



# AGENDA

Corporation of the Town of Kirkland Lake  
Regular Meeting of Council  
Electronically via Zoom  
August 11, 2020  
4:40 p.m.

1. **Call to Order and Moment of Silence**

2. **Approval of the Agenda**

*BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on August 11, 2020 beginning at 4:40 p.m. be approved as circulated to all Members of Council.*

3. **Declaration of Pecuniary Interest**

4. **Petitions and Delegations**

5. **Acceptance of Minutes and Recommendations**

*BE IT RESOLVED THAT Council accept the minutes of the following meetings:*

- *Minutes of the Regular Meeting of Council held July 14, 2020*

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

- 6.1 COVID-19 Update, Verbal  
Ric McGee, CAO  
Pat Kiely, Mayor

*BE IT RESOLVED THAT the verbal update titled “COVID-19 Update” be received.*

- 6.2 Mandatory Face Coverings Policy  
Bonnie Sackrider, Director of Community Services

*BE IT RESOLVED THAT the policy titled “Mandatory Face Coverings” be received.*

- 6.3 September Regular Council Meeting Dates  
Meagan Elliott, Clerk

*BE IT RESOLVED THAT Memorandum Number 2020-CLK-004 entitled “September Regular Council Meeting Dates” be received, and*

*THAT staff be directed to amend the September Council Regular Meeting schedule to delete the meetings scheduled for Tuesday, September 1, 2020 and Tuesday,*

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

*September 15, 2020 and add meetings to be held on Tuesday, September 8, 2020 and Tuesday, September 22, 2020.*

6.4 Financial and Key Performance Indicator Quarterly Report  
Keith Gorman, Director of Corporate Services

***BE IT RESOLVED THAT*** Report Number 2020-FIN-004 entitled “**Financial and Key Performance Indicator Quarterly Report**” be received,

*THAT* staff be authorized to negotiate the sole-source purchase of a Used Caterpillar Grader,

*THAT* staff be authorized to negotiate the sole-source purchase of a Trackless Sidewalk Machine.

6.5 Modifications to the Waste/Recycling Collection Schedule  
Ashley Bilodeau, Director of Development Services

***BE IT RESOLVED THAT*** Report Number 2020-DEV-035 entitled “**Modification to the Waste/Recycling Collection Schedule**”, be received,

*THAT* staff be directed to modify the waste and recycling schedule in accordance with the proposal submitted by GFL,

*THAT* GFL shall be responsible for the promotion of the new collection schedule with support from the Town’s media platforms, and

*THAT* the modifications to the schedule take effect on October 5, 2020.

6.6 Free Tipping Voucher Program  
Ashley Bilodeau, Director of Development Services

***BE IT RESOLVED THAT*** Report Number 2020-DEV-036 entitled “**Free Tipping Voucher Program**”, be received,

*THAT* Council approve the Free Tipping Voucher Program; and

*THAT* Council cancel the Fall Free Tipping Fee Event.

6.7 Award RFQ-552-20: Supply and Install Monitoring Wells in the Landfill Attenuation Zone  
Ashley Bilodeau, Director of Development Services

***BE IT RESOLVED THAT*** Report Number 2020-DEV-037 entitled “**Award RFQ-552-20: Supply and Install Monitoring Wells in the Landfill Attenuation Zone**” be received,

*THAT hereby awards the RFQ to supply and install monitoring wells in the landfill attenuation zone to DST Consulting Engineers Inc. at a cost of \$33,125.00, plus HST, and*

*THAT staff be directed to present a by-law to Council to authorize the execution of an agreement with DST Consulting Engineers Inc. to supply and install monitoring wells in the landfill attenuation zone at a cost not to exceed \$37,431.25, including HST.*

6.8 Update to the Off-Road Vehicles By-Law  
Ashley Bilodeau, Director of Development Services

**BE IT RESOLVED THAT** Report Number 2020-DEV-038 entitled “**Update to the Off-Road Vehicles By-law**”, be received.

6.9 Award of RFP-553-20: Integrity Commissioner  
Meagan Elliott, Clerk

**BE IT RESOLVED THAT** Report Number 2020-CLK-002 entitled “**Award of RFP-553-20: Integrity Commissioner**” be received,

*THAT staff be directed to award the services of an Integrity Commissioner to ADR Chambers Inc.,*

*THAT Council hereby appoints Charles Harnick as the Integrity Commissioner for the Town of Kirkland Lake, and*

*THAT staff be directed to present a by-law to authorize the execution of an agreement with ADR Chambers Inc. and appoint Charles Harnick as the Integrity Commissioner for the Corporation of the Town of Kirkland Lake for a 5 year term with an option to renew for 2 years.*

6.10 Open Government Software Program  
Meagan Elliott, Clerk

**BE IT RESOLVED THAT** Report Number 2020-CLK-003 entitled “**Open Government Software Platform**” be received, and

*THAT staff be directed to proceed with the purchase and implementation of the iCompass Agenda and Open Data Software Platform with funding provided in the approved 2020 Municipal Operating Budget.*

6.11 Hockey Heritage North Collection  
Bonnie Sackrider, Director of Community Services

**BE IT RESOLVED THAT** Report Number 2020-CS-007 entitled “**Hockey Heritage North Collection**” be received,

*THAT staff be directed to proceed with the relocation of Kirkland Lake specific artifacts from Heritage North to the Community Complex, and*

*THAT staff be directed to disperse the remaining artifacts to the donor of the artifact(s) or to another organization with a mandate similar to Hockey Heritage North's mandate.*

7. **Consideration of Notices of Motion**

8. **Introduction, Reading and Consideration of By-Laws**

Bylaw 20-069                      Being a bylaw to Permit the Operation of Off-Road Vehicles

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

*Bylaw Number 20-069, Being a bylaw to Permit the Operation of Off-Road Vehicles*

Bylaw 20-070                      Being a bylaw to Authorize the Mayor and Clerk to Execute Documents Related to a Site Plan Control Agreement at 11 Station Road South with Beth and Kevin Crema

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

*Bylaw Number 20-070, Being a bylaw to Authorize the Mayor and Clerk to Execute Documents Related to a Site Plan Control Agreement at 11 Station Road South with Beth and Kevin Crema*

9. **Questions from Council to Staff**

10. **Notice(s) of Motion**

11. **Councillor's Reports**

12. **Additional Information**

13. **Closed Session**

*BE IT RESOLVED THAT Council move into an In-Camera meeting pursuant to Section 239(2) to discuss 1 land disposition matter, 1 matter relating to a plan to be negotiated by the Municipality, and 1 matter regarding identifiable individuals in the Corporation.*



- 13.1 Minutes of the In-Camera Meeting of Council held June 16, 2020
- 13.2 Minutes of the In-Camera Meeting of Council held June 23, 2020
- 13.3 Heritage North Request to Purchase  
Wilfred Hass, Director of Economic Development
- 13.4 Teck Pioneer Residence – Municipal Corporation  
Richard McGee, Chief Administrative Officer
- 13.5 Teck Pioneer Residence – Organizational Structure Changes  
Nancy Loach, Executive Director – Long Term Care

**14. Matters from Closed Session**

**15. Confirmation Bylaw**

Bylaw 20-071                      Being a bylaw to confirm the proceedings of Council at its meeting held August 11, 2020

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

***Bylaw Number 20-071**, being a bylaw to confirm the proceedings of Council at its meeting held August 11, 2020.*

**16. Adjournment**

***BE IT RESOLVED THAT** Council adjourn the August 11, 2020 Regular Meeting of Council.*



# MINUTES

Corporation of the Town of Kirkland Lake  
Regular Meeting of Council  
Electronically via Zoom  
July 14, 2020  
4:40 p.m.

## Attendance – Electronically

Mayor: Pat Kiely  
Councillors: Casey Owens  
Stacy Wight  
Patrick Adams  
Dennis Perrier  
Eugene Ivanov  
Rick Owen  
Staff: Chief Administrative Officer: Ric McGee  
Municipal Clerk: Meagan Elliott  
Treasurer: Keith Gorman  
Director of Planning and Land Development: Ashley Bilodeau  
Director of Community Services: Bonnie Sackrider  
General Manager of Public Works: Michel Riberdy  
Deputy Treasurer: Peter Georgeoff  
Director of Care: Nancy Loach  
Director of Economic Development: Wilfred Hass

### 1. Call to Order and Moment of Silence

Mayor Pat Kiely requested a moment of silence.

### 2. Approval of the Agenda

Moved by: Rick Owen  
Seconded by: Dennis Perrier

**BE IT RESOLVED THAT** the Agenda for the Regular Meeting of Council held on July 14, 2020 beginning at 4:52 p.m. be approved as circulated to all Members of Council.

**CARRIED**

### 3. Declaration of Pecuniary Interest

Mayor Pat Kiely requested those present to declare any pecuniary interest with matters appearing on the agenda. Councillor Rick Owen declared a pecuniary interest on item 6.3, Town of Kirkland Lake –Organizational Structure and Training Update and 6.5, Sanitary Sewer Blockage Policy, as his wife and son work in the waterworks department. Councillor Casey Owens declared a pecuniary interest on item 6.5, Sanitary Sewer Blockage Policy as his home may be affected by the policy. Councillor Eugene Ivanov

declared a pecuniary interest on item 6.7, Temporary Use By-law for Temporary Patio Expansions as he is a restaurant owner.

**4. Petitions and Delegations**

4.1 2019 Audit Report  
Lloyd Crocker, Grant Thornton

Moved by: Eugene Ivanov

Seconded by: Patrick Adams

**BE IT RESOLVED THAT** the presentation by Lloyd Crocker from Grant Thornton on the 2019 Audit Report be received.

**CARRIED**

**5. Acceptance of Minutes and Recommendations**

Moved by: Casey Owens

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Council accept the minutes of the following meetings:

- Minutes of the Regular Meeting of Council held June 16, 2020
- Minutes of the Special Meeting of Council held June 23, 2020

**CARRIED**

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

6.1 2019 Audited Financial Statements  
Keith Gorman, Treasurer

Moved by: Stacy Wight

Seconded by: Dennis Perrier

**BE IT RESOLVED THAT** Report Number 2020-FIN-003 entitled “**2019 Audited Financial Statements**”, be received,

**THAT** Council for the Corporation of the Town of Kirkland Lake hereby approves the Consolidated Financial Statements of the Town of Kirkland Lake for the year ended December 31, 2019,

**THAT** Council for the Corporation of the Town of Kirkland Lake hereby approves the Trust Funds Balance Sheet and Statement of Continuity of the Town of Kirkland Lake and its affiliated Boards for the year ended December 31, 2019, and

**THAT** Council for the Town of Kirkland Lake hereby authorizes staff to distribute the Audited Financial Statement as required by Section 295 (1) of the Municipal Act, 2001.

**CARRIED**

6.2 COVID-19 Update, Verbal  
Ric McGee, CAO

Moved by: Patrick Adams  
Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** the verbal update titled “**COVID-19 Update**” be received.

**CARRIED**

6.3 Town of Kirkland Lake –Organizational Structure and Training Update  
Ric McGee, CAO

*Councillor Rick Owen disabled audio/video at 5:39pm*  
*Councillor Rick Owen enabled audio/video at 5:40pm*  
*Councillor Rick Owen disabled audio/video at 5:41pm*  
*Councillor Rick Owen enabled audio/video at 5:44pm*

Moved by: Eugene Ivanov  
Seconded by: Dennis Perrier

**BE IT RESOLVED THAT** Report Number 2020-CAO-005 entitled “**Town of Kirkland Lake – Organizational Structure and Training Update**” be received.

**CARRIED**

6.4 Award of RFP-553-20: Integrity Commissioner  
Meagan Elliott, Clerk

Moved by: Dennis Perrier  
Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Report Number 2020-CLK-002 entitled “**Award of RFP-553-20: Integrity Commissioner**” be received, and  
**THAT** the report be referred back to staff for the August 11, 2020 Regular Meeting of Council to include the detailed evaluations.

**CARRIED**

6.5 Sanitary Sewer Blockage Policy  
Michel Riberdy, General Manager of Public Works

*Councillor Rick Owen disabled audio/video at 6:07pm*  
*Councillor Rick Owen enabled audio/video at 6:10pm*  
*Councillor Casey Owens disabled audio and left the room at 6:07pm*  
*Councillor Casey Owens enabled audio and returned at 6:11pm*

Moved by: Stacy Wight  
Seconded by: Patrick Adams

**BE IT RESOLVED THAT** the Sanitary Sewer Blockage Policy be received, and  
**THAT** staff be directed to implement, administer and upload the Sanitary Sewer Blockage Policy to the Town’s website and forward copies to plumbing contractors that work in the Town of Kirkland Lake.

CARRIED

6.6 Leasing of and Encroachments onto Municipal Property Policy - Update  
Ashley Bilodeau, Manager of Land Development and Planning

Moved by: Casey Owens

Seconded by: Dennis Perrier

**BE IT RESOLVED THAT** Report Number 2020-DEV-032 entitled “**Leasing of and Encroachments onto Municipal Property Policy – Update**”, be received,

**THAT** Council for the Corporation of the Town of Kirkland Lake hereby repeals the existing Leasing of and Encroachments onto Municipal Property Policy;

**THAT** Council of the Corporation of the Town of Kirkland Lake hereby approves the new Leasing of and Encroachments onto Municipal Property Policy;

**THAT** staff be directed to implement, administer and upload the new Leasing of and Encroachments onto Municipal Property Policy to the Town’s website; and

**THAT** staff circulate the new Policy and potential impacts to existing lease holders and provide options for 2021.

CARRIED

6.7 Temporary Use By-law for Temporary Patio Expansions  
Ashley Bilodeau, Manager of Land Development and Planning

*Councillor Eugene Ivanov disabled audio/video at 6:23pm*

*Councillor Eugene Ivanov enabled audio/video at 6:31pm*

Moved by: Stacy Wight

Seconded by: Rick Owen

**BE IT RESOLVED THAT** Report Number 2020-DEV-033 entitled “**Temporary Use By-law for Temporary Patio Expansions**” be received,

**THAT** a Temporary By-law be passed to authorize the Corporation of the Town of Kirkland Lake to allow temporary patios under the Zoning By-law, with the following provisions:

Outdoor patios accessory to an existing permitted restaurant may be located on an adjacent property, or within a parking area, parking space or drive aisle provided:

- a) There shall be no restriction on the maximum area of an outdoor patio;
- b) Notwithstanding Section a) above, an outdoor patio located within a parking area shall not occupy more than the greater of:
  - 1. 4 of the required parking spaces; or
  - 2. 33% of the provided parking spaces for the use.
- c) An outdoor patio area associated with a restaurant or brewery shall be exempt from requirements for provision of parking spaces.
- d) The outdoor patio area does not occupy any fire route.
- e) The outdoor patio does not occupy accessible parking spaces.

- f) The outdoor patio shall not be used to provide entertainment such as performances, music and dancing.
- g) An outdoor patio shall be setback a minimum distance of 1.0 metre from the mutual property line shared with a municipal road; 1.5 metre from all other property lines or 1.2 metres from a parking area.
- h) An outdoor patio shall be setback 12.1 metres from a property line with a dwelling unless permission from the owner of the property is obtained.
- i) The property owner is exempt from requiring a Site Plan Control Agreement amendment to accommodate the temporary outdoor patio,

**THAT** the Temporary Seasonal Patio Program be amended to permit canopies and covered patio areas, so long as two full sides of the outdoor dining area are open to the outdoors.

**THAT** the Temporary Seasonal Patio Program shall remain in effect until the Order under Subsection 7.0.2 of the Emergency Management and Civil Protection Act is revoked.

**CARRIED**

6.8 Request from Green For Life Environmental (GFL) to Modify Waste/Recycling Collection Schedule  
Ashley Bilodeau, Manager of Land Development and Planning

Moved by: Eugene Ivanov

Seconded by: Casey Owens

**BE IT RESOLVED THAT** the correspondence from GFL regarding a request to modify the current collection schedule, be received,

**THAT** Report Number 2020-DEV-034 entitled “**Request from Green For Life Environmental (GFL) to Modify Waste/Recycling Collection Schedule**” be received, and

**THAT** this report be referred to the August 11, 2020 Regular Meeting of Council to allow Council adequate time to review and consider the proposed modifications to the collection schedule, with the following recommendation:

**THAT** staff be directed to modify the waste and recycling schedule in accordance with the proposal submitted by GFL, and

**THAT** GFL shall be responsible for the promotion of the new collection schedule with support from the Town’s media platforms.

**CARRIED**

7. Consideration of Notices of Motion

None noted.

**8. Introduction, Reading and Consideration of By-Laws**

Moved by: Patrick Adams

Seconded by: Rick Owen

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

**Bylaw Number 20-064**, Being a bylaw to repeal by-law 20-041 being a by-law to appoint a Deputy Chief Building Official and Property Standards Officer

**CARRIED**

Moved by: Casey Owens

Seconded by: Dennis Perrier

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

**Bylaw Number 20-065**, being a bylaw to amend the Corporation of the Town of Kirkland Lake's Zoning By-Law number 12-019

**CARRIED**

**9. Questions from Council to Staff**

None noted.

**10. Notice(s) of Motion**

None noted.

**11. Councillor's Reports**

Members of Council noted events over the past weeks.

**12. Additional Information**

12.1 Universal Basic Income  
Councillor Stacy Wight

Moved by: Stacy Wight

Seconded by: Rick Owen

**BE IT RESOLVED THAT** the resolution from the Municipality of West Elgin regarding a universal basic income program be received, and

**THAT** Council of the Corporation of the Town of Kirkland Lake respectfully requests that the Government of Ontario and the Government of Canada investigate the feasibility of implementing a universal basic income program.

**CARRIED**

12.2 Access to Affordable Broadband  
Councillor Stacy Wight

Moved by: Stacy Wight

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** the resolution from the Municipality of West Elgin regarding access to affordable broadband be received, and

**THAT** Council of the Corporation of the Town of Kirkland Lake respectfully requests that the Government of Ontario investigate the implementation of broadband in the under-serviced areas of Kirkland Lake.

**CARRIED**

13. Closed Session

No closed session.

14. Matters from Closed Session

No closed session.

15. Confirmation Bylaw

Moved by: Patrick Adams

Seconded by: Eugene Ivanov

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

**Bylaw Number 20-066**, being a bylaw to confirm the proceedings of Council at its meeting held July 14, 2020.

**CARRIED**

16. Adjournment

Moved by: Dennis Perrier

Seconded by: Rick Owen

**BE IT RESOLVED THAT** Council adjourn the July 14, 2020 Regular Meeting of Council.

**CARRIED**

*The meeting adjourned at: 6:58 pm*

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Pat Kiely, Mayor

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Meagan Elliott, Clerk



POLICY	
Policy Number:	Date Approved:
Department: Health & Safety	Date Reviewed:
MANDATORY FACE COVERING	

### 1. Policy Statement

Mask or face coverings are mandated for employees, visitors and customers upon entering and remaining within all Town of Kirkland Lake facilities.

### 2. Purpose

Increasing scientific evidence supports wearing a mask or face covering when in enclosed public spaces as an important measure in reducing COVID-19 transmission.

The Medical Officer of Health for the Timiskaming District, has mandated the wearing of a mask or face covering, pursuant to O. Reg 263/20 s.4(2) (or as current), to all employers and persons responsible for businesses or organizations within the district of Timiskaming, effective July 24, 2020 as of 12:01 am, as well as creation of a policy regarding use of masks or face coverings.

### 3. Scope

Beginning July 24, 2020, all employees, visitors and customers are required to wear a mask or face covering upon entering and remaining within all Town of Kirkland Lake facilities. The mask or face covering must cover the nose, mouth and chin.

- a. The following persons are exempted from the requirement to wear a mask or face covering and will not be required to provide proof of such exemption:
  - i. Children under two years of age, or children under the age of five years either chronologically or developmentally who refuse to wear a mask or face covering and cannot be persuaded to do so by their caregiver;
  - ii. Persons with medical conditions who cannot safely wear a mask or face covering (e.g. due to breathing difficulties, cognitive difficulties, hearing or communication difficulties);
  - iii. Persons who cannot wear or remove a mask or face covering without assistance, including people who are accommodated under the Accessibility for Ontarians with Disabilities Act (AODA) or are protected

under the Ontario Human Rights Code, R.S.O. 1990, c.H. 19 as amended;

- iv. Employees who are in an area of the premise that is not designated for public access, or who are within or behind a physical barrier (e.g. Plexiglas).
  
- b. Temporary removal of the mask or face covering is permitted where necessary for the following purposes:
  - i. Actively engaging in an athletic or fitness activity including water-based activities;
  - ii. Consuming food or drink;
  - iii. For any emergency or medical purpose.

#### **4. Policy & Procedure**

This policy will be implemented and enforced in “good faith” to primarily educate people on masks and face coverings and promote their use in enclosed public spaces.

- a. Persons with exemptions listed under 1a) are not required to show proof of exemption.
- b. Signs about the requirement to wear masks or face coverings shall be posted at all public entrances.
- c. Persons entering or remaining without a mask or face covering will be given a verbal reminder of the policy’s masking requirement.
- d. Employees will be trained on the policy, including where and how to properly wear a mask or face covering, and how to help and respond to customers who do not have a mask or face covering.
- e. A copy of this policy will be made available on request to a public health inspector or other person authorized to enforce the EMCPA.

#### **5. Summary**

This policy will remain in place until such order is revoked by the Chief Medical Officer, or until such time that the directive is modified.

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# MEMORANDUM TO COUNCIL

Meeting Date: 8/11/2020

Memo Number: 2020-CLK-004

Presented by: Meagan Elliott

Department: Corporate Services

## MEMO TITLE

September Regular Council Meeting Dates

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Memorandum Number 2020-CLK-004 entitled “**September Regular Council Meeting Dates**” be received, and

**THAT** staff be directed to amend the September Council Regular Meeting schedule to delete the meetings scheduled for Tuesday, September 1, 2020 and Tuesday, September 15, 2020 and add meetings to be held on Tuesday, September 8, 2020 and Tuesday, September 22, 2020.

## BACKGROUND

Regular meetings of Council are held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month unless otherwise stated. Staff recommend a change for the scheduled meetings in September from the scheduled 1<sup>st</sup> and 15<sup>th</sup> to the 8<sup>th</sup> and 22<sup>nd</sup> of September. This amendment will place the first meeting of September after the Labour Day long weekend when families and the community returns from summer holidays and focuses on work prior to Christmas.

## RATIONALE

Staff recommend the change in dates for September meetings since September this year has 5 weeks making the first meeting very early in the month and the last meeting leaving a 3 week gap before the next meeting in October. Although September 8<sup>th</sup> is the Tuesday after a long weekend, staff believe it is the better option for flow of workload throughout the month.

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# REPORT TO COUNCIL

Meeting Date: 8/11/2020	Report Number: 2020-FIN-004
Presented by: Keith Gorman	Department: Corporate Services

## REPORT TITLE

Financial and Key Performance Indicator Quarterly Report

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-FIN-004 entitled “**Financial and Key Performance Indicator Quarterly Report**”, be received,

**THAT** staff be authorized to negotiate the sole-source purchase of a Used Caterpillar Grader,

**THAT** staff be authorized to negotiate the sole-source purchase of a Trackless Sidewalk Machine.

## BACKGROUND

In alignment with various initiatives desired in Kirkland Lake’s Strategic Plan, staff began quarterly reporting of various departmental metrics and financial highlights in April 2020.

It is expected that reports will continue to evolve and progress to better aid in decision making and improve communications, while maximizing staff time and resources.

### **Attachment 1 – June YTD Financial Narrative**

Narrative with supporting schedules focused on performance against budget for both operating and capital costs (June YTD).

### **Attachment 2 – Key Performance Indicator Report (at June 2020)**

Metrics and key statistics for various service areas within the Municipality.

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### **Attachment 3 – Project Status**

Dashboard and report focused on project status and execution (not costs). Report is current (through August 5<sup>th</sup>, not quarter).

Planned Start/End is based on budget intent (submission form).

*Project Health Indicator:*

**RED:** Delayed; planned end date has passed.

**YELLOW:** At risk project; planned end date is less than 60 days and manager's estimated completion on project is less than 50%

**GREEN:** Project on track; deadline into future or if within 60 days, progress is indicating an acceptable level to allow for completion.

### **Attachment 4 – Non-Competitive Purchase Request(s)**

Departmental requests requiring Council approval to proceed on negotiations with a vendor directly.

Administratively, requests have been reviewed from a procurement & finance perspective and approved by the CAO.

### **Attachment 5 – Emergency Procurement Report**

Report indicating unplanned/unbudgeted expenditures incurred and approved internally under emergency provisions of By-Law 15-125.

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## **R A T I O N A L E**

### **Sole Source Recommendation – Used Grader**

During the budget process, staff sought preliminary pricing for comparable units. Given the age, mechanical history, low hours and price point of the identified unit, staff believe they have found the best value.

### **Sole Source Recommendation – Trackless Sidewalk Machine**

Given the existing fleet and compatibility of attachments, existing knowledge of equipment, existing experience of operators and other factors, staff believe the MT Trackless Sidewalk Machine to be best fit for the required application. Staff expect savings to be realized by negotiating with the equipment manufacturer directly.

## **OTHER ALTERNATIVES CONSIDERED**

### Sole Source Recommendation – Used Grader

No other alternatives put forth for consideration. Staff have identified needs and sought preliminary pricing on suitable units during the 2020 budget process. This particular unit was the basis for inclusion within the budget as in the opinion of staff, it best reflects the balance of needs and value.

### Sole Source Recommendation – Trackless Sidewalk Machine

No other alternatives put forth for consideration. Staff have identified needs and sought preliminary pricing on suitable units during the 2020 budget process. This particular unit was the basis for inclusion within the budget as in the opinion of staff, it best reflects the balance of needs and value.

## **FINANCIAL CONSIDERATIONS**

The purchase of the grader has been budgeted at \$315,000. It is expected that with the purchase of an extended warranty, new wear blades and freight that the total acquisition cost will be below budget.

The purchase of the trackless sidewalk machine has been budgeted at \$193,085. It is expected that with the purchase directly from the manufacturer that the total acquisition cost will be below budget.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

On-going reporting of key metrics and financial status align with improved accountability.

While the new Procurement By-Law and Policy is still under development, inclusion of procurement items such as sole source decision requests and purchases exercised under the emergency clause of the procurement policy are aimed at financial stability by establishing and adhering to procurement guidelines and practices.

## **ACCESSIBILITY CONSIDERATIONS**

Not applicable.

## **CONSULTATIONS**

Michel Riberdy, Director of Public Works  
Nancy Loach, Executive Director – Teck Pioneer Residence  
Richard McGee, Chief Administrative Officer  
Department Heads

## ATTACHMENTS

- Attachment 1 – June YTD Financial Narrative
- Attachment 2 – Key Performance Indicator Report (at June 2020)
- Attachment 3 – Project Status
- Attachment 4 – Non-Competitive Purchase Request(s)
- Attachment 5 – Emergency Procurement Report

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# **Attachment 1**





## REPORT TITLE

### Attachment 1 – June YTD Financial Narrative

## OPERATING REVENUES

As of June 30, 2020, the Municipality had approx. \$9.8M in revenues (31% of our annual budget). These revenues were primarily derived from:

- Operating Grants \$3.1M
- Departmental Revenues \$4.3M
- Water & Wastewater User Fees \$2.3M

While below the mid-point of the annual budget (\$16.0M), this is largely attributable to timing and settlement of tax billings (prepared July 2020). Most revenue sources are tracking well to budget through the first half of 2020, including departmental revenues, operating grants and water & wastewater user fees.

Departmental revenues are aligned with the mid-point of the budget, with areas such as Teck Pioneer Residence seeing favourable revenues through June, helping offset some of the areas impacted by closures due to COVID (Recreation, Library, Heritage North and Museum).

As expected, the Municipality has received half of the budgeted OMPF grant monies through June 2020. The 2020 approved budget also included anticipated grant funds for COVID relief (\$375,000) but as of June, these funds have not materialized. Recent announcements indicate assistance is forthcoming and it is expected that this unknown will be resolved soon.

Several revenue sources are behind the mid-point of the budget, but nothing is overly concerning at this point. With the resumption in penalty & interest charges on tax arrears, Penalties & Interest Revenues should align closely to the budgeted amount. Although not a significant source of revenue, Provincial Offences Revenue has considerably slowed down and will need to be monitored.

Please refer to Appendix 1 for more information.

## OPERATING COSTS

At June 30, 2020, the Municipality had incurred \$12.6M in operating expenditures which represents approx. 40% of the annual budget.

Most service areas have observed costs in the range of 40%-50% of their annual budget, which is fairly consistent with the current point in time (mid-year).

Service areas tracking significantly below budget through June, include:

- General Government

*Significantly lower than budget contracted services through June (Integrity Commissioner).*

- Development Services

*Building & By-Law contracted services behind mid-point of budget through June, primarily due to timing of work completed/invoicing from RSM Consulting (Building Inspection) and PADs (By-Law enforcement), as well as timing of demolition work (budgeted for contractor to complete the service).*

- Protective Services

*Contract policing costs behind mid-point of budget, primarily due to deferral of two periods payments (expected to be caught up in back half of 2020 and aligned with budget).*

- Water & Wastewater

*Annual budget includes nearly \$0.9M in transfers which will be completed as part of year-end process. Program support costs have not yet been transferred over from Corporate Services.*

Service areas tracking above budget through June, include:

- Health Services

*3 of 4 quarterly installments to the Timiskaming Health Unit have been captured in the first six months, with a single installment anticipated in the back half of 2020.*

Please refer to Appendix 1 for more information.

## CAPITAL COSTS

At June 30<sup>th</sup>, project spending was approximately \$0.5M (8%) of the approved \$6.1M capital budget. Given the final passing of the budget mid-June, the significantly lower spend through June is not concerning. The bulk of spend was on carry-forward projects from the prior year and preliminary work on the Swastika WPCP Decommissioning.

Included within the \$0.5M YTD are approx. \$19k settling against the budgeted contingency funds (\$50k). These costs are primarily due to Q4-2019 invoicing received/resolved in mid-May 2020 which were not accrued as part of the year end, nor captured within budget requirements.

As of June 30<sup>th</sup>, one open project is currently coming in higher than anticipated in the budget – the Rescue Truck (Fire Services). The budget anticipated carrying forward amounts for the truck, cap and slide out tray, but did not include an estimate for lights and decals. This project is anticipated to be completed in August of 2020.

To date, one project (Energy Efficiencies at the Water Treatment Plant) has been cancelled as the Municipality was not successful in its application for funding. The project anticipated a significant portion of funding (nearly 75%) and the initial scope put forth was largely tied to funding opportunities available. The Town's commitment, \$166k anticipated in 2020, will likely be earmarked for aspects of the initial capital submission that are still required (SCADA System upgrades) despite non-approval of funding for the project as originally requested and approved.

Appendix 2 includes a complete listing of capital spend through June 2020.

Appendix 3 includes a listing of transactions currently utilizing budgeted contingency allotment.

## ATTACHMENTS

Appendix 1 – June YTD Operating Summary  
Appendix 2 – Capital Summary & Details  
Appendix 3 – Contingency Transactions

# June YTD Operating Summary



## APPENDIX 1

Primary Column	Column2	Column3	Column4	Column5
			Target Range:	40%
				60%
<b>CASH SOURCES</b>	<b>June 2020 YTD</b>	<b>Annual Budget</b>	<b>% Obtained</b>	
<input type="checkbox"/> Operating Cash Sources	\$9,746,357	\$31,919,769	31%	●
<input type="checkbox"/> Tax Revenues	\$0	\$11,988,933	0%	●
<i>Taxation</i>	\$0	\$11,801,445		●
<i>Supplementary</i>	\$0	\$0		●
<i>Payments in Lieu</i>	\$0	\$187,488		●
Operating Grants	\$3,113,300	\$6,601,600	47%	
Departmental Revenue	\$4,263,372	\$8,379,712	51%	
Water & Wastewater	\$2,252,630	\$4,646,524	48%	
<input type="checkbox"/> Other	\$117,056	\$303,000	39%	●
<i>Penalties &amp; Interest</i>	\$79,682	\$214,000	37%	●
<i>Provincial Offences Act</i>	\$7,820	\$50,000	16%	●
<i>Investment Income</i>	\$29,554	\$39,000	76%	●
<b>CASH USES</b>	<b>June 2020 YTD</b>	<b>Annual Budget</b>	<b>% Utilized</b>	
<input type="checkbox"/> Operating Expenditures	\$12,629,261	\$31,192,911	40%	
Community Services	\$1,760,875	\$4,017,703	44%	
Corporate Services	\$935,507	\$2,005,636	47%	
General Government	\$80,645	\$220,296	37%	●
Development Services	\$892,366	\$2,575,102	35%	●
Protective Services	\$1,673,585	\$4,291,901	39%	●
Public Works	\$1,754,140	\$4,197,971	42%	
Teck Pioneer Residence	\$3,000,343	\$6,981,322	43%	
Water & Wastewater	\$1,370,570	\$4,646,524	29%	●
<input type="checkbox"/> Other Expenditures	\$1,161,230	\$2,256,455	51%	
<i>Ambulance</i>	\$359,801	\$729,267	49%	
<i>Child Care</i>	\$32,719	\$68,453	48%	
<i>General Assistance</i>	\$172,476	\$326,346	53%	
<i>Health Services</i>	\$262,641	\$350,188	75%	●
<i>Social Housing</i>	\$245,623	\$486,201	51%	
<i>Taxation Related Expenditures</i>	\$87,969	\$296,000	30%	●



## Comments

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### ☰ Row 5: Tax Revenues

**Keith Gorman** (keith.gorman@tkl.ca) | August 5, 2020 8:00 AM

Tax revenues settling in July 2020.

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### ☰ Row 6: Taxation

**Keith Gorman** (keith.gorman@tkl.ca) | August 5, 2020 8:00 AM

\$11.8M settling in July 2020.

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### ☰ Row 13: Penalties & Interest

**Keith Gorman** (keith.gorman@tkl.ca) | Created August 5, 2020 9:39 PM | Updated August 6, 2020 6:27 AM

First six months included period of waived interest and penalties (effectively one quarter revenue). At similar levels, six months interest and penalties will likely align projected amount close with budget.

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### ☰ Row 22: General Government

**Keith Gorman** (keith.gorman@tkl.ca) | August 5, 2020 9:42 PM

Integrity Commissioner spend well below mid-point of budget through first six months.

---

### ☰ Row 24: Protective Services

**Keith Gorman** (keith.gorman@tkl.ca) | Created August 5, 2020 9:40 PM | Updated August 5, 2020 9:40 PM

Decreased costs settling through first six months for contract policing (four of six installments). Anticipated to be incurred over back half of 2020.

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### ☰ Row 27: Water & Wastewater

**Keith Gorman** (keith.gorman@tkl.ca) | August 5, 2020 9:46 PM

Program support costs not yet allocated from Corporate Services.

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**Keith Gorman** (keith.gorman@tkl.ca) | August 5, 2020 9:46 PM

Costs well below mid-point of budget, primarily due to structure of budget. Annual allotment includes reserve transfers which will be completed at year end.

---

### ☰ Row 32: Health Services

**Keith Gorman** (keith.gorman@tkl.ca) | August 5, 2020 9:41 PM

Three installments to THU. One remaining. Expect to be budget aligned.

# Capital Cost Summary - June 2020 YTD



## APPENDIX 2

	YTD Spend	Annual Budget	% Utilized
1	469,154	6,135,571	8%

# Project Costs - June 2020



## APPENDIX 2

	Service Area	Project Number	Primary	Project Status	YTD Actual	Annual Budget	Variance	Budget Utilized %	Budget Health
1	Public Works (Works)	B2020-0012	Swastika WPCP Decommissioning & Sewer System Connection to Kirkland Lake	In Progress	\$271,487	\$3,000,000	2,728,513	9%	●
2	Fire Services	FIRS2020-CF1	Rescue Truck	In Progress	\$51,455	\$46,318	-5,137	111%	●
3	Public Works (Works)	PUBW2020-CF1	Crew Cab Truck	Completed	\$42,069	\$42,070	1	100%	●
4	Public Works (Works)	PUBW2020-CF2	Sidewalks, Accessible Parking & Ped. Audible System	In Progress	\$35,331	\$59,899	24,568	59%	●
5	Public Works (Works)	B2020-0005	Energy Efficiencies at the Water Treatment Plant	Cancelled	\$21,842	\$623,404	601,562	4%	●
6	Other	CONTINGENCY	Capital Contingency Fund	In Progress	\$19,359	\$50,000	30,641	39%	●
7	Teck Pioneer Residence	TPR2020-001	Steam Boiler	Completed	\$18,422	\$18,422	0	100%	●
8	Public Works (Works)	B2020-0032	TKL Water Plant - High Lift System and Post Treatment (OCWA)	Not Started	\$4,708	\$44,200	39,492	11%	●
9	Community Services	COMS2020-CF1	Sump Pumps	Completed	\$4,481	\$4,481	0	100%	●
10	Public Works (Works)	B2020-0016	644 John Deere Loader Back- Up Camera	Not Started	\$0	\$5,658	5,658	0%	
11	Community Services	B2020-0047	Camera System Upgrade - Community Complex	Not Started	\$0	\$14,957	14,957	0%	
12	Public Works (Works)	B2020-0052	Chlorine Analyzer Replacement	Not Started	\$0	\$8,000	8,000	0%	
13	Public Works (Works)	B2020-0045	Comfort Street Pumping Station 140 hp Sewage Pump	Completed	\$0	\$42,703	42,703	0%	
14	Corporate Services	CORS2020-001	Computer Replacement & Related Equipment	In Progress	\$0	\$40,052	40,052	0%	
15	Public Works (Works)	B2020-0018	Gas Detection Equipment - Health and Safety	Not Started	\$0	\$7,884	7,884	0%	
16	Corporate Services	B2020-0051	Generator Replacement (OPP Building)	Not Started	\$0	\$6,000	6,000	0%	
17	Public Works (Works)	B2020-0009	KL Water Distribution System Modelling	Not Started	\$0	\$31,296	31,296	0%	
18	Public Works (Works)	B2020-0042	Lakeshore Drive & McCamus Ave.	Not Started	\$0	\$180,878	180,878	0%	
19	Public Works (Works)	B2020-0008	Laptop Computer w GIS Mapping	Not Started	\$0	\$10,000	10,000	0%	
20	Public Works (Works)	B2020-0037	Leak Locator Tool	Not Started	\$0	\$34,609	34,609	0%	
21	Public Works (Works)	B2020-0020	Loader Snow Plowing Blade - with Hyd. Wings	Not Started	\$0	\$26,661	26,661	0%	
22	Development Services	B2020-0004	Monitoring Wells Installation	Not Started	\$0	\$50,000	50,000	0%	
23	Public Works (Works)	B2020-0021	New 2020 Trackless MT7 - Sidewalk Machine	Not Started	\$0	\$193,085	193,085	0%	
24	Public Works (Works)	B2020-0010	New Fuel Tanks	Not Started	\$0	\$10,227	10,227	0%	
25	Community Services	B2020-0046	Parking Lot Lighting	Not Started	\$0	\$6,153	6,153	0%	
26	Corporate Services	B2020-0055	Questica & Openbook Software Integration	Not Started	\$0	\$11,804	11,804	0%	
27	Public Works (Works)	B2020-0023	Radio Communication Equipment	Not Started	\$0	\$7,626	7,626	0%	
28	Teck Pioneer Residence	B2020-0014	Refrigerator Replacement	In Progress	\$0	\$9,440	9,440	0%	
29	Public Works (Works)	B2020-0025	Second Street/Churchill Drive Crosswalk	Not Started	\$0	\$60,000	60,000	0%	
30	Public Works (Works)	B2020-0054	Storm Water & Sanitary Sewer Tunnel Study	Not Started	\$0	\$71,947	71,947	0%	
31	Public Works (Works)	B2020-0011	Swastika Sewer Upgrade - Engineering	In Progress	\$0	\$483,360	483,360	0%	
32	Public Works (Works)	B2020-0013	Swastika WWTP Capacity Evaluation	Completed	\$0	\$44,367	44,367	0%	
33	Public Works (Works)	B2020-0027	TKL Municipal Services Expansion - West End	Not Started	\$0	\$60,000	60,000	0%	
34	Public Works (Works)	B2020-0028	TKL Sewage Treatment Plant (OCWA)	Not Started	\$0	\$196,000	196,000	0%	
35	Public Works (Works)	B2020-0031	TKL Wastewater Lift Stations (OWCA)	Not Started	\$0	\$20,000	20,000	0%	
36	Public Works (Works)	B2020-0035	TKL Water Plant - raw water pre-treatment (OCWA)	Not Started	\$0	\$78,100	78,100	0%	
37	Public Works (Works)	B2020-0033	TKL Water Tower and Swastika Pressure Station (OCWA)	Not Started	\$0	\$23,700	23,700	0%	
38	Public Works (Works)	B2020-0034	Towable 6 Cubic Foot Cement Mixer	Not Started	\$0	\$5,000	5,000	0%	

	Service Area	Project Number	Primary	Project Status	YTD Actual	Annual Budget	Variance	Budget Utilized %	Budget Health
39	Public Works (Works)	B2020-0006	Used Grader	<i>In Progress</i>	\$0	\$315,000	315,000	0%	
40	Community Services	B2020-0030	Walking Trail Repair (Kinross Park)	<i>Not Started</i>	\$0	\$7,194	7,194	0%	
41	Community Services	B2020-0039	Washroom Facilities at Kinross	<i>Not Started</i>	\$0	\$5,088	5,088	0%	
42	Public Works (Works)	B2020-0038	Wilson Ave_Water & Wastewater Forcemain Replacement	<i>In Progress</i>	\$0	\$168,108	168,108	0%	
43	Community Services	COMS2020-001	Zero Turn Mower	<i>In Progress</i>	\$0	\$11,880	11,880	0%	
44									
45									



## Comments

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### Row 2: Rescue Truck

**Rob Adair** (rob.adair@tkl.ca) | August 4, 2020 10:27 AM

budgeted amount did not include lights and installation

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### Row 6: Capital Contingency Fund

**Keith Gorman** (keith.gorman@tkl.ca) | August 5, 2020 7:26 AM

Contingency fund usage through June 2020 (\$19k) primarily late invoicing rec'd from OCWA (pertaining to Q4-2019). See Contingency Transactions.

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### Row 7: Steam Boiler

**Nancy Loach** (nancy.loach@tkl.ca) | August 4, 2020 12:24 PM

Work has been completed. It came in over budget as more work was required than anticipated. Total cost was \$20,456.49

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### Row 13: Comfort Street Pumping Station 140 hp Sewage Pump

**Keith Gorman** (keith.gorman@tkl.ca) | July 31, 2020 3:33 PM

Invoice posted in July; settling to 2-4-461571-3875

**Michel Riberdy** (michel.riberdy@tkl.ca) | August 4, 2020 1:36 PM

OCWA Inv.#2649. Cost \$41,030.65 + \$4,103.07 (OCWA 10%, not accounted for)

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**Keith Gorman** (keith.gorman@tkl.ca) | July 29, 2020 11:09 AM

@keith.gorman@tkl.ca We have invoices for this - it is likely settling somewhere else.

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### Row 28: Refrigerator Replacement

**Nancy Loach** (nancy.loach@tkl.ca) | August 4, 2020 12:24 PM

Revised quote received. Price has increased as previous quote outdated. New price is \$10,780.31 which includes hst at 13%

Order has been placed

# CONTINGENCY TRANSACTIONS



## APPENDIX 3

	Project Name	Period	Amount	Spend Category	Vadim Account	Acct Description	Transaction Details
1	CONTINGENCY	5	\$8,712.96	Contractors	2-4-337923-3875	CONTRACTED CONSTRUCTION	ONT CLEAN WATER AGENCY;INV00000001488
2	CONTINGENCY	5	\$3,421.78	Contractors	2-4-418141-3890	CONTRACTED SERVICES	ONT CLEAN WATER AGENCY;INV00000001501
3	CONTINGENCY	5	\$631.32	Contractors	2-4-419142-3890	CONTRACTED SERVICES	ONT CLEAN WATER AGENCY;INV00000001499
4	CONTINGENCY	5	\$2,005.56	Contractors	2-4-419142-3890	CONTRACTED SERVICES	ONT CLEAN WATER AGENCY;INV00000001500
5	CONTINGENCY	5	\$2,587.41	Equipment	2-4-431111-2710	MAJOR EQUIPMENT & VEHICLES	ONT CLEAN WATER AGENCY;INV00000001497
6	CONTINGENCY	6	\$2,000.00	Materials	2-4-462111-2140	MATERIALS & SUPPLIES	MINISTRY OF THE ENVIRONMENT CONSERVATION AND PARKS HAZARDOUS WASTE;SWASTIKA SEWER SYSTEM UPGRADE AND SWASTIKA WPCP DECOMMISSIONING;MAY2020VISA
7							
8							
9							
10							

# **Attachment 2**

# Town of Kirkland Lake

## Financial and Key Performance Indicator Quarterly Report

**Meeting Date:** Aug 11, 2020

**Meeting Time:** 4:40 PM

**Meeting Place:** Electronic

**Presented By:** Management Team

### **Departmental KPI Reports**

Fire Services

Public Works

Development Services

Economic Development

Community Services

Administration


Human Resources


Teck Pioneer Residence

## Quarterly Highlights

- Q2 Training & public education numbers are low due to COVID.
- Reduced incident callouts due to temporary suspension of medical response due to COVID.

## Key Metrics

Callouts		
<b>45</b>	<i>YTD</i>	<b>128</b>
	<i>Q1</i>	83
	<i>Q2</i>	45
	<i>Q3</i>	
	<i>Q4</i>	
83 <small>Q1-2020</small>	 <b>-46%</b>	

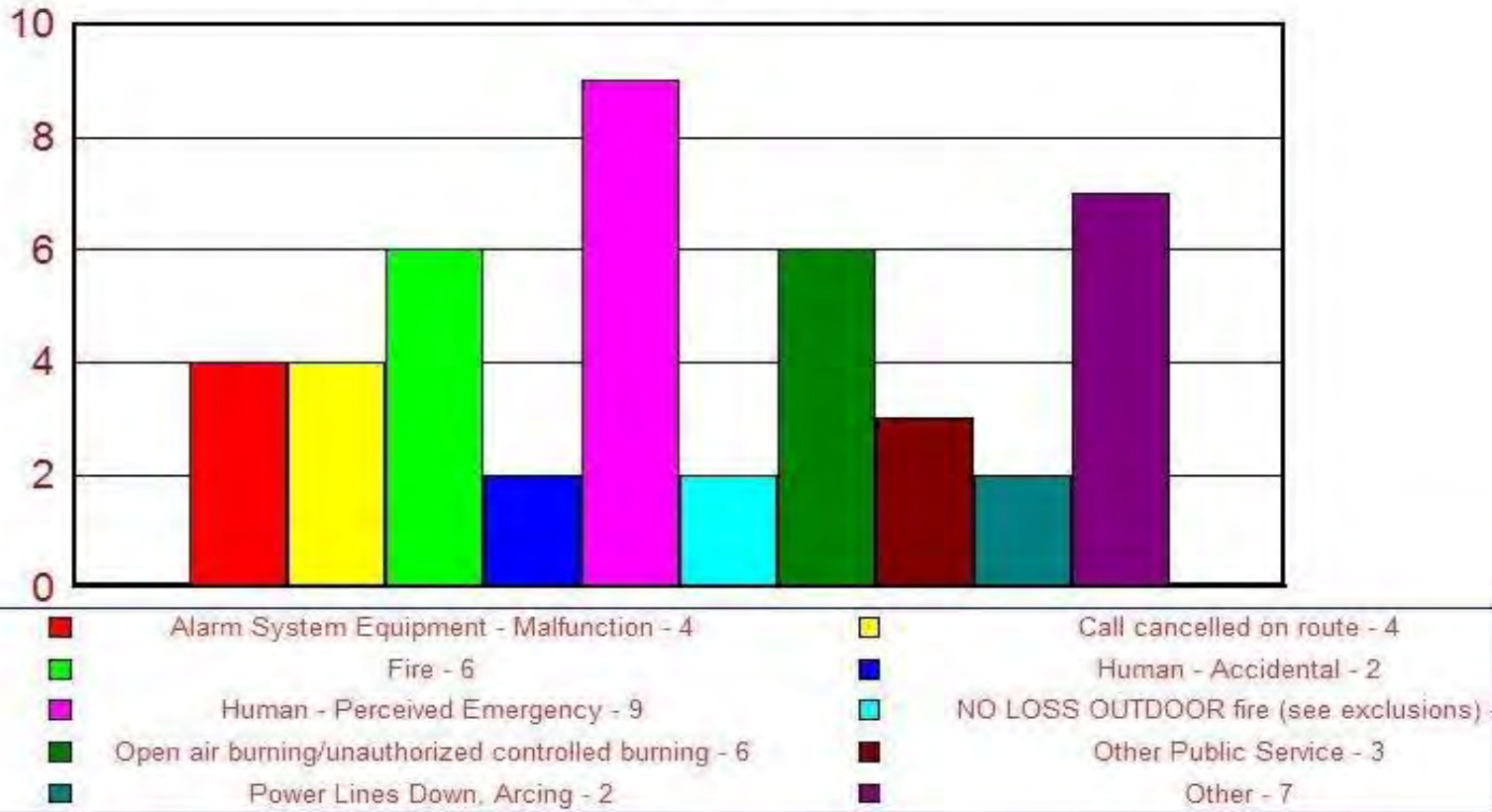
Average Response Time		
<b>04:34</b>	<i>Q1</i>	03:53
	<i>Q2</i>	04:34
	<i>Q3</i>	
	<i>Q4</i>	
	03:53 <small>Q1-2020</small>	 <b>-18%</b>

Other Metrics	Q2-2020	Q1-2020	Change
Avg. Fire Response - FT	3.3	3.3	0%
Avg. Fire Response - VOL	7.2	8.5	-15% ●
Inspections	-	11	-100% ●
Training Hours	26	78	-67% ●
Public Education Sessions	5	4	25%
Smoke Alarm Program	-	171	-100% ●
Burn Permits	301	-	

Other Metrics	2020 YTD	2019	% of PY
Avg. Fire Response - FT	3.3	-	
Avg. Fire Response - VOL	8.5	-	
Inspections	11	51	22%
Training Hours	104	116	89%
Public Education Sessions	9	24	38%
Smoke Alarm Program	171	172	99%
Burn Permits	301	119	253%

Callouts:

**Totals by Type**  
*From Apr 1 20 to Jun 30 20*



## Quarterly Highlights

- Demolished three buildings for Development Services
- Swastika Project design is 90% complete and the Environmental Compliance Approval (ECA) amendment application as been submitted to the Ministry of the Environment, Conservation and Parks (MECP) for approval
- The WTP SCADA request for bid (RFB) closed at the end of June and we received a fair amount of interest for the project

## Key Metrics

<i>Customer Service</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Average Number of Complaints per Week	12	12	(0)	12	14	89%
% of Complaints Addressed within 24 Hours	35%	45%	-10%	40%	28%	143%
Service Response Level (Avg. Days to Close)	-	-	-	-	-	

<i>Waterworks</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Number of Water Line Breaks	1	4	(3) ●	5	13	38%

### Quarterly Highlights

- Spring clean up event well participated in.
- Demolition of derelict buildings on-going.
- During quarter, COVID impacting revenues from planning applications and permits, as well as By-Law infractions.

### Key Metrics

<i>Building</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
New Residential Units	1	-	1	1	1	100%
Amended Permits	-	-	-	-	-	
All - Permits	14	7	7	21	95	22%
New Residential Value	\$ 293,620	\$ -	293,620	\$ 293,620	\$ 719,000	41%
Amended Permit - Value	\$ -	\$ -	-	\$ -	\$ -	
All - Construction Value	\$ 450,972	\$ 780,321	(329,349) ●	\$ 1,231,293	\$ 11,846,659	10%
Building & Property Standards Complaints	29	5	24	34	78	44%

<i>Planning</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Consents	-	-	-	-	2	0%
Minor Variance	1	1	-	2	3	67%
Official Plan Amendment	-	-	-	-	-	
Zoning By-Law Amendment	-	1	(1) ●	1	4	25%
Site Plan Control Agreement	-	-	-	-	2	0%
Deeming By-Law	-	-	-	-	5	0%
Fence Permit	4	-	4	4	3	133%
Sign Permit	-	1	(1) ●	1	-	



# Key Metrics Cont'd

# Development Services

<b>Land Proposals</b>		<b>Q2-2020</b>	<b>Q1-2020</b>	<b>Change</b>	<b>2020 YTD</b>	<b>2019</b>	<b>% of PY</b>
Proposed Sales		5	3	2	8	10	80%
Actual Sales		-	-	-	-	6	0%

<b>Recycling</b>		<b>Q2-2020</b>	<b>Q1-2020</b>	<b>Change</b>	<b>2020 YTD</b>	<b>2019</b>	<b>% of PY</b>
Recyclables	Tonnes	52	46	6	98	197	49%
WEEE	Tonnes	-	-	-	-	21	0%
Scrap Metal	Tonnes	-	-	-	-	166	0%
MHSW	Tonnes	-	-	-	-	-	

<b>Waste Management</b>		<b>Q2-2020</b>	<b>Q1-2020</b>	<b>Change</b>	<b>2020 YTD</b>	<b>2019</b>	<b>% of PY</b>
Free Tipping	M <sup>3</sup>	3,157	-	3,157	3,157	4,350	73%
Tipping	M <sup>3</sup>	8,001	5,299	2,702	13,300	32,984	40%
Eco-Logic	M <sup>3</sup>	123	46	77	169	301	56%
Sand Haul	M <sup>3</sup>	-	-	-	-	-	

<b>Airport</b>		<b>Q2-2020</b>	<b>Q1-2020</b>	<b>Change</b>	<b>2020 YTD</b>	<b>2019</b>	<b>% of PY</b>
Airport Movement		80	148	(68) ●	228	709	32%

<b>By-Law Enforcement</b>		<b>Q2-2020</b>	<b>Q1-2020</b>	<b>Change</b>	<b>2020 YTD</b>	<b>2019</b>	<b>% of PY</b>
Parking Warnings Issued		-	-	-	-	-	
Parking Tickets Issued		5	287	(282) ●	292	-	
Community Standards Warnings Issued		-	-	-	-	-	
Community Standards Tickets Issued		-	-	-	-	-	

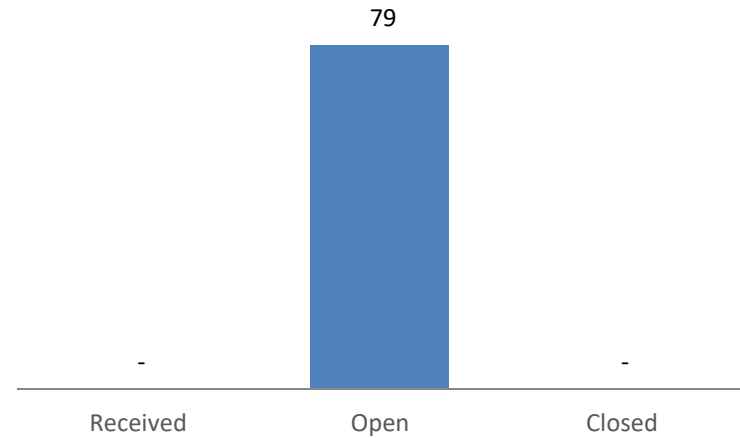
# Additional Details

# Development Services

2020 YTD: Airport Movement



By-Law Enforcement: Activity Requests



## Quarterly Highlights

- CIP launched, advertisements made and awareness campaign to start once those are ready. Two applications under review. Similar approach will be developed for Community Grants program in Q3
- Greater focus on regional collaboration: areas of activity include COVID business continuity tracking, website development with Chamber, EMOE and KDCDC participation; 100 experiences tourism initiative

## Key Metrics

<i>Administration and Communications</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Planning & Strategy Sessions Held	-	-	-	-	1	0%
Professional Dev. Opportunities	1	1	-	2	-	
Promotional Placements	2	1	1	3	-	
Responses Received	-	2	(2) ●	2	-	
Website Visits	24,976	24,206	770	49,182	-	
<i>Business Development</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Active Business Development Projects	8	3	5	11	2	550%
Funding Applications in Process (BD)	3	-	3	3	1	300%
Regional Initiatives Participation (BD)	6	1	5	7	-	
CIP Applications Received	-	-	-	-	-	
CIP Applications Approved	-	-	-	-	-	
<i>Community Development</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Active Community Development Projects	-	-	-	-	-	
Funding Applications in Process (CD)	1	-	1	1	-	
Regional Initiatives Participation (CD)	-	1	(1) ●	1	-	
Community Grant Applications Received	-	1	(1) ●	1	-	
Community Grant Applications Approved	-	-	-	-	-	
<i>Tourism</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Tourism Enquiries	6	2	4	8	4	200%
Active Tourism Projects	-	1	(1) ●	1	-	
Funding Applications in Process (Tourism)	-	-	-	-	-	
Regional Tourism Initiatives Participation	1	-	1	1	-	

## Quarterly Highlights

- The facility was closed to the public for almost all of Q2. The pool opened with a reduced schedule on June 23rd.
- The splashpark opened on June 16th
- The food market opened on June 23rd

## Key Metrics

<i>Aquatic Centre</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Swim Lesson Registrants	-	111	(111) ●	111	385	29%
Pool Memberships Purchased	-	25	(25) ●	25	115	22%
Daily Visits	123	7,323	(7,200) ●	7,446	36,299	21%
Aquatic Centre Revenues	\$	41,860	(41,860) ●	\$ 42,288	\$ 193,383	22%

<i>Fitness &amp; Related Programming</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Number of classes per week	-	21	(21) ●	21	87	24%
Average Attendance	-	11	(11) ●	11	48	22%
Fitness Memberships Sold	-	152	(152) ●	152	913	17%
Fitness Revenues	\$	33,986	(33,986) ●	\$ 33,986	\$ 163,472	21%

<i>Ice Surface</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Ice Revenues	\$ -	\$ 52,682	(52,682) ●	\$ 52,682	\$ 126,431	42%

<i>Trails</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Free Equipment Rentals	-	765	(765) ●	765	1,213	63%

## Quarterly Highlights

- Basement cleanup at Town Hall - Getting ready for implementing TOMRMS
- Investigating agenda softwares
- Streamlining Policies

## Key Metrics

Statistics	Q2-2020	Q1-2020	Change	
Marriage Licenses - Issued	3	7	-57%	●
Marriage Licenses - Fees Collected	\$ 375	\$ 875	-57%	●
Lottery Licenses - Issued	-	-		
Lottery Licenses - Fees Collected	\$ 7,317	\$ 3,989	83%	
Commission of Oath - Issued	1	11	-91%	●
Commission of Oath - Fees Collected	\$ 20	\$ 220	-91%	●
Burial Permits - Issued	25	34	-26%	●
Burial Permits - Fees Collected	\$ 750	\$ 1,020	-26%	●
Website Visits	24,976	24,206	3%	
Facebook Followers	2,442	2,370	3%	

Statistics	2020 YTD	2019	% of PY
Marriage Licenses - Issued	10	-	
Marriage Licenses - Fees Collected	\$ 1,250	\$ 4,625	27%
Lottery Licenses - Issued	-	-	
Lottery Licenses - Fees Collected	\$ 11,307	\$ 28,922	39%
Commission of Oath - Issued	12	-	
Commission of Oath - Fees Collected	\$ 240	\$ 760	32%
Burial Permits - Issued	59	-	
Burial Permits - Fees Collected	\$ 1,770	\$ 4,500	39%
Website Visits	49,182	-	
Facebook Followers	4,812	-	

## Quarterly Highlights

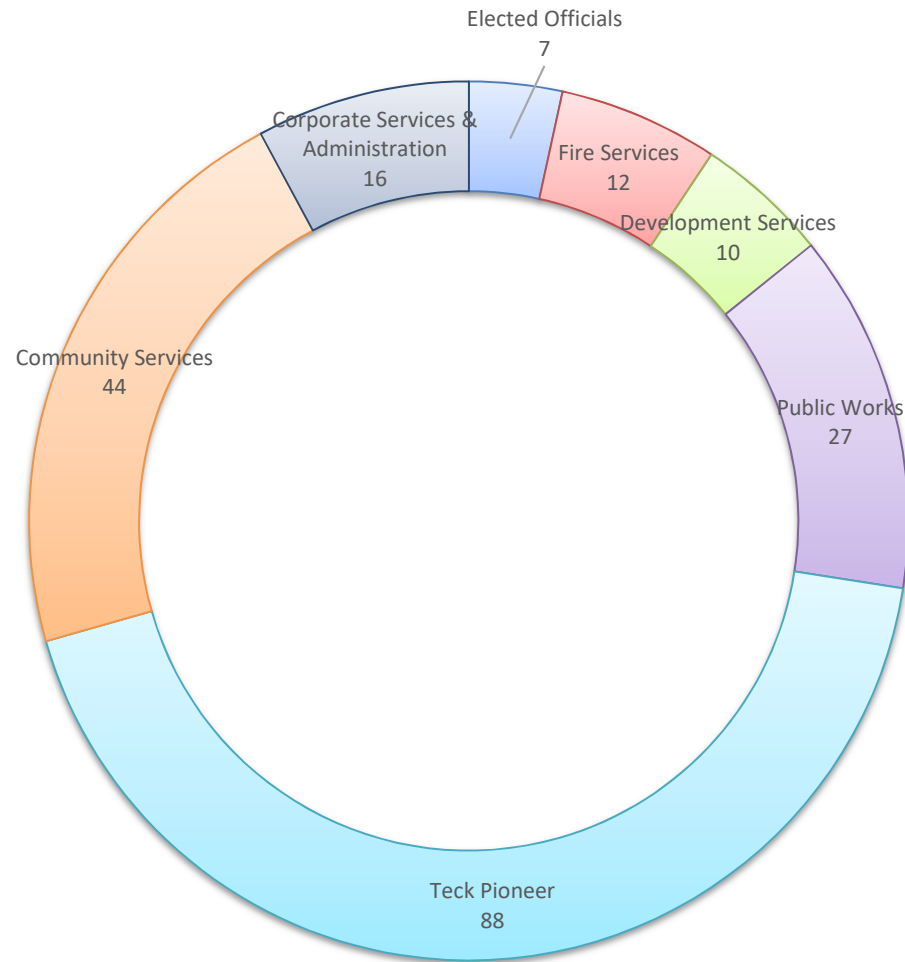
- Successfully placed Human Resources Supervisor.
- Successful on-boarding of summer students.
- Open posting at June 30: Benefits Admin & Manager of Operations.

## Key Metrics



Other Metrics	Q2-2020	Q1-2020	Change
Full-Time Staff	129	120	8%
Part-Time Staff	75	64	17%

Other Metrics	2020 YTD	2019	% of PY
Full-Time Staff	129	139	93%
Part-Time Staff	75	74	101%



## Quarterly Highlights

- TPR achieved its three year accreditation.
- Recent Ministry inspection went very well.

## Key Metrics

<i>Metric</i>	Q2-2020	Q1-2020	Change	2020 YTD	2019	% of PY
Critical Incidents	1	9	(8) ●	10	5	200%
Complaints	1	1	-	2	9	22%
Admissions	3	5	(2) ●	8	23	35%
Discharges	6	5	1	11	23	48%



# **Attachment 3**

## PROJECT SUMMARY - TKL

### PROJECT STATUS

10

OPEN

5

COMPLETE

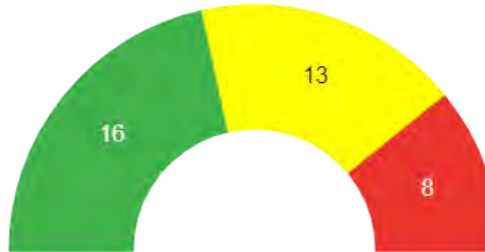
27

NOT STARTED

1

CANCELLED

### PROJECT HEALTH



**RED:** DELAYED

*Planned end has past*

**YELLOW:** AT RISK

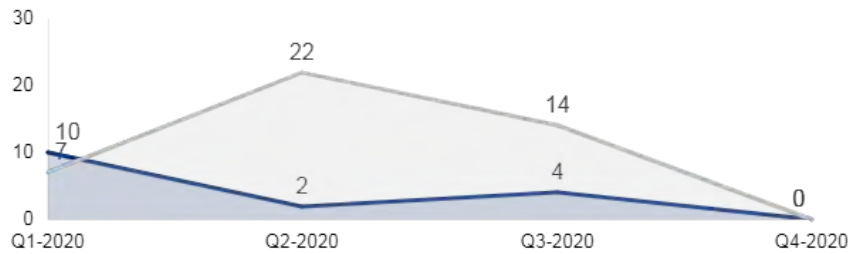
*Planned end is in less than 60 days with less 50% in estimated completion*

**GREEN:** ON TRACK

*Complete & Cancelled Projects not included in Project Health metric.*

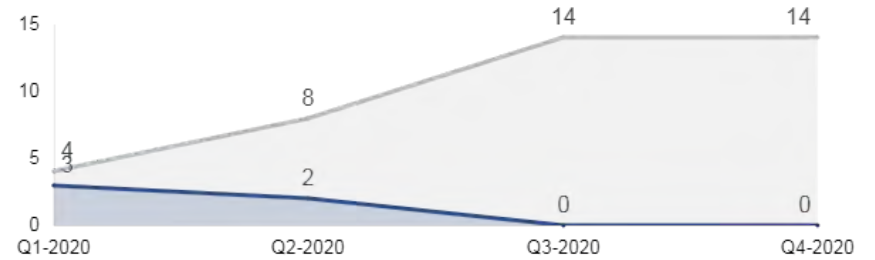
### PERFORMANCE

Start Performance



○ Expected to Start ● Actually Started

Project End Performance



○ Expected to End ● Actually Ended

## PROJECT COSTS

### JUNE YTD - SPEND

**469,154**

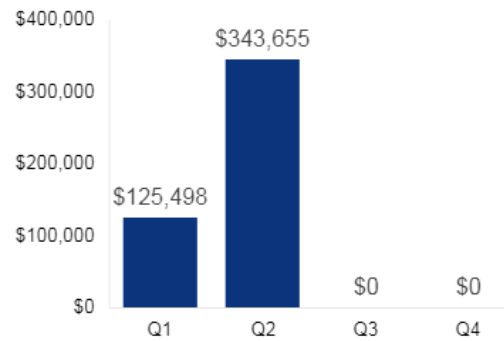
Year to Date

**6,135,571**

Annual Budget

**8%**

% Utilized



# Project Status Report



	Service Area	Project Lead	Primary	Project Status	Estimated % Complete	Project Health	Planned Start	Planned End	Actual Start	Actual End
1	Community Services	Bonnie Sackrider	Walking Trail Repair (Kinross Park)	Not Started	0%	●	04/01/20	06/30/20		
2	Community Services	Bonnie Sackrider	Washroom Facilities at Kinross	Not Started	0%	●	04/01/20	06/30/20		
3	Community Services	Bonnie Sackrider	Zero Turn Mower	In Progress	80%	●	04/01/20	06/30/20	06/22/20	
4	Development Services	ashley.bilodeau@tkl.ca	Monitoring Wells Installation	Not Started	0%	●	04/01/20	06/30/20		
5	Fire Services	rob.adair@tkl.ca	Rescue Truck	In Progress	80%	●	01/01/20	03/31/20	01/01/20	
6	Public Works (Works)	michel.riberdy@tkl.ca	Laptop Computer w GIS Mapping	Not Started	0%	●	01/01/20	03/31/20		
7	Public Works (Works)	michel.riberdy@tkl.ca	Swastika Sewer Upgrade - Engineering	In Progress	0%	●	01/01/20	06/30/20	01/06/20	
8	Teck Pioneer Residence	nancy.loach@tkl.ca	Refrigerator Replacement	In Progress	50%	●	04/01/20	06/30/20	07/20/20	
9	Community Services	Bonnie Sackrider	Parking Lot Lighting	Not Started	0%	●	07/01/20	09/30/20		
10	Community Services	Bonnie Sackrider	Camera System Upgrade - Community Complex	Not Started	0%	●	04/01/20	09/30/20		
11	Corporate Services	Keith Gorman	Questica & Openbook Software Integration	Not Started	0%	●	07/01/20	09/30/20		
12	Corporate Services	meagan.elliott@tkl.ca	Generator Replacement (OPP Building)	Not Started	0%	●	07/01/20	09/30/20		
13	Corporate Services	Shawna Ducharme	Computer Replacement & Related Equipment	In Progress	30%	●	06/16/20	09/30/20	07/15/20	
14	Public Works (Works)	michel.riberdy@tkl.ca	New Fuel Tanks	Not Started	0%	●	04/01/20	09/30/20		
15	Public Works (Works)	michel.riberdy@tkl.ca	TKL Wastewater Lift Stations (OWCA)	Not Started	0%	●	07/01/20	09/30/20		
16	Public Works (Works)	michel.riberdy@tkl.ca	Leak Locator Tool	Not Started	0%	●	04/01/20	09/30/20		
17	Public Works (Works)	michel.riberdy@tkl.ca	Chlorine Analyzer Replacement	Not Started	0%	●	07/01/20	09/30/20		
18	Public Works (Works)	steve.ranta@tkl.ca	644 John Deere Loader Back- Up Camera	Not Started	0%	●	04/01/20	09/30/20		
19	Public Works (Works)	steve.ranta@tkl.ca	Gas Detection Equipment - Health and Safety	Not Started	0%	●	04/01/20	09/30/20		
20	Public Works (Works)	steve.ranta@tkl.ca	Radio Communication Equipment	Not Started	0%	●	04/01/20	09/30/20		
21	Public Works (Works)	steve.ranta@tkl.ca	Towable 6 Cubic Foot Cement Mixer	Not Started	0%	●	04/01/20	09/30/20		
22	Other	Keith Gorman	Capital Contingency Fund	In Progress	50%	●	01/01/20	12/31/20	01/01/20	
23	Public Works (Works)	michel.riberdy@tkl.ca	Used Grader	In Progress	0%	●	07/01/20	12/31/20	04/27/20	
24	Public Works (Works)	michel.riberdy@tkl.ca	KL Water Distribution System Modelling	Not Started	0%	●	07/01/20	12/31/20		
25	Public Works (Works)	michel.riberdy@tkl.ca	Swastika WPCP Decommissioning & Sewer System	In Progress	17%	●	07/01/20	06/30/21	01/06/20	
26	Public Works (Works)	michel.riberdy@tkl.ca	New 2020 Trackless MT7 - Sidewalk Machine	Not Started	0%	●	04/01/20	12/31/20		
27	Public Works (Works)	michel.riberdy@tkl.ca	Second Street/Churchill Drive Crosswalk	Not Started	0%	●	04/01/20	12/31/20		
28	Public Works (Works)	michel.riberdy@tkl.ca	TKL Municipal Services Expansion - West End	Not Started	0%	●	07/01/20	06/30/21		
29	Public Works (Works)	michel.riberdy@tkl.ca	TKL Sewage Treatment Plant (OCWA)	Not Started	0%	●	04/01/20	12/31/20		
30	Public Works (Works)	michel.riberdy@tkl.ca	TKL Water Plant - High Lift System and Post	Not Started	0%	●	04/01/20	12/31/20		
31	Public Works (Works)	michel.riberdy@tkl.ca	TKL Water Tower and Swastika Pressure Station	Not Started	0%	●	04/01/20	12/31/20		
32	Public Works (Works)	michel.riberdy@tkl.ca	TKL Water Plant - raw water pre-treatment (OCWA)	Not Started	0%	●	07/01/20	12/31/20		
33	Public Works (Works)	michel.riberdy@tkl.ca	Wilson Ave_ Water & Wastewater Forcemain	In Progress	0%	●	07/01/20	12/31/20	08/04/20	
34	Public Works (Works)	michel.riberdy@tkl.ca	Sidewalks, Accessible Parking & Ped. Audible	In Progress	0%	●	04/01/20	12/31/20	03/30/20	
35	Public Works (Works)	michel.riberdy@tkl.ca	Lakeshore Drive & McCamus Ave.	Not Started	0%	●	07/01/20	12/31/20	07/31/20	
36	Public Works (Works)	michel.riberdy@tkl.ca	Storm Water & Sanitary Sewer Tunnel Study	Not Started	0%	●	07/01/20	12/31/20		
37	Public Works (Works)	steve.ranta@tkl.ca	Loader Snow Plowing Blade - with Hyd. Wings	Not Started	0%	●	07/01/20	12/31/20		
38	Community Services	Bonnie Sackrider	Sump Pumps	Completed	100%		01/01/20	03/31/20	01/01/20	03/31/20
39	Public Works (Works)	michel.riberdy@tkl.ca	Crew Cab Truck	Completed	100%		04/01/20	09/30/20	02/28/20	02/28/20

	Service Area	Project Lead	Primary	Project Status	Estimated % Complete	Project Health	Planned Start	Planned End	Actual Start	Actual End
40	Public Works (Works)	michel.riberdy@tkl.ca	Energy Efficiencies at the Water Treatment Plant	Cancelled			04/01/20	06/30/21		
41	Public Works (Works)	michel.riberdy@tkl.ca	Swastika WWTP Capacity Evaluation	Completed	100%		01/01/20	06/30/20	02/13/20	06/12/20
42	Public Works (Works)	michel.riberdy@tkl.ca	Comfort Street Pumping Station 140 hp Sewage	Completed	100%		04/01/20	06/30/20	03/25/20	05/31/20
43	Teck Pioneer Residence	nancy.loach@tkl.ca	Steam Boiler	Completed	100%		02/01/20	03/31/20	02/03/20	03/09/20

# **Attachment 4**



**REPORT TITLE**

**Attachment 4 – Non-Competitive Purchase Requests**

**BACKGROUND**

In accordance with the Town’s Purchasing and Material Management Policy and By-Law 15-125, Directors have responsibility for all procurement activities within their department and are accountable for achieving best value while following procurement principles.

With Council approval, Section Three – Responsibilities and Authorities, allows for the waiving of the tendering procedure and for direct negotiation with a vendor on the grounds that it is more cost effective or beneficial to the Town.

**REQUEST(S) SUBMITTED**

Service Area:	Public Works
Item/Service:	Used Grader
Desired Vendor:	Brandt Tractors (Timmins)
Anticipated Purchase:	Aug/Sept 2020
Estimated Amount:	\$315,000 (as budgeted)
Rationale:	Source of supply is most cost effective / best value
Service Area:	Public Works
Item/Service:	Trackless Sidewalk Machine
Desired Vendor:	Work Equipment Ltd.
Anticipated Purchase:	Q3-2020
Estimated Amount:	\$193,085 (as budgeted)
Rationale:	Source of supply is most cost effective / best value

**ATTACHMENTS**

- Appendix 1 – Sole Source Request: Grader
- Appendix 2 – Sole Source Request: Trackless Sidewalk Machine

## Appendix 1

<b>Item/Service:</b>	772G John Deere Motor Grader - Used
<b>Requested by:</b>	<a href="mailto:micheal.riberdy@tkl.ca">micheal.riberdy@tkl.ca</a>
<b>Procurement Review</b>	Approved
<b>CAO Approval &gt; \$35k</b>	Approved
<b>Estimated Cost:</b>	Yes
<b>Desired Vendor:</b>	Brandt Tractor
<b>Expense Type:</b>	Capital
<b>Rationale for Decision:</b>	<p>Purchase a used grader with low hours to improve the overall winter control operation and to meet the minimum maintenance standards for municipal highways. The 2017 John Deere model 772G motor grader has 2,421 hours which 1,031 hours are from idle time. The mechanical history shows that there was two warranty claims that were minor in nature. One was a loose reverse light and the other was a solenoid replacement on the reverse fan.</p> <p>Brandt Tractor serviced the grader at 2200 hours and performed the following:</p> <ol style="list-style-type: none"><li>1) Replaced batteries</li><li>2) Adjusted the circle shims</li><li>3) 500 hour service</li><li>4) Updated lighting for snow removal</li></ol> <p>The grader is fully equipped with the necessary components to perform winter control. The purchase price was negotiated down from \$286,000.00 to \$282,000 plus the addition of the power train &amp; hydraulics warranty at a cost of \$15,741.25 (2 yr. term or 5000 hours) and FOB Kirkland Lake, ON.</p> <p>We have inspected the used grader in Timmins and it is in great shape.</p>
<b>Is this expense included in the approved budget?</b>	Yes
<b>Does it exceed the approved budget?</b>	No
<b>Amount (\$)</b>	\$302,981.50
<b>Budget Reference Number:</b>	B2020-0006



## Appendix 2

<b>Item/Service:</b>	New 2020 Trackless MT7 - Sidewalk Machine
<b>Requested by:</b>	<a href="mailto:micheal.riberdy@tkl.ca">micheal.riberdy@tkl.ca</a>
<b>Procurement Review</b>	Approved
<b>CAO Approval &gt; \$35k</b>	Approved
<b>Estimated Cost:</b>	Yes
<b>Desired Vendor:</b>	Work Equipment Ltd.
<b>Expense Type:</b>	Capital
<b>Rationale for Decision:</b>	<p>Purchase a new 2020 Trackless MT7 - sidewalk machine to improve the winter maintenance of sidewalks and to meet/exceed the Minimum Maintenance Standards O, Reg. 239/02. We intend to improve the sidewalk maintenance program by having 2 Trackless units out at the same time during regular sidewalk winter maintenance.</p> <p>Work Equipment Ltd. is the manufacturer of the Trackless MT7 and has provided excellent service over the years. We have contacted Work Equipment Ltd. to negotiate the price of the unit/attachments and waiting for a revised quotation to negotiate further.</p> <p>Trackless sidewalk machine have been proven to be a versatile machine that meets the needs of the Public Works Department over the years.</p>
<b>Is this expense included in the approved budget?</b>	Yes
<b>Does it exceed the approved budget?</b>	No
<b>Amount (\$)</b>	\$193,084.68
<b>Budget Reference Number:</b>	B2020-0021

# **Attachment 5**



## REPORT TITLE

### Attachment 4 – Emergency Procurement Report

## BACKGROUND

In accordance with the Town's Purchasing and Material Management Policy and By-Law 15-125, Directors have responsibility for all procurement activities within their department and are accountable for achieving best value while following procurement principles.

