

CITY OF ELLIOT LAKE



CITY COUNCIL - REGULAR MEETING  
AGENDA

Monday, June 22, 2026

7:00 pm

Hybrid Meeting (zoom/chambers)

Pages

1. CALL TO ORDER
2. ROLL CALL
3. LAND ACKNOWLEDGEMENT
4. APPROVAL OF THE AGENDA
5. DECLARATIONS OF PECUNIARY INTEREST
6. ADOPTION OF MINUTES FROM PREVIOUS MEETING
  - 6.1 June 8, 2026 - Regular 6
7. PUBLIC INPUT SESSION
8. PRESENTATIONS
  - 8.1 Presentation of the 2026 Senior of the Year Award  
Recipient: Mike Marcella
  - 8.2 Presentation from YMCA of Northeast Ontario - Elliot Lake Camp Connect 10  
Presenters:
    - Scott Thomas, General Manager of Camps and Youth Leadership
    - Kendra MacIsaac, Vice President of Health & Wellness
    - Emily McIlroy, Administration Supervisor
9. DELEGATIONS
10. CONSENT AGENDA
  - 10.1 Memo from the Director of Recreation and Culture 19  
Re. Renewal of YMCA MOU

- 10.2 Memo from the Director of Recreation and Culture** 29  
 Re. NOHFC Community Events Contribution Agreement
- 10.3 Memo from the Director of Recreation and Culture** 48  
 Re. Ruben Yli-Juuti Centre Insurance Limitation Period Extension
- 10.4 Report from the Manager of Economic Development** 54  
 Re. Community improvement plan application for KES Equipment Inc  
 At the June 15, 2026 Committee of the Whole Meeting the Following Resolution was passed:  
*That the Report from the Manager of Economic Development dated June 10, 2026 be received; and*  
*That Council approve the Community Improvement Plan application by KES Equipment Inc for the property located at 4 Perini Rd; and*  
*That upon completion of the project and approval of the Chief Building Official, that the funds be transferred from the CIP Reserve.*
- 10.5 Report from the Director of Finance/Treasurer** 57  
 Re. Authorization to Enter into a \$300,000 Visa Credit Limit with TD Canada Trust  
 At the June 15, 2026 Committee of the Whole Meeting the following resolution was passed:  
*That Council authorize the Corporation of the City of Elliot Lake to enter into a \$300,000 Visa Credit Limit with TD Canada Trust (The Toronto-Dominion Bank) to replace the existing credit card facility held with Desjardins Credit Union, priced on TD's applicable schedule of rates; and*  
*That administration be delegated authority to manage and administer the Visa Credit Limit on behalf of the Corporation, consistent with existing practice; and*  
*That the Mayor and Clerk, or any two authorized signing officers as set out in the Corporate Resolution, be authorized to execute all required documentation to give effect to this resolution.*

- 10.6 Report from the Director of Finance/Treasurer** 59
- Re. Authorization to Enter into a \$10,000,000 Operating Line of Credit with TD Canada Trust
- At the June 15, 2026 Committee of the Whole meeting the following resolution was passed:
- That Council authorize the Corporation of the City of Elliot Lake to enter into a \$10,000,000 Operating Line of Credit with TD Canada Trust (The Toronto-Dominion Bank) at a rate of Prime minus 0.75%, repayable on demand with interest payable monthly, to be drawn upon only as required for in-year cash flow or cash management purposes, or upon explicit direction of Council; and*
- That the Mayor and Clerk be authorized to execute all required documentation to give effect to this resolution.*
- 10.7 Report from the Director of Finance/Treasurer** 61
- Re. Authorization to Enter into a \$2,000,000 Revolving Equipment Facility with TD Canada Trust
- At the June 15, 2026 Committee of the Whole meeting the following resolution was passed:
- That Council authorize the Corporation of the City of Elliot Lake to enter into a \$2,000,000 Revolving Equipment Facility with TD Canada Trust (The Toronto-Dominion Bank) for the purpose of financing the purchase of equipment and vehicles, to replace the existing equivalent facility held with the Royal Bank of Canada (RBC), on fixed rates as confirmed at the time of each individual draw, with up to 10-year contractual term, up to 10-year amortization, and 10% annual prepayment permitted on each advance; and*
- That the Mayor and Clerk be authorized to execute all required documentation to give effect to this resolution.*
- 11. INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS**
- 11.1 Memo from the Manager of Economic Development** 64  
Re. FedNor Grant for Economic Development Strategy
- 11.2 Memo from the Manager of Economic Development** 65  
Re. Funding opportunities for the Elliot Lake Airport
- 11.3 Report from the Manager of Environmental Services** 67  
Re. Curbside Garbage Collection Tender Results
- 11.4 Report from the Manager of Environmental Services** 69  
Re. Heat Exchanger Request For Quotation

- 11.5 Report from the Director of Recreation and Culture** 71  
 Re. Jays Care Field of Dreams Grant Agreement

**12. PRESENTATION OF COMMITTEE REPORTS**

- 12.1 Report from the Chief Administrative Officer** 81  
 Re. Rogers Arena Rehabilitation Project – Past, Present and Future

At the June 15, 2026 Committee of the Whole meeting the following resolution was passed:

*That Council receive the report from the Chief Administrative Officer regarding the Rogers Arena Rehabilitation Project – Past, Present and Future for information; and*

*That Council direct administration to continue project closeout activities, financial reconciliation, operational readiness planning, and development of a long-term preventative maintenance and facility monitoring program for Rogers Arena.*

- 12.2 Report from the Director of Finance/Treasurer** 86  
 Re. Authorization to Enter into a \$21,000,000 Term Loan with TD Canada Trust - Roger's Arena Renovation Project

*\*Additional Information provided as directed\**

At the June 15, 2026 Committee of the Whole meeting the following resolution was passed:

*That Council authorize the Corporation of the City of Elliot Lake to enter into a \$21,000,000 Term Loan with TD Canada Trust (The Toronto-Dominion Bank) for the purpose of repatriating funds advanced for the completion of the Rogers Arena Renovation project, to be structured as a single drawdown prior to June 30, 2027, at the 3-year fixed rate in effect at the time of drawdown, with up to 30-year amortization and up to 20-year contractual term, and permitting 10% annual prepayment without penalty; and*

*That the Mayor and Clerk be authorized to execute all required documentation to give effect to this resolution.*

- 13. UNFINISHED BUSINESS**
- 14. NOTICE OF MOTION**
- 15. GENERAL ANNOUNCEMENTS**
- 16. ADDENDUM**
- 17. INTRODUCTION AND CONSIDERATION OF BY-LAWS**

- 17.1 By-Law 26-36** 96  
 Being a by-law to authorize a Contribution Agreement under the Northern Ontario Development Program – Community Economic Development Stream with the Minister of Employment and Social Development for project number 900671, for the Economic Development Strategy.
- 17.2 By-Law 26-37** 97  
 Being a by-law to authorize a Memorandum of Understanding with the YMCA of Northeastern Ontario for the use of the Collins Hall for the purposes of hosting a summer day camp for the community.
- 17.3 By-Law 26-38** 98  
 Being a by-law to authorize a Conditional Contribution Agreement with the Northern Ontario Heritage Fund Corporation for project number 76004740, being Heritage Days Festival Enhancement.
- 17.4 By-Law 26-39** 99  
 Being a by-law to amend By-Law No. 18-36.
- 17.5 By-Law 26-40** 110  
 Being a by-law to authorize a Letter of Agreement with Jays Care Foundation for the Parsons Park Renovation Project.
- 17.6 By-Law 26-42** 111  
 Being a by-law to authorize a Tolling Agreement with Intact Financial Corporation for the claim at the Ruben Yli Juuti Centre (Claim #6035866542).
- 18. CLOSED SESSION**
- 19. CONFIRMATORY BY-LAW**
- 19.1 By-Law 26-41** 112  
 Being a By-Law to Confirm the Proceedings of Council at its Regular Meeting held on Monday, June 22nd, 2026.
- 20. ADJOURNMENT**



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

Monday, June 8, 2026

7:00 PM

Hybrid Meeting (zoom/chambers)

Present

- A. Wannan, Mayor
- C. Flintoff, Councillor
- R. Bull, Councillor
- N. Mann, Councillor
- M. Seidel, Councillor
- L. Morrissette, Councillor

Regrets

- H. Lefebvre, Councillor

Staff Present

- M. Hough, Chief Administrative Officer
- A. Laurence, Deputy Clerk & Accessibility Coordinator
- J. Thomas, Director Emergency Management
- K. Kluge, Director of Recreation & Culture
- A. Ault, Director of Finance/Treasurer
- H. Al Tukmachy, Human Resources Manager
- W. McCaffrey, Chief Building Official
- S. Antunes, Manager of Economic Development

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. LAND ACKNOWLEDGEMENT**
- 4. APPROVAL OF THE AGENDA**

**Res. 87/26**  
 Moved By: L. Morrissette  
 Seconded By: C. Flintoff  
 That the agenda be approved as presented.

**Carried**

- 5. DECLARATIONS OF PECUNIARY INTEREST**
- 6. ADOPTION OF MINUTES FROM PREVIOUS MEETING**

- 6.1 May 25, 2026 - Regular**  
**Res. 88/26**  
Moved By: R. Bull  
Seconded By: N. Mann  
That the following minutes be adopted:  
May 25, 2026 - Regular

**Carried**

**7. PUBLIC INPUT SESSION**

**8. PRESENTATIONS**

- 8.1 Rogers Arena Project Update**  
Presenter: Chris Perry, Perry + Perry Architects
- 8.2 Elliot Lake Vikings Team Update**  
Presenter: William Elliott

**9. DELEGATIONS**

**10. CONSENT AGENDA**

- Res. 89/26**  
Moved By: R. Bull  
Seconded By: N. Mann  
That the consent agenda be received and the recommendations contained therein be approved.

**Carried**

- 10.1 Memo from the Director of Recreation and Culture**  
Re. 2026 Dufour Downhill Memorandum of Understanding

**11. INTRODUCTION AND CONSIDERATION OF CORPORATE REPORTS**

- 11.1 Report from the Director of Recreation and Culture**  
Re: Ice Users Agreement with the Elliot Lake Vikings  
  
**Res. 90/26**  
Moved By: N. Mann  
Seconded By: C. Flintoff  
That Council approve the Ice Users Agreement with the Elliot Lake Vikings; and  
That the appropriate by-law is passed.

**Carried**

- 11.2 Report from the Manager of Human Resources**  
Re. Elliot Lake Professional Firefighters Association Collective Agreement Settlement

- Res. 91/26**  
Moved By: L. Morrissette  
Seconded By: C. Flintoff

That the report of the Manager of Human Resources be received; and  
 That Council approve the Memorandum of Settlement reached between the City of Elliot Lake  
 and the Elliot Lake Professional Firefighters Association; and  
 That the appropriate by-law be passed to execute the Collective Agreement.

**Carried**

**12. PRESENTATION OF COMMITTEE REPORTS**

**13. UNFINISHED BUSINESS**

**14. NOTICE OF MOTION**

**15. GENERAL ANNOUNCEMENTS**

**16. ADDENDUM**

**17. INTRODUCTION AND CONSIDERATION OF BY-LAWS**

**Res. 92/26**

Moved By: M. Seidel

Seconded By: C. Flintoff

That By-Laws 26-32 to 26-34 be passed.

**Carried**

**17.1 By-Law 26-32**

Being a by-law to enter into a Memorandum of Understanding with Elliot Lake and Elliot Lake XC Ski & Bike Club for the Downhill Bike Race.

**17.2 By-Law 26-33**

Being a by-law to authorize a Facility Use Agreement with the Elliot Lake Vikings with respect to the use of the Rogers Arena and repeal By-Law 23-80.

**17.3 By-Law 26-34**

Being a by-law to authorize an Agreement with the Elliot Lake Professional Firefighters Association.

**18. CLOSED SESSION**

**Res. 93/26**

Moved By: N. Mann

Seconded By: L. Morrissette

That Council proceed into closed session as per the provisions under Section 239(2)(b) of the Municipal Act at the hour of 7:51 pm.

**Carried**

**18.1 Update from the Manger of Human Resources**

Re. Personnel Matter

As this matter deals with personal matters about an identifiable individual, including municipal or local board employees it may be discussed in closed session under Section 239(2)(b) of the *Municipal Act*.

**Res. 94/26**

Moved By: C. Flintoff

Seconded By: R. Bull

That Council return to open session at the hour of 8:14 pm.

**Carried**

**19. CONFIRMATORY BY-LAW**

**19.1 By-Law 26-35**

Being a By-Law to Confirm the Proceedings of Council at its Regular Meeting held on Monday, June 8th, 2026.

**Res. 95/26**

Moved By: M. Seidel

Seconded By: C. Flintoff

That By-Law 26-35 be passed.

**Carried**

**20. ADJOURNMENT**

**Res. 96/26**

Moved By: N. Mann

Seconded By: L. Morrissette

That the meeting adjourn at the hour of 8:15 PM.

**Carried**

\_\_\_\_\_  
Mayor

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



Create the Spark  
**Watch Them Shine**



The YMCA is a charity that **ignites the potential** in others.

4<sup>th</sup> year serving  
the community of  
Elliot Lake

- 2023: 105 campers
- 2024: 120 campers
- 2025: 129 campers
- 2026, as of June 17<sup>th</sup>: 121 campers

# 2025 Detailed Impact

## Elliot Lake YMCA Camp

8

weeks of  
camp

67

Unique  
Campers

129

Camper  
sessions



# 2025 Financial Assistance

## Elliot Lake YMCA Camp

**\$16,363.75**

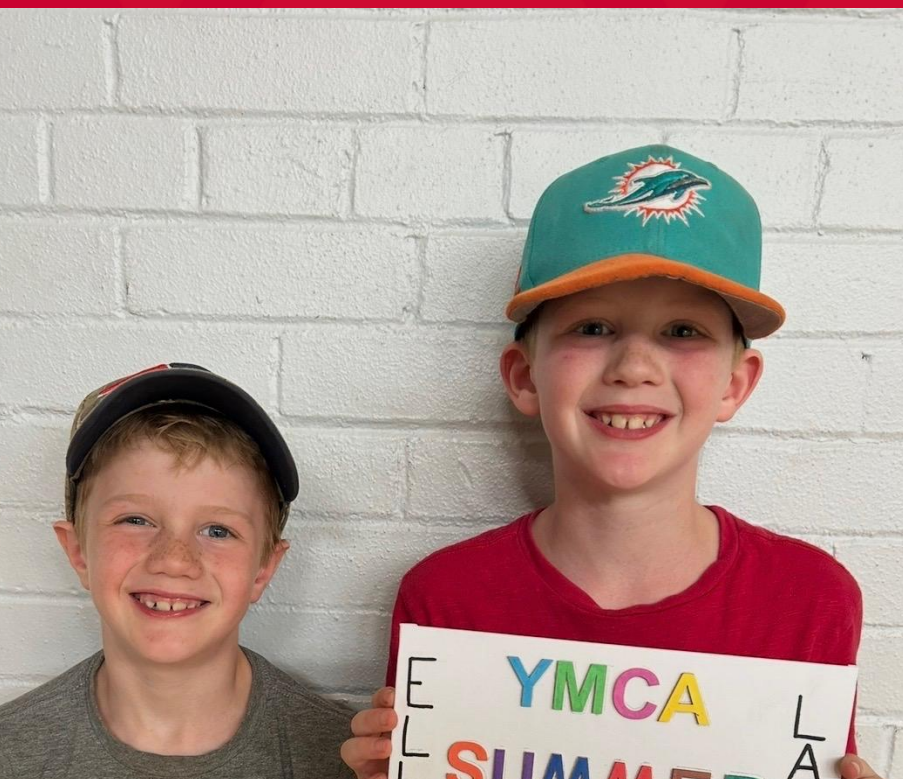
2025 Financial Support Used

**100%**

Of campers benefited from the base price adjustments for the community

**3**

Campers accessed additional Financial Support



# Employment Stats

## Elliot Lake YMCA Camp

4

Local Youth  
Employed

2

Returning Staff  
2 \*New Staff



# YMCA Summer Camp

# CAMP

## Elliot Lake

## Impact and Growth



The counselors were fun, there were a lot of fun art activities as well as water activities. The kids were kind and it was a very welcoming environment!

*- Elliot Lake Camper Parent*

# Future Visioning

## Elliot LakeYMCA Camp

### Year Round Programming

- Home Alone and Babysitting courses
- PD Day Camps, Holiday camps and March Break Camps

### Summer 2027

- Daytrips to John Island Camp





## YMCA Fill the Bus 2026 Impact

This year's YMCA Fill the Bus campaign helped ensure more kids can experience the life-changing benefits of camp, including confidence-building, friendship, belonging, and personal growth.

Funds raised provide camp assistance, essential supplies, and camp experiences, ensuring every kid has the opportunity to participate, thrive, and create lasting memories.

**\$136,600**  
raised in 2026

**Award  
Winning  
Campaign**

**500+**  
kids on the bus!





# Thank you!

**Scott Thomas**

YMCA of Northeastern Ontario  
General Manager of Camps and  
Youth Leadership

**Kendra MacIsaac**

YMCA of Northeastern Ontario  
Vice President of Health and  
Wellness

**Emily McIlroy**

YMCA of Northeastern Ontario  
Administration Supervisor



# MEMO

**To:** Council  
**From:** Kari Kluge, Director of Recreation and Culture  
**Date:** June 10<sup>th</sup>, 2026  
**Subject:** Renewal of MOU with YMCA NEO for the 2026 Summer Day Camp

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City staff worked collaboratively with YMCA Northeastern Ontario (YMCA NEO) to review and update the Memorandum of Understanding (MOU) for the delivery of summer day camp programming at Collins Hall. The proposed agreement will allow YMCA NEO to return for a fourth consecutive summer to provide weekly themed day camps for children and youth in Elliot Lake.

The summer day camp program is scheduled to begin on July 6, 2026, and continue through the week of August 24, 2026. Building on the success of the previous three summers, the program will once again offer a variety of themed camp experiences designed to engage participants through recreation, creativity, physical activity, and skill development. Planned themes include Adventures in Cooking, All Sorts of Sports, Create and Innovate, Nature Art, Outdoor Explorers, Performing arts and Recreation Camp.

The proposed MOU remains similar to previous years. Consistent with past agreements, the City will provide the use of Collins Hall at no cost to YMCA NEO and will contribute \$2,000 toward program supplies to support the delivery of the camps.

As part of the annual review process, the agreement was reviewed by the City's legal counsel and insurance risk management representatives. Minor revisions were made to strengthen the language of the agreement, clarify the responsibilities and obligations of each party, and ensure the document remains current with the City's risk management practices.

The most significant change to the agreement is the increase in the insurance requirements for YMCA NEO. Following consultation with legal counsel and the City's insurance risk manager, staff are recommending increased insurance coverage to ensure adequate protection is in place for the nature of the services and programming being provided. The revised insurance requirements help reduce risk exposure and provide additional protection for both the City and YMCA NEO.

Staff are satisfied that the renewed MOU continues to support an important community program that provides accessible summer recreation opportunities for local families while making effective use of Collins Hall during the summer months.

Respectfully submitted,

Handwritten signature of Kari Kluge in black ink, consisting of stylized initials 'KL' followed by a surname.

Kari Kluge  
Director of Recreation and Culture

**MEMORANDUM OF UNDERSTANDING**

Dated this \_\_\_\_ day of June, 2026.

**BETWEEN:**

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

OF THE FIRST PART

- and -

**YMCA OF NORTHEASTERN ONTARIO**  
(the “YMCA”)

OF THE SECOND PART

**WHEREAS** the Corporation of the City of Elliot Lake (the “City”) is a municipal corporation incorporated pursuant to the laws of the Province of Ontario.

**AND WHEREAS** the City owns the land located at 120 Hillside Drive North, Elliot Lake, Ontario also known as Collins Hall (“Collins Hall”).

**AND WHEREAS** the YMCA of Northeastern Ontario (“YMCA”) is Canada’s largest childcare provider and provides summer day camp services for communities.

**AND WHEREAS** the YMCA would like to host the 2026 Elliot Lake Summer Day Camp Program for the City’s community with the location of such summer camp to be at Collins Hall (“2026 Summer Day Camp”).

