



# AGENDA

Corporation of the Town of Kirkland Lake  
Regular Meeting of Council  
Council Chambers  
December 15, 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 December 15, 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 approve the minutes of the following meetings:*

- *Minutes of the Regular Meeting of Council held December 1, 2020*
- *Minutes of the Special Meeting of Council held December 8, 2020, and*

***THAT** Council accept the minutes from the following committee meetings:*

- *Minutes of the Police Services Board Meeting held September 21, 2020*
- *Minutes of the Kirkland Lake Public Library Board held September 22, 2020*
- *Minutes of the TPR Committee of Management Meeting held November 23, 2020*

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

6.1 **Structural Condition Assessment – Public Works Garage**  
**Richard McGee, Chief Administrative Officer**

***BE IT RESOLVED THAT** Report Number 2020-CAO-006 entitled “**Structural Condition Assessment – Public Works Garage**” be received, and*

***THAT** staff be directed to implement a plan to correct the deficiencies identified within the Structural Condition Assessment – Public Works Garage prepared by David Dia, P.Eng. from J.L. Richards & Associates Limited, and*

***THAT** the required funds to correct the deficiencies identified within the Structural Condition Assessment be included in the Proposed 2021 Capital Budget for consideration.*

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

6.2 Endorsement of Active School Travel Charter  
Bonnie Sackrider, Director of Community Services

**BE IT RESOLVED THAT** Report Number 2020-CS-010 entitled “**Endorsement of Active School Travel Charter**”, be received, and

**THAT** Council endorse the Timiskaming Active School Travel Charter in principle, without committing unbudgeted costs during construction and maintenance.

6.3 Amendment to FedNor Contract 851-511735  
Wilf Hass, Director of Economic Development

**BE IT RESOLVED THAT** Report Number 2020-DEV-0062 entitled “**Amendment to FedNor Contract 851-511735**” be received, and

**THAT** Council authorizes the Mayor and Clerk to sign Amendment Number 2 to Contract 851-511735, being an agreement for funding in support of the extension of municipal service adjacent to the Industrial Park.

6.4 Repeal By-law Number 20-089 – 3 McKelvie  
Jenna McNaughton, Planning Administrator/Recycling Coordinator/Data Manager

**BE IT RESOLVED THAT** Memo Number 2020-DEV-007M entitled “**Repeal By-law Number 20-089 - 3 McKelvie**” be received, and

**THAT** staff be directed to present a By-Law to repeal By-law Number 20-089.

6.5 Agreement with Electronic Products Recycling Association for the Collection of Used Electrical and Electronic Equipment  
Jenna McNaughton, Planning Administrator/Recycling Coordinator/Data Manager

**BE IT RESOLVED THAT** Report Number 2020-DEV-064 entitled “**Agreement with Electronic Products Recycling Association for the Collection of Used Electrical and Electronic Equipment**”, be received, and

**THAT** Council authorizes the execution of an agreement with Electronic Products Recycling Association registered as a Producer Responsibility Organization with the Resource Productivity & Recovery Authority.

6.6 Award of RFT-561-20 Animal Control Services  
Keith Gorman, Director of Corporate Services

**BE IT RESOLVED THAT** Report Number 2020-DEV-062 entitled “**Award of RFT-561-20 Animal Control Services**” be received,

**THAT** Council hereby awards the tender to Tracy Barbe for a total amount of \$354,195.00 + HST over a five-year period, and

**THAT** staff is hereby authorized to execute the necessary documents to complete the terms of RFT-561-20.

6.7 Ontario Regulation 284/09 - Public Sector Accounting Board (“PSAB”) Reconciliation  
Keith Gorman, Director of Corporate Services

**BE IT RESOLVED THAT** Report Number 2020-FIN-010 entitled “**Ontario Regulation 284/09 - Public Sector Accounting Board (“PSAB”) Reconciliation**” be received.

6.8 Customer Service, Enquiries and Complaints Policy & Communications  
Meagan Elliott, Clerk

**BE IT RESOLVED THAT** Memorandum Number 2020-CLK-008 entitled “**Customer Service, Enquiries and Complaints Policy & Communications Policy**” be received,

**THAT** the Customer Service, Enquiries and Complaints Policy and Communications Policy are hereby approved, and

**THAT** staff be directed to insert these policies into the Corporate Policy Manual.

6.9 Streamlining Committees  
Meagan Elliott, Clerk

**BE IT RESOLVED THAT** Report Number 2020-CLK-006 entitled “**Streamlining Committees**” be received,

**THAT** the Mayor will work with all members of Council for reappointing Councillors to Committees of Council as listed in Attachment 1 and report back with recommended appointments in January of 2021,

**THAT** the updated members of the public listed in Attachment 1 are hereby approved,

**THAT** the members of Council appointed to the external Committees listed in Attachment 2 are hereby approved,

**THAT** staff be directed to work with the respective committees for updating the Committee Terms of Reference, specifically the purpose and required number of members by utilizing the standardized template in Attachment 3,

**THAT** staff be directed to present a Committee Member Appointments Policy for Council approval and after its passing begin advertising for vacant committee member positions,

*THAT the Acting Mayor schedule in Attachment 4 be approved,*

*THAT Stacy Wight be appointed Alternate to the Mayor on the Municipal Emergency Control Group and Eugene Ivanov as Chair for Council Budget deliberations, and*

*THAT staff be directed to present a by-law to repeal By-law Number 19-113, being a By-Law to Name Members to Various Committees and as Acting Mayor.*

6.10 2021 Corporate Calendar  
Meagan Elliott, Clerk

***BE IT RESOLVED THAT*** Memorandum Number 2020-CLK-010 entitled “**2021 Corporate Calendar**” be received,

*THAT the Regular Meeting of Council dates presented on the Corporate Calendar in Attachment 1 are hereby approved, and*

*THAT committee dates and times are subject to change as communicated through the Clerk and do not require Council approval.*

7. **Consideration of Notices of Motion**

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

By-Law 20-095            Being a by-law to authorize the Mayor and Clerk to execute an agreement with Electronic Products Recycling Association for the Collection of used electrical and electronic equipment.

***BE IT RESOLVED THAT*** the following by-law 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;

***By-law Number 20-095, being a by-law to authorize the Mayor and Clerk to execute an agreement with Electronic Products Recycling Association for the Collection of used electrical and electronic equipment.***

By-Law 20-096            Being a by-law to repeal a by-law to sell certain town surplus land – 3 McKelvie Ave.

***BE IT RESOLVED THAT*** the following by-law 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;

***By-law Number 20-096, being a by-law to repeal a by-law to sell certain town surplus land – 3 McKelvie Ave.***

9. **Questions from Council to Staff**

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

11. **Councillor's Reports**

11.1 Councillor Updates

***BE IT RESOLVED THAT*** the verbal updates from members of Council be received.

12. **Additional Information**

12.1 Opioid Awareness

***BE IT RESOLVED THAT*** the letter from Josee Merrick for Opioid Awareness Day – August 31<sup>st</sup>, be received.

12.2 Correspondence from Bernadine Cozac

***BE IT RESOLVED THAT*** the letter dated December 3, 2020 from Bernadine Cozac be received.

13. **Closed Session**

***BE IT RESOLVED THAT*** Council move into a Closed Session pursuant to Section 239(2) to discuss 2 land disposition matters, 1 labour relations matter, 1 matter about identifiable individuals, and 1 matter that subject to solicitor-client privilege and potential litigation.

13.1 Minutes of the Closed Session of Council held December 1, 2020

13.2 Request to Purchase – Park Street  
Jenna McNaughton, Planning Administrator/Recycling Coordinator/Data Manager

13.3 Request to Purchase – Heritage North  
Richard Charbonneau, Acting Director of Development Services

13.4 Collective Bargaining - CUPE Local 26  
Kassandra Young, Human Resources Supervisor

13.5 Pay Equity  
Richard McGee, Chief Administrative Officer

13.6 Goodfish Road Maintenance  
Richard McGee, Chief Administrative Officer

**14. Matters from Closed Session**

**15. Confirmation By-Law**

By-law 20-097            Being a by-law to confirm the proceedings of Council at its meeting held December 15, 2020.

***BE IT RESOLVED THAT** the following by-law 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;*

***By-law Number 20-097, being a by-law to confirm the proceedings of Council at its meeting held December 15, 2020.***

**16. Adjournment**

***BE IT RESOLVED THAT** Council adjourn the December 15, 2020 Regular Meeting of Council.*



# MINUTES

Corporation of the Town of Kirkland Lake  
Regular Meeting of Council  
Council Chambers  
December 1, 2020  
4:40 p.m.

## Attendance

Mayor: Pat Kiely  
Councillors: Casey Owens \*left meeting at 5:52pm  
Stacy Wight  
Eugene Ivanov  
Rick Owen  
Lad Shaba  
Absent: Patrick Adams  
Staff: Chief Administrative Officer: Ric McGee  
Clerk: Meagan Elliott  
Director of Corporate Services: Keith Gorman  
Director of Development Services: Ashley Bilodeau  
Director of Community Services: Bonnie Sackrider  
Director of Public Works: Michel Riberdy  
Director of Care: Nancy Loach / Tanya Schumacher  
Fire Chief: Rob Adair  
Human Resources Supervisor: Kassandra Young  
Waste Management Manager: Richard Charbonneau

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

Mayor Pat Kiely requested a moment of silence.

### 2. Swearing In of Newly Appointed Councillor

Councillor Lad Shaba was sworn in by reading aloud the Declaration of Office.

### 3. 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 December 1, 2020 beginning at 4:40 p.m. be approved as circulated to all Members of Council.

**CARRIED**

**4. Declaration of Pecuniary Interest**

Mayor Pat Kiely requested those present to declare any pecuniary interest with matters appearing on the agenda. Councillor Stacy Wight declared a pecuniary interest on item 14.3 as her spouse has shown interest in the property for sale, Councillor Rick Owen declared a pecuniary interest on item 14.2 as his son is part of CUPE 26, Councillor Lad Shaba declared a pecuniary interest on item 14.2 as his daughter may be part of CUPE 26, and Councillor Eugene Ivanov declared a pecuniary interest on item 14.3 as he owns a rental facility.

**5. Petitions and Delegations**

5.1 WSCS – Service Delivery Review

*Councillor Casey Owens left Council Chambers at 5:41pm*

*Councillor Casey Owens returned to Council Chambers at 5:46pm*

*Councillor Casey Owens left the meeting at 5:52pm*

Moved by: Stacy Wight

Seconded by: Rick Owen

**BE IT RESOLVED THAT** the presentation from WSCS be received,  
**THAT** the recommendations presented be referred to staff for inclusion into the Town of Kirkland Lake Strategic Plan for 2021, and  
**THAT** an implementation plan be prepared as part of the 2021 work plan.

**CARRIED**

**6. Acceptance of Minutes and Recommendations**

Moved by: Lad Shaba

Seconded by: Stacy Wight

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

- Minutes of the Regular Meeting of Council held November 17, 2020, and

**THAT** Council accept the minutes from the following committee meetings:

- Minutes of the Museum Advisory Committee Meeting held October 28, 2020

**CARRIED**

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

7.1 Team Northern Throttle Drag Races – 2021 Season  
Richard Charbonneau, Waste Management Manager

Moved by: Rick Owen

Seconded by: Lad Shaba



**BE IT RESOLVED THAT** Report Number 2020-DEV-061 entitled “**Team Northern Throttle Drag Races – 2021 Season**”, be received,  
**THAT** Council approve the request from Team Northern Throttle to utilize the Goodfish snow dump to host two (2) snow drag events on the weekends of January 15<sup>th</sup> to 17<sup>th</sup>, 2021 inclusively and March 5<sup>th</sup> to 7<sup>th</sup>, 2021 inclusively, and  
**THAT** Council approve the request from Team Northern Throttle to utilize the Airport from June 23<sup>rd</sup> to 28<sup>th</sup>, 2021 inclusively.

**CARRIED**

7.2 Draft Consent Application No. 54-C-201411: Bodick, Lebel Township  
Ashley Bilodeau, Director of Development Services

Moved by: Stacy Wight

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** Report Number 2020-DEV-060 entitled “**Draft Consent Application No. 54-C-201411: Bodick, Lebel Township**”, be received,  
**THAT** staff be directed to respond to the Ministry of Municipal Affairs and Housing on behalf of the Town of Kirkland Lake to advise the Ministry that the Town opposes any new development in unorganized townships as it contravenes the PPS and until such time as the following recommendation is addressed:  
**THAT** the Province conduct a comprehensive review to determine whether development in the unorganized townships places an undue strain on public service facilities and infrastructure of surrounding municipalities, and  
**THAT** staff be directed to and provided with delegated authority to respond in the same manner on all future consent applications forwarded to the Town of Kirkland Lake for comment from the Ministry of Municipal Affairs and Housing, until such time as the Province has conducted a comprehensive review.

**CARRIED**

7.3 Request to Purchase – 3 McKelvie  
Ashley Bilodeau, Director of Development Services

Moved by: Eugene Ivanov

Seconded by: Rick Owen

**BE IT RESOLVED THAT** Report Number 2020-DEV-059 entitled “**Request to Purchase - 3 McKelvie Avenue**”, be received,  
**THAT** Council hereby approves the sale of 3 McKelvie Avenue to Jerome Maritim for a sale price of \$10,000, and  
**THAT** an authorizing By-law be presented to Council to permit the Town of Kirkland Lake to enter into an agreement of purchase and sale to sell 3 McKelvie Avenue to Jerome Maritim.

**CARRIED**

7.4 Request to Lease a Portion of Laneway Adjacent to 11 Dixon Avenue  
Ashley Bilodeau, Director of Development Services

Moved by: Stacy Wight

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** Report Number 2020-DEV-061 entitled “**Request to Lease a Portion of Laneway Adjacent to 11 Dixon Avenue**”, be received, and **THAT** Council authorize the Town of Kirkland Lake to enter into a lease agreement with the owners of 11 Dixon Avenue.

**CARRIED**

- 7.5 RFB-493-16 Construction Services for the Swastika Water Pollution Control Plant Decommissioning and Sewer System Connection to the Kirkland Lake Wastewater Treatment Plant  
Michel Riberdy, Director of Public Works

Moved by: Eugene Ivanov  
Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Report Number 2020-PW-010 entitled “**RFB-493-16 Construction Services for the Swastika Water Pollution Control Plant Decommissioning and Sewer System Connection to the Kirkland Lake Wastewater Treatment Plant**”, be received, **THAT** Council hereby cancels RFB-493-16 Construction Services for the Swastika Water Pollution Control Plant Decommissioning and Sewer System Connection to the Kirkland Lake Wastewater Treatment Plant Tender that closed on November 5, 2020, and **THAT** staff be directed to re-tender RFB-493-16 Construction Services for the Swastika Water Pollution Control Plant Decommissioning and Sewer System Connection to the Kirkland Lake Wastewater Treatment Plant after an engineering review.

**CARRIED**

- 7.6 Name of Community Complex  
Bonnie Sackrider, Director of Community Services

Moved by: Eugene Ivanov  
Seconded by: Lad Shaba

**BE IT RESOLVED THAT** Report Number 2020-CS-009 entitled “Name of Community Complex”, be received, **THAT** the Community Complex shall hereby, and from this point forward be officially recognized and referred to at all times as the “**Joe Mavrincac Community Complex**”, and **THAT** staff be directed to place \$20,000.00 in the 2021 Proposed Capital Budget for consideration during budget deliberations to procure and erect a new sign at the Joe Mavrincac Community Complex.

**CARRIED**

- 7.7 Community Grants Policy  
Bonnie Sackrider, Director of Community Services

Moved by: Rick Owen  
Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Memorandum Number 2020-CS-002 entitled “**Community Grants Policy**”, be received, **THAT** the Community Grants Policy is hereby approved, and

**THAT** staff be directed to insert the Community Grants Policy into the Corporate Policy Manual.

**CARRIED**

7.8 Flag, Banner and Announcements Protocols Policy  
Bonnie Sackrider, Director of Community Services

Moved by: Lad Shaba

Seconded by: Rick Owen

**BE IT RESOLVED THAT** Memorandum Number 2020-CS-001 entitled “**Flag, Banner and Announcements Protocols Policy**”, be received,

**THAT** the Flag, Banner and Announcements Protocols Policy is hereby approved, and

**THAT** staff be directed to insert the Flag, Banner and Announcements Protocols Policy into the Corporate Policy Manual.

**CARRIED**

7.9 Signing Authority Policy  
Keith Gorman, Director of Corporate Services

Moved by: Eugene Ivanov

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** Memorandum Number 2020-FIN-009 entitled “**Signing Authority Policy**”, be received,

**THAT** the amended Signing Authority Policy is hereby approved, and

**THAT** staff be directed to insert the updated Signing Authority Policy into the Corporate Policy Manual.

**CARRIED**

7.10 Supporting Bill 226 – The Broadband is an Essential Service Act  
Meagan Elliott, Clerk

Moved by: Stacy Wight

Seconded by: Rick Owen

**BE IT RESOLVED THAT** Memorandum Number 2020-CLK-009 entitled “**Supporting Bill 226 – The Broadband is an Essential Service Act**” be received,

**THAT** Council for the Corporation of the Town of Kirkland Lake supports Bill 226 - The Broadband is and Essential Service Act, and

**THAT** staff be directed to forward this motion of support to the Premier of Ontario, MPP John Vanthof and surrounding municipalities.

**CARRIED**

8. Consideration of Notices of Motion

None noted.

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

Moved by: Lad Shaba

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** the following by-law 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;

**By-law Number 20-089**, being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of 3 McKelvie Avenue to Jerome Maritim

**CARRIED**

Moved by: Stacy Wight

Seconded by: Rick Owen

**BE IT RESOLVED THAT** the following by-law 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;

**By-law Number 20-090**, being a by-law to repeal by-laws enacting policies

**CARRIED**

Moved by: Lad Shaba

Seconded by: Stacy Wight

**BE IT RESOLVED THAT** the following by-law 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;

**By-law Number 20-091**, being a by-law to authorize the Mayor and Clerk to execute an agreement with Call2Recycle Canada Inc. for the collection of used consumer-type portable batteries

**CARRIED**

Moved by: Stacy Wight

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** the following by-law 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;

**By-law Number 20-092**, being a by-law to authorize the Mayor and Clerk to execute documents related to a lease agreement with Michael and Glenna Johnston for a portion of laneway adjacent to 11 Dixon Avenue

**CARRIED**

**10. Questions from Council to Staff**

None noted.

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

None noted.

**12. Councillor's Reports**

12.1 Councillor Updates

Moved by: Rick Owen

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** the verbal updates from members of Council be received.

**CARRIED**

**13. Additional Information**

None noted.

**14. Closed Session**

Moved by: Eugene Ivanov

Seconded by: Lad Shaba

**BE IT RESOLVED THAT** Council move into a Closed Session pursuant to Section 239(2) to discuss 1 labour relation matter, 1 land disposition matter and 1 matter that involves the security of property, potential litigation, identifiable individuals, a position, plan or procedure to be applied to negotiations carried on behalf of the municipality, pending acquisition or disposition of land, and technical information supplied in confidence to the municipality.

**CARRIED**

*Council moved into Closed Session at 7:51pm*

14.1 Minutes of the Closed Session of Council held November 17, 2020

14.2 CUPE 26 Negotiations - Update  
Kassandra Young, Human Resources Supervisor

14.3 Request to Purchase – Heritage North  
Ashley Bilodeau, Director of Development Services

14.4 WSCS Service Delivery Review  
Ric McGee, CAO

*Council rose from Closed Session at 9:32pm*

**15. Matters from Closed Session**

None noted.

**16. Confirmation By-Law**

Moved by: Eugene Ivanov  
Seconded by: Stacy Wight

**BE IT RESOLVED THAT** the following by-law 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;

**By-law Number 20-093**, being a by-law to confirm the proceedings of Council at its meeting held December 1, 2020.

**CARRIED**

**17. Adjournment**

Moved by: Lad Shaba  
Seconded by: Rick Owen

**BE IT RESOLVED THAT** Council adjourn the December 1, 2020 Regular Meeting of Council.

**CARRIED**

*The meeting adjourned at: 9:34pm*

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Pat Kiely, Mayor

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Meagan Elliott, Clerk



# MINUTES

Corporation of the Town of Kirkland Lake  
Special Meeting of Council  
Electronically via Zoom  
December 8, 2020  
5:15 p.m.

## Attendance

Mayor: Pat Kiely  
Councillors: Casey Owens  
Stacy Wight  
Eugene Ivanov  
Rick Owen  
Lad Shaba  
Patrick Adams  
Staff: Clerk: Meagan Elliott

### 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: Stacy Wight

**BE IT RESOLVED THAT** the Agenda for the Special Meeting of Council held on December 8, 2020 beginning at 5:15 p.m. be approved as circulated to all Members of Council with the addition of item 14.2.

**CARRIED**

### 3. Declaration of Pecuniary Interest

Mayor Kiely requested those present to declare any pecuniary interests with matters appearing on the agenda. None noted.

### 4. Closed Session

Moved by: Lad Shaba

Seconded by: Patrick Adams

**BE IT RESOLVED THAT** Council move into a Closed Session pursuant to Section 239(2) to discuss 2 matters involving personal matters about an identifiable individual and advice that is subject to solicitor-client privilege.

**CARRIED**

*Council moved into Closed Session at 5:17pm*

4.1 Paul Cassan, Wishart Law

4.2 Pat Kiely, Mayor

*Council rose from Closed Session at 7:14pm*

5. **Matters from Closed Session**

None noted.

6. **Confirmation By-Law**

Moved by: Casey Owens

Seconded by: Eugene Ivanov

**BE IT RESOLVED THAT** the following by-law 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;

**By-law Number 20-094**, being a by-law to confirm the proceedings of Council at its meeting held December 8, 2020.

**CARRIED**

7. **Adjournment**

Moved by: Patrick Adams

Seconded by: Casey Owens

**BE IT RESOLVED THAT** Council adjourn the December 8, 2020 Special Meeting of Council.

*The meeting adjourned at: 7:16pm*

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Pat Kiely, Mayor

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Meagan Elliott, Clerk



## Attendance

Chair: Pat Kiely, Mayor  
OPP: Rick Foley  
Ryan Dougan  
Members: Rick Owen, Councillor  
Emile Boulley  
Meghan Howe, Provincial Rep – Expired  
Ted Assad, Provincial Rep – Expired  
Secretary: Meagan Elliott, Clerk

### 1. Call to Order

Chair Pat Kiely called the meeting to order.

### 2. Approval of the Agenda

Moved by: Rick Owen  
Seconded by: Emile Boulley

**BE IT RESOLVED THAT** the Agenda for the Police Services Board Meeting held on September 21, 2020 beginning at 4:30 p.m. be approved as circulated to all Board Members.

**CARRIED**

### 3. Declaration of Pecuniary Interest

None noted.

### 4. Petitions and Delegations

None noted.

### 5. Acceptance of Minutes and Recommendations

Moved by: Emile Boulley  
Seconded by: Rick Owen

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

- Minutes of the Police Services Board held February 24, 2020

**CARRIED**

**6. Items for Discussion**

6.1 Introduction of Staff Sergeant, Rick Foley

Moved by: Rick Owen

Seconded by: Emile Boulley

**BE IT RESOLVED THAT** verbal introduction of Rick Foley be received.

**CARRIED**

6.2 2019 SIU Annual Report

Moved by: Emile Boulley

Seconded by: Rick Owen

**BE IT RESOLVED THAT** the 2019 SIU Annual Report be received.

**CARRIED**

6.3 2020 Q1&Q2 Report

Moved by: Rick Owen

Seconded by: Emile Boulley

**BE IT RESOLVED THAT** the 2020 Q1 & Q2 Reports be received.

**CARRIED**

6.4 Message from Commissioner Carrique

Moved by: Emile Boulley

Seconded by: Rick Owen

**BE IT RESOLVED THAT** the message from Commissioner Carrique be received.

**CARRIED**

6.5 Opioid and Mental Health Initiative Update

Moved by: Rick Owen

Seconded by: Emile Boulley

**BE IT RESOLVED THAT** the verbal update on the Opioid and Mental Health Initiative be received.

**CARRIED**

6.6 Revenue Distribution Processes Change

Moved by: Emile Boulley

Seconded by: Rick Owen

**BE IT RESOLVED THAT** the Revenue Distribution Processes Change correspondence be received.

**CARRIED**

6.7 Community Safety and Policing (CSP) Grant – Call for applications

Moved by: Rick Owen

Seconded by: Emile Boulley

**BE IT RESOLVED THAT** the Community Safety and Policing (CSP) Grant – Call for applications be received.

**CARRIED**

6.8 Speeding on Main Street

Moved by: Emile Boulley

Seconded by: Rick Owen

**BE IT RESOLVED THAT** the verbal discussion of Speeding on Main Street be received, **THAT** OPP will monitor traffic and report back to the Police Services Board, and **THAT** the Police Services Board recommends to Council to assess if there is a need to keep Main Street deemed a Community Safety Zone.

