



# Agenda

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

1. **Moment of Silence**
2. **Approval of the Agenda**
3. **Declaration of Pecuniary Interest**
4. **Petitions and Delegations**  
Decommission Swastika WPCP & Pump to KL Sanitary System
5. **Acceptance of Minutes and Recommendations**  
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
6. **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
7. **Introduction, Reading and Consideration of Bylaws**  
Bylaw 20-024 Being a Bylaw to Amend Bylaw 15-017 for the Regulation of Parking for the Town of Kirkland Lake  
Bylaw 20-025 Being a Bylaw to appoint a Chief Administrative Officer  
Bylaw 20-026 Being a Bylaw to Delegate Administrative Powers to the Chief Administrative Officer
8. **Questions from Council to Staff**  
2 Questions
9. **Notice(s) of Motion**
10. **Confirmation Bylaw**  
Bylaw 20-027 Being a bylaw to confirm the proceedings of Council at its meeting held March 3, 2020

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

**11 Councillor's Reports**

**12. Additional Information**

- 13. Adjournment to 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.**

## Town of Kirkland Lake

# Decommission Swastika WPCP & Pump to KL Sanitary System

Detailed Design and Construction



## Project Status Update

Council Meeting - Tuesday March 3, 2020

# AGENDA

1. Safety Moment
2. Purpose
3. Project History
4. Key Issues
5. Budget
6. Schedule
7. Wrap-Up

## The best way **IN** ... is not always the best way **OUT** !

1. Sometimes safety is about quickly getting away, from an unsafe situation. It's important to know all of your escape routes, in an emergency.
2. Most people are aware of their exits, at home or work. But it is also important to know the exits at stores you shop, public buildings you enter, hotels you stay at, etc.
3. At home, review your exit points. Front door is not always the best answer, for a fire. Practice getting out of other exits with your family. Don't wait for an emergency to realize you don't have an escape route.
4. Get in the habit of always locating the emergency exits, wherever you are. If you know exactly where to go, you will get there faster and safer
5. Regularly look for exit signs at work. If signs are not lit up, report it immediately. In there is a power outage or fire, illuminated exit signs will help people find emergency exits, faster and safer

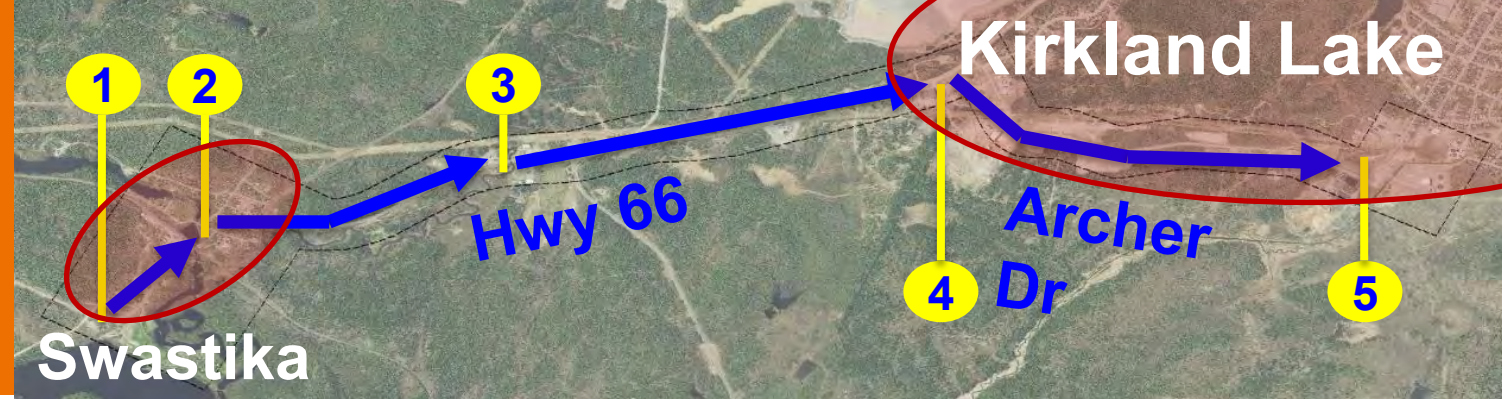


# Purpose

## Why ? ... are we holding this presentation

1. To provide a status update (50% Completion) of the project
2. Explain the challenges of keeping the project on budget and what we are doing about it
3. Explain the project schedule and Next Steps

# Project Elements identified during Class EA



## 1. Swastika Treatment Plant

- A. Decommission Old Plant
- B. New Culver Park PS

## 2. Swastika

- A. Swastika PS
- B. Sanitary System Improvements to reduce Wet Weather Peak Flows (I&I)

## 3. Service Properties near Hwys 66 & 112

## 4. Chaput PS

## 5. New Forcemain (Swastika to TKL)

# Project History

- 1. In 2014, an audit of Swastika WPCP identified:**
  - Health, safety, environmental, and financial risks;
  - Required Upgrades = \$8M to \$8.5M (Yr 2014 Dollar Value)
- 2. In 2016, a feasibility study concluded :**
  - Fix Swastika WPCP = \$15.8M (20 Yr Life Cycle Cost)
  - Pump to Kirkland Lake = \$9.5M (20 Yr Life Cycle Cost)
  - Save \$6.3M over 20 years, by pumping to Kirkland Lake
- 3. In 2016, Town secured Grant Funding to implement solution**
  - Town's share = \$2.6M (33% )
  - Federal & Provincial share = \$5.6 (66%)
  - Total eligible value = \$8.2M

# Project History

## 4. Grant Application (\$8.2M) was based upon this work scope:

- i. Demolish Swastika treatment plant
- ii. New small PS at plant, to pump local flows back to Swastika PS
- iii. Upgrade Swastika PS. Replace pumps and electrics, to pump flows to TKL
- iv. New Forcemain to TKL

## 5. Class EA identified other upgrades. Not part of the Original Budget

- a) Servicing properties near Hwy 66/112
- b) Chaput Hughes PS Upgrades
- c) Building repairs and safety upgrades to both PSs
- d) Improvements in Swastika to reduce wet weather peak flows (I&I)



# Post EA Budget

## Cost Increase Drivers

1. Wet Weather Peak Flow Oversizing
2. Rock Excavation
3. Service Properties near Hwy 66/112
4. Chaput Hughes PS
5. Longer Forcemain Length
6. Swastika I&I Improvements

Division	Description	Cost Range <sup>(1,2)</sup>		
		Low	Average	High
1	General	\$ 182,000	\$ 260,000	\$ 390,000
2	Site Work	\$ 4,887,000	\$ 7,142,000	\$ 11,088,000
3	Concrete	\$ 172,000	\$ 245,000	\$ 368,000
4	Masonry	\$ -	\$ -	\$ -
5	Metals	\$ 40,000	\$ 56,000	\$ 84,000
6	Wood and Plastic	\$ -	\$ -	\$ -
7	Thermal and Moisture Protection	\$ 18,000	\$ 25,000	\$ 38,000
8	Doors and Windows	\$ 7,000	\$ 10,000	\$ 15,000
9	Finishes	\$ 11,000	\$ 15,000	\$ 23,000
10	Specialties	\$ -	\$ -	\$ -
11	Process Equipment	\$ 331,000	\$ 472,000	\$ 708,000
12	Furnishings	\$ -	\$ -	\$ -
14	Conveying Systems	\$ 4,000	\$ 5,000	\$ 8,000
15	Mechanical Piping	\$ 118,000	\$ 131,000	\$ 157,000
16	Electrical (incl. I&C)	\$ 375,000	\$ 535,000	\$ 803,000
<b>Sub-Total</b>		<b>\$ 6,200,000</b>	<b>\$ 8,900,000</b>	<b>\$ 13,700,000</b>
	Cash Allowance	\$ 70,000	\$ 100,000	\$ 150,000
	SCADA	\$ 140,000	\$ 200,000	\$ 300,000
	Contingency (10%)	\$ 623,000	\$ 890,000	\$ 1,335,000
	Hydro 1 Allowance	\$ 52,500	\$ 75,000	\$ 112,500
<b>Total</b>		<b>\$ 7,100,000</b>	<b>\$ 10,200,000</b>	<b>\$ 15,600,000</b>

**End Goal**

**Reduce construction cost  
to low \$6M Range**

Starline

# Key Issues

- 1. Excessive Peak Flows caused by Wet Weather**
- 2. What are Driving up Project Costs**
- 3. Cost Saving Ideas being considered to stay within Budget**

# Excessive Peak Flows

- Average & Max Day Flow is 550 and 1,542 m<sup>3</sup>/day
- 191 properties serviced
- each property produces near 3 m<sup>3</sup> of sewage per day, on average
- Typically, a house should produce about 1 m<sup>3</sup> per day

**Swastika produces 3Xs more flow per house, than typical**

## Higher costs:

1. Larger pipes and equipment costs more to construct
2. More importantly, costs more to operate and maintain, year after year.  
To pump to .... and treat at KL WWTP

# Sources of Storm Water Getting into Swastika Sanitary Sewer System

## 1. Culver Park

- Abandoned sewer leading to Swastika WPCP
- Allowing ground water to enter system

## 2. Watermain Bleeders

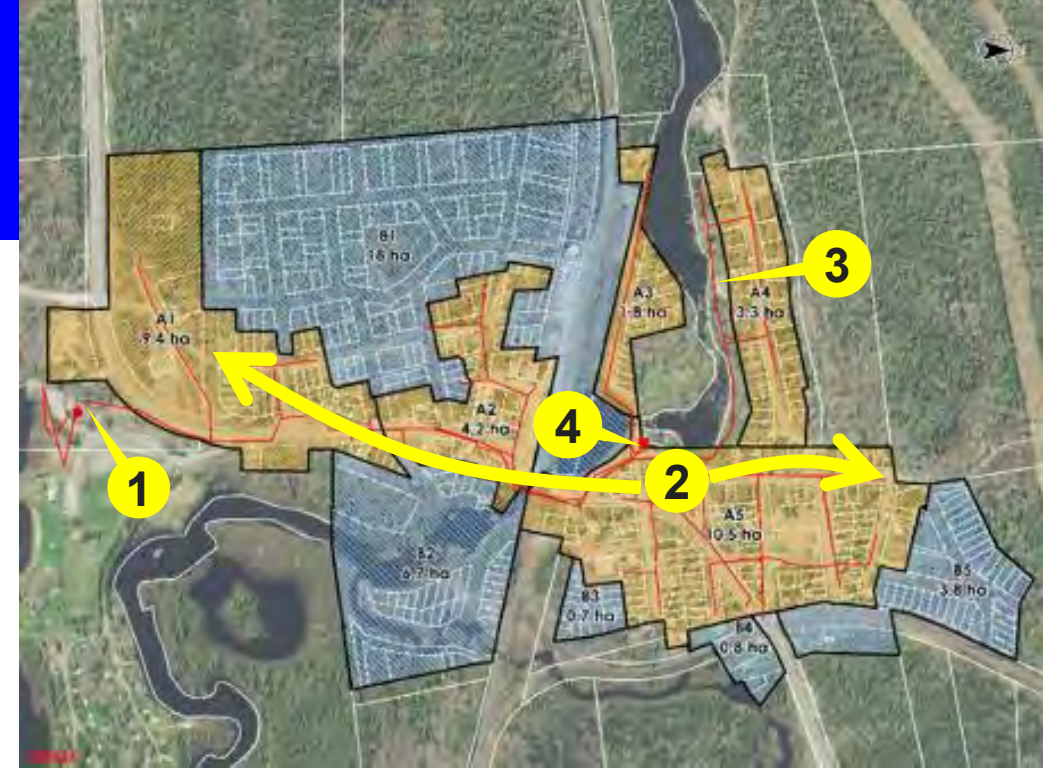
- Drinking water is continuously bled to the sanitary sewer
- Many bleeders. Collectively, it adds up to a lot of water.

## 3. Athenia Blvd

- Sanitary sewer routes thru rear yards, along low-lying land abutting the river.
- During Spring Thaw, the river level rises and floods this area. River water enters the sanitary sewer.

## 4. Swastika PS Overflow Pipe

- Typically, a PS is configured with an overflow pipe. But we can't find it.
- When the river level rises during Spring Thaw, river water could enter the system through this pipe



# Swastika WPCP

## 1. Demolish Old Plant

- Cost = \$50K
- Defer to save costs

## 2. New Culver PS

- Simpler, smaller design
- No Building. Use outdoor control panels
- Cost Savings = \$100K



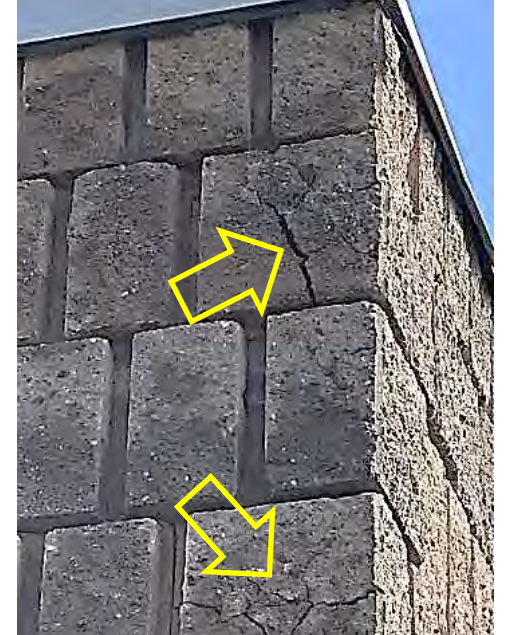
# Swastika And Chaput Hughes PSs

## 1. Safety Upgrades

- Discovered during design
- Cost Adders, not in original budget
- Cost Implications = \$ 150K to \$ 300K

## 2. Building Repairs

- Defer
- Cost savings of \$200K



Swastika PS



Chaput Hughes PS



# Chaput Hughes PS



## Defer Upgrades

- Not scoped in original budget. Identified in Class EA
- Pump sewage from Swastika, past Chaput Hughes PS, to sanitary sewer located on Archer Drive
- Cost savings = \$ 300K

# Service Properties near Hwy 66/112

## Defer Construction

- Not in original budget. Identified in Class EA
- New sanitary sewer = \$1.2M
- New PS = \$400K
- Cost savings = \$1.6M

## Actions Recommended

- Public communication
- Consider in future plan for local improvement projects





# Forcemain – Cost Saving Ideas

## 1. Use Insulated Pipe

- Material cost of insulated pipe is higher, but installation cost is lower
- Cost savings because shallower pipe and less rock removal
- Budget for rock removal was \$1M.
- Still need to confirm with Geotech Investigation, how much rock needs to be removed.
- Assume 50% reduction in rock removal. Potential \$500K savings

## 2. Shorter Forcemain Length

- Because of high wet weather peak flows from Swastika, forcemain length was extended to Main St and Archer Dr, where the sewer has more capacity
- Go back to shorter forcemain, that outlets into nearest MH of Archer Dr sewer, for normal dry weather flow conditions
- Further investigation required to assess consequences under wet weather conditions
- Cost savings = \$250K

# Swastika – Reduce Wet Weather Peak Flows

1. Swastika experiences excessive peak flows during Wet Weather Conditions and Spring Thaw Events
2. Corrective action needed to reduce stormwater Inflow & Infiltration (I&I), from entering the sanitary sewer system
3. Town and OCWA are now investigating a long-term improvement strategy to reduce I&I
4. Post EA Budget included \$250K allowance. This will be removed from this project, as the scope of improvements are not sufficiently defined, at this time
5. Separate project undertaking will identify and prioritize improvements with highest Return on Investment. Reducing I&I will be a long-term undertaking, matching improvements with available budget

# Summary Cost Saving Ideas

1. Goal. Reduce construction cost to low \$6M range
2. Identified \$3.55M savings
3. Need to find more cost savings
4. Aim for \$250K more savings
5. **Target is \$6.3M**

Description	Cost Range		
	Low	Average	High
<b>Post EA Budget</b>			
<b>Total Construction Cost</b>	\$ 7,100,000	<b>\$ 10,200,000</b>	\$ 15,600,000
<b>Cost Saving Ideas</b>			
1 Demolish Swastika WPCP. Defer		\$ 50,000	
2 Culver PS. Simpler Design		\$ 100,000	
3 Swastika & Chaput Hughes PS. Defer Building Repairs		\$ 200,000	
4 Chaput Hughes PS. Defer Upgrades		\$ 300,000	
5 Service Properties Hwy 66/112. Defer		\$ 1,600,000	
6 Forcemain. Insulated Pipe. Rock removal		\$ 500,000	
7 Forcemain. Shorter. 1st MH on Archer Dr		\$ 250,000	
8 Swastika I&I Improvements. Defer		\$ 250,000	
9 Contingency (10%). Revise		\$ 300,000	
<b>Total Cost Savings</b>		<b>\$ 3,550,000</b>	
<b>Revised Total Construction Cost</b>	\$ 5,400,000	<b>\$ 6,650,000</b>	\$ 8,400,000

**Action - In June, present recommendations for Council Approval**

# Next Steps. Schedule

1. **Recommendation of Deferred Scope** – June 2020
2. **Finish Design** – July 2020
3. **Provincial Approvals** – August 2020
4. **Tender** - August 2020
5. **Start Construction** – September 2020
6. **Construction Completion** – September 2021

# Questions

**Elvio Zaghi, MBA, P.Eng.,**

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[elvio.zaghi@stantec.com](mailto:elvio.zaghi@stantec.com)  
(519) 319-4420



# KIRKLAND LAKE POLICE SERVICES BOARD

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## BOARD MEETING COUNCIL CHAMBERS TOWN HALL FEBRUARY 24, 2020 - 4:30 P.M. MINUTES

Chair: P. Kiely  
Members T. Assad  
E. Boulley  
M. Howe  
R. Owen  
OPP: Ryan Dougan, Acting Staff Sergeant  
Staff: M. Elliott, Clerk  
Y. Labelle, Interim CAO

### APPROVAL OF THE AGENDA

Moved by: Rick Owen

Seconded by: Ted Assad

That the Committee approves the agenda for its meeting of February 24, 2020 as presented.

