



AGENDA

Corporation of the Town of Kirkland Lake
Regular Meeting of Council
Council Chambers / Zoom
Tuesday, September 21, 2021
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 September 21, 2021 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 September 7, 2021*

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

- *Minutes of the Museum Advisory Committee meeting held June 16, 2021*

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

6.1 **Department Updates to Council**

Meagan Elliott, Clerk

***BE IT RESOLVED THAT** Report Number 2021-CLK-020 entitled "**Department Updates to Council**" be received.*

6.2 **2021 Operating Financial Reports – YTD August**

Peter Georgeoff, Deputy Treasurer

***BE IT RESOLVED THAT** Report Number 2021-FIN-003 entitled "**2021 Operating Financial Reports - YTD**" be received.*

6.3 2021 Capital Budget – Status/Update as of 10 Sep 2021
Peter Georgeoff, Deputy Treasurer

BE IT RESOLVED THAT Report Number 2021-FIN-004 entitled “**2021 Capital Budget – Status/Update as of 10 Sep 2021**” be received, and

THAT staff be directed to fund capital project shortfalls identified as of September 10, 2021 as follows:

B2021-0014 – transfer \$11,976 from Infrastructure Capital Reserve;
B2021-0025 – utilize \$386 of tax levy dollars already raised in 2021;
B2021-0026 – utilize \$661 of Cemetery Trust Funds interest;
B2021-0035 – utilize \$121 of tax levy dollars already raised in 2021;
NeoNet Mobile Stations Project – transfer \$2,026 from Organization Restructuring & Efficiency Reserve; and
B2020-0018 Gas Detection Equipment – Health & Safety – transfer \$462 from Waterworks Reserve Fund.

6.4 Stormwater Tunnel & Enclosed Sanitary Sewer Line Engineering Study
Jim Roman, Director of Public Works

BE IT RESOLVED THAT Report Number 2021-PW-007 entitled “**Stormwater Tunnel & Enclosed Sanitary Sewer Line Engineering Study**” be received, and

THAT staff be directed to enter into an agreement with Andrews.engineer in the amount of \$59,860.00 + HST for the Underground Tunnel and Sewer Inspection.

6.5 Award of RFQ-568-21 Purchase and Disposal of Scrap Metal
Richard Charbonneau, Waste Management Manager

BE IT RESOLVED THAT Report Number 2021-DEV-042 entitled “**Award of RFQ-568-21 Purchase and Disposal of Scrap Metal**” be received, and

THAT Council hereby awards RFQ-568-21 Purchase and Disposal of Scrap Metal to Mid North Recycling in the amount of \$175.00 per tonne, and

THAT staff be directed to present a by-law to execute an agreement with Mid North Recycling to complete the terms of RFQ-568-21.

6.6 Waste Reduction Week 2021
Richard Charbonneau, Waste Management Manager

BE IT RESOLVED THAT Report Number 2021-DEV-041 entitled “**Waste Reduction Week 2021**” be received,

THAT Council declare October 18 – 24, 2021 as Waste Reduction Week in Kirkland Lake,

THAT Council permit a social media campaign using the hashtag #KLWRW where participants will be entered into a draw for a recycling swag bag,

THAT Council permit staff to work with CJKL on a daily recycling cart give away contest from October 18th – October 20th , and

THAT Council permit staff to install green and blue lighting filters on a local landmark for the duration of Waste Reduction Week.

6.7 Request from Enbridge Gas Inc. for Maintenance Dig Agreements
Jenna McNaughton, Planning Administrator/Recycling Coordinator/Data Manager

BE IT RESOLVED THAT Report Number 2021-DEV-046 entitled “Request from Enbridge Gas Inc. for Maintenance Dig Agreements” be received, and

THAT staff be directed to present a by-law to execute six Maintenance Dig Agreements with Enbridge Gas Inc.

6.8 COVID-19 Update: Proof of Vaccination Requirement and Council Chambers Information Systems Requirements
Bonnie Sackrider, Director of Community Services

BE IT RESOLVED THAT Memorandum Number 2021-CS-020 entitled “COVID-19 Update: Proof of Vaccination Requirement and Council Chambers Information Systems Requirements” be received,

THAT staff be directed to implement proof of vaccination for all individuals aged 12 and over who utilize the Community Complex for sports or leisure activities, and

THAT staff complete all I.T. upgrades recommended by the Municipal Information Services Manager to ensure adherence to Accessibility laws, and to provide an enhanced viewing experience for residents.

7. Consideration of Notices of Motion

8. Introduction, Reading and Consideration of By-Laws

By-law 21-073

Being a by-law to authorize the Mayor and Clerk to execute an agreement with Pedersen Construction (2013) Inc. for construction services for the Swastika Water Pollution Control Plant

Decommissioning and Sewer System Connection to the Kirkland
Lake Wastewater Treatment Plant

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 21-073, being a by-law to authorize the Mayor and Clerk to execute an agreement with Pedersen Construction (2013) Inc. for construction services for the Swastika Water Pollution Control Plant Decommissioning and Sewer System Connection to the Kirkland Lake Wastewater Treatment Plant

By-law 21-074 Being a by-law to authorize the Mayor and Clerk to execute an agreement with Alex MacIntyre and Associates Ltd. for the demolition of 37 Duncan Avenue North

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 21-074, Being a by-law to authorize the Mayor and Clerk to execute an agreement with Alex MacIntyre and Associates Ltd. for the demolition of 37 Duncan Avenue North

By-law 21-075 Being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of MC L28300 to 2740358 Ontario Inc.

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 21-075, being a by-law to authorize the Mayor and Clerk to execute documents related to the sale of MC L28300 to 2740358 Ontario Inc.

By-law 21-076 Being a by-law to authorize the Mayor and Clerk to execute six Maintenance Dig Agreements with Enbridge Gas Inc.

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 21-076, being a by-law to authorize the Mayor and Clerk to execute six Maintenance Dig Agreements with Enbridge Gas Inc.

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**

13. **Closed Session**

BE IT RESOLVED THAT Council move into a Closed Session pursuant to Section 239(2) to discuss 1 matter involving personal matters of an identifiable individual.

14. **Matters from Closed Session**

15. **Confirmation By-Law**

By-law 21-077 Being a by-law to confirm the proceedings of Council at its meeting held September 21, 2021

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 21-077, being a by-law to confirm the proceedings of Council at its meeting held September 21, 2021

16. **Adjournment**

BE IT RESOLVED THAT Council adjourn the September 21, 2021 Regular Meeting of Council.



MINUTES

Corporation of the Town of Kirkland Lake
Regular Meeting of Council
Council Chambers / Zoom
Tuesday, September 7, 2021
4:40 p.m.

Attendance

Mayor: Pat Kiely
Councillors: Rick Owen
Eugene Ivanov
Lad Shaba
Stacy Wight
Casey Owens
Absent: Patrick Adams
Staff: Clerk: Meagan Elliott
Director of Community Services: Bonnie Sackrider
Executive Director: Tanya Schumacher
Fire Chief: Rob Adair
Director of Public Works: Jim Roman
Director of Economic Development: Wilf Hass
Planning Administrator/Recycling Coordinator/Data Manager: Jenna McNaughton
Waste Management Manager: Richard Charbonneau
Human Resources Manager: Kassandra Young
Deputy Clerk: Amberly Spilman

1. Call to Order and Moment of Silence

Mayor Kiely called the meeting to order and requested a moment of silence.

2. Approval of the Agenda

Moved by: Stacy Wight
Seconded by: Rick Owen

BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on September 7, 2021 beginning at 4:40 p.m. be approved as circulated to all Members of Council with the addition of a verbal COVID-19 update as the new 6.1.

CARRIED

3. Declaration of Pecuniary Interest

Mayor Kiely requested those present to declare any pecuniary interests with matters appearing on the open session agenda. Councillor Shaba declared a pecuniary interest with items 6.5 and 6.6 as his engineering company has been involved with the noted projects.

4. Petitions and Delegations

4.1 Ontario Northland Rail Service in Kirkland Lake
Timiskaming-Cochrane M.P.P., John Vanthof

Moved by: Eugene Ivanov
Seconded by: Lad Shaba

BE IT RESOLVED THAT the delegation from M.P.P. John Vanthof be received.

CARRIED

4.2 North Tailings Storage Facility
Natasha Dombrowski, Kirkland Lake Gold

Moved by: Casey Owens
Seconded by: Eugene Ivanov

BE IT RESOLVED THAT the delegation from Kirkland Lake Gold be received, and

THAT Council for the Corporation of the Town of Kirkland Lake supports the KL Gold Kinross Pond Expansion.

CARRIED

4.3 CHAR Technologies Biomass to Energy Production
Andrew White & Galen Cranston

Moved by: Rick Owen
Seconded by: Lad Shaba

BE IT RESOLVED THAT the delegation from CHAR Technologies be received.

CARRIED

5. Acceptance of Minutes and Recommendations

Moved by: Eugene Ivanov
Seconded by: Stacy Wight

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

- Minutes of the Regular Meeting of Council held August 10, 2021

THAT Council accept the minutes from the following committee meetings:

- Minutes of the Teck Pioneer Residence Committee of Management meeting held May 17, 2021

CARRIED

6. Reports of Municipal Officers and Communications

6.1 COVID-19 Update (verbal)

Bonnie Sackrider, Director of Community Services

Moved by: Casey Owens

Seconded by: Stacy Wight

BE IT RESOLVED THAT verbal COVID-19 update be received.

