



Agenda

Corporation of the Town of Kirkland Lake
Meeting of Council
Council Chambers, Town Hall
March 24, 2020
4:40 p.m.

1. **Moment of Silence**

2. **Approval of the Agenda**

BE IT RESOLVED THAT Council approves the Agenda for its Special Meeting of March 24, 2020 as presented.

3. **Declaration of Pecuniary Interest**

4. **Petitions and Delegations**

No petitions or delegations received.

5. **Approval of Minutes and Recommendations**

Minutes of the Regular Meeting of Council held March 3, 2020

BE IT RESOLVED THAT Council approve the minutes of the following meetings:

- *Minutes of the Regular Meeting of Council held March 3, 2020*

6. **Reports of Municipal Officers and Communications**

6.1 Service Review Update
Scott McDowell, Facility Administrator

BE IT RESOLVED THAT Memorandum Number 2020-ED-001 entitled "Heritage North Service Review – Update", be received.

6.2 Recreation Complex Services - Statutory Holidays
Bonnie Sackrider, Director of Community Services

BE IT RESOLVED THAT Report Number 2020-CS-001 entitled "Recreation Complex Services - Statutory Holidays", be received, and

THAT staff be directed to ensure that the necessary funds are included in the 2020 Proposed Operating Budget to facilitate business continuity at the Recreation Complex on statutory holidays in 2020.

PLEASE NOTE: All items on this Agenda are for Council's consideration and will be voted on at the meeting.

6.3 Community Complex Lobby Advertising
Bonnie Sackrider, Director of Community Services

BE IT RESPOLVED THAT Report Number 2020-CS-002 entitled “Community Complex Lobby Advertising”, be received, and

THAT council approve an extension of the current agreement with Futuresign Multimedia Displays.

6.4 2019 Summary of Remuneration and Expenses of Elected Officials
Keith Gorman, Treasurer

BE IT RESOLVED THAT Report Number 2020-FIN-001 entitled “2019 Summary of Remuneration and Expenses of Elected Officials”, be received.

6.5 Vesting Properties: Tax Sale of Wednesday, November 6, 2019
Ryan Dagelman, Tax Collector

BE IT RESOLVED THAT Report Number 2020-FIN-002 entitled “Vesting Properties: Tax Sale of Wednesday, November 6, 2019, be received, and

THAT Council for the Corporation of the Town of Kirkland Lake vest the following unsold tax sale properties with the Municipality:

3 McKelvie Avenue,
0 Swastika Avenue,
0 Folger Street,
61 Brant Street,
1 Government Road East,
2 Premier Avenue East, and

THAT Council hereby directs staff to write-off the taxes for these properties and take ownership of these properties, and

THAT these properties be declared surplus to the needs of the Municipality and advertised for sale.

6.6 Write Off Uncollectible Taxes: Tax Sale of Wednesday, November 6, 2019
Ryan Dagelman, Tax Collector

BE IT RESOLVED THAT Report Number 2020-FIN-003 entitled “Write-off Uncollectible Taxes: Tax Sale of Wednesday, November 6, 2019”, be received, and

THAT Council for the Corporation of the Town of Kirkland Lake write off outstanding tax liabilities the following unsold tax sale properties with the municipality:

Roll Number 5468 000 016 26000 0000 / 695 Government Road West, and

THAT Council hereby directs staff to write-off the taxes for these properties and future years until such time that the property sells.

6.7 Municipal Modernization Program Funding Approval
Keith Gorman, Treasurer

BE IT RESOLVED THAT Report Number 2020-FIN-004 entitled “Municipal Modernization Program Funding Approval” be received, and

THAT Council directs staff to present a By-law to Council to authorize the Town of Kirkland Lake to enter into the Transfer Payment Agreement with the Ministry of Municipal Affairs and Housing for a total of \$117,024.00 to complete the Service Delivery Review Project, and

THAT staff be directed to prepare and release a Request for Proposals for the provision of services to complete a Service Delivery Review in accordance with the conditions stipulated within the Transfer Payment Agreement from the Province of Ontario.

6.8 Kirkland Lake Drinking Water System – 2019 Annual / Summary Report
Michel Riberdy, Manager of Public Works

BE IT RESOLVED THAT Report Number 2020-PW-001 entitled “Kirkland Lake Drinking Water System – 2019 Annual / Summary Report”, be received, and

THAT Council for the Corporation of the Town of Kirkland Lake hereby accepts the Kirkland Lake Drinking Water System – 2019 Annual / Summary Report as presented, and

THAT staff be directed to upload the Kirkland Lake Drinking Water System – 2019 Annual / Summary Report to the Town’s website.

6.9 Kinross Pond Trail Winter Maintenance
Michel Riberdy, Manager of Public Works

BE IT RESOLVED THAT Report Number 2020-PW-002 entitled “Kinross Pond Trail Winter Maintenance”, be received, and

THAT staff be directed to maintain the Kinross Pond Trail as an unmaintained trail during the winter months.

6.10 Proposed Parking Modifications
Ashley Bilodeau, Manager of Planning and Land Development

BE IT RESOLVED THAT Report Number 2020-DEV-001 entitled “Proposed Parking Modifications”, be received, and

THAT staff be directed to prepare and present a By-law to Council addressing the following modification to the Parking By-law:

1. Removal of parking restrictions on the south side of Government Road, pending increase to budget to include snow removal as suggested in this report.

THAT staff be further directed to:

1. Present a report to Council with recommendations assessing the pros and cons of pay-and-display parking units in the downtown core.

6.11 Inquiry Report from the Integrity Commissioner
Meagan Elliott, Clerk

BE IT RESOLVED THAT the Inquiry Report dated February 19, 2020 from E4M be received.

6.12 COVID:19 Update
Ric McGee, CAO

VERBAL REPORT

6.13 Comfort Street Pumping Station – 140HP Standby Sewage Pump
Michel Riberdy, Manager of Public Works

BE IT RESOLVED THAT Report Number 2020-PW-003 entitled “Comfort Street Pumping Station – 140HP Standby Sewage Pump”, be received,

THAT staff be directed to proceed with **Option 2 – N Impeller** for the repairs of the 140HP Standby Sewage Pump as provided for in the cost estimate from Xylem Water Solutions’, and

THAT the monies in the amount of \$38,821.00 plus a 10% contingency not to exceed \$42,703.10 required to fund these repairs be allocated from the Wastewater Capital Projects Reserve Fund.

7. Introduction, Reading and Consideration of Bylaws

Bylaw 20-028 Being a bylaw to Authorize the Corporation of the Town of Kirkland Lake to enter into an Agreement with the United Steelworkers Local 2020

BE IT RESOLVED THAT the following bylaw be read a first, second, and third time, numbered, passed, signed by the Mayor and the Clerk, and the Seal of the Corporation be affixed thereto;

Bylaw Number 20-028, being a bylaw to Authorize the Corporation of the Town of Kirkland Lake to enter into an Agreement with the United Steelworkers Local 2020

Bylaw 20-029 Being a bylaw to Authorize the Mayor and Clerk to Execute a Contract for the Zoning By-Law Update

BE IT RESOLVED THAT the following bylaw be read a first, second, and third time, numbered, passed, signed by the Mayor and the Clerk, and the Seal of the Corporation be affixed thereto;

Bylaw Number 20-029, being a bylaw to Authorize the Mayor and Clerk to Execute a Contract for the Zoning By-Law Update

Bylaw 20-030 Being a bylaw to Authorize the Mayor and Clerk to Execute a Transfer Payment Agreement with the Ministry of Municipal Affairs and Housing for the Municipal Modernization Program

BE IT RESOLVED THAT the following bylaw be read a first, second, and third time, numbered, passed, signed by the Mayor and the Clerk, and the Seal of the Corporation be affixed thereto;

Bylaw Number 20-030, being a bylaw to Authorize the Mayor and Clerk to Execute a Transfer Payment Agreement with the Ministry of Municipal Affairs and Housing for the Municipal Modernization Program

Bylaw 20-031 Being a bylaw to Execute Documents Related to the Sale of a Property Located at 40 Swastika Avenue to Tyler Letellier

BE IT RESOLVED THAT the following bylaw be read a first, second, and third time, numbered, passed, signed by the Mayor and the Clerk, and the Seal of the Corporation be affixed thereto;

Bylaw Number 20-031, being a bylaw to Execute Documents Related to the Sale of a Property Located at 40 Swastika Avenue to Tyler Letellier

Bylaw 20-032 Being a bylaw to Amend Bylaw 19-033 Being a Bylaw that Authorized Mayor and Clerk to Execute an Agreement with FEDNOR for Northern Development Program Funding for Expansion of Municipal Services Adjacent to the Industrial Park

BE IT RESOLVED THAT the following bylaw be read a first, second, and third time, numbered, passed, signed by the Mayor and the Clerk, and the Seal of the Corporation be affixed thereto;

Bylaw Number 20-032, being a bylaw to Amend Bylaw 19-033 Being a Bylaw that Authorized Mayor and Clerk to Execute an Agreement with FEDNOR for Northern

Development Program Funding for Expansion of Municipal Services Adjacent to the Industrial Park

8. Questions from Council to Staff

No questions submitted.

9. Notice(s) of Motion

10. Councillor Reports

11. Additional Information

Correspondence from the Ministry of Energy – The Natural Gas Expansion Support Program

BE IT RESOLVED THAT the correspondence from the Ministry of Energy be received.

Correspondence from the Minister of the Environment – Provincial Day of Action

BE IT RESOLVED THAT the correspondence from the Minister of the Environment be received.

12. Closed Session

BE IT RESOLVED THAT Council move into an In-Camera meeting pursuant to Section 239(2) to discuss 4 employee negotiation items, 1 proposed land disposition, and 1 matter relating to an identifiable individual.

13. Matters Arising from Closed Session

14. Confirmation Bylaw

Bylaw 20-033 Being a bylaw to confirm the proceedings of Council at its meeting held March 24, 2020

BE IT RESOLVED THAT the following bylaw be read a first, second, and third time, numbered, passed, signed by the Mayor and the Clerk, and the Seal of the Corporation be affixed thereto;

Bylaw Number 20-033, being a bylaw to confirm the proceedings of Council at its meeting held March 24, 2020.

15. **Adjournment**

BE IT RESOLVED THAT Council adjourn the March 24, 2020 Special Meeting of Council.



Minutes

Corporation of the Town of Kirkland Lake
Meeting of Council
Council Chambers, Town Hall
March 3, 2020
4:40 p.m.

Attendance

Mayor: Pat Kiely
Councillors: Rick Owen
Stacy Wight
Patrick Adams
Dennis Perrier
Eugene Ivanov
Absent: Casey Owens
Staff: Chief Administrative Officer: Ric McGee
Municipal Management Consultant: Yves Labelle
Municipal Clerk: Meagan Elliott
Finance Manager/Treasurer: Keith Gorman
Senior Financial Analyst: Sheri Matthews
Director of Planning and Land Development: Ashley Bilodeau
Director of Community Services: Bonnie Sackrider
Roads Foreman: Steve Ranta
Airport/Cemetery/Landfill Supervisor: Rick Charbonneau
Fire Chief: Rob Adair
General Manager of Public Works: Michel Riberdy
Deputy Treasurer: Peter Georgeoff
Director of Care: Nancy Loach

Moment of Silence

Mayor Pat Kiely requested a moment of silence.

Approval of the Agenda

Moved by: Stacy Wight

Seconded by: Dennis Perrier

Be it resolved THAT Council approves the Agenda for its Regular Meeting of March 3, 2020 as presented.

CARRIED

Declaration of Pecuniary Interest

Mayor Pat Kiely requested those present to declare any pecuniary interest with matters appearing on the agenda.
None Declared.

Petitions and Delegations

Decommission Swastika WPCP & Pump to KL Sanitary System

Moved by: Stacy Wight

Seconded by: Dennis Perrier

Be it resolved that the presentation from Stantec regarding the decommissioning of the Swastika water pollution control plant (WPCP) & Pump to KL Sanitary System design and construction be received.

CARRIED

Acceptance of Minutes and Recommendations

Moved by: Stacy Wight

Seconded by: Dennis Perrier

Be it resolved THAT Council approve the minutes of the following meetings:

- Minutes of the Police Service Board meeting held February 24, 2020
- Minutes of the Regular Meeting of Council held February 18, 2020
- Minutes of the Kirkland Lake Public Library Board held January 23, 2020
- Minutes of the Museum Advisory Committee held January 15, 2020
- Minutes of the TPR Committee of Management held November 18, 2019

CARRIED

Reports of Municipal Officers and Communications

- i. Director of Community Services
 - a. Awarding RFQ 2020-01 – Crossing Guard Management Services
 - b. Recreation Committee of the Whole
- ii. Manager of Land Development and Planning
 - a. Deeming 40 Swastika Avenue Surplus Land
- iii. Clerk
 - a. Notice of Intent from the Integrity Commissioner
 - b. New Library Member
 - c. Epilepsy Month
 - d. People’s Choice Awards
- iv. Councillor Dennis Perrier
 - a. Technical Review Committee

Motions Arising From Reports of Municipal Officers and Communications

Moved: Stacy Wight

Seconded: Dennis Perrier

Be it resolved that the Awarding RFQ 2020-01 – Crossing Guard Management Services report be received.

CARRIED

Moved: Stacy Wight

Seconded: Dennis Perrier

Be it resolved that the Recreation Committee Briefing report be received, and THAT the Recreation Committee Briefing be referred back to staff.

CARRIED

Moved: Dennis Perrier

Seconded: Stacy Wight

Be it resolved THAT Council receives the report from Ashley Bilodeau regarding the deeming of 40 Swastika Avenue and THAT Council declare 40 Swastika Avenue as Surplus Land.

CARRIED

Moved: Stacy Wight

Seconded: Dennis Perrier

Be it resolved that the report from Meagan Elliott, Clerk regarding the Notice of Intent from the Integrity Commissioner to submit a report for consideration at the following regular meeting.

CARRIED

Moved: Stacy Wight

Seconded: Dennis Perrier

Be it resolved that the correspondence from the Tech Centennial Library Board regarding a board member vacancy be received and referred back to staff for the Closed session of this meeting as item #5.iii.a.

CARRIED

Moved: Stacy Wight

Seconded: Dennis Perrier

Be it resolved that the correspondence from the Seizure & Brain Injury Centre regarding epilepsy month be received.

CARRIED

Moved: Stacy Wight

Seconded: Dennis Perrier

Be it resolved that the correspondence from the Chamber of Commerce for the 2019 People's Choice Awards be received.

CARRIED

Moved: Rick Owen

Seconded: Eugene Ivanov

Be it resolved that the report from Councillor Dennis Perrier regarding the establishment of a Technical Review Committee be received and THAT Councillor Dennis Perrier work with Finance and Public Works staff to bring a report back to include terms of reference.

CARRIED

Introduction, Reading and Consideration of Bylaws

Moved: Eugene Ivanov

Seconded: Rick Owen

Be it resolved that Bylaw 20-024 being a bylaw to Amend Bylaw 15-017 for the Regulation of Parking for the Town of Kirkland Lake be read a first and second time.

CARRIED

Moved: Rick Owen

Seconded: Eugene Ivanov

Be it resolved that Bylaw 20-024 being a bylaw to Amend Bylaw 15-017 for the Regulation of Parking for the Town of Kirkland Lake be amended by removing Schedule E & G and replacing with the new Schedule E & G as presented at the meeting.

CARRIED

Moved: Eugene Ivanov

Seconded: Rick Owen

Be it resolved that Bylaw 20-024 being a bylaw to Amend Bylaw 15-017 for the Regulation of Parking for the Town of Kirkland Lake be read a third time, enacted and passed.

CARRIED

Moved: Rick Owen

Seconded: Eugene Ivanov

Be it resolved that Bylaw 20-025 being a bylaw to appoint a Chief Administrative Officer be read a first, second and third time, enacted and passed.

CARRIED

Moved: Eugene Ivanov

Seconded: Rick Owen

Be it resolved that Bylaw 20-026 being a bylaw to Delegate Administrative Powers to the Chief Administrative Officer be read a first, second and third time, enacted and passed.

CARRIED

Questions from Council to Staff

Council and staff discussed the questions listed on the agenda.

Notice(s) of Motion

There were no notices of motions presented before Council.

Confirmation Bylaw

Moved: Rick Owen

Seconded: Eugene Ivanov

Be it resolved that Bylaw 20-027 being a bylaw to confirm the proceedings of Council at its meeting held March 3, 2020 be read a first, second and third time, enacted and passed.

CARRIED

Councillor's Reports

Members of Council commented on their activities over the past 2 weeks.

Additional Information

There was no additional information added to the agenda.

Adjournment

Moved: Eugene Ivanov

Seconded: Rick Owen

Be it resolved that Council adjourn into an In-Camera Meeting, pursuant to Section 239(2) of the Municipal Act to discuss 2 proposed land dispositions, 1 litigation matter, employee negotiations and identifiable individuals within the Corporation.

CARRIED

The meeting adjourned at: 6:19pm

Pat Kiely, Mayor

Meagan Elliott, Clerk



MEMORANDUM

Meeting Date: 3/17/2020	Memorandum Number: 2020-ED-001
Presented by: Scott McDowell	Department: Economic Development

Memorandum Title

Heritage North Service Review – Update

Recommendations

BE IT RESOLVED THAT Memorandum Number 2020-ED-001 entitled “**Heritage North Service Review – Update**”, be received.

Background

On January 14th, 2020 Council directed the CAO to perform a service review of Heritage North Conference & Events Centre, and provide an update as to its progress by March 31st, 2020.

Shortly after the January 14th meeting of Council, proper analytical tools were developed to support budget simulation and assess alternatives. Extensive data has been compiled in order to identify cost and revenue drivers, as well as recognize and substantiate variances. The analysis is ongoing in the development of a list of opportunities targeting the increase of current revenue channels, the creation of new revenue streams, reducing cost-of-goods-sold (COGS) and increasing market share. All opportunities identified to date are favourable in support of an overall reduction in Heritage North’s operating subsidy while enhancing the level of service delivery. Resources have also been compiled to define and investigate alternative methods of service delivery, specifically sale, tender and relocation of municipal services.

Progress in completion of the report was momentarily paused as direction was given to await contribution from the Director of Economic Development. It is for this reason that the next update on progress of the service review will be at the April 7th Regular Meeting of Council, being the first meeting after March 31st.



REPORT TO COUNCIL

Meeting Date: 3/17/2020	Report Number: 2020-CS-001
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input type="checkbox"/> High <input checked="" type="checkbox"/> Low
	Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Bonnie Sackrider	Department: Community Services

REPORT TITLE

Recreation Complex Services - Statutory Holidays

RECOMMENDATIONS

BE IT RESOLVED THAT Report Number 2020-CS-001 entitled “Recreation Complex Services - Statutory Holidays”, be received, and

THAT staff be directed to ensure that the necessary funds are included in the 2020 Proposed Operating Budget to facilitate business continuity at the Recreation Complex on statutory holidays in 2020.

BACKGROUND

At the Regular Meeting of Council held on March 3, 2020, Council for the Corporation of the Town of Kirkland Lake received a report entitled “Recreation Committee Briefing” from the Community Services Department. That report is attached as Attachment 1 to this report for Council’s review. Council made a motion that is provided below to refer this report back to staff to provide additional information to be presented at the March 17, 2020 Regular Meeting of Council.

BE IT RESOLVED THAT the Recreation Committee Briefing Report be received, and

THAT the Recreation Committee Briefing Report be referred back to staff.

Report Number 2020-CS-001 is provided to Council in response to that direction.

RATIONALE

Following the Regular Meeting of Council held on March 3, 2020 and the discussions that occurred at that meeting, staff have a clearer understanding of the suggestions proposed at the Recreation Committee and at Council relating to opening the Recreation Complex on statutory holidays.

It makes perfect sense that a Recreation Complex as well equipped and progressive as Kirkland Lake's should be available at times when the general public on mass are available and looking for specialized facilities in which to recreate. Therefore, staff has assessed the following statutory holidays and the costs to open the Recreation Complex on those days and recommends to Council that the necessary funds to facilitate these statutory holiday openings be included in the 2020 Proposed Operation Budget.

New Year's Day	Closed
January 2nd	Closed
Family Day Canada	Closed
Good Friday	Net Expenditure to Open - \$1,470
Easter Monday	Remain Closed
Victoria Day	Net Expenditure to Open - \$1,520
Canada Day	Remain Closed
Civic Holiday	Remain Closed
Labour Day	Remain Closed
Thanksgiving	Net Expenditure to Open - \$1,333
Remembrance Day	Remain Closed
Christmas Day	Remain Closed
Boxing Day	Remain Closed

Open on Statutory Holidays

In the past, Town Departments have been closed on the 13 holidays identified in the CUPE Local 26 Collective Agreement. The exceptions to this has been Emergency and Health Services, specifically Kirkland Lake Fire Services and Teck Pioneer Residence Long Term Care Facility. Recently, there has been interest expressed by members of Council to investigate the potential for the Community Complex to open on statutory holidays where the public will maximize the use of the facilities.

When assessing the viability of opening the Community Complex on these statutory holidays, staff analyzed two main areas of consideration, which included:

1. Current Provincial legislation entitles most staff to public holiday pay should the facility remain closed. Should the facility be opened, in addition to the calculated public holiday pay, Provincial legislation relating to employees working on statutory holidays would require the Employer to pay 1.5 times the regular rate of pay for all hours worked by Employees on the statutory holiday.
2. The additional unbudgeted operational revenues and expenditures to the Town of Kirkland Lake to open the facilities on a select number of statutory holidays.

These revenues and expenditures are estimated below by statutory holiday to provide Council with an analysis of the Net Expenditures to be included in the Proposed 2020 Operating Budget. The CUPE Collective Agreement is consistent with the Employment Standards Act at Article 13.03 and 13.05, which read:

If an employee is required to work on the above-mentioned holidays, the employee shall receive in addition to the pay for the holiday, one and one-half times a regular day's pay, calculated on the hours actually worked.

13.05 Applicable to Parks and Recreation Employees only:

Notwithstanding the provisions of Articles 13.01 and 13.02, it is agreed that the following paid holiday (namely Remembrance Day, Thanksgiving Day, Canada Day and Victoria Day) shall, at the request of the Corporation, be substituted for by another day to be observed as the paid holiday in question. The actual selection of such a substituted day will be effected by agreement between the Corporation and the employee concerned. Article 13.02 will then apply to the agreed to substituted day.

Article 13 – Paid Holidays from the CUPE Local 26 current Collective Agreement has been included as *Attachment 2* for your review

Financial Analysis

Potential Days

Staff has assessed the remaining 10 statutory holidays in 2020. Historically, attendance at the facility has declined over the warmer months, presumably due to increased recreational opportunities available for citizens (including parks, local beaches, the splash park, etc.). Given this, focus for this initiative has been geared towards Spring and Fall months for 2020.

Revenue Considerations

Staff has considered several scenarios when assessing potential revenues for statutory holidays, including seeking sponsorship, a straight user-fee scenario, as well as a hybrid of sponsorship and discounted user fees.

Sponsorship dollars have been estimated using current process and rates, which closely align with the cost of renting a respective facility for an hour (\$200/pool, \$125/ice).

For those scenarios which include user fees as a revenue source, attendance figures have been estimated utilizing 2019 attendance rates for the day prior to the holiday as a baseline. In the scenario of a "Toonie" swim, attendance has been estimated slightly higher (+10%), on the presumption that a reduced fee will encourage more citizens to turn out.

Estimated revenues have ranged between \$700 and \$1,200 depending on funding method chosen.

Expenditures

Incremental expenditures have been identified as primarily being staff labour costs. These costs have been estimated at between \$1,800 - \$1,900 per day, primarily due to the premium pay staff would be entitled to for working on a statutory holiday. It is estimated that the facility would require 8 - 9 staff to open the facility.

The labour expenditures have been calculated based on current contract rates and costs for dates between May and December could change based on negotiated rates.

FINANCIAL IMPLICATIONS

Staff anticipates that the incremental cost of approx. \$5,508 to open for three statutory holidays can be partially offset by seeking a combination of corporate sponsors and the collection of a discounted user fees.

There will be an estimated \$4,323 net expenditure included in the 2020 Proposed Operating Budget to fund this initiative. Staff will plan for additional statutory holiday openings in 2021, such as Family Day as part of the budget process.

ALTERNATIVES TO THE RECOMMENDATIONS

Council may choose to amend the recommendations proposed by increasing or reducing the number of statutory holidays that the Recreation Complex will be open for in 2020. Council may also choose to maintain the status quo and maintain closure of the Recreation Complex on statutory holidays in 2020.

CONSULTATIONS

Keith Gorman, Director of Finance
Richard McGee, Chief Administrative Officer

ATTACHMENTS

ATTACHMENT 1 – Report - Recreation Committee Briefing
ATTACHMENT 2 – CUPE Local 26 Agreement – Article 13 – Paid Holidays
ATTACHMENT 3 – Alternate Scenarios
ATTACHMENT 4 – Stat Expenditures Calculation



REPORT TO COUNCIL	
Meeting Date: 3/3/2020	Report Date: 2/24/2020
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input type="checkbox"/> High <input checked="" type="checkbox"/> Low
	Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Bonnie Sackrider	Department: Community Services

Report Title

Recreation Committee Briefing

Recommendations

1. That Council approve the modified Terms of Reference for the Parks and Recreation Advisory Committee as attached to meet criteria of new Committee of Whole Committee Structure.
2. That council direct the CAO to attempt to staff the Community Complex for a 5 hour opening on the following Statutory Holidays:
3. That council provide direction as to digital advertising in the lobby of the Community Complex.

Background

On February 11, 2020 the Recreation Committee held its first meeting of 2020.

Budget Implications

Recommendation # 1 – none

Recommendation # 2 - \$2100 per statutory holiday open

Recommendation # 3 – dependant on direction given

Options / Discussions

The Committee discussed the following topics:

- Parks and Recreation Advisory Committee becoming a Committee of the Whole
- Training legislated for members of Committees
- Participaction Community Better Challenge
- Arena Advertising Agreement

-
- Affordable Access opportunities
 - Facility Lobby Advertising
 - Presentations by user groups
 - Current Initiatives and Department updates
 - Opening on various Statutory Holidays for 2021

Topics for Council deliberation

1. Modifications of Terms of Reference

Due to the new TKL Committees of the Whole, the terms of reference for the Parks and Recreation Advisory Committee will need small adjustments. Attached

Council reps are now Stacy Wight, Chair and Dennis Perrier

2. Ability and costs to be open on Statutory Holidays

In the past, Town Departments have been closed on the 13 holidays identified in the CUPE 26 agreement. (The exceptions to this have been emergency and health services, namely KL Fire Services and TPR.) In the recent past, there has been some interest by individual councillors, in the Community Complex remaining open for some of these holidays.

To entertain this option there are two main topics to consider:

- i. The current legislation around working on a statutory holiday indicates that the employee and employer must agree to working on the stat. Therefore, employees are required to agree to working.
- ii. The cost to the municipality to open the facility on the stat holiday.

Legislation to adhere to regarding working on a Statutory holiday

Employment Standards Act

26. (1) If a public holiday falls on a day that would ordinarily be a working day for an employee and the employee is not on vacation that day, the employer shall give the employee that day off work and pay him or her public holiday pay for that day.

27. (1) An employee and employer may agree that the employee will work on a public holiday that would ordinarily be a working day for that employee, and if they do, section 26 does not apply to the employee.

(2) Subject to subsections (3) and (4), if an employer and employee make an agreement under subsection (1),

(a) the employer shall pay to the employee waged at his or her regular rate for the hours worked on the public holiday and substitute another day that would ordinarily be a working day for the employee to take off work and for which he or she shall be paid public holiday pay as if the substitute day were a public holiday; or

(b) if the employee and the employer agree, the employer shall pay to the employee public holiday pay for the day plus premium pay for each hour worked on that day

CUPE agreement

13.03 If an employee is required to work on the above-mentioned holidays, he shall receive in addition to the pay for the holiday, one and one-half times his regular day's pay, calculated on the hours actually worked.

13.05 Applicable to Parks and Recreation Employees only:

Notwithstanding the provisions of Articles 13.01 and 13.02, it is agreed that the following paid holiday (namely Remembrance Day, Thanksgiving Day, Canada Day and Victoria Day) shall, at the request of the Corporation, be substituted for by another day to be observed as the paid holiday in question. The actual selection of such a substituted day will be effected by agreement between the Corporation and the employee concerned. Article 13.02 will then apply to the agreed to substituted day.

Therefore, for an employee to work the holiday, they must agree to it (as per ESA). If they agree then we would be required to follow 13.03 of the CA. (note: in the future TKL could negotiate different holidays to be included in 13.05 of the CA.)

Consequently, the options and estimated costs to be open on a stat holiday are:

The day could be added to the regular rotation for the employees and we would open for a full 8 hours, or we could choose to open for a reduced number of hours and this would be in addition to the staff's regular work week. The costs (as required by CUPE 26 agreement and Employment Standards Act) for both scenarios are as follows:

Regular day of work – total pay including premium pay - **\$3,233.82**

Premium Pay only - **\$2,533.64**

Scheduled in excess of regular hours – based on facility open from 10 am to 3 pm - **\$2,797.13**

Premium Pay only - **\$2096.95**

Based on the most affordable option, council would need to budget an additional \$2100 for each statutory holiday they would like the Community Complex to remain open.

Note: There are no exceptions for municipal staff in the ESA when it comes to stat holidays, therefore the employee needs to agree in writing to work the stat holiday, and is then paid at the premium

3. Lobby Advertising after June 2020

The current agreement for lobby advertising will expire in June of this year. The contract includes an option to renew for an additional (5) year period if agreed upon by both parties. The current agreement includes supply of a 4' x 8' backlit kiosk unit housing static LED backlit signage which will surround a 42" Commercial Grade LED HD Flat Screen digital Display, and an additional 55' Commercial Grade LED HD Flat Screen Digital Display .

These displays are used extensively by the department for information updates and marketing

of programs.

The current project was an initiative through the Economic Development Department in response to recommendations from the community's strategic plan. \$5,000 was received from KDCDC's Local Initiatives Fund and went toward the cost of a unit at HNN (part of the project).

In exchange for a five year contract to render digital advertising at the Complex, the company paid for all equipment, set up, training, service, and equipment replacement. Corporate staff has access to control the system, allowing us to make changes to content daily. The agreement at Heritage North included a commercial grade unit at a discounted price, full warranty and support and remote access. Council approved the project in 2015.

The current contract indicates a fee of \$1,000 per annum beginning in year four (and beyond) of the contract term.

Questions to consider

Does council want to extend the current contract for an additional five years?

If council does not want to, do they wish to open up digital advertising in the lobby, through an RFP process, to non –profit groups? Marketing firms? Local businesses?

Other Departments Consulted and Affected

Attachments

Terms of Reference with proposed changes

Current Lobby Agreement and By-law

Report to Council – 6/16/2015

CAO Comments

ARTICLE 13 - PAID HOLIDAYS

13.01 All employees covered by this Agreement, after three (3) months continuous employment, shall receive a regular day's pay at their basic rates for the following holidays if not worked:

New Year's Day	January 2nd
Canada Day	Remembrance Day
Thanksgiving Day	Victoria Day
Christmas Day	Labour Day
Good Friday	Boxing Day
Civic Holiday	Easter Monday
Family Day	

There will be two (2) floating holidays per year to be agreed to between the employee concerned and the Corporation.

13.02 In order to be entitled to payment for holidays not worked, an employee must work his regular shift preceding and his next regular shift immediately following any of the above-named holidays.

13.03 If an employee is required to work on the above-mentioned holidays, he shall receive in addition to the pay for the holiday, one and one-half (1½) times his regular day's pay, calculated on the hours actually worked.

13.04 Where a holiday as outlined in Article 13.01 falls on a regular day off (e.g., weekend), then an employee will receive an extra day off on the day immediately after the holiday. In the case of Parks and Recreation employees, the extra day off will be taken on a day mutually agreed upon.

13.05 Applicable to Parks & Recreation Employees only:

Notwithstanding the provisions of Articles 13.01 and 13.03, it is agreed that the following paid holidays (namely Remembrance Day, Thanksgiving Day, Canada Day and Victoria Day) shall, at the request of the Corporation, be substituted for by another day to be observed as the paid holiday in question. The actual selection of such a substituted day will be effected by agreement between the Corporation and the employee concerned. Article 13.02 will then apply to the agreed to substituted day.