CARRIED.

### DECLARATIONS OF PECUNIARY INTEREST

Chair Pat Kiely requested those members present to declare any pecuniary interest with matters appearing on the agenda. None declared.

### PETITIONS AND DELEGATIONS

There were no petitions or delegations appearing before the Committee.

### ACCEPTANCE OF MINUTES

Moved by: Ted Assad

Seconded by: Rick Owen

That the Committee accepts the Minutes of the Regular Meeting of the Kirkland Lake Police Services Board held October 28, 2019.

CARRIED.

### REPORTS AND COMMUNICATIONS

Unlicensed Taxis

Grierson Traffic

Community Safety and Well Being Plan Update

4<sup>th</sup> Quarter Statistics

Towing Companies

### RECOMMENDATIONS ARISING FROM REPORTS AND COMMUNICATIONS

Members discussed the OPP monitoring Grierson Road to compile information in support of Council's motion from their Regular Meeting of Council on February 18<sup>th</sup>, 2020 to extend the Community Safety zone.

### REMARKS FROM MEMBERS

There were no remarks from the Board Members.

**INFORMATION ITEMS**

There were no informational items added to the agenda.

**ADJOURNMENT**

Moved by: Emile Boulley

Seconded by: Ted Assad

That the Kirkland Lake Police Services Board adjourn its Regular Meeting of February 24, 2020.

CARRIED.

The meeting adjourned at 5:51 p.m.

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Pat Kiely, Chair

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Meagan Elliott, Clerk



# ***Minutes***

Corporation of the Town of Kirkland Lake  
Meeting of Council  
Council Chambers, Town Hall  
February 18, 2020  
4:40 p.m.

## **Attendance**

Mayor: Pat Kiely  
Councillors: Rick Owen  
Casey Owens  
Stacy Wight  
Patrick Adams  
Dennis Perrier  
Eugene Ivanov  
Staff: Acting Chief Administrative Officer: 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: Casey Owens

Seconded by: Eugene Ivanov

That Council approves the Agenda for its Regular Meeting of February 18, 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**

There were no petitions or delegations appearing before Council.



**Acceptance of Minutes and Recommendations**

Moved by: Casey Owens

Seconded by: Eugene Ivanov

That Council accepts the minutes of the following meetings:

- Minutes of the Special Meeting of Council held February 12, 2020
- Minutes of the Regular Meeting of Council held February 4, 2020
- Minutes of the Committee of Adjustment Meeting held October 22, 2019

CARRIED

**Reports of Municipal Officers and Communications**

- i. Treasurer
  - a. Finance Committee Meeting Briefing
- ii. Manager of Land Development and Planning
  - a. Awarding of RFP-548-19: Zoning By-law Update
  - b. Expanding Scope of Work with EACOM Forestry Contract
  - c. Request to Amend the Traffic and Parking By-law
  - d. Winter Laneway Maintenance Agreement
  - e. Contracted Building Services
- iii. Clerk
  - a. Request Support from Municipalities for Safer Roads
  - b. Bill 156: Security from Trespass and Protecting Food Safety Act
  - c. Application to Host the Federation of Northern Ontario Municipalities (FONOM) Annual Conference
  - d. 2020 Conference Attendees
- iv. Mayor Pat Kiely
  - a. Community Safety and Well Being Plan

**Motions Arising From Reports of Municipal Officers and Communications**

Moved: Eugene Ivanov

Seconded: Casey Owens

That Council proceed with awarding RFP-548-19: Zoning By-law contract to J. L. Richards at a total contractual price of \$21,962.00 +HST.

CARRIED

Moved: Casey Owens

Seconded: Eugene Ivanov

That Council proceed with expanding the scope of work for the EACOM Forestry Contract to include blocks TKL 13 and 14 and that any additional revenues be allocated to the CIP Program.

CARRIED

Moved: Casey Owens

Seconded: Eugene Ivanov

THAT Council direct staff to formulate a By-law that:

- Restricts parking (winter only) for parallel parking along the western side of Al Wende Drive;
- Extends the Community Safety Zone on Grierson to incorporate the new bus loading area;
- Clearly regulate parking in municipal parking lots

CARRIED

Moved: Eugene Ivanov

Seconded: Casey Owens

That Council agree with establishing agreements with residents/contractors to conduct winter maintenance activities in laneways, where rear yard access is necessary.

THAT Council appoint administrative powers to the General Manager of Public Works to execute laneway/public property maintenance agreements.

CARRIED

Moved: Casey Owens

Seconded: Eugene Ivanov

That Council proceed with passing a By-law to designate RSM Building Consultants as Deputy Chief Building Official for the Town of Kirkland Lake.

CARRIED

Moved: Patrick Adams

Seconded: Eugene Ivanov

**Whereas** the member of municipalities of the Temiskaming Municipal Association have been pressing the provincial government to enforce public safety and reduce the horrendous amount of accidents on Highway 11 in this area by increasing winter maintenance on said highway,

**And whereas** we understand that a Level One Highway maintenance program may not be attainable in Northern Ontario we have been advised that by lowering the circuit times for snow plows to 1.6 hours or level one is attainable through the addition of more snow plows,

**Therefore be it resolved** that the Town of Kirkland Lake petitions the Ministry of Transportation to enhance the level of service on Highway 11 by lowering the circuit times of the snow plow and combination plow/sander unit routes to 1.6 hours or level one.

**And further**, that this resolution be forwarded to Honourable Caroline Mulroney, Minister of Transportation Ontario and to all member municipalities for their support.

CARRIED

Moved: Eugene Ivanov

Seconded: Patrick Adams

**Whereas** the Provincial Government of Ontario is considering Bill 156, *Security from Trespass and Protecting Food Safety Act, 2019*; and

**Whereas** Bill 156 is intended to protect farms, farm operations, and food safety and security by addressing unwanted trespassing; and

**Whereas** Ontario farmers are increasingly under threat of unwanted trespassers who are illegally entering property, barns and buildings, and safety of drivers of motor vehicles transporting farm animals which threatens the health and safety of the farm, employees, livestock and crops; and

**Whereas** additional protection for the agri-food industry to protect the security of the food chain, the farm owners, family and employees is the purpose of the *Security from Trespass and Protecting Food Safety Act, 2019*; and

**Whereas** unwanted trespassing occurs on all types of farm operations, including grain farmers, which has the potential to impact the safety and security of people and the food chain;

**Now Therefore Be It Resolved That** the Town of Kirkland Lake supports the intent of Bill 156 and requests that the Province of Ontario expanding Bill 156 to identify and include protections against trespass for grain farm operations; and

**That** a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, Andrea Horwath, Leader of the New Democratic Party of Ontario, John Fraser, Interim Leader of the Liberal Party of Ontario, Mike Schreiner, Leader of the Green Party of Ontario, and Monte McNaughton, MPP, Middlesex-Kent; and

**That** a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), and Ontario municipalities.

CARRIED

Moved: Patrick Adams  
Seconded: Eugene Ivanov  
That Council approve the following conference attendance for 2020:  
AMO 2020: CAO Rick McGee, Councillor Stacy Wight, Councillor Patrick Adams  
FONOM 2020: CAO Rick McGee, Mayor Pat Kiely

CARRIED

Moved: Eugene Ivanov  
Seconded: Patrick Adams  
That the Council for the Town of Kirkland Lake request the District of Timiskaming Social Services Board (DTSSAB) to take a lead in administering and developing a Community Safety and Well Being Plan for our District;  
THAT the costs associated with this Plan be included in the DTSSAB budget with the costs pro-rated to the municipalities using the cost sharing formula that is already in place.

CARRIED

### **Introduction, Reading and Consideration of Bylaws**

Moved: Patrick Adams  
Seconded: Eugene Ivanov  
That Bylaw 20-018 being a bylaw to Authorize the Borrowing upon Amortizing Debentures towards the cost of a 2019 John Deere 644K Loader be read a first, second and third time, enacted and passed.

CARRIED

Moved: Dennis Perrier  
Seconded: Stacy Wight  
That Bylaw 20-019 being a bylaw to Delegate Administrative Powers to the Manager of Public Works be read a first, second and third time, enacted and passed.

CARRIED

Moved: Stacy Wight  
Seconded: Dennis Perrier  
That Bylaw 20-020 being a bylaw to Stop Up, Close and Declare the Laneway Located to the West of Lots 794 to 803, Plan M-137 as Surplus Land be read a first, second and third time, enacted and passed.

CARRIED

Moved: Dennis Perrier  
Seconded: Stacy Wight  
That Bylaw 20-021 being a bylaw to Authorize the Mayor and Clerk to Execute an Agreement with Northern Ontario Heritage Fund Corporation for Expansion of Municipal Services Adjacent to the Industrial Park be read a first, second and third time, enacted and passed.

CARRIED

Moved: Stacy Wight  
Seconded: Dennis Perrier  
That Bylaw 20-023 being a bylaw to Appoint a Deputy Chief Building Official and Property Standards Officer be read a first, second and third time, enacted and passed.

CARRIED

**Questions from Council to Staff**

Moved: Patrick Adams

Seconded: Casey Owens

That Council accepts material provided by Patrick Adams re: Tiered Response Calls and no staff report from Rob Adair is needed to bring to Council.

CARRIED

**Notice(s) of Motion**

There were no notices of motions presented before Council.

**Confirmation Bylaw**

Moved: Dennis Perrier

Seconded: Stacy Wight

That Bylaw 20-022 That being a bylaw to confirm the proceedings of Council at its meeting held February 18, 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: Stacy Wight

Seconded: Dennis Perrier

That council adjourn to an In-Camera Meeting, pursuant to Section 239(2) of the Municipal Act to discuss Identifiable individuals within the Corporation.

CARRIED

The meeting adjourned at: 6:19pm

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Pat Kiely, Mayor

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Meagan Elliott, Clerk



## **KIRKLAND LAKE PUBLIC LIBRARY BOARD**

### Minutes of the Thursday, January 23, 2020 Regular Meeting

1. **Call to Order:**

Board Chairperson Mrs. Bryce Day called the regular meeting to order at 5:00pm.

2. **Attendance:**

Present: Mrs. S. Orr, Mrs. S. Scott, Mrs. J. Leduc, Mr. N. Guimond, Ms. S. McGill, Mrs. B. Day and Ms. C. Lafreniere, CEO / Secretary.

Guest:

Mrs. S. Darling

Regrets:

Mr. T. Barker, Ms. J. Johnson, and Mrs. S. Scott

3. **Adoption of the Agenda:**

The Kirkland Lake Public Library Board approves the agenda for Thursday, December 19, 2019 as amended.

Moved by: Ms. S. McGill

Seconded by: Mrs. S. Orr

Carried.

Additions to the Agenda:

Correspondence:

6.4 – From: Mr. Thomas Barker

Financial Reports:

7.4 - 2020 Library Operating Budget

New Business:

13.3 – Allocation of Miss Ball Quilt Funds

13.4 – Youth Council

**4. Adoption of the Minutes:**

**Motion # 2020 – 01:** The Kirkland Lake Public Library Board approves the minutes of Thursday, December 19, 2019 as presented.

Moved by: Mrs. J. Leduc

Seconded by: Mrs. S. Orr.

Carried.

**5. Business arising from the minutes:**

There was no business arising from the minutes.

**6. Adoption of the Bills and Accounts:**

**Motion # 2020 – 02:** After reviewing the Council Board Report (bills paid), the Kirkland Lake Public Library approves the bills and accounts as presented.

Moved by: Ms. S. McGill

Seconded by: Ms. S. Wight

Carried.

**7. Correspondence:**

- a. From: Mr. T. Barker: Letter of Resignation.

**Motion # 2020 – 03:** The Kirkland Lake Public Library Board accepts Mr. Tom Barker's letter indicating he will step down from the Kirkland Lake Public Library Board effective Thursday, January 23, 2020. The board wishes Mr. Barker all the best.

Moved by: Ms. S. Wight

Seconded by: Ms. S. McGill

Carried.

**8. Financial Reports:**

- a. Royal Bank Statement: Mr. N. Guimond reported on the status of the Teck Centennial Library bank account for the period of November 25, 2019 to December 24, 2019.

- b. Royal Bank Statement: Mr. N. Guimond reported on the status of the Kirkland Lake Public Library Board account for the period of November 29, 2019 to December 31, 2019.

- c. Manulife Statement: We only receive one statement per year

**9. Committee Reports:**

- a. Policy Review and Updates:

There were no policies or updates to review at this time.

b. Personnel:Page Position

**Motion # 2020 - 04:** The Kirkland Lake Public Library Board approves the hiring of a Library Page at the CEO's discretion.

Moved by: Mrs. S. Orr

Seconded by: Ms. S. McGill

Carried.

c. Property:

New Lights: Cheryl informed the Board that Mr. Thomas, Municipal Maintenance Manager, suggests replacing all lights with new LED lighting. In order to not be such a burden to the budget, he proposed we change at least 8 lights at a cost of \$746.00. After some discussion, the board recommends the CEO send letters to several mines asking for donations to help with the cost.

**10. Strategic Plan Process:**

The strategic plan is on-going throughout the month. More detail in the Librarian's Report.

**11. Librarian's Report and Statistics:**Highlight:

## Building:

- Fire safety check was conducted on December 17, 2019.
- The Library was broken into on December 20<sup>th</sup>. At approximately 3:00am, someone was able to open the outers set of doors at the children's entrance and once inside he/she realized the inside doors were locked so therefore used a rock to break the window and then crawled inside. Once inside, the alarm was set and the perpetrator must have panicked and was able to only take the donation box which was located at the circulation desk. The police arrived however, the intruder was nowhere to be found. A police report has been filed.

## Business:

- I began preliminary work on the library's 2020 Operating Budget.
- Overall, business held very steady in December of 2019 compared to December of 2018. Program attendance and use of electronic audiobook and eBooks showed growth.
- We held a matinee movie on Friday, December 27 and had 24 in attendance.
- Kourtney Davis' last day of employment was Saturday, December 21.

- Due to staff shortage, Brooke Steele worked during the holiday break while home from school.

Just the Facts:

- We added 4 new memberships in the month of December.
- Our overall checkouts were up 12.6% compared to last year.
- We had 147 adults sign-on to our public workstations, and 298 children logged-on to our computers.
- We had 3 visits from the Early On group bringing in 26 caregivers and children.
- We offered 18 programs and over 344 children attended during December.
- Over 18 adults worked on our community puzzle.
- Over 2514 people walked through our doors in November.
- We assisted 3 out-of-town people with their genealogy requests.
- You asked, and we answered over 100 reference questions in December.

The Library Board reviewed the statistics for the month of November.

**12. Unfinished Business:**

There was no unfinished business to discuss.

**13. New Business:**

a. Library Board Credit Card:

**Motion # 2020 – 05:** The Kirkland Lake Public Library accepts the recommendation of the CEO to obtain a credit card for library purchases with a maximum limit of \$1,500.00.

Moved by: Mrs. S. Orr

Seconded by: Ms. S. Wight

Carried

b. Data Repro Com LTD:

**Motion # 2020 – 06:** The Kirkland Lake Public Library Board agrees to not renew its subscription with Data Repro Com LDT.