**CARRIED**

6.9 Changes to Off-Road Vehicle By-Law

Moved by: Rick Owen

Seconded by: Emile Boulley

**BE IT RESOLVED THAT** correspondence relating to the Changes to Off-Road Vehicle By-Law be received, and **THAT** the Police Services Board recommends to Council to opt-out of the additional recreational vehicles permitted from the July 2020 changes.

**CARRIED**

6.10 Protester Rights / Charges

Moved by: Emile Boulley

Seconded by: Rick Owen

**BE IT RESOLVED THAT** the Protester Rights / Charges correspondence be received.

**CARRIED**

6.11 Provincial Member Appointments

Moved by: Rick Owen

Seconded by: Emile Boulley

**BE IT RESOLVED THAT** the verbal update on Provincial Member Appointments be received.

**CARRIED**

7. **Additional Information**

None noted.

8. **Adjournment**

Moved by: Emile Boulley  
Seconded by: Rick Owen

**BE IT RESOLVED THAT** Members adjourn the September 21, 2020 Police Services Board Meeting.

*The meeting adjourned at: 6:18pm*



Pat Kiely, Chair



Meagan Elliott, Secretary



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## KIRKLAND LAKE PUBLIC LIBRARY BOARD

Minutes of the Thursday, October 22, 2020 regular meeting

1. **Call to order:**

Acting Board Chairperson Mrs. Shirley Scott called the regular meeting to order at 5:00p.m.

2. **Attendance:**

Present: Mrs. S. Scott, Mrs. S. Orr, Ms. J. Johnson, Ms. S. Wight and Mr. B. Antonescu.

Regrets: Mrs. H. Miller

Staff: Cheryl Lafreniere, CEO/Librarian

3. **Adoption of the Agenda:**

The Kirkland Lake Public Library Board approves the agenda for Thursday, October, 22 2020 as amended.

Moved by: Ms. S. Wight

Seconded by: Mrs. S. Orr

Carried.

Additions to the agenda:

Correspondence

6.4 – FOPL Membership renewal

6.5 – Thank card

4. **Adoption of the Minutes:**

**Motion # 2020 – 20:** The Kirkland Lake Public Library Board minutes of Thursday, September 17, 2020 regular meeting as presented.

Moved by: Ms. J. Johnson

Seconded by: Mrs. S. Orr

Carried

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

There was no discussion with regard to the minutes of September 17, 2020.

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

**Motion # 2020 – 21:** After reviewing the Council Board Report (bills paid), the Kirkland Lake Public Library Board approves the bills and accounts as presented.

Moved by: Ms. J. Johnson

Seconded by: Mrs. S. Orr.

Carried.

**7. Correspondence:**

a. From: LSC: Letter reporting on their progress since the reopening in August.

b. From: SOLS – OLSN: Letter reporting on the amalgamation of both Library Services.

c. From: SOLS – OLSN: Request to join a webinar which will explain how the amalgamation will move forward.

d. From: FOPL: Membership renewal.

**Motion # 2020 – 22:** The Kirkland Lake Public Library Board approves the membership renewal to the Federation of Ontario Public Libraries in the of \$100.00 for the year.

Moved by: Ms. J. Johnson

Seconded by: Ms. S. Wight.

Carried.

e. From: The Segura Family: Mrs. Segura thanked the children's librarian for wonderful bag of Thanksgiving books and crafts.

- All Correspondence has been on file.

**8. Financial Reports:**

a. Royal Bank Statement: Mrs. Scott reported on the status of the Teck Centennial Public Library bank account for the period of August 25, 2020 to September 25, 2020.

b. Royal Bank Statement: Mrs. Scott reported on the status of the Kirkland Lake Public Library Board account for the period of August 31, 2020 to September 30, 2020.

- c. Manulife Investment: A statement is not available at this time.  
C. Lafreniere was asked to contact Mr. N. Guimond regarding the investment.

## 9. **Committee Reports:**

- a. Policy review and updates: Nothing to report at this time.
- b. Personnel: Nothing to report at this time.
- c. Property: Nothing to report at this time.

## 10. **Librarian's Report:**

### Highlights:

#### Building:

- The custodian did a fall cleanup of the Library grounds. He removed dead and fallen trees, cut several branches from the trees, moved the concrete pavers to the back of the building, and cleaned up all the garbage from the grounds.
- During one of our many rainstorms, I noticed it leaking in the children's entrance. Dan Thomas, Municipal Maintenance Coordinator has been contacted.

#### Business:

- This past month we have all been busy checking in and checking out items as well providing curbside pick up for those who request it. In addition to books, DVDs and audio books, we have also provided, photocopies, faxes, and laminating services when needed.
- Storytime will continue each Saturday. Staff will read a story and sing songs while being recorded. The story will then be uploaded to our social media pages and website.
- All staff participated in our monthly Safety Talks, this month topic was Impairment in the workplace.
- During the month of September, over 170 items have been catalogued, processed and added to our collection.

#### Just the facts:

- We added 11 new memberships in September.
- We checked out 1468 items and reserved 60 items for patrons.
- 371 eBooks, 91 Audiobooks and 13 advantage books from overdrive were checked in September
- Over 687 people walked through our doors during the month.
- We sent out 42 craft kits with each children's checkout.
- Our two available public computers were accessed 79 times.

**11. Strategic Plan:****a. Operating Hours:** Strategic Plan – Priority 3:

CEO provided the Board with several operating hour scenarios. After some discussion, it was decided the library hours will remain as is.

**12. Friends of the Library Report:**

Due to COVID-19, the Friends group has not had a meeting since March 2020.

**13. Unfinished Business:**

There was no unfinished business to discuss.

**14. New Business:****a. Children's Department:** CEO recommended to the Board that it was time to open the Children's Department to the public with specific guidelines. It was decided the hours of operation for the children's department will be as follows: 10:00am to 2:00pm then 5:00pm to 7:00pm.**b. Holiday Hours:**

**Motion # 2020 – 23:** The Kirkland Lake Public Library Board approves the following holiday hours: the library will be closed on December 24, 25, 26, 31, 2020 and January 1 and 2<sup>nd</sup> 2021.

Moved by: Ms. S. Wight

Seconded by: Mr. B. Antonescu

Carried.

**c. Election of Officers:** Deferred until December's meeting.**d. Committee Agenda / Minutes:** The CEO notified the Board about a new format the Municipality will be launching in the near future regarding the way they would like agendas and minutes to be outlined. After some discussion, the board will defer this issue until the November meeting.**15. Date of next meeting:**

The next regular scheduled meeting of the Kirkland Lake Public Library Board will take place on Thursday, November 19, 2020 at 5:00pm in the meeting room.

**16. Adjournment:**

**Motion to Adjourn:** Motion to adjourn by Mr. B. Antonescu.

**Meeting adjourned at:** 6:00p.m.



Shirley Scott

Acting Board Chair, Mrs. S. Scott

C. Lafreniere

Secretary to the Board, Ms. C. Lafreniere

Date: NOV. 19, 2020

# Teck Pioneer Residence

## *Committee of Management*

### *Open Meeting August 25, 2020 1500 Minutes*

**Present:** Nancy Loach-Fougere – Administrator/DOC  
Casey Owens –Councilor  
Rick Owen, Councilor  
Eugene Ivanov- Councilor

**Regrets:** Connie Wilberforce, Community Representative

**1.0 DECLARATIONS OF PECUNIARY INTERESTS**

None declared

**2.0 MINUTES OF THE PREVIOUS MEETING HELD May 28, 2020**

Minutes be approved as presented  
Moved by R. Owen, Seconded by, E. Ivanov

**CARRIED.....**

**3.0 FINANCIAL SUMMARY FOR THE MONTHS OF May, June and July 2020 be approved:**

Moved by E. Ivanov, seconded b R. Owen, “that the financial summary for the months of May, June and July 2020” be approved

**CARRIED.....**

**4.0 ACCOUNTS PAYABLE FOR THE PERIOD OF February, March and April 2020 be approved:**

Moved by R. Owen, seconded by E. Ivanov “that accounts payable for May, June and July 2020 in the amounts of \$48,144.68, \$118,504.52 and \$123,122.11” be approved

**CARRIED.....**

**Minutes Aug. 25, 2020  
Open Meeting  
Committee of Management**

**5.0 APPROVAL OF ADMINISTRATOR'S REPORT May to July 2020 be approved as presented:**

Moved by E. Ivanov, seconded by R. Owen, "that the Administrator's Report for May to July 2020 be approved as presented".

**CARRIED.....**

**6.0 ADJOURNMENT.....**

Moved by R. Owen, seconded by E. Ivanov, "that the Open Meeting of the Committee of Management be adjourned @15:07"

**CARRIED.....**

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

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

## REPORT TO COUNCIL

Meeting Date: 12/15/2020	Report Number: 2020-CAO-006
Presented by: Richard McGee	Department: Administration

### REPORT TITLE

Structural Condition Assessment – Public Works Garage

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-CAO-006 entitled “**Structural Condition Assessment – Public Works Garage**”, be received, and

**THAT** staff be directed to implement a plan to correct the deficiencies identified within the Structural Condition Assessment – Public Works Garage prepared by David Dia, P.Eng. from J.L. Richards & Associates Limited, and

**THAT** the required funds to correct the deficiencies identified within the Structural Condition Assessment be included in the Proposed 2021 Capital Budget for consideration.

### BACKGROUND

As part of the Service Delivery Review completed by WSCS Consulting, concerns were raised with the structural integrity of the Public Works Garage. Those concerns were brought to the attention of Management and a Professional Engineer was engaged immediately to conduct a structural condition assessment of the Public Works Garage. The Structural Condition Assessment prepared by David Dia, P.Eng. is attached to this report as Attachment 1. This report is presented to Council to ensure the deficiencies identified in the Structural Condition Assessment are corrected in a timely and expedient fashion.

### RATIONALE

The history of the Public Works Garage and the structural adequacy of the asset date back to 2014 / 2015 when consideration was given to installing a new roof on the existing

garage and the evaluation of the existing structure and its' ability to support a new roof structure. Concerns were identified with the ability of the existing structure to support a new roof structure. This scenario then transformed to replace the Public Works Depot without detailed analysis of the costs to do so, including the retirement of the existing facility.

Monies intended for repairs to the existing infrastructure were redirected toward constructing a new Public Works Complex while the existing roof was allowing the infiltration of storm water / snow melt. A new site was approved by Council on Archer Drive to facilitate the construction of a new Public Works Complex / Fire Hall. Kirkland Lake should consider taking a more strategic approach to major infrastructure ventures such as this, including complete cost analysis for all aspects of the project, including the decommissioning/dismissal of existing infrastructure and the analysis of comprehensively maintaining infrastructure. With roof failures becoming common place in Northern Ontario such as Elliot Lake and the former Sewage Treatment Plant roof in Kirkland Lake, more scrutiny and attention must be placed on maintaining infrastructure to protect the life of the asset and the lives of those working in, and attending to business within Municipal facilities. The 2023 deadline for Municipal facilities should accomplish this objective along with renewed diligence by Council and staff relating to infrastructure renewal and protection.

**OTHER ALTERNATIVES CONSIDERED**

No other alternatives are recommended. The Town of Kirkland Lake should place this matter as a high priority.

**FINANCIAL CONSIDERATIONS**

The financial implications of the proposed recommendations will be refined and included in the Proposed 2021 Capital Budget for Council's consideration.

**RELATIONSHIP TO STRATEGIC PRIORITIES**

The proposed recommendations support Council's Strategic Priority to:  
Achieve Sustainable Operational Excellence; specifically focused on:  
Better Management of Capital Assets.

**ACCESSIBILITY CONSIDERATIONS**

Not applicable.

## **CONSULTATIONS**

David Dia, P.Eng. – J.L. Richard & Associates Limited  
Keith Gorman, Director of Corporate Services  
Michel Riberdy, Director of Public Works

## **ATTACHMENTS**

Attachment 1 – Structural Condition Assessment – Public Works Garage

# **Structural Condition Assessment**

## **Town of Kirkland Lake Public Works Garage**



**Structural Condition Assessment  
Town of Kirkland Lake Public Works Garage**

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**Table of Contents**

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1.0 Introduction.....1  
2.0 Scope of Work and Limitations of Review .....1  
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3.0 Observations .....2  
4.0 Conclusion/Recommendations .....3  
5.0 Basis of Use and Reliance .....4

**List of Appendices**

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- Appendix A Photos
- Appendix B Sketch SK-1



# Structural Condition Assessment

## Town of Kirkland Lake Public Works Garage

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### 1.0 Introduction

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The Town of Kirkland Lake (TKL) has mandated J.L. Richards & Associates Limited (JLR) to perform a structural condition assessment of the Public Works Garage located at 1 Dunfield Road, Kirkland Lake, Ontario.

TKL has concerns of the adequacy and safety of the existing steel roof structure. The building of concern is a single storey rigid framed Butler pre-engineered and insulated superstructure on a concrete foundation, with concrete slab on grade floor. The building was believed to be erected around 1926 and currently serves as a Public Works heated garage for the TKL. Since the construction of the building, it has sustained localized water infiltration through the metal deck roofing and insulation, which has raised concerns with regards to the structural integrity of the roof structure. The garage is mainly used to park heavy equipment and maintenance hardware. Due to the age of the structure, and apparent leakage issues, TKL would like to verify whether there is urgent structural concern of the building steel elements and if regular service use can continue.

On December 1, 2020, David Dia, Senior Structural Engineer, and Emmanuel Alkhoury, Structural EIT of JLR visited the site. They were accompanied during the review by Don Robin, TKL Public Works site representative.

### 2.0 Scope of Work and Limitations of Review

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This structural condition assessment report identifies structural deficiencies that can be visually observed such as steel corrosion, section loss, paint flaking, apparent overstress, deformation, deterioration, and visually exposed concrete surfaces where deficiencies such as delamination, deterioration, spalling, cracking, honeycombing, and general erosion are noticeable. The severity of each deficiency will be rated in accordance with the Ontario Structure Inspection Manual (OSIM). Although the OSIM manual is typically used for bridge inspections, it can be used as a general guideline for assessing the severity of visually identified structural element deficiencies.

#### 2.1 Methodology

During the review, accessible elements that appear to have severe subsurface defects are hammer sound tested by striking with a light hammer. This method can be applied to both concrete and steel elements. JLR did not perform any destructive or non-destructive testing.

Not all areas of the substructure and superstructure have been observed since some areas are not readily visible/accessible during the review. Visible portions of the concrete foundation, steel framing, and metal roof decking are presumed to represent the overall quality of the structure. The only area reviewed during the time of the site visit was the Garage Addition as outlined on SK-1, as other areas were deemed by TKL to have no current concerns.

# Structural Condition Assessment

## Town of Kirkland Lake Public Works Garage

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### 3.0 Observations

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At the time of the site visit, the weather was cloudy, and the outside temperature was at around minus 8 degrees Celsius.

The following observations were made by the reviewers (refer to appendix A for reference photos):

1. The building in question is a Butler single-storey rigid framed steel pre-engineered superstructure, with unfinished concrete slab on grade floor, rigid framed, metal wall cladding on horizontal and vertical wall girts, and insulated metal deck roofing on roof purlins (refer to photo 1). The building footprint is roughly 30 meters by 22 meters (refer to Appendix B for reference sketch SK-1).
2. There is isolated severe spalling at top of exterior concrete foundation wall at the north-east building corner (refer to photo 2). The spalling is likely due to ongoing deterioration, or impact damage. The spalled concrete should be repaired to avoid further wall rebar deterioration.
3. There are scattered locations of moderate to severe corrosion at the bases of some exterior wall framing columns (refer to photo 3). The corroded bases are likely a result of prolonged moisture exposure. The north east corner column should be repaired in the medium term to avoid further deterioration that could lead to exterior wall corner deformation.
4. There is one roof Z-purlin with localized severely corroded section where the top flange has separated from the vertical web (refer to photo 5). JLR hammer tested the Z-purlin and noticed the separation. The roof purlin should be reinforced in the short term to reduce potential member deformation or distress. In addition, JLR recommends further test of all roof purlins to verify if any severe loss of material have occurred elsewhere. The corrosion was likely induced by prolonged exposure to moisture condensation due to loose cladding.
5. There are two isolated severely deformed roof bracing struts (refer to photo 4). Discussion on site with TKL inferred that the struts were likely damaged by impact from equipment boom. The deformed bracing struts appeared weakened and should be replaced in kind.
6. There are two locations where the base of rigid frame column base plate and anchor bolts sustained severe material loss from corrosion (refer to photo 6). The corrosion are likely induced by prolonged exposure to moisture. The bolts and plates should be abrasive cleaned and coated with a zinc rich primer to reduce further deterioration.
7. There are scattered locations of torn or loose roof insulation and moisture infiltration (refer to photo 7). JLR was advised by TKL on site that due to 4 space heaters that hang from the roof structure, there is minimal snow accumulation during winter months. The damaged and torn roof insulation should be repaired to avoid condensation and further damage to the roof framing elements.
8. The exposed underside of roof deck appeared to be generally in fair condition. See photo 8.

# Structural Condition Assessment

## Town of Kirkland Lake Public Works Garage

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9. The repair done on the rigid frame beam bottom flange coupon test area has incomplete joint penetration weld. The welded area should be repaired and coated with zinc rich primer. See photo 9.
10. The repair done on the south wall girt flange coupon test area has incomplete joint penetration weld. See photo 10. The welded area should be repaired and coated with zinc rich primer.

### 4.0 Conclusion/Recommendations

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In general, the garage steel framed structure appeared to be in fair condition. There are no indications of immediate danger of structural failure. Presently, the structure appeared in serviceable condition and is considered safe for its intended function. However, there are structural deficiencies that require action in a timely manner. Refer to the attached sketch.

The following actions are recommended:

#### Short term action:

1. Provide reinforcement to the damaged roof purlin, identified as No. 6 member from the east wall. This action must be done as soon as possible.

#### Medium term action:

1. Perform further inspection and testing of every roof Z-purlin to identify any hidden severe loss of material from corrosion.
2. Repair the corroded wall framing column base on the northeast corner.
3. Clean and paint corroded base plates and anchor bolts on two rigid frames on the east wall.
4. Clean and paint corroded wall framing column bases on the south and north walls.
5. Repair the concrete wall spalling on the north east corner.
6. Repair the welded coupon test areas on the rigid frame beam and south wall girt.

We recommend all medium-term actions be completed by December 2021.

#### Long Term action:

1. Repair the loose roof insulation to prevent condensation and moisture ingress.
2. Repair the building envelope to prevent further ingress of moisture.

We recommend all long-term actions be completed by December 2023.

# Structural Condition Assessment Town of Kirkland Lake Public Works Garage

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We strongly suggest that the proposed actions above be undertaken under the direction of a qualified Structural Engineer.

## 5.0 Basis of Use and Reliance

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This report has been prepared for the exclusive use of The Town of Kirkland Lake, for the stated purpose, for the named facility. Its discussions and conclusions are summary in nature and cannot be properly used, interpreted or extended to other purposes without a detailed understanding and discussions with the client as to its mandated purpose, scope and limitations. This report was prepared for the sole benefit and use of The Town of Kirkland Lake and may not be used or relied on by any other party without the express written consent of J.L. Richards & Associates Limited.

This report is copyright protected and may not be reproduced or used, other than by The Town of Kirkland Lake for the stated purpose, without the express written consent of J.L. Richards & Associates Limited.

J.L. RICHARDS & ASSOCIATES LIMITED

Prepared by:

Reviewed by:



Emmanuel Alkhoury, EIT.  
Structural Engineering Intern



David Dia, P.Eng.  
Senior Structural Engineer

**Structural Condition Assessment  
Town of Kirkland Lake Public Works Garage**

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**Appendix A**

Photos

**29922 Town of Kirkland Lake Publics Works Building Structural Condition Assessment  
Appendix A – Photos**



**Photo 1: Public Works Garage located at 1 Dunfield Road, Kirkland Lake, Ontario.**



**Photo 2: Isolated severe concrete foundation spalling at North-East building corner next to truck door.**



29922 Town of Kirkland Lake Publics Works Building Structural Condition Assessment  
Appendix A – Photos



Photo 3: Localized severe section loss due to corrosion of bottom of exterior north wall framing end column.



Photo 4: Localized section of severely corroded roof Z-purlin at interface of top flange and web  
View looking up.

29922 Town of Kirkland Lake Publics Works Building Structural Condition Assessment  
Appendix A – Photos



Photo 5: One of two diagonal roof strut with marked impact damage deformation.



Photo 6: One of two Severely corroded rigid frame column base plate and anchor bolts along east wall



29922 Town of Kirkland Lake Publics Works Building Structural Condition Assessment  
Appendix A – Photos



Photo 7: Scattered locations of loose roof insulation.



Photo 8: Underside of roof galvanized deck appeared generally in fair condition.

29922 Town of Kirkland Lake Publics Works Building Structural Condition Assessment  
Appendix A – Photos



**Photo 9: Coupon repair at rigid frame with incomplete joint penetration weld and requires coating with zinc rich primer.**



**Photo 10: Coupon repair at wall girt with incomplete joint penetration weld and requires coating with zinc rich primer.**

**Structural Condition Assessment  
Town of Kirkland Lake Public Works Garage**

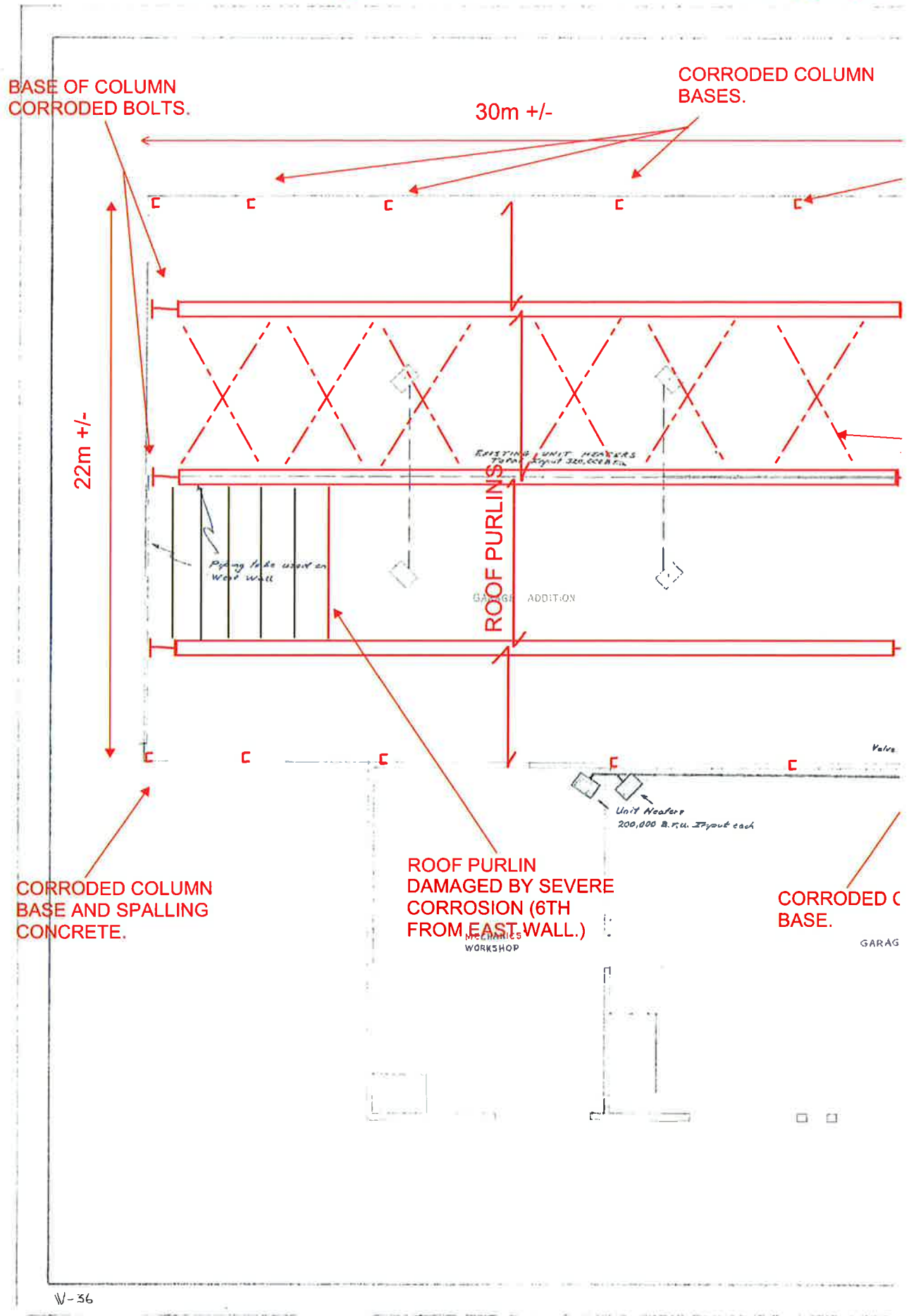
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**Appendix B**

Sketch SK-1

# SK-1 PUBLIC WORKS GARAGE BUILD





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

**Ottawa**

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Kingston ON Canada  
K7L 5N4  
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[kingston@jlrichards.ca](mailto:kingston@jlrichards.ca)

**Sudbury**

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Tel: 705 522-8174

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N1H 7Y6  
Tel: 519 763-0713

[guelph@jlrichards.ca](mailto:guelph@jlrichards.ca)







## REPORT TO COUNCIL

Meeting Date: 12/15/2020

Report Number: 2020-CS-010

Presented by: Bonnie Sackrider

Department: Community Services

### REPORT TITLE

Endorsement of Active School Travel Charter

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-CS-010 entitled “**Endorsement of Active School Travel Charter**”, be received, and

**THAT** Council endorse the Timiskaming Active School Travel Charter in principle, without committing unbudgeted costs during construction and maintenance.