CARRIED

6.2 CHAR Technologies

Wilfred Hass, Director of Economic Development

Moved by: Lad Shaba

Seconded by: Casey Owens

BE IT RESOLVED THAT Report Number 2021-DEV-035 entitled “**CHAR Technologies**” be received, and

THAT Council for the Corporation of the Town of Kirkland Lake supports CHAR Technologies in their plans to establish a biomass to energy production facility in Kirkland Lake.

CARRIED

6.3 Ontario Northland Engagement Session Follow Up

Meagan Elliott, Clerk

Moved by: Stacy Wight

Seconded by: Rick Owen

BE IT RESOLVED THAT Memorandum Number 2021-CLK-019M entitled “**Ontario Northland Engagement Session Follow Up**” be received, and

THAT any member of Council that wishes to submit responses can do so to the Clerk for submission to ONR by September 17, 2021.

CARRIED

6.4 Federal Statutory Holiday: National Day for Truth and Reconciliation
Kassandra Young, Human Resources Supervisor

Moved by: Casey Owens
Seconded by: Eugene Ivanov

BE IT RESOLVED THAT Report Number 2021-HR-012 entitled “**Federal Statutory Holiday: National Day for Truth and Reconciliation**” be received, and
THAT staff be directed to implement this holiday,
THAT staff be directed to Petition the government of Ontario to further recognize what has been done, and
THAT staff be directed to circulate this motion to other Ontario Municipalities.

CARRIED

6.5 Awarding of RFB 493-16-2021 Construction Services for the Swastika Water Pollution Control Plant Decommissioning and Sewer System Connection to the Kirkland Lake Wastewater Treatment Plant
Jim Roman, Director of Public Works

Councillor Shaba left Council Chambers at 6:23pm

Moved by: Stacy Wight
Seconded by: Casey Owens

BE IT RESOLVED THAT Report Number 2021-PW-006 entitled “**Awarding of RFB 493-16-2021 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 awards the contract to Pedersen Construction (2013) Inc. to provide Construction Services for the Swastika Water Pollution Control Plant Decommissioning and Sewer System Connection to the Kirkland Lake Wastewater Treatment Plant in the amount of \$7,693,310.00 plus HST,

THAT staff be directed to present a by-law to authorize the execution of an agreement with Pedersen Construction (2013) Inc. for the above noted contract, and

THAT staff be directed to report back to Council with further options of how to obtain the noted 1,400,000 shortfall.

CARRIED

- 6.6 37 Duncan Avenue North Demolition
Courtney Nylund, Building Inspector and Property Standards Officer and Wilfred Hass, Director of Economic Development

Moved by: Eugene Ivanov
Seconded by: Casey Owens

BE IT RESOLVED THAT Report Number 2021-DEV-039 entitled “**37 Duncan Avenue North Demolition**” be received, and

THAT staff be directed to present a by-law to enter into an agreement with McIntyre and Associates Limited for the demolition of 37 Duncan Avenue North, for a base price of \$91,910.25 exclusive of taxes.

CARRIED

Councillor Shaba returned to Council Chambers at 6:57pm

- 6.7 Heritage North Sales Proceeds
Wilfred Hass, Director of Economic Development

Moved by: Lad Shaba
Seconded by: Stacy Wight

BE IT RESOLVED THAT Report Number 2021-DEV-036 entitled “**Heritage North Sales Proceeds**” be received, and

THAT this matter be referred to the next regular meeting of Council.

CARRIED

- 6.8 Municipal Household Hazardous Waste- Agreement with Automotive Materials Stewardship
Richard Charbonneau, Waste Management Manager

Moved by: Eugene Ivanov
Seconded by: Rick Owen

BE IT RESOLVED THAT Report Number 2021-DEV-038 entitled “**Municipal Household Hazardous Waste – Agreement with Automotive Materials Stewardship**”, be received, and

THAT staff be directed to present a by-law to execute an agreement with Automotive Materials Stewardship (AMS) in order to receive any funding through AMS.

CARRIED

6.9 Request to Purchase Lands: MC L28300, Gauthier Township & MC RSC210 and North part of RSC209
Jenna McNaughton, Planning Administrator/Recycling Coordinator/Data Manager

Moved by: Stacy Wight
Seconded by: Casey Owens

BE IT RESOLVED THAT Report Number 2021-DEV-040 entitled “**Request to Purchase Lands: MC L28300, Gauthier Township & MC RSC210 and North part of RSC209**” be received,

THAT Council hereby declares the properties MC L28300, Gauthier Township and MC RSC210 and North Part of RSC209 (Swastika) as surplus land and provide notice of intent to sell;

THAT Staff be directed to prepare and present a by-law to Council to authorize the Corporation of the Town of Kirkland Lake to enter into an agreement of purchase and sale to sell the Mining Claim L28300, Gauthier Township for \$25,000 to 2740358 Ontario Inc.;

THAT Staff be directed to prepare and present a by-law to Council to authorize the Corporation of the Town of Kirkland Lake to enter into an agreement of purchase and sale to sell Mining Claims RSC 210 and North part of RSC 209, to Mr. Dhallower Hossain for \$50,000; and

THAT staff be directed to place the revenue associated with the land sales into the Community Improvement Plan Fund.

CARRIED

6.10 Loose Parts Playground Request
Bonnie Sackrider, Director of Community Services

Moved by: Eugene Ivanov
Seconded by: Lad Shaba

BE IT RESOLVED THAT Report Number 2021-CS-019 entitled “**Loose Parts Playground Request**” be received, and

THAT staff be directed to accept donations for the Loose Parts Park and issue tax deductible receipts to the donor, AND to allow the volunteers to apply to eligible funds under the Municipality’s name and business number.

CARRIED

6.11 Kirkland Lake District Chamber of Commerce Request for Parade Permit
Meagan Elliott, Clerk

Moved by: Rick Owen
Seconded by: Stacy Wight

BE IT RESOLVED THAT Memorandum Number 2021-CLK-018M entitled “**Kirkland Lake District Chamber of Commerce Request for Parade Permit**” be received,

THAT staff be directed to issue a Parade Permit to the Kirkland Lake District Chamber of Commerce for November 26, 2021, and

THAT staff be directed to coordinate details with the applicant for the temporary road closures on parts of Main Street, Government Road, Duncan Avenue and Second Street.

CARRIED

7. Consideration of Notices of Motion

Moved by: Lad Shaba
Seconded by: Rick Owen

BE IT RESOLVED THAT staff be directed to report back to Council on the budgetary impact of the posted position of the Director of Corporate Services.

CARRIED

8. Introduction, Reading and Consideration of By-Laws

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 21-068, being a by-law to authorize the Mayor and Clerk to execute an agreement with Piotrowski Consultants Limited for energy profile information, greenhouse gas emissions and structural information

CARRIED

Moved by: Rick Owen
Seconded by: Lad Shaba

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 21-065, Being a by-law to authorize the Mayor and Clerk to execute an agreement with Automotive Materials Stewardship for safe handling of used oil filters, used oil containers, used antifreeze and its containers

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 21-070, being a by-law to authorize the Mayor and Clerk to execute an agreement with Nigel Bellchamber for the search and recruitment of a Chief Administrative Officer

CARRIED

Moved by: Casey Owens
Seconded by: Lad Shaba

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 21-071, Being a by-law to authorize the execution of an amending agreement with her Majesty the Queen in right of Ontario as represented by the Solicitor General for the provision of police services for the Town of Kirkland Lake

CARRIED

9. Questions from Council to Staff

None noted.

10. Notice(s) of Motion

None noted.

11. Councillor's Reports

11.1 Councillor Updates

*Mayor Kiely vacated the Chair at 7:46pm, Councillor Wight assumed the Chair
Mayor Kiely returned to the Chair at 7:48pm*

Moved by: Eugene Ivanov
Seconded by: Lad Shaba

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

CARRIED

12. Additional Information

None noted.

13. Closed Session

Moved by: Lad Shaba

Seconded by: Rick Owen

BE IT RESOLVED THAT Council move into a Closed Session pursuant to Section 239(2) to discuss 1 land disposition matter and 1 labour relations matter.

CARRIED

Council moved into Closed Session at 7:55 pm

Council rose from Closed Session at 8:36 pm

14. Matters from Closed Session

None noted.

15. Confirmation By-Law

Moved by: Casey Owens

Seconded by: Lad Shaba

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 21-072, being a by-law to confirm the proceedings of Council at its meeting held September 7, 2021

CARRIED

16. Adjournment

Moved by: Stacy Wight

Seconded by: Eugene Ivanov

BE IT RESOLVED THAT Council adjourn the September 7, 2021 Regular Meeting of Council.

CARRIED

The meeting adjourned at 8:37pm

Pat Kiely, Mayor

Meagan Elliott, Clerk

DRAFT



MINUTES

Corporation of the Town of Kirkland Lake
Museum Advisory Committee
Electronically via Zoom
Wednesday, June 16th, 2021
4:45pm

Attendance

Chair: Ann Black, Auxiliary Representative
Members: Meghan Howe
Monica Haase
Stacy Wight, Councillor
Staff: Kelly Gallagher, Municipal Curator
Secretary: Kaitlyn McKay, Facility Administrator

1. Call to Order

Chair Ann Black called the meeting to order

2. Approval of the Agenda

Moved by: Meghan Howe
Seconded by: Monica Haase

BE IT RESOLVED THAT the Agenda for the Museum Advisory Committee held on June 16th, 2021 beginning at 4:54pm be approved as circulated to all Committee Members.