Moved by: Ms. S. McGill

Seconded by: Mrs. S. Orr

Carried

c. Quilt Funds:

CEO informed the Library Board there is deferred revenue from the Memorial Quilt and would like to know how the Board wished to spend the money.



**Motion # 2020 – 07:** The Kirkland Lake Public Library Board will transfer the deferred the revenue from the Memorial Quilt in the amount of \$2,290.00 to be added to the Books and Periodical account to purchase more library material.

Moved by: Ms. S. Wight

Seconded by: Mrs. S. Orr

Carried

d. Youth Council:

Councillor, Stacy Wight, informed the library board that the Youth Council committee have chosen "Public Spaces" for youth in our community and would like a representative from the library to speak about what the library has to offer.

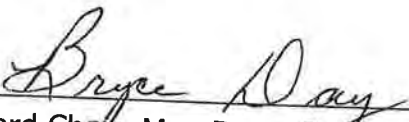
**14. Date of Next Meeting:**

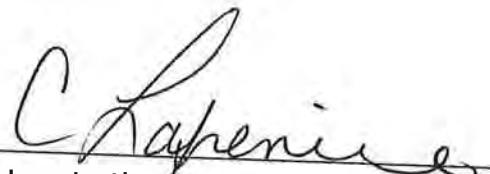
The next regular scheduled meeting of the Kirkland Lake Public Library Board will take place on Thursday, February 20, 2020, at 5:00pm.

**15. Adjournment:**

**Motion to adjourn:** Ms. S. McGill

**Meeting adjourned at:** 5:59p.m.

  
Board Chair, Mrs. Bryce Day

  
Secretary to the Board, Ms. C. Lafreniere

Date: Feb. 20, 2020



# Minutes

Museum Advisory Committee  
Monthly Meeting  
Wednesday, January 15<sup>th</sup>, 2020 at 4:45pm  
Museum of Northern History  
2 Chateau Drive  
Kirkland Lake, Ontario

**Chair:** Meghan Howe

**Attending Members:** Meghan Howe, Ann Black, Monica Haase, Stacy Wight

**Staff:** Kaitlyn McKay, Kelly Gallagher

**Absent:** None

## 1. MEETING START – 4:57PM

## 2. DECLARATION OF PECUNIARY INTEREST

- None

## 3. APPROVAL OF THE JANUARY 15<sup>TH</sup> AGENDA

Moved by: A. Black

Seconded by: S. Wight

## 4. ACCEPTANCE OF MINUTES – DECEMBER 18<sup>TH</sup>, 2019

Moved by: A. Black

Seconded by: M. Haase

## 5. PETITIONS AND DELEGATIONS

- None

## 6. BUSINESS ARISING/FOLLOW UP FROM PREVIOUS MEETINGS

- a) The *My Story, My Tattoo* exhibit has arrived at the Museum. Installation has been delayed due to late arrival of the shipment. Installation will take place Thursday and Friday for both the travelling display and the local addition. The Opening Reception will take place Friday with a special Q & A with George Hutchison from Chance & Cholo Tattoos.
- b) The Museum has partnered with artist Natalie Moreau to hold “Create 4 Kids Art Classes” for children. There is a 10-session period, participants can sign up for any number of classes they wish, or the whole series. The first session had 16 participants and went very well. There has already been discussion of holding similar classes for adults.
- c) An article to promote Museum donations and consultations has been started and will hopefully be posted before the end of January. Promotion of the Community Stories exhibit is ongoing.
- d) The application deadline for summer students was slated for January 15<sup>th</sup> but was extended to next Wednesday, January 22<sup>nd</sup>, 2020. The Museum will submit applications for three students

and hope to receive funding for at least two. The positions are Exhibition & Collections Research Assistant, Research Assistant and Visitor Guide, and Visitor Guide and Program Coordinator.

## **7. NEW BUSINESS:**

- a) The December statistics will be forwarded out to the MAC members at a later date.
- b) Upcoming exhibitions and activities upcoming at the Museum include the following:
  - Tattoo Exhibit (January to March)
  - Used Book Sale (tentative)
  - 13<sup>th</sup> Contemporary Art Exhibition: April 3<sup>rd</sup> to 28<sup>th</sup>, 2020
  - Easter Egg Hunt (tentative)
  - 22<sup>nd</sup> Annual Quilt Show (May)
  - Boreal North Sculpture Association (June)
- c) The Museum is hoping to hold special promotions in May for Museum Month, to encourage visitation to the Museum.
  - This will include possible cross promotion with the Library. Visitors presenting their library card will receive free admission to the Museum during specific days or hours.
  - The Museum Week hashtag project will take place this year from May 11<sup>th</sup> to May 18<sup>th</sup>. The theme and individual hashtags have not yet been released. This will be the Museum's third year participating.
  - Another event, workshop or guest speaker will also be included during the month.
  - Discussion also included the acquisition of a negative scanner for additional services offered to the community in the form of scanning – "Positively scanning your negatives"
- d) The Museum's Operating Hours have been discussed often in the past ten years. There is consideration for changing some hours, not a complete change – such as having one evening a week where the Museum is open until 8:00pm, and/or offering free admission for the last hour. Staff will explore what other Museum's offer for comparison.

## **8. ITEMS FROM THE FLOOR:**

- Stacy Wight enquired about the Museum working with the Youth Council to expand on their "public spaces" initiative to determine areas for youth within the community.
- It was suggested during the meeting that the 13 to 18 demographic has historically been difficult to attract to the Museum.
- It was also proposed that in place of Staff creating programs that may not interest students, to work alongside the Youth Council to determine types of programs and events that the Museum could potentially offer.
- S. Wight suggested that a few representatives from the Youth Council could attend the next MAC meeting to discuss.

## **9. REPORT(S):**

- a) Report from Auxiliary Representative Ann Black:
  - There was only a small December meeting.
  - The Luncheon went very well, but consensus has been to raise ticket prices to \$20.00 for the next Luncheon.
  - The Auxiliary is hoping to hold a Book Sale in the Spring.
  - There will be no spring tea this year.
  - A spring event could include the planned Henna talk & demo during the Tattoo Exhibit.

- The Bill Glover Author Event last year went well, another similar event could be looked at.
- The Auxiliary should be receiving around \$1,800 from the Museum for sales of Tartan scarves, blankets, and t-shirts.

b) Report from Curator: (*see attached Curator's Report*)

- Most of the Centennial Exhibit has been dismantled. The Music Room is currently being updated with one of Mark Didine's banners and Harry's Panels.
- The Rock Panel display could use some repair or replacement. It is over 10 years old.
- Looking to partner with the Multicultural Group with regards to the Community Stories Exhibit.
- The Museum placed an order for additional J-Rails for the KLCVI display room in order to hang materials on the walls.
- Two of Four of the new temperature readers have been installed and work well so far.
- There have been many research requests in December and January.
- Between February and March, a list of some items up for deaccession will be presented to the MAC.

**NEXT MEETING:** February 19<sup>th</sup>, 2020

**CHAIR:** Monica Haase

**MEETING ADJOURNED** – 6:12pm

**Moved by:** A. Black

**Seconded by:** M. Haase

# Teck Pioneer Residence

## Committee of Management

### Open Meeting

November 18, 2019

1600

### Minutes

**Present:** Nancy Loach-Fougere – Administrator/DOC  
Casey Owens –Councilor  
Rick Owen, Councilor  
Connie Wilberforce, Community Representative

**Regrets:** Raymond Mallette, Community Representative  
Eugene Ivanov- Councilor

#### 1.0 DECLARATIONS OF PECUNIARY INTERESTS

None declared

#### 2.0 MINUTES OF THE PREVIOUS MEETING HELD August 20, 2019

Minutes be approved as presented

Moved by R. Owen, Seconded by, C. Wilberforce

CARRIED.....

#### 3.0 FINANCIAL SUMMARY FOR THE MONTHS OF August, September and October 2019 be approved:

Moved by C. Wilberforce, seconded by R. Owen, "that the financial summary for the months of August, September and October 2019" be approved

CARRIED.....

#### 4.0 ACCOUNTS PAYABLE FOR THE PERIOD OF August, September and October 2019 be approved:

Moved by R. Owen, seconded by C. Wilberforce "that accounts payable for August, September and October 2019 in the amounts of \$66,896.01, \$125,491.07 and \$34,406.23" be approved

CARRIED.....

**Page 2 of 2**  
**Minutes Nov. 18, 2019**  
**Open Meeting**  
**Committee of Management**

**5.0 APPROVAL OF ADMINISTRATOR'S REPORT August to October 2019 be approved as presented:**

Moved by C. Wilberforce, seconded by R. Owen, "that the Administrator's Report for August to October 2019 be approved as presented".

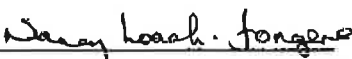
**CARRIED.....**

**6.0 ADJOURNMENT.....**

Moved by R. Owen, seconded by C. Wilberforce, "that the Open Meeting of the Committee of Management be adjourned @1609"

**CARRIED.....**

  
\_\_\_\_\_  
Casey Owens, Chair

  
\_\_\_\_\_  
Nancy Loach-Fougere, Secretary



## REPORT TO COUNCIL

Meeting Date: 3/3/2020	Report Date: 2/25/2020
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: Bonnie Sackrider	Department: Community Services

### Report Title

Crossing Guard Management Contract

### Recommendations

For information only

### Background

The Town of Kirkland Lake issued an RFQ for Crossing Guard Management on January 29, 2020, after direction from Council on January 14<sup>th</sup>. As per the Town of Kirkland Lake Procurement Bylaw 15-125, the Director and the CAO reviewed the submissions. The successful proponent was PADS-K9 Protection and Detection Service. This company maintains the contract for Crossing Guard Management in Timmins, as well as the By-law Enforcement contract for the Town of Kirkland Lake.

PADS-K9 commenced management of Crossing Guards on Monday February 24 utilizing the same staff members as those who filled the positions for TKL. Local schools have been notified of the change. The agreement is for the remainder of this school year, the 2020/2021 year, and the 2021/2022 year, with an option to renew for a single additional year.

PADS-K9 has reviewed and agrees to follow the recent Crossing Guard Policy passed by Council on January 28, 2020.

### Budget Implications

Staff estimate the costs will not be more than what has been budgeted in the past for these services. The budget for Crossing Guards in 2019 was \$32,350. Additionally, liability is reduced for TKL with the transfer of risk to PADS-K9. This is substantial since due to absences, illnesses and retirements, TKL was unable to consistently adhere to the service levels for crossing guards set by Council.



## Options / Discussions

## Other Departments Consulted and Affected

CAO

## Attachments

Crossing Guard Policy

Crossing Guard RFQ

## CAO Comments

<p style="text-align: center;"><b>SECTION:</b> <b>COMMUNITY SERVICES</b></p>	<p style="text-align: center;"><b>SECTION:</b> <b>SCHOOL CROSSING GUARD POLICY</b></p>	<p style="text-align: center;"><b>DATE: JANUARY 28, 2020</b></p>
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### **POLICY STATEMENT**

The Town of Kirkland Lake is dedicated to the safety and protection of the children of Kirkland Lake, and as such, will provide for services, where necessary, of adult school crossing guards. This will provide for the safe and effective movement of students crossing the roadways.

### **Purpose**

The purpose of this policy is to:

- A. Ensure that school crossing guard services are provided in appropriate locations based on consistent provincial standards and sound judgment to support active and safe transportation options for students; and
- B. Ensure that the process to review school crossing guards locations is clearly communicated and accessible to citizens and community partners.
- C. Provide an outline of the functions, employment, training, and department of the Crossing Guards.

### **Locations**

To request that the Municipality add, remove or relocate a school crossing guard, any person or group may submit the request in writing to the Corporation and the request should include the following information:

- a. the name and contact information for the person;
- b. the location of the request;
- c. whether the request is to add, remove or relocate a school crossing guard; and
- d. any other supporting information.

When a request is received, it shall be forwarded to the Department of Community Services for review and recommendation to Council. Staff shall utilize the Exposure Index method as outlined in the Ontario Traffic Council School Crossing Guard Guide and provide a staff report.

### **Functions of a Crossing Guard**

1. The principal function of Crossing Guards is to assist children crossing a roadway during adequate gaps in traffic.
2. Crossing Guards will assist children crossing designated intersections on their way to school in a safe and expedient manner.
3. Crossing Guards will escort children across the designated crossings.
4. Adults may be escorted if they are accompanying children, or if requested.
5. If natural gaps in traffic flow prove to be insufficient, the Crossing Guard shall create safe gaps so that the students may cross safely.
6. It is not the job of the Crossing Guard to expedite the flow of vehicular traffic on the roadway.

7. Crossing Guards shall direct children to cross roadways only after all traffic has come to a complete stop and while the Crossing Guard is clearly visible in the center of the roadway.
8. Crossing Guards will remain in the middle of the roadway with their stop sign elevated until the last student has finished crossing the roadway, and until they have also cleared the roadway.
9. Crossing Guards shall make every precaution to ensure that stopping traffic is conducted with the greatest amount of safety to the motorist, the Crossing Guard, and children using the crossing, taking into account the speed of vehicles on the road, road surface conditions, and visibility.
10. Crossing Guards shall provide the right of way to emergency vehicles with their emergency equipment activated.

## **Employment**

Applicants to the Program must:

1. Acquire a Vulnerable Sector Screening.
2. Have the physical health necessary to complete the requirements of the position

## **Training**

All new members will complete appropriate training prior to being placed into active Crossing Guard duty. Training provided to Crossing Guards will include, but not be limited to:

1. Legislation contained in the Accessibility for Ontarians with Disabilities Act of Ontario.
2. Proper usage of the stop sign.
3. Instruction on the proper and safe time to stop moving traffic.
4. Instruction on duties and responsibilities as set out in the Ontario Highway Traffic Act.
5. The proper procedure of reporting incidents of concern.

In the event remedial training is necessary, the member shall receive such training immediately and consecutively until the standard is met or determined that the member is not capable of fulfilling the core competencies of the position.

## **Dress & Department**

1. Crossing Guards shall be issued a high visibility vest and stop sign for use during their employment.
2. Crossing Guards shall be responsible for the good care, proper maintenance and serviceable condition of the uniform and equipment provided for their use.
3. A Crossing Guard shall promptly report to the Supervisor the loss of, damage to, or unserviceable condition of any issued property.

4. A Crossing Guard terminating service shall immediately return the uniform and all other issued equipment to the Supervisor.
5. A Crossing Guard shall not wear any article of uniform or use any equipment issued other than while en route to or from active duty.
6. Uniform or equipment of any kind issued to a Crossing Guard shall not be loaned to any other person.

A Crossing Guard, while in uniform, shall:

1. Be clean and tidy in appearance.
2. Not report for duty while under the influence of any alcoholic beverage or drug.
3. Not smoke, vape or possess or consume alcoholic beverages or drugs while on duty.
4. Not possess or consume alcoholic beverages or drugs while proceeding to or from duty.

Crossing Guards must not leave their crossing early, even in the event that there are no children.

Should a personal emergency arise in which a Crossing Guard needs to leave their crossing, the Supervisor must be notified immediately.

### **Critical Incident Stress Management**

In the event of a serious injury motor vehicle accident, or fatality, the Crossing Guard will have the opportunity to participate in a debriefing provided by the employer.

### **RESPONSIBILITIES**

The **Crossing Guards** are responsible for:

1. Being punctual at the designated crossings and remaining there until the end of their shift.
2. Wearing issued shirts or jackets, reflective vests and other issued articles of clothing and use the issued stop signs, and other provided equipment, while on duty.
3. Making every effort to ensure the safety of children and motorists while conducting Crossing Guard duties.
4. Conducting Crossing Guard duties in compliance with this policy, provided training, related sections of the Ontario Highway Traffic Act, Town By-laws and Policies, and any other legislation related to the conduct of Crossing Guards.
5. Report any incidents occurring while on duty as a Crossing Guard to the Supervisor.

