

CITY OF ELLIOT LAKE



CITY COUNCIL -SPECIAL MEETING
AGENDA

Wednesday, March 22, 2023

6:00 pm

Hybrid Meeting (zoom/chambers)

Pages

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

6.1 Report from the Director of Recreation and Culture

re: 2023 Street Dance Artist

As this matter deals with third party confidential information supplied to the municipality in confidence, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of person's or organization, it may be discussed in closed session as per Section 239(2)(i) of the Municipal Act

6.2 Update from City Solicitor - Aird & Berlis, LLP

re: Litigation Updates

Presenters John Mascarin and John Pappas

As this matter deals with litigation or potential litigation as well as advice that is subject to solicitor client privilege, it may be discussed in closed session as per Section 239(2)(d) &(f) of the Municipal Act

6.3 REPORT FROM THE Director of Recreation and Culture

Re: New Horizons for Seniors Programs Grant Agreement

7. NOTICES OF MOTION
8. OTHER BUSINESS

9. CLOSED SESSION BUSINESS

10. BY-LAWS

10.1 By-Law 23-26

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Being a by-law to authorize the entering into of an Agreement with His Majesty the King as represented by The Minister of Employment and Social Development with respect to the New Horizons for Seniors Program Grant.

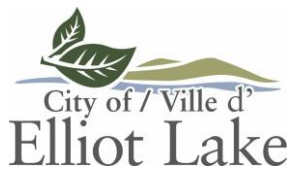
11. CONFIRMATORY BY-LAW

11.1 By-Law 23-27

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Being a by-law to confirm the proceedings of Council at it's meeting held on Wednesday, March 22nd, 2023

12. ADJOURNMENT



STAFF REPORT

REPORT FROM THE DIRECTOR OF RECREATION AND CULTURE

Re: New Horizons for Seniors Programs Grant Agreement

RECOMMENDATION

THAT the report of the Director of Recreation and Culture be received;

AND THAT Council agrees to enter into an agreement with the Ministry of Employment and Social Development for the New Horizons for Seniors Program grant;

AND THAT the appropriate bylaw be executed to effect this decision.

BACKGROUND

In October 2022, staff applied for the New Horizons for Seniors Program federal grant for \$25,000 (the maximum amount). This federal grant supports community-based projects that empower seniors in their communities and contribute to improving their health and well-being. The funding is offered under the Employment and Social Development Canada department that works to improve the standard of living and quality of life for all Canadians.

ANALYSIS

The City of Elliot Lake was successful in receiving \$22,334 to fund the Elliot Lake Wellness Program for Seniors. These funds will be used to host programs, cover facility rental fees, purchase equipment for programs and pay for instructors and speakers for some of the programs. The City of Elliot Lake will work with community partners and senior organizations to execute and plan the programs. Our goal is to offer several different programs/activities for seniors that are free of charge that help increase their social, psychological and physical well-being. We intend to help fund senior hockey, pickleball, baseball, fitness classes and other activities throughout the next year.

FINANCIAL IMPACT

The City of Elliot Lake was successful in receiving \$22,334 from the New Horizons for Seniors Program grant. This is a 100% grant. In order to ensure the success of the programs and events offered to the seniors in the community, some in-kind donations in staff time and resources will be contributed from the City of Elliot Lake.

LINKS TO STRATEGIC PLAN

This project aligns with the City's Strategic Plan through increasing health and community wellness in the community, more specifically, our senior population.

SUMMARY

This is a great opportunity to use the funds provided by the federal government to develop, offer and expand our programs in the community for seniors. This funding will assist us in contributing towards increasing the social, psychological and physical well-being of the seniors in our community by using the facilities and resources that we have in Elliot Lake.



Articles of Agreement

Between

His Majesty the King in Right of Canada

And

The Corporation of The City of Elliot Lake

Now, therefore, the Parties agree as follows:

1.0 Agreement

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures



2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

Eligible Expenditures

Fiscal Year

Grant

Project

Project Period

Working Day

3.0 Effective Date and duration

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 Payment of the Grant

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 Reduction or Termination of Funding

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.



8.0 Recipient Declarations

8.1 The Recipient

Lobbying Act (R.S.C., 1985, c. 44 (4th Supp.))