**AND WHEREAS** the City and the YMCA wish to enter into this Memorandum of Understanding (“MOU”) to document the terms and conditions for the 2026 Summer Day Camp Program that the YMCA will be hosting at Collins Hall for the community and residents of the City.

**NOW THEREFORE** the City and the YMCA hereto agree and covenant with one another as follows:

**1. SCOPE AND PURPOSE OF MOU**

1.1 The purpose of this MOU is to clearly identify and formally document the roles and responsibilities of each party as they relate to proving the 2026 Summer Day Camp programming for children at Collins Hall. The 2026 Summer Day Camp supports all families by providing a fun and engaging day camp that is safe and educational

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facilitated through collaboration and partnerships to promote community health and well being for all.

- 1.2 Both the City and the YMCA agree to work co-operatively and collaboratively with each other and to carry out their respective obligations under the MOU in good faith in order to facilitate the operation of the 2026 Summer Day Camp.
- 1.3 The City shall permit the YMCA to operate out of the Collins Hall.
- 1.4 The YMCA shall operate the 2026 Summer Day Camp as an independent contractor and independent operator. The City shall have no responsibility for the planning, administration, staffing, supervision, management, operation, or delivery of the 2026 Summer Day Camp. The YMCA acknowledges and agrees that it has sole responsibility for all aspects of the 2026 Summer Day Camp and that nothing in this MOU shall be construed as creating a partnership, joint venture, agency relationship, or other operational relationship between the City and the YMCA.

## **2. TERM**

- 2.1 The term of this MOU shall commence on Monday, July 6, 2026 and shall conclude on Friday, August 28, 2026 with the hours of operation being Monday through Friday from 7:30 a.m to 6:00 p.m.
- 2.2 This MOU shall be in effect on the date of full execution or such other date as mutually agreed upon between the City and the YMCA.
- 2.3 This MOU shall be in full force an effect until either party issues formal written notice of no less than one week (7 calendar days) in advance to the other of its intent to terminate the obligations outlined in this MOU or on Friday, August 28, 2026, whichever is earlier.

## **3. THE CITY'S OBLIGATIONS**

- 3.1 The City agrees that it will work collaboratively and cooperatively with the YMCA to support the use of Collins Hall. Without limiting the generality of the foregoing, the City shall:
  - (a) provide a representative to act as a liaison between the YMCA and the City;
  - (b) provide Collins Hall at no charge to the YMCA for the 2026 Summer Day Camp program participants to participate in camp activities, which will include access to washrooms, running water, electricity, tables, and chairs & recreational equipment;
  - (c) ensure that Collins Halls is open for drop-off hours starting at 7:30 a.m;
  - (d) provide an in-kind contribution in the amount of \$2000.00 for the purposes of supplies paid by way of invoice submission.

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- 3.2 The City agrees that it will negotiate in good faith and to seek approval from its Council for authorization to finalize such further agreements or documents with the YMCA as may be required in order to fulfil the objectives set out in this MOU.

#### **4. YMCA OBLIGATIONS**

- 4.1 The YMCA agrees that it will work collaboratively and cooperatively with the City to support the operation of the 2026 Summer Day Camp program. Without limiting the generality of the foregoing, the YMCA shall:
- (a) market and promote the 2026 Summer Day Camp through YMCA portals of choice at its sole expense;
  - (b) determine and collect registration fees and forms for 2026 Summer Day Camp program participants and handle all registrations through its online website;
  - (c) manage all aspects of staffing to operate services for the 2026 Summary Day Camp program operations.
  - (d) communicate any changes or cancelation of operating hours scheduling to City staff & registered program participants;
  - (e) ensure all end-of-day closing duties are executed as directed by City staff and that the Collins Hall is locked daily at the specified closing time of 6:00 pm;
  - (f) forthwith report to City staff any facility issues or concerns of any kind;
  - (g) work closely with City staff to ensure a healthy and well-executed 2026 Summer Day Camp program.
  - (h) be solely responsible for the planning, administration, supervision, operation, and delivery of the 2026 Summer Day Camp;
  - (i) be solely responsible for the care, custody, supervision, health, safety, and conduct of all participants during program hours;
  - (j) hire, train, supervise, and manage all employees, contractors, and volunteers engaged in the operation of the 2026 Summer Day Camp, including ensuring completion of all required vulnerable sector checks and other background screening requirements;
  - (k) comply with all applicable federal, provincial, and municipal legislation, regulations, public health requirements, child protection requirements, and safety standards applicable to the operation of the 2026 Summer Day Camp;

- (l) establish, maintain, and implement appropriate policies and procedures relating to participant safety, emergency response, first aid, incident reporting, parental notification, and participant conduct;
- (m) promptly notify the City of any serious incident, injury, complaint, investigation, regulatory inquiry, or other matter that could reasonably be expected to impact participant safety, the facility, or the City’s interests;
- (n) be responsible for any loss of or damage to Collins Hall, City equipment, or City property arising from the acts or omissions of the YMCA, its employees, volunteers, contractors, agents, or participants, reasonable wear and tear excepted.

**5. INDEMNITY**

5.1 The YMCA shall indemnify and save harmless the City, its Council members, officers, employees, agents, volunteers, and representatives from and against any and all actions, causes of action, claims, demands, losses, damages, liabilities, costs, and expenses, including legal costs on a substantial indemnity basis, arising directly or indirectly from:

- (a) the operation of the 2026 Summer Day Camp;
- (b) any act or omission of the YMCA or its employees, volunteers, contractors, agents, or representatives;
- (c) the supervision, care, custody, or conduct of program participants;
- (d) the use or occupancy of Collins Hall by the YMCA; or
- (e) any breach of this MOU by the YMCA,

except to the extent caused by the negligence or wilful misconduct of the City.

**6. INSURANCE**

6.1 YMCA shall provide and maintain the following insurance coverage throughout the term of this MOU:

- (a) Commercial General Liability insurance subject to limits of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence. Coverage shall include but not limited to bodily injury, personal injury, property damage including loss of use thereof, contractual liability, tenants legal liability,

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products and completed operations liability, non-owned automobile and contain a cross liability, severability of insured clause. The City shall be added as an additional insured but only with respect to liability arising out of the operations YMCA.

- (b) Abuse Liability insurance subject to limits of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence providing coverage for claims arising from actual or alleged abuse, molestation, harassment, or exploitation in connection with the operations of the YMCA. Coverage may be provided in a separate standalone policy or included within the Commercial General Liability policy, provided that no exclusions or limitations restrict coverage for abuse related claims. Coverage shall apply to all employees, volunteers, contractors, and agents of the YMCA. The City shall be added as an additional insured but only with respect to liability arising out of the operations of the YMCA.
- (c) If applicable, Standard OAP 1 Automobile Policy subject to a limit not less than Five Million Dollars (\$5,000,000) inclusive, for all licensed motor vehicles owned, leased, or operated by the YMCA in connection with this MOU.
- (d) Professional Liability insurance or Errors & Omission insurance in an amount not less than Two Million Dollars (\$2,000,000) per claim. Such insurance shall provide coverage for all errors and omissions made by the YMCA in the rendering of, or failure to render, professional services, program design, instruction, or supervision in connection with this MOU. The policy shall remain in force for twenty-four (24) months following completion of the 2026 Summer Day Camp program.
- (e) Property insurance covering all equipment, supplies, and materials used by the YMCA in connecting with this MOU and the 2026 Summer Day Camp program. If the YMCA does not maintain such insurance, it agrees that it is solely responsible for any loss or damage to its property from any cause. The City shall not be liable for any loss, damage, or theft of the YMCA's property. The YMCA waives all claims against the City and shall ensure any applicable insurance includes a waiver of subrogation in favour of the City.

6.2 The following general conditions apply to the above noted insurance requirements:

- (a) To achieve the desired limit, umbrella or excess liability insurance may be used.
- (b) With the exception of the Standard OAP 1 Automobile Insurance, all other policies shall be endorsed to provide the City with not less than thirty (30) days' written notice of cancellation.

- (c) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.
- (d) Prior to the execution of this MOU and upon the placement, renewal, amendment, or extension of any insurance required under this MOU, the YMCA shall promptly provide the City with satisfactory evidence of coverage in the form of a certificate of insurance. Upon request, the YMCA shall also provide certified true copies of the policy(ies), certified by an authorized representative of the insurer, together with copies of all endorsements relevant to this MOU.
- (e) All policies shall apply as primary and not as excess of any insurance available to the City.
- (f) The City reserves the right, acting reasonably, to require the YMCA to obtain and maintain such additional insurance coverage and/or higher limits of insurance as the City may deem necessary, based on the nature of the activities, risk exposure, or changes in operations, at any time during the term of this MOU.

**7. NOTICES**

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

(a) The Corporation of the City of Elliot Lake  
 45 Hillside Drive North,  
 Elliot Lake, Ontario P5A 1X5  
 Attention: Chief Administrative Officer

(b) Sudbury YMCA  
 140 Durham Street  
 Sudbury, Ontario P3E 3M7  
 Attention: Helen Francis– President and CEO YMCA  
 of Northeastern Ontario

7.2 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.

**8. GENERAL**

- 8.1 Notwithstanding the terms and obligations of the City under this MOU nothing herein shall be intended to operate to in any way fetter the discretion of the City’s Council from exercising any of its discretionary powers, duties or authorities at law.
- 8.2 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.
- 8.3 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.
- 8.4 This MOU will be collaboratively reviewed by both parties on an as needed basis and shall not be amended except by written mutual agreement between both parties.
- 8.5 Neither party shall be in default with respect to the performance or non performance of the terms of this MOU resulting directly or indirectly from causes beyond its reasonable control that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority, plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party.
- 8.6 Nothing herein contained shall make, or be construed to make the City or the YMCA a partner of one another nor shall this MOU be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose between the City and the YMCA or between the City, the YMCA and a third party. Nothing in this MOU is to be construed as authorizing one of the YMCA or the City to contract for or to incur any obligation on behalf of the other or to act as agent for the other.
- 8.7 This MOU supersedes any agreement, verbal or otherwise between the City and the YMCA with respect to the premises herein and shall enure 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.

**YMCA OF NORTHEASTERN  
ONTARIO**



---

Witness



---

President and CEO YMCA  
of Northeastern Ontario



# MEMO

**To:** Council  
**From:** Kari Kluke, Director of Recreation and Culture  
**Date:** June 10<sup>th</sup>, 2026  
**Subject:** NOHFC Community Events Contribution Agreement

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Following Council's endorsement at its February 17<sup>th</sup>, 2026 meeting, staff submitted an application to the Northern Ontario Heritage Fund Corporation's (NOHFC) Community Events Program seeking financial assistance to enhance the 2026 Heritage Days Festival.

The Community Events Program supports organizations that host events intended to increase community visibility and promote economic growth in Northern Ontario. The program provides conditional funding of up to 30% of eligible project costs, to a maximum of \$15,000. Staff applied for the maximum available funding to support enhancements to the Festival.

On May 28, 2026, staff received notification that the **application had been approved for the full funding amount of \$15,000.**

Attached for Council's consideration is the NOHFC Funding Agreement. Execution of the agreement is required to formally accept the funding and allow the project to proceed in accordance with the terms and conditions established by NOHFC.

This funding will support enhancements to the Heritage Days Festival, including expanded entertainment programming, youth-focused activities, increased event offerings, and promotional initiatives aimed at increasing attendance and visitor engagement.

When preparing the application in February, staff identified several initiatives that the funding could help offset and bring to fruition, including a larger supporting act for the Street Dance, entertainment for a Canada Day celebration leading up to the fireworks display, and additional, diverse youth activities. These goals were realized through the booking of ABBAMANIA, a special Canada Day Summer Concert Series event (also sponsored by Seidel's Brandsource) featuring three local bands at Westview Park, and the addition of new interactive youth programming like through Eureka Labs, which will deliver hands-on science missions and escape room-style activities during the festival, amongst other enhancements.

The 2026 Heritage Days Festival will take place from June 26 to July 1 and will feature six days of activities, events, and programming for residents and visitors of all ages.

Staff are grateful for NOHFC's support and look forward to delivering an enhanced Heritage Days Festival experience for the community. We encourage everyone to check out the full schedule of events at [elliottlake.ca/HeritageDays](http://elliottlake.ca/HeritageDays).

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Kl Kl', written in a cursive style.

Kari Kluke  
Director of Recreation and Culture

NOHFC File Number: 76004740

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made effective as of the Effective Date

**B E T W E E N:**       **NORTHERN ONTARIO HERITAGE FUND CORPORATION**  
a corporation existing under the laws of Ontario  
(“**NOHFC**”)

**A N D:**               **THE CORPORATION OF THE CITY OF ELLIOT LAKE**  
a municipality existing under the laws of Ontario  
(the “**Recipient**”)

**WHEREAS** the Recipient wishes to obtain financial assistance from NOHFC to carry out the Event;

**AND WHEREAS** NOHFC wishes to provide financial assistance towards the Eligible Costs of the Event in the form of a conditional contribution subject to the terms and conditions of this Agreement;

**NOW THEREFORE** in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

## 1. Interpretation

1.1. This agreement, together with:

Schedule A – Event Details;

Schedule B – Request for Disbursement (Advance); and

Schedule C – Reimbursement Form and Final Report;

and any agreement entered into as provided for in Section 15.2 having the effect of amending the foregoing,

(the or this “**Agreement**”) constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations, understandings and agreements.

1.2. In this Agreement, the following capitalized terms have the meanings set out below:

(a) “**Advance Funds**” has the meaning given to it in Section 4.3;

(b) “**Contribution**” means the conditional contribution payable by NOHFC to the Recipient in accordance with this Agreement;

(c) “**Effective Date**” means the date this Agreement is signed by NOHFC;

(d) “**Eligible Costs**” means the costs paid by the Recipient for the purpose of carrying out the Event for which NOHFC may provide the Contribution and that are (i) incurred by the Recipient between **February 26, 2026** and the expiry or termination of the Agreement; (ii) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Event; (iii) limited to the amount and the Event cost categories listed in the row labelled “A.” in the Event Costs Chart including any explanatory notes thereto; (iv) not Ineligible Costs; and (v) net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund;

(e) “**Event**” means the event described in Schedule A;

- (f) **“Event Costs Chart”** means the chart of Event costs set out in Section 1 of Schedule C;
- (g) **“Event Period”** means **June 26, 2026 - July 1, 2026**;
- (h) **“Funding Arrangements Chart”** means the chart of funding arrangements set out in Section 2 of Schedule C;
- (i) **“Ineligible Costs”** means:
  - (i) on-going operational costs of the Recipient, except to the extent that such costs are directly incurred in carrying out the Event, as may be determined by NOHFC in its sole discretion,
  - (ii) costs related to travel, meals or accommodations for any attendees of the Event,
  - (iii) costs related to alcohol, awards or gifts for any participants or attendees of the Event, and
  - (iv) all other Event costs that are not Eligible Costs;
- (j) **“Maximum Funds”** means the maximum amount payable to the Recipient under this Agreement, which is the lesser of:
  - (i) the NOHFC Percentage of Eligible Costs, and
  - (ii) **\$15,000**;
- (k) **“NOHFC Percentage”** means **12.15%**;
- (l) **“Northern Ontario”** means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Muskoka, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming;
- (m) **“Provincial Entity”** means His Majesty the King in right of Ontario or any “public entity” (as defined in the *Financial Administration Act* (Ontario));
- (n) **“Reimbursement Form and Final Report”** means the form set out in Schedule C, which shall include all transactions paid with any Advance Funds, if applicable, together with a copy of the final agenda for the Event, a copy of Schedule B (if the Recipient received any Advance Funds), a summary of evaluations submitted by the Event attendees (if applicable), and a statement of revenues and expenses for the Event (which must distinguish between cash and in-kind expenses);
- (o) **“Related Party”** includes any shareholder, director, officer, or employee of the Recipient, any individual related by blood, adoption, or marriage to any such person (each, a **“Person”**), or any other person or business entity not dealing at arms’ length with any such Person, as determined by NOHFC; and
- (p) **“Request for Disbursement (Advance)”** means the form set out in Schedule B.

1.3. For the purpose of interpretation:

- (a) the words “include”, “includes”, and “including” are used to indicate nonexclusive examples and not that the parties intended such examples to be an exhaustive list; and
- (b) any reference to dollars or currency shall be to Canadian dollars or currency.

## 2. Term

- 2.1. The term of this Agreement shall commence as of the Effective Date and shall expire (unless terminated earlier in accordance with its terms) after all of the following have occurred: (i) receipt by NOHFC of a completed and duly executed Reimbursement Form and Final Report (in form and substance satisfactory to it); and (ii) NOHFC has made its final disbursement of funds under this Agreement.

## 3. Event

- 3.1. The Recipient shall carry out and complete the Event during the Event Period.
- 3.2. The Recipient shall not make any changes to the Event or the Event Period without the prior written consent of NOHFC. The Recipient shall promptly notify NOHFC of any actual or possible material change to the Event, or any actual or possible change to the Event Period, the Event Costs Chart or the Funding Arrangements Chart.
- 3.3. The Contribution shall be acknowledged by the Recipient in any publication and media of any kind, written, oral or visual, relating to the Event, in a form approved by NOHFC, unless NOHFC directs otherwise. Any such publication must indicate that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.
- 3.4. Where the Event is held in-person, at NOHFC's request, the Recipient shall install and maintain in good condition one or more signs or plaques supplied by NOHFC to acknowledge the Contribution in conspicuous and visually unobstructed locations at the Event, as approved by NOHFC. Where the Event is held virtually, at NOHFC's request, the Recipient shall display NOHFC's visual identity in order to digitally acknowledge the Contribution, and the format and placement of NOHFC's visual identity must be approved by NOHFC.

## 4. Contribution

- 4.1. Subject to the terms and conditions of this Agreement, NOHFC shall provide the Contribution to reimburse the Recipient for Eligible Costs up to the amount of the Maximum Funds.
- 4.2. NOHFC shall have no obligation to provide any disbursement of the Contribution to the Recipient until after the Event is complete and until the Recipient has submitted the following (in form and substance satisfactory to NOHFC):
- (a) a completed and duly executed Reimbursement Form and Final Report;
  - (b) copies of invoices or such other documentation evidencing costs incurred relating to the Eligible Costs claimed in the submitted Reimbursement Form and Final Report for any purchase exceeding \$500, or for any purchase of goods or services acquired from a Related Party;
  - (c) copies of cancelled cheques and/or such other documentation evidencing payment by the Recipient of the Eligible Costs claimed in the submitted Reimbursement Form and Final Report for any purchase exceeding \$500 that was paid in cash, and for any purchase of goods or services acquired from a Related Party;
  - (d) if requested by NOHFC, copies of invoices or such other documentation evidencing costs incurred and/or copies of cancelled cheques or such other documentation evidencing payment by the Recipient relating to any other Eligible Costs claimed in a submitted Reimbursement Form and Final Report; and
  - (e) any other information, including accounts, data, and projections, as NOHFC may request from time to time.