Alternate Scenarios - Community Complex

Sponsorship & User Fee Waived

		Status	Sponsorship	User Fees - Pool	User Fees - Skate	Incremental Revenue	Incremental Expense	Net Expenditures	
1	A	New Year's Day	Close	-	-	-	-	-	Closed 2020
2	A	January 2nd	Close	-	-	-	-	-	Closed 2020
3	A	Family Day	Close	-	-	-	-	-	Closed 2020
4	A	Good Friday	Open	200.00	-	200	1,836	(1,636)	
5	A	Easter Monday	Close	-	-	-	-	-	Not a Provincial Stat; many parents working this day.
6	B	Victoria Day	Open	200.00	-	200	1,836	(1,636)	
7	B	Canada Day	Close	-	-	-	-	-	Attendance decline in summer months; other community activities available (including Splash Park)
8	B	Civic Holiday	Close	-	-	-	-	-	Attendance decline in summer months; other community activities available (including Splash Park)
9	B	Labour Day	Close	-	-	-	-	-	Attendance decline in summer months; other community activities available (including Splash Park)
10	B	Thanksgiving Day	Open	325.00	-	325	1,836	(1,511)	
11	B	Remembrance Day	Close	-	-	-	-	-	Not a Provincial Stat; many parents working this day, kids in school
12	B	Christmas Day	Close	-	-	-	-	-	
13	B	Boxing Day	Close	-	-	-	-	-	
						\$ 725	\$ 5,508	\$ (4,783)	

User Fee Only

		Status	Sponsorship	User Fees - Pool	User Fees - Skate	Incremental Revenue	Incremental Expense	Net Expenditures	
1	A	New Year's Day	Close	-	-	-	-	-	
2	A	January 2nd	Close	-	-	-	-	-	
3	A	Family Day	Close	-	-	-	-	-	
4	A	Good Friday	Open	375.00	-	375	1,836	(1,461)	
5	A	Easter Monday	Close	-	-	-	-	-	
6	B	Victoria Day	Open	265.00	-	265	1,836	(1,571)	
7	B	Canada Day	Close	-	-	-	-	-	
8	B	Civic Holiday	Close	-	-	-	-	-	
9	B	Labour Day	Close	-	-	-	-	-	
10	B	Thanksgiving Day	Open	290.00	50.00	340	1,836	(1,496)	
11	B	Remembrance Day	Close	-	-	-	-	-	
12	B	Christmas Day	Close	-	-	-	-	-	
13	B	Boxing Day	Close	-	-	-	-	-	
						\$ 980	\$ 5,508	\$ (4,528)	

Sponsor & Discounted User Fees

		Status	Sponsorship	User Fees - Pool	User Fees - Skate	Incremental Revenue	Incremental Expense	Net Expenditures	
1	A	New Year's Day	Close	-	-	-	-	-	
2	A	January 2nd	Close	-	-	-	-	-	
3	A	Family Day	Close	-	-	-	-	-	
4	A	Good Friday	Open	200.00	166.00	366	1,836	(1,470)	
5	A	Easter Monday	Close	-	-	-	-	-	
6	B	Victoria Day	Open	200.00	116.00	316	1,836	(1,520)	
7	B	Canada Day	Close	-	-	-	-	-	
8	B	Civic Holiday	Close	-	-	-	-	-	
9	B	Labour Day	Close	-	-	-	-	-	
10	B	Thanksgiving Day	Open	325.00	128.00	503	1,836	(1,333)	
11	B	Remembrance Day	Close	-	-	-	-	-	
12	B	Christmas Day	Close	-	-	-	-	-	
13	B	Boxing Day	Close	-	-	-	-	-	
						\$ 1,185	\$ 5,508	\$ (4,323)	

Estimated Expenditures - STAT Holiday

Before Contract Renewal:

Staffing	Count	Hours	Total Hours	Base Rate	Stat Prem (1.5)	Stat Off	Working	Incremental Earnings	Additional Burden	Additional Expense
Desk Attendant	1	8	8	\$24.71	\$37.07	197.68	494.20	296.52	45.81	\$ 342.33
Operator	1	10	10	\$25.54	\$38.31	255.40	638.50	383.10	59.19	442.29
Custodian	1	10	10	\$24.71	\$37.07	247.10	617.75	370.65	57.27	427.92
Lifeguard	5	3	15	\$18.00	\$27.00	180.00	675.00	495.00	76.48	571.48
	8	31	43			880.18	2,425.45	1,545.27	238.74	1,784.01
Skate Patrol	1	1	1	\$18.00	\$27.00	-	45.00	45.00	6.95	51.95
	9.00	32.00	44.00			880.18	2,470.45	1,590.27	245.70	\$ 1,835.97

Assumes lifeguard would have rec'd approx. 2 hours stat pay based on calculation.



REPORT TO COUNCIL

Meeting Date: 3/17/2020	Report Number 2020-CS-002
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input type="checkbox"/> High <input checked="" type="checkbox"/> Low Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Bonnie Sackrider	Department: Community Services

REPORT TITLE

Community Complex Lobby Advertising

RECOMMENDATIONS

BE IT RESPOLVED THAT Report Number 2020-CS-002 entitled “Community Complex Lobby Advertising”, be received, and

THAT council approve an extension of the current agreement with Futuresign Multimedia Displays.

BACKGROUND

At the Regular Meeting of Council held on February 15, 2015, Council passed By-law Number 15-069, attached to this report as *Attachment 1* authorizing the municipality to enter into an agreement with Futuresign Multimedia Displays for installation of two digital backlit units in the lobby of the Community Complex.

At the Parks and Recreation Advisory Committee (PRAC) meeting of February 11, 2020, PRAC discussed the agreement since there was interest from a user group in securing the rights to Lobby Advertising.

At the Regular Meeting of Council held on March 3, 2020, Council for the Corporation of the Town of Kirkland Lake received a report entitled “Recreation Committee Briefing” from the Community Services Department. That report is attached as *Attachment 2* to this report for Council’s review. Council made a motion that is provided below to refer this report back to staff to provide additional information to be presented at the March 17, 2020 Regular Meeting of Council.

BE IT RESPOVED THAT the Recreation Committee Briefing Report be received, and **THAT** the Recreation Committee Briefing Report be referred back to staff.

Report Number 2020-CS 002 is provided to Council in response to that direction.

RATIONALE

At the Council meeting of March 3, 2020, Councillors expressed interest in providing a similar marketing service in-house. The Communications Coordinator from the Information Technology (I.T.) Department has confirmed that they have the capacity to purchase a screen and run a slide show with provided content. I.T. does not have the capacity to create the back lit displays as currently utilized as this is a specialized function of a multimedia design company.

I.T. Staff and Community Services staff recommend continuing with the professional graphic design of the current kiosks due to the impact of the impression it leaves with patrons using the Recreation Complex. The high quality design gives the facility credibility and entices visitors to stay around and read the content that staff has populated into the system and appears on the screen. The current multimedia service provides a professional image at the Recreation Complex and adds value to the customer experience and enhances customer service. Please see the attached pictures as *Attachment 3*.

The current agreement allows local businesses an opportunity to deliver state of the art branding and establish a community profile in Kirkland Lake at an economical cost, while providing the Recreation Complex with a revenue stream, a method to disseminate important information and the multimedia infrastructure at no cost to the taxpayer.

Forty-two (42) communities in Ontario currently partner with Futuresign Multimedia Displays to provide advertising in their community facilities. A list of these communities is provided for your review at *Attachment 4* to this report.

Current Community Complex Advertising Agreements

Two local user groups currently hold exclusive advertising rights in the respective program areas of the Community Complex that their club utilizes.

The Kirkland Lake Goldminers Junior Hockey Club have exclusive arena advertising including rink boards, wall space and on the Olympia Ice Resurfer. (*RFP attachment 5*). For the 2019/2020 season, the Kirkland Lake Goldminers Junior Hockey Club have indicated they will receive \$50,500.00 from this advertising and pay the municipality \$5,050.00 or 10% in accordance with the agreement.

The Kirkland Lake Aquatic Club has exclusive advertising rights in the pool area. The Kirkland Lake Aquatic Club has paid the municipality \$800.00 for the 2019/2020 year in accordance with the outcome of the delegation the Club made to Town Council and the

subsequent Council direction provided to staff. The Council direction to Staff is provided as *Attachment 6* to this report.

Futuresigns Current Agreement – provides for revenues of \$1,000.00 per year beginning in Year 4 and thereafter. Costs for businesses to advertise with Futuresigns at the Community Complex are as follows:

1. 1 x Digital Display ad - \$300.00
2. Small Kiosk Ad + Kiosk Digital Display ad - \$950.00
3. Large Kiosk Ad + Kiosk Digital Display ad - \$1450.00

Based on the number of advertisers currently on the two signs, staff estimate the total advertising revenue generated by Futuresigns per annum to be approximately \$9,650.00.

FINANCIAL IMPLICATIONS

If Council adopts the recommendations as presented, the Town of Kirkland Lake will generate \$5,000.00 in revenue over the next 5 years. No equipment, maintenance, set up or replacement costs will be incurred by the Town of Kirkland Lake.

ALTERNATIVES TO THE RECOMMENDATIONS

Council may choose to select one of the following alternatives provided below and direct staff to implement that direction:

1. Purchase screens that the Information Coordinator would create a slideshow of information prepared by Recreation staff. This option would require the purchase of equipment at an approximate cost of \$3,000.00. This option does not include advertising for the following reasons:
 - The time to get through the content of a slide show with the combination of information items and advertising screens would limit the impact and effectiveness of advertising and is anticipated to deter local businesses from finding this media opportunity unappealing,
 - The concern that advertisers would not see value in purchasing a moving slide,
 - The concern that local businesses are not interested in paying additional dollars to the municipality after having paid property taxes, and
 - The increased cost associated with staff creating pricing and a package to sell the advertising and the time required to solicit advertising space,
-

-
2. Purchase screens that the Information Coordinator would create a slideshow of information prepared by Recreation staff as well as advertising from businesses interested in paying for this advertising opportunity,
 3. Release an RFQ for backlit kiosks including user friendly content management software, sales and collection of advertising dollars, onsite training and support, production, installation, maintenance and IT support to operate the Displays, or
 4. Direct staff to negotiate with Futuresigns to increase the percentage of revenue realized by the Town of Kirkland from the total revenues generated from advertising in the lobby area of the Community Complex.

CONSULTATIONS

Shauna Ducharme, Information Communicator
Keith Gorman, Treasurer
Richard McGee, Chief Administrative Officer

ATTACHMENTS

Attachment 1 – By-law Number 15-069
Attachment 2 - Report to Council March 3 2020
Attachment 3 – Pictures of current back lit advertising boards
Attachment 4 – List of municipalities partnering with Futuresign
Attachment 5 – Copy of RFP for Arena Advertising
Attachment 6 – Motion from January 29th, 2019 Regular Meeting of Council



The Corporation of the Town of Kirkland Lake

Bylaw 15-069

A bylaw to Authorize the Mayor and Clerk
To execute an Agreement with
Futuresign Multimedia Displays
For the Community Advertising Project

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE
ENACTS AS FOLLOWS:

- 1) That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Futuresign Multimedia Displays for installation of digital backlit kiosk unit and digital display for exclusive use in the Town of Kirkland Lake, a copy of which agreement is attached and marked as schedule 'A' to this bylaw.

READ a first second and third time, enacted and passed this 17th day of February 2015.



Tony Antoniazzi, Mayor



Jo Ann Ducharme, Clerk



REPORT TO COUNCIL	
Meeting Date: 3/3/2020	Report Date: 2/24/2020
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input type="checkbox"/> High <input checked="" type="checkbox"/> Low Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Bonnie Sackrider	Department: Community Services

Report Title

Recreation Committee Briefing

Recommendations

1. That Council approve the modified Terms of Reference for the Parks and Recreation Advisory Committee as attached to meet criteria of new Committee of Whole Committee Structure.
2. That council direct the CAO to attempt to staff the Community Complex for a 5 hour opening on the following Statutory Holidays:
3. That council provide direction as to digital advertising in the lobby of the Community Complex.

Background

On February 11, 2020 the Recreation Committee held its first meeting of 2020.

Budget Implications

Recommendation # 1 – none

Recommendation # 2 - \$2100 per statutory holiday open

Recommendation # 3 – dependant on direction given

Options / Discussions

The Committee discussed the following topics:

- Parks and Recreation Advisory Committee becoming a Committee of the Whole
- Training legislated for members of Committees
- Participaction Community Better Challenge
- Arena Advertising Agreement

-
- Affordable Access opportunities
 - Facility Lobby Advertising
 - Presentations by user groups
 - Current Initiatives and Department updates
 - Opening on various Statutory Holidays for 2021

Topics for Council deliberation

1. Modifications of Terms of Reference

Due to the new TKL Committees of the Whole, the terms of reference for the Parks and Recreation Advisory Committee will need small adjustments. Attached

Council reps are now Stacy Wight, Chair and Dennis Perrier

2. Ability and costs to be open on Statutory Holidays

In the past, Town Departments have been closed on the 13 holidays identified in the CUPE 26 agreement. (The exceptions to this have been emergency and health services, namely KL Fire Services and TPR.) In the recent past, there has been some interest by individual councillors, in the Community Complex remaining open for some of these holidays.

To entertain this option there are two main topics to consider:

- i. The current legislation around working on a statutory holiday indicates that the employee and employer must agree to working on the stat. Therefore, employees are required to agree to working.
- ii. The cost to the municipality to open the facility on the stat holiday.

Legislation to adhere to regarding working on a Statutory holiday

Employment Standards Act

26. (1) If a public holiday falls on a day that would ordinarily be a working day for an employee and the employee is not on vacation that day, the employer shall give the employee that day off work and pay him or her public holiday pay for that day.

27. (1) An employee and employer may agree that the employee will work on a public holiday that would ordinarily be a working day for that employee, and if they do, section 26 does not apply to the employee.

(2) Subject to subsections (3) and (4), if an employer and employee make an agreement under subsection (1),

(a) the employer shall pay to the employee waged at his or her regular rate for the hours worked on the public holiday and substitute another day that would ordinarily be a working day for the employee to take off work and for which he or she shall be paid public holiday pay as if the substitute day were a public holiday; or

(b) if the employee and the employer agree, the employer shall pay to the employee public holiday pay for the day plus premium pay for each hour worked on that day

CUPE agreement

13.03 If an employee is required to work on the above-mentioned holidays, he shall receive in addition to the pay for the holiday, one and one-half times his regular day's pay, calculated on the hours actually worked.

13.05 Applicable to Parks and Recreation Employees only:

Notwithstanding the provisions of Articles 13.01 and 13.02, it is agreed that the following paid holiday (namely Remembrance Day, Thanksgiving Day, Canada Day and Victoria Day) shall, at the request of the Corporation, be substituted for by another day to be observed as the paid holiday in question. The actual selection of such a substituted day will be effected by agreement between the Corporation and the employee concerned. Article 13.02 will then apply to the agreed to substituted day.

Therefore, for an employee to work the holiday, they must agree to it (as per ESA). If they agree then we would be required to follow 13.03 of the CA. (note: in the future TKL could negotiate different holidays to be included in 13.05 of the CA.)

Consequently, the options and estimated costs to be open on a stat holiday are:

The day could be added to the regular rotation for the employees and we would open for a full 8 hours, or we could choose to open for a reduced number of hours and this would be in addition to the staff's regular work week. The costs (as required by CUPE 26 agreement and Employment Standards Act) for both scenarios are as follows:

Regular day of work – total pay including premium pay - **\$3,233.82**

Premium Pay only - **\$2,533.64**

Scheduled in excess of regular hours – based on facility open from 10 am to 3 pm - **\$2,797.13**

Premium Pay only - **\$2096.95**

Based on the most affordable option, council would need to budget an additional \$2100 for each statutory holiday they would like the Community Complex to remain open.

Note: There are no exceptions for municipal staff in the ESA when it comes to stat holidays, therefore the employee needs to agree in writing to work the stat holiday, and is then paid at the premium

3. Lobby Advertising after June 2020

The current agreement for lobby advertising will expire in June of this year. The contract includes an option to renew for an additional (5) year period if agreed upon by both parties. The current agreement includes supply of a 4' x 8' backlit kiosk unit housing static LED backlit signage which will surround a 42" Commercial Grade LED HD Flat Screen digital Display, and an additional 55' Commercial Grade LED HD Flat Screen Digital Display .

These displays are used extensively by the department for information updates and marketing

of programs.

The current project was an initiative through the Economic Development Department in response to recommendations from the community's strategic plan. \$5,000 was received from KDCDC's Local Initiatives Fund and went toward the cost of a unit at HNN (part of the project).

In exchange for a five year contract to render digital advertising at the Complex, the company paid for all equipment, set up, training, service, and equipment replacement. Corporate staff has access to control the system, allowing us to make changes to content daily. The agreement at Heritage North included a commercial grade unit at a discounted price, full warranty and support and remote access. Council approved the project in 2015.

The current contract indicates a fee of \$1,000 per annum beginning in year four (and beyond) of the contract term.

Questions to consider

Does council want to extend the current contract for an additional five years?

If council does not want to, do they wish to open up digital advertising in the lobby, through an RFP process, to non –profit groups? Marketing firms? Local businesses?

Other Departments Consulted and Affected

Attachments

Terms of Reference with proposed changes

Current Lobby Agreement and By-law

Report to Council – 6/16/2015

CAO Comments

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BIRTHDAY PARTY PACKAGES
Come celebrate your birthday with us!

Book your next birthday party at the Complex!

Age Group	Package	Price	Includes
12-18	Party Package	\$129.99	12-18 Party Package
19-24	Party Package	\$149.99	19-24 Party Package
25-34	Party Package	\$169.99	25-34 Party Package
35-44	Party Package	\$189.99	35-44 Party Package
45-54	Party Package	\$209.99	45-54 Party Package
55-64	Party Package	\$229.99	55-64 Party Package
65+	Party Package	\$249.99	65+ Party Package

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- **City of London**
- **City of Pembroke**
- **City of Toronto**
- **City of Vaughan**
- **City of Mississauga**
- **City of Newmarket**
- **City of Pickering**
- **Municipality of Huron East
(Seaforth)**
- **Municipality of Port Hope**
- **Municipality of South Bruce**
- **Municipality of Strathroy-
Caradoc**
- **Municipality of Thames Centre**
- **Municipality of Trenton**
- **Town of Halton Hills**
- **Town of Ajax**
- **Town of Aurora**
- **Town of Brighton**
- **Township of Cobden**
- **Township of Cramahe**
- **Town of Deep River**
- **Town of Kirkland Lake**
- **Town of Lucknow**
- **Town of Greater Napanee**
- **Town of Perth**
- **Town of Petawawa**
- **Town of Richmond Hill**
- **Town of Saugeen Shores**
- **Town of Shelburne**
- **Township of Trent Hills**
- **Town of Whitchurch-Stouffville**
- **Town of Wingham**
- **Township of Norwich**
- **Township of Oro-Medonte**
- **Township of Scugog**
- **Township of Uxbridge**
- **Wellington County**

The Corporation of the Town of Kirkland Lake

Request for Proposal

Arena Advertising

1/ Service to be performed

To provide advertising in the arena area at the Kirkland Lake Community Complex.

2/ Period of Contract

The services shall be performed during the period of:

- June 2017 – April 2020

3/ Instruction to Bidders

The bidder will supply two (2) copies of a Proposal clearly marked "Arena Advertising" to be received by the Town of Kirkland Lake to be mailed to:

Jo Ann Ducharme, Municipal Clerk
3 Kirkland Street West
Kirkland Lake, ON P2N 3P4

by March 24th at 3:00pm. Submissions received later than the specified closing date will be returned unopened to the proponent.

4/ Site Authority

Stella Williams
Joe Mavrinac Community Complex
55 Allen Avenue
Kirkland Lake, Ontario, Ont P2N 3P4
(705)567-5215

All work must be performed to the satisfaction of the Site Authority.

5/ Acceptance or Rejection of Proposals

The Municipality of the Town of Kirkland Lake reserves the right to accept or reject any or all Proposals submitted. The highest financial return proposed may not necessarily be accepted by the Town of Kirkland Lake. The Town of Kirkland Lake is not under any obligation to award or contract and reserves the right to terminate the RFP at any time for any reason.

6/ Questions and Answers

To ensure fairness to all Proponents, any and all questions that require detailed clarification or that may materially alter this proposal shall be submitted in writing (email form is acceptable) by March 22nd, 2017 at 9:00am. Answers shall be provided to all proponents who have requested an RFP package

Questions and requests for clarification can be directed to:

Stella Williams

Joe Mavrinac Community Complex

55 Allen Avenue

Kirkland Lake, Ontario

P2N 3P4

(705) 567-5215

Stella.williams@tkl.ca

Any revision to this RFP will be issued as an addendum to all proponents.

7/ Amendment or Withdrawal of Submissions

The proponent may amend or withdraw their submission prior to the closing date and time by submitting a clear and detailed written notice to the RFP contact. All submissions become irrevocable after the closing date and time.

8/ Termination

The Town of Kirkland Lake reserves the right to terminate the contract, in whole or in part, whenever the Municipality determines that such termination is in the best interest of the Municipality without showing cause, upon giving thirty day written notice to the Proponent.

9/ Freedom of Information

All correspondence, documentation and information provided to staff of the Town by any proponent in connection with, or arising out of this request procurement will become the property of the Municipality and as such is subject to the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, and may be released, pursuant to the Act.

10/ Labour Disputes

The concessionaire shall bear the risk and responsibility of any loss, damage or expense to the work, or to himself or herself of any nature and kind whatsoever arising from strikes or labour disputes other than such loss, damage or expense caused by the failure of the Municipality to meet its obligations under the Contract.

11/ Guarantee

Bidder hereby covenants and agrees:

1. To perform the Contract in accordance with the RFP and RFP submission as awarded;
2. To furnish adequate protection from damage for all work and to repair damage of any kind to their own work or the work of the others for which their volunteers are responsible;
3. To pay for all permits, licenses and fees (if applicable), and to give all notices and comply with all by-laws and regulations of the Municipality.

12/ Objective

The objective of this contract is to select a non profit organizations who will:

- a) Enter into an agreement with the Municipality
- b) At the proponent's cost, provide marketing materials for the Community Complex Arena

13/ Compensation to the Corporation

During the Term, the Contractor will pay to the Corporation the Annual Revenue Share, on the following terms:

The Contractor agrees to pay to the Corporation a fee for each year, whichever is the greater

1. Guaranteed Minimum Annual Revenue (NOTE – minimum amount MUST be \$4000)
2. Percentage of Gross Revenue from all advertising services

If the Percentage of Gross Revenues exceeds the Guaranteed Minimum Annual Revenue for any Fiscal Year, then the Contractor will pay to the City the difference between the Guaranteed Minimum Annual and the percentage of gross revenue, for each year.

All pricing shall be in Canadian Funds, all applicable taxes included with the exception of HST which will be considered as extra to the bid amount.

14/ Payment Schedule

The successful proponent will submit to the Municipality two equal payments dated December 1st and March 1st for each ice season. Cheques are to be dated and made payable to the Corporation of the Town of Kirkland Lake.

15/ General Conditions

- Rink board signs are to be installed between May 1st and July 15th annually. If a new sign is produced during ice season it will be installed when possible.
- The Town of Kirkland Lake will install rink board signs and additional signage at no additional cost
- Olympia advertising is to be installed by the sign manufacturer
- Every attempt will be made to keep advertising visible at all times, however, advertising may be covered due to special events.
- Rink board ads are to be produced on polystyrene (or similar material) and is to be covered with sheets of 3mm clear polycarbonate
- Any damage to any signage is the responsibility of the organization. The municipality will remove damaged signs immediately if they constitute a hazard.
- No tobacco or alcohol advertising will be permitted
- No religious or political messages will be permitted
- Advertisements must be in good taste and acceptable to general community standards. The final copy and design (camera ready art) must be approved by the Town of Kirkland Lake prior to production.

16/ Proposal Content

The Proponent is to submit a proposal, which addresses the following:

- a) What specific advertising is proposed.
- b) Guaranteed minimum annual revenue to the Corporation
- c) Percentage of gross revenues with a minimum
- d) Value added components
- e) Any other information which may be useful and relevant for the Municipality of Kirkland Lake to better understand and evaluate the Proponent.

17/ Proposal Evaluation Criteria

The following are mandatory requirements. Proposals not clearly demonstrating their compliance will receive no further consideration during the evaluation process:

- a. The proposal must be received at the closing location by the specific closing date and time;
- b. The proposal must be signed by a person authorized to sign on behalf of the proponent;
- c. Proponents not meeting these minimum requirements will result in disqualification of their proposal with no further consideration.

Proposals will be assessed on the basis of information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members from the Town of Kirkland Lake.

In recognition of the importance of the procedure by which a Proponent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in order).

In order to fully explore all available options, creative and imaginative proposals are encouraged. Proposals will not be evaluated solely on costs.

Selection of the successful proponent will be determined by the Corporation in its sole discretion to be the proposal which is most beneficial to the interests of the Corporation. All proposals will be evaluated for completeness and suitability.

While revenue to the Municipality is clearly a very important factor, the Municipality will select a proponent using the following scoring system:

Criteria	Maximum Score
Overall benefit to the municipality	25
Economic benefit to the municipality	35
Quality of the proposal	15
Innovative considerations	15
Current User Group	10
TOTAL	100

Selection of a proposal(s) will be based on all the above criteria (but not solely limited to the above) and any other relevant information provided by the Proponent(s).

18/ Selection Process

The Municipality of Kirkland Lake reserves the right to accept or reject any or all proposals, to enter into negotiations with one or more submitting firms and to waive irregularities and omissions if in so doing, the best interests of the Municipality of Kirkland Lake will be served.

Proponents, whose proposals have been selected for further evaluation, may be invited to attend an interview with the Evaluation Committee where their proposal will be discussed.

Proponents may be requested to clarify information provided in their submission.

Proponents are encouraged to provide any additional information, which may be relevant in the evaluation of their proposal.

The Corporation of the Municipality of Kirkland Lake reserves the right to negotiate changes in the technical content of the most satisfactory proposal and, if necessary, interview key personnel.

19/ Records and Reporting

The proponent shall provide the Corporation with full disclosure of all financial information pertaining to the calculation of Fees payable to the Corporation during the Term. The Proponent shall keep proper books of account in respect of Fees payable pursuant to this Agreement, and shall supply the Corporation with each semi-annual remittance a statement detailing the calculation and reconciliation of Gross Advertising Revenues received for the previous six months.

The Proponent shall provide financial information regarding Fees payable and Gross Advertising Revenues in such form and containing such information as may be requested in writing from time to time by the Corporation.

The Corporation, Municipal Personnel, and the Municipality's solicitors and auditors may at any time inspect the books of account, records, reports and other papers of the Proponent pursuant to the

Proponent's obligations contained in this Agreement on a date convenient to both parties during the working hours of a business day or days, provided however that the Corporation shall have the right to inspect such books of account whether agreement as to a convenient date can be obtained or not within the maximum period of five (5) days from the date of providing notice of such request to the Proponent. Additionally, from time to time the Corporation may cause an independent audit to be conducted by a qualified accounting firm chosen by Corporation to review all of the Company's books of account and verify that the payments made to the Corporation are in accordance with the terms of this Agreement, such audit to be at the Corporation's sole expense.

20/ Protection of Property

The Proponent will be responsible for any damage to advertising signs, boards, etc. which may occur. Any damage done to the Town or surrounding property must be made good to the satisfaction of the Town of Kirkland Lake.

21/ Influence

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any Town of Kirkland Lake purchasing process.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any Town of Kirkland Lake purchasing or disposal process will be disqualified.

22/ Funding

The award of any contract shall be conditional upon the approval of Kirkland Lake Town Council.

The Municipality of Kirkland Lake reserves the right in its sole discretion to accept or reject all or part of any bid which is non-compliant with the requirements of this invitation, as well as to choose any one or combination of bids which best suits the needs of the Town of Kirkland Lake.

The Town, within its sole discretion, will not accept a bid response from:

1. Any entity which has initiated a legal proceeding against the Town, or against which the Town has initiated a legal proceeding with respect to any previous contract, bid submission or business transaction, with the Town;
2. Any entity which is considering or proposing to initiate litigation against the Town, or against which the Town is considering or proposing to initiate litigation with respect to any previous contract, bid submission or business transaction, with the Town;
3. Any entity which has either breached, or has failed to perform satisfactorily in, a previous Town contract in the last five (5) years, and which has been notified by the Town of:
 - i. It's failure to have performed satisfactorily; and

- ii. The fact that the Town will not accept a bid response. The Town will notify such entity of its breach or failure to perform as soon as is reasonably practicable in the circumstances.

- iii. Any person or business, including the shareholders of a business, who has been in arrears on property taxes and/or any other outstanding accounts owed to the Town of Kirkland Lake or in tax registration, in the Town of Kirkland Lake within the past ten years, shall be permitted to enter into an agreement with the Town of Kirkland Lake. All municipal accounts must be in good standing to enter into an agreement with the Town of Kirkland Lake.

THE TOWN OF KIRKLAND LAKE

REQUEST FOR PROPOSAL (RFP)

BID DOCUMENT

ARENA ADVERTISING

Municipal Clerk

3 Kirkland Street West

Kirkland Lake, ON P2N 3P4

Sealed proposals shall include the following seasonal leases. Each season begins on June 1st and runs until May 31st the following year (the third year will end on April 30th)

Proposed fee based on a three (3) year term

June 1, 2017 to May 31, 2018 Guaranteed Minimum Annual Revenue is \$ _____

Percentage of Gross Revenue is _____%

June 1, 2018 to May 31, 2019 Guaranteed Minimum Annual Revenue is \$ _____

Percentage of Gross Revenue is _____%

June 1, 2019 to April 30, 2020 Guaranteed Minimum Annual Revenue is \$ _____

Percentage of Gross Revenue is _____%

We the undersigned, declare that:

- a) We have arrived at this proposal without collusion with any competitor
- b) This proposal is open to acceptance by the Corporation for a period of 60 days from the date of Proposal closing
- c) All Proposal forms and forms called for by the instructions to proponents form an integral part of this Proposal, and
- d) No member of the Owner's Council and no other officer or employee of the Owner is, will be, or has become interested, directly or indirectly, as a contracting party, partner, surely or otherwise in, or in the performance of the Contract, or in the supply, work, or business to

which it relates, or in any portion of the profits thereof, or any of the money to be derived there from.

Signatures:

Signed and Submitted by:

Signature of authorized signing officer(1)

Name and Title of Authorized Signing Officer

Signature of authorized signing officer(2)

Name and Title of Authorized Signing Officer

Dated this _____ day of _____, 2017

Corporation of the Town of Kirkland Lake
Meeting of Council
Council Chambers, Town Hall
January 29, 2019
4:40 p.m.

Petitions and Delegations

Melanie Dube, Kirkland Lake Stingray's request for advertising space

Motions Arising from Reports of Municipal Officers and Communications

That Council approves the request from the Kirkland Lake Aquatic Club to rent the Aquatic Center sponsorship board at a cost of 10% up to \$800 per year.

CARRIED.



REPORT TO COUNCIL	
Meeting Date: 3/17/2020	Report Number: 2020-FIN-001
Decision Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input type="checkbox"/> High <input checked="" type="checkbox"/> Low
	Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Keith Gorman	Department: Treasury

Report Title

2019 Summary of Remuneration and Expenses of Elected Officials

Recommendations

BE IT RESOLVED THAT Report Number 2020-FIN-001 entitled “**2019 Summary of Remuneration and Expenses of Elected Officials**”, be received.

Background

The *Municipal Act, 2001*, Sec. 284 requires that the Treasurer shall in each year on or before March 31 provide to the Council an itemized statement on remuneration and expenses paid in the previous year to:

- a) each member of Council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;
- b) each member of Council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- c) each person, other than a member of Council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

Members of Council receive an annual salary that is set out in By-law Number 18-149, attached to this report as Attachment 1. By-law Number 18-149 contains annual provisions that are aligned with the same percentage increase negotiated by CUPE 26 and also provided to non-union employees. On December 10, 2019, Council directed staff to maintain wages for elected officials at 2018 rates. This report is presented to Council for information in accordance with the *Municipal Act* and also to advise that the provisions of By-law Number 18-149 will be enacted by staff in 2020, unless staff is otherwise directed by Council. The 2019 Summary of Remuneration and Expenses of Elected Officials is attached to this report as Attachment 2 in accordance with the *Municipal Act*.

Budget Implications

All remuneration and expenses incurred in 2019 were in compliance with approved Council remuneration and included within the 2019 Approved Budget.

Options / Discussions

Council may choose to waive the provisions of By-law Number 18-149 for Council Remuneration increases in 2020 and direct staff to maintain Council remuneration levels consistent with 2018 and 2019 levels.