### BACKGROUND

On November 3, 2020, Crystal Gorman from the Timiskaming Health Unit delegated to Council on the Timiskaming Active School Travel Charter.

Attachment 1 – The Timiskaming Active School Travel Charter Presentation

Following the presentation, Council received the report with the resolution listed below.

**BE IT RESOLVED THAT** the delegation by Crystal Gorman from the Health Unit be received.

**CARRIED**

### RATIONALE

Staff have reviewed the Charter and fully support the premise of fostering a culture of active and sustainable travel for the school journey due to the identified benefits of

healthier children, less traffic and pollution, safer school zones and better academic performance.

Although a true active school travel friendly community is the goal by all parties, there would be financial implications if all aspects of the charter are followed, such as:

*Street Design – maintain active school travel routes on a year round basis where the demand warrants it*

*Design of New Streets – include integration of active travel facilities for pedestrians, cyclists, and public transit*

The Charter endorsement itself recognizes that the Charter has no legal status, therefore the Municipality cannot be held responsible for achieving the goals of the charter, if the budget does not allow it.

#### Attachment 2 - Endorsement

The Charter is to be appreciated as a guiding principle to ensure all partners view increasing active transportation as the ultimate goal by reducing barriers within their means.

### **OTHER ALTERNATIVES CONSIDERED**

Council may decide not to endorse the charter.

### **FINANCIAL CONSIDERATIONS**

There are no financial considerations to endorsing the Charter. All financial considerations for the maintenance and construction of infrastructure would be considered during the budgeting process.

### **RELATIONSHIP TO STRATEGIC PRIORITIES**

Active School Travel will improve the health of our residents, found in the pillar of Outstanding Service.

### **ACCESSIBILITY CONSIDERATIONS**

Universal Design is a priority in all upgrades and construction projects.

## **CONSULTATIONS**

Crystal Gorman, Public Health Promoter, Timiskaming Health Unit  
Ericka Aelterman, AST Project Lead, Timiskaming Health Unit  
Michel Riberdy – Director of Public Works  
Ashley Bilodeau – Director of Development Services  
Richard McGee – Chief Administrative Officer

## **ATTACHMENTS**

Attachment 1 – Active School Travel Charter Presentation  
Attachment 2 - Endorsement



# The Timiskaming Active School Travel Charter

November 3 2020

Crystal Gorman

On behalf of the Regional AST Steering Committee



# Overview

- AST project update
- Benefits of AST
- Charter
- Municipal alignment
- Collaborative implementation

## TIMISKAMING ACTIVE SCHOOL TRAVEL CHARTER

This charter represents a long-term commitment to fostering a culture of active sustainable travel where we live, learn, work, and play. Active School Travel (AST) refers to any form of human-powered transportation such as walking, wheeling, or using mobility assistive devices for the school journey. This charter upholds the principle that environments where active transportation is supported by the school and local partners promotes community safety and accessibility for all, regardless of age, ability or income.

**I/We recognize the benefits associated with AST:**



HEALTHIER CHILDREN



LESS TRAFFIC & POLLUTION



SAFER SCHOOL ZONES



BETTER ACADEMIC PERFORMANCE

**I/We support AST through commitment to the following principles:**



### WALKING & CYCLING CULTURE

Fostering an active community culture is essential to increasing the number of active trips.



# The Timiskaming Active School Travel Project





HEALTHIER CHILDREN



LESS TRAFFIC & POLLUTION



SAFER SCHOOL ZONES



BETTER ACADEMIC  
PERFORMANCE



# ACTIVE SCHOOL TRAVEL CHARTER

This charter represents a long-term commitment to fostering a culture of active and sustainable travel where we live, learn, work, and play. Active School Travel (AST) refers to any form of human-powered transportation such as walking, wheeling, or using mobility assistive devices for the school journey. This charter upholds the principle that environments where active transportation is supported by the school and local partners promotes community safety and accessibility for all, regardless of age, ability or income.

## **I/We recognize the benefits associated with AST:**



HEALTHIER CHILDREN



LESS TRAFFIC &  
POLLUTION



SAFER SCHOOL ZONES



BETTER ACADEMIC  
PERFORMANCE

## **I/We support AST through commitment to the following principles:**



## WALKING & CYCLING CULTURE

Fostering an active community culture is essential to increasing the number of active trips.

- **Support the development and implementation of School Travel Plans for all schools**
- **Whenever possible, develop infrastructure and policies that support active transportation**

# PARTNERSHIP, COLLABORATION & SHARED RESPONSIBILITY

Encouraging AST requires an ongoing interdisciplinary and collaborative approach between schools, communities, and government agencies.



- **Identify and eliminate barriers to using active transportation for the school journey**
- **Act as a proponent for resources and investments to build active and healthy communities**



## STREET DESIGN FOR COMFORT, CONVIENIENCE, & SAFETY FOR ALL

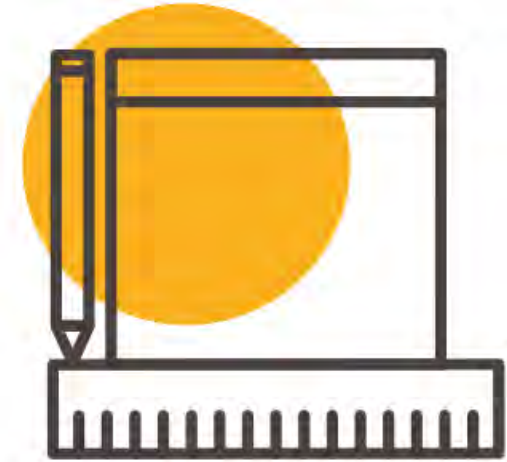
The design of new streets or redevelopment of existing streets should include the integration of active travel facilities for pedestrians, cyclists, and public transit.

- **Conduct neighbourhood walkabout audits and traffic studies to support improved walkability and bikeability.**
- **Maintain active school travel routes on a year-round basis and where demand warrants.**



## SUPPORTIVE LAND USE & SITE PLANNING

Plan, encourage, and facilitate the integration of active transportation systems in communities, including existing and future schools.



- **When planning school site or neighbourhood developments, consult best practices and consider how walking, cycling and public transit use can be maximized.**



## Winter Maintenance Manual



### **AGING WELL IN K.L.**

*Making Kirkland Lake an Age-Friendly Community*

# OFFICIAL PLAN

A 20-year Plan for the Town of Kirkland Lake – Came into effect on May 5th, 2016

# Collaborative implementation







Good for  
everyone





# Questions?

## Contact:

Erika Aelterman, AST Project Lead

705-647-4305 x 2253

[aeltermane@timiskaminghu.com](mailto:aeltermane@timiskaminghu.com)



# TIMISKAMING ACTIVE SCHOOL TRAVEL CHARTER

## Endorsement

In signing this document, I/we are committed to working alongside our community partners to uphold the principles outlined in the Timiskaming Active School Travel Charter.

As a statement of principles to encourage student active travel and safer school zones, the Charter has no legal status. Rather, it serves to guide school staff, students, parents, community partners and all AST Steering Committee members to consider how activities and decisions can encourage or impact active transportation.

On behalf of \_\_\_\_\_, I endorse the Timiskaming  
(Organization)  
Active School Travel Charter.

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

Position: \_\_\_\_\_

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

*When it comes to making sure students are able to get to school safely and enjoy the benefits of active travel, we all have an important role to play!*



# REPORT TO COUNCIL

Meeting Date: 12/15/2020	Report Number: 2020-DEV-067
Presented by: W. Hass	Department: Development

## REPORT TITLE

Amendment to FedNor Contract 851-511735

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-0062 entitled “**Amendment to FedNor Contract 851-511735**” be received, and

**THAT** Council authorizes the Mayor and Clerk to sign Amendment Number 2 to Contract 851-511735, being an agreement for funding in support of the extension of municipal service adjacent to the Industrial Park.

## BACKGROUND

In 2018, Kirkland Lake applied for FedNor funding to support the extension of municipal services required as a result of Kirkland Lake Gold’s expansion of operations at the Macassa Mine site. The funding application was approved and an agreement was authorized by Council under Bylaw 19-033. Under the Agreement, FedNor committed to a total contribution of \$1,052,781, or 45% of eligible costs incurred to a maximum project budget of \$2,339,514. Subsequent to that agreement, the municipality secured funding from the Province totalling \$697,185. The difference in funding reflects the fact that during the Provincial application process, the mine was able to confirm that the ‘jack and bore’ crossing of Highway 11 was feasible, resulting in approximately \$790,000 in savings to the construction, engineering and permitting costs. All remaining project costs are the responsibility of the municipality and Kirkland Lake Gold (under the town’s Lot Servicing, Land Development and Disposition Policy [Bylaw Number 12-020], users are responsible for the cost of extending municipal services to their property line).

KLG’s original projections indicated that the project would be completed by June 30 2020. Delays in securing Provincial funding approval and KLG’s difficulty in estimating needed capacity led to FedNor Amendment 1 (March 2020 - Bylaw 20-032), approving

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a project extension to December 31, 2021. Subsequent delays brought on by the COVID-19 Pandemic and continuing challenges faced by KLG resulted in Amendment Number 2, requesting an extension to October 31, 2022. The proposed Amendment to the Agreement approves the October 31, 2022 in the Amended Agreement.

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

The original funding applications were based on the recognition that the increased demand for services by KLG, especially for water, would challenge the system's ability to provide sufficient pressure and volumes in the west end of the service area. This is especially concerning in the event of an emergency (i.e. fire at the mine).

In October, the Town released a Tender for engineering design and contract administration services related to the project. The contract was awarded to EXP Services. EXP began work in mid-November. It is anticipated that construction will begin in the spring of 2021 and conclude substantially by late 2021. The amended completion date will accommodate warranty and holdback periods, and/or any carry over work that may arise.

## **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**

Council may choose to reject the amendment, in which case the work would proceed on an expedited schedule. This should not affect the main project but could constrain the municipality's ability to address issues or opportunities that arise as a result of the work that is done. An example would be addressing volume or pressure adjustments in the Chapet Hughes service area once the services to the shaft become functional.

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

The amendment will not affect the overall project budget of \$2,339,514.

## **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**

Invest in Kirkland Lake - Build Capacity & the Ability to Execute Economic Development in Kirkland Lake

## **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



## **CONSULTATIONS**

Public Works  
Treasury

## **ATTACHMENTS**

Attachment 1 – FedNor Amendment 2 - November 25, 2020  
Attachment 2 – Bylaw Number 19-033 - FedNor Agreement - February 15, 2019  
Attachment 3 – Bylaw Number 20-032 – FedNor Amendment 1 - March 11, 2020



FedNor  
19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

FedNor  
19 rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

November 25, 2020  
Project Number: 851-511735

Mr. Pat Kiely  
Mayor  
Corporation of the Town of Kirkland Lake  
Postal Box 1757  
Kirkland Lake ON P2N3P4

Dear Mr. Kiely:

**Re: municipal services adjacent to the Industrial Park  
Amendment Number: 2**

As a result of your request dated October 21, 2020, FedNor is prepared to amend our Contribution agreement of February 15, 2019 and subsequent amendment #1 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before January 1, 2019 (the "Commencement Date") and is completed on or before December 31, 2021 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before January 1, 2019 (the "Commencement Date") and is completed on or before October 31, 2022 (the "Completion Date").

Delete: Annex 1 THE PROJECT STATEMENT OF WORK

iii) Dates: Commencement Date - January 1, 2019  
Completion Date - December 31, 2021

Substitute: Annex 1 THE PROJECT STATEMENT OF WORK

iii) Dates: Commencement Date - January 1, 2019  
Completion Date - October 31, 2022

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,

**Perreault, Lucie** Digitally signed by Perreault, Lucie  
Date: 2020.11.24 20:55:09 -05'00'

Lucie Perreault  
Director of Program Delivery  
FedNor

**Corporation of the Town of Kirkland Lake**

**Project Number: 851-511735**

**Amendment Number: 2**

The foregoing is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Per: \_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title

Per: \_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title



*Bykow 19-033*

Protected B

Project Number: 851-511735

THIS AGREEMENT made as of: **FEB 15 2019**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Industry  
(the "Minister")

**- AND -**

**The Corporation of the Town of Kirkland Lake**  
(the "Recipient")

WHEREAS in response to an application from the Recipient received April 28, 2018, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

- Annex 1 – The Project – Statement of Work
- Annex 2 – Costing Memorandum
- Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

- Annex 1 – The Project – Statement of Work
- Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 12 – Indemnification and Limitation of Liability
- e) Section 13 – Default and Remedies
- f) Section 14 – Project Assets
- g) Section 15 – General

**2.0 The Project**

- 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before January 1, 2019 (the "Commencement Date") and is completed on or before June 30, 2020 (the "Completion Date").
- 2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

**3.0 The Contribution**

- 3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:
- a) 45% of the incurred Eligible & Supported Costs of \$2,339,514 of the Project outlined in Annex 1, and
  - b) \$1,052,781.

- 3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to April 28, 2018 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

- 3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.
- 3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.
- 3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

- 3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

#### 4.0 Total Canadian Government Funding

- a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

NOHFC	\$1,052,781
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- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

#### 5.0 Intellectual Property

- 5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.



## 5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

## 6.0 Claims and Payments

### 6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
  - i) a list of Eligible and Supported Costs incurred;
  - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
  - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.

- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

## 6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
  - i) a final statement of total Project costs;
  - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
  - iii) a Final Activity Report on the Project;
  - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
  - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

#### 6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

#### 6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

#### 6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

#### 7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

- 7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project, including for example, a description of work completed to date; a percentage of completion report signed-off by the managing architect or engineer (where applicable); photos that demonstrate the progress of the Project (where applicable); and a report on implementation of environmental mitigation measures (where applicable). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.
- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
  - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
  - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.

7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

## 8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;

- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

## **9.0 Announcements, Events and other Communications Activities**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

## **10.0 Official Languages**

10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

## **11.0 Environmental and Other Requirements**

11.1 The Project is not a "designated project" for the purposes of the *Canadian Environmental Assessment Act* 2012.

11.2 Aboriginal consultation

The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Canada satisfying any obligation that Canada may have to consult with or to accommodate any Aboriginal groups that may be affected by the terms of this Agreement.

## **12.0 Indemnification and Limitation of Liability**

12.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

12.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

12.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

12.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

### **13.0 Default and Remedies**

#### **13.1 Events of Default**

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;



- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

### 13.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 13.1. Except in the circumstances described in subsections (a) and (b) of section 13.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

### 13.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;

- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

## **14.0 Project Assets**

### **14.1 Disposal of Assets**

The Recipient shall retain title to, and ownership of, the capital assets, the cost of which has been contributed to by the Minister under this Agreement for a minimum of two (2) years after the expiry or early termination of this Agreement, and shall not dispose of the same for a period of two (2) years after the expiry or early termination of this Agreement, without the prior written consent of the Minister. As a condition of such consent, the Minister may require the Recipient to repay the Minister the whole or any part of the Contribution paid to the Recipient hereunder.

## **15.0 General**

### **15.1 Canadian Goods and Services**

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 15.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

- 15.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.
- 15.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.
- 15.5 Notwithstanding subsection 15.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 15.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 15.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.
- 15.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 15.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

- 15.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 15.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 15.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
  - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
  - c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
  - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
  - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

**16.0**    **Notice**

16.1    Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

16.2    Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor  
107 Shirreff Avenue, Suite 202  
North Bay ON P1B 7K8

Attention:    Ms. Denise Deschamps  
                  Community Competitiveness - Implementation (Capital)  
                  Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

16.3    Any notice or correspondence to the Recipient shall be addressed to:


Mr. Pat Kiely  
Mayor  
The Corporation of the Town of Kirkland Lake  
Postal Box 1757, 3 Kirkland Street  
Kirkland Lake ON P2N 3P4

16.4    Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.


Project Number: 851-511735


**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as  
represented by the Minister of Industry

Per:   
Name: Aime J. Dimatteo  
Title: Director General, FedNor  
Date: **FEB 15 2019**

RECIPIENT

Per:   
Name: Pat Kicly, Mayor  
Title:  
Date: *March 20/19*

Per:   
Name: Jo Ann Ducharme, Clerk  
Title:  
Date: *March 20/19*

I/we have authority to bind The Corporation of the Town of  
Kirkland Lake

## Annex 1

**THE PROJECT - STATEMENT OF WORK**

Recipient: The Corporation of the Town of Kirkland Lake

Project Number: 851-511735

**I. PROJECT SCOPE****i) Description:**

The Corporation of the Town of Kirkland Lake is requesting \$1,052,781 in Northern Ontario Development Program (NODP) funding, which represents 45 percent of eligible project costs, to extend municipal services adjacent to the Industrial Parc in order to enable the expansion of Kirkland Lake Gold (KLG).

**ii) Project Location:**

Kirkland Lake, ON

**iii) Dates:**

- a) Commencement Date - January 1, 2019
- b) Completion Date - June 30, 2020

**iv) Key Workplan Activities, Timelines and Milestones:**

Project activities include:

- Tunneling under Hwy 66 from the Archer Drive intersection to extend water and sewer to the north side of the Hwy where it would meet the KLG property line and be positioned for future expansion westwards.
- Installation of water flow control (knife gate) valves
- Re-calibration of water draw at the water treatment plant
- Upgrade the Chaput Hughes pumping station

**v) Performance Measures and Tracking Plan:**

Short-term project outcomes:

- a) 25 FTE construction jobs on service extensions
- b) one industrial park expanded



vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$1,052,781
- Supported	\$2,339,514	Other Federal	\$0
- Not Supported	\$0	Provincial	\$1,052,781
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$233,952
		Other	\$0
<b>Total</b>	<b>\$2,339,514</b>		<b>\$2,339,514</b>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction (Soft Costs – Design, Engineering, Project Management)	\$175,085		\$175,085
Construction/Capital	\$2,164,429		\$2,164,429
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$2,339,514</b>		<b>\$2,339,514</b>
<u>Ineligible Costs</u>			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<b>\$0</b>
<b>TOTAL PROJECT COSTS</b>			<b>\$2,339,514</b>

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

The Recipient may carry out the Project in the official language of the Recipient's choice.

## II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs  
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions  
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
  - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.

## III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Minister.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
  - a) a Final Results Report at project end on results achieved between the project start and end date;
  - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
  - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

**COSTING MEMORANDUM**  
**Community Competitiveness - Implementation (Capital)**

**1.0 General Conditions**

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

- a) directly related to the Project;
- b) reasonable;
- c) appear in the "The Project-Statement of Work";
- d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
- e) incurred between April 28, 2018 and the Completion Date.

1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 28, 2018 and the Completion Date.

1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.

1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

**2.0 Eligible Costs**

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

## 2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

## 2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

## 2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

## 2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

## 2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

## 3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

**Annex 3**

*(Insert a copy of the Recipient representation documents per section 8.0)*



Innovation, Science and  
Economic Development Canada

FedNor

19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Innovation, Sciences et  
Développement économique Canada

FedNor

19, rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

Bylaw

20-032

sent in by Morgan

March 26/2020

MAR 11 2020

Project Number: 851-511735

Mr. Pat Kiely  
Mayor  
Corporation of the Town of Kirkland Lake  
Postal Box 1757  
Kirkland Lake ON P2N3P4

Dear Mr. Kiely:

**Re: municipal services adjacent to the Industrial Park  
Amendment Number: 1**

As a result of your request dated February 23, 2020, FedNor is prepared to amend our Contribution agreement of February 15, 2019 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before January 1, 2019 (the "Commencement Date") and is completed on or before June 30, 2020 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before January 1, 2019 (the "Commencement Date") and is completed on or before December 31, 2021 (the "Completion Date").

Delete: Clause 4.0 The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

NOHFC \$1,052,781

Substitute: Clause 4.0 The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

NOHFC \$697,185

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates: Commencement Date - January 1, 2019  
 Completion Date - June 30, 2020

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$1,052,781
- Supported	\$2,339,514	Other Federal	
- Not Supported		Provincial	\$1,052,781
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	\$233,952
		Other	
<b>Total</b>	<b>\$2,339,514</b>		<b>\$2,339,514</b>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction (Soft Costs – Design, Engineering, Project Management)	\$175,085		\$175,085
Construction/Capital	\$2,164,429		\$2,164,429
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$2,339,514</b>		<b>\$2,339,514</b>
<u>Ineligible Costs:</u>			
<b>TOTAL INELIGIBLE COSTS</b>			
<b>TOTAL PROJECT COSTS</b>			<b>\$2,339,514</b>



Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates: Commencement Date - January 1, 2019  
 Completion Date - December 31, 2021

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$1,052,781
- Supported	\$2,339,514	Other Federal	
- Not Supported		Provincial	\$697,185
Ineligible Costs		Municipal	
		Financial Institution	
		Recipient	\$589,548
		Other	
<b>Total</b>	<b>\$2,339,514</b>		<b>\$2,339,514</b>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction (Soft Costs – Design, Engineering, Project Management)	\$175,085		\$175,085
Construction/Capital	\$2,164,429		\$2,164,429
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$2,339,514</b>		<b>\$2,339,514</b>
<u>Ineligible Costs:</u>			
<b>TOTAL INELIGIBLE COSTS</b>			
<b>TOTAL PROJECT COSTS</b>			<b>\$2,339,514</b>

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,



Lucie Perreault  
Director of Program Delivery  
FedNor

**Corporation of the Town of Kirkland Lake**

**Project Number: 851-511735**

**Amendment Number: 1**

The foregoing is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Per:

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title

Per:

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title

## MEMO TO COUNCIL

Meeting Date: 12/15/2020

Memo Number: 2020-DEV-007M

Presented by: Jenna McNaughton

Department: Development Services

### MEMO TITLE

Repeal By-law Number 20-089 – 3 McKelvie

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Memo Number 2020-DEV-007M entitled “**Repeal By-law Number 20-089 - 3 McKelvie**” be received, and

**THAT** staff be directed to present a By-Law to repeal By-law Number 20-089.

### BACKGROUND

The purchaser, Mr. Jerome Maritim contacted the municipality on December 4<sup>th</sup>, 2020 to advise he would be withdrawing his offer and no longer wishes to proceed with the land purchase. This Memorandum is presented to Council to repeal the authorizing By-law and make the property available for purchase by any interested party.

### RATIONALE

The applicant withdrew his proposal to purchase.

### ATTACHMENTS

Attachment 1 - Email from Mr. Maritim  
Attachment 2 - By-law Number 20-089

Good Morning Ashley,

I did seek outside opinion concerning the structural and viability of the above buiding and was advised not to go forward in buying it. For that reason I am officially withdrawing my offer for the 3 Mckelvie Avenue. Thanks once again for the effort you put in preparing the document purchase and if something pops up in your surplus land sale I will let you know ok.

Yours faithfully,

Jerome Maritim



**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**BY-LAW NUMBER 20-089**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF 3 MCKELVIE AVENUE TO JEROME MARITIM**

**WHEREAS** the Municipality passed By-law Number 09-064; being a procedure for the purposes of the sale or other disposition of real property, on August 10, 2009;

**AND WHEREAS** By-law Number 09-064 was in force on the date of the sale or disposition of the property described as North Part of Lot 141, Plan M-105, Part 1, TER-365, Parcel 9711CST (3 McKelvie Avenue);

**AND WHEREAS** the Municipality vested the property into the Town's name and declared the property as surplus land on March 17, 2020;

**AND WHEREAS** the Municipality provided public notice of the Town's intent to sell or dispose of the property on November 23, 2020;

**AND WHEREAS** the Municipality has received an offer to purchase land described as North Part of Lot 141, Plan M-105, Part 1, TER-365, Parcel 9711CST (3 McKelvie Avenue);

**AND WHEREAS** the Purchaser is not in arrears on property taxes or been in tax registration in the last 10 years, and has no outstanding accounts owed to the Town of Kirkland Lake.