- 4.3. Notwithstanding the foregoing, at the Recipient's request, NOHFC may, in its sole discretion, disburse to the Recipient up to 50% of the Contribution in advance of the Recipient incurring Eligible Costs, provided that NOHFC has received a completed and duly executed Request for Disbursement (Advance) from the Recipient in form and substance satisfactory to NOHFC. If NOHFC provides funds to the Recipient in advance (the "**Advance Funds**"), NOHFC will not make any further disbursement of the Contribution until the Recipient has submitted a completed and duly executed Reimbursement Form and Final Report, in form and substance satisfactory to NOHFC, showing, among other things, that the Recipient spent the Advance Funds solely on Eligible Costs, together with evidence satisfactory to NOHFC in accordance with the terms of the provisions set out in Sections 4.2 (b), (c) and (d) above relating to the Eligible Costs paid with the Advance Funds. If NOHFC provides Advance Funds to the Recipient in accordance with this Section 4.3, the remaining portion of the Contribution will be disbursed in accordance with Section 4.2 above.
- 4.4. Subject to the terms and conditions of this Agreement, NOHFC shall deposit the funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient. Notwithstanding the foregoing, NOHFC may, in its sole discretion, issue a cheque in the Recipient's name as an alternative to the electronic deposit of funds.
- 4.5. If the Recipient acquires goods and services with the Contribution, it will do so through a process that promotes the best value for money.
- 4.6. Travel, meal, and accommodations costs may only be recognized as Eligible Costs to the extent that such costs: (i) do not exceed any rate limits set out under Ontario's *Travel, Meal and Hospitality Expenses Directive* as amended or replaced from time to time; and (ii) would otherwise be reimbursable under the principles in that Directive. For clarity, travel, meals and accommodations costs for attendees of the Event are Ineligible Costs.
- 4.7. The Recipient shall not, without NOHFC's prior written consent, during the term of the Agreement and for three years after the end of the Event Period, sell, lease or otherwise dispose of, or store or move to any location outside of Northern Ontario, any assets purchased with the Contribution or for which the Contribution was provided, the cost of which exceeded \$10,000 at the time of purchase.
- 4.8. The Recipient shall notify NOHFC if the Recipient receives any government funding towards the Eligible Costs from sources other than NOHFC. NOHFC may in its sole discretion reduce the amount of the Contribution by an amount equal to the amount of any additional government funding received by the Recipient.
- 4.9. If the Recipient for any reason receives funds from NOHFC in excess of what is provided for in this Agreement, the excess amount shall be a debt due and repayable by the Recipient to NOHFC in accordance with Section 12.1 of this Agreement.
- 4.10. The Recipient will carry out the Event and use the Contribution without a conflict of interest. The Recipient will disclose to NOHFC, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest, and comply with any terms and conditions that NOHFC may prescribe as a result of the disclosure.

## 5. Reports

- 5.1. The Recipient shall prepare and submit to NOHFC (in form and substance satisfactory to NOHFC):
- (a) a Reimbursement Form and Final Report within 180 days of the end of the Event Period; and
  - (b) any other information, including accounts, data, and projections, as NOHFC may request from time to time.

## 6. Conditions Precedent to Disbursement

- 6.1. NOHFC's obligation to provide any disbursement of the Contribution under this Agreement is subject to the satisfaction of the following conditions precedent (in form and substance satisfactory to NOHFC):
- (a) NOHFC shall have received copies of the insurance certificate(s) as required by Section 10.3 and other documents as may be requested in Article 10;
  - (b) the Recipient shall have provided written evidence that the funds from the other funders (not including the Recipient) set out in the Funding Arrangements Chart necessary to complete the Event have been committed;
  - (c) the Recipient shall have provided resolutions of the Recipient or other documentation, as applicable, in form and substance satisfactory to NOHFC, confirming support for the Event by committing funds to the Event, and committing to pay cost overruns of the Event; and
  - (d) NOHFC shall have received a completed electronic funds transfer information form authorizing NOHFC to deposit the funds into the Recipient's designated bank account by way of electronic funds transfer.
  - (e)

## 7. Representations, Warranties, and Covenants

- 7.1. The Recipient represents, warrants, and covenants that:
- (a) it is, and shall remain during the term of this Agreement, a validly existing legal entity with full power to enter into and fulfill its obligations under this Agreement, and it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
  - (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to fulfill its obligations under the Agreement;
  - (c) all information provided in, or in support of, the Recipient's application to NOHFC for funding related to this Agreement was, and shall remain during the term of this Agreement, true and complete in all material respects; and
  - (d) it is, and shall remain during the term of this Agreement, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licenses, permits, codes, regulations, rules or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, or decrees of any governmental authority or arbitrator that are legally binding at the time.

## 8. Default

- 8.1. Each of the following constitutes an "**Event of Default**" under this Agreement:
- (a) if the Recipient becomes bankrupt or insolvent, goes into receivership, or becomes the subject of any proceeding under, or applies for the benefit of, any statute relating to bankrupt or insolvent debtors;
  - (b) an order is made, or resolution passed, for the winding up of the Recipient, or the Recipient is dissolved or, in the sole opinion of NOHFC, the nature of the Recipient's operations change such that the Recipient no longer meets one or more of the applicable eligibility requirements of the NOHFC program under which it applied;

- (c) the Recipient ceases to operate in Northern Ontario;
- (d) in the sole opinion of NOHFC, the Recipient has submitted false or misleading information to NOHFC, or otherwise makes a misrepresentation to NOHFC, including in connection with the Recipient's application for funding, in a Request for Disbursement (Advance) or in a Reimbursement Form and Final Report, or at any other time;
- (e) if any representation or warranty provided to NOHFC (herein or otherwise, including in connection with the Recipient's application for funding) by, or on behalf of, the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
- (f) if, in the sole opinion of NOHFC, the Recipient breaches any covenant, or any other term or condition of this Agreement;
- (g) the Recipient fails to comply with any term, condition, or obligation under any other agreement with NOHFC or a Provincial Entity; or
- (h) in the sole opinion of NOHFC, there is a material adverse change in risk.

8.2. Following the occurrence of any Event of Default, NOHFC may:

- (a) immediately suspend its obligation to make any further disbursements of the Contribution;
- (b) reduce the Maximum Funds;
- (c) cancel all further disbursements of the Contribution;
- (d) demand the repayment of an amount equal to that portion of the Contribution that NOHFC provided to the Recipient;
- (e) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (f) exercise any other rights or remedies available to it under applicable law.

Additionally, the Recipient acknowledges that NOHFC may consider the Recipient's performance of this Agreement, or any Event of Default hereunder, in connection with its evaluation of any future applications by the Recipient or a Related Party for NOHFC funding.

## 9. Records and Monitoring

- 9.1. The Recipient shall maintain, for a period of 7 years after the creation thereof, all records and documents (both financial and non-financial, including invoices, books of account, and evidence of payment) relating to this Agreement, the Event, and the Contribution in a manner consistent with generally accepted accounting procedures.
- 9.2. NOHFC, its authorized representatives, or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' notice to the Recipient and during normal business hours, enter upon the Recipient's premises or the Event premises to review the progress of the Event and the Recipient's expenditure of the Contribution, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:
  - (a) inspect and copy the records and documents referred to above; and
  - (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Contribution and/or the Event.

- 9.3. To assist in respect of the rights set out above, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 9.4. For greater certainty, NOHFC's audit rights in this Agreement are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 9.5. If NOHFC or the Auditor General of Ontario believes that there are inaccuracies in or inconsistencies between any information submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General of Ontario may request and the Recipient shall provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General of Ontario, as applicable, in form and content and address:
- (a) the Contribution received to date;
  - (b) Eligible Costs of the Event incurred by the Recipient to date;
  - (c) whether the Eligible Costs of the Event were incurred in accordance with this Agreement; and
  - (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.
- 9.6. No provision of the Agreement shall be construed to give NOHFC any control whatsoever over the Recipient's records or documents.

## 10. Indemnity and Insurance

- 10.1. The Recipient shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with this Agreement or otherwise in respect of the Recipient or the Event.
- 10.2. The Recipient represents and warrants that it has, and shall maintain throughout the duration of the Event and the term of this Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater or the equivalent), and that it has, and shall for the term of the Agreement, comply with the requirements of, all the necessary and appropriate insurance that a prudent person in the business of holding similar events with similar activities would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence, which commercial general liability policy shall include:
- (a) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a thirty (30) day written notice of cancellation or material change.

- 10.3. The Recipient shall provide NOHFC with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in Section 10.2. Further, upon request by NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 10.4. Without limiting the terms of Subsection 7.1(d), if the Recipient is subject to the *Workplace Safety and Insurance Act, 1997*, the Recipient shall at all times throughout the duration of the Event and the term of this Agreement pay all amounts payable under such Act to the Workplace Safety and Insurance Board (WSIB) when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

## 11. Termination on Notice

- 11.1. NOHFC may terminate this Agreement at any time and for any reason without liability, penalty, or costs upon giving at least 30 days' notice to the Recipient.
- 11.2. If NOHFC terminates this Agreement pursuant to Section 11.1, NOHFC may cancel further instalments of the Contribution that would otherwise have been payable after the effective date of termination.

## 12. Repayment and Set Off

- 12.1. If the Recipient owes any monies, including any portion of the Contribution, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise. NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 12.2. If the Recipient is or becomes indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount owing to the Recipient under this Agreement and to reduce the total amount of the Contribution payable to the Recipient by such amount.

## 13. Acknowledgements

- 13.1. The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Event or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- 13.2. The Recipient is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and the Recipient shall not take any actions that could establish or imply such a relationship.
- 13.3. The Recipient is responsible for any cost overruns related to the Event.

## 14. Notices

- 14.1. Any notices or communications to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail, courier service, fax, or e-mail and shall be addressed as follows (or as either party may otherwise designate to the other upon notice):

	<b>NOHFC</b>	<b>RECIPIENT</b>
<b>Full Legal Name</b>	Northern Ontario Heritage Fund Corporation	<b>THE CORPORATION OF THE CITY OF ELLIOT LAKE</b>
<b>Address</b>	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	45 Hillside Drive North, Elliot Lake, Ontario P5A 1X5
<b>Contact Name</b>	John Guerard	Karilynn Kluge
	Executive Director	Director of Recreation and Culture
<b>Facsimile</b>	1 (705) 945-6701	
<b>E-mail</b>	<a href="mailto:NOHFC.FinancialServicesUnit@ontario.ca">NOHFC.FinancialServicesUnit@ontario.ca</a>	kkluge@elliottlake.ca

- 14.2. Notices given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof or, if such day is not a business day, then on the first business day thereafter. Any notice given by fax or e-mail on a business day before 4:00 p.m. shall be deemed to have been given and received on such business day, and otherwise shall be deemed to have been given and received on the first business day following transmission.

## 15. Other Terms and Conditions

- 15.1. The rights and obligations of the Recipient under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which consent may be withheld in NOHFC's sole discretion.
- 15.2. This Agreement may only be amended by: (i) a written agreement duly executed by the parties, or (ii) e-mail transmission, where the proposed amendments to the Agreement are set out in an e-mail by an authorized representative of NOHFC and an authorized representative of the Recipient indicates its acceptance of the amendments by return e-mail.
- 15.3. The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by the Recipient shall not operate as a waiver or release thereof or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective and shall be limited only to the specific breach waived.
- 15.4. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any invalid provision shall be deemed to be severed.
- 15.5. All rights and obligations contained in this Agreement will extend to and be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- 15.6. The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 15.7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.
- 15.8. The provisions of this Agreement marked as Article 1, Section 3.3, Section 3.4, Section 4.5, Section 4.7, Section 4.8, Section 4.9, Section 4.10, Section 8.1, Sections 8.2(d) and (f), Article 9, Section 10.1, Section 11.2, Article 12, Article 13, Article 14, Section 15.3, Section 15.4, Section 15.5, Section 15.6, Section 15.7, Section 15.8, Section 15.9 and Section 15.10 and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of this Agreement and continue in full force and effect for a period of 7 years thereafter.
- 15.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 15.10. This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words “execution,” “signed,” “signature,” and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature.

**[Signature page follows]**

The parties have executed this Agreement as of the date first stated above.

**NORTHERN ONTARIO HERITAGE FUND  
CORPORATION**

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

\_\_\_\_\_  
Name: John Guerard  
Title: Executive Director

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

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

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

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

I/We have authority to bind the Recipient.

## **SCHEDULE A EVENT DETAILS**

**Event name:** Heritage Days Festival Enhancement

**Event date:** June 26, 2026 - July 1, 2026

**Event location:** Elliot Lake

**Event description:**

The recipient will host the event known as Elliot Lake Heritage Days, an annual festival that promotes tourism in Northern Ontario by showcasing the mining heritage, cultural experiences and recreational opportunities available in Elliot Lake.

The event will include a downtown street dance concert featuring local musicians, a Canada Day beach party, fireworks, guided geology and rehabilitated mine site tours and a range of recreational and family oriented programming, including family sports tournaments. Through these activities, the event will celebrate the community's heritage, encourage participation from residents and visitors and to raise the profile of Elliot Lake as a destination for heritage, cultural, recreational and community based tourism.

**SCHEDULE B  
REQUEST FOR DISBURSEMENT (ADVANCE)**

*Please note: Submission of this form is **optional** and only required if you wish to request a disbursement of funds in advance of incurring Eligible Costs, which request cannot exceed 50% of the Contribution.*

**TO:** Northern Ontario Heritage Fund Corporation (“**NOHFC**”)

**FROM:** THE CORPORATION OF THE CITY OF ELLIOT LAKE (the “**Recipient**”)

**RE:** Conditional contribution agreement between NOHFC and the Recipient for NOHFC File Number 76004740 (the “**Agreement**”)

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1. The Recipient hereby requests a disbursement (advance) from NOHFC in the amount of \$ \_\_\_\_\_, which, to the extent provided by NOHFC, are considered the “Advance Funds”.
2. The Recipient hereby acknowledges that it is obligated to spend all Advance Funds solely on Eligible Costs. The Recipient further acknowledges that it is obligated to record how the Advance Funds were spent in its Reimbursement Form and Final Report and submit the necessary documentation evidencing costs incurred and paid in relation to Eligible Costs paid with the Advance Funds, in accordance with the terms of the Agreement.
3. The Recipient hereby certifies that, as of the date hereof:
  - a. there have not been any changes to the Event, the Event Period, the Event Costs Chart or the Funding Arrangements Chart;
  - b. the representations and warranties set forth in the Agreement are true and correct in all material respects;
  - c. no Event of Default has occurred and is continuing; and
  - d. all of the information provided in this Request for Disbursement (Advance) form is true, accurate and complete.

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

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

Authorized Signature: \_\_\_\_\_

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

Print Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Print Title: \_\_\_\_\_

I/We have authority to bind the Recipient.

**SCHEDULE C  
REIMBURSEMENT FORM AND FINAL  
REPORT**

**TO:** Northern Ontario Heritage Fund Corporation (“NOHFC”)

**FROM:** THE CORPORATION OF THE CITY OF ELLIOT LAKE (the “Recipient”)

**RE:** Conditional contribution agreement between NOHFC and the Recipient for NOHFC File Number 76004740 (the “Agreement”)

**Instructions:** Please review this form, complete sections 3 and 4, and have the form signed by duly authorized signatories of the Recipient. The following documents **MUST** be attached to this form:

- A copy of the final agenda for the Event
- A copy of Schedule B (if Advance Funds were received)
- A summary of evaluations submitted by the Event attendees (if applicable)
- A statement of revenues and expenses for the Event (which must distinguish between cash and in-kind expenses)

**1. Event Costs Chart**

	<b>Event cost category</b>	<b>Eligible Costs**</b>	<b>Ineligible Costs</b>	<b>Total costs</b>
<b>A.</b>	<ul style="list-style-type: none"> <li>• Appearance/ Performance Fees, Event Production and Rentals, Marketing, Travel, Food and Accomodations, Venue Costs</li> <li>• Other costs that are, in NOHFC’s sole discretion, directly related to the Event and necessary for the successful completion of the Event, provided those costs have been approved by NOHFC in writing.</li> </ul>	\$123,500	\$0	\$123,500
<b>B.</b>	Travel, Food, and Accomodations & Other	\$0	\$4,980	\$4,980
	<b>Total:</b>	<b>\$123,500</b>	<b>\$4,980</b>	<b>\$128,480</b>

*\*\*Eligible Costs may include travel, meal and accommodations costs to the extent that they comply with the provisions of Section 4.6 of this Agreement.*

**2. Funding Arrangements Chart**

<b>Funding source</b>	<b>Financing type</b>	<b>Event cost category</b>	<b>Eligible Costs</b>	<b>Ineligible Costs</b>	<b>Total funding</b>
NOHFC	Conditional contribution	Eligible Costs	\$15,000	\$0	\$15,000
Recipient	Cash	All Costs	\$108,500	\$4,980	\$113,480
	<b>Total:</b>		<b>\$123,500</b>	<b>\$4,980</b>	<b>\$128,480</b>
<b>NOHFC % of total Eligible Costs:</b>			<b>12.15%</b>		

**3. Detailed List of Transactions**

Aside from any Advance Funds, NOHFC funding is provided on a cost reimbursement basis and NOHFC will only consider **one** request for reimbursement. As a result, you must record all Eligible Costs for the Event in the table below, including those paid with Advance Funds (if any) and those now being claimed for reimbursement in connection with the Event.

In order to initiate reimbursement of Eligible Costs, please complete the table below and submit this form to NOHFC, along with the following:

- (a) copies of invoices or such other documentation evidencing costs incurred relating to Eligible Costs claimed for any purchase exceeding \$500, or for any purchase of goods or services acquired from a Related Party; and
- (b) copies of cancelled cheques and/or such other documentation evidencing payment by the Recipient of Eligible Costs claimed for any purchase exceeding \$500 that was paid in cash, or for any purchase of goods or services acquired from a Related Party.

In accordance with the Agreement, NOHFC has the right to request copies of invoices or such other documentation evidencing costs incurred and/or copies of cancelled cheques or such other documentation evidencing payment by the Recipient of any Eligible Costs claimed in this Reimbursement Form and Final Report. If any such further documentation is requested, please provide such documentation so your request for reimbursement can be assessed.

**NOTE: Additional rows can be added depending on the number of transactions.**

Eligible Cost Category	Date of Invoice	Name of Supplier	Description of Item/Service Purchased	Invoice No.	Eligible Costs (net of HST)	Payment Ref. No.	<u>Internal Use Only</u> Reconciled
<b>A. Total Actual Eligible Costs</b>					\$		
<b>B. NOHFC Percentage of Eligible Costs</b>					12.15%		
<b>C. Total Contribution Amount</b> <i>Insert the lesser of (Ax B) and [approval amount]</i>							
<b>D. Less First Disbursement (Advance) Already Received</b> <i>Insert amount of Advance Funds received; ref. Schedule B</i>							
<b>TOTAL AMOUNT TO BE REIMBURSED</b> <i>Insert (C-D)</i>							

**4. Final Report on Event (please complete sections a, b and c below)**

a. People attended the Event (please choose one option from the list below):

- In-Person
- Virtually
- Both In-Person & Virtually

b. Number of people attending the Event:

DESCRIPTION	FORECAST	ACTUAL
In-Person Attendees	4,000	
Virtual Attendees		

c. Reason for the difference between the forecast and the actual number of attendees:

**5. Certification**

The Recipient hereby certifies that, as of the date hereof:

- a. all costs claimed in this Reimbursement Form and Final Report are Eligible Costs;
- b. the representations and warranties set forth in the Agreement are true and correct in all material respects;
- c. no Event of Default has occurred and is continuing;
- d. all of the Recipient’s obligations, as set out in the Agreement, have been satisfied; and
- e. all of the information provided in this Reimbursement Form and Final Report is true, accurate and complete.

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

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

Authorized Signature: \_\_\_\_\_

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

Print Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Print Title: \_\_\_\_\_

I/We have authority to bind the Recipient.

## NORTHERN ONTARIO HERITAGE FUND CORPORATION ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION FORM

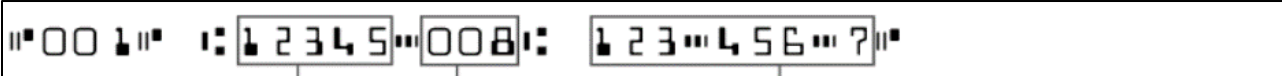
*\*\* to deposit funds into your account\*\**

**PROJECT NUMBER: 76004740**

**RECIPIENT NAME (the "Recipient"): THE CORPORATION OF THE CITY OF ELLIOT LAKE**

FINANCIAL INSTITUTION INFORMATION		
<b>ACCOUNT HOLDER NAME</b>		
<b>FINANCIAL INSTITUTION</b>		
<b>FINANCIAL INSTITUTION ADDRESS</b>		
<b>CITY</b>	<b>PROVINCE</b>	<b>POSTAL CODE</b>
<b>TRANSIT # 5 DIGITS</b>	<b>BANK # 3 DIGITS</b>	<b>ACCOUNT # 7-12 DIGITS</b>

***Cheque Example:***

		
TRANSIT #	BANK #	ACCOUNT #

I hereby authorize Northern Ontario Heritage Fund Corporation to deposit funds electronically, pursuant to the loan and conditional contribution agreement or conditional contribution agreement (as the case may be) between NOHFC and Recipient, into the bank account described above.

