

**MEMORANDUM OF UNDERSTANDING**

Dated this       day of       , 2023.

BETWEEN:

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

OF THE FIRST PART

- and –

**POUTINE FEAST ONTARIO INC.**

(“Poutine Feast”)

OF THE SECOND PART

**RECITALS:**

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

**1. DEFINITIONS**

1.1 In this Memorandum of Understanding, the following definitions shall apply:

- (a) “The City of Elliot Lake”, “ The Municipality”, and “The City” all means The Corporation of the City of Elliot Lake;
- (b) “Poutine Feast Ontario Inc.” means the business entity that will be hosting the poutine feast event within the City of Elliot Lake;

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

## **2. SCOPE AND PURPOSE OF MOU**

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

## **3. TERM**

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

## **4. THE CITY OF ELLIOT LAKE'S OBLIGATIONS**

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

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

## **5. POUTINE FEAST ONTARIO INC.**

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

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

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

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

## **6. NOTICES**

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

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

Attention: Chief Administrative Officer

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

Attention: James Doucet – CEO

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

## **7. GENERAL**

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

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

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

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

## **9. BINDING EFFECT**

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

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

**SIGNED, SEALED & DELIVERED**

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

\_\_\_\_\_  
Mayor

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

*We have the authority to bind the  
corporation*

**POUTINE FEAST ONTARIO  
INC.**

\_\_\_\_\_  
CEO – Poutine Feast Ontario Inc.

\_\_\_\_\_  
Witness