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:**

**THAT** the Mayor and Clerk are hereby authorized to execute all documents related to the sale of the land described as North Part of Lot 141, Plan M-105, Part 1, TER-365, Parcel 9711CST (3 McKelvie Avenue) to Jerome Maritim for \$10,000.00, plus legal costs.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 1<sup>st</sup> DAY OF DECEMBER, 2020.**

\_\_\_\_\_  
Patrick Kiely, Mayor

\_\_\_\_\_  
Meagan Elliott, Clerk

# REPORT TO COUNCIL

Meeting Date: 12/15/2020

Report Number: 2020-DEV-064

Presented by: Jenna McNaughton

Department: Development Services

## REPORT TITLE

Agreement with Electronic Products Recycling Association for the Collection of Used Electrical and Electronic Equipment

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-064 entitled “**Agreement with Electronic Products Recycling Association for the Collection of Used Electrical and Electronic Equipment**”, be received, and

**THAT** Council authorizes the execution of an agreement with Electronic Products Recycling Association registered as a Producer Responsibility Organization with the Resource Productivity & Recovery Authority.

## BACKGROUND

Effective December 31, 2020 the current electronics program will end and the new producer responsibility organization (PRO) program will begin on January 1, 2021. The Electrical and Electronic Equipment (EEE) Regulation under the Resource Recovery and Circular Economy Act, 2016, designates information technology, telecommunications, audio-visual (ITT/AV) and lighting equipment as the third and fourth materials after tires and batteries under Ontario’s individual producer responsibility regulatory framework.

On January 1, 2021, producers of ITT/AV equipment are individually accountable and financially responsible for collecting and reusing, refurbishing or recycling their products when consumers discard them. EPRA, who is the PRO for Ontario Electronic Stewardship has provided us with an agreement, that will take effect January 1, 2021.

## **RATIONALE**

The municipality is currently collecting electronics through the OES program at the Kirkland Lake Landfill, and would like to continue this service, to ensure electronics are disposed of responsibly. The change to the new regulation will not affect the collection, as the company hauling the electronics has not changed.

## **OTHER ALTERNATIVES CONSIDERED**

Council may choose to eliminate the collection of electronics at the landfill; however this would not be a favourable alternative.

## **FINANCIAL CONSIDERATIONS**

EPRA will pay \$150.00 per tonne for collecting electronics, as outlined below in the agreement. The current agreement with OES pays \$150.00 per tonne, therefore staff do not expect to see any financial implication as a result of these changes.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

Reduce waste and mitigate the need for additional landfill capacity.

## **ACCESSIBILITY CONSIDERATIONS**

Not applicable.

## **CONSULTATIONS**

Richard Charbonneau, Acting Director of Development Services

## **ATTACHMENTS**

Attachment 1 - Agreement with Electronic Products Recycling Association (EPRA)  
Attachment 2 - Ontario Regulation 522/20 – Electrical and Electronic Equipment



May 4, 2020

**Attn: Jenna McNaughton**

Town of Kirkland Lake  
Township of Lebel (Dump Road)  
Kirkland Lake, Ontario  
P2N 3P4  
Bus: 705-567-9365  
Jenna.mcnaughton@tkl.ca

Dear Jenna McNaughton,

Re: Electronic Waste Collection and Recycling

Thank you for your partnership with Electronic Producers Recycling Association (“EPRA”) to safely manage your electronic waste in an environmentally sustainable manner.

EPRA is pleased to support you by providing the following at your collection sites as listed in Schedule A:

- Collection bin (Sea Container) for use at your site at no charge
- An online tracking system, for reporting and tracking shipments
- Timely and reliable pick up service
- Promotion of the Collection Location on the EPRA website
- Payment to you at \$150.00 per tonne (if applicable)
- Represent you as your Producer Responsibility Organization (PRO) Post Dec 30 2020

In consideration for EPRA providing support as described above, Town of Kirkland Lake will perform the following:

1. Collection and provision of e-waste to EPRA, including agreeing to not modify, disassemble, deconstruct or remove any waste electrical and electronic equipment or parts collected.
2. Use equipment and supplies provided by EPRA only for EPRA e-waste intended purposes and in an efficient manner.
3. EPRA adheres to provincial laws on privacy for electronic devices, however, we encourage businesses and individuals to secure their own privacy and wipe the data drives clean prior to drop off.
4. Provide safe and timely access to EPRA transporters for pick-up of materials





5. Maintain and provide to EPRA documentation that may be required under Ontario regulations governing electronics recycling.
6. Ensure that all acceptable WEEE material collected at this site or any site operated by the Collector is provided to EPRA
7. Work exclusively with EPRA for the safe secure recycling of the materials outlined while the contract is in effect.

This agreement will begin effective April 30, 2020 and will continue until either party provides 30 days notice of termination. The terms of this contract are Confidential and not to be disclosed with members outside of the signing organizations.

To indicate your agreement, please sign below and return a scanned copy of this letter to EPRA.

Please be aware that this collection program is based on the current Waste Diversion Act, the Industry Funding Organization (OES) currently administering this program is slated to cease operations Dec 30 2020. At that time a new framework will come into affect under the Resource Recovery and Circular Economy Act, based on the requirements of this new framework the existing contract will be reviewed by both parties to ensure consistency. When registering with Resource Productivity and Recovery Authority (RPRO) please remember to identify EPRA as your PRO.

We look forward to working with you to successfully manage and recycle Waste Electronics and other materials as outlined on Schedule B.

Signature  
**Pierre Prim**  
Director of Operations  
Electronic Products Recycling Association (EPRA)

---

**I hereby confirm that Town of Kirkland Lake agrees to the terms set out in this letter:**

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

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_



Schedule A

Collection Sites under this Agreement:

**Town of Kirkland Lake – Township of Lebel (Dump Road)**



Schedule B

Materials Covered by this Contract, Please circle the items below you site intends to collect:

**Waste Electronics and Electrical Equipment**

**Clothing**

All Textiles with the exception of under garments
Matching Pairs of Shoes
Purses
Linens towels and Draperies

**Batteries**

Rechargeable Batteries	SSLA/PB Small Sealed Lead Acid
	Ni-MH Nickel Metal Hydride
	Ni-ZN Nickel Zinc
	Li Ion Lithium Ion
	Ni-Cd Nickel Cadmium

Single Use Batteries	Alkaline
	Lithium Primary

**ONTARIO REGULATION 522/20**

made under the

**RESOURCE RECOVERY AND CIRCULAR ECONOMY ACT, 2016**

Made: September 17, 2020  
Filed: September 21, 2020  
Published on e-Laws: September 21, 2020  
Printed in *The Ontario Gazette*: October 10, 2020

**ELECTRICAL AND ELECTRONIC EQUIPMENT**

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**PART VIII**

## AMENDMENTS AND COMMENCEMENT

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### PART I DEFINITIONS

#### Definitions

1. In this Regulation,

- “battery” has the same meaning as in Ontario Regulation 30/20 (Batteries) made under the Act; (“piles et batteries”)
- “battery hauler” has the same meaning as in Ontario Regulation 30/20 (Batteries) made under the Act; (“transporteur de piles et batteries”)
- “battery processor” has the same meaning as in Ontario Regulation 30/20 (Batteries) made under the Act; (“transformateur de piles et batteries”)
- “battery refurbisher” has the same meaning as in Ontario Regulation 30/20 (Batteries) made under the Act; (“personne remettant à neuf des piles et batteries”)
- “EEE collection site” means a site where EEE used by a consumer in Ontario is collected for the purpose of resource recovery; (“lieu de collecte d’EEE”)
- “EEE hauler” means a person who arranges for the transport of EEE that is used by a consumer in Ontario and is destined for processing, reuse, refurbishing or disposal, but does not include a person who arranges for the transport of EEE initially generated by that person; (“transporteur d’EEE”)
- “EEE Processing and Refurbishing Procedure” means the document entitled “EEE Processing and Refurbishing Procedure” published by the Authority and dated July 15, 2020, as amended from time to time, and available on the Registry; (“Procédure pour la transformation et remise à neuf des EEE”)
- “EEE processor” means a person who processes, for the purpose of resource recovery, EEE used by a consumer in Ontario; (“transformateur d’EEE”)
- “EEE refurbisher” means a person who prepares or refurbishes, for the purpose of reuse, EEE used by a consumer in Ontario; (“personne remettant à neuf des EEE”)
- “EEE Verification and Audit Procedure” means the document entitled “EEE Verification and Audit Procedure” published by the Authority and dated July 15, 2020, as amended from time to time, and available on the Registry; (“Procédure de vérification des EEE”)
- “electrical and electronic equipment” or “EEE” means electrical and electronic equipment that,
- (a) is designed for use with an electric current and a voltage rating not exceeding 1,000 volts for alternating current and 1,500 volts for direct current,
  - (b) weighs no more than 250 kilograms, and
  - (c) is not intended to be used permanently as part of a building or a structure at a pre-defined and dedicated location; (“équipement électrique et électronique” ou “EEE”)
- “information technology, telecommunications and audio visual equipment” or “ITT/AV” means EEE, of which the primary purpose is collecting, storing, processing, presenting or communicating information, including sounds and images, recording or reproducing sounds and images, including but not limited to the examples set out in section 1 of Schedule 1, but does not include equipment or products that fall into the category of lighting; (“équipement de technologie de l’information, de télécommunication et audiovisuel”)
- “land disposed” has the same meaning as “land disposal” in Regulation 347 of the Revised Regulations of Ontario, 1990 (General — Waste Management) made under the *Environmental Protection Act*; (“éliminé en milieu terrestre”)
- “large producer” means a producer to whom section 10 applies; (“gros producteur”)
- “lighting” means EEE that has the primary purpose of producing light, such as a bulb, lamp, light emitting diode or tube, including but not limited to the examples set out in section 2 of Schedule 1, but does not include,
- (a) lighting that is provided with another product or a fixture, or
  - (b) lighting that also falls into the category of ITT/AV; (“matériel d’éclairage”)

“management requirement” means the minimum amount of EEE, determined under section 14, that a producer is required to manage; (“obligation de gestion”)

“performance period” means the applicable calendar year, set out under section 4, during which a producer is responsible for collecting or managing EEE; (“période d’exécution”)

“permanent establishment”,

- (a) has the meaning assigned by subsection 400 (2) of the *Income Tax Regulations* (Canada) in the case of a corporation, and
- (b) has the meaning assigned by subsection 2600 (2) of the *Income Tax Regulations* (Canada) in the case of an individual; (“établissement stable”)

“primary battery” has the same meaning as in Ontario Regulation 30/20 (Batteries) made under the Act; (“piles et batteries primaires”)

“producer” means a person who is required to carry out responsibilities relating to EEE, as determined in accordance with section 5; (“producteur”)

“producer responsibility organization” means a person retained by a producer for the purpose of carrying out one or more of the following producer responsibilities relating to EEE, but does not include an EEE processor retained solely for the purposes of processing EEE or an EEE refurbisher retained solely for the purposes of refurbishing EEE:

1. Arranging for the establishment or operation of a collection or management system.
2. Establishing or operating a collection or management system.
3. Preparing and submitting reports; (“organisme assumant les responsabilités d’un producteur”)

“rechargeable battery” has the same meaning as in Ontario Regulation 30/20 (Batteries) made under the Act; (“piles et batteries rechargeables”)

“recycling efficiency rate” means the ratio of the weight of recovered resources from EEE received by an EEE processor, to the weight of EEE received by that EEE processor; (“taux d’efficacité du recyclage”)

“resident in Canada” means a person having a permanent establishment in Canada; (“résident du Canada”)

“resident in Ontario” means a person having a permanent establishment in Ontario; (“résident de l’Ontario”)

“territorial district” means a geographic area, other than a municipality, named and described in Schedule 2 to Ontario Regulation 180/03 (Division of Ontario into Geographic Areas) made under the *Territorial Division Act, 2002*; (“district territorial”)

“volunteer organization” means a person who meets the requirements set out in section 7. (“organisme bénévole”)

## PART II GENERAL

### Designated class

2. For the purposes of section 60 of the Act, electrical and electronic equipment are a designated class of material.

### Application

3. (1) This Regulation applies to the following categories of EEE, and a reference to a category of EEE is a reference to one of the following categories:

1. ITT/AV.
2. Lighting.

(2) This Regulation does not apply to the following products, regardless of whether they would fall into one or more categories of EEE:

1. Cash registers, self-checkout machines, automated banking machines (ABMs) and automated teller machines (ATMs).
2. Streetlights and signal or lighting systems designed to control or manage the movement of vehicles or pedestrians.
3. Textiles, clothing, furniture or any other upholstered and stuffed articles containing any EEE.
4. Motor vehicles.
5. Any product that is, or that is designed for use with, any marine, military, aeronautic or space equipment.
6. Any EEE that falls under the definition of “device” in section 2 of the *Food and Drugs Act* (Canada).
7. Power tools.

8. Children's toys.
9. Equipment of which the primary purpose is monitoring, measuring or controlling information or data, other than equipment that is included in the definition of ITT/AV.

(3) In this Regulation, a reference to EEE includes all components, parts or peripherals, including batteries, that are provided with the product at the time of supply to the consumer, but does not include printed paper or packaging supplied with the product.

(4) For the purposes of this Regulation, a product belongs to the category of EEE that is most closely related to the primary purpose of the product, regardless of whether the product falls into both categories of EEE described in subsection (1).

(5) For greater certainty, this Regulation does not apply to a product if the primary purpose of the product does not fall into one of the categories of EEE described in subsection (1), regardless of whether any of the components, parts or peripherals of the product referred to in subsection (3) are EEE.

#### **Performance periods**

4. The following performance periods apply for the purposes of collecting or managing EEE under Parts III and IV:

1. Every calendar year, starting on January 1, 2021 for ITT/AV.
2. Every calendar year, starting on January 1, 2023 for lighting.

#### **Producers**

5. (1) For the purposes of the definition of "producer" in section 1, with respect to new EEE marketed to consumers in Ontario, the producer is,

- (a) subject to subsections (2) and (3), if the brand holder of the EEE is resident in Canada, the brand holder;
- (b) if there is no person described in clause (a) and the EEE is imported into Ontario by a person resident in Ontario, the importer;
- (c) if there is no person described in clause (a) or (b) and the EEE is marketed by a person resident in Ontario, the first person who marketed the EEE; or
- (d) if there is no person described in clause (a), (b) or (c) and the EEE is marketed by a person not resident in Ontario, the person who marketed the EEE.

(2) For the purposes of clause (1) (a), if there are two or more brand holders of the new EEE marketed to consumers in Ontario who are resident in Canada, the producer is the brand holder most directly connected to the production of the EEE.

(3) For the purposes of clause (1) (a), if more than one item of EEE produced by different brand holders are marketed as a single package, the producer is the brand holder who is more directly connected to the primary product in the package.

(4) For the purposes of clause 61 (6) (c) of the Act, a person referred to in clause (1) (b) of this section is required to carry out the responsibilities of a producer under Part IV of the Act with respect to EEE if they market EEE to a consumer in Ontario or supply the EEE to another person in Ontario who will then market that EEE in Ontario.

(5) Subsection (1) does not apply to a producer who markets new EEE to consumers in Ontario if the EEE is incorporated into, or is a component, part or peripheral supplied with, another product that is not ITT/AV or lighting and that is marketed to consumers in Ontario.

#### **Producer agreements, etc.**

6. (1) For greater certainty and subject to subsection (4), after submitting the information referred to in paragraphs 1, 2, 3 and 4 of subsection 20 (2) to the Authority, a producer may enter into written agreements with one or more other persons in order to carry out and complete any requirements, responsibilities, activities or obligations to which it is subject under this Regulation, including requirements, responsibilities, activities and obligations under Parts III, IV, V, VI and VII, within the time or times provided for in this Regulation.

(2) Where the producer enters into an agreement referred to in subsection (1) with another person with respect to any requirements, responsibilities, activities or obligations, the producer is, subject to subsection (4), relieved from also having to carry out and complete those requirements, responsibilities, activities or obligations, including registration requirements, responsibilities, activities or obligations provided for in paragraphs 5 and 6 of subsection 20 (2) and reporting requirements, responsibilities, activities or obligations provided for under Part VII, so long as the requirements, responsibilities, activities or obligations are duly carried out and completed on the producer's behalf in accordance with this Regulation.

(3) For the purposes of this section, an agreement mentioned in subsection (1) may be for all or any part of a producer's requirements, responsibilities, activities or obligations referred to in subsection (1), and may include direct reporting of or submission of information to the Authority by a person with whom the producer has entered into such agreement, on behalf of the producer.

(4) For greater certainty, where this Regulation assigns a requirement, responsibility, activity or obligation to a producer, an agreement referred to in subsection (1) does not have the effect of removing from that producer the responsibility to fulfil the requirement, responsibility, activity or obligation under this Regulation, and the producer shall be required to carry out and complete the requirement, responsibility, activity or obligation where the person with whom the producer has entered into an agreement fails to carry out and complete the requirement, responsibility, activity or obligation, or fails to do so within the time required by this Regulation.

**Volunteer organizations**

7. A volunteer organization is a person who,

- (a) is a brand holder who owns a brand that is used in respect of EEE;
- (b) is not resident in Canada;
- (c) has registered in the Registry in accordance with subsection 20 (5); and
- (d) has entered into a written agreement with a producer for the purpose of carrying out one or more producer responsibilities relating to EEE under section 20, 23, 24 or 25.

**Exemptions, ITT/AV and lighting**

8. If, prior to any reductions under section 18, a producer's management requirement for a performance period is not more than three and a half tonnes with respect to ITT/AV or not more than 350 kilograms with respect to lighting, the producer is exempt from the application of Parts III and IV and sections 20, 23, 24, 25 and 32 for that performance period.

**PART III  
COLLECTION OF EEE — ITT/AV AND LIGHTING**

**ITT/AV and lighting, producer requirements**

9. Subject to section 8, every producer of ITT/AV and every producer of lighting shall establish and operate a collection system for each applicable category of EEE in accordance with the applicable requirements set out in sections 10 to 12.

**Collection, large producers of ITT/AV and lighting**

10. (1) Every producer who is required under section 14 to manage, or to make best efforts to manage, as the case may be, 700 tonnes or more of ITT/AV or 35 tonnes or more of lighting in a performance period shall establish and operate a collection system for each applicable category of EEE the producer supplies in accordance with subsection (2) during each applicable performance period.

(2) The producer shall establish and operate a collection system for each applicable category of EEE by satisfying the following requirements:

- 1. Subject to subsections 12 (3) to (6), in each local municipality with a population of 1,000 or more, as reported by Statistics Canada in the most recent official census, the producer shall establish and operate EEE collection sites at which that category of EEE is collected, as follows:
  - i. If the population is 500,000 or less, at least one EEE collection site for every 15,000 people or portion thereof.
  - ii. If the population is more than 500,000, at least 34 EEE collection sites for the first 500,000, and at least one EEE collection site for every 50,000 people or portion thereof, for the portion that surpasses 500,000.
- 2. In each territorial district with a population of 1,000 or more, as reported by Statistics Canada in the most recent official census, the producer shall establish and operate at least one EEE collection site at which that category of EEE is collected.

**Collection, small producers of ITT/AV and lighting**

11. (1) Every producer who is required under section 14 to manage, or to make best efforts to manage, as the case may be, more than three and a half and less than 700 tonnes of ITT/AV or more than 350 kilograms and less than 35 tonnes of lighting in a performance period shall establish and operate a collection system for each applicable category of EEE in accordance with subsection (2) during the applicable performance period.

(2) The producer shall establish and operate a collection system for each applicable category of EEE by satisfying one of the following requirements:

- 1. Subject to subsections 12 (3) to (6), in each local municipality or territorial district with one or more retail locations that supply the producer's EEE, the producer shall establish and operate as many EEE collection sites at which that category of EEE is collected as are equal to or greater than 75 per cent of the number of retail locations in the municipality or territorial district that were operating in the previous calendar year.
- 2. The producer shall establish and operate EEE collection sites at which that category of EEE is collected as follows:



- i. Subject to subsections 12 (3) to (6), in each local municipality with a population of 5,000 or more, as reported by Statistics Canada in the most recent official census, the producer shall establish and operate,
  - A. at least one EEE collection site for every 15,000 people or portion thereof, if the population is 500,000 or less, or
  - B. if the population is more than 500,000, at least 34 EEE collection sites for the first 500,000, and at least one EEE collection site for every 50,000 people or portion thereof, for the portion that surpasses 500,000.
- ii. The producer shall establish and operate at least one EEE collection site at which that category of EEE is collected in each territorial district with a population of 1,000 or more, as reported by Statistics Canada in the most recent official census, in which the producer supplied that category of EEE in the previous calendar year.

#### EEE collection sites

12. (1) Every producer who establishes and operates an EEE collection site for the purposes of subsection 10 (2) or 11 (2) shall ensure that, with respect to each EEE collection site that is part of the producer's collection system, the following requirements are satisfied:

1. If the EEE collection site is not part of a retail location, the site must accept all ITT/AV or lighting, as the case may be, including components, parts or peripherals supplied with another product that is not ITT/AV or lighting, if those components, parts or peripherals are ITT/AV or lighting, as the case may be, regardless of how the EEE or the components, parts or peripherals were supplied.
2. If the EEE collection site is part of a retail location, the site must accept, at a minimum, all ITT/AV or lighting, as the case may be, that fall into the same category and are similar in size and function to the ITT/AV or lighting supplied by the producer at that location.
3. The EEE collection site must be readily accessible to the public and must be operated and accept ITT/AV or lighting, as the case may be, during normal business hours throughout the performance period.
4. If the EEE collection site collects ITT/AV, it must accept, at a minimum, up to 50 kilograms of ITT/AV per day from any person.
5. If the EEE collection site collects lighting, it must accept, at a minimum, up to five kilograms of lighting per day from any person.
6. If an EEE collection site is not part of a retail location and accepts more than the minimum amount of ITT/AV or lighting set out in paragraph 4 or 5 from a person on a single day, the operator of the site shall record the person's name, contact information, any unique identifier assigned by the Registrar and the weight of EEE accepted.

(2) For greater certainty, an EEE collection site may be operated by or on behalf of one or more producers and may be relied on by one or more producers to satisfy the requirements set out in sections 10 and 11.

(3) Subject to subsection (6), a producer may reduce the number of EEE collection sites the producer is required to establish and operate in a local municipality or territorial district under subsection 10 (2) or 11 (2), as the case may be, by the percentage of residences in the municipality or territorial district, including residences in multi-unit residential buildings,

- (a) from which the producer collects that category of EEE, at least four times during the applicable performance period; and
- (b) to which the producer distributes adequate containers, where appropriate, for the collection of the EEE, at no charge.

(4) Subject to subsection (6), a producer may reduce the number of EEE collection sites the producer is required to establish and operate in a local municipality or territorial district under subsection 10 (2) or 11 (2), as the case may be, by the percentage of ITT/AV or lighting that the producer supplied in Ontario in the previous calendar year that was subject to a collection program operated by or on behalf of the producer that,

- (a) allowed the consumer to return the EEE, at no charge, in a manner that was, at a minimum, equivalent to the manner in which the EEE was supplied; and
- (b) provided the consumer, at no charge, with the packaging or shipping materials required to return the EEE.

(5) Subject to subsection (6), a producer may replace a portion of EEE collection sites the producer is required to establish and operate in a local municipality or territorial district under subsection 10 (2) or 11 (2), as the case may be, with public EEE collection events in accordance with the following rules:

1. A producer may replace up to 25 per cent of the total number of EEE collection sites the producer is required to provide in Ontario, regardless of any reductions under subsections (3) and (4), with the same number of public EEE collection events.
2. A public EEE collection event must be readily accessible to the public, must operate for at least four consecutive hours on the day it is held and must accept all ITT/AV or lighting, as the case may be.

(6) Despite subsections (3), (4) and (5), the number of EEE collection sites the producer is required to establish and operate shall not be reduced below one EEE collection site or one public EEE collection event in a local municipality or territorial district with a population of 1,000 or more, as reported by Statistics Canada in the most recent official census, in which the producer supplied EEE at a retail location in the previous calendar year.