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Attach one of the following displaying your legal name and account information:

- Void Cheque
- Signed or stamped bank letter

Please note:

- A signed EFT form with void cheque is required for each project before a disbursement is made.
- Payment notifications and details are issued to Recipient via automated e-mail:

**E-mail Address:** \_\_\_\_\_

***Note: Bank counter cheques or cheques with hand written information are not acceptable.***



# MEMO

**To:** Council  
**From:** Kari Kluke, Director of Recreation and Culture  
**Date:** June 18th, 2026  
**Subject:** Ruben Yli-Juuti Centre Insurance Limitation Period Extension

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Staff have continued working with contractors to address the damage resulting from the pump failure that caused a hydrochloric acid leak at the Ruben Yli-Juuti Centre in June 2025. The leak caused extensive damage to the facility's mechanical room, resulting in the closure of the pool until March 2026 while repairs and equipment replacements were completed.

The repair work has been undertaken in two phases. Phase 1 focused on replacing and repairing critical equipment required to return the pool to operation for the winter and spring seasons. Phase 2 includes the replacement of remaining equipment and electrical components that required longer lead times for parts and necessitate a full facility shutdown to complete the work safely. Staff are currently awaiting final quotations for several remaining pieces of equipment that continue to operate but have experienced deterioration and reduced service life due to exposure to the hydrochloric acid leak.

To facilitate the completion of the remaining repairs, the Ruben Yli-Juuti Centre is scheduled to close on June 26, 2026. An exception will be made for the facility's 50th Anniversary Celebration Lap Swim on June 30, 2026, recognizing the anniversary of the Centre's opening on July 1, 1976.

Throughout the repair process, staff have worked closely with the City's insurance adjusters by providing ongoing invoices, contractor estimates, and regular updates related to the insurance claim. The original limitation period associated with the claim was set to expire on June 30, 2026. However, due to ongoing delays in obtaining contractor quotations and evolving repair requirements, there remains outstanding work that has not yet been finalized or submitted as part of the claim.

To allow sufficient time for the remaining scope of work to be accurately assessed and incorporated into the claim, the City's insurer has agreed to extend the limitation period. Intact Financial Corporation has provided the City with a Tolling Agreement that outlines the terms of this extension. The additional time will allow staff to obtain final quotations, complete detailed cost assessments, and ensure all eligible repair work is properly documented and submitted before the claim is finalized.

Respectfully submitted,

A handwritten signature in black ink, consisting of stylized initials 'KL' followed by a surname, likely 'Kluge'.

Kari Kluge  
Director of Recreation and Culture

## TOLLING AGREEMENT

THIS TOLLING AGREEMENT (this "Agreement") is entered into effective the **30th day of June, 2026** (the "Effective Date").

BETWEEN:

**Corporation Of The City Of Elliot Lake** ("Insured")

AND:

Intact Financial Corporation ("Intact")

(individually referred to as a "Party" and collectively referred to as the "Parties")

**WHEREAS** the Insured has submitted a claim (Claim No **6035866542**) for property damage for consideration against policy # **REB479817** (the "Policy") for which Intact insures 100% of the risk. **The claim is for damages caused by peristaltic pump failure resulting in hydrochloric acid leak.**

**AND WHEREAS** the Parties wish to enter into a Tolling Agreement, to provide an extension to the limitation period, in order to attempt to settle this claim.

**AND WHEREAS** the Policy provides as follows:

### 14. ACTION

Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one (1) year after the loss or damage occurs.

**AND WHEREAS** the Parties hereto agree that it is in their respective best interests, including potentially to save the costs arising from litigation, to enter into this Agreement;

**NOW THEREFORE IN CONSIDERATION OF** the covenants and agreements set forth herein and for other good and valuable consideration now paid and delivered by each Party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### **Article 1 Tolling and Expiry of Limitation Period**

**1.1** Notwithstanding the provision of any contract (including without limitation the Agreement), any federal or provincial limitations law, statute of repose, principle of prescription, equitable principle such as laches, rule of court, or rule of procedure ("Limitation Period"), the parties hereto agree that the deadline for commencing any action (the "Claim") in respect of the matters described in the recitals to this Agreement shall be suspended as of the Effective Date and expire as of the Termination Date.

- 1.2** All legal and equitable rights of Insured to take proceedings or make or bring the Claim against Intact are hereby preserved during the period of time beginning on the Effective Date and ending on the Termination Date (as defined below).

**Article 2 Duration**

- 2.1** The date that is ninety (90) days from the Effective Date (the "**Termination Date**" is **September 28<sup>th</sup> 2026**).

**Article 3 No Release**

- 3.1** Except as expressly provided herein in respect of any Limitation Period, this Agreement shall not in any manner, directly or indirectly, release, modify, change or alter the respective rights, obligations, duties, claims, causes of action or defences of the parties hereto vis-à-vis each other or vis-à-vis any other person, corporation or firm, and the parties expressly reserve all such other rights, obligations, duties, claims, causes of action and defences they may have against each other.

**Article 4 No Admission/Acquiescence**

- 4.1** This Agreement does not constitute an admission of liability on the part of either of the Parties hereto nor an admission that any claim would be or become barred or limited by any Limitation Period but for this Agreement.
- 4.2** Nothing in this Agreement constitutes an acquiescence or waiver with respect to any fact or matter on the part of Insured or Intact.

**Article 5 Independent Legal Advice**

- 5.1** Each of the Parties acknowledges that they have been given a copy of this Agreement and have carefully read and understood this Agreement. The Parties hereto each further acknowledge that this Agreement has been executed voluntarily after receiving independent legal advice. Each of the Parties hereto shall bear all of their own expenses including, but not limited to, legal fees incurred by that party in connection with the review and execution of this Agreement.

**Article 6 Binding on Successors, Etc.**

- 6.1** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

**Article 7      Entire Agreement**

**7.1**      This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement. No modification or amendment to this Agreement may be made unless agreed to in writing by each of the Parties hereto.

**Article 8      Ontario Law Governing Law; Jurisdiction**

**8.1**      This Agreement shall be governed by and construed in accordance with the laws of the Province of **Ontario** and the federal laws of Canada applicable in **Ontario**.

**Article 9      Notice**

**9.1**      Notices and other communications under or in relation to this Agreement shall be delivered, transmitted by telecopy or sent by registered mail, to the addressee as follows, or such other address provided change of notice is given to the other party hereto in writing:

To Insured:

**Corporation Of The City Of Elliot Lake**

45 Hillside Drive North

Elliot Lake, ON

P5A 1X5

Attention: Karilynn Kluke

Via Email: [kkluke@city.elliottlake.on.ca](mailto:kkluke@city.elliottlake.on.ca)

To Insurer:

Intact Financial Corporation

2450 Girouard O

Saint-Hyacinthe, QC

J2S 3B3

Attention: Mr. Patrick Langevin

Via Email: [patrick.langevin@intact.net](mailto:patrick.langevin@intact.net)

**Article 10 Counterparts**

**10.1** This Agreement may be executed in one or several counterparts and may be delivered by facsimile transmission or email, and each of which counterparts when so executed shall be deemed to an original, and such counterparts together shall be one and the same agreement.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the Effective Date.

Corporation of the City of Elliot Lake

per:

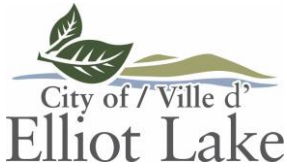
Corporation of the City of Elliot Lake

per:

Intact

per: Patrick Langevin





# STAFF REPORT

## REPORT FROM THE MANAGER OF ECONOMIC DEVELOPMENT

Re: Community improvement plan application for KES Equipment Inc

## RECOMMENDATION

That the Report from the Manager of Economic Development dated June 10, 2026 be received;

And that Council approve the Community Improvement Plan application by KES Equipment Inc for the property located at 4 Perini Rd;

And that upon completion of the project and approval of the Chief Building Official, that the funds be transferred from the CIP Reserve;

## BACKGROUND

Community Improvement Plans (CIPs) are used to benefit communities in the Province of Ontario by enabling municipalities to provide grants and loans to encourage investment in targeted areas of the municipality. The revitalization of communities through the implementation of CIPs can be used for business investment or economic development. Community Improvement Plans may also be used to encourage environmental remediation and redevelopment as well as effectively utilize existing community infrastructure. Any application for grants higher than \$7,500 will be reviewed and approved by Council.

## ANALYSIS

KES Equipment, located on Perini Rd, is undertaking an expansion and upgrade of their facility. A manufacturer of equipment for the mining industry, KES is a growing firm who has added 5 staff in the last 12 months.

KES Equipment have submitted a CIP application that includes a request for:

- Commercial Expansion Grant up to \$7,500
  - This incentive offers \$20 per square foot of newly created gross floor area in existing commercial or industrial applications.
  - KES will be adding 1,740 sq ft of space and therefore will max out at the \$7,500 grant limit.
  
- Building Façade Improvement Grant
  - The grant for the main/front façade improvements for a building or storefront will equal up to 50% to a maximum of: \$10,000 toward the façade improvement for a façade that is two storeys in height or 10 metres or more in width. The grant for exterior side or rear façade improvements that are visible from the street, public sidewalks, or parking facilities will equal up to 50% to a maximum of: \$5,000 per side/rear façade up to a maximum of \$7,500. The maximum façade improvement grant to any one building shall be \$17,500.
  - KES will be adding siding to 3 sides of the building. 2 quotes were provided with the most competitive quote offering a cost of \$48,500 for works completed. Based on the CIP criteria they would be eligible for the full \$17,500.
  
- Property Tax Increment Grant
  - The property tax increment grant would allow the phasing in of any tax increase relating to a revised property assessment resulting from the property improvements. The grant is calculated based on the increased assessment value after the renovation/construction (as determined by the Municipal Property Assessment Corporation (MPAC)) at the tax rate that was applicable in the year the renovation/construction was completed. The annual grant is based upon changes in property taxes as a result of construction and improvement. The annual grant is not based upon occupancy or changes in occupancy. The grant represents a percentage of the increase in municipal taxes (excluding education taxes) payable resulting from the improvements. Assessment is fixed from year 1 and the change in assessment is to be determined by MPAC such that the market value portion of increased assessment is not eligible. The grant will be provided over 4 years, where the tax increase is paid back to the applicant as follows:
    - 100% rebate in year 1
    - 75% rebate in year 2
    - 50% rebate in year 3
    - 25% rebate in year 4
    - Maximum CIP Eligibility

**The maximum eligibility for any CIP Application is \$20,000. Should KES Equipment complete both projects, their maximum payout will be \$20,000 plus the Tax Increment Grant.**

## **FINANCIAL IMPACT**

The “out of pocket” cost to the municipality, should both projects be completed would be \$20,000. With the tax relief, there is further forgone revenue of the tax dollars for the first four years after the project is completed and the property is reassessed by MPAC..

## **LINKS TO STRATEGIC PLAN**

In order to attract new businesses to Elliot Lake the municipality will invest in readiness tools, such as a Community Improvement Plan as well as the development of lands within the municipality for commercial use.

## **SUMMARY**

Staff recommend that Council approve the application and that the funds be transferred from the CIP Reserve upon the approved completion of works.

## REPORT FROM THE DIRECTOR OF FINANCE

Re: Authorization to Enter into a \$300,000 Visa Credit Limit with TD Canada Trust

### RECOMMENDATION

THAT Council authorize the Corporation of the City of Elliot Lake to enter into a \$300,000 Visa Credit Limit with TD Canada Trust (The Toronto-Dominion Bank) to replace the existing credit card facility held with Desjardins Credit Union, priced on TD's applicable schedule of rates;

AND THAT administration be delegated authority to manage and administer the Visa Credit Limit on behalf of the Corporation, consistent with existing practice;

AND THAT the Mayor and Clerk, or any two authorized signing officers as set out in the Corporate Resolution, be authorized to execute all required documentation to give effect to this resolution.

### BACKGROUND

The City of Elliot Lake currently maintains a corporate credit card facility with Desjardins to finance current municipal expenditures. As part of the City's transition of its primary banking relationship to TD Canada Trust, an equivalent Visa credit facility is being established with TD.

The \$300,000 Visa Credit Limit is a direct replacement for the existing Desjardins credit card product. There is no change in purpose, limit, or administrative practice associated with this transition.

### ANALYSIS

The Visa Credit Limit of \$300,000 provides the City with a corporate credit facility for financing current municipal expenditures in the normal course of operations. The facility is priced on TD's applicable schedule of rates, which is consistent with standard corporate Visa pricing.

As this facility is a direct replacement of an existing administrative tool with equivalent terms and purpose, it is recommended that administration be delegated authority to manage and administer the facility. This is consistent with the current practice under the Desjardins arrangement, where the Director of Finance and designated staff manage the day-to-day operation of the corporate credit card program within the City's procurement and expenditure policies.

The Corporate Resolution executed as part of the broader TD banking agreement authorizes any two of the designated signing officers to bind the Corporation in respect of this and the other TD facilities.

## FINANCIAL IMPACT

There is no additional net cost anticipated from this transition. Interest charges arise only on outstanding balances and are managed in accordance with existing practice. The City's standard policy of clearing credit card balances in a timely manner applies.

The \$300,000 limit is unchanged from the existing Desjardins facility. No additional credit exposure is created.

## LINKS TO STRATEGIC PLAN

This report supports efficient day-to-day municipal operations and sound financial management. Maintaining uninterrupted access to a corporate credit facility supports the City's ability to manage operational expenditures and vendor relationships effectively.

## SUMMARY

Administration recommends that Council authorize the \$300,000 Visa Credit Limit with TD Canada Trust to replace the existing Desjardins credit card facility, with administration delegated authority to manage the facility consistent with current practice. The transition involves no change in credit limit, purpose, or administrative approach.

Respectfully submitted,



**Andrew K. Ault MBA MSc MAEc**

Director of Finance, The Corporation of the City of Elliot Lake

## REPORT FROM THE DIRECTOR OF FINANCE

Re: Authorization to Enter into a \$10,000,000 Operating Line of Credit with TD Canada Trust

## RECOMMENDATION

THAT Council authorize the Corporation of the City of Elliot Lake to enter into a \$10,000,000 Operating Line of Credit with TD Canada Trust (The Toronto-Dominion Bank) at a rate of Prime minus 0.75%, repayable on demand with interest payable monthly, to be drawn upon only as required for in-year cash flow or cash management purposes, or upon explicit direction of Council;

AND THAT the Mayor and Clerk be authorized to execute all required documentation to give effect to this resolution.

## BACKGROUND

The Corporation of the City of Elliot Lake (the “City”) is transitioning its primary banking relationship to TD Canada Trust (TD), through its Northern Ontario Commercial Banking Group. As part of the overall banking package, TD has proposed a \$10,000,000 Operating Line of Credit to support the City’s in-year cash flow and working capital needs.

The facility is part of a broader suite of credit products offered under the TD Business Banking and Services Agreement, which is being presented to Council for authorization. The facilities are currently in final adjudication at TD, with formal Loan Agreement documentation expected to follow in short order.

## ANALYSIS

The Operating Line of Credit provides a revolving credit facility of up to \$10,000,000, available on demand at a rate of Prime minus 0.75%, with interest payable monthly on any outstanding balance. No principal repayment schedule is required; the balance is repayable on demand.

The purpose of this facility is to bridge short-term, in-year timing differences between municipal revenues and expenditures. Municipalities commonly experience periods of negative cash flow earlier in the fiscal year before property tax and other revenue streams are fully received. The operating line provides a financial safeguard during these periods without requiring the liquidation of investments or reserve funds.

Administration does not anticipate regular draws on this facility. It is intended to be used only when required for cash flow purposes or when Council provides explicit direction for a draw. The City's cash and investment management practices will remain the primary tool for managing short-term liquidity. Draws from this would be subject to section 407 of the *Ontario Municipal Act, 2001* or by explicit Council resolution.

The facility does not replace an existing product at RBC. It is a new credit tool being established as part of the transition to TD.

The proposed rate of Prime minus 0.75% is competitive for a municipal operating line of credit of this size and represents a favourable pricing arrangement reflective of the City's creditworthiness as a municipality under the Ontario Municipal Act.

## FINANCIAL IMPACT

There is no immediate cost associated with this authorization. Interest accrues only on amounts drawn and outstanding, at the rate of Prime minus 0.75% at the time of any draw, payable monthly. If the facility is not drawn upon, no cost is incurred.

Should draws occur, the associated interest costs would be reported as part of the City's in-year financing costs and managed within the approved operating budget.

## LINKS TO STRATEGIC PLAN

This report supports the City's commitment to sound fiscal management and prudent stewardship of public resources. Maintaining adequate liquidity tools ensures the City can meet its financial obligations without disruption to services.

## SUMMARY

Administration recommends that Council authorize the \$10,000,000 Operating Line of Credit with TD Canada Trust at Prime minus 0.75%. The facility provides an important cash management safeguard at no cost unless drawn, and will be used only as required for in-year cash flow purposes or upon explicit Council direction.

Respectfully submitted,



**Andrew K. Ault MBA MSc MAEc**

Director of Finance, The Corporation of the City of Elliot Lake

## REPORT FROM THE DIRECTOR OF FINANCE

Re: Authorization to Enter into a \$2,000,000 Revolving Equipment Facility with TD Canada Trust

### RECOMMENDATION

THAT Council authorize the Corporation of the City of Elliot Lake to enter into a \$2,000,000 Revolving Equipment Facility with TD Canada Trust (The Toronto-Dominion Bank) for the purpose of financing the purchase of equipment and vehicles, to replace the existing equivalent facility held with the Royal Bank of Canada (RBC), on fixed rates as confirmed at the time of each individual draw, with up to 10-year contractual term, up to 10-year amortization, and 10% annual prepayment permitted on each advance;

AND THAT the Mayor and Clerk be authorized to execute all required documentation to give effect to this resolution.

### BACKGROUND

The City of Elliot Lake currently maintains a revolving equipment financing facility with RBC for the purpose of funding the purchase of capital equipment and vehicles. As part of the City's transition of its primary banking relationship to TD Canada Trust, an equivalent facility is being established with TD.

It is noted that no transactions have been posted against the existing RBC equipment facility. The establishment of this TD facility is therefore a direct transition of an existing credit product, with no change in the nature or purpose of the facility.

### ANALYSIS

#### Facility Structure

The \$2,000,000 Revolving Equipment Facility is a revolving credit product that allows the City to draw funds as needed to finance approved equipment and vehicle purchases. Each draw is structured as a separate advance with its own fixed rate, contractual term, amortization period, and blended principal and interest payment schedule.

Upon confirmation of each advance, an executed draw request letter is required, confirming the draw amount, term, amortization, and that all required approvals authorizing the City to incur the indebtedness have been obtained.

## **Rates and Terms**

Indicative fixed rates as of June 2, 2026 are: 1-year: 3.595%; 2-year: 3.787%; 3-year: 3.964%; 4-year: 4.096%; 5-year: 4.134%; 10-year: 4.449%. Rates assume a 10-year amortization and are subject to daily change. The applicable rate for each advance will be confirmed at the time of draw.

Each advance permits 10% annual prepayment without penalty, consistent with the broader TD credit package.

## **Transition from RBC**

As no draws have been posted against the existing RBC equipment facility, the transition to TD involves no outstanding balances and no administrative complexity. The City will simply close the RBC facility upon establishment of the TD product.

## **Facility Usage**

Usage of this facility will be supported by explicit Council resolution, whereby Administration will provide the upset limit, amortization and term for any equipment purchase. Facility can also be approved during the Capital Budgeting process where explicit use of the facility is clear.

## **FINANCIAL IMPACT**

There is no immediate financial impact from this authorization. Costs will arise only as individual draws are made to fund specific equipment purchases approved through the City's normal capital budget process. At that time, the associated debt service costs will be incorporated into the relevant capital project budgets.

The revolving structure means the facility limit of \$2,000,000 is available on an ongoing basis as advances are repaid, subject to the overall facility cap.

## **LINKS TO STRATEGIC PLAN**

This report supports the City's commitment to maintaining a reliable and well-equipped municipal fleet and asset base. Ensuring continuous access to equipment financing on competitive terms reflects prudent capital planning and operational readiness.

## **SUMMARY**

Administration recommends that Council authorize the \$2,000,000 Revolving Equipment Facility with TD Canada Trust to replace the equivalent facility at RBC. The facility carries no immediate cost, is activated only upon individual draw requests

approved through the capital budget process, and offers competitive fixed rates with 10% annual prepayment flexibility.