Section Three – Procurement in Emergencies, allows for the waiving of the tendering procedure and for direct negotiation with a vendor where a requirement exists due to an emergency event (as defined by the policy).

## APPROVED REQUEST(S)

Service Area:	Teck Pioneer Residence
Approvals Obtained:	N. Loach & R. McGee
Item/Service:	AC Unit Repairs
Desired Vendor:	Action Refrigeration
Timing:	July 2020
Estimated Amount:	\$13,390
Funding Source:	Contingency allotment in 2020 Capital Budget

## ATTACHMENTS

Appendix 1 – Emergency Procurement Request



Date:	July 22, 2020
To:	Keith Gorman / Procurement
From:	Nancy Loach - Teck Pioneer Residence
Subject:	Emergency Procurement Request
Requisition #:	

1 Date of Emergency: 22-Jul-20 Estimate or Invoice Amount: \$ 13,390.00

2 A Full Written Determination of the Basis of Emergency:

On July 17, 2020, our Maintenance manager, Dan Thomas, realized the roof top air conditioning units were not running to their full potential. The units are designed to run on 2 phases, consisting of 4 compressors. First stage consisting of 2 compressors is not working, thus resulting in insufficient cooling of the building.

3 Description of Product or Services Provided:

Replacement of 2 compressors on the roof top unit.

4 Contractor/Vendor Selected:

Action Refrigeration

5 Why was this contractor/vendor selected to provide the goods or services?

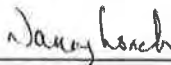
Expertise and availability

6 Please provide a copy of invoice for emergency work performed (as well as any quotes received).

To the best of my knowledge, the foregoing summary for the product or service sought meets all criteria for an emergency procurement.

DEPARTMENT HEAD

Nancy Loach

  
Signature

Aug. 6. 2020  
Date

CHIEF ADMINISTRATIVE OFFICER

Richard McGee

  
Signature

Date



# REPORT TO COUNCIL

Meeting Date: 8/11/2020	Report Number: 2020-DEV-035
Presented by: Ashley Bilodeau	Department: Development Services

## REPORT TITLE

Modification to the Waste/Recycling Collection Schedule

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-035 entitled “**Modification to the Waste/Recycling Collection Schedule**”, be received,

**THAT** staff be directed to modify the waste and recycling schedule in accordance with the proposal submitted by GFL,

**THAT** GFL shall be responsible for the promotion of the new collection schedule with support from the Town’s media platforms, and

**THAT** the modifications to the schedule take effect on October 5, 2020.

## BACKGROUND

At the July 14, 2020 Council meeting, correspondence was received from GFL, requesting modifications to the existing routes for waste and recycling collection. The Report is attached as Attachment 1 to this Report. The existing routes are identified in Attachment 2.

The purpose of this request is to combine collection days, reducing the overall collection schedule to four days per week, as identified in Attachment 3.

## RATIONALE

This change in schedule will reduce the overlap in winter months with snow removal by one day each week and will keep the collection trucks in one area. Trucks on certain days are maneuvering from one area of Town to another, which is inefficient. It will also

eliminate six days per year when Monday is a holiday, resulting in less modifications to the collection schedule throughout the year and resulting in less confusion and inconvenience for residents and businesses. In addition, commercial locations not open on Sundays will no longer have to come in on Sunday or early Monday morning to put collection carts out at the curbside.

Should Council agree to the proposed change, GFL intends to implement the new schedule beginning on October 1<sup>st</sup>, 2020 and will notify the public as follows:

- Advertising on the radio and on the Town's social media pages/website;
- Stickers will be placed on every bin that will state the new day for collection for that dwelling/commercial business and the date the change will take effect; and
- Hand delivery of notices and conversations with each of the downtown businesses.

## OTHER ALTERNATIVES CONSIDERED

The schedule can remain as is, although there are benefits, as mentioned in this report, to accommodate the waste contractor's proposed change to the collection schedule.

As part of this modification to the schedule, Council asked if GFL could focus attention in other aspects of waste/recycling collection on the Mondays. After reviewing the contract and discussing this point with GFL, this request would be above and beyond the contractual obligations. The service, even with the elimination of a day per week of collection, is being provided. It is the delivery of the service that is changing. Any additional work scheduled on the Monday would result in additional costs for the Town of Kirkland Lake. It should be noted that there are certain businesses/establishments (hospital, group homes, etc.) that require 3 day per week collection. These collections will continue to occur on Mondays.

There was also comments at the July 14, 2020 meeting that suggested Council may be interested in increasing the residential recycling pick-up to once per week and including commercial into the program. Increasing the schedule for recycling pick-up is a contractual change and may be best to consider at the time of renewal of the waste/recycling collection contract in 2023. There may also be significant changes resulting from *Bill 151: The Circular Economy Act* that will need to be considered. Unfortunately, commercial recycling is not recognized by the Province for funding through the Stewardship Program; Blue Box Best Practices would result in additional costs to the taxpayers.

## FINANCIAL CONSIDERATIONS

There are no financial considerations associated with the recommendations proposed. The contract price will remain the same. The contractor will be responsible for all costs associated with advertising and notifying the public.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

This request is consistent with the Strategic Priority of providing efficient and sustainable service delivery.

## **ACCESSIBILITY CONSIDERATIONS**

There are no accessibility considerations.

## **CONSULTATIONS**

Richard Charbonneau, Waste Management Manager  
Jenna McNaughton, Recycling Coordinator/Information Manager  
Eric Clarke, GFL

Correspondence was also received from the public (Attachment 4).

## **ATTACHMENTS**

Attachment 1 – Report from July 14, 2020  
Attachment 2 – Existing Collection Schedule  
Attachment 3 – Proposed Collection Schedule  
Attachment 4 – Correspondence from Public

**BACK TO  
TOP**



July 6, 2020

Dear Staff:

RE: Requesting Change in Garbage/Recycling Pick-Up Routes

---

Green for Life (GFL), formerly Municipal Waste Recycling Consultants (MWRC), has been operating in Kirkland Lake since October 2018. GFL has developed an understanding of the Town, its routes and waste needs, and would now like to modernize some of the processes, to continue on a path of diversion and increase longevity of the Landfill.

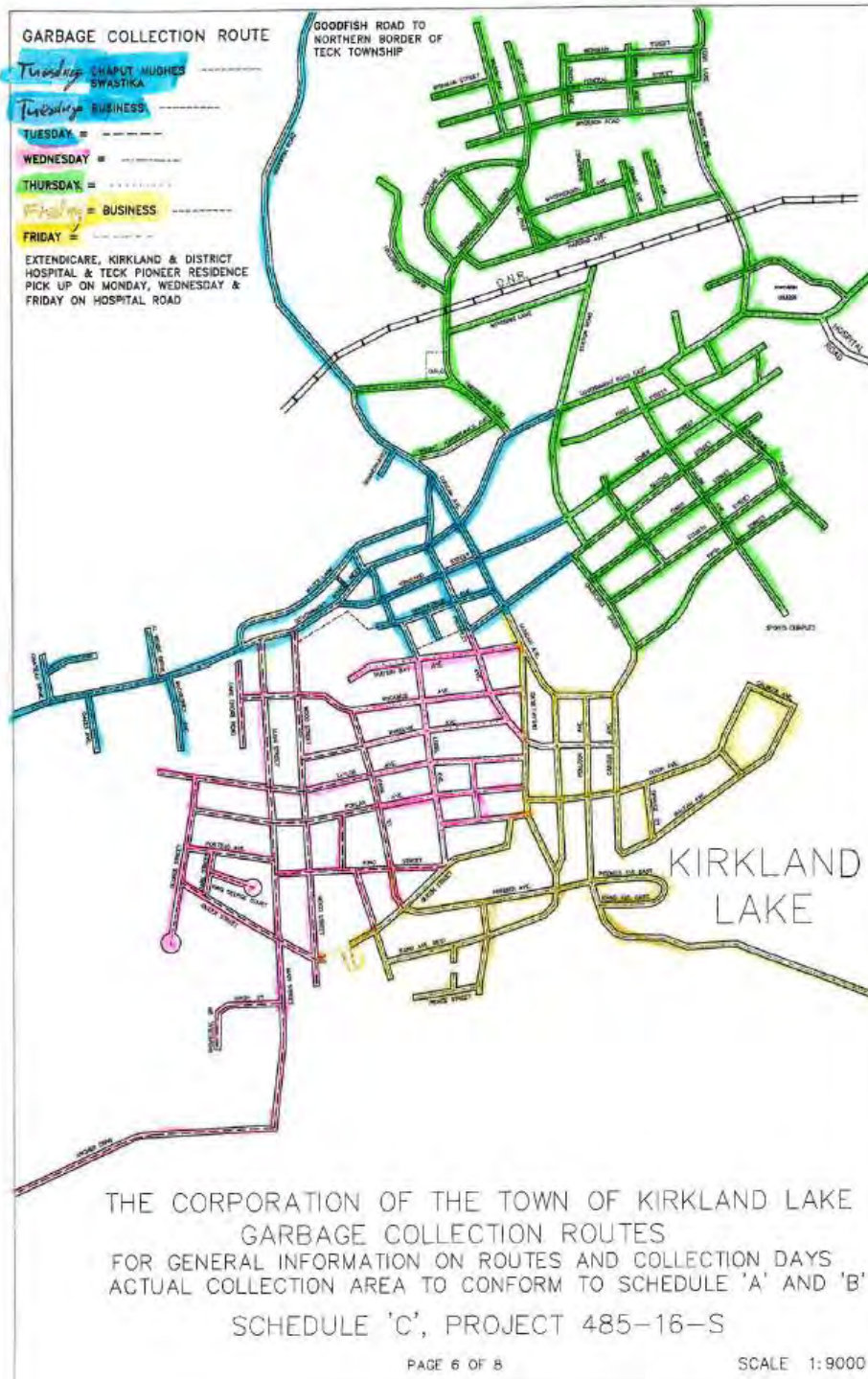
The switch to mechanical pick-up in 2016, and the addition of side-loading trucks in 2018, has drastically reduced the amount of time taken to perform waste and recycling collection. GFL has certain days where pick-up is completed before 11 a.m., providing an opportunity to combine pick-up days. While talking with town staff and the general public GFL would like to propose a revised pick-up schedule to allow for waste to be collected in faster, cleaner and more efficient process.

### **Proposal**

Currently, GFL operates on a 5-day pick-up schedule for residents and 2-day pick-up schedule for commercial. With some days shorter than others, we would like to reduce the residential pick-up to 4 days a week, eliminating Mondays. Commercially, waste is picked up on Monday and Thursdays. GFL is proposing to change this to Tuesday and Fridays. This would reduce the overlap in winter months with snow removal, and keep the truck in one area per day. It would also alleviate the 6 days a year when Monday is a holiday, and keep us more in line with the other communities we provide. For commercial this would better suit the locations that are not open on Sundays and put out there cans on Friday night or have to come in Sunday to place their cart and locations open all weekend will have an empty carts or shed to start the weekend. With this change, we will still provide a Monday pickup service as per our contractual obligations for the properties that receive a 3 time a week pick up.

The following diagram outlines the changes in schedule being proposed:







As an example, the following would be the noted changes to specific Councillors:

- Dennis, Stacy, Casey and Eugene move from Monday to Tuesday
- Rick Owen moves from Tuesday to Thursday
- Pat Kiely and Pat Adams goes from Wednesday to Thursday

### **Proposed Notification & Advertising**

Should Council be satisfactory to the proposed changes, GFL would take it upon ourself to ensure adequate notice and advertising takes place to convey the message to the public. It is recommended that the change in service occur early fall. GFL intends of advertising the changes on the radio and Town's social media pages. Stickers will be placed on every bin that will state the new day for collection for that dwelling/commercial business, and the date the change will take place. Hand delivery of notices to downtown businesses is also proposed.

### **Continuous Improvements**

GFL recognizes that the towns new Strategic Plan has put aside time in the fourth quarter for review of commercial waste, as a method of finding efficiencies for taxpayers. GFL is consistently looking for ways to improve our processes and find efficiencies for the municipalities with existing contracts, and look forward to being able to assist the Town of Kirkland Lake with this action item. We also recognize the need to reduce the amount of waste being brought to the landfill, to increase the lifespan of the facility and reducing capital costs in the long-term. The following are some areas that are being reviewed and researched with staff at the moment:

- Textiles: Textiles can be considered a recyclable material and can be diverted from the landfill. There are special programs that certain municipalities have taken on that brings in revenue and has very low costs to implement. More information can be provided upon request.
- Recycling and Garbage Audits: This would avoid contaminates entering the landfill and recycling facilities.
- Implementing Bag Limits and Tighter Restrictions on Multi-Residential and Commercial Waste: Kirkland Lake's "top 3" commercial producers combined make up approximately 8% off all waste sent to landfill. An additional 8% comes from the remainder of the commercial businesses. If you factor in multi-residential (more than 6 units), there is an additional 20%, resulting in a total of approximately 36% of waste being collected, and sent to landfill. On that note, the majority of the commercial waste consists of cardboard boxes and packaging that could be diverted from the landfill (approximately 55 to 65% of commercial waste). Should Council want to eliminate commercial waste pick-up, GFL is willing to review the contract and renegotiate the contracted



price. As part of the action item listed in the Strategic Plan, GFL will provide an estimate on potential savings and processes for consideration.

- Other options for increased revenue could be looked at with fee structure and implementation of a scale.

GFL is grateful to be the contracted service provider for Kirkland Lake and looks forward to many more years of working together. If there are any questions relating to the information presented in this letter, you can contact GFL at 705-570-3948.

Sincerely,

Eric Clarke  
Operations Manager

GFL

## SCHEDULES

Schedule “A” Identifies the applicable routes for Residential curbside collection

<b>MONDAY</b>	<b>Garbage Collection</b>	<b>Residential Blue box</b>
<b>Approximate 6:00am</b>		
Swastika	<input type="checkbox"/>	<input type="checkbox"/>
Chaput Hughes	<input type="checkbox"/>	<input type="checkbox"/>
Government Road West	<input type="checkbox"/>	<input type="checkbox"/>
Chateau Drive and Oakes Ave	<input type="checkbox"/>	<input type="checkbox"/>
Mall & Al Wende	<input type="checkbox"/>	Not applicable
McChesney Avenue	<input type="checkbox"/>	Not applicable
Water Lane	<input type="checkbox"/>	<input type="checkbox"/>
Prospect & Duncan Avenue North	<input type="checkbox"/>	<input type="checkbox"/>
Summerhayes	<input type="checkbox"/>	<input type="checkbox"/>
Airport Road, Nettie Lake and Goodfish Lake	Not applicable	Not applicable
Kirkland Street	<input type="checkbox"/>	<input type="checkbox"/>
Duncan, Prospect & Second Street	<input type="checkbox"/>	<input type="checkbox"/>
Library	<input type="checkbox"/>	<input type="checkbox"/>
St. Peter’s Lane	<input type="checkbox"/>	<input type="checkbox"/>
Place of Business and Lanes	<input type="checkbox"/>	Not applicable
Extendicare, Kirkland & District Hospital & Teck Pioneer	<input type="checkbox"/>	<input type="checkbox"/>
Kirkpatrick Street & Teck Ave	<input type="checkbox"/>	<input type="checkbox"/>
Hudson Bay Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Lebel Avenue (From Gov’t Rd. To Hudson Bay Ave.)	<input type="checkbox"/>	<input type="checkbox"/>

Schedule “A” Identifies the applicable routes for Residential curbside collection

<b>TUESDAY</b>	<b>Garbage Collection</b>	<b>Residential Blue box</b>
<b>Approximate 6:00am</b>		
Main Street & Lakeshore Road	<input type="checkbox"/>	<input type="checkbox"/>
Main Street	<input type="checkbox"/>	<input type="checkbox"/>
Queen Street from Woods to George Street	<input type="checkbox"/>	<input type="checkbox"/>
Porteous Street	<input type="checkbox"/>	<input type="checkbox"/>
King Street	<input type="checkbox"/>	<input type="checkbox"/>
Park from Queen to Taylor Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Comfort Street	<input type="checkbox"/>	<input type="checkbox"/>
Woods St. from Queen to Taylor Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Folger Street	<input type="checkbox"/>	<input type="checkbox"/>
Poplar Ave and George Street	<input type="checkbox"/>	<input type="checkbox"/>
Taylor Avenue	<input type="checkbox"/>	<input type="checkbox"/>
McKelvie Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Park and McCamus	<input type="checkbox"/>	<input type="checkbox"/>
Woods Street	<input type="checkbox"/>	<input type="checkbox"/>
<b>Approximate 12 Noon</b>		
Assumption School & Fourth Street	<input type="checkbox"/>	<input type="checkbox"/>
Fifth Street, Complex & KLDCS	<input type="checkbox"/>	<input type="checkbox"/>
Allen Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Fourth Street	<input type="checkbox"/>	<input type="checkbox"/>
Third Street	<input type="checkbox"/>	<input type="checkbox"/>
Second Street & Young Avenue	<input type="checkbox"/>	<input type="checkbox"/>

Schedule “A” Identifies the applicable routes for Residential curbside collection

<b>WEDNESDAY</b>	<b>Garbage Collection</b>	<b>Residential Blue box</b>
<b>Approximate 6:00am</b>		
Wright Hargreaves Ave. & Tweedsmuir Rd.	<input type="checkbox"/>	<input type="checkbox"/>
Hillcrest	<input type="checkbox"/>	<input type="checkbox"/>
Algonquin Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Tweedsmuir & Alexander	<input type="checkbox"/>	<input type="checkbox"/>
Harding Avenue to Summit Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Summit, McPherson, McPhee & Summerset Avenues	<input type="checkbox"/>	<input type="checkbox"/>
Harding & Atkins Avenues	<input type="checkbox"/>	<input type="checkbox"/>
Burnside Court	<input type="checkbox"/>	<input type="checkbox"/>
Burnside Drive	<input type="checkbox"/>	<input type="checkbox"/>
Foss Lane	<input type="checkbox"/>	<input type="checkbox"/>
Wishman to Brown Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Brown Avenue	<input type="checkbox"/>	<input type="checkbox"/>
<b>Approximate 12 Noon</b>		
Grierson Rd. to Burnside Drive	<input type="checkbox"/>	<input type="checkbox"/>
Federal to Brown Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Wishman & Green Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Federal Street	<input type="checkbox"/>	<input type="checkbox"/>
Grierson Rd	<input type="checkbox"/>	<input type="checkbox"/>
Wilson & Wishman Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Federal & Day Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Extendicare, Kirkland & District Hospital & Teck Pioneer	<input type="checkbox"/>	<input type="checkbox"/>

Schedule “A” Identifies the applicable routes for Residential curbside collection

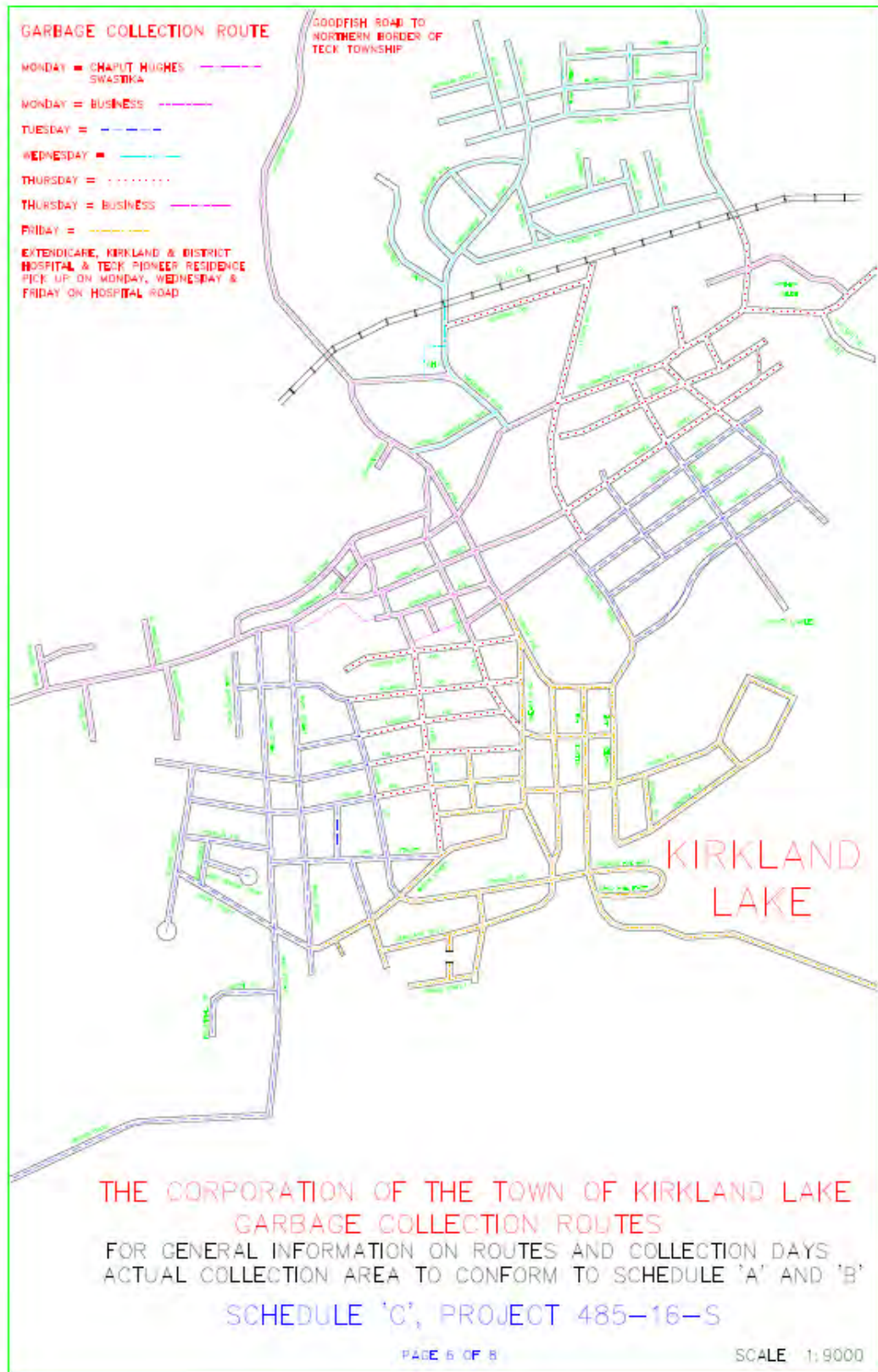
<b>THURSDAY</b>	<b>Garbage Collection</b>	<b>Residential Blue box</b>
<b>Approximate 6:00am</b>		
Mall	<input type="checkbox"/>	Not applicable
Government Road West	<input type="checkbox"/>	Residential only
Lebel Avenue (Hudson Bay to Queen)	<input type="checkbox"/>	<input type="checkbox"/>
Taylor Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Place of Business and Lanes	<input type="checkbox"/>	Not applicable
Prospect Avenue	<input type="checkbox"/>	<input type="checkbox"/>
McKelvie Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Place of Business	Not applicable	Not applicable
Gov’t Rd. East & Trailer Park	<input type="checkbox"/>	<input type="checkbox"/>
McKelvie Avenue	<input type="checkbox"/>	<input type="checkbox"/>
McCamus Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Hudson Bay Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Medical Centre & Library	Not applicable	Not applicable
Gov’t Rd. East & Station Road	<input type="checkbox"/>	<input type="checkbox"/>
Tower Street	<input type="checkbox"/>	<input type="checkbox"/>
First, Sylvanite & Dunfield	<input type="checkbox"/>	<input type="checkbox"/>
Allen Avenue from Second to Gov’t Rd. East	<input type="checkbox"/>	<input type="checkbox"/>
Nipissing Lane	<input type="checkbox"/>	Not applicable

Schedule “A” Identifies the applicable routes for Residential curbside collection

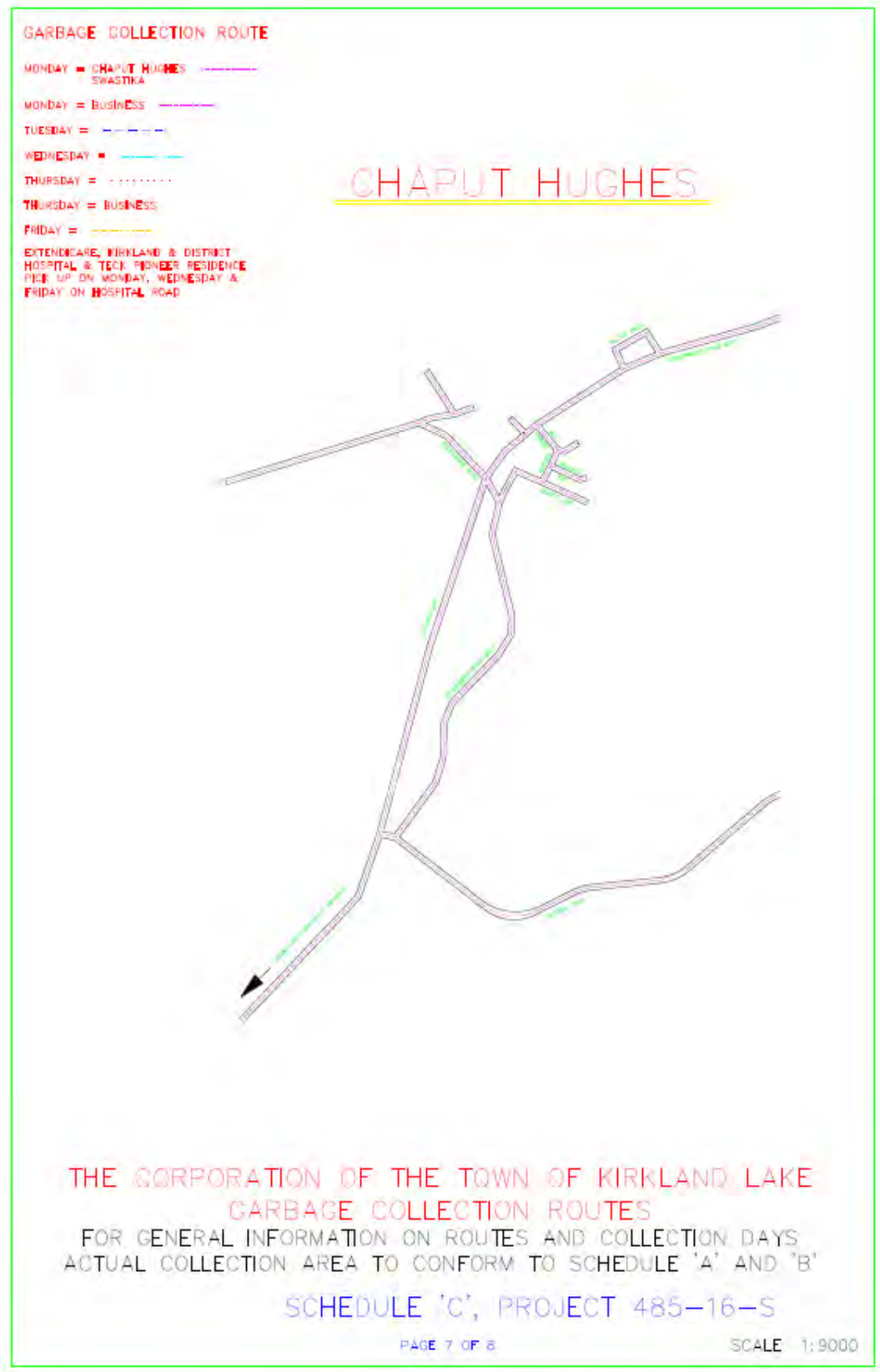
<b>FRIDAY</b>	<b>Garbage Collection</b>	<b>Residential Blue box</b>
<b>Approximate 6:00am</b>		
Poplar Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Rowan & Lebel Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Queen St. from Lebel to King Street	<input type="checkbox"/>	<input type="checkbox"/>
Prospect Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Duncan Avenue	<input type="checkbox"/>	<input type="checkbox"/>
<b>Approximate Noon</b>		
Pollock & Churchill Drive	<input type="checkbox"/>	<input type="checkbox"/>
Carter & Brookbank Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Balsam Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Dixon Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Calbeck Avenue	<input type="checkbox"/>	<input type="checkbox"/>
Furlong Street	<input type="checkbox"/>	<input type="checkbox"/>
Spruce Street	<input type="checkbox"/>	<input type="checkbox"/>
Premier East & West	<input type="checkbox"/>	<input type="checkbox"/>
Rand East & West	<input type="checkbox"/>	<input type="checkbox"/>
Earl, Prince, Baron & Comfort	<input type="checkbox"/>	<input type="checkbox"/>
Queen Street	<input type="checkbox"/>	<input type="checkbox"/>



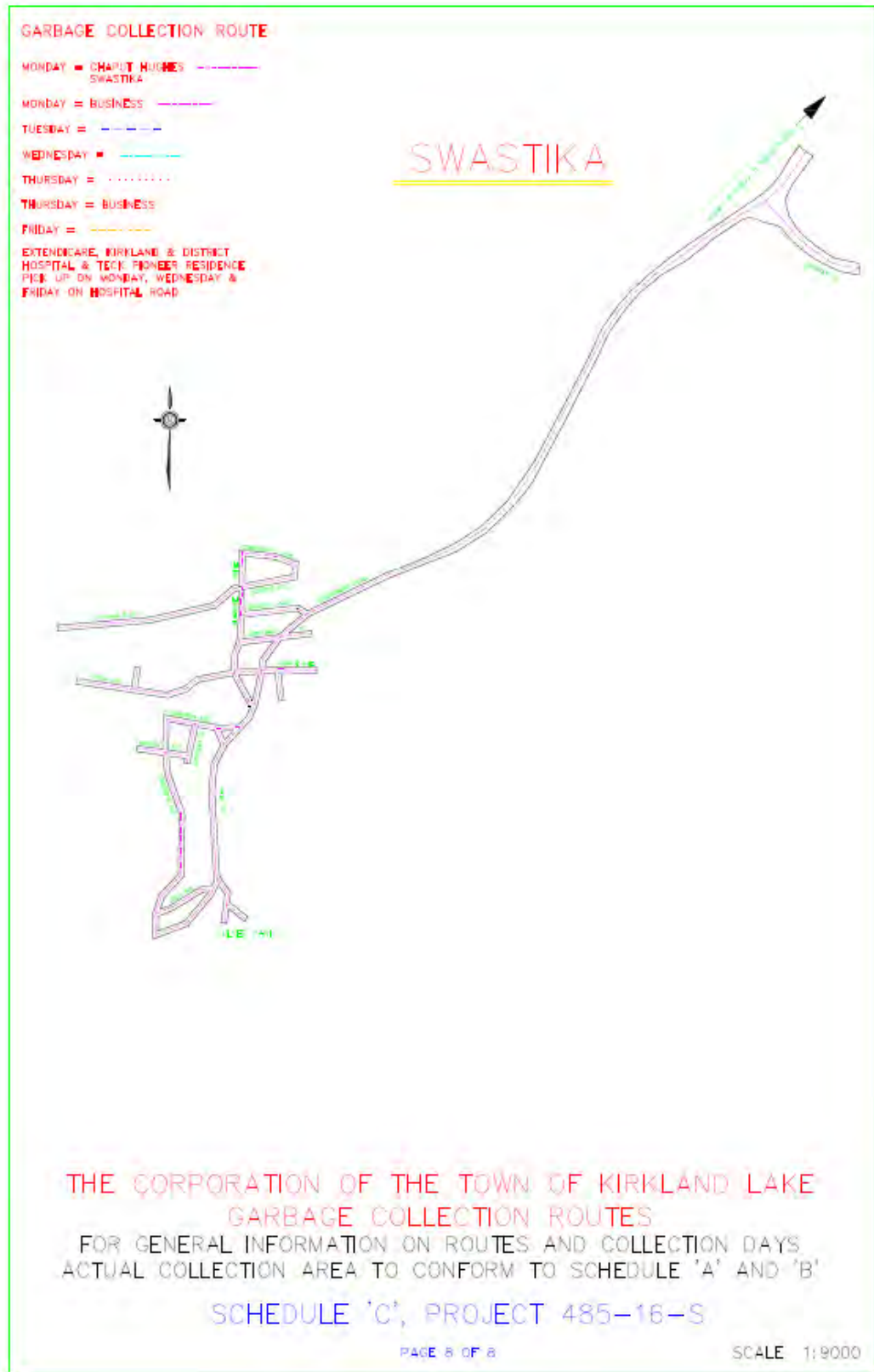
1.1 Schedule "B1" Map reflecting the applicable route for Residential curbside collection



1.2 Schedule "B2" Map reflecting the applicable route for Residential curbside collection



1.3 Schedule "B3" Map reflecting the applicable route for Residential curbside collection





GARBAGE COLLECTION ROUTE

*Tuesday* CHAPUT HUGHES SWASTIKA

*Tuesday* BUSINESS

TUESDAY =

WEDNESDAY =

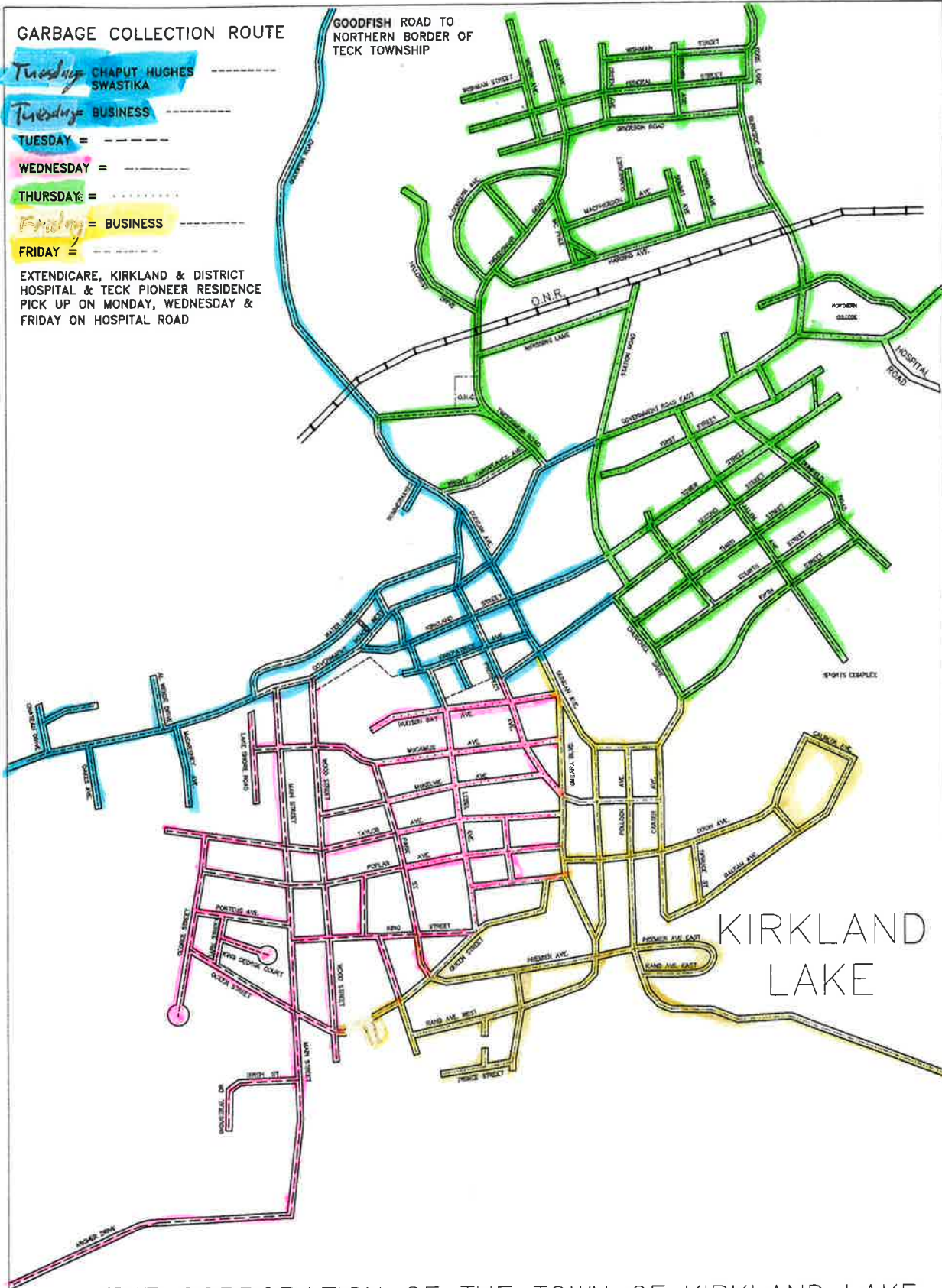
THURSDAY =

*Friday* = BUSINESS

FRIDAY =

EXTENDICARE, KIRKLAND & DISTRICT HOSPITAL & TECK PIONEER RESIDENCE PICK UP ON MONDAY, WEDNESDAY & FRIDAY ON HOSPITAL ROAD

GOODFISH ROAD TO NORTHERN BORDER OF TECK TOWNSHIP



KIRKLAND LAKE

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE  
 GARBAGE COLLECTION ROUTES  
 FOR GENERAL INFORMATION ON ROUTES AND COLLECTION DAYS  
 ACTUAL COLLECTION AREA TO CONFORM TO SCHEDULE 'A' AND 'B'  
 SCHEDULE 'C', PROJECT 485-16-S

Correspondence submitted by email:

Town of Kirkland Lake: Clerk

Will all the changes and assistance to GFL be reflected in the next contract ? For example holding the same contract for one year and the second year have a 4% increase (being 2 years of inflation at 2% per year)

John Landriault  
Citizen of Kirkland Lake

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I think it's a bad idea to reduce number of garbage pickup days because residents will start littering in the bush. There's lots of garbage in the bush as it is right now 😞 People will not drive to the dump, that road is terrible and far. You will see more bears, skunks and racoons in town once residents start littering more.

I'm not a fan of the new heavy garbage bins. So hard on my scoliosis back to roll it out in the winter. Please consider going back to regular garbage cans like we had before. Englehart doesn't use fancy cans either.

Make recycling every week instead of every other week that would encourage people to recycle a lot more. Ideally a recycling depot would be best with security camera

Suggestion about bears; I see lots of public garbage cans around town but none are bear proof garbage cans. Might help our bear problem if we had bear proof cans around town

Solution for bears going through garbage; get the garbage men to do same routes and pick up garbage around same time. That would be incredibly helpful. A bungee cord works but we have to remove bungee cord on garbage day...

Karen Jadot

## REPORT TO COUNCIL

Meeting Date: 8/11/2020	Report Number: 2020-DEV-036
Presented by: Ashley Bilodeau	Department: Development Services

### REPORT TITLE

Free Tipping Voucher Program

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-036 entitled “**Free Tipping Voucher Program**”, be received,

**THAT** Council approve the Free Tipping Voucher Program; and

**THAT** Council cancel the Fall Free Tipping Fee Event.

### BACKGROUND

On June 16, 2020, staff reported to Council on the challenges and inefficiencies identified with the “Free Tipping Fee Events”. That report prompted the development of a new and more efficient program to better serve the residential taxpayers of Kirkland Lake. Council passed a motion to explore a voucher system to replace “Free Tipping Fee Events”. The new program would be designed to better track the use of the program and to enforce the waste limits currently in effect. Staff were directed to bring forward additional information and recommendations to Council prior to the Fall Free Tipping Fee Event scheduled to occur this September. The Report presented during that meeting is attached as Attachment 1.

At this time, staff are recommending that Council approve the Free Tipping Fee Program, attached as Attachment 2 to this Report.

### RATIONALE

During the Spring Free Tipping Event 2020, many concerns were raised relating to the enforcement of the 2.0 cubic metre limit. Unfortunately, there was a lack of a system in

place to effectively track when residents utilized the service, contributing to negative impacts on the environment, reducing the lifespan of the landfill and placing the burden of future landfill closure costs onto taxpayers as a whole, rather than the most active users of the landfill. It also resulted in staff and resident frustration.

Staff recommend that Free Tipping be continue with proper protocols in place. The Voucher Program being recommended offers many benefits, including:

- Controls how many cubic metres are being disposed of annually, for free,
- Eliminates free tipping events, which encourages everyone to go at the same time,
- Reduces the amount of waste coming into landfill at once – from an operations perspective, this is preferred, and
- Vouchers will be tracked by address to determine who is taking advantage of the Program.

Staff were concerned that there would be some resistance from residents, having to acquire their vouchers from a municipal facility prior to proceeding to the landfill for free tipping. After reviewing the services provided in other municipalities however, this is not abnormal. For a waste management example, bag tags to dispose of additional waste at curbside are often required to be picked up and paid for at a municipal office prior to using the service. They are not typically sent to residents for use. In order to increase availability and make the vouchers more readily accessible, staff recommend that the vouchers be available at Town Hall, Dunfield Office and the Community Complex. The Community Complex will allow vouchers to be obtained outside of the 8:30 a.m. to 4:30 p.m. work hours.

## **OTHER ALTERNATIVES CONSIDERED**

Initially, the intent was to mail vouchers with tax bills; however, staff are concerned about the lack of controls this may pose and the added costs associated with implementing this Program. In this instance, there would be roughly 4,800 free vouchers sent out by mail. By doing so, staff would need to establish or invest in software to populate the address/roll number on each voucher. Software would need to be compatible with VADIM to eliminate staff time required to place Vouchers into envelopes with tax bills. Failure to acquire this software would result in staff time being dedicated to this process. The following are other considerations that were factored into staff's recommendation to issue free tipping vouchers at municipal offices:

- Several residents obtain their tax bills electronically which could result in multiple print offs being generated, which would be considered unauthorized duplication,
- It reduces the likelihood of vouchers being given to friends/family,

- It eliminates confusion at the landfill by ensuring proper authorization of the tipping fee vouchers are acquired prior to disposing of waste, and
- It eliminates unused vouchers being disposed of in the landfill, reducing waste.

Staff believe that issuing vouchers upon request will allow for better control and will significantly reduce the amount of free waste being disposed of at the landfill.

## **FINANCIAL CONSIDERATIONS**

There are financial considerations associated with this request.

A quote has been obtained from a local supplier to print 5,000 vouchers. The quotation is attached as Attachment 3.

Staff did not estimate the costs associated with adding software capabilities to generate a voucher on tax bills. In staff's opinion, this method would not provide the proper controls necessary for enforcement of the 2.0 cubic metre limit. This option could be considered in the future, should technology improve.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

Council has stressed the importance of improving the aesthetics of properties in Kirkland Lake. The Voucher Program, as presented, encourages residents to clean their properties by taking advantage of free tipping fees.

## **ACCESSIBILITY CONSIDERATIONS**

The Free Tipping Fee Voucher Program will be accessible to all residential taxpayers of Kirkland Lake.

## **CONSULTATIONS**

Richard Charbonneau – Waste Management Manager  
Jenna McNaughton – Information Manager/Recycling Coordinator  
Bonnie Sackrider – Director of Community Services  
Keith Gorman – Director of Corporate Services  
Shawna Ducharme – IT Coordinator  
Michel Riberdy – Director of Public Works  
Ric McGee – Chief Administrative Officer

## **ATTACHMENTS**

Attachment 1 – Report from June 16, 2020



Attachment 2 – Free Tipping Fee Voucher Program  
Attachment 3 – Quote for 5,000 Vouchers

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TOP](#)

# REPORT TO COUNCIL

Meeting Date: 2/16/2020	Report Number: 2020-DEV-028
Presented by: Ashley Bilodeau	Department: Development Services

## REPORT TITLE

Spring Free Tipping Fees Event - Update

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-028 entitled “**Spring Free Tipping Fees Event – Update**”, be received, and

**THAT** staff be directed to explore “Option 1 – Voucher System” and present additional information and recommendations to Council prior to the Fall Free Tipping Fee Event scheduled to occur in September.

## BACKGROUND

At the June 2, 2020 regular meeting of Council, Council passed a motion requesting staff to bring forth a formalized protocol/procedure for landfill employees to follow, including a system to ensure proper collection of information required at the gate. This report focuses on:

- The history of the Spring Free Tipping Fee Event;
- Reasoning behind the 2m<sup>3</sup> limit;
- A summary of this year’s event; and
- Options to consider in the future.

### **History of Free Tipping Fee Event**

Historically, residents were permitted to place up to two cubic metres (average size of the back of a pick-up truck) of waste on the curbside directly in front of their residence. Certain restrictions included demolition material, concrete, rocks and boulders, etc. To compliment curbside collection, the Town also offered its residents free tipping at the landfill up to two cubic metres of waste for three weeks for the residents who preferred to take their waste directly to the landfill. Fall free tipping only

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began to be offered in 2012, with the same 2m<sup>3</sup> restriction.

Due to the increasing cost of labour and equipment, the last curbside collection event was held in 2015 with the intent of holding it every second year. It was never re-instated regardless of the bi-annual intentions, due to the costs associated with hosting the event (approximately \$60,000).

### **The Two Cubic Metre Limit**

Landfill sites are heavily regulated by Federal and Provincial laws and are costly to operate. The landfill site receives and processes between 25,000 and 40,000 (2019) cubic metres of waste annually, dependant on activity within the municipality. The tipping fees help to offset the operational costs associated with landfill site staffing, contractual obligations for disposal operations and to fund post closure costs.

### **Spring Free Tipping Event 2020**

The following table breakdown the cubic metres of waste accepted at the landfill during curbside collection and spring and fall free tipping weeks since 2009.

<b>Year</b>	<b>Curbside (Cubic Metres)</b>	<b>Spring (Cubic Metres)</b>	<b>Fall (Cubic Metres)</b>
<b>2009</b>	4,783.6	1,182.50	0
<b>2010</b>	4,472.0	1,495.0	0
<b>2011</b>	5,412.7	1,505.0	900.0
<b>2012</b>	3,049.5	2,358.0	1,313.0
<b>2013</b>	0	4,965.0	1,642.0
<b>2014</b>	4,518.9	2,515.0	1,587.0
<b>2015</b>	3,981.5	950.4	1,138.5
<b>2016</b>	0	2,533.0	1,153.0
<b>2017</b>	0	2,672.0	1,560.0
<b>2018</b>	0	2,055.5	1,205.0
<b>2019</b>	0	2,908.0	1,442.0
<b>2020</b>	0	3,156.7	

At the May 12<sup>th</sup>, 2020 Council meeting, Council raised concern that the 2 m<sup>3</sup> limit was being enforced more strictly than in previous years. Although unclear as to the direct cause of enforcement becoming more prevalent in 2020, from management's perspective, the following has been noted:

- The two cubic metre rule has always been stipulated in the Reports to Council when Free Tipping Fee Events are proposed;
- Staff have a conversation with the tipping attendants each year, in relation to enforcement of the 2 m<sup>3</sup> rule;
- There was hesitancy with certain staff in accepting too many visitors at the landfill due to the COVID-19 Pandemic;

- There were significantly more Community Standards notices (304) issued to the residents than in the past (100);
- There was more waste brought to the landfill than any other year, with the exception of 2013.
- There were several individuals with trailers coming to the landfill who were profiting from residents, by bringing waste to the landfill on their behalf;
- There were more taxpayers than normal, taking advantage of the 2m<sup>3</sup> rule;
- There were taxpayers who were verbally abusive with the tipping attendants this year. In some instances, license plates were recorded and forwarded to the Ontario Provincial Police; and
- When enforcement was occurring, there was a lack of process that tipping attendants were reasonably relying on.

Immediately after becoming aware of the concern, staff worked towards implementing a process that would reduce the confusion associated with multiple visitors for the remainder of the 2020 Spring Event. Receipts were populated into an excel spreadsheet and provided to the tipping attendants twice per day to maintain an up to date record of who had used free tipping.

There are several challenges associated with the method currently in place. Without electricity at the landfill site, it is difficult to install technology that would assist with proper recording. Driving back and forth to update spreadsheets results in added costs associated with staff, fuel and administration. It would not be practical for the tipping attendants to track addresses manually with over 100 vehicles coming on a daily basis. With this in mind, staff have reviewed program initiatives from other municipalities and have recommendations for Council to consider.

### **Moving Forward – Options to Consider**

Staff recommend that Council consider modifications to the program in the coming years. After reviewing what other municipalities offer, staff believe it may be valuable to present options for Council’s consideration.

Options to consider are as follows:

1. A voucher system be introduced. (Recommended)

<b>Voucher System</b>	
<p>Two free tips be included in tax bills for residential taxpayers.            When issuing notices in the spring to clean up properties, a free tipping voucher can be included on the notice.            Eliminate spring / fall clean up events and vouchers can be used at any time.</p>	
Benefits	<ul style="list-style-type: none"> <li>➤ Controls how many cubic metres are being disposed of annually for free.</li> <li>➤ Eliminates free tipping events which encourages everyone to go at once.</li> <li>➤ Reduces the amount of garbage coming into landfill at</li> </ul>

	<p>once – from an operations perspective, this is preferred.</p> <ul style="list-style-type: none"> <li>➤ Vouchers can be tracked by roll number to determine who utilizes the free tipping.</li> </ul>
Challenges	<ul style="list-style-type: none"> <li>➤ Lack of control when someone gives another person their free tipping voucher. Regardless, the set limit is one per household, therefore limiting the amount of waste being directed to the landfill.</li> </ul>

2. Offering free tipping fee Saturdays throughout the summer. (Not recommended)

<b>Free Tipping Fee Saturdays</b>	
For six (6) Saturdays throughout the summer from June to October, tipping for residential taxpayers is free of charge.	
Benefits	<ul style="list-style-type: none"> <li>➤ Eliminates the two-week long events in May and October and provides residents an opportunity to tip for free throughout the summer months.</li> <li>➤ Reduces amount of garbage coming into the landfill at once – from an operations perspective, this is preferred.</li> </ul>
Challenges	<ul style="list-style-type: none"> <li>➤ Difficulty controlling the 2 m<sup>3</sup> per user.</li> <li>➤ No electricity restricts the ability to track electronically.</li> </ul>

If proceeding with this option, it is encouraged that funds be allocated towards the purchase and installation of a small solar panel to generate enough power for a computer and heat for the port-a-potty. This will allow tipping attendants to input information during less busy times of the day, and names can be searched upon entry into the landfill. Having electricity could also support the use of electronic payment.

3. Continuing with Spring and Fall Free Tipping Events. (Not recommended)

<b>Free Tipping Fee Events</b>	
Continue with free tipping fee events, as has been done in the past.	
Benefits	<ul style="list-style-type: none"> <li>➤ Continue to provide a service that residents are accustomed to.</li> </ul>
Challenges	<ul style="list-style-type: none"> <li>➤ Difficulty controlling the 2 m<sup>3</sup> per user.</li> <li>➤ No hydro restricts the ability to track electronically.</li> <li>➤ Increased administrative costs associated with tracking via excel spreadsheets and fuel costs with delivering the documentation twice daily.</li> <li>➤ Ongoing operational challenge of accepting an abundance of waste at the same time.</li> <li>➤ Wait times are generally higher. This will continue to pose a challenge, especially as staff attempt to socially distance the residents to be compliant with current Emergency Orders.</li> </ul>

Similar to Option 2, it is recommended that funds be allocated towards the purchase and installation of a small solar panel to generate enough power for a computer and heat. This will allow tipping attendants to input information during less busy times of the day, and names can be searched upon entry into the landfill. Having electricity could support the use of electronic payment.

## **R A T I O N A L E**

Although staff encourage residents to take advantage of Free Tipping Events, the lack of enforcement on load limits negatively impacts the environment, reduces the lifespan of the landfill and pushes the burden of closure costs onto the taxpayers instead of the most active users.

Staff recommend that Free Tipping be permitted to continue, but with proper protocols in place. Staff recommend that Option 1 be considered and staff be directed to explore this option further and report back to Council prior to the Fall Free Tipping Event.

## **O T H E R A L T E R N A T I V E S C O N S I D E R E D**

Staff explored several options associated with hosting the Free Tipping Fee Events. Realistically, the most reasonable solution in order to maintain the Events as is and to encourage better enforcement is to install a solar panel, obtain a computer or tablet and track users digitally.

Staff also explored the option of cancelling Free Tipping Events completely. With the strategic priority to clean up and enhance the aesthetics of Kirkland Lake; free tipping fee events provide an incentive for residents to clean their properties. Staff believe the option for free tipping with enforceable limits should continue.

## **F I N A N C I A L C O N S I D E R A T I O N S**

There are financial considerations associated with the options listed above.

### **Option 1: Voucher System**

Staff would attempt to create a template that can be added to existing tax bills. There would be administrative costs to establish the template. From an ongoing perspective, there would be added costs associated with material (paper) to initiate this process.

### **Option 2 & 3: Spring Free Tipping Saturdays OR Spring Free Tipping Events**

Both of these options would result in one-time costs associated with purchasing a solar panel and tablet/computer in order to properly track users who have taken advantage of the program.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

Although a Strategic Plan has not yet been adopted, Council has stressed the importance of improving the aesthetics of properties in Kirkland Lake. The Free Tipping Fee Events encourage residents to clean their properties by taking advantage of the free tipping fees.

## **ACCESSIBILITY CONSIDERATIONS**

The Free Tipping Fee Events or a voucher system would be available for all residential taxpayers of Kirkland Lake.

## **CONSULTATIONS**

Richard Charbonneau – Manager of Waste Management and Airport  
Jenna McNaughton – Information Manager/Recycling Coordinator

## **ATTACHMENTS**

No attachments.



## Free Tipping Fee Voucher Program

The Town of Kirkland Lake is introducing a Free Tipping Fee Voucher Program. This Program is consistent with ED-16 in the Town of Kirkland Lake's Strategic Plan, which identifies the following Action Item: "Make Kirkland Lake Presentable".

### Purpose

The purpose of this program is to provide residential taxpayers the opportunity to take advantage of free tipping fees at the Kirkland Lake Landfill. Free tipping offsets costs associated with disposal of waste and encourages residents to keep their properties clean and orderly.

From a staff perspective, the Program streamlines the "free tipping" process and increases efficiencies by:

- Reducing additional staff hours during Free Tipping Fee Events,
- Reducing wait time at the gate,
- Eliminates the requirement for the Landfill Attendant to verify residency at the gate.

It also provides staff an opportunity for better reporting to Council on volumes disposed of through the Program and increases the longevity of the landfill.

### Voucher Guidelines

1. Each residential taxpayer in the Town of Kirkland Lake will have the opportunity to collect two free vouchers for free tipping at the Kirkland Lake Landfill on an annual basis.
2. Each voucher is valid for up to 2.0 cubic metre loads of waste (one truckload). All loads that exceed this amount will be charged the associated User Fee.
3. Voucher can be used at any point throughout the calendar year.
4. Vouchers can be picked up at any designated municipal offices, including:
  - a. Town Hall;
  - b. Public Works; and
  - c. Community Complex.
5. When picking up free tipping fee vouchers, staff will require a copy of tax bill and/or letter of authorization from taxpayer/landlord (Attachment 1).

### Spring Clean Up

To encourage clean up of properties once the snow melts, the By-law Enforcement Officer will have the ability to deliver additional free tipping vouchers to residential



properties that are out of compliance with the Community Standards By-law 17-005, on a case-by-case basis. These vouchers may be issued directly to tenants instead of property owners. These vouchers will have an expiry of one month from date of issue.

### General Regulations

1. Residents are expected to participate in the segregation of waste.
2. Residents are encouraged to take advantage of the recycling program.

Questions regarding the Town's Free Tipping Fee Voucher Program can be directed to the Development Services at [richard.charbonneau@tkl.ca](mailto:richard.charbonneau@tkl.ca) or by phone at 705-567-9365.

### Template of Voucher

 <b>KIRKLAND LAKE</b> THE RIGHT ENVIRONMENT	Property Address: _____
	Property Owner: _____
<b>Landfill Free Tipping Fee Voucher</b> No. 0000001	Applicant: _____
Date of Issue: _____	<b>Voucher valid for 2.0 cubic metres at Kirkland Lake Landfill. All waste above this amount is to be charged as per User Fees By-law.</b>
Date of Expiry: _____	<b>Please present voucher to Attendant at the gate.</b>



## Owner Authorization

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

As the Property Owner, I confirm that I have read the Program Guidelines and understand that I am only eligible for two free tipping fee vouchers, up to 2.0 cubic metres each, on an annual basis. I authorize the issuance of:

One  Two

to \_\_\_\_\_, tenant of \_\_\_\_\_.

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

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

# Sutherlands

Sutherland Printing Limited

t 705.567.5055 toll-free 855.567.5055 f 705.567.4111  
25 Government Road East, Kirkland Lake, ON P2N 1A1

## Quote

Quote #	Date
2873	Jul 22 2020
Customer #1453	

Town of Kirkland Lake  
Department of Physical Services  
1 Dunfield Road  
PO Box 1757  
Kirkland Lake, ON, Canada  
P2N 3P4

Ship To:  
Department of Physical Services  
1 Dunfield Road  
PO Box 1757  
Kirkland Lake, ON, Canada  
P2N 3P4

Terms	Contact	Phone	Fax	P/O#	Sales Rep
Net 30 Days	Louise Trottier	(705) 567-9365	226 (705) 567-9400		Denis Roy

Qty	Job Description	Graphic Hours	Price
100	Landfill Voucher Books 8.5"x3.625", 3 Part Carbonless Form, Numbered and booked in sets of 50 at finished size.		\$898.82

Price Total	\$898.82
Subtotal	\$898.82
Ontario - HST	\$116.85
<b>Total</b>	<b>\$1015.67</b>

HST # 839938115



# REPORT TO COUNCIL

Meeting Date: 8/11/2020	Report Number: 2020-DEV-037
Presented by: Ashley Bilodeau	Department: Development Services

## REPORT TITLE

Award RFQ-552-20: Supply and Install Monitoring Wells in the Landfill Attenuation Zone

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-037 entitled “**Award RFQ-552-20: Supply and Install Monitoring Wells in the Landfill Attenuation Zone**” be received,

**THAT** hereby awards the RFQ to supply and install monitoring wells in the landfill attenuation zone to DST Consulting Engineers Inc. at a cost of \$33,125.00, plus HST, and

**THAT** staff be directed to present a by-law to Council to authorize the execution of an agreement with DST Consulting Engineers Inc. to supply and install monitoring wells in the landfill attenuation zone at a cost not to exceed \$37,431.25, including HST.

## BACKGROUND

In accordance with the regulatory context of the Landfill Environmental Compliance Approval, the Town is required to install four leachate monitoring wells in the attenuation zone before the end of 2020. Staff prepared and released a Request for Quote (RFQ) to supply and install monitoring wells in the Landfill Attenuation Zone. Five submissions were received and evaluated.

## RATIONALE

Staff reviewed and evaluated the submissions. The evaluation team consisted of Richard Charbonneau, Waste Management Manager, Jenna McNaughton, Recycling Coordinator/Information Manager and Ashley Bilodeau, Director of Development

Services. The evaluation team recommends that Council award the supply and installation of the landfill monitoring wells to DST Consulting Engineers Inc. All submissions are attached to this report.

## **OTHER ALTERNATIVES CONSIDERED**

No other alternatives were considered. Staff are confident that the recommendation of DST Consulting Engineers Inc. is appropriate.

## **FINANCIAL CONSIDERATIONS**

DST Consulting Engineers Inc. has quoted a price of \$33,125.00, plus HST. There is a budget of \$50,000 available in the 2020 Approved Municipal Budget for this project. Quoted prices from other bidders:

<b>Company</b>	<b>Quoted Price</b>
Steve's Equipment Services Inc.	\$101,332.00
Blue Metric Environmental	\$67,390.00
Wood Environment and Infrastructure Solutions	\$51,634.00
Orbit Garant Drilling	\$54,650.00

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

The Town of Kirkland Lake has identified sustainable service delivery of core services as a strategic priority. The installation of monitoring wells will maintain compliance with the Environmental Compliance Approval issued by the Ministry of Environment, Climate and Parks.

## **ACCESSIBILITY CONSIDERATIONS**

Not applicable.

## **CONSULTATIONS**

Richard Charbonneau, Waste Management Manager  
Jenna McNaughton, Recycling Coordinator/Information Manager

## **ATTACHMENTS**

Attachment 1 – RFQ-552-20  
Attachment 2 – Quote Submissions

**BACK TO  
TOP**



## Supply and Install Leachate Monitoring Wells in the Landfill Attenuation Zone

*Town of Kirkland Lake*

**Type of Document:**  
**Request for Quotation**

**RFQ Number:**  
RFQ-552-20

**The Corporation of the Town of Kirkland Lake:**  
P.O. Box 1757, 3 Kirkland Street  
Kirkland Lake, Ontario  
P2N 3P4

**Closing Date and Time:**  
2020-07-28; 2:00 PM

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## 1. Introduction

The Town of Kirkland Lake invites qualified consultants to provide Quotations for the professional supply and installation of four (4) Leachate Monitoring Wells in the Contaminated Attenuation Zone (CAZ) at the Kirkland Lake Landfill Site. The project consists of the installation of two (2) new monitoring wells and two (2) replacement monitoring wells.

### 1.1 Background

The Town of Kirkland Lake a single-tier municipality located in the District of Timiskaming, approximately 2.5 hours north of North Bay, and approximately 20 minutes off Trans-Canada Highway 11 along Trans-Canada Highway 66. The municipality comprises the townships of Teck, Bernhardt and Morrissette. The population totals approximately 8,000.

The Kirkland Lake Landfill Site is located approximately 12 kilometers east of the Town of Kirkland Lake. The Town has utilized the landfill site continuously for its municipal solid waste disposal needs since 1976. The landfill site covers an area of 48.9 hectares and the waste fill area covers 26.3 hectares. The landfill site is situated within overburden consisting of sand with increasing silt content and schist bedrock at a depth approximately 73.0 metres below ground surface. Ground water elevations are within historic elevation ranges with depths to the static water level ranging from 4.9 metres to greater than 20.0 metres below ground surface. The saturated sand functions as an unconfined aquifer. Ground water movement is interpreted to be dominantly easterly beneath the site, at an average rate of approximately 0.3 m/year.

### 1.2 Objectives

The Town of Kirkland Lake invites Quotations from consultants for the supply and installation of four (4) groundwater leachate monitoring wells in the Contaminated Attenuation Zone (CAZ) at the Kirkland Lake Landfill. The scope of the project is as follows:

1. Abandonment of damaged Monitoring Well BH8, which was plugged with a sampling pump, and replacement with new Monitoring Well BH8-R. A well depth of 35.0 metres is predicted.



2. Abandonment of damaged Monitoring Well BH1 and replacement with new Monitoring Well BH1-R. A well depth of 35.0 metres is predicted.
3. Installation of new Monitoring Wells BH9 and BH10 near the down gradient limits of the CAZ. Well depths of 35.0 metres are predicted. The successful bidder will be responsible for identifying the appropriate location for each new monitoring well within the CAZ; as per Schedule "D".
4. The installation and replacement shall be supervised by a professional engineer or hydrologist.

All monitoring wells shall:

- Be ready for purging and sampling as part of the next groundwater monitoring event.
- Have an elevation survey conducted, for incorporation into the groundwater monitoring program.
- Have a borehole log with monitoring details for each new well.
- At surface, have a lockable metal casing extending 1.5 metres long around PVC pipe and extending 0.75 metres below ground surface into the borehole for protective measures.
- provide appropriate PVC piping, screening, casings, gravel packing and bentonite sealing to ground surface.

The above must be in accordance with the Ontario Water Resources Act (1990), the Ministry of Environment Conservation and Parks, the Environment Protection Act, the Landfill site E.C.A., the Landfill Design and Operation Plan and all applicable Laws, Statutes and Regulations thereto.

The Consultant shall identify any permit(s) and or licensing requirements that will be required for the project and will be responsible for submitting same to the appropriate ministries and agencies, on behalf of the Town.

### 1.3 Quote Content

In order to maintain uniformity with all Quotations submitted, it is requested that the consultant's Quotation include the following minimum information:

1. **Scope of Services** – Quotes must address all items set forth in the objectives section of this RFQ. Additional information which, in your opinion, should be included, must be clearly identified.
2. **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 Quote closing time.
3. **Previous Relevant Projects and References** – list similar services performed for all similar organizations/entities in the last five years and when performed. Show names of organizations and telephone numbers of person who can be contacted with regard to the services you have provided.

#### 1.4 Evaluation

Quotations will be reviewed by Town staff. The Quotations will be evaluated according to the following criteria:

1. Cost (within allocated budget)
2. Project Approach
3. Project Controls
4. Client References – provide at least three (3) current references.

Awarding will be in accordance with the provisions of the Town’s Procurement Policy. The Quotation may be reviewed individually by staff members and may be reviewed through an ad hoc committee to assist in the selection process based on best value.

## 2. Terms and Conditions

The Quotation instructions provided shall be strictly adhered to by the Consultants submitting in response to this request for Quotations. The Town of Kirkland Lake reserves the right to disqualify any Quotations that do not comply with the Quote submission requirements provided herein.

## 2.1 Project Timelines

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

Issue RFQ	June 22, 2020
Deadline for Questions concerning the RFQ	July 8, 2020
Response to RFQ Questions	July 15, 2020
<b>Quote Submission Deadline 2:00 pm EDT</b>	July 28, 2020
Notification to successful Consultant	August 12, 2020

## 2.2 Communications

Consultants submitting a Quotation 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:

Richard Charbonneau, Landfill and Airport Manager  
P.O. Bag 1757, 3 Kirkland Street  
Kirkland Lake, Ontario  
P2N 3P4  
Email: [richard.charbonneau@tkl.ca](mailto:richard.charbonneau@tkl.ca)

The Town of Kirkland Lake is not obligated to provide additional information to Consultants, 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 Quotation document. Further, Consultant's shall undertake their own investigations and make their own determinations as to the additional information necessary to respond to this RFQ. Consultants submitting a quote in response to this RFQ agree that the contents of the RFQ shall form part of their quote.

## 2.3 Quotation Submission Format

To receive consideration, please e-mail Quotation package to the Clerk, Ms. Meagan Elliott, at [meagan.elliott@tkl.ca](mailto:meagan.elliott@tkl.ca) with the subject line:

**QUOTE SUBMISSION: Supply and Install Landfill Leachate Monitoring Wells**

The Quotation package can also be mailed directly to the Clerk at:

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

**Quotes must be received at the above noted address no later than 2:00 PM EDT, on July 28, 2020. Quotations received after this time will be returned unopened, and faxed or emailed submissions will not be accepted.**

A public opening of the Quotes will take place via zoom on the same day at 2:00 p.m. on July 28, 2020. Please contact Meagan Elliott for a link to the meeting.

#### 2.4 Quote Withdrawal or Amendment

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

#### 2.5 Period of Validity & Clarification

Quotations 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 Consultants shall be deemed to form part of the Quotations submitted by the Consultant.

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

The Town of Kirkland Lake will endeavour to select a proponent within ten (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 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 written consent of the Town. The agreement will also contain provisions requiring the proponent to comply with all 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 proponent by the Town of Kirkland Lake is final and binding, and at the sole discretion of the Town.

The submission of Quotations does not obligate the Town to accept a Quotation 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 and may elect not to accept any or all Quotations for any reason or to cancel the acquisition without any obligation whatsoever to Bidders.

## 2.7 Restrictions on Communications

Consultants 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. Consultants who violate this clause may be subject to disqualification at the sole discretion of the Town of Kirkland Lake.

Consultants participating in this RFP, shall treat all information regarding the RFP 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. Consultants 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 Consultants 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 consultant 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 Consultant.
- Confirm with the consultant, a third party or references (whether provided in the quote or not) confirmation of any information provided by the Consultant 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 consultant submitting a quote in response to this RFQ.

- Reject any or all quotes submitted in response to this RFP at its sole discretion.
- Select any consultant whose quote is not the lowest cost to the Town.
- Disqualify any consultant whose actions or quote violates terms and conditions stated within this RFQ.

The Town of Kirkland Lake will not be held responsible for Consultant 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

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

### 4. Insurance Requirements

The Consultant 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 Consultant.

The Consultant 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 Consultant, 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 Consultant shall carry Professional Liability Insurance with coverage of at least **Five Million Dollars (\$5,000,000) per claim.**

The Consultant 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" – Quotation Submission Forms

### 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	LUMP SUM
1	Full Project, as defined in the "Objectives" of this RFQ.	
	<b>Total Project</b>	
<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 30 (thirty) days from submission date.

The specifications have been read over and agreed to this \_\_\_\_ day of 2020.

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

**Page 2 of 5 to be submitted**

**Non-Collusion Affidavit**

I/ We \_\_\_\_\_ the undersigned, am fully informed respecting the preparation and contents of the attached Proposal 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 \_\_\_\_\_, 2020

Name \_\_\_\_\_

Signed \_\_\_\_\_

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

Title \_\_\_\_\_

**Page 3 of 5 to be submitted**



### 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 \_\_\_\_\_, 2020.

Name \_\_\_\_\_ Signature \_\_\_\_\_

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

**Page 4 of 5 to be submitted**



**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/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html).

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

**Page 5 of 5 to be submitted**



## Schedule “B” - Performance Evaluation

(for Town-Use only)

Contract Description	
Town Contact/Division	
Vendor’s Name	Vendor’s Representative
Address	Telephone/E-Mail
Awarded Contracted Value	Actual Contracted Value
Scheduled Start Date	Scheduled Completion Date
Actual Start Date	Actual Completion Date

### Performance Rating

<b>O</b> - Outstanding <b>G</b> - Good <b>F</b> - Fair <b>P</b> - Poor	Rate	Comments
1. Quality of Work Performed		
2. Ability of Employees Used for Work		
3. Scheduling and Coordination		
4. Availability of Equipment and Employees		
5. Equipment/Procurement & Delivery		
6. Condition and Suitability of Equipment		
7. Cooperation of Municipality and Employees		
8. Cooperation with Outside Agencies		
9. Conformity to Pertinent Acts and Regulations		
10. Safety (Overall)		
11. Quality of Supervision		
12. General Housekeeping		
13. Responses to Unplanned Changes		
Causes for Delays (if any)		
Liquidated Damages (itemize)		

Future Recommendations	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments	

## Schedule "C" - General Terms and Conditions of Agreement

### 1. General Description

The Town of Kirkland Lake seeks the services of a qualified consultant to provide Quotations for professional supply and installation of four (4) Leachate Monitoring Wells in the Contaminated Attenuation Zone at the Kirkland Lake Landfill Site. The project includes the installation of two (2) new monitoring wells and the replacement of two (2) existing monitoring wells.

### 2. Clarification

It is the Proponent's responsibility to clarify any details in question before submitting a Quote. 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 Quote 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 Quote should be submitted, in detail to: Richard Charbonneau, 1 Dunfield Road, (705) 567-9365 Ext. 328 or [richard.charbonneau@tkl.ca](mailto:richard.charbonneau@tkl.ca) prior to June 30, 2020. No allowance for questions will be made after this date.

### 3. Acceptance or Rejection of Quotes

The submission of Quotes does not obligate the Town to accept any Quote 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 Quote 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 Quotes for reasonable cause and to accept any Quote if considered in the best interest of the Town. The lowest or any quote not necessarily accepted.



Should the Town not receive any Quotes 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.

Quotes 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 Quote 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 Quote, 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 Quote 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 RFQ 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 Quote is conditional upon the Successful Proponent entering into an Agreement to supply the goods and/or services as required by this Quote, 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 Quote in whole or in part to any other Proponent, without any liability to the Successful Proponent, or to cancel this Quote in its entirety.

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's Quote and any subsequent negotiation, within fifteen (15) 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 Quotes.

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

#### 5. Quote

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

Line items and/or total quote price must be clearly indicated. The Quote must not be restricted by a statement added to the Quote form or by a covering letter, or by alterations

to the Quote 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 Quote must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm submitting the quote. If a joint Quote 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 Quote.

#### 6. Original Quote Documents

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

Quotes 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 Quotes Exceed Approved Budget

In the event that any or all Quotes 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/quote 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 Quote, agrees that it will not claim damages, by any means, in respect to any matter relating to the Quote, the Bidding and evaluation process or any subsequent procurement process, if any, resulting from this quote.

## 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 Quote 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 Quote, 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 Quote, 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 Quote 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 Quote 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 Quote 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 Quote 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 RFP 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, consultant 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 3, 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 Quote. 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 Quote should be clearly identified



## 22. Failure to Comply with all Quote Terms

Failure to comply with all terms, specifications, requirements, conditions and general provisions of this Quote, 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 Quote. 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. Invoices to occur on a quarterly basis. 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 Quote, 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. Quote Preparation Costs

All costs and expenses incurred by the proponent relating to its quote 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 Quotes or the cancellation of this RFP.

**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, Quote 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 Quote.

**28. Adherence to Requirements**

The Proponent is requested to adhere strictly to all requirements and complete all sections of this Quote 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 Quotes

Companies will be permitted to withdraw their Quote, 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 Quotes.