CARRIED

3. Declaration of Pecuniary Interest

None noted.

4. Acceptance of Minutes and Recommendations

4.1 Minutes of the MAC meeting held May 26th, 2021

Moved by: Ann Black
Seconded by: Meghan Howe

BE IT RESOLVED THAT the Museum Advisory Committee accept the minutes of the Museum Advisory Committee meeting held May 26th, 2021.

CARRIED

5. **Items for Discussion**

5.1 Museum & Gift Shop Reopening Plan

Moved by: Monica Haase
Seconded by: Meghan Howe

BE IT RESOLVED THAT the Museum & Gift Shop Reopening Plan be received.

CARRIED

5.2 Emergency Response Plan for Heritage Institutions

Moved by: Ann Black
Seconded by: Stacy Wight

BE IT RESOLVED THAT the Emergency Response Plan for Heritage Institutions be received.

CARRIED

5.3 Portrait of an Artist Series

Moved by: Monica Haase
Seconded by: Meghan Howe

BE IT RESOLVED THAT the Portrait of an Artist Series Report be received.

CARRIED

5.4 Summer Events/Programming & Take Home Kits

Moved by: Ann Black
Seconded by: Meghan Howe

BE IT RESOLVED THAT the Summer Events/Programming & Take Home Kits report be received.

CARRIED

5.5 MAC Terms of Reference Final Draft

Moved by: Monica Haase
Seconded by: Stacy Wight

BE IT RESOLVED THAT the Final Draft of the MAC Terms of Reference including updates from the May 27th meeting, be received.

CARRIED

5.6 Discussion – Ontario Heritage Trust (verbal)

Moved by: Meghan Howe
Seconded by: Ann Black

BE IT RESOLVED THAT the verbal report regarding a meeting with Ontario Heritage Trust be received.

CARRIED

6. Reports

6.1 Auxiliary Report (Verbal) – Representative Ann Black

Moved by: Stacy Wight
Seconded by: Monica Haase

BE IT RESOLVED THAT the verbal Curator's Report for June 2021 be received.

CARRIED

7. Additional Information

8. Date of Next Meeting

8.1 September 16th, 2021 – Chair Monica Haase

9. Adjournment

Moved by: Monica Haase
Seconded by: Meghan Howe

BE IT RESOLVED THAT Members adjourn the June 16th, 2021 Museum Advisory Committee Meeting.

CARRIED

Ann Black, Chair

Kaitlyn McKay, Secretary

APPROVED BY COMMITTEE ON SEPTEMBER 15 2021



KIRKLAND LAKE

THE RIGHT ENVIRONMENT

REPORT TO COUNCIL

Meeting Date: 21/09/2021

Report Number: 2021-CLK-020

Presented by: Meagan Elliott

Department: Corporate Services

REPORT TITLE

Department Updates to Council

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-CLK-020 entitled “**Department Updates to Council**” be received.

BACKGROUND

In 2020, staff began reporting to Council on Key Performance Indicators (KPI's) from each department. This practice unfortunately has not been able to continue in 2021 due to a number of factors, but is something staff aspire to continue in the future. This report is to help update on the status of each department rather than a report on KPI's for the time being (for information purposes only).

RATIONALE

CORPORATE SERVICES

Clerk

Aside from the day to day tasks, the Clerk's Division has been busy revamping processes for marriage and lottery licensing, Commissioner of Oath services and vital statistics. Improving communications, access to information and meeting accessibility standards has been a focus through CJKL daily updates, maintaining the new website and implementing an online by-law database. Some shuffling in the organization has brought the By-Law Enforcement Officer and a Records Management Clerk to the department. In the background, staff have been working on the research of policies, preparation for expiring agreements and gathering information for the 2022 Municipal Election. Regular and Special Council meetings and Committee meetings are ongoing.

Two main projects identified in the Strategic Plan for the Clerk's Division, that unfortunately have taken a backseat, are implementing TOMRMS (internal file structure/record retention) and implementing the iCompass agenda software. Small steps are being taken on these projects but, as they affect and require work from all departments, it is not realistic to currently implement with the staffing holes in the organization. The Division looks forward to continuing these projects with the recruitment of a Director of Corporate Services and CAO.

Municipal Information Systems (MIS)

The MIS Division has made progress in a number of areas this year:

Exchange

- The temporary exchange server was deployed to resolve reliability and performance issues.
- Exchange will be migrated onto a new server when the VMWare Cluster is operational.
- The new servers will sit in a zone outside of our normal network.
- Spam filters have been fully enabled and more advanced rules were created to reduce spam.

Active Directory

- A cleanup of the Active Directory system was completed, reducing references to old Servers that were never decommissioned but just taken offline.
- DNS (Domain Name System) was cleaned up, reducing records for servers that haven't been around in many years.
- A new server was setup for WSUS (Windows Server Update Services) to push updates to Servers/Workstations.
- Although the server is providing updates, devices from the other facilities are having issues getting updates due to limited bandwidth from Town Hall.

Backups

- Veeam Backup and Replication was purchased and installed to perform backups of our servers.

- Offsite backups are still being worked on. Limited bandwidth makes it difficult to sync backups to the cloud. Replication over Point to Point Wireless is an option, but terrain in Kirkland Lake is very uneven which limits this option.

Workstation Replacements/Upgrades

- Replacement computers have almost all arrived after delays getting electronics due to COVID/Chip Shortage.
- MDT (Microsoft Deployment Toolkit) was set up, giving IT the ability to automate the initial installation and configuration of the computer.
- A partial order of workstation upgrades was completed, some devices have been upgraded already.
- With the arrival of the MIS Technician, the goal is to have Workstation Replacement/Upgrades completed by the end of November.

Asset Management

- Asset Management for IT Assets was deployed. All new devices are documented when they are received and given a unique asset ID tag.
- MDM (Mobile Device Management) is almost complete to manage Corporate owned Apple Devices.

Network

- Network Documentation was created, detailing the Firewall External and Internal Addressing. Existing and future network subnets have also been documented.
- Cisco Layer 3 Switches were installed at Town Hall for increased redundancy, reliability and performance.
- Wireless Access Point's were ordered but are back-ordered. Work has began on to support standardization of Wireless Networks company wide. When new Access Points are installed the Staff and Guest networks will be the same at all locations.

Operating without the Director of Corporate Services has been difficult without leadership to discuss plans and major focus points. While ending the contract with KDH was beneficial, it has required additional work to implement. Having the MIS technician, starting next week, will help ease burdens.

One of the big things that has hindered progress is COVID and the demand it has put on electronics. Orders from June are still waiting to be received. Items that were ordered for capital projects will tentatively arrive by the end of the month.

Another problematic issue is the limited upload bandwidth that is available through our Internet. It's difficult to replicate large sets of information between facilities or complete offsite backups. There has also been numerous outages affecting all facilities, some due to billing issues and a couple to network outages through the ISP. Situations such as these would benefit from having a Director to communicate with as there are different ways to address the issue.

Human Resources and Benefits

Aside from day to day tasks, the HR department has been busy with the following:

- Recruiting initiatives to secure key staff.
- Working with a consultant to secure a new CAO.
- Updating all job descriptions on a new template.
- Preparing for the upcoming Compensation/Pay Equity Review, which in turn will allow updates to those related policies.

Earlier in the year, the HR department successfully completed the following:

- Established a new on-boarding and off boarding procedure, which then allowed modification to the new Recruitment and Selection policy to reflect current process.
- Negotiated multiple collective agreements.

The HR department looks forward to continuing these projects and starting others while heading into the next quarter. The main challenge in the HR department is the lack of leadership from not having a direct report. The HR department is looking forward to having the Director of Corporate Services role filled to alleviate this challenge.

Procurement

Ryan Dagelman has officially moved into the Procurement and Risk Management Coordinator position and is working on training and shaping this role.

Treasury

Reported separately.

PUBLIC WORKS

Roads

The Roads Division has been busy completing a number of initiatives over the past year including:

- Improvement of sidewalks. Considering the amount of sidewalks present in Kirkland Lake, sidewalk maintenance is a large task that requires a lot of man hours. Sidewalk safety is a constant concern as staff must meet the minimum maintenance standards, which is challenging with the age of the sidewalks. By the end of this year, staff will have completed approximately 95% of the installation of the AODA required Tactile Plates on numerous intersections. Efforts to improve sidewalks will continue for several years to come.
- Improving the storm water system by replacing deteriorated culverts and CSP storm leads. Improvements on catch basins are ongoing as well.
- Since early August of this year, staff now actively maintain the roads around Goodfish Lake. With time there are plans to improve drainage, signage and add gravel to the road surface. The roads are in good shape overall. Some foreslopes have been stabilized with RIP RAP (clean blast rock approximately 6 inches in diameter).
- Progress with PSD for Asset Management is ongoing. Funding approval is still pending to move forward with more required data collection with Streetscan.
- Improvements to Nipissing Lane's storm drainage, catch basins and culverts. EXP is working on getting staff grading templates and drawings to pave Nipissing Lane. Request for Quotations were sent to paving companies to pave Nipissing Lane this year before snowfall, but this may be challenging.
- Bridge inspections will be completed by EXP at the end of September.
- The 2 radar signs have been ordered and delivery is expected shortly.
- The next intake for Connecting Link Funding is due November 19. Staff will once again apply for the section from Burnside Drive to the Northern College entranceway, including a pedestrian crosswalk at Burnside.