Other Departments Consulted and Affected

Management Committee
Richard McGee, CAO

Attachments

Attachment 1 – By-law Number 18-149
Attachment 2 - 2019 Summary of Remuneration and Expenses of Elected Officials



KIRKLAND LAKE

THE RIGHT ENVIRONMENT

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BYLAW NO. 18-149

**Being a bylaw to establish
Remuneration and Allowances
to be paid to the
Mayor and Members of Council**

WHEREAS the Council of the Corporation of the Town of Kirkland Lake is authorized under Section 283, Chapter 25 of the *Municipal Act, RSO 2001*, for paying Council Members remuneration and allowances:

THEREFORE the Council of the Corporation of the Town of Kirkland Lake enacts as follows:

1. THAT the Mayor of the Town of Kirkland Lake be paid remuneration on a 2-step grid as follows:
 - a. 1st term Mayor be paid a remuneration of \$37,480.30 payable \$1,441.55 bi-weekly during the term of office from December 1, 2018.
 - b. Consecutive terms of office, the Mayor be paid a remuneration of \$42,027.70 payable \$1,616.45 bi-weekly during the term of office from December 1, 2018.
2. THAT members of Council of the Town of Kirkland Lake be paid remuneration of \$13,556.40 payable \$521.40 bi-weekly during the term of office from December 1, 2018.
3. THAT, should members of Council absent themselves from regular meetings of Council, the said allowance may be reduced by the sum of \$50.00 for each such absence, if Council directs staff to do so by resolution.
4. THAT the remuneration identified above shall be adjusted annually by the same percentage wage increase negotiated by CUPE 26 and also provided to non-union staff.
5. THAT medical benefits for Council and non-union staff shall be adjusted as per the negotiated contract by CUPE 26.
6. THAT any member of Council may be reimbursed \$75 per day, for up to 6 days per annum, if they are missing employment due to attending a Council function. The Council member must obtain prior approval from Council to obtain reimbursement.
7. THAT Bylaw 15-040 be repealed.

READ a first, second and third time, enacted and passed this 18th day of December 2018.

Pat Kiely, Mayor

Jo Ann Ducharme, Clerk

December 18, 2018
Regular Meeting of Council

Moved By: _____

Seconded By: _____

That a Council consider the remuneration bylaw with the following amendments:

- ① Freeze wages of members of council to the 2018 level.
- ② Remove Health Benefits for Council members ^{from} aged 35-65 who serve 3 terms.

Approved: _____

MAYOR RAT KIELY

The Corporation of the Town of Kirkland Lake

Postal Box 1757, 3 Kirkland Street, Kirkland Lake, Ontario, Canada P2N 3P4 T (705) 567-9361 F (705) 567-3535 E clerk@tkl.ca

www.kirklandlake.ca

2019 Summary of Remuneration & Expenses of Elected Officials

MAYOR AND COUNCIL

Name	Remuneration	Benefits & Allowances	Travel & Conferences	Misc. Expenses	Total
Mayor P. Kiely	\$ 37,481.60	\$ 4,820.28	\$ 1,563.17	\$ 776.82	\$ 44,641.87
Councillor P. Adams	13,556.40	931.42	-	776.83	15,264.65
Councillor E. Ivanov	13,556.40	4,646.61	-	776.83	18,979.84
Councillor R. Owen	13,556.40	945.40	-	776.83	15,278.63
Councillor C. Owens	13,556.40	945.40	92.92	776.83	15,371.55
Councillor D. Perrier	13,556.40	2,399.17	201.35	776.83	16,933.75
Councillor S. Wight	13,556.40	4,660.59	-	776.83	18,993.82
TOTALS	\$ 118,820.00	\$ 19,348.87	\$ 1,857.44	\$ 5,437.80	\$ 145,464.11

POLICE COMMISSION

Name	Remuneration	Travel & Conferences	Total
Pat Kiely--Police Services	\$ 750.00		\$ 750.00
Ted Assad--Police Services	500.00		500.00
Emile Boulley--Police Services	500.00		500.00
Meghan Howe--Police Services	500.00		500.00
Rick Owen--Police Services	500.00		500.00
TOTALS	\$ 2,750.00	\$ -	\$ 2,750.00

SERVICE BOARDS

Name	Remuneration	Expenses	Total
Patrick Adams --DTSSAB	\$ 3,000.00	\$ 485.04	\$ 3,485.04
Pat Kiely -- DTSSAB	3,000.00	131.60	3,131.60
Pat Kiely -- Health Unit	640.00	731.00	1,371.00
Casey Owens -- Health Unit	800.00	891.00	1,691.00
TOTALS	\$ 7,440.00	\$ 2,238.64	\$ 9,678.64



REPORT TO COUNCIL	
Meeting Date: 3/17/2020	Report Number 2020-FIN-002
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input type="checkbox"/> High <input checked="" type="checkbox"/> Low
	Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Ryan Dageleman	Department: Treasury

Report Title

Vesting Properties: Tax Sale of Wednesday, November 6, 2019

Recommendations

BE IT RESOLVED THAT Report Number 2020-FIN-0002 entitled “Vesting Properties: Tax Sale of Wednesday, November 6, 2019, be received,

THAT Council for the Corporation of the Town of Kirkland Lake vest the following unsold tax sale properties with the municipality:

- 3 McKelvie Avenue,
- 0 Swastika Avenue,
- 0 Folger Street,
- 61 Brant Street,
- 1 Government Road East, and
- 2 Premier Avenue East,

THAT Council hereby directs staff to write-off the taxes for these properties and take ownership of these properties, and

THAT these properties be declared surplus to the needs of the municipality and advertised for sale.

Background

The Town of Kirkland Lake advertised properties for Tax Sale in accordance with prescribed Provincial legislative requirements on November 6, 2019. The Town of Kirkland Lake received no successful bids on the following properties:

- 3 McKelvie Avenue,
- 0 Swastika Avenue,

0 Folger Street,
61 Brant Street,
1 Government Road East, and
2 Premier Avenue East.

This report is presented to Council recommending that Council vest the properties with the Town of Kirkland Lake, which will allow the Town to take ownership of these properties and then declare the properties surplus to the needs of the Town and market the properties for sale. Staff anticipate that the Town will recover funds from the sale of these properties.

Budget Implications

Once the properties have been vested, any outstanding tax receivables will be written off and the portion relating to school taxes will be charged back to the Board of Education.

Should any of the surplus properties sell, the municipality will recover a portion of the revenue lost and it would put the property back into a taxable class, allowing for the collection of future taxes.

Should any of the surplus properties not sell and structures deteriorate, the municipality may incur costs associated with demolition.

This report is provided to Council to serve as an update regarding the outcome of recent tax sales and to make recommendations to Council relating to the vesting of these properties. This report also recommends that Council declare these properties as surplus to the needs of the municipality and advertise these properties for sale.

Options / Discussions

Recommended: To vest and subsequently declare surplus and advertise for sale

Council may alternatively consider one of the options listed below:

- To vest and retain properties for Town purposes,
- To *not vest properties, re-advertise within 2 years under Section 380(1) of the Municipal Act, or*
- To cancel tax arrears certificate and leave properties as is.

These alternative recommendations are not recommended.

Other Departments Consulted and Affected

Building Department staff

Attachments

Attachment 1 - Minutes from Tax Sale Tender Opening – November 6, 2019

Minutes

Corporation of the Town of Kirkland Lake
 Public Tender Opening
 Tax Sales
 Council Chambers, Town Hall
 November 6, 2019
 3:00 p.m.

Attendance

Jo Ann Ducharme, Clerk
 Ashley McLeod, Deputy Tax Collector

The purpose of this meeting was to open tenders for Tax Sale properties.

The tenders received were as follows:

	BIDDER	PRICE
Tax File 18-01 (Roll #5468-000-003-01709-0000) 10 Beaver Dr TECK PT MC L2644PT RP 54R2966 PART 1 PCL 12578CST IRREG 0.57AC 104.91FR D Assessment: \$494,000 Residential 2019 Municipal & Education Taxes: \$9,828.44 Minimum Tender Amount: \$64,601.10	Robert Newton Serge and Samuel Genier	\$64,601.01 – read at opening \$74,150.00 – after examination \$69,877
Tax File 18-02 (Roll #5468-0000-003-01701-0000) 0 Beaver Dr TECK MC L2644PT BG RP TER47 PART 8 PCL 11160CST REG 4.17AC FR D Assessment: \$18,600 Residential 2019 Municipal & Education Taxes: \$403.56 Minimum Tender Amount: \$4,964.96	Barry Rae Stephanie Weeks 10009118 Manitoba Inc.	\$6,200 \$5,401 \$5,077.01
Tax File 18-03 (Roll #5468-000-016-19706-0000) No Civic Address TECK MCL6865 PCL 615CST REG 25.00AC FR D Assessment: \$13,900 Residential 2019 Municipal & Education Taxes: \$261.44 Minimum Tender Amount: \$2,929.60	1717740 Ontario Inc. 10009118 Manitoba Inc.	\$3,121.00 \$3,677.01
Tax File 18-04 (Roll #5468-000-013-06000-0000) 3 McKelvie Ave PLAN M105T N PT LOT 141 RP TER365 PART 1 PCL 9711CST IRREG 1200.17SF 15.50FR D Assessment: \$72,000 Residential 2019 Municipal & Education Taxes: \$1,507.90 Minimum Tender Amount: \$11,036.42	NO BIDS	N/A
Tax File 18-05 (Roll #5468-000-001-43600-0000) 0 Swastika Avenue PLAN M158NB LOTS 143 AND 144 PCL 8793CST REG 7840.80SF 79.20FR 99.00D Assessment: \$9,700 Residential 2019 Municipal & Education Taxes: \$204.81 Minimum Tender Amount: \$6,121.11	NO BIDS	N/A

<p>Tax File 18-06 (Roll #5468-000-009-11000-0000) 0 Folger St PLAN M112T LOT 74 LOT 75 PCL 8397CST REG 8000.00SF 80.00FR 100.00D Assessment: \$12,300 Residential 2019 Municipal & Education Taxes: \$251.67 Minimum Tender Amount: \$3,116.80</p>	<p>NO BIDS</p>	<p>N/A</p>
<p>Tax File 18-07 (Roll #5468-000-017-23000-0000) 61 Brant St PLAN M135T LOT 122 PCL 6821CST REG 4001.60SF 40.00FR 100.04D Assessment: \$9,400 Residential 2019 Municipal & Education Taxes: \$194.18 Minimum Tender Amount: \$3,109.77</p>	<p>NO BIDS</p>	<p>N/A</p>
<p>Tax File 18-08 (Roll #5468-000-010-12600-0000) 1 Government Rd E PLAN M32T LOT 38 PT LOTS 39, 40 PCL 6756CST IRREG AC 55.65FR D Assessment: \$29,000 Commercial Vacant 2019 Municipal & Education Taxes: \$1,109.24 Minimum Tender Amount: \$98,266.61</p>	<p>NO BIDS</p>	<p>N/A</p>
<p>Tax File 18-09 (Roll #5468-000-015-15700-0000) 2 Premier Ave E PLAN M111T E PT LOTS 34,35 PCLS 8398,6020CST IRREG 2700.37SF 40.00FR D Assessment: \$62,000 Residential 2019 Municipal & Education Taxes: \$1,209.57 Minimum Tender Amount: \$11,870.96</p>	<p>NO BIDS</p>	<p>N/A</p>
<p>Tax File 18-10 (Roll #5468-000-016-26000-0000) 695 Government Rd W TECK MCL5433 MCL1850 AND RP 54R2382 PART 2 PCL 11809 SEC CST PCL11440 SEC CST IRREG 46.32AC FR D Assessment: \$127,000 Commercial 2019 Municipal & Education Taxes: \$5,988.49 Minimum Tender Amount: \$11,421.58</p>	<p>NO BIDS</p>	<p>N/A</p>

The meeting adjourned at 312 p.m.

Jo Ann Ducharme, Clerk

Ashley McLeod, Deputy Tax Collector



REPORT TO COUNCIL	
Meeting Date: 3/17/2020	Report Number 2020-FIN-003
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input type="checkbox"/> High <input checked="" type="checkbox"/> Low
	Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Ryan Dageleman	Department: Treasury

Report Title

Write Off Uncollectible Taxes: Tax Sale of Wednesday, November 6, 2019

Recommendations

BE IT RESOLVED THAT Report Number 2020-FIN-0003 entitled “Write-off Uncollectible Taxes: Tax Sale of Wednesday, November 6, 2019”, be received,

THAT Council for the Corporation of the Town of Kirkland Lake write off outstanding tax liabilities the following unsold tax sale properties with the municipality:

Roll Number 5468 000 016 26000 0000 / 695 Government Road West, and

THAT Council hereby directs staff to write-off the taxes for these properties and future years until such time that the property sells.

Background

The Town of Kirkland Lake advertised properties for Tax Sale in accordance with prescribed Provincial legislative requirements on November 6, 2019. The Town of Kirkland Lake received no successful bids on the following properties:

695 Government Road West

This report is presented to Council recommending that Council write off taxes for 2019 and future years until such time that the property sells as there are potential environmental issues associated with the property and therefore it would not be in the best interests of the municipality to vest this property.

Budget Implications

Total outstanding tax receivables of \$11,421.58 will be written off and the portion

relating to school taxes will be charged back to the Board of Education in the amount of \$2,281.77.

This report is provided to Council to serve as an update regarding the outcome of recent tax sales and to make recommendations to Council relating to the write-off of outstanding taxes owing on this property.

Options / Discussions

Recommended: To write off outstanding amounts for 2019 and future years.

Council may alternatively consider one of the options listed below:

- To vest and retain properties for Town purposes,
- To cancel the tax arrears certificate and leave the property as is.

These alternatives are not recommended as potential environmental issues exist with this property.

Other Departments Consulted and Affected

Building Department staff

Attachments

Attachment 1 - Minutes from Tax Sale Tender Opening – November 6, 2019

Minutes

Corporation of the Town of Kirkland Lake
 Public Tender Opening
 Tax Sales
 Council Chambers, Town Hall
 November 6, 2019
 3:00 p.m.

Attendance

Jo Ann Ducharme, Clerk
 Ashley McLeod, Deputy Tax Collector

The purpose of this meeting was to open tenders for Tax Sale properties.

The tenders received were as follows:

	BIDDER	PRICE
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Tax File 18-02 (Roll #5468-0000-003-01701-0000) 0 Beaver Dr TECK MC L2644PT BG RP TER47 PART 8 PCL 11160CST REG 4.17AC FR D Assessment: \$18,600 Residential 2019 Municipal & Education Taxes: \$403.56 Minimum Tender Amount: \$4,964.96	Barry Rae Stephanie Weeks 10009118 Manitoba Inc.	\$6,200 \$5,401 \$5,077.01
Tax File 18-03 (Roll #5468-000-016-19706-0000) No Civic Address TECK MCL6865 PCL 615CST REG 25.00AC FR D Assessment: \$13,900 Residential 2019 Municipal & Education Taxes: \$261.44 Minimum Tender Amount: \$2,929.60	1717740 Ontario Inc. 10009118 Manitoba Inc.	\$3,121.00 \$3,677.01
Tax File 18-04 (Roll #5468-000-013-06000-0000) 3 McKelvie Ave PLAN M105T N PT LOT 141 RP TER365 PART 1 PCL 9711CST IRREG 1200.17SF 15.50FR D Assessment: \$72,000 Residential 2019 Municipal & Education Taxes: \$1,507.90 Minimum Tender Amount: \$11,036.42	NO BIDS	N/A
Tax File 18-05 (Roll #5468-000-001-43600-0000) 0 Swastika Avenue PLAN M158NB LOTS 143 AND 144 PCL 8793CST REG 7840.80SF 79.20FR 99.00D Assessment: \$9,700 Residential 2019 Municipal & Education Taxes: \$204.81 Minimum Tender Amount: \$6,121.11	NO BIDS	N/A

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<p>Tax File 18-09 (Roll #5468-000-015-15700-0000) 2 Premier Ave E PLAN M111T E PT LOTS 34,35 PCLS 8398,6020CST IRREG 2700.37SF 40.00FR D Assessment: \$62,000 Residential 2019 Municipal & Education Taxes: \$1,209.57 Minimum Tender Amount: \$11,870.96</p>	<p>NO BIDS</p>	<p>N/A</p>
<p>Tax File 18-10 (Roll #5468-000-016-26000-0000) 695 Government Rd W TECK MCL5433 MCL1850 AND RP 54R2382 PART 2 PCL 11809 SEC CST PCL11440 SEC CST IRREG 46.32AC FR D Assessment: \$127,000 Commercial 2019 Municipal & Education Taxes: \$5,988.49 Minimum Tender Amount: \$11,421.58</p>	<p>NO BIDS</p>	<p>N/A</p>

The meeting adjourned at 312 p.m.

Jo Ann Ducharme, Clerk

Ashley McLeod, Deputy Tax Collector

<p>Tax File 18-06 (Roll #5468-000-009-11000-0000) 0 Folger St PLAN M112T LOT 74 LOT 75 PCL 8397CST REG 8000.00SF 80.00FR 100.00D Assessment: \$12,300 Residential 2019 Municipal & Education Taxes: \$251.67 Minimum Tender Amount: \$3,116.80</p>	<p>NO BIDS</p>	<p>N/A</p>
<p>Tax File 18-07 (Roll #5468-000-017-23000-0000) 61 Brant St PLAN M135T LOT 122 PCL 6821CST REG 4001.60SF 40.00FR 100.04D Assessment: \$9,400 Residential 2019 Municipal & Education Taxes: \$194.18 Minimum Tender Amount: \$3,109.77</p>	<p>NO BIDS</p>	<p>N/A</p>
<p>Tax File 18-08 (Roll #5468-000-010-12600-0000) 1 Government Rd E PLAN M32T LOT 38 PT LOTS 39, 40 PCL 6756CST IRREG AC 55.65FR D Assessment: \$29,000 Commercial Vacant 2019 Municipal & Education Taxes: \$1,109.24 Minimum Tender Amount: \$98,266.61</p>	<p>NO BIDS</p>	<p>N/A</p>
<p>Tax File 18-09 (Roll #5468-000-015-15700-0000) 2 Premier Ave E PLAN M111T E PT LOTS 34,35 PCLS 8398,6020CST IRREG 2700.37SF 40.00FR D Assessment: \$62,000 Residential 2019 Municipal & Education Taxes: \$1,209.57 Minimum Tender Amount: \$11,870.96</p>	<p>NO BIDS</p>	<p>N/A</p>
<p>Tax File 18-10 (Roll #5468-000-016-26000-0000) 695 Government Rd W TECK MCL5433 MCL1850 AND RP 54R2382 PART 2 PCL 11809 SEC CST PCL11440 SEC CST IRREG 46.32AC FR D Assessment: \$127,000 Commercial 2019 Municipal & Education Taxes: \$5,988.49 Minimum Tender Amount: \$11,421.58</p>	<p>NO BIDS</p>	<p>N/A</p>

The meeting adjourned at 312 p.m.

Jo Ann Ducharme, Clerk

Ashley McLeod, Deputy Tax Collector



REPORT TO COUNCIL

Meeting Date: 3/17/2020	Report Number 2020-FIN-004
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input checked="" type="checkbox"/> High <input type="checkbox"/> Low Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Keith Gorman	Department: Treasury

Report Title

Municipal Modernization Program Funding Approval

Recommendations

BE IT RESOLVED THAT Report Number 2020-FIN-004 entitled “Municipal Modernization Program Funding Approval” be received,

THAT Council directs staff to present a By-law to Council to authorize the Town of Kirkland Lake to enter into the Transfer Payment Agreement with the Ministry of Municipal Affairs and Housing for a total of \$117,024.00 to complete the Service Delivery Review Project, and

THAT staff be directed to prepare and release a Request for Proposals for the provision of services to complete a Service Delivery Review in accordance with the conditions stipulated within the Transfer Payment Agreement from the Province of Ontario.

Background

On November 19, 2019, Council directed staff to apply for the Municipal Modernization Program to fund a Service Delivery Review. The Review is intended to:

- Provide an objective assessment of the current services being offered;
- Explore new opportunities for alternatives; and
- Make recommendations for improvements.

The key focus of the project will be to determine if the municipality has opportunities to:

- Improve services and outcomes;
- Meet new or increased demand for customer services;
- Improve service delivery mechanisms and processes;

-
- Maintain existing service levels in the face of competing priorities and/or decreasing revenues; and
 - Reduce costs and/or increase revenues.

Staff were notified on March 2, 2020 by the Ministry of Municipal Affairs and Housing that Town of Kirkland Lake was successful in its application to the Program. The Town has a deadline of September 18, 2020 to submit the final report to the Province.

Budget Implications

There are no budget impacts associated with the proposed recommendations. Staff will include the \$117,024.00 as revenue in the 2020 Operating Budget along with a corresponding expenditure for the same amount. The \$117,024 is fully funded by the province.

Options / Discussions

Prior to procuring the project, Council is required to authorize the Mayor and Clerk to sign the Transfer Payment Agreement. If approved, staff have established a Municipal Modernization Committee comprising of the Treasurer, Clerk and Manager of Planning and Land Development, that will manage the successful consultant. This Committee will also be responsible for providing recommendations to Council on how to most effectively utilize the efficiency funding from the Province.

Options for Council to consider are as follows:

- (a) Authorize Mayor and Clerk to sign the Transfer Payment Agreement and direct staff to proceed with procurement, for a consultant to complete the Service Delivery Review.
- (b) Do not authorize Mayor and Clerk to sign the Transfer Payment Agreement and do not proceed with a Service Delivery Review.

Other Departments Consulted and Affected

Treasury

Attachments

Attachment 1: Letter from the Minister of Municipal Affairs and Housing

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des Affaires
municipales et du
Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél.: 416 585-7000



MIN-234-2020-510

March 2, 2020

Your Worship
Mayor Pat Kiely
Town of Kirkland Lake
pat.kiely@tkl.ca

Dear Mayor Kiely,

Thank you for your municipality's submission to the Municipal Modernization Program and for your commitment to find smarter, more efficient ways to operate. I am pleased to advise that the Government of Ontario has approved funding of up to \$117,024.00 towards your project *Service Delivery Review Project* for the cost of an independent third-party reviewer to deliver a final report by September 18, 2020 (extended from June 30, 2020).

The Municipal Modernization Program is an important part of our government's plan to help municipalities lower costs and improve services for local residents and businesses over the long term. The review project being undertaken by your municipality is an important step toward achieving Ontario's goal of helping municipalities deliver efficient, effective, modern services that meet the evolving needs of our communities.

A transfer payment agreement is required to provide funding for the project. Ministry staff will be in touch with your staff shortly to finalize the transfer payment agreement and work through details of funding implementation. Should you have any questions, please feel free to contact your Municipal Services Office, or the ministry at municipal.programs@ontario.ca.

Congratulations on this funding approval. I extend my best wishes as we work together to modernize service delivery and focus spending on vital programs and services.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

c. Richard McGee, CAO, Clerk, Deputy Treasurer, Town of Kirkland Lake
Ashley Bilodeau, Manager of Planning and Land Development, Town of Kirkland Lake
John Vanthof, MPP, Timiskaming—Cochrane



REPORT TO COUNCIL

Meeting Date: 3/17/2020	Report Number: 2020-PW-001
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input checked="" type="checkbox"/> High <input type="checkbox"/> Low
	Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Michel Riberdy	Department: Public Works

Report Title

Kirkland Lake Drinking Water System – 2019 Annual / Summary Report

Recommendations

BE IT RESOLVED THAT Report Number 2020-PW-001 entitled “**Kirkland Lake Drinking Water System – 2019 Annual / Summary Report**”, be received,

THAT Council for the Corporation of the Town of Kirkland Lake hereby accepts the Kirkland Lake Drinking Water System – 2019 Annual / Summary Report as presented, and

THAT staff be directed to upload the Kirkland Lake Drinking Water System – 2019 Annual / Summary Report to the Town’s website.

Budget Implications

N/A

Background

The requisite reports have been prepared in accordance with Ontario Regulation 170/03 by the Ontario Clean Water Agency (OCWA) on behalf of the Town of Kirkland Lake. The reports are based on information maintained by the OCWA.

Ontario municipalities have been required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act (SDWA)* since June 2003. The *Safe Drinking Water Act* was enacted following recommendations made by Commissioner O’Conner after the Walkerton Inquiry. The Act’s purpose is to protect human health through the control and regulation of drinking water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

Section 11 of Regulation 170/03 requires the owner of a drinking water system to produce an Annual Report. This report must include the following:

1. Description of the system and chemical(s) used,
2. Summary of any adverse water quality reports and corrective actions taken,
3. Summary of all required testing, and
4. Description of any major expenses incurred to install, repair or replace equipment.

This annual report must be completed by February 28th of each year.

Schedule 22 of the Regulation also requires a Summary Report which must be presented and accepted by Council by March 31st of each year for the preceding calendar year.

The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any regulatory requirements the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The *Safe Drinking Water Act* (2002) and the Drinking Water Regulations may be viewed at: <http://www.e-laws.gov.on.ca>.

Conclusion

The reports indicate that the Kirkland Lake Drinking Water System 2019 operations were compliant with the regulatory requirements of the *Safe Drinking Water Act* and the Acts Regulations. The Kirkland Lake Drinking Water System met the terms and conditions outlined in the site specific drinking water works permit and municipal drinking water licence experiencing no incidents of non-compliance during the reporting period.

The system was operated within the water taking limits of the permit and in accordance with the rated capacity of the licence while meeting the community's demand for water use.

Options / Discussions

Not applicable.

Other Departments Consulted and Affected

Ontario Clean Water Agency

Attachments

Kirkland Lake Drinking Water System – 2019 Annual / Summary Report



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Kirkland Lake Drinking Water System

2019 ANNUAL/SUMMARY REPORT

Prepared by the Ontario Clean Water Agency
on behalf of the Town of Kirkland Lake

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INTRODUCTION

Municipalities throughout Ontario have been required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act* (SDWA) since June 2003. The Act was enacted following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

Section 11 of Regulation 170/03 requires the owner to produce an Annual Report. This report must include the following:

1. Description of system & chemical(s) used
2. Summary of any adverse water quality reports and corrective actions
3. Summary of all required testing
4. Description of any major expenses incurred to install, repair or replace equipment

This annual report must be completed by February 28th of each year.

Schedule 22 of the regulation also requires a Summary Report which must be presented & accepted by Council by March 31st of each year for the preceding calendar year.

The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any regulatory requirements the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The *Safe Drinking Water Act* (2002) and the drinking water regulations can be viewed at the following website: <http://www.e-laws.gov.on.ca>.

To enable the Owner to assess the rated capacity of their system to meet existing and future planned water uses, the following information is also required in the report.

1. A summary of the quantities and flow rates of water supplied during the reporting period, including the monthly average and the maximum daily flows,
2. A comparison of the summary to the rated capacity and flow rates approved in the systems approval, drinking water works permit or municipal drinking water licence or a written agreement if the system is receiving all its water from another system under an agreement.

The reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2019 Annual/Summary Report.



Kirkland Lake Drinking Water System

Section 11

2019 ANNUAL REPORT



Section 11 - ANNUAL REPORT

1.0 INTRODUCTION

Drinking-Water System Name: Kirkland Lake Drinking Water System
Drinking-Water System No.: 220000308
Drinking-Water System Owner: The Corporation of Town of Kirkland Lake
Drinking-Water System Category: Large Municipal, Residential System
Period being reported: January 1, 2019 to December 31, 2019

Does your Drinking Water System serve more than 10,000 people? No

Is your annual report available to the public at no charge on a web site on the Internet? Yes at <http://www.kirklandlake.ca/>

Location where the report required under O. Reg. 170/03 Schedule 22 will be available for inspection.

Town of Kirkland Lake, Department of Physical Services
1 Dunfield Road,
Kirkland Lake ON P2N 3P4

Town of Kirkland Lake Municipal Office
3 Kirkland Street,
Kirkland Lake ON P2N 3P4

Drinking Water Systems that receive drinking water from the Kirkland Lake Drinking Water System

The Kirkland Lake Drinking Water System provides all drinking water to the communities of Kirkland Lake, Chaput Hughes and Swastika.

The Annual Report was not provided to any other Drinking Water System Owners.

The Ontario Clean Water Agency prepared the 2019 Annual/Summary Report on behalf of the Town of Kirkland Lake and provided a copy to the system owner. The Kirkland Lake Drinking Water System is a stand-alone system that does not receive water from or send water to another system.

Notification to system users that the Annual Report is available for viewing is accomplished through:

- The Town of Kirkland Lake social media and website
- The Town of Kirkland Lake Municipal Office



2.0 DESCRIPTION OF THE DRINKING WATER SYSTEM (DWS# 220000308)

The Kirkland Lake Drinking Water System is owned by the Corporation of the Town of Kirkland Lake and consists of a Class 3 conventional design water treatment plant (Lionel Sherratt water treatment plant) and a Class 2 water distribution system. The Ontario Clean Water Agency (OCWA) is the accredited operating authority and is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities.

The Kirkland Lake Drinking Water System has an approved rated capacity of 22,500 m³/day and provides a potable water supply to the Town of Kirkland Lake which includes the communities of Chaput Hughes and Swastika.

Raw Water Supply

The Kirkland Lake water plant draws raw water from Gull Lake through a 146 m long, 710 mm diameter intake pipe. The pipe terminates in an intake chamber located approximately 10 m from the lake shoreline. A 750 mm diameter, 17 m long pipe connects the intake chamber and the water plant.

A traveling water screen is installed immediately inside the plant. The screen removes large floating debris from the water prior to treatment. The provision for a manual screen immediately downstream from the traveling screen offers back up screening in the event the traveling screen is out of service. Following the screening, the raw water can be disinfected (pre-chlorination) prior to entering the wet well of the Low Lift Pumping Station. The raw water is also injected with soda ash, usually during the winter months to stabilize the water and aid in the coagulation and flocculation process which reduces the amount of iron and manganese passing through the system and into the distribution system. Soda ash is injected prior to the mechanical bar screen and operates pace-to-flow.

A chlorine dioxide pilot trial began at the Kirkland Lake water treatment plant in January 2018 to help reduce the amount of iron and manganese in the finished water leaving the plant. The process was permanently implemented in January 2019. Chlorine dioxide is injected into the bottom of the raw water wet well following the mechanical screens. It is flow paced to the raw water flow meter which is located on the common raw water header. Chlorine dioxide is generated and stored on site using a vendor supplied package generator system. The generator uses chlorine gas, which already exists on-site and 25% sodium chlorite solution which is stored in two (2) 1500 US gallon bulk tanks as feed chemicals which are drawn under partial vacuum into the generator. The generator is called to start on a low level signal in the day tank. The generator also uses a finished water supply line and a finished water booster pump to boost water pressure to a minimum of 60 psi. Upon fault condition, the generator will shut down.



Water Treatment

1. Coagulation / Flocculation / Sedimentation

The Low Lift Pumping Station (LLPS), equipped with five pumps, transfers water from the wet well (where water level corresponds to the water level in the lake) to the treatment processes. The water flows by gravity through the treatment processes.

The first step of water treatment is coagulation; a process of destabilization and initial aggregation of colloidal and finely divided suspended matter by the addition of a floc-forming chemical. Raw water enters the treatment stage through an inlet chamber. Just prior to entering the chamber, a chemical coagulant, aluminum sulfate (alum), is injected into raw water and is rapidly agitated with a flash mixer.

The mixture then overflows into three (3) contact compartments – one per pre-treatment unit. In the compartments, the mixing weirs gently turn the mixture in order to promote coagulation.

Just prior to leaving the mixing chambers, a flocculant, FloPam – an inorganic polymer, is added.

Flocculation in water treatment is an agglomeration of colloidal and finely divided suspended matter after coagulation by gentle agitation by either mechanical or hydraulic means, sometimes with an aid of chemical flocculant.

The mixture enters the bottom distribution piping of each Degremont Ultra-Pulsator clarifier via vacuum chambers. The vacuum in the chambers is created by the vacuum pumps, one per chamber. The purpose of the vacuum chambers is to create gentle movement of the sludge blanket in the clarifier for both flocculation and sludge removal.

Sedimentation is the process of subsidence and deposition of suspended matter, carried by water or other liquids, by gravity. It is usually accomplished by reducing the velocity of the liquid to below the point at which it can transport the suspended material or floc.

The flow is distributed equally over the full area of the clarifiers through the distribution pipes in the bottom of the unit. The flow percolates through the sludge blanket. Upon exiting the sludge blanket, the water flows through a plate settler and then the tube settler. Clarified water is gathered by the collection pipes at the top of the units and transferred to channels that lead to the filters.