Respectfully submitted,

A handwritten signature in green ink, appearing to read 'Ault', is positioned above the printed name.

**Andrew K. Ault MBA MSc MAEc**

Director of Finance, The Corporation of the City of Elliot Lake



# MEMO

**To: Mayor and Council**

**From: The Manager of Economic Development**

**Date: June 15, 2026**

**Subject: Fednor grant funding for the Economic Development Strategy**

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Through the Economic Development Department, the City has undertaken the preparation of a plan for the future growth of Elliot Lake. The 2026 Elliot Lake Economic Development Strategy: Moving Forward with Purpose will guide the department's efforts for the next five years. To complete this project, a budget of \$100,000 had been set. To offset this cost, Staff had applied for, and received funding from the Rural Ontario Development Program in the amount of \$50,000.

Staff have continued to seek additional supports for funding and in late May, staff received confirmation that FedNor will also be generously offering financial support for the project in the amount of \$20,000. This contribution is reflected in the funding agreement included in this evening's agenda.

Staff are grateful to our partners at FedNor for their support and are working very hard to ensure that the new strategy serves as a roadmap for the future success of our city.

Respectfully submitted,





# MEMO

**To: Mayor and Council**

**From: The Manager of Economic Development**

**Date: June 15, 2026**

**Subject: Funding applications for the Elliot Lake Airport**

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The Elliot Lake Airport is a key municipal asset and the current Strategic Plan identified its importance by recommending to make a strategy to make more effective use of the facility. Earlier this year, staff brought forth an airport Operations and Opportunities Assessment prepared by Explorer Solutions. This document outlines the current state of the airport, especially highlighting that the runway was at the end of its useful life. Staff have contacted local partners and received a very preliminary estimate of \$4,000,000 for the resurfacing of the runway.

Recently, 2 funding streams have been announced that may greatly offset the cost of this work.

## **NORDS**

From the Provincial release:

The NORDS Fund helps municipalities across northern Ontario invest in vital infrastructure such as roads and bridges, access new economic opportunities through resource development and mitigate the impacts of resource development on local infrastructure. Resource development operations, such as mining, forestry and agriculture, are an important part of the provincial economy, yet they can also disproportionately impact northern municipal infrastructure. NORDS helps these municipalities strengthen local infrastructure, invest in long-term community growth and support sustainable development.

The funding amount, if it is a repeat of the last NORDS cycle, will equal \$1,399,790.

## **Trade Diversification Corridors Fund (TDCF)**

From the program's web page:

The \$5 billion Trade Diversification Corridors Fund (TDCF) is a federal program designed to build and improve trade infrastructure that connects Canada. This will unlock access to new global markets and help double non-U.S. exports.

Transport Canada (TC) will deliver this funding in partnership with other government departments or agencies, including the Canada Infrastructure Bank.

The program will help Canada grow trade by:

- building and improving critical transportation infrastructure (roads, rail lines, airports, bridges, ports etc.) in trade corridors
- addressing costly congestion that is hindering Canada's economic growth
- supporting better regional connections, new ideas, and economic growth

Funding could be provided as repayable or non-repayable contributions, depending on the project. In some cases, we may use both types of funding.

The program **will fund transportation projects that:**

- expand trade and transportation infrastructure to help Canada reach global markets
- reduce traffic and delays that slow down the economy
- fix gaps in trade-related transportation infrastructure that hold back national or regional growth

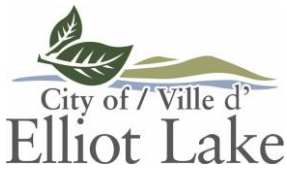
This program would cover 50% of eligible costs.

In the case of both funding streams, works are required to be completed by 2031.

Staff will be working to complete funding applications for these programs over the coming weeks. If approved, staff will return to Council with a fulsome report requesting a resolution of support for the project and a budgetary commitment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Steve Allen". The signature is written in a cursive, flowing style.



# STAFF REPORT

## REPORT FROM THE MANAGER OF ENVIRONMENTAL SERVICES

Re: Curbside Garbage Collection Tender Results

## RECOMMENDATION

That the report of the Manager of Environmental Services regarding the results of Request for Tender No. CGC-2026-13 for Curbside Garbage Collection be received; and

That Council approve entering a five (5) year agreement with GFL Environmental Inc. for the provision of curbside garbage collection services commencing July 1, 2026, and ending June 30, 2031, in accordance with the terms and pricing set out in the tender submission; and

That the appropriate by-law be passed.

## BACKGROUND

Curbside garbage collection is an essential component of the City of Elliot Lake waste management system. This service was historically provided by Municipal Waste and Recycling Consultants beginning in 2011. As of July 2019, Municipal Waste and Recycling Consultants were purchased by GFL Environmental. Since that time GFL Environmental has been continuing to provide this service to the City of Elliot Lake.

Request For Tender No. CGC-2026-13 was released on May 22<sup>nd</sup>, 2026, and closed on June 9<sup>th</sup> 2026. This contract serves to provide an adequate level of curbside garbage collection services to all residential homes, which includes the provision of all labour, materials and equipment necessary. The tender document outlined all requirements, specifications and standards which must be adhered to by the contractor. This tender document continued with the one-day collection period on a weekly basis.

A Waste Management System Certificate of Approval, issued by the Ministry of Environment, Conservation and Parks is required to transport the solid wastes and was a strict requirement for all bidders. The tender was advertised on Bids & Tenders and only one firm submitted a bid (GFL Environmental).

## ANALYSIS

Currently this service is provided in the amount of \$194,903.81 plus HST to the City of Elliot Lake. The new annual price beginning in July 2026 until June 2027 will be \$222,135 plus HST. There is currently

\$228,660 budgeted for Waste Management Collection. The chart below outlines all the pricing for the five (5) year contract, and each year will have an increase of 4%.

<b>YEAR</b>	<b>PRICING</b>
July 2026 – June 2027	\$222,135
July 2027 – June 2028	\$231,020
July 2028 – June 2029	\$240,261
July 2029 – June 2030	\$249,872
July 2030 – June 2031	\$259,867
<b>TOTAL</b>	<b>\$1,203,155</b>

### **FINANCIAL IMPACT**

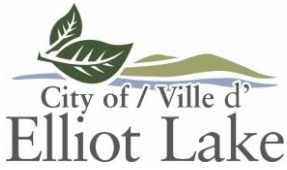
With the total of \$228,660 budgeted for Waste Management Collection and the bid resulting in \$222,135 this aligns with the budgeted amount. With the annual pricing beginning in July and ending the following June, budgeting for these increases can certainly be planned and accomplished.

### **LINKS TO STRATEGIC PLAN**

This aligns with the strategic plan through the municipality recognizing its interest and role as a steward and stakeholder in the condition of the local environment and will continue to conduct its affairs with an awareness of environmental impact.

### **SUMMARY**

Approving the recommendation presented in this report will ensure continuity in the provision of a desired service level. The recommended service provider meets all the specifications and requirements outlined in the tender, has a proven level of competency in the delivery of this service and has provided a price within the budgeted amount.



# STAFF REPORT

## REPORT FROM THE MANAGER OF ENVIRONMENTAL SERVICES

Re: Heat Exchanger Request For Quotation

## RECOMMENDATION

That the report of the Manager of Environmental Services regarding Request for Quotation No. WHE 2026-01 for the supply of a wastewater heat exchanger be received; and

That Council approve the purchase of a spiral wastewater heat exchanger from Vector Process Equipment Inc. in the amount of \$107,200 plus HST; and

That Council approve the transfer of \$7,200 from the Water and Wastewater Reserves to fund the budget shortfall associated with this capital project; and

AND THAT the appropriate by-law be passed.

## BACKGROUND

The Heat Exchanger at the Wastewater Treatment Plant is an integral piece of infrastructure. It provides adequate mixing to the Primary Digester while supplying heat to the process to remain in the range of 32 to 35 degrees Celsius. With a loss of this infrastructure, Digester Gas will not be created and utilized as fuel for the boilers which provide hot water to the heat exchanger along with heat many buildings at the Wastewater Treatment Plant.

Historically the supplied heat exchangers have been failing frequently, the intent of this capital project is for the provision of a replacement unit that can be installed immediately should a failure occur with the current heat exchanger. This will allow for little to no downtime on the sludge digestion process along with a continuation of adequately heated sludge.

## ANALYSIS

Request For Quotation No. WHE 2026-01 was posted on Bids & Tenders and closed on April 27<sup>th</sup> 2026. Three bids were received for the supply of a spiral type of wastewater heat exchanger. These bids ranged from \$107,200 to \$149,000 plus HST.

Staff is recommending the purchase of the heat exchanger from Vector Process Equipment Inc. at the price of \$107,200. Vector is the supplier of the heat exchanger currently in use and it will be a direct

swap should a failure occur, no piping modifications will be required and staff is familiar with the operation and maintenance on this unit.

### **FINANCIAL IMPACT**

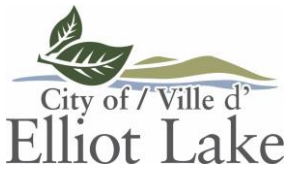
The budgeted amount for this capital project is \$100,000 resulting in a variance of \$7,200 that staff recommends be withdrawn from the Water & Wastewater Reserves. There is also anticipated cost savings from projects such as the sludge site cleanout/lagoon clearing at \$150,000.

### **LINKS TO STRATEGIC PLAN**

This aligns with the strategic plan through Action 20, the City focusing on comprehensive asset management planning to prioritize ongoing required infrastructure renewal and maintenance.

### **SUMMARY**

Staff is recommending the purchase of the spiral type heat exchanger from Vector for the price of \$107,200 with the unbudgeted amount being withdrawn from the Water & Wastewater Reserves. This backup heat exchanger unit will provide adequate process protection for the sludge digestion process should a failure occur in the future.



# STAFF REPORT

## REPORT FROM THE DIRECTOR OF RECREATION AND CULTURE

Re: Jays Care Field Of Dreams Agreement

## RECOMMENDATION

That Council approve entering into an Agreement with Jays Care Foundation for the Field of Dreams project and receipt of associated grant funding; and

That the appropriate by-law is passed.

## BACKGROUND

In the fall of 2025, City staff submitted an application to the Jays Care Foundation's Field Of Dreams Grant program. In January 2026, staff were notified that the City had been selected to advance to the second stage of the application process.

The application proposed several improvements to Parsons Park, including the replacement of the existing backstop fencing and fencing along the first and third baselines, as well as upgrades to both the home and visitor dugouts. The project also included improvements to the infield playing surface through the addition and grading of infield mix to improve drainage, eliminate low spots, enhance player safety, and reduce puddling following rainfall events.

In addition, the application proposed the installation of new spectator bleachers along the third base line. The proposed bleachers, approximately three to four rows high, would be installed between the retaining wall adjacent to Rogers Arena and Parsons Park, restoring field-level spectator viewing opportunities.

## ANALYSIS

On June 7, 2026, the City of Elliot Lake was announced as a successful recipient of a Field Of Dreams Grant, made possible through the Jays Care Foundation and TD. Through this program, the City will receive \$120,000 to support the Parsons Park Renovation Project.

The proposed Letter of Agreement establishes the partnership between the City of Elliot Lake and the Jays Care Foundation and outlines the terms and conditions associated with the grant funding. The agreement defines the responsibilities of both parties and includes provisions related to funding disbursement schedules, project timelines, reporting requirements, recognition and promotional obligations, logo usage, and other administrative requirements associated with the grant program.

The proposed improvements will enhance the safety, functionality, and overall user experience at Parsons Park while supporting the continued use of the facility for baseball and community programming.

### **FINANCIAL IMPACT**

The City of Elliot Lake will receive \$120,000 from the Jays Care Foundation to complete the Parsons Park Renovation Project.

In addition to the grant funding, Council previously approved \$30,000 within the capital budget to support the replacement of the backstop fencing. These funds were identified to supplement the project if required or to allow staff to begin addressing priority improvements at Parsons Park should the grant application have been unsuccessful. The approved municipal contribution will assist in ensuring the project can be completed as proposed and provide flexibility should costs exceed initial estimates.

### **LINKS TO STRATEGIC PLAN**

This project aligns with the City's Strategic Plan by supporting the objective of strategically pursuing grant funding for priority community projects. The improvements at Parsons Park address aging recreational infrastructure, enhance community assets, and contribute to the ongoing maintenance and renewal of municipal facilities for the benefit of residents and visitors.

### **SUMMARY**

The Jays Care Foundation Field Of Dreams Grant represents a significant investment in Parsons Park and will support important upgrades to the facility's infrastructure, safety, and overall experience for both players and spectators. Through the proposed Letter of Agreement, the City of Elliot Lake will receive \$120,000 in grant funding toward the Parsons Park Renovation Project. The project aligns with Council's commitment to maintaining and improving community recreational assets while leveraging external funding opportunities to maximize investment in municipal facilities. Approval of the Letter of Agreement will allow staff to proceed with the project and fulfill the requirements associated with the grant program. The improvements will enhance the quality, functionality, and longevity of Parsons Park for years to come.



June 17<sup>th</sup>, 2026

The Corporation of The City of Elliot Lake  
 C/O Karilynn Kluge  
 45 Hillside Dr. N  
 Elliot Lake, ON, P5A 1X5

Dear Karilynn,

Congratulations! On behalf of Jays Care Foundation, I am delighted to inform you that the City of Elliot Lake has been awarded a Field Of Dreams Grant made possible by TD in the amount of **\$120,000**. Your application was very well received by our Grants Committee and approved by our Board of Directors at our most recent board meeting.

Jays Care Foundation, the charitable arm of the Toronto Blue Jays, uses the game of baseball to give kids across Canada a place on a team where they belong. We help level the playing field by creating safe and inclusive spaces where communities like yours can connect, and kids can grow.

Please have an officer of your organization execute two copies of this Letter of Agreement (return one to Jays Care Foundation and keep the other for your records), thereby acknowledging and agreeing to the following:

- The Grant issued by Jays Care Foundation will be used for the following approved project:  
**Parsons Park Renovation Project, including new fencing, backstop, and bleachers.**
- The City of Elliot Lake will execute the marketing and communication strategies outlined in the partnership proposal titled – *The Corporation of The City of Elliot Lake – Partnership Proposal*, a complete copy of which is attached hereto as Schedule “A.” Jays Care Foundation reserves the right to make amendments to the proposal in its sole discretion;
- No portion of the Grant will enure to the benefit of an individual;
- No portion of the Grant will be used to influence legislation or for any political campaign of any political office;
- No change of the Grant in purpose, operation, or nature has taken place in the Organization’s organization since the date of its Grant proposal;
- Prior to funds being disbursed, the Organization will submit updated quotations for the material/product/labour that Jays Care Foundation funds will be used for;
- In carrying out the objects of the Grant on behalf of Jays Care Foundation, the Organization will maintain the funds raised and disbursed to it by Jays Care Foundation separate from its own funds;
- The Organization will complete and deliver to Jays Care Foundation: Bi-Monthly Progress Reports commencing 60 days after execution of the Grant; a Mid-Project Report; and a 90 Day Post Grant Report within 90 days following the completion of the approved project;
- Funding will be disbursed in three installments, as determined by Jays Care Foundation in its sole control and discretion:

One Blue Jays Way, Suite 3200 | Toronto, Ontario | M5V 1J1 | Canada  
 WEB: [www.jayscare.com](http://www.jayscare.com) | EMAIL: [jayscarefoundation@bluejays.com](mailto:jayscarefoundation@bluejays.com) | TWITTER: @JaysCare  
 Charitable Registration #89084 7189 RR0001



- The first installment, constituting 50% of the total funding, will be issued upon receiving this signed Letter of Agreement, updated quotes, and a detailed field maintenance plan, including:
  - Who will maintain the field?
  - What is the annual field maintenance plan's budget?
  - Details on how maintenance will be executed: weekly maintenance checklist;
- The second installment, constituting 40% of the total funding, will be issued upon completion of the Mid-Project Report, based on project timelines and a budget to actual report.
- The balance will be issued upon the completion of on-site recognition and an opening ceremony, which are outlined in "Schedule A"
  - In the event the project is completed under budget, Jays Care will be notified of any remaining funding, and an approved plan to spend remaining funds will be discussed.
- The approved project is expected to be carried out from **September 7<sup>th</sup>, 2026 – November 20<sup>th</sup>, 2026**.
- If the approved project is not materially complete within six months of November 20<sup>th</sup>, 2026, Jays Care Foundation reserves the right to reduce the overall size of the Grant by 10%. The Grant may be reduced by a further 5% for each additional three months that the project remains unfinished. Applicants who submit written requests to Jays Care Foundation may receive an extension, to be granted in Jays Care Foundation's sole and absolute discretion, in which case such reductions shall not be applied.
- The Organization hereby grants permission to Jays Care Foundation to publish in whole or in part the Post Grant Update Report;
- The Organization hereby grants Jays Care Foundation and the Toronto Blue Jays the right to use the Organization's marks in promoting the project;
- Jays Care Foundation retains the right to conduct an audit of this Grant and the usage of Grant funds. Upon reasonable notice provided to the Organization, the Organization will participate in any such evaluations or audits and make the Organization's records, books, supporting documentation and reports available to Jays Care Foundation personnel or consultants;
- The Organization hereby agrees to indemnify and save Jays Care Foundation, its officers, directors, employees and agents harmless from and against any and all costs, claims, demands, expenses, actions, causes of action, and for any liability for damages to property and injury to persons (including death) howsoever caused, arising out of or in any way related to the Grant or the Organization. Jays Care Foundation holds this indemnity in trust for parties who are not parties to this Letter of Agreement;
- Jays Care Foundation shall have the right to terminate the Grant and this Letter of Agreement with immediate effect upon written notice to the Organization:
  - If the Organization violates any of the provisions of this Letter of Agreement;
  - Upon the occurrence of any event or circumstance involving the Organization or its personnel which Jays Care Foundation reasonably believes may:



- Impact upon the usage of the Grant funds for their intended purpose;
- Place in jeopardy the availability of the Grant funds for their intended purpose; or
- Bring disrepute to or lead to unfavourable publicity for Jays Care Foundation; or
- In the event that Jays Care Foundation becomes aware of a previously undisclosed circumstance or event of the nature described in the immediately preceding clause;
- If the Grant and this Letter of Agreement are terminated:
  - Jays Care Foundation shall withhold any further payments of Grant funds;
  - The Organization shall repay forthwith any unspent portion of the Grant funds to Jays Care Foundation; and
  - The Organization shall repay forthwith any portion of the Grant funds that the Organization has spent, if the opinion of Jays Care Foundation, such Grant funds have not been spent in accordance with this Letter of Agreement;
- The Organization hereby releases Jays Care Foundation, its officers, directors, employees and agents from any and all claims, demands, actions and causes of action arising out or in any way related to the termination of the Grant or this Letter of Agreement. Jays Care Foundation holds this release in trust for parties who are not parties to this Letter of Agreement;
- The Organization shall not make any public disclosure of the terms of this Letter of Agreement or with respect to its dealings with Jays Care Foundation hereunder without the prior written consent of Jays Care Foundation;
- The Organization's audit, reporting, indemnification and confidentiality obligations, the Organization's obligations to return any of the Grant funds in accordance with the terms hereof, as well as the release by the Organization in connection therewith, shall survive the expiration or the termination of this Letter of Agreement or the Grant.

We wish you continued success in your efforts to positively impact the lives of children and youth and it is a pleasure to be among your current supporters. Should you have any further questions or concerns please contact Shari Ralph-Topolie, (416) 341-1246.

