



RECREATION AND CULTURE STANDING COMMITTEE
AGENDA

Monday, June 5, 2023, 5:30 pm
Hybrid Meeting (zoom/chambers)

Pages

1. CALL TO ORDER
2. ROLL CALL
3. DECLARATION OF CONFLICT OF INTEREST
4. MINUTES OF THE PREVIOUS MEETINGS
 - 4.1 April 3, 2023 - Regular 3
5. PUBLIC INPUT SESSION
6. PUBLIC PRESENTATION
7. INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS
 - 7.1 Report from the Director of Recreation and Culture 5
Re: Entering into a Memorandum of Understanding (MOU) with Poutine Feast Ontario Inc.
8. PRESENTATION OF COMMITTEE REPORTS
9. UNFINISHED BUSINESS
10. CORRESPONDENCE
 - 10.1 Gentle Shepherd Church 11
Re: Hosting the 2023 Soapbox Derby
11. ADDENDUM
12. CLOSED SESSION
13. SCHEDULING OF NEXT MEETING

14. ADJOURNMENT



**RECREATION AND CULTURE STANDING COMMITTEE
MEETING MINUTES**

Monday, April 3, 2023
5:30 pm
Hybrid Meeting (zoom/chambers)

Present: R. Bull, Chair
A. Wannan, Member
C. Flintoff, Member
M. Seidel, Councillor
L. Morrissette, Councillor

Resources: D. Gagnon, Chief Administrative Officer
K. Kluge, Director of Recreation & Culture
K. Doyle, Temp. Deputy Clerk

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DECLARATION OF CONFLICT OF INTEREST**
4. **MINUTES OF THE PREVIOUS MEETINGS**

4.1 **March 6, 2023 - Regular**

Res#: 23/23

Moved By: C. Flintoff

Seconded By: A. Wannan

That the minutes of the March 6, 2023 - Regular meeting be adopted.

Carried

5. **PUBLIC INPUT SESSION**
6. **PUBLIC PRESENTATION**
7. **INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS**

7.1 **REPORT FROM THE Director of Recreation and culture**

Re: YMCA Summer Day Camp

Res#: 24/23

Moved By: C. Flintoff

Seconded By: A. Wannan

That the report from the Director of Recreation and Culture is received;

And that this item be forwarded to the next regular scheduled meeting of Council;

And that the committee directs council to make a decision on entering into an agreement with the YMCA regarding them hosting a summer day camp in Elliot Lake.

Carried**8. PRESENTATION OF COMMITTEE REPORTS****9. UNFINISHED BUSINESS****10. CORRESPONDENCE****11. ADDENDUM****12. CLOSED SESSION****13. SCHEDULING OF NEXT MEETING**

The next regular scheduled Recreation and Culture Standing Committee meeting is Monday May 1st at 5:30pm.

14. ADJOURNMENT**Res#: 25/23**

Moved By: A. Wannan

Seconded By: C. Flintoff

That the meeting be adjourned at the hour of 5:47pm.

Carried



STAFF REPORT

REPORT FROM THE DIRECTOR OF RECREATION AND CULTURE

Re: Entering into a Memorandum of Understanding (MOU) with Poutine Feast Ontario Inc.

RECOMMENDATION

That the report from the Director of Recreation and Culture be received;

And that the appropriate by-law be prepared to enter into a Memorandum of Understanding (MOU) between the City of Elliot Lake and Poutine Feast Ontario Inc.

BACKGROUND

Poutine Feast Ontario Inc. is a travelling poutine festival that brings poutine vendor trucks and other refreshment vendors to communities across Ontario. Poutine Feast Ontario Inc. is scheduled to operate in Elliot Lake on the Centennial Arena Parking Lot from Thursday, June 22nd – Sunday, June 25th. They will be setting up their trucks and vendors on Wednesday, June 21st.

ANALYSIS

Please see the attached MOU that outlines the responsibilities of both parties during the time that Poutine Feast is operating on City property. The group will be using the arena for water hook-ups for their vendor trucks and potentially as a power source for tent vendors if needed and available based on the location of the vendor on the site. They will be renting a dumpster and portable washrooms for the event.