2. Filtration

Filtration is the process of passing a liquid through a filtering medium (consisting of granular material, sand and anthracite) for the removal of suspended or colloidal matter. There are four (4) dual media filters at the plant. Each filter is approximately 6.4 m x 4.3 m x 3m deep and rated to operate at a maximum rise rate of 9.0 m/hr or a maximum flow rate of 65.0



L/sec. The filter media consists of 450 mm of anthracite underlain by a 300 mm layer of silica sand. A concrete underdrain slab outfitted with strainer nozzles supports the filter media. During normal operation, the water flows into the filter from the filter channel via an inlet sluice gate and travels through the media in a downward pattern. The filtered water is collected in the underdrain area and transported by pipes to the clearwell, located under the ground slab of the plant. The flow through each filter is measured by individual flow meters and is controlled by dedicated filter control valves. A headloss indicator monitors the filter media condition. The filtrate quality is continuously monitored by individual turbidimeters, and a particle analyzer.

3. Disinfection (Chlorination)

Filtered water is disinfected following filtration. Chlorine solution is diffused into the water stream in the clearwell of the treatment building. The diffuser and a series of baffles promote complete mixing of chlorine with water. The chlorine solution is prepared on-site by mixing chlorine gas with water. A chlorinator controls the chlorine gas feed rate. There are two (2) chlorinators installed at the plant; one serves as a duty pre-chlorinator while the second is a duty post-chlorinator. Chlorine gas is mixed with water in the ejectors and is sent to diffusers as a chlorine solution. SCADA monitors the chlorinators which will generate alarms upon high and low vacuum levels or abnormal chlorine levels. Each chlorinator is rated to supply 67.0 kg per day of chlorine gas which, based on the plant rated capacity, equals to the maximum chlorine feed rate of up to 3.0 mg/L (3.0 ppm or parts per million) at each location. The gas is withdrawn at any given time from only one of the two one tonne cylinders that are located on the monitored weigh scale. The chlorine feed system will switch automatically to another cylinder when pressure in the duty cylinder drops below the pre-set value. If both cylinders approach low levels, SCADA will alarm the operator.

4. pH Adjustment

The pH adjustment process uses 40% sodium hydroxide (NaOH) to restore treated water to a neutral pH. Two metering pumps (1 duty and 1 standby) feed the NaOH to the clearwell of the treatment building at the point of exit to the pumping building. Four high lift pumps are used to direct treated water into the distribution system.

Process Waste Residuals Management

Filter backwash water and withdrawn sludge from the sedimentation tanks are directed to two wastewater tanks. The capacity of each tank is approximately 900 m³. Wastewater is discharged to the sanitary sewer system.

Emergency Power

The plant has a standby power generator rated at 300 kW and equipped with an automatic transfer switch, underground and in-plant fuel storage tanks.



Distribution System and Elevated Storage Tank

The Kirkland Lake Drinking Water System is classified as a Large Municipal Residential Drinking Water System and provides water to approximately 9000 residents. Distribution piping typically ranges in size from 150 mm to 250 mm, and may consist of cast iron, ductile iron, or PVC, depending on the location and date of installation. Typical system pressure ranges from 55 P.S.I. to 70 P.S.I. The standpipe provides for storage for approximately 7,115 m³ of water, helps stabilize water pressure in the distribution system and provides extra water in the case of an emergency. To ensure optimum chlorine residual in the distribution system there are two chlorine booster stations, one at the Chaput Hughes Water Control Building/Standpipe and the other at the Swastika Water Control Building.

3.0 LIST OF WATER CHEMICALS USED OVER THE REPORTING PERIOD

The following chemicals were used in the treatment process at the Kirkland Lake Water Treatment Plant.

- Aluminum Sulphate (Alum) - Coagulation/Flocculation
- Sodium Carbonate (Soda Ash) - pH Adjustment/oxidation of iron and manganese
- FloPam FO 4240 PWG - flocculant
- Sodium Hydroxide – pH adjustment
- Chlorine Gas – primary disinfection
- Chlorine Dioxide (Sodium Chlorite and Chlorine Gas) – oxidation of iron and manganese
- Sodium Hypochlorite – booster chlorination at the Chaput Hughes standpipe and Swastika booster station.

All treatment chemicals meet AWWA and NSF/ANSI standards.

4.0 SIGNIFICANT EXPENSES INCURRED IN THE DRINKING WATER SYSTEM

OCWA is committed to maintaining the assets of the drinking water system and maintains a program of scheduled inspection and maintenance activities using a computerized Work Management System (WMS).

Significant expenses incurred in the drinking water system include:

- Replaced 1 - 205 L drum for sodium chlorite with 2 - 1500 US gallon (5680 L) bulk storage tanks. One tank is equipped with a milltronics level indicator. The tanks are located in a lowered area 8 feet below floor level outside the chlorine dioxide room of the Kirkland Lake water treatment plant.



- Replaced 2 existing diaphragm type alum pumps and associated piping with 2 Watson Marlow peristaltic pumps.
- Installed a pH meter in the flash mix tank to monitor the pH from clarifier #2.
- Replaced two (2) actuators on the chlorine dioxide system.
- Replaced auto dialer (Raco Verbatum) with Mobile 911 which is a virtual machine connected to all operators mobile devices through an application that will alert operators of any alarms via text messaging.
- Installed plant heaters
- Distribution Work includes:
 - Completed assessment of tower chamber and roof
 - Completed standpipe swing check valve assessment and repair

5.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER

Based on information kept on record by OCWA, the Kirkland Lake Drinking Water System was in full compliance in 2019 with no adverse water quality incidents reported to the Ministry’s Spills Action Centre.

6.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

Summary of Microbiological Data

Sample Type	# of Samples	Range of Total Coliform Results <i>(min to max)</i>	Range of <i>E.coli</i> Results <i>(min to max)</i>	# of HPC Samples	Range of HPC Results <i>(min to max)</i>
Raw (Gull Lake)	53	0 to 324	0 to 22	0	N/A
Treated (POE)	53	0 to 0	0 to 0	53	<10 to >2000
Distribution	265	0 to 0	0 to 0	107	<10 to 260

Maximum Allowable Concentration (MAC) for *E. coli* = 0 Counts/100 mL

MAC for Total Coliforms = 0 Counts/100 mL

NDOGT = No Data, Overgrown with Target

NDUI = No data, unknown interference

INT = Interferences are evident on plate and therefore bacterial colonies cannot be properly counted (interferences can be anything that inhibit the proper growth and formation of target colonies)

Note: One microbiological sample is collected and tested each week from the raw and treated water supply. A total of five microbiological samples are collected and tested each week from the Kirkland Lake distribution system which includes one sample from the community of Swastika. At least 25% of the distribution samples are tested for HPC bacteria.

Refer to [Appendix A](#) for a monthly summary of microbiological test results.

7.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

Continuous Monitoring in the Treatment Process

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Turbidity (Filter 1)	8760	0.02 to 0.95	NTU	
Turbidity (Filter 2)	8760	0.03 to 1.94 ^{Note2}	NTU	1.0
Turbidity (Filter 3)	8760	0.00 to 2.36 ^{Note2}	NTU	(for >15 minutes)
Turbidity (Filter 4)	8760	0.00 to 4.75 ^{Note2}	NTU	
Free Chlorine (POE)	8760	0.18 ^{Note3} to 2.95	mg/L	CT

Notes:

- For continuous monitors, 8760 is used as the number of samples.
- If the filter effluent turbidity reaches 0.8 NTU, the filter will automatically shut down.
 - February 23 - high turbidity on filter No. 4 due to backwash pump failure. Filter shutdown.
 - March 27 - high turbidity on filter No. 2, 3 and 4 due to clarifier carry over. Filter shutdown
 - March 29 - high turbidity on filter No. 3 and 4 due to clarifier carry over. Filter shutdown
 - May 21 - high turbidity on filter No. 3 & 4 due to clarifier carryover. Filters shutdown and backwashes performed to reduce turbidity levels.
 - July 2 - high turbidity on filter No. 4 which lasted approximately 10 minutes. Turbidity exceedances occur when two (2) readings are above 1 NTU for 15 minutes or more in a 24 hour period.
- CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed by the plant's SCADA system and are monitored daily to ensure primary disinfection is achieved. CT was met in 2019.
 - May 3 – Low free chlorine residual of 0.18 mg/L due to analyzer issues. CT calculated and passed.
 - June 17, 18, 22 - Low free chlorine residuals (0.43, 0.68, 0.58 mg/L). CT passed
 - July 24 - Low free chlorine residuals (0.74 mg/L). CT passed
 - August 18 & 22 - Low free chlorine residuals (0.67, 0.70 mg/L). CT passed
 - September 13 & 25 - Low free chlorine residuals (0.71, 0.68 mg/L). CT passed

Summary of Chlorine Residual Data in the Distribution System

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Free Chlorine Residual	418	0.09 to 1.73	mg/L	0.05
Free Chlorine (Chaput Hughes Standpipe)	8760	0.08 to 5.05	mg/L	0.05
Free Chlorine (Swastika Booster Station)	8760	0.08 to 5.01	mg/L	0.05

Notes:

- A total of eight operational checks for chlorine residual in the distribution system were collected each week. Five (5) samples were tested one day and three (3) on a second day. The sample sets are collected at least 48-hours apart and samples collected on the same day are from different locations.
- Free chlorine residuals are also continuously monitored in the distribution system at the Chaput Hughes standpipe and the Swastika booster station.

Refer to [Appendix B](#) for a monthly summary of the above chemical test results.



Summary of Nitrate & Nitrite Data (sampled at the plant’s point of entry into the distribution every quarter)

Date of Sample	Nitrate Result Value	Nitrite Result Value	Unit of Measure	Exceedance
January 8	< 0.02	< 0.008	mg/L	No
April 1	< 0.05	< 0.05	mg/L	No
July 11	< 0.05	< 0.05	mg/L	No
October 9	< 0.05	< 0.05	mg/L	No

Maximum Allowable Concentration (MAC) for Nitrate = 10 mg/L
 MAC for Nitrite = 1 mg/L

Summary of Total Trihalomethane Data (sampled in the distribution system)

Date of Sample	Result Value	Unit of Measure	Quarter Average	Running Annual Average	Exceedance
January 8*	38.6	ug/L	39.6		
January 24	41.9	ug/L			
February 28	48	ug/L			
March 28	30	ug/L	45.6		
April 1*	33.7	ug/L			
April 29	28.3	ug/L			
May 28	48.7	ug/L	52.2	52.2	No
June 27	71.5	ug/L			
July 11*	64.3	ug/L			
July 24	67.4	ug/L	68.5		
August 21	98.4	ug/L			
September 25	44	ug/L			
October 9*	60.5	ug/L	55.2		
December 2	49.9	ug/L			
December 17	55.1	ug/L			

Maximum Allowable Concentration (MAC) for Total Trihalomethanes = 100 ug/L (Running Annual Average)

Note:

* THM samples are collected and tested quarterly as required under section 13-6 of Schedule 13, under O. Reg. 170/03. Additional sampling was done as part of the chlorine dioxide pilot trial and continues to be tested until a new Municipal Drinking Water License with specific sampling requirements is issued. All results are used to calculate the running annual average (RAA) for THMs.

Haloacetic Acid (HAAs) Sampling and Testing Required under Schedule 13-6.1

New sampling requirements for Haloacetic Acids (HAAs) came into effect on January 1st, 2017. At least one distribution sample must be taken in each calendar quarter, from a point in the drinking water system’s distribution system, or plumbing that is likely to have an elevated potential for

the formation of HAAs. In 2019, additional HAA samples were collected in the distribution system and tested as part of the chlorine dioxide pilot trial which continues until a new Municipal Drinking Water License with specific sampling requirements is issued. Results marked with an asterisk were collected as required under section 13-6.1 of Schedule 13, under Ontario Regulation 170/03.

Over the past three years, samples were collected near the plant, in the middle of the distribution system and at the end of the distribution system as per guidance provided in a Ministry’s letter “HAA Concerns” dated May 9, 2018. The sample location with the highest concentration of HAAs is the Archer Drive sewage pumping station (8 Archer Dr.) in the middle of the system.

The maximum allowable concentration (MAC) of 80 ug/L is effective January 1st, 2020 and is based on a running annual average of quarterly results (similar to THMs). It should be mentioned that all results were used to calculate the running annual average for HAAs. Results that exceed the MAC must be reported as an adverse water quality incident (AWQI) starting January 1st, 2020. HAA results for 2019 are summarized below.

Summary of Total Haloacetic Acid Data *(sampled in the distribution system)*

Date of Sample	Result Value	Unit of Measure	Quarter Average	Running Average	Exceedance
January 8*	63	ug/L	46.8		
January 24	34	ug/L			
February 28	56	ug/L			
March 28	34	ug/L			
April 1*	45	ug/L	34		
April 29	29	ug/L			
May 28	17	ug/L			
June 27	45	ug/L			
July 12*	55	ug/L	47	37.6	N/A
July 24	48	ug/L			
August 21	53	ug/L			
September 25	32	ug/L			
October 9*	22	ug/L	22.7		
December 2	24	ug/L			
December 17	22	ug/L			

* HAA samples are collected and tested quarterly as required under section 13-6.1 of Schedule 13, under O. Reg. 170/03.

Summary of Most Recent Lead Data

(applicable to the following drinking water systems; large municipal residential systems, small, municipal residential systems, and non-municipal year-round residential systems)

The Kirkland Lake Drinking Water System was eligible to follow the “Exemption from Plumbing Sampling” as described in section 15.1-5(9) and 15.1-5(10) of Schedule 15.1 of Ontario Regulation 170/03. The exemption applies to a drinking water system if, in two consecutive periods at reduced sampling, not more than 10% of all samples from plumbing exceed the maximum allowable concentration (MAC) of 10 ug/L for lead. As such, the system was required to test for total alkalinity and pH in three distribution sample collected during the periods of December 15 to April 15 (winter period) and June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period.

Two rounds of alkalinity and pH testing were carried out on March 28th and September 24th of 2019. Results are summarized in the table below.

Summary of Lead Data (sampled in the distribution system)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
March 28	3	7.06 to 7.12	4.9 to 5.2	38 to 39	N/A
September 24	3	7.61 to 7.70	14 to 15	28 to 28	N/A

Note: Next lead sampling scheduled for 2020

Most Recent Schedule 23 Inorganic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1	ug/L	10	No	No
Barium	28	ug/L	1000	No	No
Boron	2	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	1	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	< 0.5	ug/L	50	No	No
Uranium	< 1	ug/L	20	No	No

Note: Sample required every 12 months (sample date = October 9, 2019)

Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.223	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.168	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.009	ug/L	0.01	No	No
Bromoxynil	< 0.492	ug/L	5	No	No
Carbaryl	< 2	ug/L	90	No	No



Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Carbofuran	< 3	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.168	ug/L	90	No	No
Diazinon	< 0.168	ug/L	20	No	No
Dicamba	< 0.08	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.2	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.2	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1	ug/L	50	No	No
2-4 Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.343	ug/L	100	No	No
Diclofop-methyl	< 0.114	ug/L	9	No	No
Dimethoate	< 0.168	ug/L	20	No	No
Diquat	< 0.2	ug/L	70	No	No
Diuron	< 9	ug/L	150	No	No
Glyphosate	< 20	ug/L	280	No	No
MCPA	< 5.72	ug/L	100	No	No
Malathion	< 0.168	ug/L	190	No	No
Metolachlor	< 0.112	ug/L	50	No	No
Metribuzin	< 0.112	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	< 0.2	ug/L	10	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.112	ug/L	2	No	No
Picloram	< 0.08	ug/L	190	No	No
Polychlorinated Biphenyls (PCB)	< 0.06	ug/L	3	No	No
Prometryne	< 0.0558	ug/L	1	No	No
Simazine	< 0.168	ug/L	10	No	No
Terbufos	< 0.112	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6-Tetrachlorophenol	< 0.2	ug/L	100	No	No
Triallate	< 0.112	ug/L	230	No	No
Trichloroethylene	< 0.3	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
Trifluralin	< 0.112	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

Note: Sample required every 12 months (sample date = October 9, 2019)

Inorganic or Organic Test Results that Exceeded Half the Standard Prescribed in Schedule 2 of the Ontario Drinking Water Quality Standards.

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 exceeded half the standard found in Schedule 2 of the Ontario Drinking Water Standard (O. Reg. 169/03) during the reporting period.

Most Recent Sodium Data Sampled at the Water Treatment Plant

Date of Sample	No. of Samples	Result Value	Unit of Measure	Standard	Exceedance
October 5, 2015	1	25.9	mg/L	20	Yes

Note: Sample required every 60 months. Next sampling scheduled for October 2020

The aesthetic objective for sodium in drinking water is 200 mg/L at which it can be detected by a salty taste. It is required that the local Medical Officer of Health be notified when the concentration exceeds 20 mg/L so that persons on sodium restricted diets can be notified by their physicians. Sodium exceedances are only reported every five years. The last reported exceedance occurred in February 2012 (AWQI# 105146).

Most Recent Fluoride Data Sampled at the Water Treatment Plant

Date of Sample	No. of Samples	Result Value	Unit of Measure	Standard	Exceedance
October 5, 2015	1	< 0.1	mg/L	1.5	No

Note: Sample required every 60 months. Next sampling scheduled for October 2020

Additional Testing Performed in Accordance with an Approval, Order or Legal Instrument

Legal Instrument: Schedule C, Issue 4 to DWWP 214-201: Authorization to Alter the Drinking Water System

The Town of Kirkland Lake has historically experienced a high number of discoloured water complaints from residents during the winter months. There is growing public concern over the quality of drinking water in the Town. The suspected cause of the discoloured water is high levels of iron and manganese in the raw water source (Gull Lake) while the lake is frozen during the winter months. Both the iron and manganese concentrations within the lake vary seasonally reaching a peak during the cold winter months.

A pilot trial of soda ash for pH adjustment and chlorine dioxide for the oxidation of iron and manganese was implemented for the Kirkland Lake drinking water system on January 11, 2018 and ended in May 2018.



The process has significantly improved the aesthetic quality of the water by removing iron well below the aesthetic objective (0.3 mg/L) and increasing the removal rate of manganese by a factor of 5.

Parameters tested during and after the trial in 2019 were hardness, dissolved oxygen, total solids, total dissolved solids in the raw, treated, and distribution water. Iron and manganese was tested for both the raw and treated water. Chlorate, chlorite, THMs, and HAAs was tested in the treated and distribution water. These samples were sent to an accredited laboratory for testing and the results can be found in the [Appendix C](#). It should be noted that at no time during the reporting period did the values exceed MAC limits of over 1mg/L for chlorate and chlorite, over 100 ug/L for THMs, and over 80 ug/L for HAA.

In-house testing of the iron, manganese, chlorine dioxide residual, pH, temperature, and alkalinity was done at multiple locations in the plant. These locations include Incoming Raw, Pre-Clarifier, Post Clarifier, Post Filter, and Finished Water. This in-house results are found in [Appendix D](#).



Kirkland Lake Drinking Water System

Schedule 22

2019 SUMMARY REPORT

FOR MUNICIPALITIES



Schedule 22 - SUMMARY REPORTS FOR MUNICIPALITIES

1.0 INTRODUCTION

Drinking-Water System Name:	Kirkland Lake Drinking Water System
Municipal Drinking Water Licence (MDWL) No.:	214-101-2 (issued April 13, 2016)
Drinking Water Work Permit (DWWP) No.:	214-201-3 (issued May 5, 2017)
Permit to Take Water (PTTW) No.:	5882-APGJY8 (issued July 25, 2017)
Period being reported:	January 1, 2019 to December 31, 2019

2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET

According to information kept on record by OCWA, the Kirkland Lake Drinking Water System has complied with all the requirements set out in the system's MDWL, its DWWP, the Act and its Regulations.

3.0 SUMMARY OF FLOWS AND COMPARISON TO REGULATORY LIMITS

Flow Monitoring

MDWL No. 214-101 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:

- the flow rate and daily volume of treated water that flows from the treatment subsystem
the distribution system (treated water flow from the high lift pump facilities), and
- the flow rate and daily volume of water that flows into the treatment subsystem (raw water flow from the low lift pump facilities).

The flow monitoring equipment identified in the MDWL is present and operating as required. These flow meters are calibrated on an annual basis as specified in the manufacturers' instructions.

Water Usage

The following water usage tables summarize the quantities and flow rates of water taken and produced during the 2019 reporting period, including total monthly volumes, average monthly volumes, maximum monthly volumes, and maximum flow rates.



Raw Water

2019 - Monthly Summary of Water Takings from the Source (Gull Lake)

Regulated by by Permit to Take Water (PTTW) #5882-APGJY8 (issued July 25, 2017)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	360263	339315	412108	375625	335893	335979	409418	376087	309377	333595	320714	335824	4244198
Average Volume (m ³ /d)	11621	12118	13294	12521	10835	11199	13207	12132	10313	10761	10690	10833	11627
Maximum Volume (m ³ /d)	13072	15250	15457	15410	12566	13600	16483	17191	11320	13543	12144	13038	17191
PTTW - Maximum Allowable Volume (m ³ /day)	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500
Maximum Flow Rate (L/min)	9120	12990	12966	13122	13356	13350	13554	15552	13122	13050	13020	14646	15552
PTTW - Maximum Allowable Flow Rate (L/min)	15625	15625	15625	15625	15625	15625	15625	15625	15625	15625	15625	15625	15625

The system’s Permit to Take Water allows the Municipality to withdraw a maximum volume of 22,500 cubic meters from Gull Lake each day. A review of the raw water flow data indicates that the system did not exceed the maximum allowable volume or maximum flow rate during the reporting period.

Treated Water

2019 - Monthly Summary of Treated Water Supplied to the Distribution System

Regulated Municipal Drinking Water Licence (MDWL) #214-101 - Issue 2, dated April 13, 2016

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	342287	323386	392247	353960	312513	316332	379549	342826	286041	313517	304423	316976	3984057
Average Volume (m ³ /d)	11042	11550	12653	11799	10081	10544	12244	11059	9535	10113	10147	10225	10916
Maximum Volume (m ³ /d)	12645	14174	14898	14198	11647	13245	15321	15485	10742	12433	11456	11861	15485
MDWL/C of A - Rated Capacity (m ³ /day)	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500

Schedule C, Section 1.0 (1.1) of MDWL No. 214-101 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed 22,500 m³/day. The Kirkland Lake DWS complied with this limit having a recorded maximum volume of 15,485 m³/day in August which represents 68.8% of the rated capacity.

Figure 1 compares the average and maximum flow rates into the distribution system to the rated capacity of the system identified in the MDWL.

Figure 2 provides water usage information for the community of Swastika.

Figure 1: 2019 - Monthly Volume of Treated Water into the Distribution System

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Flow (m ³ /day)	11042	11550	12653	11799	10081	10544	12244	11059	9535	10113	10147	10225
Maximum Flow (m ³ /day)	12645	14174	14898	14198	11647	13245	15321	15485	10742	12433	11456	11861
MDWL - Rated Capacity	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500	22500
% Rated Capacity	56	63	66	63	52	59	68	69	48	55	51	53

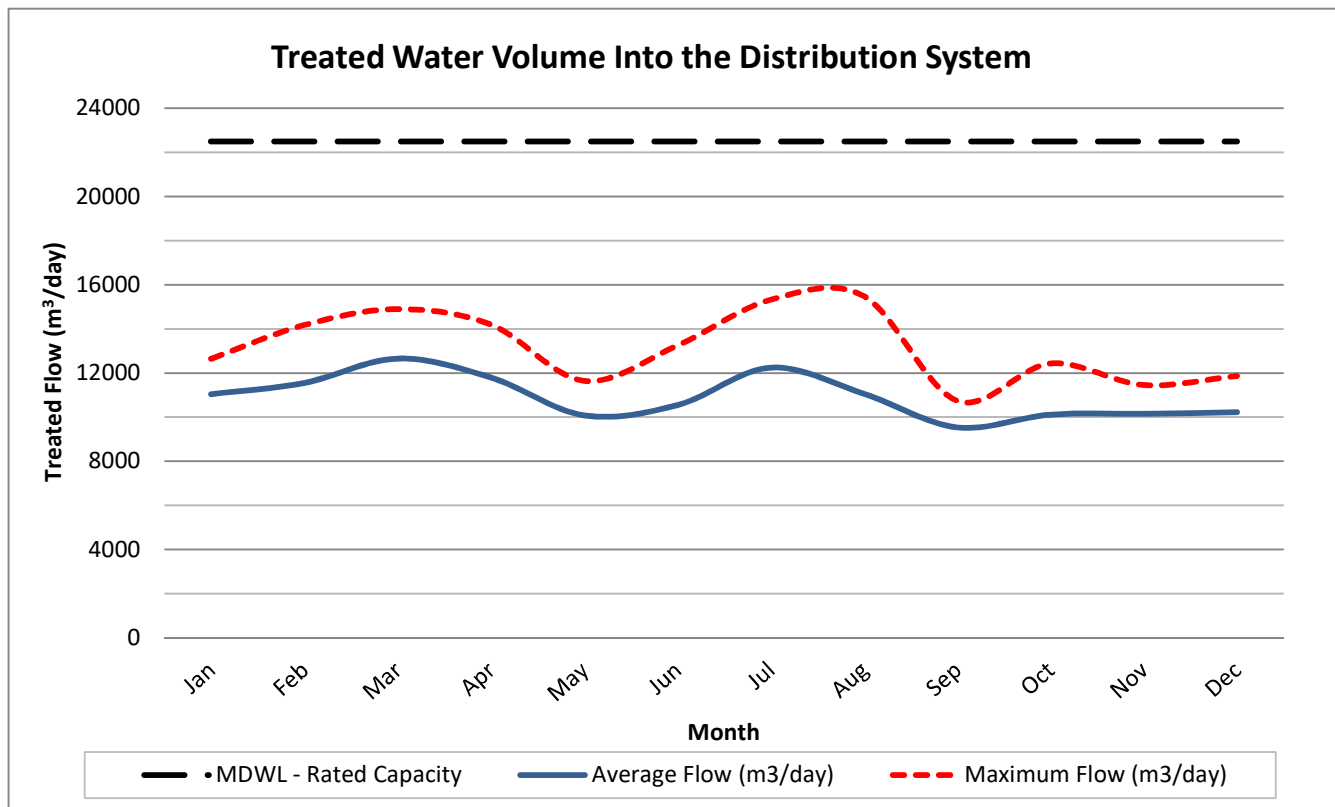
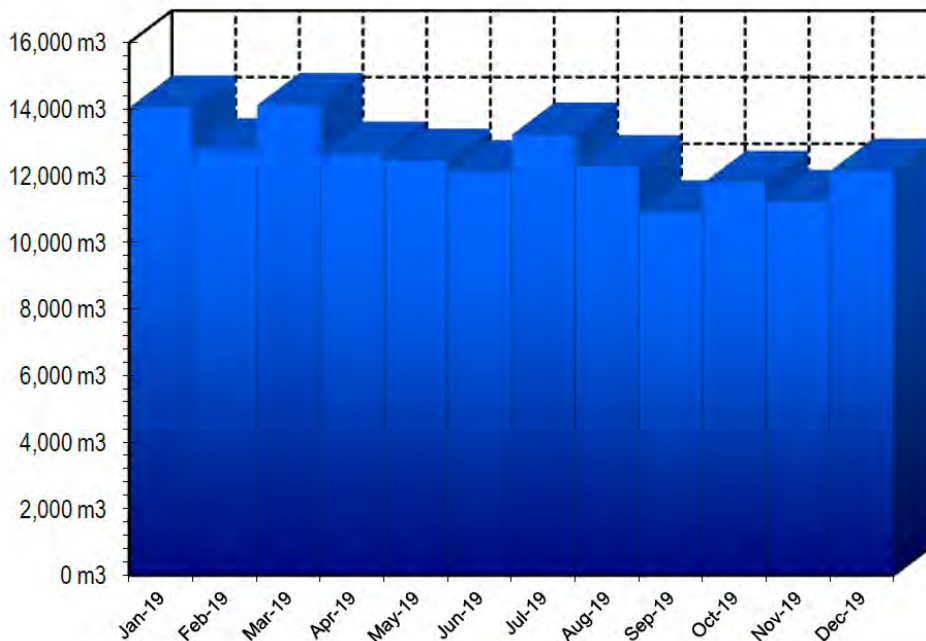




Figure 2 – Swastika Water Usage

Swastika mag. meter (into Town)					
Mth	WTP discharge	Swastika's USAGE (%)	metered volume	HIGHEST DAY	AVERAGE DAY
Jan-19	342,286 m3	4.10%	14,049 m3	471.1 m3	453 m3
Feb-19	323,386 m3	3.95%	12,771 m3	481.8 m3	456 m3
Mar-19	392,244 m3	3.60%	14,131 m3	472.9 m3	456 m3
Apr-19	353,960 m3	3.58%	12,663 m3	455.2 m3	422 m3
May-19	312,511 m3	3.98%	12,453 m3	752.1 m3	402 m3
Jun-19	316,334 m3	3.83%	12,111 m3	451.4 m3	404 m3
Jul-19	379,550 m3	3.49%	13,241 m3	503.0 m3	427 m3
Aug-19	342,824 m3	3.58%	12,256 m3	466.8 m3	395 m3
Sep-19	286,044 m3	3.81%	10,898 m3	387.3 m3	363 m3
Oct-19	313,517 m3	3.76%	11,785 m3	751.5 m3	380 m3
Nov-19	304,421 m3	3.69%	11,218 m3	421.8 m3	374 m3
Dec-19	316,971 m3	3.84%	12,157 m3	421.9 m3	392 m3
Annual Total	3,984,049 m3	3.76%	149,732 m3		
Maximum month	392,244 m3	4.10%	14,131 m3	752.1 m3	
	March-19	Jan-19	March-19	29-May-19	
Minimum month	286,044 m3		10,898 m3		
	September-19		September-19		
Average month	332,004 m3		12,478 m3		
Average day for the year					410 m3

Town of Swastika (net) WATER USAGE





Summary of System Performance

The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs.

Rated Capacity of the Plant (MDWL)	22,500 m ³ /day	
Average Daily Flow for 2019	10,916 m ³ /day	48.5 % of the rated capacity
Maximum Daily Flow for 2019	15,485 m ³ /day	68.8 % of the rated capacity
Total Treated Water Produced in 2019	3,894,057 m ³	

CONCLUSION

The Kirkland Lake Drinking Water System operated well in 2019 complying with the regulatory requirements of the Safe Drinking Water Act and its Regulations and met the terms and conditions outlined in its site specific drinking water works permit and municipal drinking water licence having no incidents of non-compliance during the reporting period.

The system was able to operate within the water taking limits of the permit and in accordance with the rated capacity of the licence while meeting the community's demand for water use.