Challenges affecting the Roads Division include:

- Asphalt prices have gone up significantly this year. The average price for asphalt in the last 2 years was approximately \$385 per ton, while this year's lowest price

is \$625 per ton. Staff will do as much asphalt work as the budget will allow this year.

- Due to the time of the year and the price of asphalt, it is unlikely there will be enough time and funds to complete the paving on Wilson Ave this year. There are existing storm water drainage issues at this location and a detailed plan will be required from a design firm.
- Beaver activity is causing some drainage issues in several locations around town. Obtaining services from a licensed trapper has been challenging as they are very busy elsewhere, but efforts are ongoing.
- A few employees from the Roads department have retired. Positions have been filled for 2 new truck drivers, 1 new heavy equipment operator, 2 roads labourers, 1 new mechanic, 2 spare wingmen, 1 spare trackless operator and 1 crossing guard. Another crossing guard is needed due to a recent unexpected departure.
- Eight current employees have been granted permission to obtain DZ Licences. The department is lacking DZ drivers to cover the requirements of winter operations this year. Delays for obtaining the licences are expected as Service Ontario and the Driving Center are experiencing major COVID related delays.
- There have been many breakdowns of the 2 old backhoes. Staff emphasizes the need for 2 new backhoes in 2022.
- Airport maintenance for the upcoming winter is a concern with needing to hire someone to complete this work. The department does not have a spare staff member to put in that position (a non-union position).

Water

The Water Division has been busy completing a number of initiatives over the past year including:

- There was an internal promotion for Waterworks Foreman in July with the former Waterworks Pipelayer position in the process of being filled. A Waterworks Labourer was hired in July as well.
- The new SCADA (Supervisory Control and Data Acquisition) system has been installed at the Kirkland Lake Water Treatment Plant. Testing is currently underway and the new system should be up and running by month end. The project is expected to be on budget.

- The contract for the Swastika Wastewater Forcemain has been awarded to Pedersen Construction and is expected to begin in October, with completion scheduled for next summer. \$1.4 million in additional funding will need to be secured.
- The contract to service KL Gold #4 Shaft with water and sewer is currently out for tender, closing Sept 29. Also included in the contract is replacement of three 18” water valves by the Miners Monument, providing much needed control.
- The project for Water System Modeling is completed with the final report due shortly. The project has come in on budget. It has indicated further study will be necessary before implementation of the proposed Chaput Hughes Pressure System.
- The waterworks cargo trailer has been purchased.
- All three entrances to the Underground Tunnel beneath Kirkland Lake have been identified. One of the three entrances has been modified for easier access. An RFP for the investigation/inspection of the tunnel and the 18” sanitary sewer inside the tunnel recently closed. Staff recommends proceeding with the proposal from Andrews Engineering, which will fall within budget. The work will be completed in October.
- A 2 year extension to the contract with OCWA for operation of the Water Plant and Wastewater Plants is being recommended. OCWA continues to provide exceptional operational service. Many capital replacements and upgrades to the plants are currently underway.
- An application for funding to replace the standby generator at the Kirkland Lake Water Treatment Plant was recently submitted, with a response expected early next year.

DEVELOPMENT SERVICES

The department has been operating very well despite the lack of a Director, the impact of COVID and staff reassignment to cover for lack of capacity in other areas of operation. The Administrative Assistant has excelled as the main point of contact for the public and rendering clerical support to the divisions. Future plans are to hire a planner on retainer to provide professional guidance with large projects or those requiring specialized legal knowledge. A number of initiatives could benefit from additional staffing, specifically an intern that could be applied to public outreach programming. Areas that will require reconsideration include Airport operations and responsibility for Age Friendly programming.

Waste Management

- 50 tonnes of mixed gravel aggregate was accepted at the landfill from the HWY 66 reconstruction. This material is being used to enhance the road system and segregation areas.
- Wood waste material is accepted from Northland Power and is used for daily cover material until volumes are depleted.
- Completed topographical/waste volume survey will help identify the actual quantities of waste disposed of as well as the life expectancy of the landfill.
- Upcoming:
 - Waste Reduction Week Public event (October)
 - Transition of HMHW from Stewardship Ontario to the extended producer responsibility network October 1, 2021.
 - Blue box consultations continue and are ongoing for next steps in the producer responsibility framework.

Airport

- Afterhours fuel call outs continue to be suspended due to staff shortages (NOTAM issued). The Airport is unmanned with services restricted to Monday-Friday during operating hours.
- Charter flights continue to decline in frequency, more specifically from KL Gold.
- Medi Vac flights average one every three days.
- MNR usage was high in July and tapered off in August. Their lease ends at the end of September.
- KL Gold hosted successful drive-in movie in August.
- T.N.T. hosted their second drag race weekend in August.

Building and Property

- Education Program: Staff are researching best practices to create a proactive public education program covering areas such as use of shipping containers, permits, property standards etc.
- Inter-Departmental Cooperation: Staff are coordinating inspections with the Fire Department to improve public service, as Fire Department orders usually trigger

building permit requirements. Both Departments are exploring the options and process for Court enforcement of unresolved orders (building and fire).

- Permits and Applications: Are ongoing and in coordination with CBO; inspections have been hampered by inability to secure additional vehicle for department.
- Property Standards Program: Staff are researching best practices to reduce the number of vacant buildings in town and to encourage the sale of abandoned buildings rather than execute publicly funded demolition (especially on Government Road stretch).
- Demolitions: A major demolition is slated for October and staff is preparing for additional residential demolition, along with drafting up to date SOP/ SOG for demolitions.

Planning

- The primary position has been rationalized- responsibilities regarding recycling management have been transferred to the Waste Manager. The new position (Planning Administrator) focuses solely on planning and zoning related issues. There are future responsibilities to consider for rationalization including Age Friendly planning. There is also exploration of future professional development options.
- Reporting on industrial land options has been completed. The upcoming focus will be on expansion options within the existing industrial park. Important sub-projects in place include KLG transformer/distribution station and CHAR Technologies' biomass site.
- Work is progressing on the update to residential land stock and feasibility of remote/seasonal lot sales.
- Ongoing:
 - Land sales (active) and mapping.
 - Document management duties increased in relative importance. This includes rationalization of snowmobile trail agreements, vetting of property and engineering files stored onsite, review of legal agreement templates and by-law updates (parking, sign, fence, etc.). Departmental support to by-law enforcement requirements is occurring after transfer to the Clerk's Division.

- Capital Asset Management work is in progress. The Division is part of the inter-department effort to implement asset management protocols and practices.

Economic Development

- CIP program: Two projects out of three authorized in 2020 are concluded. Four enquiries were received in 2021; 2 will result in applications.
- Forestry: The harvesting proposal was rejected; work continues on alternative land use options, and update to land management agreement.
- Land sales: The Division is working closely with the Planning Administrator on land sales for commercial and industrial development. The Heritage North sale project is closed.
- Business Assistance: There are four ongoing projects. CHAR Technologies biomass project is changing from recruitment to a development status.
- Community Development: One application for assistance under the Community Grants program is being worked on. There has been cooperation with Réseau du Nord and regional partners on Francophone immigration. Staff are also working with local and regional partners to scope out a larger project encompassing population retention, newcomer attraction and labour force development.

COMMUNITY SERVICES

Parks and Recreation

Civic Ice Rink

- The rink was open from January 19, 2021 – February 12, 2021, Monday through Friday. Supervision was provided from 4-7pm to enforce COVID-19 protocols.
- Registration was required for use with a maximum of 10 skaters per hour.
- Over 300 skaters registered.

Complex Ice

- The rink was open from February 16-April 3, 2021.
- \$17,315 was generated in revenues.

- The ice plant retrofit began in August 2021 with the remainder of the work to be completed in the spring of 2022 due to delay of materials.
- Users groups are beginning in the fall of 2021 from September 2 to October 5.

Slo Pitch

- Women's slo-pitch ran a shortened season starting in July.
- \$2250 was generated in revenues.

Day Camp

- 3 weeks of camp were hosted at full capacity, each week with 20 campers.
- Themes for each week were:
 - Sports Camp – July 12
 - Adventures & Science Camp – July 26
 - Epic Hollywood Camp – August 16

Aquatic Center

- The facility is currently offering 25 recreational swims per week.
- Capacity is limited to the number that are able to be 2m from each other – approximately 25% capacity of regular capacity.
- 20 part time aquatic staff teach swim lessons and lifeguard.
- 6156 visits to the pool have occurred to date.
- \$18,000 in revenue has been generated from recreational swims.
- 234 swim lesson registrations have been received generating \$19,000.
- Rentals including birthday parties, day cares and swim team use have generated \$7700 to date.

Kirkland Lake Food and Artisan Market

- The market is in its 5th year of operation.
- The average number of vendors in attendance each week is 19.

- The average number of customers in attendance each week is 400.
- Total revenue to date is \$3,509.97.
- Mini Farmers Club – The Division’s summer student hosted family friendly activities for kids during the market. Over 30 kids were registered for this free program. The Activity Coordinator and Early ON Timiskaming will continue activities for kids at the Market until October 5th.
- THU has hosted 3 pop-up vaccination clinics during the market. 200+ people have been vaccinated at these clinics.

Recreational Programming

- There were 2 Pickleball workshops offered as courtesy of volunteer and staff efforts. 21 people attended.