FINANCIAL IMPACT

The only financial impact from this MOU would be the cost of electricity (if needed and if available) and the cost of water used over the four days of operation at the Centennial Arena. Additionally, Poutine Feast Ontario Inc. will submit the vendor applications and pay the appropriate vendor fees to the By-Law department.

LINKS TO STRATEGIC PLAN

- N/A

SUMMARY

Staff recommends that Council agrees to approve and sign the MOU between the City of Elliot Lake and Poutine Feast Ontario Inc.

MEMORANDUM OF UNDERSTANDING

Dated this day of , 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE
 (the “City”) OF THE FIRST PART

- and –

POUTINE FEAST ONTARIO INC.
 (“Poutine Feast”) OF THE SECOND PART

RECITALS:

- A.** The Corporation of The City of Elliot Lake (“the City”) is a municipal entity in which owns the land where Poutine Feast Ontario Inc. will hold their event operations;
- B.** Poutine Feast Ontario Inc. is a Canadian travelling poutine festival;
- C.** This agreement sets out that the City of Elliot Lake allow Poutine Feast Ontario Inc. use of the municipally owned lot located at 180 Spruce Ave., Elliot Lake for the purposes of hosting the event vendors;
- D.** In furtherance of the foregoing, The City of Elliot Lake and the Poutine Feast Ontario Inc. indicate their desire to enter into this Memorandum of Understanding to set out the general terms upon which they will work together and collaborate to support the success of ‘Poutine Feast Elliot Lake’.

1. DEFINITIONS

- 1.1 In this Memorandum of Understanding, the following definitions shall apply:
 - (a) “The City of Elliot Lake”, “ The Municipality”, and “The City” all means The Corporation of the City of Elliot Lake;
 - (b) “Poutine Feast Ontario Inc.” means the business entity that will be hosting the poutine feast event within the City of Elliot Lake;

- (c) “Centennial Arena” means a municipally owned lot located at 180 Spruce Ave., Elliot Lake;
- (d) “MOU” means this Memorandum of Understanding, as amended from time to time;

2. SCOPE AND PURPOSE OF MOU

- 2.1 The purpose of this MOU is to formally document and acknowledge the mutual commitment of both The City of Elliot Lake and The Poutine Feast Ontario Inc., in order to develop strong community partnerships and in support of community economic development, diversification and stabilization.
- 2.2 Both The City of Elliot Lake and the Poutine Feast Ontario Inc. agree to work co-operatively with each other and to carry out their respective obligations under the MOU in good faith in order to facilitate the operation of the Poutine Feast event in their respective roles.
- 2.3 The City has indicated that the vendor trucks will line up in the parking lot area of Centennial Arena.

3. TERM

- 3.1 This MOU shall be effective on the date of execution or such other date as mutually agreed upon between The City of Elliot Lake and Poutine Feast Ontario Inc., and shall be in force until either party issues formal written notice of no less than one week (7 days) in advance to the other of its intent to forego the obligations outlined in this MOU.
- 3.2 The duration of this agreement will be from Wednesday June 21st – Monday June 26th. Hours of operation will be as identified on each mobile vendor permit obtained from the City of Elliot Lake’s Building & Municipal Enforcement Department.

4. THE CITY OF ELLIOT LAKE’S OBLIGATIONS

- 4.1 The City agrees that it will work collaboratively and cooperatively with Poutine Feast Ontario Inc. to support the usage of a municipally owned parking lot. Without limiting the generality of the foregoing, The City of Elliot Lake shall:
 - (a) Assist with power source based on site availability;
 - (b) Provide a potable water source (one source, hose hook up to split to vendors at the responsibility of the organizer).

- 4.2 The City also agrees that it will negotiate in good faith and to seek approval from its municipal council for authorization to finalize such further agreements or documents with Poutine Feast Ontario Inc. as may be required in order to fulfil the objectives set out in this MOU.