APPENDIX A

Monthly Summary of Microbiological
Test Results

**KIRKLAND LAKE DRINKING WATER SYSTEM
2019 SUMMARY OF MICROBIOLOGICAL TEST RESULTS**

Facility Works Number: 220000308
Facility Classification: Class 3 Water Treatment
Total Design Capacity: 22500.0 m3/day

RAW WATER	01/2019	02/2019	03/2019	04/2019	05/2019	06/2019	07/2019	08/2019	09/2019	10/2019	11/2019	12/2019	Total	Avg	Max	Min
Gull Lake / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	< 2	46	36	32	90	12	6	10	212	324	270	20			324	
Mean Lab	< 1.6	16.5	12	14	68	6.667	4	5.25	99.2	190.5	212	14.4		< 52.62		
Min Lab	< 0	4	2	8	54	2	2	2	8	98	130	8				0
Gull Lake / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 5	22	< 2	< 2	< 2			22	
Mean Lab	< 1.6	< 2	< 1.5	< 2	< 2	< 2	< 2	< 2.75	7.6	< 2	< 2	< 2		< 2.54		
Min Lab	< 0	< 2	< 0	< 2	< 2	< 2	< 2	< 2	2	< 2	< 2	< 2				0
TREATED WATER																
Treated Water (POE) / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water (POE) / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water (POE) / HPC - cfu/mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 20	> 2000	< 10	< 10	< 10		>	2000	
Mean Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 12.5	> 416	< 10	< 10	< 10		? 48.491		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	> 10	< 10	< 10	< 10				< 10
DISTRIBUTION WATER																
KL-3 / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
KL-3 / E. Coli - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
KL-3 / HPC - cfu/mL																
Count Lab	2	2	1	2	2	2	2	2	2	2	1	2	22			
Max Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10			10	
Mean Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10		< 10		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
KL-4 / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
KL-4 / E. Coli - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
KL-4 / HPC - cfu/mL																
Count Lab	1	2	1	1	0	2	2	2	2	1	2	2	18			
Max Lab	< 10	< 10	< 10	< 10		< 10	< 10	< 20	80	< 10	< 10	< 10			80	
Mean Lab	< 10	< 10	< 10	< 10		< 10	< 10	< 15	45	< 10	< 10	< 10		< 14.444		
Min Lab	< 10	< 10	< 10	< 10		< 10	< 10	< 10	10	< 10	< 10	< 10				< 10
KL-5 / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
KL-5 / E. Coli - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
KL-5 / HPC - cfu/mL																
Count Lab	2	1	3	2	2	0	2	2	2	2	1	2	21			
Max Lab	< 10	< 10	< 10	< 10	< 10		< 10	< 10	< 10	< 10	< 10	< 10			10	
Mean Lab	< 10	< 10	< 10	< 10	< 10		< 10	< 10	< 10	< 10	< 10	< 10		< 10		
Min Lab	< 10	< 10	< 10	< 10	< 10		< 10	< 10	< 10	< 10	< 10	< 10				< 10
KL-6 / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
KL-6 / E. Coli - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
KL-6 / HPC - cfu/mL																
Count Lab	4	1	2	3	2	2	2	1	3	1	3	2	26			
Max Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10			10	
Mean Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10		< 10		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
KL-7 / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
KL-7 / E. Coli - cfu/100mL																
Count Lab	5	4	4	5	4	4	5	4	5	4	4	5	53			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
KL-7 / HPC - cfu/mL																
Count Lab	2	2	1	2	2	2	2	1	1	2	1	2	20			
Max Lab	< 10	< 10	10	< 10	< 10	< 10	< 10	< 10	< 10	260	< 10	< 10			260	
Mean Lab	< 10	< 10	10	< 10	< 10	< 10	< 10	< 10	< 10	260	< 10	< 10		< 22.5		
Min Lab	< 10	< 10	10	< 10	< 10	< 10	< 10	< 10	< 10	260	< 10	< 10				< 10



APPENDIX B

Monthly Summary of Operational Data

KIRKLAND LAKE DRINKING WATER SYSTEM
2019 SUMMARY OF OPERATIONAL RESULTS

Facility Works Number: 220000308
Facility Classification: Class 3 Water Treatment
Total Design Capacity: 22500.0 m3/day

	01/2019	02/2019	03/2019	04/2019	05/2019	06/2019	07/2019	08/2019	09/2019	10/2019	11/2019	12/2019	Total	Avg	Max	Min
FILTERED WATER																
Filter 1 / Turbidity (1 NTU) - NTU																
Max OL		0.37	0.07	0.95	0.08	0.1	0.66	0.18	0.2	0.13	0.14	0.12	0.45		0.95	
Mean OL		0.025	0.029	0.028	0.03	0.034	0.051	0.051	0.063	0.049	0.046	0.042	0.061		0.042	
Min OL		0.02	0.02	0.02	0.02	0.03	0.03	0.03	0.03	0.04	0.04	0.03	0.03			0.02
Filter 2 / Turbidity (1.0 NTU) - NTU																
Max OL		0.11	0.52	1.94*	0.09	0.28	0.53	0.22	0.19	0.15	0.13	0.12	0.49		1.94	
Mean OL		0.031	0.038	0.039	0.04	0.046	0.058	0.058	0.064	0.055	0.051	0.049	0.074		0.05	
Min OL		0.03	0.03	0.03	0.03	0.03	0.04	0.04	0.04	0.04	0.04	0.04	0.04			0.03
Filter 3 / Turbidity (1.0 NTU) - NTU																
Max OL		0.11	0.11	2.36*	0.1	1.26*	0.47	0.33	0.21	0.26	0.17	0.15	0.35		2.36	
Mean OL		0.038	0.033	0.034	0.037	0.042	0.061	0.059	0.071	0.058	0.055	0.057	0.091		0.053	
Min OL		0.02	0	0.01	0.02	0.03	0.03	0.04	0.04	0.04	0.04	0.04	0.05			0.00
Filter 4 / Turbidity (1.0 NTU) - NTU																
Max OL		0.09	2.13*	1.99*	0.11	4.67*	0.31	4.75*	0.44	0.14	0.214	0.26	0.46		4.75	
Mean OL		0.032	0.034	0.037	0.039	0.051	0.057	0.063	0.072	0.054	0.049	0.052	0.085		0.052	
Min OL		0.02	0	0.02	0.03	0.03	0.03	0.04	0.04	0.04	0.04	0.03	0.04			0.00
TREATED WATER																
Treated Water (POE) / Cl Residual: Free (0.80 mg/L) - mg/L																
Max OL		1.74	1.79	2.95	1.77	1.97	2.29	2.03	2	1.84	1.89	1.98	1.66		2.95	
Mean OL		1.464	1.461	1.375	1.48	1.416	1.416	1.348	1.294	1.326	1.432	1.442	1.302		1.396	
Min OL		1.14	1.00	0.92	0.82	0.18**	0.43**	0.74**	0.67**	0.68**	1.07	1.08	0.93			0.18
DISTRIBUTION WATER																
KL-3 / Cl Residual: Free - mg/L																
Count IH		10	8	8	9	9	8	9	9	9	9	8	9		105	
Total IH		10.4	9.02	9.63	9.83	10.57	7.73	6.52	7.58	8.7	9.03	8.92	8.7		106.63	
Max IH		1.37	1.44	1.52	1.26	1.71	1.61	1.04	1.17	1.39	1.32	1.73	1.19		1.73	
Mean IH		1.04	1.128	1.204	1.092	1.174	0.966	0.724	0.842	0.967	1.003	1.115	0.967		1.016	
Min IH		0.73	0.82	0.92	0.99	0.83	0.67	0.44	0.56	0.72	0.46	0.67	0.7			0.44
KL-4 / Cl Residual: Free - mg/L																
Count IH		10	8	8	9	9	8	9	9	9	9	8	9		105	
Total IH		10.83	8.54	10.02	10.55	8.96	7.29	6.41	6.21	7.23	9.13	8.32	7.96		101.45	
Max IH		1.21	1.25	1.39	1.33	1.26	1.09	1.07	0.97	1.26	1.37	1.29	1.2		1.39	
Mean IH		1.083	1.068	1.253	1.172	0.996	0.911	0.712	0.69	0.803	1.014	1.04	0.884		0.966	
Min IH		0.86	0.79	0.93	1.02	0.75	0.83	0.46	0.56	0.35	0.6	0.85	0.53			0.35
KL-5 / Cl Residual: Free - mg/L																
Count IH		10	8	8	9	9	8	9	9	9	9	8	9		105	
Total IH		11.18	9.75	10.17	10.84	9.2	7.44	6.98	6.87	7.7	9.42	8.03	8.13		105.71	
Max IH		1.22	1.41	1.41	1.3	1.22	1.06	1.01	0.94	1.05	1.26	1.49	1.17		1.49	
Mean IH		1.118	1.219	1.271	1.204	1.022	0.93	0.776	0.763	0.856	1.047	1.004	0.903		1.007	
Min IH		0.9	1.07	1.19	1.11	0.79	0.81	0.62	0.49	0.75	0.7	0.55	0.55			0.49
KL-6 / Cl Residual: Free - mg/L																
Count IH		5	4	4	5	4	4	5	4	5	4	4	5		53	
Total IH		5.51	3.8	4.86	5.7	4.38	4.63	3.09	2.69	4.57	4.23	4.6	4.79		52.85	
Max IH		1.26	1.1	1.47	1.34	1.38	1.33	0.79	1.1	1.34	1.09	1.44	1.17		1.47	
Mean IH		1.102	0.95	1.215	1.14	1.095	1.158	0.618	0.673	0.914	1.058	1.15	0.958		0.997	
Min IH		0.96	0.81	0.92	1.02	0.93	1.04	0.44	0.09	0.61	1.02	0.93	0.7			0.09
KL-7 / Cl Residual: Free - mg/L																
Count IH		5	4	4	5	4	4	5	4	5	4	4	5		53	
Total IH		7.17	5.28	5.48	6.68	5.64	5.03	4.39	2.62	5.59	4.08	3.58	4.56		60.1	
Max IH		1.57	1.43	1.46	1.6	1.65	1.72	1.09	0.87	1.38	1.13	1.07	1.26		1.72	
Mean IH		1.434	1.32	1.37	1.336	1.41	1.257	0.878	0.655	1.118	1.02	0.895	0.912		1.134	
Min IH		1.33	1.22	1.27	1.15	1.11	0.98	0.57	0.42	0.91	0.82	0.54	0.75			0.42
Chaput Hughes Standpipe / Cl Residual: Free (0.05 mg/L) - mg/L																
Max OL		2.73	4.91	4.87	4.34	3.93	5.04	3.75	4.15	5.05	5.04	2.83	2.93		5.05	
Mean OL		1.499	1.469	1.482	1.443	1.29	1.245	1.101	0.984	1.177	1.255	1.558	1.425		1.327	
Min OL		0.67	0.66	0.61	0.61	0.51	0.31	0.11	0.08	0.346	0.56	0.76	0.42			0.08
Swastika Booster Station / Cl Residual: Free (0.05 mg/L) - mg/L																
Max OL		2.09	1.88	1.85	1.92	2.02	2.11	1.77	5.01	2.2	1.97	1.97	2.19		5.01	
Mean OL		1.526	1.473	1.423	1.445	1.353	1.293	1.024	0.945	1.251	1.26	1.273	1.087		1.279	
Min OL		1.13	1.09	1.04	1.11	0.76	0.63	0.64	0.08	0.2	0.69	0.73	0.46			0.08

NOTES:

- * Turbidity exceedances
- February 23 - high turbidity on filter No. 4 due to backwash pump failure. Filter shutdown.
- March 27 - high turbidity on filter No. 2, 3 and 4 due to clarifier carry over. Filter shutdown.
- March 29 - high turbidity on filter No. 3 and 4 due to clarifier carry over. Filter shutdown.
- May 21 - high turbidity on filter No. 3 & 4 due to clarifier carryover. Filters shutdown and backwashes performed to reduce turbidity levels.
- July 27 - high turbidity on filter No. 4 which lasted approximately 10 minutes. Turbidity exceedances occur when two (2) readings are above 1 NTU for 15 minutes or more in a 24 hour period.

**** Low treated water chlorine incidents**

CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are reviewed using the plant's SCADA system if the free chlorine residual level drops below 0.80 mg/L to ensure primary disinfection is achieved.

- May 3 - Free chlorine residual of 0.18 mg/L due to analyzer issues. CT calculated and passed.
- June 17, 18, 22 - Low free chlorine residuals (0.43, 0.68, 0.58 mg/L). CT passed
- July 24 - Low free chlorine residuals (0.74 mg/L). CT passed
- August 18 & 22 - Low free chlorine residuals (0.67, 0.70 mg/L). CT passed
- September 13 & 25 - Low free chlorine residuals (0.71, 0.68 mg/L). CT passed



APPENDIX C

Chlorine Dioxide Trial - Laboratory Data

Kirkland Lake DWS - Chlorine Dioxide Trial Laboratory Test Results
Trial Period - January 2018 to May 2018

Date	RAW WATER						FINISHED WATER										DISTRIBUTION WATER							
	Hardness	DO	TS	TDS	Fe (ug/L)	Mn (ug/L)	Chlorate	Chlorite	THM (ug/L)	HAA (ug/L)	Hardness	DO	TS	TDS	Fe (ug/L)	Mn (ug/L)	Chlorate	Chlorite	THM (ug/L)	HAA (ug/L)	Hardness	DO	TS	TDS
08-Jan-19					150	106									28	16			38.6	63				
24-Jan-19	37.1	8	200	180			0.13	0.36	24.9	37	37.4	8.7	230	130			0.12	0.39	41.9	34	37.5	9	210	150
04-Feb-19					208	123									35	42								
28-Feb-19	36.8	7.2	80	120			0.11	0.35	27.6	38	36.8	9.1	80	190			0.11	0.29	48	56	37.5	9.4	260	160
04-Mar-19					193	100									37	60								
28-Mar-19	37.7	6.1	120	140			0.14	0.47	16.8	28	37.8	9	40	160			0.15	0.45	30	34	37	8.3	170	130
01-Apr-19					282	20			33.7	45					63	37								
29-Apr-19	41.9	7	100	210			0.15	0.44	18.4	27	43.1	8.6	110	110			0.14	0.4	28.3	29	43.1	8.8	130	130
06-May-19					318	139									42	25								
29-May-19		9.2	50	40			0.12	0.26	29.7	17	29.2	3.8	80	90			0.12	0.29	48.7	17	29	9.2	90	80
03-Jun-19					205	46									66	15								
27-Jun-19	29.2	8.6	90	90			0.1	0.07	22.4	30	30.4	7	90	90			0.06	0.13	71.5	45	30.1	9.1	80	80
02-Jul-19					101	34									27	18								
24-Jul-19	27.3	6.6	70	70			0.04	0.05	33.8	47	27.4	7.5	120	120			0.03	<0.01	67.4	48	29.6	7.4	121	120
06-Aug-19					85	22									27	5								
21-Aug-19	28.9	7.4	90	90			0.05	0.08	62.2	63	29.9	7.3	70	70			0.04	0.06	98.4	53	27.6	6.8	100	100
03-Sep-19					110	28									36	2								
25-Sep-19	32.1	7.3	101	100			0.05	0.05	23.4	39	32	7.7	130	130			0.05	0.08	44	32	31.7	7.7	160	160
07-Oct-19					100	13									49	9								
09-Oct-19																			60.5	22				
30-Oct-19	28.2	9.33	80	80			0.03	0.05	27.1	23	28	9.7	110	110			0.03	0.06			28.9	9.66	110	110
04-Nov-19					86	8									50	1								
25-Nov-19	28.9	*	110	110			0.03	0.08	32.3	21	30.8	*	100	100			0.03	0.05	Samples not collected		30.4	*	110	110
02-Dec-19																			49.9	24				
12-Dec-19					72	25									36	51								
17-Dec-19	43.8	*	100	100			0.12	0.32	33.2	24	39.2	*	70	71			0.09	0.26	55.1	22	40	*	70	70
MIN	27.3	6.1	50	40	72	8	0.03	0.05	16.8	17	27.4	3.8	40	70	27	1	0.03	0.05	28.3	17	27.6	6.8	70	70
MAX	43.8	9.33	200	210	318	139	0.15	0.47	62.2	63	43.1	9.7	230	190	66	60	0.15	0.45	98.4	63	43.1	9.66	260	160
MEAN	33.8	7.67	99.3	110.8	159.2	55.3	0.1	0.2	29.7	33.8	33.5	7.8	102.5	114.3	41.3	23.4	0.1	0.2	52.5	36.8	33.5	8.5	134.3	116.7

Notes: All results are in mg/L unless indicated

DO tested done in-house on October 31st. Lab not licensed to test for DO and stopped by the Ministry. Too late in October to ship to another lab. Spoke with local MECP Inspector J. Recoskie on Oct. 31st and she approved in-house testing in October.

* DO testing stopped in November as per email from Janet Recoski (MECP Water Inspector) dated November 8, 2019



APPENDIX D

Chlorine Dioxide Trial – In-house Daily Data

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Jan-19	0.12	0.126	38.5	6.78	5.1	0.11	0.117	0.11	6.86	0	0.034	6.78	0	0.031	0.18	6.35	0	0.027	37.3	0.22	7.22	4.9
2-Jan-19																						
3-Jan-19		0.024	37.2	6.61	5.1		0.099	0.14	6.81		0.017	6.5		0.007	0.11	6.38		0.009	36.2	0.31	7.29	4.9
4-Jan-19																						
5-Jan-19																						
6-Jan-19																						
7-Jan-19																						
8-Jan-19		0.026	38.1	6.96	5.1		0.114	0.17	7.16		0.024	6.88		0.02	0.09	6.36		0.025	35.7	0.1	6.99	5
9-Jan-19																						
10-Jan-19		0.096	35.2	6.86	5.4		0.118	0.19	7.08		0.034	7.02		0.049	0.04	6.76		0.038	31.2	0.17	7.04	5.1
11-Jan-19																						
12-Jan-19																						
13-Jan-19																						
14-Jan-19		0.111	34.3	7.21	5.1		0.12	0.22	6.98		0.029	7.09		0.028	0.04	6.8		0.033	30.1	0.17	6.98	5
15-Jan-19																						
16-Jan-19																						
17-Jan-19																						
18-Jan-19		0.094	37.8	6.81	5.2		0.127	0.21	6.92		0.015	6.87		0.01	0.02	6.95		0.013	39.5	0.31	7.36	4.9
19-Jan-19																						
20-Jan-19																						
21-Jan-19		0.033	37.5	6.82	5.1		0.122	0.25	6.96		0.026	6.8		0.021	0.03	6.63		0.028	42.1	0.11	6.98	4.8
22-Jan-19																						
23-Jan-19																						
24-Jan-19		0.083	37.2	6.87	5.2		0.105	0.25	7.03		0.027	6.96		0.023	0.09	6.81		0.021	36.8	0.19	7.13	4.9
25-Jan-19																						
26-Jan-19																						
27-Jan-19																						
28-Jan-19		0.039	37	6.91	5.2		0.115	0.22	7.08		0.014	6.86		0.012	0.1	6.62		0.012	35.5	0.13	7.37	4.9
29-Jan-19																						
30-Jan-19																						
31-Jan-19		0.011	40.2	6.7	4.9		0.022	0.28	6.84		0.017	6.81		0.015	0.09	6.64		0.011	41.2	0.17	7.06	4.9
month Avg	0.12	0.06	37.30	6.85	0.03	0.11	0.11	0.20	6.97	0.00	0.03	6.86	0.00	0.02	0.08	0.03	0.00	0.02	36.56	0.19	7.14	4.93
month Min	0.12	0.01	34.30	6.61	4.90	0.11	0.02	0.11	6.81	0.00	0.01	6.50	0.00	0.01	0.02	6.35	0.00	0.01	30.10	0.10	6.98	4.80
month Max	0.12	0.13	40.20	7.21	5.40	0.11	0.13	0.28	7.16	0.00	0.03	7.09	0.00	0.05	0.18	6.95	0.00	0.04	42.10	0.31	7.37	5.10

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Feb-19																						
2-Feb-19																						
3-Feb-19																						
4-Feb-19																						
5-Feb-19		0.056	31.7	6.97	5		0.118	0.64	6.28		0.017	6.4		0.014	0.14	6.05		0.027	36.2	0.13	7.36	5
6-Feb-19																						
7-Feb-19		0.045	35.7	6.91	5.3		0.119	0.33	6.41		0.086	6.52		0.072	0.09	6.11		0.046	36.7	0.18	7.34	5
8-Feb-19	0.23	0.133	34.2	7.08	5	0.2	0.14	0.41	6.61		0.069	6.52		0.062	0.06	6.35		0.05	36.7	0.4	7.3	5.1
9-Feb-19																						
10-Feb-19																						
11-Feb-19	0.18	0.06	29.1	6.97	5.3	0.21	0.122	0.28	6.52	0.03	0.039	6.25	0.02	0.041	0.05	6.15		0.052	35.9	0.25	7.26	5.3
12-Feb-19																						
13-Feb-19																						
14-Feb-19	0.12	0.117	36.4	6.86	5.6	0.14	0.122	0.41	7.01		0.043	6.59		0.036	0.06	6.65		0.033	37	0.24	7.26	5.2
15-Feb-19																						
16-Feb-19																						
17-Feb-19																						
18-Feb-19																						
19-Feb-19	0.18	0.113	35.9	7.25	5.5	0.19	0.122	0.37	6.99		0.03	6.33	0.01	0.02	0.14	6.2		0.018	37.1	0.13	7.27	5.2
20-Feb-19																						
21-Feb-19																						
22-Feb-19																						
23-Feb-19																						
24-Feb-19																						
25-Feb-19																						
26-Feb-19																						
27-Feb-19																						
28-Feb-19																						
month Avg.	0.18	0.09	33.83	7.01	0.03	0.19	0.12	0.41	6.64	0.03	0.03	6.44	0.02	0.04	0.09	0.03	#DIV/0!	0.04	36.60	0.22	7.30	5.13
month Min	0.12	0.05	29.10	6.86	5.00	0.14	0.12	0.28	6.28	0.03	0.02	6.25	0.01	0.01	0.05	6.05	0.00	0.02	35.90	0.13	7.26	5.00
month Max	0.23	0.13	36.40	7.25	5.60	0.21	0.14	0.64	7.01	0.03	0.09	6.59	0.02	0.07	0.14	6.65	0.00	0.05	37.10	0.40	7.36	5.30

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Mar-19	0.17	0.125	36.2	7.14	6	0.17	0.134	0.33	6.85		0.064	6.63		0.062	0.27	6.34	0.01	0.061	37	0.31	7.15	5.5
2-Mar-19																						
3-Mar-19																						
4-Mar-19																						
5-Mar-19	0.13	0.125	36.6	7.2	6.4	0.14	0.123	0.3	6.89		0.077	6.46		0.08	0.12	6.33		0.077	39.3	0.12	7.45	5.2
6-Mar-19																						
7-Mar-19																						
8-Mar-19																						
9-Mar-19																						
10-Mar-19																						
11-Mar-19																						
12-Mar-19																						
13-Mar-19																						
14-Mar-19																						
15-Mar-19																						
16-Mar-19																						
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24-Mar-19																						
25-Mar-19																						
26-Mar-19																						
27-Mar-19																						
28-Mar-19																						
29-Mar-19																						
30-Mar-19																						
31-Mar-19																						
month Avg.	0.15	0.13	36.40	7.17	6.03	0.16	0.13	0.32	6.87	#DIV/0!	0.03	6.55	#DIV/0!	0.07	0.20	6.03	0.01	0.07	38.15	0.22	7.30	5.35
month Min	0.13	0.13	36.20	7.14	6.00	0.14	0.12	0.30	6.85	0.00	0.06	6.46	0.00	0.06	0.12	6.33	0.01	0.06	37.00	0.12	7.15	5.20
month Max	0.17	0.13	36.60	7.20	6.40	0.17	0.13	0.33	6.89	0.00	0.08	6.63	0.00	0.08	0.27	6.34	0.01	0.08	39.30	0.31	7.45	5.50

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Apr-19																						
2-Apr-19	0.24	0.128	28.8	7	6	0.25	0.147	0.36	6.6	0.01	0.061	6.36	0	0.058	0.13	6.23	0.02	0.092	39.1	0.14	7.3	7
3-Apr-19																						
4-Apr-19	0.26	0.075	34	7.07	6.9	0.27	0.158	0.38	6.72	0.01	0.029	6.53	0.1	0.128	0.19	6.52	0.02	0.014	40.2	0.11	7.31	4.9
5-Apr-19																						
6-Apr-19																						
7-Apr-19																						
8-Apr-19																						
9-Apr-19	0.18	0.037	35	7.01	6.7	0.25	0.142	0.4	6.94	0	0.013	6.38	0	0.013	0.28	6.26	0	0.024	37.1	0.19	7.45	5
10-Apr-19																						
11-Apr-19																						
12-Apr-19	0.28	0.146	35.5	7.03	6.8	0.25	0.155	0.56	7.1	0	0.027	6.49	0	0.014	0.1	6.29	0	0.01	37.7	0.2	7.33	5
13-Apr-19																						
14-Apr-19																						
15-Apr-19																						
16-Apr-19	0.33	0.133	38.2	7.04	6	0.35	0.184	0.45	7.04	0	0.053	6.52	0	0.05	0.27	6.3	0	0.048	40	0.14	7.27	5
17-Apr-19																						
18-Apr-19																						
19-Apr-19																						
20-Apr-19																						
21-Apr-19																						
22-Apr-19																						
23-Apr-19																						
24-Apr-19	0.25	0.149	40	7.11	6	0.25	0.161	0.48	6.95	0	0.032	6.39	0	0.032	0.18	6.39	0	0.042	40.7	0.35	7.26	5.5
25-Apr-19																						
26-Apr-19																						
27-Apr-19																						
28-Apr-19																						
29-Apr-19																						
30-Apr-19																						
month Avg.	0.26	0.11	35.25	7.04	6.03	0.27	0.16	0.44	6.89	0.00	0.03	6.45	0.02	0.05	0.19	6.03	0.01	0.04	39.13	0.19	7.32	5.40
month Min	0.18	0.04	28.80	7.00	6.00	0.25	0.14	0.36	6.60	0.00	0.01	6.36	0.00	0.01	0.10	6.23	0.00	0.01	37.10	0.11	7.26	4.90
month Max	0.33	0.15	40.00	7.11	6.90	0.35	0.18	0.56	7.10	0.01	0.06	6.53	0.10	0.13	0.28	6.52	0.02	0.09	40.70	0.35	7.45	7.00

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-May-19																						
2-May-19	0.3	0.148	43.1	7.08	6	0.34	0.16	0.62	6.87	0	0.04	6.58	0	0.026	0.34	6.35	0	0.043	41.8	0.61	7.25	5
3-May-19																						
4-May-19																						
5-May-19																						
6-May-19																						
7-May-19	0.23	0.117	41.5	7.02	6	0.25	0.109	0.48	6.84	0	0.029	6.47	0	0.025	0.16	6.43	0.01	0.025	41	0.2	7.37	5.6
8-May-19																						
9-May-19																						
10-May-19																						
11-May-19																						
12-May-19																						
13-May-19																						
14-May-19																						
15-May-19	0.08	0.042	34	7.03	6	0.08	0.04	0.25	7.11	0	0.006	6.55	0	0.01	0.15	6.33	0	0.007	41	0.32	7.4	4.4
16-May-19																						
17-May-19	0.07	0.023		7.1	6								0.02	0.014	0.18		0	0.011		0.25	7.46	4.5
18-May-19																						
19-May-19																						
20-May-19																						
21-May-19																						
22-May-19																						
23-May-19																						
24-May-19																						
25-May-19																						
26-May-19																						
27-May-19																						
28-May-19	0.16	0.053	24.5	6.6	11	0.16	0.054	0.12	6.7	0	0.03	6.27	0	0.026	0.06	6.25	0	0.022	26.5	0.19	7.28	9
29-May-19																						
30-May-19																						
31-May-19	0.16	0.056	25	6.91	10	0.13	0.055	0.25	6.91	0	0.025	6.28	0	0.031	0.13	6.06	0	0.032	26.8	0.12	7.46	10
month Avg.	0.17	0.07	33.62	6.96	6.03	0.19	0.08	0.34	6.89	0.00	0.03	6.43	0.00	0.02	0.17	6.03	0.00	0.02	35.42	0.28	7.37	6.42
month Min	0.07	0.02	24.50	6.60	6.00	0.04	0.04	0.12	6.70	0.00	0.01	6.27	0.00	0.01	0.06	6.06	0.00	0.01	26.50	0.12	7.25	4.40
month Max	0.30	0.15	43.10	7.10	11.00	0.34	0.16	0.62	7.11	0.00	0.04	6.58	0.02	0.03	0.34	6.43	0.01	0.04	41.80	0.61	7.46	10.00

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Jun-19																						
2-Jun-19																						
3-Jun-19																						
4-Jun-19	0.16	0.038	22.5	6.92	12	0.15	0.042	0	7.38	0.01	0.027	7.02	0	0.025	0.08	6.32	0.01	0.032	20	0.16	7.62	11.3
5-Jun-19																						
6-Jun-19	0.1	0.025	18	7.02	13	0.13	0.034	0.17	6.44	0	0.012	6.44	0	0.016	0.14	6.01	0	0.018	26	0.09	7.27	12.1
7-Jun-19																						
8-Jun-19																						
9-Jun-19																						
10-Jun-19	0.08	0.021	28	6.91	13	0.09	0.032	0.12	6.24	0	0.016	6.25	0	0.005	0.21	6.1	0	0.013	26	0.22	7.19	12.6
11-Jun-19																						
12-Jun-19																						
13-Jun-19	0.06	0.029	25	6.96	13	0.08	0.025	0.17	6.82	0	0.011	6.4	0	0.012	0.07	6.16	0	0.009	28	0.18	7.55	12.4
14-Jun-19																						
15-Jun-19																						
16-Jun-19																						
17-Jun-19																						
18-Jun-19																						
19-Jun-19	0.11	0.035	26	7.07	16	0.13	0.03	0.06	6.48	0.04	0.013	6.44	0	0.019	0.03	6.14	0.01	0.016	26.5	0.06	7.54	14.3
20-Jun-19																						
21-Jun-19																						
22-Jun-19																						
23-Jun-19																						
24-Jun-19	0.08	0.012	21.5	7.09	16	0.08	0.014	0.24	7.1	0.01	0.007	6.55	0	0	0.13	6.35	0	0.012	27	0.11	7.54	14.6
25-Jun-19																						
26-Jun-19																						
27-Jun-19	0.13	0.033	27.5	6.95	16	0.13	0.04	0.1	6.84	0.02	0.014	6.35	0.02	0.018	0.01	6.21	0.01	0.005	26.5	0.08	7.42	15.1
28-Jun-19																						
29-Jun-19																						
30-Jun-19																						
month Avg.	0.10	0.03	24.07	6.99	0.03	0.11	0.03	0.12	6.76	0.01	0.03	6.49	0.00	0.01	0.10	0.03	0.00	0.02	25.71	0.13	7.45	13.20
month Min	0.06	0.01	18.00	6.91	12.00	0.08	0.01	0.00	6.24	0.00	0.01	6.25	0.00	0.00	0.01	6.01	0.00	0.01	20.00	0.06	7.19	11.30
month Max	0.16	0.04	28.00	7.09	16.00	0.15	0.04	0.24	7.38	0.04	0.03	7.02	0.02	0.03	0.21	6.35	0.01	0.03	28.00	0.22	7.62	15.10

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Jul-19																						
2-Jul-19	0.14	0.047	26.5	7.03	16	0.12	0.041	0.04	7.01	0.01	0.033	6.34	0.01	0.032	0.05	6.14	0	0.033	28	0.1	7.38	16
3-Jul-19																						
4-Jul-19																						
5-Jul-19																						
6-Jul-19																						
7-Jul-19																						
8-Jul-19																						
9-Jul-19	0.09	0.034	28.3	6.89	17	0.08	0.038	0.07	6.89	0	0.023	6.3	0.02	0.038	0.04	6.01	0	0.026	28	0.09	7.26	16.8
10-Jul-19																						
11-Jul-19	0.11	0.077	23.3	6.63	17	0.11	0.071	0.05	6.57	0	0.021	6.29	0	0.023	0.04	6.34	0	0.022	30.3	0.05	7.03	16.8
12-Jul-19																						
13-Jul-19																						
14-Jul-19																						
15-Jul-19	0.12	0.086	30	6.51	17	0.15	0.085	0.16	6.77	0	0.037	6.4	0.03	0.043	0.02	6.11	0	0.014	31	0.08	7.2	17.5
16-Jul-19																						
17-Jul-19																						
18-Jul-19																						
19-Jul-19																						
20-Jul-19																						
21-Jul-19																						
22-Jul-19																						
23-Jul-19	0.25	0.309	22	6.73	22.3	0.09	0.051	0.1	6.82	0.02	0.007	6.57	0.02	0.033	0.18	6.46	0	0.015	28.2	0.08	7.2	21
24-Jul-19																						
25-Jul-19																						
26-Jul-19																						
27-Jul-19																						
28-Jul-19																						
29-Jul-19																						
30-Jul-19	0.24	0.188	18	6.85	22.3	0.1	0.043	0.17	6.85	0	0.003	6.99	0	0.006	0.01	6.02	0.01	0.006	26	0.12	7.3	21.7
31-Jul-19																						
month Avg:	0.16	0.12	24.68	6.77	0.03	0.11	0.05	0.10	6.82	0.01	0.03	6.48	0.01	0.03	0.06	0.03	0.00	0.02	28.58	0.09	7.23	18.30
month Min:	0.09	0.03	18.00	6.51	16.00	0.08	0.04	0.04	6.57	0.00	0.00	6.29	0.00	0.01	0.01	6.01	0.00	0.01	26.00	0.05	7.03	16.00
month Max:	0.25	0.31	30.00	7.03	22.30	0.15	0.09	0.17	7.01	0.02	0.04	6.99	0.03	0.04	0.18	6.46	0.01	0.03	31.00	0.12	7.38	21.70