Fitness

- 10 different classes per week are currently offered.
- There were 575 registrations for classes in 2021.
- \$35,500 in revenue has been generated to date for classes and memberships.
- The Division is in the 7th year of offering seniors 65+ fitness classes (falls prevention initiative), fully funded by the Province.

Ski and Snowshoe Use

	Snowshoes	Jr Snowshoe	Adult Skis	Junior Skis	Skate Skis
December	33	1	138	17	1
January	58	4	134	41	4
February	80	27	137	29	2
March	73	4	92	9	0
Totals:	244	36	501	96	7

- 18 lessons were taught

Memorial Benches

- 4 were sold during 2021 at various locations.

The Community Complex was closed for 151 days in 2021, from January 1st (closed December 23, 2020) to February 16, 2021, and from April 3-July 16, 2021. During the closures numerous projects were completed, including:

- Employee Wellness Strategy
- Volunteer Screening Guide
- Affordable Access
- Youth Fitness Orientation
- Equipment inventory
- Amazing Race: COVID Edition
- Take-Home Fitness Kits
- Virtual & Outdoor Fitness Classes
- Annual maintenance
- Staff training
- Advanced Lifeguard programs

Kirkland Lake Cemetery

Although there were some COVID restrictions in place at the Cemetery, such as masking and distancing, the cemetery operated similarly as in the past. The following was completed:

- Sunken Graves- 260
- Foundations- 13
- Flat Marker installations- 14
- Fallen Monuments- 25
- Cremation internment- 32
- Full Burial- 11

- Plot sales- 10
- Columbarium sale- 11
- Marker cleaning- 2

Museum of Northern History

Staffing

- The Museum employed two summer students for 2021, through Young Canada Works.
- The Part Time employee returned in August and the Curator was working at Heritage North for a good portion of the summer to handle the collection until the last day prior to new ownership.

Gallery

- The Museum had one exhibition for the months of July & August.
- 4 pieces were sold during the exhibition. The Museum's commission was \$202.50.
- One to two more exhibitions will close out the year for the Gallery.

Attendance

- The Museum saw 275 admissions in July & August, with family admissions at 4 people, it was close to 470 people. One summer activity day was held for 13-15 people. The revenue generated was \$1,878.28.

Memberships

- 21 memberships were purchased in July/August 2021. There were 3 renewals and 18 new members, 6 of which are from out of town. The revenue generated was \$715.00.

Gift Shop

- There were 172 Consignment Sales (Museum receives 25% commission on Consignment sales), 21 Centennial Coin Sales and 193 Museum Gift Shop Sales. The revenue generated was \$3,648.29.

Rentals

- The facility hosted Shakespeare in the Park, a partnership event between the Museum, Auxiliary & Save the Lasalle. There were 7.5 nights of performances using the grounds.
- There was also 1 wedding rental (outdoor grounds), 1 wedding photo rental (indoors) and 1 Celebration of Life (indoors). There was a total attendance around 568 people.

In total, between July 1st & August 31st, \$8,108.76 was brought in from revenue (taxes included), including donations, Gift Shop sales, membership and admission purchases, 2 Hall rentals and Gallery sales. An additional \$1,353.91 was billed for research and rental fees.

Heritage North

Ownership of the facility was transferred in July. Prior to this the facility was home to the numerous vaccination clinics hosted by the Timiskaming Health Unit. Revenues for 2021 were over \$20,000 for the time the facility was open.

Grants and Funding

Grants and funding secured by the Community Services Department included:

- Seniors Community Grant - \$25,000 – staff wages, marketing, supplies – Age Friendly Community
- Healthy Communities - \$39,100 – community pizza oven, nature inspired play area, raised garden beds
- Summer Experience Program – Activity Coordinator - \$3,723
- Canada Summer Jobs - \$20,953 – summer students
- Municipal Modernization Round 2 - \$132,975 (Town's contribution is \$44,325)
- The Temiskaming Foundation – partnership with THU - \$3,000 – Bike Repair Station
- Participaction - \$500 – Take home Fitness Kits
- Participaction - \$500 – partnership with THU – Amazing Race virtual

FIRE SERVICES

Operation was mostly status quo for Fire Services over the past year. Inspections, public education and training had gone down initially due to COVID but have been increasing again over the past year.

TECK PIONEER RESIDENCE

Developments over the past year include:

- The home's staffing remains stable at present with a few vacancies currently posted.
- TPR continues to work closely with Northern College as well as other online colleges offering the PSW program. The facility has hosted 12 students doing clinical placements and will welcome 6 to continue to complete their preceptorship hours in the home.
- The home continues to follow all Public Health and Ministry of Health and Long Term Care COVID protocols for screening, swabbing, vaccination, education, cleaning and disinfection as well as PPE use.
- COVID funding remains in place for additional staffing and supplies to assist in prevention and containment of any spread of infection in the home.
- The residents and families have enjoyed the summer with increased small group activities and more access to visits indoors and outdoors.

On top of the main pandemic related obstacles, other struggles faced by the residence have included:

- Staff are awaiting a funding update/announcement in the coming weeks in order to move ahead with planned and budgeted increases to the staffing compliment (PSW and RPN hours). There is inability to move towards projected increases until funding is released.
- Some capital projects are in progress, others will begin soon as there have been many delays in getting quotes, ordering and receiving materials and supplies as well as getting contractors into the home to complete some projects (COVID related setbacks).



REPORT TO COUNCIL

Meeting Date: 9/21/2021

Report Number: 2021-FIN-003

Presented by: Peter Georgeoff

Department: Corporate Services

REPORT TITLE

2021 Operating Financial Reports – YTD August

RECOMMENDATION

BE IT RESOLVED THAT Report Number 2021-FIN-003 entitled “**2021 Operating Financial Reports – YTD August**” be received.

BACKGROUND

On June 15, 2021 Council passed the 2021 General Operating budget for the Corporation of the Town of Kirkland Lake in the amount of (net) \$17,403,881 under By-Law 21-045 and directed that \$10,764,046 be raised for municipal purposes by means of taxation under By-Law 21-047.

The Water Operating budget of \$2,773,151 and the Wastewater budget of \$1,964,833 were also passed under By-Law 21-045.

RATIONALE

Appendix A to this Report provides Council with the status of the 2021 General Operating budget (year-to-date August) as at September 14, 2021.

Appendix B to this Report provides Council with the status of the 2021 Water Operating budget (year-to-date August) as at September 14, 2021.

Appendix C to this Report provides Council with the status of the 2021 Wastewater Operating budget (year-to-date August) as at September 14, 2021.