5. POUTINE FEAST ONTARIO INC.

- 5.1 Poutine Feast Ontario Inc. agrees that it will work collaboratively and cooperatively with The City of Elliot Lake to support the operation of Poutine Feast. Without limiting the generality of the foregoing, Poutine Feast shall:

- (a) Market this event through social media, signage and other venues;
- (b) Ensure all vendors are up to date with all their inspections and get appropriate forms required;
- (c) Ensure and provide proof that all participating vendors for the event have provided the necessary licensing permits as required by the municipality;
- (d) Provide portable washrooms to be located in the centennial arena parking lot;
- (e) Provide a dumpster to remain on the premises for the term of this agreement for the purposes of waste management as a result of the event;
- (f) Work closely with City staff to ensure a smooth and exciting event and to avoid duplication of any kind;
- (g) Provide safe and proper matting to cover electrical cables crossing laneways;
- (h) Ensure all waste as a result of the event is disposed of accordingly on a daily basis and ensure an appropriate number of waste containers are provided per vendor onsite;
- (i) Permit non-food merchants the ability to setup and sell on-site;
- (j) Any advertising initiated by Poutine Feast will be paid for on their end.

- 5.2 Poutine Feast Ontario Inc. agrees to indemnify and save harmless to other party's any property damage done while on site.

- 5.3 As further security for such indemnity Poutine Feast Ontario Inc. shall carry public liability insurance, with an insurer satisfactory to the Treasurer of the Municipality, in an amount not less than Five Million Dollars (\$5,000,000.00) and shall provide to the City Clerk an insurance certificate indicating that the City is an additional insured. Poutine Feast shall provide such proof of insurance as the City may require.

6. NOTICES

6.1 Any written notice given within the 7 days set out in this agreement pursuant to this MOU must be addressed to the Municipalities as follows:

(a) The Corporation of the City of Elliot Lake
45 Hillside Drive North,
Elliot Lake, ON
P5A 1X5

Attention: Chief Administrative Officer

(b) B&P Services
Poutine Feast Ontario Inc.
PO BOX 213 STN MAIN
NAPANE, ON
K7R 3M3

Attention: James Doucet – CEO

6.2 If hand delivered, the notice is effective on the date of delivery; if sent by electronic mail, the notice is effective on the date sent; and if mailed, the notice is deemed to be effective on the fifth business day following the day of mailing.

7. GENERAL

7.1 Notwithstanding the terms and obligations of the Municipalities under this MOU nothing herein shall be intended to operate to in any way fetter the discretion of the Municipalities' respective municipal councils from exercising any of their discretionary powers, duties or authorities at law.

7.2 This MOU shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.

7.3 All provisions of this MOU shall be binding on and operate to the benefit of the Municipalities and their respective successors and permitted assigns and transferees.

7.4 Should any provision(s) of this MOU be found to be void or unenforceable for any reason whatsoever, such provision(s) only shall be expunged and severed from the MOU and the balance of the provisions in the MOU shall remain in full force and effect.

9. BINDING EFFECT

9.1 This agreement supersedes any agreement, verbal or otherwise between the City and Poutine Feast Ontario Inc. with respect to the premises herein and shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Understanding to be duly executed as of the date first written above.