(7) Subject to subsection (9), with respect to an EEE collection site owned or operated by the Crown in right of Ontario or by a municipality with a population of less than 1,000, as reported by Statistics Canada in the most recent official census, if the operator of the site collects more than four tonnes of ITT/AV or more than 300 kilograms of lighting,

(a) the operator may notify a large producer of EEE that falls into the same category collected at the site, or a producer responsibility organization retained by that producer with respect to that category of EEE; and

(b) the producer or producer responsibility organization referred to in clause (a) shall collect all of the EEE of which it was notified from the site within one year from the day the producer or producer responsibility organization was notified.

(8) Subject to subsection (9), with respect to an EEE collection site located on a reserve, as defined in the *Indian Act* (Canada), if the operator of the site collects more than four tonnes of ITT/AV or more than 300 kilograms of lighting,

(a) the operator may notify a large producer of EEE that falls into the same category collected at the site, or a producer responsibility organization retained by that producer with respect to that category of EEE; and

(b) the producer or producer responsibility organization referred to in clause (a) shall collect all of the EEE of which it was notified from the site within one year from the day the producer or producer responsibility organization was notified.

(9) Subsections (7) and (8) do not apply to an EEE collection site that is located in the Far North, as defined under the *Far North Act, 2010*.

#### **PART IV MANAGEMENT OF EEE — ITT/AV AND LIGHTING**

##### **ITT/AV and lighting management, producer requirements**

**13.** Subject to section 8, every producer of ITT/AV and every producer of lighting shall establish and operate a system for managing EEE by determining and satisfying their management requirement with respect to each applicable category of EEE in accordance with sections 14 to 18.

##### **Calculation of management requirement**

**14.** (1) Subject to section 18, every producer of ITT/AV and every producer of lighting shall make best efforts to manage a minimum amount of materials from each applicable category of EEE during the following applicable performance periods and shall determine the amount using the formulas set out in subsection (3):

1. For producers of ITT/AV, the 2021 and 2022 calendar years.

2. For producers of lighting, the 2023 and 2024 calendar years.

(2) Subject to section 18, every producer of ITT/AV and every producer of lighting shall manage a minimum amount of materials from each applicable category of EEE during the following applicable performance periods and shall determine the amount using the formulas set out in subsection (3):

1. For producers of ITT/AV, the 2023 calendar year and each subsequent calendar year.

2. For producers of lighting, the 2025 calendar year and each subsequent calendar year.

(3) The formulas referred to in subsections (1) and (2) are the following:

1. For producers of ITT/AV for whom the performance period is the 2021 calendar year,

$$Y3 \times MP$$

2. For producers of ITT/AV for whom the performance period is the 2022 calendar year,

$$(Y3 + Y4) / 2 \times MP$$

3. For producers of ITT/AV and for producers of lighting for whom the performance period is the 2023 calendar year or a subsequent calendar year,

$$(Y3 + Y4 + Y5) / 3 \times MP$$

(4) In the formulas set out in subsection (3),

“Y3” is the weight of ITT/AV or lighting, as the case may be, of which the person is a producer, that was supplied in Ontario in the calendar year three years prior to the relevant performance period,

“Y4” is the weight of ITT/AV or lighting, as the case may be, of which the person is a producer, that was supplied in Ontario in the calendar year four years prior to the relevant performance period,

“Y5” is the weight of ITT/AV or lighting, as the case may be, of which the person is a producer, that was supplied in Ontario in the calendar year five years prior to the relevant performance period, and

“MP” is the management percentage for the relevant performance period, which is,

- i. with respect to ITT/AV, 55 per cent for the 2021 and 2022 calendar years, 60 per cent for the 2023 calendar year, 65 per cent for the 2024 calendar year and 70 per cent for the 2025 calendar year and for every subsequent calendar year, and
- ii. with respect to lighting, 30 per cent for the 2023 to 2025 calendar years, 40 per cent for the 2026 calendar year and 50 per cent for the 2027 calendar year and for every subsequent calendar year.

#### **Management of EEE**

**15.** Every producer who is required under section 14 to manage EEE, or to make best efforts to manage EEE, as the case may be, shall ensure that all EEE collected at an EEE collection site by the producer or a producer responsibility organization under Part III is, within three months from the date the EEE is picked up from the collection site,

- (a) processed by an EEE processor who is registered under section 22; or
- (b) managed by an EEE refurbisher who is,
  - (i) registered under section 22, or
  - (ii) not required to register under section 22 as a result of managing less than 10 tonnes of EEE in the calendar year prior to the applicable performance period.

#### **EEE Verification and Audit Procedure**

**16.** (1) With respect to the data used to calculate a management requirement, every producer shall use data determined in accordance with the EEE Verification and Audit Procedure.

(2) Every producer shall ensure that the data referred to in subsection (1) is also verified in accordance with the EEE Verification and Audit Procedure, beginning with respect to data relating to the 2020 calendar year for ITT/AV and to the 2022 calendar year for lighting, and with respect to each subsequent calendar year.

#### **Managed EEE criteria**

**17.** (1) The following conditions apply for the purposes of satisfying a management requirement under section 14:

1. The weight of recovered resources, including batteries removed, that may be counted toward the management requirement must be from either ITT/AV or from lighting, as the case may be, that was used by a consumer in Ontario, from the same category that was used to calculate the management requirement, and that has been, by the end of the management period,
  - i. with respect to recovered resources from ITT/AV or lighting, as the case may be,
    - A. managed in accordance with the EEE Processing and Refurbishing Procedure and provided to a person for reuse by an EEE refurbisher who is registered under section 22 or is not required to register under section 22 as a result of managing less than 10 tonnes of EEE in the calendar year prior to the applicable performance period,
    - B. processed in accordance with the EEE Processing and Refurbishing Procedure by an EEE processor who meets the requirements set out under subsection (4), and
      1. used or destined to be used by a person for the making of new products or packaging, or
      2. subject to subsection (2), if the processed material is glass, used as aggregate; and
  - ii. with respect to recovered resources from batteries removed from ITT/AV or lighting,
    - A. managed by a battery refurbisher who is registered under section 21 of Ontario Regulation 30/20 (Batteries) made under the Act and provided to a person for reuse, or
    - B. processed by a battery processor who meets the requirements set out under subsection (5), and
      1. used or destined to be used by a person for the making of new products or packaging,
      2. used to enrich soil, or
      3. subject to subsection (3), used as aggregate.
2. Subject to paragraph 3, the weight of EEE, including recovered resources from and batteries removed from that EEE, may only be counted once, by one producer, for the purpose of meeting a management requirement and, once counted,

shall not be used toward another management requirement provided for under Ontario Regulation 30/20 (Batteries) or any other regulation made under the Act.

3. In the case of reuse or refurbishment, the weight of EEE, including recovered resources from and batteries removed from that EEE,
  - i. may be counted as two times its actual weight by the producer for the purpose of meeting management requirements under section 14, where the producer utilizes the services of a refurbisher who is located inside Ontario,
  - ii. may be counted as one times its actual weight by the producer for the purpose of meeting management requirements under section 14, where the producer utilizes the services of a refurbisher who is located outside Ontario, and
  - iii. once counted, shall not be used toward another management requirement provided for under Ontario Regulation 30/20 (Batteries) or any other regulation made under the Act.
4. The following must not be counted toward the management requirement:
  - i. The weight of another product that is not ITT/AV or lighting that includes components, parts or peripherals that are ITT/AV or lighting, other than the weight of components, parts or peripherals that are ITT/AV or lighting that have been removed from those products.
  - ii. The weight of materials that are land disposed.
  - iii. The weight of materials that are incinerated.
  - iv. The weight of materials that are used as a fuel or a fuel supplement.
  - v. The weight of materials that are stored, stockpiled, used as daily landfill cover or otherwise deposited on land, unless they are deposited on land in a manner set out in sub-sub-subparagraph 1 i B 2 or sub-sub-subparagraph 1 ii B 2 or 3.

(2) With respect to satisfying the management requirement under section 14, the weight of processed glass used as aggregate, referred to in sub-sub-subparagraph 1 i B 2 of subsection (1), may only account for up to,

- (a) 15 per cent of the management requirement, for ITT/AV; and
- (b) 50 per cent of the management requirement, for lighting.

(3) With respect to satisfying the management requirement under section 14, the weight of material used as aggregate, referred to in sub-sub-subparagraph 1 ii B 3 of subsection (1) may only account for up to 15 per cent of the management requirement.

(4) An EEE processor referred to in sub-subparagraph 1 i B of subsection (1) shall meet the following requirements:

1. The EEE processor shall be registered under section 22.
2. The EEE processor must have an average recycling efficiency rate,
  - i. of at least 80 per cent, with respect to ITT/AV, beginning in the 2023 calendar year,
  - ii. of at least 50 per cent, with respect to lighting, beginning in the 2025 calendar year, and
  - iii. of at least 90 per cent, with respect to mercury removed from lighting, beginning in the 2025 calendar year.

(5) A battery processor referred to in sub-subparagraph 1 ii B of subsection (1) shall meet the following requirements:

1. The battery processor must be registered under section 21 of Ontario Regulation 30/20 (Batteries) made under the Act or not be required to register under that section as a result of processing less than 300 tonnes of batteries, in total, for the purpose of fulfilling producer responsibilities under both that Regulation and this Regulation in the previous calendar year.
2. Beginning in the 2023 calendar year, the battery processor must have an average recycling efficiency rate,
  - i. of at least 70 per cent, with respect to rechargeable batteries, and
  - ii. of at least 80 per cent, with respect to primary batteries.

(6) The data used to calculate the average recycling efficiency rates referred to in paragraph 2 of subsection (4) and paragraph 2 of subsection (5) must be calculated and verified in accordance with the EEE Verification and Audit Procedure.

#### **Reduction of management requirement**

**18.** (1) Subject to subsection (3), if any of the new EEE that was supplied by a producer in Ontario in a calendar year meets the conditions set out in subsection (2), the producer may reduce their management requirement in accordance with the following rules:

1. The producer may reduce the weight used in the relevant formula in section 14 with respect to each year that the EEE that meets the conditions set out in subsection (2) was supplied.
  2. The producer may reduce the weight used with respect to each year referred to in paragraph 1 by the equivalent weight that meets the conditions set out in subsection (2).
  3. The producer may only reduce the management requirement by a maximum of 50 per cent.
- (2) For the purposes of subsection (1), the management requirement determined under section 14 may be reduced in accordance with the following conditions:
1. If any ITT/AV or lighting that was supplied in the calendar years in respect of which the management requirement has been determined contains post-consumer recycled glass or plastic content, and if any batteries in ITT/AV or lighting that were supplied in the calendar year in respect of which the management requirement has been determined contains post-consumer recycled content, the producer may reduce the weight of its supply data for each of those years by the equivalent weight of the post-consumer recycled glass or plastic used in the ITT/AV or lighting, and post-consumer recycled content used in the batteries.
  2. If any ITT/AV that was supplied in the calendar years in respect of which the management requirement has been determined is subject to a manufacturer's warranty that covers the ongoing functionality of the product for the purpose for which it was first marketed for each full calendar year beyond one year from the date of purchase, at no additional charge, the producer may reduce the weight of its supply data by 5 per cent for each additional full calendar year in relation to the weight of the ITT/AV supplied with the warranty.
  3. With respect to ITT/AV that was supplied in the calendar years in respect of which the management requirement has been determined, if the producer of that ITT/AV makes information available to the consumer, at no charge, and tools and parts, at no charge or on a cost recovery basis, to repair the ITT/AV, the producer may reduce the weight of its supply data by 10 per cent of the weight of the ITT/AV for which the information, tools and parts were made available so long as the information, tools and parts remain available to the consumer at the time that the producer must fulfil its reporting obligations under Parts VI and VII.
- (3) The weight associated with any of the reductions referred to in subsection (1) must be verified in accordance with the EEE Verification and Audit Procedure, beginning with respect to data relating to the 2020 calendar year for ITT/AV and to the 2022 calendar year for lighting, and with respect to each subsequent calendar year.

## **PART V PROMOTION AND EDUCATION**

### **Promotion and education, producers**

- 19.** (1) Producers who are required under section 14 to establish and operate a system for managing EEE in the following performance periods shall implement a promotion and education program during each applicable performance period in accordance with subsection (2):
1. For producers of ITT/AV, the 2021 and 2022 performance periods.
  2. For producers of lighting, the 2023 and 2024 performance periods.
- (2) Every producer referred to in subsection (1) shall implement a promotion and education program during each applicable performance period by, at a minimum,
- (a) making reasonable efforts to raise public awareness of the producer's efforts to collect, reduce, reuse, recycle and recover ITT/AV or lighting, as the case may be, and to encourage public participation in those efforts; and
  - (b) publishing and clearly displaying the information set out under subsection (3) on their website,
    - (i) on or before January 1, 2021, if the producer marketed ITT/AV in Ontario between January 1, 2018 and December 31, 2019, or
    - (ii) on or before January 1, 2023 if the producer marketed lighting in Ontario between January 1, 2018 and December 31, 2021.
- (3) The information referred to in clause (2) (b) is the following:
1. The location of each EEE collection site that is part of the producer's collection system, for each applicable category of EEE, where consumers may return the EEE at no charge.
  2. A description of any collection services provided by the producer that are available other than at an EEE collection site.
  3. A description of the resource recovery activities engaged in by the producer for each applicable category of EEE in the course of managing the EEE.

**PART VI  
REGISTRATION**

**Registration, producers and volunteer organizations**

20. (1) Subject to subsection (4), every producer who markets EEE in Ontario shall register with the Authority, through the Registry, by submitting the information set out under subsection (2),

- (a) on or before November 30, 2020, if the producer marketed ITT/AV between January 1, 2018 and November 30, 2020;
- (b) within 30 days of marketing ITT/AV, if the producer markets ITT/AV after November 30, 2020;
- (c) on or before November 30, 2022, if the producer marketed lighting between January 1, 2018 and November 30, 2022; or
- (d) within 30 days of marketing lighting if the producer markets lighting after November 30, 2022.

(2) The information referred to in subsection (1) is the following:

- 1. The producer's name, contact information and any unique identifier assigned by the Registrar.
- 2. The category to which the EEE referred to in subsection (1) belongs.
- 3. The name, contact information and any unique identifier assigned by the Registrar of any producer responsibility organization retained by the producer.
- 4. The name and contact information of an employee of the producer who has authority to bind the corporation or entity and who is responsible for having the registration complete and up to date.
- 5. For producers to whom clause (1) (a) or (c) applies,
  - i. the weight of ITT/AV supplied in Ontario in 2018,
  - ii. the weight of lighting supplied in Ontario in 2018, 2019 and 2020, and
  - iii. with respect to the ITT/AV supplied in Ontario in 2018 or lighting supplied in Ontario in 2018, 2019 and 2020, the weight, if any,
    - A. of post-consumer recycled glass or plastic content contained in the ITT/AV or lighting,
    - B. of post-consumer recycled content contained in the batteries in the ITT/AV or lighting,
    - C. of the ITT/AV that is subject to a warranty, and
    - D. of ITT/AV for which information, tools and parts are made available to the consumer to repair the ITT/AV.
- 6. For producers to whom clause (1) (b) or (d) applies, the date they first marketed the applicable category of EEE in Ontario.

(3) The producer shall submit updated information within 15 days after any change to the information required under subsection (2).

(4) Subsection (1) does not apply to a producer referred to in clause 5 (1) (b), (c) or (d) with respect to a brand of EEE owned by a volunteer organization if,

- (a) the producer has entered into an agreement described in clause 7 (d) with the volunteer organization for the purpose of carrying out the producer's responsibilities relating to registration under this section; and
- (b) the volunteer organization has registered under subsection (5),
  - (i) on or before November 30, 2020, with respect to a producer referred to in clause (1) (a),
  - (ii) on or before November 30, 2022, with respect to a producer referred to in clause (1) (c), or
  - (iii) within 30 days of the producer marketing EEE, with respect to a producer referred to in clause (1) (b) or (d).

(5) The volunteer organization may register with the Authority, through the Registry, by submitting the following information:

- 1. The volunteer organization's name, contact information and any unique identifier assigned by the Registrar.
- 2. The name, contact information and any unique identifier assigned by the Registrar of any producer responsibility organization retained by the volunteer organization.
- 3. The name and contact information of an employee of the volunteer organization who has authority to bind the corporation or entity and who is responsible for ensuring the registration is complete and up to date.

4. The brand and categories of EEE in respect of which the volunteer organization is a brand holder who owns the brand and in respect of which the registration relates.
5. With respect to each producer referred to in clause (1) (a) or (c) who has entered into an agreement described in clause 7 (d) with the volunteer organization for the purpose of registration and to whom the registration relates,
  - i. the producer's name, contact information and any unique identifier assigned by the Registrar,
  - ii. the weight of ITT/AV supplied in Ontario in 2018,
  - iii. the weight of lighting supplied in Ontario in 2018, 2019 and 2020,
  - iv. with respect to the ITT/AV supplied in Ontario in 2018 or lighting supplied in Ontario in 2018, 2019 and 2020, the weight, if any,
    - A. of post-consumer recycled glass or plastic content contained in the ITT/AV or lighting,
    - B. of post-consumer recycled content contained in the batteries in the ITT/AV or lighting,
    - C. of the ITT/AV that is subject to a warranty, and
    - D. of ITT/AV for which information, tools and parts are made available to the consumer to repair the ITT/AV, and
  - v. a signed attestation provided by the producer and the volunteer organization stating that an agreement described in clause 7 (d) has been entered into between them.
6. With respect to each producer referred to in clause (1) (b) or (d) who entered into an agreement described in clause 7 (d) with the volunteer organization for the purpose of registration and to whom the registration relates,
  - i. the producer's name, contact information and any unique identifier assigned by the Registrar,
  - ii. the date each producer first marketed the applicable category of EEE in Ontario, and
  - iii. a signed attestation provided by the producer and the volunteer organization stating that an agreement described in clause 7 (d) has been entered into between them.

(6) The volunteer organization shall submit updated information within 15 days after any change to the information required under subsection (5).

**Registration, producer responsibility organizations**

**21.** (1) Every producer responsibility organization shall, within 30 days of being retained by a producer, register with the Authority, through the Registry, by submitting the following information:

1. The producer responsibility organization's name, contact information and any unique identifier assigned by the Registrar.
2. The category of EEE in respect of which the producer responsibility organization is retained.
3. With respect to each producer who has retained the producer responsibility organization,
  - i. the name, contact information and any unique identifier assigned by the Registrar, and
  - ii. a description of the producer responsibilities relating to EEE that the producer responsibility organization has been retained to carry out.
4. The name and contact information of an employee of the producer responsibility organization who has authority to bind the corporation or entity and who is responsible for ensuring the registration is complete and up to date.

(2) The producer responsibility organization shall submit updated information within 15 days of any change to the information required under subsection (1).

**Registration, EEE haulers, processors and refurbishers**

**22.** (1) Every EEE hauler and EEE processor shall register with the Authority, through the Registry, by submitting the information set out under subsection (3),

- (a) on or before November 30, 2020, if the EEE hauler or EEE processor arranges for the transport of or processes ITT/AV, as the case may be, on or before November 30, 2020;
- (b) if the EEE hauler or EEE processor arranges for the transport of or processes ITT/AV, as the case may be, after November 30, 2020, within 30 days of the ITT/AV being transported or processed;
- (c) on or before November 30, 2022, if the EEE hauler or EEE processor arranges for the transport of or processes lighting, as the case may be, on or before November 30, 2022; or

- (d) if the EEE hauler or EEE processor arranges for the transport of or processes lighting, as the case may be, after November 30, 2022, within 30 days of the lighting being transported or processed.
- (2) Every EEE refurbisher shall register with the Authority, through the Registry, by submitting the information set out under subsection (3),
- (a) with respect to ITT/AV,
- (i) on or before November 30, 2020, if the EEE refurbisher refurbished 10 tonnes or more of ITT/AV in 2019,
  - (ii) on or before January 31, 2021, if the EEE refurbisher refurbished 10 tonnes or more of ITT/AV in 2020, or
  - (iii) if the EEE refurbisher refurbishes 10 tonnes or more of ITT/AV for the purpose of fulfilling producer responsibilities in a calendar year, beginning in 2021, on or before January 31 in the calendar year immediately following the year in which the ITT/AV was refurbished; or
- (b) with respect to lighting,
- (i) on or before November 30, 2022, if the EEE refurbisher refurbished 10 tonnes or more of lighting in 2021,
  - (ii) on or before January 31, 2023, if the EEE refurbisher refurbished 10 tonnes or more of lighting in 2022, or
  - (iii) if the EEE refurbisher refurbishes 10 tonnes or more of lighting for the purpose of fulfilling producer responsibilities in a calendar year, beginning in 2023, on or before January 31 in the calendar year immediately following the year in which the lighting was refurbished.
- (3) The information referred to in subsections (1) and (2) is the following:
1. The name, contact information and any unique identifier assigned by the Registrar of the EEE hauler, EEE processor or EEE refurbisher, as the case may be.
  2. The name and contact information of an employee of the EEE hauler, EEE processor or EEE refurbisher, as the case may be, who has authority to bind the corporation or entity and who is responsible for ensuring the registration is complete and up to date.
  3. If the person is an EEE hauler, each category of EEE for which the person arranges transport.
  4. If the person is an EEE processor, each category of EEE the person processes, the location of each site where the person receives and processes EEE and the types of processed materials that result from the processing.
  5. If the person is an EEE refurbisher, each category of EEE the person refurbishes or provides for reuse, and the location of each site where the person does the refurbishing or the preparation for the reuse.
- (4) The EEE hauler, EEE processor or EEE refurbisher, as the case may be, shall submit updated information within 15 days of any change to the information required under subsection (3).

## PART VII REPORTING, AUDITING AND RECORD KEEPING

### Initial report, collection and management

- 23.** (1) Subject to subsection (3), every producer of ITT/AV who is required to register under clause 20 (1) (a) and every producer of lighting who is required to register under clause 20 (1) (c) shall submit a report to the Authority, through the Registry, that complies with subsection (2),
- (a) on or before April 30, 2021, with respect to producers of ITT/AV referred to in clause 20 (1) (a); and
  - (b) on or before April 30, 2023, with respect to producers of lighting referred to in clause 20 (1) (c).
- (2) The report referred to in subsection (1) must contain a description of how the producer is fulfilling or plans to fulfil their responsibilities relating to each applicable category of EEE, including the following:
1. The location of each EEE collection site that is part of the producer's collection system, and the name and contact information of the operator of the site.
  2. The name, contact information and any unique identifier assigned by the Registrar of each EEE hauler, EEE processor, EEE refurbisher, battery hauler, battery processor and battery refurbisher that is part of the producer's collection or management system.
  3. A description of any collection services provided by the producer that are available other than at an EEE collection site, including the name and contact information of the person who owns, operates or provides the service.
- (3) Subsection (1) does not apply to a producer referred to in clause 5 (1) (b), (c) or (d) if,
- (a) a volunteer organization has submitted a registration with respect to the producer under subsection 20 (5);



- (b) the producer has entered into an agreement described in clause 7 (d) with the volunteer organization for the purpose of carrying out the producer's responsibilities relating to reporting under this section; and
- (c) the volunteer organization has submitted a report to the Authority, through the Registry, that complies with subsection (4),
  - (i) on or before April 15, 2021, with respect to ITT/AV, and
  - (ii) on or before April 15, 2023, with respect to lighting.
- (4) The report referred to in clause (3) (c) must contain the following information with respect to the producer:
  1. The location of each EEE collection site that is part of the producer's collection system, for each category of EEE, and the name and contact information of the operator of the site.
  2. The name, contact information and any unique identifier assigned by the Registrar of each EEE hauler, EEE processor, EEE refurbisher, battery hauler, battery processor and battery refurbisher that is part of the producer's collection or management system.
  3. A description of any collection services provided by the producer or by the volunteer organization that are available other than at an EEE collection site, including the name and contact information of the person who owns, operates or provides the service.

**Initial report, producers and volunteer organizations**

**24.** (1) Subject to subsection (3), on or before April 30, 2021, every producer who supplied ITT/AV in Ontario in 2019 and who is required to register under clause 20 (1) (a) shall submit a report to the Authority, through the Registry, that contains the following information:

1. The weight of ITT/AV supplied in Ontario in 2019 by the producer.
2. With respect to the ITT/AV supplied in Ontario in 2019, the weight, if any,
  - i. of post-consumer recycled glass or plastic content contained in the ITT/AV,
  - ii. of post-consumer recycled content contained in the batteries in the ITT/AV,
  - iii. of the ITT/AV that is subject to a warranty, and
  - iv. of ITT/AV for which information, tools and parts are made available to the consumer to repair the ITT/AV.