CONSULTATIONS

Performance Improvement Coordinator

ATTACHMENTS

Appendix A – General Operating Financial Report – Year To Date: August/2021

Appendix B – Water Operating Financial Report – Year To Date: August/2021

Appendix C – Wastewater Operating Financial Report – Year To Date: August/2021

Appendix D – 2021 Operating Budget

Appendix E – 2021 Water and Wastewater Budgets

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
COMMUNITY SERVICES				
Recreation				
Revenues				
	User Fees	(111,309)	(324,411)	34%
	Grants	(47,337)	(48,950)	97%
	Donations	(2,550)	(8,000)	32%
	Recoveries	(4,634)	(2,032)	228%
	Total Revenues :	(165,830)	(383,393)	43%
Expenditures				
	Labour and Related	672,244	1,189,069	57%
	Contracted Services	14,856	39,032	38%
	Materials and Supplies	87,001	194,602	45%
	Utilities	207,284	503,154	41%
	Administration and Other	182,274	210,785	86%
	Interest and LTD Payments	594,879	899,357	66%
	Rents and Financial	3,437	16,500	21%
	Subtotal :	1,761,975	3,052,499	58%
	Tax Levy \$'s for Capital	35,208	45,507	77%
	Total Expenditures :	1,797,183	3,098,006	58%
Cemetery				
Revenues				
	User Fees	(131,135)	(130,615)	100%
	Recoveries	(3,925)	-	100%
	Penalties and Interest	(828)	(440)	188%
	Total Revenues :	(135,888)	(131,055)	104%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
Expenditures				
	Labour and Related	78,083	91,357	85%
	Contracted Services	8,712	3,000	290%
	Materials and Supplies	12,068	12,150	99%
	Utilities	2,678	1,250	214%
	Administration and Other	6,023	12,830	47%
	Interest and LTD Payments	3,795	-	100%
	Subtotal :	111,359	120,587	92%
	Total Expenditures :	111,359	120,587	92%
Museum				
Revenues				
	User Fees	(9,088)	(6,150)	148%
	Grants	(13,671)	(61,873)	22%
	Donations	(91)	(2,200)	4%
	Recoveries	(43)	(250)	17%
	Total Revenues :	(22,893)	(70,473)	32%
Expenditures				
	Labour and Related	132,862	198,585	67%
	Contracted Services	6,863	25,150	27%
	Materials and Supplies	7,020	27,906	25%
	Utilities	8,467	14,800	57%
	Administration and Other	14,244	18,229	78%
	Rents and Financial	919	1,000	92%
	Reserve Transfers	110	-	100%
	Subtotal :	170,485	285,670	60%
	Total Expenditures :	170,485	285,670	60%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
Heritage North				
Revenues				
	User Fees	(19,987)	(18,000)	111%
	Recoveries	(301)	(300)	100%
	Total Revenues :	(20,288)	(18,300)	111%
Expenditures				
	Labour and Related	38,738	84,605	46%
	Contracted Services	2,755	2,624	105%
	Materials and Supplies	5,272	9,200	57%
	Utilities	16,142	29,300	55%
	Administration and Other	25,413	27,380	93%
	Rents and Financial	-	150	0%
	Subtotal :	88,320	153,259	58%
	Total Expenditures :	88,320	153,259	58%
Child Care				
Revenues				
	Rental Income	(12,000)	(18,000)	67%
	Total Revenues :	(12,000)	(18,000)	67%
Expenditures				
	Labour and Related	1,911	2,928	65%
	Materials and Supplies	792	574	138%
	Administration and Other	2,910	2,910	100%
	Subtotal :	5,613	6,412	88%
	Total Expenditures :	5,613	6,412	88%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
Library				
Revenues				
	User Fees	(2,155)	(4,650)	46%
	Grants	(8,330)	(34,422)	24%
	Investment Income	-	(9,154)	0%
	Donations	(5,601)	(2,650)	211%
	Recoveries	-	(169)	0%
	Penalties and Interest	(2)	-	100%
	Total Revenues :	(16,088)	(51,045)	32%
Expenditures				
	Labour and Related	176,450	284,585	62%
	Contracted Services	12,270	18,400	67%
	Materials and Supplies	19,819	30,454	65%
	Utilities	7,131	13,400	53%
	Administration and Other	11,543	18,040	64%
	Rents and Financial	1	-	100%
	Subtotal :	227,213	364,879	62%
	Tax Levy \$'s for Capital	-	15,339	0%
	Total Expenditures :	227,213	380,218	60%
<u>DEVELOPMENT SERVICES</u>				
Planning				
Revenues				
	User Fees	(35,698)	(37,000)	96%
	Recoveries	(209)	-	100%
	Total Revenues :	(35,907)	(37,000)	97%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
Expenditures				
	Labour and Related	75,455	128,981	59%
	Contracted Services	15,210	46,000	33%
	Materials and Supplies	440	1,900	23%
	Administration and Other	6,314	12,625	50%
	Subtotal :	97,419	189,506	51%
	Total Expenditures :	97,419	189,506	51%
Building				
Revenues				
	User Fees	(71,125)	(60,000)	119%
	Recoveries	(7,548)	(21,400)	35%
	Total Revenues :	(78,673)	(81,400)	97%
Expenditures				
	Labour and Related	77,812	119,039	65%
	Contracted Services	77,399	160,600	48%
	Materials and Supplies	1,675	5,800	29%
	Administration and Other	17,110	8,880	193%
	Subtotal :	173,996	294,319	59%
	Tax Levy \$'s for Capital	-	186,000	0%
	Total Expenditures :	173,996	480,319	36%
Waste Management				
Revenues				
	User Fees	(7,567)	(12,000)	63%
	Recoveries	(290,823)	(435,500)	67%
	Total Revenues :	(298,390)	(447,500)	67%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
Expenditures				
	Labour and Related	113,549	129,308	88%
	Contracted Services	598,008	1,023,278	58%
	Materials and Supplies	26,014	82,112	32%
	Administration and Other	1,877	7,535	25%
	Interest and LTD Payments	35,019	53,655	65%
	Subtotal :	774,467	1,295,888	60%
	Total Expenditures :	774,467	1,295,888	60%
Economic Development				
Revenues				
	Contributions from Reserves/Reserve Funds	(81,423)	(128,360)	63%
	User Fees	(5,500)	-	100%
	Grants	(1,674)	(45,000)	4%
	Rental Income	(127,860)	(191,791)	67%
	Recoveries	(2,054)	(3,640)	56%
	Total Revenues :	(218,511)	(368,791)	59%
Expenditures				
	Labour and Related	97,301	150,990	64%
	Contracted Services	8,395	97,450	9%
	Materials and Supplies	56	200	28%
	Administration and Other	17,378	164,309	11%
	Interest and LTD Payments	89,521	137,223	65%
	Reserve Fund Transfers	5,500	-	100%
	Subtotal :	218,151	550,172	40%
	Total Expenditures :	218,151	550,172	40%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
Animal Control				
Revenues				
	Recoveries	(2,085)	(9,600)	22%
	Total Revenues :	(2,085)	(9,600)	22%
Expenditures				
	Contracted Services	41,484	70,945	58%
	Materials and Supplies	16	800	2%
	Utilities	1,499	2,600	58%
	Administration and Other	746	725	103%
	Subtotal :	43,745	75,070	58%
	Total Expenditures :	43,745	75,070	58%
Residential Development				
Revenues				
	Miscellaneous	(1,300)	(10,000)	13%
	Total Revenues :	(1,300)	(10,000)	13%
Expenditures				
	Administration and Other	-	1,650	0%
	Subtotal :	-	1,650	0%
	Total Expenditures :	-	1,650	0%
Airport Operations				
Revenues				
	User Fees	(62,924)	(111,940)	56%
	Recoveries	(450)	(3,500)	13%
	Total Revenues :	(63,374)	(115,440)	55%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
Expenditures				
	Labour and Related	54,795	58,676	93%
	Contracted Services	1,370	3,000	46%
	Materials and Supplies	15,833	58,750	27%
	Utilities	13,117	16,100	81%
	Administration and Other	24,089	28,088	86%
	Rents and Financial	397	2,000	20%
	Subtotal :	109,601	166,614	66%
	Total Expenditures :	109,601	166,614	66%
ADMINISTRATION				
General Administration				
Revenues				
	User Fees	(18,718)	(30,000)	62%
	Recoveries	(7,182)	-	100%
	Total Revenues :	(25,900)	(30,000)	86%
Expenditures				
	Labour and Related	264,383	502,100	53%
	Contracted Services	22,140	57,000	39%
	Materials and Supplies	3,852	8,000	48%
	Utilities	14,566	24,800	59%
	Administration and Other	114,584	112,650	102%
	Reserve Transfers	5,000	5,000	100%
	Subtotal :	424,525	709,550	60%
	Total Expenditures :	424,525	709,550	60%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
Treasury				
Revenues				
	User Fees	(14,811)	(15,000)	99%
	Recoveries	(332)	-	100%
	Penalties and Interest	(284,340)	(355,000)	80%
	Total Revenues :	(299,483)	(370,000)	81%
Expenditures				
	Labour and Related	477,554	759,300	63%
	Contracted Services	23,474	35,910	65%
	Materials and Supplies	3,023	7,500	40%
	Administration and Other	183,456	163,300	112%
	Rents and Financial	1,644	4,000	41%
	Program Support	(99,336)	(149,000)	67%
	Subtotal :	589,815	821,010	72%
	Tax Levy \$'s for Capital	11,697	11,700	100%
	Total Expenditures :	601,512	832,710	72%
Human Resources				
Revenues				
	Total Revenues :	-	-	
Expenditures				
	Labour and Related	157,481	252,050	62%
	Contracted Services	12,211	9,600	127%
	Materials and Supplies	1,458	13,300	11%
	Administration and Other	11,176	6,050	185%
	Subtotal :	182,326	281,000	65%
	Total Expenditures :	182,326	281,000	65%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
MIS Systems				
Revenues				
Total Revenues :		-	-	
Expenditures				
	Labour and Related	47,643	123,904	38%
	Contracted Services	26,390	40,600	65%
	Materials and Supplies	11,766	4,410	267%
	Administration and Other	14,941	41,424	36%
Subtotal :		100,740	210,338	48%
	Tax Levy \$'s for Capital	-	215,080	0%
Total Expenditures :		100,740	425,418	24%
Procurement and Risk Mgmt				
Revenues				
Total Revenues :		-	-	
Expenditures				
	Labour and Related	1,873	-	100%
Subtotal :		1,873	-	100%
Total Expenditures :		1,873	-	100%
GOVERNANCE				
Mayor and Council				
Revenues				
Total Revenues :		-	-	
Expenditures				
	Labour and Related	100,251	153,180	65%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
	Contracted Services	4,737	20,000	24%
	Materials and Supplies	8	300	3%
	Administration and Other	21,395	5,050	424%
	Subtotal :	126,391	178,530	71%
	Total Expenditures :	126,391	178,530	71%
<u>PROTECTIVE SERVICES</u>				
Fire				
Revenues				
	User Fees	(500)	(500)	100%
	Grants	(6,500)	(6,500)	100%
	Recoveries	(1,343)	(3,000)	45%
	Total Revenues :	(8,343)	(10,000)	83%
Expenditures				
	Labour and Related	1,055,577	1,664,307	63%
	Contracted Services	26,184	42,519	62%
	Materials and Supplies	14,201	42,500	33%
	Utilities	7,766	12,377	63%
	Administration and Other	43,646	77,009	57%
	Subtotal :	1,147,374	1,838,712	62%
	Tax Levy \$'s for Capital	-	50,000	0%
	Total Expenditures :	1,147,374	1,888,712	61%
Police				
Revenues				
	User Fees	-	(2,500)	0%
	Grants	(35,388)	(73,000)	48%
	Recoveries	(3,412)	(7,000)	49%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
	Rental Income	(51,167)	(76,750)	67%
Total Revenues :		(89,967)	(159,250)	56%
Expenditures				
	Labour and Related	11,630	18,950	61%
	Contracted Services	1,712,852	2,570,426	67%
	Materials and Supplies	-	300	0%
	Utilities	13,389	21,500	62%
	Administration and Other	7,755	9,950	78%
Subtotal :		1,745,626	2,621,126	67%
Total Expenditures :		1,745,626	2,621,126	67%
<u>PUBLIC WORKS</u>				
Roads and Maintenance				
Revenues				
	Grants	(8,980)	-	100%
	Recoveries	(9,351)	(40,000)	23%
Total Revenues :		(18,331)	(40,000)	46%
Expenditures				
	Labour and Related	1,053,715	1,812,784	58%
	Contracted Services	78,681	251,318	31%
	Materials and Supplies	363,637	1,117,338	33%
	Utilities	39,361	73,050	54%
	Administration and Other	220,871	293,520	75%
	Interest and LTD Payments	32,533	59,984	54%
	Reserve Transfers	112,500	112,500	100%
Subtotal :		1,901,298	3,720,494	51%
	Tax Levy \$'s for Capital	6,083	58,616	10%
Total Expenditures :		1,907,381	3,779,110	50%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
Streetlighting				
Revenues				
	Recoveries	(8,227)	-	100%
	Total Revenues :	(8,227)	-	100%
Expenditures				
	Labour and Related	-	1,250	0%
	Contracted Services	5,124	15,000	34%
	Materials and Supplies	3,709	10,000	37%
	Utilities	30,266	52,000	58%
	Interest and LTD Payments	79,625	119,470	67%
	Subtotal :	118,724	197,720	60%
	Total Expenditures :	118,724	197,720	60%
<u>TECK PIONEER RESIDENCE</u>				
Teck Pioneer Residence				
Revenues				
	Grants	(728,464)	(625,092)	117%
	Donations	(9,611)	(30,000)	32%
	Recoveries	(41,028)	(53,644)	76%
	Contributions from Reserves/Reserve Funds	(787)	-	100%
	Teck Pioneer	(4,083,242)	(6,104,559)	67%
	Total Revenues :	(4,863,132)	(6,813,295)	71%
Expenditures				
	Labour and Related	3,697,460	5,333,570	69%
	Contracted Services	141,927	313,433	45%
	Materials and Supplies	499,280	868,500	57%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
	Utilities	76,101	210,000	36%
	Administration and Other	30,204	60,000	50%
	Interest and LTD Payments	490,648	569,200	86%
	Rents and Financial	-	60	0%
	Subtotal :	4,935,620	7,354,763	67%
	Tax Levy \$'s for Capital	10,444	10,800	97%
	Total Expenditures :	4,946,064	7,365,563	67%
<u>OUTSIDE CHARGES / OTHER</u>				
Outside Charges (Requisitions)				
Expenditures				
	Timiskaming Health Unit	275,773	367,698	75%
	Ambulance	503,549	770,913	65%
	Ontario Works	215,331	327,955	66%
	Social Housing	298,185	447,645	67%
	Child Care	35,197	53,337	66%
	MPAC	83,330	111,107	75%
	Total Expenditures :	1,411,365	2,078,655	68%
	Total Revenues from above :	(6,384,609)	(9,164,542)	70%
	Total Expenditures from above :	16,531,453	27,161,465	61%
	Less Tax Levy \$'s for Capital :	(63,432)	(593,042)	11%
	Net (Bylaw 21-045) :	10,083,411	17,403,881	58%
Taxation/Other				
Revenues				
	OMPF	(4,669,950)	(6,226,600)	75%
	Provincial Offences Act	(43,110)	(50,000)	86%
	COVID-19 Funding from MMAH	(66,914)	(86,683)	77%

