

MEMORANDUM OF UNDERSTANDING

Dated this 13 day of November 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE

OF THE FIRST PART

- and -

MT. DUFOUR SKI AREA

OF THE SECOND PART

RECITALS:

- The Corporation of The City of Elliot Lake (the "City") is a municipal corporation that owns the land that is developed as the downhill ski facility known as Mt. Dufour Ski Area ("Mount Dufour").
- Mt. Dufour is a non-profit organization (ONTARIO CORPORATION #375356) overseen by a volunteer board of directors that owns the equipment and buildings that make up the physical infrastructure of the recreational downhill ski facility ("Ski Hill"), and operates the Ski Hill for the benefit of its membership, visitors and the wider community;
- The City and Mt. Dufour have a history of collaboration where the City provides financial and in-kind support to Mt. Dufour in consideration for the positive impact that the Ski Hill has on the local economy, and where Mt. Dufour makes commensurate accommodations in its operations and activities in recognition of this support;
- In furtherance of the foregoing, the City and Mt. Dufour have indicated their desire to enter into this Memorandum of Understanding ("MOU") to set out the general terms upon which they will work together and collaborate with one another to ensure the future successful operation of the Ski Hill.

• DEFINITIONS

- In this Memorandum of Understanding, the following definitions shall apply:
 - "City means The Corporation of the City of Elliot Lake;

- “Mt. Dufour” means Mount Dufour Ski Area;
- “Ski Hill” means the recreational ski facility located at 10 Ski Hill Road, Elliot Lake, Ontario operated by Mt. Dufour;
- “MOU” means this Memorandum of Understanding, as amended from time to time;

• **SCOPE AND PURPOSE OF MOU**

- The purpose of this MOU is to formally document and acknowledge the ongoing working relationship and mutual commitment of both the City and Mt. Dufour to collaborate in order to promote economic development through sports tourism and to improve the quality of life for the residents of the City.
- Both the City and Mt. Dufour 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 Ski Hill and to foster economic development in the City in their respective roles.

• **TERM**

- 3.1 This MOU shall be effective for a period of five (5) years commencing on the 1st day of November 2023 and ending on the 31st day of October 2028. Mt Dufour may make a written application to renew the MOU for additional period, but in no case shall an application be made less than sixty (60) days prior to the expiry of a particular term. The Council of the City shall consider the application to renew and may, in its sole and absolute discretion, approve or refuse a renewal by way of formal resolution.

• **THE CITY’S OBLIGATIONS**

- The City agrees that it will work collaboratively and cooperatively with Mt. Dufour to support the continued operation of the Ski Hill. Without limiting the generality of the foregoing, the City shall:
 - provide annual sponsorship support to assist with the operational expenses, in the amount of one hundred fifty five thousand dollars (\$155,000);
 - provide additional monetary support for ongoing TSSA equipment audits to ensure safe operation of the lifts at the Ski Hill;
 - continue to receive proposals for other capital and equipment expenses to be reviewed and considered by the City’s Council in good faith on a per-item basis;

- provide use of the 2018 Pisten Bully Snow Groomer for operations of the Ski Hill
- promote the Ski Hill facility in via the City's ongoing tourism and economic development promotional activities.
- The City also agrees to negotiate in good faith and to seek approval from its Council for authorization to finalize such further agreements or documents with Mt. Dufour as may be required in order to fulfil the objectives set out in this MOU.
- The City agrees in principle that the Ski Hill benefits the community in alignment with its objectives to improve the economic climate and to provide recreational facilities to its residents. In acknowledgement of considerable, ongoing expenses that Mt. Dufour incurs in the continued operation of the Ski Hill, the City agrees to forego any share of revenue arising from the operations of the Ski Hill.

• **MT. DUFOUR'S OBLIGATIONS**

- Mt. Dufour agrees that it will work collaboratively and cooperatively with the City to support the continued operation of the Ski Hill. Without limiting the generality of the foregoing, Mt. Dufour shall:
 - provide recognition of the City's sponsorship and financial support on all advertising, media communications, and signage;
 - allow use of Mt. Dufour's name, logo, or other branding to support ongoing tourism promotion of the City;
 - provide, at the request of the CAO, up to five (5) annual transferrable memberships to Mt. Dufour to be assigned by the City;
 - ensure that the Mt. Dufour Board of Directors maintains two (2) available positions to be occupied by representatives from the City;
 - forward meeting minutes and associated board governance documents to the City as requested;
 - provide annual financial reporting to the City as well as special case financial reporting as requested by the City;
 - ensure the 2018 Pisten Bully Snow Groomer is insured for replacement value with the City named as first loss payee; and
 - in the year prior to any anticipated TSSA audits, Mt. Dufour will provide a detailed expense budget to the City for review to ensure inclusion in the annual municipal capital budget process
- Mt. Dufour also agrees that it will negotiate in good faith and to seek approval from its board of directors for authorization to finalize such further agreements or

documents with the City as may be required in order to fulfil the objectives set out in this MOU.

- Mt. Dufour agrees in principle that the continued financial support of the City benefits the Ski Hill. In acknowledgement of the considerable, ongoing support that the City provides for the continued operation of the Ski Hill, Mt. Dufour agrees to invest any excess revenues into working capital for future operations, equipment, and/or other capital expenditures to support the Ski Hill.

- **INDEMNITY**

- The City and Mt. Dufour shall, both during and following the term of this MOU, indemnify and save harmless the other party's, Council and/or board members, officers, employees, agents and volunteers from and against any and all third party claims, actions, losses, expenses, costs, demands, suits, complaints and damages of every nature and kind whatsoever based upon, occasioned by or attributable to anything done or omitted to be done by such party, other party's, Council and/or board members, officers, employees, agents or volunteers in connection with or arising out of this MOU.

- **NOTICES**

- Any written notice given pursuant to this MOU must be addressed to the City 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) Mt. Dufour Ski Area
10 Ski Hill Road,
Elliot Lake, ON ~~P0M 2L0~~ P5A 2T1

- Attention: Board Chairperson

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- 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.

- **GENERAL**

- 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.
- 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.