(2) Subject to subsection (3), on or before April 30, 2023, every producer who supplied lighting in Ontario in 2021 and who is required to register under clause 20 (1) (c) shall submit a report to the Authority, through the Registry, that contains the following information:

1. The weight of lighting supplied in Ontario in 2021 by the producer.
2. With respect to the lighting supplied in Ontario in 2021, the weight, if any,
  - i. of post-consumer recycled glass or plastic content contained in the lighting, or
  - ii. of post-consumer recycled content contained in the batteries in the lighting.

(3) Subsections (1) and (2) do not apply to a producer referred to in clause 5 (1) (b), (c) or (d) if,

- (a) a volunteer organization has submitted a registration with respect to the producer under subsection 20 (5);
- (b) the producer has entered into an agreement described in clause 7 (d) with the volunteer organization for the purpose of carrying out the producer's responsibilities relating to reporting under this section; and
- (c) the volunteer organization has submitted a report to the Authority, through the Registry, that complies with subsection (4),
  - (i) on or before April 15, 2021, with respect to ITT/AV, and
  - (ii) on or before April 15, 2023, with respect to lighting.
- (4) The report referred to in clause (3) (c) must contain the following information with respect to the producer, relating to the EEE identified by the volunteer organization under paragraph 4 of subsection 20 (5) in their registration:
  1. If the producer supplied ITT/AV in Ontario in 2019, the weight of that EEE.
  2. If the producer supplied lighting in Ontario in 2021, the weight of that EEE.
  3. With respect to the EEE referred to in paragraphs 1 and 2, the weight, if any,
    - i. of post-consumer recycled glass or plastic content contained in the ITT/AV or lighting,

- ii. of post-consumer recycled content contained in the batteries in the ITT/AV or lighting,
- iii. of the ITT/AV that is subject to a warranty, and
- iv. of ITT/AV for which information, tools and parts are made available to the consumer to repair the ITT/AV.

**Annual report, producers and volunteer organizations**

**25.** (1) Subject to subsection (3), every producer of ITT/AV and every producer of lighting who is required to register under subsection 20 (1) shall submit a report to the Authority, through the Registry, that complies with subsection (2),

- (a) on or before April 30, 2022 and on or before April 30 in each subsequent year, with respect to producers of ITT/AV; and
- (b) on or before April 30, 2024 and on or before April 30 in each subsequent year, with respect to producers of lighting.

(2) The report referred to in subsection (1) must contain the following information with respect to each applicable category of EEE:

1. A description of the actions taken by the producer in the previous performance period to fulfil their responsibilities relating to the requirements set out under Parts III and IV and section 19.
2. A description of how the producer and any producer responsibility organization retained by the producer satisfied the management requirement in the previous performance period, including the following information:
  - i. The weight of EEE that was refurbished, including the weight of any parts, components, peripherals or batteries removed from EEE that were refurbished.
  - ii. The weight of EEE that was reused, including the weight of any parts, components, peripherals or batteries removed from EEE that were reused.
  - iii. The total weight of processed materials that resulted from the processing of EEE that were,
    - A. provided to a person for the making of new products or packaging, or
    - B. used as aggregate, if the processed material is glass.
  - iv. The total weight of processed materials that resulted from the processing of batteries removed from EEE that were,
    - A. provided to a person for the making of new products or packaging,
    - B. used to enrich soil, or
    - C. used as aggregate.
  - v. The total weight of EEE and the weight of processed materials from the EEE, including batteries removed from the EEE, that were,
    - A. land disposed,
    - B. incinerated,
    - C. used as a fuel or a fuel supplement,
    - D. stored, stockpiled, used as daily landfill cover or otherwise deposited on land,
    - E. used as aggregate, if the processed material is glass, with respect to any aggregate that was used beyond the 15 per cent maximum for ITT/AV or the 50 per cent maximum for lighting, as permitted under subsection 17 (2), or
    - F. used as aggregate, with respect to any aggregate that was used beyond the 15 per cent maximum for batteries, as permitted under subsection 17 (3).
3. The weight of ITT/AV or lighting supplied in Ontario in the calendar year two years prior and the weight, if any,
  - i. of post-consumer recycled glass or plastic content contained in the ITT/AV or lighting,
  - ii. of post-consumer recycled content contained in the batteries in the ITT/AV or lighting,
  - iii. of the ITT/AV that is subject to a warranty, and
  - iv. of ITT/AV for which information, tools and parts are made available to the consumer to repair the ITT/AV.

(3) Subsection (1) does not apply to a producer referred to in clause 5 (1) (b), (c) or (d) if,

- (a) a volunteer organization has submitted a registration with respect to the producer under subsection 20 (5);

- (b) the producer has entered into an agreement described in clause 7 (d) with the volunteer organization for the purpose of carrying out the producer's responsibilities relating to reporting under this section; and
- (c) on or before April 15 in the year in which the report under subsection (1) is required to be submitted, the volunteer organization has submitted a report to the Authority, through the Registry, that complies with subsection (4).
- (4) The report referred to in clause (3) (c) must contain the following information with respect to the producer:
  - 1. A description of the actions taken by the volunteer organization in the previous performance period to carry out the responsibilities of the producer.
  - 2. A description of any actions taken in the previous performance period by the volunteer organization and any producer responsibility organization retained by the volunteer organization in relation to satisfying the producer's management requirement, including the following information:
    - i. The weight of EEE that was refurbished, including the weight of any parts, components, peripherals or batteries removed from EEE that were refurbished.
    - ii. The weight of EEE that was reused, including the weight of any parts, components, peripherals or batteries removed from EEE that were reused.
    - iii The total weight of processed materials that resulted from the processing of EEE that were,
      - A. provided to a person for the making of new products or packaging, or
      - B. used as aggregate, if the processed material is glass.
    - iv. The total weight of processed materials that resulted from the processing of batteries removed from EEE that were,
      - A. provided to a person for the making of new products or packaging,
      - B. used to enrich soil, or
      - C. used as aggregate.
    - v. The total weight of EEE and the weight of processed materials from the EEE, including batteries removed from EEE, that were,
      - A. land disposed,
      - B. incinerated,
      - C. used as a fuel or a fuel supplement,
      - D. stored, stockpiled, used as daily landfill cover or otherwise deposited on land,
      - E. used as aggregate, if the processed material is glass, with respect to any aggregate that was used beyond the 15 per cent maximum for ITT/AV or the 50 per cent maximum for lighting, as permitted under subsection 17 (2), or
      - F. used as aggregate, with respect to any aggregate that was used beyond the 15 per cent maximum for batteries, as permitted under subsection 17 (3).
  - 3. The weight of EEE identified in paragraph 4 of subsection 20 (5) that was supplied in Ontario by the producer in the calendar year two years prior and the weight, if any,
    - i. of post-consumer recycled glass or plastic content contained in the ITT/AV or lighting,
    - ii. of post-consumer recycled content contained in the batteries in the ITT/AV or lighting,
    - iii. of the ITT/AV that is subject to a warranty, and
    - iv. of ITT/AV for which information, tools and parts are made available to the consumer to repair the ITT/AV.

**Annual report, producer responsibility organizations**

- 26.** (1) Every producer responsibility organization that is retained with respect to ITT/AV or lighting and is required to register under section 21 shall submit a report to the Authority, through the Registry, that complies with subsection (2),
- (a) on or before April 30, 2022 and on or before April 30 in each subsequent year, with respect to producer responsibility organizations for ITT/AV; and
  - (b) on or before April 30, 2024 and on or before April 30 in each subsequent year, with respect to producer responsibility organizations for lighting.

(2) The report referred to in subsection (1) must contain the following information with respect to each applicable category of EEE in the previous performance period:

1. The weight of EEE collected by the producer responsibility organization.
2. A list of every EEE processor and EEE refurbisher that the producer responsibility organization retains to process or refurbish EEE, including any unique identifier assigned by the Registrar, and the weight of the processed materials and refurbished EEE managed by each EEE processor or EEE refurbisher.
3. A list of every battery processor and battery refurbisher that the producer responsibility organization retains to process or refurbish batteries, including any unique identifier assigned by the Registrar, and the weight of the processed batteries and refurbished batteries managed by each battery processor or battery refurbisher.
4. The weight of refurbished EEE, including the weight of batteries removed from EEE that were refurbished, and the weight of processed materials allocated to each producer who retained the producer responsibility organization's services for the purpose of satisfying their management requirement under section 14.
5. The number and location of EEE collection sites or public EEE collection events, and a description of any collection services, arranged, established or operated on behalf of each producer by the producer responsibility organization and the producer's name, contact information and any unique identifier assigned by the Registrar.

**Annual report, EEE haulers**

**27.** (1) Every EEE hauler who is required to register under section 22 shall submit a report to the Authority, through the Registry, that complies with subsection (2),

- (a) on or before April 30, 2022 and on or before April 30 in each subsequent year, with respect to EEE haulers of ITT/AV; and
- (b) on or before April 30, 2024 and on or before April 30 in each subsequent year, with respect to EEE haulers of lighting.

(2) The report referred to in subsection (1) must contain the following information with respect to each applicable category of EEE in the previous performance period:

1. The weight of EEE picked up from an EEE collection site or from a person and the name and contact information of the operator of the site or person.
2. For each EEE refurbisher to whom the EEE hauler provided EEE referred to in paragraph 1, the weight of EEE provided and the EEE refurbisher's name, contact information and any unique identifier assigned by the Registrar.
3. For each EEE processor to whom the EEE hauler provided EEE referred to in paragraph 1, the weight of EEE provided and the EEE processor's name, contact information and any unique identifier assigned by the Registrar.
4. If the EEE hauler is part of a producer's collection system, the name, contact information and any unique identifier assigned by the Registrar of the producer or of the producer responsibility organization retained by the producer.
5. If any of the EEE referred to in paragraph 1 was collected from outside of Ontario, the weight of that EEE.

**Annual report, EEE processors**

**28.** (1) Every EEE processor who is required to register under section 22 shall submit a report to the Authority, through the Registry, that complies with subsection (2),

- (a) on or before April 30, 2022 and on or before April 30 in each subsequent year, with respect to EEE processors of ITT/AV; and
- (b) on or before April 30, 2024 and on or before April 30 in each subsequent year, with respect to EEE processors of lighting.

(2) Subject to subsection (3), the report referred to in subsection (1) must contain the following information with respect to each applicable category of EEE in the previous performance period:

1. The weight of each applicable category of EEE and the weight of processed materials derived from EEE received from an EEE hauler or any other person at each site where the EEE processor receives and processes EEE and the EEE hauler's or the other person's name, contact information and any unique identifier assigned by the Registrar.
2. The weight of EEE referred to in paragraph 1 that the EEE processor sold or provided for refurbishing or reuse.
3. A description of the processing activities undertaken by the EEE processor, including the weight of EEE referred to in paragraph 1 that was processed and the weight of the processed materials, by material type.
4. With respect to the processed materials referred to in paragraph 3,
  - i. a list of the types of products and packaging that were made by the EEE processor and the weight of the processed materials that were used in the making of such products and packaging,

- ii. the weight of the processed materials that were sent by the EEE processor to another person for the purpose of making products and packaging and the types of products and packaging that were made by the other person with the processed materials,
  - iii. the weight of the processed materials that were used as aggregate, if the processed material is glass.
5. The weight of EEE referred to in paragraph 1 and the weight of processed materials referred to in paragraph 3 that were,
- i. land disposed,
  - ii. incinerated,
  - iii. used as a fuel or a fuel supplement,
  - iv. stored, stockpiled, used as daily landfill cover or otherwise deposited on land, or
  - v. used as aggregate, if the processed material is glass, with respect to any aggregate that was used beyond the 15 per cent maximum for ITT/AV or the 50 per cent maximum for lighting, as permitted under subsection 17 (2).
6. If the EEE processor is part of a producer's management system, the name, contact information and any unique identifier assigned by the Registrar of the producer or of the producer responsibility organization retained by the producer.
7. The recycling efficiency rate, verified in accordance with the EEE Verification and Audit Procedure, of the EEE processor for each category of EEE processed at the facility and a description of the methodology and information used to calculate and verify the recycling efficiency rate.
8. The weight of batteries removed from EEE and sent to another person for resource recovery or disposal, including the name, contact information and any unique identifier assigned by the Registrar.
- (3) The information provided under paragraphs 1 to 5 and 8 of subsection (2) must include information with respect to EEE, and any processed materials derived from EEE, collected in Ontario as well as outside of Ontario.

#### **Annual report, EEE refurbishers**

**29.** (1) Every EEE refurbisher who is required to register under section 22 shall submit a report to the Authority, through the Registry, that complies with subsection (2),

- (a) on or before April 30, 2022 and on or before April 30 in each subsequent year, with respect to EEE refurbishers of ITT/AV; and
- (b) on or before April 30, 2024 and on or before April 30 in each subsequent year, with respect to EEE refurbishers of lighting.

(2) The report referred to in subsection (1) must contain the following information with respect to each applicable category of EEE in the previous performance period:

- 1. The weight of EEE received from an EEE hauler or any other person at each site where the EEE refurbisher receives and refurbishes EEE and the EEE hauler's or the person's name, contact information and any unique identifier assigned by the Registrar.
- 2. The weight of EEE referred to in paragraph 1 that was refurbished or provided for reuse.
- 3. The weight of EEE referred to in paragraph 1 that was sent for resource recovery or disposal, including the person's name, contact information and any unique identifier assigned by the Registrar.
- 4. If the EEE refurbisher is part of a producer's management system, the name, contact information and any unique identifier assigned by the Registrar of the producer or of the producer responsibility organization retained by the producer.
- 5. The weight of batteries removed from EEE and sent to another person for resource recovery or disposal, including the person's name, contact information and any unique identifier assigned by the Registrar.

(3) The information provided under paragraphs 1 to 3 and 5 of subsection (2) must include information with respect to EEE, and any processed material derived from EEE, collected in Ontario as well as outside Ontario.

#### **Records**

**30.** Every producer, producer responsibility organization, EEE hauler, EEE processor, EEE refurbisher and volunteer organization shall keep the following applicable records in a paper or electronic format that can be examined or accessed in Ontario for a period of five years from the date of creation:

- 1. Records related to arranging for the establishment or operation of a collection or management system for the purpose of fulfilling their responsibilities relating to EEE.

2. Records related to establishing or operating a collection or management system for the purposes of fulfilling their responsibilities relating to EEE.
3. Records related to information required to be submitted to the Authority, through the Registry.
4. Records related to implementing a promotion and education program required under this Regulation.
5. Records related to the weight of EEE supplied in Ontario, regardless of whether registration is required by the producer.
6. Records related to the weight of EEE that is refurbished, regardless of whether registration is required by the EEE refurbisher.
7. Any agreements that relate to paragraph 1, 2, 3, 4, 5 or 6.

**Records, EEE collection sites**

**31.** (1) Every operator of an EEE collection site at which ITT/AV or lighting is collected shall keep the following records with respect to each applicable category of EEE collected at each site, if there is more than one, in a paper or electronic format that can be examined or accessed in Ontario for a period of five years from the date of creation:

1. The weight of EEE that was collected.
2. The weight of EEE referred to in paragraph 1 that the operator provided for reuse or refurbishing or sent for processing.
3. For each EEE hauler to whom the operator provided EEE referred to in paragraph 1, the weight of the EEE provided and the EEE hauler's name, contact information and any unique identifier assigned by the Registrar.
4. If any of the EEE referred to in paragraph 1 was collected from outside of Ontario, the weight of that EEE.

(2) If an EEE processor, an EEE refurbisher or the operator of an EEE collection site that is not part of a retail location collects more than 50 kilograms of ITT/AV or five kilograms of lighting from a person on a single day, the EEE processor, EEE refurbisher or operator of the EEE collection site, as the case may be, shall keep the following records, in a paper or electronic format that can be examined or accessed in Ontario for a period of five years from the date of creation:

1. The person's name, contact information and any unique identifier assigned by the Registrar.
2. The weight of EEE accepted on that day from that person.

**Audit, management systems**

**32.** (1) Every producer shall cause an audit to be undertaken of the practices and procedures the producer implemented in order to comply with sections 13 to 17,

- (a) on or before April 30, 2024,
  - (i) with respect to ITT/AV the producer was responsible for in 2022 and 2023, and
  - (ii) with respect to lighting the producer was responsible for in 2023; and
- (b) on or before April 30, 2027 and on or before April 30 in every third performance period after that, with respect to each category of EEE the producer was responsible for in the three immediately preceding calendar years.

(2) On or before April 30 in any year in which an audit is required under subsection (1), the producer shall prepare and submit a copy of a report on the audit to the Authority, through the Registry, that includes the following with respect to each applicable category of EEE:

1. The weight of EEE that was refurbished, including the weight of any parts, components, peripherals or batteries removed from EEE that were refurbished.
2. The weight of EEE that was reused, including the weight of any parts, components, peripherals or batteries removed from EEE that were reused.
3. The weight of processed materials that resulted from the processing of EEE that were,
  - i. provided to a person for the making of new products or packaging, or
  - ii. used as aggregate, if the processed material is glass.
4. The weight of processed materials that resulted from the processing of batteries removed from EEE that were,
  - i. provided to a person for the making of new products or packaging,
  - ii. used to enrich soil, or
  - iii. used as aggregate.

5. A list of the types of products and packaging that were made with the processed materials referred to in paragraphs 3 and 4.
6. The weight of EEE and the weight of processed materials referred to in paragraphs 3 and 4 that were,
  - i. land disposed,
  - ii. incinerated,
  - iii. used as a fuel or a fuel supplement,
  - iv. stored, stockpiled, used as daily landfill cover or otherwise deposited on land,
  - v. used as aggregate, if the processed material is glass, with respect to any aggregate that was used beyond the 15 per cent maximum for ITT/AV or the 50 per cent maximum for lighting, as permitted under subsection 17 (2), or
  - vi. used as aggregate, with respect to any aggregate that was used beyond the 15 per cent maximum for batteries, as permitted under subsection 17 (3).
7. A statement confirming whether the producer satisfied their management requirement.

(3) The audit referred to in subsection (1) must be conducted by an independent auditor who is licensed or holds a certificate of authorization under the *Public Accounting Act, 2004* and in accordance with the procedures set out in the EEE Verification and Audit Procedure.

#### Access to information and privacy

33. (1) Subject to subsection (2), information and data submitted under this Regulation to the Authority through the Registry shall not be posted on the Registry, unless it is posted in a manner that is consistent with the “Access and Privacy Code” published by the Authority and dated December 14, 2017, as amended from time to time, and available on the website of the Registry.

- (2) For greater certainty, the Authority shall not post information, including data, that is,
  - (a) provided by or on behalf of a producer and that relates to the producer’s supply of, or management of, EEE; or
  - (b) classified as “commercially sensitive information”, “confidential information” or “personal information”, as those terms are defined in the “Access and Privacy Code” referred to in subsection (1), as amended from time to time.

### PART VIII AMENDMENTS AND COMMENCEMENT

#### Amendments

34. (1) **Section 19 of this Regulation is revoked.**
- (2) **Paragraph 1 of subsection 25 (2) of this Regulation is amended by striking out “and section 19” at the end.**

#### Commencement

35. (1) **Subject to subsection (2), this Regulation comes into force on the day it is filed.**
- (2) **Section 34 comes into force on July 1, 2025.**

### SCHEDULE 1 CATEGORIES OF ELECTRICAL AND ELECTRONIC EQUIPMENT

#### Information technology, telecommunications and audio visual equipment

1. Information technology, telecommunications and audio visual equipment includes the following:
  1. Computers.
  2. Printers (desktop and floor-standing), including printer cartridges.
  3. Video gaming devices.
  4. Telephones, including cellular phones.
  5. Display devices.
  6. Radios and stereos, including after-market vehicle stereos.
  7. Headphones.
  8. Speakers.
  9. Cameras, including security cameras.

10. Video recorders.
11. Drones with audio or visual recording equipment.
12. Peripherals and cables used to support the function of information technology, telecommunications and audio visual equipment, including charging equipment.
13. Parts of information technology, telecommunications and audio visual equipment sold separately, such as hard drives.
14. Handheld point-of-sale terminals or devices.
15. Musical instruments and audio recording equipment.

**Lighting**

2. Lighting includes the following:
  1. Light bulbs, tubes and lamps, including incandescent, fluorescent, halogen, light emitting diode (LED) and high intensity discharge (HID) lamps.

Français

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## REPORT TO COUNCIL

Meeting Date: 12/15/2020

Report Number: 2020-DEV-062

Presented by: enter presenters name

Department: Development Services

### REPORT TITLE

Award of RFT-561-20 Animal Control Services

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-DEV-062 entitled “**Award of RFT-561-20 Animal Control Services**” be received,

**THAT** Council hereby awards the tender to Tracy Barbe for a total amount of \$354,195.00 + HST over a five-year period, and

**THAT** staff is hereby authorized to execute the necessary documents to complete the terms of RFT-561-20.

### BACKGROUND

The Animal Control Services contract with the current service provider will expire in the Spring of 2021. In anticipation of the expiration, staff prepared and released RFT-561-20 to ensure there was no interruption in animal control services.

There were elements of the current animal control services contract that staff felt needed to be modified, in order to remain consistent with the Corporate Strategic Plan. The major changes to the contract are as follows:

- Revenues and associated documentation will come directly to the Town of Kirkland Lake instead of the contractor;
- Billing will be issued by the Town’s Finance Division instead of through the contractor; and
- There will be no more above and beyond costs associated with the contract, as it relates to euthanasia or relocation of animals.

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These changes will increase transparency and assist the Town in properly tracking and accounting for animal control services in the future.

In response to the Tender, only one submission was received.

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

The only submission was received from Ms. Tracy Barbe, who has been successfully managing the Animal Control Services contract for the Town of Kirkland Lake for the last five years. On many occasions, Ms. Barbe has gone above and beyond the requirements in the contract to ensure the best care for animals in Kirkland Lake. Staff are confident that this level of service will continue, should Council award the tender to Ms. Barbe.

## **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**

Bringing the service in house was considered; however, based on a financial analysis, it does not prove to be prudent. The necessary hours of operation would involve hiring more than one employee to complete the work, making the service more expensive to operate in-house. In addition, the municipality would be required to complete a number of one-time purchases such as carriers, cages, and other equipment.

Keeping the contract as is could be considered; however, this is not recommended. There is risk associated with the current contract. Staff are unaware of how much boarding takes place and has no way of confirming the displacement of animals, to which the Town pays \$20 per animal above and beyond the contract. Staff also have no way of tracking the dog tags that are issued. Although there are no concerns with trust, it does put the Town in a precarious position should proof or documentation be required.

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

The existing contract has an annual price of \$45,000 + HST. According to Ms. Barbe, many of the responsibilities fall beyond the scope of the existing contract. In order to maintain the existing level of service and to ensure regulatory requirements are met, these have been added to the responsibilities in the contract. The contract price has significantly increased as a result.

The annual price of the contract is \$70,839.00 + HST. Over five years, the contract will cost the municipality \$354,195.00. The Town will realize revenues associated with impound fees, dog tags and ticketing moving forward to offset the increased contract expense. Ms. Barbe estimates approximately \$800.00 per month, or \$9,600 annually, in offsetting revenue.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

The following Strategic Priorities have been considered in the development of this report and recommendations to Council:

- Action Item No. OE-02 specifies that Council shall “complete cost analyses to assess the hiring of staff vs. procuring contractors for delivery of services”.
- Action Item No. ED-8 specifies that Council shall “support local businesses”.

## **ACCESSIBILITY CONSIDERATIONS**

Not applicable.

## **CONSULTATIONS**

Keith Gorman, Director of Corporate Services  
Richard McGee, Chief Administration Officer

## **ATTACHMENTS**

Attachment 1: Tender Bid Sheet received from Ms. Tracy Barbe  
Attachment 2: Contracted Service vs. Municipally Operated Comparative


## Animal Control Projected Expenses RFT-561-20

Business Number /HST

RT000185012675

### Projected Expenses Per year

Salary (Industry Standard)	\$	55,000.00
Bodily Injury Insurance	\$	300.00
Business Liability Insurance	\$	1,200.00
Business Vehicle Insurance	\$	1,211.00
Regular Vehicle Maintenance/usage/depreciation/snow tires	\$	2,500.00
Gasoline	\$	2,500.00
Veterinary Services (injured Animals/after hours vet service)	\$	1,000.00
Animal food	\$	600.00
Euthanasia (based on most per year)	\$	500.00
Sanitizer/cleaning products/Laundry/cleaning equipment	\$	720.00
Misc. purchase	\$	300.00
office supplies/postage/toner/paper products/Business cards	\$	750.00
Web page Maintenance Fees	\$	150.00
Cell Phone (\$75.00 monthly)	\$	900.00
Live Line Service (after hour- monthly cost \$109) Negotiable	\$	1,308.00
Land Line/Telephone/Internet	\$	1,200.00
AASA Professional shelter/pound organization	\$	100.00
MK Bookkeeping services	\$	300.00
Uniforms and safety equipment	\$	300.00
	<b>Subtotal</b>	\$ 70,839.00
	<b>HST</b>	\$ 9,209.07
	<b>Total Yearly Contract Total</b>	<u>\$ 80,048.07</u>
	<b>Five Year Contract total</b>	<u>\$ 400,240.35</u>

  
Nov. 24, 2020

**Contracted Service vs. Municipally Operated Financial Comparative  
Animal Control - Town of Kirkland Lake**

**Year One Comparative:**

<b>Estimated Expenditures</b>	<b>Municipal</b>	<b>Contractor</b>	<b>Incremental</b>	
Wages & Related Burden	\$ 78,000	\$ 55,000	\$ 23,000	<b>1</b>
Equipment Costs	8,520	6,211	2,309	<b>2</b>
Office & Administrative	4,520	7,528	(3,008)	<b>3</b>
Animal Care & Related	2,100	2,100	-	
<b>Estimated Annual Costs</b>	<b>\$ 93,140</b>	<b>\$ 70,839</b>	<b>\$ 22,301</b>	

**1** Wages and payroll burden for 1.25 FTE

**2** Incremental costs primarily due to requirement of vehicle

**3** Anticipated savings noted on things such as web page, after hours line, bookkeeping and similar (utilizing existing resources within Corporation).