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Aug-19																						
2-Aug-19																						
3-Aug-19																						
4-Aug-19																						
5-Aug-19																						
6-Aug-19	0.1	0.07	29	6.95	22.7	0.08	0.03	0.06	6.91	0.01	0.012	6.52	0.01	0.004	0.14	7.03	0.01	0.008	28.3	0.08	7.44	22.2
7-Aug-19																						
8-Aug-19																						
9-Aug-19																						
10-Aug-19																						
11-Aug-19																						
12-Aug-19																						
13-Aug-19	0.06	0.039	29.8	7.23	21.7	0.04	0.032	0.09	7.29	0	0.003	6.44	0	0.002	0.06	6.35	0	0	27	0.01	7.66	20.7
14-Aug-19																						
15-Aug-19	0.13	0.094	26	7.17	21.3	0.08	0.039	0.16	6.98	0	0.003	6.56	0	0	0.12	6.12	0.01	0.008	25.5	0.1	7.31	20.9
16-Aug-19																						
17-Aug-19																						
18-Aug-19																						
19-Aug-19	0.16	0.143	30.6	7	19.5	0.12	0.11	0.08	7.08	0	0.041	6.69	0	0.029	0.01	6.67	0	0.025	29	0.09	7.84	20.7
20-Aug-19																						
21-Aug-19																						
22-Aug-19	0.81	0.115	30.5	7.2	21.6	0.07	0.046		7.17	0	0.001	7.23	0.01	0		6.53	0	0	27.1		7.48	21.5
23-Aug-19																						
24-Aug-19																						
25-Aug-19																						
26-Aug-19	0.14	0.064	30.5	7.28	20.5	0.13	0.043	0.12	7.22	0.01	0	6.25	0.02	0.001	0.02	6.09	0.01	0	25.6	0.06	7.25	20
27-Aug-19																						
28-Aug-19																						
29-Aug-19	0.11	0.041	30.4	7.35	20.5	0.11	0.036	0.08	7.27	0.02	0.007	6.64	0	0.007	0.02	6.28	0	0.001	25	0	7.25	20.2
30-Aug-19																						
31-Aug-19																						
month Avg.	0.22	0.08	29.54	7.17	20.3	0.09	0.05	0.10	7.13	0.01	0.03	6.62	0.01	0.01	0.06	0.03	0.00	0.01	26.79	0.06	7.46	20.89
month Min	0.06	0.04	26.00	6.95	19.50	0.04	0.03	0.06	6.91	0.00	0.00	6.25	0.00	0.00	0.01	6.09	0.00	0.00	25.00	0.00	7.25	20.00
month Max	0.81	0.14	30.60	7.35	22.70	0.13	0.11	0.16	7.29	0.02	0.04	7.23	0.02	0.03	0.14	7.03	0.01	0.03	29.00	0.10	7.84	22.20

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Sep-19																						
2-Sep-19																						
3-Sep-19	0.18	0.111	30.6	7.28	19	0.14	0.062	0.13	7.46	0	0.021	6.71	0.01	0.021	0.1	6.27	0	0.017	26.6	0.18	7.34	18.8
4-Sep-19																						
5-Sep-19																						
6-Sep-19	0.22	0.113	31.1	7.14	18	0.12	0.037	0.06	7.38	0.01	0.005	6.72	0.02	0.008	0	6.45	0	0.001	27.1	0.02	7.32	17.4
7-Sep-19																						
8-Sep-19																						
9-Sep-19	0.35	0.188	31.7	6.84	16.5	0.13	0.04	0.06	7.29	0.02	0.005	6.62	0.01	0.014	0	6.47	0	0.004	26.8	0.37	7.25	16.5
10-Sep-19																						
11-Sep-19																						
12-Sep-19	0.16	0.059	29.7	7.27	15.5	0.13	0.034	0.06	7.28	0.01	0.013	6.79	0.02	0.016	0.02	6.53	0	0.015	26.8	0.02	7.38	15.5
13-Sep-19																						
14-Sep-19																						
15-Sep-19																						
16-Sep-19	0.21	0.075	24	7.29	15.5	0.14	0.033	0.06	7.34	0.01	0.016	6.86	0	0.017	0.02	6.49	0	0.011	26.1	0.03	7.28	15.5
17-Sep-19																						
18-Sep-19																						
19-Sep-19	0.08	0.03	25.2	6.9	15.5	0.14	0.034	0	7.14	0.01	0.005	6.48	0.01	0.012	0.03	6.2	0	0.011	25.8	0.01	7.14	15.1
20-Sep-19																						
21-Sep-19																						
22-Sep-19																						
23-Sep-19	0.35	0.086	22.1	7.04	17	0.16	0.038	0.09	7.06	0.01	0.01	6.66	0.01	0.013	0.02	6.27	0	0.004	26.4	0	7.27	15.8
24-Sep-19																						
25-Sep-19																						
26-Sep-19	0.13	0.027	18.3	7.16	16.5	0.11	0.035	0.17	7.19	0.02	0.003	6.63	0.02	0.007	0.07	6.33	0.02	0.009	26.7	0.08	7.26	15.6
27-Sep-19																						
28-Sep-19																						
29-Sep-19																						
30-Sep-19																						
month Avg.	0.21	0.09	26.59	7.12	0.03	0.13	0.04	0.08	7.27	0.01	0.03	6.68	0.01	0.01	0.03	0.03	0.00	0.01	26.54	0.09	7.28	16.28
month Min	0.08	0.03	18.30	6.84	15.50	0.11	0.03	0.00	7.06	0.00	0.00	6.48	0.00	0.01	0.00	6.20	0.00	0.00	25.80	0.00	7.14	15.10
month Max	0.35	0.19	31.70	7.29	19.00	0.16	0.06	0.17	7.46	0.02	0.02	6.86	0.02	0.02	0.10	6.53	0.02	0.02	27.10	0.37	7.38	18.80

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Oct-19	0.19	0.068	29.5	6.91	15	0.16	0.045	0.11	7.16	0.03	0.004	6.6	0.02	0.02	0.03	6.69	0	0	25.1	0.06	7.1	14.9
2-Oct-19																						
3-Oct-19	0.09	0.047	22.5	6.95	14.2	0.11	0.027	0.08	6.73	0.03	0	6.26	0.02	0.02	0.02	6.41	0	0.008	25.8	0.08	6.72	13.9
4-Oct-19																						
5-Oct-19																						
6-Oct-19																						
7-Oct-19	0.14	0.119	26.7	6.9	13	0.03	0.022	0.13	7.17	0	0.007	6.69	0	0.016	0.08	6.67	0	0.003	27	0.03	7.38	12
8-Oct-19																						
9-Oct-19																						
10-Oct-19	0.1	0.028	31	7.1	13	0.08	0.02	0.08	7.5	0	0	6.66	0	0	0.06	6.29	0	0	27	0.04	7.22	11.9
11-Oct-19																						
12-Oct-19																						
13-Oct-19																						
14-Oct-19																						
15-Oct-19	0.11	0.023	28.3	7.22	11.5	0.09	0.026	0.08	7.19	0	0.013	6.6	0.01	0.009	0.05	6.34	0	0.005	27.1	0.03	7.35	10.9
16-Oct-19																						
17-Oct-19	0.11	0.041	28	7	10.2	0.13	0.042	0.04	7.11	0.01	0.01	6.35	0.01	0.011	0.08	6.25	0.01	0.012	27.6	0.08	7.18	9.9
18-Oct-19																						
19-Oct-19																						
20-Oct-19																						
21-Oct-19	0.06	0.031	29.7	7.4	10	0.06	0.028	0.06	7.12	0	0.014	6.21	0	0.017	0.06	6.11	0	0.017	26.5	0	7.3	9.4
22-Oct-19																						
23-Oct-19	0.07	0.018	24.9	6.76	10	0.06	0.004	0.09	7.15	0	0	6.17	0	0	0.12	6.05	0	0	25.8	0.04	7.39	9.2
24-Oct-19																						
25-Oct-19																						
26-Oct-19																						
27-Oct-19																						
28-Oct-19	0.06	0.02	29	7.11	9.1	0.06	0.017	0.05	6.99	0	0.13	6.29	0	0.018	0.03	6.02	0	0.007	26.5	0.08	7.37	8.4
29-Oct-19																						
30-Oct-19	0.07	0.01	25.7	7.11	9	0.05	0.017	0.12	7.26	0	0.005	6.45	0.01	0.006	0.07	6.43	0	0.003	26.6	0.05	7.35	8.3
31-Oct-19																						
month Avg.	0.10	0.04	27.53	7.05	0.03	0.08	0.02	0.08	7.14	0.01	0.03	6.43	0.01	0.01	0.06	0.03	0.00	0.01	26.50	0.05	7.24	10.88
month Min	0.06	0.01	22.50	6.76	9.00	0.03	0.00	0.04	6.73	0.00	0.00	6.17	0.00	0.00	0.02	6.02	0.00	0.00	25.10	0.00	6.72	8.30
month Max	0.19	0.12	31.00	7.40	15.00	0.16	0.05	0.13	7.50	0.03	0.13	6.69	0.02	0.02	0.12	6.69	0.01	0.02	27.60	0.08	7.39	14.90

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Nov-19																						
2-Nov-19																						
3-Nov-19																						
4-Nov-19	0.04	0.024	14	7.26	5	0.03	0.008	0.06	7.34	0	0.001	6.38	0	0	0.02	6.25	0	0.002	28	0.09	7.36	5.8
5-Nov-19																						
6-Nov-19																						
7-Nov-19	0.03	0.018	29.7	7.19	5	0.07	0.019	0.08	7.33	0.04	0.014	6.28	0	0.013	0.08	6.15	0.01	0.005	19.8	0.23	7.33	4.7
8-Nov-19																						
9-Nov-19																						
10-Nov-19																						
11-Nov-19																						
12-Nov-19	0.03	0.012	30.9	7.32	3.3	0.03	0.011	0.14	7.17	0.01	0.015	6.45	0	0.015	0.06	6.18	0	0.04	7.4	0.08	7.28	3.4
13-Nov-19																						
14-Nov-19	0.08	0.012	28.5	7.29	5	0.04	0.018	0.13	7.2	0	0.012	6.23	0	0.004	0.06	6.27	0	0.009	27.5	0.09	7.41	3.3
15-Nov-19																						
16-Nov-19																						
17-Nov-19																						
18-Nov-19																						
19-Nov-19	0.06	0.03	26.5	7.05	5	0.02	0.028	0.07	7.29	0	0.025	6.67	0.02	0.028	0.05	6.22	0.01	0.011	29.2	0.11	7.33	4.1
20-Nov-19																						
21-Nov-19	0.05	0.016	29.9	7.25	5	0.05	0.019	0.17	7.16	0.01	0.007	6.45	0.01	0.009	0.12	6.26	0.01	0.005	27.6	0.05	7.3	4.4
22-Nov-19																						
23-Nov-19																						
24-Nov-19																						
25-Nov-19	0.04	0.022	31.4	7.27	5	0.03	0.019	0.23	7.16	0	0.013	6.47	0	0.007	0.11	6.28	0	0.005	27.2	0.19	7.37	3.7
26-Nov-19																						
27-Nov-19																						
28-Nov-19	0.02	0.017	25	7.14	5	0.02	0.016	0.19	7.05	0	0.002	6.33	0	0.002	0.16	6.22	0	0	27	0.1	7.25	4
29-Nov-19																						
30-Nov-19																						
month Avg:	0.04	0.02	26.99	7.22	0.03	0.04	0.02	0.13	7.21	0.01	0.03	6.41	0.00	0.01	0.08	0.03	0.00	0.01	24.21	0.12	7.33	4.18
month Min	0.02	0.01	14.00	7.05	3.30	0.01	0.06	0.06	7.05	0.00	0.00	6.23	0.00	0.00	0.02	6.15	0.00	0.00	7.40	0.05	7.25	3.30
month Max	0.08	0.03	31.40	7.32	5.00	0.07	0.03	0.23	7.34	0.04	0.03	6.67	0.02	0.03	0.16	6.28	0.01	0.04	29.20	0.23	7.41	5.80

Date	RAW WATER					Pre-CLARIFIER				Post-CLARIFIER			POST FILTER				FINISHED WATER					
	IRON	MANGANESE	AKLALINITY	Ph	TEMP	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	Ph	IRON	MANGANESE	Dioxide Residual	Ph	IRON	MANGANESE	AKLALINITY	Dioxide Residual	Ph	TEMP
1-Dec-19																						
2-Dec-19	0.05	0.029	26.8	7.15	5	0.04	0.027	0.2	7.05	0	0.033	6.45	0	0.03	0.09	6.33	0	0.005	27.2	0.09	7.35	4.2
3-Dec-19																						
4-Dec-19																						
5-Dec-19	0.06	0.021	27.1	6.88	5	0.04	0.012	0.29	7.05	0	0.008	6.47	0	0.012	0.13	6.35	0	0.01	27.6	0.07	7.41	4.6
6-Dec-19																						
7-Dec-19																						
8-Dec-19																						
9-Dec-19	0.09	0.077	26.5	6.97	5	0.09	0.085	0.23	7	0	0.052	6.4	0	0.048	0.16	6.31	0	0.059	34	0.17	7.34	5
10-Dec-19																						
11-Dec-19																						
12-Dec-19																						
13-Dec-19																						
14-Dec-19																						
15-Dec-19																						
16-Dec-19	0.11	0.06	33	7	5	0.1	0.102	0.17	6.9	0.01	0.044	6.46	0	0.059	0.04	6.46	0	0.052	31	0.15	7.19	4.7
17-Dec-19																						
18-Dec-19																						
19-Dec-19																						
20-Dec-19																						
21-Dec-19																						
22-Dec-19																						
23-Dec-19	0.06	0.017	26.7	6.77	4.5	0.04	0.029	0.28	6.31	0.02	0.009	6.63	0.01	0.051	0.05	6.29	0.01	0.09	38.4	0.11	7.31	4.3
24-Dec-19																						
25-Dec-19																						
26-Dec-19																						
27-Dec-19	0.03	0.007	22.2	6.89	3.3	0.04	0.013	0.3	7.02	0.01	0	6.71	0.01	0.163	0.1	6.56	0	0	38.7	0.26	7.29	5.2
28-Dec-19																						
29-Dec-19																						
30-Dec-19	0.05	0.022	25.7	6.87	5.6	0.05	0.03	0.29	6.65	0.01	0.014	6.38	0.02	0.058	0.14	6.44	0.01	0.012	38.5	0.16	7.33	5.3
31-Dec-19																						
month Avg.	0.06	0.03	26.86	6.93	0.03	0.06	0.04	0.25	6.85	0.01	0.03	6.50	0.01	0.06	0.10	0.03	0.00	0.03	33.63	0.14	7.32	4.76
month Min	0.03	0.01	22.20	6.77	3.30	0.04	0.01	0.17	6.31	0.00	0.00	6.38	0.00	0.01	0.04	6.29	0.00	0.00	27.20	0.07	7.19	4.20
month Max	0.11	0.08	33.00	7.15	5.60	0.10	0.10	0.30	7.05	0.02	0.05	6.71	0.02	0.16	0.16	6.56	0.01	0.09	38.70	0.26	7.41	5.30



REPORT TO COUNCIL

Meeting Date: 3/17/2020	Report Number: 2020-PW-002
Decision Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Direction Only	Priority: <input type="checkbox"/> High <input checked="" type="checkbox"/> Low
	Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Michel Riberdy	Department: Public Works

Report Title

Kinross Pond Trail Winter Maintenance

Recommendations

BE IT RESOLVED THAT Report Number 2020-PW-002 entitled “**Kinross Pond Trail Winter Maintenance**”, be received, and

THAT staff be directed to maintain the Kinross Pond Trail as an unmaintained trail during the winter months.

Budget Implications

The cost to maintain Kinross Pond Trail / parking lot during the winter will be difficult to measure due to global warming and fluctuating weather patterns. Furthermore, operations staff would require manual labour for hand shoveling, a trackless operator and a backhoe operator to perform the tasks necessary to maintain the trail site in an open for business state of readiness.

Background

Council members have been approached about the possibility of maintaining the trails at Kinross Pond throughout the winter.

If the Public Works Department performs winter maintenance on Kinross Trail, it will require the trails to be maintained similar to sidewalks as defined in the Minimum Maintenance Standards for Municipal Highways. If implemented; these newly maintained trails would increase risk and liability to the Town. Also, the parking lot adjacent to the trail will have to be cleared to provide parking. As well, the gazebo will have to be hand shoveled to increase safety and mitigate risk. Furthermore, there is a risk of damage to park furniture and monuments while clearing the trail with the trackless.

Kinross Pond Trail is approximately one kilometer in length and the trail surface is hot mix asphalt (Superpave). The base soil that supports the trail is known to be frost susceptible from several culverts having heaved in the past from the freeze and thaw cycles.

If the Town maintains the trail in the winter months, the frost will penetrate deeper into the ground and create even more frost heaving that will break up the asphalt on the trail and increase operating and capital costs. In addition, it may encourage snowmobilers to access the site resulting in further damage.

There are no light standards along the trail for safety which causes concern in the winter months when daylight is greatly reduced. Winter sand may also become an environmental issue due to the salt content, if it enters the watercourse.

It is recommended to keep the trail as an unmaintained trail to maintain the snow as an insulation blanket to minimize damage to the trail. Also, the Public Works Department doesn't have the resources and equipment to maintain the trail to an acceptable level in the winter.

Options / Discussions

Council may choose one of the alternatives listed below:

1. Direct staff to maintain the trail and parking lot during winter months, or
2. Use the trail exclusively for snowshoe activities.

Other Departments Consulted and Affected

Not applicable.

Attachments

No attachments.

REPORT TO COUNCIL

Meeting Date: 3/17/2020	Report Number 2020-DEV-001
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input checked="" type="checkbox"/> High <input type="checkbox"/> Low
	Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Ashley Bilodeau	Department: Development Services

Report Title

Proposed Parking Modifications

- Review of parking restriction on Government Road from Lebel to Prospect;
- Potential introduction of 1 - hour parking restrictions in the downtown core.

Recommendations

BE IT RESOLVED THAT Report Number 2020-DEV-001 entitled “Proposed Parking Modifications”, be received, and

THAT staff be directed to prepare and present a By-law to Council addressing the following modification to the Parking By-law:

1. Removal of parking restrictions on the south side of Government Road, pending increase to budget to include snow removal as suggested in this report.

THAT staff be further directed to:

1. Present a report to Council with recommendations assessing the pros and cons of pay-and-display parking units in the downtown core.

Background

Item 1: 1 - Hour Restricted Parking and Pay-And-Display Units

On October 4, 2016, Council considered a request to install pay-and-display units in the downtown core to encourage business owners and apartment renters to refrain from parking on Government Road. It was determined that we would need between 15 - 20 units, which would cost the municipality in the \$270,000 range. Council decided against the pay-and-display units, but served the business owners a warning that if it continued, they would consider it in the future.

A meeting was held on March 9, 2020 with four downtown business owners who had suggested 1 - hour parking restrictions and the introduction of pay-and-display units as a solution to parking congestion in the downtown core. As a result, staff have requested an updated quotation from Cale Systems, the same company that provided a quotation for pay-and-display units in 2016.

If Council is interested in conducting further research into this request, it is recommended that staff be directed to present a report with recommendations, after the public has had an opportunity to be consulted.

Item 2: Removal of Parking Restriction on South Side of Government Road

On February 5, 2019, Council considered the request from the Public Works Department to eliminate on-street parking on the south side of Government Road from Lebel Avenue to Prospect Avenue. This recommendation resulted from snow accumulation and the road becoming too narrow for larger trucks. As an alternative suggestion, Council was presented with the option of removing snow from the street more regularly. However, due to the costs associated with each snow removal (\$18,000), it was not approved. This proposed modification was posted on social media for comment, and sent directly to the Chamber of Commerce to ensure adequate consultation was achieved. The responses received were predominantly in favour of the restriction of parking, or support for the street to be maintained more regularly. Council decided to restrict the parking as it was a more affordable option.

A meeting was held on March 9, 2020 with four downtown business owners who expressed concern that the restricted parking has reduced their sales dramatically. Two business owners were specifically concerned about shutting their doors if Council doesn't repeal the By-law within days.

In response, staff continue to recognize that there is a safety concern when travelling on Government Road during the winter months. Should Council repeal the By-law that restricts parking on the south side of Government Road, more regular snow removal will be required in the future. To better the costs to achieve this level of service, the General Manager of Public Works has provided the following breakdown:

Removal of Snow from Woods to Duncan on Government Road			
Equipment	Hours	Cost/Hour	Total
Loader	10	\$147.91	\$1,479.10
Hired Trucks	20	\$84.62	\$1,692.40
Owned Trucks	10	\$120.00	\$1,200.00
Labour	5	\$75.00	\$1,875.00
TOTAL			\$6,246.10*

*This cost does not include the cost of a supervisor or applicable taxes.

In summary, it would cost the municipality an additional \$6,300 each time it snows if Council were to implement this increase in service level. Since there is no intent to hire additional staff to complete this task, there are repercussions to the existing winter maintenance that the public may notice. Depending on the number of times it snows, and the amount of snow falling, some areas may experience higher snowbanks before staff is able to have them removed.

Another option would be to eliminate the parking restrictions on the south side from the staircase across from Subway to the intersection of Government Road and Lebel Avenue. This would allow for 2 - 3 additional parking spots with the loading zone. It would assist with low parking in this area; however, still maintain the purpose of the restriction; to eliminate parking at the narrowest part of Government Road (by the stairwell).

Budget Implications

There are budget implications associated with these requests.

Pay-and-display parking units will cost the municipality approximately \$300,000 to implement with a \$65/unit/month (\$15,600 annually) operating cost to keep them active. This is the most efficient method of enforcing time restrictions on parking.

In order to eliminate the parking restrictions on Government Road, the additional snow removal will cost the taxpayers an additional \$6,500 per occurrence.

Other Departments Consulted and Affected

Public Works
Treasury

Attachments

N/A

INQUIRY REPORT

FOR THE TOWN OF KIRKLAND LAKE

RE: COUNCILLOR ADAMS



*Office of the Integrity
Commissioner*

Prepared By:

Peggy Young-Lovelace
E4m Investigator/Consultant

PREAMBLE

Expertise 4 Municipalities (“E4m”) was appointed as the Integrity Commissioner for the Corporation of the Town of Kirkland Lake (the “Town”) by by-law number 19-028.

As the Integrity Commissioner, E4m is a statutory officer of the Town. The Integrity Commissioner reports to Council and is responsible for independently performing functions assigned to them by the Town. Pursuant to section 223.3(6), the Town must indemnify and save harmless the Integrity Commissioner or any person under their instructions for costs reasonably incurred by either in connection with the defence of certain proceedings.

E4m has been appointed by the Town as the Integrity Commissioner for all functions set out in section 223.3(1) of the *Municipal Act 2001*, and E4m is responsible for conducting inquiries into whether a member has contravened the Code of Conduct pursuant to section 223.4(1) or contravened sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* pursuant to section 223.4.1 (1).

The *Municipal Act, 2001*, awards the Integrity Commissioner a number of powers that the Integrity Commissioner can exercise while conducting Code of Conduct and *Municipal Conflict of Interest Act* inquiries. Specifically, subsections 223.4 (3) and 223.4.1(10) provide that “the municipality and its local boards shall give the [Integrity] Commissioner such information as the [Integrity] Commissioner believes to be necessary for an inquiry.” Moreover, subsection 223.4(4) and 223.4.1(11) provide that the Integrity Commissioner is “entitled to have free access to all books, accounts, financial records, electronic data processing records, reports, files and all other papers things or property belonging to or use by the municipality or a local board that the Commissioner believes to be necessary for an inquiry.”

In addition to the statutory requirements for an inquiry under the *Municipal Act, 2001*, Integrity Commissioner inquiries are governed by the Integrity Commissioner Inquiry Protocol which was adopted by Council. Pursuant to section 3.4 of the Integrity Commissioner Inquiry Protocol, in performing his or her duties, the Integrity Commissioner may engage outside assistance or consult with the Town’s legal counsel.

The Town’s legal counsel is employed by the Town. The *Rules of Professional Conduct* provide that notwithstanding the fact that instructions may be received from an agent for an organization, when the lawyer is employed by an organization, including a corporation, in exercising the lawyer’s duties and providing professional services, the lawyer shall act for the organization. An incorporated organization has a legal personality distinct from its members, agents, councillors or employees. As such, when the Integrity Commissioner consults with the Town’s legal counsel pursuant to section 3.4 of the Integrity Commissioner’s protocol, the Integrity Commissioner providing instructions as a statutory officer of the Town and the Town’s legal counsel is acting to ensure that the Town’s interests are served and protected.

I. EXECUTIVE SUMMARY

[1] These reasons relate to a request for an inquiry under section 223.4.1 of the *Municipal Act, 2001*, (the “*Municipal Act*”) about Patrick Adams (“Councillor Adams”), an elected member of the Council for the Corporation of the Town of Kirkland Lake (the “Town”) and specifically whether he had a prohibited Conflict of Interest.

Overview

[2] The basis of this application was that Councillor Adams submitted a notice of motion to the June 11, 2019, Council requesting a service review of the operation of Heritage North, the Town’s conference centre.

[3] The motion was heard by Council on June 18, 2019, and Councillor Adams was noted to move the motion and participated in the debate of Council. The motion was not passed as the service review had already been done. Essentially Councillor Adams’ request was for Council to direct staff to complete a service review of Heritage North and provide options for different uses of the municipally run facility.

[4] A request for inquiry was received June 27, 2019. Our investigation was completed December 18, 2019. This document is our inquiry report.

[5] Councillor Adams is a member of the Kirkland Lake Curling Club (the “Curling Club”) which provides similar services to those offered by Heritage North. Both facilities offer hall rentals for meetings, weddings and other social functions.

[6] Kirkland Lake Gold is the sponsor of the Curling Club. The name of the facility has been changed to Kirkland Lake Gold Curling Centre.

[7] Councillor Adams is employed by Kirkland Lake Gold.

[8] We find that Councillor Adams did not have a pecuniary interest under section 2 of the *Municipal Conflict of Interest Act* (hereinafter the “*MCI*A”) when he brought a notice of motion and subsequent motion requesting Council direct staff to undertake a service review of Heritage North.

[9] We do find that Councillor Adams’ action in bringing the notice of motion and the subsequent motion forward to Council did contravene the Town’s Code of Conduct.

[10] Our findings do not support that Councillor Adams acted out of malice and so we recommend no sanction in this matter. We do recommend that Councillor Adams, as well as the other members of Council receive further training on their obligations under the Code of Conduct and the *MCI*A. As well, we recommend that Council receive leadership and team building training.

II. LEGISLATIVE FRAMEWORK

[11] Under section 223.4.1(2) of the *Municipal Act*, an elector or a person demonstrably acting in the public interest may apply in writing to the Integrity Commissioner for an inquiry to be carried out concerning an alleged contravention of section 5, 5.1, 5.2 of the *MCIA* by a member of council or a member of a local board.

[12] Sections 5 and 5.1 of the *MCIA* provide as follows:

5 (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the council or local board at which the matter is the subject of consideration, the member,

(a) shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;

(b) shall not take part in the discussion of, or vote on any question in respect of the matter; and

(c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question. R.S.O. 1990, c. M.50, s. 5 (1).

...

Written statement re disclosure

5.1 At a meeting at which a member discloses an interest under section 5, or as soon as possible afterwards, the member shall file a written statement of the interest and its general nature with the clerk of the municipality or the secretary of the committee or local board, as the case may be. 2017, c. 10, Sched. 3, s. 4.

[13] When a matter is referred to the Integrity Commissioner, we are required to conduct an inquiry and, upon completion of the inquiry, should we find a breach of the *MCIA* has occurred, we may apply to a judge under section 8 of the *MCIA* for a determination as to whether the member has contravened section 5, 5.1, or 5.2 of the *MCIA*. We must publish reasons as to whether we intend to apply to a judge under section 8 of the *MCIA*. These are those reasons.

III. THE REQUEST

[14] On June 27, 2019, we received an application for inquiry (hereinafter the "Application") from two electors under the *MCIA* who therefore are entitled to make an application for an inquiry under section 223.4.1 of the *Municipal Act*. The applicants declared that the

application has been made within six weeks of them becoming aware of the alleged contravention (indeed it was made nine (9) days after the event).

- [15] The Application alleges that Councillor Adams has contravened section 5.1 of the *MCI/A* when he brought a notice of motion [June 11, 2019] and motion [June 18, 2019] forward requesting Council direct staff to undertake a service review of Heritage North a Town owned/operated conference centre.

IV. THE INQUIRY PROCESS

- [16] Upon receipt of the Applications, we followed the inquiry process as set out in the Integrity Commissioner Inquiry Protocol. We completed an initial review of the complaint and determined that there were sufficient grounds to conduct an inquiry into the matter.
- [17] During the inquiry, an E4m investigator interviewed the applicants [July 10, 2019] and Councillor Adams [August 14, 2019].

V. THE FACTS

- [18] The basis for the Application is that Councillor Adams made it known on June 11, 2019, that he was bringing a motion to Council for consideration at their June 18, 2019, meeting. His motion requested that Council direct staff to “*complete a service review of Heritage North and provide options for the different uses of Heritage North*”.
- [19] The Applicants reported that Councillor Adams had a pecuniary interest and should not have brought the matter forward. They reported that Councillor Adams was a member of the Kirkland Lake Curling Club and that he was employed by Kirkland Lake Gold. Councillor Adams declared a pecuniary interest in a matter involving the Curling Club on March 5, 2019, and again on April 16, 2019. On January 29, 2019, Councillor Adams declared a conflict with a matter that his employer, Kirkland Lake Gold, had before Council [Kirkland Lake Gold Expansion Project].
- [20] It was further reported by the Applicants that they believed Councillor Adams was asking Council to sell Heritage North which in their mind financially benefited the body [the Curling Club] Councillor Adams is a member of which they felt was a contravention of the *Municipal Conflict of Interest Act*.
- [21] Heritage North is a conference centre owned and operated by the Town.
- [22] The Curling Club is separate from the Town. The Curling Club operates the KL Gold Curling Centre which has hall space (the “Hall”) for use by members and non-members for a fee.

[23] The Curling Club website states the following with respect to the Hall:

“Our hall is fully licensed with bar, perfect for Christmas parties, wedding receptions, stag and does, birthday parties and many other social events. We offer a full kitchen for use,”

[24] Kirkland Lake Gold is a major sponsor of the Curling Club [as per the Curling Club website]. The Curling Club advised that they no longer rent out the Hall. An arrangement has been made with Kirkland Lake Gold which requires the Curling Club to provide the Hall on an as needed basis and often with little to no advanced notice. This makes it problematic for the Curling Club to continue to rent the Hall for other purposes. This is relevant to this inquiry because the Curling Club has in essence ceased competing directly with the Heritage North facility.

[25] Kirkland Lake Gold did use the services of Heritage North until the company entered into an arrangement with the Curling Club.

[26] Councillor Adams prepared a report to Council dated June 16, 2019. The report outlined Council’s role pursuant to section 224 of the *Municipal Act*; provided information from the **Making Choices: A Guide to Service Delivery Review for Municipal Councillors and Senior Staff**; and proposed the following options/discussion:

“For Council to direct Staff to investigate alternative options of Heritage North including:

- Tendering out the operations of the Banquet Facility
- Moving municipal offices to Heritage North
- Sale of property
- Other income opportunities

For Council to direct staff to work with Strategy Corp to ensure an Operational Review of Heritage North is identified as a priority and have the recommendations for Heritage North be brought back for discussion once the Operational Review is complete.

[27] The report/recommendation was tabled and discussed at the June 18, 2019, meeting of Council.

[28] Councillor Adams did not disclose a pecuniary interest in the matter.

[29] Councillor Adams reported that he believes that Councillors *“have a duty as representatives of the Municipality to ensure the financial integrity [of the Municipality] and it was budget season..... so, [he] brought forward a report to Council to look at a service review of the municipality”*. When questioned, he specified Heritage North.

[30] When asked to explain why he was focused on Heritage North, Councillor Adams reported that the operation of a “banquet centre” is discretionary and while there are

other municipal facilities yielding annual deficits, he felt Heritage North does not have community benefits like a recreational facility.

- [31] Councillor Adams, when asked why the Applicants might think he had a pecuniary interest, claimed he was not sure. He further reported that he did not believe he had a conflict because *"it was so remote and so insignificant, [he] didn't believe it"*.
- [32] Council for the Corporation of the Town of Kirkland Lake approved and tendered a request for proposal (an "RFP") for a Corporate Operational Review. The review targeted all municipal operations and more importantly did not specifically exclude Heritage North. The RFP closed on March 15, 2019, and the contract was awarded to Strategy Corp.
- [33] The Operational Review of Heritage North proposed by Councillor Adams had already been contemplated by Council as per the deliverables of the RFP/contract with Strategy Corp. Of note is that Councillor Adams [in the discussion section of his report to Council] stated that staff should be directed by Council to work with Strategy Corp to ensure that Heritage North was identified as a priority.
- [34] It is clear that Councillor Adams was aware of the Operational Review being undertaken by Strategy Corp and further that Councillor Adams attempted to ensure that Heritage North was specifically considered as part of the review. The RFP generally included all municipal operations which would also include Heritage North.

VI. THE ISSUE

- [35] We considered whether Councillor Adams had a pecuniary interest when he requested Council consider an operational review of Heritage North.

VII. THE OPINION

- [36] The *MCIA* prohibits Councillors who have a pecuniary interest (direct, deemed or indirect) from attempting to influence in any way, whether before, during or after the meeting, the voting on any such question.