### 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.

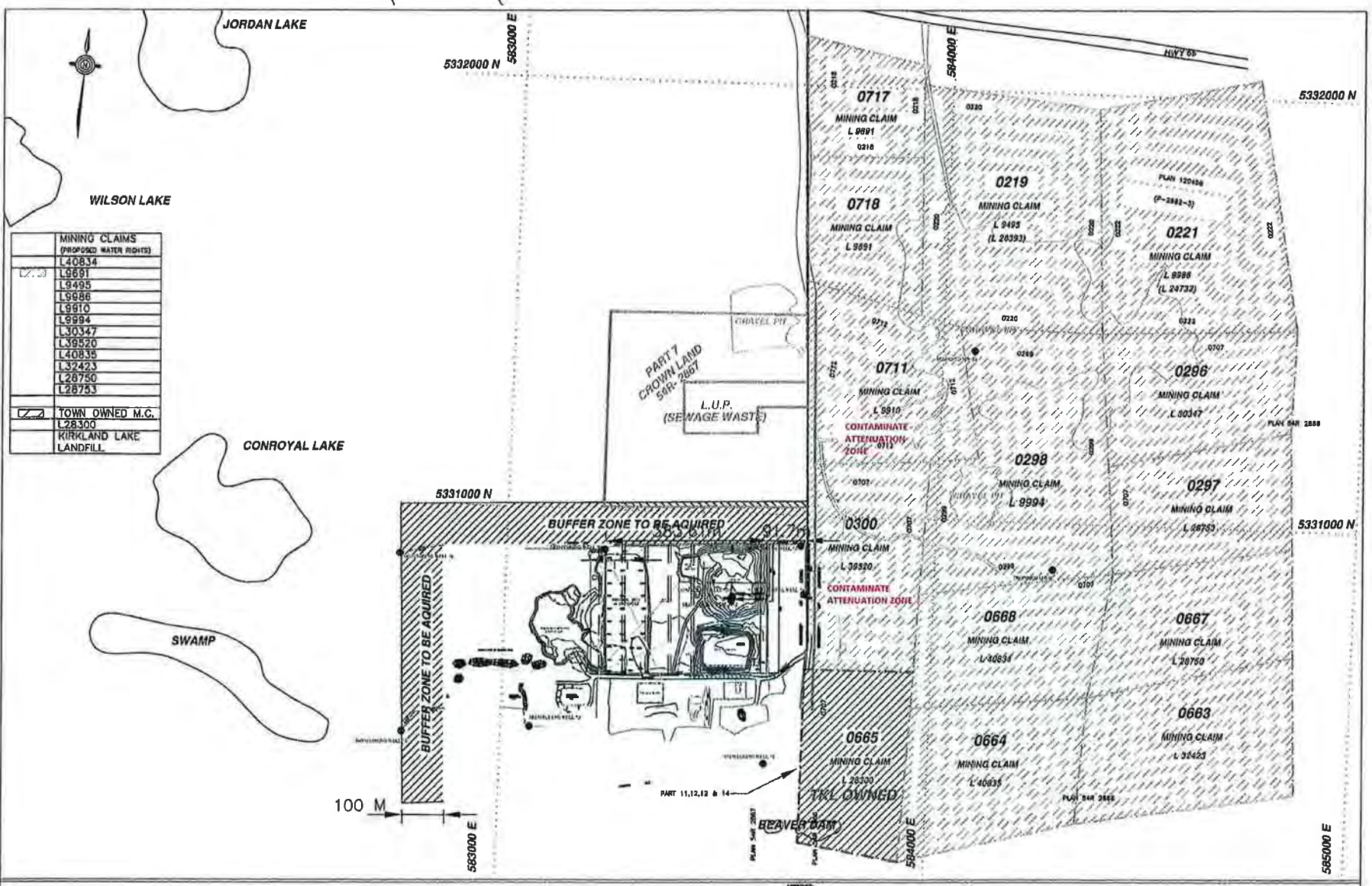
### 33. Conflict Resolution

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 or 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"

### Landfill Site Map



MINING CLAIMS (PROPOSED WATER RIGHTS)	
✓	L 40834
✓	L 9591
✓	L 9495
✓	L 9586
✓	L 9510
✓	L 9594
✓	L 30347
✓	L 39520
✓	L 40835
✓	L 32423
✓	L 28750
✓	L 28753

TOWN OWNED M.C.	
✓	L 28300
✓	KIRKLAND LAKE LANDFILL

NOTED: \_\_\_\_\_

BOUND MARKS: \_\_\_\_\_

APPROVED: \_\_\_\_\_

EXISTING TOPOGRAPHY OF DISPOSAL CELL IN PROPOSED AND PROPOSED NEW CELL AREA

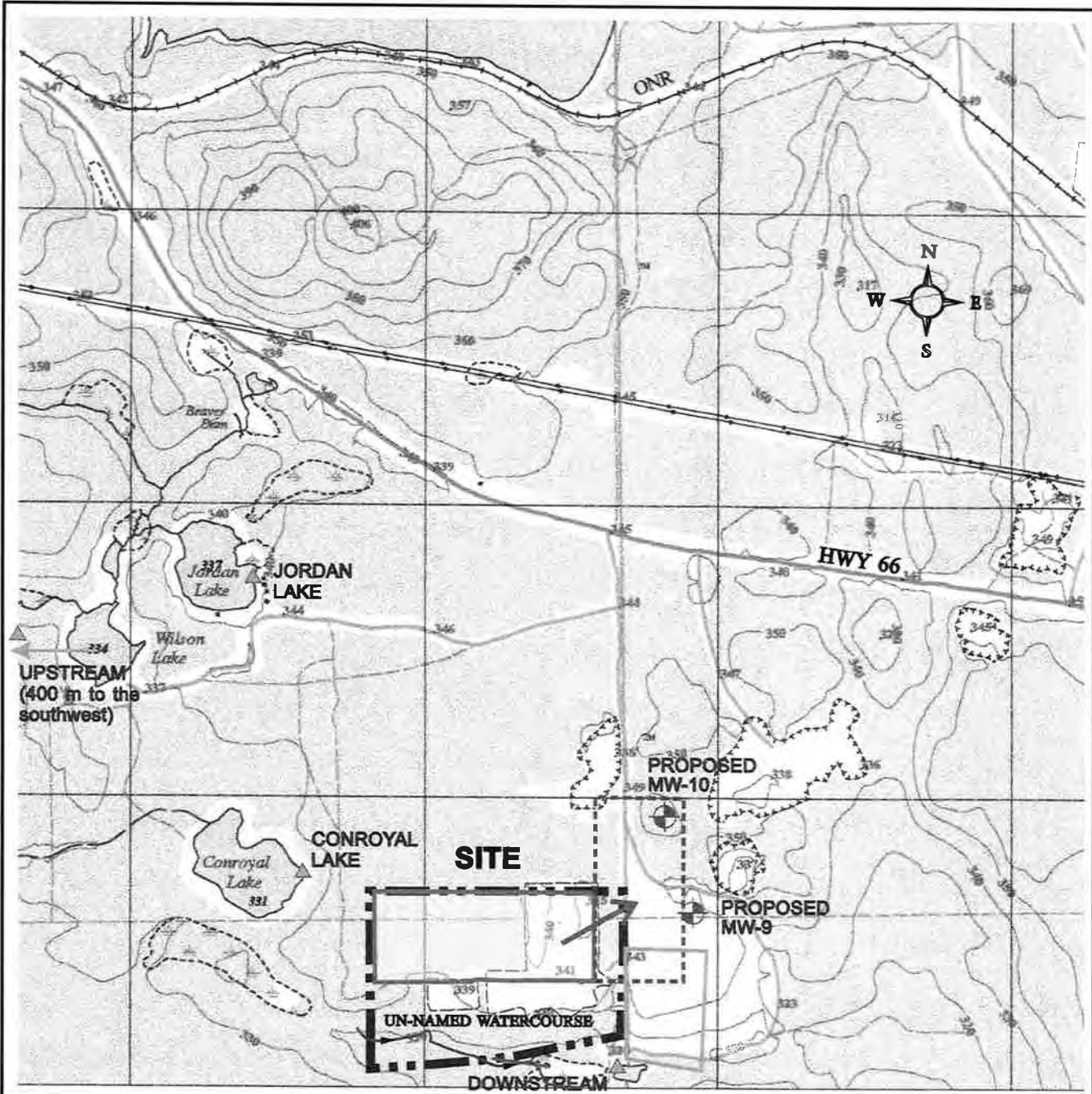
**KIRKLAND LAKE LANDFILL SITE**  
**FEBRUARY 2012**

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE  
DISTRICT OF TEMISKAMINGO ONTARIO

SCALE: HORIZONTAL: \_\_\_\_\_ VERTICAL: \_\_\_\_\_ DATE: \_\_\_\_\_

DRAWN BY: \_\_\_\_\_ FIELD BOOK: \_\_\_\_\_ SHEET NO.: \_\_\_\_\_





**LEGEND**

- PROPERTY BOUNDARY
- APPROXIMATE APPROVED WASTE FILL AREA
- PARCEL OWNED BY TOWN (FOR PROPOSED CONTAMINANT ATTENUATION ZONE)
- MW-9** RECOMMENDED MONITOR AND DESIGNATION
- POSSIBLE CONTAMINANT ATTENUATION ZONE
- APPROXIMATE DIRECTION OF GROUNDWATER MOVEMENT
- POSTED ELEVATIONS IN METRES ABOVE SEA LEVEL
- AGGREGATE PIT BOUNDARY
- APPROXIMATE LOCATION AND DESIGNATION OF SURFACE WATER MONITORING STATIONS

MAP SOURCE: ONTARIO BASE MAPPING.

## LANDFILL VICINITY MAP

DESIGN AND OPERATIONS PLAN  
 KIRKLAND LAKE LANDFILL SITE  
 For the Corporation of the Town of Kirkland Lake

DATE: OCTOBER 2009      SCALE: 1:20000

PROJECT: 0-001211.10      REF. NO.: 0-00121110F3-LM

**JAGGER HIMS LIMITED**  
 Environmental Consulting Engineers

A Division of  
**GENIVAR**

FIGURE  
**3**

RC July 27, 2020  
2:00 pm.



2115 Highway 11, RR 1, Sesekinika ON P0K 1S0

July 27<sup>th</sup>, 2020

Dear Mr. Charbonneau,

Please find enclosed tender documents for the Supply and Install Leachate Monitoring Wells in the Landfill Attenuation Zone.

Steve's Equipment Services Inc. specializes in the support of environmental, mining and mineral exploration operations. We have drilled and installed the plastic test pipe required in this tender, in many of this type of well monitoring systems. Most of the testing holes were done for the mining sector and used for monitoring water levels and flows.

Please note that we do not have a specific well drilling license but are qualified and experienced at drilling and installing monitoring wells. For this project, we have partnered with ResEnv Consulting Limited to provide professional engineering services; Jason Balsdon is the Consulting Engineer and has provided reference in attachment.

Health & Safety is our number one priority on all of our projects and we are proud to say we have a "Zero" percent frequency in all levels of safety.

Should you have any questions or if you would like to discuss any aspects of the tender, please feel free to contact me. Thanking you in advance for your consideration, I remain,

Sincerely,

Steve Pullen  
Chief Executive Officer  
Cell 705-642-8140



## Schedule "A" – Quotation Submission Forms

### 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	LUMP SUM
1	Full Project, as defined in the "Objectives" of this RFQ.	101,332.00
		<del>Q</del>
	<b>Total Project</b>	101,332.00
<b>SUB-TOTAL:</b>		101,332.00
<b>HST:</b>		13,173.16
<b>TOTAL</b>		114,505.16

I/We STEVE'S EQUIPMENT SERVICES INC. offer to supply the requirements stated within.

the corresponding total cost of \$ 114,505.16 tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 27<sup>th</sup> day of July 2020.

Company Name <u>STEVE'S EQUIPMENT SERVICES INC.</u>	Contact name (please print) <u>STEVE PULLEN</u>
Mailing Address <u>2115 HWY 11, RR 1 SESEKINIKAI, ON</u>	Title <u>CHIEF EXECUTIVE OFFICER</u>
Postal Code <u>POK 1S0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705-642-8140</u>	Fax
Cell Phone (if applicable)	E-mail <u>Steve.Pullen@SESequipment.com</u>

Non-Collusion Affidavit

I/ We STEVE PULLEN the undersigned, am fully informed respecting the preparation and contents of the attached Proposal 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 SESEKINIKIA this 27<sup>th</sup> day of JULY, 2020

Name STEVE PULLEN

Signed 

Company Name STEVE'S EQUIPMENT SERVICES INC.

Title CHIEF EXECUTIVE OFFICER

Page 3 of 5 to be submitted

**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:

CLAUDETTE PULLEN, CO-OWNER OF STEVE'S EQUIPMENT SERVICES INC. IS CURRENTLY A CONTRACT EMPLOYEE OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE. CLAUDETTE PULLEN'S CONTRACT WILL CEASE ON OR PRIOR AUGUST 13<sup>th</sup>, 2020.

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 SESEKINIKIA this 27<sup>th</sup> day of JULY, 2020.

Name STEVE PULLEN

Signature 

Company Name STEVE'S EQUIPMENT SERVICES INC.

Title CHIEF EXECUTIVE OFFICER.

**Page 4 of 5 to be submitted**

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: STEVE PULLEN Company Name: STEVE'S EQUIPMENT SERVICES INC.

Phone Number: 705-642-8140 Address: 2115 HWY 11, RR 1 SESEKINIKIA ON POKISO

I, STEVE PULLEN, 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, STEVE PULLEN, 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/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html).

Date: July 27<sup>th</sup>, 2020

**Page 5 of 5 to be submitted**

# ResEnv Consulting Limited

July 22, 2020

Mr. Steve Pullen  
Steve's Equipment Services Inc.

Attention: Mr. Steve Pullen  
Owner/ C.E.O.

**Re: Proposal for Professional Engineering Services  
Kirkland Lake Landfill Site RFQ 552-20  
File 13-006-00**

---

Further to our telephone conversations and emails, Resources Environmental Consulting Limited (ResEnv) is pleased to submit this proposal to assist Steve's Equipment Services Inc. in fulfilling the Objectives for the above-noted RFQ for the Kirkland Lake Landfill.

## **A. SCOPE OF SERVICES**

It is understood that Steve's Equipment Services Inc. will be the primary consultant and will be responsible for the requirements identified in the RFQ, which include the following principal tasks.

- Abandonment of damaged Monitoring Well BH8, which was plugged with a sampling pump, and replacement with new Monitoring Well BH8-R.
- Abandonment of damaged Monitoring Well BH1 and replacement with new Monitoring Well BH1-R.
- Installation of new Monitoring Wells BH9 and BH10 near the down gradient limits of the Contaminant Attenuation Zone (CAZ).
- At surface, have a lockable metal casing extending 1.5 metres long around PVC pipe and extending 0.75 metres below ground surface into the borehole for protective measures.
- Provide appropriate PVC piping, screening, casings, gravel packing and bentonite sealing to ground surface.
- Complete the well abandonment and installation in accordance with applicable regulations.
- Complete and submit water well records to the Ministry of Environment, Conservation and Parks.
- Project billing.
- Insurance coverage.

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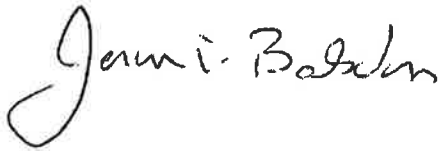
ResEnv Consulting Limited, 14336 County Road 21, Colborne, Ontario K0K 1S0 (905) 836-1119

**D. CONFLICT OF INTEREST**

ResEnv Consulting Limited has no know Conflict of Interest with the undertaking.

Thank you for considering ResEnv for this undertaking. If there are any questions regarding the proposal, please contact us.

Yours truly,  
ResEnv Consulting Limited

A handwritten signature in black ink that reads "Jason T. Balsdon". The signature is written in a cursive, flowing style.

Jason T. Balsdon, M.A.Sc., P.Eng  
Consulting Engineer

# ResEnv Consulting Limited

## PROFESSIONAL AFFILIATIONS

---

Consulting Engineers of Ontario (1996)	CEO
Professional Engineers of Ontario (1989)	PEO

## CAREER

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President, ResEnv Consulting Limited	2013 - Present
Director, Environment, GENIVAR Inc.	2009 - 2013
President, Jagger Hims Limited ( <i>GENIVAR acquisition</i> )	2005 – 2009
Manager, Jagger Hims Limited	1988 - 2005
Consulting Assistant / Research Assistant, University of Windsor	1986 - 1988

## PROFESSIONAL EXPERIENCE

---

### Geotechnical Engineering

Provided project management and peer review for geotechnical assessments of slope stability, retaining wall construction, lagoons, basal stability in deep excavations, input to infrastructure design, foundation suitability, and construction dewatering. Example projects are provided below.

- **Essex-Windsor Regional Landfill Site**, Essex County, ON (1991- 2015): Managed a landfill design and construction project that included a geotechnical evaluation for basal stability, settlement, inward hydraulic gradients, and integrity of a natural low permeable liner, and cell construction. Client: Essex-Windsor Solid Waste Authority.
- **Twin Creeks Landfill Site**, Lambton County, ON (1997-2014): Provided senior expertise on the design and construction of a deep excavation and liner system for a municipal solid waste landfill site. Client: Waste Management of Canada Corporation.
- **Oxford Homes**, Georgina, ON (2001): Completed a hydrogeological and geotechnical investigation for a proposed development of a Greenfield site. Provided geotechnical input to infrastructure design and layout. Client: Oxford Homes.
- **Retaining Walls**, Various Locations, ON (2001-2005): Certification of several retaining wall construction projects in York County. Clients: Various.
- **Everglades Marina**, Georgina, ON (2002): Completed a geotechnical assessment for a development adjacent to Lake Simcoe to address high water table levels and organic soil. Provided geotechnical input to infrastructure design and layout, including the consideration of helical piles for foundation stability. Client: Everglades Marina.
- **Southgate Parcel**, Guelph, ON (2006): Senior technical oversight and peer review was provided for a geotechnical assessment of an undeveloped parcel of land. Included consideration of deep foundation construction and development near sensitive land uses. Client: Ontario Realty Corporation.
- **Southport Development**, ON (2008): Provided peer review services for a condominium group concerned with groundwater dewatering effects from local construction initiatives. Client: Confidential.



# ResEnv Consulting Limited

## Rural Servicing

Rural servicing experience since 1988 has ranged from input to the design of sewage systems and water supply systems to peer review of rural servicing reports on behalf of municipalities. Three examples of external peer review projects are listed below.

- **Vespra County Estates**, Springwater, ON (2001): Provided external peer review hydrogeological expertise for a proposed residential development including wastewater lagoons. Client: County of Simcoe.
- **Blairhampton Development**, Tiny, ON (2001): Provided external peer review hydrogeological expertise for a proposed residential development adjacent to Georgian Bay. Client: County of Simcoe.
- **Peer Review**, Township of Severn, ON (2006-2008): Hydrogeological peer review services were provided to the Township of Severn for the review of several proposed developments. Client: The Corporation of the Township of Severn.

## Waste Management

Experience in the hydrogeological component of waste management has been obtained through academic studies and consulting since 1988. The variety of waste management projects throughout Ontario include waste approvals for application to soil conditioning sites, participation in waste management studies for landfill site selection, and landfill approvals in accordance with the Environmental Assessment Act (EAA) and the Environmental Protection Act (EPA). A select number of projects are summarized below.

- **Essex County Landfill No. 2**, Leamington, ON (1988-2013): Waste management work for a solid municipal waste landfill located with a sand setting involved compliance monitoring, assessment of leachate phytoremediation, approval of a closure plan, landfill remediation, and leachate management. Client: Essex-Windsor Solid Waste Authority.
- **Essex-Windsor Regional Landfill Site**, Essex County, ON (1988-2015): Initially completed compliance monitoring at an existing landfill, then provided hydrogeological and hydrological expertise through a waste management master plan, site selection process, and detailed landfill design. Landfill expansion was approved without the need for a hearing. Work involved on-going compliance monitoring, leachate phytoremediation assessment, input to long-term leachate management, and waste cell construction. Client: Essex-Windsor Solid Waste Authority.
- **Essex County Landfill No. 3**, Lakeshore, ON (1988-2013): Waste management work at a municipal landfill site included compliance monitoring, approval of a landfill closure plan, landfill remediation, and tracer testing to assess the effectiveness of the leachate collector system. Client: Essex-Windsor Solid Waste Authority.
- **Simcoe County Landfills**, Simcoe County, ON (1988-2013): Provided project management and waste management peer review for hydrogeological assessments, compliance monitoring, landfill remediation, leachate management, and related activities at active and closed landfill sites owned by the County of Simcoe. Client: County of Simcoe.
- **Hazardous Waste Facility**, Lambton County, ON (1993-1995): Completed compliance inspections of waste cells and property, and managed detailed hydrogeological investigation and assessment of hazardous landfill site as input to expansion. Client: Laidlaw Environmental Services.
- **Lasalle Road Landfill Site**, Sarnia, ON (1995-2019): Hydrogeological expertise included compliance monitoring, EPA approval for an increase in additional annual waste capacity, approval of the closure plan, and assessment of leachate and industrial liquid phytoremediation program. Client: Waste Management of Canada Corporation.
- **Twin Creeks Landfill Site**, Lambton County, ON (1997-2014): Responsible for detailed hydrogeological and hydrological assessment as input to EA and EPA approval for a landfill expansion in Lambton County. Supplemental work included landfill remediation, leachate management and phytoremediation, input to landfill design, and peer review of landfill expansion construction activities. Client: Waste Management of Canada Corporation.

# ResEnv Consulting Limited

## Groundwater Resources

- **Jackson's Landing**, Georgina, ON (2001-2011): Detailed hydrogeological assessment for a proposed development of a Greenfield site in Georgina Township near Lake Simcoe. Included a detailed subsurface investigation and testing program to maintain protection of the local aquifers and groundwater supplies. Involved expert testimony at the Ontario Municipal Board. Client: Alliance Homes.
- **Steeles Avenue Widening**, Georgina, ON (2016-2018): Completed a hydrogeological assessment and oversight for a dewatering program associated with the installation of three bridges over Six Mile Creek. Client: Municipality of Halton.
- **Greenville Homes**, Georgina, ON (2003-2012): Hydrogeological study for a proposed development of a Greenfield site in Georgina Township near Lake Simcoe. Included a detailed hydrogeological investigation and testing program to maintain protection of the local aquifers and groundwater supplies. Involved preparation for the Ontario Municipal Board, but was resolved prior to a hearing. Client: Greenville Homes.
- **Crates Landing**, Georgina, ON (2005-2008): A detailed hydrogeological assessment and mitigation plan for review by regulators including the Conservation Authority was completed for a proposed development within sensitive lands adjacent to Lake Simcoe. Client: P&B Marketing Ltd.
- **Mademont Investments**, Newmarket, ON (2005-2008): Completed a detailed hydrogeological and hydrological assessment for a proposed development on the Oak Ridges Moraine within the Town of Newmarket. Involved expert testimony at the Ontario Municipal Board. Client: Mademont Investments.
- **Castle Glen Residential Development**, Blue Mountains, ON (2006): Provided expert hydrogeological testimony at the Ontario Municipal Board for a proposed development on the Niagara Escarpment regarding sensitive recharge features and development in an area of shallow overburden over bedrock. Client: Castle Glen Development Corporation.
- **Ballantrae Development**, Ballantrae, ON (2007-2008): A hydrogeological and geotechnical assessment was completed for a Greenfield site to assess available groundwater resources for a communal water supply and to investigate waste water disposal options. Client: iPlan Corp.

## Construction Dewatering

Provided hydrogeological and hydrological expertise for construction dewatering projects within central Ontario, which included preparation of technical support documents and obtaining Permits To Take Water (PTTW). Sample projects are outlined below.

- **Subsurface Infrastructure Dewatering Program**, Whitchurch-Stouffville, ON (1999-2009): Completed a detailed hydrogeological study and obtained approval for a PTTW for construction dewatering for a large residential development near the Town of Whitchurch-Stouffville. Tasks included on-going monitoring and reporting in accordance with the PTTW. Client: Lebovic Enterprises.
- **Crates Landing**, Georgina, ON (2005-2008): Completed a detailed hydrogeological assessment and technical support document for a PTTW for a proposed high-rise development within sensitive lands and peat adjacent to Lake Simcoe. Client: P&B Marketing Ltd.
- **Sanitary Sewer Replacement**, Toronto, ON (2009): A PTTW was obtained for the completion of construction dewatering for a sanitary sewer replacement along St. Clair Avenue. The application provided a technical support document that also addressed the potential for local sources of subsurface contamination and water management requirements. Client: City of Toronto.

## ESA and Site Remediation

Completed and/or peer reviewed over 200 Phase I, II, and III Environmental Site Assessments (ESAs) throughout Ontario for diverse land uses including agricultural, commercial, industrial, parklands, former landfills, community, and environmentally sensitive areas. Contaminants of concern include heavy metals,

## ResEnv Consulting Limited

use of phytoremediation to contain groundwater contamination to the site and to remediate contamination within the soil. Client: Confidential.

- **Radioactive Waste Assessment**, Nipissing, ON (2011): Assessed a radioactive waste disposal area and provided input to follow-up assessments. Client: Ministry of Transportation
- **Peer Review – Diesel Spill Clean-Up**, Kingfisher Lake, ON (2013): Completed a technical peer review of the assessment and remediation program for a 12,000 L diesel spill at a generating station. Client: King Fisher First Nation.
- **Peer Review – Gas Station Remediation Program**, Ottawa, ON (2012): Provided a technical peer review of investigations and remedial programs completed over a 20 year period. Gas station operations and spills resulted in subsurface free product and impacts to soil and groundwater quality. Client: Confidential.

## PUBLICATIONS AND PRESENTATIONS

### Publications

- Balsdon, J.T. and M.G. Sklash, Environmental Isotope and Geochemical Study of Landfill Leachate Migration. In "Symposium on Ground - Water Contamination", Environment Canada, Saskatoon, June 1989.
- Jagger, D.E. and J.T. Balsdon, Landfill Development in the 1990's: A Site Characterization Case History, 48<sup>th</sup> Canadian Geotechnical Conference, Vancouver, British Columbia, September 1995.
- Jagger D.E. and J.T. Balsdon, Twenty-Five Years and Counting, Public Perceptions, Attitudes and Actions: Waste – The Social Context Conference, Edmonton, Alberta, May 2005.



July 28, 2020  
Proposal Number: P05888

Ms. Meagan Elliott  
Corporation of the Town of Kirkland Lake  
P.O. Bag 1757  
3 Kirkland Street  
Kirkland Lake, ON P2N 3P4  
Email: [meagan.elliott@tkl.ca](mailto:meagan.elliott@tkl.ca)

**Re: RFQ-552-20  
Supply and Install Leachate Monitoring Wells in the Landfill Attenuation Zone  
Kirkland Lake Landfill Site. Town of Kirkland Lake, Ontario**

Dear Ms. Elliot:

BluMetric Environmental Inc. (BluMetric™) is pleased to provide the following proposal in response to RFQ-552-20 to Supply and Install Leachate Monitoring Wells in the Landfill Attenuation Zone of the Town of Kirkland Lake Landfill (the Site), located approximately 12 km east of the Town. As required by the RFQ, BluMetric has completed the 'Schedule A- Form of Quotation' and it is included as Attachment A of this proposal.

#### **PROPOSED WORK PLAN**

BluMetric propose the following to satisfy the requirements of RFQ-552-20:

##### **Task 1: Project Planning**

Prior to commencing Site work, BluMetric will review the available information to propose the location of the four new monitoring wells (including the location of those to replace existing monitoring wells that are to be abandoned.) The assumed groundwater flow direction and velocity will be considered in selecting the locations by Professional staff (P.Eng. or P.Geo), familiar with landfill monitoring and leachate migration. Note that this will be completed as a desktop study with site locations to be confirmed on-Site prior to commencing drilling activities. It is assumed that background information (existing borehole logs, monitoring reports, etc.) will be provided to BluMetric to facilitate the completion of a desktop study.



Tel. 705-525-6075  
Fax. 705-525-6077

BluMetric Environmental Inc.  
102-957 Cambrian Heights Drive, Sudbury, Ontario, Canada P3C 5S5

[www.blumetric.ca](http://www.blumetric.ca)

Likewise, prior to commencing sitework, BluMetric will prepare a Site-Specific Health and Safety Plan. In light of the global Covid-19 pandemic, BluMetric has developed a risk mitigation assessment for all on-Site work, and this will be completed prior to visiting Site to ensure that mitigation measures are in place where warranted.

### **Task 2: Drilling of Four New Monitoring Wells and Abandonment of Two Existing Monitoring Wells**

Prior to drilling, public (Ontario One Call) and private utility locates will be completed in the immediate vicinity of each drilling location. The final locations for the new wells will be confirmed between BluMetric field staff and a licensed P.Eng. and/or P.Geo., located off-site. It is assumed that proposed well abandonment and drilling locations will be accessible by a track mounted drilling rig.

BluMetric proposes to retain licensed well drillers, Marathon Underground Constructors Corporation of Sudbury, Ontario to complete the following tasks outlined in RFQ-552-20:

1. Abandonment of damaged Monitoring Well BH8, which was plugged with a sampling pump, and replacement with new Monitoring Well BH8-R. A well depth of 35.0 metres below ground surface (mbgs) is predicted.
2. Abandonment of damaged Monitoring Well BH1 and replacement with new Monitoring Well BH1-R. A well depth of 35.0 mbgs is predicted.
3. Installation of new Monitoring Wells BH9 and BH10 near the down gradient limits of the CAZ. Well depths of 35.0 mbgs are predicted.

The wells will be installed in boreholes drilled using a hollow stem auger drill rig. Soil samples will be collected throughout each borehole for stratigraphic logging purposes. Note that no soil samples will be collected for laboratory chemical analysis, however soil samples will be inspected for visual and olfactory signs of potential environmental impacts. Likewise, soil samples will be screened in the field using handheld instruments for a relative assessment of combustible hydrocarbon content. Each borehole will be completed as a monitoring well using all new 2" schedule 40 PVC well riser and well screen, completed at surface with a lockable metal casing (1.5 m long that extends to 0.75m below ground surface). The wells will be constructed with appropriate gravel packing and bentonite seal to ground surface. The contractor will provide a Well Record in accordance with O.Reg. 903 for the abandonment of the 2 existing wells and the installation of the 4 new wells upon completion of the work. BluMetric will supervise all drilling activities and log subsurface conditions during well installation.

Based on RFQ-552-20, it is predicted that well will be installed to approximately 35.0 mbgs and bedrock will not be encountered until 73.0 mbgs. As such, it is assumed that no rock coring will be required.

It is assumed that all drill cuttings and purge water can be left on Site.

### **Task 3: Elevation Survey and Well Development**

BluMetric will complete an elevation survey at each newly constructed well with respect to known survey points, such that the new wells can be incorporated in the Site's monitoring program. It is assumed that the Town can provide a survey elevation/ location point for reference.

BluMetric will instrument all monitoring wells with high density polyethylene tubing with a Waterra© footvalve for purging and sampling purposes. BluMetric will develop the monitoring wells by purging a minimum of four well volumes or purged dry 3 times, such that each well is ready for sampling by the Town as part of the next groundwater event.

It is assumed that all purge water can be left on Site.

### **Task 4: Reporting**

A letter report will be prepared summarizing the drilling activities and will include the following:

1. Borehole Logs for each of the newly installed wells; and
2. Well Records for the two abandoned wells and four installed wells.

### **Task 5: Project Management**

BluMetric's project manager will coordinate the progress of the project, monitor the quality of the deliverables and control the project budget. This will be achieved by regularly communicating with team members, verifying budget reports using financial software, and ensuring senior review of all data and documentation, in order to assure the quality of project submissions. Establishing clear, professional and courteous lines of communication is an essential component of BluMetric's project management approach.

## **PREVIOUS RELEVANT PROJECTS AND REFERENCES**

The following table details similar projects completed by BluMetric for similar organizations/entities in the last **five years**, with the contact information for each reference:

**Table 1: References**

<b>Project Title, Type of Work</b>	<b>Client</b>	<b>Contact Information</b>
Environmental Monitoring and Reporting, including Well Installation/ Repair	City of Stratford	Ed Dujlovic, Director of Infrastructure and Development Services Phone: (519) 271-0250 Email: <a href="mailto:EDujlovic@stratford.ca">EDujlovic@stratford.ca</a>
Environmental Monitoring and Reporting, including Well Installation/ Repair	The Municipality of West Elgin	Lee Gosnell, CRS – Public Works Manager, Phone: (519) 785-0560 Email: <a href="mailto:roads@westelgin.net">roads@westelgin.net</a>
Environmental Monitoring and Reporting, including Well Installation/ Repair	The Municipality of Hastings Highland	Adrian Tomasini Phone: (613) 338-2811 ext. 288 Email: <a href="mailto:atomasini@hastingshighlands.ca">atomasini@hastingshighlands.ca</a>
Environmental Monitoring and Reporting, including Well Installation/ Repair	The Municipality of Tweed	Allan Broek Phone: 613-478-2535 Email: <a href="mailto:pubwks@twp.tweed.on.ca">pubwks@twp.tweed.on.ca</a>
Environmental Monitoring and Reporting, including Well Installation/ Repair	The City of Belleville	Cameron Smith Environmental Project Manager Phone: 613-967-3200 x2284 Email: <a href="mailto:csmith@belleville.ca">csmith@belleville.ca</a>
Environmental Monitoring and Reporting, including Well Installation/ Repair	The Municipality of North Grenville	Eric Sly Engineering Coordinator Phone: 613-258-9569 x279 Email: <a href="mailto:esly@northgrenville.on.ca">esly@northgrenville.on.ca</a>
Environmental Monitoring and Reporting	Augusta Township	Brad Thacke - Public Works Manager Phone: 613-348-3455 Ext.202 Email: <a href="mailto:Bthake@augusta.ca">Bthake@augusta.ca</a>

**INSURANCE**

BluMetric has comprehensive insurance coverage through Rhodes and Williams Limited Insurance and the Workplace Safety and Insurance Board (WSIB). Confirmation of our insurance coverage will be provided if this proposal is accepted. BluMetric is in good standing with the WSIB and a valid WSIB clearance certificate can be provided upon contract award.

**COST ESTIMATE**

This work will be completed on a time and expense basis and an estimate to complete this work is outlined in Table 1. The estimate represents an approximate cost based on limited information available.

**Table 2: Cost Estimate**

Description	Professional Fees	Expenses	Subcontractor Costs	Totals
Task 1: Project Planning including Assessment of Well Location, Contractor Administration, and Health and Safety Plan Development	\$2,555	--	--	\$2,555
Task 2: Installation of 4 New Monitoring Wells and Abandonment of 2 Existing Monitoring Wells	\$10,870	\$6,470	\$41,865	\$59,205
Task 3: Survey and Develop Monitoring Wells	\$2,250	--	\$-	\$2,250
Task 4: Summary Letter (including Borehole Logs and Well Records)	\$1,930	\$100	--	\$2,030
Task 5: Project Management	\$1,350	--	--	\$1,350
<b>Sub Total</b>	<b>\$18,955</b>	<b>\$6,570</b>	<b>\$41,865</b>	<b>\$67,390</b>
			<b>HST</b>	<b>\$8,760</b>
			<b>Total</b>	<b>\$76,150</b>

All expenses will be charged at a cost recovery rate plus 10%.

**SCHEDULE**

BluMetric is prepared to begin immediately upon receipt of the signed authorization sheet attached to this proposal (see Attachment B).

**CONFIDENTIALITY**

All information, data, material, etc. gathered as a part of this study shall be treated as confidential and shall only be discussed with Town of Kirkland Lake. unless otherwise directed. All queries on the project from the public, news media, etc. will be referred to Town of Kirkland Lake. No contacts will be made to any third party without the full knowledge and approval of Town of Kirkland Lake.

The contents of this proposal are considered Confidential Information, and as such are to be kept strictly confidential and shall not be disclosed in any form whatsoever to any other person, entity or Corporation, without the prior express written permission of BluMetric Environmental Inc.

The addressee further agrees that they shall make no reproductions, copies or other facsimiles of said information, except as required for their own internal use, without the prior written permission of BluMetric Environmental Inc.



## CLOSING

This project will be completed in accordance with BluMetric's Standard Terms and Conditions for Consulting Services, a copy of which is attached for your review. If the terms and conditions of this proposal are agreeable to you please return a signed copy of the authorization to our office in order for us to proceed with this work plan. Authorization by Town of Kirkland Lake to proceed with this project constitutes a legal contract between BluMetric Environmental Inc. and Town of Kirkland Lake.

If you have any questions regarding BluMetric's scope of work or costs, please do not hesitate to contact the undersigned.

Sincerely yours,  
**BluMetric Environmental Inc.**



David Peck  
Senior Environmental Technician  
(705) 665-4961



Mathieu Klein, B.Sc., P.Geo.  
Hydrogeologist  
(613) 894-3521



Srana Scholes, P.Eng.  
Senior Environmental Engineer  
(519) 588-3000

Encl.

*Ref: P05888 Kirkland Lake Landfill – Well Installation Proposal July 2020.docx*

**ATTACHMENT A**

Schedule A – Form of Quotation



**Schedule "A" – Quotation Submission Forms**

## 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	LUMP SUM
1	Full Project, as defined in the "Objectives" of this RFQ.	\$67,390
	<b>Total Project</b>	\$76,150
<b>SUB-TOTAL:</b>		\$67,390
<b>HST:</b>		\$8,760
<b>TOTAL</b>		\$76,150

**Page 1 of 5 to be submitted**

I/We BluMetric Environmental Inc. offer to supply the requirements stated within.

the corresponding total cost of \$ 76,150 tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 28 day of 2020.

Company Name BluMetric Environmental Inc.	Contact name (please print) Tim Beckenham  <i>T. Beckenham</i>
Mailing Address Head Office: PO Box 430 - 3108 Carp Road, Ottawa ON	Title Senior Director Operations
Postal Code K0A 1L0	Authorizing signature "I have the authority to bind the company/corporation/partnership."
Telephone Head Office: (613) 839-3053	Fax Head Office: (613) 839-5376
Cell Phone (if applicable) 613-328-7413	E-mail tbeckenham@blumetric.ca

Page 2 of 5 to be submitted

Non-Collusion Affidavit

I/ We BluMetric Environmental Inc. the undersigned, am fully informed respecting the preparation and contents of the attached Proposal 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 Kingston this 28 day of July, 2020

Name Tim Beckenham Signed T. Beckenham

Company Name BluMetric Environmental Inc. Title Senior Director Operations

**Page 3 of 5 to be submitted**

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 Kingston this 28 day of July, 2020.

Name Tim Beckenham

Signature 

Company Name BluMetric Environmental Inc.

Title Senior Director Operations

**Page 4 of 5 to be submitted**

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: Tim Beckenham Company Name: BluMetric Environmental Inc.

Phone Number: Head Office: (613) 839-3053 Address: 3108 Carp Road, Ottawa ON

I, Tim Beckenham, 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, T. Beckenham, 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/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html).

Date: July 28, 2020

**Page 5 of 5 to be submitted**

**ATTACHMENT B**

Project Initiation Form





**PROJECT INITIATION FORM**

FQ-2101 6/18/2016

Proposal Number: P05888 Date (m/d/y): 7/28/2020  
Project Manager: David Peck QMS Applies: Yes  
Project Name: Kirkland Lake-Monitoring Wells  
Project Location: Town of Kirkland Lake  
Project Description: Supply and installation of four groundwater monitoring wells in the Kirkland Lake Landfill.

**COSTS**

Budget - Type: Time and Materials with Cap  
Total Budget - Labour: \$18,955.00 Currency: CAD  
Total Budget - Other Fees: \$48,435.00  
Total Budget (all phases): \$67,390.00  
Retainer: \$0.00 Taxes: Applicable Taxes Excluded

Proposal is valid for 60 days from date of issue

**CLIENT INFORMATION**

Client's Legal Name: The Corporation of the Town of Kirkland Lake  
Client's Operating Name: Town of Kirkland Lake  
(if applicable)  
Client Contact Name: Richard Charbonneau, Landfill and Airport Manager  
Client Contact Telephone: (705) 567-9365  
Client Contact Email: richard.charbonneau@tkl.ca  
Billing Address (in full): P.O. Bag 1757, 3 Kirkland Street, Kirkland Lake, Ontario, P2N 3P4  
Billing Contact Name: Richard Charbonneau, Landfill and Airport Manager  
Billing Contact Telephone: (705) 567-9365  
Billing Contact Email: richard.charbonneau@tkl.ca  
Billing Instructions: \_\_\_\_\_  
Client P.O. Number: \_\_\_\_\_  
Client Authorization: \_\_\_\_\_  
Date (m/d/y) \_\_\_\_\_ Printed name \_\_\_\_\_  
Signature \_\_\_\_\_



## STANDARD TERMS AND CONDITIONS

- 1 **TERMS OF OFFER:** Performance of services by BluMetric Environmental Inc. are subject to the terms and conditions set forth herein. No modification shall be effective unless in writing and signed by an authorized representative of BluMetric.
- 2 **CONSULTING SERVICES:** For work done on a time basis, BluMetric shall be paid for its services on the basis of the number of hours expended by each staff member or independent contractor (excluding for greater certainty any subcontractor referred to in Item 3 below) on the project, multiplied by the applicable hourly fee rate. BluMetric reserves the right to increase or decrease the rates charged to the Client as is necessary to reflect changes in its standard rates. Time spent in travel whether or not during normal business hours will be charged as consulting time. For work of an agreed and defined scope to be done on a fixed fee basis, BluMetric shall be paid the agreed upon amount for its services, in accordance with item 4.
- 3 **OTHER SERVICES AND COSTS:** Other services provided by BluMetric including but not limited to computer time, laboratory and instrument usage, printing, shall be provided at BluMetric's standard commercial rates for such services. Costs incurred for travel and subsistence, and for supplies and services obtained from third parties, including but not limited to telephone charges and subcontractors' services, are billed at BluMetric's cost plus an administrative handling charge of 10%.
- 4 **INVOICING AND PAYMENT:** Invoices shall be rendered monthly or as appropriate and are payable upon receipt. Retainers received on account (if applicable) will be applied to final invoices only. Prior to finalization of BluMetric reports, submissions or other project work, all outstanding, progress invoices must be paid in full.
- 5 **INTEREST:** If payment is not received by BluMetric within thirty (30) calendar days of the invoice date, the Client shall pay as interest an additional charge of 12.32% per annum, being one (1) percent of the PAST DUE amount per month, cumulative. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- 6 **COLLECTION COSTS:** In the event legal action is necessary to enforce the payment provisions of this Agreement, BluMetric shall be entitled to collect from the Client all costs and legal fees incurred by BluMetric in connection therewith.
- 7 **TERMINATION AND SUSPENSION OF SERVICES:** Either party may terminate this Agreement in whole or in part at any time by written notice to the other, such notice is effective upon receipt. In the event of such termination, BluMetric shall be paid in accordance with this agreement for services rendered and expenses incurred or committed to before and including the date of termination. If the Client fails to make payments when due or otherwise is in breach of this Agreement, BluMetric may suspend performance of services upon five (5) calendar days notice to the Client. BluMetric shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.
- 8 **TAXES AND DUTIES:** All sales and usage taxes, customs duties, fees for permits, and similar charges applicable to services provided and intangible items delivered to the Client shall be paid by the Client. Where applicable, sales taxes will apply to all services and disbursements, as defined by current legislation.
- 9 **LIMITED LIABILITY & INDEMNIFICATION:** BluMetric agrees to hold harmless and indemnify the Client from and against liability caused by BluMetric's negligent performance of the services, limited as follows: BluMetric's liability for any claim, whatsoever or howsoever arising, in contract or in tort, related to the services provided under this agreement shall be limited to the lesser of (a) BluMetric's fees for the performance of those services and (b) the extent that such liability is covered by errors and omissions insurance from time to time in effect and which is available to indemnify BluMetric. In any event BluMetric's liability under this agreement shall be limited to the loss or damage directly attributable to the negligent acts or omissions of BluMetric, its directors, officers, servants or agents. In no event shall BluMetric, its directors, officers, servants or agents be liable for loss or damage caused as a result of circumstances beyond BluMetric's control or for loss of earnings or for other consequential damages howsoever caused. The Client in consideration of the provision of the services herein agrees to the limitations of BluMetric's liability aforesaid. The Client shall have no right of set-off against any billings of BluMetric under this agreement to perform services. Any opinion, report, drawing or other document or information provided by BluMetric under this agreement to perform services are for the account of the Client only. Any use which a third party makes of any opinion, report, drawing, or other document or information produced hereunder or any reliance on or any decisions based on such are the sole responsibility of said third party. BluMetric accepts no responsibility for any damage, whatsoever or howsoever caused, suffered by any third party as a result of decisions made or actions based on such opinions, reports, drawings or other documents or information.
- 10 **INSURANCE:** BluMetric, at its expense, carries professional errors and omissions liability insurance to the extent that it deems prudent. BluMetric's errors and omissions policy is available for inspection by the Client upon request. When requested, BluMetric shall supply to the Client a summary of the insurance coverage being maintained, including but not limited to comprehensive general liability, errors and omissions and automobile insurance. If the Client, because of its particular circumstances or otherwise, desires to obtain further insurance to protect it against any risk beyond the coverage provided by such policy, BluMetric shall co-operate with the Client to obtain such insurance at the Client's expense with BluMetric named as a co-insured under the policy or a waiver of subrogation thereunder in favour of BluMetric.
- 11 **CONFIDENTIAL INFORMATION:** BluMetric shall not divulge any confidential information acquired in the course of carrying out the services provided for herein. No such information shall be used by BluMetric without approval in writing from the Client.
- 12 **GOVERNING LAW:** Interpretation and enforcement of this Agreement shall be pursuant to the laws, statutes, and regulations of the Province of Ontario or the Province of Quebec, depending on the location of the BluMetric office from which the project is to be managed. If you are subject to UAV products, by signing this document, you give consent to BluMetric to fly over your property and install temporary ground targets if required. BluMetric complies to all UAV air regulations from Transport Canada and will ensure to have a valid SFOC before the work commences.

Revised 18 June 2016



*BluMetric Environmental Inc.*



Wood Environment & Infrastructure Solutions,  
a Division of Wood Canada Limited  
131 Fielding Road  
Lively, ON P3Y 1L7  
Canada  
T: 705 682 2632

21 July 2020

Wood Proposal No.: **POESAS20007**

The Corporation of the Town of Kirkland Lake  
P.O. Box 1757  
3 Kirkland Street  
Kirkland Lake, Ontario P2N 3P4

**Attn:** Ms. Meagan Elliott, Clerk

**RE: Request for Quotation #RFQ-552-20**  
**Groundwater Monitoring Well Installation Proposal**  
**Kirkland Lake Landfill Site**  
**Kirkland Lake, Ontario**

## 1.0 Introduction

Wood Environment & Infrastructure Solutions, a Division of Wood Canada Limited (Wood), is pleased to provide The Corporation of the Town of Kirkland Lake (the Town) with the following proposal and cost estimate for the above captioned project, in response to Request for Quotation #RFQ-552-20. It is Wood's understanding that the Town requires the decommissioning of two damaged monitoring wells and the installation of four new monitoring wells at the Kirkland Lake Landfill Site.

## 2.0 Proposed methodology

The following methodology is proposed to meet the objectives of the study. Wood will provide project management, supervision, labour, materials, equipment, tools, supplies, disbursements and other incidentals necessary for the performance and completion of all work as described below. Wood will provide an experienced field technologist to supervise the drilling program and report progress and/or problems to the project Hydrogeologist and progress reports to the Town. Wood is prepared to proceed with this work program immediately following authorization from the Town, pending the availability of a drilling subcontractor.

As indicated in the RFQ, two damaged monitoring wells (BH8 and BH1) require decommissioning and reinstallation at the same location. The re-installations will be identified as BH8-R and BH1-R. In addition, two new monitoring wells (BH9 and BH10) are to be installed near the downgradient limits of the Contaminant Attenuation Zone. Specific well installation locations are to be determined following contract award. The installation depths of all four monitoring wells are to be 35 metres (m) below ground surface. Based on the information provided in the RFQ, it is Wood's understanding that this target depth will be sufficient to intersect the water table. Should any additional drilling footage be required, the extra drilling will be considered out of scope and an extra cost will be incurred. It is also Wood's understanding that all drilling will be in overburden (sand with increasing silt, as specified in the RFQ). No bedrock drilling has been included in this cost estimate. Should bedrock drilling be required, an extra cost will be incurred.

The boreholes will be advanced utilizing a standard soils drilling rig equipped with hollow stem augers with split-spoon samples collected at 0.76 m intervals throughout the overburden. For each borehole, the soil profile will be recorded on a preliminary field log, with observations of any evidence of soil contamination (staining or olfactory evidence) being recorded. Following the advancement of the borehole, a monitoring well will be



installed in order to allow for the collection of representative groundwater samples. Each monitoring well will be outfitted with environmental standard 50 mm, schedule 40 PVC casing with a 3 m (10 ft.), #10 slot PVC screen. The screened section will be backfilled with clean sand and completed with a bentonite seal, a bentonite surface seal and a stickup protective casing.

All monitoring wells will be installed in accordance with Ontario Regulation (O. Reg.) 903. In keeping with O. Reg. 903, a copy of the well record will be sent to the Ministry of Conservation and Parks (MECP) and a copy given to the owner. The owner will be responsible for the upkeep of the monitoring wells and/or their decommissioning, should they be later deemed unnecessary.

Following the monitoring well installations, each well will be instrumented with a Waterra tubing and foot valve system, and developed / purged (up to three standing well volumes or to dryness). The Town will be provided with a borehole log for each of the four installations; however, it is Wood's understanding that no additional deliverables are required and no formal report will be prepared.

Wood will retain a subcontractor to complete a survey of the top of pipe and ground surface elevations of each monitoring well. It has been assumed that any costs associated with clearing of trails to create drill rig access will be paid directly by the Town, at no cost to Wood.

### 3.0 Experience

Key attributes of Wood's qualifications to undertake this project are:

- A strong regional presence, with our base of operations in Sudbury for executing this project – we have experienced engineers and hydrogeologists who are intimately familiar with the geology of northern Ontario;
- The expertise of our proposed Project Team, which includes highly experienced and knowledgeable professionals with extensive environmental monitoring experience in northern Ontario;
- Our broad based capabilities and depth of technical and management resources – we are able to staff all aspects of this project using only Wood staff; and,
- Our experience in all aspects of landfill engineering, design, monitoring and closure projects as demonstrated by the listing of current and recent significant projects provided herein along with a list of client references.

#### 3.1 Related previous corporate experience

Wood has been actively involved in landfill management since its inception over 25 years ago, and possesses significant experience in all aspects of landfill engineering, monitoring and closure for both non-hazardous and hazardous waste disposal facilities. Examples of relevant projects being carried out and/or completed by Wood in Ontario, limited to the last five years, include the following:

- Annual groundwater and surface water sampling and regulatory reporting for seven natural attenuation landfill sites and one site containing a leachate control and treatment system in the City of Greater Sudbury, including review of geochemical and flow data, and comparison of geochemical data to Guideline B-7 and

site-specific trigger mechanisms to determine compliance. Scope of work has included various monitoring well installations, decommissionings, well repairs and similar work over the course of the project. 2014-ongoing. Reference: Mr. Aziz Rehman, Manager – Waste Processing and Disposal Services, Environmental Services Division, City of Greater Sudbury, Phone: (705) 674-4455 ext. 4464.

- Annual groundwater and surface water sampling and regulatory reporting for two natural attenuation type landfills in the City of Timmins (German Landfill and Deloro Landfill), including review of geochemical and flow data, and comparison of geochemical data to Guideline B-7 and site-specific trigger mechanisms to determine compliance. Scope of work has included various monitoring well installations, decommissionings, well repairs and similar work over the course of the project. 2003-ongoing. Reference: Ms. Christina Beaton, Environmental Coordinator, City of Timmins, Phone: (705) 360-2600 ext. 5073.
- Annual groundwater sampling and regulatory reporting for a mine facility (Glencore Canada Corporation Tailings Management Area and Active Plant Site at the Kidd Metallurgical Site) with a leachate control and treatment system, including review of geochemical and flow data, and comparison of geochemical data to Guideline B-7. Scope of work has included well inspections during each monitoring event to ensure wells are in compliance with O.Reg. 903. 2016-ongoing. Reference: Mr. David Yaschyshyn, Manager – Environment, Community, Reclamation, Glencore Canada Corporation – Kidd Operations, Timmins, Ontario, Phone (705) 235-8121 ext. 8280.

### 3.2 Project team

#### **Brian Grant, P.Eng.** - *Senior Hydrogeologist/Water Resources Engineer*

As the Senior Hydrogeologist, Mr. Grant will oversee all technical aspects of the project.

Brian is a Hydrogeologist and Water Resources Engineer and has over 30 years of experience in hydrology, hydrogeology and environmental assessment studies in a broad range of market sectors. Project experience focused on mine site hydrogeology studies, groundwater hydraulics, mine water inflow, dewatering assessments, groundwater resource development and protection for municipal and private water supply systems, environmental due diligence assessments, groundwater impact monitoring at landfill and industrial sites. Brian's responsibilities include development of recommendations for property management and regulatory compliance, the specification and design of environmental and hydrogeologic studies, environmental site remediation, design of groundwater resource assessments and senior director of hydrogeology and property audit reports.

#### **Emily Lemieux, B.Sc.** - *Environmental Scientist/Project Manager*

As Project Manager, Ms. Lemieux will maintain liaison with the Town and will be responsible for coordinating the technical aspects of the project.

Emily is a graduate of the University of Alberta, and has 19 years' experience in the environmental field consisting of fisheries and aquatic studies, as well as a variety of environmental permitting and monitoring projects. She has an excellent understanding of landfill and mine site annual monitoring requirements, and has acted as the Environmental Scientist and Project Manager responsible for the completion of many of these projects, including

the production of Annual Monitoring Reports to be submitted to the MECP, for various clients at a number of sites across northern Ontario. She has conducted surface and groundwater sampling following accepted industry-wide environmental sampling protocols, compared analytical results to the applicable MECP standards, and reported findings to both the client and the regulators. Emily has completed biological and hydrogeological evaluations for Permit to Take Water applications for numerous mine and construction sites in northern Ontario. She has also been responsible for various projects requiring liaising with regulators such as Fisheries and Oceans Canada, and has obtained the required advice, authorizations and permits for numerous projects involving in-water work.

**Dominique Courchesne, B.Sc. - Environmental Scientist**

As Field Manager, Ms. Courchesne will be responsible for the completion of all field activities and will complete all technical aspects of the project under the Senior Hydrogeologist.

Dominique is an Environmental Scientist with 5 years of combined experience in the fields of environmental science, consulting, and mining. Demonstrated experience conducting a variety of field programs ranging from species at risk research, to biodiversity surveys, and environmental monitoring. Strong attention to detail, with the ability to compile, analyse and assist in the management of a large dataset to thereafter generate client reports. Since her time as part of the environmental group with Wood Environment & Infrastructure Solutions, she has assisted in projects with a focus on water quality monitoring, biological monitoring, flume calibration, and monitoring well installations.

## 4.0 Costing

The estimated cost for the completion of the two monitoring well decommissionings and four monitoring well installations is presented in the Quotation Submission Forms, attached as Appendix A. The overall cost to complete the required program is estimated to be \$51,634, exclusive of HST. The costs for the work program will be invoiced lump sum upon completion of the program. The overall costs are to represent a maximum upset limit.

As specified in Section 2.0, this cost assumes no more than 35 m of drilling in overburden per borehole; no bedrock drilling has been included in this cost. Any clearing of trees or creation of trails to facilitate drill rig access to any of the four drilling locations will be incurred by the Town at an additional cost.

It should be noted that the costs are based on Wood's current knowledge of Site conditions. Should conditions vary during the course of the investigation, Wood reserves the right to modify this work plan; however, no budgetary changes will be made without written authorization from the client.

The estimate in this proposal will be honoured for a period of 90 days, after which Wood reserves the right to review the costing.

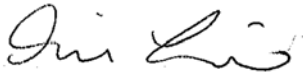
## 5.0 Closure

We thank you for the opportunity to submit this proposal and look forward to assisting the Town with this assignment. We trust the above information is satisfactory. If you have any questions, please do not hesitate to contact the undersigned directly at (705) 682-2632.

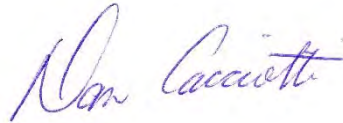
Should Wood be awarded this project, please sign and return (via fax) the attached project authorization in order that we may begin work immediately.

Yours truly,

**Wood Environment & Infrastructure Solutions,  
a Division of Wood Canada Limited**



Emily Lemieux, B.Sc.  
Environmental Scientist



Dan Cacciotti, P.Eng.  
Office Manager

### PROJECT AUTHORIZATION

The cost estimate submitted by Wood, proposal number POESAS20007, for two monitoring well decommissionings and four monitoring well installations at the Kirkland Lake Landfill Site, located in Kirkland Lake, Ontario **(\$51,634** exclusive of HST), is accepted.

- (1) Credit Terms: Net 30 days, 1.5 % per month (18 % per annum) on all overdue invoices.
- (2) Please specify any special billing requirements (i.e., billing address, c/o information, etc.). If not otherwise noted, invoices will be sent to the company listed on our proposal.

I accept the above, and hereby authorize Wood Environment & Infrastructure Solutions to proceed with the work.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company





# **Appendix A**

## **Quotation Submission Forms**

## Schedule "A" – Quotation Submission Forms

### 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	LUMP SUM
1	Full Project, as defined in the "Objectives" of this RFQ.	\$51,634.00
	<b>Total Project</b>	<b>\$51,634.00</b>
<b>SUB-TOTAL:</b>		<b>\$51,634.00</b>
<b>HST:</b>		<b>\$6,712.00</b>
<b>TOTAL</b>		<b>\$58,346.00</b>

**Page 1 of 5 to be submitted**

I/We Dan Cacciotti offer to supply the requirements stated within.

the corresponding total cost of \$ \$58,346.00 tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 21 day of July 2020.

Company Name Wood Environment & Infrastructure, a Division of Wood Canada Limited	Contact name (please print) Dan Cacciotti
Mailing Address 131 Fielding Road Lively, ON	Title Office Manager 
Postal Code P3Y 1L7	Authorizing signature "I have the authority to bind the company/corporation/partnership."
Telephone 705-682-2632	Fax 705-682-2260
Cell Phone (if applicable) 705-690-6318	E-mail dan.cacciotti@woodplc.com

Page 2 of 5 to be submitted

**Non-Collusion Affidavit**

I/ We Dan Cacciotti the undersigned, am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid.

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

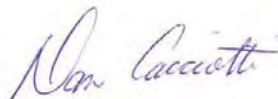
Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection 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 Lively, Ontario this 21 day of July, 2020

Name Dan Cacciotti

Signed 

Company Name Wood Environment & Infrastructure Solutions, a Division of Wood Canada Limited

Title Office Manager

**Page 3 of 5 to be submitted**



### 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.

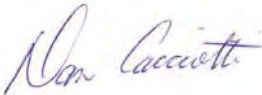
The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

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 Lively, Ontario this 21 day of July, 2020.

Name Dan Cacciotti

Signature 

Company Name Wood Environment & Infrastructure Solutions, a Division of Wood Canada Limited

Title Office Manager

**Page 4 of 5 to be submitted**



**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: Dan Cacciotti Company Name: **Wood Environment & Infrastructure Solutions, a Division of Wood Canada Limited**  
Phone Number: 705-682-2632 Address: 131 Fielding Road, Lively, ON, P3Y 1L7

I, *Dan Cacciotti*, 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/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html).

Date: 21 July 2020

**Page 5 of 5 to be submitted**



July 28<sup>th</sup>, 2020

DST Reference No.: P02002709

Corporation of the Town of Kirkland Lake  
1 Dunfield Road  
Kirkland Lake, Ontario  
P2N 3P4

Attention: Richard Charbonneau, Landfill and Airport Manager  
Email: Richard.Charbonneau@TKL.ca

Re: Request for Quotation – RFQ-552-20  
Supply and Install Leachate Monitoring Wells in the Landfill Attenuation Zone  
Kirkland Lake Landfill

Dear Mr. Charbonneau,

DST Consulting Engineers Inc. a division of Englobe Corp. (DST, DST/Englobe) is pleased to submit the following proposal to the Corporation of the Town of Kirkland Lake (the Client) for the Supply and Install of Leachate Monitoring wells in the Landfill Attenuation Zone at the Kirkland Lake Landfill, in Kirkland Lake, Ontario (the Site). This proposal submission is in response to the Client document entitled *Supply and Install Leachate Monitoring Wells in the Landfill Attenuation Zone* (the RFP). DST will carry out this work from their Sudbury, Ontario office.

DST will retain Landcore Drilling (Landcore) for borehole drilling, monitoring well installations and decommissioning of damaged monitoring wells as indicated in the RFP. Landcore has been utilized by DST several times on similar projects throughout Northern Ontario.

### **COMPANY PROFILE**

DST/Englobe is a Canadian leader in environmental, geotechnical and building science engineering; for more than 58 years, we have performed investigations, inspection, testing, analyses, assessments, supervision and monitoring of work for our clients. DST/Englobe has 64 locations in Canada, five in France and five in the United Kingdom, and has grown to over 2,400 engineers, professionals, biologists, technologists, technicians and technical support staff. The company has grown steadily, making it one of the largest firms in its field in Canada. Several acquisitions over the years in developing our geotechnical/pavement, materials and

environmental teams have contributed to the development of experience and know-how of DST/Englobe. Today, DST/Englobe is distinguished by its extensive range of services, its proximity to clients, being across Canada, and through its approach to projects, ranging from consulting to turnkey projects. DST/Englobe's values are focused on people; as such, through the size of its team and the competence of its human resources, DST/Englobe is able to provide quality of its services and finds practical solutions to the problems encountered.

DST/Englobe's service capability covers a range of comprehensive engineering and consulting projects of various sizes. We have gained considerable expertise in major capital projects in challenging fields, particularly in the manufacturing, infrastructure, and mining sectors as well as for various government agencies, municipalities and First Nations. DST/Englobe's integrated teams work closely with our clients to deliver solutions that meet their specific project requirements. Our unwavering dedication to providing responsive and value-added solutions has helped us build long lasting client relationships and industry respect.

## **HEALTH AND SAFETY PLAN**

A Site-Specific Health and Safety Plan will be developed prior to the commencement of field activities and maintained throughout the field investigation program. The Health and Safety Plan will be designed to address site and job-specific health and safety concerns, and will include requirements for personal protective equipment, emergency contact information, and a map illustrating the shortest route to the nearest hospital from the site. Prior to commencing any field work at the landfill site, DST will provide the contact at the Corporation of the Town of Kirkland Lake sufficient notice of the date when field work will commence.

## **WORK PLAN**

As indicated in the RFP, the investigation program generally includes, but is not limited to, the following:

- Mobilization;
- Decommissioning of two (2) Monitoring wells;
- Vertical borehole drilling in overburden;
- Installation of four (4) monitoring wells at depths of approximately 35m;



- 
- Clean up and demobilization; and
  - Preparation of Borehole Logs only.

### **Project Initiation and Mobilization**

As part of the initial stages of the work, DST will complete the following activities.

- Submission of Health and Safety program and schedule for review and approval by the Client.
- Coordination with Ontario One Call (ON1CALL), local utility companies, and the Client to obtain the necessary utility locate clearances before execution of ground disturbance work.
- Coordination of field work between the Client, DST and sub-Contractors (e.g. Landcore), other site Contractors (if applicable) and on-going operations at the Site to ensure work safety and efficiency.
- Mobilization of all necessary field staff, material and equipment to safely and effectively execute the field program.

### **Quality Control Management Plan**

DST is firmly committed to quality control of all our activities to ensure delivery of practical and cost-effective solutions that achieve or exceed our client's goals and objectives. Our firm has developed comprehensive "in-house" Quality Assurance programs with mechanisms in place to deliver high quality geotechnical, engineering and management services throughout a project's life cycle. DST has developed and implemented procedures that conform to ISO 9000 standards.

A Quality Assurance/Quality Control (QA/QC) program will be implemented for this project. Components of this program include the following:

- All project documentation is maintained and controlled under each specific project file with unique project file identifiers;

- 
- A Quality Assurance/Quality Control (QA/QC) coordinator will be designated for this project. This QA/QC coordinator ensure completeness of field notes, logs, photos, data, etc.; and,
  - All project deliverables (if required) will be reviewed by senior technical reviewers prior to final review by a Principal and issuance to the Client, as outlined by DST's Quality Assurance Program.

Following the initial project set up and mobilization, the work plan will proceed as indicated in the following subsections.

### **Monitoring Well Decommissioning and Installation**

Monitoring well installation will be completed under the direction of the DST and will include standard drilling and testing techniques. Drilling activities will be carried out by Landcore, utilizing a geotechnical drill rig. DST will coordinate the drilling locations, log soil samples and oversee the installation and decommissioning of monitoring wells.

Water to supply the drilling operations will be sourced through nearby surface water locations. If there are no nearby surface water sources, water will be transported to the drill location via water tanks.

Monitoring wells will be installed at each of the four borehole locations as per the RFP. Two monitoring wells are to be installed as replacement wells for damaged monitoring wells BH1 and BH8. Two monitoring wells are to be installed near the downgradient limits of the contaminated attenuation zone, BH9 and BH10. The well screens will be installed to intersect the interpreted groundwater table based on field observations. Each well will be completed with an appropriate length of solid PVC riser pipe with threaded joint connections extending to grade. A sand pack consisting of washed silica sand will be backfilled in the annular space around the screened portion of the wells and to approximately 0.3 m above the top of the screen, followed by activated bentonite chips backfilled to within 0.3 m of the ground surface to prevent surface water from infiltrating into the well. Each well will be completed with a lockable stick-up casing protector concreted into the ground. The well installation and registration activities will be completed by the drilling contractor in accordance with R.R.O. 1990, Regulation 903: Wells

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under the Ontario Water Resources Act R.R.O. 1990 (Reg. 903). For costing purposes, it is assumed that the monitoring wells installed will average 35 metres depth below ground surface, as per the RFP.

Well decommissioning of BH1 and BH8 will be carried out in accordance with R.R.O. 1990, Regulation 903: wells under the Ontario Water Resource Act R.R.I. 1990 (Reg. 903).

All monitoring well installations will be surveyed for elevation with relative to an existing well with a known elevation.

### **Clean Up and Demobilization**

All work areas will be cleaned of garbage and debris prior to site demobilization. Excess materials brought to the Site as part of the work will be removed as part of the demobilization process.

### **SCHEDULE**

Proposed project schedule is as follows;

- Mobilization: 1 day
- Drilling, monitoring well installations, monitoring well decommissioning: 5 days
- Demobilization: 1 day

DST requires 2 weeks notices prior to mobilization in order to coordinate utility locates, subcontractors, order supplies, and schedule field staff.

### **PROJECT TEAM, QUALIFICATIONS AND RELEVANT EXPERIENCE**

#### **Project Team**

The team of specialists that will work on this assignment is outlined below. DST has offices across Ontario, including Sudbury and North Bay, which provides us with the opportunity to assemble a diversified team of experienced professionals who have successfully completed projects of similar scope for all aspects of this project, from field work to reporting.

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Detailed Curriculum Vitae of the proposed project team members are presented in Appendix B of this proposal.

**Curtis Schmidt, P. Eng. QP<sub>ESA</sub>, Project Manager and Environmental Engineer**

Mr. Schmidt is an environmental engineer with over 20 years of environmental consulting experience in Alberta, Saskatchewan, Manitoba and Ontario. Mr. Schmidt has completed all aspects of a wide range of waste disposal site monitoring programs, Phase I, II, and III ESAs, soil and groundwater remediation, hydrogeological investigations, and surface water studies for federal, provincial and municipal clients. Mr. Schmidt has been the project lead/manager for many waste disposal site monitoring, design and permitting projects. Mr. Schmidt is a qualified person able to complete environmental assessments under Ontario Regulation (O. Reg.) 153/04 of the Environmental Protection Act.

**James Ross, P.Eng. Project Manager**

Mr. Ross is a Project Engineer with the Infrastructure Group at DST. His duties as a project manager include project bidding, and project team coordination. Mr. Ross is responsible for the project management and technical support for multi-disciplinary projects with a specialization in blasting, vibrations and geotechnical drilling projects. Mr. Ross has been involved with various field programs involving drill rig coordination and supervision, monitoring well installations, monitoring well decommissioning, and surveying.

**Geoffrey Lake, P. Geo., Environmental Geoscientist**

Mr. Lake is an environmental geoscientist with 12 years of experience with a broad range of projects in the environmental consulting industry. He has been responsible for the field management of many environmental projects including soil sampling, groundwater sampling, surface water sampling, and sample analysis. Mr. Lake has been involved in various field programs such as contaminated soils remediation, drilling supervision, monitoring well installations, and surveying. He has experience in pump drawdown and recovery investigations. His duties include proposal preparation, project management, and report writing. Mr. Lake will be the responsible for managing the field component of the project and technical review of reports.

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**Jennifer Rainville, C.Tech., EPT, Environmental Technician**

Ms. Rainville is an Environmental Technician with nine years of experience in the environmental consulting industry. She has experience in investigations and remediation of contaminated soils and groundwater, and regulatory compliance monitoring in various industries. She possesses a wide range of skills and abilities with respect to environmental project work, including project management, soil sampling, groundwater sampling and surface water sampling. She has been involved in various field programs such as Phase II Environmental Site Assessments, contaminated soil and groundwater remediation, borehole supervision and monitoring well installations.

**Relevant Experience**

DST has extensive experience installing and decommissioning monitoring wells all across Northern Ontario. The following examples of projects completed within the past 10 years (and ongoing) are provided to demonstrate the project team and DST's vast experience to projects of similar nature and scope:

**Project List**

Neskantaga First Nation – completion of the final design and construction monitoring of a waste treatment site to treat contaminated soils generated from the community related to fuel oil contamination from 13 different sites (2016-ongoing)

Township of Tehkummah – South Baymouth and Former Tehkummah Landfills, Manitoulin Island – completion of a landfill re-design and Design and Operations (D&O) Report for the South Baymouth landfill including the application and acceptance of an amended ECA. In addition, groundwater and surface water sampling/monitoring and preparation of annual ECA compliance reports for two municipal landfills (2013-ongoing).

Cochrane Landfills – Hydrogeological study, surface water study, operation and management plan, monitoring plan and reporting for Fox and Aurora landfills in support of landfill expansions/ECA amendments (2018-2019);

Ontario Ministry of Natural Resources and Forestry – completion of groundwater monitoring and surface water sampling at over 20 landfill sites in northern Ontario. (2016 to 2018);

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Resolute Forest Products Fort Frances McIrvine Landfill – Compliance monitoring including groundwater and surface water sampling and preparation of comprehensive report (2013-2016);

Cochrane Landfills – Hydrogeological study, surface water study, monitoring plan, monitoring well network expansion, environmental monitoring and reporting for Fournier and Glackmeyer landfills (2006 – 2013). A landfill expansion/ECA amendment was completed for the Fournier Landfill;

Gogama Forest Products – Nine years of annual monitoring and landfill closure plan implementation, along with groundwater and surface water monitoring and reporting (C of A compliance);

Killarney Landfills – Groundwater and surface water monitoring and reporting at the Hartley Bay, Killarney and Key River Landfills; and,

Warren Landfill – Landfill expansion, volume survey, hydrogeological study, design and operation plan development and closure plan.

### **Specific Project Examples**

**Project:** Côté Gold Project, Gogama Ontario.

**Date:** 2017-Current

**Client:** IAMGOLD

**Contact:** David Brown – 250.961.3865

**Description:**

DST has successfully provided geotechnical and environmental services at the Côté Gold Project on a consistent basis since 2017. Awarded scopes have included;

#### **Geotechnical Services**

- Drilling and geotechnical investigation of over 180 boreholes (3000 m total), including barge and helicopter supported drilling;
- Over 200 Hydrogeological packer and pump tests;
- Installation and construction of over 120 monitoring wells;
- CPT and sCPT testing, interpretation and reporting;
- Acoustic downhole televueing;
- Seismic Refraction Survey over Ice and Land, including line cutting, surveying and staking.

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- Down Hole Seismic testing including interpretation and reporting;
  - Access planning and coordination, including tree harvesting, road and drill pad preparation;
  - Ice road and ice drill pad construction; and
  - Decommissioning of over 300 monitoring wells and exploration boreholes (6200 meters total).

The drilling programs included the supervision and daily safety inspections of up to five different drilling contractors, completion of daily work progress reports, project health and safety management, coordination with tree harvesting and road construction subcontractors, and meeting the requirements of the Client and its consultant. Through this work DST demonstrated a strong ability to deliver innovative solutions in challenging work conditions, while maintaining a safe operation, a thorough quality control program and a stringent budget and schedule control. During the time period on site DST has had no loss time incidents.

#### **Remote Access Strategies**

- Barge Drilling
- Helicopter Long Lining
- Bush Access Roads
- Corduroy Logged Roads

The drilling program required meticulous planning and foresight for remote access drill pads. The majority of the work sites were located in dense forest and swamplands. DST utilized heavy equipment to create bush trails and construct corduroy logged access roads. Through these drill programs our on-site staff has become adept at providing innovative access solutions for tracked and wheel mounted drill rigs while limiting the disturbance to the surrounding environment.

DST also completed geotechnical drilling in nine remote locations requiring mobilization of a barge and drill rig via helicopter long lining. Each lift required in-depth planning and coordination of DST staff on-site, including: critical lift plans, site-wide radio communications, traffic control, and emergency response planning.

**Project:** New Gold Rainy River Project, Blackhawk, Ontario.

**Date:** 2015-2019

**Client:** New Gold Inc.

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**Contact:** Brian Jeck – 250.961.3865

**Description:**

DST has provided geotechnical drilling, environmental groundwater monitoring, and QA/QC materials testing and inspection services on-site on a full-time basis for the mine development including the tailings and waste management systems, main mine complex, substation, powerhouse, roadways, drainage facilities and culverts. DST's scope of work includes borehole drilling, installation, maintenance, and monitoring of an array of > 100 geotechnical instruments, with the majority comprised of vibrating wire piezometers as well as standpipe wells, slope inclinometers, and settlement plates. DST also provides on-site laboratory testing services, compaction testing, field inspection and materials testing, and backfill monitoring throughout all areas of the site.

Most recently, DST has expanded services to include an on-site field instrumentation program where we are responsible for the drilling and installation of over 250 vibrating wire piezometers (VWP) along with additional slope inclinometers and standpipes. Responsibilities include drilling/testing of boreholes with the DST drilling crew, VWP installation and calibration, data management, cable routing, data-logger setup and connection, geodetic survey for each location, and instrument installation logs. This project is being completed with the assistance of our partners, the Naotkamegwanning First Nation.

**Project:** Neskantaga First Nation Community Wide Remediation Project

**Date:** 2015 – Present

**Client:** Indigenous and Northern Affairs Canada, Government of Canada

**Client Contact:** Michael King - 807.624.5907

**Description:**

DST was retained by Neskantaga First Nation (NFN) to complete subsurface environmental investigations at 13 contaminated sites in the NFN community and surrounding areas. The NFN community is remotely located on the south shore of Attawapiskat Lake and is accessible through air year round, and by winter road from Pickle Lake annually (for 4-6 weeks) during the winter season. The sites are listed in the Federal Contaminated Sites Inventory (FCSI).



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The objective of the environmental investigations was to review past reports to identify data and knowledge gaps and design an investigative sampling program in order to characterize the extents and levels of petroleum hydrocarbon contamination as related to 13 contaminated sites including, but not limited to: O&M Garage, Water Treatment Plant, Arena Bulk Fuel Storage, Airport Storage Tank Education Centre Fuel Oil Tank, Contaminated Soil Stockpile and three potential ex-situ treatment sites. Contaminants of concern included diesel fuel, fuel oil, aviation fuel and gasoline in both soil and/or groundwater. In some cases, the source of contamination had been removed prior to the investigation, and in other cases the source of contamination was still present. The investigations were completed to satisfy the requirements of Step 5 (Detailed Testing Program) of the Federal Approach to Contaminated Sites (FACS) decision making framework. Step 6, re-classification with respect to the Canadian Council of Ministers of the Environment (CCME) National Classification System for Contaminated Sites (NCSCS) was subsequently completed for sites where scoring completed previously had indicated that the site was lower than a Class 1 site. Four sites were re-classified by NCSCS scoring, by DST as part of this project. Further the Site Closure Tool (SCT) was used in the assessment process and reporting.

The field program, which was completed in November 2015, included the advancement of boreholes, some of which were completed as monitoring wells and the advancement of test pits, to facilitate the collection of soil and groundwater samples. Due to the remote location of the community, boreholes were advanced using a portable B20 drill rig. The test pitting was completed by a rubber-tired backhoe owned and operated by the NFN. During field screening and soil sample collection for laboratory chemical analysis, in addition to headspace vapour readings by RKI Eagle portable vapour meter, DST utilized on-site soil testing by PetroFLAG total petroleum hydrocarbon analysis for indicative on-site results to aid in sample selection. The on-site soil testing was incorporated in the investigative program in order to obtain preliminary analytical results and in turn, minimize return trips to complete further soil sampling.

Federal guidelines are applicable to the sites located within the NFN community (7 of 13 sites) while 6 of the contaminated sites investigated were located off of the federal reserve lands, and as such these sites are under provincial jurisdiction. For these 6 sites the applicable provincial guidelines were utilized.

The results of the soil and groundwater investigation and contaminant characterization was summarized in a comprehensive report and a conceptual site model (CSM) was completed for

each site. NCSCS scoring was updated for four of the sites. For each site, the SCT was also completed. 12 of 13 sites were deemed to require remediation in the recommendations. DST completed a remedial options analysis (ROA) to determine the best option for treating the contaminated soil at the various sites. The client team indicated to DST prior to the ROA that risk management/management or monitored natural attenuation were not to be considered to address the contamination at the various sites. DST used the Government of Canada Guidance and Orientation for the Selection of Technologies (GOST) website (available from [http://gost.irb-bri.cnrc-nrc.gc.ca/hm.aspx?ind\\_lang=en](http://gost.irb-bri.cnrc-nrc.gc.ca/hm.aspx?ind_lang=en)) as a resource for the selection of remediation alternatives. Ultimately, NFN decided that the construction of a treatment facility in the community was the best option to deal with the contaminated soil.

DST completed the required follow up studies and the detailed design of the waste soil treatment facility to be constructed in the Community. DST also completed the specifications for the remediation and waste facility construction. Currently, the waste facility is being constructed with DST acting as the contract administrator to oversee the construction and remediation activities.

This project example demonstrates DST's ability to perform Environmental Assessment services as outlined in RS1 identified in the RFSO. Since this work was completed in a remote community with limited road access proper work planning, staff and subcontractor coordination and client communication were essential for the success and timely completion of the project on budget.

## **COSTING**

The Completed 'Schedule "A" – Quotation Submission Forms' can be found in Appendix A of this proposal. DST has made the following assumptions to fulfill all necessary work requirements as per the RFP:

- The Client will arrange for access to the Site, as required;
- Landcore and DST will work 12 hours/day for the duration of the project;
- Maximum borehole depth is 35 m;
- An estimated 6 days are required for the entire project scope;
- Borehole locations assumed to be 4WD truck accessible;
- Shut down do to state of emergency or global pandemic will be subject to additional mobilization/demobilization fees;

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- Any site-specific training or orientation will be charged as extra at the hourly rates provided;
  - Does not include environmental monitoring and/or permitting, if required;
  - For costing purposes, it is assumed that the monitoring wells installed will average 35 metres as indicated in RFP; and,
  - The costs are exclusive of applicable taxes.

If any of these assumptions change, or if the Client requires additional services extra to what is indicated in this proposal and the RFP, DST will provide a separate cost for said services. No additional work will be conducted without authorization from the Client.

## **CLOSURE**

We thank the Corporation of the Town of Kirkland Lake for the opportunity to submit this proposal and for considering DST to provided services to this project. Our high level of familiarity and proficiency with the required scope of work due to similar drilling project, along with our nearby offices and corporate safety certifications will ensure a safe, cost effective, and high-quality service. Our experienced drilling and geotechnical field staff have extensive experience with geotechnical drilling, installation of geotechnical monitoring wells and project planning for project sites throughout Northern Ontario.

Yours truly,

***For: DST CONSULTING ENGINEERS INC., a Division of Englobe Corp.***



James Ross, P.Eng  
Project Engineer



Geoffrey Lake, P.Geo  
Project Manager, Associate

Enclosures:

- Appendix A Schedule "A" – Quotation Submission Forms
- Appendix B DST Resumes
- Appendix C Health and Safety Policy and Procedures and WSIB Clearance

# Appendix A

## Schedule "A" – Quotation Submission Forms

### 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	LUMP SUM
1	Full Project, as defined in the "Objectives" of this RFQ.	\$33,125.00
	<b>Total Project</b>	\$33,125.00
<b>SUB-TOTAL:</b>		\$33,125.00
<b>HST:</b>		\$4,306.25
<b>TOTAL</b>		\$37,431.25

**Page 1 of 5 to be submitted**

I/We DST Consulting Engineers Inc. offer to supply the requirements stated within.

the corresponding total cost of \$ \$37,431.25 tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 28 day of July 2020.