Approved by: Council

Date: January 28, 2020



## Crossing Guard Services

*Town of Kirkland Lake*

**Type of Document:**

**RFQ Number: 2020-01**

**The Corporation of the Town of Kirkland Lake:**

P.O. Box 1757, 3 Kirkland Street

Kirkland Lake, Ontario

P2N 3P4

**Closing Date and Time:**

2020-02-10; 02:00 PM

## Table of Contents

1. Introduction .....	2
1.1 Objectives .....	2
1.2 Proposals Content.....	3
1.3 Evaluation .....	3
2. Terms and Conditions .....	3
2.1 Project Timelines .....	3
2.2 Communications .....	4
2.3 Quote Submission Format .....	4
2.4 Quote Withdrawal or Amendment.....	4
2.5 Period of Validity & Clarification.....	5
2.6 Award of Project to Successful Proponent & Notification to Unsuccessful Proponents.....	5
2.7 Restrictions on Communications .....	5
2.8 Freedom of Information and Protection of Privacy.....	5
2.9 Rights of the Town of Kirkland Lake .....	6
3. Conflict of Interest .....	6
4. Insurance Requirements.....	6
Schedule "A" Form of Quotation .....	7
Schedule B - References .....	12
Schedule C - General Terms and Conditions .....	13
Schedule D - Crossing Guard Policy.....	21

## 1. Introduction

The Town of Kirkland Lake is seeking the services of a qualified firm with experience in crossing guard management and services to supply six fully trained crossing guards at six different locations, Monday through Friday, excluding days when schools are not in session, for the following time period:

- Remainder of 2019/2020 School Year
- 2020/2021 School Year
- 2021/2022 School Year

An option to renew for the 2022/2023 school year may be considered prior to the end of this contract.

Staff will review the RFQ submissions and present to Council the winning proposal. The Director of Community Services is the project manager for this review. Other departments and members of the public may partake and provide assistance, as and if required.

### 1.1 Objectives

The successful proponent will be able to fully manage crossing guard services including the following:

1. Provide fully trained and equipped crossing guards for each of the crossing guard locations within the Municipality.
2. Maintain employment records for Crossing Guards.
3. Ensure all Crossing Guards receive payment for services provided.
4. Ensure the Crossing Guard Policy is adhered to (Schedule D).
5. Provide a supervisor to ensure guard activities are taking place at the required places and times and that guards are complying with the proper safety procedures.
6. Provide fully trained and equipped alternate personnel to ensure all contracted locations are covered in the event regular personnel are absent.
7. The firm shall have a Pre-employment Screening Program for crossing guards that shall include: Employment reference check, and Vulnerable Sector Screening.
8. Provide all crossing guards with high visibility, reflective vests and hand held stop signs.
9. Provide training for all crossing guards.
10. The firm shall be prepared to hire existing crossing guards that are interested in transitioning from Town of Kirkland Lake employment. Existing crossing guards that transition to firm employment shall be provided training and equipment as described above.
11. The firm shall investigate all public complaints concerning crossing guard services. In the event of a complaint, the firm shall contact the municipality's liaison, within 1 business day to advise status of remedy/resolution of said complaint. The firm shall furnish a written report of the incident to the liaison within five business days after the occurrence.
12. It is the intent of this contract to provide for school day coverage of the listed locations. Other additions and/or deletions of locations may be proposed during the contract, and billing will be adjusted accordingly.

### Locations

- 1) Federal School – Tweedsmuir Rd
- 2) Central School – Station Road and Kirkland Street
- 3) ECJV/Sacred Heart – Duncan Ave / Hudson Bay Ave
- 4) St. Jerome – Queen Street/Woods Street
- 5) Assumption School – Churchill Drive/Fourth Street
- 6) Pronto Intersection – Taylor Ave/Brookbank Ave/O'Meara Blvd

### Timing

30 minutes prior to and after the ringing of the bell at each school is required. Bell times will be confirmed by the liaison.

## 1.2 Proposals Content

### ITEMS TO INCLUDE IN SUBMISSION

The Proponent shall provide the following information, in the order and format listed below.

#### Pricing and Taxes

The Proponent shall complete "Schedule A— Form of Quotation" that sets out the price for the service proposed. Prices shall remain firm for a period of 60 days from the date of Proposal closing time.

#### References

The Proponent shall complete "Schedule B— References" — listing a minimum of four current work related references. The Town reserves the right to contact any or all of the supplied references (municipal preferred) and may disqualify Proponents who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.

## 1.3 Evaluation

### Evaluation Criteria

Firms will be selected for further consideration and possible follow up interviews based on the following criteria:

CRITERIA	RATING %
<b>Completeness and accuracy of the proposal</b> Understanding of the proposed project The quality of the proponent's submission	10
<b>Relevant Work Experience</b> Past ability to successfully complete similar projects	25
<b>References</b> References of clients, complete with contact names and numbers	20
<b>Pricing</b>	25
<b>Meets expectations of general and detailed specifications</b>	20
<b>TOTAL</b>	100

## 2. Terms and Conditions

The proposal instructions provided shall be strictly adhered to by the Proponents submitting in response to this RFQ. The Town of Kirkland Lake reserves the right to disqualify any proposals that do not comply with the proposal submission requirements provided herein.

### 2.1 Project Timelines

Below are the relevant dates governing the timelines for this project:

Issue RFQ  
Deadline for Questions concerning the RFQ  
Response to RFQ Questions  
**Proposal Submission Deadline 2:00pm EST**  
Notification to successful Proponent

January 29, 2020  
February 3, 2020  
February 6, 2020  
February 10, 2020  
February 12, 2020



## 2.2 Communications

Proponents submitting a proposal in response to this RFQ shall examine all instructions contained within this RFQ and shall provide any questions and report any errors, omissions or ambiguities **in writing by e-mail** to:

Bonnie Sackrider, Director of Community Services  
P.O. Bag 1757, 3 Kirkland Street  
Kirkland Lake, Ontario  
P2N 3P4  
Email: [bonnie.sackrider@tkl.ca](mailto:bonnie.sackrider@tkl.ca)

The Town of Kirkland Lake is not obligated to provide additional information to Proponents, and any information provided is at the sole discretion of the Town.

The Town of Kirkland Lake and its advisors make no representation or guarantee with respect to the accuracy of the information provided in the Request for Proposal document. Further, Proponent's shall undertake their own investigations and make their own determinations as to the additional information necessary to respond to this RFQ. Proponents submitting a proposal in response to this RFQ agree that the contents of the RFQ shall form part of their proposal.

## 2.3 Quote Submission Format

To receive consideration, three (3) hard copies of the proposal shall be submitted in a **sealed envelope** identifying the Proponent, and addressed as follows:

Corporation of the Town of Kirkland Lake  
P.O. Bag 1757, 3 Kirkland Street  
Kirkland Lake, Ontario,  
P2N 3P4  
Attention: Miss Meagan Elliott, Clerk

### **PROPOSAL SUBMISSION: CROSSING GUARD MANAGEMENT**

**Quotes must be received at the above noted address no later than 2:00 PM EST, on January 30, 2020. Bids received after this time will be returned unopened, and faxed or emailed submissions will not be accepted.**

Non-public opening of the Proposals will take place on the same day at 2:00 p.m. at the Municipal Office at 3 Kirkland Street, Kirkland Lake, Ontario.

## 2.4 Quote Withdrawal or Amendment

Proponents may amend or withdraw their quote, provided such withdrawal or amendment is received prior to the closing deadline. Amendments to the quote must be submitted following the same terms and conditions as the main quote and shall clearly identify the section(s) of the quote that the amendment is replacing.

## 2.5 Period of Validity & Clarification

Quotes submitted in response to this RFQ shall remain valid for a period of 60 days from the submission deadline. The Town of Kirkland Lake reserves the right to seek clarification of any aspect of quotes received in response to this RFQ. Clarifications provided by Proponents shall be deemed to form part of the quote submitted by the Proponent.

## 2.6 Award of Project to Successful Proponent & Notification to Unsuccessful Proponents

The Town of Kirkland Lake will endeavour to select a proponent within 10 days of the Quote Submission Deadline. Written notification will be provided to the successful proponent.

The successful Proponent will be required to enter into an agreement for Crossing Guard services using the Town of Kirkland Lake's standard agreement. The agreement will include provisions requiring the proponent to not exceed the prescribed project scope or fee upset limit without the prior written consent of the Town. The agreement will also contain provisions requiring the proponent to comply with all applicable laws in Ontario and Canada in carrying out the project. General terms and conditions are attached as Schedule "C" to this RFQ.

If the successful Proponent does not execute the Agreement, or fails to comply with conditions of award within 15 business days of written notification of selection, the Town will have sole discretion to withdraw its offer to the successful Proponent, and the Town will incur no liability to the Proponent for taking such action.

When the signed Agreement is in place between the successful Proponent and the Town, written notification will be provided to the unsuccessful Proponents advising of the project award. Proponents submitting RFQ's for this project agree that the selection of the successful proponent by the Town of Kirkland Lake is final and binding, and at the sole discretion of the Town.

## 2.7 Restrictions on Communications

Proponents participating in this RFQ, shall not initiate communication regarding this RFQ with any member of Town of Kirkland Lake staff (including elected officials), except for the contact identified in the RFQ document. Proponents who violate this clause may be subject to disqualification at the sole discretion of the Town of Kirkland Lake.

Proponents participating in this RFQ, shall treat all information regarding the RFQ provided by the Town as confidential, and shall not disclose such information to third parties, including the media unless approved in writing by the Town. Proponents shall return any project information provided by the Town to the Town of Kirkland Lake if so requested.

## 2.8 Freedom of Information and Protection of Privacy

The Town of Kirkland Lake may at any time, make public the names of all Proponents responding to this RFQ.

Additional information may be released in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended. Any proponent proprietary or confidential information contained in the quote should be clearly identified. The Town will maintain confidentiality on such information unless ordered to release the information by the Information and Privacy Commission or a court.

## 2.9 Rights of the Town of Kirkland Lake

In addition to any other rights (expressed or implied) the Town of Kirkland Lake reserves the following rights:

- Request clarification or supplementary information concerning a quote from any Proponent.
- Confirm with the proponent, a third party or references (whether provided in the quote or not) confirmation of any information provided by the Proponent in their quote.
- Issue addenda which may substantially change the content of this RFQ.
- Waive formalities and accept any quote that substantially meets the intent of this RFQ, and which complies with the Town Purchasing Policy.
- Negotiate different or additional terms with any proponent submitting a quote in response to this RFQ.
- Reject any or all quotes submitted in response to this RFQ at its sole discretion.
- Select any proponent whose quote is not the lowest cost to the Town.
- Disqualify any proponent whose actions or quote violates terms and conditions stated within this RFQ.

The Town of Kirkland Lake will not be held responsible for Proponent or third party costs, claims, direct or indirect damages caused by the Town exercising its rights reserved in this section or otherwise expressed or implied in this RFQ.

## 3. Conflict of Interest

Proponent submitting RFQ's for this project shall disclose any perceived or actual conflict of interest relating to this assignment to the Town prior to submission of the quote and in such circumstances, shall obtain the approval of the Town to submit a quote.

Conflict of Interest could include, but is not limited to, any situation or circumstance where:

- The proponent has access to confidential information from the Town that is not available to other proponents.
- The proponent has undertaken an act that could be perceived as compromising the integrity of the open and competitive RFQ process, resulting in the proponent having an unfair advantage.

## 4. Insurance Requirements

The Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than **Five Million Dollars (\$5,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property including loss of use. The policy shall include The Town of Kirkland Lake as an additional insured for all work performed by or on behalf of the Proponent and provide proof of insurance to the Town upon notification of award.

The Proponent shall carry standard automobile and non-owned automobile liability insurance, providing protection against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents. The liability limits for owned and non-owned vehicles shall be a minimum of **Five Million Dollars (\$5,000,000.00) per occurrence**.

The Proponent shall carry Professional Liability Insurance with coverage of at least **Five Million Dollars (\$5,000,000) per claim**. The Proponent shall be entirely responsible for the cost of any deductible that is required in any insurance claim. All insurance policies referenced in this section shall be maintained in good standing throughout the duration of this project.

## Schedule "A" Form of Quotation

Each **FORM OF QUOTATION** should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the Town may consult regarding the Quotation.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Quotation. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Quotation.

**NOTE:** All portions of "Form of Quotation" must be accurately and completely filled out.

ITEM #	PROJECT SCOPE	# of hours per day	Hourly Rate	20 days per month	Total monthly price
1	To provide for the facilitation and provision of Cross Guarding Services for the Town of Kirkland Lake, as per the criteria in section 1.1.  <b>Payment based on 6 hours per day x hourly rate x number of days worked in month.</b>	6		20	
				<b>SUB-TOTAL:</b>	
				<b>HST:</b>	
				<b>TOTAL</b>	

Page 1 of 5 to be submitted

I/We \_\_\_\_\_ offer to supply the requirements stated within.

the corresponding total cost of \$ \_\_\_\_\_ Tax included.

I/We hold the prices valid for 60 (sixty) days from submission date.

The specifications have been read over and agreed to this \_\_\_\_ day of \_\_\_\_\_ 2019

Company Name	Contact name (please print)
Mailing Address	Title
Postal Code	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone	Fax
Cell Phone (if applicable)	E-mail



**Non-Collusion Affidavit**

I/ We \_\_\_\_\_ the undersigned, am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Kirkland Lake or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Quotation or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any Town purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Signed \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_



### Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:


In making this quotation submission, our Company has / has no (strike out inapplicable portion) knowledge of or the ability to avail ourselves of confidential information of the Town (other than confidential information which may have been disclosed by the Town in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Firm Name

Bidder's Authorization Official

Title

Signature



## Accessibility for Ontarians with Disabilities Act, 2005

### Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_

I, \_\_\_\_\_, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at [www.gov.on.ca/mcss/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

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



## Schedule B - References

	Municipality/Organization	Date	Description	Contact Name/Phone	Position
1					
2					
3					
4					

Page 1 of 1 to be submitted

## Schedule “C”

### General Terms and Conditions of Agreement

#### 1. General Description

The Town of Kirkland Lake seeks the services of a qualified firm to manage School Crossing Guards for the Town of Kirkland Lake.

#### 2. Clarification

It is the Proponent’s responsibility to clarify any details in question before submitting a Proposal. All official correspondence in regards to the scope of work should be directed to and will be issued by the Procurement Coordinator or designate for the Town of Kirkland Lake in the form of an addendum to all Proposal Takes registered with the Town. The Town will assume no responsibility for oral instruction or suggestions.

Errors, omissions or ambiguities discovered in the contents of this Request for Proposal should be submitted, in detail to: Bonnie Sackrider, Postal Box 1757, Kirkland Lake, ON P2N 3P4 or [bonnie.sackrider@tkl.ca](mailto:bonnie.sackrider@tkl.ca) No allowance for questions will be made after this date.

#### 3. Acceptance or Rejection of Proposals

The submission of Proposals does not obligate the Town to accept any Proposal or to proceed further with the acquisition. The Town may, in its sole discretion, elect not to proceed with the acquisition in whole or in part any may elect not to accept any or all Proposal components for any reason or to cancel the acquisition without any obligation whatsoever to Proponents.

The Town reserves the right to reject any of all Proposals for reasonable cause and to accept any Proposal if considered in the best interest of the Town. The lowest or any proposal not necessarily accepted.

Should the Town not receive any Proposals satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the RFQ documents or negotiate an Agreement for the whole or any part of the acquisition with any of the Proponents or the lowest compliant.

Proposals which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the RFQ documents or are otherwise irregular in anyway, may at the sole and absolute discretion of the Town, be declared invalid and rejected.

The Town retains the separate right to accept or waive irregularities if, in the Town’s sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Town may, as a condition of RFQ acceptance, request a Proponent to correct a minor or technical irregularity with no change to the Proposal price.

The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Proposal, shall be at the Town’s sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the Town for any matter arising from the Town exercising its rights as stated in these General Terms and Conditions.

The Town reserves the right to view and discuss with any Proponent, the Proposal submitted by that Proponent. The Town reserves the right to negotiate with the Proponent, any reasonable changes or additions to the Agreement that the Proponent may propose. Negotiated changes or additions to the Agreement proposed by the Proponent will be included in the Agreement in the form of an Addendum and will take precedence over the RFO document and the Agreement proposed by the Proponent. If such changes or additions cannot be negotiated, the Town in its sole discretion may approach another Proponent for the supply of the goods or service.

#### 4. Award

Any award on this Proposal is conditional upon the Successful Proponent entering into an Agreement to supply the goods and/or services as required by this Proposal, within such time period as is satisfactory to the Town. Failing this, the Town reserves the right to cancel the award and then re-award this Proposal in whole or in part to any other Proponent, without any liability to the Successful Proponent, or to cancel this Proposal in its entirety.

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's Proposal and any subsequent negotiation, within seven (7) days of the date of notification of the Successful Proponents selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the Town to execute documentation as aforesaid up to sixty (60) days following the date of opening of their Proposals.

This request for Proposal is without any guarantee respecting the volume of business to be obtained from the Town.

#### 5. Proposal

- Proposals by fax will not be accepted;
- Partial Proposals are not accepted;
- The Town reserves the right to accept or reject any or all Proposals;
- The lowest Proposal will not necessarily be accepted;
- The Town reserves the right to enter into negotiations with a supplier and any changes to the Proposal that are acceptable to both parties will be binding.