SIGNED, SEALED & DELIVERED

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Mayor

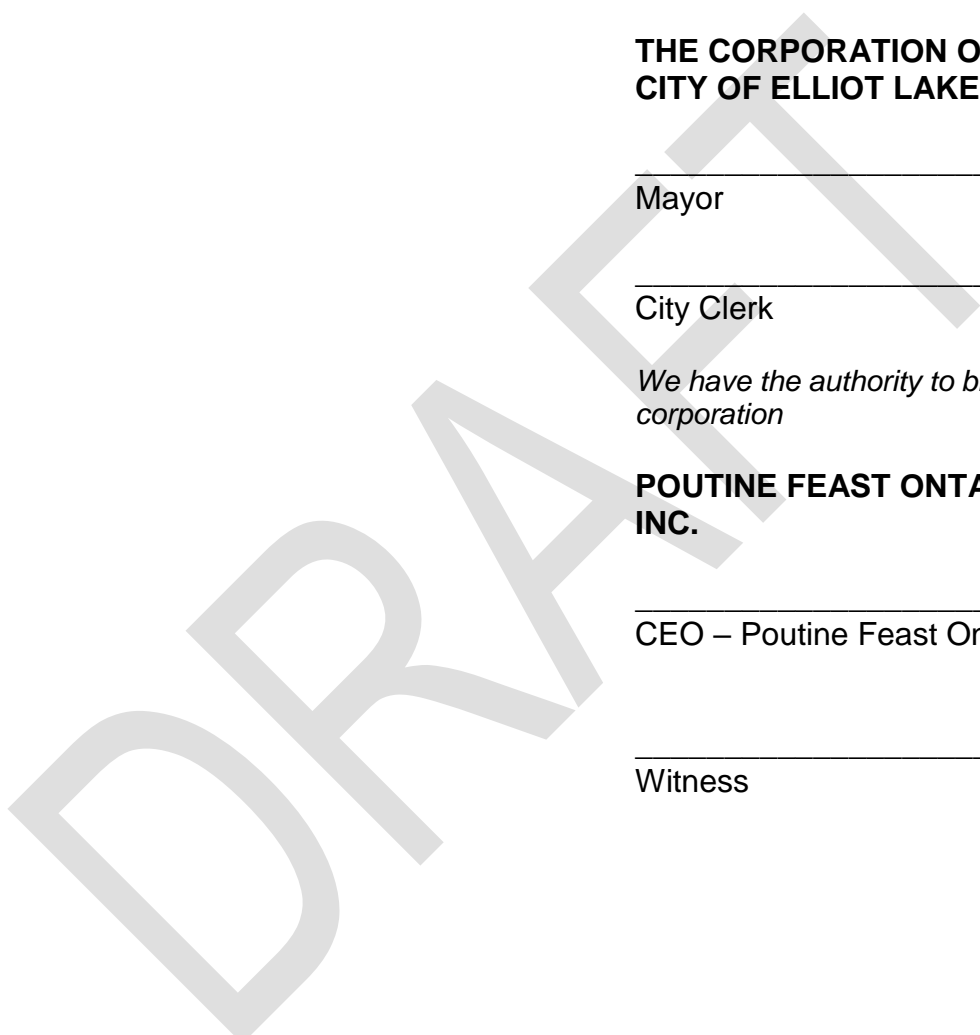
City Clerk

We have the authority to bind the corporation

POUTINE FEAST ONTARIO INC.

CEO – Poutine Feast Ontario Inc.

Witness



GENTLE SHEPHERD CHURCH
3 OTTAWA AVE.
ELLIOT LAKE, ON
P5A 2P1
705-848-8569
Email: the.gentle.shepherd@gmail.com

May 25, 2023

CITY OF ELLIOT LAKE
45 HILLSIDE DR. NORTH
ELLIOT LAKE, ON P5A 1X5

Re: Soapbox Derby

Dear Council,

It is with thankfulness for the success of the Derby and vision for the future that we write you. We are starting to plan for our 6th Soapbox Derby. Gentle Shepherd Church is looking forward to Saturday, July 15th, when we can see joy and delight on the faces of our Elliot Lake children, who participate in this event.

We ask permission to have Lisbon Rd. closed during the derby. We have approached the neighbours and have signed authorization that they are in agreement for this event.

Date: Saturday, July 15, 2023
Time: 8:00am to 3:00pm
Place: Lisbon Rd. Elliot Lake

We truly appreciate your support as in past years. Your donations of hay, barricades, tents and picnic tables help us immensely to reduce costs and bring this free event to the kids. All participants will receive a prize. A free barbeque lunch is also provided for the child and the parent.

We would also like to extend an invitation, to you, to this year's Soapbox Derby. It is the focus of Gentle Shepherd Church to see children engaged in healthy activities in order to help them grow and develop into responsible young adults.