<p><b>Company Name</b></p> <p>DST CONSULTING ENGINEERS INC. A Division of Englobe</p>	<p><b>Contact name (please print)</b></p> <p>Geoffrey Lake</p>
<p><b>Mailing Address</b></p> <p>885 Regent Street, Unit 2-1BSudbury ON, Canada</p>	<p><b>Title</b></p> <p>Project Manager - Associate</p>
<p><b>Postal Code</b></p> <p>P3E 5M4</p>	<p><b>Authorizing signature</b></p> <p><i>Geoffrey Lake</i></p> <p>"I have the authority to bind the company/corporation/partnership."</p>
<p><b>Telephone</b></p> <p>705-561-0147</p>	<p><b>Fax</b></p>
<p><b>Cell Phone (if applicable)</b></p>	<p><b>E-mail</b></p> <p>glake@dstgroup.com</p>

**Page 2 of 5 to be submitted**

**Non-Collusion Affidavit**

I/ We DST Consulting Engineers Inc the undersigned, am fully informed respecting the preparation and contents of the attached Proposal 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 Sudbury this 28 day of July, 2020

Name Geoffrey Lake Signed 

Company Name DST Consulting Engineers Inc. Title Project Manager - Associate

**Page 3 of 5 to be submitted**



### 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 Sudbury this 28 day of July, 2020.

Name Geoffrey Lake Signature 

Company Name DST Consulting Engineers Inc. Title Project Manager - Associate

**Page 4 of 5 to be submitted**





**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: Geoffrey Lake Company Name: DST Consulting Engineers Inc

Phone Number: 705-561-0147 Address: 885 Regent Street, Unit 2-1B  
Sudbury ON, P3E 5M4  
Canada

I, Geoffrey Lake, 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/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html).

Date: 07/28/2020

**Page 5 of 5 to be submitted**



## Appendix B

## CURTIS SCHMIDT P.ENG., QP<sub>ESA</sub>

Mr. Schmidt is a Senior Associate with DST with over 19 years of experience in contaminated site remediation and has been working with government and private clients across Canada. Mr. Schmidt has extensive experience in soil, groundwater, sediment and surface water remediation and risk management for numerous clients including: municipal, provincial and federal governments; oil companies; chemical manufacturers; transportation companies; railways; mining companies; waste management and spill response companies; etc. He is responsible for providing senior technical direction for a variety of environmental projects including soil, surface water, and groundwater investigations and remediation, oil spills, groundwater/surface water flow and contaminant modelling, landfill monitoring, air certificate of approvals, and aggregate industry permitting.

Mr. Schmidt has extensive experience in numerous soil and groundwater remediation and risk management techniques including, but not limited to: excavation and disposal; in-situ chemical oxidation; in-situ biodegradation; permeable reactive barriers; multi-phase extraction systems; soil vapour extraction; air sparging; groundwater pump-and-treat systems; in-situ chemical stabilization; spill clean-up and emergency response; natural attenuation; contaminant covers; ex-situ landfarming; etc. Contaminants of concern have included the following: petroleum hydrocarbons (PHCs); polycyclic aromatic hydrocarbons (PAHs); volatile organic compounds (VOCs); metals; nutrients; chloride; deicers; mine milling chemicals; per- and polyfluoroalkyl substances (PFAS); etc..

### SELECTED PROJECT EXPERIENCE

#### **Contamination Assessment, Detailed Quantitative Risk Assessment (DQRA), Remedial Options Analysis (ROA), and Remediation Design Development, Canadian Forces Base, Ontario (2014 – present)–**

**Role:** Project Manager/ Environmental Engineer

**Responsibilities:** DST was retained to complete detailed contamination assessment, a DQRA, and ROA and remediation design development at a Canadian Forces Base in Ontario. Mr. Schmidt has been, and is, the Project Manager and senior technical advisor for the project. Initial steps in the project included: review of historical reports and the preparation of a GAP analysis; the completion of an aquatic habitat survey; the advancement of boreholes and installation of groundwater monitoring wells; soil, groundwater surface water and sediment sampling; and the completion of a Problem Formulation as the first step towards a DQRA. The major concern at the site includes PHCs used as an accelerant to start training fires and PFAS that are entering into nearby aquatic environments via groundwater flow. The second phase of this project included additional surface water and sediment sampling as well as benthics analysis and a fish tissue survey including muscle, blood serum and liver analysis for PFAS. Following the additional sampling, a DQRA was completed for the Site and surrounding areas. Additional soil and groundwater assessment work was completed to determine if the existing containment and treatment system used to manage process water laded with diesel fuel and fire fighting foam in the first responder training areas is leaking contaminants into the subsurface. This phase of work also included the development of a remedial options analysis (ROA) for each impacted media at the site. The ROA presented three or more options to remediate or limit exposure risks from the soil, groundwater, and the adjacent creek (options include treatment of sediments, surface water and

#### **YEARS OF EXPERIENCE**

20 years

#### **PROFESSION**

Regional Manager  
Senior Environmental Engineer

#### **AREA OF EXPERTISE**

Environmental Engineering  
Contaminated Sites

#### **EDUCATION**

2000 Environmental Engineering,  
University of Guelph

#### **PROFESSIONAL ASSOCIATIONS**

Professional Engineers of Ontario since  
2005 (License No. 100101796)

#### **PROFESSIONAL DEVELOPMENT**

Groundwater Modelling in the Mining  
Industry, Waterloo Hydrogeologic  
(2008)

Introduction to Groundwater  
Modelling on Contaminated Sites,  
ESAA EB (2004)

Surface Training, NORCAT

Underground Service Training,  
NORCAT

ZES Locking and Tagging Core Module,  
NORCAT

fish tissue). A follow up investigation was completed to delineate soil and groundwater PFAS impacts both vertically and horizontally. Pump tests were completed and hydrogeological modelling was completed in support of the design of a potential pump and treat groundwater remediation system. The DQRA was updated with the most recent data. Bench scale testing was completed on representative soil and groundwater samples to determine the treatability and applicability of some PFAS-related remediation technologies currently on the market. In addition, a conceptual design for fish barrier systems was developed as a preliminary step towards the final design of a system to prevent contaminated fish from being consumed by ecological and human receptors. A pilot-scale test was completed to determine the efficacy of a groundwater pump-and-treat remediation system, and other is planned. A conceptual soil remediation plan is being developed concurrently with the groundwater testing.

### **Phase I, II and III Environmental Site Assessment and Remedial Options Analysis, 5 Sites in Naicatchewenin First Nation, Ontario (2017 – 2020)**

**Role:** Environmental Engineer

**Responsibilities:** DST was retained by Saulteaux Consulting and Engineering, on behalf of Naicatchewenin First Nation to complete a Phase I and Phase II ESA, Phase III ESA and Remedial Options Analysis for five sites within Naicatchewenin First Nation community, located 45 km northwest of Fort Francis, Ontario. The Phase I was completed to satisfy step 2 (Historical Review) of the Federal Approach to Contaminated Site (FACS) 10-Step Process (Contaminated Site Management Working Group, 1999). The Phase II ESAs were completed to investigate areas of environmental concern identified in the Phase I ESAs, and to satisfy Step 3 (Initial Testing Program) of the FACS 10-Step process. The subsurface investigation included the advancement of a total of 15 boreholes, of which 11 were installed as monitoring wells. Soil and groundwater were sampled and analysed for contaminants of potential concern. Based on the results of the Phase II ESA investigations, each site was classified through the National Classification System for Contaminated Sites (NCSCS), Step 4 of the FACS 10-Step Process. Recommendations were made based on the Phase II ESA results for additional delineation of identified contaminants at each of the five sites. Phase III ESAs were subsequently completed for each site to address Step 5 (Detailed Testing Program), Step 6 (Re-Classify Site) and Step 7 (Develop Remediation/Risk Management Strategy) of the FACS 10-Step Process. The Phase III ESA subsurface investigation program included the advancement of a total of 26 boreholes, of which 18 were installed as monitoring wells. The soil and groundwater samples were analysed for COPCs with the objective of delineating the previously identified impacts in soil and/or groundwater at each Site. In addition, a remedial options analysis was included in the report. The remedial options analysis included the evaluation remedial options with the three most relevant remedial options, or risk assessment option for each site described and ranked based on their advantages and disadvantages, and order of magnitude cost estimates for each.

### **Design of Environmental Remedial Actions – Neskantaga First Nation, Ontario, Neskantaga First Nation/Matawa First Nations Management (2015-2016)**

**Role:** Environmental Engineer

**Responsibilities:** DST was retained to develop and implement environmental remedial actions at 10 Sites within the community of Neskantaga First Nation. The development of remedial action plans and remediation designs, were completed based on information provided in previous environmental investigations that had been completed at the Sites. Contaminants of concern included diesel fuel, fuel oil, aviation fuel and gasoline in both soil and/or groundwater. In some cases, the source of contamination had been removed, and in other cases the source of contamination was still present. Based on the information provided in previous investigations, prior to the development of remedial action plans, additional site characterization was required. The field program included the advancement of boreholes, some of which were completed as monitoring wells, the advancement of test pits and test holes, with the collection of soil and groundwater samples. In general, soil and groundwater samples were submitted for analysis of metals, PHCs, VOCs, and PAHs. A report summarizing the activities and results completed for all sites was prepared which included a description of field work and methodologies, a summary of tabulated results compared to the appropriate federal and/or provincial guidelines, 3-D conceptual site models for each site

which describe receptors and pathways and remediation options. The remediation options were discussed with the client and the community and one was selected. This option, which was the design and construction of an ex-situ landfarming area in conjunction with remedial excavation and in-situ chemical oxidation, has been carried forward and is currently being implemented.

**Diesel Fuel Spill Remediation and Soil Assessment, Vale's Creighton Mine, Sudbury, Ontario (2012)**

**Role:** Project Manager/Environmental Engineer

**Responsibilities:** At a fuelling station, an estimated 6000 L of diesel fuel was released to the ground following the failure of a safety valve. Mr. Schmidt was responsible for liaising with Vale Limited staff to determine remediation expectations, then overseeing the remedial activities, the collection of the verification samples, and the completion of the environmental soil assessment report for the spill

**Phase II/III ESA and Remedial Options Analysis – Former J.A. Mathieu Sawmill Site & Former Rainy Lake Airways, Couchiching First Nation, Fort Frances, Ontario, Couchiching First Nation/ INAC (2007-2008)**

**Role:** Project Engineer

**Responsibilities:** DST was retained to assess the extent of the contamination present on a former airways and sawmill properties and to provide a remedial options analysis. Mr. Schmidt was the Project Engineer and Manager for DST. The initial phase of the project included a CCME Phase III ESA to assess the extent of previously identified contamination. Throughout the project, Mr. Schmidt worked together with Couchiching First Nation, INAC, Health Canada, and Environment Canada to evaluate additional work completed at the site by DST, including indoor dust sampling and extensive surficial soil sampling. As part of this work, DST provided community consultation services. In April and August 2009, DST presented information to the community of Couchiching First Nation related to the work completed at the site. In addition, DST participated in the meetings by providing expert technical advice to the residents and in discussions with regulators and First Nation representatives. DST also worked with the First Nation and Health Canada to develop a Community Consultation Plan and has regularly provided Plain Language Summary's for some of the reports that have been prepared.

**UST Removal, Phase I and II ESA, Remediation, and Risk Assessment, 3105 Kingsway, Sudbury, Ontario (2012 - 2015)**

**Role:** Project Manager/ Senior Engineer

**Responsibilities:** Mr. Schmidt while with Schmidt Environmental Solutions Inc. and DST was retained to complete an environmental assessment during the removal of four underground storage tanks (USTs) at three locations at the site in support of a sale of the property. Soil and groundwater impacts were observed in the area of the USTs and under some of the site buildings. A Phase I, Phase II and Supplemental Phase II ESAs were completed at the property to identify all contamination sources and characterized the onsite impacts in both the soil and groundwater. A soil remediation program was completed to remove contamination that was not underneath the site buildings, followed by the installation of groundwater wells to assess groundwater remediation. To address the impacts under the buildings, a due diligence risk assessment was completed. The environmental work facilitated the sale of the property. Under the new owner, in order to use the property for financing purposes, DST completed a due diligence human health risk assessment to demonstrate there were no risks to onsite receptors and developed a long-term groundwater monitoring plan for the site.

**Phase II ESA and Implementation of Pump and Treat System, Fuel Oil Spill, 307 Green Road, Callander, Ontario, (2006 – 2008)**

**Role:** Project Manager/Senior Engineer

**Responsibilities:** DST was retained by an insurance company to remediate a fuel soil spill at a residential property located adjacent to Lake Nipissing. The fuel oil entered the fractured bedrock at surface and had contaminated the onsite potable groundwater well. Mr. Schmidt was the project manager and technical lead for the project. A new

potable water well was installed for the homeowners. An monitoring well and extraction well network was installed by DST. Mr. Schmidt designed and implemented a pump and treat system to remediate the groundwater in the fractured bedrock before it could discharge to the lake utilizing a recycling system. The groundwater was remediated to background levels.

**Soil and Groundwater Remediation, Chemical Blending Facility, Calgary, Alberta (2002-2005)**

**Role:** Environmental Engineer

**Responsibilities:** Mr. Schmidt oversaw the installation and operation of a multi-phase extraction (MPE) system installed at a chemical blending facility in Calgary, Alberta. The site was adjacent to a canal that provided potable water to downstream receptors. The MPE system was designed to remove free-phase product, contaminated groundwater and shallow soil vapours to remediate a portion of the site that was not accessible for soil excavation. The MPE system remediated the soil and groundwater in the area to the point that a subsequent risk assessment was able to ensure the site met the regulatory standards.

**Phase II ESAs, Groundwater Monitoring, Site Remediation, Various Locations, Alberta, Saskatchewan, Ontario 2000 – 2006**

**Role:** Environmental Specialist/ Project Engineer

**Responsibilities:** As the Environmental Specialist/Project Engineer Mr. Schmidt provided field and office expertise to contaminated site assessment and remediation projects across Alberta and Saskatchewan. Responsibilities included: employee and contractor supervision; proposal/cost estimate preparation; project management/planning; writing technical reports; budget management; as well as conducting field activities. Field activities included supervising borehole drilling, remedial excavations, optimizing multi-phase extraction systems, groundwater monitoring/sampling, etc. Clients included several major oil and chemical companies, federal, provincial, and municipal governments.

### PROFESSIONAL CERTIFICATIONS

Professional Engineers of Ontario Licence # 100502880  
CCIL Certified Concrete Field Testing Technician  
NRCan NDTCB XRF Operator Program

### EDUCATION

Bachelor of Engineering (Civil Engineering), Lakehead University (2016)  
Ontario College Advance Diploma (Civil Engineering Technology), Cambrian College (2014)

### TOTAL YEARS OF EXPERIENCE

5 Years

### SECURITY CLEARANCE

Reliability

### LOCATION

Sudbury

### RELEVANT TECHNICAL EXPERIENCE

Mr. James Ross is a Project Engineer with the Infrastructure Group at DST Consulting Engineers Inc. a Division of Englobe. His duties as a Project Engineer include project bidding, and project team coordination. Mr. Ross is responsible for the project management and technical support for multi-disciplinary projects with a specialization in blasting, vibrations, and geotechnical drilling projects.

Specialities include: rock blasting and vibrations, blast consulting, blast engineering, geotechnical drilling

### SELECTED PROJECT EXPERIENCE

- Vale M-Area Vibration Monitoring  
Role: Technical Support  
Responsibilities – On-site and remote support for vibration monitoring of construction activities during the completion of the sheet pile support wall.
- Vale Surface Monitoring Services – Vale – Greater Sudbury, Ontario - 2018-Present  
Role: Technical Support  
Responsibilities: On-site and remote support for vibration monitoring of surface structures for Copper Cliff and Garson Mines.
- Vale Raw Water Line Trestle Replacement – Wood – Greater Sudbury, Ontario - 2018  
Role: Technical Support  
Responsibilities: Engineering intern responsible for vibration monitoring of geotechnical drilling activities.
- Cote Gold Geotechnical Drilling and Geophysics – Wood PLC – Gogama, Ontario – 2019-Present  
Role: Project Coordinator  
Responsibilities: On site project coordinator responsible for invoicing, health and safety, scheduling, subcontractor coordination, reporting, tool box talks, and technical support.
- Cote Gold Drill Hole Decommissioning – Wood PLC – Gogama, Ontario - 2019  
Role: Project Coordinator  
Responsibilities: On site project coordinator responsible for invoicing, health and safety, scheduling, subcontractor coordination, reporting, tool box talks, and technical support.
- Cote Gold Geotechnical Drilling – IAMGOLD Corporation – Gogama, Ontario - 2017-2018  
Role: Site Foreman and Safety Officer  
Responsibilities: Site foreman and safety officer responsible for subcontractor drill rig scheduling and coordination, reporting, tool box talks, and technical support.
- MTO 2018-5106 – Nipissing-Miller GP Inc. – North Bay Ontario – 2019-Present  
Role: Project Manager  
Responsibilities: Project manager and vibration consulting engineering intern responsible for remote vibration and overpressure monitoring of existing structures.
- Reconstruction of 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> ave and Manitoba Street – Pedersen Construction – Larder Lake - 2019  
Role: Project Manager  
Responsibilities: Project manager and vibration consulting engineering intern responsible for on-site vibration and overpressure monitoring of existing structures, pre-construction survey requirements, and damage claim investigations.
- MTO 2018-6013 – Consbec – Pays Plat - 2019  
Role: Project Manager  
Responsibilities: Project manager and blast consulting engineering intern responsible for on-site vibration, overpressure,



# James Ross, P.Eng.

## Project Engineer

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- and hydrophone monitoring of existing structures, pre-blast survey requirements, and damage claim investigations.
- Brownlee Road Reconstruction – JI Enterprises – Thessalon, Ontario - 2018  
Role: Project Manager  
Responsibilities: Project manager and blast consulting engineering intern responsible for remote vibration and overpressure monitoring of existing structures, pre-blast survey requirements, and damage claim investigations.
  - Meadowbrook Retirement Residence – Villano Construction Ltd. – Greater Sudbury, Ontario - 2018  
Role: Project Manager  
Responsibilities: Project manager and blast consulting engineering intern responsible for vibration and overpressure monitoring of existing structures, pre-blast survey requirements, and damage claim investigations.
  - EACOM Plant Vibration Monitoring – EXP Services Inc – Nairn Center, Ontario - 2018  
Role: Project Manager  
Responsibilities: Project manager and engineering intern responsible for field data collection, and advanced data analysis.
  - Reserve Road Upgrades – Interpaving Limited – Greater Sudbury, Ontario - 2018  
Role: Project Manager  
Responsibilities: Project manager and blast consulting engineering intern responsible for vibration and overpressure monitoring of existing structures, pre-blast survey requirements, and damage claim investigations.
  - Whitney-Tisdale Sanitary Sewer Replacement – Northecon Construction – South Porcupine, Ontario - 2018  
Role: Project Manager  
Responsibilities: Project manager responsible for pre-construction survey requirements.
  - MTO 2017-5131 – Teranorth Construction and Engineering Ltd. – Greater Sudbury, Ontario - 2018  
Role: Project Manager  
Responsibilities: Project manager and blast consulting engineering intern responsible for remote vibration and overpressure monitoring of existing structures, pre-blast survey requirements, and damage claim investigations.
  - Countryside Vibration Monitoring – Teranorth Construction and Engineering Ltd. – Greater Sudbury, Ontario - 2018  
Role: Project Manager  
Responsibilities: Project manager and blast consulting engineering intern responsible for remote vibration and overpressure monitoring of existing structures.
  - 27th Ave Reconstruction – Pedersen Construction (2013) Inc. – Virginiatown, Ontario - 2018  
Role: Project Manager  
Responsibilities: Project manager and blast consulting engineering intern responsible for vibration and overpressure monitoring of existing structures, pre-blast survey requirements, and damage claim investigations.
  - Sudbury Lateral Replacement Section 2 and 3 – Union Gas – Greater Sudbury, Ontario - 2018  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for on-site vibration monitoring of existing structures and union gas pipeline, pre-blast survey requirements, damage claim investigations, and report writing and review.
  - ENG17-35 Maley Drive Extension Phase 2 – Consbec Inc. – Greater Sudbury - 2018-Present  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for remote vibration and overpressure monitoring of existing structures, pre-blast survey requirements, and damage claim investigations.
  - Secord Road Blasting – Rhude Drilling and Blasting – Wanup, Ontario - 2017  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for on-site vibration and overpressure monitoring of existing structures and union gas pipeline, pre-blast survey requirements, and damage claim investigations.
  - LU Geotechnical Investigation – Laurentian University – Greater Sudbury, Ontario - 2017-2018  
Role: Engineering Intern  
Responsibilities: Engineering intern responsible for on-site geotechnical investigation and report writing.
  - O'Meara Blvd Reconstruction – Pedersen Construction (2013) Ltd – Kirkland Lake, Ontario - 2017  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for on-site vibration and overpressure monitoring of existing structures and union gas pipeline, pre-blast survey requirements, and damage claim investigations.
  - MTO 2017-5108 – Johnson Construction – Highway 64, Ontario - 2017  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for remote vibration and overpressure monitoring of existing structures, and pre-blast survey requirements.
  - Palladino BMW – Villano Construction Ltd. – Greater Sudbury, Ontario - 2017  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for remote and on-site vibration and overpressure



# James Ross, P.Eng.

## Project Engineer

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- monitoring of existing structures and union gas pipeline, and pre-blast survey requirements.
- Falconbridge Auto Park – Villano Construction Ltd. – Greater Sudbury, Ontario - 2017-Present  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for remote and on-site vibration and overpressure monitoring of existing structures and union gas pipeline, and pre-blast survey requirements.
- MTO 2016-5106 – Consbec Inc – Deubreville, Ontario - 2017  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for on-site vibration and overpressure monitoring.
- MTO 2015-5119 – Aecom – Henvey Inlet, Ontario - 2017-Present  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for remote vibration monitoring of existing structures, and pre-blast survey requirements.
- Red Oak Village – Autumnwood Mature Lifestyle – Greater Sudbury, Ontario - 2017-Present  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for remote vibration monitoring of existing structures, and pre-blast survey requirements.
- Alamos West Mine – Pedersen Construction (2013) Inc – Matachewan, Ontario - 2017  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for on-site vibration and overpressure monitoring of tailings dam and existing structures, and pre-blast survey requirements.
- Temiskaming Dam Demolition – Rock Breakers 2007 Inc – Temiskaming, Ontario – 2016-2017  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for on-site vibration and overpressure monitoring of existing structures, and pre-blast survey requirements.
- MTO 2015-5121 – Pedersen Construction (2013) Inc – Virginiatown, Ontario - 2016  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for on-site vibration and overpressure monitoring of existing structures, and pre-blast survey requirements.
- ENG16-35 Maley Drive Phase 1 – Consbec Inc. – Greater Sudbury, Ontario – 2016-2017  
Role: Engineering Intern  
Responsibilities: Blast consulting engineering intern responsible for remote vibration and overpressure monitoring of existing structures, and pre-blast survey requirements.
- Emily Street Reconstruction – Rock Breakers 2007 Inc. – Parry Sound, Ontario – 2016-2017  
Role: Engineering Intern  
Responsibilities: On site blast consulting engineering intern responsible for remote and on-site vibration and overpressure monitoring of existing structures and union gas pipeline, and pre-blast survey requirements.
- Ferreira Subdivision – Bruman Construction and Leasing LTD. – North Bay, Ontario - 2016  
Role: Engineering Intern  
Responsibilities: On site blast consulting engineering intern responsible for vibration and overpressure monitoring of existing structures and union gas pipeline.
- MTO 2015-5007 – Pedersen Construction (2013) Inc. – Temagami, Ontario - 2016  
Role: Engineering Intern  
Responsibilities: On site blast consulting engineering intern responsible for vibration and overpressure monitoring.

## GEOFFREY LAKE P.GEO

Mr. Geoffrey Lake is an environmental geoscientist with DST, a division of Englobe Corp. Mr. Lake has various technical experience in a wide range of projects including Geotechnical Investigations, Quality Assurance, Construction Management, Environmental Monitoring, Environmental Soil Assessments, Soil Remediation, Groundwater Remediation, Hydrogeological Studies and Contract Administration.

He has been involved in various field programs such as contaminated soil remediation, drilling supervision, monitoring well installation, and surveying. He also has experience in water well investigations, pump drawdown and recovery investigations. He has been responsible for the field management of a wide range of environmental projects, including soil sampling, groundwater sampling, surface water sampling, gas monitoring, well sampling, and sample analysis...

### SELECTED PROJECT EXPERIENCE

#### IAMGOLD Cote Gold, Geotechnical Investigation near Gogama ON (2017-Current)

**Role:** Project Manager/Client Manager/Community Relations Manager

**Responsibilities:** DST was retained by IAMGOLD Corporation to complete geotechnical drilling, CPT investigations, downhole and surface geophysical investigations and project management services for at the Cote Gold Project. Scope included: Drilling and geotechnical investigation of over 180 boreholes (3000m total), including barge and helicopter supported drilling; over 200 hydrogeological packer and pump tests; Installation and construction of 107 monitoring wells; CPT and sCPT testing, interpretation and reporting; Acoustic downhole televueing; Seismic Refraction Survey over Ice and Land, including line cutting, surveying and staking. Down Hole Seismic testing including interpretation and reporting; Access planning and coordination, including tree harvesting, road and drill pad preparation; Ice road and ice drill pad construction. During project execution DST proudly experienced no reportable injury's or first aid administration. This work demonstrated the ability to deliver solutions in challenging work conditions while maintaining gold standards in health and safety and maintaining project budget and schedule

Mr. Lake was responsible for the overall project management and execution including, staff coordination, client communication, scheduling and health and safety.

#### Inventus Mining Corporation, Pardo Gold Project, River Valley, ON (2017- Current)

**Role:** Project Manager

**Responsibilities:** DST was retained by Inventus Mining Corporation to complete environmental baseline studies and closure plan in support of anticipated advanced exploration. The objective of the baseline studies was to obtain data to support advance exploration permit requirements and ensure successful completion of the permitting process. The work included geochemistry for acid rock drainage and metal leaching, hydrogeology, hydrology, aquatic environment, and terrestrial environment. Mr. Lake was responsible for the overall project management and execution including, staff coordination, client communication, scheduling and health and safety.

#### YEARS OF EXPERIENCE

12 years

#### PROFESSION

Geoscientist

#### AREA OF EXPERTISE

Geosciences  
Contaminated Sites  
Drilling  
Earthworks

#### EDUCATION

2012 B.Sc (Hons) Environmental  
Earth Science, Laurentian  
University

#### PROFESSIONAL ASSOCIATIONS

Professional Geoscientists of Ontario  
since 2017 (License No. 2841)

#### PROFESSIONAL DEVELOPMENT

Assistant Well Technician License-  
MECP  
Radiation Safety & TDG – Portable  
Gauge Users  
Surface Training, NORCAT  
Underground Service Training,  
NORCAT  
ZES Locking and Tagging Core Module,  
NORCAT

### **Design of Environmental Remedial Actions – Neskantaga First Nation, Ontario, Neskantaga First Nation/Matawa First Nations Management (2015 Present)**

**Role:** Project Manager

**Responsibilities:** DST was retained to develop and implement environmental remedial actions at 10 Sites within the community of Neskantaga First Nation. The development of remedial action plans and remediation designs, were completed based on information provided in previous environmental investigations that had been completed at the Sites. Contaminants of concern included diesel fuel, fuel oil, aviation fuel and gasoline in both soil and/or groundwater. In some cases, the source of contamination had been removed, and in other cases the source of contamination was still present. Based on the information provided in previous investigations, prior to the development of remedial action plans, additional site characterization was required. The field program included the advancement of boreholes, some of which were completed as monitoring wells, the advancement of test pits and test holes, with the collection of soil and groundwater samples. In general, soil and groundwater samples were submitted for analysis of metals, PHCs, VOCs, and PAHs. A report summarizing the activities and results completed for all sites was prepared which included a description of field work and methodologies, a summary of tabulated results compared to the appropriate federal and/or provincial guidelines, 3-D conceptual site models for each site which describe receptors and pathways and remediation options. The remediation options were discussed with the client and the community and one was selected. This option, which was the design and construction of an ex-situ landfarming area in conjunction with remedial excavation and in-situ chemical oxidation, has been carried forward and is currently being implemented. Mr. Lake is the primary project manager and client contact for this project.

### **New Gold Inc., Mine Construction Materials Testing, Rainy River Project, Emo, ON (2015-2017)**

**Role:** Field Geoscientist

**Responsibilities:** Mr. Lake was a field Geoscientist and member of on-site field staff that included a mobile CCIL certified laboratory for Quality Assurance testing of soils/aggregate/concrete for a mine development operation. Construction included full tailings dam system, mine infrastructure and buildings, site roads, and ore processing plant network. Duties included review and submission of lab and on-site compaction reports, coordination of report team, data management and database upkeep, process control and flow through, supervision during the installation and monitoring of a mine-wide network of vibrating wire piezometers, inclinometers, and settlement gauges.

### **Wahnapiatae First Nation, in cooperation with its Tahgahiwini Technical & Environmental Services Group (TTESG), Wallbridge Mining – Parkin Offset Project (2016-2017)**

**Role:** Field Supervisor

**Responsibilities:** Mr. Lake was the field Supervisor who provided technical and field support for a hydrogeology baseline study (in progress) for the proposed advanced exploration project. Work consisted of a regional groundwater quality and quantity assessment, as well as field studies and data modelling to evaluate dewatering requirements for proposed open pits. Field work and data collection were coordinated with TTESG and included opportunities for capacity building of community members. Work also included providing technical support to develop and interpret the results of the acid rock drainage and metal leaching (geochemistry) assessment. Mr. Lake was responsible for the overall project management and execution including, staff coordination, client communication, scheduling and health and safety.

### **New Gold Inc., Groundwater Monitoring Program, Rainy River Project, Emo, ON (2016-2018)**

**Role:** Project Manager

**Responsibilities:** Mr. Lake was the project Manager responsible for the overall project management and execution including, staff coordination, client communication, health and safety, groundwater monitoring program at the mine

site, developing project schedule and organizing personnel for the monitoring and sampling of 42 monitoring wells throughout the site.

**Slate Island Coast Guard, Site Environmental Program, Terrace Bay, ON (2016-2018)**

**Role:** Project Manager

**Responsibilities:** Mr. Lake managed the field program and reporting for this multi-disciplinary project which included environmental soil assessment, Marine Evaluation, Structural Evaluation, Environmental Effects Evaluation, Site Specific Risk Assessment, Remedial Options Evaluation and Specification Writing.

**Canada Lands Corporation, Phase III Environmental Site Assessment, Soil and CFB Rockcliffe, Ottawa, ON**

**Role:** Field Geoscientist

**Responsibilities:** Mr. Lake was responsible for site supervision, completion of confirmatory soil sampling, QA/QC and analysis of laboratory results, development of conceptual site models and development of Site figures. Remediation activities which included the removal of contaminated soil from the Site.

**Canada Lands Company (CLC), Phase II ESA Update, Soil and Groundwater Remediation, Filing of Record of Site Condition, Former CFB Rockcliffe, Ottawa, ON (2014-2016, Ongoing)**

**Role:** Geoscientist and Field Supervisor

**Responsibilities:** As the Geoscientist, Mr. Lake conducted the field program, provided contractor supervision and soil and groundwater sampling. Englobe is presently conducting a groundwater quality assessment at the 26 sites following the site restoration. The purpose is to provide site supervision and contract administrative support for the remedial excavation and off-site disposal of approximately 62,000 tonnes of contaminated soil and conduct confirmatory soil sampling for all remedial excavations.

**Phase II ESAs and Groundwater Monitoring at Riding Mt National Park, Mt. Agassiz and Wasagaming Manitoba**

**Role:** Field Geoscientist

**Responsibilities:** Mr. Lake was field geoscientist who completed the groundwater sampling and monitoring at Operations Compound for annual monitoring report, groundwater collection for Phase II ESA at Mount Agassiz former Ski Hill, and groundwater monitoring and well repair for Wasagaming Phase II ESA

**Diesel Fuel and Oil Spills, Various Locations Throughout Northeastern Ontario (2014-Present)**

**Role:** Field Geoscientist, Project Manager

**Responsibilities:** Field Geoscientist who has been part of the emergency spill response team that has been remediating dozens of diesel fuel and engine oil spills, generally caused by transport truck accidents in numerous locations. He is responsible for overseeing the remedial field activities, collecting verification samples, and completing the environmental soil assessment report for these spills for MECP.

**MHPM Project Managers on behalf of Infrastructure Ontario (IO), Phase I and II ESA, Site Decommissioning and Remediation, 14 Bay MTO Garage, Sudbury, ON (2012-2017)**

**Role:** Project Manager

**Responsibilities:** Mr. Lake provided prime consulting services as part of the decommissioning and demolition of a former 14 Bay MTO garage located in Sudbury, Ontario. Englobe completed Phase I and II ESAs, prepared tender specifications for demolition and remediation work which included excavation and in-situ chemical oxidation.

## JENNIFER RAINVILLE C.TECH., EPT

Ms. Rainville is an Environmental Technician with a broad range of technical experience in the environmental consulting industry. Field responsibilities include surveys, investigations, monitoring, contractor supervision, and sample collection. Office responsibilities include sample submissions, the preparation of proposals, data entry and management, the preparation and review of technical reports and tabulating analytical data. Ms. Rainville has been involved in a multitude of environmental projects including groundwater sampling, surface water sampling, soil sampling, Phase I/II Environmental Site Assessments, Class B Environmental Assessments, and natural science studies. Ms. Rainville has completed several projects related to building environments including asbestos and designated substance surveys, mould/water damage investigations and air sampling, asbestos abatement and air sampling, and indoor air quality assessments.

### SELECTED PROJECT EXPERIENCE

#### IAMGOLD Corp., Soil Assessment, Gogama, Ontario (2018)

**Role:** Technician

**Responsibilities:** Technician who conducted the field work for this project. DST, a division of Englobe was retained to complete soil assessment that involved collecting soil samples for analysis of metal content using hand auguring techniques to determine mercury concentrations at the Cote Gold mine site

#### Keith R. Thompson - Fuel Spill and Remediation, Various Locations, Northern Ontario (Ongoing since 2014)

**Role:** Technician, Project Manager

**Responsibilities:** Ms. Rainville is part of the Emergency Spill Response Team that is remediating dozens of diesel fuel and engine oil spills generally caused by transport truck accidents in numerous locations through northeastern Ontario. She is responsible for overseeing the remedial activities, collecting of verification samples, and the completing the environmental soil assessment reports for these spills.

#### Keith R. Thompson - Soil Remediation, Sunridge, Ontario (2019)

**Role:** Technician, Project Manager, Report Author

**Responsibilities:** Ms. Rainville was responsible for the field component that included guiding the remedial excavation and collecting confirmatory soil samples, as well as tabulating data and writing the report. This project involved completing a soil remediation at the location of a diesel spill on Highway 11.

#### Phase I / II Environmental Site Assessments, Val Caron, Ontario (2018-2019)

**Role:** Technician, Project Manager

**Responsibilities:** Ms. Rainville was responsible for contacting agencies and obtaining required information, completing the site assessment, and conducting interviews for the Phase I ESA. For the Phase II ESA portion, she supervised drilling while collecting soil samples, collected groundwater samples and surveyed the well network. She wrote the Phase I/II ESA reports, tabulated all data, and completed AutoCAD drawings.

#### YEARS OF EXPERIENCE

9 years

#### PROFESSION

Environmental Technician

#### AREA OF EXPERTISE

Environmental  
Contaminated Sites

#### EDUCATION

2008 Environmental Technician -  
Protection and Compliance,  
Canadore College

#### PROFESSIONAL DEVELOPMENT

CCIL Certified Concrete Field-Testing  
Technician

Radiation Safety & TDG – Portable  
Gauge Users

WHMIS Training

Emergency Level First Aid, St. John's  
Ambulance

**Phase I/II ESA and Supplemental Phase II ESA, Sudbury, Ontario (2018-2019)**

**Role:** Project Manager

**Responsibilities:** Ms. Rainville completed majority of the field work, tabulated data, authored the report, and completed AutoCAD drawings for the report. DST, a division of Englobe completed an environmental assessment at a former retail fuel outlet property in Hwy 69 South, in support of a real estate transaction. A Phase I, Phase II ESA and Supplemental Phase II ESA were completed at the property to identify all contamination sources and characterize the onsite impacts in the soil and groundwater.

**Phase I and II Environmental Site Assessments, throughout Northeastern Ontario (Ongoing since 2014)**

**Role:** Project Manager

**Responsibilities:** Ms. Rainville has completed environmental work related to countless Phase I ESAs and dozens of Phase II ESAs around northern Ontario. The environmental work included conducting Phase I ESA site reconnaissance; surficial soil and groundwater sampling; borehole drilling supervision/soil sampling; sub slab vapour probe installation and sampling; and, elevation surveys.

**1662389 Ontario Inc., Phase I/II Environmental Site Assessment, Sudbury, Ontario (2014)**

**Role:** Technician

**Responsibilities:** Environmental Technician responsible for writing the Phase I ESA report, along with collecting soil samples and supervising drilling activities, collecting groundwater samples, tabulating analytical results, creating figures, and assisting with the Phase II ESA report. This project involved completing a Phase I ESA, and Phase II ESA to satisfy due diligence requirements in order to facilitate a potential real estate transaction involving the site.

**City of Greater Sudbury, Phase I/II ESAs and Geotechnical Investigation, Sudbury, Ontario (2014)**

**Role:** Technician

**Responsibilities:** Environmental Technician responsible for the Phase I ESA which involved contacting agencies and obtaining required information, completing the site assessment, conducting interviews, and preparing the report. She assisted with the Phase II ESA by supervising drilling while collecting soil samples, collecting surficial soil samples, and collecting groundwater samples.

**City of Greater Sudbury, Environmental Soil Assessment, Sudbury, Ontario (2014)**

**Role:** Technician

**Responsibilities:** Environmental Technician who completed the soil sampling, tabulated the analytical results and wrote the report. This project included collecting soil samples from the final limits of a demolished residential building along with two test pits to confirm whether there was any soil contamination behind, below or within the vicinity of foundation.

**Wagg's Petroleum Equipment Ltd., Environmental Soil Assessment, M'Chigeeng, Ontario (2014)**

**Role:** Technician

**Responsibilities:** Environmental Technician who assisted with soil sampling, tabulated the analytical results, and authored the report. This project included collecting soil samples from the final limits of an underground storage tank removal excavation to confirm whether there was any soil contamination surrounding the tank.

# Appendix C





## **CORPORATE HEALTH AND SAFETY POLICY**

DST Consulting Engineers Inc. (DST) is committed to conducting its activities in a manner that will safeguard and protect the health and safety of our management, supervisors, employees, clients, visitors, the public and the environment.

All levels of management are ultimately responsible for worker health and safety. Management of DST is vitally interested in the health and safety of its employees. Protection of employees from injury or occupational disease is a major continuing objective. DST will make every effort to provide a safe, healthy work environment. All supervisors and workers must be dedicated to the continuing objective of reducing risk of injury. Through active leadership and implementation we will achieve and maintain an accident free workplace. This can and will be done by providing proper equipment, safe work procedures and training to all employees.

Managers and Supervisors will be held accountable for the health and safety of workers under their supervision. Managers and Supervisors are responsible to ensure that machinery and equipment are safe and that workers work in compliance with established safe work practices and procedures.

A commitment from all workers at every level is required to ensure a safe workplace in all areas of our operations. All employees are responsible for achieving and maintaining safety excellence by actively participating in the health and safety management system as well as working in a manner which will safeguard themselves, their fellow workers, the public and the environment.

The company is committed to following recognized industry best practices therefore; workers at all levels shall be aware of, meet and exceed the regulatory requirements related to their work or operations. Every worker will be in compliance with the Occupational Health and Safety Act and applicable policies of the company, our clients and the contractors with whom we interact.

All workers conducting business on behalf of DST are responsible and accountable for following safe work practices, procedures and company rules. DST expects excellence in safety practices, occupational health and environmental performance to be achieved through the support and active participation of all employees. Violations will lead to disciplinary action.

If an unsafe condition exists or when one cannot be corrected, it is everyone's duty to refuse to perform the work or job task. The goal of the company is to provide and maintain a healthy, injury free workplace.

DST managers and health and safety designate(s) shall annually review and revise the components of the health and safety management system for effectiveness and implementation.

A handwritten signature in blue ink, appearing to read 'Maurice Graveline', is written over a horizontal line.

**Maurice Graveline, P. Eng.**  
**President & CEO**

July 21, 2014

**Date**





# **HEALTH & SAFETY PROGRAM**

**DST CONSULTING ENGINEERS INC.**

**DST Consulting Engineers Inc.**  
605 Hewitson Street, Thunder Bay, Ontario P7B 5V5  
Phone: 1-807-623-2929 or 1-800-668-4201 Fax: 1-807-623-1792

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## **CORPORATE HEALTH AND SAFETY POLICY**

DST Consulting Engineers Inc. (DST) is committed to conducting its activities in a manner that will safeguard and protect the health and safety of our management, supervisors, employees, clients, visitors, the public and the environment.

All levels of management are ultimately responsible for worker health and safety. Management of DST is vitally interested in the health and safety of its employees. Protection of employees from injury or occupational disease is a major continuing objective. DST will make every effort to provide a safe, healthy work environment. All supervisors and workers must be dedicated to the continuing objective of reducing risk of injury. Through active leadership and implementation we will achieve and maintain an accident free workplace. This can and will be done by providing proper equipment, safe work procedures and training to all employees.

Managers and Supervisors will be held accountable for the health and safety of workers under their supervision. Managers and Supervisors are responsible to ensure that machinery and equipment are safe and that workers work in compliance with established safe work practices and procedures.

A commitment from all workers at every level is required to ensure a safe workplace in all areas of our operations. All employees are responsible for achieving and maintaining safety excellence by actively participating in the health and safety management system as well as working in a manner which will safeguard themselves, their fellow workers, the public and the environment.

The company is committed to following recognized industry best practices therefore; workers at all levels shall be aware of, meet and exceed the regulatory requirements related to their work or operations. Every worker will be in compliance with the Occupational Health and Safety Act and applicable policies of the company, our clients and the contractors with whom we interact.

All workers conducting business on behalf of DST are responsible and accountable for following safe work practices, procedures and company rules. DST expects excellence in safety practices, occupational health and environmental performance to be achieved through the support and active participation of all employees. Violations will lead to disciplinary action.

If an unsafe condition exists or when one cannot be corrected, it is everyone's duty to refuse to perform the work or job task. The goal of the company is to provide and maintain a healthy, injury free workplace.

DST managers and health and safety designate(s) shall annually review and revise the components of the health and safety management system for effectiveness and implementation.

A handwritten signature in blue ink, appearing to read 'Maurice Graveline', is written over a horizontal line.

**Maurice Graveline, P. Eng.**  
**President & CEO**

July 21, 2014

**Date**

## **1.1 Health and Safety Program**

DST Consulting Engineers Inc. (DST) will manage the health and safety management system in accordance with guidelines and protocols established by the Canadian Centre for Occupational Health and Safety (CCOHS). DST will annually audit our health and safety system to measure its effectiveness and identify its strengths and opportunities for improvement. DST's goal is to continuously improve the health and safety management system.

DST's health and safety management system includes the following thirteen (13) elements:

- Section 1:** Management Involvement and Commitment
- Section 2:** Hazard Assessment and Control
- Section 3:** Safe Work Practices
- Section 4:** Safe Work Procedures
- Section 5:** Company Rules
- Section 6:** Personal Protective Equipment (PPE)
- Section 7:** Preventative Maintenance
- Section 8:** Training and Communication
- Section 9:** Inspections
- Section 10:** Incident/Accident Reporting and Investigation
- Section 11:** Emergency Preparedness
- Section 12:** Records and Statistics
- Section 13:** Legislative and Regulatory Framework

DST reinforces our commitment to:

- Conduct business in a manner that protects the health and safety of all employees, visitors, the public and the environment;
- Meet and exceed legislative requirements;
- Ensure that an efficient, orderly approach is taken to OH&S within our company and this attitude is displayed to all employees;
- Communicate its commitments of health and safety to all employees, visitors and clients;
- Conduct field level risk assessments and job safety analysis to identify and control workplace hazards;
- Conduct regular inspections of equipment and worksites to identify and correct hazardous conditions or unsafe work practices;

- Develop and implement procedures and codes of practice to protect all employees and clients;
- Ensure worker competency supported by the company training programs and documented training;
- Encourage and support reporting of all hazards and incidents;
- Investigate hazards and incidents to determine the immediate and root causes to implement corrective action;
- Provide the required emergency response training and equipment; and,
- Document and retain records to support the health and safety management system.

## 1.2 Communication

The company's health and safety policy will be posted in noticeable locations throughout the offices and other work areas. This policy will also be included in the health and safety program/manual. Copies of the policy will be distributed during orientation, or as required. It will also be discussed at least annually during safety meetings.

## 1.3 Document Control

Document control becomes an important process in all health and safety management systems. All documentation shall be kept for at **least three years**. Staff members have to know who to give a form to after it's filled out and what happens to it throughout its cycle:

- ***Where it starts:*** A form is filled out and given to the supervisor (e.g: inspection form, field level risk assessment form (FLRA) or safety meeting form), and whenever possible corrective actions are taken.
- ***Who to give it to:*** The manager and / or supervisor will review the form including the corrective actions. The manager and / or supervisor may suggest additional corrective actions, will assign a person responsible along with a required completion date.
- ***Where it ends:*** All documentation will be sent / given to the office where the Health and Safety Committee staff will file the completed forms, which is the last part in a form's life cycle.



#### **1.4 Legislative Compliance**

It is the policy of DST to comply with applicable legislation pertaining to worker health and safety. If and when conditions or practices are found to exist in violation of these standards, corrective action is to be initiated as soon as possible or practical.

Recognizing the potential hazards to be found on worksites may help to reduce the frequency and severity of incidents or illnesses. It is policy of DST that all of its employees are well informed of current regulations pertaining to workplace health and safety.

#### **1.5 Third Party Compliance**

Individuals working at a worksite owned and/or managed by DST will be expected to comply with all company policies and government regulations pertaining to accident prevention and safe work practices.

Any person found on-site in violation of policies and regulations shall be requested to comply. If they fail to comply, they shall be requested to vacate the site and a report will be filed.

**A blank copy of a Third Party OH&S Violation Report Template – Form 1 is available for use on the Portal under Health and Safety Information and Resource Centre, under the folder entitled “FORMS”.**

#### **1.6 Guiding Principles**

The below-listed Guiding Principles will be reviewed as part of the new employee orientation process. These Guiding Principles will be discussed on a regular basis during safety meetings. The Guiding Principles will also be posted in noticeable shop and office areas.

##### ***Responsibility***

Safety is the responsibility of all employees, and subcontractors of DST. Each employee must assume the responsibility to take reasonable care in protecting the health and safety of themselves and other workers. They shall cooperate with their employer for the purpose of protecting the health and safety of themselves and other workers. DST will provide a leadership role in the promotion of Safety Awareness and Safe Work Practices for all employees and subcontractors.

### ***Priority***

All activities will be conducted on the basis that safety of all personnel is of vital importance, whether those personnel are employees or subcontractors.

### ***Recognition***

Recognition and support of good safety performance will be provided to all DST employees. As well, the process of selecting employees and subcontractors for work will include recognition of good safety performance.

### ***Improvement***

DST, with the cooperation and involvement of its employees and subcontractors, will promote and develop methods and procedures that will both identify and eliminate hazards, thereby improving safety performance.

### ***Responsibility to Refuse Unsafe Work***

Unsafe work is work that involves an "***imminent danger***". An imminent danger can be:

1. A danger that's not normal for that type of work, or
2. A danger under which a worker in that type of work would not normally do the work.

A worker must refuse work which she or he believes, if reasonable or probable that:

1. It puts her or himself in imminent danger, or
2. It puts another worker at the workplace in imminent danger, or
3. Operation of any tool, equipment, or appliance will cause an imminent danger to themselves or another worker at the worksite.

**A blank copy of DST Refusal to Work Record – Form 2 is available for use on the Portal under Health and Safety Information and Resource Centre, under the folder entitled "FORMS".**

## **1.7 Safety Goals**

Our commitment is to provide and maintain a safe and healthy work environment as indicated by acceptable business practices and compliance with regulatory requirements,

and to strive to eliminate any foreseeable hazards which may result in loss and / or personal injuries / illnesses.

The following are reasonable goals and objectives that DST has set out to achieve:

- Continuous improvement to the Health and Safety management system;
- Compliance with applicable legislation, regulations and standards;
- Provide a healthy and safe working environment for all individuals thereby also contributing to staff morale;
- Develop and encourage “safe behavior” in the workplace;
- Establish and encourage the “safety culture” within the organization;
- Reduce WCB premiums and maximize rebates; and,
- Compliance with all relevant health and safety legislation.

## **1.8 Health and Safety Responsibilities**

DST believes that every employee and visitor has health and safety responsibilities. No matter what your position is in the company, you are still responsible to yourself, your fellow worker, and the environment, to work in a safe manner.

### **1.8.1 Responsibilities of All Employees**

It is the responsibility of all DST employees to:

- Promote workplace health and safety;
- Working safely in accordance with DST health and safety manual, and Occupational Health and Safety Legislation;
- Foster a climate of open communication about health and safety issues;
- Provide information, instruction and supervision to a worker to protect the health and safety of that employee;
- Ensure that equipment, materials and protective devices are provided / maintained in good condition and used as prescribed;
- Periodically review and update the DST health and safety management system;
- Provide the necessary resources to implement, support and enforce the DST health and safety management system;
- Acquaint a worker (or their supervisor) with any hazard in their work;
- Comply with standards limiting exposure of workers to biological, chemical or physical agents;

**SECTION 1: MANAGEMENT INVOLVEMENT AND COMMITMENT**

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- Not knowingly permit persons under age to be in or about the workplace;
- Carry out such training programs for workers, supervisors and committee members as may be prescribed;
- Take every precaution reasonable in the circumstances for the protection of the worker;
- Not participate in, or condone, workplace violence or harassment;
- Provide information to a medical practitioner in a medical emergency; and,
- Establish and maintain a joint health and safety committee, where required.

#### Manager / Supervisor Responsibilities

It is the responsibility of manager / supervisor to ensure a healthy and safe work environment for all employees by:

- Ensuring that employees work in the manner and with the productive devices, measures and procedures required by the Occupational Health and Safety Legislation and applicable regulations;
- Exercising appropriate due diligence;
- Integrating accountability for occupational due diligence into the business infrastructures of DST ;
- Providing information, assistance, and instruction to everyone regarding their health and safety;
- Ensuring that all personnel adhere to federal, provincial, municipal regulations and company policies;
- Ensuring the health and safety of all personnel employed by and / or operating on behalf of the company;
- Knowing and complying with all government regulations, company policies, and safe work practices and procedures;
- Ensuring copies of all applicable regulations and the company health and safety management system elements are readily available;
- Ensuring company policies and procedures are introduced through regularly scheduled meetings, copies provided to all personnel, implemented, administered and enforced;
- Ensuring all near misses, incidents, collisions and / or hazardous conditions are reported, investigated, documented and corrective actions have been taken;
- Ensuring all equipment is properly inspected and maintained and is capable of performing the task it was designed for;

- Administering, reviewing and amending the health and safety management system;
- Supplying all employees with training, both on the job and out sourced, ensuring they are competent to perform their tasks;
- Conducting site inspections on an ongoing basis. These include both formal and informal on-the-job (OJT) training;
- Understand DST standards included in this manual and regularly use them when teaching job methods or when indoctrinating new employees to safe job practices;
- Supplying all employees with the proper equipment and tools to perform the job task properly;
- Never leaving an untrained employee unattended while performing a task for which they have not been adequately trained to complete;
- Ensuring all employees, and visitors have completed a company orientation, are wearing proper PPE, and are following all company and legislative rules and regulations;
- Providing the time and resources required to enable workers to do their work properly;
- Setting a good example by following the rules, policies, and instill health and safety awareness to workers;
- Advising employees of any potential dangers, and how to isolate, prevent, and remove them;
- Ensuring that good housekeeping is maintained, and that housekeeping responsibilities have been applied; and,
- Ensuring that emergency evacuation and medical procedures are posted and understood.

### **1.8.2 Employee Responsibilities**

It is the responsibility of the employee to ensure a healthy and safe working environment by:

- Becoming thoroughly familiar with and actively participating in the health and safety management system;
- Knowing and complying with all government regulations, company policies, and safe work practices and procedures;
- Immediately reporting all near misses, incidents, accidents, collisions, hazardous conditions or unsafe working conditions to the manager / supervisor;

- Properly using, wearing, caring for and understanding the limitations of personal protective equipment or clothing that DST requires to be worn;
- Declining use of any equipment or tool that has not been properly inspected, maintained or is in a condition that will not allow it to perform the task it was designed for;
- Reporting and documenting any deficiencies for appropriate correction;
- Refusing to perform a task, job, or assignment if, on reasonable and probable grounds, they believe exists imminent danger to the health and safety of themselves or fellow workers;
- Never leaving an untrained employee unattended while performing a task for which they have not been adequately trained to complete;
- Attending safety training programs, in order to maintain their competency level;
- Knowing the location, type, and effective operation of emergency equipment;
- Completing the employee's copy of the Workers Compensation Board forms, as soon as physically possible;
- Reviewing and understanding company policies prior to performing any work on behalf of the company;
- Completing a company health and safety orientation prior to performing any work on behalf of the company;
- Taking every reasonable precaution to protect themselves and the safety of others;
- Immediately ceasing unsafe work practices when so directed by a supervisor;
- Operating equipment not to endanger themselves or fellow employees; and,
- Be adequately trained in the job that they are performing.

### **1.8.3 Corporate Health and Safety Administrators Responsibilities**

It is the responsibility of the DST Corporate Health and Safety Officer to promote the health and safety of everyone in the company by:

- Setting a good example by following all health and safety rules, policies, procedures, etc.;
- Ensuring all employees receive guidance towards proper training;
- Addressing all unsafe work conditions;
- Ensuring that the proper safety equipment and personal protective equipment are being used;
- Developing, implementing, maintaining, and reviewing the company's health and safety management system; and,

- Preparing reports and investigating all accidents and incidents within the company; and,
- Performing ongoing inspections.

#### **1.8.4 Visitors and Deliverers Responsibilities**

It is the responsibility of all visitors and deliverers to understand their role in the health and safety management system by the following:

- Checking in at the main office to sign in the visitor sign in / out log book;
- Complete the visitor site orientation with DST designate;
- Staying in the designated areas outlined to them in the site orientation;
- Wearing the required Personal Protective Equipment in the designated areas at all times;
- Not interfering with any employee work activity; and,
- Following instructions of the personal guide at all times while in the office / on site.

***Safety is everyone's responsibility.***

#### **1.9 Management Communication**

DST is committed to ensuring open communication with all of our employees. Every individual will have a clear understanding of the company's commitment to workplace health and safety. DST encourages open communication and participation from all of its employees and visitors regarding the health and safety management system.

On a regular and ongoing basis managers and supervisors shall communicate DST commitment to health and safety. This communication will include a discussion of why safety is important and who it impacts. Managers and supervisors will also reinforce the company's commitment to the health and safety management system on a regular and ongoing basis.

Management will also communicate health and safety related issues through the following:

- Memorandums, emails, bulletins posted on Company portal;
- Ensuring safety meeting schedules are met;
- Posting and distributing safety meeting minutes;
- Providing complete safety orientations for all employees; and,

- Conducting field inspections and providing training to ensure quality assurance.

### **1.10 Program Review**

DST's Corporate Health and Safety Administrator shall annually review and revise the components of the health and safety management system for effectiveness and implementation.

Information will be solicited from managers, supervisors, and employees to determine the effectiveness of each system component and to assist in developing adjustments and corrections.

The review shall include, but will not be limited to:

- Reviewing existing procedures and operations to ensure that current component guidelines are meeting safety needs, and where necessary, making changes or adjustments to the management system and notifying all employees; and,
- Devoting special attention to areas and criteria that demonstrate failure in a system component, or where new procedures, processes or equipment have been implemented.

Following the review, corrective measures shall be taken as needed to re-emphasize or restructure the health and safety management system to perform at optimum effectiveness.

Managers, supervisors, and employees will participate in the development of new or existing procedures.

### **1.11 Health and Safety Management System Audit Protocol**

DST health and safety management system will be evaluated on an ongoing basis to determine the development and effectiveness of the system.

The system will be audited annually against the Alberta Construction Safety Association (ACSA) Auditing standard, by a qualified auditor, i.e., a person that has successfully completed the ACSA Auditor Training program, or equivalent.



## **2.0 HAZARD ASSESSMENT & CONTROL**

### **2.1 Policy**

The company will ensure that:

- Potential hazardous situations are identified;
- The potential causes of the situations are identified;
- Methods of removal or control are identified and implemented;
- All employees are trained in hazard assessing;
- All employees are involved in hazard identification; and,
- All employees are involved in the prioritization of hazards.

### **2.2 Purpose**

The purpose of this policy is to provide and maintain a safe work environment for employees against potential hazards they may encounter in the work place. Through the implementation of a hazard identification and control process, ongoing hazard assessment, prioritization, training and the issuance of proper personnel protective and safety equipment, project personnel will endeavor to identify and address potential hazards on an ongoing basis throughout all of DST's project/site work. The hazard identification and control process was developed to aid in communicating hazards to contractors and their employees working on-site and to establish the necessary control methods.

### **2.3 Field Level Risk Assessments (FLRA)**

A FLRA shall be completed prior to completing work on any site DST is sending staff to work at. All employees will be involved in the identifying and reporting hazards, conducting and / or contributing to FLRA.

During an FLRA, a visual assessment may be done, recorded, and brought up at the next safety meeting.

These assessments can be used to:

- Improve and upgrade work practices / procedures;
- Assist comprehension of project costs; and,
- Ensure that the proper tools and equipment are being used.

### **2.3.1 Purpose of the FLRA**

The main purpose of the FLRA is to ensure each worker evaluates the potential hazards and implements controls prior to commencing their work tasks. A FLRA must be completed prior to every project, and when there are any changes to a task, when a new work process is introduced or whenever there are changes to the environment or people.

### **2.3.2 Requirements**

FLRA are performed:

- When it is the beginning of a new job or a new shift;
- When new workers come on site, when the work changes (i.e. modified plans, substitute equipment is provided, etc.); and/or,
- Whenever work site conditions change (i.e. weather, availability of tools, etc.), whenever there is a change in work tasks or equipment or whenever there is a change in another person's activity on the work site that could pose as a risk to you.

When performing an FLRA, individuals should examine, but are not limited to the following items:

#### ***Workers and People on Site:***

- Are they properly trained?
- Are they wearing proper PPE for the project?
- Do they know the emergency response plan for the project?
- Do they know where emergency equipment is located on the worksite?

#### ***Equipment and Tools on Site:***

- Is the proper equipment on site for the job?
- Are all tools on site in good working condition?
- Does equipment come equipped with proper documentation?
- Are people properly trained in the use of the tools and equipment?
- Is the equipment in the worksite being maintained properly prior to being used?

### ***Site Walk-A-Round***

- Is the worksite clean and organized?
- Is there a proper disposal of waste material?
- Does the worksite have a proper storage area?
- Does the worksite have proper signage?

### **2.3.3 Who Completes the FLRA**

The Project Manager is responsible (through responsible delegation or otherwise) to ensure the FLRA is completed, made readily available to the applicable project staff and is maintained in the project files throughout the entire projects life.

All field personnel must carry and complete the FLRA forms throughout their entire day/shift as required.

**A blank copy of DST’s FLRA Template – Form 3 is available for use on the Portal under Health and Safety Information and Resource Centre, under the subfolder entitled “FORMS”.**

### **2.3.4 What is an FLRA**

It is an assessment conducted on behalf of the worker on his / her specific work task. Every time the task changes or there are changes to the task or a new task is started a new FLRA must be completed. (If room permits you may utilize the same form).

### **2.3.5 Utilizing FLRA Forms**

Each FLRA form has adequate space to list several tasks; however workers may have to carry a few forms depending on the number of tasks to be performed.

### **2.3.6 When to Submit**

The FLRA form(s) must be save in the project files, at the end of the job, along with any associated form(s) and/or other paper work.

### **2.3.7 Guidelines for Completing the FLRA Form**

FLRA forms must be completed immediately prior to and during the course of each task.  
*A Risk Assessment is a continuous process:*

- Identify Jobs;
- List Job Steps;
- Identify Hazards;
- Assess Risks;
- Control Risks; and,
- Resume Work.

### **2.3.8 Benefits of Field Level Risk Assessments**

Each work site is different and employees should not limit themselves to the day to day items. Field level risk assessments should also be pro-active and overlook the obvious.

#### ***For workers***

- Reduced probability of injuries;
- More security for their families;
- Improved morale;
- Opportunity to make work place improvements;
- Opportunity for recognition of increased contribution to the company; and,
- Improved ability to think critically.

#### ***For employers***

- Employee safety and protection;
- Improved work methods and productivity;
- Direct cost savings;
- WCB premium reduction;
- Decreased costs to pass on to customers. A competitive edge;
- Better data to improve company safety;
- Reduction in the “emotional” costs of accident and injury;
- Increased trust and confidence of workers; and,
- Due diligence.

## **2.4 Job Safety Analysis**

A job safety analysis (JSA) is an important accident prevention tool that works by finding hazards and eliminating or minimizing them before the job is performed, and before they have a chance to become accidents.

A JSA can be used for job clarification and hazard awareness, as a guide for a new employee's training, for periodic inspection, as a refresher on jobs that run infrequently as an accident investigation tool and for informing employees of specific job hazards and the protective measure to take.

Set priorities for conducting JSA's. The following are examples of job's requiring a JSA:

- Jobs with a history of many accidents;
- Jobs that have produced disabling injuries;
- Jobs with high potential for disabling injury or death; or,
- New jobs with no accident history.

Once the priority has been determined, and a job has been selected to be analyzed, ask the following:

- What is the job's purpose?
- What has to be done?
- Who will be doing this job?
- What are the tasks / activities involved?
- How are the tasks / activities done?
- When are they done?
- Where are they done?
- What are the hazards they present?

If you are not familiar with a particular job or operation, interview an employee who performs the job routinely. Observing an employee performing the job task (walk through) the operation step-by-step may provide insight into the potential hazards. Videotaping the job is an effective tool as it allows for no error in documenting the process. It can be further reviewed and analyzed at a different period prior to completing the JSA.

**A blank copy of DST's JSA Template – Form 4 is available for use on the Portal under Health and Safety Information and Resource Centre, under the subfolder entitled "FORMS".**

### **2.4.1 Sequence of Basic Job Steps**

Examining a specific job by breaking it down into a series of steps or tasks will enable the observer to discover potential hazards the employees may encounter. Each job or operation will consist of a set of steps or tasks.

#### ***Potential Hazards***

A hazard is a potential danger. The purpose of the JSA is to identify **ALL** the hazards produced by environment, conditions and those involved with the job procedure.

To identify hazards, ask questions about each step:

- a) Is there a danger of the employee striking against, being struck by, or otherwise making injurious contact with an object?
- b) Can the employee be caught in, by, or between objects?
- c) Is there a potential for slipping, tripping or falling?
- d) Could the employee suffer strains from pushing, pulling, lifting, bending or twisting?
- e) Is the environment hazardous to the safety and / or health (toxic gas, vapour, mist, fumes, dust, heat, cold, or radiation)?

Close observation and knowledge of the job task is important. Examine each step carefully to find and identify hazards – actions, conditions, and possibilities that could lead to an accident. Compiling an accurate and complete list of potential hazards will allow development of the recommended **SAFE WORK PROCEDURE** needed to prevent accidents.

#### ***Risk Evaluation***

To quantify the risk: there are two variables involved: **Severity** of injury that the hazard could produce and **probability** the hazard will result in an accident.

**Hazard Priority Ranking (U.S. National Safety Council)**

**Severity:**

1. **Negligible / OK** – *minor injury, requires first aid or less*
2. **Minor** – *non-serious injury, illness, or damage*
3. **Serious** – *severe injury, serious illness, property and equipment damage*
4. **Imminent Danger** – *causes death, occupational illness, loss of facilities*

**Probability:**

- 1 **Extremely remote** – *unlikely to occur*
- 2 **Remote** – *could occur at some point*
- 3 **Reasonably probable** – *likely to occur eventually*
- 4 **Probable** – *likely to occur immediately or soon*

**Risk Ranking Matrix**

<b>Probability Rating</b> ↑	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
		<b>Severity Rating</b> →			

<b>Risk Ranking</b>		
<b>Negligible to Minor</b>	<b>Serious</b>	<b>Critical</b>
<b>2-4</b>	<b>4-6</b>	<b>7-8</b>

Each hazard will be assigned both rankings and corrective actions.

### ***Recommended Action or Procedure***

Based on the risk ranking, decide what actions or procedures are necessary to eliminate or minimize the hazards that could lead to an accident, injury or occupational illness.

Begin by trying:

- Engineering the hazard out;
- Provide guards, safety devices, etc.;
- Provide PPE;
- Provide job instructions training;
- Maintain good housekeeping; and,
- Ensure good ergonomics.

List the recommended safe work procedures. Begin with an action work. Say exactly what needs to be done to correct the hazard, such as, “lift using your leg muscle”. Avoid using general statements such as “be careful”.

List the required or recommended PPE necessary to perform each step of the job. Give a recommended action or procedure for each hazard.

Serious hazards should be corrected immediately. The JSA should then be changed to reflect the new conditions.

Finally, review your information on all three columns for completeness and accuracy. Determine if the recommended action or procedures have been put in place. Re-evaluate the JSA as necessary.

## **2.5 Hazard Prioritization**

Once the hazard rating has been established, the hazardous task, substance and/or condition must be prioritized.

At DST, priority is appointed to the most hazardous tasks, substances and/or conditions. All hazardous tasks, substances and/or conditions are provided a priority score of between 1 and 8.

This is accomplished by adherence to the following matrix when assigning priority.



Hazard Rating	Priority Score
1	8 (Lowest Priority)
2	7
3	6
4	5
5	4
6	3
7	2
8	1 (Highest Priority)

## 2.6 Risk Control

The last step in performing a JSA or FLRA is to establish methods to eliminate or control the hazards identified.

### 2.6.1 Recommended Methods

*Eliminate the hazard.*

*Engineering Controls:* This is always the best way to address a hazard. It could be as easy as placing a barrier around a work area, putting a guard over a moving piece of equipment, even handrails on the side of a catwalk. It could also be having an engineer designing hoisting equipment. Remember, always use safe and proper tools and equipment on the jobsite. If tools or equipment come with equipment protective devices, use them.

*Administration Controls:* If a hazard cannot be controlled by way of engineering controls, due to practicality, or feasibility, then this is the next control. This control is handled, but not limited to the following:

- Company policies
- Job procedures
- Safe work practices
- Training
- Safe work permits
- Safety meetings

*Personal Protective Equipment:* Personal Protective Equipment (PPE) should only be used as a last resort. If this is the only way in controlling a hazard, ensure all employees are trained in the proper use of the equipment being use. It is company policy to always

inspect any PPE prior to use. PPE should also be understood to be the last line of defense against the hazard.

*Corrective Measures:* For each hazard identified there will be at least one control method in place to protect workers and to prevent exposure to the hazard.

***High risk hazards may require more than one control method.***

## **2.7 Risk Assessments Prior to Purchasing Controlled Products**

Prior to purchasing a new controlled product, a risk assessment must be conducted in order to determine safe and appropriate handling and use of the product.

After completion of the risk assessment final approval for purchasing must be determined by management and supervisors.

Once the controlled product has been purchased remember to keep and file the Materials Safety Data Sheet. All new product MSDS documentation must be sent to the health and safety department to update.

## **2.8 Refusal of Unsafe Work**

DST is committed to having an environment where all workers feel safe to work. Under OH&S legislation, employees have the duty to refuse to complete work if the employee believes that the work involves imminent danger (immediate and serious) to themselves or others. DST supports the purpose of this legislation.

The employee is required to report their refusal to work immediately to their immediate supervisor. When the supervisor receives the refusal to work report, the employee, the supervisor, and the health and safety designate shall inspect the work site and take any actions possible to remedy the unsafe condition if it is identified to be present.

If the unsafe work condition may not be remedied, the employee has the right to continue to refuse the work. DST will not assign another employee to perform the work, unless that employee has been informed of the first employee's refusal to perform the work.

If the "perceived" unsafe condition is determined not to pose imminent danger, the employer may complete the investigation report noting same. If the worker disagrees with the conclusion of an investigation, they have the right, and are encouraged by DST to contact a health and safety compliance officer who, upon receiving notice of a worker exercising their right to "refuse unsafe work" will complete an investigation.

Should a worker have a serious onsite safety concern in regards to a client or activities, it must be addressed immediately. The following protocol will be followed:

- The employee will immediately notify their supervisor of the concern, providing details and discussing possible corrective actions;
- The on-site supervisor will obtain information from the employee through the employee filling out a Refusal to Work record<sup>1</sup>;
- The on-site supervisor will determine the best possible solution to the problem; and,
- The supervisor shall consult with the Corporate Health and Safety Officer and management to obtain direction.

DST will abide by all provincial legislation in ensuring a worker's right to refuse unsafe work is upheld and does not compromise the worker's employment with DST.

## **2.9 Inspections and Maintenance**

The purpose of workplace inspections is to identify hazards that could endanger the health or safety of anyone in the workplace. Each inspection should include a careful examination of the workplace to identify actual and potential hazards that can cause injury, illness or damage.

Workplace inspections are an essential part of an overall health and safety program. When effectively carried out, inspections can provide information to:

- Identify hazards;
- Assess hazards;
- Establish controls; and,
- Monitor the effectiveness of controls.

In general, an effective workplace inspection will:

- Identify and record potential and actual hazards;
- Identify any hazards which require immediate attention;

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<sup>1</sup> A blank copy of DST Refusal to Work Record – Form 2 is available for use on the Portal under Health and Safety Information and Resource Centre, under the folder entitled "FORMS".

- Ensure that existing health and safety standards and procedures are being met;
- Ensure that existing controls are operative and sufficient;
- Ensure that the established health and safety program is in full use by everyone in the workplace;
- Assist the JHSC to make recommendations to the employer; and,
- Recommend immediate corrective action where appropriate.

To ensure worker safety, all vehicles and equipment will be maintained in accordance with regulatory requirements, manufacturer's specifications and / or industry best practices. Management, supervisors and workers will all participate in inspections, which will be used to observe and identify potentially hazardous situations and work practices.

***All inspections will be documented on the appropriate forms.***

Workplace observations will be conducted by everyone in the company. Employees will inspect each work location prior to beginning work to identify any unusual hazards associated with the site. In order to minimize risk associated with DST operations the company will conduct planned inspections of its equipment and operations.

### **2.9.1 Procedures for Office H&S Inspections**

The inspections will be conducted once a month using a prescribed checklist. The form should describe any potential / actual hazard the inspector observes with a clear description of the hazard and the exact location.

**A blank copy of DST's Office H&S Inspection Template – Form 5 is available for use on the Portal under Health and Safety Information and Resource Centre, under the subfolder entitled "FORMS".**

If an immediate safety hazard is noted, prompt action to control it should be taken. This could involve the inspector rectifying the situation where possible, or shutting down of equipment. The supervisor, office manager and / or JHSC should be notified immediately.

The completed inspection form will be submitted to the appropriate Sector Manager (via the JHSC where applicable) with recommendations, if required. Where recommendations are made, the Sector Manager will respond within 21 days. If approved, a timetable will be set with follow up reports on the implementation of the recommendations.

All inspections are to be posted to the H&S bulletin boards, posted to the portal, and H&S files for each branch.

### **2.9.2 Procedures for Site H&S Inspections**

The inspection of DST work sites will be conducted at least once every three months using a prescribed checklist. The form should describe any potential / actual hazard the inspector observes with a clear description of the hazard and the exact location.

**A blank copy of DST's Site H&S Inspection Template – Form 6 is available for use on the Portal under Health and Safety Information and Resource Centre, under the subfolder entitled "FORMS".**

If an immediate safety hazard is noted, prompt action to control it should be taken. This could involve the inspector rectifying the situation where possible, or shutting down of equipment. The supervisor, office manager and / or JHSC should be notified immediately.

The completed inspection form will be submitted to the appropriate Sector Manager (via the JHSC where applicable) with recommendations, if required. Where recommendations are made, the Sector Manager will respond within 21 days. If approved, a timetable will be set with follow up reports on the implementation of the recommendations.

### **3.0 SAFE WORK PRACTICES (SWPs)**

#### **3.1 Policy**

DST ensures that:

- Guidelines and general safety principles are provided for everyday field activities; and,
- Supervisors and employees adhere to the Safe Work Practices.

#### **3.2 Purpose**

To ensure that DST staff work within conditions that are safe, DST develops Safe Work Practices (SWPs). SWPs are ways of controlling hazards and doing jobs in a way that minimizes the risk to people and property.

SWPs are made available to project staff as an essential part of the health and safety program. The current documentations should not be considered to be all-inclusive and employees should ensure that safe work is an integral part of their everyday activities. SWPs are also used in this program and contain standards adopted by DST. DST has SWPs for the following:

- Asphalt;
- Cell phone usage;
- Chain saw safety;
- Compressed gases;
- Drilling procedures;
- Driving;
- Emergency procedures;
- Environmental policy;
- Equipment safety;
- Fall protection;
- Fatigue management;
- First aid;
- Hazard assessment;
- Hazardous materials management;
- Hydrogen sulphide (H<sub>2</sub>S);
- Manual lifting and carrying;
- Office safety;

- Outdoor work;
- Oxygen, acetylene, welding;
- Portable ladders, stairs, and scaffolding;
- Power and hand tool use;
- Respiratory protection;
- Shop and lab safety;
- Slips, trips, and falls;
- Stockpiles;
- Substance abuse;
- Tools and equipment;
- Violence; and,
- Working alone.

**A copy of each of the above-listed SWPs are available for use on the Portal under Health and Safety Information and Resource Centre, under the subfolder entitled “Safe Work Practices (SWPs)”.**

These safe work practices have been developed and will be maintained with input from employees. All employees will be trained in their specific safe work practice and must follow them at all times.

## **4.0 SAFE JOB PROCEDURES (SJPs)**

### **4.1 Policy**

DST ensures that our Safe Job Procedures include:

- Regulatory requirements;
- PPE requirements;
- Training requirements;
- Responsibilities of each person involved in the job;
- Step-by-step instructions to complete the work safely;
- Permits required; and,
- Emergency procedures.

### **4.2 Purpose**

A SJP is a written, specific step-by-step description of how to complete a job safely and efficiently from start to finish.

SJPs are health and safety guidance documents that have been developed to provide direction to field personnel when specific physical hazards, hazardous conditions or hazardous operations are encountered.

SJPs have been written to assure compliance with provincial and federal regulations to establish safe working protocols for DST.

The company will ensure that SJPs include:

- Regulatory requirements;
- Personal protective equipment requirements;
- Training requirements;
- Responsibilities of each person involved in the job;
- A specific sequence of steps to follow to complete the work safely;
- Permits required; and,
- Emergency procedures.

**SJPs are available for use on the Portal under Health and Safety Information and Resource Centre, under the subfolder entitled “Safe Job Procedures (SJPs)”.**



### **4.3 Application**

Because SJPs provide direct, applicable field safety guidance, they are used to supplement DST's JSAs documents, SWPs, SJPs, and or Client health and safety plans.

All SJPs will be reviewed on an annual basis and revised or updated as required.

## **5.0 COMPANY RULES**

### **5.1 Policy**

DST will not tolerate any DST staff who through the course of their work fails to comply with the elements of this Health and Safety Program.

### **5.2 Purpose**

The purpose of this policy is to provide a general set of rules and requirements as well as a mechanism for disciplinary action for failure to follow these rules or any of the other health and safety operating procedures.

### **5.3 Developing Rules**

DST understands rules and work procedures affect everyone involved in the company. The company encourages open communication and input from everyone towards developing new rules and procedures and improving existing ones. This cooperation will help promote compliance.

### **5.4 Maintaining Rules**

DST will review and update rules to ensure they remain current with company operations and regulatory requirements. Reviews will be conducted when operations or regulatory requirements change. Reviews will also be conducted when rules are not being followed.

### **5.5 Communicating Safety Rules**

DST ensures communication of company safety rules with all levels of employees and visitors by the following:

- Reviewing and discussing rules and work procedures during safety orientations and safety meetings;
- Postings on bulletin boards; and,
- Continued discussion with all individuals in the company.

## 5.6 General Safety Rules

The purpose of these general rules is to provide company standards and rules for employees working at DST worksites and operations. All employees must comply with the general rules set out by DST and government legislation as a minimum.

- Do not use or be in possession of alcohol or illegal drugs on company premises, or on any company job-site;
- Do not fight or participate in horseplay, practical jokes or otherwise interfere with another worker's safety;
- Theft, vandalism, or any other abuse or misuse of company property is prohibited;
- All unsafe acts and conditions, including "near miss" incidents must be reported to the immediate supervisor, immediately;
- All incidents that result in damage or personal injury are to be reported to the immediate supervisor;
- First aid treatment is to be obtained promptly for any injury and documented properly;
- Appropriate PPE is to be worn at all times on work sites;
- All work shall be carried out in accordance with appropriate safe work procedures and your supervisor's direction;
- Only those tools that are in good repair, with all guards and safety devices in place, shall be used;
- Vehicles shall be operated in accordance with regulatory requirements and will be operated in a safe courteous manner and keeping with principles of defensive driving;
- Only authorized DST employees shall operate company vehicles and be in possession of a valid operator's license for the size, class, and requirement for the operation of that vehicle;
- Inform your manager / supervisor immediately of any equipment that is not in proper working condition;
- The company encourages and insists that all employees practice good housekeeping, as part of their regular duties to ensure an efficient, healthy and safe work site;
- If you observe any company operation or acts of others to be unsafe, report them to the supervisor on site. All discussions will be kept confidential; and,
- When lifting, keep your back straight and lift with your legs. Ask for assistance or use a mechanical device when an object is too heavy for one person to lift or move. Do not attempt to lift or move objects that may normally be too heavy for one person to handle.