Line items and/or total proposal price must be clearly indicated. The Proposal must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the Town unless otherwise provided herein. Submissions or adjustments by telegram, fax or letter will not be accepted.

H.S.T. will be applicable to the supply of labour and equipment.

The Proposal must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm submitting the proposal. If a joint Proposal is submitted, it must be signed and addressed on behalf of both of the Proponents.

The Successful Proponent shall be notified by means of written purchase order/agreement of the acceptance of his/her Proposal.

#### 6. Original Proposal Documents

It is understood that all terms and conditions, specifications, drawings, plans, all Proposal clauses, and the complete Proposal containing all documents as originally issued by and posted in the Public Works Division of the Town shall

constitute the Proposal request. Any Proposals received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by the Town.

## 7. Firm Prices

Proposals submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than sixty (60) days.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/services, overhead and profit, shipping and any other costs which should be known but net of taxes. Taxes on the total costs should be shown separately.

The Town makes no allowance for an increase of individual or total prices offered for the duration of the agreement.

## 8. Any or all Proposals Exceed Approved Budget

In the event that any or all Proposals exceed the approved budget, and staff is not prepared to seek additional funding, the Approval Authority may, opt for one of the following:

- a) Approach the lowest Proponent to seek options to change the requirements and obtain corresponding price change for the reduced requirements.
- b) Approach the top three Proponents to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Proponents that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

## 9. Legal Claims and Damages

The Town reserves the right not to accept a response from any person or Corporation which includes any non-arm's length Corporation and all related Corporations thereto who, or which, has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous Agreements, bid/proposal submissions or business transactions who is listed as either the Proponent or Sub Proponent or any Vendor/ Provider/ Agreement or within the submitted responses.

Also, a Proponent, by submitting a Proposal, agrees that it will not claim damages, by any means, in respect to any matter relating to the Proposal, the Bidding and evaluation process or any subsequent procurement process, if any, resulting from this proposal.

## 10. Removal from Proponents List

The Town reserves the right to remove from its list of Proponents, for a period of 3 years, the name of any Proponent who fails to execute or accept an Agreement or purchase order or for unsatisfactory performance on any previous or current Agreement held with the Town. See schedule "B" which for Town use only, will be used to evaluate the performance of the Successful Proponent.

## 11. Time is of the Essence

The Town shall have the right to cancel at any time any Agreement or any part of any Agreement resulting from this Proposal in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or

performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto.

## 12. Change/Amendment

At any time prior to the closing date and time, or the final award of the Agreement, the Town reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Proposal, in which case, a formal Addendum specifying the same in detail will be issued.

## 13. Agreement in Writing Only

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this Proposal, will be considered binding, and every notice, advise or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

## 14. Error & Correction

The Town will make all necessary corrections to any Proposal which is in error through addition or extension; the corrected value prevailing.

Any erasures, alterations or cross-outs must be initialed in ink by the Proponent. Failure to do so may result in the rejection of the Proponent's Proposal by the Town.

## 15. Standards and Legislation

The Successful Proponent may be required to provide written documentation that all materials or equipment offered in a Proponent's Proposal meet all applicable Municipal, Provincial and Federal standards, legislation and laws.

## 16. Municipal Conflict of Interest Act

Agreements in which a member of Council has an interest of which disclosure is required under the Municipal Conflict of Interest Act R.S.O 1990, as amended, are voidable at the instance of the Town before the expiration of two years from the date of authorization if such member fails to make such disclosure at the prescribed time.

## 17. Lobbying Restrictions

Suppliers, Proponents, their staff members, or anyone involved in preparing the Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Town's staff and members of Council.

The Town may reject any Proposal by a Supplier or Proponent that engages in such lobbying, without further consideration, and may terminate that Supplier/ Proponent's right to continue in the purchasing process. During a RFQ solicitation process, all communications shall be made through the named party within the competition document. No Supplier/ Proponent or person acting on behalf of a Supplier/ Proponents or group thereof, shall contact any elected official, proponent or any employee of the Town to attempt to seek information or to influence the Award.

Elected officials shall refer any inquiries about a Bid Solicitation process to the named party within the competition document.

## 18. Accessibility for Ontarians with Disabilities Act (AODA) Compliance

The Proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Proponent shall ensure that all of its employees, agents, volunteers or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Proponent acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Town of Kirkland Lake must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. The Proponent shall submit Schedule "A" – page 5, within as proof of compliance.

## 19. Occupational Health and Safety Requirements (O.H. & S.)

The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act, 2010. The Proponent shall be considered the "Constructor" under the terms and conditions of this Act.

## 20. Workplace Safety and Insurance Board (WSIB)

Note: Effective January 01, 2013, The Province of Ontario introduced and passed legislative Bill 119 as an amendment to the Workplace Safety and Insurance Act, 1997 – S.O. 1997, CHAPTER 16, Schedule A. The new rules state the Proponent must register with WSIB and obtain a clearance certificate prior to any work. If they do not have a clearance certificate, the principal may refuse entry to the job site until they have one. It will be an offence for a Proponent to perform construction work for a principal without valid clearance in place. A copy of the required clearance certificate must be attached to the Proponent's submission. Failure to do so may result in non-award of the Agreement. The Town retains the right to hire any additional equipment and Operators as is deemed necessary at its sole discretion for such cause. The Proponent shall have no right of appeal whatsoever due to non-compliance.

Clarification and more information can be obtained at Workplace Safety and Insurance Board 1-800-387-0750 or 1-416-344-1000 or [www.BeRegisteredBeReady.ca](http://www.BeRegisteredBeReady.ca)

The onus is on the Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

The Proponent must remain in good standing with the Worker's Compensation Board throughout the duration of the Agreement. The Proponent clearly understands and agrees that neither he/she nor anyone hired by him/her is covered by the Town of Kirkland Lake under the Workers Compensation Act, and the Proponent shall be responsible for and pay all dues and assessments payable under the Worker's Compensation Act, the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall furnish the Town with satisfactory evidence that he/she has complied with the provisions of such Act. If the Proponent shall fail to do so, the Town shall have the right to withhold payment for such sum or sums of money due to the Proponent as may be required to cover such default and the Town shall have the right to make such payment.

## 21. Municipal Freedom of Information and Protection of Privacy Act

This information is being collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this Proposal. Any information including all work as described in these documents, service or product details, unit prices, statements, and any other information provided by the Bidder shall be kept strictly confidential and release of same, except for

any details such as the name of the Successful Bidder and total price will be made public regarding this bid document stated in a report to the Council of the Town, shall only be granted in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 as amended.

Any proprietary or confidential information contained in the Proposal should be clearly identified

## 22. Failure to Comply with all Proposal Terms

Failure to comply with all terms, specifications, requirements, conditions and general provisions of this Proposal, to the satisfaction of the Town, shall be just cause for the cancellation of the Agreement award. The Town shall then have the right to award this Agreement to any other Proponent or to re-issue the Proposal. The Town shall assess against the defaulting Proponent any damages whatsoever as a result of failure to comply.

## 23. Payment Terms

The normal payment term offered by the Town is net 30 days from receipt of Invoice. Payment terms shall only be modified at the sole discretion of the Town to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Town. The Proponent agrees that the Town shall be entitled to the discounted stated herein if payment of invoices for the goods specified or called for in or under this Proposal, is made within the period specified herein after receipt and acceptance of such goods or services by the Town.

Unless otherwise indicated herein, invoices are payable in Canadian Funds at the Town of Kirkland Lake, Canada, and includes Harmonized Sales Tax or any other applicable taxes.

On December 12, 2017, the Ontario Legislation passed Bill 142, the Construction Lien Act, Amendment Act, 2017 into law. While Bill 142 passed Third Reading on December 12, almost all of the substantive provisions will not come into effect until proclaimed, and they will not be proclaimed until related regulations and forms are approved. Contract Management systems are asked to respond to adjudication review of their template contracts documents to ensure that they comply with the amendments.

## 24. Proposal Preparation Costs

All costs and expenses incurred by the proponent relating to its proposal will be borne by the Proponent. The Town is no liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection or any or all Proposals or the cancellation of this RFQ.

## 25. Notification to Proponents

Any notice that the Town may be required or desired to give to the Proponent shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail, courier, fax or by confirmed e-mail and addressed to the Proponent at the address shown for the Proponent on his submission, and shall irrefutable be presumed to have been received by the Proponent on the third day following such delivery of notice.

## 26. 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 purchasing or disposal process. The Bid, Proposal or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any Town purchasing or disposal process

will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

### **27. Protection of the Town**

The Successful Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the Town and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expenses, brought or made against or incurred by the Town, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied pursuant to this Proposal.

### **28. Adherence to Requirements**

The Proponent is requested to adhere strictly to all requirements and complete all sections of this Proposal Request including all appendices and Addendums. Failure to do so may be sufficient cause for rejection of the Proponent's submission.

### **29. Harmonized Sales Tax**

Pricing shall exclude Harmonized Sales Tax (HST) or any other applicable taxes but will be considered extra.

### **30. Withdrawal of Proposals**

Companies will be permitted to withdraw their Proposal, unopened after it has been deposited, if such a request is received by the Town Clerk or their designate in writing, prior to the time specified for the closing of Proposals.

### **31. Unenforceable Provisions**

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

### **32. Force Majeure**

It is understood and agreed that the Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other causes not within the control of the Provider and which by the exercise of reasonable diligence, the Provider is unable to prevent. Should the performance of any Agreement be delayed or prevented herein set forth, the Provider agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Agreement obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

### **33. Conflict Resolution**

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.



- All Parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Proponent or representative and the Town or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Town of the Provider.
- The Award of the arbitrator shall be final and binding upon the parties.
- The provisions of the *Arbitration Act*, 1991 S.O. 1991, Chapter 17, shall apply.

## Schedule D

### Town of Kirkland Lake School Crossing Guard Policy

<b>SECTION:</b>  <b>COMMUNITY SERVICES</b>	<b>SECTION:</b>  <b>SCHOOL CROSSING GUARD POLICY</b>	<b>DATE: JANUARY 28, 2020</b>
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#### **POLICY STATEMENT**

The Town of Kirkland Lake is dedicated to the safety and protection of the children of Kirkland Lake, and as such, will provide for services, where necessary, of adult school crossing guards. This will provide for the safe and effective movement of students crossing the roadways.

#### **Purpose**

The purpose of this policy is to:

- A. Ensure that school crossing guard services are provided in appropriate locations based on consistent provincial standards and sound judgment to support active and safe transportation options for students; and
- B. Ensure that the process to review school crossing guards locations is clearly communicated and accessible to citizens and community partners.
- C. Provide an outline of the functions, employment, training, and department of the Crossing Guards.

#### **Locations**

To request that the Municipality add, remove or relocate a school crossing guard, any person or group may submit the request in writing to the Corporation and the request should include the following information:

- a. the name and contact information for the person;
- b. the location of the request;
- c. whether the request is to add, remove or relocate a school crossing guard; and
- d. any other supporting information.

When a request is received, it shall be forwarded to the Department of Community Services for review and recommendation to Council. Staff shall utilize the Exposure Index method as outlined in the Ontario Traffic Council School Crossing Guard Guide and provide a staff report.

#### **Functions of a Crossing Guard**

- 1. The principal function of Crossing Guards is to assist children crossing a roadway during adequate gaps in traffic.
- 2. Crossing Guards will assist children crossing designated intersections on their way to school in a safe and expedient manner.
- 3. Crossing Guards will escort children across the designated crossings.
- 4. Adults may be escorted if they are accompanying children, or if requested.

5. If natural gaps in traffic flow prove to be insufficient, the Crossing Guard shall create safe gaps so that the students may cross safely.
6. It is not the job of the Crossing Guard to expedite the flow of vehicular traffic on the roadway.
7. Crossing Guards shall direct children to cross roadways only after all traffic has come to a complete stop and while the Crossing Guard is clearly visible in the center of the roadway.
8. Crossing Guards will remain in the middle of the roadway with their stop sign elevated until the last student has finished crossing the roadway, and until they have also cleared the roadway.
9. Crossing Guards shall make every precaution to ensure that stopping traffic is conducted with the greatest amount of safety to the motorist, the Crossing Guard, and children using the crossing, taking into account the speed of vehicles on the road, road surface conditions, and visibility.
10. Crossing Guards shall provide the right of way to emergency vehicles with their emergency equipment activated.

### **Employment**

Applicants to the Program must:

1. Acquire a Vulnerable Sector Screening.
2. Have the physical health necessary to complete the requirements of the position

### **Training**

All new members will complete appropriate training prior to being placed into active Crossing Guard duty. Training provided to Crossing Guards will include, but not be limited to:

1. Legislation contained in the Accessibility for Ontarians with Disabilities Act of Ontario.
2. Proper usage of the stop sign.
3. Instruction on the proper and safe time to stop moving traffic.
4. Instruction on duties and responsibilities as set out in the Ontario Highway Traffic Act.
5. The proper procedure of reporting incidents of concern.

In the event remedial training is necessary, the member shall receive such training immediately and consecutively until the standard is met or determined that the member is not capable of fulfilling the core competencies of the position.

### **Dress & Department**

1. Crossing Guards shall be issued a high visibility vest and stop sign for use during their employment.
2. Crossing Guards shall be responsible for the good care, proper maintenance and serviceable condition of the uniform and equipment provided for their use.

3. A Crossing Guard shall promptly report to the Supervisor the loss of, damage to, or unserviceable condition of any issued property.
4. A Crossing Guard terminating service shall immediately return the uniform and all other issued equipment to the Supervisor.
5. A Crossing Guard shall not wear any article of uniform or use any equipment issued other than while en route to or from active duty.
6. Uniform or equipment of any kind issued to a Crossing Guard shall not be loaned to any other person.

A Crossing Guard, while in uniform, shall:

1. Be clean and tidy in appearance.
2. Not report for duty while under the influence of any alcoholic beverage or drug.
3. Not smoke, vape or possess or consume alcoholic beverages or drugs while on duty.
4. Not possess or consume alcoholic beverages or drugs while proceeding to or from duty.

Crossing Guards must not leave their crossing early, even in the event that there are no children.

Should a personal emergency arise in which a Crossing Guard needs to leave their crossing, the Supervisor must be notified immediately.

### **Critical Incident Stress Management**

In the event of a serious injury motor vehicle accident, or fatality, the Crossing Guard will have the opportunity to participate in a debriefing provided by the employer.

### **RESPONSIBILITIES**

The **Crossing Guards** are responsible for:

1. Being punctual at the designated crossings and remaining there until the end of their shift.
2. Wearing issued shirts or jackets, reflective vests and other issued articles of clothing and use the issued stop signs, and other provided equipment, while on duty.
3. Making every effort to ensure the safety of children and motorists while conducting Crossing Guard duties.
4. Conducting Crossing Guard duties in compliance with this policy, provided training, related sections of the Ontario Highway Traffic Act, Town By-laws and Policies, and any other legislation related to the conduct of Crossing Guards.
5. Report any incidents occurring while on duty as a Crossing Guard to the Supervisor.

Approved by: Council

Date: January 28, 2020





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

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*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

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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?

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## 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

**KIRKLAND LAKE PARKS AND RECREATION ADVISORY COMMITTEE (PRAC)**  
**TERMS OF REFERENCE**

**March 29, 2019**

**MANDATE**

The Parks and Recreation Advisory Committee shall act as an advisory body to Council regarding matters pertaining to the community parks, recreation, trails, sport, and leisure.

The primary roles of the committee are to support the recreation and sport capacity of the community by:

- Advocating for parks and recreation in Kirkland Lake, including identifying opportunities for the development of existing parks and the creation of new sites
- Ensuring provision of quality parks, trails, programs, services and facilities to meet the needs and interests of the community, that services all age groups, and promote the inclusion of youth, older adults and individuals with disabilities
- Making recommendations to Council concerning rules and regulations, programming, policies and fees related to parks, recreation, trails, sport and leisure to support the vision of an active, healthy community
- Providing information and making recommendations to Council with regard to short-term and long-term planning for the parks, recreation, and trails needs of Kirkland Lake
- Advising on volunteer development, including recruitment, recognition and support of those involved in the delivery of parks, recreation and trails opportunities and programs
- Collaborating with other non-profit organizations, agencies and municipalities
- Providing insight and recommendations to Council regarding recreational events and services organized or supported by the municipality

**MEMBERSHIP**

The Committee will ideally consist of up to (11) voting members as follows:

- ~~Up to three councilors~~ 2 councilors appointed by the mayor
- Up to nine members of the community at large, selected on the basis of their knowledge and interest in community parks, recreation, trails, health and well being, sport and leisure, youth engagement

**Staff Resources**

- The Director of Community Services (or designate) shall be the staff resource for the Parks and Recreation Advisory Committee for recreational policies, procedures, practices, fees and additional items as requested by the committee
- Administrative support shall include preparing meeting packages in co-operation with the Chair, taking minutes at all meetings and forwarding them to the Clerk for publication, and preserving all records and correspondence in accordance with the records retention by-law.