**Life of Contract:**

<b>Scenario 1 (Contracted Service)</b>						
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Contract</b>
<b>Anticipated Revenues</b>	\$ 9,600	\$ 9,744	\$ 9,890	\$ 10,039	\$ 10,189	\$ 49,462
Expenses:						
Contractor Costs	70,839	70,839	70,839	70,839	70,839	354,195
Facility Costs	4,000	4,060	4,121	4,183	4,245	20,609
<b>Estimated Expenditures</b>	<b>74,839</b>	<b>74,899</b>	<b>74,960</b>	<b>75,022</b>	<b>75,084</b>	<b>374,804</b>
<b>Net</b>	<b>(65,239)</b>	<b>(65,155)</b>	<b>(65,070)</b>	<b>(64,983)</b>	<b>(64,895)</b>	<b>(325,342)</b>

<b>Scenario 2 (Municipally Operated)</b>						
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Contract</b>
<b>Anticipated Revenues</b>	\$ 9,600	\$ 9,744	\$ 9,890	\$ 10,039	\$ 10,189	\$ 49,462
Expenses:						
Operating Costs	93,540	94,943	96,367	97,813	99,280	481,943
Facility Costs	4,000	4,060	4,121	4,183	4,245	20,609
<b>Estimated Expenditures</b>	<b>97,540</b>	<b>99,003</b>	<b>100,488</b>	<b>101,995</b>	<b>103,525</b>	<b>502,552</b>
<b>Net</b>	<b>(87,940)</b>	<b>(89,259)</b>	<b>(90,598)</b>	<b>(91,957)</b>	<b>(93,336)</b>	<b>(453,090)</b>

<b>Estimated Savings</b>	<b>\$ 22,701</b>	<b>\$ 24,104</b>	<b>\$ 25,528</b>	<b>\$ 26,974</b>	<b>\$ 28,441</b>	<b>\$ 127,748</b>
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## REPORT TO COUNCIL

Meeting Date: 12/15/2020

Report Number: 2020-FIN-010

Presented by: Keith Gorman

Department: Corporate Services

### REPORT TITLE

Ontario Regulation 284/09 - Public Sector Accounting Board (“PSAB”) Reconciliation

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-FIN-010 entitled “**Ontario Regulation 284/09 - Public Sector Accounting Board (“PSAB”) Reconciliation**” be received.

### BACKGROUND

In 2009, the Public Sector Accounting Board (“PSAB”) introduced major revisions to the accounting standards whereby municipalities were required to move to full accrual basis of financial statement reporting.

The new standards do not require budgets to be prepared on the same basis. Like most municipalities, the Town of Kirkland Lake continues to prepare budgets in a traditional format focusing on a funding basis where revenues and expenses for both operating and capital budgets are balanced.

In preparing the budget under this format, items such as amortization, post-employment benefit expenses and solid waste landfill closure and post-closure costs are excluded.

O. Reg. 284/09 requires a municipality to prepare a report regarding these excluded expenses and adopt the report by resolution of Council.

The adjustments contained in Appendix A are as follows:

1. **Amortization Expense** – the Town’s budget excludes amortization as it is a non-cash expense. 2020 amortization has been estimated at \$4,640,810 based on existing assets and new assets anticipated in 2020. New 2020 assets excludes those projects in progress at year end (ie. multi-year projects such as

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Energy Efficiency Upgrades, West End Expansion Project and Swastika WPCP Projects).

2. **Post-Employment Benefits** – The Town’s accrued employee future benefits liability was estimated at \$4,356,116 on December 31, 2019. While the 2020 Budget includes estimates for post-employment benefits expected to be incurred in the current year, the expense related to future benefits is not recorded as it is a non-cash item. The amount of \$77,092 included in Appendix A is based on the adjustment in liability for 2019.
3. **Solid Waste Landfill Closure and Post-closure Expenses** – The Town’s solid waste closure and post-closure liability at December 31, 2019 was \$439,855. At this time, there is no known change in the liability expected for 2020. Estimates for future contractual construction costs will be included in budgets when applicable.
4. **Tangible Capital Asset Acquisitions** – Under accrual accounting, tangible capital assets are not fully expensed in year of acquisition. They are amortized over the useful life of the asset in accordance with the Town’s Tangible Capital Asset Policy. The 2020 Capital Budget includes an estimated \$6,135,572 of tangible capital asset acquisitions.
5. **Long-Term Debt Principal Repayments** – Repayments toward long-term debt are not considered an expense under accrual accounting. The 2020 budget included an estimated \$1,320,091 in principal repayments.
6. **Proceeds of Long-term Debt** – Debt proceeds are considered a liability and not a source of revenue under accrual accounting. In 2020, the Town did not anticipate any new debt arrangements.
7. **Transfers to/from Reserves and Reserve Funds** – Under accrual accounting, transfers in and out of reserve funds are not considered to be revenue or expenditures. In 2020, the Town anticipated contributing \$2,062,500 towards reserve and reserve funds and utilizing \$2,649,397 in contributions from reserve and reserve funds to fund various capital and operating projects.

## RATIONALE

Adoption of the report by resolution is required under Ontario Regulation 284/09.

## FINANCIAL CONSIDERATIONS

There are no financial considerations in adopting this report.

## **CONSULTATIONS**

Not applicable.

## **ATTACHMENTS**

Appendix A – 2020 PSAB Reconciliation



**TOWN OF KIRKLAND LAKE  
2020 PSAB RECONCILIATION**

**APPENDIX A**

	<b>Water</b>	<b>Operating</b>	<b>Capital</b>	<b>Total</b>
REVENUES	\$ 4,646,524	\$ 27,512,245	\$ 6,399,151	\$ 38,557,920
Less:				
Proceeds of Long-Term Debt	-	-	-	-
Transfers from Reserves & Reserve Funds	-	(239,000)	(2,410,397)	(2,649,397)
<b>TOTAL REVENUES</b>	<b>4,646,524</b>	<b>27,273,245</b>	<b>3,988,754</b>	<b>35,908,523</b>

	<b>Water</b>	<b>Operating</b>	<b>Capital</b>	<b>Total</b>
EXPENSES	4,646,524	27,466,102	6,399,151	38,511,777
Less:				
Proceeds of Long-Term Debt	-	-	-	-
Transfers to Reserves & Reserve Funds	(874,206)	(924,715)	(263,579)	(2,062,500)
Tangible Capital Asset Acquisitions	-	-	(6,135,572)	(6,135,572)
Long-Term Debt Principal Repayments	(25,567)	(1,294,524)	-	(1,320,091)
<b>TOTAL EXPENSES</b>	<b>3,746,751</b>	<b>25,246,863</b>	<b>-</b>	<b>28,993,614</b>

<b>SURPLUS BEFORE EXCLUSIONS</b>	<b>899,773</b>	<b>2,026,382</b>	<b>3,988,754</b>	<b>6,914,909</b>
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<b>EXCLUSIONS (2020 Estimates)</b>	<b>Total</b>
Amortization of Tangible Capital Assets	(4,640,810)
Change in unfunded post-employment liability	(77,092)
Change in unfunded landfill closure/post-closure liability	-
<b>SURPLUS AFTER EXCLUSIONS</b>	<b>\$ 2,197,007</b>

## MEMORANDUM TO COUNCIL

Meeting Date: 12/15/2020

Memo Number: 2020-CLK-008

Presented by: Meagan Elliott

Department: Corporate Services

### MEMO TITLE

Customer Service, Enquiries and Complaints Policy & Communications Policy

### RECOMMENDATION(S)

**BE IT RESOLVED THAT** Memorandum Number 2020-CLK-008 entitled “**Customer Service, Enquiries and Complaints Policy & Communications Policy**” be received,

**THAT** the Customer Service, Enquiries and Complaints Policy and Communications Policy are hereby approved, and

**THAT** staff be directed to insert these policies into the Corporate Policy Manual.

### BACKGROUND

Improved communications have been identified as a Strategic Priority for the Town of Kirkland Lake. When compiling resources for a Communications Policy, it became evident that an additional more detailed policy for setting process, timelines and expectations to the public for service, enquiries and complaints was also needed. In turn, the Communications Policy developed into outlining TKL Corporate Identity, Social Media usage and general Council Communications. It is important to note that there is existing language in the Council Staff Relations Policy that provides further procedures.

### RATIONALE

A Communications Policy is identified to be completed in Q4 of 2020 in the Strategic Plan.

### ATTACHMENTS

Attachment 1 – Customer Service, Enquiries and Complaints Policy

Attachment 2 – Communications Policy

POLICY	
Policy Number:	Date Approved:
Department:	Date Reviewed:
<b>Customer Service, Enquiries and Complaints Policy</b>	

## 1. Policy Statement

The Town of Kirkland Lake strives to meet several standards when serving every customer, including:

- Treating customers with dignity and respect,
- Treating all customers fairly and complying with all Town policies, by-laws and regulations,
- Ensuring services are accessible for all customers,
- Introducing staff members to customers by first name and the Department in which they work, and
- Providing services in the most cost-effective and timely manner possible, recognizing service levels are established in the best interests of the majority of residents, users and taxpayers. Frivolous, vexatious and/or unreasonable service expectations and requests are not in the best interests of the majority of residents, users and taxpayers will not be satisfied to ensure the majority of effort and resources are dedicated to benefit the majority of the people of Kirkland Lake.

The Town of Kirkland Lake also strives towards a consistent and uniform process for responding to programs and service delivery concerns, and providing an open and transparent complaint process to resolve customer complaints.

## 2. Purpose

The purpose of this policy is threefold; to establish customer service standards, a procedure for municipal enquiries and a complaints process that is accessible to all.

**Customer Service Standards:** The Town of Kirkland Lake delivers services that are resident centred. Kirkland Lake Council and staff value customers and are committed to providing excellent municipal service in accordance with the approved programs and services that the Town provides.

**Procedure for Municipal Enquiries:** The purpose of this Policy is to assist the municipality in providing service to the public, and will enhance the continual

improvement of operations. This policy establishes guidelines for the efficient administration and resolution of complaints and enquiries in order to address concerns and improve services. In addition, this Policy also establishes criteria to determine when services and/or enquiries will not be provided or responded to due to the frivolous, vexatious and/or unreasonable nature of the request.

**Complaints Process:** This Policy provides an open and transparent complaint process to resolve customer complaints and identifies the Ontario Ombudsman as the final adjudicator for complaints if a customer is not satisfied with the resolution proposed by the Town. This Policy contains provisions to protect the Corporation and staff from frivolous, vexatious and/or unreasonable customer behaviour. This Policy does not apply to Council Code of Conduct complaints.

### **3. Scope**

This Policy shall apply to all Town of Kirkland Lake employees and is administered by the Clerk. It shall be reviewed as required based upon revisions to corporate practices or Provincial Legislation.

This Policy is not intended to guide responses to the enquiries listed below. In addition, responses will not be provided to the following examples, other than to state that staff will not respond to these enquiries in accordance with Corporate Policy:

- Enquiries, criticisms or anonymous complaints relating to personnel matters,
- Enquiries relating to ongoing legal matters,
- Matters that are handled by tribunals, courts of law, quasi-judicial boards, etc.
- Enquiries relating to members of Council in accordance with the Council Code of Conduct or Closed meeting investigations protocol, other than from the Ontario Ombudsman or the Integrity Commissioner, and
- The business of external Boards and/or Agencies.

### **4. Definitions**

For the purpose of this Policy:

**Complaint** is an expression of dissatisfaction related to a municipal program, service, facility and/or staff member.

**Formal Complaint** is generated when an informal resolution cannot be successfully achieved. This will result in a file being created, an investigation ensuing and a decision being issued.

**Frivolous and/or Vexatious Requests** are described below, as examples. This list is not exhaustive, nor does one single example on its own necessarily constitute a frivolous and/or vexatious request.

- a. Submission of requests with very high volume and frequency,
- b. Requests for information the requester has already seen,
- c. Requests to reopen issues that have already been considered and closed,
- d. Where complying with the request would impose significant burden on the resources of the municipality in terms of expense, and negatively impacting the ability of staff to provide service to the priorities of Council and other customers,
- e. Where it is known that the requester seeks to cause maximum inconvenience, disruption and/or annoyance through the request, and
- f. Harassing the municipality and/or staff. This could include very high volume and frequency of correspondence, or combining requests with accusations and complaints.

**Municipal Enquiry** may include:

- Request for service,
- Feedback including positive and negative comments,
- Requests for accommodation,
- Information related to issues addressed by legislation or an existing municipal by-law, policy or procedure, and
- Information related to decisions of Council or a Committee of Council.

**Staff** is defined as an employee of the Town of Kirkland Lake or any of its agents, consultants and/or contractors.

**Unreasonable Behaviours** are described below, as examples. This list is not exhaustive, nor does one single example on its own necessarily constitute unreasonable behaviour.

- a. Refusing to specify the grounds of a complaint/request,
- b. Changing the basis of the complaint/request as the matter proceeds,
- c. Denying or changing statements made at an earlier time,
- d. Misrepresenting facts or statements of others,
- e. Submitting falsified documents from themselves and/or others,
- f. Making excessive demands on the time and resources of staff with lengthy phone calls, number of emails to one or numerous staff members, or voluminous requests,
- g. Refusing to accept the decision and repeatedly arguing the matter with no new information,
- h. Persistently approaching the municipality through different avenues to contest the same issue,
- i. Causing distress to staff,
- j. Actions that are a violation of the Corporate Workplace Violence and Harassment Policy,
- k. Acting in an aggressive, harassing and/or violent fashion that is unwelcome,
- l. Making requests for information relating to documents that are not in the public domain and are properly the responsibility of the Ontario Ombudsman, the

- Municipal Auditor, a court of law and/or a third party agency or government organization to request in accordance with legislation, agreements, undertakings, etc. that does not pertain to the individual requesting the information, and/or
- m. Making unjustified complaints about staff who are attempting to perform their duties.

## 5. Policy & Procedures

**Customer Service Standards:** The following table establishes performance targets for staff to achieve when providing municipal services to the residents, users and taxpayers of the Town of Kirkland Lake.

METHOD OF CONTACT	SERVICE STANDARD	ACTION
<b>Online Service Request</b>	Within 1 business day	Provide a tracking number for online service requests and respond to the resident
<b>Telephone Enquiry</b>	Answer calls in 5 seconds or less	Incoming calls to Reception
<b>Complaint Response</b>	Within 5 business days	Initial response to complaint
<b>Email Response</b>	Within 48 hours	Respond to email
<b>Mail Out</b>	Within 5 business days	Provide material mail outs
<b>Counter Visit</b>	Within 10 seconds	Greet and assist customer
<b>E-Updates</b>	As necessary	Website and social media updates

**Municipal Enquiries and Complaints:** This policy establishes guidelines for the efficient administration and resolution of complaints and enquiries.

It is the responsibility of municipal staff to identify opportunities to improve municipal services and to resolve problems or concerns before they become complaints. Complaints or enquiries can be made in person, by phone, letter or e-mail. It is strongly encouraged that complainants and municipal staff work collaboratively to resolve problems or concerns before they become formal complaints.

Staff will confirm the Corporate website location of Council Minutes and the electronic location of any video archive relating to the decisions of Council made by resolution or by-law. Staff will not attempt to interpret, nor provide commentary on the decisions of Council.

### **Formal Complaint Process**

The complainant must provide the following information in writing to the Municipal Clerk:

- Name, address and contact details for the complainant,
- Type of complaint,

- Details of the complaint including the occurrence date, location, employee(s) involved, resolution requested and any document enclosures, and
- The signature and date of the Complainant.

**Anonymous complaints will not be accepted nor investigated.**

Complaints are taken very seriously. While it is recognized that not every complaint may be resolved, it is important that every complaint is addressed in a manner that upholds the intent of the Bill 8 – *Public Sector and MPP Accountability and Transparency Act, 2014*.

**Acknowledgement:** The Clerk will assess the complaint and determine if the complaint falls within the Scope of this policy. Formal complaints shall be submitted to, and tracked, by the Clerk's Office. The complaint will be acknowledged in writing within 5 business days by the Clerk and shall be forwarded to the Chief Administrative Officer (CAO) and the appropriate Department Head(s) for investigation.

**Investigation:** All complaints shall be investigated by the appropriate Department Head. The designated investigator shall review the issues identified and any relevant legislation, policies or procedures. As part of the investigation, all involved parties may be interviewed by the investigator. Depending upon the circumstances, the CAO has the responsibility to engage the services of the Human Resources Department or an external third party investigator to independently and thoroughly investigate the complaint. If the complaint contains allegations of criminal activity, the CAO shall immediately refer the matter to the appropriate law enforcement agency for an independent and arms length investigation of the allegations.

Any complaint or enquiry that is determined to be frivolous and/or vexatious shall be determined to be unreasonable. A frivolous and/or vexatious complaint that is determined to be unreasonable will immediately result in that finding being issued to the parties involved.

**Decision:** A decision will be issued to involved Parties within 30 calendar days following acknowledgement of the complaint. The Department Head, or designated investigator, shall provide a written response to the involved Parties outlining the findings of the investigation into the complaint. A copy of the response and the findings shall be forwarded to the CAO.

The response shall note whether the complaint was substantiated and include any actions that the municipality may take, or has already taken as a result of the complaint.

If the designated investigator is unable to provide a response within 30 calendar days, the investigator shall notify the complainant and provide an estimated time when the response will be provided.

In the event that a complaint is not resolved through the municipality's complaint policy process, the Complainant may submit their complaint to the Ontario Ombudsman in

accordance with the provisions of Bill 8- *The Public Sector and MPP Accountability and Transparency Act, 2014*.

**Records Management and Privacy:** All records relating to a complaint shall be maintained in accordance with the municipality's record retention schedule and the *Municipal Freedom of Information and Protection of Privacy Act*.

During the complaints process, all municipal employees shall adhere to all applicable legislation regarding privacy in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). Complainants should be aware that circumstances may identify the Complainant during the course of an investigation.

**Unreasonable Customer Behaviour:** In the event that the investigation reveals that a Complaint has resulted from the unreasonable behaviour of a customer, the investigator shall determine the complaint to be unsubstantiated, issue such decision to all of the involved Parties and close the file. In order for an investigator to determine a finding of unreasonable behaviour, the investigator shall examine the circumstances in accordance with the following provisions.

**Frivolous and/or Vexatious:** In order to determine if a request is frivolous, and/or unreasonable, Department Heads shall follow the process identified below with the final approval of the Chief Administrative Officer:

**a. Identify the problem**

Before deciding to apply any restrictions, Department Heads must ensure that:

- i. The request has been dealt with properly and is consistent with the relevant procedures and statutory guidelines,
- ii. Staff has made reasonable efforts to satisfy and resolve the request,
- iii. The customer is not presenting new material or information about the situation, and
- iv. The request is not a new request.

Each case will be considered on an individual basis. The decision to classify a customer's behaviour as unreasonable or to classify the request as vexatious will be made by the Department Head of the relevant service area in consultation with the CAO.

**b. Staff documents recommendations**

If a staff member believes that a request is unreasonable, frivolous or vexatious, the employee should consult with their immediate Supervisor and Department Head, provide supporting materials and advise the Department Head of the steps that have been taken to resolve the issue. This should include the length of time that staff has been in contact with the customer, history of the interactions,



number of requests, nature of the customer's behaviors, the amount of staff time that has been consumed and the impact to the Corporation.

The Department Head is responsible for reviewing the information provided by staff in a timely manner and confirming if this policy should apply. The Department Head will review the information provided by staff, determine if the request is frivolous, vexatious and/or unreasonable, determine appropriate restrictions if required, meet with the CAO to review recommendations and background and determine the method of informing the customer.

The CAO will review all information provided by staff and Department Heads and make a determination to classify a customer's behaviour as unreasonable or to classify a request as frivolous and/or vexatious. Determining factors shall include:

- i. The request has been properly investigated,
- ii. Communication with the customer has been respectful and sufficient, and
- iii. The customer is not attempting to provide new information when contacting staff.

The Department Head will provide written notification to the customer of the decision including explaining the action staff has taken to resolve the issue if any and identifying the restrictions that will be applied to the current and/or any future requests.

Restrictions will be developed to address each circumstance and may include one or more of the following:

- i. Placing limits on the number and duration of contacts with staff,
- ii. Offering a restricting time slot for necessary calls,
- iii. Limiting the customer to one method of communication,
- iv. Requiring any personal contacts to take place in the presence of a witness and in a suitable location,
- v. Requiring the customer to make contact only through a third party such as a solicitor, counsellor and/or advocate acting on their behalf,
- vi. Limiting or regulating the customer's use of the municipality's services,
- vii. Refusing the customer access to any municipal building except by appointment,
- viii. Informing the customer that further contact on the matter of the complaint/request will not be acknowledged or responded to,
- ix. Pursuing legal actions such as a Notice of Trespass to Property,
- x. Where efforts to resolve matter(s) with the customer have not been successful, the case or request may be closed, and/or
- xi. Other actions as deemed appropriate.

## **6. Summary**

This Policy will govern dignified and respectful customer service and complaint processes to all customers of the Town of Kirkland Lake, in a timely, efficient and fair manner.



POLICY	
Policy Number:	Date Approved:
Department:	Date Reviewed:
Communications Policy	

### 1. Policy Statement

Corporate communication practices within the Town of Kirkland Lake will strive to ensure consistent, accessible and transparent communications both internally and externally.

### 2. Purpose

This policy is intended to establish the desired standard for communications internally and externally for the Town of Kirkland Lake to ensure matters are addressed in a consistent and professional manner.

### 3. Scope

This policy applies to all Town of Kirkland Lake staff, members of Council and volunteers. This policy is to be followed in accordance with all other Town of Kirkland Lake approved policies specifically the Customer Service, Enquiries and Complaints Policy and the Council Staff Relations Policy.

### 4. Definitions

**Authorized Social Media Author:** Persons authorized by the Town to use, administer, manage, monitor, and/or publish to online locations on behalf of the Town of Kirkland Lake.

**Communication:** The transmission of information in verbal, non-verbal and written forms.

**Members of Council:** Elected officials for the Town of Kirkland Lake.

**Members of the Public:** Residents and property owners of the Town of Kirkland Lake, in addition to external persons contacting the Town.

**Social Media:** Online locations where commentary is publicly shared.

**Staff:** Any person employed through the Town of Kirkland Lake including seasonal and contracted positions.

**Volunteer:** Any person representing the Town of Kirkland Lake through a specific duty (including but not limited to committee members)

**Weekly Newsletter:** Correspondence transmitted electronically to staff and Council through Corporate email accounts.

## 5. Policy & Procedures

### 5.1 General

In all communications, staff, members of Council and volunteers must comply with all legislated requirements regarding access and disclosure of information. The Municipal Freedom of Information and Protection of Privacy Act governs access and privacy principles to Ontario municipalities.

The municipal website [kirklandlake.ca](http://kirklandlake.ca) will serve as the primary source of official information for the residents of Kirkland Lake.

The Communications Coordinator is to serve as the central resource for all corporate communication platforms and tools.

### 5.2 Corporate Identity

A clear and consistent visual identity assists members of the public in recognizing official corporate communications. All written communications are to use the default text of Arial 12, black. Posters and newsletters may use additional fonts and styles. The official Town logo is to be used on all communication templates.

Email communications are to be Arial 12, black font and should not contain backgrounds or images. Standardized email signatures are to be utilized for all external email communications.