Sincerely,



Carolyn Ross
Soapbox Derby Committee
705-849-7180

ROBERTSON HALL

CERTIFICATE OF INSURANCE

This is to certify to: City of Elliot Lake
 45 Hillside Drive North
 Elliot Lake, Ontario
 P5A 1X5

That policies of Insurance as herein described have been issued to the insured named below and are in force at this date.

Name of Insured: Gentle Shepherd Congregational Christian Church, Trustees of

Address of Insured: 3 Ottawa Ave
 Elliot Lake, Ontario
 P5A 2P1

Insurer: Echelon Insurance and HDI Global Specialty SE (Canada)

Location and Operations to which this Certificate applies:
 RE: Kid's Soap Box Derby held at Lisbon Road, Elliot Lake, Ontario on July 15, 2023.

KIND OF POLICY	LIMITS OF LIABILITY	POLICY NUMBER	EXPIRY DATE
COMMERCIAL GENERAL LIABILITY (EXCEPT AUTOMOBILE) INCLUDING: PRODUCTS/COMPLETED OPERATIONS NON-OWNED AUTOMOBILE LIABILITY PERSONAL INJURY LIABILITY CROSS LIABILITY/SEPARATION OF INSURED TENANTS LEGAL LIABILITY - BROAD FORM SUB-LIMIT, IF ANY \$2,000,000. PER OCCURRENCE RESTRICTIONS (if any): REFER TO POLICY WORDINGS	\$5,000,000. INCLUSIVE LIMIT PER OCCURRENCE/ANNUAL AGGREGATE BODILY INJURY AND PROPERTY DAMAGE COMBINED	CPP980268	October 30, 2023
OTHER	N/A		

ADDITIONAL INSURED: The following name is added to the policy as an Additional Insured, but only with respect to the above noted location and arising out of the Named Insured's operations. The policy limits are not increased by the addition of such Additional Insured beyond those stated in this Certificate.

CITY OF ELLIOT LAKE

NOTE: The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The insurer will endeavor to mail to the holder of this certificate 15 days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

ROBERTSON HALL INSURANCE INC.

per 
 (AUTHORIZED REPRESENTATIVE)

Date: May 16, 2023

Gentle Shepherd Christian Church
3 Ottawa Ave.
Elliot Lake, ON P5A 2P1

Dear Neighbours,

Again this summer, Gentle Shepherd Church is hosting our 6th Annual Soap Box Derby. This is an event for the children between the ages of 5 to 12 years. The date of the event will be on Saturday, July 15th, 2023 between the hours of 8:00am and 3:00pm.

To ensure everyone's safety for this event, we have requested that the races be held on Lisbon Rd. at this location for this day. The races should actually be held just east of all your homes. It is our hope that this will not cause you any difficulty and that you not have any objections to this temporary closure.

We would like to invite all of you to come and enjoy yourselves at these festivities. If you have any children or grandchildren of this age group, we would love to see them register for the races. It should be a fun filled day for the whole family. Please come and join us.

If you do not have any objections to the road closure, please indicate your approval by signing below.

Thank you,
 Soap Box Derby Committee.

- | | | | |
|----|-------------------------|-------------|------------|
| 1. | Ro <i>[Signature]</i> | 96's Bon rd | May 18, 23 |
| | Name | Address | Date |
| 2. | Terry Emerson | 13 LISBON | MAY 18, 23 |
| | Name | Address | Date |
| 3. | Tracey Power | 11 Lisbon | May 22/23 |
| | Name | Address | Date |
| 4. | J. H. Jamieson | 7 Lisbon | May 22/23 |
| | Name | Address | Date |
| 5. | J. M. Maki | 5 Lisbon | MAY 22/23 |
| | Name | Address | Date |
| 6. | Bill <i>[Signature]</i> | 3 Lisbon | 1, 1, 1 |
| | Name | Address | Date |

Should you have any questions with regards to this event, please do not hesitate to call the Church at 705-848-8569. Thank you for your co-operation in this matter.