## **SELECTION**

Applicants should be residents of Kirkland Lake. Members will be selected on the basis of their knowledge, interest and participation in parks and recreation matters. Academic qualification, availability, work experience, community involvement, knowledge and professional expertise will be taken into consideration. Applicants who do not meet the above criteria may participate at the invitation of Council.

Applicants are to submit a letter of application describing their interests, qualifications and affiliations to the Clerk of the Town of Kirkland Lake.

## **TERMS**

Members may be appointed for a term concurrent with the term of Council or until successor members are appointed. Members may also be appointed for shorter or more flexible terms in consideration of special circumstances (e.g. to fill out a prematurely vacated term).

## **STRUCTURE**

A Chair and Vice Chair for the PRAC will be elected for a two-year term by majority vote among the members at the first meeting.

The Chair (or in their absence, Vice Chair), shall:

- Preside at all meetings of the Committee
- Act as official spokesperson for the committee when communicating with Council
- Perform such other duties as required by the Committee

The PRAC may appoint sub-committees or ad-hoc committees as needed to address specific projects or assignments. Such committees shall have the power to make recommendations to the Committee. Sub-committees and or/ ad hoc committee members, unless already appointed as PRAC members, shall have no voting privileges on the Committee.

## **QUORUM**

Quorum of the committee is 50% plus one of the voting members.

## **MAYOR'S ATTENDANCE**

As per Council's Procedural Bylaw, the Mayor is an ex-officio member of the Committee and as such has the same rights as other committee members, but is not obligated to attend meetings. The ex-officio member shall not be counted in determining quorum of the Committee, but is included in determining if a Committee has quorum.

## **COUNCILLOR'S ATTENDANCE**

As per Council's Procedural Bylaw, any member of Council not appointed to the select committee may attend the committee meetings, speak if recognized by the Chair, but is not entitled to vote.

## **EXPECTATIONS**

Committee members are solely responsible for declaring any pecuniary interest or conflict of interest relevant to matters under discussion at PRAC meetings or brought to the attention of the PRAC through the disclosure of staff, Council or deputations to the Committee.

Members who miss three consecutive meetings without reasonable cause and/or who are not fulfilling their respective responsibilities as determined by the Committee, may be asked to relinquish their membership by the Committee, and that recommendation shall be forwarded to Council.

The Committee Chair, or designate, will be expected to be available to make presentations to Council on PRAC reports.

Committee members shall serve without remuneration.

## **MEETINGS**

The Committee will meet a minimum of quarterly at the Kirkland Lake Community Complex, or at the discretion of the Chair.

The day and time of the meeting shall be determined by consensus at the first meeting of the term.

All meetings are open to the public; if required, closed meetings will be held in accordance with Municipal Act procedures.

Committee members will respect the confidentiality of all matters discussed at PRAC closed meetings and all information shared with the PRAC by municipal staff, Council or deputations to the Committee as related to closed meetings.

## **RULES OF PROCEDURE**

The Committee must follow the Town of Kirkland Lake Procedural Bylaw, unless otherwise approved by Council.

All Committee members shall adhere to the following:

- Comply with the Municipal Conflict of Interest Act
- Declare pecuniary interest, pursuant to The Municipal Conflict of Interest Act
- Adhere to the Municipality's Code of Conduct
- Maintain confidentiality in accordance with the Municipal Act

## **VOTING**

All members of the Committee, including the Chair, have a vote. If the votes of the members present at the time of the vote are equal for and against a motion, the motion is defeated. For the purposes of counting the vote, any member who abstains from voting (except for a stated conflict of interest) has their vote counted in the negative.

## **AUTHORITY**

The Committee is subject to Federal and Provincial Legislation, the Municipal Act and applicable municipal regulations.

The Committee does not have the authority to communicate with other levels of government on behalf of the municipal government; to bind the Corporation of the Town of Kirkland Lake in any manner whatsoever; to pledge the credit of the Town; or to authorize any expenditure to be charged against the Town. Members (other than Council Members) do not have the authority to speak publicly (e.g. to the media) on behalf of the Council unless so directed by municipal Council.

### **REPORTING**

The PRAC is an Advisory Committee established by Council in accordance with these adopted Terms of Reference. Committee members are bound by these Terms of Reference, and are accountable to Council.

The PRAC reports directly to Council, under the signature of the Chair or designate.

Subsequent to PRAC meetings, staff will prepare a report for the following Committee of the Whole meeting. The report will be presented by the primary Council representative, with support from staff.



**KIRKLAND LAKE**  
THE RIGHT ENVIRONMENT

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 17<sup>th</sup> day of February 2015.

  
\_\_\_\_\_  
Tony Antoniazzi, Mayor

  
\_\_\_\_\_  
Jo Ann Ducharme, Clerk



## LOCATION AGREEMENT

### AGREEMENT FOR INSTALLATION OF DIGITAL BACKLIT KIOSK UNIT & DIGITAL DISPLAY

In exchange for exclusive digital advertising rights, Futuresign Multimedia Displays Inc. ("Futuresign"), agrees to install 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 for exclusive use of the Municipality of Kirkland Lake ("The Municipality") within the Kirkland Lake Community Centre for information, entertainment, and/or scheduling purposes (2/3 split screen content) with an advertising scroll (1/3 split screen content) for the use of both Sponsors and the Municipality. Furthermore, in exchange for exclusive advertising rights, Futuresign agrees to install an additional 55" Commercial Grade LED HD Flat Screen Digital Display for information, entertainment, and/or scheduling purposes (2/3 split screen content) with an advertising scroll (1/3 split screen content) for the use of both sponsors and the Municipality. Display content and location to be determined in consultation with the Municipality and Facility Management.

Futuresign agrees to handle all of the sales and collection of sponsorships for the displays in compliance with all community advertising standards. Should Futuresign find that advertising sales for the Displays are insufficient to support the placement of the units it will have the right to cancel this contract. Futuresign will keep the Municipality apprised of its efforts to secure sponsorship, and confirm that sufficient sponsorships have been secured prior to the Municipality undertaking any infrastructure upgrades required for the project.

Futuresign agrees to bear all costs of production, installation, necessary maintenance and IT support to operate the Displays for the duration of the contract. The Municipality will be responsible for supplying the necessary electrical infrastructure and hard wired internet requirements to supply power and remote access capabilities to support the proper functionality of the Displays. Futuresign will provide onsite training and support documentation, as well as ongoing training support, to all necessary staff that will be operating the technology. Should the systems cease to operate properly or require maintenance of any kind, the Municipality agrees to contact Futuresign so that any such issues are remedied as immediate as possible.

The contract term between Futuresign and the Municipality will be for a period of five (5) years from date of the Displays' installation, with an option to renew the contract term for an additional five (5) year period if agreed upon by both parties. During the contract term, Futuresign will hold exclusive rights to advertising in the lobby of the facility and in addition, Futuresign will remit a fee of \$1,000 (plus HST) per annum beginning in year four (and beyond) of the contract term. Subject signage remains the property of Futuresign Multimedia Displays Inc.

Agreed and accepted this 26<sup>th</sup> day of June, 2015.

  
per Futuresign Multimedia Displays, Inc.

  
per the Municipality of Kirkland Lake



# KIRKLAND LAKE

THE RIGHT ENVIRONMENT

REPORT TO COUNCIL	
Meeting Date: 6/16/2015	Report Date: <a href="#">Click here to enter a date.</a>
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: Wilfred Hass	Department: Economic Development

## Report Title

Community Advertising Project

## Recommendations

That council direct staff to sign a contract with Futuresign Canada and proceed with the project as described below.

## Budget Implications

There is an opportunity for revenue generation from year 4 onwards.

## Background

Earlier this year, the Economic Development Department received Council's permission to launch a community advertising project. The objective of the project was to find ways to use digital media to promote local businesses and events and the community as a whole. This is in keeping with the recommendations made in the 2014 community strategic plan which encouraged the municipality to find creative ways to support local businesses and to promote tourism. The project received \$5,000 support funding from KDCDC.

The original intent was to strategically locate digital media in high visibility/high traffic locations in corporate facilities, and then to populate the media with self created advertisements and promotional videos. Research showed however that a self directed approach would be extremely time consuming and expensive for the municipality to sustain. As a result, we looked for a different model.

We were contacted in March by FutureSign. This is an established Canadian company that places digital and static advertising in small town arenas etc around southern Ontario. They are interested in expanding in the north and are looking for a test case. They had heard of us through a mutual acquaintance, and felt that KL was an excellent prospect because of its active event calendar, history, etc.

FutureSigns has proposed putting up a 4'x8' display in Complex lobby area. This would comprise a series of static panels advertising local businesses. In the centre of the display will be a 42' commercial



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grade TV. It will play digital advertisements of local businesses as well as whatever content the Complex wishes to show (i.e. program information, municipal information, promotional videos). FutureSigns will also set up a separate 55" TV in the lobby that will, via a split screen, offer additional advertising and programming information.

In exchange for a five year exclusive contract to render digital advertising at the Complex, FutureSigns proposes to absorb all equipment, set up, training, service, equipment replacement and removal costs. Corporate staff will have access to the control system, allowing them to make content changes on the fly. The offer is dependent on FutureSign being successful in signing up sufficient numbers of advertisers. They have committed to focusing their efforts on companies that do business in KL. No installations will take place until such a time as sufficient buy in is secured.

The Complex is of most interest to FutureSign because of the high volume of foot traffic it enjoys year round. From our perspective, it makes the most sense because the Complex, as the centre of sport activity in KL, offers local businesses the best chance to promote themselves to visitors as well as locals.

The original plan called for a digital displays at other locations as well, specifically HHN. The lower volume of traffic there does not make it a priority for FutureSigns right now. However, they offered us a discounted price on a commercial TV, with a five year warranty and full service and support, and full access to the control system. That will allow us to operate a comparable system as at the Complex, and with excellent content control. If we ever disengage from FutureSign, the unit remains ours and is fully capable of being used independently of FutureSign's network. The cost savings we will realize at HHN will allow us to consider other placement options in other town buildings.

### Options / Discussions

Going it alone, meaning we buy our own display units and create our own content, is not recommended due to the demand on the municipality's human, financial and technical resources. We have looked at competing companies in the past, but the costs involved and content management restrictions were not attractive.

We believe that FutureSign offers the best way of achieving what we set out to do.

### Other Departments Consulted and Affected

Municipal Information Systems, Complex, CAO.

### Attachments

### CAO Comments



## REPORT TO COUNCIL

Meeting Date: 3/3/2020	Report Date: 2/27/2020
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: Ashley Bilodeau	Department: Planning and Land Development

### Report Title

Declare 40 Swastika Avenue as Surplus Land

### Recommendations

THAT Council declare 40 Swastika Avenue as Surplus Land

### Background

Where it has been determined that municipal land is no longer required by the Town, Council can declare the property as surplus land with the intent to sell. The property known as 40 Swastika Avenue has very little development potential, being in an area that is difficult to service and heavily sloped.

### Budget Implications

There is possible revenue from the sale of the land.

### Options / Discussions

Proceed with declaring the land as surplus.

Do not proceed with declaring the land as surplus.

### Other Departments Consulted and Affected

Public Works

# Attachments

## Schedule "A" – Property identification map





REPORT TO COUNCIL	
Meeting Date: 3/3/2020	Report Date: 2/27/2020
Decision Requested: <input type="checkbox"/> Yes <input checked="" 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: Meagan Elliott	Department: Clerk

### Report Title

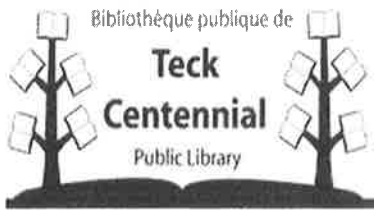
Notice of Intent from the Integrity Commissioner

### Background

Expertise 4 Municipalities (“E4m”) was appointed as the Integrity Commissioner for the Town of Kirkland Lake by by-law 19-028. A request of inquiry was received by E4M on June 27, 2019, and the investigation was completed December 18, 2019. A report was submitted to the Town on February 21, 2020. Section 10.3 of the Integrity Commissioner Inquiry Protocol requires that the Clerk shall indicate on the regular agenda of Council notice of intent from the Integrity Commissioner to submit a Report for consideration at the following regular meeting. This is the notice that the report will be brought forth on the March 17, 2020 agenda.

### Budget Implications

There have been costs to the Town associated with this inquiry.



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10 Kirkland Street East, Kirkland Lake, ON P2N 1P1  
Telephone: (705) 567-7966 ~ Fax: (705) 568-6303  
[www.olsn.ca/kirklandlakepl](http://www.olsn.ca/kirklandlakepl)

February 6, 2020

Ms. Meagan Elliot  
Municipal Clerk  
The Corporation of the Town of Kirkland Lake  
P.O. Box 1757  
Kirkland Lake, ON P2N 3P4

Dear Ms. Elliot,

I am writing to inform you that at the Thursday, January 23, 2020, Kirkland Lake Public Library Board meeting, a seat was declared vacant on the Board due to the resignation of Mr. Tom Barker.

In keeping with the legislative requirements of the Public Library Act under Section 11, Sub-Section 1 and Section 12, I am notifying you of this vacancy.

Should you require further information, please do not hesitate to contact Cheryl Lafreniere, CEO / Head Librarian in connection with this matter.

Yours truly,

Mrs. B. Day  
Chairperson  
Kirkland Lake Public Library Board

BD/cl

c.c. Mayor Pat Kiely

782 Dougal Road, RR2,

Swastika, Ontario

P0K 1T0

Feb. 3, 2020

To Whom It May Concern,

Please consider me as a new member of the Teck Centennial Library Board commencing February 20, 2020 which is the next date of their Board meeting.

My family and I are constant users of the Library and have been for many years.

Sincerely,

A handwritten signature in blue ink that reads "Susan Darling". The signature is written in a cursive style with a large initial 'S' and 'D'.

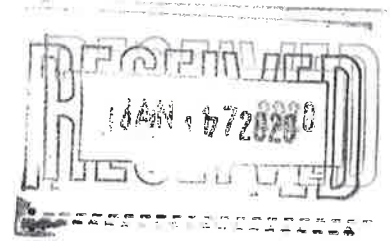
Susan Darling



## SEIZURE & BRAIN INJURY CENTRE

education • awareness • support

Enhancing lives...



Mayor Pat Kiely  
Town of Kirkland Lake  
3 Kirkland Street  
P.O. Box 1757  
Kirkland Lake, ON P2N 3P4

January 20, 2020

Dear Mayor Kiely:

Re: Epilepsy Month – March

I am writing to you today on behalf of those in the Temiskaming Shores area affected by seizures (epilepsy). March is Epilepsy Awareness Month which is celebrated throughout Canada coast to coast. We are inviting Temiskaming Shores to help us participate in this unique event that is supported throughout the country.

We would also like to declare March Epilepsy Month in Temiskaming Shores area. The Centre will supply all staff and council members with a purple ribbon to wear during the week of March 26<sup>th</sup> if they would like. Of course we hope you will be encouraging all citizens to wear a lavender ribbon in support of epilepsy. Finally, we would like to ask if it would be possible to promote “*March 26<sup>th</sup> Purple Day for Epilepsy*” on any community owned billboards.

Please feel free to contact me at 264-2933 for further discussion. Thanking you ahead.

Yours sincerely,

Rhonda Latendresse  
Executive Director  
sabicrl@eastlink.ca

**Kirkland Lake District  
Chamber of Commerce  
2019 People's Choice Awards**

Hello Everyone!

The results are in for the 2019 People's Choice awards. We would like to thank all our members for their contributions to our community, you are what makes Kirkland Lake.

We will be presenting the winners with their awards at our Annual Chamber Dinner, Thursday April 9th 2020. The event will start at 6:30pm, tickets are available through The Chamber office and are \$65.00 each.

Now what you all have been waiting for the winners are:

Professional Services: Paul Ayotte Insurance Brokers LTD.

Legal Services: Richard and Chamailard Law

Medical Care and Life Planning: French Family Funeral Home

Government Health Care/Life Planning: Kirkland and District Family Health Team

Accommodations: Microtel Inn and Suites

Entertainment, Marketing and Media: CJKL FM 101.5

Office and Apparel Services: Creative D-Signs

Home Services: Hoggarth Interiors

Trades and Services: Mak's Contracting

Restaurants: College Café and Catering

Retail: Giant Tiger

Mining and Forestry: Kirkland Lake Gold

Banking and Financial Services: Td Bank

**Government and Community: Town of Kirkland Lake**

Non-Profit: Royal Canadian Legion

Education and Business Development Services: Northern College

Automotive and Transportation: Pinewood Park Motors

Congratulations to all!