Kindest regards,

Peter King  
Executive Director  
Jays Care Foundation

Dated as of the 12 day of June, 2026



Peter King, Executive Director

Name & Title (please print)

Jays Care Foundation

\_\_\_\_\_  
Name & Title (please print)

The Corporation of the City of Elliot Lake

\_\_\_\_\_  
Signature

Jays Care Foundation

\_\_\_\_\_  
Signature

The Corporation of the City of Elliot Lake

Shari Ralph-Topolie, Director, Finance & Operations

Name & Title (please print)

Jays Care Foundation

\_\_\_\_\_  
Name & Title (please print)

The Corporation of the City of Elliot Lake

\_\_\_\_\_  
Signature

Jays Care Foundation

\_\_\_\_\_  
Signature

The Corporation of the City of Elliot Lake

**Schedule "A"**

***The Corporation of the City of Elliot Lake – PARTNERSHIP PROPOSAL***

Jays Care Foundation is excited to celebrate this project with you and we look forward to both promoting the partnership between our organizations and sharing your story with our supporters to demonstrate the positive impact you are making in the communities you serve. We would like to

One Blue Jays Way, Suite 3200 | Toronto, Ontario | M5V 1J1 | Canada  
WEB: [www.jayscare.com](http://www.jayscare.com) | EMAIL: [jayscarefoundation@bluejays.com](mailto:jayscarefoundation@bluejays.com) | TWITTER: @JaysCare  
Charitable Registration #89084 7189 RR0001



provide you with a platform to share your success with our network. Below are the points discussed and agreed to with respect to the recognition of our partnership.\*

#### Jays Care Foundation Marks:

- Jays Care Foundation hereby grants the Organization the right to use Jays Care Foundation's marks for the purposes set out in this Schedule "A", in accordance with Jays Care Foundation's trademark licensing and usage guidelines, copies of which will be provided to the Organization (see Schedule "B")

#### Relevant Newsletters, Written Publications & Digital Media:

- Jays Care Foundation logo and/or social media handle(s) and tags are to be included in any:
  - Newsletter/major publications related to the agreed upon project
  - Media/Press Releases/materials related to the agreed upon project
  - Social media posts, subject to collaboration and approval from both parties

#### On-Site Recognition:

- Jays Care Foundation, in collaboration with the Organization, will design, produce and install permanent signage displaying the Jays Care Foundation Field Of Dreams logo and/or the Toronto Blue Jays logo and/or the Organization's marks, at no cost to the Organization. Signage may be placed on the **dugouts, backstop and fencing** (see Schedule "B" for reference) of a diamond or other mutually agreed upon location for other types of projects upon completion.
- The organization is responsible for maintenance
  - Organization shall use commercially reasonable efforts to maintain the project site in substantially the same condition as it was in at the time of completion of the project, subject to reasonable wear and tear commensurate with the nature and duration of use of the project
  - In the event that the Organization (i) proposes to or is otherwise required to: (i) sell the project site, (ii) redevelop the project site, the Organization shall forthwith provide written notice of such circumstance to Jays Care Foundation immediately following the time at which the Organization becomes aware of the same

#### Proportionate Recognition:

- Where another funder providing less funding to your organization requires more recognition than required here for Jays Care Foundation, your organization's recognition of Jays Care Foundation will be equal to or greater than that same funder that requires more recognition.



Special Events:

- Opening Ceremony (upon completion):
  - Jays Care Foundation involvement with any opening ceremony or similar events celebrating the completion of the project, including approvals of all relevant published materials (see above) and media outreach
  - Speaking opportunity at the ceremony for Jays Care as well as a TD Representative
  - Opportunity to host Baseball Clinic/Activities immediately following ceremony (preference to be given to nearest organization implementing Jays Care Foundation programming such as RBI, Indigenous Rookie League, Girls At Bat or Challenger Baseball)
- Participation in any additional opportunities that may have been described in the full proposal application approved by Jays Care Foundation and submitted by the Organization.

\*Please note: All recognition pieces must be approved by Jays Care Foundation's Communications Team.

## Schedule "B"

### *Jays Care Foundation Brand Usage Guidelines*

**Field Of Dreams made possible by TD and Jays Care Foundation Brand Guidelines:**

Congratulations again on receiving a *Field Of Dreams made possible by TD* award! We realize you may wish to share this exciting news with your community and talk about the project with local news outlets. Before mentioning Jays Care Foundation or the *Field Of Dreams made possible by TD* program, please consider the following:

One Blue Jays Way, Suite 3200 | Toronto, Ontario | M5V 1J1 | Canada  
 WEB: [www.jayscare.com](http://www.jayscare.com) | EMAIL: [jayscarefoundation@bluejays.com](mailto:jayscarefoundation@bluejays.com) | TWITTER: @JaysCare  
 Charitable Registration #89084 7189 RR0001



- When mentioning our *Field Of Dreams made possible by TD* program, kindly note that “Of” is always stylized with an uppercase “O”
- Any mention of *Jays Care Foundation* - or *Jays Care* – will never have an apostrophe in the word “Jays”
- We are always happy to provide you with the correct logo files to help brand your project! If there is ever an issue with the logo we have provided, please let us know and we’ll send you a different version. We kindly ask that our marks are never manipulated
  - *Jays Care Foundation's* primary Field of Dreams made Possible by TD logo is available in a primary and knockout version:



- As the charitable arm of the *Toronto Blue Jays*, we are thrilled to have the support of the entire organization behind your project! When including our logo on any signage, please ensure that there is no competing logo of another Major League Baseball team.
- To seek approval for using the Blue Jays logo on your diamond, please send a formal request to [FieldofDreams@bluejays.com](mailto:FieldofDreams@bluejays.com). Please note that the logo can only be used on turf signage.
- Ahead of your *Field Of Dreams, made possible by TD* opening, we will send you a link to a project-specific media kit that will include assets to help promote your event

**Examples of On-Site Recognition Reference Photos**

**Dugouts**



Backstop



Fencing





# STAFF REPORT

## REPORT FROM THE CHIEF ADMINISTRATIVE OFFICER

Re: Rogers Arena Rehabilitation Project – Past, Present and Future

## RECOMMENDATION

THAT Council receive the report from the Chief Administrative Officer regarding the Rogers Arena Rehabilitation Project – Past, Present and Future for information;

AND THAT Council direct administration to continue project closeout activities, financial reconciliation, operational readiness planning, and development of a long-term preventative maintenance and facility monitoring program for Rogers Arena.

## BACKGROUND

Rogers Arena (formerly Centennial Arena) is Elliot Lake's only indoor ice facility and remains one of the City's most important recreational and community assets.

In September 2023, the facility was closed following the identification of structural concerns requiring immediate investigation and stabilization measures. Initial efforts focused on emergency response activities intended to protect public safety and preserve the facility while technical investigations were undertaken.

As engineering investigations progressed, additional deficiencies were identified involving structural elements, foundation systems, soil conditions, life safety systems, accessibility requirements, and long-term operational functionality. As a result, the project evolved from a localized structural repair initiative into a comprehensive rehabilitation and modernization program intended to restore the facility and extend its useful life.

Over the course of the project, Council considered and approved numerous construction, engineering, procurement, funding, and project management decisions as new information became available and project requirements evolved.

This report is intended to consolidate information regarding the project's history, current status, financial considerations, future operational approach, and lessons learned.

## ANALYSIS

As of June 2026, the Rogers Arena Rehabilitation Project is approaching substantial completion, with reopening activities targeted for the 2026–2027 ice season.

Major structural rehabilitation activities have been substantially completed. Remaining work generally includes final concrete and apron work, commissioning and verification activities, operational readiness planning, selected roof purlin repairs, project documentation closeout, preventative maintenance planning, and user experience upgrades.

Administration continues to work with consultants, contractors, and facility staff to confirm all operational requirements necessary to support a safe reopening.

In March 2026, Elliot Lake experienced a significant snow event resulting in substantial snow accumulation on the arena roof. Engineering review identified localized damage to selected purlin elements; however, installed monitoring systems did not identify abnormal structural behaviour and the primary structural system performed within acceptable limits.

Following project completion, administration intends to implement a structured facility management approach focused on scheduled inspections, preventative maintenance programs, snow monitoring procedures, lifecycle asset planning, annual operational reviews, condition assessments, records management, and periodic professional review where warranted.

Administration's objective is to ensure Rogers Arena is managed as a stable municipal asset supported through established operational practices and sound asset management principles.

---

#### LEGISLATIVE / POLICY CONSIDERATIONS

This report is presented in accordance with the Municipal Act, 2001 and the City's established Council reporting framework.

Administration's future management of the facility will continue to comply with applicable legislation, engineering standards, procurement requirements, occupational health and safety obligations, and municipal policies governing public infrastructure and asset management.

No by-law amendment or Council policy amendment is required because of this report.

---

#### GOVERNANCE AND LESSONS LEARNED

The Rogers Arena Rehabilitation Project represents one of the most significant and technically complex infrastructure initiatives undertaken by the City in recent years.

The project evolved over several years under changing technical information, site conditions, funding opportunities, regulatory requirements, and operational considerations. Throughout that period, Council and administration were required to make decisions based on the best information available at the time while balancing public safety, financial stewardship, project timelines, and community expectations.

As the project approaches completion, administration has identified several opportunities to strengthen future major capital project delivery, including:

- Enhanced project governance and reporting structures;
- Consolidated project and financial reporting frameworks;

- Clear documentation of scope changes and decision points;
- Strengthened lifecycle asset management practices;
- Continued investment in condition assessments and infrastructure planning; and
- Ongoing public communication regarding project progress and outcomes.

Administration believes these practices will support informed decision-making, improve transparency, and strengthen the City's ability to manage complex infrastructure projects in the future.

The project has also reinforced the importance of long-term asset management planning and the value of maintaining critical community infrastructure through proactive inspection, maintenance, and renewal programs.

As the City transitions from project delivery to facility operations, administration's focus is on ensuring that the knowledge gained through the rehabilitation process is incorporated into future planning, operational practices, and capital project governance.

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#### COMMUNICATIONS CONSIDERATIONS

The Rogers Arena Rehabilitation Project has been one of the most visible and significant municipal initiatives undertaken in recent years and has generated substantial public interest throughout its duration.

Administration recognizes the importance of maintaining public confidence through transparent reporting and clear communication regarding project status, expenditures, risks, and future operations.

This report is intended to provide Council and the public with a consolidated overview of the project's history, current status, and future direction while acknowledging that final financial reconciliation and project closeout activities remain ongoing.

Administration will continue to provide updates as significant milestones are achieved, including financial reconciliation, operational readiness activities, and facility reopening plans.

#### FINANCIAL IMPACT

Administration has undertaken a review of historical project approvals, expenditures, funding sources, grants, donations, contingencies, and project reporting associated with Rogers Arena.

Historical project reporting reviewed by administration identified that financial information associated with Rogers Arena was presented over multiple years through separate reports addressing emergency stabilization, structural rehabilitation, foundation remediation, life safety upgrades, operational modernization, and project contingencies.

As a result, various reports referenced differing financial measures including approved budgets, committed expenditures, construction progress payments, donations, grants, contingencies, and projected future costs rather than a single consolidated project framework.

Administration's review identified:

- Approximately **\$9.184 million** in project approvals and funding authorities identified prior to May 2025;
- Subsequent Council approvals associated with the full facility retrofit and modernization program;
- Project expenditures exceeding **\$12.83 million** as of May 2025;
- Additional approvals approaching **\$13.78 million**;
- Projected total project costs presently estimated at approximately **\$26.61 million**, subject to final reconciliation and closeout activities; and
- Donations and contributions exceeding **\$6.1 million**, including the Rogers family contribution.

Administration notes that portions of historical project reporting also reflected contingency authorities, delegated approvals, contractor commitments, and phased construction authorizations approved under evolving technical and operational circumstances.

Administration believes it is important moving forward that project reporting clearly distinguish between:

- Gross project expenditures;
- Funding approvals;
- Grants and donations;
- Committed versus received contributions;
- Contingency authorities; and
- Net municipal financial exposure.

## LINKS TO STRATEGIC PLAN

Rehabilitating Rogers Arena advances every goal within the strategic plan. The project directly delivers on Council priorities by upgrading recreation infrastructure and fostering community well-being. Additionally, it models responsible asset stewardship through transparent risk management, fiscal accountability, and a commitment to long-term facility sustainability.

## SUMMARY

The rehabilitation of Rogers Arena has been a technically complex, financially significant, and highly visible municipal undertaking completed under evolving conditions over several years.

Substantial progress has now been made toward restoring a critical community asset that will serve residents, user groups, and visitors for many years to come.

Administration's focus moving forward is completion of remaining project work, safe reopening of the facility, accurate financial reconciliation, implementation of sustainable maintenance practices, and application of lessons learned to future municipal capital projects.

Through these efforts, administration intends to ensure Rogers Arena remains a safe, sustainable, and well-managed community asset supported by sound governance, asset management, and operational practices.



# MEMO

To: Mayor and Council

From: Andrew Ault

Date: June 16, 2026

Subject: Memo on Arena Debt Instrument and Draw Amount

## **Memo**

The purpose of this memo is to outline the assumptions for projected costs of the Rogers Centennial Arena, and to provide additional background information on the Administration's recommendation for the debt financing instrument.

## **Cost Projection**

The below summarizes Council approvals, separated between the time period before, and after, the Treasurer's Report (which showed expenses up to May 1, 2025). The resolutions below were confirmed with the Clerk's Office. Actual reported expenses and projections are also included, which together, form the basis of the cost projection of the arena.

Prior to May 1, 2025

The following table outlines major Council approvals between September 2023 and May 8, 2025 when the Treasurer report was given.

DATE	DESCRIPTION	AMOUNT (\$)
August 14, 2023	Initial Inspection	34,935
Oct. 3, 2023	Service to Mitigate Potential Collapse	218,906
Oct. 3, 2023	Health Monitoring	60,000
Dec 20, 2023	Service to Mitigate Potential Collapse	350,000
Mar	Structural remediation cost estimate presented to council (\$4.3MM+600K for geotech.) Foundation pier issues flagged for the first time. Roof system and structural work authorized to proceed concurrently.	4,360,000
Apr. 8, 2024	Council approved WRD for structural repairs at \$186,900.	186,900
Aug. 7, 2024	Special meeting: foundation footing failures confirmed. Dr. Dan Tingley (WRD) presented outrigger system proposal. Council informally authorized Tingley to proceed. Additional Level C estimate spending authorized.	1,000,000 <i>cancelled project</i>
Sept., 2024	Council approved roof work to JCI at \$1,479,029+HST and \$150,000 contingency.	1,629,029
Oct. 15, 2024	Unanimous approval of sole-sourced fire suppression (sprinkler) system repairs; required after sprinklers removed during column replacement work. Approval for \$83,736.43. Contingency not exercised thus not added to total.	83,736
Oct. 31, 2024	Special meeting: outrigger system declared non-viable due to soil conditions. Council voted to approve sole-sourced micro pile foundation contract (plus \$160K contingency to CAO discretion).	1,754,000
Jan. 30, 2025	Winter shoring approved by City with TRS (\$118,000), Skyway (\$120,000) and Kennedy Electrical (\$75,000) approved.	313,000.00
Mar. 31, 2025	Additional shoring approved of \$95,000 plus \$20,000 contingency for approval from CAO	95,000.00
	<b>TOTAL APPROVED</b>	<b>\$9,085,506</b>
May 1, 2025	Redesigned foundation plan with 4 micro piles per column	\$1,660,000
May 1, 2025	CAO Delegated Contingency on Above Referenced Work	\$350,000
As of May 1, 2025	<b>TOTAL APPROVALS (including above 2)</b>	<b>\$11,095,506</b>
As of May 1, 2025	<b>TOTAL EXPENDITURES AND COMMITMENTS</b>	<b>\$12,827,081</b>

As shown in the above table, for information only (and exclusive of contingencies on individual line items where it was not exercised as well as exclusive of cancelled projects) total approvals fall short of total expenditures. Full breakdown of these expenditures is located on the report previously presented to Council (pp. 17-19 linked [here](#)). It is noted Council did give approval on the outrigger system however geotechnical analysis suggested it was not viable and hence this approval was excluded from the total of approvals to date.

*May 2, 2025 and Beyond*

The following approvals were given for the Arena project:

<b>DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT (\$)</b>
Sept. 2025	Unanimous approval of full arena retrofit to meet life safety standards. Architect agreement with Perry & Perry approved with a Class D budget endorsed.	\$11,599,000
Dec. 8, 2025	Perry & Perry presented and received approval for \$1.316MM in enhanced design options.	1,316,000
Mar. 10, 2026	Knee brace project approved to TRS/WRD	350,000
	<b>TOTAL APPROVALS AFTER MAY 2, 2025</b>	<b>\$13,265,000</b>
	<b>ADDING EXPENDITURES AND COMMITMENTS FROM MAY 1, 2025 AND PRIOR</b>	\$12,827,081
	Projection for Total Monitoring Costs outside of Oct. 2023 upset limit [cancelled as of May, 2026]	\$514,999
	<b>PROJECTED TOTAL</b>	<b>\$26,607,080</b>
	<b>Total Projected Donations and Grants</b>	<b>\$6,100,000</b>
	<b>Total for Debt Finance</b>	<b>\$20,507,000</b>

The above table summarizes Administration’s projected total cost of the arena project, to the dollar figure of \$26,607,080.00. As the project continues towards completion, Administration will prepare all necessary close-out procedures to ensure the project is reported appropriately.

**Alignment with Numbers Previously Reported**

In November, City staff met with senior members of the Ontario government. The total cost shared at the time was \$23,700,000. It is noted, in this total, that Phase I costs (as defined by prior to May 2, 2025) were listed at \$12,135,156 given initial inspection costs of \$691,924.17 were excluded as this was seen as a separate phase of the project ineligible for any potential grant contributions. The total cost of \$23,700,000 has been consistent with the above formula given December of 2025 (for enhanced design options) and March of 2026 (for knee braces) were not yet discussed. It was further exclusive of monitoring cost which was, until recently, treated as an expense as opposed to apart of the capitalized asset cost. Capitalizing this cost is consistent with PSAB standards.

In March of 2025, City staff met with MP Sheehan. The total projected cost at that time, after donations, was listed as \$23,630,331. Since this time, the City has become aware it was successful for \$2MM in NOHFC funding which would position that number to \$21,630,331. It is noted the projected cost of today is lower by \$123,000. The difference was due to changes in assumptions for monitoring costs whereby it has since been decided that the service be cancelled as of the end of April, 2026.

### **Debt Instrument**

Council being requested to use debt to finance the arena costs was discussed heavily during 2025, and subsequently, 2026 budget deliberations and Council approved the debt repayment expenditures. Further, it was understood that any and all arena costs beyond the donation amounts were to be sourced from debt as money was spent which was not earmarked for the arena or any building/facility, as explained during both budget deliberations. Accordingly, I believe only choices regarding the specific instrument and total amount of debt financing remain. As the advantages of the specific instrument is outlined in the associated report to Council, the below provides information useful for discussion on total draw amount.

In 2025, prior to understanding any need for interior work, debt financing was projected at a minimal ~\$7,463,500 along with land sales/purchases and arts hub reserves as Administration was concerned any further debt would have led to an unreasonable increase in taxes given the payment for the debt was included in the budget and directly attributable to the increase in tax rate.

In the 2026 budget, a projection of \$21MM needed in financing was projected, conservatively, accounting for commitments, costs and donations. Council passed the 2026 budget with a 0% increase on the municipal portion of the levy while increasing reserve contributions by over 60%. The \$21MM figure would allow Administration to restore all reserves, including the discretionary land sales/purchases and arts hub reserves, to appropriate levels.

Administration continues to suggest a \$21MM upset one-time draw. Approval for facilities up to \$22.5MM on the project permits the one-time \$20.507MM one-time draw. The facility will then be \$20.507MM which will allow for a debt payment, at the TD negotiated rate, to be \$1,219,866.96. It is noted Council has already approved, in the Operating budget, annual debt repayments for the arena at \$1,241,442.

It is noted, the project has been “cash flowed” carefully to date, with constant monitoring of the bank account, cash failure dates and deferred transfers to all other reserves [meaning the cash has not physically gone into investments but rather accounted for against a pending transfer]. Those transfers, some of which are legally required, are dependent on the debt financing for the arena project. The capital reserve balances that were proposed at 2026 budget deliberations and are linked [here](#), referring to page 61.