### **5.7 Housekeeping Rules**

At DST housekeeping is the responsibility of everyone working at DST. Everyone is responsible to:

- Designate time before the end of the workday to conduct a final clean up;
- Ensure good housekeeping to minimize hazards during work and completion of a job;
- Properly discard garbage in designated and / or approved locations;
- Return tools and equipment to their appropriate storage areas upon completing a job;
- Keep work areas, stairs and walkways free of stored materials, debris, slipping hazards and equipment;
- Clean up spills and dispose of hazardous materials properly;
- Empty refuse containers on a daily basis; and,
- Keep outside shop and storage areas clean and orderly.

### **5.8 Facial Hair**

Facial hair may interfere with the effective sealing of respiratory equipment, for health and safety reasons facial hair (excluding a small trimmed moustache) is not permitted for any employee who does or may work in an area where a toxic or oxygen deficient atmosphere may exist.

### **5.9 Smoking**

DST is designated as a no smoking area which also includes all DST vehicles (as per local bylaws). Smoking is only designated in the designated smoking areas set out by DST and clients / customers of DST. "No Smoking" signs must be obeyed, smoking is only permitted in designated smoking areas. All hazardous areas are designated "No Smoking."

### **5.10 Drugs and Alcohol**

No alcoholic beverages or non-prescription drugs which may impair the ability to work safely are permitted on any worksite. Immediate dismissal off the worksite will occur if any employee is found to be impaired on a worksite.

### **5.11 Horseplay and Practical Joking**

No workers shall be permitted to engage in horseplay, scuffling, fighting, practical joking, unnecessary running, jumping or similar unsafe behaviour at work. This policy applies

while employees are on location, in a yard, in company vehicles, or otherwise engaged in company business.

### **5.12 Behaviour Control**

Managers / supervisors must be aware of the importance of setting a good example to the rest of the workers. When an unsafe act and behaviour is observed the supervisor must take the time to stop the work and instruct the worker in a proper way to perform the job or task. The supervisor will check back with the worker following the instruction to ensure that the worker has correctly understood and responded. By monitoring the employee's behaviour through observation and acting immediately on improvements required, the supervisor can correct inadequate or unsafe acts and thereby reduce the potential for incidents.

### **5.13 Warning Signs**

Where applicable, warning signs are posted throughout the work site and property in order to warn workers of any potential danger or provide instruction. Please respect them and do not destroy or deface them. To comply with provincial OH&S regulations and ensure that all employees and visitors are made aware of requirements, hazards and restrictions of each area onsite, consistent signs will be provided.

### **5.14 Exits**

Access to all exits, fire protection and safety equipment must be kept clear at all times. Do not leave material in front of exits. Exit doors shall be identified so that they can be distinguished from the wall.

### **5.15 Lighting**

Lighting will be provided in our buildings which will comply with the Canadian Electrical Code, Part 1 and the Electrical Protection Act. The brightness (intensity) of lighting should be determined by the type of work being performed and the hazards which may be encountered. Generally, lighting shall be provided in each of the work areas and evacuation routes.

### **5.16 Site Specific Regulations**

In some cases site specific precautions may be required in addition to the rules and guidelines DST has adopted. These precautions should they be required, must be in written form and must be followed. Additionally, there may be times when the client safety

procedures are equal to or are more stringent than those defined by DST. In this case the client's safety procedures may be used.

### **5.17 Legislative Compliance**

Health and safety legislation is designed to protect employees, the public and the environment. Compliance with legislation helps prevent personal injuries, fines and legal actions. Regulatory requirements include all acts, regulations, policies, practices and procedures administered by governments and their agencies. Using these codes and standards, programs and documents have been developed for internal use to promote worker health and safety.

DST work is governed by a variety of internal company and regulatory agency requirements, some of which are listed below:

- Occupational Health and Safety Legislation;
- Workplace Hazardous Materials Information System (WHMIS);
- Transportation of Dangerous Goods Act and regulations (TDG);
- Highway Traffic Act;
- Industry recommended practices;
- Building Code of Canada;
- Canada Labour Code, Part 2;
- Canadian Electrical Code;
- DST emergency response plan (ERP); and,
- DST corporate health and safety management system.

### **5.18 Company Rules Enforcement Procedure**

1<sup>st</sup> Offence: Verbal warning, letter in personnel file

2<sup>nd</sup> Offence: Written warning, letter in personnel file, and 3 day suspension, without pay

3<sup>rd</sup> Offence: Termination

## **6.0 PERSONAL PROTECTIVE EQUIPMENT (PPE) POLICY**

### **6.1 Policy**

DST's Policy is to provide all staff with the personal protective equipment (PPE) that is necessary to complete the work they are assigned.

### **6.2 Purpose**

DST staff and visitors are required to follow and adhere to minimum levels of PPE requirements established by DST and/or the client contractor when conducting work or site related activities. PPE provides an additional degree of protection from injury and must be worn at all times by all persons in the workplace. All PPE used shall conform to OH&S Legislation and relevant Safety Standards. It is the fifth and last means of protecting workers from injury and ill health by providing minimum requirements for the use of PPE.

### **6.3 Employer Responsibility**

As an employer, DST is responsible to ensure that:

- enforce that the minimum required PPE is used and all other equipment supplied meets the requirements of OH & S regulations and CSA standards;
- all PPE used will be maintained in accordance with manufacturer's instructions and specifications and will not be modified or changed in any way;
- all PPE that is of questionable reliability, damaged, or in need of service or repair will be removed from service immediately;
- all PPE supplied by DST will be in good condition and maintained according to manufacturer's instructions;
- inspection and service logs/records will be kept up-to-date; and,
- additional PPE provided will include instructions of how to use, wear, removal and cleaning or disposal procedures for specialized equipment.

### **6.4 Employee Responsibility**

As an employee, DST staff are responsible to:

- supply CSA standard steel toed boots;
- inspect all PPE whether it is through DST or a sub-contractor or client;
- maintain all PPE according to manufacturer's instructions and specifications;

SECTION 6: PERSONAL PROTECTIVE EQUIPMENT (PPE)

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- any PPE that is of questionable reliability, damaged, or in need of service or repair will be removed from service immediately;
- Sign out all company and/or client contractor-issued PPE using sign out procedure forms if required;
- comply with PPE requirements; no piece of PPE will be modified or changed contrary to its manufacturer's instructions or specifications or OH&S legislation; and,
- use proper donning, wearing, removal and cleaning or disposal procedures set out by management.

***\* The safety information in this policy does not take precedence over applicable government legislation, with which all employees should be familiar.***

## **6.5 Personal Protective Equipment (PPE)**

### **6.5.1 Element**

PPE is the last means of protecting workers from injury. PPE is only employed when administrative and engineering controls are ineffective or insufficient. Hazards are minimized by ensuring that all jobs are well planned, workers are properly trained in Standard Job Practices and safe job procedures are followed.

### **6.5.2 Categories of Personal Protective Equipment (PPE)**

**Basic:** is the PPE that meets CSA standards and should be worn at all times by all personnel in the work place.

**Specialized:** covers PPE which meets CSA standards and used only for specific jobs or for protection from specific hazards.

Basic PPE includes:

- hard hats;
- steel toed boots – CSA approved;
- safety glasses; and,
- hearing protection.

**Specialized PPE includes:**

- safety gloves;
- respiratory protective equipment;



- dust masks;
- harness and safety lines;
- safety vests;
- coveralls; and,
- other specialized PPE as designated by management.

## **6.6 Responsibilities**

DST Consulting Engineers Inc. is responsible for the personal protective equipment program, including:

- coordinate the program;
- review client site safety during site inspections to ensure proper PPE is specified and used; and,
- review the program annually.

DST Consulting Engineers Inc. employees are responsible for finding out what the minimum PPE requirements are either by questioning the site supervisor or by attending the site orientation. DST Consulting Engineers Inc. Management and/or supervisor will also ensure that employees have been instructed in the proper donning, wearing, removal and cleaning or disposal procedures for such equipment, and that the worker has understood the instructions. DST Consulting Engineers Inc. Management or the site supervisor will provide additional instructions, as needed.

## **6.7 Requirements, Standards and Program Elements**

DST Consulting Engineers Inc. employees will only use additional PPE when supplied by DST Consulting Engineers Inc. and/or the client contractor, and instructed on the proper procedures and use, meeting the requirements of this policy.

## **6.8 Personal Protective Equipment**

Personal protective equipment required by the employee to supply at a minimum includes steel-toed boots (CSA approved; non-suede material,).

## **6.9 In-Use Monitoring**

Employees must report any problems with their PPE to DST Consulting Engineers Inc. They should also be encouraged to look for difficulties their co-workers may be having. Such conditions may include:

- degradation of PPE;
- odours or irritation;
- discomfort;
- breathing difficulties;
- unusual residues on PPE;
- interference with vision or communication; and
- signs or symptoms of heat or cold stress or chemical related illness.

### **6.10 Donning and Doffing Procedures**

Donning PPE will be in accordance with instruction given during the various training courses. Some important items to remember include:

- sleeves of outer coveralls are taped to gloves;
- legs of outer coveralls are taped to boots;
- respirators are donned after body protection;
- hoods are placed over respirator straps; and,
- always perform field positive/negative fit check to ensure face to mask seal.

Doffing procedures will generally proceed as follows:

- outer boots are removed and discarded;
- outer gloves are removed and discarded;
- SCBA is removed;
- protective coveralls are removed and discarded;
- respirator is removed; and
- inner gloves are removed and discarded.

### **6.11 Safety Footwear General Information**

Safety footwear is designed to protect against foot hazards in the workplace. Safety footwear protects against compression, puncture injuries, and impact.

Safety footwear is divided into three grades, which are indicated by colored tags and symbols:

- The tag color tells the amount of resistance the toe will supply to different weights dropped from different heights.

SECTION 6: PERSONAL PROTECTIVE EQUIPMENT (PPE)

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- The symbol indicates the strength of the sole. For example, a triangle means a puncture resistant sole able to withstand 135 kg (300 ft. lbs) of pressure without being punctured by a 5 cm (2 inch) nail.

DST Consulting Engineers Inc. employees working in construction are required only to wear the **green triangle** grade of footwear, which also gives ankle support unless otherwise stated by the client contractor.

Your choice of protective footwear should always overprotect, not under protect.

**Do:**

- Choose footwear according to the job hazard and approved standards;
- Lace up boot and tie laces securely (boots do not protect if they are a tripping hazard or fall off);
- Use a protective boot dressing to help the boot last longer and provide greater water resistance (wet boots conduct current); and
- Choose a high-cut boot to provide ankle support (fewer injuries).

**Do Not:**

- Wear defective safety footwear (i.e., exposed steel toe caps);
- Under protect your feet; or
- Modify safety footwear.

For more information, look at:

- CSA Standard "Protective Footwear"

### 6.12 Safety Eyewear General Information

Safety Eyewear is designed to protect the worker from such hazards as:

- Flying objects and particles
- Splashing liquids

There are two types of PPE:

1. **"basic eye protection"** includes:

- Eye cup goggles or Monoframe goggles and spectacles with or without side shields

2. **"face protection"** includes:

- Chemical and impact resistant (plastic) face shields
- Filter plates and lenses

***\* Hardened glass prescription lens and sport glasses are not an acceptable substitute for proper, required industrial safety eye protection.***

Comfort and fit are very important in the selection of safety eye wear. Lens coatings, venting or fittings may be needed to prevent fogging.

Basic eye protection should be worn with face shields. **Face shields** alone often are not enough to fully protect the eyes from work hazards. When eye and face protection is required, advice from specialists, information on Material Safety Data Sheets (MSDS) for various chemicals, or your supplier will help you select such protection.

**Do:**

- Ensure your eye protection fits properly (close to the face);
- Clean safety glasses daily, more often if needed;
- Store safety glasses in a safe, clean, dry place when not in use; and
- Replace pitted, scratched, bent and poorly fitted PPE. (Damaged face/eye protection interferes with vision and will not provide the protection it is designed to deliver.)

**Do Not:**

- Modify eye/face protection; or
- Use eye/face protection that does not have a proper certification. (Various markings or the safety stamp for safety glasses are usually on the frame inside the temple near the hinges of the glasses.)

For more information, refer to:

- British Columbia's Occupational Health and Safety Regulation
- Standards for "Industrial Eye and Face Protectors"

### 6.13 Safety Headwear General Information

Safety headwear is designed to protect the head from impact from falling objects, bumps, splashes from chemicals or harmful substances, and contact with energized objects and equipment.

DST Consulting Engineers Inc. recommended type of protective headwear is a hard hat that has the required "dielectric strength." There are many designs, but they all must meet CSA requirements for Class G (General Usage) and Class E (Electrical trades).

Most head protection is made up of two parts:

- The shell (light and rigid to deflect blows)
- The suspension (to absorb and distribute the energy of the blow)

Both parts of the headwear must be compatible and maintained according to manufacturer's instructions. If attachments are used with headwear, they must be designed specifically for use with the specific headwear used. Bump caps or laceration hats are not considered safety helmets.

#### 6.13.1 Inspection and Maintenance

Proper care is required for headgear to perform efficiently. Its service life is affected by many factors including temperature, chemicals, sunlight and ultraviolet radiation (welding). The usual maintenance for headgear is simply washing with a mild detergent and rinsing thoroughly.

#### Do:

- Replace headgear that is pitted, holed, cracked or brittle;
- Replace headgear that has been subjected to a blow even though damage cannot be seen;
- Remove from service any headgear if its serviceability is in doubt;
- Replace headgear and components according to manufacturer's instructions; and
- Consult applicable legislation or your supplier for information on headgear.

#### Do Not:

- Drill, remove peaks, or alter the shell or suspension in any way;
- Use solvents or paints on the shell (makes shell "break down");
- Put chin straps over the brims of certain classes of headgear;

- Use any liner that contains metal or conductive material; or
- Carry anything in the hard hat while wearing the hard hat.

For more information, look at:

- CSA Standard "Industrial Protective Headwear"
- ANSI Standard

#### **6.14 Protective Clothing General Information**

Protective Clothing is a form of PPE that is used to give an additional layer of protection from various hazards as well reduces contamination of the worker's body. The type of protective clothing required depends on the specific job. In asbestos abatement work protective clothing usually consists of disposable, impermeable coveralls, foot coverings, gloves and head coverings. Examples of other job specific protective clothing may be fire-proof coveralls, gloves designed for handling chemicals, or high visibility vests.

##### **Do:**

- Dispose of protective clothing before leaving containment;
- Ensure that protective clothing is appropriate to the task at hand; and
- Check protective clothing regularly and replace any questionable materials.

##### **Do Not:**

- Use street clothes, shoes, T-shirts as protection from asbestos fibres; and
- Use damaged protective clothing.

For more information, look at:

- *"Safe Handling of Asbestos, A Manual of Standard Practices"*, 2006.

**\* For further information on any and all PPE refer to the appropriate current Occupational Health and Safety Legislation or Standards.**

#### **6.15 Respiratory Protection Equipment**

##### **6.15.1 General Information**

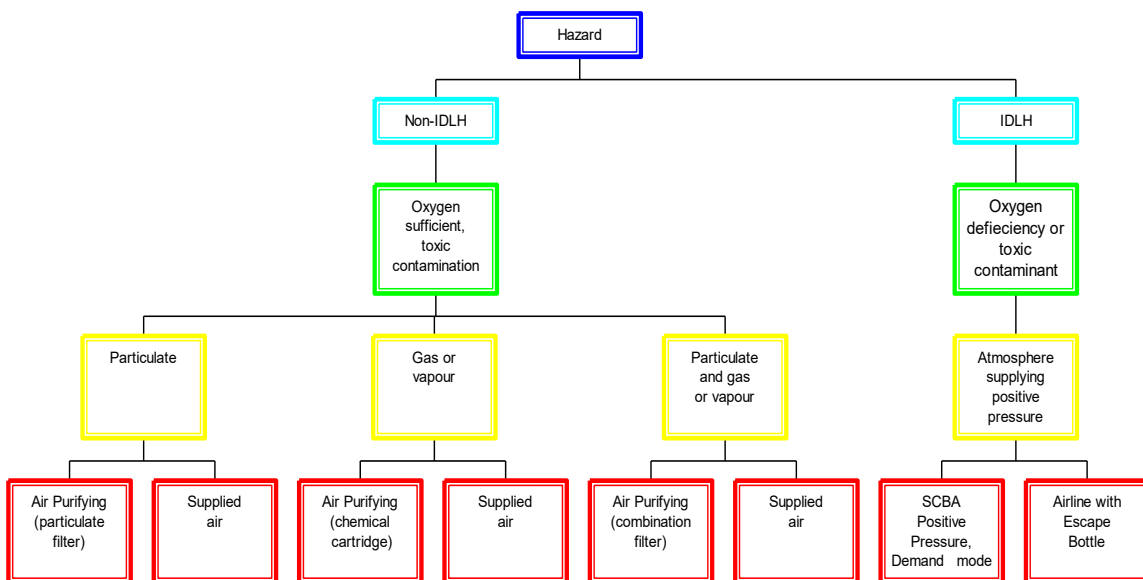
When engineering controls are not feasible, workers must use appropriate respirators to protect against adverse health effects caused by breathing air contaminated with harmful

dusts, fogs, fumes, mists, gases, smokes, sprays, or vapours. There are two types of respirators that are used determined by the wearer receives clean air:

- Air-Purifying Respirators; and,
- Air Supplied Respirators.

Respirators generally cover the nose and mouth or the entire face or head and help prevent illness and injury. Employees must be fit-tested for any respirator that he/she will be wearing and documentation of the fit-test will be kept the employees file.

**RPE Selection Chart**



\*IDLH-Immediately Dangerous to Health and Life

It is required that the wearer routinely check their respirator for any flaws that could lesson the efficiency of the respirator before use.

It is also required that wearer perform both a negative and positive fit check prior to the use of a respirator.

For more information, look at:

- “Safe Handling of Asbestos, A Manual of Standard Practices”, 2012;
- CSA Standard "Compressed Breathing Air and Systems"; and/or,
- CSA Standard “Use and Care of Respirators”.

## **6.16 Respiratory Protection**

### **6.16.1 Objective**

To protect against airborne hazardous substances by using air purifying respirators and self-contained breathing apparatus.

### **6.16.2 Description of Issue**

An approach to respiratory protection is to clean the air before it is inhaled into the lungs. Respiratory protective equipment can be used for protection against contaminants in air. However, it should only be used if other hazard control methods are not practical or possible under the circumstances.

Well designed and maintained engineering controls are preferred methods of eliminating or reducing exposure to airborne hazardous substances. These control methods include mechanical ventilation; enclosure or isolation of hazardous substances; and process modifications including the substitution of less hazardous materials where possible. Administrative controls may be used in addition to engineering controls. These control measures include reduced work times in the contaminated areas; good housekeeping for dust removal on the floor; and wet methods for minimization of airborne dust.

As with any item of personal protective equipment, respirators are the last line of defense. If there is no other way to control a hazard, then respiratory protective equipment is used to control the risk of injury to the employee. To effectively control the hazards, employees must wear and use the appropriate respiratory protective equipment correctly.

### **6.16.3 Training Requirements**

Upon assignment to an area requiring respirators workers will be instructed in the:

- extent of airborne contaminant exposures, the potential health effects, and warning properties of the contaminants;
- reasons for selecting a particular respirator, its capabilities and its limitations and an explanation of how it provides protection – by filtering the air, absorbing the gas or vapour, or providing clean air from an uncontaminated source;
- procedures on how to put on, wear and remove the respirator, and perform a user seal check;
- procedures for inspection, maintenance and storage of respirators;
- procedures for cleaning and sanitizing respirators;
- instructions on handling emergency situations;



- general requirements of the occupational health and safety legislation regarding respiratory protection; and
- the code of practice for respiratory protective equipment at the place of work.

Retraining or refresher training will be given:

- annually
- when changes in the workplace conditions or the type of respirator used make the previous training obsolete
- inadequacies in the employee's knowledge are identified

Training Records will be retained in the individual's files.

### **6.17 Responsibilities**

#### ***Management***

- Identify and evaluate hazards to determine whether respiratory protective equipment is required;
- Make the appropriate respiratory protective equipment available to employees;
- Ensure that employees who are required to wear a respirator are provided the training in respiratory hazards and selection use and care of respirators; and
- Inspect respirators and monitor work practices to ensure respirators are used and maintained properly.

#### ***Employees who are required to wear a respirator***

- Take training in respiratory hazards and selection use and care of respirators, limitations of the respirator and instruction in the inspection and maintenance of respirators;
- Must be fit tested annually<sup>2</sup> and must be clean shaven in order to be fit tested;
- Use the appropriate respiratory protective equipment when required; and
- Report any equipment defect to their immediate manager.

### **6.18 Hazard Identification and Evaluation**

DST Consulting Engineers Inc. is responsible for identifying the need for respiratory protective equipment and determining which type to use based on the following factors:

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<sup>2</sup> A blank copy of RP Fit Testing Record – Form 7 is available for use on the Portal under Health and Safety Information and Resource Centre, under the folder entitled “FORMS”.

- Nature of the work and characteristics of the hazardous operation or process;
- Health effects of the airborne contaminant (irritating to eyes, absorbed through the skin, carcinogenic, potentially lethal, acute or chronic health impacts);
- Air sampling and analysis;
- Duration of exposure; and/or,
- Physical characteristics, functional capabilities and limitation of various types of respiratory protective equipment; and Interaction with other protective equipment.

## **6.19 NIOSH Approved Respirators**

### **6.19.1 Selection**

Use air purifying respirators when chemical or particle contamination is present and there is no oxygen deficiency. The respirator must be designed to protect against the type and concentration level of the airborne contaminant.

### **6.19.2 Use**

1. Employees using respirators are required to be clean shaven where the face piece seals to the skin to ensure a good seal.
2. Employees who are required to wear a respirator must have the training in the nature of respiratory hazards, selection, use and care of respirators, limitations of the respirator and instruction in the inspection and maintenance of respirators.
3. Employees who are required to wear a respirator must be fit tested every year or as circumstances dictate (i.e. after significant weight loss or gain in the facial area) to ensure the respirator provides an effective fit and seal.

### **6.19.3 Care**

1. Follow the manufacturer's instructions
2. Keep respirators clean and in a sanitary condition
3. Inspect respirators before and after each use
4. Store in a manner that protects the respirator from damage

## **6.20 Health Surveillance**

Depending on the type of work a DST employee completes, they may need to undergo a health assessment. If the worker's requires a health assessment and monitoring, the health assessment and monitoring must be conducted by a qualified physician.

Where appropriate, DST has made arrangements with a medical services group to perform the health assessments for all employees. All workers are made aware of the relationship with the medical services.

A worker may refuse a health assessment. If so, the worker must provide to DST a written statement declaring the refusal.

## **6.21 Program Administration and Auditing**

This respiratory protection policy and associated elements will be reviewed on an annual basis with the health and safety manual and revised or updated as required.

**In addition, employee fit testing will be performed on an annual basis in conjunction with the employee's annual review.**

## **6.22 Noise Protection Equipment**

Wearing earplugs or earmuffs can help prevent damage to hearing. Exposure to high noise levels can cause irreversible hearing loss or impairment as well as physical and psychological stress and therefore it is important that noise protection be taken very seriously.

DST Consulting Engineers Inc. and/or the client contractor must ensure that:

- All reasonably practicable measures used to reduce the noise to which workers are exposed
- The site design is constructed in a way that the continuous noise levels generated are not more than 85dBA

There are many different types of hearing protection that are available. The different forms of hearing protection may be job specific.

Types of Protection available are:

- Disposable foam earplugs (one size, self-adjusting)
- Flanged foam plugs (one size, non-adjustable)
- Soft plastic flanged plugs (sizes available)

- Banded plugs
- Custom made molded ear plugs
- Earmuffs
- Cap-attached earmuffs
- Communication earmuffs

**Do:**

- Dispose of plugs as required or at the end of a shift
- Replace cushions within the earmuffs if they are worn or damaged
- Keep the cushions inside earmuffs clean
- Ensure ear protection chosen is appropriate to the job at hand

**Do Not:**

- Put dirty plugs into ears (one time/one use)
- Use ear plugs that have an improper fitting
- Pull plugs out quickly, remove slowly with a twisting motion

For more information, look at:

- CSA Standard "Hearing Protection Devices"

## **7.0 PREVENTATIVE MAINTENANCE POLICY**

### **7.1 Policy**

It is the policy of DST to ensure that all tools and equipment used on and off the job site are in condition that will maximize the safety of all personnel. Proper maintenance of equipment is a vital part of a health and safety program.

All work site activities that involves people working with tools and equipment must adhere to these policies and procedures. In addition to ensuring that employees use the tools and equipment properly, it is vital that tools and equipment be properly inspected, maintained, and kept in good repair. An effective Preventative Maintenance Program will reduce the risk of injuries, damage and lost production.

To accomplish this, a Preventative Maintenance Program shall be maintained and shall include the following components:

- Adherence to applicable regulations, standards, and maintenance of manufacturers' specifications;
- Services of appropriately qualified maintenance personnel (logs/records);
- Scheduling and documentation of all maintenance work. The supervisor shall be responsible for the application of the program in his/her area of responsibility;
- The British Columbia Occupational Health and Safety Legislation (OH&S);
- British Columbia Construction Safety Association (CSABC) rules and regulations; and,
- Canadian Standards Association (CSA) standards.

Supervisors shall ensure that all applications of the preventative maintenance program in his/her area of responsibility are carried out; by qualified personnel according to established schedules and that records are maintained.

All employees shall regularly check all tools and equipment that they are working with, and shall take out of service any tools or equipment that pose a hazard due to a need for repair. In addition, the office and facility has scheduled maintenance activities.

These activities include, but are not limited to, the inspection of the following items:

- fire extinguishers;
- smoke alarms;
- rental vehicles<sup>3</sup>;
- fleet/company vehicles; and,
- project-related equipment.

***\* If all else fails, read and apply the manufacturer's service and maintenance manuals into your preventative maintenance schedule. The safety information in this policy does not take precedence over applicable government legislation, with which all employees should be familiar.***

## **7.2 Purpose**

The purpose of this section is to maintain all tools and equipment in a condition that will maximize the safety of all personnel.

## **7.3 Responsibilities**

### ***DST Management***

DST Management will be responsible for the application of the program.

### ***Employees***

Employees are responsible to inspect all equipment prior to use and upon returning it to the designated location. This includes inspection of ladders, all electrical equipment, and cords etc. All employees will only use tools and equipment in good condition, appropriate for the job. All damaged equipment will be given to the DST management and taken out of use. DST will not use defective or damaged equipment under any circumstances. DST employees must participate in the client sponsored maintenance program.

The Employees must be:

- Responsible for any equipment assigned to them and responsible for signing out equipment when needed;
- Responsible that equipment used is returned in the same or better condition; and, to place it in the appropriate place back in the equipment room.

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<sup>3</sup> A blank copy of DST Rental Vehicle Inspection Template – Form 8 is available for use on the Portal under Health and Safety Information and Resource Centre, under the folder entitled “FORMS”.

***Client Company Contractor and/or Client Sub-Contractor***

Contractors and/or sub-contractors are required to maintain their tools and equipment in accordance with applicable regulations, standards, and manufacturer's specifications.

**7.4 General Procedure for Signing Out Equipment**

- Gather desired equipment;
- Locate the appropriate sign out binder or board;
- Fill out appropriate documentation and sign out;
- When finished using the equipment sign the equipment back in;
- Leave the equipment in the designated return area, location where it was retrieved from or as directed by your supervisor;
- If the equipment has been damaged while on the job please inform your supervisor immediately as to the specifics of the damage (i.e. How it got broken?, What is wrong with it?, etc.); and,
- Please note everything should be signed in and out to ensure no pumps, cords, power bars, or other items are accidentally left on site.

**7.5 General Procedure for Tagging Out Faulty Equipment**

***All Staff Responsibility***

- Collect faulty equipment from location found;
- Return faulty to equipment room;
- Sign piece of equipment into "Out Of Service" file and fill in information required appropriately;
- Identify equipment with "Do Not Use" tag numbered correctly to correspond with file number;
- Describe issue, be specific, of unit on back of tag;
- Report information immediately to a Project Manager;
- Do Not use equipment that is tagged "Out Of Service" until it has been repaired and the tag has been removed; and,
- If uncertain of repair refer to "Out Of Service" file for sign off authorization.

***Project Manager Responsibility***

- Once informed of faulty equipment review and send for repair as needed;

- Once unit is returned and / or repaired remove tag and reinstate into service;  
and,
- Sign off equipment as indicated in “Out Of Service” file;



## **8.0 TRAINING AND COMMUNICATIONS**

### **8.1 Policy**

The company will provide, and employees will participate in all safety and related training that is necessary to minimize losses of human and physical resources of the company.

This training will include, but not be limited to:

- Orientations for newly-hired personnel;
- Job-specific training provided by the contractor supervisor as required;
- Task and trade-specific training and certification;
- Specialized safety and related training; (Fall Protection or Confined Space) and
- On-site client orientation provided by the direct supervisor for all newly-hired personnel;
- Refresher and update training as necessary.

### **8.2 Purpose**

The purpose of this policy is to provide general and specialized safety and related training throughout all levels of the organization. This will ensure that all employees receive adequate safety training.

### **8.3 Training**

Training is an exceptionally important part of the DST health and safety management system. The company is committed to ensuring all employees have the necessary skills, competence and confidence to work properly and safely. No employee should be allowed to start a job without being completely familiar with company policies and procedures respecting employee protection as they apply to that job.

#### **8.3.1 Employee Health and Safety Orientation**

A complete and proper orientation helps employees become familiar with the worksite and the health and safety management system.

### 8.3.2 Requirement and Procedure

Every employee new to the job or worksite must receive the DST complete health and safety orientation. Critical information will be provided on the first day of employment during the orientation. The remainder of information will be provided at various times during the first week of employment.

The DST health and safety orientation checklist and process is administered by DST's Human Resources Department and is completed using a New Employee Orientation checklist. Items not address during the orientation process, that are more job specific to the employee will be brought up that day and discussed appropriately through the orientation process.

### 8.3.3 Topics

Amongst other things, a New Employee Orientation will include all of the following:

- Company rules, policies and procedures;
- Specific job hazards;
- Safety precautions;
- Safety responsibilities;
- Applicable regulatory requirements;
- Company enforcement and corrective action policy;
- Worker's right to refuse;
- Procedures for workers to refuse to do unsafe work; and,
- The role of the supervisor when unsafe work is reported.

Other items that will be addressed to all individuals on their first day of employment are as follows:

- Emergency response plans and procedures;
- Applicable alarm systems;
- Incident / accident reporting;
- Fire protection (location of fire extinguishers); and,
- Location of first aid supplies / eyewash bottles, facilities and designated, certified first-aiders onsite.

### 8.3.4 Recordkeeping

All orientations will be documented and records will be kept as part of each employee's training records. Records will be filed and stored with the Human Resources Department appropriately. The supervisor must ensure that an employee understands what they are

responsible for in protecting both themselves and other employees reporting to and working with them. On the employee's first day most of the orientation will be completed.

### **8.3.5 Management / Supervision Orientation**

Active management / supervisor leadership and support are the key to a successful health and safety management system. In order to gain the support of the leadership team at DST management / supervisors will be provided with a health and safety orientation to the requirements of the management system. The orientation will be initiated by the health and safety representative. The orientation will include all of the requirements of the employee orientation as well as a review of the following:

#### ***Efficiency of Operations:***

- Operation procedures and safe work procedures;
- Maintenance of equipment;
- Equipment certifications; and,
- Communication requirements.

#### ***Health and Safety System:***

- Health, safety and environmental policy;
- OH&S Legislation;
- Training requirements;
- Planned general inspections;
- Audit procedures, requirements and protocol;
- Safety meeting requirements;
- Corporate safety management steering committee meetings;
- Incident / accident reporting and investigations;
- Modified work and return to work programs;
- WCB/WSIB and incident costs;
- General safety rules and corporate policies;
- Safety awards program; and,
- Emergency response plans (ERP), actions and emergency contacts.

### **8.3.6 Visitor Orientation**

The manager / supervisor will be responsible to provide a general safety orientation for visitors to DST worksites. Where applicable, the orientation shall include the following:

- Site / Job specific hazards;
- Personal protective equipment (PPE) requirements;
- General safety and housekeeping rules;
- Incident / accident reporting requirements and procedures;
- Safety responsibilities;
- Fire protection requirements, procedures and location of all fire equipment; and,
- Site specific emergency response plan (ERP) requirements and procedures and location of safe muster point.

### **8.3.7 Safety Training Requirements**

Training and skill development is critical to the reduction of injury accidents, environmental damage, equipment damage and other losses. The purpose of this section is to outline minimum recommended standards of training and certification for all personnel.

Company employees will have training and maintain certifications relevant to their position, examples of these are:

#### **8.3.7.1 All Personnel**

Current certifications for the following shall be available on site:

<b>Training Program</b>	<b>Certification by:</b>
Health and Safety Orientation	DST Trainer or DST-Facilitated Web-Based Program
Overview of DSTs Corporate Health and Safety Program	DST Trainer or DST-Facilitated Web-Based Program
WHMIS	DST-Facilitated Web-Based Program
Health & Safety Awareness – Worker	Provincial-Specific Training Requirements
Health & Safety Awareness – Supervisor	Professional Trainer Approved Agency
Driving	DST-Facilitated Web-Based Program
Accessibility for Ontarians ‘ with Disabilities Act	DST-Facilitated Web-Based Program
Standard First Aid and CPR	St. John’s Ambulance / Canadian Red Cross
Violence and Harassment in the Workplace	DST Trainer or DST-Facilitated Web-Based Program
Transportation of Dangerous Goods	Professional Trainer Approved Agency

The above training certificates and qualifications will be verified prior to completing any work unsupervised.

### **8.3.8 On-The-Job-Training (OJT) Standards**

DST recognizes that on-the-job training (OJT) is an essential component to be successful in this line of employment. OJT provides employees with hands-on experience regarding proper work procedures for each job that employees are required to perform. In addition, OJT helps to ensure that employees are competent to perform their job task in a safe and healthy manner. It will also be used as refresher training when required.

As on-the-job training is completed it will be recorded on the DST training opportunity form.

**A blank copy of DST On-the-Job Training Record Template – Form 9 is available for use on the Portal under Health and Safety Information and Resource Centre, under the folder entitled “FORMS”.**

It will be the responsibility of the managers to initial the training record to verify that the employee has performed the job, has an understanding of the equipment, and is satisfied that the employee has been trained to an acceptable level and is competent.

### **8.3.9 Requirements**

The jobs which require on-the-job-training are identified with the company safe work practices. Employees will be made aware of the hazards associated with the jobs they are to perform safely which will also increase competency.

### **8.3.10 Instruction**

On-the-job training should be provided to all workers new to the job / worksite. It should also be conducted when work procedures or requirements are changed. On-the-job training can be used to demonstrate, for example, new or revised safety requirements, equipment, processes or methods. Any individuals conducting training should be familiar with the worksite and competent in the particular job they are providing training.

The jobs with highest priority for training are those:

- With serious hazards;
- That require the employee to work unsupervised;
- Performed frequently;
- Where there is high staff turnover; and,
- Where accidents frequently occur.

Where applicable, on-the-job safety training will identify the environmental hazards that workers may be exposed to regarding:

- Noise;
- Emissions;
- Gaseous substance or liquid chemical releases and spills; and,
- Potential of Immediately Dangerous to Life and Health (IDLH)

Supervisors will document on-the-job training, and records will be kept and given to the office staff for further review and assessment.

### **8.3.11 Topics**

The following topics are to be included during OJT:

- Company rules and safe work procedures;
- Applicable legislative requirements;
- Generic and job-specific hazards;
- Critical tasks;
- Safe operation and maintenance of equipment;
- Safe and proper use of tools;
- Review of applicable manuals;
- Effective use of checklists and records;
- Selection, use, storage, maintenance and care of all required personal protective equipment (PPE);
- Emergency response planning and procedures (ERP); and,
- First aid skills.

### **8.3.12 Planning the Training**

As a trainer involved with OJT training it is important to prepare for the instruction of another employee. Find out if a job safety analysis has been prepared for the job or if there are diagrams or other written specifications or safe work standards. Reviewing these documents with the new employee can assist them in understanding the complexity or simplicity of the job and will help in preparing for the training.

### **8.3.13 Prepare the Workplace**

First impressions are the most lasting. Be sure the new employee is started off on the right path of good housekeeping and correct work habits. Set a good example while instructing others, actions will speak louder than words.

### **8.3.14 Prepare the New Employee**

Put the individual at ease and assist in the adjustment to a new situation. Make sure that the individual can view the job during the instruction as if they were doing it themselves.

### **8.3.15 Present the Job to the New Employee**

Showing or telling an employee how to perform a job is not enough on their own. Utilize several methods of learning. Begin by reviewing any written materials that are available about the job, and then provide a short demonstration of the whole job. Repeat each action slowly and separately, explaining what is being done as you go. Use simple words and explain the meaning of any new technical or trade names. Repeat and stress any critical functions or precautions in the job function. The job function demonstration should then be repeated while asking the new employee to tell you what to do, and when and why the job is done that way.

### **8.3.16 Let the New Employee Try the Job**

We all learn by doing and the training is complete only when the new employee has tried the ideas and skills that have been presented, and has mastered them. When you feel that they have grasped the idea, they should be asked to try the job. Be sure to correct any errors immediately and provide reinforcement when things are done well. Have the employee repeat the job, question the employee and ensure they can explain why the job is performed that way. Make sure they know and understand the requirements of the job. If the employee appears to be slow to learn, check your training method.

### **8.3.17 Put the Employee on their Own**

The proof of success is when the new employee is trained to have an acceptable level of competency and can take over the job. Be sure to let the employee know how to obtain help if it is required. Check on them occasionally to see if there are any questions.

### **8.3.18 Records of Training**

Records of all OJT will be kept on file with orientations and other applicable training records. These records will be kept to track past training and to plan future training required. Copies of documentation of OJT shall be forwarded to, and will be filed and stored by DST's Human Resources Department.

## 8.4 Communications

DST believes communication is a significant element to the health and safety management system. DST is committed to ensuring effective communication which in turn also generates opportunities for all personnel to provide feedback. Communication throughout the company ensures everyone on the worksite knows how to work properly and safely.

This element focuses on the importance of the communication system to transfer knowledge in this manual to the user. Formal criteria and requirements for conducting safety meetings are also included in this element.

### 8.4.1 Purpose

By development and implementation of an effective communication system, DST will distribute information and receive feedback from its employees, and visitors. The company will use feedback to determine how well policies, safety rules, safe work procedures, etc. are understood. By doing this, the company will determine the areas of improvement.

### 8.4.2 Communication Systems

DST communication system provides everyone with a consistent means of communicating safety information and receiving feedback.

The following methods are used to as part of the communication system:

- Safety meetings;
- Company memos; and,
- Employee health and safety feedback.

**A blank copy of DST’s Safety Meeting Minutes Template – Form 10 is available for use on the Portal under Health and Safety Information and Resource Center, under the folder entitled “FORMS”.**

**A blank copy of DST’s Employee Health and Safety Feedback Template – Form 11 is available for use on the Portal under Health and Safety Information and Resource Center, under the folder entitled “FORMS”.**



### 8.4.3 Topics for Safety Communication

Each element of DST health and safety management system must be effectively communicated to everyone involved in the company. Part of this system will include the involvement of employees in the ongoing maintenance and development of the system.

The following safety topics are included in the communication system methods:

- DST policies and legislative requirements;
- Safety meeting minutes and rules;
- Safe job procedures;
- Health and safety audit / evaluation conclusions;
- Incident / accident reports and requirements for reporting;
- Training programs and on-the-job training (OJT);
- Job safety analysis (JSA) reports and field level risk assessments (FLRA); and,
- Emergency response plans (ERP).

### 8.4.4 Safety Meetings

Safety meetings offer opportunities for effectively sharing information amongst each other. Safety meetings increase awareness among personnel, provide training in safe work procedures and encourage participants to provide feedback on safety issues.

### 8.4.5 Pre-Job (Tailgate) Safety Meetings

A pre-job safety meeting is to be conducted at the beginning of each shift, and before the start of each job. This meeting will contain a review or discussion of:

- Work plans;
- Method of performing the task;
- Hazard, job safety analysis (JSA) and field level risk assessment;
- (FLRA) review, discussion and plans for control of the identified hazards;
- Contents and type of work permit;
- Safe work procedures and codes of practice to be followed;
- Incident / accident reports completed and safety concerns;
- Emergency response plans (ERP), rescue procedures;
- Communication requirements; and,
- Location of first aid and emergency supplies.

**A blank copy of DST’s Record Tailgate Safety Meeting Template – Form 12 is available for use on the Portal under Health and Safety Information and Resource Center, under the folder entitled “FORMS”.**

Hazards or concerns discussed at the meeting will be recorded, and the correct action will be taken along with the appropriate reports completed.

#### **8.4.6 General Safety Meeting Requirements**

An office safety meeting shall be held on a monthly basis. This meeting shall include all employees working in the office and on site. A review of the following will include:

- Previous month’s safety meeting minutes;
- Previous meetings actions and follow-up and status report;
- New / upcoming business;
- Health and safety concerns;
- FLRA’s and JSA’s;
- Incident / accident reports and investigations;
- Worksite / shop inspections and observations;
- Selected safe work procedures and codes of practice;
- Safety / required training; and,
- Any other applicable safety information.

#### **8.4.7 General Safety Meeting Agendas**

Agendas for general safety meetings will be prepared in advance and are to be posted on the safety bulletin board. Meeting participants are encouraged to provide any items they feel are important for discussion during the next scheduled general safety meeting.

**A blank copy of DST’s Health and Safety Meeting Agenda Template – Form 13 is available for use on the Portal under Health and Safety Information and Resource Center, under the folder entitled “FORMS”.**

#### **8.4.8 General Safety Meeting Minutes**

Minutes will be taken at the office safety meeting and any deficiencies noted on the safety meeting must include the person responsible for the corrections and the deficiencies corrected as soon as reasonably possible. All meeting minutes will be given to the office Health and Safety Representative, and will be posted on the safety bulletin board for one

month. After one month the Health and Safety Representative will file the minutes and post up the new ones.

#### **8.4.9 Follow-up**

Follow up activities will be tracked to ensure anyone assigned to conduct follow-up are correcting any deficiencies as per set deadlines.

#### **8.4.10 Health and Safety Postings**

Health and safety postings shall be maintained in each office and shop. Required postings are listed but are not limited to:

- The health and safety policy;
- Guiding Principles;
- Safety responsibilities;
- Relevant Provincial Occupational Health & Safety Code and/or Regulations;
- Emergency response plan (site-specific) and procedures;
- Emergency numbers;
- Personal protective equipment (PPE) requirements;
- Safety meeting minutes;
- General safety / housekeeping rules; and,
- Incident reports.

#### **8.4.11 Safety Records**

In order to claim due diligence should there be an unfortunate event or serious incident, essential safety documentation is required to be completed and retained. All essential safety documents will be available in each office. This documentation will include at a minimum:

- Orientation and OJT records;
- Inspection records (Pre trip inspections, shop inspections, etc.);
- Hazard reports;
- Tailgate Safety Meetings;
- Job safety analysis (JSA);
- Field level risk assessments (FLRA);
- ERP drills and records;
- First aid record form;
- Training Opportunities;

- Incident / accident reports;
- Accident / incident investigations;
- Safety meeting minutes; and,
- Injury and WCB/WSIB reports.

**All records pertaining to the health and safety management system will be retained for a minimum of three years.**

## **9.0 INSPECTIONS**

### **9.1 Purpose**

This policy is to control losses of human and material resources by identifying and correcting unsafe acts and conditions.

Workplace inspections are an essential part of an overall health and safety program. When effectively carried out, inspections can provide information to:

- identify hazards;
- assess hazards;
- establish controls; and,
- monitor the effectiveness of controls.

DST will maintain a comprehensive program of safety inspections at all facilities and job sites.

### **9.2 Responsibilities**

The DST Management is responsible for the overall operation of the program. DST is responsible for directing formal inspections on job sites that they control and for involving employees in such inspections. In addition, these inspections are completed for the office and facility. Inspections must be conducted on a monthly basis by a member of the JHSC, with employee involvement.

### **9.3 Audits and Inspections**

#### **9.3.1 Purpose**

This document provides policy guidelines to DST regarding establishment and implementation of worksite inspections.

#### **9.3.2 Responsibilities**

The management of DST is responsible for assuring that the procedures established are followed.

Employees are responsible for participating and assisting with inspections and safety audits upon request.

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Management has established specific standards and procedures for worksite inspections and audits. The procedures are to be utilized unless alternate procedures are authorized.

### 9.3.3 Procedures

This procedure is applicable to all DST client operations including incidents involving non-DST personnel or equipment at client facilities or client project sites.

### 9.3.4 Definitions

**Inspection** - Pertains to the internal checking of implemented procedures and policies.

**Safety Audits** – The evaluation of the corporate health and safety management system established by DST.

**Facilities/Equipment** - Includes all owned facilities and equipment or leased facilities and equipment under the control of the client.

**Site Inspections** - Implies inspections conducted at client field locations.

### 9.3.5 Responsibilities

All employees are responsible for continuously inspecting their workplace and procedures and correcting deficient conformance to DST's health and safety policy.

The DST Management is responsible for establishing inspection type and frequency at client sites and correcting deficient compliance to health and safety policy and procedures. DST Management will ensure that office, facility and site inspections are conducted in a timely manner and that deficiencies are corrected.

The Joint Health and Safety Committee (JHSC) or, where there is no JHSC, the Health and Safety Representative (HSR), has the right to inspect the workplace on a regular basis. Workplaces must be inspected at least once a month. A worker member of the JHSC is designated by other worker JHSC members to inspect the physical condition of the workplace. If possible, this designated member should be a certified member.

DST will provide any information and assistance that the inspector needs to carry out an effective inspection.

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Inspection checklists should be utilized to conduct office, facility and site inspections, and corrective action should be taken as soon as possible. The form should describe any potential/actual hazard the inspector observes, with a clear description of the hazard and the exact location. Results will be communicated and stored with DST.

## **9.4 Regulatory Inspections**

### **9.4.1 Purpose**

In the event of an inspection by the local provincial occupational health and safety regulatory agency of a project, key personnel (e.g., DST Management or Owners of DST and/or Client Company Contractor and/or Client Supervisor) will be responsible for assisting inspectors. Key personnel will also be responsible for collecting critical pieces of information which will assist in improving DST's Health and Safety program to remedy any noted deficiencies as soon as possible. These procedures apply to any project which is undergoing or recently undergone an inspection by the local occupational health and safety regulatory agency.

### **9.4.2 Discussion**

The DST Health and Safety Program is based on the premise that all work will be done in conformance with local health and safety regulations, at a minimum. Therefore, compliance with DST Health and Safety Plans (HASPs) will ensure compliance with regulatory requirements.

Inspections may come about as the result of a complaint from an employee or because the local regulatory agency has a special interest in a specific section of the work force, such as hazardous waste workers. DST will conform with inspection officers and cooperate fully with any inspection.

If the inspection is on a client site, DST will take into account the client's written procedures for handling inspections. These procedures should be obtained from the client in written form and be included in the DST Health and Safety Information for reference.

If the client's procedures differ significantly from DST procedures, then DST should contact immediately.

### 9.4.3 Procedure

Coordination of any inspection is the responsibility of the DST management and/or the Client Company Contractor. If the inspection is the result of a complaint, confine the inspection to the area(s) of the complaint as much as practical. It is important to document as much information relating to the inspection as is absolutely possible.

The following procedures will be followed:

- Treat the Inspector as a professional and with courtesy;
- Ask for the Inspector's credentials;
- Ask for the nature of the inspection. This should occur during the pre-inspection conference. Ensure there is a pre-inspection conference;
- Prior to taking the Inspector on site, contact the site Supervisor who will then notify the Client Company Contractor;
- Note where and what observations are made and write down any comments. If photographs are taken by the Inspector, also take photographs if possible or ask for copies. At the least, make notes of what was photographed. Take the names of any individuals with whom the Inspector speaks. If he asks questions, record them as well as any responses given. NOTE: The inspector can conduct confidential interviews with employees;
- If the inspector wishes to conduct exposure monitoring, contact the appropriate Supervisor in order to coordinate concurrent monitoring with DST Management;
- At the end of the inspection, ensure that there is a closing conference. Take full notes of all proceedings;
- Do not attempt to mislead the Inspector in any way;
- Remember that subcontractor conformance with health and safety regulations may be considered the general contractor's responsibility. Do not rely on indemnification to protect DST. At all times act in conformance with regulations; and,
- Upon completion of the inspection, prepare and submit a written report within 24 hours.



## 10.0 INCIDENT AND ACCIDENT REPORTING AND INVESTIGATION

This section outlines procedures and requirements for reporting and investigating all accidents, incidents, and near misses that occur on DST worksites, including DST owned, leased, rented or operated motor vehicles.

*“Incident” is an undesired event that, under slightly different circumstances, could have resulted in personal harm, property damage, or loss. (Also referred to as “near misses”).*

*“Accident” is an undesired event that results in physical harm to a person or damage to property.*

### 10.1 Policy

DST requires the reporting of all incidents and is committed to investigating reported incidents and implementing practical resolutions that will restore and maintain a safe and healthy workplace, and minimize adverse effects to the environment.

The activities described in this section are intended to guide an objective process to gather evidence, establish facts and determine how to prevent a similar occurrence - not to place blame. It is also important to note that the routine reporting of incidents must be continually encouraged; otherwise situations or conditions that have actually caused losses will remain, making a future reoccurrence inevitable. Determining and correcting the "root causes" is the only practical way to prevent a future reoccurrence.

Although incident investigations occur after the fact they remain a valuable incident prevention tool in that the improvements that result will prevent similar events from happening again.

***All DST employees involved in a motor vehicle accident, regardless of the severity of the accident, must have a medical examination before they can return to work.***

### 10.2 Purpose

Incident / accident reports and investigations are essential tools in the DST health and safety management system for the following reasons:

- Causes can be determined and corrective actions can be implemented to prevent reoccurrence;

- They collect information that can be used to analyze statistics and identify accident trends;
- They identify possible training requirements, deficiencies in safe work procedures and requirements for personal protective equipment (PPE);
- They collect information necessary for investigations and compliance with regulatory requirements; and,
- They identify limitations in the health and safety management system.

*The primary purpose is to determine the direct and contributing causes so that appropriate and effective preventative action can be taken.*

### **10.3 Responsibilities**

All employees shall report all incidents to the supervisor immediately when on-site. The manager or supervisor must conduct an initial investigation the day of the incident / accident and must contact the health and safety designate, as soon as possible. Management / supervisors shall then determine the need for and, if necessary, direct detailed investigations. They shall also determine causes, and recommend corrective action.

### **10.4 Reporting Events**

Employees must report the following types of events to management / supervisors immediately:

- Incidents / accidents;
- Fatalities;
- Injuries or occupational illnesses;
- Injuries that can be treated at the worksite;
- Any emergency or loss, such as a motor vehicle accident, fire, explosion, vandalism, theft or spill;
- Minor and serious injury;
- Property damage;
- Third party liability; and,
- Interruptions in operations.

All employees will be trained in the method of how to report incidents during their safety orientation, and during regular health, safety and environment meetings.

*Select employees will be trained to a competent level regarding incident investigation techniques and skills.*

### **10.5 Transportation of Injured Individuals**

It is of critical importance that no injured or ill employee be permitted to transport themselves from the work place to seek medical attention. It is a regulatory obligation for managers / supervisors to provide transportation for any injured or ill worker. In cases of serious injury an ambulance or medic should be called. Responsibility for conducting any particular investigation will depend upon the actual or potential seriousness of the incident.

### **10.6 Reporting Procedure**

Local governments require immediate reporting of all serious accidents or injuries which occur on the job. Most WCB Legislation has reporting time requirements that have to be met, that time frame is 72 hours from the time the worker notifies the manager or supervisor. Failure to comply with the time requirement can be an offence under legislation placing the employer in a position of penalty.

The accident reporting procedure ensures that the individual worker's claim for compensation is processed as quickly and fairly as possible. It is also important that management has this information available for the situations where workers require assistance in having their claims processed.

### **10.7 Reports**

It is DST policy to report incidents and accidents as soon as reasonably practicable after the event has occurred. Reporting is essential to ensure all the evidence is not lost or disturbed and details of the event are not forgotten by personnel involved. All reports will be kept on file in the office.

**A blank copy of DST's Incident/Accident Investigation Report Template – Form 14 is available for use on the Portal under Health and Safety Information and Resource Center, under the folder entitled “FORMS”.**

The following outlines considerations which are of primary importance when completing all incident investigation reports. The better the reporting, the more accurate and valuable the analysis of this information can be.

Fill in all sections on the report. Blanks left on the reports create questions about the information and delays are caused when trying to obtain the information to complete the report. If in doubt about how to complete a report, please call your health and safety designate.

### **10.8 Worker's Compensation Board Reporting (WCB/WSIB)**

Both the injured worker and the company are required to submit reports to the Provincial Workers' Compensation Board (or equivalent) for the following:

It is company policy that if an injury requires medical aid (treatment by a doctor or other medical professional), the injury has the potential to become infected, or eye glasses or dental work are damaged the provincial Workers' Compensation (WCB/WSIB) Forms are required to be completed and submitted to the health and safety representative for review within 24 hours of the occurrence. The manager / supervisor will then submit the forms to the provincial WCB/WSIB within 72 hours of the occurrence.

Failure to report accidents to the WCB/WSIB can result in a financial penalty. It is recommended to immediately forward a report to the provincial Workers' Compensation Board for any injuries which required medical treatment beyond on-site first aid.

### **10.9 WCB/WSIB Employer's Report of Accident/Incident**

This form must be completed for every accident that occurs at work and is to be prepared the same day the accident occurs if at all possible. It is extremely important that this form be filled out as completely and accurately as possible. Any circumstances surrounding the accident which DST or Workplace Health and Safety should be made aware of, should be included in the report. If this information is not included, it can only be assumed that the report is covering a legitimate accident and the board be instructed to process the report for compensation payment. If your concerns about the legitimacy of the claim are expressed, DST will request that the board further investigate the accident before compensation is paid.

Most follow-up correspondence is the result of inaccurate reporting or conflicting statements given in cases where the accident investigation was not conducted immediately after the occurrence. A few minutes spent in accurately recording the facts of an accident, while memories are still fresh and information readily available can save needless delay and additional paperwork. Compensation paid to an injured employee generally commences on the day following the accident or the date of disability.

### **10.10 WCB/WSIB Worker's Report of Accident/Incident**

Whenever medical aid is required or lost time is involved, it is the responsibility of the injured worker to complete this form and return it to the Worker's Compensation Board. It is the manager's responsibility to see that the worker receives a blank copy of this report.

### **10.11 DST First Aid Report**

Whenever an accident occurs that may result in the employee seeking medical aid other than site services, an employer's report of accident shall be completed and signed by the employee's immediate manager.

**A blank copy of DST's Record of First Aid Template – Form 15 is available for use on the Portal under Health and Safety Information and Resource Center, under the folder entitled "FORMS".**

Information in the report, must include:

- Questions relative to accident history including recording of unsafe acts or unsafe conditions;
- Nature of the injury;
- Any doubts on the validity of the accident;
- Record project name on the report; and,
- Signing of the report by the immediate manager / supervisor.

On completing the DST report, forms are to be signed by the supervisor in charge of the work location. All completed forms must then be forwarded to the office.

### **10.12 Reporting of Fatal Accidents, Serious Injury, or Accidents Involving Equipment**

Because of the future complications arising out of fatal accidents, serious injury, or equipment accidents, it is required that the employee attempt to prevent further injury or loss of property without compromising their own safety. The manager must be notified immediately of such events and is responsible in completing an investigation of the accident. Information released to the news media should be kept to an absolute minimum until the injured employee is properly cared for and complete investigation has been conducted.

### **10.13 Reporting Accidents Involving Private Property or Personal Injury to Public**

It is required that all damage to private property or personal injury to a local citizen be reported immediately to the manager. In turn they will verify whether such an accident did occur or if such could have occurred. As much information will be documented in the event of future litigation.

### **10.14 Reporting of Near Misses**

All near miss incidents must be immediately reported to managers / supervisors in order that prompt and proper actions can be taken to eliminate such an incident from reoccurring, as well as to prevent a serious accident from taking place in the future. The near miss incident will be investigated and preventive measures will be determined to ensure that the incident does not occur in the future.

A list of all managers / supervisors to be notified must be posted, and a copy will be made available to all employees. Included in this list must be the DST office number.

**A blank copy of DST's Near Miss Report Template – Form 16 is available for use on the Portal under Health and Safety Information and Resource Center, under the folder entitled "FORMS".**

### **10.15 Incident / Accident Investigation**

Any serious or potentially serious incident as defined by the provincial OH&S requires the manager, and the health and safety designate to lead the investigation and ensure remedial actions are initiated. Minor incidents that have minimal potential for serious loss will be the responsibility of the manager to investigate, follow-up with, and provide a report to Corporate Health & Safety.

DST incident report forms will be made available to all employees. A record of all first aid injuries must be maintained.

All incidents must be reported without delay. A preliminary investigation report must be forwarded to the manager within 24 hours of the occurrence. Follow-up and completion of remedial actions to prevent a future recurrence must be monitored.

Following the investigation of a serious or potentially serious incident the resulting information including a summary of what occurred, what lessons were learned and the resulting corrective remedial actions will be communicated to all other crews immediately.

When completing the "cause analysis" consider the "unsafe actions" and "unsafe conditions" that led up to the incident and the causes of the actions and conditions. There are two types of causes which should be considered when completing the investigation and report. These are the "immediate causes" and "root causes".

#### **10.15.1 Immediate Causes**

The conditions and actions that immediately precede the occurrence. These are frequently referred to as unsafe acts (behaviors which could permit the occurrence of an accident) and unsafe conditions (circumstances which could permit the occurrence of an accident). Both behaviors and conditions are usually deviations from company or industry accepted standards or practices. These deviations often result in substandard practices and substandard conditions, and are to be considered as only symptoms of why the incident occurred.

#### **10.15.2 Root Causes**

Root causes are the real causes behind the immediate causes; and the reasons why the substandard acts and conditions exist. Once identified, these factors can permit meaningful control. Root causes help explain why people perform substandard practices and allow substandard conditions to exist.

Root causes can also be divided into two major categories:

- *Personal factors*: the skill and appropriateness of the individual performing the job; and,
- *Job Factors*: the leadership provided and design of the job function itself.

It is important to remember that identification of causes should never focus on the blaming of individuals. Cause is intended to find the weak links in the management system and then provide improved standards.

Remedial actions are recommendations to prevent similar incidents. This section relates to how the manager intends to gain control over the events leading up to the occurrence.

The intent is to identify and implement methods to prevent the same or similar types of incidents from happening again. Recommendations should relate to both the immediate and root causes.

The final and most important aspect of the report, "follow-up" relates to the actions which have been taken. This section should provide verification of appropriate completion of the required remedial actions. Often recommendations are made and due to a lack of follow-up, the recommendations are not clearly evaluated or completed.

### **10.16 Investigation Purposes**

The purpose of an accident investigation is to establish all relevant facts and opinions as to how and why an accident occurred so that conclusions can be drawn about what must be done to prevent reoccurrence. Preventing reoccurrence is the true objective of the accident investigation. Every investigator should keep in mind that they are fact-finding, not fault finding. The search for accident facts is really the search for a solution to prevent reoccurrence.

### **10.17 Investigation Requirements**

All accidents must be investigated as soon as practical after their occurrence to control work loss at DST. The investigation should commence the day of the occurrence. The more time that is allowed to lapse before questioning personnel involved, appraising the scene of the accident, or re-enacting the accident, the greater the risk of not getting the true story of what happened and why.

The injured person's version of an accident should be obtained as soon as practicable by the investigator. Witnesses should be questioned with as little delay as possible. The scene of the accident should be appraised promptly before clues as to what happened are removed.

There are two exceptions to questioning the injured person first and that is:

- The injured requires immediate medical attention; and,
- When they are in severe pain.

Minor accidents and near miss accidents are of prime concern for investigation. This type of accident could well be considered our loss production barometer as they are generally warning the manager of a condition or practice that if allowed to carry on can cause a serious injury or equipment damage accident. The investigation of these accidents should be as thorough as in a major accident, to help prevent reoccurrence.



### **10.18 Unreported Incidents/Accidents**

A major concern in industry is the “unreported accident”. Many workers will not report minor or near miss accidents for fear of disapproval, getting a bad reputation, not wanting to lose time off the job, fear of medical treatment, fear of being called accident prone, ridicule from fellow workers, etc.

Remember an unreported accident means:

- Nothing is learned from the experience;
- Accident causes are not corrected;
- Infections and injury aggravation might result; and,
- A “failure to report” attitude could spread.

All hazard reports, incidents (near miss) and accidents which result in injury or which could have resulted in injury or property damage, will be reported, documented and investigated.

### **10.19 Investigator Requirements**

The investigation of accidents is the responsibility of all levels of management. Serious injury or equipment damage accidents will be investigated by the manager and the involved employee. They also can investigate accidents that involve no disabling injuries or minor equipment damage and a preliminary investigation of disabling injury accidents.

Supervisors are responsible for investigations of accidents that occur because they are close to jobs, and are naturally qualified to investigate accidents because of their daily contact with jobs, working conditions and workers. They know the details of the job, procedures, hazard, environmental conditions and unusual circumstances. They know their people, their job experience, personal characteristics and job language.

The requirements for managers to investigate accidents that occur under their supervision emphasize responsibility for accident prevention and their commitment to the DST health and safety management system.

Managers must learn and understand about accident / incident causes. They are responsible to orientate new hires, check for unsafe practices, look for unsafe acts and conditions, remind workers about hazards and generally act to prevent accidents.

Managers / supervisors will act to prevent reoccurrence of accidents. Most corrective actions to prevent reoccurrence of accidents, e.g. repeat instruction of safe job

procedures, elimination of unsafe condition, correction of the source of the unsafe act, etc. are taken or ordered by the manager / supervisor. When such supervisors do not investigate the accidents, or at least, actively participate in the investigations many of the corrective actions simply do not take place.

### **10.20 Investigation Procedure**

The following is a step by step procedure that the manager / supervisor is to follow in the event of an accident / incident or injury occurs:

*Step 1: Take control of the scene to ensure that:*

- No further injury or damage occurs;
- Injured persons are properly cared for;
- Public safety is looked after; and,
- Physical evidence is not disturbed before it can be examined.

*Step 2: Phone the proper authorities and departments as required:*

- Ambulance;
- Local Police Department, Provincial Police or RCMP;
- Fire department;
- Operations; and,
- Health and safety department.

*Step 3: Photographs:*

- Take as many different angled photos of accident scene as possible;
- Take photos of all signs, skid marks and impact point;
- Ensure that all photographs are correctly date and time stamped; and,
- Upload digital photographs to office ASAP.

*Step 4: Witnesses*

- Obtain names, addresses and phone numbers for interviewing purposes.

**A blank copy of DST's Witness Statement Template – Form 17 is available for use on the Portal under Health and Safety Information and Resource Center, under the folder entitled "FORMS".**

*Step 5: Fill out Incident investigation form to obtain important information such as:*

- Injuries if any and how severe;
- How incident or accident occurred;
- Accident sequence;
- Task and activity at time of accident; and,
- Recommended actions to prevent recurrence.

### **10.21 OHS Inspections – Preservation of Evidence**

Following an incident, particularly an incident having serious or potentially serious consequences, it is critical that the scene not be disturbed, unless required to assist injured individuals or prevent further damage or adverse effects to the environment. Provincial OH&S regulations require OH&S inspectors to be notified of injury incidents which are considered serious or potentially serious. OH&S will determine the need for an inspector to come to the incident scene to complete an official investigation. The scene of the incident cannot be disturbed for any other reason until the provincial OH&S inspector has been contacted and has provided authorization.

Protecting the scene will allow investigators the opportunity to establish the facts, determine the root causes and remedy the undesirable situation or condition. It is the responsibility of the supervisor at the scene to protect the evidence and incident scene until such time as they are relieved of this responsibility by a more senior DST representative or government regulatory official.

### **10.22 Accident / Incident Follow-up**

When the investigation is complete, reports must be authorized in writing by managers. All records will be retained and kept on file. All corrective actions will be communicated to all personnel by: phone, email, memorandums or safety meetings. The manager is responsible to ensure implementation of the corrective actions and follow up.

### **10.23 Follow-up and Incident Analysis**

Investigations are of no value if the causes are not corrected to prevent similar events from happening again. The improvements that are identified during the investigation must be implemented if future incidents are to be prevented. Incident frequency and severity rates are also tabulated and used to compare DST incident performance against others in the industry. Statistics will be generated to determine trends. Any trends identified will help

determine areas for improvement with the company's health and safety management system.

## **11.0 EMERGENCY PREPAREDNESS POLICY**

When DST is listed as the prime contractor and also for the main office locations, the DST Management and/or supervisor will gather information such as the location of the nearest hospital, fire station, and first aid station so as to help minimize travel time to treatment for all employees.

This information is to prevent confusion during an emergency situation; for both supervisors and DST Management and both parties will also be aware of the various procedures to follow on each job site should an accident occur.

All employees are to be aware of the action required, but should follow the instructions set by their supervisor.

DST Management will ensure that an emergency preparedness plan is developed for each site. DST Management will ensure the plan is communicated to DST employees on the job site.

When DST is not the prime contractor, it is the client company's responsibility to ensure that an emergency preparedness policy is completed, communicated, and made available to all workers and visitors to the site. DST employees will adopt this emergency plan when on site.

### **11.1 Emergency Preparedness**

Although the Health and Safety Program for DST strives to reduce incidents to zero, there is always a risk of an emergency situation. By developing an emergency preparedness policy, we will have the plans in place that we hope we will never have to use. This policy will ensure that DST has the resources to deal with an emergency situation at the workplace. This policy applies to all DST employees on client company contractor sites and in DST office work areas.

#### **11.1.1 Emergency Assistance Program**

##### ***Communication***

Client Company Contractor will ensure that as part of the client's site Health and Safety Plan, such communication is provided. Possible communication sources include mobile radios, cell phones, pagers or land lines.

All DST employees will be responsible for contacting and maintaining communication with their supervisor while working on a client site.

### ***Site Plans***

On some client sites it may be applicable to develop an emergency site plan. These plans should include locations of first aid stations, fire extinguishers and emergency meeting places. Evacuation routes and hospital routes should also be included on the site plan. This site plan will be included in the Health and Safety Plan for the site and be posted for employee reference.

### ***First Aid***

DST understands the provincial regulations and requirements for first aid trained personnel and first aid equipment. It is DST's responsibility to meet the requirements for the office, and when there are Prime Contractors on a job site, otherwise the Client Company Contractor is responsible for ensuring that at the very least the minimum requirements are maintained on all work sites.

### ***Initial Attack Fire Fighting***

On all client sites where there is a potential for fire, the Client Company Contractor will ensure that proper classed extinguishers are provided unless DST is the Prime Contractor and at this time DST will provide the necessary extinguishers.

## 11.2 Emergency Response Plan

**Address:**

**Office Contact:**

### Emergency Numbers:

Police	911
Ambulance	911
Fire Department	911

**Nearest Hospital:**

### Emergency Response Procedure:

During an emergency evacuation procedure all employees should leave the building through the main exit, and meet at the muster point. The muster point for all DST employees is in the \_\_\_\_\_. \_\_\_\_\_ will be responsible for having a count of all employees within the DST office area at all times.

## **12.0 RECORDS AND STATISTICS POLICY**

The records kept on file in each DST office are demonstrated as follows:

- “Safety Orientation Forms” are to be filled out by the corresponding supervisor at or as near to hire date of employee and kept in the employee’s file
- “Formal Inspection Reports” are to be kept on file in the office by job and date. They are to be filled out by the corresponding supervisor at the startup of a new job and subsequently on a monthly basis.
- “Incident/Near Miss Reports” are to be kept on file in the office by date. They are to be filled out by a supervisor and the person’s directly/indirectly involved at or as close to the time of the incident/near miss.
- “First Aid Treatment Reports” are to be kept on file in the office and the First Aid Kit used by date. They are to be filled out by the person’s directly/indirectly involved at or as close to the time of the incident/near miss.

***\* The safety information in this policy does not take precedence over applicable government legislation with which all employees should be familiar.***

### **12.1 Recordkeeping**

#### **12.1.1 Purpose**

The procedures instituted by DST are as follows;

- maintain health and safety related records,
- notify employees of the results of medical or exposure assessments, and
- provide employees access to records, that are presented in this Policy.

Additional health and safety related documents and other program documents are also subject to the record keeping policies presented here. This Policy prescribes the procedures by which all health and safety related documents will be maintained by DST.



### **12.1.2 Medical Records**

If required, employee related medical records will be confidentially maintained by the employee's physician.

Part of the health assessment includes a Physician's Opinion Letter prepared by the examining physician to inform the employer of an individual's health relative to assessment results. This letter is confidential and may be required as site documentation when an employee is considered an "exposed worker" by definition of the regulation. Copies of such letters will be maintained by the Corporate Health and Safety Administrator.

### **12.1.3 Personal Monitoring**

As required by provincial and federal regulations, exposure monitoring for employees working under conditions in excess of the established occupational exposure limits (OELs, or TLVs) for chemical compounds/physical agents, may undergo personal monitoring during repair, renovation or abatement work.

The purpose of completing personal monitoring on site personnel is to determine worker exposure to asbestos fibers outside the respirator. Additionally, representative samples will be taken so that the data can be used to select proper respiratory protection for a worker, and to provide an indication of effective removal or control techniques to minimize potential worker exposure.

The results of personnel monitoring must be communicated to the subject employees. Monitoring results should be documented and records maintained at the work site. In the event of employee exposure, DST Management will be notified and this information will be forwarded to the employee's physician for evaluation.

### **12.1.4 Incident Investigation Reports**

In the event that an accident or injury occurs on a client project, an Incident Investigation Report will be completed by the DST Management. These reports are maintained by the Office Administrator and are copied to Corporate Management.

### **12.1.5 Summaries**

Summaries of safety related reports are to be maintained on a monthly basis. These reports provide an overview of the health and safety program's activities and results.

Examining these summaries will assist in determining trends and setting priorities for future safety program measures.

#### **12.1.6 Employee Notification**

Since a considerable amount of information is collected regarding the health and safety of DST employees, a notification process is required to ensure proper communication of that information to employees.

The results of medical examinations are sent directly to the employee's residence within three to four weeks following a health assessment. Employees not receiving this information should contact the Office Administrator.

#### **12.1.7 Access to Employee Exposure and Medical Records**

DST provides complete access for each employee to exposure and health assessment records. All requests for access must be made through the General Manager. Regarding access to these records, each employee shall be notified of the following:

- the existence, location, and availability of any records subject to employee review; and,
- each employee's right of access to these records.

### **12.2 Health Assessment Program**

#### **12.2.1 Purpose**

The primary purpose of the DST Health Assessment Program is to evaluate and monitor the health status of its employees and meet the requirements of the provincial regulations. This document summarizes the company policy and procedure for employee health assessments. This procedure pertains to all employees who may become an “exposed worker” as defined by the Alberta provincial regulations.

Although it varies mildly from jurisdiction to jurisdiction, generally, an “exposed worker” is a “worker who may reasonably be expected to work in a restricted area during at least 30 work days in a 12-month period.” Exposed workers are people likely to be exposed for more than 50 per cent of the eight-hour OEL, 30 days of the year.

Identified employees (exposed workers) are required to complete a company-sponsored health assessment at the required interval in accordance with the provincial regulations.

### **12.2.2 Responsibilities**

The Corporate Health & Safety Administrator is responsible for notifying the employee of examinations with a designated health facility.

Management is responsible for the development and implementation of the employee health assessment program, which includes identifying qualified medical providers and qualified laboratories to complete the assessments.

### **12.2.3 Employee Health Assessment**

If applicable, an employee shall undergo a health assessment within 30 days of becoming an exposed worker, and every two years after that. The assessment is to be conducted by a qualified physician and consists of:

- A chest x-ray, including radiologist's report;
- Pulmonary function test; and
- Employee's work history.

The cost of medical testing and the time taken to undergo the tests will be borne by DST. An employee can refuse the test by submitting a written refusal to DST.

### **12.2.4 Medical Record Confidentiality**

Medical records will remain in the exclusive custody and control of medical professionals. Disclosure of information from an employee's record will not be made without his/her written consent, except as required by law.

### **12.2.5 Program Monitoring**

The Corporate Health and Safety Officer is responsible for keeping for health assessment records for each office. Prior to the date an employee becomes an exposed worker by the above definition, the Corporate Health and Safety Officer will contact the employee and arrange for an assessment to be completed.

### 13.0 JURISDICTIONAL LEGISLATIVE AND REGULATORY FRAMEWORK

There are fourteen jurisdictions in Canada that each have their own regulations regarding health and safety - one federal, ten provincial and three territorial each having its own specific occupational health and safety legislation.

For most of DST's work, provincial or territorial occupational health and safety legislation applies. However, there are some exceptions to this. Federal legislation covers employees of the federal government and Crown agencies and corporations across Canada.

Occupational health and safety legislation in Canada outlines the general rights and responsibilities of the employer, the supervisor and the worker. Each of the ten provinces, three territories and the federal government has its own occupational health and safety legislation.

***Regardless of jurisdiction, non-compliance with applicable legislation can result in charges and fines. Some fines can be substantial and may include prison sentences. In some situations, criminal negligence charges may be laid under the Canadian Criminal Code.***

#### 13.1 Federal Jurisdictions

For DST work that occurs in federal jurisdictions, federal health and safety legislation, commonly referred to as Canada Labour Code Part II and regulations applies. The Canada Labour Code also applies to employees of companies or sectors that operate across provincial or international borders. These businesses include:

- Airports;
- Banks;
- Canals;
- Exploration and development of petroleum on lands subject to federal jurisdiction;
- Ferries, tunnels and bridges;
- Grain elevators licensed by the Canadian Grain Commission, and certain feed mills and feed warehouses, flour mills and grain seed cleaning plants;
- Highway transport;
- Pipelines;
- Radio and television broadcasting and cable systems;
- Railways;
- Shipping and shipping services; and,

- Telephone and telegraph systems.

Approximately 10% of the Canadian workforce falls under the OH&S jurisdiction of the federal government. The remaining 90% of Canadian workers fall under the legislation of the province or territory where they work.

### **13.2 Provincial and Territorial Jurisdictions**

In each province or territory, there is an act (typically called the Occupational Health and Safety Act or something similar) which applies to most workplaces in that region. The Act usually applies to all workplaces except private homes where work is done by the owner, occupant, or servants. Generally, it does not apply to farming and/or mining operations unless made to do so by a specific regulation. The legislation should be consulted to find out who is or is not covered.

At the provincial and territorial level, the name of the government department responsible for OH&S varies with each jurisdiction. Usually it is called a ministry or department of labour. In some jurisdictions, it is a workers' compensation board or commission that has the responsibility for occupational health and safety.

Each provincial or territorial department is responsible for the administration and enforcement of its occupational health and safety act and regulations. A list of Canadian government departments with chief responsibility for occupational health and safety, along with links to the applicable legislative documents is provided below.

### **13.3 Jurisdictional Legislative Occupational Health & Safety References and Contact Information**

This subsection presents contact information for organizations who are responsible for the development, administration and enforcement of occupational health and safety legislation in each of Canada's fourteen distinct jurisdictions.

The below-noted contact information also provides a Web Link that provides a link to current legislation (Acts), regulations and guidelines.