The primary issue we analyzed was whether Councillor Adams had a "pecuniary interest" in the matter he brought forward to Council. "Pecuniary Interest" is not defined in the *MCIA*, however the Courts have interpreted it to mean a financial interest or an interest related to or involving money. It does not matter whether the financial interest is positive or negative and when considering the existence of a "pecuniary interest", quantum also does not matter.

[37] The Courts have provided the following guidance with respect to what constitutes a “pecuniary interest”:

Pecuniary interest is not defined by the *MCIA*. Generally, it is a financial interest, an interest related to or involving money. A decision to buy, or offer to buy, property is demonstrative of a pecuniary interest.

Pecuniary interest is not defined in the *MCIA*, but it has been held to be a financial, monetary or economic interest; and it is not to be narrowly defined.

A pecuniary interest is a particular kind of interest. In *Edmonton (Town) v Purves*, Moshansky J. turns to the Shorter Oxford English Dictionary definition of “pecuniary” as “of, belonging to, or having relation to money”.

[38] In essence, the Courts look at whether a financial interest exists and whether it is direct (personal to Councillor Adams), deemed or indirect.

[39] Additionally, the Courts have stated that the pecuniary interest must have crystalized and that a Member cannot have an interest in something that might happen in the future. Justice Michael Penny in *Lorello v. Meffe* surveyed numerous *MCIA* decisions about future or contingent interests in examining whether a contingent interest constitutes a prohibited pecuniary interest pursuant to the *MCIA* and found”

“These authorities seem to establish that, in order to constitute a pecuniary interest, there must be something more than infrequent past business dealings or the possibility of future business. To have a conflict under s. 5 of the *MCIA*, there must be a pecuniary interest existing at the time of the vote. There must be an actual conflict or a reasonable assumption that the conflict will occur”.¹

[40] Based on the information before us, Councillor Adams does not have a direct pecuniary interest in the operation of Heritage North.

[41] Because he is a member of the “body”, Councillor Adams has an “indirect pecuniary interest” in any matter where the Curling Club has a pecuniary interest. Additionally, he has an indirect pecuniary interest in any matter his employer, Kirkland Lake Gold, has a pecuniary interest.²

[42] With respect to the matter before us, Councillor Adams has put a motion forward, petitioning Council, to consider undertaking an operational review of Heritage North. His request was broad in scope and focused on a study of the operation that may, or may not, cause some unknown future decision to be made by Council.

[43] Councillor Adams did not specify that he wanted Council to direct staff to study/consider the best way to close the facility or sell the facility or alter/change the services provided.

[1]

¹ *Lorello v. Meffe*, 2010 CarswellOnt 11195, 2010 ONSC 1976, 99 M.P.L.R. (4th) 107 (OntSCI) at Para 59.

² *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 s.2

He requested that Council direct staff to conduct an operational review considering closing, selling or changing services of Heritage North. To be clear, Councillor Adams did not request that Council make a decision that would directly affect the actual operation of Heritage North by either closing the operation, selling the facility and/or changing the services provided. Put differently, by the study alone, Heritage North would have no pecuniary interest in the motion.

- [44] Had Councillor Adams requested that Council close or sell or alter/change the services of Heritage North, he would have had an indirect pecuniary interest due to the fact that any of those actions would affect the pecuniary interests of the Curling Club and for Kirkland Lake Gold.
- [45] Neither the Curling Club, nor Kirkland Lake Gold have a pecuniary interest in the motion Councillor Adams put before Council at the June 18, 2019, meeting. Therefore, Councillor Adams does not have a pecuniary interest in the matter and has not contravened the *MCIA*.
- [46] Of concern, however, is the fact that Councillor Adams brought this motion forward after the Town had undertaken an RFP and contracted Strategy Corp to carry out a service review of the municipal operation which includes Heritage North.
- [47] When interviewed about their complaints, both Complainants reported being concerned with Councillor Adams' behavior. They stated that Councillor Adams brought this motion forward "out of the blue" and that he cited rules or policy that support his actions but that they believe in fact, that Councillor Adams is "breaking rules". Both Complainants reported that they believed Councillor Adams was motivated by his personal interest in the Curling Club and Kirkland Lake Gold when he brought forward the motion to have staff carry out a service review of the facility.
- [48] We find both Complainants credible. Councillor Adams did indeed bring such a motion forward [after Council already initiated such a review] which in their opinion was a breach of the *MCIA*. Their complaints while not a breach of the *MCIA*, are not frivolous or vexatious. They clearly believe that Councillor Adams did breach the *MCIA* and there is no provision in the *Municipal Act* for them to seek advice from the IC as to whether a breach of the *MCIA* has occurred prior to making a complaint.
- [49] What is clear from the complaints is that the Complainant's have concerns with Councillor Adams and how he works with the rest of Council. They both reported that as soon as the meeting had ended, where this motion was tabled, Councillor Adams made a statement to the media. It was reported that he is often quoted in the media.
- [50] Their complaints ought to have also been brought forward as code of conduct complaints.
- [51] The Code of Conduct states that "*No Member shall use the influence of his or her office for any purpose other than for the lawful exercise of his or her official duties and for municipal purposes*".

[52] By bringing forward a motion requesting a service review of the Town's operation of Heritage North and based on the evidence of the Complainants, Councillor Adams did use his influence as a member of Council to seek a service review of Heritage North that could directly benefit/impact the Curling Club and ostensibly have a financial impact on his employer.

[53] Regardless of the result of the service review, there could be an impact [possibly financial] for the Curling Club and Kirkland Lake Gold. One of the outcomes could be that the facility be closed and retrofitted to be an apartment complex which would benefit the Curling Club because they would not be in competition with the Town for Kirkland Lake Gold's use of their facility. Another possible outcome could be that the Town seeks an "exclusivity" agreement with Kirkland Lake Gold that is competitive with the current Curling Club deal.

[54] Councillor Adams reported that his request was simply an action in keeping with his obligations under section 224 of the *Municipal Act*. While we find Councillor Adams reasonably credible, we are concerned that:

- a) His request appears to contemplate a future benefit to the Curling Club and possibly his employer, Kirkland Lake Gold [we considered potential outcomes, in addition to what has been mentioned, based on the list of considerations he requested be carried out in the review and determined that both parties would have a pecuniary interest in any future decision of Council arising from the study];
- b) The timing of the request is highly suspect since he had opportunity to address the matter during the budget process and/or when the RFP terms of reference were adopted by Council [we are concerned that after the RFP was issued, Councillor Adams brought the matter forward]; and
- c) There are other discretionary services that the Municipality offers that operate with an annual deficit and were not part of the motion put forward by Councillor Adams. When questioned about this, Councillor Adams reported that the other services have a community benefit. However, it was reported that the museum also has similar financial hardships but was not on Councillor Adams' motion.

[55] The Code of Conduct also provides that "*Members will respect the decision-making process. Members will attempt to accurately and adequately communicate the attitudes and decisions of Council, even if they disagree with a majority decision of Council*".

[56] Council had already voted on undertaking an RFP and entering into a contract with Strategy Corp. Councillor Adams in bringing his motion forward for the staff to work with Strategy Corp on a service review of Heritage North is redundant and does not support a previous decision of Council. In fact, Councillor Adams' motion openly focuses on a single aspect of the municipal operation and not the overall review Council was seeking.

[57] Councillor Adams reported "*we have a duty as representatives of the Municipality to ensure the financial integrity [of the municipality] and it was budget season.*" It is evident that Councillor Adam's action, had Council approved the motion to conduct the service review of Heritage North, would have duplicated cost to the Municipality unnecessarily,

since a full operational review was already approved by Council and underway at the time Councillor Adams brought forward his motion. This demonstrates the need for Councillors to be aware of previous decisions and ongoing projects and to consider the impact of new initiatives. This is a perfect example of a situation where Councillor Adams should have sought advice from senior staff who would have been in a position to advise him of the redundancy of his motion.

[58] We did not review the Town's policy with respect to who can speak to the media. This is not typically the role of an individual councillor, but usually falls to the Head of Council. Councillors, unless directed in a policy or by a resolution do not have the authority to speak on behalf of Council. Any member of Council speaking to the media must clearly identify that they are providing their own opinion if they have not been given direction from Council as a whole. Further, individual members of Council are required by the Code of Conduct to support the decisions that have been properly made by Council. Speaking to the media in a manner that does not support an existing Council decision is not consistent with the Code of Conduct and places them at risk of being the subject of a Code of Conduct inquiry.

VIII. CONCLUSION

[59] It is our opinion that Councillor Adams did not have a pecuniary interest when he brought a notice of motion to request Council consider an operational review of Heritage North. As such, he was not required to complete a disclosure statement under section 5.1. of the *MCIA*. We will not be applying to a judge under section 8 of the *MCIA* for a determination as to whether Councillor Adams has contravened section 5.1 of the *MCIA*.

[60] In our opinion Councillor Adams has acted contrary to the Town's Code of Conduct.

[61] One of the principles of the Town's Code of Conduct states that "*Members must be committed to performing their functions with integrity, avoiding the improper use of the influence of their office, and conflicts of interest, both real and perceived;*". A reasonable person could consider the action of Councillor Adams [in bringing forward the report and motion] is a perceived conflict and contrary to the quoted principle. It is through this lens that we conclude that Councillor Adams has contravened the Code of Conduct.

[62] Section 6.2 of the Town's Code of Conduct requires Members to uphold/support decisions of Council even if they disagree. By bringing forward a motion to have Council direct staff to undertake a service review of Heritage North, in light of the fact Council had already directed that an RFP, and subsequent contract be entered into, for the review of the Town's overall operation, Councillor Adams has acted contrary to this provision of the code.

[63] We do not recommend that Council sanction Councillor Adams, but rather recommend that Councillor Adams and all members of Council receive further training on their obligations under the Code of Conduct and the *MCIA*.

[64] Further we recommend that Council:

- a. Prepare a Council Term Plan;
- b. Receive leadership as well as team building training; and
- c. Review/revise their media communications policy.

DATED February 19, 2020

Inquiry Report for the Town of Kirkland Lake

RE: Councillor Adams

RESPONSE

I would like to start the response to the Integrity Commissioners Inquiry Report RE: Councillor Adams with the defining of an Organizational Review, Operational Review, and a Service Review. These definitions are provided by Strategy Corp in their report on its Operational Review of the Municipality of Brocton.

Organizational Reviews Typically seek to align organizational resources to deliver services in a more efficient and effective manner, generally through focusing on organizational structure and departmental optimization to facilitate improved outcomes.

Operational Reviews Typically seek to align organizational practices & processes to deliver services in a more efficient and effective manner. Operational reviews typically include a focus on organizational policies, practices and internal work flow processes to facilitate improved outcomes.

Service Delivery Reviews Typically seek to identify opportunities to deliver municipal services in a new manner or at a different level to achieve greater efficiencies or effectiveness. Unlike organizational and operational reviews, service delivery reviews take an outsider's perspective to the organization, focusing on the service delivery outcomes and whether services are meeting demand appropriately.

I would like to take this opportunity to defend some of the points within the Integrity Commissioner's report.

- 1) In Paragraph [3] the report states - *The motion was not passed as the service review had already been done. Essentially Councillor Adams' request was for Council to direct staff to complete a service review of Heritage North and provide options for different uses of the municipally run facility.*

This statement is incorrect as Strategy Corp had the contract to complete an Operational, Organizational and Strategic review. A Service Review for the town or more specifically Heritage North, was not a component of Strategy Corp's RFP.

- 2) In Paragraph [34] the report states - *It is clear that Councillor Adams was aware of the Operational Review being undertaken by Strategy Corp and further that Councillor Adams*

attempted to ensure that Heritage North was specifically considered as part of the review. The RFP generally included all municipal operations which would also include Heritage North.

At the February 5th meeting of Council where awarding the contract to Strategy Corp was proposed by the Interim CAO, I specifically requested what kind of review are we completing as what is proposed falls on 2 different definitions of Reviews. The response was that the Town of Kirkland Lake would be completing a “Strategic, Operational, and Organization review” of the Town of Kirkland Lake. With the expansion of the scope of review, and the need to have the review voted on and completed quickly, I felt it was important to propose that Heritage North not be lost within the larger scope of the project.

- 3) In Paragraph [35] the report states - *We considered whether Councillor Adams had a pecuniary interest when he requested Council consider an operational review of Heritage North.*

This statement is incorrect as a request for a Service Review of Heritage North was the recommendation and notice of motion being debated.

- 4) In Paragraph [42] the report states - *With respect to the matter before us, Councillor Adams has put a motion forward, petitioning Council, to consider undertaking an operational review of Heritage North. His request was broad in scope and focused on a study of the operation that may, or may not, cause some unknown future decision to be made by Council.*

This statement is incorrect as I had put a motion forward requesting a Service Review of Heritage North.

- 5) In Paragraph [43] the report states - *Councillor Adams did not specify that he wanted Council to direct staff to study/consider the best way to close the facility or sell the facility or alter/change the services provided. He requested that Council direct staff to conduct an operational review considering closing, selling or changing services of Heritage North. To be clear, Councillor Adams did not request that Council make a decision that would directly affect the actual operation of Heritage North by either closing the operation, selling the facility and/or changing the services provided. Put differently, by the study alone, Heritage North would have no pecuniary interest in the motion.*

The following statement within paragraph [43] states - *He requested that Council direct staff to conduct an operational review considering closing, selling or changing services of Heritage North.* Again, the request was for a Service Review not an Operational Review. These two types of reviews are extremely different in their undertaking and an Operational Review would not undertake investigating different options for Service Delivery.

- 6) In Paragraph [46] the report states - *Of concern, however, is the fact that Councillor Adams brought this motion forward after the Town had undertaken an RFP and contracted Strategy Corp to carry out a service review of the municipal operation which includes Heritage North.*

This statement is incorrect, as the RFP with Strategy Corp did not include a Service Review.

- 7) In Paragraph [48] the report states - *We find both Complainants credible. Councillor Adams did indeed bring such a motion forward [after Council already initiated such a review] which in their opinion was a breach of the MCIA. Their complaints while not a breach of the MCIA, are not frivolous or vexatious. They clearly believe that Councillor Adams did breach the MCIA and there is no provision in the Municipal Act for them to seek advice from the IC as to whether a breach of the MCIA has occurred prior to making a complaint.*

The following statement is incorrect. *Councillor Adams did indeed bring such a motion forward [after Council already initiated such a review] which in their opinion was a breach of the MCIA.* Council did not already initiate a Service Review. Council had already initiated an Operational, Organizational and Strategic Review with Strategy Corp, which did not include a Service Review of the municipalities' services.

- 8) In Paragraph [56] the report states - *Council had already voted on undertaking an RFP and entering into a contract with Strategy Corp. Councillor Adams in bringing his motion forward for the staff to work with Strategy Corp on a service review of Heritage North is redundant and does not support a previous decision of Council. In fact, Councillor Adams' motion openly focuses on a single aspect of the municipal operation and not the overall review Council was seeking.*

This statement is incorrect. Staff was not directed to work with Strategy Corp to complete a service review of Heritage North in the motion brought forward to council. The notice of motion was for a service review to be completed by staff. An option for discussion was to have Heritage North a priority of the operational review by Strategy Corp.

- 9) In Paragraph [57] the report states - *Councillor Adams reported "we have a duty as representatives of the Municipality to ensure the financial integrity [of the municipality] and it was budget season." It is evident that Councillor Adam's action, had Council approved the motion to conduct the service review of Heritage North, would have duplicated cost to the Municipality unnecessarily, since a full operational review was already approved by Council and underway at the time Councillor Adams brought forward his motion. This demonstrates the need for Councillors to be aware of previous decisions and ongoing projects and to consider the impact of new initiatives. This is a perfect example of a situation where Councillor Adams should have sought advice from senior staff who would have been in a position to advise him of the redundancy of his motion.*

This statement is incorrect. I would disagree that there would be a duplicate cost to the municipality, as the two types of reviews are different (as defined above). In fact, the completed

Strategy Corp Review has recommended that a service review of Heritage North be undertaken as undertaking what services it provides was beyond the scope of the RFP which did not include a service review.

- 10) In Paragraph [59] the report states - *It is our opinion that Councillor Adams did not have a pecuniary interest when he brought a notice of motion to request Council consider an operational review of Heritage North. As such, he was not required to complete a disclosure statement under section 5.1. of the MCIA. We will not be applying to a judge under section 8 of the MCIA for a determination as to whether Councillor Adams has contravened section 5.1 of the MCIA.*

This statement is incorrect as a notice of motion was brought forward requesting a service review of Heritage North, not an operational review.

- 11) In Paragraph [62] the report states - *Section 6.2 of the Town's Code of Conduct requires Members to uphold/support decisions of Council even if they disagree. By bringing forward a motion to have Council direct staff to undertake a service review of Heritage North, in light of the fact Council had already directed that an RFP, and subsequent contract be entered into, for the review of the Town's overall operation, Councillor Adams has acted contrary to this provision of the code.*

I do not feel that I acted contrary to the code. My notice of motion was for a different review than the one being sought. In the time of completion of this investigation report, council has directed staff to apply for available government funding for an in depth service delivery review of the municipality's services as recommended by Strategy Corp before the Operational, Organizational, and Strategic Review was completed.

There is a clear misunderstanding of the differences between Service Review, Operational Review, and Organizational Review within this report. I ask that my fellow councillors reject the report as it is our duty to make fact-based decisions. Though the complainants stated that "*he cited rules or policy that support his actions*" in bringing the motion forward, I would like to clarify that it was the Municipal Act Section 224 Role of council that was quoted. This section defines what councillors are responsible for and helps guide us in making decisions that best represent our municipality.

Thanks,

Patrick Adams

March 20th 2020.



REPORT TO COUNCIL

Meeting Date: 3/24/2020	Report Number: 2020-PW-003
Decision Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Direction Only	Priority: <input checked="" type="checkbox"/> High <input type="checkbox"/> Low
	Type of Meeting: <input checked="" type="checkbox"/> Open <input type="checkbox"/> Closed
Presented by: Michel Riberdy	Department: Water Works

Report Title

Comfort Street Pumping Station – 140HP Standby Sewage Pump

Recommendations

BE IT RESOLVED THAT Report Number 2020-PW-003 entitled “**Comfort Street Pumping Station – 140HP Standby Sewage Pump**”, be received,

THAT staff be directed to proceed with **Option 2 – N Impeller** for the repairs of the 140HP Standby Sewage Pump as provided for in the cost estimate from Xylem Water Solutions’, and

THAT the monies in the amount of \$38,821.00 plus a 10% contingency not to exceed \$42,703.10 required to fund these repairs be allocated from the Wastewater Capital Projects Reserve Fund.

Budget Implications

The budget implication to rebuild the sewage pump is estimated to be \$38,821.00 plus non-refundable HST and applicable delivery charges to site. The estimate provided is based on the initial inspection of the sewage pump and the final cost may change if additional parts and labour are required.

Background

One of the 140HP sewage pumps in operation has failed at the Comfort Street Pumping Station and had to be replaced with the standby pump. It was observed that the failed sewage pump impeller and casing were badly worn due to the nature of the sewage content passing through the system.

Ontario Clean Water Agency staff mentioned that the sewage pumps constantly clog up with rags and other items that shouldn’t be flushed through the sewage system.

Furthermore, it was highly suggested that the pump should be upgraded with an N - impeller. This should significantly reduce, if not eliminate, clogging issues with rags and other fibrous materials. The N - impeller has a better ability to grind down debris. The cost of the impeller upgrade is in the range of \$8,000.

The sewage pump was sent to Xylem Water Solutions in Sudbury for inspection and recommendation of the repairs required. The sewage pump was dismantled at the shop and Xylem personnel compiled a list of parts required to rebuild the pump. Two options were presented in the estimate with the cost of purchasing a new pump. Please refer to the Attachment 1 for pricing. The Flygt pumps are a sole source due to the pump saddle and characteristics without rehabilitating the pump base and other components.

It is mission crucial to have a standby sewage pump available at all times to maintain the effective and efficient operation of the pumping station to comply with MECP guidelines and regulations. Furthermore, in the next couple of weeks, all pumps will be operating at full capacity due to spring time flows (i.e. inflow, infiltration and spring runoff).

Options / Discussions

Council may choose one of the alternatives listed below:

1. Option 1 – stay with C impeller at a cost of \$30,479.00 + non-refundable HST
2. Option 2 – Purchase a new pump at a cost of \$68,892.00 + non-refundable HST

Other Departments Consulted and Affected

Ontario Clean Water Agency

Attachments

Attachment 1 - Xylem service estimates document.

Service Estimate

Date: 2020/01/10

Estimate #: R19-36-0555

Customer Information

Customer Name: ONTARIO CLN WTR AGCY Account #: 509247
Address: Telephone (1): 1 5/19 748414
31 STATION RD N Fax(1):
ON P2N 3J KIRKLAND L Telephone (2):
Email: PO: ?

Product Identification

Product Number: **C 3306.675-0044 140HP** Serial Number: **3306.675-1361158**

Attention to: ANTHONY DANIS

The equipment listed below has been estimated for service. If you would like to proceed, please sign and date the estimate, and return it by email or fax.

If no authorization is received within the validity period of this estimate, the equipment will be returned dismantled, "collect", and a repair estimate service charge will apply.

THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION. THE FINAL PRICE IS SUBJECT TO CHANGE IF ADDITIONAL PARTS & LABOUR ARE REQUIRED. YOU WILL BE ADVISED OF ANY CHANGES.

Parts, Labour and Other Charges

OPTION 1 – STAY WITH C IMPELLER

Qty	Part No	Description
1	83 05 94	O RINGS KIT
1	13-51 16 16	JUNCTION BOX LABEL FOR EX PRODUCT MODI-FIED TO NON EX
2	613 73 00	LEAD THROUGH UNIT
1	681 13 00	LEAD THROUGH UNIT
1	82 46 33	ROLLER BEARING
1	13-56 01 20	REWOUND STATOR 35-45-6A PART#0000006109904X INCLUDES REVOVAL & INSTALLATION
1	617 99 02	SEAL MECHANICAL
1	726 18 00	SEAL MECHANICAL
1	83 57 25	SUPPORT GRIP
21	94 08 94	CABLE SUBCAB 12 COND. X 1.5MM2
2	84 18 05	SLEEVE /CABLE ENTRY (29)-32MM
4	82 42 72	WASHER 34.5 X 52 X 2
21	94 19 86	CABLE SUBCAB 3X70+2G35/2+S(2X0.5)OD = 38.0-41.0 MM
2	84 19 34	SEAL SLEEVE
4	82 43 10	WASHER
2	83 53 70	TERMINAL BLOCK
2	94 17 40	CABLE
1	518 89 02	DETECTOR LEAKAGE
1	544 46 02	COMPRESSION SPRING
1	648 55 00	DETECTOR UNIT
2	809 35 00	PLUG,SS
1	558 15 00	WASHER
6	520 08 00	PLUG

Date: 2020/01/10 Estimate # R19-36-0555

Customer Name: ONTARIO CLN WTR AGCY

6	83 38 02	COMPRESSION SPRING
2	84 19 33	SLEEVE /CABLE ENTRY DIA=39, L=33
1	84 59 12	IMPELLER LOCK ASSY.
1	83 21 33	IS KIT
4	82 00 73	ALLEN SCREW M12X50
4	82 50 17	LOCK WASHER,M12-2343 -HV300(2=1PAIR)
1	83 36 16	BALL BEARING
1	664 33 00	ROLLER BEARING UNIT
1	314 88 10	WEAR RING
1	345 25 19	WEAR RING
1	13-56 00 34	ADDITIONAL CHARGES
1	13-56 00 31A	ENVIRONMENTAL DISPOSAL PER PUMP WORK ORDER
1	13-56 00 36	TEST TANK CHARGES
1	13-56 02 49	MATERIAL HANDLING FE
6	13-56 00 39B	OIL, WHITE IMPERIAL (PER L) FOR SHOP REPAIR ONLY
1	13-56 00 37F	DRYING,OVEN 3300 AND LARGER
1	13-56 00 38F	OXYGEN/ACETYLENE 3300 & LARGER

Qty	Part No	Description
30	13-56 00 60A	LABOUR,SUDBURY (TP)+ SUDBURY (PER HR)

Total Price
\$30,479.00

Date: 2020/01/10 Estimate # R19-36-0555

Customer Name: ONTARIO CLN WTR AGCY

OPTION 2 – N IMPELLER (benefits explained in the comments)

Qty	Part No	Description
1	83 05 94	O RINGS KIT
1	13-51 16 16	JUNCTION BOX LABEL FOR EX PRODUCT MODI-FIED TO NON EX
2	613 73 00	LEAD THROUGH UNIT
1	681 13 00	LEAD THROUGH UNIT
1	82 46 33	ROLLER BEARING
1	13-56 01 20	REWOUND STATOR 35-45-6A PART#0000006109904X INCLUDES REVOVAL & INSTALLATION
1	617 99 02	SEAL MECHANICAL
1	726 18 00	SEAL MECHANICAL
1	83 57 25	SUPPORT GRIP
21	94 08 94	CABLE SUBCAB 12 COND. X 1.5MM2
2	84 18 05	SLEEVE /CABLE ENTRY (29)-32MM
4	82 42 72	WASHER 34.5 X 52 X 2
21	94 19 86	CABLE SUBCAB 3X70+2G35/2+S(2X0.5)OD = 38.0-41.0 MM
2	84 19 34	SEAL SLEEVE
4	82 43 10	WASHER
2	83 53 70	TERMINAL BLOCK
2	94 17 40	CABLE
1	518 89 02	DETECTOR LEAKAGE
1	544 46 02	COMPRESSION SPRING
1	648 55 00	DETECTOR UNIT
2	809 35 00	PLUG,SS
1	558 15 00	WASHER
6	520 08 00	PLUG
6	83 38 02	COMPRESSION SPRING
2	84 19 33	SLEEVE /CABLE ENTRY DIA=39, L=33
1	84 59 12	IMPELLER LOCK ASSY.
1	83 21 33	IS KIT
4	82 00 73	ALLEN SCREW M12X50
4	82 50 17	LOCK WASHER,M12-2343 -HV300(2=1PAIR)
1	610 86 01	BEARING COVER
1	83 36 65	BALL BEARING
1	83 57 59	ROLLER BEARING
1	554 43 00	PLAIN WASHER
1	680 94 00	INSERT RING
4	83 02 66	HEX.SOCKET HD SCREW
4	82 38 00	PLAIN WASHER
1	82 74 13	O RING
3	690 84 02	SUPPORTING RING
3	690 84 03	SUPPORTING RING
1	83 04 78	HEX.SOCKET HD SCREW
1	82 38 01	PLAIN WASHER
1	82 79 30	O-RING
1	708 47 13	IMPELLER UNIT
1	13-56 00 34	ADDITIONAL CHARGES
1	13-56 00 31A	ENVIRONMENTAL DISPOSAL PER PUMP WORK ORDER
1	13-56 00 36	TEST TANK CHARGES
1	13-56 02 49	MATERIAL HANDLING FE
6	13-56 00 39B	OIL, WHITE IMPERIAL (PER L) FOR SHOP REPAIR ONLY
1	13-56 00 37F	DRYING,OVEN 3300 AND LARGER
1	13-56 00 38F	OXYGEN/ACETYLENE 3300 & LARGER

Date: 2020/01/10 Estimate # R19-36-0555

Customer Name: ONTARIO CLN WTR AGCY

Qty	Part No	Description
30	13-56 00 60A	LABOUR,SUDBURY (TP)+ SUDBURY (PER HR)

Total Price

\$38,821.00

Date: 2020/01/10 Estimate # R19-36-0555
 Customer Name: ONTARIO CLN WTR AGCY

Estimated Replacement Cost – List Price

Product Number	Description	Price	Lead Time (Weeks)
3306.000-ZZZZ		\$68,892.00	

Comments

EX-PROOF PUMP - CUSTOMER WISHES TO DE-CLASSIFY
 OBTAIN WRITTEN CONFIRMATION FROM CUSTOMER

Cables pulled out of cable entry, water contamination. Cables cut back and wet, replace cables. Monitoring cable to be replaced by 12-lead as was done with last pump from this site. Connection housing soaked, several components need replacing including FLS, lead-through, terminal block. Stator meggering straight to ground. Inspection full of water, stator housing sensor terminal block damaged. Main bearing temperature sensor damaged by oil/water mixture, replace. Oil housing contaminated. Both seals failed, replace. Bearings washed out, replace. Customer has complained of rag clogging so I highly suggest upgrading to an N-impeller at this time. This should significantly reduce, if not eliminate, clogging issues associated with rags and other fibrous materials. The benefit of upgrading at this time is the seals and bearings need replacing no matter what, and to upgrade to N-impeller these would need to be swapped anyhow. The two options are split into two separate blocks on the estimate, with the N-impeller costing around \$8000 more.

Business Terms

Comments and Exceptions The delivery quoted is based on the parts availability at the time of quotation. Parts availability is subject to change without notice.
 Taxes: ALL TAXES ARE EXTRA AND NOT INCLUDED IN THE ABOVE PRICES.

Sincerely,

Natalie Reid
 Agent, Sales & Administration
 Xylem Water Solutions
 O: 705-560-2141 M:
 natalie.reid@xyleminc.com

Brett Longhurst
 Pump & Service Mechanic
 Xylem Water Solutions
 O:
 brett.longhurst@xyleminc.com

Date: 2020/01/10 Estimate # R19-36-0555
Customer Name: ONTARIO CLN WTR AGCY

TERMS AND CONDITIONS OF SALE – NORTH AMERICA

1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Xylem Inc. that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are FCA; Origin (as defined in accordance with the latest version of Incoterms), and do not include transportation costs or charges relating to transportation unless otherwise specified. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice.

4. Taxes. The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

5. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

6. Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. All shipments will be made FCA; Origin, unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Upon delivery to the common carrier, title and the risk of loss for the material shall pass to Buyer. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order.

Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to the order and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

7. Warranty. For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless an alternate period of time is provided by law or is specified in the product documentation from Xylem (the "Warranty").

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty; provided, however, that under either option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced under the

Date: 2020/01/10

Estimate # R19-36-0555

Customer Name: ONTARIO CLN WTR AGCY

Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

8. Inspection. Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

9. Seller's Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

11. Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge." Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee.

Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or

Date: 2020/01/10 Estimate # R19-36-0555

Customer Name: ONTARIO CLN WTR AGCY

warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer to upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

19. Product Recalls. In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorised repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.

20. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SELLER'S OFFICE TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

21. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

22. Waiver. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

23. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

This quotation is hereby accepted on _____ day of _____ 20_____.

By:

Name of the Customer

Signature of the Customer

Customer PO#

Date: 2020/01/10 Estimate # R19-36-0555
Customer Name: ONTARIO CLN WTR AGCY



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 20-028

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWN OF KIRKLAND LAKE TO ENTER INTO AN AGREEMENT WITH THE UNITED STEELWORKERS LOCAL 2020

WHEREAS Section 10 (1) of the *Municipal Act*, S.O. 2001, Chapter 25, as amended, authorizes single-tier municipalities to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS Section 10 (2) (6) of the *Municipal Act*, S.O. 2001, Chapter 25, as amended, authorizes single-tier municipalities to pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS Council deems it advisable to enter into a Collective Agreement with the United Steelworkers Local 2020 (USW Local 2020) for the provision of volunteer firefighting services by the USW Local 2020 members;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kirkland Lake enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized to sign the attached Collective Agreement marked as Schedule "A" to this by-law and to affix thereto the corporate seal.
2. **THAT** this by-law comes into force upon passing of the Council of the Corporation of the Town of Kirkland Lake.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17TH DAY OF MARCH, 2020.

Pat Kiely, Mayor

Meagan Elliott, Clerk



Corporation of the Town of Kirkland Lake

And

United Steelworkers Local 2020
(Representing all Volunteer
Firefighters for the Corporation of the Town of
Kirkland Lake)

For the Period of:

February 5, 2020 to February 4, 2023



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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain a collective bargaining relationship between the Volunteer Firefighters for the Town of Kirkland Lake (hereinafter, the “Volunteers”), and the United Steelworkers Local 2020 (hereinafter, the “Union”), and to provide terms for conditions of their working relationship and settlement of grievances.
- 1.02 As a means to a safe and efficient operation, the parties agree to have an ongoing harmonious relationship by addressing any differences in an amicable and prompt manner, and to promote the health and safety of the Volunteers.
- 1.03 The parties recognize that the provisions contained herein shall be interpreted in accordance with the Ontario *Labour Relations Act*, the Ontario *Human Rights Code*, and any other applicable legislation.
- 1.04 The common goal is to contribute to the efficiency of operations and to offer a better service to the citizens of the Town of Kirkland Lake.
- 1.05 The Corporation of the Town of Kirkland Lake (hereinafter, the “Corporation”) and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by either of them with respect to any Volunteer by reason of age, race, creed, colour, place of national origin, political or religious affiliation, sex, marital status, or by reason of activity in the Union. Furthermore, the Corporation and the Union agree that their representatives and members will adhere to the provisions contained in the *Human Rights Code of Ontario*, as amended.