Don't forget to reserve your tickets as they are limited. We now accept all major credit cards, debit, e-transfers cash or Cheques.





## REPORT TO COUNCIL

Meeting Date: 3/3/2020	Report Date: 2/26/2020
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: Dennis Perrier	Department: Council

### Report Title

Technical Review Committee

### Recommendations

That Council directs staff to create a Technical Review Committee.

### Background

The Town of KL and its taxpayers would greatly benefit from having a “Technical Review Committee”. The committee should consist of a mix of experienced people from trades and construction.

The role of the committee could be as follows:

1. Review all fixed plant and mobile equipment and major parts purchases to review for best fit, quality, availability, longevity and price.
2. Review all capital projects over a \$50,000 threshold. Similar criteria as above.
3. Recommend best fit third party consultants, contractors and suppliers.
4. Aid in proper bid reviews and award recommendations for major equipment and capital project bids.
5. Other .....as required / as requested.

### Budget Implications

The committee would not cost anything to implement as they would be volunteers.

### Options / Discussions

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW 20-024

Being a By-law to Amend By-law 15-017  
for the Regulation of Parking for  
the Town of Kirkland Lake

**WHEREAS** according to Section 27 of the *Municipal Act, S.O. 2001, Chapter 25*, as amended, the Council of a Municipality may pass by-laws in respect to highways;

**AND WHEREAS** Section 137 of the *Highway Traffic Act, R.S.O. 1990, Chapter H.8*, as amended, permits the Council of the Municipality to provide by-laws for the erection of stop signs at the intersections on highways under its jurisdiction;

**AND WHEREAS** Council deems it expedient to amend By-law No. 15-017 to amend no parking areas within the Town of Kirkland Lake;

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

1. THAT Schedule "E" depicting Community Safety Zones within the Town of Kirkland Lake be hereby deleted and replaced with the updated Schedule "E", as attached to this By-law as Schedule "A".
2. THAT Table "E" depicting Community Safety Zones within the Town of Kirkland Lake be hereby deleted and replaced with the updated Table "E", as attached to this By-law as Schedule "B".
3. THAT Schedule "G" depicting Higher or Lower rates of Speed than that prescribed by the Highway Traffic Act within the Town of Kirkland Lake be hereby deleted and replaced with the updated Schedule "G", as attached to this By-law as Schedule "C".
4. THAT Table "G" depicting Higher or Lower rates of Speed than that prescribed by the Highway Traffic Act within the Town of Kirkland Lake be hereby deleted and replaced with the updated Table "G", as attached to this By-law as Schedule "D".
5. THAT Schedule "K-2" depicting Parking Restrictions within the Town of Kirkland Lake be hereby deleted and replaced with the updated Schedule "K-2", as attached to this By-law as Schedule "E".
6. THAT Table "K" depicting Parking Restrictions within the Town of Kirkland Lake be hereby deleted and replaced with the updated Table "K", as attached to this By-law as Schedule "F".
7. THAT this By-law shall come into full force and effect on the date of final passage hereof at which time all By-laws and/or resolutions that are inconsistent with the provisions of this By-law and the same are hereby repealed or rescinded insofar as it is necessary to give effect to the provisions of this By-law.

**READ A FIRST, SECOND AND THIRD TIME, ENACTED AND PASSED** this 2<sup>nd</sup> day of March 2020.

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Patrick Kiely  
Mayor

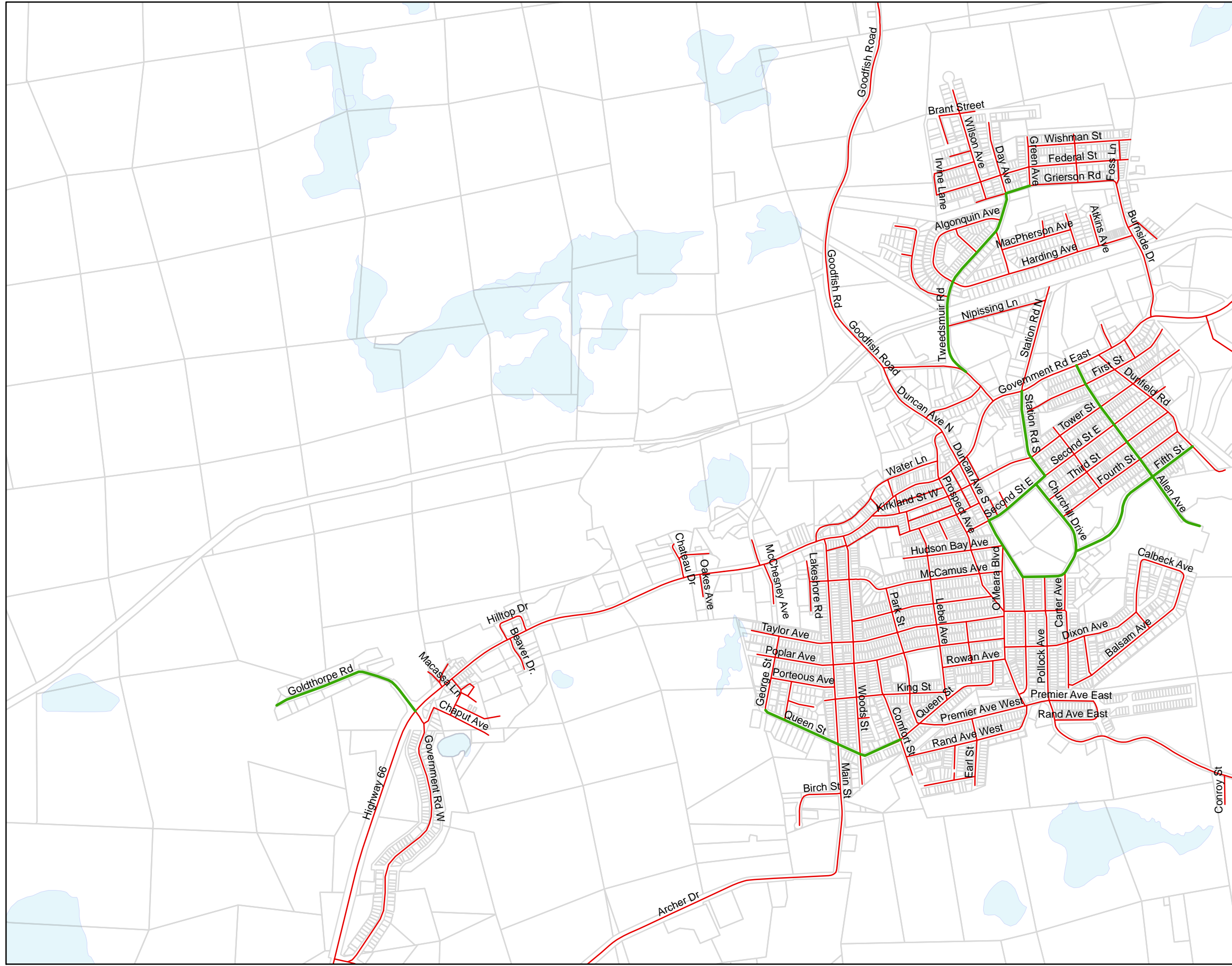
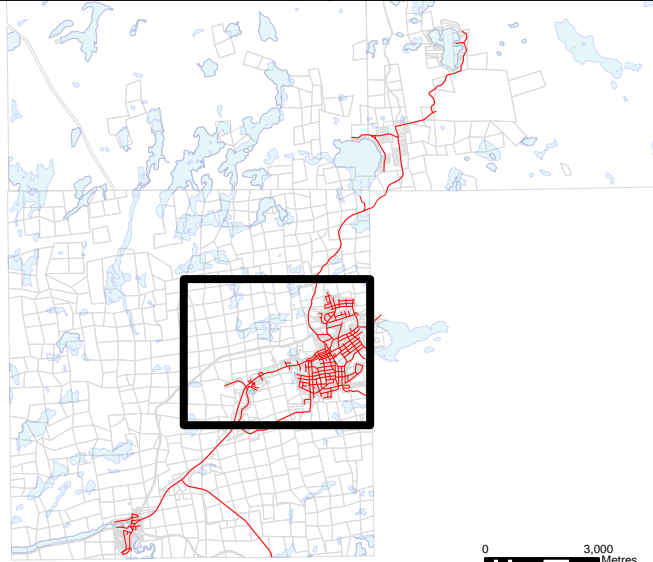
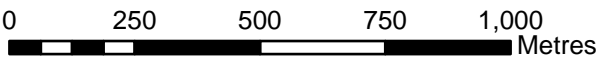
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Meagan Elliott  
Clerk

# Schedule E Community Safety Zones

## Legend

- Community Safety Zones
- Roads
- Parcels
- Lakes



<b>Table E - Community Safety Zones</b>			
<b>Identification Number</b>	<b>Street</b>	<b>From</b>	<b>To</b>
1	Allen Ave	Government Road East	Community Complex
2	Churchill Drive	Second Street East	Duncan Avenue
3	Duncan Avenue South	Churchill Drive	Second Street East
4	Goldthorpe Road	Government Road West	End of Goldthorpe
7	Queen Street	Comfort Street	George Street
8	Second Street East	Duncan Avenue	Station Road South
9	Station Road South	Second Street East	Government Road East
10	Tweedsmuir Road	Goodfish Road	Grierson Road
11	Fifth Street	Churchill Drive	Dunfield Road
12	Grierson Road	Tweedsmuir Road	Green Avenue

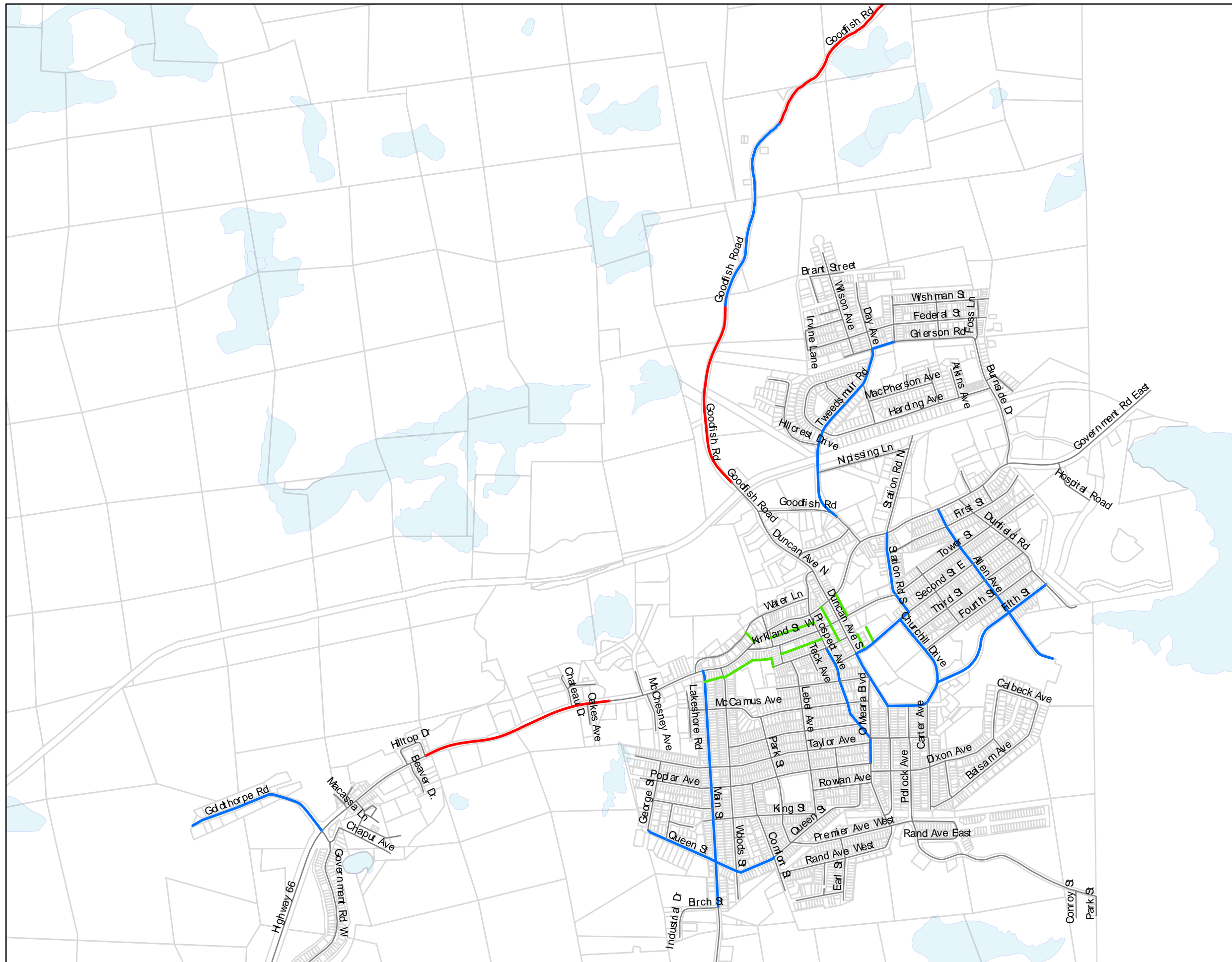
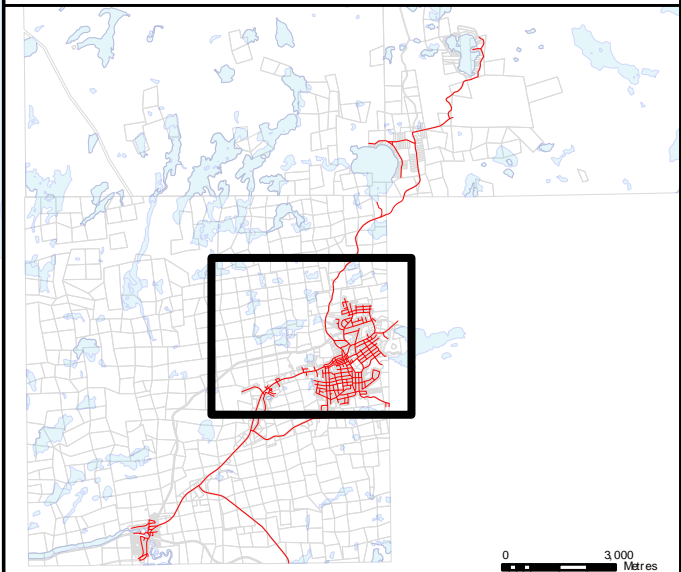
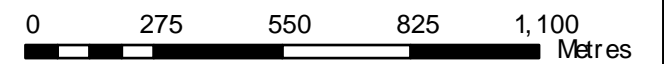
# Schedule G Higher or Lower Rates of Speed than that Prescribed by the Highway Traffic Act