Town of Kirkland Lake
General Operating Financial Report

As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
	Contributions from Reserves/Reserve Funds	(657,745)	(657,745)	100%
	Payments in Lieu of Taxes	(194,877)	(211,849)	92%
Total Revenues :		(5,632,596)	(7,232,877)	78%
Expenditures				
	Reserve Fund Transfers	5,709	-	100%
	Reserve Transfers	3,057,300	-	100%
	Tax Levy \$'s for Capital	63,432	593,042	11%
Total Expenditures :		3,126,441	593,042	
Total Tax Levy (Bylaw 21-047) :			10,764,046	

Town of Kirkland Lake
Water Operating Financial Report

Appendix B
As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
<u>WATER</u>				
Water				
Revenues				
	User Fees	(1,778,056)	(2,732,051)	65%
	Recoveries	(28,247)	(31,100)	91%
	Penalties and Interest	(16,407)	(10,000)	164%
	Total Revenues :	(1,822,710)	(2,773,151)	66%
Expenditures				
	Labour and Related	361,255	576,828	63%
	Contracted Services	400,950	743,408	54%
	Materials and Supplies	53,854	196,025	27%
	Utilities	207,535	438,500	47%
	Administration and Other	90,210	113,753	79%
	Interest and LTD Payments	19,112	28,802	66%
	Program Support	56,280	89,420	63%
	Reserve Fund Transfers	849,242	586,415	145%
	Subtotal :	2,038,438	2,773,151	74%
	Total Expenditures :	2,038,438	2,773,151	74%

Town of Kirkland Lake
Wastewater Operating Financial Report

Appendix C
As at : September 14/2021

YEAR TO DATE : AUGUST/2021		Actual \$	Budget \$	Budget %
Anticipated Budget Used (with 10% tolerance) :	77%	YTD	Full Year	Used
WASTEWATER				
Wastewater				
Revenues				
	User Fees	(1,309,994)	(1,932,402)	68%
	Recoveries	(699)	(19,953)	4%
	Penalties and Interest	(13,459)	(12,478)	108%
	Total Revenues :	(1,324,152)	(1,964,833)	67%
Expenditures				
	Labour and Related	173,043	588,666	29%
	Contracted Services	329,021	612,992	54%
	Materials and Supplies	2,855	75,900	4%
	Utilities	210,630	388,000	54%
	Administration and Other	106,089	124,454	85%
	Program Support	43,056	65,930	65%
	Reserve Fund Transfers	250,803	108,891	230%
	Subtotal :	1,115,497	1,964,833	57%
	Total Expenditures :	1,115,497	1,964,833	57%

Schedule "A" to by-law 21-045

2021 Operating Budget

Community Services

	\$ Budget 2021	\$ Actual 2020	\$ Budget 2020	\$ Actual 2019
Recreation				
Revenues				
User Fees	324,411	272,684	398,404	571,506
Grants	48,950	7,578	3,658	33,854
Donations	8,000	20,310	500	1,275
Recoveries	2,032	15,332	2,044	8,021
Total	383,393	315,904	404,606	614,656
Expenditures				
Labour and Related	1,189,069	1,081,776	1,165,607	1,196,712
Contracted Services	39,032	34,790	28,009	31,841
Materials and Supplies	194,602	126,819	187,475	164,401
Utilities	503,154	422,955	502,059	503,269
Administration and Other	210,785	164,344	168,427	157,975
Interest and LTD Payments	899,357	899,169	899,356	1,055,113
Rents and Financial	16,500	9,537	18,800	18,615
Total	3,052,499	2,739,390	2,969,733	3,127,926
Net				
Revenues (Expenditures)	(2,669,106)	(2,423,486)	(2,565,127)	(2,513,270)

Cemetery

Revenues				
User Fees	130,615	120,888	112,531	129,959
Recoveries		2,210	5,000	5,670
Penalties and Interest	440	1,083	250	347
Total	131,055	124,181	117,781	135,976
Expenditures				
Labour and Related	91,357	110,302	125,865	118,912
Contracted Services	3,000	3,215	6,700	5,551
Materials and Supplies	12,150	9,625	12,010	12,717
Utilities	1,250	3,714	4,200	3,233
Administration and Other	12,830	8,457	10,962	10,562
Interest and LTD Payments		2,919	3,500	2,043
Rents and Financial				
Total	120,587	138,232	163,237	153,018
Net				
Revenues (Expenditures)	10,468	(14,051)	(45,456)	(17,042)

Museum

Revenues

User Fees	6,150	14,278	9,350	34,887
Grants	61,873	63,489	54,337	38,334
Donations	2,200	3,537	5,325	12,843
Recoveries	250	164	200	259
Total	<u>70,473</u>	<u>81,468</u>	<u>69,212</u>	<u>86,323</u>

Expenditures

Labour and Related	198,585	197,344	194,363	195,381
Contracted Services	25,150	10,688	27,050	11,662
Materials and Supplies	27,906	15,190	19,755	29,414
Utilities	14,800	12,695	14,750	14,434
Administration and Other	18,229	12,825	15,758	14,950
Interest and LTD Payments				
Rents and Financial	1,000	754	705	738
Total	<u>285,670</u>	<u>249,496</u>	<u>272,381</u>	<u>266,579</u>

Net

Revenues (Expenditures)	<u>(215,197)</u>	<u>(168,028)</u>	<u>(203,169)</u>	<u>(180,256)</u>
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Heritage North

Revenues

User Fees	18,000	27,642	25,220	136,405
Recoveries	300	415	400	3,303
Total	<u>18,300</u>	<u>28,057</u>	<u>25,620</u>	<u>139,708</u>

Expenditures

Labour and Related	84,605	98,517	136,725	181,074
Contracted Services	2,624	8,085	8,170	18,497
Materials and Supplies	9,200	15,357	24,730	52,373
Utilities	29,300	30,245	29,900	38,097
Administration and Other	27,380	23,001	27,651	22,783
Interest and LTD Payments				157,904
Rents and Financial	150		350	248
Total	<u>153,259</u>	<u>175,205</u>	<u>227,526</u>	<u>470,976</u>