ARTICLE 2 – RECOGNITION

- 2.01 The Corporation recognizes the United Steelworkers as the sole bargaining agent for all Volunteer firefighters, as defined by the *Fire Protection and Prevention Act*, working with the Corporation of the Town of Kirkland Lake, save and except District Chiefs and those above the rank of District Chief.
- 2.02 Except in the measures accepted by each of the parties and with respect to the current practice regarding professional firefighters and the operation of the Kirkland Lake Fire Services, including mutual assistance between the municipalities and automatic aid, the jurisdiction of the agreement extends to

any duties normally performed by Volunteers in the bargaining unit, such duties will not be assigned to anyone outside that unit.

- 2.03 In this Agreement, the masculine includes the feminine, the singular includes the plural and vice versa, where applicable.
- 2.04 The phrase "working day(s)" when used in this Agreement shall exclude Saturdays, Sundays and days on which the Corporation's Administration Offices are closed.
- 2.05 The "Brigade" shall be known in this Agreement as the Kirkland Lake Volunteer Fire Brigade and shall work directly under the Fire Chief and his officers as an integral part of the Town of Kirkland Lake Fire Services.
- 2.06 A Volunteer must attend annually a minimum of 30% of all calls and 70% of all non-mandatory training, and 100% of mandatory training, to be a Volunteer in good standing.

Within 3 months of the execution of this Agreement, a joint committee shall meet to establish a framework to determine application and enforcement of this section, as well as to address the schedule for training. The joint committee shall consist of two (2) members from the Union and two (2) members from the Corporation. They shall meet at least every six (6) months to review the framework and the schedule. Both Parties must agree to any changes.

- 2.07 The Corporation shall run an on-going media campaign advising the public that Volunteers are an integral part of the Kirkland Lake Fire Services, and that they can be identified when green lights are flashing, which requires vehicles to pull over and to give them the right of way. The media campaign shall also recognize and thank the Volunteers for their work and ongoing contribution to the safety of residents and their contribution to the community. A permanent message shall be posted on the Corporation's website acknowledging the Brigade as a volunteer organization. The Brigade Secretary shall inform the Corporation of any ongoing good work in the community.

ARTICLE 3 - UNION SECURITY

- 3.01 Each Volunteer shall, as a condition of their Volunteer status, maintain their membership in the Union by paying the appropriate Union dues for the duration of the Agreement. This shall be done by the lump sum. Dues shall be remitted as per Article 3.02.

3.02 Volunteers will pay their Union initiation fees, dues, monies and assessments from the monthly lump sum honorarium paid by the Corporation. The amount of dues shall be calculated in accordance with the Union's Constitution. The dues remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station Toronto, Ontario, M5L 1K1, in such form as shall be directed by the Union to the Corporation along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

4.01 The Union acknowledges that the Corporation has the exclusive right to manage its affairs and operations and, without limiting the generality of the foregoing, the right to:

- a) maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the Volunteers;
- b) hire, retire, classify, direct, transfer, promote, demote, assign Volunteers to tasks, layoff, discipline, suspend or discharge Volunteers; to plan and control operations; to select and retrain Volunteers for positions excluded from the bargaining unit, provided the written consent of such Volunteer is first obtained; and to transfer Volunteers into the bargaining unit;
- c) generally, to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work.

4.02 The Corporation agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Agreement.

ARTICLE 5 - UNION REPRESENTATION

5.01 The Corporation acknowledges the right of the Union to appoint or otherwise select committees and stewards as follows:

One Unit President;
Two (2) Stewards.

Each steward can have a substitute who will be able to act as a regular steward only in cases where his regular steward is absent. The name of the Unit President and each of the Stewards shall be given to the Corporation in writing.

- 5.02 The dates and times of all meetings are determined by the Corporation after consultation with the Union and taking into account the obligations of the Union representatives with respect to their regular Corporation, as the case may be.
- 5.03 The Union Negotiating Committee will consist of not more than Two (2) members, one of which will be the Unit President. This will be subject to Local 2020 By-Laws and the numbers the Bargaining Unit has at the time of negotiations.
- 5.04 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal of this Agreement.
- 5.05 The Union Grievance Committee will consist of the Grievor, the Steward and/or the Unit President. The International Staff Representative or the Local President may also attend in person or via conference call.
- 5.06 A Labour/Management Committee will be recognized, consisting of a maximum of three (3) representatives of the Union and a maximum of three (3) representatives of the Corporation. The Committee will meet quarterly each year to discuss labour relations issues or problems other than Grievances and issues pertaining to the working relationships between the parties. It is understood that the function of the Labour/Management Committee will not conflict with the role of the Negotiating Committee.

ARTICLE 6 — STRIKES AND LOCKOUTS

- 6.01 The Union agrees that during the term of this Agreement and while negotiations for a further agreement are taking place, the Union shall not permit or encourage any strike, slowdown or stoppage of work and shall not otherwise restrict or interfere with the Corporation's operation through its members.
- 6.02 The Corporation agrees that during the term of this Agreement, and while negotiations for a further agreement are taking place, the Corporation shall not lock out any of the Volunteers.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 A grievance is defined to be any difference between the parties or between a Volunteer and the Corporation, relating to the interpretation, application or administration of this Agreement.
- 7.02 It is of the utmost importance to adjust grievances as quickly as possible. To be considered, a grievance must be presented within ten (10) days from when the circumstances giving rise to it occurred or originated. The time limit, in this Article may be extended by mutual written agreement. Saturdays, Sundays and Statutory Holidays are excluded from the time limits in this Article.

- Step 1 A Volunteer(s) or the designated Union Representation having a complaint should discuss it with the Fire Chief first, accompanied by his Union Steward or a Union Grievance Committee member. If no settlement is reached, the matter may be formalized as a grievance and dealt with as follows;
- Step 2 The grievance shall be presented in writing by the Grievor(s) and his Union Steward or a Union Grievance Committee member, to the Fire Chief who shall render his decision in writing, within ten (10) working days from such presentation. If no settlement is reached, then;
- Step 3 Within five (5) working days from receipt of the decision at Step 2, the Union shall submit the grievance to the Chief Administrative Officer who shall meet with the Union Grievance Committee, the following month of the grievance, on a date mutually agreed upon, to consider Step 3 grievances.

The Corporation will render their decision in writing within ten (10) working days from such meeting.

- 7.03 If no settlement is reached at Step 3, the matter may be referred in writing by either party to arbitration within thirty (30) days from receipt of the decision at Step 3.
- 7.04 A Group grievance on behalf of more than one (1) Volunteer may be presented directly at Step 1, listing the names of the Grievors. Failing to resolve the matter at Step 1 the grievance shall be heard at Step 2 of the grievance procedure.
- 7.05 A Policy grievance will confine itself to matters relating to the interpretation, administration, application or alleged violation of the Agreement. A Policy grievance shall be first discussed with the Chief Administrative Officer. Following this discussion, the grievance may proceed to Step 3 of the grievance procedure.

Arbitration

- 7.06 The arbitrator or the board will have no authority to alter, change, or modify any of the terms and conditions of this Agreement. Any question as to arbitrability will be determined by the arbitrator.
- 7.07 The decision of the arbitrator will be final and binding. Each party to this Agreement will equally pay the fees and expenses of the arbitrator.
- 7.08 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.09 The parties shall mutually agree upon a single arbitrator, and all arbitration meetings and hearings shall be held in the Town of Kirkland Lake. Failing agreement, the grieving party shall have the Ministry appoint an Arbitrator as per Section 48 or 49 of the *Labour Relations Act*.
- 7.10 Should the Corporation fail to state its answer or decision on a grievance at any stage within the time limits, the grievance shall be advanced automatically to the next step of the grievance procedure up to Arbitration.

ARTICLE 8 - DISCIPLINARY MEASURES

- 8.01 A grievance relating to a claim that a Volunteer, who has completed their probationary period, has been unjustly suspended or discharged shall be submitted in writing, commencing at Step 3 of the grievance procedure, within five (5) working days of the effective date of the suspension or discharge.
- 8.02 Discipline given to a Volunteer shall only remain on file for a period of eighteen (18) months, after which it shall be removed from their personnel file provided the Employee has no further similar incident during the subsequent eighteen (18) months.

ARTICLE 9 – SENIORITY

- 9.01 The parties hereto will ensure compliance with the principle of seniority of granting preference to Volunteers in accordance with length of continuous service in the bargaining unit unless specified otherwise in this Agreement.
- 9.02 Seniority, as referred to in the Agreement, shall mean length of continuous service as a Volunteer, with the Kirkland Lake Fire Services.
- 9.03
- (a) A new Volunteer shall serve a probationary period of twelve (12) months, completing all required training by six (6) months of practical work in the field before acquiring seniority rights; thereupon, his seniority shall be established, dating back to his first day of volunteering. A probationary Volunteer may be terminated for just and sufficient cause, without recourse to the grievance procedure.
- (b) When two (2) or more Volunteers are hired on the same day, their seniority order shall be determined by alphabetical order of name and surname.

In all cases of filling job vacancies from within the Bargaining Unit, or a decrease or an increase in the workforce, or a transfer within the Bargaining Unit as a result of a decrease in the working forces or a recall to work following a layoff, the following factors shall be considered;

- (a) knowledge, skill and ability to perform the work in question; and

(b) the seniority of the Volunteers involved.

When the factors in (a) are relatively equal between two (2) or more Volunteers, factor (b) shall govern. In the case of a transfer within the bargaining unit, offers will be made according to seniority in rank.

9.04 For the purpose of a layoff and recall to work following a layoff, probationary Volunteers will be laid off first. Thereafter, Volunteers will be laid off in reverse order of seniority, that is to say, Volunteers with the least seniority.

9.05 When recalling Volunteers from a layoff, the Corporation will notify them by registered mail. The Volunteer must contact the Human Resources Department to confirm his return to work arrangements.

9.06 Seniority shall continue to accumulate in the following circumstances during:

- (a) an authorized leave of absence;
- (b) an absence due to sickness or accident; and
- (c) an absence due to layoff for up to thirty-six (36) months.

9.07 Seniority shall terminate and a Volunteer shall cease to be a volunteer for the Corporation when he:

- (a) voluntarily quits the Brigade;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration; or
- (c) retires.

9.08 Number of Volunteers

The Corporation shall maintain the total available Volunteer compliment of thirty (30) Volunteer positions, subject to availability of suitable candidates.

ARTICLE 10 - HEALTH AND SAFETY

10.01

- (a) The Corporation will maintain and take all reasonable steps to ensure the health and safety of its Volunteers; the Union,

management and all affected Volunteers will also take all reasonable steps to comply with the health and safety requirements.

- (b) A joint occupational health and safety committee must be maintained and operated in accordance with the *Occupational Health and Safety Act* and the direction issued to that effect.
- (c) Every three years, the Corporation will assume the costs of training for two committee members to become certified in occupational health and safety per the *Occupational Health and Safety Act*.

10.02 The Joint Health and Safety Committee (“JHSC”) shall consist of two (2) members being from the Union and two (2) members belonging to the Corporation. One (1) member from each party shall be certified as per the *Occupational Health and Safety Act*. The First Class Firefighters shall form part of the JHSC as per their entitlements under their Collective Agreement.

10.03 The time and location for these meetings will be as established by the Committee and the meetings will be held quarterly, unless mutually agreed otherwise.

10.04 Any Volunteer who is not a JHSC member, shall be allowed to attend these meetings, without pay, as a guest to provide insight.

ARTICLE 11 - WORKPLACE INJURY

Workplace Safety and Insurance Board (WSIB)

11.01 Volunteers are covered by the WSIB in the event of an injury caused by performing their firefighting duties to the maximum amount of earnings insurable by the Workplace Safety and Insurance Board.

ARTICLE 12 – LIABILITY INSURANCE

12.01 The Corporation will pay the full cost (100%) of the liability insurance coverage.

The Corporation reserves the right to choose the liability insurer while maintaining the same level of protection, and will notify the Union if the insurer has changed.

In the event of a claim to the liability insurer, the Corporation assumes no responsibility for the decision of the insurer.

The Corporation will post a copy of the liability insurance policy on the Brigade's bulletin board annually.

The Corporation will ensure the Volunteers will have the same coverage as the First Class Firefighters.

ARTICLE 13 – MEDICAL DOCUMENTATION

13.01 The Corporation shall reimburse all medical documentation and examinations required by the Corporation at one hundred (100%) percent of the cost of the required certificate.

ARTICLE 14 - BULLETIN BOARD

14.01 The Corporation will provide one (1) bulletin board in the Fire Hall, for the posting of Union notices and bulletins which shall be dated and signed before posting, by the Unit President or his designate, or by a Union Representative.

ARTICLE 15 — LEAVE OF ABSENCE

15.01 Leave of absence without pay for a reasonable period when approved by the Fire Chief will be allowed by the Corporation. Seniority shall accumulate during such leave. A Volunteer requesting a leave of absence shall do so in writing setting out the reasons for the leave and the duration.

15.02 The Corporation will grant leave of absence, as requested by the Union for three (3) Volunteers, to attend Union conventions, training or to conduct Union business. Such leave shall not exceed an aggregate of sixty-five (65) working days in any one calendar year. The Union shall give the Corporation at least two (2) weeks' written notice designating the Volunteers for whom leave is requested.

ARTICLE 16 – MISCELLANEOUS

16.01 The Corporation shall provide an adequate supply of copies of the Collective Agreement to the Brigade, in booklet form.

16.02 The Corporation shall supply one green light per Volunteer.

ARTICLE 17 – UNIFORM/PERSONAL PROTECTIVE EQUIPMENT

17.01 The Corporation shall supply each new Volunteer with the following:

(a) After the probationary period expires, one (1) pair of tactical pants, one (1) shirt, and one (1) sweater, which shall only be worn for training purposes and related duties; and

(b) After five (5) full years of service, one (1) dress uniform (shirt, tie, tunic, pants, cap).

The Volunteer shall go to the Fire Chief if there is a replacement needed.

17.02 The Corporation shall supply corrective vision lens in the self-contained breathing apparatus to Volunteers who require corrective lenses as a requirement of their driver's license. A change in prescription to a Volunteer eligible for corrective vision lens in the self-contained breathing apparatus shall be updated no earlier than every 2 years. The Volunteer shall provide a copy of the prescription from a qualified optometrist to the Corporation.

17.03 The Corporation shall provide all personal protective equipment to the Volunteers, at no cost to the Volunteers.

ARTICLE 18 - MEALS

18.01 Upon the approval of the Fire Chief or their designate, a reasonable meal will be provided by the Fire Department to all Volunteers responding to an emergency call of three (3) hours or more.

ARTICLE 19 – LICENSING AND TRAINING

19.01 All Volunteers must maintain a valid Ontario driver's license. Volunteers must notify the Fire Chief within forty-eight (48) hours if any change in their driver's license status such as, but not limited to, suspension, and restrictions added to license.

19.02 The Volunteers shall have the opportunity to maintain a valid minimum class DZ driver's licence. Any costs to maintain the minimum class DZ driver's licence shall be paid by the Corporation.

19.03 All Volunteers must maintain a current Standard First Aid certification. The Corporation shall pay for the Volunteers' maintenance of the Standard First Aid Certification.

19.04 A Volunteer who has successfully completed Level 1 of and Level 2 National Fire Protection Association 1001 certification shall be considered equal to the college program for application to a full time firefighter position with the Corporation.

ARTICLE 20 – RECOGNITION/RETIREMENT

20.01 When a Volunteer leaves the Brigade they will be recognized as per the Corporation's Recognition Procedure.

ARTICLE 21 – WAGES/HONORARIUM

21.01 The Corporation shall continue to pay the Volunteers in the following manner and amounts:

- (a) This honorarium shall mirror the full wages of a First Class Firefighter, which is \$93,737, and follow any increases that may occur;
- (b) The honorarium shall be divided by 12, and that amount shall be paid out monthly to the Brigade.

ARTICLE 22 - CORRESPONDENCE

22.01 Official correspondence between the Corporation and the Union will be in English and addressed as follows:

To the Corporation: Corporation of the Town of Kirkland Lake
Attention: Kirkland Lake Fire Chief
Box 1757
Kirkland Lake, Ontario, P2N 3P4

To the Union: 66 Brady Street
Sudbury, Ontario
P3B 1C8
705-675-2461

ARTICLE 23 – DURATION

23.01 This Agreement shall remain in force from February 5, 2020 until February 4, 2023, and shall continue to be in force from year to year unless in any year not more than ninety (90) days, and not less than sixty (60) days, before the date of its termination, either party shall furnish the other with of termination or proposed revision of this Agreement. In the event that a new Agreement has not been entered into at the expiry of this Agreement, the terms and provisions of this Agreement shall remain in force until a new Agreement is reached, pursuant to the terms of the *Labour Relations Act*.

Only in the Memorandum:

The Corporation and the Volunteers shall work on a policy to address the proper dispatch process. This shall be done within sixty (60) days from the ratification of the Agreement.

Memorandum of Agreement
Between
Corporation of the Town of Kirkland Lake
And
United Steelworkers

The undersigned representatives of the parties hereby agree to unanimously recommend ratification of the following terms and conditions of employment as the full and final settlement of all outstanding matters between the parties:

1. The Memorandum of Agreement shall form the first Collective Agreement.
2. The term of the Collective Agreement shall be from February 5, 2020 to February 4, 2023.
3. The parties agree that the Collective Agreement will be signed within thirty (30) calendar days after ratification.
4. All other items are hereby withdrawn.
5. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

Executed this ___ day of March, 2020 in the Town of Kirkland Lake, in the Province of Ontario.

Meagan Elliott, Clerk
Corporation of the Town of Kirkland Lake

Pat Kiely, Mayor
Corporation of the Town of Kirkland Lake

Executed this ___ day of March, 2020 in _____, in the Province of Ontario.

Mike Scott, USW Staff Representative
United Steelworkers

Executed this ___ day of March, 2020 in _____, in the Province of Ontario.

Andrew Snowdon, Volunteer Firefighter
Representative, USW Local 2020



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 20-029

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A CONTRACT FOR THE ZONING BY-LAW UPDATE

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:

- 1) The Mayor and Clerk be and are authorized to execute an agreement with JL Richards for the Zoning By-law Update.
- 2) The Contract shall be made up of RFP-548-19 and the submission received by JL Richards.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17TH DAY OF MARCH, 2020.

Patrick Kiely, Mayor

Meagan Elliott, Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BYLAW 20-030

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A TRANSFER PAYMENT AGREEMENT WITH THE MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING FOR THE MUNICIPAL MODERNIZATION PROGRAM

WHEREAS under the Municipal Modernization Program, the province is making up to \$125 million available through 2022-2023 to help 405 small and rural municipalities conduct new service delivery reviews, implement recommendations from previous reviews and undertake a range of projects to achieve cost savings and efficiencies;

AND WHEREAS Council had requested on November 19, 2019 for staff to apply for funding under the Municipal Modernization Program to conduct a Service Delivery Review at a total of \$117,024;

AND WHEREAS staff submitted an application to the Program on November 27, 2019;

AND WHEREAS staff have been notified on March 2, 2020 that our Municipal Modernization Program application for funding up to \$117,024, for the purpose of conducting a Service Delivery Review, was approved;

AND WHEREAS the Ministry of Municipal Affairs and Housing has requested signing of a Transfer Payment Agreement, which contains a framework for the transfer of provincial funds to Ontario municipalities;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kirkland Lake enacts as follows:

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement with the Ministry of Municipal Affairs and Housing for a Service Delivery Review totaling up to \$117,024.00, a copy of which agreement is attached and marked as schedule 'A' to this bylaw.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17TH DAY OF MARCH, 2020.

Pat Kiely, Mayor

Meagan Elliott, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the ____ day of _____, 20____

B E T W E E N

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and Housing**

(the "Province")

- and -

The Corporation of the Town of Kirkland Lake

(the "Recipient")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project Summary
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports

any amending agreement entered into as provided for in section 4.1

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 and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010 (Ontario)*, *the Public Sector Salary Disclosure Act, 1996 (Ontario)*, and *the Auditor General Act (Ontario)*;
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs
and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

The Corporation of the Town of Kirkland Lake

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all the schedules listed in section 1.1, and any amending agreement entered pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, 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 the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project 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 the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

(a) provide to the Province, either:

- (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

- (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
- (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take

one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing

under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province 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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$117,024.00
Expiry Date	December 31, 2020
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000.00
Insurance	\$2,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Helen Collins</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Fax: 416-585-7292</p> <p>Email: helen.collins@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE "C"
PROJECT SUMMARY**

Objectives

The objectives of the Project are to make recommendations for a road map to implement the strategic plan, conduct a service delivery review and make recommendations for a more efficient and cost-effective organizational design.

Description

The Recipient will retain an independent third-party reviewer to conduct a service delivery and modernization review of each of the Recipient's departments.

The independent third-party reviewer will make recommendations and prepare business plans and performance management frameworks for each of the Recipient's departments.

Independent Third-Party Reviewer's Report

The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.

The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.

The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.

The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

SCHEDULE "D"
BUDGET

ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$117,024.00

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of the Agreement 	<p>Initial payment of \$87,768.00 made to Recipient no more than thirty (30) days after the execution of the Agreement</p>
<ul style="list-style-type: none"> • Submission of Interim Progress Report to the Province • Submission of draft Independent Third-Party Reviewer's Report to the Province • Submission of Independent Third-Party Reviewer's Report to the Province • Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website • Submission of Final Report to the Province 	<p>Final payment of up to \$29,256.00 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report</p>

SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report	June 15 th , 2020
2. Final Report	September 18 th , 2020

Report Details

1. Interim Progress Report

The Recipient will submit an Interim Progress Report to the Province by June 15th, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

2. Final Report

The Recipient will submit a Final Report to the Province by September 18th, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 20-031

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF A PROPERTY LOCATED AT 40 SWASTIKA AVENUE TO TYLER LETELLIER

WHEREAS the Municipality passed By-law 09-064; a procedural by-law for the purposes of the sale or other disposition of real property, on August 10, 2009;

AND WHEREAS the procedural by-law was in force on the date of the sale or disposition of the property described as Plan M158NB Lot 195 Pcl 3742CST (40 Swastika Avenue);

AND WHEREAS the Municipality declared Plan M158NB Lot 195 Pcl 3742CST (40 Swastika Avenue) as surplus land on March 3, 2020;

AND WHEREAS the Municipality provided a public notice of the Town's intent to sell or dispose of the property at the March 3, 2020 Council meeting;

AND WHEREAS the Municipality has received an offer to purchase land described as Plan M158NB Lot 195 Pcl 3742CST (40 Swastika Avenue);

AND WHEREAS the Purchaser is not in arrears on property taxes or been in tax registration in the last 10 years, and has no outstanding accounts owed to the Town of Kirkland Lake;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:

The Mayor and Clerk be and they are hereby authorized to execute all documents related to the sale of the land described as Plan M158NB Lot 195 Pcl 3742CST (40 Swastika Avenue) to Tyler Letellier for \$1,000, plus legal costs.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17TH DAY OF MARCH, 2020.

Patrick Kiely, Mayor

Meagan Elliott, Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 20-032

A BYLAW TO AMEND BYLAW 19-033 BEING A BYLAW THAT AUTHORIZED MAYOR AND CLERK TO EXECUTE AN AGREEMENT WITH FEDNOR FOR NORTHERN DEVELOPMENT PROGRAM FUNDING FOR EXPANSION OF MUNICIPAL SERVICES ADJACENT TO THE INDUSTRIAL PARK

WHEREAS the Mayor and Clerk were authorized to execute an agreement with Innovation, Science and Economic Development Canada (FedNor) for the Northern Ontario Development Program Funding to expand municipal services adjacent to the Industrial Park, Project Number 851-511735.

AND WHEREAS Clause 2.1 of the agreement stated a completion date of June 30, 2020

AND WHEREAS Clause 4.0 of the agreement stated NOHFC funding of \$1,052,781.00

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kirkland Lake enacts as follows:

1. **THAT** Clause 2.1 be amended to have a completion date on or before December 31, 2021
2. **THAT** Clause 4.0 be amended to reflect the NOHFC funding requested or received of \$697,185.00
3. **THAT** the Mayor and Clerk are hereby authorized to sign the attached Amendment dated March 11, 2020 marked as Schedule "A" to this by-law and to affix thereto the corporate seal.
4. **THAT** this by-law comes into force upon passing of the Council of the Corporation of the Town of Kirkland Lake.

Pat Kiely, Mayor

Meagan Elliott, Clerk



Innovation, Science and
Economic Development Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Innovation, Sciences et
Développement économique Canada

FedNor

19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

MAR 11 2020

Project Number: 851-511735

Mr. Pat Kiely
Mayor
Corporation of the Town of Kirkland Lake
Postal Box 1757
Kirkland Lake ON P2N3P4

Dear Mr. Kiely:

**Re: municipal services adjacent to the Industrial Park
Amendment Number: 1**

As a result of your request dated February 23, 2020, FedNor is prepared to amend our Contribution agreement of February 15, 2019 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before January 1, 2019 (the "Commencement Date") and is completed on or before June 30, 2020 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before January 1, 2019 (the "Commencement Date") and is completed on or before December 31, 2021 (the "Completion Date").

Delete: Clause 4.0 The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

NOHFC \$1,052,781

Substitute: Clause 4.0 The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

NOHFC \$697,185

Canada

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates: Commencement Date - January 1, 2019
 Completion Date - June 30, 2020

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$1,052,781
- Supported	\$2,339,514	Other Federal	
- Not Supported		Provincial	\$1,052,781
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	\$233,952
		Other	
Total	\$2,339,514		\$2,339,514

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction (Soft Costs – Design, Engineering, Project Management)	\$175,085		\$175,085
Construction/Capital	\$2,164,429		\$2,164,429
TOTAL ELIGIBLE COSTS	\$2,339,514		\$2,339,514
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			\$2,339,514

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates: Commencement Date - January 1, 2019
 Completion Date - December 31, 2021

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$1,052,781
- Supported	\$2,339,514	Other Federal	
- Not Supported		Provincial	\$697,185
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	\$589,548
		Other	
Total	\$2,339,514		\$2,339,514

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction (Soft Costs – Design, Engineering, Project Management)	\$175,085		\$175,085
Construction/Capital	\$2,164,429		\$2,164,429
TOTAL ELIGIBLE COSTS	\$2,339,514		\$2,339,514
<u>Ineligible Costs:</u>			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			\$2,339,514

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,



Lucie Perreault
Director of Program Delivery
FedNor

Corporation of the Town of Kirkland Lake

Project Number: 851-511735

Amendment Number: 1

The foregoing is hereby accepted this _____ day of _____, _____.

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title

**Ministry of Energy,
Northern Development
and Mines**

Office of the Minister

Office of the Associate
Minister of Energy

77 Grenville Street
10th Floor
Toronto ON M7A 2C1
Tel.: 416-327-6758

**Ministère de l'Énergie,
du Développement du Nord
et des Mines**

Bureau du ministre

Bureau du ministre associé de l'Énergie

77, rue Grenville
10e étage
Toronto ON M7A 2C1
Tél. : 416 327-6758



March 6, 2020

His Worship Pat Kiely
Mayor
Town of Kirkland Lake
pat.kiely@tkl.ca

Dear Mayor Kiely:

We are pleased to be writing you today to share news of the next step in our government's plan to expand natural gas access to thousands of households, businesses and Indigenous communities throughout rural and northern Ontario.

For the average residential consumer, switching to natural gas from electric heat, propane or oil could result in savings between \$800 and \$2,500 per year on their heating costs. The switch to natural gas can also lead to reductions in greenhouse gas emissions.

The Natural Gas Expansion Support Program was created to help extend access to natural gas to unserved communities across the province, providing access to clean and affordable fuel. Several projects were selected under the first phase of the program, with construction well underway in Southern Bruce, starting on Scugog Island, and completed in Chatham-Kent and the Chippewas of the Thames First Nation.

Building on these successful projects, we are launching the next phase of our plan to support additional natural gas expansion projects, and will make up to \$130 million available over the three-year period from 2021 to 2023.

In December 2019 our government asked the Ontario Energy Board (OEB) to collect information about natural gas expansion opportunities across Ontario and develop a report on submitted projects. On March 5, 2020, the OEB began accepting proposals from natural gas

utilities for potential expansion projects.

If you are interested in being considered for a project in your community, we encourage you to reach out to your local regulated natural gas provider. You can learn more about the proposal process for natural gas providers at www.oeb.ca/industry/policy-initiatives-and-consultations/potential-projects-expand-access-natural-gas.

The OEB will deliver its report by August 2020, after which our government will make a final decision on future expansion projects eligible to receive support. For more information about the Natural Gas Expansion Support Program, please visit www.ontario.ca/page/natural-gas-expansion-support-program.

Thank you for working with your local natural gas provider to help make life more affordable for families and businesses, and your community more attractive for economic development opportunities.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Rickford". The signature is fluid and cursive, with a large initial "G" and "R".

The Honourable Greg Rickford
Minister of Energy, Northern
Development and Mines

A handwritten signature in black ink, appearing to read "Bill Walker". The signature is fluid and cursive, with a large initial "B" and "W".

The Honourable Bill Walker
Associate Minister of Energy

Attn: Municipal Council of the Town of Kirkland Lake

Good morning Mayor Kiely,

As you may know, the *Provincial Day of Action on Litter Act, 2019* was proclaimed December 2019 and established the second Tuesday of May each year as the Provincial Day of Action on Litter.

This year, we invite all of you to join the province in our first official Day of Action on May 12, 2020. We will be inviting everyone across the province to come together to clean up our communities and generate awareness on the impact of litter and waste.

We see an important role for the Town of Kirkland Lake in making a difference in our communities. Meaningful action starts close to home, so we are looking for your help to encourage local community engagement and leadership in litter management.

In the coming weeks, a communications toolkit will be provided to you, and a dedicated ontario.ca webpage will be made available to provide further details to the public.

In the meantime, our ministry officials will be reaching out to discuss our vision and have prepared an information sheet below with more information.

We look forward to working with you and the Town of Kirkland Lake.

Thank you,

Jeff Yurek
Minister of the Environment, Conservation and Parks

Andrea Khanjin
Parliamentary Assistant to the Minister of the Environment, Conservation and Parks

Provincial Day of Action on Litter Information Sheet: Municipal Participation

About the Day of Action on Litter:

Ontarians generate nearly a tonne of waste per person every year. It is estimated that almost 10,000 tonnes of plastic debris enter the Great Lakes annually. We all have a role to play in keeping our neighbourhoods, parks and waterways clean and free of litter.

Our vision is to work together across the province to contribute to a clean and beautiful province by preventing, reducing, diverting and acting on waste during the Provincial Day of Action on Litter. This year, on May 12th, we want to inspire all Ontarians to take action and ownership over the waste created, to contribute to a cleaner, greener Ontario for today and for future generations.

We are seeking municipality participation by:

- organizing a municipal-led cleanup event.
- identifying a pick-up location for your community members to obtain cleanup supplies.
- providing permits as needed to the public who want to do their own cleanup.
- identifying drop-off locations for collected litter.

Other ways municipalities can participate:

- promote through your social media accounts
- post cleanups on your website and events calendar
- advertise on community centre digital screens
- post information on library boards

The Ministry of the Environment, Conservation and Parks will be reaching out to discuss these opportunities further. [Please complete this form](#) by March 20, 2020 to identify a contact in your municipality that ministry staff can connect with regarding the Day of Action on Litter.

We look forward to working with you and we will be reaching out very soon.

If you have any questions, please reach out to ActONLitter@ontario.ca or Tea Pesheva at (289) 962-3912.



The Corporation of the Town of Kirkland Lake

BY-LAW 20-033

**A bylaw to confirm
the proceedings of council
at its meeting held
March 17, 2020**

The Council of the Corporation of the Town of Kirkland Lake hereby enacts as follows:

1. The actions of the Council at its meeting held on the 17th day of March, 2020, in respect to each recommendation contained in the Reports of:

Minutes of the Regular Meeting of Council held March 3, 2020

and in the reports of the other Committees forwarded therewith, and in respect to each motion, resolution, and other action passed and taken by the Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board or its successors is required, hereby adopted, and ratified and confirmed.

2. The Mayor or if absent the Acting Mayor of Council and the proper officials of the Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required and except where otherwise provided, the Mayor or if absent the Acting Mayor, and the Clerk, or if absent the Deputy Clerk, are hereby directed to execute all documents required by Statute to be executed by them, as may be necessary in that behalf and to affix the Corporate Seal of the Municipality to all such documents.

READ a first, second and third time, enacted and passed this 17th day of March 2020.

Pat Kiely, Mayor

Meagan Elliott, Clerk