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

10.0 Inquiry by the Auditor General of Canada

Auditor General Act (R.S.C., 1985, c. A-17)

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

recognizes



Termination for Default

14.1 (1) The following constitute Events of Default:

- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



Interest and Administrative Charges Regulations (SOR/96-188) Financial Administration Act (R.S.C., 1985, c. F-11)

16.0 Indemnification

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 Relationship between the Parties and Non-Liability of Canada

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

Conflict of Interest Act (S.C. 2006, c. 9, s. 2) the Values and Ethics Code for the Public Sector

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

Government

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

Access

Access to Information Act (R.S.C., 1985, c. A-1)

21.0 Proactive Disclosure

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 Notices

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

Assignment

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 Successors and Assigns

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 Compliance with Laws

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 Amendment

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 Unincorporated Association

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 Communication with the Public

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 Agreement without Prejudice [clause applicable only in Québec]

An Act respecting the Ministère du Conseil exécutif

Section C Schedule A - Project Description and Signatures (to be completed by ESDC)	
018825877	
Elliot Lake Wellness Program for Seniors	
New Horizons for Seniors Program	
This Application is:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Grant Amount:	



25000

22334

Project description and Budget adjustments:

Activities:

Activities and Timelines:

From 2023/03/30 to 2024/03/29, the organization will: • Plan and organize activities. • Assist with marketing, insurance and booking efforts. • Select speakers,

Budget:

Expenditures include: • Staff Wages & MERCs: \$5,584 for instructors, umpire/officials and clinic instructor • Project Costs: o Equipment: \$6,500 – Balance beams, yoga mats, pickle ball nets and paddles and supplies o Technology: \$2,250 – iPad and project screen o Facility Rental: \$8,000 – Baseball fields, ice

Other Conditions:

Does not apply to this project

Specific Obligations Related to the Project:

i.e.: publication or research, or other tool printed or published in both languages.

Does not apply to this project

Project Period:

2023/03/30

2024/03/29

Payment Method:

1

st 22334

st 2023/03/30

Canada signing authority on behalf of the Minister of Employment and Social Development

Canada

Date (yyyy-mm-dd)



For the Recipient (to be completed by the recipient)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY-LAW NO. 23-26

Being a by-law to authorize the entering into of an Agreement with His Majesty the King as represented by The Minister of Employment and Social Development with respect to the New Horizons for Seniors Program Grant.

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

- 1. THAT** the Corporation enter into an Agreement with His Majesty the King as represented by The Minister of Employment and Social Development with respect to the New Horizons for Seniors Program Grant, a copy of which Agreement is attached hereto as Schedule "A" and forms part of this by-law;
- 2. THAT** the Acting Mayor together with the City Clerk of the Corporation are hereby authorized and directed to execute the Agreement on behalf of the Corporation under the corporate seal.

PASSED this 22nd day of March, 2023.

ACTING MAYOR

A. WANNAN

CITY CLERK

N. BRAY

THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY-LAW NO. 23-27

Being a By-Law to Confirm the Proceedings of Council at its Meeting held on Wednesday, March 22nd, 2023.

WHEREAS the Council of The Corporation of the City of Elliot Lake has held a Special Council Meeting on Wednesday, March 22nd, 2023 and seeks to confirm all of its actions;

NOW THEREFORE the Council of The Corporation of the City of Elliot Lake hereby enacts as follows:

1. **THAT** all of the actions of Council at its special meeting held on Wednesday, March 22nd, 2023 in respect of each recommendation contained in all Report and in respect of each motion, resolution and other action passed and taken by the Council at its said meeting is hereby adopted, ratified and confirmed.
2. **THAT** the Mayor and appropriate officials of the Corporation are hereby authorized and directed to do all things necessary to give effect of each of the said actions, motions and resolutions or to obtain approvals where required.
3. **THAT** except where otherwise provided, all documents required to be signed on behalf of the Corporation shall be signed by the Mayor or by the Acting Mayor and by the City Clerk, and the City Clerk is hereby authorized and directed to affix the seal of the Corporation to all such documents.
4. **THAT** this By-law, to the extent to which it provides authority for or constitutes the exercise of the Council of its powers to proceed with, or to provide any money for any undertaking, work, project, scheme, act, matter or thing which requires an approval in addition to the approval of Council, shall not take effect until the additional approval has been obtained.
5. **THAT** this By-law shall come into force and take effect on the date of its passing.

PASSED this 22nd day of March, 2023.

ACTING MAYOR
A. WANNAN

CITY CLERK
N. BRAY