The 2026 Operating budget's \$21MM figure would allow Administration to restore reserves, including Arts & Culture Reserve and Land Sales/Purchases to their required or projected amounts. Assuming only the \$1MM in Land Sales/ Purchases and ~\$2.9MM Arts & Culture reserves [as the existing Feasibility study on the United Church property was to come from this reserve and passed at budget accordingly assuming restoration] are eligible for discontinuation the following:

Option	Annual Debt Payment	Budget Variance (\$1,241,442 budgeted)
A - \$21,000,000 – full amount + contingency	\$1,219,866.96	\$21,575.04 favourable
B - \$20,507,000 – full projected cost less donations & grants	\$1,191,229.06	\$50,215.94 favourable
C - \$17,607,000 - discontinuing Arts & Culture Reserve	\$1,022,771.26	\$218,670.74 favourable
D - \$16,607,000 - discontinuing Arts & Culture Reserve and reducing Land Sales Purchases by \$1MM	\$964,682.36	\$276,759.64 favourable

Options A, B and C are feasible options though vary in terms of contingency/security and arts and culture funding; it is not recommended to proceed with Option D given uncertainty with progress of certain properties within the City and their abilities to meet covenants by specified dates. As discussed, all options have a repayment clause of 10% per year maximum penalty-free The 10% is calculated by the initial balance.

**Interest Cost**

Administration projects that investment earnings generated from restored reserve balances will offset debt servicing costs over the life of the financing arrangement. With the renewed injection of capital, the bulk of which will be used to restore reserves pending transfer, interest earned on the reserves is projected to, at minimum meet/exceed and most likely far exceed [should Council move investments to the Prudent Investor Standard via Joint Investment Board once Administration prepares the particulars late this Fall] the interest costs. Interest earned, like interest expenditures, are both compounding albeit the TD instrument allows straight-line interest: principal portions which is unlike most instruments which amortize interest (and this results in little principal being repaid in early years).

## Advocacy

While somewhat related to the above, given City work on advocacy tied to the arena, the below should serve as useful reference to fruits from recent advocacy projects undertaken by the City:

- In Thunder Bay, the City attended a Ministry of Finance Consultation. Along with other municipal leaders from northwestern Ontario, advocated for OMPF funding and impacts a lack thereof would have on the tax base given escalating costs of fire and heavy equipment, and aging infrastructure. The Ministry of Finance listened. The City is receiving \$9,489,300 in OMPF funding for 2026, an increase of earlier projections of \$8,686,600. The difference approved now will lead to a favorable budget variance (more revenue for the City) of **\$802,700** annually. In 2025, it is noticed this increased by a more modest amount (\$495,600). Of the total increase in 2026 to OMPF across the province for the year, Elliot Lake is receiving approximately ~1/60<sup>th</sup> (total increase in all of Ontario is \$50MM) despite having only ~1/1400<sup>th</sup> of Ontario's population.
- The Government of Ontario has responded to City advocacy for CSRIF to be topped up to \$300MM by its inclusion in the budget. The City is awaiting further details and application instructions and is liaising with Ministry officials to the fullest extent. Due to the particulars of most Government programs [not funding work already done] it remains to be seen if the City's Arena project would be eligible albeit the City has advocated for special exception clauses.
- The NOHFC has funded the project \$2MM.
- There are other applications sitting with the Provincial and Federal Government which should also net further modest (\$1MM-\$2MM) grants. The TD debt instrument is flexible to allow prepayment of these amounts should they be received.

Given the above, Administration is not wanting to estimate any further support/grants conservatively, though, propose an instrument that would allow prepayments without penalty to a reasonable amount. The TD instrument proposed provides a strong balance between low interest rates, and prepayment flexibility.

Respectfully Submitted,



Andrew K. Ault, BSc, MSc, MAEc, MBA

Director of Finance, City of Elliot Lake

## REPORT FROM THE DIRECTOR OF FINANCE

**Re: Authorization to Enter into a \$21,000,000 Term Loan with TD Canada Trust — Rogers Arena Renovation Project**

### RECOMMENDATION

THAT Council authorize the Corporation of the City of Elliot Lake to enter into a \$21,000,000 Term Loan with TD Canada Trust (The Toronto-Dominion Bank) for the purpose of repatriating funds advanced for the completion of the Rogers Arena Renovation project, to be structured as a single drawdown prior to June 30, 2027, at the 3-year fixed rate in effect at the time of drawdown, with up to 30-year amortization and up to 20-year contractual term, and permitting 10% annual prepayment without penalty;

AND THAT the Mayor and Clerk be authorized to execute all required documentation to give effect to this resolution.

### BACKGROUND

The City of Elliot Lake has been advancing funds for the Rogers Arena Renovation project. A \$21,000,000 term loan draw is intended to repatriate those funds, providing long-term, fixed-rate financing to support the capital investment in this community asset. It is noted Administration's recommended draw is lower than the maximum approval granted of \$22.5MM.

The facility is part of the broader banking package being established with TD Canada Trust through the Northern Ontario Commercial Banking Group. The term sheet was provided as of June 2, 2026, and the facilities are currently in final adjudication at TD. A formal Loan Agreement is expected in short order. This authorization will allow the City to proceed without delay once the agreement is ready.

### ANALYSIS

#### City Debt Load

As communicated to Council during the previous budgeting cycle, the cost of an assumed debenture (30 year amortization, 4.25% interest, \$21MM principal via Infrastructure Ontario) was assumed. The budgeted amount in the 2026 operating budget for annual payment, on this facility, is \$1,241,442.

As discussed, municipalities carry debt regularly as capital assets have life spans that last many years, and hence, debt allows the project to be paid over the time of its use or

shorter. Currently, the City of Elliot Lake has minimal debt (no active long term debt) but has used debt previously for streetlights, support for the Nursing Home, and Pearson Plaza developments.

### **Amount for Draw**

While the City was approved for a loan up to \$22.5MM, Administration is recommending that only \$21MM be drawn. The structure of the loan allows one single draw which would form the basis of the loan. While the bank granted approval up to \$22.5MM, the draw Administration is suggesting that \$21MM would be the binding amount. The agreements attached would remain unchanged, however, as a resolution passed at Council, would authorize the maximum single draw against the facility and be in the amount of \$21MM.

While a \$21MM debt instrument was budgeted during 2026 deliberations, there has not been any formal agreement for a debenture or loan facility. City administration compared several options (debenture vs. various loan facilities) and negotiated favourable terms with the new banking services provider, TD. The financial project herein proposed allows for greater flexibility (e.g., pre-payments in case of grants, donations or other revenues for the arena project), and a more competitive rate structure (3 years at 3.964%) than a debenture would otherwise provide.

The total projected project cost is \$26,607,080, which after donations and contributions, becomes \$20,507,080, as the City's remaining portion for debt financing. It is noted that this figure is identical to that which formed the parameters of the debenture payment (\$21MM) during discussions of the 2026 operating budget. Funding at this level, would ensure that the Arts & Culture and Land Sales/Purchases reserve would be intact, at \$2,941,937 and \$1,037,410 respectively. This would also restore Buildings, Facilities and Recreation reserves to September 2024 levels to cause minimal disruption on other facilities within the City. Funding at the \$21MM instead of \$20,507,080, also allows the possibility of an additional ~\$400K. This \$400K if not used can be prepaid within the year at no penalty, however, it is recommended by Administration to offer some 'cushion' in case if it is ever needed despite its low likelihood.

Previously, it was discussed in 2025 budget discussions, that the level of borrowing may be reduced from lowering these balances, however, now that the City has access to debt facility for the arena, Administration is recommending financing up to the \$21MM figure, in line with discussions from 2026 budget deliberations.

An annual prepayment is allowed as long as it is less than 10% of the original balance (\$2.1MM/year) without penalty. As there will be six payments for this facility this calendar year, the City will be under budget on the debt facility payments and may pre-pay this by year end depending on support received until that date. It may also make a prepayment for any additional support received during the year noting that further

support can be saved into a reserve and then remitted in the subsequent calendar year. For 2027 budget, the amount for debt annual repayment will be re-evaluated based on the balance of this facility in the Fall, though would not exceed \$1,241,442 which was budgeted. As of now, \$21MM at the TD rate without further prepayment would be under budget at ~\$1,219,866.89.

### **Facility Structure**

The term loan will be advanced as a single drawdown and must be drawn prior to June 30, 2027. Any amount not drawn by that date is cancelled. The facility provides for up to a 20-year contractual term and up to a 30-year amortization, with fixed blended principal and interest payments.

### **Rate Lock — Recommendation for 3-Year Term**

The term sheet provides fixed rate options ranging from 1-year to 10-year terms. Administration recommends locking in at the 3-year fixed rate. As of June 2, 2026, the indicative 3-year rate is 3.964% (assuming 30-year amortization). Fixed rates are, subject to daily change and the rate in effect at the time of drawdown will apply.

A 3-year rate lock offers a balance between current rate certainty and the opportunity to refinance at potentially more favourable rates in the medium term. The current rate environment supports this approach. At the end of the 3-year term, the City will have the opportunity to renew at then-current market rates or explore other financing options.

### **Prepayment Flexibility**

The facility permits 10% annual prepayment without penalty. This provides the City with meaningful flexibility to reduce the outstanding principal balance as fiscal circumstances allow, for example, in years of stronger reserve or surplus positions. Over a 30-year amortization, even modest annual prepayments can result in significant interest savings.

### **Security and Covenants**

The loan is unsecured. Standard municipal covenants apply, including maintaining a valid by-law, ensuring obligations rank at least pari passu with other City obligations, remaining a municipality under the Ontario Municipal Act, and providing annual audited financial statements and an approved balanced operating and capital budget within 180 calendar days of fiscal year end.

## **FINANCIAL IMPACT**

At the indicative 3-year fixed rate of 3.964% over a 30-year amortization, estimated annual blended principal and interest payments are approximately \$1,219,866.96. This figure is for a \$21MM one-time draw, for reference only; the figure could change slightly

by time of draw down [though would remain as such if drawn on these terms prior to June 30, 2027].

Annual debt service costs associated with this facility have to be incorporated into the City's approved capital budget for the Rogers Arena Renovation project. The prepayment provision of 10% per year allows for principal reduction over and above the scheduled payments where budget permits or where grants/opportunities become available.

All legal and administrative expenses incurred by TD in establishing and documenting this facility are the responsibility of the City per standard terms. Legal counsel should confirm budget provision for these costs prior to execution.

## LINKS TO STRATEGIC PLAN

This report supports the City's strategic priorities related to infrastructure investment and the responsible stewardship of community assets. The Rogers Arena is a key recreational facility serving residents of Elliot Lake. Securing long-term, fixed-rate financing for this renovation reflects the City's commitment to transparent and sustainable capital planning.

## SUMMARY

Administration recommends that Council authorize the \$21,000,000 draw on a term loan facility with TD Canada Trust to support the Rogers Arena Renovation project. The recommended 3-year rate lock provides near-term certainty, and the 10% annual prepayment provision offers repayment flexibility. The loan is unsecured and is subject to standard municipal covenants.

Respectfully submitted,



**Andrew K. Ault MBA MSc MAEc**

Director of Finance, The Corporation of the City of Elliot Lake

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

**BY-LAW NO. 26-36**

Being a by-law to authorize a Contribution Agreement under the Northern Ontario Development Program – Community Economic Development Stream with the Minister of Employment and Social Development for project number 900671, for the Economic Development Strategy.

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

1. **THAT** the Corporation enter into a Contribution Agreement under the Northern Ontario Development Program – Community Economic Development Stream with the Minister of Employment and Social Development for project number 900671, for the Economic Development Strategy, 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 22<sup>nd</sup> day of June, 2026.

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**MAYOR**  
**A. WANNAN**

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**CLERK**  
**N. Bray**

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

**BY-LAW NO. 26-37**

Being a by-law to authorize a Memorandum of Understanding with the YMCA of Northeastern Ontario for the use of the Collins Hall for the purposes of hosting a summer day camp for the community.

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

1. **THAT** the Corporation enter into an Agreement with YMCA of Northeastern Ontario for the use of the Collins Hall for the purposes of hosting a summer day camp for the community, a copy of which Agreement is attached hereto as Schedule "A" and forms part of this by-law and;
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 22<sup>nd</sup> day of June, 2026.

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**MAYOR**  
**A. WANNAN**

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**CITY CLERK**  
**N.BRAY**

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

**BY-LAW NO. 26-38**

Being a by-law to authorize a Conditional Contribution Agreement with the Northern Ontario Heritage Fund Corporation for project number 76004740, being Heritage Days Festival Enhancement.

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

- 1. THAT** the Corporation enter into a Conditional Contribution Agreement with the Northern Ontario Heritage Fund Corporation for project number 76004740, being Heritage Days Festival Enhancement, 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 22<sup>nd</sup> day of June, 2026.

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**MAYOR**  
**A. WANNAN**

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**CLERK**  
**N. Bray**

## THE CORPORATION OF THE CITY OF ELLIOT LAKE

### BY-LAW NO. 26-39

Being a by-law to amend By-Law No. 18-36.

**WHEREAS** Section 34 of the Planning Act provides authority to Municipal Councils to enact by-laws regarding the use of lands and the erection and use of buildings or structures within the municipality;

**WHEREAS** By-law No. 18-36 regulates the use of land and the use and erection of buildings and structures within the City of Elliot Lake;

**AND WHEREAS** the Council of the Corporation of the City of Elliot Lake deems it advisable to amend By-law No. 18-36 as hereinafter set forth;

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

1. By-law No. 18-36 is hereby amended as follows:

(a) By amending Section 3 to add the following definitions, in alphabetical order:

**ANIMAL SERVICES:** a building or part thereof in which goods, wares, merchandise, substances, articles, or things are offered or kept for sale at retail, and may include services for pets including grooming but not including boarding or veterinary services, and provided direct access is provided to the outside of the building.

**ANIMAL SHELTER:** Lands and buildings used for the keeping of domestic animals, birds or household pets for temporary indoor shelter or treatment and accommodation and includes, without limiting the generality of the foregoing, a public pound, and may include the premises of a veterinarian, an accessory pet grooming establishment, and a kennel.

**FOOD BANK:** a facility for the non-profit collection, storage, and distribution of food.

**KENNEL:** an establishment where dogs, cats or other small domestic animals or household pets are bred or raised primarily for the purpose of sale, or are trained or boarded for gain or profit, but does not include a veterinary clinic.

**LONG TERM CARE HOME:** a "long term care home" as defined in the *Long Term Care Homes Act, 2007*, and its successors.

**MOTEL:** a premises that contains rooms with no private cooking facilities that are rented on a temporary basis to the public with each room being accessed from the outside.

**PLACE OF WORSHIP:** a building owned or occupied by a bona-fide religious congregation or religious organization and dedicated exclusively to worship and related religious social and charitable activities, including churches, chapels, mosques, parish halls, synagogues, and temples, including assembly halls, offices for the administration of the religious institution, convents, seminaries, monasteries, rectories, parsonages and parish houses, or similar uses recognized in the Province of Ontario.

**RETIREMENT RESIDENCE:** a premises that provides dwelling units or guest rooms primarily designed for retired persons or residents thereof and may also include recreational facilities, dining facilities, personal service shops and other accessory uses.

**RESIDENTIAL CARE HOME:** a premises in which assisted living services are provided to the tenants such as personal care, meal preparation, laundry and cleaning services.

**SCHOOL, COMMERCIAL:** a school conducted for gain or profit such as a studio of dancing, art school, music school, drama school, school of calisthenics,

business or trade school, training centre or any other specialized school but shall not include a school.

**SIGHT TRIANGLE:** a triangular space formed by the street lines of a corner lot and a line drawn from a point in one street line to a point in the other street line, each such point being 6.0 m from the point of intersection of the street lines (measured along the street lines). Where the two street lines do not intersect at a point, the point of intersection of the street lines shall be deemed to be the intersection of the projection of the street lines or the intersection of the tangents to the street lines.

- (b) By amending Section 3 by removing the following definitions:

Business, Professional, and/or Administrative Office  
 Day Lighting Triangle or Sight Triangle  
 Pet Services  
 Residential Care Home (as a sub definition under "Dwelling")  
 Business Office  
 Government Office  
 Professional Office  
 Trading Post

- (c) By amending Section 3 by deleting all or part of the following definitions and replacing the text with the following:

**GAS BAR:** facilities for the sale at retail of automotive fuels and other related products such as oils and windshield cleaners and shall not include any accessory uses except for a convenience store.

**HOTEL:** a building, group of buildings or parts thereof that provide sleeping accommodation for the travelling public or for recreational purposes, with or without accessory restaurants, banquet halls, facilities for the temporary exhibition and sale of goods on an intermittent basis, dining rooms, premises licensed under The Liquor License Act, and includes any establishment containing guest rooms which is defined as a "hotel" in the Hotel Registration of Guests Act, R.S.O. 1990, c.H.17, and shall also include a motel but does not include any residential use.

**INSTITUTIONAL USE:** a building, structure, or lot used by a public entity, organized body, religious group, or society for an educational or non-profit, non-commercial purpose. This definition may include a library, school, place of worship, child care centre, private club, community and recreation facility, or any public use.

**LOT COVERAGE:** the proportion of the lot area covered by all buildings including accessory buildings which are above ground level and open-sided roofed porches, however, excluding uncovered decks, patios, balconies, landings, steps, swimming pools and hot tubs.

**OFFICE:** a building or part thereof in which one or more persons is employed in administering, consulting, managing, directing, or conducting a public or private agency.

**BUSINESS OFFICE:** includes a professional office, a business, a brokerage or a labour or fraternal organization, and includes, without limiting the generality of the foregoing, an office accessory to a permitted non-residential use, a bank or other financial institution, a data processing establishment, a non-governmental or not-for-profit organization, or a real estate or insurance agent, but does not include a retail store, medical office, or a veterinary clinic.

**GOVERNMENT OFFICE:** a municipal office, courthouse, registry office, health or welfare centre, employment office, post office, customs office, or other use for purposes of local or government administration.

**PROFESSIONAL OFFICE:** the business premises of one (1) or more persons duly qualified, licensed or registered under the laws of the Province

of Ontario to be members of a self-regulating profession but does not include a medical office or a veterinary clinic.

**PLACE OF ASSEMBLY:** a building or part of a building which is intended for public or private meetings or demonstrations and more particularly shall include theatres, motion picture halls, dance halls, pool halls, bingo halls, meeting halls, bowling alleys, and arenas. Notwithstanding the provisions of the foregoing a dance hall or meeting room attached to a restaurant, hotel or to other retail premises as an ancillary use and having a floor area of not more than 92.9 sqm shall not be considered as a place of assembly for the purposes of this By-law.

**RENEWABLE ENERGY GENERATION FACILITY:** a facility that generates electricity from a renewable energy source, inclusive of a dam, wind turbines, powerhouse, solar power installations, transmission lines, and all associated lands, improvements and infrastructure required for its operation, for the generation and transmission of electricity therefrom.

**RETAIL BUSINESS:** the use of a building or part of a building in which goods, wares, merchandise, substances, articles, or things are offered or kept for sale at retail, including a bake shop and trading post, but does not include any establishment otherwise defined or classified herein.

- (d) By deleting Section 4.5 Holding "H" Designation and replacing it with the following:

#### 4.5 Holding "H" Designation

It is the intent to designate certain lands as being in a "Holding" classification where development is conditional upon the provision of municipal services, special study, or where conformity with the policies of The Corporation of the City of Elliot Lake need to be established. Any zone classification detailed in Section 4.1 above may be placed in a "Holding". Said lands will be shown on the Zoning Map (Schedule "A") with the suffix "(H)" following the underlying zone symbol. The following regulations shall apply to all zones with the "(H)" designation:

- a) No person shall use any land or erect or use any building or structure for any purpose whether or not in conformity with the respective zone designations other than those uses existing for such land, building, or structure on the date of passing of this By-law until such time as the land has been rezoned to remove the "(H)" designation.
- b) Any change from the holding status shall require an amendment to this By-law, and the Municipality may require that the applicant enter into an agreement for the development of his/her lands prior to the amendment being approved.

- (e) By adding Section 4.7 as follows:

#### 4.7 Multiple Zones on One Lot

Where a lot is divided into more than one zone, each such portion of the lot shall be used in accordance with the permitted uses and zone provisions of this By-law for the applicable zone where such portion of the lot is located. Each such portion of the lot shall be considered as a separate lot for the purpose of determining zone provisions, with the exception of number of dwelling units. The lot area and frontage requirements of the most restrictive zone on the lot shall be applied to the entire lot. This Section does not apply to lands that are subject to a Holding Provision (H).