#### **Canada (Federal Jurisdiction)**

Occupational Health and Safety: Labour Program  
Human Resources and Skills Development Canada  
Ottawa, ON, K1A 0J2

Website: <http://laws-lois.justice.gc.ca/eng/acts/L-2/index.html>

### **Alberta**

Occupational Health and Safety  
Alberta Job, Skills, Training and Labour  
10th Floor Seventh Street Plaza, South Tower, 10030 - 107 Street  
Edmonton. AB, T5J 3E4

General Inquiries: (780) 415-8690;  
FAX: (780) 422-3730  
Workplace Health and Safety Call Centre: 1-866-415-8690  
Web Site: <http://humanservices.alberta.ca/working-in-alberta/53.html>

### **British Columbia**

WorkSafeBC  
6951 Westminster Highway  
P.O. Box 5350 STN Terminal  
Richmond BC V6B 5L5

Health & Safety Questions (604) 276-3100; 1-888-621-SAFE (7233)  
General Inquiries: (604) 273-2266  
Fax: (604) 276-3247  
Web Site: <http://www.worksafebc.com/>

### **Manitoba**

SAFE Manitoba  
General Inquiries: (204) 957-SAFE (957-7233) in Winnipeg or  
1-866-929-SAFE (1-866-929-7233) outside Winnipeg

Workplace Safety and Health - Manitoba  
1-866-888-8186 or (204) 945-6848  
Web Site: <http://www.safemanitoba.com/>

### **New Brunswick**

WorkSafeNB  
Saint John - Head Office  
1 Portland Street  
P.O. Box 160  
Saint John, NB E2L 3X9  
Telephone: (506) 632-2200 or 1-800-222-9775  
Web Site: <http://www.worksafenb.ca/>

### **Newfoundland and Labrador**

Occupational Health and Safety Branch, Service NL  
15 Dundee Avenue  
Mount Pearl NL A1N 4R6  
  
Telephone: 1-800-563-5471  
Website: <http://www.gs.gov.nl.ca/ohs/>

### **Northwest Territories and Nunavut**

Workers' Safety and Compensation Commission of the Northwest Territories and Nunavut  
P.O. Box 888  
Yellowknife, NT X1A 2R3  
  
Telephone: (867) 920-3888; 1-800-661-0792  
Fax: (867) 873-4596  
Iqaluit Office: (867) 979-8500; 1-877-404-4407  
Fax: (867) 979-8501  
Web Site: <http://www.wscn.nt.ca/Pages/default.aspx>

### **Nova Scotia**

Occupational Health & Safety Division  
Nova Scotia Labour and Advanced Education  
P.O. Box 697  
5151 Terminal Road  
Halifax, NS B3J 2T8

Occupational Health and Safety (all inquiries): 1-800-9LABOUR (1-800-952-2687)  
Phone: 902-424-5400  
Fax: 902-424-5640  
Web Site: <http://www.gov.ns.ca/lae/ohs/>

### **Ontario**

Occupational Health and Safety Branch  
Ministry of Labour  
505 University Avenue, 19th Floor  
Toronto, ON M7A 1T7

General Inquiries: 1-877-202-0008 (in Ontario only)  
Fax: (416) 326-7761  
Website: <http://www.labour.gov.on.ca/english/hs/>

### **Prince Edward Island**

Safe Workplaces  
Workers' Compensation Board  
P.O. Box 757, 14 Weymouth Street  
Charlottetown PE C1A 7L7

General Inquiries: (902) 368-5680; 1-800-237-5049 (in Atlantic Canada only)  
Fax: (902) 368-5696  
Web Site: <http://www.wcb.pe.ca>



### **Quebec**

Occupational Health and Safety Commission  
C P 6056, Succursale Centre-ville  
Montréal PQ H3C 4E1  
General Inquiries: 1-866-302-CSST (2778)  
Website: [http://www.csst.qc.ca/nous\\_joinde/Pages/repertoire\\_general.aspx](http://www.csst.qc.ca/nous_joinde/Pages/repertoire_general.aspx)

### **Saskatchewan**

Occupational Health and Safety  
Ministry of Labour Relations and Workplace Safety  
1870 Albert Street, 6th Floor  
Regina SK S4P 3V7

General Inquiries: (306) 787-4496; 1-800-567-7233  
Fax: (306) 787-2208  
Website: <http://www.lrws.gov.sk.ca/ohs>

### **Yukon**

Occupational Health and Safety Branch  
Yukon Workers' Compensation, Health and Safety Board  
401 Strickland Street  
Whitehorse YT Y1A 5N8

General Inquiries (867) 667-5645; 1-800-661-0443  
Fax: (867) 393-6279  
Web Site: <http://wcb.yk.ca>



## Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.

Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale et appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj- mmm-aaaa)
DST CONSULTING ENGINEERS INC / DST CONSULTING ENGINEERS	605 HEWITSON ST, THUNDER BAY, ON, P7B5V5, CA	238910: Site preparation contractors 541360: Geophysical surveying and mapping services 007010: Non-Exempt Partners and Executive Officers in Construction - G1	A0000GWGOE	20-May-2020 to 19-Aug-2020

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.

Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West  
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest  
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050  
employeraccounts@wsib.on.ca | wsib.ca

July 24, 2020

**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**

P.O. Box 1757  
3 Kirkland Street  
Kirkland Lake, Ontario  
P2N 3P4  
Via email to [Meagan.elliott@tkl.ca](mailto:Meagan.elliott@tkl.ca)

Attn: Ms. Meagan Elliott

**RE: RFQ-552-20**  
**Supply and Install Leachate Monitoring Wells in the Landfill Attenuation Zone**

Dear Ms. Elliott,

With regard to the aforementioned Request for Quotation, Orbit Garant Drilling and Resources Environmental Consulting Limited (ResEnv) are pleased to offer the following proposal for your consideration.

**1.0 Company Information:**

**Orbit Garant Drilling Services Inc. (Geo-Environmental Division)**  
3661 Mount Albert Road  
Sharon, Ontario L0G 1V0

Attn: Mr. Evan Williams  
Tel: (905) 478-2243  
Fax: (905) 478-2249  
Email: [evan.williams@orbitgarant.com](mailto:evan.williams@orbitgarant.com)

**Resources Environmental (ResEnv) Consulting Limited**  
14336 County Road 21,  
Colborne, Ontario K0K 1S0

Attn: Mr. Jason T. Balsdon  
Tel: (905) 836-1119  
Email: [resenvcl@gmail.com](mailto:resenvcl@gmail.com)

**2.0 Experience and Qualifications:**

Orbit Garant Drilling Inc. (TSX: OGD) is one of Canada's largest drilling companies, providing services to major, intermediate and junior mining companies through all stages of exploration, development and production. Regardless of the location, terrain, climate, geology or soil, our team meets our client's specific requirements by providing them with the samples they need.

Headquartered in Val d'Or, Quebec, we operate a fleet of 226 rigs and employ approximately 850

workers, collectively providing the most innovative and efficient solutions for the diverse needs of our customers. We design and manufacture high quality drill rigs enabling us to respond to the specialized needs of our customers with greater flexibility and efficiency.

Orbit Garant Drilling has demonstrated expertise in surface and underground diamond drilling, reverse circulation (RC) drilling and directional drilling. We also provide geotechnical drilling services for mining and mineral exploration companies, engineering and environmental consultants and government agencies.

## **2.1 Geo-Environmental Division**

Orbit Garant Drilling Services Inc., Geo-Environmental division is registered in the provinces of New Brunswick, Nova Scotia, Newfoundland, Ontario and Quebec. Orbit Garant's Geo-Environmental division performs geotechnical, environmental and exploration drilling services for engineering consultants, mining companies, public sector entities including provincial and municipal government as well as major industry.

Orbit Garant's geotechnical and environmental drilling expertise provides our customers with the required knowledge to determine bedrock, soil and groundwater conditions. This is achieved by employing multi-purpose and diamond core drill rigs to construct boreholes and extract soil, rock and groundwater samples under the direction and supervision of our clients. Our expertise allows our clients to verify the presence of minerals for mining exploration and mine development, determine the nature of the soil or rock formations in order to better understand the geology or to interpret structural conditions in preparation for construction, and to determine the sources and extent of underground contamination.

Orbit Garant (Ontario Geo-Environmental Division) is a licensed Ministry of the Environment, Conservation and Parks (MECP) Water Well Contractor, Contractor Licence # 7626 and employs licensed Well Technicians to complete all projects. Orbit Garant carries comprehensive Commercial General Liability Insurance (\$10M) including Pollution Liability coverage (\$5M) and Worker's Compensation, with a Health & Safety program that meets all Ontario Occupational Health and Safety Regulations. All crews are required to follow the company-wide safety program at all times and trained field supervisory staff conducts impromptu, documented safety audits to maintain and enforce Orbit Garant's commitment to safety. All equipment is subject to stringent inspection, maintenance and repair program. All field staff have completed training in First Aid and WHMIS as well as Construction Heat and Transportation of Dangerous Goods. Other site-specific training and orientation such as Asbestos Awareness, H2S, Ground-Disturbance as well as Petroleum Refinery Basic Safety Orientation and NORCAT training have been completed as required by specific projects. All water resources and environmental projects are completed in accordance with Ontario Regulation 903 of the Ontario Water Resources Act.

## **3.0 Scope of Work:**

It is understood that this Request for Quotation invites the Consultant (Orbit Garant Drilling Services Inc., OGD, in partnership with ResEnv Consulting Limited) to supply all necessary labour, equipment, materials and supervision to install four (4) groundwater leachate monitoring wells within the Contaminated Attenuation Zone (CAZ) at Kirkland Lake Landfill Site. More specifically, these objectives are outlined as follows;

### **3.1 Decommission and Replace Monitoring Well BH8**

- Damaged monitoring well BH8 will be decommissioned using over-drill methods as per Ontario Regulation 903 of the Ontario Water Resources Act
- Replacement monitoring well BH8-R will be drilled and installed to an anticipated depth of 35.0 metres below ground surface (BGS), constructed using similar methods to monitoring well construction completed at the Site previously

### **3.2 Decommission and Replace Monitoring Well BH1**

- Damaged monitoring well BH1 will be decommissioned using over-drill methods as per Ontario Regulation 903 of the Ontario Water Resources Act
- Replacement monitoring well BH1-R will be drilled and installed to an anticipated depth of 35.0 metres below ground surface (BGS), constructed using similar methods to monitoring well construction completed at the Site previously

### **3.3 Drilling and Installation of New Monitoring Wells BH9 and BH10**

- Identify appropriate location for the construction of two new monitoring wells (BH9 and BH10) within the down-gradient limits of the CAZ
- Drill and Install each new monitoring well (BH9 and BH10) to an anticipated depth of 35.0m BGS

### **3.4 Supervision, Logging and Surveying of Newly Constructed Monitoring Wells**

- All well decommissioning and well construction work will be supervised by Mr. Jason T. Balson, MAsc., P.Eng. of ResEnv Consulting Limited, a Licensed Professional Engineer within the Province of Ontario (P.Eng.)
- Borehole and well construction details will be provided in the form of Borehole Logs
- Well elevation surveys will be completed to incorporate into groundwater monitoring data

## **4.0 Methodology:**

Orbit Garant Drilling Services Inc. (OGD) proposes to supply all necessary labour, equipment, materials and supervision to complete the scope of work in the following sequence;

- Obtain permitting and licensing as required to conduct the Works
- Obtain utility service clearances to conduct sub-surface activity through On1Call
- Mobilize to site a track-mounted drill rig and support equipment suitable to carry out drilling and well construction as required
- Conduct all well decommissioning, new construction and drilling operations in accordance to applicable Codes and Regulations, including Occupational Health and Safety Act and Ontario Water Resources Act, Regulation 903
- Purge all newly constructed monitoring wells, complete well elevation survey, prepare borehole logs and affix Well Tag and submit MECP Water Well Records for each monitoring well

### **4.1 Monitoring Well Decommissioning:**

Existing, damaged monitoring wells will be decommissioned in accordance to Ontario Regulation 903, using the following methods;

- Locate monitoring well
- Extract and remove PVC casing and well screen in entirety
- Over-drill well to depth and emplace bentonite seal from bottom of borehole to ground surface using positive-displacement (tremmie) methods of a high-solids bentonite grout slurry

- Place granular bentonite (chips) seal at surface

#### **4.2 Borehole Drilling and Sampling:**

Boreholes will be drilled and sampled using an Acker SoilMax track-mounted, conventional auger drill rig to advance to anticipated depth of 35.0m BGS;

- Boreholes will be advanced through overburden using hollow-stem auger or rotary methods, as similar to methods used at site in previous
- Overburden will be sampled using SPT methods with split-barrel (LYNAC style, split-spoon sampler) to obtain disturbed soil samples of the subsurface, at regular intervals (1.5m) over the full depth of the borehole
- It is assumed bedrock drilling will not be required
- Drill cuttings and spoils will be spread to grade at or near the drilling location

#### **4.3 Monitoring Well Construction:**

Drilled boreholes will be instrumented with Monitoring Wells in accordance to Ontario Regulation 903, constructed similar to existing wells on-site using the following specifications;

- 50mm (2") PVC, Sch. 40 flush threaded casing, 10-slot well screen, with an overall screen length of 1.5m or 3m
- Suitably-sized well gravel pack will be placed within the annular space around the well screen to approximately 0.3 – 0.6m above top of screen
- Bentonite seal will be placed above gravel pack with bentonite chips (10mm), or coated Bentonite Pellets 'Pel-Plug' (6.25mm)
- Remaining annular space will be sealed with a bentonite grout slurry mixture, placed using positive displacement (tremmie) methods to surface
- Monitoring wells will be protected at surface using 100m x 100m x 1.5m-long steel, lockable, monument protective casing

#### **4.4 Monitoring Well Logging and Surveying:**

Upon completion of monitoring well construction;

- Monitoring wells will be purged in preparation for next groundwater sampling event
- Geodetic survey of the new monitoring wells will be completed
- Borehole and well construction logs will be completed, and formal copies will be provided to the Town of Kirkland Lake

#### **5.0 Work Schedule:**

It is understood the project will be carried out in a timely manner, whereas time is of the essence. It is understood that there will be no work restrictions on the project with regard to working hours on weekday and weekends.

Orbit Garant anticipates approximately 8 to 10 working days to complete the work scope; and the intention will be to complete the project in its entirety within a 10-day work duration, assuming 10-12 hours per day, day-shift only.

## **6.0 Previous Projects and References:**

### **Story Environmental & Geomatics, Haileybury, Ontario**

Mr. Ken Korman, P. Eng

Tel: (705) 672-3324

- Matheson and Ramore Landfill sites, completed in June 2019
- Environmental and hydrogeological drilling services and monitoring well installations and decommissioning
- Approximate Contract Value \$40,000

### **Region of Peel (Regional Municipality)**

Mr. Matthew McClean, Specialist, Compliance and Landfill Management

Tel: (905) 791-7800; extension 3451

- Currently Vendor on Record for all of Peel Region's Landfill sites for Environmental Drilling Services, years 2016 through 2020 inclusive
- Completion of monitoring well installation, decommissioning and monitoring well repairs and modifications, numerous assignments each year
- Approximate annual PO value of \$70,000

### **Azimuth Environmental Consulting Inc.**

Mr. Colin Ross, B.Sc., P.Geo., Hydrogeologist

Tel: (705) 721-8451; extension 205

- Various Landfill sites for District of Muskoka, during years 2016 and 2018
- 2018 Year;
  - o Small municipal dump sites included Windermere and Port Sydney sites
  - o Work consisted of monitoring well installation and decommissioning
  - o Approximate contract value of \$15,000
- 2016 Year;
  - o Sparrow Lake, Gravenhurst, Glen Orchard, Port Carling, Bracebridge, Chaffey Landfill, North Waseosa Lake Road, Pond Meadows, Muskoka Lakes, Ulswater, Brackenrig sites
  - o Work consisted of monitoring well installation, decommissioning and well repair services
  - o Approximate contract value \$45,000

## **7.0 Key Personnel Assigned to the Project:**

Orbit Garant Drilling Services, in partnership with Mr. Jason T. Balsdon of ResEnv Consulting Limited, proposes the assignment of the following personnel for completion and overall project management and support of this project:

### **Mr. Jason T. Balsdon, MAsc., P.Eng.** Consulting Engineer

- o 32 years of industry experience
- o Involved with the Kirkland Lake Landfill since 2000
- o Please see the attached CV for additional details

### **Evan Williams,** Contract Manager

- o 14 years of industry experience
- o Engineering Technologist

- Responsible for daily project oversight and contract management, logistical support and Health and Safety
- MECP Well Technician Licence T - 3520

**Dan Sinden**, Operations Supervisor, MECP Well Technician

- 16 years of industry experience
- Extensive overburden and bedrock drilling experience, using various methods, auger, rotary, diamond drilling, CPWL/PQ soil coring
- NQ/HQ/PQ coring expertise in overburden and bedrock
- Extensive well installation and permeability-testing expertise
- Installing and monitoring wells ranging in diameter from 1" to 8"
- Extensive well decommissioning experience various depths and diameters
- MECP Well Technician Licence T - 3166

**Tim Coffey**, Senior Driller, MECP Well Technician

- 14 years of industry experience
- Overburden and bedrock drilling experience, using various methods, auger, rotary, diamond drilling, CPWL/PQ soil coring
- NQ/HQ/PQ coring expertise in overburden and bedrock
- Installing piezometers and monitoring wells ranging in diameter from 1" to 8"
- Extensive well decommissioning experience various depths and diameters
- Extensive Phase II ESA experience, contaminated site drilling, telescoping large-diameter casing to seal contamination
- MECP Well Technician Licence T – 3521

**8.0 Project Pricing:**

Pricing to complete the works as outlined per attached **Schedule "A" – Quotation Submission Forms**

**9.0 Closure:**

In closing, Orbit Garant Drilling Services Inc. can be prepared to mobilize to site within two to three weeks of award, subject to schedule availability.

If you have any questions or concerns at all, or if you require any further information; please do not hesitate to contact the undersigned.

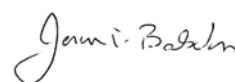
Yours truly,

**ORBIT GARANT DRILLING SERVICES INC.**



Evan Williams  
Contract Manager  
[evan.williams@orbitgarant.com](mailto:evan.williams@orbitgarant.com)

**RESENV CONSULTING LIMITED**



Jason T. Balsdon, M.A.Sc., P.Eng.  
Consulting Engineer  
[resenvcl@gmail.com](mailto:resenvcl@gmail.com)



# ResEn. Consulting Limited

July 23, 2020

Mr. Evan Williams  
Orbit Garant Drilling Services Inc.  
3661 Mt. Albert Road  
Sharon, ON L0G 1V0

Attention: Mr. Evan Williams

**R. : Proposal for Professional Engineering Services  
Kirkland Lake Landfill Site RFQ 552-20  
File 13-006-00**

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Further to our telephone conversations and emails, Resources Environmental Consulting Limited (ResEnv) is pleased to submit this proposal to assist Orbit Garant Drilling Services Inc. in fulfilling the Objectives for the above-noted RFQ for the Kirkland Lake Landfill.

## **A. SCOPE OF SERVICES**

It is understood that Orbit Garant Drilling Services Inc. will be the primary consultant and will be responsible for the requirements identified in the RFQ, which include the following principal tasks.

- Abandonment of damaged Monitoring Well BH8, which was plugged with a sampling pump, and replacement with new Monitoring Well BH8-R.
- Abandonment of damaged Monitoring Well BH1 and replacement with new Monitoring Well BH1-R.
- Installation of new Monitoring Wells BH9 and BH10 near the down gradient limits of the Contaminant Attenuation Zone (CAZ).
- At surface, have a lockable metal casing extending 1.5 metres long around PVC pipe and extending 0.75 metres below ground surface into the borehole for protective measures.
- Provide appropriate PVC piping, screening, casings, gravel packing and bentonite sealing to ground surface.
- Complete the well abandonment and installation in accordance with applicable regulations.
- Complete and submit water well records to the Ministry of Environment, Conservation and Parks.
- Project billing.
- Insurance coverage.

ResEnv Consulting will provide the Professional Engineering Services for the above-noted RFQ for the Kirkland Lake Landfill. These services will include:

- Supervision of the well replacement and installation,
- Develop each new monitoring well such that each well is ready for purging and sampling as part of the next groundwater monitoring event,
- Complete an elevation survey for each monitoring well, for incorporation into the groundwater monitoring program, and
- Prepare a borehole log with monitoring details for each new well

## B. PRICING AND TAXES

The cost to complete the Professional Engineering services noted above in Section A is \$11,800.00, plus HST, based on your estimated time to complete the drilling program.

## C. PREVIOUS RELEVANT PROJECTS AND REFERENCES

The Professional Engineering services will be provided by Mr. Jason Balsdon, M.A.Sc., P.Eng., who has over 30 years of experience with similar projects at landfill sites as noted in the attached Curriculum Vitae. In addition, Mr. Balsdon has been involved with the Kirkland Lake Landfill since 2000.

Three current references are provided below.

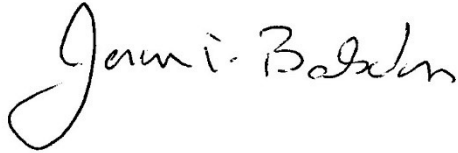
PROJECT	PROJECT DESCRIPTION	CONTACT
Kirkland Lake Landfill	Multi-year compliance monitoring program, establishment of a Contaminant Attenuation Zone and preparation of a Design and Operations Plan. (2000-Current)	Richard Charbonneau (705) 567-9365 ext. 329
TRI-R Landfill Site	Assisted three municipalities in their long-term waste management plan, including EPA approvals for expansion of the existing landfill, on-going compliance monitoring, and seep mitigation with constructed wetlands. (2003-Current)	Amy Tilley 705-382-3332
Blackwell Landfill Site	Provided hydrogeological and waste management expertise related to a perimeter groundwater collection system and air curtain to prevent off-site landfill impacts, assisted in approvals for stormwater and leachate management, and multi-year compliance monitoring. Current involvement is peer review of the monitoring reports completed by others. (2003-Current)	Albert Siertsema 226-254-0118

#### **D. CONFLICT OF INTEREST**

ResEnv Consulting Limited has no know Conflict of Interest with the undertaking.

Thank you for considering ResEnv for this undertaking. If there are any questions regarding the proposal, please contact us.

Yours truly,  
ResEnv Consulting Limited

A handwritten signature in black ink that reads "Jason T. Balsdon". The signature is written in a cursive, flowing style.

Jason T. Balsdon, M.A.Sc., P.Eng  
Consulting Engineer

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## JASON T. BALSDON, M.A.Sc., P.Eng.

CONSULTING ENGINEER

### PROFILE

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Jason T. Balsdon, M.A.Sc., P.Eng., is a Consulting Engineer and President of ResEnv Consulting Limited. He has been actively involved in the fields of geological engineering, hydrogeology, and hydrology both academically and professionally since 1986. After graduating from geological engineering, Mr. Balsdon concentrated his broad engineering and geologic theoretical background in the field of hydrogeology at a graduate level. His research included groundwater contamination evaluation and landfill monitoring which involved thesis work on environmental isotopes as groundwater tracers and as indicators of landfill leachate contamination.

Mr. Balsdon's consulting career has covered a broad range of projects including: terrain evaluation, groundwater resource management, aggregate resource management, hydrogeological impact assessments, groundwater and surface water interaction, lagoon and landfill site selection, groundwater and surface water contamination evaluation, waste management studies, as well as environmental site assessments and remediation. Mr. Balsdon's input into these projects has included: project management, client liaison, study program development, completion of field activities, data analyses, report preparation, peer review, participation in public meetings and open houses, and expert witness testimony.

### EDUCATION

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M.A.Sc., Geological Engineering, Specializing in Hydrogeology, University of Windsor, ON	1988
B.A.Sc., Geological Engineering, University of Windsor, ON	1986

### ADDITIONAL TRAINING

#### WHMIS

Critical Thinking In Aquifer Test Interpretation, S.S. Papadopoulos and Associates

Basics of Ground Water Modelling

Field Methods in Contaminant Hydrogeology

Dense Immiscible Phase Liquid Contaminants in Porous and Fractured Media

Clayey Barriers for Mitigation of Contaminant Impact

Probabilities, Statistics and Geostatistics for Environmental Professionals

ISO 14000 Environmental Auditor Training

Land Application of Biosolids and Septage Dealing with Industrial & On-Site Contamination

Environmental Regulation and Compliance

Regulatory Review of Hydrogeology Studies – Groundwater Modelling

Environmental Law for Practising Professionals

40-Hour Health and Safety Training Course for Hazardous Waste Operations OSHA, and Refresher Courses

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## PROFESSIONAL AFFILIATIONS

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Consulting Engineers of Ontario (1996)	CEO
Professional Engineers of Ontario (1989)	PEO

## CAREER

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President, ResEnv Consulting Limited	2013 - Present
Director, Environment, GENIVAR Inc.	2009 - 2013
President, Jagger Hims Limited ( <i>GENIVAR acquisition</i> )	2005 – 2009
Manager, Jagger Hims Limited	1988 - 2005
Consulting Assistant / Research Assistant, University of Windsor	1986 - 1988

## PROFESSIONAL EXPERIENCE

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### Geotechnical Engineering

Provided project management and peer review for geotechnical assessments of slope stability, retaining wall construction, lagoons, basal stability in deep excavations, input to infrastructure design, foundation suitability, and construction dewatering. Example projects are provided below.

- **Essex-Windsor Regional Landfill Site**, Essex County, ON (1991- 2015): Managed a landfill design and construction project that included a geotechnical evaluation for basal stability, settlement, inward hydraulic gradients, and integrity of a natural low permeable liner, and cell construction. Client: Essex-Windsor Solid Waste Authority.
- **Twin Creeks Landfill Site**, Lambton County, ON (1997-2014): Provided senior expertise on the design and construction of a deep excavation and liner system for a municipal solid waste landfill site. Client: Waste Management of Canada Corporation.
- **Oxford Homes**, Georgina, ON (2001): Completed a hydrogeological and geotechnical investigation for a proposed development of a Greenfield site. Provided geotechnical input to infrastructure design and layout. Client: Oxford Homes.
- **Retaining Walls**, Various Locations, ON (2001-2005): Certification of several retaining wall construction projects in York County. Clients: Various.
- **Everglades Marina**, Georgina, ON (2002): Completed a geotechnical assessment for a development adjacent to Lake Simcoe to address high water table levels and organic soil. Provided geotechnical input to infrastructure design and layout, including the consideration of helical piles for foundation stability. Client: Everglades Marina.
- **Southgate Parcel**, Guelph, ON (2006): Senior technical oversight and peer review was provided for a geotechnical assessment of an undeveloped parcel of land. Included consideration of deep foundation construction and development near sensitive land uses. Client: Ontario Realty Corporation.
- **Southport Development**, ON (2008): Provided peer review services for a condominium group concerned with groundwater dewatering effects from local construction initiatives. Client: Confidential.

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## Aggregates

Experience with aggregates and industrial minerals has included resource assessments and hydrogeological investigations for pits and quarries within Ontario. Outlines for a few sample projects are provided below.

- **Sebright Quarry**, Dalton, ON (1992-2019): For this property in the Canadian Shield, a resource evaluation and detailed hydrogeological and hydrological assessment were completed as input to approval of a hard rock quarry from a Greenfield site. Client: Giofam Investments.
- **Proposed Quarry**, Petawawa, ON (2016 - 2019): Hard rock quarry hydrogeological and hydrological Level 2 assessment including subsurface investigations and assessment of potential effects to an adjacent watercourse and wetlands. Client: Petawawa Pine Forest Services Inc.
- **Sand and Gravel Pit Expansion**, Uxbridge, ON (2000-2019): Resource evaluation and hydrogeological assessment for a sand and gravel pit expansion on the Oak Ridges Moraine. PTTW approvals for washing facility. Client: Vicdom Sand and Gravel (Ontario) Limited.
- **Milton Quarry PTTW**, Milton, ON (2000-2013): Internal peer review of hydrogeological compliance reports in accordance with a Permit To Take Water (PTTW). Client: Halton Crushed Stone.
- **Sunderland Sand and Gravel Pit PTTW**, Sunderland, ON (2016-2019): Ongoing compliance monitoring of a sand and gravel extraction operation adjacent to a watercourse. Included obtaining a Permit To Take Water (PTTW) from groundwater and surface water. Client: Vicdom Sand and Gravel (Ontario) Limited.
- **Quarry Peer Review**, Severn Township, ON (2004): Provided external hydrogeological peer review services for a proposed limestone quarry, which included a review of the impact assessment, hydrogeological modelling, and long-term predictions. Findings were provided to the Township in a public forum. Client: The Corporation of the Township of Severn.
- **Codrington Pit**, Brighton, ON (2005-2019): Completed a detailed hydrogeological and hydrological investigation for a Greenfield site proposed for a sand and gravel pit to be operated above the water table. Client: St. Mary's Cement. Inc. (Canada).
- **Property Assessments**, Guelph, ON (2006): Completed property inspections and reviews as input to environmental due diligence. Client: CBM.
- **Melancthon Quarry**, Melancthon, ON (2008-2012): Provided hydrogeological and hydrological expertise for proposed agricultural irrigation and a 973 hectare quarry in a Greenfield area. Client: The Highland Companies.
- **Proposed Norval Quarry, Peer Review**, Brampton (2011-2013): Provided external hydrogeological and hydrological peer review services for a proposed shale quarry, which included a review of the impact assessment, hydrogeological modelling, and long-term predictions. Findings were provided to the City of Brampton in several reports and in a public forum. Client: The City of Brampton.
- **Utica Pit**, Utica, ON (2013-2019): Completed a hydrogeological impact assessment for a proposed sand and gravel pit on the Oak Ridges Moraine. Client: Vicdom Sand and Gravel (Ontario) Limited.

## Mining

- **Oil Well Interference Assessment**, Wheatley, ON (1995-present): Completed an assessment of potential interference between producing oil wells and brine disposal wells within southwestern Ontario. Client: Farmers Oil and Gas Inc.
- **Waste Disposal Alternatives Assessment**, BC (2012-2013): Evaluated waste disposal options for a proposed mine in northern British Columbia. Selected option included incineration. Prepared conceptual design and costing. Client: Confidential.

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## Rural Servicing

Rural servicing experience since 1988 has ranged from input to the design of sewage systems and water supply systems to peer review of rural servicing reports on behalf of municipalities. Three examples of external peer review projects are listed below.

- **Vespra County Estates**, Springwater, ON (2001): Provided external peer review hydrogeological expertise for a proposed residential development including wastewater lagoons. Client: County of Simcoe.
- **Blairhampton Development**, Tiny, ON (2001): Provided external peer review hydrogeological expertise for a proposed residential development adjacent to Georgian Bay. Client: County of Simcoe.
- **Peer Review**, Township of Severn, ON (2006-2008): Hydrogeological peer review services were provided to the Township of Severn for the review of several proposed developments. Client: The Corporation of the Township of Severn.

## Waste Management

Experience in the hydrogeological component of waste management has been obtained through academic studies and consulting since 1988. The variety of waste management projects throughout Ontario include waste approvals for application to soil conditioning sites, participation in waste management studies for landfill site selection, and landfill approvals in accordance with the Environmental Assessment Act (EAA) and the Environmental Protection Act (EPA). A select number of projects are summarized below.

- **Essex County Landfill No. 2**, Leamington, ON (1988-2013): Waste management work for a solid municipal waste landfill located with a sand setting involved compliance monitoring, assessment of leachate phytoremediation, approval of a closure plan, landfill remediation, and leachate management. Client: Essex-Windsor Solid Waste Authority.
- **Essex-Windsor Regional Landfill Site**, Essex County, ON (1988-2015): Initially completed compliance monitoring at an existing landfill, then provided hydrogeological and hydrological expertise through a waste management master plan, site selection process, and detailed landfill design. Landfill expansion was approved without the need for a hearing. Work involved on-going compliance monitoring, leachate phytoremediation assessment, input to long-term leachate management, and waste cell construction. Client: Essex-Windsor Solid Waste Authority.
- **Essex County Landfill No. 3**, Lakeshore, ON (1988-2013): Waste management work at a municipal landfill site included compliance monitoring, approval of a landfill closure plan, landfill remediation, and tracer testing to assess the effectiveness of the leachate collector system. Client: Essex-Windsor Solid Waste Authority.
- **Simcoe County Landfills**, Simcoe County, ON (1988-2013): Provided project management and waste management peer review for hydrogeological assessments, compliance monitoring, landfill remediation, leachate management, and related activities at active and closed landfill sites owned by the County of Simcoe. Client: County of Simcoe.
- **Hazardous Waste Facility**, Lambton County, ON (1993-1995): Completed compliance inspections of waste cells and property, and managed detailed hydrogeological investigation and assessment of hazardous landfill site as input to expansion. Client: Laidlaw Environmental Services.
- **Lasalle Road Landfill Site**, Sarnia, ON (1995-2019): Hydrogeological expertise included compliance monitoring, EPA approval for an increase in additional annual waste capacity, approval of the closure plan, and assessment of leachate and industrial liquid phytoremediation program. Client: Waste Management of Canada Corporation.
- **Twin Creeks Landfill Site**, Lambton County, ON (1997-2014): Responsible for detailed hydrogeological and hydrological assessment as input to EA and EPA approval for a landfill expansion in Lambton County. Supplemental work included landfill remediation, leachate management and phytoremediation, input to landfill design, and peer review of landfill expansion construction activities. Client: Waste Management of Canada Corporation.



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- **Tannery Biosolids Land Application**, Eramosa, ON (1998-2011): Characterized tannery waste and obtained site approval for land application of the waste as a soil conditioner. Tasks also included ongoing monitoring of the land application program. Client: White Tanning Company.
- **Ethanol Plant Biosolids Land Application**, ON (1998-2009): Characterized biosolids waste and obtained approval for organic soil conditioning sites. On-going work included co-ordination of the land application program, compliance monitoring, and providing agronomic recommendations. Client: Commercial Alcohols.
- **Grand Bend Landfill Site**, Grand Bend, ON (2000-2012): Establishment of a Contaminant Attenuation Zone and multi-year compliance monitoring program for a closed landfill site within a sand setting. Client: County of Lambton.
- **Septage Site Approval**, Durham Region, ON (2000-2009): Obtained site approvals for land application of septage. Client: Various.
- **Kirkland Lake Landfill**, Kirkland Lake, ON (2000-2019): Multi-year compliance monitoring program, establishment of a Contaminant Attenuation Zone, preparation of a Design and Operations Plan, and evaluation of a sewage sludge dewatering and landfilling program. Client: Corporation of the Town of Kirkland Lake.
- **Petrolia Landfill Site**, Petrolia, ON (2001-2013): Turnkey environmental services for existing landfill remediation, EPA approval for landfill design modification, Environmental Screening Process (ESP) approval for service area expansion, watercourse relocation assessment, gas monitoring and management program, oil well decommissioning program below waste footprint, leachate characterization and management plan, and multi-year compliance monitoring. Client: Waste Management of Canada Corporation.
- **Walker Southwestern Landfill Site**, Ingersoll, ON (2016 - 2019): Provided peer review services for hydrogeological and hydrological work being completed for a proposed landfill site within an operating quarry. Client: Zorra Township.
- **Blackwell Landfill Site**, Sarnia, ON (2003-2019): Provided hydrogeological and waste management expertise related to a perimeter groundwater collection system and air curtain to prevent off-site landfill impacts, assisted in approvals for stormwater and leachate management, and multi-year compliance monitoring. Client: Waste Management of Canada Corporation.
- **Blenheim Landfill Site**, Blenheim, ON (2003-2013): Multi-year compliance monitoring program, including assistance in obtaining approval for landfill closure and leachate management through phytoremediation. Client: Waste Management of Canada Corporation.
- **TRI-R Landfill Site**, Armour Township, ON (2003-2019): Assisted three municipalities in their long-term waste management plan, including EPA approvals for expansion of the existing landfill, on-going compliance monitoring, and seep mitigation with constructed wetlands. Client: TRI-R Committee.
- **Landfill Site Search**, Various Locations, ON (2006): Completed a GIS-based constraints analysis of eastern Ontario to identify potential landfill sites. Client: Confidential.
- **Ontario Parks**, Various Locations, ON (2007-2019): Completed hydrogeological and hydrological assessments of sewage lagoons and provided remedial options including the use of constructed wetlands or spray irrigation to renovate/dispose wastewater. Client: Ontario Parks.
- **Glanbrook Landfill**, Hamilton, ON (2007-2015): Multi-phase undertaking that included obtaining EPA approval for the use of contaminated soil for daily cover, the completion of an Environmental Screening Processes for a service area expansion for the import of contaminated soil for daily cover, annual compliance reporting, and input to environmental due diligence. Client: City of Hamilton.
- **Closed Ancaster Landfill Site**, Ancaster, ON (2009): Determination of a Contaminant Attenuation Zone and surface water impact assessment with chemical and benthic sampling. Client: City of Hamilton.



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## Groundwater Resources

- **Jackson's Landing**, Georgina, ON (2001-2011): Detailed hydrogeological assessment for a proposed development of a Greenfield site in Georgina Township near Lake Simcoe. Included a detailed subsurface investigation and testing program to maintain protection of the local aquifers and groundwater supplies. Involved expert testimony at the Ontario Municipal Board. Client: Alliance Homes.
- **Steeles Avenue Widening**, Georgina, ON (2016-2018): Completed a hydrogeological assessment and oversight for a dewatering program associated with the installation of three bridges over Six Mile Creek. Client: Municipality of Halton.
- **Greenville Homes**, Georgina, ON (2003-2012): Hydrogeological study for a proposed development of a Greenfield site in Georgina Township near Lake Simcoe. Included a detailed hydrogeological investigation and testing program to maintain protection of the local aquifers and groundwater supplies. Involved preparation for the Ontario Municipal Board, but was resolved prior to a hearing. Client: Greenville Homes.
- **Crates Landing**, Georgina, ON (2005-2008): A detailed hydrogeological assessment and mitigation plan for review by regulators including the Conservation Authority was completed for a proposed development within sensitive lands adjacent to Lake Simcoe. Client: P&B Marketing Ltd.
- **Mademont Investments**, Newmarket, ON (2005-2008): Completed a detailed hydrogeological and hydrological assessment for a proposed development on the Oak Ridges Moraine within the Town of Newmarket. Involved expert testimony at the Ontario Municipal Board. Client: Mademont Investments.
- **Castle Glen Residential Development**, Blue Mountains, ON (2006): Provided expert hydrogeological testimony at the Ontario Municipal Board for a proposed development on the Niagara Escarpment regarding sensitive recharge features and development in an area of shallow overburden over bedrock. Client: Castle Glen Development Corporation.
- **Ballantrae Development**, Ballantrae, ON (2007-2008): A hydrogeological and geotechnical assessment was completed for a Greenfield site to assess available groundwater resources for a communal water supply and to investigate waste water disposal options. Client: iPlan Corp.

## Construction Dewatering

Provided hydrogeological and hydrological expertise for construction dewatering projects within central Ontario, which included preparation of technical support documents and obtaining Permits To Take Water (PTTW). Sample projects are outlined below.

- **Subsurface Infrastructure Dewatering Program**, Whitchurch-Stouffville, ON (1999-2009): Completed a detailed hydrogeological study and obtained approval for a PTTW for construction dewatering for a large residential development near the Town of Whitchurch-Stouffville. Tasks included on-going monitoring and reporting in accordance with the PTTW. Client: Lebovic Enterprises.
- **Crates Landing**, Georgina, ON (2005-2008): Completed a detailed hydrogeological assessment and technical support document for a PTTW for a proposed high-rise development within sensitive lands and peat adjacent to Lake Simcoe. Client: P&B Marketing Ltd.
- **Sanitary Sewer Replacement**, Toronto, ON (2009): A PTTW was obtained for the completion of construction dewatering for a sanitary sewer replacement along St. Clair Avenue. The application provided a technical support document that also addressed the potential for local sources of subsurface contamination and water management requirements. Client: City of Toronto.

## ESA and Site Remediation

Completed and/or peer reviewed over 200 Phase I, II, and III Environmental Site Assessments (ESAs) throughout Ontario for diverse land uses including agricultural, commercial, industrial, parklands, former landfills, community, and environmentally sensitive areas. Contaminants of concern include heavy metals,

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petroleum hydrocarbons, volatile organic compounds, solvents, dense nonaqueous phase liquids, and buried asbestos. As a Qualified Person obtained Records of Site Condition per Regulation 153/04 for properties based on Phase I and II ESA findings. Sample projects include the following.

- **MTO Patrol Yards**, Various Locations, ON (1997-2013): Completed Phase I and II ESAs, as well as baseline assessments at over 100 Ministry of Transportation Patrol Yards and properties throughout northern, eastern, western, and central Ontario. At some sites the development and implementation of a remedial action plan was required, which included dig and dump as well as insitu and ex situ bioremediation. Client: Ministry of Transportation.
- **Ohsweken Gasoline Contamination Assessment**, ON (2000): Investigation, assessment, and remedial action plan for a multi-source gasoline contamination problem for the Six Nations community. Client: Six Nations of the Grand River.
- **United Plant Farm**, Leamington, ON (2001): Site characterization and insitu bioremediation program to remediate a greenhouse facility impacted by Bunker C fuel oil. Client: Confidential.
- **Former Industrial Facility**, Huntsville, ON (2018): Review of historic reports to prepare a work program for the completion of a Record of Site Condition adjacent to the Muskoka River. Client: RWDI Air Inc.
- **Porquis Junction Patrol Yard**, Porquis Junction, ON (2001-2007): To remediate a large gasoline contaminant plume within a water supply aquifer, completed a study that included a vapour survey, multi-aquifer testing, remedial action plan development, insitu bioremediation, chemical oxidation remediation, as well as pump and treat. Client: Ministry of Transportation.
- **Barrie TCE Remediation Program**, Barrie, ON (2001-2012): A multi-year program to characterize and remediate a water supply aquifer contaminated with trichloroethylene (TCE) and transformation products adjacent to a major transportation corridor. The remedial program included the use of sparge points for the injection of ozone for chemical breakdown of the contaminants. Client: Ministry of Transportation.
- **Markham Risk Assessment**, Markham, ON (2002): Completed a contaminant impact assessment and risk assessment for a commercial property impacted by trichloroethylene and transformation products. Client: Confidential.
- **Multi-Phase ESA for Assorted Properties**, ON (2002-2009): Provided Phase I, II, and III environmental services for various properties throughout southern Ontario. Client: Ontario Realty Corporation.
- **Wholesale Forest Products**, Georgina, ON (2004-2008): Phase I, II, and III ESAs were completed for various parcels of a property with diverse land uses. Parcels included a former landfill site, a gravel pit, and sensitive lands near the Black River. Client: Wholesale Forest Products.
- **TCE Remediation**, Newmarket, ON (2005): Completed a trichloroethylene (TCE) investigation, delineation, and remediation program for a multiplex residential unit. Dig and dump remediation was completed within and below the building with minimal disruption to tenants. Client: Confidential.
- **Coal Storage Facility**, Erieau, ON (2005-2008): Provided senior technical input and peer review for redevelopment of a former coal storage and loading facility adjacent to Lake Erie. The undertaking included a remediation program that involved screening and retrieving some coal and acknowledgement of a Record of Site Condition. Client: Confidential.
- **Mar Gasoline Contamination Assessment**, Albermarle, ON (2006-2008): Gasoline contamination of fractured bedrock below a residential and commercial property was investigated to identify the source, delineate the extent, and to prepare a remediation action plan. Client: Ministry of Transportation.
- **TCE Phytoremediation**, Welland, ON (2007): An industrial site contaminated with trichloroethylene (TCE) and transformation products was investigated, contamination delineated, and a remedial action plan developed. The remediation program approved by the Ministry of the Environment included the

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use of phytoremediation to contain groundwater contamination to the site and to remediate contamination within the soil. Client: Confidential.

- **Radioactive Waste Assessment**, Nipissing, ON (2011): Assessed a radioactive waste disposal area and provided input to follow-up assessments. Client: Ministry of Transportation
- **Peer Review – Diesel Spill Clean-Up**, Kingfisher Lake, ON (2013): Completed a technical peer review of the assessment and remediation program for a 12,000 L diesel spill at a generating station. Client: King Fisher First Nation.
- **Peer Review – Gas Station Remediation Program**, Ottawa, ON (2012): Provided a technical peer review of investigations and remedial programs completed over a 20 year period. Gas station operations and spills resulted in subsurface free product and impacts to soil and groundwater quality. Client: Confidential.

## PUBLICATIONS AND PRESENTATIONS

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### Publications

- Balsdon, J.T. and M.G. Sklash, Environmental Isotope and Geochemical Study of Landfill Leachate Migration. In "Symposium on Ground - Water Contamination", Environment Canada, Saskatoon, June 1989.
- Jagger, D.E. and J.T. Balsdon, Landfill Development in the 1990's: A Site Characterization Case History, 48<sup>th</sup> Canadian Geotechnical Conference, Vancouver, British Columbia, September 1995.
- Jagger D.E. and J.T. Balsdon, Twenty-Five Years and Counting, Public Perceptions, Attitudes and Actions: Waste – The Social Context Conference, Edmonton, Alberta, May 2005.

## Schedule "A" – Quotation Submission Forms

### 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	LUMP SUM
1	Full Project, as defined in the "Objectives" of this RFQ.	<b>\$ 54,650.00</b>
	<b>Total Project</b>	<b>\$ 54,650.00</b>
<b>SUB-TOTAL:</b>		<b>\$ 54,650.00</b>
<b>HST:</b>		<b>\$ 7,104.50</b>
<b>TOTAL</b>		<b>\$ 61,754.50</b>

I/We Orbit Garant Drilling Services Inc. offer to supply the requirements stated within.

the corresponding total cost of \$ \$ 61,754.50 tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 24th day of **July** 2020.

Company Name  <b>Orbit Garant Drilling Services Inc.</b>	Contact name (please print)  <b>Evan Williams</b>
Mailing Address <b>3661 Mount Albert Road, Sharon, Ontario</b>	Title <b>Contract Manager</b>
Postal Code  <b>LOG 1V0</b>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <b>(905) 478-2243</b>	Fax <b>(905) 478-2249</b>
Cell Phone (if applicable)	E-mail <b>evan.williams@orbitgarant.com</b>

**Non-Collusion Affidavit**

I/ We Orbit Garant Drilling Services Inc. the undersigned, am fully informed respecting the preparation and contents of the attached Proposal 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 Sharon, Ontario this 24th day of July, 2020

Name Evan Williams

Signed 

Company Name Orbit Garant Drilling Services Inc.

Title Contract Manager



**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 Sharon, Ontario this 24th day of July, 2020.

Name Evan Williams Signature 

Company Name Orbit Garant Drilling Services Inc. Title Contract Manager



## 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: Evan Williams Company Name: Orbit Garant Drilling Services Inc.

Phone Number: 905-478-2243 Address: 3661 Mount Albert Road, Sharon, ON

I, Evan Williams, 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, Evan Williams, 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/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html).

Date: 24-July-2020

**Page 5 of 5 to be submitted**



## REPORT TO COUNCIL

Meeting Date: 8/11/2020	Report Number: 2020-DEV-038
Presented by: Ashley Bilodeau	Department: Development Services

### REPORT TITLE

Update to the Off-Road Vehicles By-law

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-038 entitled “**Update to the Off-Road Vehicles By-law**”, be received.

### BACKGROUND

As of July 1, 2020, the Province expanded the types of off-road vehicles permitted on-road to two additional types, which are:

1. off-road motorcycles commonly known as dirt bikes, and
2. extreme terrain vehicles, which are semi-amphibious vehicles with six or more wheels.

The Province has made it clear that municipalities with existing by-laws permitting off-road vehicles will need to amend their by-law after July 1, 2020 if they want to allow these new types of vehicles on local roads.

By-law 11-072, regulating the operation of all terrain vehicles within the jurisdiction of the Corporation of the Town of Kirkland Lake, was passed by Council on September 20, 2011. In order to incorporate the changes imposed by the Province, this By-law needs to be amended. Staff have drafted a new Off-Road Vehicles By-law (attached as Attachment 1) for Council’s consideration, taking into account the modification to the definition of off-road vehicles. This report is presented to Council to align the Town’s Off-road Vehicle By-law with Provincial legislation.

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## **RATIONALE**

- The proposed By-law is consistent with the updated Ontario Regulation 316/03.
- Expanding the types of off-road vehicles encourages sales of these types of units, which supports local businesses in this market.
- Supports the tourism industry, especially as it relates to outdoor recreation.
- Encourages outdoor recreational living, which Kirkland Lake and Northern Ontario promotes as one of the most attractable assets to the area.

## **OTHER ALTERNATIVES CONSIDERED**

Council may choose to take no action; recognizing that off-road motorcycles and extreme terrain vehicles would not be permitted on local highways.

## **FINANCIAL CONSIDERATIONS**

There are no financial implications associated with this decision.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

This By-law supports ED-8 and ED-9, which encourage the support of local businesses and the retention and attraction of businesses in Kirkland Lake, by providing more opportunities in Kirkland Lake for off-road vehicle enthusiasts.

## **ACCESSIBILITY CONSIDERATIONS**

The update to the Off-Road Vehicles By-law will align the Town with Provincial legislation, expanding the types of off-road vehicles permitted on local roads.

## **CONSULTATIONS**

Michel Riberdy, Director of Public Works

## **ATTACHMENTS**

Attachment 1 – Proposed Off-road Vehicle By-law

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TOP**



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 20-069

**BEING A BY-LAW TO PERMIT THE OPERATION OF OFF-ROAD VEHICLES**

**WHEREAS** the Municipal Act, S.O. 2001, c. 25, Section 8, provides that the powers of the Municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to (a) govern its affairs as it considers appropriate, and (b) to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** the Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 191.8, subsection (3) provides that a Council of a municipality may pass a by-law permitting the operation of off-road vehicles with three or more wheels and low pressure bearing tires on any highway within the municipality that is under the jurisdiction of the municipality, or on any part or parts of such highway;

**AND WHEREAS** the Council of the Corporation of the Town of Kirkland Lake deems it desirable to enact such a By-law for all terrain vehicles (ATVs) as defined in Ontario Regulation 316/03 as an off-road vehicle;

**AND WHEREAS** the Council passed By-law Number 11-017 on September 20, 2011;

**AND WHEREAS** on July 1, 2020, the Province of Ontario expanded the types of off-road vehicles permitted on-road to two additional types being: off-road motorcycles and extreme terrain vehicles;

**AND WHEREAS** the Province of Ontario requires municipalities with existing by-laws permitting off-road vehicles to amend their by-law after July 1, 2020 if they wish to allow these vehicles on local roads;

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:**

1. Interpretation

a. In this By-law:

**"Off-road Vehicle"** means a vehicle propelled or driven otherwise than by muscular power or wind and designated to travel (a) on not more than three wheels, or (b) on more than three wheels and being of a prescribed class of vehicle, as defined under the Off-Road Vehicles Act. This includes:

- Single rider all-terrain vehicles
- Two-up all-terrain vehicles
- Recreational off-highway vehicles
- Utility terrain vehicles
- Off-road motorcycles
- Extreme terrain vehicles

**"By-law Enforcement Officer"** means a member of any police service or designated by-law enforcement officer within the jurisdiction of the Town.

**"Highway"** means a highway as defined in the *Highway Traffic Act* that is under the jurisdiction of the Town.

**"Town"** means the municipal Corporation of the Town of Kirkland Lake or the geographic area within the boundaries of the Town of Kirkland Lake.

## 2. Severability / Conflict

- a. If any section, subsection, part or parts of this By-law is declared by any court of law to be bad, illegal or ultra vires, such section, subsection, part or parts shall be deemed to be severable and all parts hereof are declared to be separate and independent and enacted as such.
- b. Nothing in this By-law relieves any person from complying with any provision of any Federal or Provincial legislation or any other By-law of the Town.
- c. Where a provision of this By-law conflicts with the provisions of another By-law in force in the Town, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail.

## 3. Right to Operate

- a. No person shall operate an Off-road Vehicle except as expressly provided for in this By-law.
- b. No person shall operate, or cause or permit to be operated, an Off-Road Vehicle over and upon:
  - i. Any municipally owned or municipally maintained land used as parks, playgrounds or utility purposes, unless otherwise signed accordingly;
  - ii. Along Government Road from the intersection of Government Road East and Burnside Drive and running westerly to the intersection of Government Road West and Main Street. A person operating an off-road vehicle may directly cross this restricted highway;
  - iii. The laneway behind property on Government Road West, between Main Street and Wood Street;
  - iv. On any private property without the consent of the owner; and
  - v. On any sidewalk.
- c. When traveling on a highway, the person shall travel only on the shoulder, and where unavailable, the right most portion of roadway. The operator shall drive the Off-road Vehicle in the same direction as traffic.
- d. No person shall operate, or cause or permit to be operated, an Off-road Vehicle on any highways within the Town of Kirkland Lake between the hours of 10:00 p.m. and 5:00 a.m. This section shall not prevent an operator who is returning from an area outside the boundaries of the Municipality from travelling on a non-restricted highway between the hours of 10:00 p.m. and 5:00 a.m., provided that he/she is preceding directly to his/her residence.
- e. Despite any section in this By-law, no person shall operate an Off-road vehicle on a highway in contravention of O. Reg. 316/03, made under the *Highway Traffic Act* as amended or replaced from time to time.

## 4. Enforcement – No Obstruction

- a. This By-law may be enforced by any By-law Enforcement Officer or Ontario Provincial Police Officer.
- b. No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this By-law.

5. Offences

- a. A person who contravenes any of the provisions of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for in the *Provincial Offences Act*, R.S.O. 1990, c. P33.

6. Repeal

- a. By-law 11-072 is hereby repealed.

7. Effective

- a. This By-law shall come into force and effect upon passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11<sup>th</sup> DAY OF AUGUST, 2020.**

---

Patrick Kiely, Mayor

---

Meagan Elliott, Clerk

DRAFT



# REPORT TO COUNCIL

Meeting Date: 8/11/2020	Report Number: 2020-CLK-002
Presented by: Meagan Elliott	Department: Corporate Services

## REPORT TITLE

Award of RFP-553-20: Integrity Commissioner

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-CLK-002 entitled “**Award of RFP-553-20: Integrity Commissioner**” be received,

**THAT** staff be directed to award the services of an Integrity Commissioner to ADR Chambers Inc.,

**THAT** Council hereby appoints Charles Harnick as the Integrity Commissioner for the Town of Kirkland Lake, and

**THAT** staff be directed to present a by-law to authorize the execution of an agreement with ADR Chambers Inc. and appoint Charles Harnick as the Integrity Commissioner for the Corporation of the Town of Kirkland Lake for a 5 year term with an option to renew for 2 years.

## BACKGROUND

Staff prepared and released a joint Request for Proposal (RFP) for services of an Integrity Commissioner. The Town of Kirkland Lake partnered with the Township of Larder Lake on the issuance of the RFP, but will act independently for the services. Two submissions were received and evaluated. In accordance with Council direction at the July 14, 2020 meeting, this report is presented to include all submissions and the detailed evaluations.

## **R A T I O N A L E**

Staff reviewed and evaluated the submissions. The evaluation team consisted of Meagan Elliott, Clerk for Town of Kirkland Lake, Crystal Labbe, Clerk/Treasurer for Township of Larder Lake, and Marianne Hull, Finance and Administration Clerk for Township of Larder Lake. The evaluation team recommends ADR Chambers Inc. as the successful candidate. ADR Chambers Inc. has many years of direct experience. Staff contacted the City of Timmins as a reference for ADR Chambers Inc. and received positive feedback. All submissions and the detailed evaluations are attached to this report.

## **O T H E R A L T E R N A T I V E S C O N S I D E R E D**

No other alternatives were considered. Staff are confident that the recommendation of ADR Chambers Inc. is appropriate.

## **F I N A N C I A L C O N S I D E R A T I O N S**

ADR Chambers Inc. requires a yearly retainer fee of \$500.00 in addition to the hourly rate for work completed. Funds are budgeted in 2020 for Integrity Commissioner services in the amount of \$40,000.00.

## **R E L A T I O N S H I P T O S T R A T E G I C P R I O R I T I E S**

The services of an Integrity Commissioner are mandated in the *Municipal Act, 2001* and are consistent with the Strategic Plan promoting open and transparent government.

## **A C C E S S I B I L I T Y C O N S I D E R A T I O N S**

Not applicable.

## **C O N S U L T A T I O N S**

Crystal Labbe, Clerk/Treasurer (Township of Larder Lake)  
Marianne Hull, Finance and Administration Clerk (Township of Larder Lake)  
Steph Palmateer, Clerk (City of Timmins)  
Richard McGee, CAO

## ATTACHMENTS

- Attachment 1 – RFP-553-20
- Attachment 2 – ADR Chambers Inc. Proposal Submission
- Attachment 3 – DPRA Proposal Submission
- Attachment 4 – RFP 553-20 Opening Minutes
- Attachment 5 – Evaluation Criteria
- Attachment 6 – Evaluations

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## Integrity Commissioner Services

*Town of Kirkland Lake & Township of Larder Lake*

### **Type of Document:**

Request for Proposal to act as an Integrity Commissioner for the Town of Kirkland Lake and the Township of Larder Lake

### **RFP Number:**

RFP-553-20

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

P.O. Box 1757, 3 Kirkland Street  
Kirkland Lake, Ontario  
P2N 3P4

### **Closing Date and Time:**

2020-06-30; 02:00 PM

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## Introduction

This Request for Proposals (RFP) is an invitation to submit proposals for the provision of services as an Integrity Commissioner for the Town of Kirkland Lake and the Township of Larder Lake. The Integrity Commissioner is to administer the respective Council approved Codes of Conduct, including providing advice to Members of Council, and investigating complaints. The appointment will be based on an as required basis, for a term of five (5) years with an option to renew for two (2) additional years.

## Background

The Town of Kirkland Lake is a single-tier municipality located in the District of Timiskaming, approximately 2.5 hours north of North Bay, and approximately 20 minutes east of Trans-Canada Highway 11 along Trans-Canada Highway 66. The municipality comprises the townships of Teck, Bernhardt and Morrissette. The population totals approximately 8,000.

The Township of Larder Lake is an incorporated municipal township in the Timiskaming District in Northeastern Ontario. It is located along Highway 66 and Highway 624. The municipality comprises the townships of Skead, Mcvittie and Hearst. The population totals approximately 730.

The Town of Kirkland Lake has a Council comprised of 6 Councillors and 1 Mayor and the Township of Larder Lake has a Council comprised of 4 Councillors and 1 Mayor.

In accordance with Bill 68, municipalities are authorized to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner to perform the duties defined in Section 223.3 (1) of the *Municipal Act, S.O. 2001*. The Town of Kirkland Lake and the Township of Larder Lake have the same approved Code of Conduct. This Code of Conduct is attached for reference.

## Scope of Work

The Integrity Commissioner will be responsible for administering the respective Council Codes of Conduct and for investigating formal complaints and alleged breaches of the said Codes of Conduct in accordance with the accountability and transparency provisions of the Municipal Act.

The Integrity Commissioner performs the following:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.

3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*. 2017, c. 10, Sched. 1, s. 19 (1).

*\*\*The Integrity Commissioner does not have authority over the conduct of Municipal employees*

## Qualifications

The qualifications that a candidate for the position of Integrity Commissioner should possess include:

- a) Proven impartiality and neutrality;
- b) An ability to provide services on a part-time, flexible and as-needed basis;
- c) No other involvement in political campaigning/endorsement, or related conflicts of interest;
- d) No financial interest in the work undertaken by the Town of Kirkland Lake or Township of Larder Lake;
- e) An independent person who personifies high ethical standards;
- f) Experience managing sensitive inquiries, conducting investigations and making appropriate recommendations;
- g) Excellent communication skills;
- h) Familiarity with investigator procedures and the applicable legal principles;
- i) General knowledge and appreciation of municipal government;

- j) Ability to interpret and apply the provisions of various statutes, regulations, policies and other enabling frameworks;
- k) Impartiality, wisdom, sound judgment combined with the ability to inspire trust and confidence;
- l) timely delivery of assignments; and
- m) At least ten years of senior-level management, legal or quasi-judicial experience.

## Work Plan

The Proponent's response shall provide detail of the following:

1. A statement acknowledging an understanding of the requirements.
2. A work plan setting out how the Proponent would ensure the quality of work and cost effectiveness in accordance with the Integrity Commissioner Inquiry Protocol (attached).

## Appointment

The term of the appointment will be for a period of five (5) years from the date of the appointment by Municipal Council, with an option to renew for two (2) additional two (2) year periods at the Municipality's sole discretion. The Municipalities reserve the right to act independently of the renewal option and reserve the right to repeal the appointment at anytime without the requirement for notice.

## Subcontracting

The successful respondents shall not assign any portion of the work unless in accordance with the Integrity Commissioner Protocol (attached) and with the written consent of the Clerk.

## Selection Process

The selection process will start with a review of the contents of the submissions as received, any clarifications requested and from reference checks. The Town of Kirkland Lake and the Township of Larder Lake reserves the right to reject any or all submissions and shall not be bound to accept any of them.

The Municipalities shall have the right to negotiate with an identified preferred candidate the terms and conditions of the proposal, the details of the contract and the inclusion or exclusion of all or any portion of the role of the Integrity Commissioner outlined in this document. Negotiations may take the form of adding, deleting or modifying requirements to obtain the best possible price. There is no obligation to negotiate with only one respondent to the exclusion of the other respondents.

## Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent. The evaluation criteria will be as follows:

Category	Weight
<p><b>Investigative Experience</b></p> <p>Respondents are to give at least two (2) examples which demonstrate how their previous experience aligns with the role of the proposed Integrity Commissioner such as:</p> <ul style="list-style-type: none"> <li>• Impartiality and neutrality in managing sensitive inquiries and conducting investigations and making appropriate recommendations;</li> <li>• Expertise with investigative techniques and procedures and in gathering of evidence and its legal interpretation; and</li> <li>• Adjudicative skills or similar related experience.</li> </ul>	20%
<p><b>General Municipal Knowledge</b></p> <p>Respondents shall provide: A minimum of two (2) examples which demonstrate broad knowledge and experience related to municipal government, the role of a municipal integrity commissioner, as well as practices, procedures, methods and mandates related to the municipal sector.</p>	20%
<p><b>Knowledge of Ontario Municipal Law</b></p> <p>Respondents shall provide: One (1) example which demonstrate broad knowledge and experience related to municipal government and the role of a municipal integrity commissioner.</p>	15%
<p><b>Price – Costing Proposal Overall submitted price for services</b> Respondents shall provide an hourly rate for their services and a list of proposed related expenses.</p>	30%
<p><b>Timely Performance</b></p> <p>Provide examples, which demonstrate past experiences where files have been successfully reported upon and the number of days to close and report upon each file.</p>	15%
<b>TOTAL</b>	100%

## Fee Structure

The Integrity Commissioner shall be engaged at an hourly rate, when required. A quote for travel and accommodation to either municipality is required. Electronic attendance will be accepted as an alternative to in person attendance.

## Insurance (from successful respondents only)

The successful respondent shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the contract or otherwise stated, the following:

### Commercial General Liability

The Integrity Commissioner shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

The policy shall include The Town of Kirkland Lake and the Township of Larder Lake as an additional insured for all work performed by or on behalf of the Integrity Commissioner .

The Integrity Commissioner 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 Integrity Commissioner. The liability limits for owned and non-owned vehicles shall be a minimum of Two Million Dollars (\$2,000,000.00) per occurrence.

The Integrity Commissioner shall carry Professional Liability Insurance with coverage of at least Two Million Dollars (\$2,000,000) per claim.

The Integrity Commissioner 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 the appointment.

### Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained for a limit of not less than \$2,000,000. If such insurance is issued on a claims made basis, coverage shall contain a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the Municipalities in writing at least thirty (30) days prior to the effective date of the

cancellation. The insurance policy will be in a form and with a company, which are, in all respects, acceptable to the Municipalities.

## Freedom of Information and Protection of Privacy

The Municipalities are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Respondents must identify in their submission any information they deem to be confidential and which should remain confidential. Respondents must specify the reasons and those sections of the Act which support the confidentiality.

Confidential information must be submitted in a separate section of the submission. This will enable the Municipalities to make non-confidential sections of the submission available to the public.

In all circumstances, the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* will prevail.

## Accommodation for Proponents with Disabilities

The Town of Kirkland Lake and Township of Larder Lake are committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the Ontario Human Rights Code, Ontario's with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the Municipalities will accommodate for a disability, ensuring full and equitable participation throughout the RFP process.

If a proponent requires this RFP in a different format to accommodate a disability, the proponent must contact the Municipal Contact as soon as possible and in any event prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting proponent and all addenda will be issued in such different format only to the requesting proponent.

Additionally, the proponent must be able to submit any documents in accessible formats to the Municipalities. A compliance agreement is attached to include with the submission.

## Questions

Questions may be addressed to the Municipal Clerk of the Town of Kirkland Lake:



Meagan Elliott  
Email: [Meagan.elliott@tkl.ca](mailto:Meagan.elliott@tkl.ca)  
Phone: 705-567-9361 x 238

## Rights Reserved by the Municipalities

The Municipalities reserve the right without prejudice to reject any and all submissions in whole or in part, and to determine in its own best judgement, the businesses or individuals best qualified to undertake this contract.

The Municipalities are not responsible for any costs incurred by the respondents in the preparation of this submission or attendance at any selection interviews (if required).

The Municipalities reserve the right to terminate the contract without notice at any time.

The Municipalities reserves the right to schedule and/or request required services or to call in alternate services if the proponent is unable to provide the service when it is requested.

The Municipalities will hire the successful Proponent on an as and when required basis and does not guarantee a specific quantity of work.

## Submission Requirements

Submissions should include, but not be limited to, the following information:

- Contact information, including the business or individual's full name, complete address, telephone number, fax number, contact person's full name and email address;
- A brief description of your firm – its clients, its history, its projects, its staff;
- An outline of the services to be provided (Work Plan);
- An outline of past experience in similar projects;
- Signed compliance agreement (attached);
- Examples of files and the time to close each;
- References (see below for more detail);
- Any other supporting information you may wish to include with your submission

Failure to complete and include information as required may result in your submission not being considered. Respondents shall address each and every required item as indicated above.

Public opening of the Proposals will take place on June 30, 2020 at 2:00 p.m. Access can be obtained electronically to the public opening via Zoom. Please send an e-mail to [meagan.elliott@tkl.ca](mailto:meagan.elliott@tkl.ca) should you wish to be present for the public opening.

## References

Please state the name, address, phone number and contact person for all references supplied.

The submission of a response authorizes the Municipalities to contact all references provided. Failure to provide references and details of experience may result in the submission not being considered.

## Closing Date and Time

Submissions must be received by courier, mail, fax or email no later than 2 p.m. on June 30, 2020 to:

Town of Kirkland Lake

P.O. Box 1757, 3 Kirkland Street  
Kirkland Lake, Ontario  
P2N 3P4

Att: Meagan Elliott, Clerk

Fax: 705-567-3535

Email: [meagan.elliott@tkl.ca](mailto:meagan.elliott@tkl.ca)

## Project Timelines

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

Issue RFP	May 29, 2020
Deadline for Questions concerning the RFP	June 25, 2020
Response to RFP Questions	June 26, 2020
<b>Proposal Submission Deadline 2:00pm EDT</b>	June 30, 2020
Notification to successful Consultant	July 15, 2020

## Communications

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

Meagan Elliott, Town Clerk  
P.O. Box 1757, 3 Kirkland Street  
Kirkland Lake, Ontario  
P2N 3P4

Phone: 705-567-9361 x 238  
Fax: 705-567-3535  
Email: [meagan.elliott@tkl.ca](mailto:meagan.elliott@tkl.ca)

The Town of Kirkland Lake and the Township of Larder Lake are not obligated to provide additional information to Consultants, and any information provided is at the sole discretion of the Municipalities.

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

### Proposal Withdrawal or Amendment

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

### Period of Validity & Clarification

Proposals submitted in response to this RFP shall remain valid for a period of 60 days from the submission deadline. The Town of Kirkland Lake and the Township of Larder Lake reserves the right to seek clarification of any aspect of proposals received in response to this RFP. Clarifications provided by Consultants shall be deemed to form part of the proposal submitted by the Consultant.

### Award of Project to Successful Consultant & Notification to Unsuccessful Consultants

The Town of Kirkland Lake and the Township of Larder Lake will endeavour to select an Integrity Commissioner within 15 days of the Proposal Submission Deadline. Written notification will be provided to the successful submission.

## Restrictions of Communications

Participants in this RFP, shall not initiate communication regarding this RFP with any member of Town of Kirkland Lake and Township or Larder Lake staff (including elected officials), except to the contact identified in the RFP document. Participants who violate this clause may be subject to disqualification at the sole discretion of the Municipalities.

## Rights of the Town of Kirkland Lake and the Township of Larder Lake

In addition to any other rights (expressed or implied) the Town of Kirkland Lake and the Township of Larder Lake reserve the following rights:

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

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

## Conflict of Interest

Participants submitting RFP's for this appointment shall disclose any perceived or actual conflict of interest relating to this assignment prior to submission of the proposal and in such circumstances, shall obtain the approval of the Towns to submit a proposal.

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

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



**KIRKLAND LAKE**  
THE RIGHT ENVIRONMENT



## Code of Conduct

*Town of Kirkland Lake*

**Important Disclaimer:** this protocol complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “*Act*”). If you have any questions or concerns about this protocol or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this protocol other than as expressly authorized or directed by Wishart Law Firm LLP.

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## 1. Principles Upon Which This Code is Based

- 1.1 A municipality is a responsible level of government. Improving the quality of municipal governance and administration can best be achieved by encouraging high standards of conduct on the part of all Members. In particular, the public is entitled to expect the highest standards of conduct from the Members of its local government. In turn, adherence to these standards will protect and promote the Municipality's reputation and integrity.
- 1.2 Key statements of principle that underline this Code of Conduct are as follows:
- a) Council, and its Members are the leaders of the Municipality both inside and outside its geographic boundaries. Especially in an age of social media and electronic messaging, strong positive management of the reputation of the Municipality is needed. The statements and behavior of Council affect the Municipality's reputation as a place to live and do business. Conflict and inappropriate conduct among Members, staff, officers and members of the public, adversely affects the Municipality's reputation and is to be avoided. Put differently, Council has a strong role to protect and promote the Municipality and its reputation as an excellent place to live, work and do business;
  - b) Members must serve and be seen to serve their constituents in a conscientious and diligent manner;
  - c) Members must be committed to performing their functions with integrity, avoiding the improper use of the influence of their office, and conflicts of interest, both real and perceived;
  - d) Members are expected to conduct themselves and perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny;
  - e) Members must recognize and act upon the principle that democracy is best achieved when the operation of government is as transparent and accountable to the Public as possible;
  - f) Members shall seek to serve the public interest by upholding both the letter and spirit of the laws of Parliament and the Ontario Legislature, as well as the laws and policies adopted by the Municipal Council;

- g) Members must not use the status of their position to inappropriately influence the decision of another individual or body. For example, to obtain a personal advantage for the Member, the Member's parents, children, spouse, staff, friends, associates, business or otherwise; or to disadvantage another party.
- h) Members shall be respectful of the role of staff to provide advice with political neutrality and objectivity and without undue influence from a Member or Members.

## 2. Application of this Code

2.1 This Code of Conduct applies to every Member.

## 3. Definitions

3.1 In this Code of Conduct:

- a) "Benefit" means preferential treatment, privileged access, favours or other advantage including, but not necessarily limited to, invitations to sporting, cultural or social events, access to discounts and loyalty programs and promises of a new employment.
- b) "Ceremonial Gift" means official gifts provided as part of the culture or practices of communities or government within Canada or internationally, which although they may be given to a Member, are accepted by a Member on behalf of a municipality and become the property of a municipality.
- c) "Child" means a child born within or outside marriage and includes any adopted child, step child, foster child and a person whom a Member has a demonstrated a settled intention to treat as a child of his or her family;
- d) "Confidential Information" means any information in the possession of, or received in confidence by, the Municipality that the Municipality is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* or any other law. Confidential Information also includes information of a corporate, commercial, scientific or technical nature received in confidence from third parties; personal information; information that is subject to solicitor-client privilege; information that concerns any confidential matters pertaining to personnel, labour relations, litigation, property acquisition, the security of the property of the Municipality or a Local

Board; and any other information lawfully determined by the Council to be confidential, or required to remain or be kept confidential by legislation or order.

- e) “Council” means the Council of the Town of Kirkland Lake.
- f) “Gift” means free or discounted items or services and any item or service that would, viewed in light of all the circumstances, be regarded as a gift by a reasonable Person not including Ceremonial Gifts.
- g) “Hospitality” means the friendly reception and entertainment of guests, which may range from light refreshments at a meeting to expensive restaurant meals and sponsored travel or accommodation.
- h) “In-camera meeting” means a meeting, or part of a meeting, closed to the public pursuant to section 239 of the *Municipal Act, 2001*.
- i) “Information” includes a record or document written or otherwise;
- j) “Integrity Commissioner” means the Person appointed by by-law in accordance with section 223.3 of the *Municipal Act, 2001* and who is responsible for performing, in an independent manner, the functions assigned by the Municipality with respect to the application of the Code of Conduct for Members.
- k) “Local Board” means, for the purpose of this Code of Conduct, a local board other than:
  - i. A society as defined in subsection 2(1) of the *Child, Youth and Family Services Act, 2017*;
  - ii. A board of health as defined in subsection 1(1) of the *Health Protection and Promotion Act*;
  - iii. A committee of management established under the *Long-Term Care Homes Act, 2007*;
  - iv. A police services board established under the *Police Services Act* and/or the *Police Services Act, 2018*;
  - v. A board as defined in section 1 of the *Public Libraries Act*; and
  - vi. A corporation established in accordance with section 203 of the *Municipal Act, 2001*;

- l) “Member” means a member of Council, which shall include the Mayor/Reeve, members of Committees and members of Local Boards, unless, with respect to members of Local Boards, the context requires otherwise, and shall not include staff or ratepayers.
- m) “Officer(s)” means a person who holds a position of responsibility with definite rights and duties prescribed by statute or by-law.
- n) “Parent” means a person who has demonstrated a settled intention to treat a child as a part of his or her family whether or not that person is the natural parent of the child;
- o) “Person” includes a corporation, partnership, association and any other entity, as the context allows; and
- p) “Spouse” means an individual to whom an individual is married or with whom an individual is living in a conjugal relationship outside marriage.
- q) “Transparency” means that the municipality actively encourages and fosters stakeholder participation and openness in its decision-making processes. It means that the municipality’s decision-making process is open and clear to the public.

## 4. Compliance with Declaration of Office

- 4.1 Every Member shall act in accordance with his or her declaration of office sworn pursuant to section 262 of the *Municipal Act, 2001*. A copy of the Declaration of Office is attached as Schedule “A”.

## 5. Adherence to Council Policies and Procedures

- 5.1 Every Member shall observe and comply with every provision of this Code of Conduct, as well as all other policies and procedures adopted or established by Council.

## 6. Conduct at Meetings

- 6.1 Every Member shall conduct himself or herself properly and in a civil and respectful manner at meetings, and in accordance with the provisions of the Procedural By-law, this Code of Conduct, and other applicable law.

- 6.2 Members will respect the decision-making process. Members will attempt to accurately and adequately communicate the attitudes and decisions of Council, even if they disagree with a majority decision of Council.
- 6.3 Members shall strive to attend all Council Meetings. Any Member who is unable to attend a Council Meeting shall advise the clerk as soon as is reasonably possible of the reason for their absence.

## 7. Conduct Respecting Others

- 7.1 Every Member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. The Member shall be familiar with, and comply with, the Municipality's Workplace Anti-Violence, Harassment and Sexual Harassment Policy.
- 7.2 A Member shall not use indecent, abusive or insulting words, tone or expressions toward any other Member, any municipal staff or any member of the public.
- 7.3 A Member shall not speak in a manner that is discriminatory to any individual, based on any protected grounds. Protected grounds include: citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, and gender expression<sup>1</sup>.

## 8. Conduct Respecting Staff and Officers

- 8.1 Under the direction of the senior administrative staff, and in accordance with the decisions of Council, staff and Officers are required to serve the municipal corporation as a whole. Every Member shall be respectful of the role of staff and Officers to provide advice based on political neutrality and objectivity and without undue influence from any Member or group of Members. Accordingly, no Member shall maliciously or falsely injure or impugn the professional or ethical reputation of any staff person or Officer.
- 8.2 Members shall acknowledge and respect the fact that staff carry out directions of Council, through senior staff, including but not limited to the treasurer, clerk, director of public works, and administer the policies of the Municipality. No Member shall perform, direct or attempt to undermine the duties of any staff person or Officer except in accordance with the Municipality's procedural by-law.

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<sup>11</sup> See *Human Rights Code*, R.S.O. 1990, c.H.19

- 8.3 Every Member shall show respect for staff and Officers, and for their professional capacities and responsibilities.
- 8.4 No Member shall direct, instruct or compel any staff member or Officer to engage in partisan political activities or subject any staff member or Officer to threat or discrimination for refusing to engage in any such activity.
- 8.5 No Member shall use or attempt to further his or her authority or influence by intimidating, threatening, coercing, commanding or improperly influencing any staff person or Officer or interfering with that person's duties, including the duty to disclose improper activity.

## 9. Gifts, Benefits and Hospitality

- 9.1 For the purposes of this Code, Gifts, Benefits and Hospitality provided, with a Member's knowledge, to that Member's spouse, child or parent, or to his or her staff, that is connected directly or indirectly to the performance of the Member's duties, are deemed Gifts, Benefits and Hospitality provided to that Member.
- 9.2 No Member shall accept Gifts, Benefits and Hospitality connected directly or indirectly with the performance of his or her duties, unless permitted under one or more of the exceptions listed below:
- 9.3 Each of the following is recognized as an exception:
- a) compensation authorized by law;
  - b) Gifts, Benefits and Hospitality of the kind that normally accompanies the responsibilities of office and is received as an incident of protocol or social obligation;
  - c) a political contribution otherwise authorized and reported as required by law, in the case of a Member running for office;
  - d) services provided without compensation by a Person volunteering their time in a function that would not normally be provided for compensation;
  - e) a suitable memento of a function honouring the Member;

- f) food, lodging, transportation or entertainment lawfully provided by any Provincial, regional or local government or board or political subdivisions of any of them, by the Federal government, a foreign government, or by those organizing a conference, seminar or event where the Member is speaking or attending in an official capacity;
- g) food and beverage consumed at a banquet reception or similar event, if:
  - i. attendance by the Member is for a legitimate municipal purpose;
  - ii. the Person extending the invitation, or a representative of the organization holding the event, is in attendance; and
  - iii. the value is reasonable;
- h) communications to the office of a Member, even if such communication would, in the ordinary course, require a subscription; and
- i) a sponsorship or donation for a community event organized or run by a Member, or a third party on behalf of a Member, subject to the limitations set out in any applicable municipal policy.

9.4 Except for exception 9.3 (c) (political contributions allowable by law), these exceptions do not apply where Gifts, Benefits and Hospitality are provided by a lobbyist or a lobbyist's client or employer. In this provision, a lobbyist is an individual, organization or business who or that:

- a) lobbies, or causes the lobbying of, any public office holder of the Municipality, the municipal council or corporation or a Local Board;
- b) the Member knows is attempting or intending to lobby the Member or any of the public, Persons or bodies listed in paragraph (a); or
- c) is maintaining an active lobbyist registration with the Municipality, whether or not with respect to any specific or current subject matter.