## Legend

### Roads

- As prescribed
- 15 km/h
- 40 km/h
- 60 km/h

- ▭ Parcels
- ▭ Lakes







**Discover**  
KIRKLAND LAKE  
By-Law 15-017  
Amended by By-law 20-024

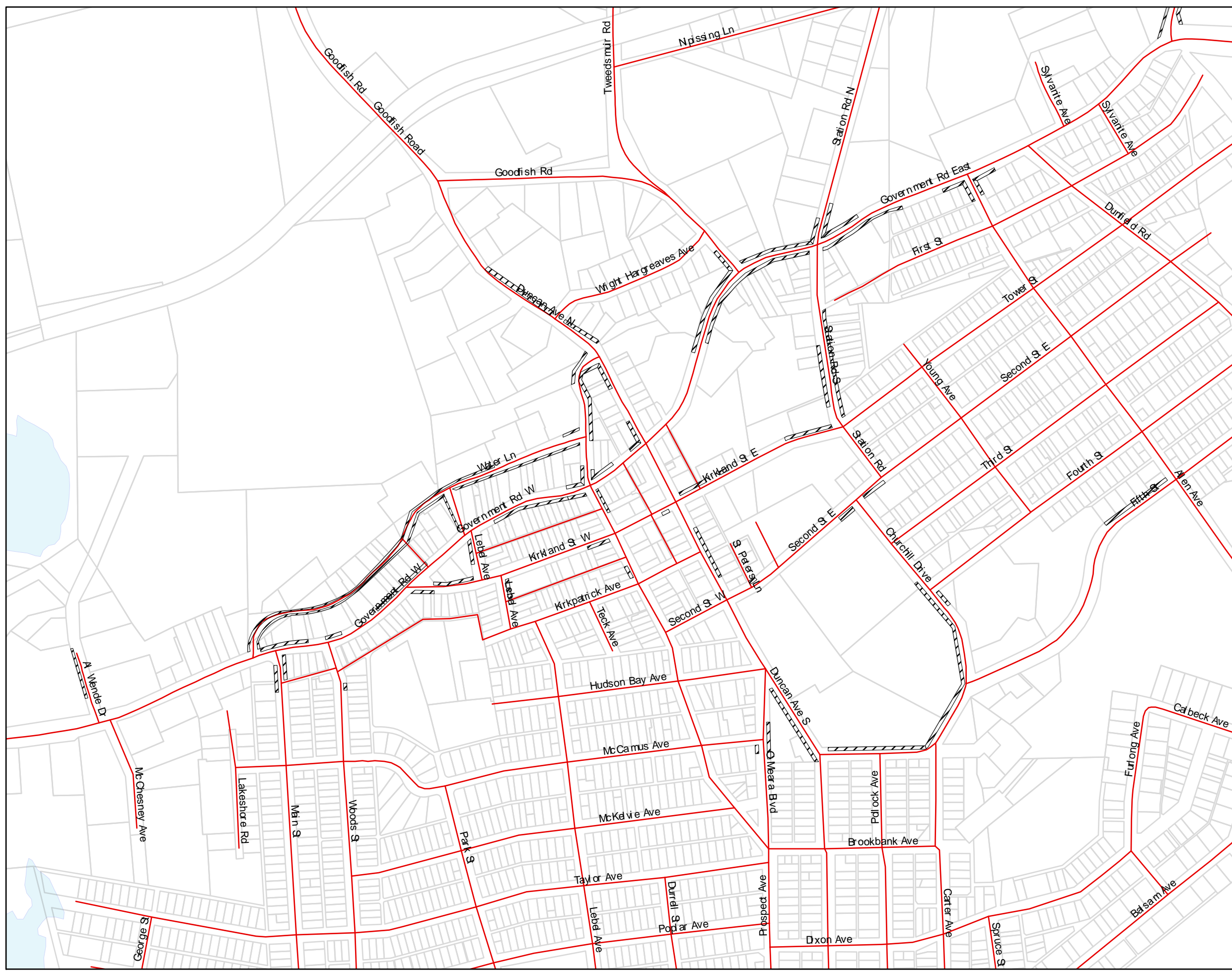
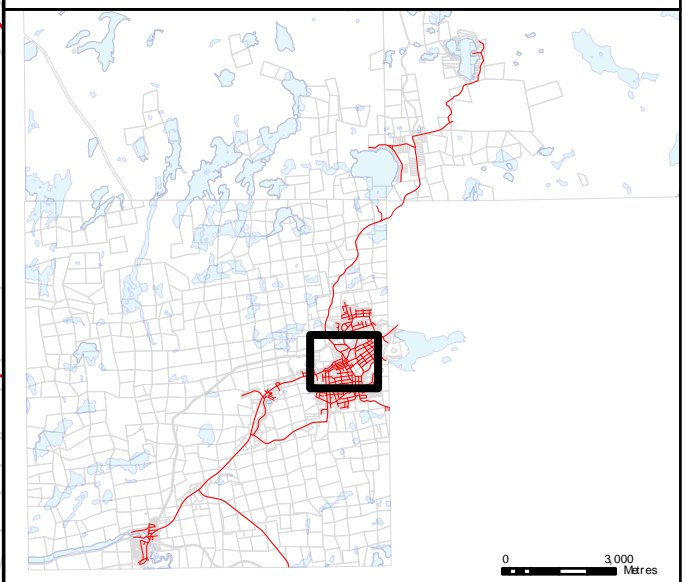
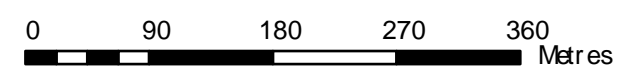
**Table G - Higher or Lower Rates of Speed than Prescribed by the Highway Traffic Act**

<b>Identification Number</b>	<b>Street / Laneway</b>	<b>From</b>	<b>To</b>	<b>Max Speed</b>
1	Allen Ave	Government Road East	Community Complex	40 km/h
2	Churchill Drive	Second Street East	Duncan Avenue	40 km/h
3	Duncan Avenue South	Churchill Drive	Second Street East	40 km/h
4	Goldthorpe Road	Government Road West	End of Goldthorpe	40 km/h
5	Goodfish Road	45 metres North of Railway Tracks	0.8 km North of Railway Tracks	60 km/h
6	Goodfish Road	0.8 km North of Railway Tracks	1.8 km North of Railway Tracks	40 km/h
7	Goodfish Road	1.8 km North of Railway Tracks	Airport Road	60 km/h
8	Government Road West	51 metres east of Beaver Drive	175 Government Road W (Tim Hortons)	60 km/h
9	Main Street	Government Road West	Birch Street	40 km/h
10	Prospect Avenue	Poplar Avenue	Kirkpatrick Avenue	40 km/h
11	Queen Street	Comfort Street	George Street	40 km/h
12	Second Street East	Duncan Avenue	Churchill Drive	40 km/h
13	Station Road South	Second Street East	Government Road East	40 km/h
14	Tweedsmuir Road	Goodfish Road	Grierson Road	40 km/h
15	Fifth Street	Churchill Drive	Dunfield Road	40 km/h
16	Grierson Road	Tweedsmuir Road	Green Avenue	40 km/h
17	Hospital Green	Second Street	North to end of laneway	15 km/h
18	St Peter's Lane	Second Street	North to end of laneway	15 km/h
19	Laneway	Kirkland Street East	Government Road East	15 km/h
20	Laneway	Government Road West	Kirkland Street West	15 km/h
21	Laneway	Kirkpatrick Street	Kirkland Street West	15 km/h
22	Laneway	Lebel Avenue	Prospect Avenue	15 km/h
23	Laneway	Lebel Avenue	Prospect Avenue	15 km/h
24	Laneway	Government Road West	Water Lane	15 km/h
25	Laneway	Kirkpatrick Street	Woods Street	15 km/h
26	Laneway	Woods Street	Main Street	15 km/h

# Schedule K-2 Parking Restrictions

## Legend

-  Parking Restrictions
-  Roads
-  Parcels
-  Lakes



**Discover**  
KIRKLAND LAKE  
By-Law 15-017  
Amended by By-law 20-024

By-Law 15-017  
 Amended by By-law 18-109  
 Amended by By-law 19-021  
 Amended by By-law 19-029  
 Amended by By-law 19-119  
 Amended by By-law 20-012  
 Amended by By-law 20-024

**Table K - Parking Restrictions**

Identification Number	Location	From	To	Road Side	Time Period
1	Al Wende	Front Entrance to Mall	Rear entrance to Mall	West	No parking between Nov. 1 <sup>st</sup> and April 15 <sup>th</sup>
2	Allen Avenue	Government Road East	South to laneway	West	No parking at any time
3	Allen Avenue	Government Road East	20 metres South	East	No parking at any time
4	Burnside Drive	Government Road East	Railway tracks	East	No parking at any time
5	Burnside Drive	Government Road East	Railway tracks	West	No parking at any time
6	Churchill Drive	Fourth Street	26m South	East	No parking at any time
7	Churchill Drive	Entrance to Assumption School on Churchill Drive	Carter Avenue	West	No parking at any time
8	Churchill Drive	Carter Avenue	Duncan Avenue South	North	No parking Monday to Friday 8:00am to 4:30pm
9	Duncan Avenue	Government Road	33 metres North	West	No parking at any time
10	Duncan Avenue	Prospect and Duncan Intersection (4 Duncan S)	Wright-Hargreaves Avenue	East	No parking at any time
11	Duncan Avenue	Prospect and Duncan Intersection	South boudary of 9 Duncan S	West	No parking at any time
12	Duncan Avenue North	44 Duncan Ave North	36 Duncan Ave N	East	No parking at any time
13	Duncan Avenue North	Wright Hargreaves Avenue	North of Police Station	North East	No parking at anytime
14	Duncan Avenue South	O'Meara Boulevard	Churchill Drive	West	No parking between 8:00am and 9:00am AND between 3:00pm and 4:00pm
15	Fifth Street	Allan Avenue	74 Fifth St	North	No parking at any time
16	Foss Lane	Federal Street	Wishman St	Both	No parking at any time
17	Foss Lane	Grierson Road	Federal St	Both	No parking at any time
18	Government Road East	Station Road	Entrance of KL Inn	North	No parking at any time
19	Government Road East	Station Road	61 Government Road East	South	No parking at any time
20	Government Road East	Entrance to post office parking	Station Road	South	No parking at any time
21	Government Road East	Station Road	Tweedsmuir Road	North	No parking at any time
22	Government Road East	Tweedsmuir Road	Exit of Bus Station/Service Ontario	North	No parking at any time



Identification Number	Location	From	To	Road Side	Time Period
23	Government Road East	Allan Avenue	middle of 71 Government Road E	South	No parking at any time
24	Government Road East	Allan Avenue	30 Metres East (middle of lot at 83 Government Road E)	South	No parking at any time
25	Government Road West	Duncan Avenue	West end of 2 Government Road	North	No parking at any time
26	Government Road West	Prospect Avenue	Stairs in front of 6 Gov't Rd W	North	No parking at any time
27	Government Road West	Lasalle Theatre (98 Government Road West)	East to 90 Government Road W	North	No parking at any time
28	Government Road West	80 Government Road West	60 Government Rd W	North	No parking at any time
29	Government Road West	Prospect Avenue	Government Road W (Suykens Denture)	North	No parking at any time
30	Government Road West	Water Lane	102 Government Road West	North	No parking at any time
31	Government Road West	Prospect Avenue	25 metres West	South	No parking at any time
32	Government Road West	25 metres East of Lebel (East of Loading zone #1)	Prospect Avenue	South	No parking between Nov. 1 <sup>st</sup> and April 15 <sup>th</sup> .
33	Kirkland Street East	Station Road	14 Kirkland Street (Union Gas)	North	No parking at any time
34	Kirkland Street East	Light post in front of Library Entrance	Accessible parking space	North	No parking at any time
35	Kirkland Street East	Duncan Avenue South	Library Entrance	North	No parking at any time
36	Kirkland Street West	Government Road West	Lebel Avenue	North	No parking at any time
37	Kirkland Street West	Town Hall	Duncan Avenue	South	Town Hall Business only, between 8am and 7pm
38	Kirkland Street West	Government Road West	Laneway between 55 and 57 Kirkland St W	South	No parking at any time
39	Kirkland Street West	19 Kirkland Street West	Prospect Avenue	South	No parking at any time
40	Lebel Avenue	Government Road West	40 metres South	West	No parking at any time
41	Lebel Avenue	Kirkland Street West	Laneway beside 39 Kirkland Street (Holy Name Church)	East	No parking at any time
42	Main Street	Government Road West	Laneway behind 93 Government Road W	East	No parking at any time
43	Main Street	Government Road West	49 metres South	West	No parking at any time
44	Market Street	Water Lane	Government Road West	West	No parking between Nov. 1 <sup>st</sup> and April 15 <sup>th</sup>

Identification Number	Location	From	To	Road Side	Time Period
45	O'Meara Boulevard	9 metres South of Fire Department	12 metres North of Fire Department	East	No parking at any time
46	O'Meara Boulevard	McCamus Avenue	12 Metres South	West	No parking at any time
47	Prospect Avenue	Government Road West	South 39 metres (NW corner of municipal parking lot)	East	No parking at any time
48	Prospect Avenue	39 Prospect Avenue	Kirkpatrick Avenue	West	No parking at any time
49	Prospect Avenue	Corner of Prospect Ave and Government Road West	13 metres North	East	No parking at any time
50	Prospect Avenue	Water Lane	Duncan Avenue	East	No parking at any time
51	Prospect Avenue	Rear parking lot of Family Health Team/Entrance to old Commodore	Duncan Avenue	West	No parking at any time
52	Prospect Avenue	Government Road West	25 metres north/accessible parking space	West	No parking at any time
53	Second Street	St. Peter's Lane	1 Hospital Green	North	No parking at any time
54	Second Street	Churchill Drive	41 Second Street	South	No parking at any time
55	Second Street	Churchill Drive	25 metres West	South	No parking at any time
56	Station Road South	Tower Street	Laneway North of 40 Tower St.	East	No parking at any time
57	Station Road South	Kirkland Street East	47 metres north, beside central school entrance	West	No parking at any time
58	Station Road North	Government Road East	45 metres North	East	No parking at any time
59	Station Road North	Government Road East	35 metres North	West	No parking at any time
60	Tweedsmuir Road	Government Road East	35 metres North	West	No parking at any time
61	Water Lane	Market Street	Prospect Avenue	South	No parking at any time
62	Water Lane	Government Road West	22 Water Lane	North	No parking at any time
63	Water Lane	Market Street	Government Road West	South	No parking at any time
64	Water Lane	Prospect Avenue	25 Metres West	North	No parking at any time
65	Westinghouse Avenue	Childs Avenue	North side of 12 Childs Avenue	West	No parking at any time
66	Woods Street	South of 8 Woods Street (White Eagle)	North of 8 Woods Street	East	No parking at any time
67	Woods Street	Poplar Avenue	71 Woods Street	West	No parking at any time
68	Woods Street	Queen Street	South end of School parking lot	East	No parking Monday to Friday 8:00am to 4:30pm



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BYLAW 20-025

**Being a Bylaw to appoint  
A Chief Administrative Officer**

WHEREAS Section 229 of the Municipal Act R.S.O. 2001 provides that Council may appoint a Chief Administrative Officer;

AND WHEREAS Yves Labelle will no longer be Interim Acting Chief Administrative Officer

AND WHEREAS Yves Labelle is still contracted with the Town of Kirkland Lake until April 15, 2020 and is to resume duties under Public Works

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

1. THAT effective March 2, 2020 Richard (Ric) McGee be appointed as Chief Administrative Officer; and
2. THAT Bylaw 19-111 be repealed.

READ a first, second and third time, enacted and passed this 3<sup>rd</sup> day of March, 2020.

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Pat Kiely, Mayor

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Meagan Elliott, Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BYLAW # 20-026

Being a Bylaw to Delegate  
Administrative Powers to the Chief Administrative Officer

WHEREAS Section 270 (1)(6) of the Municipal Act, 2001, as amended provides that every municipality shall adopt and maintain policies with respect to the delegation of powers and duties;

AND WHEREAS Council of the Town of Kirkland Lake passed a resolution on December 18, 2007 adopting the Delegation of Powers and Duties Policy;

AND WHEREAS Section 23 of the Municipal Act, 2001, as amended permits Council to delegate its administrative powers;

AND WHEREAS Council of Town of Kirkland Lake has appointed a Chief Administrative Officer whose duties are to exercise general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and to the perform such other duties that are assigned.

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

That the administrative powers delegated to the Chief Administrative Officer include the power to:

1. Direct collective bargaining with all Town employees within collective bargaining units, to recommend to Council agreements concerning wages, salaries and working conditions, and, upon approval by Council, to administer such agreements and in general to be responsible for wage and salary administration subject to normal grievance procedures;
2. Have full control and direction of all Town employees, except with respect to the statutory duties of such officials as are appointed pursuant to statute, and also subject to the personnel policies approved by Council;
3. To place and/or move employees within the pay grid based on the position, work performed, evaluation and performance criteria or to make such other adjustments to the pay grid as may be required from time to time.
4. And that in exercising the delegated power, the Interim Chief Administrative Officer shall ensure adherence to the Policy Requirements set out in the Delegation of Powers and Duties.

And that Bylaw 19-112 is hereby repealed.

And that this bylaw comes into effect on March 2, 2020.

Read a first, second, and third time, enacted and passed this 3<sup>rd</sup> day of March 2020.

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Pat Kiely, Mayor

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Meagan Elliott, Clerk

## Questions from Council to Staff

Meeting Date: March 3, 2020

**Councillor Stacy Wight**

Recently, I have been approached about the possibility of maintaining the trails at Kinross Pond throughout the Winter. I believe this was also brought up in previous years as well. How much would the maintenance of this area cost throughout the winter?

**Councillor Patrick Adams**

Looking for a follow up to an RFP for an Integrity Commissioner.



**The Corporation of the Town of Kirkland Lake**

**BY-LAW 20-027**

**A bylaw to confirm  
the proceedings of council  
at its meeting held  
March 3, 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 3<sup>rd</sup> day of March, 2020, in respect to each recommendation contained in the Reports of:

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

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 3<sup>rd</sup> day of March 2020.**

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Pat Kiely, Mayor

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Meagan Elliott, Clerk