### 5.3 Council Communication

The main form of communication to Council from staff is through reports and presentations at Council or Committee meetings. Reports and presentations are to be on approved templates with concise, clear information including a comprehensive recommendation. Information presented to Council is to be without bias.

General correspondence to Council from staff is circulated in the weekly newsletter.

Council inquiries to staff are to be by corporate email to the Chief Administrative Officer (CAO) with all other members of Council copied.

Members of Council's corporate email addresses are available to members of the public when requested. The municipal website allows members of the public to submit correspondence to members of Council directly.

Members of Council should monitor their corporate email to assist residents with inquiries through directing them to the appropriate department or section of the municipal website.

Members of the Public requesting action from the municipality or wishing to ensure their communication is addressed formally by all of Council should send their communication to the Municipal Office addressed to Mayor and Council.

The Head of Council is to be the official media spokesperson for the Town.

#### 5.4 Social Media

The Town of Kirkland Lake maintains a social media presence to extend the delivery of information to members of the public further than the municipal website.

Authorized social media authors will:

- Maintain a friendly, professional, respectful and constructive tone.
- Publish facts and refrain from debate over matters of opinion.
- Refrain from personal attacks or make defamatory or offensive statements.
- Refrain from making partisan political comments regarding any level of government.
- Not criticize Town policies, programs, initiatives, colleagues or members of Council.
- Acknowledge corporate questions or concerns and direct them to the appropriate department.
- Not share administrative passwords with individuals who are not authorized social media authors.

Only authorized social media authors are to post to any corporate social media platforms. Personal social media accounts of staff, members of Council and volunteers are not to post commentary, images, videos, confidential materials or content that may negatively impact the Town or its employees.

### **Summary**

The Town of Kirkland Lake recognizes the importance of having open and transparent communication between all parties involved. Having consistent corporate communication practices will ensure fair, accessible communication. The municipal website is the official source of information while social media accounts are an extension of information.



# REPORT TO COUNCIL

Meeting Date: 12/15/2020

Report Number: 2020-CLK-006

Presented by: Meagan Elliott

Department: Corporate Services

## REPORT TITLE

Streamlining Committees

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Report Number 2020-CLK-006 entitled “**Streamlining Committees**” be received,

**THAT** the Mayor will work with all members of Council for reappointing Councillors to Committees of Council as listed in Attachment 1 and report back with recommended appointments in January of 2021,

**THAT** the updated members of the public listed in Attachment 1 are hereby approved,

**THAT** the members of Council appointed to the external Committees listed in Attachment 2 are hereby approved,

**THAT** staff be directed to work with the respective committees for updating the Committee Terms of Reference, specifically the purpose and required number of members by utilizing the standardized template in Attachment 3,

**THAT** staff be directed to present a Committee Member Appointments Policy for Council approval and after its passing begin advertising for vacant committee member positions,

**THAT** the Acting Mayor schedule in Attachment 4 be approved,

**THAT** Stacy Wight be appointed Alternate to the Mayor on the Municipal Emergency Control Group and Eugene Ivanov as Chair for Council Budget deliberations, and

**THAT** staff be directed to present a by-law to repeal By-law Number 19-113, being a By-Law to Name Members to Various Committees and as Acting Mayor.

## **BACKGROUND**

The Town of Kirkland Lake has had a number of changes to Committees of Council that require formal amendments. Attachment 5 is the current Committee By-Law in force and effect. Reappointment of Council Members, updating Terms of Reference and determining next steps for filling vacancies is required for most Committees. Staff have been working with Committees to reappoint Recording Secretaries to ensure that Agendas and Minutes are being posted on the municipal website to be open and transparent. Due to the passing of Councillor Dennis Perrier and the appointment of Councillor Lad Shaba, amendments to the Acting Mayor schedule are also required.

## **RATIONALE**

Attachment 1 lists the desired Committees of Council and current members on each committee that will be utilized moving forward. This includes the Kirkland Lake Public Library Board and Teck Pioneer Residence Committee of Management that is legislated under separate Acts. Previously, committees have been established through by-law but this is not required. Staff recommend that Mayor Kiely work with all members of Council for the necessary Councillor reappointments for approval in January of 2021 so that committees can meet with Council representatives present.

With streamlining committees, staff have created a standardized Terms of Reference template for each committee to utilize. Updating Terms of Reference to ensure all committees include the same basis of information is crucial for Council to determine the validity of the committee. Committees should review the number of members when updating Terms of Reference to determine if there is a need to fill more positions or not. Committees should strive to have an odd number for total number of members.

Appointments of members of the public to committees is a process that needs to be streamlined as well to ensure an equal, transparent selection process. Staff plan to present a Committee Member Appointment Policy to Council for approval before advertising for vacant positions.

Included in By-law Number 19-113 is the Acting Mayor Schedule that needs to be updated. Attachment 4 to this report outlines the amended Acting Mayor Schedule which includes Councillor Shaba. A static Acting Mayor is proposed to be appointed to the Municipal Emergency Control Group to maintain consistency and required training for emergency preparedness purposes. Councillor Ivanov is being proposed to be appointed as Chair for Council Budget deliberations.



## **OTHER ALTERNATIVES CONSIDERED**

Council may choose to not repeal By-law Number 19-113 and continue forward with the current appointments.

## **FINANCIAL CONSIDERATIONS**

Not applicable.

## **RELATIONSHIP TO STRATEGIC PRIORITIES**

Streamlining committees is a Council initiative for success as noted under “Build the Team”. It also works towards eliminating the gaps and improved communications.

## **ACCESSIBILITY CONSIDERATIONS**

Not applicable.

## **CONSULTATIONS**

Committee Secretaries  
Pat Kiely, Mayor  
Richard McGee, CAO

## **ATTACHMENTS**

Attachment 1 – Committees of Council  
Attachment 2 – External Committees  
Attachment 3 – Terms of Reference Template  
Attachment 4 – Acting Mayor Schedule  
Attachment 5 – By-Law Number 19-113

COMMITTEE	SECRETARY	MEMBERS OF THE PUBLIC
Committee of Adjustment	Jenna McNaughton	Ted Assad Lorraine Irvine Edmond Duchene
Planning Advisory Committee	Jenna McNaughton	Ken Damage Edmond Duchene Glen French Jr.
Property Standards Committee	Louise Trottier	
Economic Development Committee	Wilf Hass	Beverly Allsop Mike Marinigh Mike Sutton Jeff Molyneaux Emile Boulley Elizabeth Kelly
Recreation Advisory Committee	Kim Klockers	Steve Cox Lori Graham Steve Guertin Crystal Gorman Colin Hudson Ian Salenius Tina Woollings
Youth Committee	Amberly Spilman	Hailey Willfang
Museum Advisory Committee	Kaitlyn McKay	Ann Black Meghan Howe Monica Haase
Northern College Campus Committee	Meagan Elliott	Rose-Lyn D'Aoust-Messier Graham Payne Lorrie Irvine Anna McPherson Sean O'Connor Mandy Weedon Tony Jansen
Library Board	Cheryl Lafreniere	Shirley Scott Janine Johnson Sandra Orr Helen Miller Bogdan Antonescu
TPR Committee of Management	Tanya Schumacher	Connie Wilberforce

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**COMMITTEE**

**MEMBERS OF COUNCIL**

Chambers of Commerce

Pat Kiely

DTSSAB

Pat Kiely  
Patrick Adams

Mayor's Action Group

Pat Kiely

Police Services Board

Pat Kiely  
Rick Owen

Timiskaming Health Unit

Pat Kiely  
Casey Owens



# ***TERMS OF REFERENCE***

Corporation of the Town of Kirkland Lake  
Committee Name

1. **Purpose**

Text

2. **Committee Duties**

Text

3. **Members and Appointments**

Text

4. **Meetings**

Text

5. **Administrative Support**

Text

6. **Reporting Relationship**

Text

7. **Termination and Amendments**

Text



**KIRKLAND LAKE**  
THE RIGHT ENVIRONMENT

Town of Kirkland Lake Acting Mayor Schedule

Councillor Eugene Ivanov	December and January
Councillor Rick Owen	February and March
Councillor Stacy Wight	April and May
Councillor Patrick Adams	June and July
Councillor Lad Shaba	August and September
Councillor Casey Owens	October and November



The Corporation of the Town of Kirkland Lake

By-Law 19-113

**A By-Law to Name Members to  
Various Committees  
and as "Acting Mayor"**

WHEREAS the Council of the Town of Kirkland Lake has established various committees and is also subject to participation on Committees, Boards and Agencies external to its own operations; and

WHEREAS during the absence of the Mayor it is desirable to name an "Acting Mayor" to attend to the duties and responsibilities of the Mayor during such absences; and

WHEREAS it is desirable to name Council Members to these Committees, Boards and Agencies and further to be "Acting Mayor" for purposes of notification and liability insurance.

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

- 1) That Kirkland Lake Town Council will be represented on the following Committees, Boards and Agencies by the member(s) of Council so named as shown on the attached Schedule 'A';
  - i. Addition to the Kirkland Lake Youth Council
    - a. Hunter Hamelin
  
- 2) That in the absence of the Mayor the following shall act as Mayor (Acting Mayor) for the months shown during the term of Council (December 1, 2018 to November 14, 2022);

Councillor Eugene Ivanov	December and January
Councillor Rick Owen	February and March
Councillor Stacy Wight	April and May
Councillor Patrick Adams	June and July
Councillor Dennis Perrier	August and September
Councillor Casey Owens	October and November
  
- 3) That in the event the "Acting Mayor" designated for the affected period is unavailable the Councillor serving as "Acting Mayor" in the preceding time period shall serve as "Acting Mayor" and in the event that Councillor is unavailable the process will continue on the basis of preceding "Acting Mayor".
  
- 4) And That Bylaw 19-104 be repealed.

**Read a first, second and third time, enacted and passed this 19<sup>th</sup> day of November 2019.**

---

Pat Kiely, Mayor

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Jo Ann Ducharme, Clerk

**Committees of Council - Schedule 'A'  
Bylaw 19-113**

<p><b>100<sup>th</sup> Anniversary Committee</b></p> <p><i>Dennis Perrier</i></p>	<p><b>Museum Advisory Committee</b></p> <p>Auxiliary Rep Kim Beaudoin Monica Haase Meghan Howe <b>Stacy Wight</b></p>	<p><b>Provincial Offences Act</b></p> <p><i>Pat Kiely</i> <i>Casey Owens</i></p>
<p><b>Chamber of Commerce</b></p> <p><i>Eugene Ivanov</i></p>	<p><b>Northern College Community Campus Committee</b></p> <p>Rose-Lyne D'Aoust-Messier <b>Pat Kiely</b> Graham Payne Lorrie Irvine Raymond Mallette Anna McPherson Sean O'Connor Lad Shaba Mandy Weedon</p>	<p><b>Recognition Committee</b></p> <p><i>Stacy Wight</i></p>
<p><b>Committee of Adjustment</b></p> <p>Ted Assad Edmond Duchene Lorrie Irvine Raymond Mallette <b>Rick Owen</b> <b>Casey Owens</b> <b>Dennis Perrier</b></p>	<p><b>Physician Recruitment</b></p> <p><b>Pat Kiely</b></p>	<p><b>Recreation Committee</b></p> <p><b>Patrick Adams</b> Steve Cox Lori Graham Kelly Gadoury Steve Guertin Crystal Gorman Colin Hudson <b>Rick Owen</b> <b>Dennis Perrier</b> Ian Salenius Tina Woollings</p>
<p><b>Culver Park</b></p> <p><i>Dennis Perrier</i></p>	<p><b>Planning Advisory Committee</b></p> <p>Ken Dolmage Edmond Duchene Glen French Raymond Mallette <b>Rick Owen</b> <b>Stacy Wight</b></p>	<p><b>TPR Committee of Management</b></p> <p><i>Eugene Ivanov</i> Raymond Mallette <b>Rick Owen</b> <b>Casey Owens</b> Connie Wilberforce</p>
<p><b>District Timiskaming Social Services Administration Board</b></p> <p><i>Patrick Adams</i> <i>Pat Kiely</i></p>	<p><b>Police Services Board</b></p> <p>Emile Boulley <b>Pat Kiely</b> <b>Rick Owen</b> <u>2 Provincial App't</u> Ted Assad Meghan Howe</p>	<p><b>Teck Centennial Library Board</b></p> <p>B. Antonescu Tom Barker Bryce Day Noel Guimond J. Johnson Judith Leduc Shauna McGill Sandra Orr Shirley Scott Stacy Wight</p>
<p><b>Economic Development</b></p> <p><i>Patrick Adams</i> Beverly Allsopp Ann Baptisse Emile Boulley Doug Hartley <b>Eugene Ivanov</b> Elizabeth Kelly <b>Pat Kiely</b> Mike Marinigh Jeff Molyneaux Kyle Sayer Mike Sutton</p>	<p><b>Property Standards Committee</b></p> <p><i>Patrick Adams</i> Raymond Mallette <b>Stacy Wight</b></p>	<p><b>Timiskaming Health Unit</b></p> <p><i>Pat Kiely</i> <i>Casey Owens</i></p>
<p><b>Emergency Management</b></p> <p><b>Pat Kiely</b> Alternate: <b>Stacy Wight</b></p>		<p><b>Timiskaming Municipal Association</b></p> <p><i>Casey Owens</i> <i>Dennis Perrier</i></p>
<p><b>Finance</b></p> <p><i>All Councillors</i> <i>Chair: Eugene Ivanov</i></p>	<p align="center"><i>Schedule of Acting Mayor</i></p> <p><i>December/January..... Eugene Ivanov</i> <i>February/March..... Rick Owen</i> <i>April/May..... Stacy Wight</i> <i>June/July ..... Patrick Adams</i> <i>August/September.....Dennis Perrier</i> <i>October/November ..... Casey Owens</i></p>	
<p><b>Mayor's Action Group</b></p> <p><i>P. Kiely</i></p>		



# MEMORANDUM TO COUNCIL

Meeting Date: 12/15/2020

Memo Number: 2020-CLK-010

Presented by: Meagan Elliott

Department: Corporate Services

## MEMO TITLE

2021 Corporate Calendar

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Memorandum Number 2020-CLK-010 entitled “**2021 Corporate Calendar**” be received,

**THAT** the Regular Meeting of Council dates presented on the Corporate Calendar in Attachment 1 are hereby approved, and

**THAT** committee dates and times are subject to change as communicated through the Clerk and do not require Council approval.

## BACKGROUND

Proposed Regular Meetings of Council have been historically presented to Council for approval prior to the beginning of the upcoming year. Staff have prepared an inclusive Corporate Calendar that lists the proposed meeting dates for Regular Meetings of Council as well as known Committee meetings, conferences, and statutory holidays.

## RATIONALE

The Procedural By-Law outlines that Regular Meetings of Council are to be on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month unless otherwise stipulated. The meeting dates presented follow this unless there is a conflict then it is moved to 2<sup>nd</sup> and 4<sup>th</sup> Tuesday. May, July, August and December are showing to only have 1 meeting on the 2<sup>nd</sup> Tuesday to accommodate conferences and vacations and to not off-set the 1<sup>st</sup>/3<sup>rd</sup> Tuesday schedule in abutting months.



Most committees have determined a more consistent schedule and advised of proposed dates for 2021 as listed. Committees may not need to meet every month and their meeting will be determined closer to the scheduled date if they are to be held or not. The calendar proposes no committee dates in July and August other than specific Boards who need to host meetings at specific times to meet other legislated requirements and the Committee of Adjustment who mostly deals with applications during this time. If issues arise where committees do need to meet, they may schedule additional meetings. The Property Standards Committee, Planning Advisory Committee, and Northern College Campus Committee have not submitted defined dates for 2021 and will be scheduled as necessary.

Any known dates and times of “external” committees (such as Timiskaming Health Unit) have been included on the calendar for Council’s benefit. DTSSAB and Mayor Action Group dates will be populated once received prior to the end of the year.

To accommodate the statutory holidays of December 25<sup>th</sup> and 26<sup>th</sup> falling on a weekend, offices will be closed December 27<sup>th</sup> and 28<sup>th</sup>.

## **ATTACHMENTS**

Attachment 1 – 2021 Corporate Calendar

## 2021 MEETING DATES

\*Please note that meeting dates and times are **subject to change\***

J A N							F E B							M A R						
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28							28	29	30	31			
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11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
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18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
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10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	1
31																				

Regular Meetings of Council (4:40pm)  Stat Holiday/Office Closed 	Committee of Adjustment (3:30pm)	Economic Development Committee (4:30pm)	District of Timiskaming Social Services Board <span style="float: right; border: 1px solid black; padding: 2px;">TBD</span>
	Youth Council Committee (4:00pm)	Museum Advisory Committee (4:45pm)	Mayor's Action Group <span style="float: right; border: 1px solid black; padding: 2px;">TBD</span>
	Teck Pioneer Residence Committee of Management (5:40pm)	Library Board (5:00 pm)	Chamber of Commerce (12:00pm)
	Recreation Advisory Committee (6:00pm)	Police Services Board (4:30pm)	Timiskaming Health Unit (6:30pm)



**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**BY-LAW NUMBER 20-095**

**BEING A BYLAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT WITH ELECTRONIC PRODUCTS RECYCLING ASSOCIATION FOR THE COLLECTION OF USED ELECTRICAL AND ELECTRONIC EQUIPMENT**

**WHEREAS** Section 8, 9, and 11 of the *Municipal Act, 2001, S.O. 2001, Chapter 25* and amendments thereto provide that every municipal Corporation may pass by-laws for the purpose of governing its affairs as it considers appropriate;

**AND WHEREAS** The Corporation of the Town of Kirkland Lake deems it to be desirable to sign an agreement with Electronic Products Recycling Association for the provision of recycling services for used electrical and electronic equipment;

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:**

**THAT** the Mayor and Clerk are hereby authorized to execute an Agreement with Electronic Products Recycling Association a copy of which Agreement is attached hereto and marked Schedule "A" to this By-law.

**READ A FIRST, SECOND AND THIRD TIME, ENACTED AND PASSED THIS 15<sup>TH</sup> DAY OF DECEMBER 2020.**

\_\_\_\_\_  
Patrick Kiely, Mayor

\_\_\_\_\_  
Meagan Elliott, Clerk



May 4, 2020

**Attn: Jenna McNaughton**

Town of Kirkland Lake  
Township of Lebel (Dump Road)  
Kirkland Lake, Ontario  
P2N 3P4  
Bus: 705-567-9365  
Jenna.mcnaughton@tkl.ca

Dear Jenna McNaughton,

Re: Electronic Waste Collection and Recycling

Thank you for your partnership with Electronic Producers Recycling Association (“EPRA”) to safely manage your electronic waste in an environmentally sustainable manner.

EPRA is pleased to support you by providing the following at your collection sites as listed in Schedule A:

- Collection bin (Sea Container) for use at your site at no charge
- An online tracking system, for reporting and tracking shipments
- Timely and reliable pick up service
- Promotion of the Collection Location on the EPRA website
- Payment to you at \$150.00 per tonne (if applicable)
- Represent you as your Producer Responsibility Organization (PRO) Post Dec 30 2020

In consideration for EPRA providing support as described above, Town of Kirkland Lake will perform the following:

1. Collection and provision of e-waste to EPRA, including agreeing to not modify, disassemble, deconstruct or remove any waste electrical and electronic equipment or parts collected.
2. Use equipment and supplies provided by EPRA only for EPRA e-waste intended purposes and in an efficient manner.
3. EPRA adheres to provincial laws on privacy for electronic devices, however, we encourage businesses and individuals to secure their own privacy and wipe the data drives clean prior to drop off.
4. Provide safe and timely access to EPRA transporters for pick-up of materials



5. Maintain and provide to EPRA documentation that may be required under Ontario regulations governing electronics recycling.
6. Ensure that all acceptable WEEE material collected at this site or any site operated by the Collector is provided to EPRA
7. Work exclusively with EPRA for the safe secure recycling of the materials outlined while the contract is in effect.

This agreement will begin effective April 30, 2020 and will continue until either party provides 30 days notice of termination. The terms of this contract are Confidential and not to be disclosed with members outside of the signing organizations.

To indicate your agreement, please sign below and return a scanned copy of this letter to EPRA.

Please be aware that this collection program is based on the current Waste Diversion Act, the Industry Funding Organization (OES) currently administering this program is slated to cease operations Dec 30 2020. At that time a new framework will come into affect under the Resource Recovery and Circular Economy Act, based on the requirements of this new framework the existing contract will be reviewed by both parties to ensure consistency. When registering with Resource Productivity and Recovery Authority (RPRO) please remember to identify EPRA as your PRO.

We look forward to working with you to successfully manage and recycle Waste Electronics and other materials as outlined on Schedule B.

Signature  
**Pierre Prim**  
Director of Operations  
Electronic Products Recycling Association (EPRA)

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**I hereby confirm that Town of Kirkland Lake agrees to the terms set out in this letter:**

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

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_



Schedule A

Collection Sites under this Agreement:

**Town of Kirkland Lake – Township of Lebel (Dump Road)**



Schedule B

Materials Covered by this Contract, Please circle the items below you site intends to collect:

**Waste Electronics and Electrical Equipment**

**Clothing**

All Textiles with the exception of under garments
Matching Pairs of Shoes
Purses
Linens towels and Draperies

**Batteries**

Rechargeable Batteries	SSLA/PB Small Sealed Lead Acid
	Ni-MH Nickel Metal Hydride
	Ni-ZN Nickel Zinc
	Li Ion Lithium Ion
	Ni-Cd Nickel Cadmium

Single Use Batteries	Alkaline
	Lithium Primary



**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**BY-LAW NUMBER 20-096**

**BEING A BY-LAW TO REPEAL A BY-LAW TO SELL CERTAIN TOWN SURPLUS LAND – 3 MCKELVIE AVENUE**

**WHEREAS** Council passed By-law Number 09-064; a procedural by-law for the purposes of the sale or disposition of real property, on August 10, 2009;

**AND WHEREAS** Council passed By-law Number 20-089 on December 1<sup>st</sup>, 2020, authorizing the execution of all documents related to the sale of 3 McKelvie Avenue;

**AND WHEREAS** the Purchaser subsequently withdrew the offer to purchase;

**AND WHEREAS** Council is desirous of having said sale cancelled;

**NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE ENACTS AS FOLLOWS:**

**THAT** the following By-law pertaining to the property sale is hereby repealed, By-law Number 20-089, Maritim (3 McKelvie Avenue)

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 15<sup>th</sup> DAY OF DECEMBER, 2020.**

DRAFT

\_\_\_\_\_  
Patrick Kiely, Mayor

\_\_\_\_\_  
Meagan Elliott, Clerk



**Comments:**

Hi My name is Josée Merrick and am Representing the Kirkland Lake Opioid Poisoning Task Force - Our community in action.

We request that the Kirkland Lake town council help us in our efforts in reducing stigma and shame associated with drug overdose.

We ask that the Town Council of Kirkland Lake, proclaim that Aug 31, 2021 will officially be recognised as the Kirkland Lake Overdose Awareness Day.

Overdose Awareness Day is a time to remember people lost and an opportunity to take action to end overdose.

It Is a global event; Overdose Awareness Day is on August 31st each year and aims to raise awareness of overdose and reduce the stigma of a drug-related deaths.

It is a special time to acknowledge the grief felt by families and friends, to remember those who have met with death or permanent injury as a result of drug overdose.

International Overdose Awareness Day spreads the message that overdose death is preventable. Thousands of people die each year from drug overdose. They come from all walks of life.

We ask that our community join other communities across the globe in honoring the loss of a loved one to overdose. Recognising that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, and are all deserving of our love, compassion and support.

On Aug 31, many local activities and campaigns could be offered to honor this event. Many local agencies already informally take part. The town council ' s proclamation of this day will send the message to families, loved ones and front line staff that they are not alone and that they are in our thoughts.

Thank you,  
Josee Merrick

Mayor + Council  
Town of Kirkland Lake

Dec 3, 2020

Please be advised of the following

- I intend to continue with the survey of my land, access and easement.
- it is believed that land for sale to 26 Dixon Ave. is misrepresented as excess land, and actually belongs partly to 26 Dixon and partly to myself at 26 A Dixon Ave.
- abutting properties and sale of lands to those properties, as well as assessment histories are being investigated.
- Professional legal and survey assistance, familiar with KH properties over many years, has been retained.
- the Covid 19 situation, the complexity of this project and changes to the Land Registry office in Haileybury have caused delays.

Received by

Date

Bernadine Cozac  
26 A Dixon Ave

RECEIVED

MK

DEC 03 2020



**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**BY-LAW NUMBER 20-097**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS  
REGULAR MEETING HELD DECEMBER 15, 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 15<sup>th</sup> DAY OF DECEMBER, 2020.**

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Pat Kiely, Mayor

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Meagan Elliott, Clerk