9.5 The exceptions in section 9.3 do not apply to a gift from an anonymous sender. No Member shall accept a gift from an anonymous sender. Where a Member receives a gift from an anonymous sender, the Member will turn the gift in to the Clerk who will donate the gift to a charity/organization on the Municipality's approved donation list.

- 9.6 In the case of any of the recognized exceptions in sections 9.3 (b), (e), (f), (h) and (i), to enhance transparency and accountability with respect to Gifts, Benefits and Hospitality, if the value of the Gift, Benefit or Hospitality is over \$300, or if the total value of Gifts, Benefits and Hospitality received from any one source during the course of a calendar year exceeds \$300, the Member shall file, within 30 days of receipt, or of reaching the annual limit, a disclosure statement with the Municipality or with its Integrity Commissioner.
- 9.7 The disclosure statement must set out:
- a) the nature of all Gifts, Benefits, and Hospitality;
  - b) its source and date of receipt;
  - c) the circumstances under which it was given and received;
  - d) its estimated value or, if determinable, its exact value;
  - e) what the recipient intends to do with any gift; and
  - f) whether any gift will at some point be provided to the Municipality.
- 9.8 Every disclosure statement filed under this Code shall be made a public record and posted in a place available for public review.
- 9.9 Upon receiving a disclosure statement, the Municipality or the Integrity Commissioner, as the case may be, shall examine, or in the case of the Municipality, appoint a Person to examine, the disclosure statement to ascertain whether the receipt of any Gifts, Benefits, or Hospitality, in his or her opinion, acting reasonably, contravenes this Code. Making such determination shall include providing the Member an opportunity to provide an explanation as to why receipt of any Gift, Benefit or Hospitality at issue does not contravene this Code.
- 9.10 Should a determination be made that receipt of any Gift, Benefit or Hospitality contravenes this Code, the Member shall be directed to promptly return, dispose of, or reimburse the person giving the Gift, Benefit or Hospitality, for the full value thereof, as applicable or remit the value of any gift or benefit already consumed to the Municipality.



## 10. Confidential Information

- 10.1 **No Member shall disclose, release, sell or publish by any means directly or indirectly, to any person or to the public, any Confidential Information acquired by virtue of his or her office**, in any form including, but not limited to, written notes, reports, oral and video recording, pictures, electronic correspondence, and any form of social media except when required or authorized by Council or otherwise by law to do so.
- 10.2 No Member shall use Confidential Information for personal or private gain or benefit, or to disadvantage any other person or body.
- 10.3 Unless required by law, no Member shall disclose the substance of deliberations of meetings held *in-camera* and that are authorized to be held *in-camera* under the *Municipal Act, 2001* or any other legislation unless or until Council discloses such information at a meeting that is open to the public or otherwise releases such information to the public.
- 10.4 Without limiting the generality of the foregoing, no Member shall, without lawful authority, disclose or make personal use of any of the following types of Confidential Information:
- a) Information concerning litigation, negotiation or personnel or labour matters;
  - b) Information the publication of which may infringe on the rights of any person (e.g. source of a complaint where the identity of a complainant is given in confidence);
  - c) Price schedules in any contract, tender or proposal document while such remains Confidential Information;
  - d) Information deemed to be “personal information” under the *Municipal Freedom of Information and Protection of Privacy Act*, and
  - e) Any other information or statistical data required by law not to be released.
- 10.5 No Member shall obtain access, or attempt to gain access, to Confidential Information in the custody of the Municipality, Local Board or Committee except to the extent that such access is necessary for the performance of his or her duties and such access is not prohibited by Council or otherwise by law.

## 11. Use of Municipal Property, Services and Other Resources

- 11.1 No Member shall use, or permit the use of, municipal equipment, land, facilities, supplies, services, staff or other resource, including any municipally-owned information, website, or funds allocated for Member expenses, for any purpose or activity other than the lawful business of the municipal corporation. No Member shall seek or acquire any personal financial gain from the use or sale of Confidential Information, or of any municipally-owned intellectual property including any invention, creative writing or drawing, computer program, technical innovation, or any other information or item capable of being patented or copyrighted, for which property remains exclusively that of the Municipality.

## 12. Conduct of Election Campaign

- 12.1 Every Member shall comply with all applicable requirements of the *Municipal Elections Act, 1996* and with the Municipality's municipal or board resources rules and procedures established pursuant to section 88.18 of the *Municipal Elections Act, 1996*.
- 12.2 No Member shall use Confidential Information, facilities, equipment, supplies, services, or other resources of the Municipality, including any Member newsletter or website linked through the Municipality's website, for any election campaign or campaign-related activity. No Member shall undertake campaign-related activities on municipal property during regular working hours unless authorized by the Municipality.
- 12.3 No Member shall use the services of any person for election-related purposes during hours in which that person receives any compensation from the Municipality.

## 13. No Improper Use of Influence

- 13.1 No Member shall use the influence of his or her office for any purpose other than for the lawful exercise of his or her official duties and for municipal purposes.
- 13.2 No Member shall use his or her office or position to influence or attempt to influence the decision of any other person, for the Member's private advantage, the private advantage of the Member's parent, child, spouse, staff member, friend or associate, business or otherwise or the disadvantage of others. No Member shall attempt to secure preferential treatment beyond activities in which Members normally engage on behalf of their constituents as part of their official duties. No Member shall hold out the

prospect or promise of future advantage through the Member's supposed influence within Council in return for any action or inaction.

- 13.3 For the purposes of this provision "private advantage" does not include a matter:
- a) That is an interest in common with electors generally as defined in the *Municipal Conflict of Interest Act*;
  - b) that affects a Member, his or her parents/children or spouse, staff, friends or associates, business or otherwise, as one of a broad class of persons; or
  - c) that concerns the remuneration or benefits of a Member.
- 13.4 This provision does not prevent a Member from requesting that Council grant a lawful exemption from a policy.

## **14. Non-Compliance with this Code of Conduct – Sanctions**

- 14.1 A Member found by the Integrity Commissioner to have contravened any provision of this Code, may be subject to one or more of the following consequences imposed by Council as referred to in the following:
- a) a reprimand;
  - b) suspension of the remuneration paid to the Member in respect of his or her services as a Member of the Council or Local Board, for a period of up to 90 days;
  - c) Other penalties, including, but not necessarily limited to:
    - i. Removal from membership of a Committee or Local Board;
    - ii. Removal as Chair of a Committee or Local Board;
    - iii. Require repayment or reimbursement of moneys received;
    - iv. Return of property or reimbursement of its value;
    - v. A request for an apology;
    - vi. Revocation of travel or another budget;
    - vii. Request for resignation; and

- viii. Trespass order restricting access except for Council Meetings.

## 15. No Reprisal or Obstruction in the Application or Enforcement of this Code

- 15.1 Every Member must respect the integrity of the Code of Conduct and inquiries and investigations conducted under it and shall co-operate in every way possible in securing compliance with its application and endorsement. Any reprisal or threat of reprisal against a complainant or any other person for providing relevant information to the Integrity Commissioner or any other person is prohibited. It is also a violation of the Code of Conduct to obstruct the Integrity Commissioner or any other municipal official involved in applying or furthering the objectives or requirements of this Code, in the carrying out of such responsibilities or pursuing any such objective.
- 15.2 Every Member shall cooperate with the Integrity Commissioner if the Integrity Commissioner conducts an inquiry concerning an alleged contravention of this Code.

## 16. Statutes and Policies Regulating the Conduct of Members

- 16.1 In addition to this Code of Conduct, the following Ontario legislation also governs the conduct of Members:
- a) the *Municipal Act, 2001* as amended;
  - b) the *Municipal Conflict of Interest Act*;
  - c) the *Municipal Elections Act, 1996*;
  - d) the *Municipal Freedom of Information and Protection of Privacy Act*;
  - e) the *Ontario Human Rights Code*; and,
  - f) the *Occupational Health and Safety Act*.

- 16.2 The following policies govern the conduct of Members:

Accountability and Transparency Policy	December 18, 2007	
Procedural By-Law	July 14, 2015	15-075

- 16.3 The *Criminal Code* also governs the conduct of Members.
- 16.4 A Member may become disqualified and lose his or her seat by operation of law, including being convicted of an offence under the *Criminal Code* or being found to have failed to comply with the *Municipal Conflict of Interest Act*, whether or not the conduct in question involves contravention of this Code of Conduct. In the case of any inconsistency between this Code and a Federal or Provincial statute or regulation the statute or regulation shall prevail. Should any provision of the Code become or be determined to be invalid, illegal or unenforceable, it shall be considered separate and several from the agreement and the remaining provisions shall remain in force.

## 17. Complaints Alleging Violation of This Code

- 17.1 Where a Member, a municipal employee, Officer, or a member of the public has reasonable grounds to believe that a Member(s) has contravened this Code, a complaint may be submitted to the Clerk's Department in the prescribed form which will be forwarded to the Municipality's Integrity Commissioner who will process it in accordance with the Integrity Commissioner Inquiry Protocol attached hereto as Schedule "B". The Complaint may also be submitted directly to the Integrity Commissioner in the event that such office is readily accessible.
- 17.3 Where a Member is found not to have contravened this Code, the Municipality is authorized to protect that Member against costs or expenses incurred by the Member as a result of the complaint proceedings.

**DECLARATION OF OFFICE**  
**(Section 232 of the *Municipal Act, 2001*)**

I, \_\_\_\_\_, having been elected or appointed to the office  
*(name of person)*

of \_\_\_\_\_  
*(name of office)*

in the municipality of \_\_\_\_\_  
*(name of municipality)*

do solemnly promise and declare that:

1. I will truly, faithfully and impartially exercise this office to the best of my knowledge and ability.
2. I have not received and will not receive any payment or reward, or promise thereof, for the exercise of this office in a biased, corrupt or in any other improper manner.
3. I will disclose any pecuniary interest, direct or indirect, in accordance with the *Municipal Conflict of Interest Act*.
4. I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth the Second (or the reigning sovereign for the time being).

And I make this solemn promise and declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me )

at the ..... )

..... )

..... )

on ..... )

20..... )

\_\_\_\_\_

signature of declarant

\_\_\_\_\_

Commissioner for taking Affidavits



**KIRKLAND LAKE**  
THE RIGHT ENVIRONMENT



# Integrity Commissioner Inquiry Protocol

*Town of Kirkland Lake*

**Important Disclaimer:** this protocol complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “Act”). Wishart Law Firm LLP recommends that legal advice be sought by the Integrity Commissioner or anyone acting under his or her authority in responding to an request or conducting an inquiry pursuant to this protocol. If you have any questions or concerns about this protocol or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this protocol other than as expressly authorized or directed by Wishart Law Firm LLP.

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## 1. Introduction

The Municipality has, pursuant to section 223.2 of the *Municipal Act, 2001*, established a Code of Conduct for members of council of the Municipality and members of its Local Boards.

The Municipality will be appointing an Integrity Commissioner whose duties include conducting inquiries in respect of alleged contraventions of the Code of Conduct.

The purpose of this protocol is to set out a framework for the Integrity Commissioner's inquiries into allegations of contraventions of the Code of Conduct.

## 2. Definitions

**“Code of Conduct”** means a code of conduct established pursuant to section 232.2 of the *Municipal Act, 2001*.

**“Elector”** means a person entitled to vote at a municipal election in the Municipality.

**“Integrity Commissioner”** means the Integrity Commissioner appointed by Municipal Council and any individual acting under powers delegated to him or her in writing by the Integrity Commissioner.

**“Local Board”** means a Local Board other than:

- a. A society as defined in subsection 2(1) of the *Child, Youth and Family Services Act, 2017*;
- b. A board of health as defined in subsection 1(1) of the *Health Protection and Promotion Act*;
- c. A Committee of management established under the *Long-Term Care Homes Act, 2007*;
- d. A police service board established under the *Police Services Act, 2018*;
- e. A board as defined in section 1 of the *Public Libraries Act*; and,
- f. A corporation established in accordance with section 203 of the *Municipal Act, 2001*;

**“Member”** means a member of the municipal council and any person on his or her staff and/or a member of a Local Board or a Committee of the Municipality and any person on his or her staff.

**“Requestor”** means the person who has submitted a request to the Integrity Commissioner for an inquiry concerning an alleged contravention of the applicable Code of Conduct.

“**Respondent**” means the person who is alleged to have violated the Code of Conduct and whom an Integrity Commissioner inquiry request has been submitted.

## 3. Integrity Commissioner

### 3.1. Functions

The Integrity Commissioner reports to council and is responsible for performing in an independent manner, the functions assigned by the Municipality with respect to any of the following:

1. The application of the Code of Conduct for Members.
2. The application of any procedures, rules and policies of the Municipality and Local Boards governing the ethical behaviour of Members.

### 3.2. Powers and duties

In carrying out the responsibilities described in section 3.1 above, the Integrity Commissioner may exercise such powers and shall perform such duties as may be assigned to him or her by the Municipality.

### 3.3. Delegation

After satisfying himself or herself that a person is fully capable of carrying out the Integrity Commissioner’s powers or duties, the Integrity Commission may, in writing, delegate to any person, other than a member of council, any such duties or powers. For greater certainty, if the Integrity Commissioner delegates any duties or powers, the Integrity Commissioner may continue to exercise the delegated powers and duties despite the delegation.

### 3.4. Outside assistance

In performing any of his or her duties, the Integrity Commissioner may engage outside assistance or consult with the Municipality’s legal counsel. When the Municipality’s legal counsel is assisting the Integrity Commissioner, their role is solely to assist the Integrity Commissioner and not any particular individual.

## 4. Inquiry by Integrity Commissioner re Code of Conduct

### 4.1. Request for inquiry

A request for inquiry may be made in writing to the Integrity Commissioner by a Member, staff or member of the public about whether a Member has contravened the Code of Conduct.

### 4.2. Request contents

A request for inquiry under section 4.1 above may be in the form set out in Schedule “A” or, otherwise, shall include sufficient information to set out a prima facie contravention of the applicable Code of Conduct, including, but not necessarily limited to, all of the following:

- The Requestor’s name and contact information.
- What happened – a description of the events or situation.
- When it happened – dates and times of the events or incidents.
- Where it happened – the location(s) where the events or incidents occurred.
- Who saw it happen – the names of any witnesses, if any.

### 4.3. Jurisdiction re workplace violence, harassment, and sexual harassment

Requests for inquiry made under this section must specifically refer to alleged contraventions of the Code of Conduct by a Member. Allegations of workplace violence, harassment, and sexual harassment by a Member must be reported in the manner set out in the Town of Kirkland Lake Workplace Anti-Violence, Harassment and Sexual Harassment Policy and must be reported as provided thereunder and that policy shall exclusively apply in respect of any such report.

### 4.4. Request review

The Integrity Commissioner will conduct an initial review of the request to ensure that it is a proper allegation of a breach of the Code of Conduct . If, after the initial review, the Integrity Commissioner determines that the request is not properly an allegation of a breach of the Code of Conduct, there are insufficient grounds to believe that there has been a contravention of the Code of Conduct, or the Integrity Commissioner determines that an inquiry is not appropriate for any other reason in the Integrity Commissioner’s reasonable discretion, the Integrity Commissioner will dismiss the request. When determining if an inquiry is appropriate, the Integrity Commissioner may, among other things, take into account the date of the alleged

breach. Further, the Integrity Commissioner shall, in his or her discretion, dismiss the request if, upon initial review the Integrity Commissioner determines that the Requestor has not supplied the information as mentioned by section 4.2, the Integrity Commissioner will advise the Requestor that he or she must supply additional information and shall take no further action until the information is provided.

#### **4.5. Powers on inquiry**

The Integrity Commissioner may elect to exercise the powers under sections 33 and 34 of the *Public Inquiries Act, 2009*, in which case, notwithstanding anything to the contrary herein, those sections apply to the inquiry.

#### **4.6. Information**

The Municipality, its Local Boards and Committees shall give the Integrity Commissioner such information as the Integrity Commissioner believes to be necessary for an inquiry including free access to all books, accounts, financial records, electronic data processing records, reports, files and other papers, things or property belonging to or used by the Municipality, Committee or a Local Board. For greater certainty, providing the Integrity Commissioner with information concerning legal advice shall be deemed not to constitute a waiver of solicitor-client privilege.

#### **4.7. Penalties the Municipality may impose**

Council may impose any of the following penalties on a Member if the Integrity Commissioner reports to the Municipality that the Member has contravened the Code of Conduct:

1. A reprimand.
2. Suspension of the remuneration paid to the Member for a period of up to 90 days.
3. Other penalties, including but not necessarily limited to:
  - a. Removal from membership of a Committee or Local Board;
  - b. Removal as Chair of a Committee or Local Board;
  - c. Require repayment or reimbursement of moneys received;
  - d. Return of property or reimbursement of its value;
  - e. Request for resignation;
  - f. Trespass Order restricting access except for Council meetings;

- g. A request for an apology to Council, the Requestor or other relevant party;  
and
- h. Revocation of travel or other budget.

#### **4.8. Penalties the Local Board may impose**

A Local Board may impose any of the penalties described in section 4.7 above on a member of the Local Board if the Integrity Commissioner reports to the Local Board that, in his or her opinion, the member of the Local Board has contravened the Code of Conduct applicable to the Member of the Local Board, and if the Municipality has not imposed a penalty on the member of the Local Board under section 4.7 above in respect of the contravention.

## **5. Conduct of inquiry**

The Integrity Commissioner may conduct such inquiry as he or she considers necessary in response to a compliant request under sections 4 above and such inquiry may include all or some of the following:

- Informing the Respondent of the inquiry;
- Interviewing the Requestor, the Respondent, any person involved in the incident, and any identified witnesses;
- Interviewing any other person who may have knowledge of the incidents related to the inquiry or any other similar incidents; and
- Reviewing any information the Integrity Commissioner believes necessary and documenting such review.

## **6. Reference to appropriate authorities**

### **6.1. Referral of matter by Integrity Commissioner**

If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of the Criminal Code of Canada or any other *Act*, the Integrity Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting investigation, including but not limited to police investigations and/or charges have been finally disposed of, and shall report the suspension to council. Contravention of any other *Act* includes, but is not limited to, contravention of the *Occupational Health and Safety Act*.

## **6.2. No derogation of rights**

The provisions of this protocol in no way affect the right of anyone to:

- (a) contact the police, other law enforcement agency, or any other appropriate authority on their own initiative;
- (b) exercise their right(s) under any legislation; or
- (c) take any other available legal action.

## **7. Confidentiality**

### **7.1. Integrity Commissioner's duty of confidentiality**

The Integrity Commissioner and every person acting under his or her jurisdiction shall preserve confidentiality with respect to all matters that come to his or her knowledge in the course of performing his or her duties. This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

### **7.2. Confidentiality of those involved in inquiry**

Out of respect for the relevant individuals, it is essential that the Requestor, Respondent, witnesses and anyone else involved in an inquiry conducted by the Integrity Commissioner hereunder maintain confidentiality throughout the inquiry and afterwards.

### **7.3. Disclosure required by law**

Notwithstanding sections 7.1 or 7.2 above, information may be disclosed in a criminal proceeding, or as required by law.

### **7.4. Retention of records**

The Integrity Commissioner and person providing outside assistance to the Integrity Commissioner pursuant to section 3.4 above, shall retain all records related to any inquiry indefinitely.



## 8. Reports

### ***8.1. Periodic report to council***

If the Integrity Commissioner provides a periodic report to the Municipality on his or her activities, the Integrity Commissioner may summarize advice he or she has given, but shall not disclose confidential information that could identify a person concerned.

### ***8.2. Report about conduct***

After completing an inquiry, the Integrity Commissioner shall provide a written report to the Municipality or the Local Board (the “Report”).

The Integrity Commissioner may disclose in the Report, such matters as in the Commissioner’s opinion are necessary for the purposes of the Report. Where the Integrity Commissioner finds that there has been a contravention of the Code of Conduct, the Report may, at the Integrity Commissioner’s discretion, contain the following:

1. An outline of the Integrity Commissioner’s finding; and,
2. The terms of any recommended corrective action;

Where the Integrity Commissioner finds that there has been a contravention of the Code of Conduct, the Report must contain sufficient information for the Municipality or Local Board to determine whether or not to impose penalties under sections 4.7 and 4.8.

### ***8.3. Report to Council or Local Board***

Upon receipt of the Report, the Clerk shall indicate, on the regular agenda of Council or the Local Board, notice of intent from the Integrity Commissioner to submit a Report for consideration at the following regular meeting.

The Respondent shall have the right of reply when the Report is considered by the Municipality or the Local Board.

Upon review of the Report, Council shall pass a resolution stating whether or not it intends to take action in response to the Report, and if so what action Council will take.

#### **8.4. Publication of reports**

The Municipality and each Local Board shall ensure that reports received from the Integrity Commissioner by the Municipality or by the Local Board, as the case may be, are made available to the public upon request.

### **9. Bad Faith Requests**

If a person or entity makes a request for an inquiry hereunder and the Integrity Commissioner determines such request is made in bad faith, notwithstanding anything to the contrary in protocol, the Integrity Commissioner may disclose all relevant information concerning the request to the Municipality such that the Municipality may pursue any recourse available against the individual or entity. Examples of bad faith include, but are not limited to, making a report knowing the allegations therein are untrue or making a report for an improper purpose.

### **10. Protocol review**

The Municipality will review this Policy as often as it deems reasonably necessary and will post the most current version of this protocol on its website.

## SCHEDULE "A"

### INTEGRITY COMMISSIONER REQUEST FOR INQUIRY CODE OF CONDUCT

This form will be used to request the Integrity Commissioner conduct an inquiry of an alleged Code of Conduct contravention	Submit completed complaint in a sealed envelope to: <b>Integrity Commissioner</b> <b>Request for Inquiry Re Code of Conduct</b> [ <b>Integrity Commission Contact Information</b> ]
---	--

#### REQUESTOR'S INFORMATION

Last Name:	First Name:
Street Address:	Municipality:
Postal Code:	Phone #:
E-mail Address:	Name of Member:

#### DETAILS OF ALLEGED CODE OF CONDUCT CONTRAVENTION

Date(s) of alleged Code of Conduct contravention:	
Provision(s) of Code of Conduct allegedly contravened:	
Facts constituting the alleged Code of Conduct contravention (please use separate page(s) if required)	
Name(s) and contact information of any witnesses:	
<input type="checkbox"/> I agree to release my identity with regard to this request <input type="checkbox"/> I do NOT agree to release my identity with regard to this request	
Signature:	Date: Year:                      Month:                      Day:

#### FOR OFFICE USE ONLY

Date Received Year:      Month:      Day:	Request #:	Comments:
Personal information contained on this form is collected under the authority of the <i>Municipal Freedom of Information and Protection of Privacy Act</i> and will be used for the purpose of requesting an inquiry.		

**ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES  
CONFIRMATION FORM**

If the nature of your business with the Township of Kirkland Lake and Larder Lake creates the opportunity that any of your staff, contractors or any others associated with you would interact with the public on behalf of the Municipalities it is necessary that the Municipalities ensure those providing service on our behalf have received the Customer Service Training in order that we retain our compliance with the requirements of the Accessibility for Ontarians with Disabilities Act 2005. Please sign below to ensure you are the person able to bind your company and ensure all those in your employ have received the CUSTOMER SERVICE STANDARD TRAINING of the ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT 2005.

If you have any questions please contact Meagan Elliott, Town Clerk 705-567-9361 ex 238 or [Meagan.elliott@tkl.ca](mailto:Meagan.elliott@tkl.ca)  
Please enclose this form with your bid submission.

Company Name \_\_\_\_\_  
Signature of Authorized Individual \_\_\_\_\_  
Position \_\_\_\_\_

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# TOWN OF KIRKLAND LAKE: INTEGRITY COMMISSIONER SERVICES - *PROPOSAL*

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**JUNE 30, 2020**

***SUBMITTED TO:***

Corporation of the Town of Kirkland Lake  
P.O. Box 1757, 3 Kirkland St.  
Kirkland Lake, Ontario  
P2N 3P4

*Attention: Megan Elliot*

***SOLICITATION NUMBER: RFP-553-20***

***SUBMITTED BY:***

DPRA Canada  
60 Adelaide Street East  
Suite 501  
Toronto, ON  
M5C 3E4  
info@dpra.ca  
1-800-661-8437  
www.dpra.ca



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June 30, 2020  
Megan Elliot  
P.O. Box 1757, 3 Kirkland Street  
Kirkland Lake, Ontario  
P2N 3P4

Dear Meagan,

**Re: Integrity Commissioner Services (RFP-553-20)**

DPRA Canada Inc. (DPRA) is pleased to submit this Proposal to the Town of Kirkland Lake for the provision of consulting services to provide Integrity Commissioner Services.

In business since 1972, DPRA provides consulting supports in a variety of areas including organizational review and design, human resources, operational improvement, fairness monitoring and workplace investigations, and program evaluation.

Kim Cholette is being proposed as the DPRA resource to provide services of the Integrity Commissioner for the Town of Kirkland Lake and Township of Larder Lake. Ms. Cholette has a strong background in administrative fairness, adjudication having conducted hundreds of independent investigations for public sector organizations over 10 years. She holds a Master of Laws degree in Administrative Law (LLM, Osgoode Hall Law School). We are confident that Ms. Cholette has breadth of experience and range of skills required for the role of the Integrity Commissioner.

I look forward to speaking with you and your colleagues about the services and expertise that DRRA can offer.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Rochon', is written over a thin horizontal line.

Timm Rochon  
Chief Executive Officer



60 Adelaide St. E, Suite 501  
Toronto, ON  
M5C 3E4  
T| 416-428-8971  
E| timm.rochon@dpra.ca

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## 1. COMPANY PROFILE

### 1.1 OVERVIEW OF PROPOSAL

DPRA Canada (DPRA) is pleased to submit this proposal in response to the request for the services of an Integrity Commissioner for the Town of Kirkland Lake and Township of Larder Lake.

In order to facilitate ease of understanding and to support the requirements outlined in the Request for Proposal (RFP), this proposal is structured as follows:

- Section 1: Company Profile
- Section 2: Project Lead Background & Experience
- Section 3: Methodology & Sample Workplan
- Section 4: Pricing Information
- Appendix A: Curriculum Vitae
- Appendix B: Accessibility Compliance Agreement

### 1.2 COMPANY PROFILE

DPRA Canada Inc. (hereafter referred to as DPRA) is a registered company that has been in operation since 1972. DPRA is a leading Canadian consulting practice in the fields of organizational review and design, human resources, operational improvement, fairness monitoring and workplace investigations, and program evaluation.

DPRA has offices in Toronto, Yellowknife, and Victoria. Though DPRA has served clients in a range of sectors, the majority of our work has been to support the public sector. Over the past 30 years DPRA staff have provided management consulting support to all levels of governments, agencies, and department. DPRA has a long history of successfully working with a wide range of municipal clients in Ontario including: City of Toronto, City of Kingston, Region of Peel, Town of Richmond Hill, Town of Aurora, Town of Markham, City of Pickering, City of St. Thomas, County of Lennox and Addington, and Oxford County. Additional information on DPRA Canada is available at [www.dpra.ca](http://www.dpra.ca)

<b>DPRA Canada Inc.</b>	
<b>Legal Name</b>	DPRA Canada Inc.
<b>Address</b>	60 Adelaide Street East, Suite 501, Toronto ON M5C 3E4
<b>Telephone Number</b>	416.203.7222
<b>Fax Number</b>	416.203.9854
<b>Date Established</b>	March 24, 1999 (as DPRA Canada; 1972 as IER)
<b>Organizational Structure</b>	Corporation
<b>Ownership Structure</b>	Wholly owned by DPRA Incorporated
<b>Corporate Officers</b>	
<i>President and CEO, DPRA Canada</i>	Timm Rochon
<i>CEO, DPRA Inc.</i>	Mark Heinrich

<i>Secretary &amp; Treasurer</i>	Mary Carter
<b>Number of Employees</b>	15
<b>Number of Employees Related to Scope of RFP</b>	1
<b>Business Number</b>	102497989PG0001
<b>Principle Place of Business</b>	Toronto

## 2. PROJECT LEAD BACKGROUND & EXPERIENCE

This section provides an overview of the DPRA Project Lead, Kim Cholette, who is proposed for the role of the Integrity Commissioner. Ms. Cholette’s professional background and experience in the following services categories are described in this section:

- *Investigative Experience*
- *General Municipal Knowledge*
- *Knowledge of Ontario Municipal Law*

For a full CV of the Project Lead please refer to **Appendix A**.

Name / Title	Education	Proposed Role(s) and Responsibilities
Kim Cholette, Vice President	MBA, University of Cape Breton;  L.L.M., Osgoode Hall Law School, York University;  BGS, Simon Fraser University.	<b>Project Lead / Integrity Commissioner:</b> Ms. Cholette will serve as the Project Lead for DPRA and as such will perform the role of the Integrity Commissioner for the Town of Kirkland Lake and Township of Larder lake. In this capacity, Ms. Cholette will be responsible for reviewing and adjudicating complaints brought against Members of Council and of Local Boards. The responsibilities of the Integrity Commissioner are further described in <b>Section 3</b> of this proposal.

### **Kim Cholette – Project Lead / Integrity Commissioner**

Ms. Cholette has over 20 years of public sector experience having worked for the government of British Columbia, as well as the Yukon Territorial Government. She has extensive experience in regulated areas and has worked with a variety of regulations and operational policy and guidance.

With respect of fairness monitoring and/or investigations, Kim has over 10 years of experience. For three years Kim worked as a hearing adjudicator in the Whitehorse Correctional Centre where she presided over hearings in cases of inmates charged with an Offence under the Corrections Act. This involved reviewing allegations; interviewing witnesses; assessing witness credibility; making findings of fact and law; and providing written decisions, including imposing sanctions. During this time, she led over 80 investigations.

Ms. Cholette was an investigator for 7 years with the Yukon Coroner’s Services as well as 2 years with the BC Coroners services, overseeing over 100 investigations into sudden and unexplained deaths.

investigations included developing investigation plans; data collection including interviews; reviewing medical evidence and attending scenes (hospitals; continuing care facilities; correctional facilities; homes). All death investigations involve local police forces; as such, Ms. Cholette is experienced in working across organizational boundaries and with local law enforcement.

For 3 years, Kim was on the Yukon Human Rights Board of Adjudication, a board responsible for hearing human rights violations. She was also a board member of the Yukon Review Board ( an independent panel established under the *Criminal Code* to deal with cases concerning an accused person who is charged with a criminal offence and who is "unfit to stand trial" or is "not criminally responsible by reason of mental disorder").

She holds a Master of Laws - LLM (Osgoode Hall Law) in Administrative Law; a certificate in Essentials for Ombuds; is a Certified Evaluator (CE); and is a certified Workplace Investigator by the Human Resources Professional Association of Canada.

Kim speaks French and English.

## **2.1 INVESTIGATIVE EXPERIENCE**

Ms. Cholette has conducted hundreds of independent investigations over 10 years for a wide range of public sector organizations across Canada. Through her academic, professional, and consulting experience, Ms. Cholette has developed expertise to support various engagements such as fairness monitoring, investigations, and assisting organizations in designing appropriate processes which reflect administrative fairness principles.

The following projects provide key examples of Ms. Cholette's experience in conducting investigations:

### **Community Living BC: Review of Complaints and Client Treatment**

**Fairness Investigator.** Retained by the psychiatric facility to undertake a review of the clinical record related to the treatment of a psychiatric patient on an involuntary certification. The work involved a detailed review of the clinical record over a 4-month period in the context of administrative fairness, specifically focussed on determining whether any statutory powers were exceeded and to determine if there was evidence on file that would give rise to concerns of mistreatment. A report with findings was provided.

**Duration:** 4 months

**Address:** 7th Floor, Airport Square; 1200 – West 73rd Avenue, Vancouver, BC V6P 6G5

**Client Reference:** Lynn Bruce, [Lynn.Bruce@gov.bc.ca](mailto:Lynn.Bruce@gov.bc.ca)

### **Whitehorse Correctional Centre, Yukon Department of Justice**

**Adjudicator/Investigator.** Led over 100 reviews/investigations of cases of inmates charged with offences under the Yukon *Corrections Act*. Reviews involved holding hearings with the inmate; interviewing witnesses and the charging officer in order to review the charge; assessing the evidence and making a finding either in support of the charge or not. In cases where charges were upheld, decisions involved imposing a sanction. Examples of sanctions include loss of privileges such as visitation and/or loss of accrued remission or imposing segregation.

**Duration:** 36 months (over 100 cases)  
**Address:** 25 College Dr, Whitehorse, YT Y1A 5B6

**Government of Nunavut: Workplace Investigations**

**Workplace Investigator.** Provided human resources investigations support to the HR department. Undertook multiple HR investigations related to a variety of allegations.

**Duration:** 2 months  
**Address:** P.O. Box 1000, Station 200, Iqaluit, Nunavut, X0A 0H0

**Department of Health and Social Services, Government of Northwest Territories: Review of Complaints and Client Treatment**

**Fairness Monitor/Investigator.** Retained by GNWT to undertake a review of a Human Resource related decision related to pursuing payment from a former student who was deemed to owe government a fixed sum of money for non-compliance with the terms of a return to work agreement. Ms. Cholette reviewed all records to determine the fairness of the proposed decision by GNWT; assessed the evidence on file and made recommendations with respect to proceeding.

**Duration:** 7 months  
**Address:** P.O. Box1320, Yellowknife, NT, X1A 2L9

**2.2 MUNICIPAL KNOWLEDGE**

In her capacity as an investigator or fairness monitor, Ms. Cholette has had the opportunity to work closely with municipal governments and service providers. In particular, she served as the Fairness and Transparency Advisor for the Capital Regional District and served in the Corners Service in Victoria and Whitehorse, working closely with municipal police. As such, she has a deep understanding of the workings of the municipal sector. This work is described in detail below:

**Capital Regional District (CRD): Development of a Public Complaints Process**

**Fairness and Transparency Advisor.** Responsible for providing the Capital Regional District (CRD) with strategic advice in relation to issues of procedural fairness and transparency. The CRD provides regional decision-making on issues that transcend municipal boundaries to enable effective service delivery to residents regionally, sub-regionally and locally. A primary focus of the work was acting as a monitor of fairness on all processes related to the articulation of wastewater treatment options. In this capacity, Kim provided an ombuds-type service by assessing public complaints related to fairness and transparency and provided written findings. During the 8-month contract Ms. Cholette received 30 complaints. Each complaint involved the following investigative path:

- Development of an investigation plan;
- Evidence collection and review;
- Interviews
- Analysis;
- Written decision with reasons

**Duration:** 9 months (30 cases)  
**Address:** 625 Fisgard Street; Victoria, British Columbia, Canada, V8W 1R7

**BC Coroners Service, Department of Justice**

**Death Investigator.** Responsible for leading investigations into the cause and manner of death; undertaking onsite attendance; file reviews and medical follow up; monitoring autopsies; providing written reports with findings of manner and cause of death. Responsible for investigating over 100 cases. As a coroner in BC, Kim worked with over half a dozen municipal law enforcement agencies.

**Duration:** 24 months (over 100 cases)

**Address:** PO Box 9272, Stn Prov Government; Victoria, BC V8W 9J5

**Yukon Coroners Service, Department of Justice**

**Death Investigator.** Responsible for leading investigations into the cause and manner of death; undertaking onsite attendance; file reviews and medical follow up; monitoring autopsies; providing written reports with findings of manner and cause of death. Responsible for investigating over 35 cases.

**Duration:** 84 months (over 35 cases)

**Address:** Department of Justice (J-10A), Government of Yukon, Whitehorse, Yukon Y1A 2C6

**2.3 KNOWLEDGE OF ONTARIO LAW**

Ms. Cholette holds a Master of Laws degree in Administrative Law (LLM) from Osgoode Hall Law School in Toronto, Ontario and has working knowledge of administrative law relevant to Ontario municipal governments.

The following project involved a review of legislated functions of the Municipal Property Assessment Corporation (MPAC), which provides property valuations to all Ontario municipalities, enabling them to set property taxes:

**Municipal Property Assessment Corporation: Assurance Review of the Office of the Quality Service Commissioner**

**Project Director:** Conducted a mandated assurance review of its Office of the Quality Service Commissioner (OQSC), which is established by the *Municipal Property Assessment Corporation Act*. This review was conducted in an effort to understand and assess the administration and functioning of the OQSC – with emphasis placed on strengths and opportunities for improvement. A report on the findings of the review was presented to the Quality Assurance Committee (which oversees the OQSC) and to MPAC Executive Management Group and was used to inform planning for the OQSC.

The review of the OQSC focused on reporting on and providing recommendations regarding the following:

- Effectiveness of the OQSC in fulfilling its mandate articulated in its charter
- Effectiveness of the OQSC in meeting the needs and expectations of stakeholders
- Changes to the charter to better reflect the current operations and objectives of the OQSC

As Project Director, Ms. Cholette was responsible for providing guidance to inform the direction of the project and production of deliverables. She was actively involved in reviewing and approving deliverables before submission to the client and was the project's key decision-maker.

**Duration:** 3 months

**Address:** 1340 Pickering Parkway, Suite 101, Pickering, ON, L1V 0C4

### 3. METHODOLOGY & SAMPLE WORKPLAN

#### 3.1 UNDERSTANDING OF REQUIREMENTS

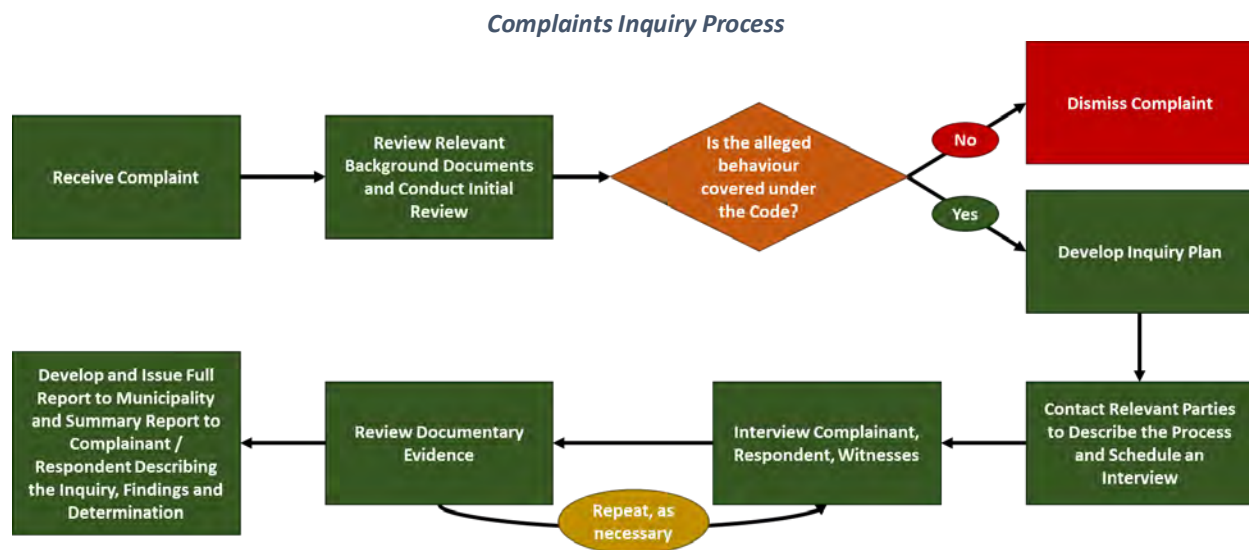
The Town of Kirkland Lake & Township of Larder Lake are looking for an individual or firm to provide services as an Integrity Commissioner. These services include:

- Administering the Code of Conduct, *Municipal Conflict of Interest Act* and any procedures, rules and policies of the municipality and Local Boards governing the ethical behaviour of Members of Council and of Local Boards
- Upon request, providing advice to Members of Council and Local Boards with respect to their obligations under the Code of Conduct, *Municipal Conflict of Interest Act*, and any procedures, rules and policies governing their ethical behaviour
- Upon request, providing educational information to Members of Council and of Local Boards, the municipality and the public about the Code of Conduct and the *Municipal Conflict of Interest Act*
- Conducting inquiries into Code of Conduct complaints

#### 3.2 COMPLAINTS INQUIRY METHODOLOGY

The largest and most important function of the Integrity Commissioner is conducting inquiries into Code of Conduct complaints. The framework of our inquiry process is described in detail here.<sup>1</sup>

The figure below delineates our general approach to conducting complaints inquiries. Please note that this only represents the workflow of a “typical” inquiry. The process for any specific inquiry will depend on the circumstances of the individual case and will unfold as the inquiry proceeds.



<sup>1</sup> If during the course of an inquiry, Ms. Cholette determines that there are reasonable grounds to believe that there has been a contravention of the Criminal Code of Canada or any other Act, the matter will immediately be referred to the appropriate authorities and the inquiry will be suspended until any resulting investigation is completed. The suspension of the inquiry will be reported to Council.



**3.2.1 Initial Review**

Through the Clerk’s Department, Ms. Cholette will receive Integrity Commissioner complaints from Members of Council, municipal employees, Officers or members of the public. An initial review of the complaint will be conducted to ensure that the complaint falls under the Code of Conduct. After the initial review, if Ms. Cholette determines that the alleged behaviour is not covered under the Code or an inquiry is not appropriate for any other reason, she will dismiss the complaint.

**3.2.2 Inquiry Plan**

The purpose of a complaint inquiry plan is to ensure that overarching investigation principles are respected, and that the inquiry is conducted properly. The plan will consider the nature of the complaint or issue, who is involved, and how the Code of Conduct is relevant. It will also include a preliminary witness list and sources of information and evidence.

**3.2.3 Interviews**

Interviews are one of the most crucial stages of an inquiry, as they typically provide the most information about the issue/incident and allow the opportunity to assess the credibility of the complainant, respondent and witnesses. Interviews may initially be limited to the complainant and respondent, and it may only become apparent later on in the inquiry process that other individuals should be interviewed as well. This is highly case dependent.

**3.2.4 Determination**

All complaints inquiries culminate in the investigator making a determination of some kind based on a “balance of probabilities” that leads to a conclusion. Elements that factor into this determination include the credibility of interviewees, any corroboration of facts, as well as documentary evidence.

If Ms. Cholette determines that the complainant has made the complaint in bad faith, she may disclose all relevant information concerning the complaint to the Municipality so that the Municipality may pursue any recourse available against the individual or entity.

**3.3 SAMPLE INQUIRY WORKPLAN**

The following sample workplan outlines the general process that DPRA would use to conduct complaint inquiries in our capacity as Integrity Commissioner. This is only for illustrative purposes; the tasks and scope of any particular inquiry will depend on circumstances of the individual case, and will be developed as information is gathered.

<p><b>Task 1. Initial Review</b></p> <ul style="list-style-type: none"> <li>Review workplace policies, authorities, complaint, legislation, and any other appropriate documents that may govern the inquiry, inform the inquiry plan, and determine if the complaint relates to a matter covered by the Code of Conduct.</li> </ul>
<p><b>Task 2. Develop Inquiry Plan</b></p> <ul style="list-style-type: none"> <li>Review the complaint, develop preliminary witness list, and likely sources of information and evidence that will be used</li> </ul>

- Develop a semi-structured interview guide for the complainant, respondent and witnesses that will clarify events as described in the complaint, and obtain further details about the circumstances around it
  - *Note: The interview guides will not be shared with the Municipality or interviewees, and will only be used to help the interviewer guide the interviews*
- The following are examples of the types of questions that may be included in the interview guide. Actual questions for any given inquiry will be based on the nature of the issue/incident
  - What happened?
  - When/where did it happen?
  - Who was present?
  - Who said or did what? How did others react? In what order did events happen?
  - What precipitated the event?
  - Are there any notes, physical evidence or other documentation of what happened?
  - Who else may have relevant information?

**Task 3. Contact and Interview Complainant, Respondent and Witnesses**

- Ensure that the Municipality has notified the complainant and respondent of the inquiry
- Contact the complainant to request an interview
- Contact the respondent to request an interview
- Contact the witnesses (if applicable) to request interview(s). Witnesses will only be interviewed if Ms. Cholette decides that their evidence is needed
- Take detailed notes during the interviews, including questions asked and responses given

**Task 4. Review Documentary Evidence**

- Obtain and review evidence of the issue/incident (e.g., emails, video surveillance, books, accounts, financial records, electronic data processing records, reports, files) and any other relevant documents identified during the inquiry process
- It is assumed that the Municipality, its Local Boards and Committees shall provide Ms. Cholette with access to this data, as requested

*Note: Although the review of documents is placed at a specific point in the timeline of the workplan, it is important to note that, in reality, it is an ongoing process that will occur throughout the inquiry as relevant documents are identified and obtained.*

**Task 5. Findings**

- Develop a Report that includes findings of fact (i.e., what happened) and findings of law (i.e., did a breach of the Code occur)
- Develop a separate report on recommended corrective actions (if applicable)

**Task 6. Records Management**

- After conclusion of the inquiry, DPRA will indefinitely retain all records related to the inquiry in a secure manner

**Task 7. Management of Inquiry Process**

- Ensure that issues and risks are identified in a timely manner, and addressed in a manner that does not affect the successful or timely completion of the inquiry



### 3.3.1 Sample Report Outline

The following is a sample report outline of a typical DPRA complaints inquiry. Typically, a full report will be provided to the Municipality, and a summary report excluding any information that would breach confidentiality will be provided to the complainant and respondent. The report outline below is only an example; the content of any particular inquiry report will be dependent on circumstances and needs of the individual case.

- Summary of Complaint
- Inquiry Process
  - Notification to Parties
  - Interviews
  - Documents Reviewed
- Complainant Perspective
- Respondent Perspective
- Applicable Laws, Policies and Code of Conduct Provisions
- Background
- Evidence of Complainant, Respondent and Witnesses
- Credibility Assessment
- Findings of Fact
- Determination (*i.e., did behavior constitute a violation of the Code*)
- Recommended Corrective Action (*if applicable, this would be included in a separate report*)

### 3.3.2 Inquiry Timelines

DPRA will make every effort to complete Integrity Commissioner inquiries in a timely manner. In general, we aim to have most inquiries completed within 30 days, unless there are extenuating circumstances such as:

- Several witnesses
- Key parties/witnesses not available, including availability due to leaves from the workplace
- Police or other agency investigation

**4. PRICING INFORMATION**

**4.1 HOURLY RATE**

As per the RFP, the Integrity Commissioner shall be engaged at an hourly rate for all duties related to the appointment. The hourly rate is listed below.

<i>Hourly rate applicable to Integrity Commissioner engagement (for Kim Cholette)</i>	<b>\$245.00</b>
---	-----------------

**4.2 TRAVEL & ACCOMODATIONS**

The quote below includes estimated roundtrip travel costs between Toronto and Kirkland Lake, and nightly accommodation rates. We will endeavour to conduct as much work as possible through electronic attendance and will travel to the municipalities to perform the duties of the Integrity Commissioner only when necessary.

<i>Roundtrip travel cost between Toronto and Kirkland Lake</i>	<b>\$715.00</b>
<i>Nightly accommodation cost in Kirkland Lake</i>	<b>\$160.00</b>

**APPENDIX A: CURRICULUM VITAE**

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### **GENERAL BIOGRAPHY**

Ms. Cholette has over 20 years of public sector experience having worked for the government of British Columbia, as well as the Yukon Territorial Government. She has extensive experience in regulated areas and has worked with a variety of regulations and operational policy and guidance.

With respect of fairness monitoring and/or investigations, Kim has over 10 years of experience. For three years Kim worked as a hearing adjudicator in the Whitehorse Correctional Centre where she presided over hearings in cases of inmates charged with an Offence under the Corrections Act. This involved reviewing allegations; interviewing witnesses; assessing witness credibility; making findings of fact and law; and providing written decisions, including imposing sanctions. During this time, she led over 80 investigations.

Ms. Cholette was an investigator for 7 years with the Yukon Coroner's Services as well as 2 years with the BC Coroners services, overseeing over 100 investigations into sudden and unexplained deaths. Such investigations included developing investigation plans; data collection including interviews; reviewing medical evidence and attending scenes (hospitals; continuing care facilities; correctional facilities; homes). Death investigations involve with local police forces in all investigations, as such, Ms. Cholette is experienced in working across organizational boundaries and with local law enforcement.

For 3 years, Kim was on the Yukon Human Rights Board of Adjudication, a board responsible for hearing human rights violations. She was also a board member of the Yukon Review Board (an independent panel established under the *Criminal Code* to deal with cases concerning an accused person who is charged with a criminal offence and who is "unfit to stand trial" or is "not criminally responsible by reason of mental disorder").

She holds a Master of Laws - LLM (Osgoode Hall Law) in Administrative Law; a certificate in Essentials for Ombuds; is a Certified Evaluator (CE); and is a certified Workplace Investigator by the Human Resources Professional Association of Canada.

Kim speaks French and English.

### **SELECTED CONSULTANCIES**

- *Department of Health, Government of Northwest Territories*: Undertook a fairness investigation on behalf of a public sector client: The investigation centered on assessing staffs' treatment of a student. The investigation involved a file review of several students' files in receipt of financial support, to determine if the actions taken by government were fair and if proposed sanctions were in line with procedural fairness. The investigation culminated in a report, including recommendations related to imposing administrative sanctions with a view to ensuring that procedural fairness principles were reflected in decision-making (2015);
- *BC Community Living Association*: Led an investigation into staff's treatment of a patient in a psychiatric facility. The investigation involved developing an investigation plan; carrying out interviews; undertaking a detailed review of all file evidence as well as an onsite tour of the facility. The investigation culminated in a report with written reasons (2018);

- *Government of Nunavut, Department of Human Resources:* Conducted workplace investigations for the Government of Nunavut. This involved receiving and reviewing complaints, developing an investigation plan and undertaking workplace investigations (2019);
- *BC Government Legislative Assembly:* Currently supporting the creation of a Respectful Workplace Office for the Legislative Assembly of BC. The project involves developing all processes related to complaints; establishing the office; and undertaking investigations for a defined period while the office gets established (Jan 2020-Present);
- *National Energy Board, Design and Delivery of ADR Services:* Designed a mediation process for alternative dispute resolution (ADR) sessions regarding pipeline routing to promote early informal resolution in disputes between homeowners and the Board and provided mediation services (2017 – 2018);
- *Yukon Government, Department of Health and Social Services, Continuing Care Division:* Performed the services of review and amendment of a complaints policy and procedure. Also designed and delivered an on-line training in support of policy changes (2018 – 2019);
- *Department of Economic Development, Government of Yukon:* Led an investigation into allegations of substance abuse in the workplace. The investigation involved developing an investigation plan; carrying out interviews; and providing written reasons and recommendations (2010);
- *Nunavut Housing Corporation:* Assisted HR Manager in drafting an investigation plan for individual suspected of alcohol abuse and misconduct in the workplace (2017);
- *Whitehorse Community Coroner, Department of Justice, Yukon Coroner Services,* Led investigations into sudden deaths; investigated 20 deaths. (2008 – 2012);
- *BC Ministry of Attorney General, BC Service Coroner Service, Community Coroner,* Led over 100 investigations; investigated over 80 deaths. (2012-2014);
- *Whitehorse Correctional Centre, Department of Justice, Government of Yukon:* Disciplinary Hearing Adjudicator: Led over 100 disciplinary hearings with inmates charged with offences under the Yukon Corrections Act, including allegations of staff mistreatment of inmates (2009 – 2012);
- *Panel Member, Human Rights Board of Adjudication;* Led hearings in matters related to human rights complaints (2010 – 2012);
- *Nunavut Housing Corporation:* Created an employment law tool for managers to assist with managing difficult workplace behaviours. The tool summarized key case law in areas such as sexual harassment; workplace harassment; misconduct; dealing with insubordination; dishonesty; theft, etc. (2017);
- *Panel Member, Yukon Review Board,* Presided over hearings (the Review Board is an independent panel established under the *Criminal Code* to deal with cases concerning an accused person who is charged with a criminal offence and who is "unfit to stand trial" or is "not criminally responsible by reason of mental disorder".) (2010 – 2013);
- *Nunavut Housing Corporation:* Developed and delivered training on basic employment law, including how to undertake investigations (2018);
- *Kluane First Nation:* Recently led a multi-faceted project with a self-governing First Nation, exploring options for occupying areas related to the administration of justice. Project components include assessing potential to make use of civil remedies to address non-criminal behavior which is causing social problems; prosecution; enforcement and adjudication (2016);

- *Capital Regional District:* Appointed as the Fairness and Transparency Advisor (FTA) with the Capital Regional District in BC. The mandate of the FTA was to ensure that the steps taken by staff and the process of costing options related to wastewater treatment, working with host jurisdictions, and preparing an amendment to the Liquid Waste Management Plan were fair, transparent, impartial and objective. In this capacity, the FTA was able to initiate own-initiative investigations; provide advice up-front on proposed processes; and also receive complaints from the public and provide written decisions. Investigations focused on steps and actions taken by staff in moving the project forward. A total of 30 complaints were investigated. (2017-2018);

### **PROFESSIONAL POSITIONS**

- VP Operations, DPRA Canada (2018)
- Senior Associate, DPRA Canada, 2012 - 2017
- Director, (Deputy Head) French Language Services, Yukon Government, 2012
- Independent Consultant, 2010 – 2012
- Director, Regional Economic development, Department of Economic Development, Yukon Territorial Government, 2006 – 2009
- Manager, Environmental Assessments, BC Environmental Assessment Office, Ministry of Sustainable Resource Management, 2003 – 2006
- Manager, Community Transition Services, BC Ministry of Community, Aboriginal, and Women Services, 2001 – 2003
- Provincial Manager, Operations & Program Development, Forest Renewal BC, 1996 – 2001
- Manager, Community & Social Development, New Westminster School District, 1992 – 1996
- Manager, Law Courts Education, Vancouver Law Courts, 1989 – 1992

### **EDUCATION**

- Master of Laws (LLM) Administrative Law, Osgoode Hall Law School, York University, 2012
- Master in Business Administration (MBA) Community Economic Development, University of Cape Breton, 2000
- Bachelor of General Studies (BGS), Simon Fraser University, 1995

### **CERTIFICATIONS**

- Certified Program Evaluator, Canadian Evaluation Society
- Certified Workplace Investigations (Human Resources Professionals Association)
- Essentials for Ombuds, Osgood Hall Law School

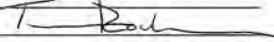
## **APPENDIX B: ACCESSIBILITY COMPLIANCE AGREEMENT**

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ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES  
CONFIRMATION FORM

If the nature of your business with the Township of Kirkland Lake and Larder Lake creates the opportunity that any of your staff, contractors or any others associated with you would interact with the public on behalf of the Municipalities it is necessary that the Municipalities ensure those providing service on our behalf have received the Customer Service Training in order that we retain our compliance with the requirements of the Accessibility for Ontarians with Disabilities Act 2005. Please sign below to ensure you are the person able to bind your company and ensure all those in your employ have received the CUSTOMER SERVICE STANDARD TRAINING of the ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT 2005.

If you have any questions please contact Meagan Elliott, Town Clerk 705-567-9361 ex 238 or [Meagan.elliott@tkl.ca](mailto:Meagan.elliott@tkl.ca)  
Please enclose this form with your bid submission.

Company Name DPRA Canada Inc  
Signature of Authorized Individual   
Position President and CEO





**BID FOR INTEGRITY COMMISSIONER SERVICES**  
**FOR THE TOWN OF KIRKLAND LAKE AND THE**  
**TOWNSHIP OF LARDER LAKE**

**RFP Number:**

**RFP-553-20**

**June 30, 2020 at 2:00 p.m. E.D.T.**

**PROPONENT'S NAME:**

ADR CHAMBERS INC.  
180 Duncan Mill Road, 4th Floor  
Toronto, ON M3B 1Z6  
Tel: (416) 307-0002  
Fax: (416) 307-0011  
Email: [allan@adr.ca](mailto:allan@adr.ca)  
Authorized Representative: Marisa Botha

Submitted by email to: [meagan.elliott@tkl.ca](mailto:meagan.elliott@tkl.ca)

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180 DUNCAN MILL ROAD, 4<sup>TH</sup> FLOOR  
NORTH YORK, ONTARIO  
CANADA M3B 1Z6t: 416.362.8555  
800.856.5154  
f: 416.362.8825  
adr@adrchambers.com  
www.adrchambers.com

June 30, 2020

The Town of Kirkland Lake  
Attn: Meagan Elliott, Clerk  
3 Kirkland Street  
Kirkland Lake, Ontario  
P2N 3P4

To whom it may concern:

Thank you for the opportunity to submit a proposal to the Town of Kirkland Lake and the Township of Larder Lake (the "Town") for the services of an Integrity Commissioner.

ADR Chambers specializes in investigations, integrity commissioner and ombuds services, arbitration, mediation, and other forms of dispute resolution. In 2011, ADR Chambers opened an Office of the Integrity Commissioner, and currently acts as the Integrity Commissioner for 19 municipalities across Ontario.

ADR Chambers proposes Charles Harnick as the Town's Integrity Commissioner, with Deborah Anschell and Marvin Huberman as associate investigators. Details of their respective qualifications and experience are disclosed in our submission.

None of ADR Chambers, the proposed Integrity Commissioner, nor any of the associate investigators have any financial interest in work undertaken by the Town, nor any conflicts of interest with matters involving the Town. They are committed to maintaining neutrality, and will not undertake work that will be in conflict with their work with the Town.

Our submission is attached. Kindly let me know if you require any further information.

Yours sincerely,

Marisa Botha  
Chief Operating Officer

## **1. Brief Description of ADR Chambers**

ADR Chambers Inc. is a corporation with a panel of expert service providers that provide dispute resolution and investigation services. ADR Chambers opened in 1994, and, in 2004, it merged with the Stitt Feld Handy Group, which is a prominent ADR training company. The Stitt Feld Handy Group provides conflict resolution training around the world and has trained over 50,000 people since 1994. The Stitt Feld Handy Group offers specialized training on topics such as conflict resolution, negotiation, having difficult conversations, and dealing with difficult people. Its workshops and online courses are conducted in affiliation with the University of Windsor's Faculty of Law and are recognized by the ADR Institute of Ontario for credentialing purposes.

In 2010, ADR Chambers also merged with Dispute Resolution Services, another provider of mediation and arbitration services, and is now one of the largest providers of dispute resolution and third-party neutral services in North America.

ADR Chambers specializes in investigations, integrity commissioner and ombuds services, arbitration, mediation, and other forms of dispute resolution. ADR Chambers employs approximately 25 full-time employees and maintains a roster of approximately 60 professional and experienced neutrals who act as Integrity Commissioners, Ombuds, investigators, arbitrators, and mediators.

ADR Chambers opened the ADR Chambers Ombuds Office in 2009, offering ombudsman services to municipalities, banks, and others. The ADR Chambers Banking Ombuds Office ("ADRBO") provides independent investigation services for disputes between financial institutions and their customers. It is one of only two approved (and federally-regulated) External Complaints Bodies in Canada.

ADR Chambers is currently the Municipal Ombudsman for the following Municipalities:

- Regional Municipality of York (since 2016);
- Town of East Gwillimbury (since 2016);

- Regional Municipality of Halton (since 2016);
- City of Burlington (since 2016);
- Regional Municipality of Durham (since 2016);
- Municipality of Clarington (since 2016);
- Township of Brock (since 2016); and
- Town of Whitby (since 2016)

ADR Chambers started an Office of the Integrity Commissioner in 2011. The ADR Chambers Office of the Integrity Commissioner uses a team approach to best serve clients. ADR Chambers is currently serving as the Office of the Integrity Commissioner for the following municipalities in Ontario:

- City of Markham (since 2013);
- City of Kitchener (since 2016);
- City of Waterloo (since 2016);
- Township of Woolwich (since 2017);
- Regional Municipality of Niagara (since 2017);
- Town of Niagara-on-the-Lake (since 2018);
- Town of Wainfleet (since 2018);
- Town of Georgina (since 2018);
- Township of North Dumfries (since 2018);
- Town of Fort Erie (since 2019);
- Town of Grimsby (since 2019);
- Haldimand County (since 2019);
- Municipality of Leamington (since 2019);
- City of Niagara Falls (since 2019);
- Town of Pelham (since 2019);
- City of Port Colborne (since 2019); and
- City of Timmins (since 2019);
- City of Kawartha Lakes (since 2019)
- City of Brantford (since 2020)

ADR Chambers and its Integrity Commissioners attend and participate in meetings of the Municipal Integrity Commissioners of Ontario ("MICO").

## 2. Proposed Integrity Commissioner and Supporting Team

ADR Chambers proposes Charles A. Harnick as the Integrity Commissioner. Mr. Harnick was the Attorney General of Ontario from 1995-99, and has practiced law for over 40 years. He is currently an Integrity Commissioner, investigator, mediator, and arbitrator with ADR Chambers, and is also the Senior Adjudicator of the General Insurance Ombuds Service. Mr. Harnick was an elected member of the Ontario Legislature from 1990 to 1999, and he additionally served as the Minister Responsible for Native Affairs from 1995 to 1999. Mr. Harnick was a member of the committee that wrote the provincial *Members Integrity Act, 1994*.

The ADR Chambers Office of the Integrity Commissioner uses a team approach to serve clients best. If Mr. Harnick becomes unavailable, the workload increases beyond what he can reasonably handle, or he otherwise requires additional assistance, ADR Chambers has other panel members with extensive experience in conducting investigations, including municipal matters. Assisting Mr. Harnick as investigators, we propose Deborah Anschell and Marvin Huberman. In consultation with the municipality, Mr. Harnick will determine whether he will personally conduct investigations, or ask other investigators to conduct the investigations.

Ms. Anschell is currently the Integrity Commissioner for the City of Waterloo, the City of Timmins, and the Town of Georgina. She is also an investigator with the ADR Chambers Ombuds Office and has completed several municipal ombuds investigations. Ms. Anschell has 20 years of experience in law and is a member of the Law Societies of Ontario, Alberta, and British Columbia.

In 2018, Ms. Anschell drafted new Codes of Conduct and procedures for two municipalities and provided education and training sessions on the Codes of Conduct and Ontario's *Municipal Conflict of Interest Act* for several municipalities.

Mr. Huberman is an Integrity Commissioner for the City of Brantford and ombuds investigator for numerous municipalities. Mr. Huberman has over 30 years of experience as a lawyer and additionally is an investigator, mediator and arbitrator with ADR Chambers. He is accredited as a Chartered Arbitrator (C.Arb.) by the ADR Institute of Canada and is a Fellow of the Chartered Institute of Arbitrators (FCI Arb). He holds a Master of Laws Degree in Alternative Dispute Resolution from Osgoode Hall Law School, where he served as a mediation coach. Mr. Huberman is also an investigator with the ADR Chambers Banking Ombuds Office and conducts investigations in corporate oppression matters and workplace harassment claims. He also investigated the hiring of a Chief Administrative Officer of a Regional Municipality (at the region's request).

The Integrity Commissioner and associate investigators will be supported by Tanya Goldberg, Manager – ADR Services, as the Intake Officer for all matters. Ms. Goldberg was called to the Ontario Bar in 1995 after receiving an LL.B. and B.C.L. from McGill University. She has extensive experience as a civil litigator, first as an associate at Osler, Hoskin & Harcourt LLP and subsequently as a Partner at Borden Ladner Gervais LLP. Ms. Goldberg has managed complex legal matters, including class actions, through to successful resolution. She has also provided adjudicative support, initially as a law clerk to the judges of the Ontario Court of Appeal, and more recently to the Discipline Committee of the Ontario College of Teachers.

Zachary Kozak is the Coordinator responsible for providing senior-level administrative support to the Office of the Integrity Commissioner of 19 municipalities throughout Ontario. Zachary received a Bachelor of Arts, Honours in Law & Society in 2009 from York University. He later received an Ontario College Diploma, Honours in Court & Tribunal Administration in 2011 from Seneca College of Applied Arts and Technology.

For more information on the proposed Integrity Commissioner and associate investigators, please see Schedule B – Bios and Resumes.

### **3. Understanding of Requirements**

ADR Chambers, Charles A. Harnick, Deborah Anschell and Marvin Huberman acknowledge that they understand the requirements under “Scope of Work” and “Qualifications” set out in the Request for Proposal. In particular, they are familiar with the role of Integrity Commissioner as described in the Municipal Act, 2001, they understand they do not have authority over the conduct of municipal employees, and they possess the listed qualifications, as described more fully below.

### **4. Qualifying Criteria for the Position of Integrity Commissioner**

Mr. Harnick meets all the qualifying criteria listed in the Request for Proposal for the position of Integrity Commissioner, as described below.

#### **4.1 Proven impartiality and neutrality**

Mr. Harnick is well-versed in the tenets of impartiality, neutrality, and confidentiality through his past mandates and current positions. He is currently an investigator, mediator, and arbitrator with ADRC and has been practicing law for over 40 years. Mr. Harnick was an elected member of the Ontario Legislature from 1990 to 1999 and he served as the Attorney General of Ontario and the Minister Responsible for Native Affairs from 1995 to 1999. Mr. Harnick was a member of the committee, chaired by former Chief Justice Gregory Evans, that wrote the Members Integrity Act, 1994 for the Ontario Legislature.

Mr. Harnick has conducted several hundred mediations. Through Mr. Harnick’s extensive negotiation and mediation experience, he has demonstrated sound judgment as an independent, impartial, and constructive neutral who has helped to facilitate resolutions in the majority of conflicts he has mediated.



Mr. Harnick is the Senior Adjudicator of the General Insurance Ombuds Service. When resolutions are not reached between an insured and the insurer, Mr. Harnick reviews the submissions and files to determine the facts. He then renders a non-binding decision and often makes recommendations to deal with similar situations in the future. Although Mr. Harnick's decisions are non-binding, all parties have accepted his conclusions and adhered to his recommendations.

In his role as a Senior Adjudicator and mediator, Mr. Harnick has shown his ability to render defensible opinions and has demonstrated impartiality and neutrality similar to that displayed by a judge.

#### **4.2 Provide services on a part-time, flexible and as-needed basis**

As a professional providing legal and dispute resolution services, Mr. Harnick has demonstrated the ability to provide services to his various clients on a flexible and as-needed basis. Also, the efficient and collaborative methodology used by Mr. Harnick and the ADR Chambers Office of the Integrity Commissioner ensures that the services can be provided on a flexible and as-needed basis, without competing employment demands.

In the event that Mr. Harnick is unavailable, or requires assistance, he may call upon Mr. Huberman or Ms. Anschell. Any services rendered by Mr. Huberman or Ms. Anschell, would be performed under the supervision of Mr. Harnick.

The Integrity Commissioner and investigators are also supported by ADRC and its administrative staff, including the Intake Officer ("IO"), who has an LL.B. and B.C.L. from McGill University.

This delivery model provides the capacity and flexibility to deal with large numbers of complaints or small numbers of complaints in a cost effective and timely manner.

#### **4.3 No other involvement in political campaigning/endorsement, or related conflicts of interest**

ADR Chambers, the proposed Integrity Commissioner, and the associate investigators do not have any involvement in political campaigning/endorsements or any related issues concerning current Members of Council or candidates running for office in any municipal election in the Town of Kirkland Lake or Township of Larder Lake.

#### **4.4 No financial interest in the work undertaken by the Town of Kirkland Lake or Township of Larder Lake**

ADR Chambers, the proposed Integrity Commissioner, and the associate investigators do not have any financial interest in work undertaken by the Town of Kirkland Lake or Township of Larder Lake.

#### **4.5 An independent person who personifies high ethical standards**

Mr. Harnick is a recipient of the Law Society Medal. This award honours those who make a significant contribution in accordance with the highest ideals of the legal profession. It demonstrates the esteem conferred upon Mr. Harnick by his peers for his service and ethical standards.

#### **4.6 Experience managing sensitive inquiries, conducting investigations and making appropriate recommendations**

Through his roles as an Integrity Commissioner, investigator, lawyer, adjudicator, and arbitrator, Mr. Harnick has conducted numerous investigations. Throughout his legal career (including time as the Attorney General of Ontario, Minister Responsible for Native Affairs, and an elected member of the Ontario Legislature), Mr. Harnick has relied on a thorough understanding of evidence, legal interpretation, and the rules of natural justice.

Throughout his career as a litigation lawyer, Mr. Harnick routinely investigated cases. His ability to delve into and marshal the facts was a precursor to his success in resolving a variety of disputes.

Mr. Harnick is currently the Integrity Commissioner for four municipalities and is an associate investigator for several other municipalities. Mr. Harnick is accustomed to investigating sensitive matters, including reviewing documents and interviewing witnesses, and producing reports with recommendations.

Mr. Harnick also conducts investigations as the Senior Adjudicator for the General Insurance Ombuds Service.

#### **4.7 Excellent communication skills**

Mr. Harnick has excellent oral and written communication skills. He has made presentations to the legislative assembly, legislative committees, senate committee, municipal councils, and clients. He has been a guest speaker and panellist at numerous public events. He has made presentations at continuing legal education conferences sponsored by the Law Society of Ontario and he has been a guest lecturer at Osgoode Hall Law School for the Certificate Program in Negotiation Training. Mr. Harnick has written numerous reports in his various roles, including Senior Adjudicator for the General Insurance Ombuds Service and Integrity Commissioner for four Ontario municipalities.

#### **4.8 Familiarity with investigator procedures and the applicable legal principles**

Mr. Harnick is very familiar with investigator procedures and applicable legal principles through his legal training and career as well as his experience as an investigator with the General Insurance Ombuds Service and as Integrity Commissioner for various Ontario municipalities.

#### **4.9 General knowledge and appreciation of municipal government**

Mr. Harnick is known for his experience and knowledge of municipal law and municipal governance and, as a result, is often called upon by law firms that specialize in municipal law to aid clients who are engaged in municipal matters.

Mr. Harnick is also the Integrity Commissioner for four Ontario municipalities. As such, he is very familiar with legislation affecting municipalities, Codes of Conduct, and the challenges affecting the operation of municipal governments.

#### **4.10 Ability to interpret and apply the provisions of various statutes, regulations, policies and other enabling frameworks**

Mr. Harnick was an elected member of the Ontario Legislature from 1990 to 1999 and served as the Attorney General of Ontario and the Minister Responsible for Native Affairs from 1995 to 1999. Mr. Harnick was a member of the committee chaired by former Chief Justice Gregory Evans that wrote the Members Integrity Act, 1994 for the Ontario Legislature. He was instrumental in bringing the major legal organizations in Ontario together with paralegal organizations, culminating in legislation that has made the Law Society of Ontario the regulator of paralegal activities. As Attorney General, Mr. Harnick also orchestrated the creation of the Ontario Mandatory Mediation Program and Legal Aid Ontario. In these various capacities, Mr. Harnick has regularly been called upon to interpret and apply the provisions of statutes, regulations, and policies.

In his roles as an Integrity Commissioner, investigator, lawyer, adjudicator, and arbitrator, Mr. Harnick has frequently been called upon to interpret and apply various statutes, regulations, policies and other enabling frameworks. For example, he is frequently asked whether a councillor's behavior has contravened the municipality's Code of Conduct.

#### **4.11 Impartiality, wisdom, sound judgment combined with the ability to inspire trust and confidence**

As the Attorney General of Ontario for four years, Mr. Harnick required and demonstrated sound judgment, wisdom, and the ability to impartially assess and manage complex issues.

As the Minister Responsible for Native Affairs, Mr. Harnick oversaw the conclusion of five major land claims. In his role as the Chief Federal Investigator for the Coldwater-Narrows land claim, he interacted with members of four First Nations. To negotiate the resolution of complex issues, such as land claims, the parties must trust and have confidence in one another. During this six-year land claim negotiation, Mr. Harnick built relationships and developed trust so the parties could find solutions while working collaboratively. The Coldwater-Narrows land claim settled, in part, because of the level of trust the parties had with one another.

#### **4.12 Timely delivery of assignments**

Mr. Harnick appreciates that municipalities require timely advice and manages his various responsibilities so he can respond efficiently and effectively to requests and complaints.

#### **4.13 At least ten years of senior-level management, legal or quasi-judicial experience.**

Having practiced law for over 40 years, Mr. Harnick has an extensive legal background. Mr. Harnick was an elected member of the Ontario Legislature from 1990 to 1999 and served as the Attorney General of Ontario and the Minister Responsible for Native Affairs from 1995 to 1999.

Additionally, he was a member of the committee chaired by former Chief Justice Gregory Evans that wrote the Members Integrity Act, 1994 for the Ontario Legislature.

For more information, please see Charles Harnick's Biography at Schedule "B" of this proposal.

## **5. Past Experience in Similar Projects**

### **5.1 Investigative Experience**

*Respondents are to give at least two (2) examples which demonstrate how their previous experience aligns with the role of the proposed Integrity Commissioner such as:*

- *Impartiality and neutrality in managing sensitive inquiries and conducting investigations and making appropriate recommendations;*
- *Expertise with investigative techniques and procedures and in gathering of evidence and its legal interpretation; and*
- *Adjudicative skills or similar related experience.*

*Proposed Integrity Commissioner: Charles Harnick*

Mr. Harnick is the Integrity Commissioner for four municipalities and is an associate investigator for several other municipalities. Mr. Harnick investigates cases, interviews, parties, reviews documents, and produces reports. As the Senior Adjudicator of the General Insurance Ombuds Service, Mr. Harnick reviews submissions to determine the facts and then renders non-binding decisions. He often makes recommendations to deal with similar situations in the future.

#### *Example 1*

As Integrity Commissioner, Mr. Harnick has experience with reviewing multiple complaints from Council members about each other in a single municipality. Such matters can be sensitive as they may detrimentally affect working relationships necessary for the smooth operation of a Council and negatively impact public perception. He conducts a thorough investigation combined with careful and impartial consideration

to determine whether the behaviour amounts to a breach of the Code of Conduct and warrants a sanction or falls within the realm of healthy debate at Council. Mr. Harnick's experience as a former elected official and his skills as a mediator gives him the insight to effectively address such situations.

### *Example 2*

Mr. Harnick investigated an alleged breach of a municipal Code of Conduct in relation to a councillor's service of a libel notice to a delegate at a Council meeting. After reviewing the timeline of events, he determined that the complaint was brought outside the time limit specified in the Code of Conduct, as the subject matter of the complaint had demonstrably become known to the complainant many months prior yet she had failed to act. Accordingly, he declined to conduct any further investigation and notified the complainant of this determination.

### *Example 3*

Mr. Harnick has significant adjudicative experience in a variety of roles. As the Senior Adjudicator of the General Insurance Ombuds Service, he reviews submissions to determine the facts and then renders non-binding decisions. In this role, he often makes proactive recommendations to deal with similar situations in the future. Additionally, he currently acts as Integrity Commissioner for four Ontario municipalities and is accustomed to applying Codes of Conduct and municipal conflict of interest legislation. Furthermore, Mr. Harnick is an arbitrator with ADR Chambers.

### *Example 4*

Mr. Harnick also has extensive experience with alternative dispute resolution techniques. For example, as the Minister Responsible for Native Affairs, Mr. Harnick oversaw the conclusion of five major land claims. In complex issues like land claims, the negotiation style must be collaborative, and the parties must trust one another. During the six-year

Coldwater-Narrows land claim negotiation, Mr. Harnick built relationships and developed trust so the parties could find solutions while working collaboratively. The land claim settled, in part, because of the level of trust the parties had for Mr. Harnick.

## **5.2 General Municipal Knowledge**

*Respondents shall provide: A minimum of two (2) examples which demonstrate broad knowledge and experience related to municipal government, the role of a municipal integrity commissioner, as well as practices, procedures, methods and mandates related to the municipal sector.*

*Proposed Integrity Commissioner: Charles Harnick*

The proposed Integrity Commissioner, Mr. Charles Harnick, currently acts as Integrity Commissioner for four Ontario municipalities. In this role, he has acquired broad knowledge and experience about municipal governments, including their practices, procedures, methods and mandates. As Integrity Commissioner, he regularly reviews and provides advice on municipal Codes of Conduct and conflicts of interest, requiring him to be familiar with the workings, issues and challenges facing municipal government.

### *Example 1*

Mr. Harnick recently conducted a Code of Conduct review at the request of a municipality. As part of this review, he considered the Codes of Conduct of comparable municipalities, the relevant legislation and best practices. His review resulted in a recommendation to make several revisions to the Code of Conduct in areas such as social media, confidentiality, and relationships between Council and staff. His suggestions were adopted by Council, and he provided training to Council members relating to the amendments.



## *Example 2*

Mr. Harnick, as Integrity Commissioner, received a complaint that claimed that specific behaviour during a Council meeting contravened the Municipality's Code of Conduct. Mr. Harnick reviewed the complaint and a video of the Council meeting and concluded that there was a healthy debate at Council and a healthy exchange with representatives from the public. He determined that the complaint was frivolous and vexatious.

### **5.3 Knowledge of Ontario Municipal Law**

*Respondents shall provide: One (1) example which demonstrate broad knowledge and experience related to municipal government and the role of a municipal integrity commissioner.*

*Proposed Integrity Commissioner: Charles Harnick*

As the acting Integrity Commissioner for four municipalities, Mr. Harnick is already familiar with Ontario's *Municipal Conflict of Interest Act* and the Bill 68 amendments to the *Municipal Act, 2001*. Mr. Harnick regularly reviews and applies statutes such as the *Municipal Conflict of Interest Act*. Mr. Harnick's experience with Ontario municipal law can also be demonstrated by his interpretation and application of Codes of Conduct for various Ontario municipalities.