- (f) By deleting Section 5.1.2 Additional Residential Units and replacing it with the following:

#### 5.1.2 Additional Residential Units

Notwithstanding any provisions of this By-law, Additional Residential Units may be permitted and shall comply to the following:

- (i) For any zone that permits a single detached dwelling, semi-detached dwelling, or townhouse dwelling, two additional residential units shall also be permitted.
- (ii) The additional residential units may be located within the primary structure, with a maximum of one additional residential unit permitted in an accessory building or structure that is ancillary to the single detached dwelling, semi-detached dwelling, or townhouse dwelling.

- (iii) For Additional Residential Units in an accessory structure, the general provisions for accessory uses shall apply, except that a minimum interior side and rear yard setback of 3.0 m is required, and the minimum exterior yard and front yard setback of the primary structure is required.
  - (iv) The minimum lot area per unit shall not apply to additional residential units. The minimum area of the lot is the minimum area that would be required if no additional residential units were located on the lot.
  - (v) Where an additional residential unit is located in an accessory structure, the following applies:
    1. the accessory structure containing the additional residential unit is permitted a maximum lot coverage of 25%; or
    2. the total coverage of all accessory structures on the lot, including the accessory structure containing the additional residential unit, does not exceed 25%.
    3. In all cases, accessory lot coverage shall be included in the maximum permitted lot coverage for all buildings and structures in the applicable zone.
  - (vi) Any additional residential unit in an accessory building or structure shall be located at least 4.0 m from another building or structure on the lot that contains a dwelling unit.
  - (vii) Additional residential units shall only be permitted where full municipal services are available.
  - (viii) Notwithstanding Section 5.1.2.vii, one additional residential unit shall be permitted on a lot serviced by private individual systems, provided it can be demonstrated and confirmed by a qualified individual that the existing well and private sewage disposal system have sufficient capacity.
  - (ix) Additional residential units may not be severed from the lot containing the primary residential use.
  - (x) One parking space is required per additional residential unit. Tandem parking in the driveway is permitted.
  - (xi) All additional residential units shall comply with the Ontario Building Code and Fire Code.
- (g) By deleting the first clause of Section 5.1.3.i and replacing it as follows:
- (i) The maximum permitted ground floor area of a private garage shall be the lesser of:
- (h) By deleting subsections (iv) and (v) in Section 5.1.5 Portable Garages.
- (i) By deleting subsections (iii) and (iv) in Section 5.1.7 Shipping Containers.
- (j) By adding subsection (iii) to Section 5.1.7 Shipping Containers as follows:
- (iii) A Building Permit shall be required.
- (k) By deleting and replacing Section 5.1.9 Swimming Pools as follows:
- 5.1.9 Swimming Pools and Hot Tubs  
In a Residential Zone, outdoor swimming pools and hot tubs are permitted in accordance with the City's Swimming Pool By-law 24-28.
- (i) Swimming pools and hot tubs shall not count towards lot coverage of accessory uses or total lot coverage.
- (l) By deleting and replacing row #1 of the table in Section 5.3 Encroachments Permitted into Required Yards as follows:

Balconies, canopies, and unenclosed or roofless porches less than 1 storey in height	Front yard, exterior yard, rear yard	May encroach 1.8 m
	Interior yard	May encroach up to 0.6m

(m) By deleting and replacing the content of row #2, column two of the table in Section 5.3 Encroachments Permitted into Required Yards to say “Any yard”.

(n) By adding a row to the table in Section 5.3 Encroachments Permitted into Required Yards as follows:

Carport (including eaves)	Any yard	Not closer than 0.6 m to any lot line
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(o) By revising Section 5.7 Home Based Businesses, subsection i), bullet one by adding the words ‘animal grooming’ after the word ‘hairdressing’ in the list.

(p) By adding a new subsection to Section 5.8.iv as follows:

(iv) Notwithstanding Sections 5.8.ii and 5.8.iii, in the north and south industrial parks on Timber Road, Roddis Road, Perini Road, Fox Drive, and Kilborn Way, except as the latter is adjacent to Highway 108, landscaping requirements will be as per Site Plan Control.

(q) By revising Section 5.14.i by replacing the words “zone requirements” with “zoning standards (such as setbacks, height, lot coverage, etc.)”.

(r) By revising the table in Section 6.1.1 by removing the following uses:

- All lots created by consent or removal of Part Lot Control
- Motels
- Warehouses or Outside Storage
- Bulk Oil Dealership
- Sunday School, when not forming part of a church or church hall
- Transition House for Women in Distress
- Bake Shops
- Bingo Halls
- Arcades
- Buildings with 3 or more commercial uses

(s) By revising the table in Section 6.1.1 by adding the following uses and related parking ratios:

Retirement Residence	1 space per dwelling unit or guest room, plus 1 per 20 sqm of accessory use
Residential Care Home	1 space per 2 beds, plus 1 per 20 sqm of accessory use
Long Term Care Facility	1 space per 2 beds, plus 1 per 20 sqm of accessory use
Animal Shelter	1 per 45 sqm

(t) By revising the table in Section 6.1.1 by replacing “Retail Stores” to “Retail Businesses”.

(u) By revising the table in Section 6.1.1 by removing the words “including Government” after the word “Offices”.

(v) By revising the table in Section 6.1.1 by replacing the parking ratio for “Eating Establishment & Licensed Beverage Establishment” from “1 per 4 seats” to “1 per 12 sqm of floor area”.

(w) By revising the table in Section 6.1.1 by replacing “Hotels” with “Hotels/Motels”.

(x) By revising the table in Section 6.1.1 by removing the word “Vacation” where it reads “Vacation Hotels, Motels, Tourist Camps and Other Vacation Establishments, all in Rural B Zones, where direct road access to the lot is available.”

- (y) By revising the table in Section 6.1.1 by replacing “Industrial or Manufacturing Use” to “Industrial, Manufacturing Use, Warehousing, Open Storage” and by replacing the words “1 space per each 2 employees” to “1/90sqm net floor area, plus 1/30sqm net floor area of accessory office”.
- (z) By revising the table in Section 6.1.1 by replacing the parking ratio for “Clean Industrial (CM) Zone uses to “1 space per 46sqm of gross floor area”.
- (aa) By revising the table in Section 6.1.1 by replacing the parking ratio for “Elementary & Secondary Schools” to “2 spaces per classroom”.
- (bb) By revising the table in Section 6.1.1 by replacing the parking ratio for “Medical Clinics” to “4 spaces per practitioner”.
- (cc) By revising the table in Section 6.1.1 by replacing “Churches & Church Halls” to “Place of Worship” and by replacing the words “1 space for each 5 seats” to 1 per 5 seats or 1 per 3m of bench space OR 1 per 20 sqm of gross floor area devoted for public use, whichever is greater”.
- (dd) By revising the table in Section 6.1.1 by replacing “Public Storage Warehouses” to “Self-Storage Warehouses”.
- (ee) By revising the table in Section 6.1.1 by replacing “Training Centres” with “School, Commercial”.
- (ff) By revising the table in Section 6.1.1 by replacing the parking ratio for “Gas Bar” to “1 per 30 sqm of floor area”.
- (gg) By revising the table in Section 6.1.1 by replacing the parking ratio for “Auctions” to “2 per 9.3 sqm”.
- (hh) By revising the table in Section 6.1.1 by replacing “Any general business and commercial uses not specifically listed above” to “Any non-residential use not specifically listed above” and by replacing the words “1 per 27.8 sqm of floor area” to “1 per 30 sqm of floor area”.
- (ii) By moving Section 6.3 Exceptions to after Section 6.1.5, renumbering it to Section 6.2 accordingly, and renumbering the subsequent sections.
- (jj) By adding Section 6.3.1 as follows:
  - 6.3.1 Driveway Width
    - i) The maximum driveway in the R1 and R1M zones is 6 metres.
- (kk) By removing subsection (vi) of Section 6.7 Supplementary Requirements for Parking Areas and Parking Stations.
- (ll) By replacing the table in Section 6.9.2, subsection i) as follows:

Gross Floor Area of Building	Number of Loading Spaces
Less than 300 sqm	0
301-4,500 sqm	1
Above 4,500 sqm	1 additional space for each additional 9,000 sqm

- (mm) By revising the table in Section 6.9.2., subsection ii) by removing the following row from the table:

Maneuvering apron depth, minimum, required in the C4, M and CM Zones, only:	18.3 m
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- (nn) By adding subsection (iv) to Section 6.9.2 as follows and renumbering the subsequent subsections:

iv) Off-street loading spaces shall be designed to permit the maneuvering of vehicles on the lot so as not to obstruct, or otherwise cause a traffic hazard on adjacent roads, and to allow vehicles access from and egress to a road in a forward motion.

- (oo) By revising Section 7.2.1 Single Dwellings by deleting and replacing the last two rows of the table and adding one row as follows:

For building having more than one (1) storey:	0.6 m for each additional storey
Lot coverage, maximum:	45%
Building height, maximum:	10.0 m

- (pp) By revising Section 7.2.2 Semi-Detached & Duplex Buildings by deleting and replacing the last two rows of the table and adding one row as follows:

For building having more than one (1) storey:	0.6 m for each additional storey
Lot coverage, maximum:	45%
Building height, maximum:	10.0 m

- (qq) By revising the table in Section 7.2.3 by replacing the provision for “rear and interior side yard setback, minimum” to “0.6m”.

- (rr) By deleting all sections pertaining to Deeming By-laws and all of their subsections: Section 7.5, Section 8.6, Section 16.4, Section 23.7, and Section 24.3.

- (ss) By adding Section 7.5 Holding Zones.

- (tt) By adding Section 7.5.1 as follows:

7.5.1 Ottawa Avenue; Block P, Plan M-337; Parts 4-20, Plan 1R-3643; By-law 26-39

No building or structure shall be permitted until such time as the holding suffix “(H)” is removed by By-law amendment. The removal of the “(H)” shall only occur when full municipal services are available or are approved and under construction to service the lands.

- (uu) By revising Section 8.2.1 Single Dwellings by deleting and replacing the following rows of the table and adding one row:

For building having one (1) storey:	1.2 m
For building having more than one (1) storey:	0.6 m for each additional storey
Lot coverage, maximum:	45%
Height, maximum:	10.0 m

- (vv) By revising Section 8.2.2 Semi-Detached & Duplex Buildings by deleting and replacing the following rows of the table and adding one row:

For building having one (1) storey:	1.2 m
For building having more than one (1) storey:	0.6 m for each additional storey
Lot coverage, maximum:	45%
Building height, maximum:	10.0 m

- (ww) By adding the following sections after Section 8.5.1:

8.5.2 Scott Road, Lots 84, 85, 86, 87, 88, 89, 90, Block 114, Plan 1M-438; By-law 26-39

No building or structure shall be permitted until such time as the holding suffix “(H)” is removed by By-law amendment. The removal of the “(H)” shall only occur when

full municipal services are available or are approved and under construction to service the lands.

8.5.3 Lots 52-82, Plan 1M-437; Lots 28-36, Plan 1M-439; Lots 7-17, Plan 1M-441; By-law 26-39

No building or structure shall be permitted until such time as the holding suffix “(H)” is removed by By-law amendment. The removal of the “(H)” shall only occur when full municipal services are available or are approved and under construction to service the lands.

8.5.4 PCL 7625 SEC AES SRO; PT MINING CLAIM S66613 GUNTERMAN; PT MINING CLAIM S101469 GUNTERMAN BEING PT LOCATION CL2612 PT 1 1R4259 EXCEPT PL 1M422, PL 1M423, PL 1M424, PL 1M425, PL 1M426, PL 1M427 & PL 1M441; ELLIOT LAKE; By-law 26-39

No building or structure shall be permitted until such time as the holding suffix “(H)” is removed by By-law amendment. The removal of the “(H)” shall only occur when full municipal services are available or are approved and under construction to service the lands.

- (xx) By revising Section 9.1 Permitted Uses to add the following uses in alphabetical order:

Residential Care Home  
Retirement Residence

- (yy) By revising Section 9.2.1 Apartment Buildings by deleting and replacing the following rows of the table and adding one row:

Building height, maximum:	9 storeys or 30 m, whichever is less
Lot coverage, maximum:	45%

- (zz) By revising Section 9.2.2 Townhouses by adding one row to the table as follows:

Building height, maximum:	10.0 m
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- (aaa) By revising Section 9.2.3 Accessory Buildings, For Townhouses by deleting and replacing the following rows of the table and adding one row:

Lot coverage for an accessory structure, not including a garage or swimming pool, maximum:	10%
Height, maximum:	4.5 m

- (bbb) By adding Section 9.4 Holding Zones.

- (ccc) By adding Section 9.4.1 as follows:

9.4.1 Feltz Road, Lawrence Avenue, Beckett Boulevard, lands as indicated on Schedule A to the By-law; Part of PCL 3125 SEC AES SRO; PT TOWNSHIP OF GUNTERMAN AS IN A8330 EXCEPT PL M165, LT36519, PL M181, PL M 336, PL M337, PL M338, PL M339, PL M340, BLK 75 PL M397, PT 2, 3 & 4, 1R1586, PT 5 & 6, 1R3810, PT 25, 33, 34, 35, 36, 56, 57, 64 & 65, 1R10403; T/W LT241726; ELLIOT LAKE; By-law 39-26

No building or structure shall be permitted until such time as the holding suffix “(H)” is removed by By-law amendment. The removal of the “(H)” shall only occur when full municipal services are available or are approved and under construction to service the lands.

- (ddd) By revising Section 10.1 Permitted Uses to add the following uses in alphabetical order:

Residential Care Home  
Retirement Residence

(eee) By revising Section 10.2.1 Apartment Buildings by deleting and replacing the following rows of the table and adding one row:

Building height, maximum:	9 storeys or 30 metres, whichever is less
Lot coverage, maximum:	45%

(fff) By revising Section 10.2.2 Townhouses by adding one row to the table as follows:

Building height, maximum:	10.0 m
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(ggg) By adding Section 10.3.4 as follows:

10.3.4 R2M-4 (Block 100 on Plan 1M-438 PIN 31622-0630; By-law 26-39)

Notwithstanding the provisions of Section 10.1 hereof to the contrary, on lands zoned 'R2M-4' a single detached dwelling shall be permitted in accordance with the provisions of Section 8.2.1.

(hhh) By adding Section 10.4 Holding Zones.

(iii) By adding Section 10.4.1 as follows:

10.4.1 Scott Road, Blocks 97-99, Plan 1M-438, Blocks 89-95, Plan 1M-437; By-law 26-39

No building or structure shall be permitted until such time as the holding suffix "-h" is removed by By-law amendment. The removal of the "-h" shall only occur when full municipal services are available or are approved and under construction to service the lands.

(jjj) By removing the following items from the list in Section 12.1 Permitted Uses:

- Bake Shop
- Bingo Hall
- Business and/or Professional Office
- Pet Services
- Retails Stores
- Training Centres

(kkk) By adding the following items to the list in Section 12.1 Permitted Uses:

- Food bank
- Offices
- Animal Services
- Retail Businesses
- School, Commercial

(lll) By removing the following items from the list in Section 13.1 Permitted Uses:

- Bake Shops
- Bingo Halls
- Business, Professional, and/or Administrative Offices
- Trading Posts
- Bowling Alleys
- Supermarkets
- Training Centres

(mmm) By adding the following items to the list in Section 13.1 Permitted Uses:

- Animal Hospital
- Animal Services
- Building Supply Outlet
- Food Bank
- Offices
- School, Commercial

(nnn) By adding the following items to the list in Section 14.1 Permitted Uses:

Animal Hospital  
 Animal Services  
 Financial Institutions  
 Licensed Beverage Establishments  
 Places of Assembly  
 Printing and Publishing Establishments  
 Recreational Commercial Establishments  
 Retail Businesses  
 School, Commercial

(ooo) By adding the following items to the list in Section 15.1 Permitted Uses:

Animal Hospital  
 Animal Services  
 Financial Institutions  
 Offices

(ppp) By removing the following items from the list in Section 15.1 Permitted Uses:

Banks and offices  
 Government Offices

(qqq) By deleting and replacing the first row in the table in Section 15.2 Zone Requirements as follows:

Height, maximum:	4 storeys; except in the case of hotels, 6 storeys
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(rrr) By removing the following items from the list in Section 16.1 Permitted Uses:  
 Any Commercial Purpose if incidental to manufacturing or industrial undertaking as the principal use  
 Building Supply Dealers

(sss) By adding the following items to the list in Section 16.1 Permitted Uses:

Building Supply Outlet  
 Food Bank  
 Kennel  
 Retail Businesses if accessory to manufacturing or industrial use as the principal use

(ttt) By adding one row to the table in Section 16.2 Zone Requirements:

Building height, maximum	12.0 m
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(uuu) By adding the following items to the list in Section 17.1 Permitted Requirements:

Building Supply Outlet  
 Food Bank

(vvv) By adding one row to the table in Section 16.2 Zone Requirements:

Building height, maximum	12.0 m
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(www) By removing the following items from the list in Section 18.1 Permitted Uses:

Religious institutions including churches, church halls, Sunday schools, parsonages, convents, or similar  
 Government offices, police stations, fire halls, and mine rescue stations  
 Nursing Homes, Homes for the Aged and Rest Homes  
 Training Centres

(xxx) By adding the following items to the list in Section 18.1 Permitted Uses:

Food Bank  
 Long Term Care Home

Place of Worship  
 Residential Care Home  
 Retirement Residence  
 School, Commercial

(yyy) By deleting and replacing the first two rows of the table in Section 18.2 Zone Requirements as follows:

Building height, maximum:	15.0 m
Lot area for place of worship, minimum:	2,787.0 sqm

(zzz) By deleting Sections 18.3.1 and reserving Special Exception Zone “I-1”.

(aaaa) By revising the table in Section 19.2 and 20.2 by replacing “13.72 m” to “15 m”.

(bbbb) By adding the following uses to the list in Section 21.1 Permitted Uses:

Animal Shelter  
 Kennel

(cccc) By adding a row to the table in Section 21.2 Zone Requirements as follows:

Building height, maximum	12.0 m
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(dddd) By adding a row to the table in Section 22.2.1 Zone Requirements as follows:

Building height, maximum	10.0 m
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(eeee) By adding a row to the table in Section 25.2 Zone Requirements as follows:

Building height, maximum	10.0 m
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(ffff) By amending the Urban Map Schedule “A” to By-law 18-36 in accordance with Schedule “A” of this By-law.

3. This By-law shall come into full force and effect in accordance with the *Planning Act*, R.S.O. 1990.

**PASSED** this 22<sup>nd</sup> day of June, 2026.

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**MAYOR**  
**A. WANNAN**

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**CITY CLERK**  
**N. BRAY**

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

**BY-LAW NO. 26-40**

Being a by-law to authorize a Letter of Agreement with Jays Care Foundation for the Parsons Park Renovation Project.

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

1. **THAT** the Corporation enter into a Letter of Agreement with Jays Care Foundation for the Parsons Park Renovation 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 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 22<sup>nd</sup> day of June, 2026.

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**MAYOR**  
**A. WANNAN**

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**CITY CLERK**  
**N. BRAY**

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

**BY-LAW NO. 26-42**

Being a by-law to authorize a Tolling Agreement with Intact Financial Corporation for the claim at the Ruben Yli Juuti Centre (Claim #6035866542).

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

1. **THAT** the Corporation enter into a Tolling Agreement with Intact Financial Corporation for the claim at the Ruben Yli Juuti, a copy of which Agreement is attached hereto as Schedule "A" and forms part of this by-law.
  
2. **THAT** the Mayor together with the City Clerk of the Corporation are hereby authorized and directed to execute the agreement on behalf of the Corporation under the corporate seal.

**PASSED** this 22<sup>nd</sup> day of June, 2026.

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**MAYOR**  
**A. WANNAN**

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**CITY CLERK**  
**N. BRAY**

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

**BY-LAW NO. 26-41**

Being a By-Law to Confirm the Proceedings of Council at its Regular Meeting held on Monday, June 22<sup>nd</sup>, 2026.

**WHEREAS** the Council of The Corporation of the City of Elliot Lake has held a Council Meeting on Monday, June 22<sup>nd</sup>, 2026 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 regular meeting held on Monday, June 22<sup>nd</sup>, 2026 in respect of each recommendation contained in all Reports 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 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 22<sup>nd</sup> day of June, 2026.

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**MAYOR**  
**A. WANNAN**

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**CITY CLERK**  
**N. BRAY**