the Agreement apply *mutatis mutandis*; and

This Amending Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

[Rest of This Page Intentionally Left Blank]

**IN WITNESS WHEREOF** Ontario and the Recipient have respectively executed this Amending Agreement as of the dates indicated below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Agriculture, Food and Rural Affairs

by:

\_\_\_\_\_  
Name: George Borovilos

\_\_\_\_\_  
Date

Title: Assistant Deputy Minister (A), Economic Development Division

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

**BY:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

Title: Mayor

by:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

Title: City Clerk

I/we have authority to bind the Recipient.