## *Example 1*

Mr. Harnick employs his broad knowledge and experience related to municipal government and the role of a municipal integrity commissioner to provide training to various municipal councils upon request. Topics presented in training include a review of a municipality's Code of Conduct, municipal legislation (including the *Municipal Conflict of Interest Act, Municipal Act, 2001*, as amended, and Bill 68 amendments), and rules of ethical behaviour.

## *Example 2*

In addition to his Integrity Commissioner work, Mr. Harnick has acted as counsel in numerous municipal matters. In his capacity as a Principal of Counsel Public Affairs, clients engaged Mr. Harnick to resolve disputes concerning development charges, zoning changes, and permits. A law firm specializing in municipal and planning law routinely retains Mr. Harnick for government relations work, a position that requires Mr. Harnick to understand and interpret legislation relating to municipal government, municipal governance, and the conduct of elected officials.

## **6. Workplan**

Through our provision of Integrity Commissioner Services over the past nine years, we have provided confidential advice to Members of Council, conducted inquiries into complaints, made recommendations to Council following the completion of investigations, delivered annual reports and provided educational services on topics such as the *Municipal Conflict of Interest Act*, Codes of Conduct and the Integrity Commissioner's role.

### **6.1 Complaint Investigation and Adjudication Duties**

ADR Chambers and Mr. Harnick understand that it is important for the Integrity Commissioner to communicate effectively and work with the Town. The Town Clerk will be kept well-informed.

ADR Chambers' teamwork and collaborative model allows the Integrity Commissioner and investigators to be responsive to all issues that arise. Any communications received by the Town Clerk will be responded to within one to two business days (not including statutory holidays).

ADR Chambers proposes that communication and coordination between the Town Clerk and the Integrity Commissioner, Intake Officer, or investigators take place primarily through email over a secure network. Teleconference, videoconference and telephone are also available for use if needed. The Integrity Commissioner, the Associate Investigators, and the Intake Officer will be available for meetings with the Town when necessary.

ADR Chambers is the Integrity Commissioner for 19 other municipalities in Ontario. Accordingly, ADR Chambers and Mr. Harnick are ready to begin the Integrity Commissioner's work immediately. There will be no start-up work or costs specifically necessary to maintain the Office of the Integrity Commissioner for the Town. The infrastructure to support the Office of the Integrity Commissioner is already in place, and ADR Chambers will continue to build on what is currently existing.

## **6.2 Intake & Complaint Assessment**

ADR Chambers recommends the following process, which has been a successful model for our Integrity Commissioner operations for several years.

ADR Chambers recommends that the Town adopt a Consent and Confidentiality Agreement, which would outline the confidential nature of the process and expectations incumbent upon the complainant. If the Town decides to adopt a Consent and Confidentiality Agreement, ADR Chambers will provide the Town with a draft to review. ADR Chambers also has a Statutory Declaration Form available for the Town to review and adopt for use in conflict of interest investigations.

Complaints can be submitted through the Town Clerk. The Complainant will complete and submit the Integrity Commissioner Request for Inquiry Form (Schedule "A" to the Town's Integrity Commissioner Inquiry Protocol) to the Town Clerk, who will then email it to ADR Chambers. Upon receipt of this form, an Intake Officer at ADR Chambers will open a file, assign the complaint a file number, and record the Complainant's contact

information. The Intake Officer will then send a Consent and Confidentiality Agreement to the Complainant if adopted by the Town. The Consent and Confidentiality Agreement outlines the confidential nature of the process and expectations relating thereto upon the Complainant. The Complainant signs and returns the Consent and Confidentiality Agreement to the Intake Officer.

Mr. Harnick will then examine the complaint to determine whether the complainant has provided all the information necessary to initiate a complaint and whether the Office of the Integrity Commissioner has the jurisdiction to investigate it. If information is missing, the complainant will be instructed to provide the requisite information so the process can continue. Mr. Harnick will investigate only complaints over which he has jurisdiction. Complaints that are abusive, vexatious, frivolous, inapplicable, beyond prescribed time limits or dealt with under alternative legislation (or policies), or otherwise outside of the jurisdiction of the Office of the Integrity Commissioner, will not be investigated.

If the complaint is outside the Integrity Commissioner's jurisdiction, Mr. Harnick will instruct the Intake Officer to advise the Complainant and the Town Clerk of the reasons, and close the file. Otherwise, Mr. Harnick will assess whether the allegations would constitute a breach of the Code of Conduct or the *Municipal Conflict of Interest Act*, if substantiated.

If the allegations could not constitute a breach of the Code of Conduct, then the Office of the Integrity Commissioner will send the Complainant an "Initial View Letter," explaining why an investigation would not be appropriate in the circumstances, and the Office of the Integrity Commissioner will close the file.

If the complaint could constitute a potential breach of the Code of Conduct, the matter will proceed to investigation.

### **6.3 Investigation, Drafting, and Recommendations**

Mr. Harnick will first determine, in consultation with the Town, whether the matter is one that he should investigate personally, or whether investigation by one of the Associate Investigators is preferable. If the Town wants Mr. Harnick to investigate any complaint personally, he will do so.

Mr. Harnick or his designate will then conduct an investigation to determine whether a Member of Council has violated the Code of Conduct, the *Municipal Conflict of Interest Act*, or a municipal protocol, by-law, or policy governing ethical behaviour.

The investigator will invite the Member to respond to the complaint within ten days of the Member's receipt of the request. The Member's response will be sent to the investigator, and then to the Complainant. The Complainant will be given ten days from receipt to submit a reply.

The investigator will then interview the Member, the Complainant, and any other relevant person. The investigator will also request all relevant documents and review the written material.

With the parties' consent, the investigator may explore whether the issue may be resolved by mediation, if appropriate, and can try to mediate a resolution of the issues. All the proposed investigators are trained mediators.

The investigator will draft a report using a template. Each report includes an outline of the original complaint and responses, a review of relevant documents; analysis – including a review of applicable policies, bylaws, and legislation; and a conclusion and recommendation.

In any investigation conducted by one of the Associate Investigators, a Draft Report will be sent to Mr. Harnick for his review and approval. All reports are also subject to the ADR Chambers internal review process. The review process ensures that the conclusions and

any recommendations are supported by the facts and legislation and are appropriate in the circumstances. The internal review process is conducted by an ADR Chambers employee who is a lawyer. The reviewer will provide recommendations to Mr. Harnick, and he will revise the report as he deems appropriate.

The Draft Report will then be sent to the Member and the Complainant for their review and comment; they are given ten days to provide comments.

Mr. Harnick will consider any comments received and finalize the report (the "Final Report"). The Integrity Commissioner Office endeavours to complete all investigations within 90 days of receiving a Complaint Form and Affidavit.

If Mr. Harnick decides that there is insufficient evidence to establish a breach of the Code or an ethical violation, then the Office of the Integrity Commissioner will close the file, notify the parties and the Town Clerk of the closure, and provide reasons. The Office of the Integrity Commissioner may also close a file where the complaint becomes frivolous, abusive, or vexatious.

If Mr. Harnick determines that there has been a violation of the Code of Conduct or the *Municipal Conflict of Interest Act*, he may make a recommendation respecting an appropriate sanction in the Final Report. The Town Clerk distributes the Final Report to Council. It is ultimately the Council's decision whether to impose a sanction based on the recommendation in the Final Report. The Final Report may then be made available to the public (in accordance with the confidentiality obligations).

*The area is intentionally left blank.*

## Sample Timeline for Completing Investigations

The chart below illustrates ADR Chambers' proposed response times for completing Code of Conduct investigations.

Step #	Time from receipt of complaint	Description
1	Day 1	<ul style="list-style-type: none"> <li>The Intake Officer receives the completed Complaint Form and Affidavit from the Town</li> </ul>
2	Up to Day 8	<ul style="list-style-type: none"> <li>Within 2 days, the Intake Officer opens the file and forwards the Consent and Confidentiality Agreement ("CCA") (if one is adopted by the Town) to the Complainant for signature.</li> <li>The Complainant has 5 days to return the signed CCA (if one is adopted by the Town) to the Intake Officer</li> <li>The Intake Officer forwards the signed CCA (if one is adopted by the Town) to the Integrity Commissioner</li> </ul>
3	Up to Day 18	<ul style="list-style-type: none"> <li>Within 10 days, the Integrity Commissioner determines whether he has jurisdiction to review the complaint and/or whether further information is required in the Complaint Form</li> <li>After determining the Integrity Commissioner has jurisdiction, he either sends the Complainant an Initial View Letter (explaining why an investigation is not appropriate) or starts an investigation</li> </ul>
4	Up to Day 28	<ul style="list-style-type: none"> <li>If the complaint proceeds to an investigation, the Intake Officer sends the complaint to the Councillor and invites the Councillor to respond to the allegations</li> <li>The Councillor has 10 days to send a Response to the Intake Officer</li> <li>The Integrity Commissioner may grant the Councillor an extension to provide a Response</li> </ul>
5	Up to Day 38	<ul style="list-style-type: none"> <li>After receiving the Response from the Councillor, the Intake Officer forwards it to the Integrity Commissioner</li> <li>The Intake Officer also forwards the Response to the</li> </ul>

		<p>Complainant, who has 10 days to send a Reply to the Intake Officer</p> <ul style="list-style-type: none"> <li>• The Integrity Commissioner may grant the Complainant an extension to provide a Reply</li> <li>• The Integrity Commissioner may attempt to settle the complaint at any point</li> </ul>
6	Up to Day 63	<ul style="list-style-type: none"> <li>• Once the Intake Officer receives the Reply from the Complainant, the Intake Officer forwards it to the Integrity Commissioner</li> <li>• The Integrity Commissioner conducts and completes the investigation within 25 days</li> <li>• Throughout the investigation, the Integrity Commissioner may continue to explore the possibility of dispute resolution</li> </ul>
7	Up to Day 73	<ul style="list-style-type: none"> <li>• The Integrity Commissioner has 10 days to prepare a Draft Report</li> </ul>
8	Up to Day 78	<ul style="list-style-type: none"> <li>• After the Intake Officer receives the Draft Report from the Integrity Commissioner, ADR Chambers has 5 days to review the Draft Report</li> <li>• The Intake Officer sends any suggested revisions to the Integrity Commissioner for consideration</li> <li>• The Integrity Commissioner finalizes the Draft Report</li> </ul>
9	Up to Day 88	<ul style="list-style-type: none"> <li>• The Intake Officer sends the Draft Report to the Councillor and the Complainant for comment</li> <li>• The Councillor and the Complainant have 10 days to provide any comments to the Intake Officer</li> </ul>



10	Up to Day 90	<ul style="list-style-type: none"> <li>• The Intake Officer receives any comments on the Draft Report from the Councillor and/or the Complainant and forwards the comments to the Integrity Commissioner</li> <li>• The Integrity Commissioner prepares the Final Report</li> <li>• The Intake Officer sends the Final Report to the Complainant and the Councillor</li> <li>• If there has been a violation of the Code of Conduct, the Integrity Commissioner will make a recommendation to Council for an appropriate sanction in the Final Report</li> <li>• The Intake Officer will send the Final Report the Town Clerk, who can distribute it to Council</li> <li>• Council may decide whether to impose a sanction based on the recommendation in the Final Report</li> <li>• The Final Report may then be made available to the public (while maintaining the confidentiality obligations as set out in the Bill 68 amendments)</li> <li>• If the Integrity Commissioner determines that there is insufficient evidence to conclude there was a breach of the Code or an ethical violation, then the Intake Officer will close the file, notify the parties and the Town Clerk of the closure, and provide reasons.</li> </ul>
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## 6.4 Advisory Duties

Upon receipt of a written request from a Member, Mr. Harnick will provide written advice respecting the recommendations and interpretation of ethical obligations and responsibilities that should be included in the Code of Conduct, either confidentially to the Member or openly to all Members. Such advice shall be provided within 10 days of Mr. Harnick's receipt of the request.

To help reduce prospective violations of the Code of Conduct, the Integrity Commissioner will provide written advice to Members of Council and local boards regarding their obligations under the Code of Conduct and municipal rules governing their ethical behaviour.

Upon receipt of a written advice request from a Councillor, the Integrity Commissioner will provide written advice concerning their ethical obligations and responsibilities. The Integrity Commissioner will usually provide advice by email within ten days of receiving the request. The Integrity Commissioner will also respond to questions from Councillors respecting potential conflicts under the *Municipal Conflict of Interest Act*.

As one example, a municipal councillor asked the Integrity Commissioner if participating in a charitable organization's event would constitute a conflict under the *Municipal Conflict of Interest Act*. The Integrity Commissioner interviewed the Councillor, reviewed the Code of Conduct and *Municipal Conflict of Interest Act*, considered the participation the Councillor was contemplating and concluded that the Councillor's participation would not breach the *Municipal Conflict of Interest Act* or the Code of Conduct.

The Integrity Commissioner will endeavour to provide consistent advice on requests for questions involving similar issues. However, each case is considered on its own merits and particulars. The Integrity Commissioner will consider all the facts and documentation presented for the specific advice request. The Integrity Commissioner will maintain the confidentiality of all requests for advice.

## **6.5 Educational Duties**

Upon request of Council, Mr. Harnick will provide training and reference materials regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members under the Code of Conduct, and any other procedures, rules and policies governing the matters covered by the Code. He may also prepare or edit content for the Town's website or for other materials for public distribution to aid in the understanding of the role of the Integrity Commissioner and the Code.

## **6.6 Reporting Duties**

The Code of Conduct is a living document, and Mr. Harnick will prepare and deliver an annual report to Council containing a summary of his activities and provide advice and recommendations to Council regarding amendments to the Code and any other procedures or policies related to the rules in the Code.

## **6.7 Requests from the Public**

The Integrity Commissioner responds to requests from members of the public (including requests for investigation) regarding the Code of Conduct. The Intake Officer forwards all requests from members of the public to the Integrity Commissioner and will inform the Town Clerk. The timing of the response of the Integrity Commissioner depends on the nature of the request. The Integrity Commissioner endeavours to respond to all requests from the public within ten days.

## **7. Quality and Cost-effectiveness of the Procedures and Work**

While the Integrity Commissioner maintains responsibility for all services provided to the Town, ADR Chambers has administrative staff who perform a significant amount of work with respect to complaints, in order to reduce the time (and cost) spent by the Integrity

Commissioner. For example, all inquiries and complaints are channelled to the Intake Officer, who reviews complaints to ensure that the Integrity Commissioner has jurisdiction and that complaints are not frivolous. The Intake Officer also prepares the Consent and Confidentiality Agreement that is forwarded to the complainant by the administrative staff. The Intake Officer acts as the main liaison between the Town and the Office of the Integrity Commissioner. The Intake Officer is responsible for the internal review process. This process ensures that all letters, agreements and reports that are authored by the Integrity Commissioner are edited and reviewed before finalization.

The Coordinator keeps the Town's Clerk well informed about the status of open investigations, arranges meetings, training sessions, and other customized services required by the Town (as they pertain to the role of the Office of the Integrity Commissioner). Also, the Coordinator is responsible for opening and organizing (by date and type) received files from the Town's Clerk.

ADR Chambers has proposed experienced investigators who can conduct investigations at lower hourly rates than those charged by the Integrity Commissioner. Where appropriate, the other investigators will conduct investigations and draft the report, which is reviewed by the Integrity Commissioner before it is sent to the complainant and the member of Council for review and comment.

## **8. Signed Compliance Agreement**

**Please refer to Schedule A – Compliance Agreement.**

## **9. Timely Performance**

The following examples demonstrate Mr. Harnick's ability to provide timely advice to municipalities on subjects such as the application of a Code of Conduct and the *Municipal Conflict of Interest Act*.

### *Example 1*

Mr. Harnick was asked to advise a municipality as to whether a section of the *Municipal Conflict of Interest Act* applied to a committee. He concluded that the Act did apply to govern the behavior of members of the committee. Accordingly, where a member of Council had a pecuniary interest and was present at a committee meeting, that member was required to follow the disclosure requirements set out in the *Municipal Conflict of Interest Act* and disclose the conflict, not take part in discussion or vote, and not attempt to influence the voting. Mr. Harnick responded in writing to the municipality within two days of the request.

### *Example 2*

Mr. Harnick was called upon to determine whether a gift received by a member of Council violated the municipality's Code of Conduct. He conducted an investigation and determined that the value of the gift, a bottle of wine sent by a developer, exceeded the limit prescribed by the municipality and advised that the councillor should return the gift. Mr. Harnick responded in writing to the municipality within three days of the request.

## **10. Costing Proposal**

ADR Chambers' bid prices are herein listed in Canadian dollars and are inclusive of all applicable duties and taxes, except for Harmonized Sales Tax (HST).

ADR Chambers' fees for Integrity Commissioner services are as follows:

#### Annual Retainer Fee

\$ 500 per year + HST charged annually upfront. This includes the work of the Intake Officer and ADR Chambers administrative staff.

#### Hourly Rates

\$350 + HST per hour for the Integrity Commissioner; and

\$275 + HST per hour each for associate investigators.

#### Expenses and Disbursements:

Rate of \$0.60/km for travel by car or other travel and accommodation (if necessary) billed at cost.

## **11. References**

### *Reference 1*

Name: Regional Municipality of Niagara  
Address: 1815 Sir Isaac Brock Way, Thorold, ON, L2V 4T7  
Contact Person: Ann-Marie Norio, Regional Clerk  
Telephone: (905) 980-6000 ext. 3220  
Email: ann-marie.norio@niagararegion.ca  
Scope of Service: Integrity Commissioner services  
Client since: 2017

### *Reference 2*

Name: City of Kitchener  
Address: 200 King St W, Kitchener, ON N2G 4G7  
Contact Person: Christine Tarling; City Clerk  
Telephone: (519) 41-2200 ext. 7809

Email: christine.tarling@kitchener.ca

Scope of Service: Integrity Commissioner services

Client since: 2016

*Reference 3*

Name: Town of Grimsby

Address: 160 Livingston Avenue, P.O Box 159, Grimsby, ON L3M 4G3

Contact Person: Sarah Kim; Town Clerk

Telephone: (905) 309 - 2015

Email: skim@grimsby.ca

Scope of Service: Integrity Commissioner services

Client since: May 2019

## **12. Schedule A - Compliance Agreement**



**ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES  
CONFIRMATION FORM**

If the nature of your business with the Township of Kirkland Lake and Larder Lake creates the opportunity that any of your staff, contractors or any others associated with you would interact with the public on behalf of the Municipalities it is necessary that the Municipalities ensure those providing service on our behalf have received the Customer Service Training in order that we retain our compliance with the requirements of the Accessibility for Ontarians with Disabilities Act 2005. Please sign below to ensure you are the person able to bind your company and ensure all those in your employ have received the CUSTOMER SERVICE STANDARD TRAINING of the ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT 2005.

If you have any questions please contact Meagan Elliott, Town Clerk 705-567-9361 ex 238 or Meagan.elliott@tkl.ca  
Please enclose this form with your bid submission.

Company Name AOR Chambers  
Signature of Authorized Individual M. Botta  
Position COO

## **13. Schedule B - Biographies and Resumes**

# CHARLES A. HARNICK



Mr. Harnick has practiced law for over 40 years, and was an elected member of the Ontario Legislature from 1990 to 1999. During that time, he served as the Attorney General of Ontario and the Minister Responsible for Native Affairs from 1995 to 1999.

He was a member of the committee that wrote the *Members Integrity Act, 1994*, which is the foundational conflict of interest legislation applicable to members of the Ontario Legislature.

Mr. Harnick is the Integrity Commissioner for the City of Kawartha Lakes, the Town of Grimsby, the Municipality of Leamington, and Haldimand County. He also has experience conducting Code of Conduct investigations with the ADR Chambers Office of the Integrity Commissioner for other municipalities. He has used his knowledge of municipal law and governance to conduct Codes of Conduct educational sessions for municipalities.

Mr. Harnick has acted as counsel in diverse municipal matters. In his capacity as a Principal of Counsel Public Affairs, clients engage Mr. Harnick to resolve disputes respecting development charges, zoning changes, and permits. A law firm specializing in municipal and planning law routinely retains Mr. Harnick for government relations work, which requires Mr. Harnick's advanced understanding of municipal legislation, governance, and the conduct of elected officials.

Mr. Harnick has advanced mediation and adjudication skills, and has conducted several hundred mediations. He is a member of ADR Chambers' panel of neutrals, and is the Senior Adjudicator for the General Insurance Ombuds Service.

In his role as the Attorney General, Mr. Harnick played a pivotal role in orchestrating the creation of the Ontario Mandatory Mediation Program and Legal Aid Ontario. He was also a member of the committee chaired by former Chief Justice Gregory Evans that wrote the *Members Integrity Act, 1994* for the Ontario Legislature. As the Minister Responsible for Native Affairs, Mr. Harnick oversaw the conclusion of five major land claims. In complex issues like land claims, the negotiation style must be collaborative and the parties must trust one another. During the six-year Coldwater-Narrows land claim negotiation, Mr. Harnick built relationships and developed trust so the parties could find solutions while working collaboratively. The land claim settled, in part, because of the level of trust the parties had for Mr. Harnick.

# DEBORAH ANSHELL



Ms. Anshell has over 20 years of experience as a lawyer, and is a Deputy Judge of the Superior Court of Justice, Small Claims Court (Toronto), where she conducts small claims trials and presides at settlement conferences. She is the Integrity Commissioner for the City of Waterloo, the City of Timmins and the Town of Georgina.

As Integrity Commissioner, Ms. Anshell has conducted investigations into several Code of Conduct and *Municipal Conflict of Interest Act* complaints since 2016. She has also used her knowledge of municipal law and governance to draft revisions to Codes of Conduct and investigative procedures.

Ms. Anshell is a member of the Hearing Committee for the Investment Industry Regulatory Organization of Canada (“IIROC”), where she conducts disciplinary proceedings to determine whether there have been breaches of the IIROC Rules or securities legislation. She is also a member of the Condominium Authority Tribunal, where she conducts online mediations and arbitrations to resolve condominium-related disputes in Ontario.

Ms. Anshell has extensive mediation and arbitration experience in insurance, real estate, employment, health, and corporate/commercial matters. She has facilitated the settlement of hundreds of complex civil cases, and was a Roster Mediator for the Ontario Mandatory Mediation Program from its inception. Ms. Anshell is a frequent speaker and writer for the Ontario Bar Association and the Canadian Institute. She holds a Master of Laws Degree in Alternative Dispute Resolution from Osgoode Hall Law School.

# MARVIN J. HUBERMAN



Mr. Huberman has over 30 years of experience as a practicing lawyer. He is accredited as a Chartered Arbitrator by the ADR Institute of Canada (the highest designation in the field in Canada), has been certified by the Law Society of Ontario as a Specialist in Civil Litigation, and is a Fellow of the Chartered Institute of Arbitrators (FCIArb).

Mr. Huberman is the Integrity Commissioner for the City of Brantford, and has conducted investigations as an Associate Investigator for several other municipalities within the ADR Chambers Office of the Integrity Commissioner. He recently investigated the hiring of the Chief Administrative Officer of a Regional Municipality. Mr. Huberman is also an investigator for the ADR Chambers Banking Ombuds Office and the ADR Chambers Ombuds Office, providing municipal ombudsman services.

Mr. Huberman is a former Vice-Chair of the Ontario Commercial Registration Appeal Tribunal, and he has litigated as counsel, mediated, and arbitrated hundreds of disputes involving corporate/commercial, construction, workplace matters – including violence, harassment, discrimination, labour relations, and wrongful dismissal. He was also a member of the Civil Rules Committee, appointed by the Chief Justice.

Mr. Huberman has received several awards of distinction in the legal and ADR industries. In 2017, he received *Corporate International Magazine's* Global Award as Mediator of the Year in Canada for Partnership Disputes, and *The Lawyer International's* Global Award for Law Firm of the Year for Commercial Arbitration in Canada. In 2016, he received *M&A Today's* Global Award for Law Firm of the Year for Commercial Arbitration in Canada. Mr. Huberman has also received the Dedicated Professional Service Award from the Canadian Bar Association, and is the current president of the ADR Institute of Ontario.

Mr. Huberman was formerly a Civil Litigation and Advocacy instructor in the Law Society of Upper Canada's Bar Admission course, and an Adjunct Professor at Osgoode Hall Law School. He has also served as a mediation coach at Osgoode Hall Law School, and has a Master in Laws degree in Alternative Dispute Resolution.

# CHARLES A. HARNICK



## EDUCATION

Called to the Ontario Bar (1977)

LL.B.,  
University of Windsor (1975)

Bachelor of Arts,  
York University (1972)

## PROFESSIONAL EXPERIENCE

### **Integrity Commissioner**

The Municipality of Leamington, The City of Kawartha Lakes, The Town of Grimsby, and Haldimand County | 2019 – Present

- Investigates Code of Conduct Complaints.
- Conducts education sessions.
- Provides advice.
- Prepares annual reports.

### **Mediator, Arbitrator, and Investigator**

ADR Chambers Inc. | 2019 – Present  
YorkStreet Dispute Resolution Group Inc. | 2001 - Present

- Mediates insurance matters – conducted several hundred mediations in personal injury, life and disability, medical malpractice, product and professional liability, and property and casualty matters.
- Also mediates employment, commercial, agricultural, First Nations, health industry, and disputes involving governments.
- Instrumental as mediator in bringing major legal organizations together with paralegal organizations, culminating in the legislation that made the Law Society of Ontario the regulator of paralegal activities in Ontario.
- Responsible for the creation of the Ontario Mandatory Mediation Program and Legal Aid Ontario.

### **Chief Federal Land Claim Negotiator**

Government of Canada | 2000 - 2006

- Assisted in numerous land claims, including the Coldwater land claim.

**MPP for Willowdale** (1990 – 1999)

**Minister Responsible for Native Nations Affairs** (1995 – 1999)

**Attorney General of Ontario** (1995 – 1999)

## **PROFESSIONAL EXPERIENCE CONT'D**

### **Senior Adjudicative Officer**

General Insurance Ombuds Service | 2011 – Present

- Independent service that adjudicates disputes between insurance companies and their consumers.

### **Principal and Founding Partner**

Counsel Public Affairs | 2001 - Present

- One of Ontario's pre-eminent government relations practices.

## **BOARD POSITIONS**

- Ex-Officio Bencher – Law Society of Ontario (1995 – present)
- Board Member of the Board – Ornge (Ontario's emergency air and land ambulance service) (2012 – present)
- Vice Chairman – St. John's Rehabilitation Hospital (1999 – 2008)
- Former Director – Goldstone Resources (a company specializing in mining exploration and development)

## **AWARDS AND ACHIEVEMENTS**

- Law Society Medal Recipient (2005)
- Appointed Queen's Counsel (1992)
- Certified Specialist in Civil Litigation (1991)

## **RELEVANT EXPERIENCE IN THE SIX DISCIPLINE AREAS**

### **1. Advanced mediation skills**

As the Minister Responsible for Native Affairs, Mr. Harnick oversaw the conclusion of five major land claims. During the six-year Coldwater-Narrows land claim negotiation, Mr. Harnick built relationships and developed trust so the parties could find solutions while working collaboratively.

### **2. Excellent oral and written communication skills**

Mr. Harnick has made presentations to the legislative assembly, legislative committees, senate committee, municipal councils, and clients. Mr. Harnick has been a guest speaker and panellist at numerous public events. He has made presentations at continuing legal education conferences sponsored by the Law Society of Ontario. He has been a guest lecturer at Osgoode Hall Law School for the Certificate Program in Negotiation Training. Mr. Harnick has written numerous investigation reports.

### **3. Conducting investigations**

As the Integrity Commissioner for the Municipality of Leamington, the City of Kawartha Lakes, the Town of Grimsby, and Haldimand County and an Associate Investigator for other municipalities, Mr. Harnick has experience conducting investigations into Code of Conduct complaints.

### **4. Adjudicative experience**

As an Integrity Commissioner and the Senior Adjudicator of the General Insurance Ombuds Service, Mr. Harnick has adjudicative experience. He reviews submissions to determine the facts, and then provides recommendations and renders non-binding decisions.

### **5. Background in law or judiciary experience**

Having practiced law for over 40 years, Mr. Harnick has an extensive background in law. Mr. Harnick was an elected member of the Ontario Legislature from 1990 to 1999 and served as the Attorney General of Ontario and the Minister Responsible for Native Affairs from 1995 to 1999.

He was a member of the committee chaired by former Chief Justice Gregory Evans that wrote the Members Integrity Act, 1994 for the Ontario Legislature.

### **6. Knowledge of municipal government and municipal law, including conflict of interest legislation.**

In addition to his Integrity Commissioner work, he has acted as counsel in numerous municipal matters. In his capacity as a Principal of Counsel Public Affairs, clients engaged Mr. Harnick to resolve disputes concerning development charges, zoning changes, and permits. A law firm specializing in municipal and planning law routinely retains Mr. Harnick for government relations work, a position that requires Mr. Harnick to understand and interpret legislation relating to municipal government, municipal governance, and the conduct of elected officials.



# DEBORAH C. ANSHELL



## EDUCATION

LL.M. (Alternative Dispute Resolution),  
Osgoode Hall Law School of York University (1998)

LL.B., Faculty of Law,  
University of Toronto (1982)

Political Science,  
University of Calgary (1979)

Admitted to the Law Societies of Alberta (1983),  
Ontario (1987), and British Columbia (1993)

## PROFESSIONAL EXPERIENCE

### Integrity Commissioner

The City of Timmins, The City of Waterloo, The Town of  
Georgina | 2016 - Present

- Investigates into Code of Conduct Complaints.
- Conducts education sessions.
- Provides advice.
- Prepares annual reports.

### Mediator and Arbitrator, Civil and Commercial Dispute Resolution

ADR Chambers Inc. | 2008 - Present

- Mediates and arbitrates a variety of civil cases, for both small and large numbers of parties.
- Umpire under the *Insurance Act*.
- Arbitrates for Tarion Warranty Corporation, Builder Arbitration Forum.

### Investigator

ADR Chambers Banking Ombuds Office | 2009 - Present

- Conducts investigations, and makes determinations regarding whether bank customers were treated fairly in accordance with bank policies and general principles of good financial services.
- Review decisions of RBC, TD, and BNS Ombudsman Offices when bank customers are dissatisfied with those Offices' outcomes.

### Deputy Judge

Superior Court of Justice, Small Claims Court, Toronto |  
2006 – Present

- Conducts Small Claims trials and presides at Settlement Conferences.

### Member, Hearing Committee

Investment Industry Regulatory Organization of Canada  
("IIROC") | 2018 - Present

- Conducts disciplinary hearings respecting allegations of breaches of the IIROC Rules, securities legislation, or other requirements relating to trading or advising in respect of securities, commodities contracts, or derivatives

## PROFESSIONAL EXPERIENCE CONT'D

### Member

Condominium Authority Tribunal | 2017 - Present

- Conduct online mediations and arbitrations relating to condominium-related disputes in Ontario.

### Assistant General Counsel

Transamerica Life Canada | 2008 - 2012

- Drafted, interpreted, and revised commercial and policy contracts.
- Researched and drafted legal memoranda, and provided legal advice to various organizational departments.

### Claims Counsel

Lawyers' Professional Indemnity Company | 2006 - 2008

- Investigated, evaluated, and resolved errors and omissions claims against lawyers.

### Mediator, Civil and Commercial Dispute Resolution

Private Mediation Practice, Toronto | 2002 - 2006

- Facilitated settlement of complex civil cases, including insurance claims (disability, life, subrogation, occupiers' liability, fidelity bonds, motor vehicle, property and casualty), employment, insolvency, and corporate/commercial litigation.

### Assistant Vice-President and Senior Counsel (1997 – 2002)

### Assistant Vice-President and Counsel (1994 – 1997)

Manulife Financial | 1994 - 2002

- Administered, controlled, and directed in-house counsel nationwide.
- Ensured cost-effective and efficient control of several hundred insurance litigation files in three provincial jurisdictions.
- Established procedures and guidelines for handling of litigation files.
- Liaised with Manulife Financial senior management.
- Recruited, managed, and trained legal staff.

### Associate Counsel

Confederation Life Insurance Company (subsequently acquired by Manulife Financial) | 1989 - 1994

- Litigation practice in 14-lawyer full-service legal department, including insurance litigation, complex commercial/corporate matters, foreclosure actions, construction lien cases, and employment law.

## PROFESSIONAL EXPERIENCE CONT'D

### Associate

Gluckstein Neinstein, Barristers-at-Law, Toronto | 1988 – 1989

- Responsible for full range of personal injury cases.
- Completed all aspects of discovery, drafting and argument for motions practice, trial preparation, appellate factum writing and oral argument, and pre-trial negotiations.
- Appeared before the Workers' Compensation Appeals Tribunal.

### Associate

Dudelzak & Landry, Barristers & Solicitors, Calgary | 1982 - 1988

- Articled and practiced for five years as a litigation lawyer – including commercial litigation, insolvency, foreclosure, personal injury, security enforcement, employment and labour law.

## ASSOCIATIONS AND ACTIVITIES

- *Ombuds*, Toronto CREW Mentorship Program (2011 – 2019)
- *Campaign Cabinet*, The Spirit of Hope Benefit, Friends of Simon Wiesenthal Center for Holocaust Studies (2008 – 2019)
- *Judge*, The Canadian Client Consultation Competition (2017)
- *Board Member*, Beth Torah Congregation (2010 – 2016)
- *Member of Executive, Alternative Dispute Resolution Section*, Ontario Bar

## RELEVANT EXPERIENCE IN THE SIX DISCIPLINE AREAS

### 1. Advanced mediation skills

Ms. Anshell has extensive mediation experience in insurance (disability, life, subrogation, occupier's liability, fidelity bonds, motor vehicle, property and casualty, accident benefits, professional negligence), real estate, employment, health, and corporate/commercial matters. Since 2002, Ms. Anshell has practiced mediation and facilitated the settlement of hundreds of complex civil cases in a variety of subject matters. She was a Roster Mediator for the Ontario Mandatory Mediation Program from its inception.

### 2. Excellent oral and written communication skills

Ms. Anshell is a frequent speaker and writer on mediation and litigation for the Canadian Institute and the Ontario Bar Association.

### 3. Conducting investigations

As the Integrity Commissioner for the City of Waterloo, the Town of Georgina, and the City of Timmins and an Associate Investigator for other municipalities, Ms. Anshell has conducted investigations into Code of Conduct Complaints and into complaints under Ontario's *Municipal Conflict of Interest Act*. She is also an investigator with the ADR Chambers Ombuds Office and has completed investigations for municipal clients.

#### **4. Adjudicative experience**

Ms. Anschell has adjudicative experience not only as an Integrity Commissioner, but also as a Deputy Judge of the Superior Court of Justice, Small Claims Court, where she conducts small claims trials and presides at settlement conferences. In addition, Ms. Anschell is a member of the Hearing Committee for the Investment Industry Regulatory Organization of Canada (“IIROC”), and conducts disciplinary proceedings to determine whether there have been breaches of the IIROC Rules, securities legislation, or other requirements relating to trading or advising in respect of securities, commodities contracts, or derivatives.

#### **5. Background in law or judiciary experience**

Ms. Anschell has an extensive background in law that includes judicial experience. She has over 20 years of experience as a lawyer and is a Deputy Judge of the Superior Court of Justice, Small Claims Court, Toronto. Ms. Anschell conducts small claims trials and presides at settlement conferences. She holds a Master of Laws Degree in Alternative Dispute Resolution from Osgoode Hall Law School.

#### **6. Knowledge of municipal government and municipal law, including conflict of interest legislation**

As part of her Integrity Commissioner work, Ms. Anschell has used her knowledge of municipal government and municipal law to draft new Codes of Conduct and procedures for municipalities.

# MARVIN J. HUBERMAN



## EDUCATION

LL.M. (Alternative Dispute Resolution),  
Osgoode Hall Law School of York University (1997)

LL.B., Faculty of Law,  
University of British Columbia (1982)

Certified Specialist in Civil Litigation,  
Law Society of Upper Canada (2005)

Arbitration Certification,  
University of Toronto (1996)

Mediation Certification,  
Harvard Law School (1994)

## PROFESSIONAL EXPERIENCE

### Integrity Commissioner

The City of Brantford | 2020 – Present

- Conducts investigations into Code of Conduct Complaints.

### Barrister, Mediator, Arbitrator, Investigator

ADR Chambers Inc. | 2007 – Present

- Conducts workplace investigations, and investigations for the ADR Chambers Banking Ombuds Office and ADR Chambers Ombuds Office.

### Senior Litigation Counsel

Teplitsky, Colson LLP Barristers | 2005

### Senior Counsel, Litigation Group

Ogilvy Renault, LLP | 2002 - 2005

### Independent Senior Litigation Counsel | 1999 – 2001

### Vice-Chair

Commercial Registration Appeal Tribunal | 1997 – 2000

- Conducted hearings, mediations, and reconsiderations.
- Made rulings that are clear, fair, and reflect the best interests and positions of all parties involved.
- Conducted pre-hearings to determine the important issues and ensure that the hearing will be effective and efficient.

### Partner

Morris Rose Ledgett, Barristers & Solicitors | 1988 – 1999

### Associate, Litigation Group

Huberman, Cristall & Hutchinson, Barristers & Solicitors  
(Vancouver) | 1983 – 1988

## AWARDS AND ACHIEVEMENTS

- *Corporate International Magazine Global Award: Partnership Disputes Mediator of the Year in Canada* (2017)
- *The Lawyer International – Global Award – Law Firm of the Year – Commercial Arbitration – Canada* (2017)
- *M&A Today – Global Award – Law Firm of the Year – Commercial Arbitration – Canada* (2016)
- *Star Award – ADR Institute of Ontario* (2019)

## ASSOCIATIONS AND ACTIVITIES

- Chartered Arbitrator (C. Arb) – ADR Institute of Canada
- Fellow of the Chartered Institute of Arbitrators (FCI Arb)
- Fellow of the Asian Institute of Alternate Dispute Resolution (FAIADR)
- Member, Executive Committee – Toronto Commercial Arbitration Society
- President – ADR Institute of Ontario (ADRIO) (2018 – Present)
- Former Chair of the IP/Technology Section; Current Chair of the Construction Adjudication Section – ADR Institute of Ontario
- National Legal Counsel, and Member of National Administrative Board and Financial Management Cabinet – B'nai Brith Canada
- Founding Member – Chief Justice of Ontario's Advisory Committee on Professionalism
- Chair of the Governance Committee – The British Canadian Chamber of Trade and Commerce (BCCTC)
- Former Chair, National and Ontario Civil Litigation Sections – Canadian Bar Association
- Member – Civil Rules Committee
- Former Member – Competition Law and Policy Task Force of the Canadian Chamber of Commerce

## INSTRUCTOR/SPEAKER POSITIONS

*Speaker – Number conferences on current and evolving legal issues* (1988 – Present)

*Instructor (Intensive Trial Advocacy Course) – Osgoode Hall Law School* (2010 – 2017)

*Adjunct Professor of Law – Osgoode Hall Law School of York University* (1997 – 2001)

*Bar Admission Course Instructor – Law Society of Upper Canada, Civil Litigation and Advocacy* (1988 – 1997)

## RELEVANT EXPERIENCE IN THE SIX DISCIPLINE AREAS

### 1. Advanced mediation skills

Mr. Huberman has advanced mediation skills. He has served as a mediation coach at Osgood Hall Law School. He was the recipient of the 2017 Corporate International Magazine Global Award: Partnership Disputes Mediator of the Year in Canada.

## **2. Excellent oral and written communication skills**

As an experienced lawyer, Mr. Huberman developed excellent oral and written communication skills. He has been a speaker at numerous conferences on current and evolving legal issues.

## **3. Conducting investigations**

As the Integrity Commissioner for the City of Brantford and as an Associate Investigator for other municipalities, Mr. Huberman has conducted many investigations. Mr. Huberman is also an investigator for the ADR Chambers Banking Ombuds Office and the ADR Chambers Ombuds Office, providing municipal ombudsman services to a number of Ontario municipalities. He recently investigated the hiring of a Chief Administrative Officer of a Regional Municipality (at the region's request).

## **4. Adjudicative experience**

Mr. Huberman has adjudicative experience as an investigator for ADR Chambers Office of the Integrity Commissioner, the ADR Chambers Banking Ombuds Office and the ADR Chambers Ombuds Office, and as a former Vice-Chair of the Ontario Commercial Registration Appeal Tribunal. With the Ontario Commercial Registration Appeal Tribunal, Mr. Huberman arbitrated hundreds of disputes involving, workplace matters (including violence, harassment, discrimination, and wrongful disclosure), employment disputes, labour relations, and wrongful dismissal.

## **5. Background in law or judiciary experience**

Mr. Huberman has over 30 years of experience as a practicing lawyer. He holds a Master of Laws Degree in Alternative Dispute Resolution from Osgoode Hall Law School. He is accredited as a Chartered Arbitrator (C.Arb.) by the ADR Institute of Canada, and is a Fellow of the Chartered Institute of Arbitrators (FCIArb). He was also a member of the Civil Rules Committee (Comité des règles en matière civile), appointed by the Chief Justice, pursuant to the *Courts of Justice Act* (Ont.).

## **6. Knowledge of municipal government and municipal law, including conflict of interest legislation**

In addition to his Integrity Commissioner work, Mr. Huberman is an investigator for the ADR Chambers Ombuds Office, providing municipal ombudsman services to a number of Ontario municipalities.

# Minutes

Corporation of the Town of Kirkland Lake  
Tender Opening  
Electronic Opening via ZOOM  
June 30, 2020  
2:00 p.m.

## Attendance – electronically

Town of Kirkland Lake Staff: Meagan Elliott, Clerk  
Keith Gorman, Treasurer

Township of Larder Lake Staff: Marianne Hull, Finance and Administration Clerk

Public: Vishu Kumaran

The purpose of this meeting was to open electronically submitted proposals for an Integrity Commissioner for the Corporation of the Town of Kirkland Lake and the Township of Larder Lake, RFP 553-20.

The proposals received were as follows:

DPRA Canada  
ADR Chambers Inc.

The packages were forwarded to staff for review. The evaluation team consists of Meagan Elliott, Crystal Labbe, and Marianne Hull.

Meeting adjourned at 2:05 p.m.



Meagan Elliott, Clerk (Kirkland Lake)



Marianne Hull, Finance and Administration  
Clerk (Larder Lake)



<b>Category</b>	<b>Weight</b>
<p><b>Investigative Experience</b></p> <p>Respondents are to give at least two (2) examples which demonstrate how their previous experience aligns with the role of the proposed Integrity Commissioner such as:</p> <ul style="list-style-type: none"> <li>• Impartiality and neutrality in managing sensitive inquiries and conducting investigations and making appropriate recommendations;</li> <li>• Expertise with investigative techniques and procedures and in gathering of evidence and its legal interpretation; and</li> <li>• Adjudicative skills or similar related experience.</li> </ul>	20%
<p><b>General Municipal Knowledge</b></p> <p>Respondents shall provide: A minimum of two (2) examples which demonstrate broad knowledge and experience related to municipal government, the role of a municipal integrity commissioner, as well as practices, procedures, methods and mandates related to the municipal sector.</p>	20%
<p><b>Knowledge of Ontario Municipal Law</b></p> <p>Respondents shall provide: One (1) example which demonstrate broad knowledge and experience related to municipal government and the role of a municipal integrity commissioner.</p>	15%
<p><b>Price – Costing Proposal Overall submitted price for services</b> Respondents shall provide an hourly rate for their services and a list of proposed related expenses.</p>	30%
<p><b>Timely Performance</b></p> <p>Provide examples, which demonstrate past experiences where files have been successfully reported upon and the number of days to close and report upon each file.</p>	15%
<b>TOTAL</b>	100%

Proposal #: <del>RFP-583</del> -20 Review Date: <u>July 8, 2020</u> Opening Date: <u>June 30, 2020</u> Opening Time: <u>2:00 p.m.</u> # of Bids: <u>2</u> Description: <b>Integrity Commissioner Services</b>		EVALUATION CRITERIA SUMMARY											
Proponents	RFP Amount (before HST)	INVESTIGATIVE EXPERIENCE <i>2 examples</i>		GENERAL MUNICIPAL KNOWLEDGE <i>2 examples</i>		KNOWLEDGE OF ONTARIO MUNICIPAL LAW <i>1 example</i>		PRICE		TIMELY PERFORMANCE		TOTAL SCORE	
		Out of	score	Out of	score	Out of	score	Out of	score	Out of	score		
DPRA <i>pg. 13</i>	<i>Hr = 245 Travel = 715 Accom = 160</i>	20	12	20	12	15	9	30	27	15	7	67	
ADR Chambers <i>Annual pg. 29</i>	<i>Retainer = 500 ICM = 350 Assn = 275 60km = 720 accommodation @ cab.</i>		19		19		15		21		13	87	

Reviewed By: *Angela Dube* Title: *Interim Clerk-Treasurer*

Proposal #: <u>RFP-553-20</u> Review Date: <u>July 8, 2020</u> Opening Date: <u>June 30, 2020</u> Opening Time: <u>2:00 p.m.</u> # of Bids: <u>2</u> <b>Description: Integrity Commissioner Services</b>		<b>EVALUATION CRITERIA SUMMARY</b>											
Proponents	RFP Amount (before HST)	INVESTIGATIVE EXPERIENCE		GENERAL MUNICIPAL KNOWLEDGE		KNOWLEDGE OF ONTARIO MUNICIPAL LAW		PRICE		TIMELY PERFORMANCE		TOTAL SCORE	
		Out of	score	Out of	score	Out of	score	Out of	score	Out of	score		
DPR		20	13	20	10	15	10	30	26	15	7	66	
ADR Chambers			20		20		15		20		12	87	

Reviewed By: M. Hill Title: Finance & Admin Clerk

Proposal #: RFP-553-20

Review Date: July 8, 2020

Opening Date: June 30, 2020

Opening Time: 2:00 p.m.

# of Bids: 2

**Description: Integrity  
Commissioner Services**

### EVALUATION CRITERIA SUMMARY

Proponents	RFP Amount (before HST)	INVESTIGATIVE EXPERIENCE		GENERAL MUNICIPAL KNOWLEDGE		KNOWLEDGE OF ONTARIO MUNICIPAL LAW		PRICE		TIMELY PERFORMANCE		TOTAL SCORE
		Out of	score	Out of	score	Out of	score	Out of	score	Out of	score	
DPRA		20	18	20	15	15	10	30	30	15	15	88
ADR Chambers		20	20	20	20	15	15	30	25	15	13	93

Reviewed By:  Title: Clerk.

RFP 553-20 Integrity Commissioner

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	<b>DPRA</b>	<b>ADR Chambers</b>
Staff 1	88	93
Staff 2	67	87
Staff 3	66	87
<b>AVG</b>	<b>73.67</b>	<b>89</b>



# REPORT TO COUNCIL

Meeting Date: 8/11/2020	Report Number: 2020-CLK-003
Presented by: Meagan Elliott	Department: Corporate Services

## REPORT TITLE

Open Government Software Platform

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-CLK-003 entitled “**Open Government Software Platform**” be received, and

**THAT** staff be directed to proceed with the purchase and implementation of the iCompass Agenda and Open Data Software Platform with funding provided in the approved 2020 Municipal Operating Budget.

## BACKGROUND

The Clerk’s Division is working to improve the construction and publication of agendas, minutes, by-laws, reports and open data to integrate this information with the new Town website. Agenda software platforms have been explored to improve access to corporate documents on the new website as well as to assist with internal processes. The adoption of the proposed recommendations will also move Kirkland Lake closer to becoming a paperless environment. The preferred agenda software is iCompass, which is one of a small number of software platforms used extensively by municipalities across the country. There is a link and an attachment below that provides additional information and visualization of the iCompass platform.

## RATIONALE

Utilizing the iCompass software will benefit the Town of Kirkland Lake in the following ways:

- Streamline the agenda construction process
- Improve accuracy of minutes

- Improve tracking of follow up action items
- Improve accessibility
- Improve open data source and transparency
- Creates a “one stop shop” for meeting documents
- Provides a publically accessible by-law database
- Provides an internal agreement tracking system
- Provides consistency for agenda and minute documents for committees
- Allows multiple users to construct agendas
- 24/7 IT support
- Significantly reduces staff time for construction of agendas and minutes
- Improves the flow of meetings when utilizing the “Agenda Notes” app

The implementation of iCompass will create a portal on the Town website to be Kirkland Lake’s open data source for agendas, minutes, by-laws, reports, etc. The portal is tailored to each customer to look like an extension of the Town website. iCompass staff will integrate previous documents from the old system into the new system (solving the current issue of not being able to access links on old agendas). The database is also “word” searchable, which means when a viewer is looking for information on a specific topic, they may type in the topic and all documents with those words will be provided.

With the implementation of iCompass, all agendas and minutes will be populated within the portal, including committee agendas and minutes. This is beneficial as all agendas and minutes of Committees governed by Council’s Procedural By-law will be available to residents the same way that Council Meeting agendas and minutes are now.

iCompass also offers a by-law database that integrates with the Town website. This will be very useful for both external and internal users.

As well, the Town has been streaming meetings electronically. iCompass does offer live and on-demand streaming. It connects directly into your meeting content and can integrate with virtual meeting platforms. This component has not yet been fully explored and is not included in the cost listed below in financial considerations.

Internally, utilizing iCompass will reduce staff time to construct agendas as well as allow other staff members to finalize the agenda. This is important for cross training as there is currently only one employee who can publish a Council agenda. iCompass also offers “action tracking” features that will streamline the follow up process to return items to Council in a timely manner and not have items missed. Also internally, staff plan to utilize the system to create an agreement tracker to improve the process of tracking agreements for signing / renewal dates / expirations.

For Councillors and committee members, the best way to utilize the software to its full potential is electronically through the Agenda Notes app. This app is compatible with all devices but works best with a touch screen device. As you will see in the YouTube video below, you can write on it just like paper and leave yourself notes that you want to bring up in the meeting. The world is shifting to paperless solutions and as local leaders we can as well. Moving to paperless solutions not only helps the environment but will help decrease staff time and printing costs. The Agenda Notes app is also utilized by the Clerk for recorded votes and taking minutes.

## **OTHER ALTERNATIVES CONSIDERED**

There are two possible alternatives, which include:

1. eSCRIBE is the other commonly used agenda software platform. eSCRIBE is more designed to run a meeting rather than the construction of agendas/improvement of follow up. It does not provide a by-law or agreement database and is almost twice as expensive.
2. Continuing with constructing agendas manually through the Clerk utilizing Adobe is inefficient and problematic as only 1 staff member can complete the agenda, and results in large files continually being uploaded to the website. This option does not solve the new website integration issue occurring with previous agendas.

## **FINANCIAL CONSIDERATIONS**

Funds in the amount of \$5000.00 have been allocated in the Approved 2020 Budget for the purchase of this software. The funding will be allocated from the Modernization Funding from the Province of Ontario. The negotiated annual cost for the iCompass software is \$4405.00 + HST with price protection language to be added into the contract to cap any price increases to 3% per year.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

The proposed recommendations support multiple priorities within the Town of Kirkland Lake Strategic Plan that will benefit from implementing an agenda software, including:

- OE-59: Review and implement software to assist with formulating Council agendas,
- OE-51: Review opportunities to eliminate paper-based records,
- OE 43-49: Assess contracts,
- OE-40: By-Law database, and
- BT-10: Cross training staff.



## ACCESSIBILITY CONSIDERATIONS

Utilizing an agenda software platform will ensure all documents uploaded are accessible.

## CONSULTATIONS

Steph Palmateer, City of Timmins Clerk  
Suzie Fournier, Municipality of Temogami Clerk  
Jackie Mellon, Clerk - Town of Deep River  
Erin Kwarciak, Town of Plympton-Wyoming Clerk  
Krystle Pero, Civic Live Administrator (website contact)  
Richard McGee, CAO

## ATTACHMENTS

Attachment 1: YouTube visual of agenda platform <https://youtu.be/zuA0TDJN-98>  
Attachment 2: Hear from the Customer

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TOP



**iCompass**

A DILIGENT BRAND

# Hear From Our Customers:

## The Top Benefits of Our Technology

We asked some of our local government customers what they love most about partnering with us.

**Here's what they had to report.**



### Efficiency

"It has truly made our work more streamlined, and allowed us to actually have time to pay attention other matters that are very important, such as records management, and public disclosure, and policy and procedures, and things that when you're spending two or more days publishing, and printing a packet, that eats away a lot of time."

"It makes it easier to have conversations, to have discussions, to have debates. Because there's so much information out there, and because it's timely ... it's about efficiency, and transparency, and accuracy. Those are the three big ones in my experience with this technology. And it helps improve all three of those."



### Transparency

"There's more information going out to the citizens, therefore they can make better decisions when they talk to their elected officials about projects, programs, and initiatives that the city is contemplating and that the board is facing making a decision on."

"It's hugely transparent, because everything we do as local government, especially in California, it's based on transparency... And, it really helps [council members] to be able to follow the rules, and the regulations, and it really ensures that the public sees that they're being transparent, that they do take these actions in the public's eye. Having that portal, that front facing portal is just great."

**To learn more about iCompass by Diligent, contact us today:**

Call: 800-407-0141 • Email: [Community@diligent.com](mailto:Community@diligent.com) • Visit: [www.diligent.com/iCompass](http://www.diligent.com/iCompass)

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**Community**  
BY DILIGENT



**iCompass**  
A DILIGENT BRAND

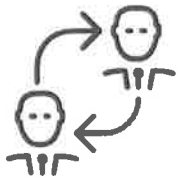
We asked some of our local government customers what they love most about partnering with us.  
**Here's what they had to report.**



**Inclusion**

“Once an agenda is ready to go and you click a button, anyone who’s subscribed to the system is getting notified that the agenda is ready, and it’s well in advance of a meeting. So they come in informed, and an informed constituency is an active constituency.”

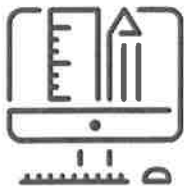
“Accessibility with this is better than what we’ve had. This is one of the hardest things, making sure it’s accessible to everybody. This allows us to do that. The video is closed captioned, where you know, before it wasn’t, it’s just the little things that you don’t really matter that much that when you get them, you realize how important they are.”



**Exceptional Support**

“I feel like I’ve got a team supporting me, not just a company I’ve hired to produce a couple of things.”

“They really take it to heart, and will help you implement any features that aren’t already in the system to ensure that you are keeping up with your needs, and really doing the best job that you can to fulfill those needs, to your agency, and to the public.”



**Innovation**

“The board has allowed us to spend what funds we need to, to get into this modern age of government. So hopefully we continue to have a board that allows us to do that, because they’ve now seen the importance.”

“Modern governance to me means that you’re keeping relevant with technology, and with people’s needs, and with the shifting dynamics of how public agencies are working and operating.”

Feedback provided by Curt P., Public Information Officer, Rebekah Barr, City Clerk, Tammy M., Management Analyst, and Louis S., Public Information Officer.

**To learn more about Community by Diligent, contact us today: Call:**

800-407-0141 • Email: [Community@diligent.com](mailto:Community@diligent.com) • Visit: [www.diligent.com/icompass](http://www.diligent.com/icompass)

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# REPORT TO COUNCIL

Meeting Date: 8/11/2020	Report Number: 2020-CS-007
Presented by: Bonnie Sackrider	Department: Community Services

## REPORT TITLE

Hockey Heritage North Collection

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-CS-007 entitled “**Hockey Heritage North Collection**” be received,

**THAT** staff be directed to proceed with the relocation of Kirkland Lake specific artifacts from Heritage North to the Community Complex, and

**THAT** staff be directed to disperse the remaining artifacts to the donor of the artifact(s) or to another organization with a mandate similar to Hockey Heritage North’s mandate.

## BACKGROUND

In 2015, when Hockey Heritage North was rebranded as Heritage North: a Conference and Events Centre, the hockey artifacts that were displayed in the centre were placed into storage.

At its May 5 2020 Regular Meeting of Council, the following resolution was passed:

**THAT** Report Number 2020-ED-003 entitled “Heritage North Service Delivery Review” be received, and

**THAT** staff be directed to begin the process to divest the Municipality of Heritage North and report back to Council, operating the facility until a sale is concluded.

This report did not include recommendations related to the collection, as it dealt with

---

the facility itself.

The extensive collection is an asset that the Municipality manages. Therefore, how to best display the retained artefacts and to disperse the remaining artifacts is a decision that should be made, prior to any sale of the Heritage North building.

At previous Council Meetings, it was indicated that there may be merit in relocating some of the artifacts in storage, to the Community Complex. With the construction of the Aquatic Centre on the north side of the Complex, the former Birthday Party room is no longer utilized as programming space. Preliminary cost estimates range between \$15,000 and \$30,000 to retrofit the room as a display space for hockey memorabilia, dependant upon the scope of work to be completed.

In early 2020, staff met with two members of the Foundation and completed a site visit of this room. Those members present were supportive of transferring the Kirkland Lake collection to this area.

## **R A T I O N A L E**

The Community Complex is home to thousands of visitors each month during the traditional hockey season. The visitors are a combination of local and regional guests. It is anticipated that both groups will enjoy seeing and learning about the history of hockey in Kirkland Lake during their visits to the Community Complex. The relocation of the collection to the Complex will compliment the activities already programmed at the Complex and will promote the Kirkland Lake Hockey legacy to more people visiting the Complex.

## **O T H E R A L T E R N A T I V E S C O N S I D E R E D**

There are three other alternatives that Council may wish to consider, including:

1. Deaccession and dispersal of all items to original donors or next of kin. This could take considerable time to locate and contact all donors to determine mailing addresses for shipping. The cost of shipping the items is not known at this time.
2. Transfer to another organization - this could include other museums, sports halls of fame, Hockey Hall of Fame, etc. There is no guarantee the items will fit another organizations mandate or interests.
3. Sale of items at public auction through a 3<sup>rd</sup> party. This could be negatively interpreted as a means to create a revenue stream from items that were donated from individuals, for the purpose of a hockey museum.

## **FINANCIAL CONSIDERATIONS**

Regardless of the option chosen, there will be costs associated with deaccession and dispersal. With an estimated 3,000 items to review, considerable staff time to conduct the deaccession will be required. Donors will need to be contacted for all items, where possible, and advised of Council's decision for dispersal of the items from Heritage North. Shipping costs to return items on loan, or in trust, or to those owners who wish to have the item returned has not been calculated at this time.

While the proposed recommendation has a cost associated with it, there may be an opportunity to cost share with the Foundation and include the funds in the 2021 Capital Budget to commence as early as Q4 2020 as an early start project, if approved.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

This recommendation is consistent with the priorities of promoting Kirkland Lake, better management of Capital Assets and outstanding service.

## **ACCESSIBILITY CONSIDERATIONS**

Accessibility requirements in accordance with the Ontario Building Code will be met or exceeded with all room retrofits.

## **CONSULTATIONS**

Wilf Hass, Economic Development  
Kelly Gallagher, Curator, Museum of Northern History  
Kaitlyn McKay, Museum of Northern History  
Peggy McIntyre, Heritage North  
Jerry Robazza, Foundation  
Steve Cox, Foundation

## **ATTACHMENTS**

Attachment 1 – May 5, 2020 Council Minutes

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# *Minutes*

Corporation of the Town of Kirkland Lake  
Regular Meeting of Council  
Electronically via Zoom  
May 5, 2020  
4:40 p.m.

## **Attendance – Electronically**

Mayor: Pat Kiely  
Councillors: Rick Owen  
Stacy Wight  
Patrick Adams  
Dennis Perrier  
Eugene Ivanov  
Casey Owens  
Staff: Chief Administrative Officer: Ric McGee  
Municipal Clerk: Meagan Elliott  
Finance Manager/Treasurer: Keith Gorman  
Director of Planning and Land Development: Ashley Bilodeau  
Director of Community Services: Bonnie Sackrider  
General Manager of Public Works: Michel Riberdy  
Fire Chief: Rob Adair  
Director, Economic Development and Tourism: Wilf Hass  
Deputy Treasurer: Peter Georgeoff  
Director of Care: Nancy Loach  
HN Facility Administrator: Scott McDowell

## **Call to Order and Moment of Silence**

Mayor Pat Kiely requested a moment of silence.

## **Approval of the Agenda**

Moved by: Casey Owens  
Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** the Agenda for the Regular Meeting of Council held on May 5, 2020 beginning at 4:40PM be approved as circulated to all Members of Council.

**CARRIED**

## **Declaration of Pecuniary Interest**

Mayor Pat Kiely requested those present to declare any pecuniary interest with matters appearing on the agenda. Councillor Ivanov and Councillor Adams declared a pecuniary interest on item 6.6: Heritage North Service Delivery Review, and Councillor Owen declared a pecuniary interest on item 6.7: Proposed 2020 Capital Budget for any discussions relating to water/wastewater.

## **Petitions and Delegations**

There were no petitions or delegations appearing before Council.

## **Acceptance of Minutes and Recommendations**

Moved by: Rick Owen

Seconded by: Patrick Adams

**BE IT RESOLVED THAT** Council accept the minutes of the following meetings:

- Minutes of the Regular Meeting of Council held April 21, 2020.

**CARRIED**

## **Reports of Municipal Officers and Communications**

- 6.1 COVID-19 Update, Verbal  
Richard McGee, CAO

Moved by: Stacy Wight

Seconded by: Rick Owen

**BE IT RESOLVED THAT** the verbal update titled “**COVID-19 Update**” be received.

**CARRIED**

- 6.2 False Alarm By-law  
Rob Adair, Fire Chief

Moved by: Dennis Perrier

Seconded by: Patrick Adams

**BE IT RESOLVED THAT** Memorandum Number 2020-FIR-001 entitled “**False Alarm By-law**”, be received, and

**THAT** the False Alarm By-law be presented to Council for approval.

**CARRIED**

- 6.3 Food Market  
Bonnie Sackrider, Director of Community Services

Moved by: Eugene Ivanov

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Report Number 2020-CS-005 entitled “**Food Market**”, be received, and **THAT** staff be instructed to operate the 2020 Food Market with the appropriate protocols in place from Farmers’ Markets Ontario.

**CARRIED**

- 6.4 Postponement of Material Hazardous Waste Event  
Ashley Bilodeau, Manager of Land Development and Planning



Moved by: Rick Owen

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Report Number 2020-DEV-016 entitled “**Postponement of Material Hazardous Waste Event**”, be received, and

**THAT** staff be directed to postpone the Material Hazardous Waste Event scheduled for Saturday May 23<sup>rd</sup>, 2020 to Saturday, September 5<sup>th</sup>, 2020.

**CARRIED**

6.5 Rescheduling of Team Northern Throttle Drag Races  
Ashley Bilodeau, Manager of Land Development and Planning

Moved by: Patrick Adams

Seconded by: Casey Owens

**BE IT RESOLVED THAT** Report Number 2020-DEV-017 entitled “**Rescheduling of Team Northern Throttle Drag Races**”, be received, and

**THAT** the Team Northern Throttle Drag Races be rescheduled from the weekend of June 10<sup>th</sup> to 15<sup>th</sup>, 2020 to the weekend of August 19<sup>th</sup> to the 24<sup>th</sup>, 2020.

**CARRIED**

6.6 Heritage North Service Delivery Review  
Wilf Hass, Director Economic Development and Tourism

*Councillor Ivanov and Councillor Adams declared a pecuniary interest and disabled audio/video for discussions on this topic*

Moved by: Stacy Wight

Seconded by: Dennis Perrier

**BE IT RESOLVED THAT** Report Number 2020-ED-003 entitled “**Heritage North Service Delivery Review**” be received, and

**THAT** staff be directed to begin the process to divest the Municipality of Heritage North and report back to Council, operating the facility until a sale is concluded.

**CARRIED**

6.7 Proposed 2020 Capital Budget  
Keith Gorman, Treasurer

*Councillor Owen declared a pecuniary interest for any discussions on water/wastewater but the discussions did not go into this detail allowing Councillor Owen to remain in the discussions.*

Moved by: Casey Owens

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** Memorandum Number 2020-FIN-001 entitled “**Proposed 2020 Capital Budget**”, be received, and

**THAT** the Proposed 2020 Capital Budget be referred to a Special Meeting of Council to be called for May 12<sup>th</sup>, 2020 beginning at 4:40PM.

**CARRIED**

## **Consideration of Notices of Motion**

No motions to consider.

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

Moved by: Dennis Perrier

Seconded by: Casey Owens

**BE IT RESOLVED THAT** the following bylaw be read a first, second, and third time, numbered, passed, signed by the Mayor and the Clerk, and the Seal of the Corporation be affixed thereto; **Bylaw Number 20-043**, being a bylaw to Impose Fees for Automatic Alarms (False).

**CARRIED**

## **Questions from Council to Staff**

No questions submitted.

## **Notice(s) of Motion**

No notices of motion submitted.

## **Councillor's Reports**

Councillors reported on events over the past 2 weeks.

## **Additional Information**

No additional information submitted.

## **Closed Session**

Moved by: Rick Owen

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Council move into an In-Camera meeting pursuant to Section 239(2) to discuss 2 matters about identifiable individuals and 1 matter to discuss a plan and procedure, to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

**CARRIED**

*Council moved into the In-Camera session at 6:08pm*

13.1 Minutes of the In-Camera Meeting of Council held April 7, 2020

13.2 Ministry of Labour Field Visit Report  
Ashley Bilodeau, Manager of Planning and Land Development

13.3 Cemetery Operations  
Ashley Bilodeau, Manager of Planning and Land Development

13.3 Status Update on RFP-555-20 - Service Delivery Review  
Meagan Elliott, Municipal Clerk

*Council rose from the In-Camera session at 6:43pm*

### **Matters from Closed Session**

No matters to address.

### **Confirmation Bylaw**

Moved by: Patrick Adams

Seconded by: Casey Owens

**BE IT RESOLVED THAT** the following bylaw be read a first, second, and third time, numbered, passed, signed by the Mayor and the Clerk, and the Seal of the Corporation be affixed thereto; **Bylaw Number 20-044**, being a bylaw to confirm the proceedings of Council at its meeting held May 5, 2020.

**CARRIED**

### **Adjournment**

Moved by: Eugene Ivanov

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Council adjourn the May 5, 2020 Regular Meeting of Council

**CARRIED**

*The meeting adjourned at: 6:45 pm*

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Pat Kiely, Mayor

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Meagan Elliott, Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 20-069

BEING A BY-LAW TO PERMIT THE OPERATION OF OFF-ROAD VEHICLES

**WHEREAS** the Municipal Act, S.O. 2001, c. 25, Section 8, provides that the powers of the Municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to (a) govern its affairs as it considers appropriate, and (b) to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** the Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 191.8, subsection (3) provides that a Council of a municipality may pass a by-law permitting the operation of off-road vehicles with three or more wheels and low pressure bearing tires on any highway within the municipality that is under the jurisdiction of the municipality, or on any part or parts of such highway;

**AND WHEREAS** the Council of the Corporation of the Town of Kirkland Lake deems it desirable to enact such a By-law for all terrain vehicles (ATVs) as defined in Ontario Regulation 316/03 as an off-road vehicle;

**AND WHEREAS** the Council passed By-law Number 11-017 on September 20, 2011;

**AND WHEREAS** on July 1, 2020, the Province of Ontario expanded the types of off-road vehicles permitted on-road to two additional types being: off-road motorcycles and extreme terrain vehicles;

**AND WHEREAS** the Province of Ontario requires municipalities with existing by-laws permitting off-road vehicles to amend their by-law after July 1, 2020 if they wish to allow these vehicles on local roads;

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:**

1. Interpretation

a. In this By-law:

**"Off-road Vehicle"** means a vehicle propelled or driven otherwise than by muscular power or wind and designated to travel (a) on not more than three wheels, or (b) on more than three wheels and being of a prescribed class of vehicle, as defined under the Off-Road Vehicles Act. This includes:

- Single rider all-terrain vehicles
- Two-up all-terrain vehicles
- Recreational off-highway vehicles
- Utility terrain vehicles
- Off-road motorcycles
- Extreme terrain vehicles

**"By-law Enforcement Officer"** means a member of any police service or designated by-law enforcement officer within the jurisdiction of the Town.

**"Highway"** means a highway as defined in the *Highway Traffic Act* that is under the jurisdiction of the Town.

**"Town"** means the municipal Corporation of the Town of Kirkland Lake or the geographic area within the boundaries of the Town of Kirkland Lake.

## 2. Severability / Conflict

- a. If any section, subsection, part or parts of this By-law is declared by any court of law to be bad, illegal or ultra vires, such section, subsection, part or parts shall be deemed to be severable and all parts hereof are declared to be separate and independent and enacted as such.
- b. Nothing in this By-law relieves any person from complying with any provision of any Federal or Provincial legislation or any other By-law of the Town.
- c. Where a provision of this By-law conflicts with the provisions of another By-law in force in the Town, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail.

## 3. Right to Operate

- a. No person shall operate an Off-road Vehicle except as expressly provided for in this By-law.
- b. No person shall operate, or cause or permit to be operated, an Off-Road Vehicle over and upon:
  - i. Any municipally owned or municipally maintained land used as parks, playgrounds or utility purposes, unless otherwise signed accordingly;
  - ii. Along Government Road from the intersection of Government Road East and Burnside Drive and running westerly to the intersection of Government Road West and Main Street. A person operating an off-road vehicle may directly cross this restricted highway;
  - iii. The laneway behind property on Government Road West, between Main Street and Wood Street;
  - iv. On any private property without the consent of the owner; and
  - v. On any sidewalk.
- c. When traveling on a highway, the person shall travel only on the shoulder, and where unavailable, the right most portion of roadway. The operator shall drive the Off-road Vehicle in the same direction as traffic.
- d. No person shall operate, or cause or permit to be operated, an Off-road Vehicle on any highways within the Town of Kirkland Lake between the hours of 10:00 p.m. and 5:00 a.m. This section shall not prevent an operator who is returning from an area outside the boundaries of the Municipality from travelling on a non-restricted highway between the hours of 10:00 p.m. and 5:00 a.m., provided that he/she is preceding directly to his/her residence.
- e. Despite any section in this By-law, no person shall operate an Off-road vehicle on a highway in contravention of O. Reg. 316/03, made under the *Highway Traffic Act* as amended or replaced from time to time.

## 4. Enforcement – No Obstruction

- a. This By-law may be enforced by any By-law Enforcement Officer or Ontario Provincial Police Officer.
- b. No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this By-law.

5. Offences

- a. A person who contravenes any of the provisions of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for in the *Provincial Offences Act*, R.S.O. 1990, c. P33.

6. Repeal

- a. By-law 11-072 is hereby repealed.

7. Effective

- a. This By-law shall come into force and effect upon passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11<sup>th</sup> DAY OF AUGUST, 2020.**

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Patrick Kiely, Mayor

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Meagan Elliott, Clerk

DRAFT

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**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**BY-LAW NUMBER 20-070**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO A SITE PLAN CONTROL AGREEMENT AT 11 STATION ROAD SOUTH WITH BETH AND KEVIN CREMA**

**WHEREAS** the Town enacted By-law Number 85-94 to provide for Site Plan Control Provisions, pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, as amended;

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:**

1. Council for the Corporation of the Town of Kirkland Lake hereby approves the Site Plan Agreement for 11 Station Road in the Town of Kirkland Lake, attached to this By-law as Schedule "A"; and
2. The Mayor and Clerk are hereby authorized to execute all documents related to the Site Plan Control Agreement on lands described as Teck MC L1635PT, Parcel 12151CST (11 Station Road S) with Beth and Kevin Crema.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11<sup>th</sup> DAY OF AUGUST, 2020.**

\_\_\_\_\_  
Patrick Kiely, Mayor

\_\_\_\_\_  
Meagan Elliott, Clerk

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## **SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT, made this 11<sup>th</sup> day of August, 2020.

BETWEEN

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

(Hereinafter called the "Town")

OF THE FIRST PART

AND

**Beth and Kevin Crema**

(Hereinafter called the "Owner")

OF THE SECOND PART

**WHEREAS** the Town has enacted Site Plan Control Provisions being By-law 85-94 pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, as amended;

**WHEREAS** the lands described as 11 Station Road S, Town of Kirkland Lake, District of Temiskaming hereinafter called the "subject lands" are zoned for the purpose of an office building with residential units, according to the layout shown on Schedule "B".

**AND WHEREAS** the Owner is the registered owner of the subject lands, as described in Schedule "A";

**AND WHEREAS** the Owner has applied to the Town for approval of the plans as received by the Department of Development Services on the prescribed forms and the said department has approved of said plans, subject to the Owner entering into a Site Plan Control Agreement;

**NOW THEREFORE BE IT RESOLVED** that in consideration of the promises and covenants contained herein, the parties hereto agrees as follows:

1. This Agreement shall apply to the lands described in Schedule "A".
2. The Owner covenants and agrees to construct and maintain on the subject lands to the continuing satisfaction of the Engineering Department at their own costs:
  - a. On-site parking for service and customers, consisting of not less than 5 parking spaces, shall be provided and maintained by the Owner as set out on Schedule "B" hereto.
  - b. Ingress and egress shall be provided and maintained by the Owner as set out on Schedule "B" hereto.
  - c. Provide and maintain all drainage to the satisfaction of the Town, as set out on Schedule "B" hereto.
  - d. Provide vaults and garbage collection points, as set out on Schedule "B" hereto.
  - e. To maintain lighting for the safety of vehicular and pedestrian traffic, as set out on Schedule "B" hereto.



- f. Snow removal of all access roads, driveways, parking, loading areas and walkways shall be provided and maintained at the owner's expense.
  - g. To place snow on property in accordance with Schedule "B" hereto.
3. The Owner covenants and agrees that no development will proceed on the subject lands except as shown on plans approved by the Town pursuant to Section 41 of the *Planning Act, R.S.O. 1990*, as amended, and more particularly identified in Schedule "B".
4. The Owner covenants and agrees that the development on the subject lands will meet the accessibility requirements prescribed in the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11*.
5. The Owner further agrees that the proposed building(s) and/or structure(s) and other works on the plan identified in Schedule "B" shall be completed in conformity with the said plan and shall do all acts to provide for the maintenance and use of the requirements set out in the plan. Minor variances from the plans resulting from approved Change Orders by the Town in the course of construction will be permitted.
6. The Owner shall not be held responsible for damages caused by delay or failure to perform its undertakings under the terms of this Agreement when the delay or failure is due to fire, strikes, material shortages, floods, Acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or protected against. If the Owner is so delayed, time for performance will be extended by such reasonable period as may be necessary to overcome the effect of the delay.
7. The Owner agrees to the registration of this agreement against the Subject Lands to the intent that provisions hereof shall run with the land and be binding upon the Owner and any and all subsequent owners to the said lands. The Owner agrees to bear all costs associated with the preparation and registration of this Agreement against the Subject Lands.
8. The Owner shall contain any and all construction debris on the Subject Lands. Any debris from the project site which does spill onto any adjacent lands shall be removed forthwith by the Owner at the sole risk and expense of the Owner. The Town may give the Owner notice, or post a notice to this effect on the Subject Lands, for the owner to remove and or clean up such construction debris. In the event that any such debris remains after the expiry of such notice, the Owner hereby authorizes the Town to remove and or clean up any such construction debris and to add any Town costs to the property taxes for the subject lands, to be collected as municipal property taxes.
9. Should the Owner default in any of its obligations as set out in the Agreement, or fail to provide or construct any of the work described in this Agreement in the time limit which is provided herein, the Town, at its sole discretion, may enter upon the said lands and complete such obligations or works and charge the total cost to the Owner and the cost shall be added to the Collector's Tax Roll and collected as municipal property taxes .
10. Notwithstanding anything contained in this agreement, the Owner shall comply with all applicable federal, provincial and municipal laws.
11. All works, structures and buildings referred to herein shall be constructed and maintained at the sole expense of the Owner.
12. Release and Discharge
  - a. The Owner hereby forever releases and discharges the Town, its officers, servants and employees from any claim or demand, whether in contract or tort, for any damages, loss, injury or death arising from the designs referred to herein or which are the subject of any current or subsequent

approval hereunder, to the intent that the Owner shall be solely responsible for.

- b. The Owner further agrees to indemnify and save harmless the Town, its officers, servants and employees from any such claims or demands.

**IN WITNESS THEREOF** the parties hereto have affixed their corporate seals in execution hereof duly attested by the hands of their proper officers.

THE CORPORATION OF THE  
TOWN OF KIRKLAND LAKE

Beth and Kevin Crema  
11 Station Road South

Officers:

Officers:

Name: Patrick Kiely, Mayor

Name: Beth Crema

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

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

Name: Meagan Elliott, Clerk

Name: Kevin Crema

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

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

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

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

Seal

Seal

Witness: \_\_\_\_\_

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

**Schedule "A"**

**Legal Description of the Land:**

Teck MC L1635PT, Parcel 12151CST

**Schedule "B"**

Site Plan



**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**BY-LAW NUMBER 20-071**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS  
REGULAR MEETING HELD AUGUST 11, 2020**

**WHEREAS** Subsection 5(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** Subsection 5(3) of the said Municipal Act provides that the powers of every Council are to be exercised by by-law;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of the Town of Kirkland Lake at this meeting be confirmed and adopted by by-law;

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:**

- 1 The actions of the Council of the Town of Kirkland Lake in respect of each motion passed and other actions taken by the Council of the Town of Kirkland Lake at this meeting are hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
- 2 The Mayor and Councillors of the Town of Kirkland Lake are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Town of Kirkland Lake referred to in the preceding section.
- 3 The Mayor and the Clerk are hereby authorized to execute all documents necessary on behalf of the Council and to affix thereto the corporate seal of the Town of Kirkland Lake.
- 4 This by-law comes into force upon adoption by Council of the Town of Kirkland Lake.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11<sup>th</sup> DAY OF AUGUST, 2020.**

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Pat Kiely, Mayor

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Meagan Elliott, Clerk

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