Net

Revenues (Expenditures)	<u>(134,959)</u>	<u>(147,148)</u>	<u>(201,906)</u>	<u>(331,268)</u>
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Child Care

Revenues

Rent	18,000	18,000	18,000	18,000
Recoveries		5,000	5,000	
Total	<u>18,000</u>	<u>23,000</u>	<u>23,000</u>	<u>18,000</u>

Expenditures

Labour and Related	2,928	3,064	4,770	4,092
Contracted Services		794		
Materials and Supplies	574	409	2,700	4,365
Administration and Other	2,910	14,664	6,527	3,841
Total	6,412	18,931	13,997	12,298

Net

Revenues (Expenditures)	11,588	4,069	9,003	5,702
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Library**Revenues**

User Fees	4,650	3,812	7,500	6,623
Grants	34,422	45,350	43,875	36,022
Investment Income	9,154	8,702	9,154	9,788
Donations	2,650	14,121	4,100	13,556
Recoveries	169		335	269
Total	51,045	71,985	64,964	66,258

Expenditures

Labour and Related	284,585	274,920	303,257	265,749
Contracted Services	18,400	18,546	15,700	17,964
Materials and Supplies	30,454	28,677	33,204	38,176
Utilities	13,400	12,440	15,690	13,269
Administration and Other	18,040	13,817	16,975	15,430
Interest and LTD Payments		60		
Rents and Financial				102
Total	364,879	348,460	384,826	350,690

Net

Revenues (Expenditures)	(313,834)	(276,475)	(319,862)	(284,432)
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Net Community Services

	(3,311,040)	(3,025,119)	(3,326,517)	(3,320,566)
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Development Services**Planning****Revenues**

User Fees	37,000	37,368	36,000	41,817
Grants				11,998
Recoveries				455
Total	37,000	37,368	36,000	54,270

Expenditures

Labour and Related	128,981	145,143	123,822	120,697
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Contracted Services	46,000	39,525	28,600	4,075
Materials and Supplies	1,900	1,181	3,860	12,359
Utilities				
Administration and Other	12,625	13,409	43,843	11,839
Interest and LTD Payments				
Rents and Financial				
Total	<u>189,506</u>	<u>199,258</u>	<u>200,125</u>	<u>148,970</u>

Net	Revenues (Expenditures)	<u>(152,506)</u>	<u>(161,890)</u>	<u>(164,125)</u>	<u>(94,700)</u>
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Building

Revenues

User Fees	60,000	59,935	60,000	111,518
Recoveries	21,400	39,995	68,000	15,950
Total	<u>81,400</u>	<u>99,930</u>	<u>128,000</u>	<u>127,468</u>

Expenditures

Labour and Related	119,039	153,220	199,746	142,938
Contracted Services	160,600	78,783	93,000	4,169
Materials and Supplies	5,800	2,551	9,110	12,026
Utilities				
Administration and Other	8,880	7,851	11,239	3,882
Interest and LTD Payments				
Rents and Financial				
Total	<u>294,319</u>	<u>242,405</u>	<u>313,095</u>	<u>163,015</u>

Net	Revenues (Expenditures)	<u>(212,919)</u>	<u>(142,475)</u>	<u>(185,095)</u>	<u>(35,547)</u>
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Waste Management

Revenues

User Fees	12,000	12,695	10,000	11,641
Grants				
Donations				
Recoveries	435,500	489,862	394,500	423,203
Total	<u>447,500</u>	<u>502,557</u>	<u>404,500</u>	<u>434,844</u>

Expenditures

Labour and Related	129,308	194,552	200,767	188,594
Contracted Services	1,023,278	1,056,905	1,025,580	990,954
Materials and Supplies	82,112	47,198	50,242	25,951
Utilities				
Administration and Other	7,535	555	17,230	49,454
Interest and LTD Payments	53,655	52,556	52,610	52,558
Rents and Financial				
Total	<u>1,295,888</u>	<u>1,351,766</u>	<u>1,346,429</u>	<u>1,307,511</u>

Net	Revenues (Expenditures)	<u>(848,388)</u>	<u>(849,209)</u>	<u>(941,929)</u>	<u>(872,667)</u>
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Economic Development

Revenues

Contributions from Reserves	128,360	-	-	51,174
Grants	45,000	1,450	153,000	78,047
Rent	191,791	191,791	191,790	133,105
Donations				97,307
Recoveries	3,640	107,463	107,387	148,937
Total	<u>368,791</u>	<u>300,704</u>	<u>452,177</u>	<u>508,570</u>

Expenditures

Labour and Related	150,990	129,378	145,470	180,962
Contracted Services	97,450	24,812	157,550	108,270
Materials and Supplies	200	464	1,250	141,522
Utilities				
Administration and Other	164,310	20,506	75,943	45,283
Interest and LTD Payments	137,222	68,641	137,222	76,509
Rents and Financial				37,979
Total	<u>550,172</u>	<u>243,801</u>	<u>517,435</u>	<u>590,525</u>

Net	Revenues (Expenditures)	<u>(181,381)</u>	<u>56,903</u>	<u>(65,258)</u>	<u>(81,955)</u>
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Animal Control

Revenues

User Fees		14,764	2,000	2,000
Grants		5,462		1,250
Donations			12,000	6,005
Recoveries	9,600	186	10,000	3,687
Total	<u>9,600</u>	<u>20,412</u>	<u>24,000</u>	<u>12,942</u>

Expenditures

Labour and Related		31,885	22,483	35,169
Contracted Services	70,945	121,753	133,872	81,548
Materials and Supplies	800	1,603	11,500	1,574
Utilities	2,600	2,410	3,600	2,257
Administration and Other	725	1,155	562	972
Interest and LTD Payments				
Rents and Financial				
Total	<u>75,070</u>	<u>158,806</u>	<u>172,017</u>	<u>121,520</u>

Net	Revenues (Expenditures)	<u>(65,470)</u>	<u>(138,394)</u>	<u>(148,017)</u>	<u>(108,578)</u>
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Residential Development

Revenues

Miscellaneous	10,000	19,500	15,140	37,000
Total	10,000	19,500	15,140	37,000

Expenditures

Labour and Related Contracted Services				
Materials and Supplies				36,000
Utilities				
Administration and Other	1,650	625	1,000	
Interest and LTD Payments				
Rents and Financial				
Total	1,650	625	1,000	36,000

Net

Revenues (Expenditures)	8,350	18,875	14,140	1,000
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Airport Operations

Revenues

User Fees	111,940	108,509	129,940	137,313
Recoveries	3,500	1,781	3,500	2,908
Total	115,440	110,290	133,440	140,221

Expenditures

Labour and Related	58,676	160,098	159,814	129,907
Contracted Services	3,000	17,600	18,500	15,152
Materials and Supplies	58,750	46,816	80,135	75,625
Utilities	16,100	7,540	9,600	8,045
Administration and Other	28,088	22,614	23,940	20,981
Interest and LTD Payments				
Rents and Financial	2,000	734	2,000	1,525
Total	166,614	255,402	293,989	251,235

Net

Revenues (Expenditures)	(51,174)	(145,112)	(160,549)	(111,014)
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Revenues (Expenditures)	(1,503,488)	(1,361,302)	(1,650,833)	(1,303,461)
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Administration

General Administration

Revenues

User Fees	30,000	29,416	34,600	39,057
Grants		107,041		

Donations				6,355
Recoveries		229,937		5
Total	30,000	366,394	34,600	45,417

Expenditures

Labour and Related	502,100	1,010,781	574,226	236,455
Contracted Services	57,000	244,981	135,500	192,710
Materials and Supplies	8,000	39,002	27,350	24,062
Utilities	24,800	18,599	25,000	20,610
Administration and Other	112,650	145,444	112,423	67,000
Interest and LTD Payments				
Rents and Financial	-			
Transfers			5,000	6,000
Total	704,550	1,458,807	879,499	546,837
Reserve Transfer	5,000		(217,000)	(150,308)
Net Revenues (Expenditures)	(679,550)	(1,092,413)	(627,899)	(351,112)

Net

Treasury

Revenues

370,000	338,297	298,000	405,441
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Expenditures

Labour and Related	759,300	631,072	708,597	735,656
Contracted Services	35,910	31,520	45,000	31,247
Materials and Supplies	7,500	9,424	8,500	7,590
Utilities				
Administration and Other	163,300	469,937	249,721	501,516
Interest and LTD Payments				
Rents and Financial	4,000	2,345	4,000	3,415
Transfers	(149,000)	(146,230)	(146,229)	(143,362)
Total	821,010	998,068	869,589	1,136,062

Reserve Transfer			(15,000)	
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Net

Revenues (Expenditures)	(451,010)	(659,771)	(556,589)	(730,621)
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Human Resources

Revenues

Expenditures

Labour and Related	252,050	239,227	153,680	105,451
Contracted Services	9,600	251	2,483	
Materials and Supplies	13,300	14,155	2,800	2,275
Utilities				
Administration and Other	6,050	8,812	7,000	3,346
Interest and LTD Payments				

Rents and Financial				
Total	281,000	262,445	165,963	111,072

Net	Revenues (Expenditures)	(281,000)	(262,445)	(165,963)	(111,072)
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MIS Systems

Revenues

Expenditures

Labour and Related	123,904	71,687	72,816	70,943
Contracted Services	40,600	51,989	55,200	48,534
Materials and Supplies	4,410	1,222	250	152
Utilities				
Administration and Other	41,424	62,150	50,237	51,120
Interest and LTD Payments				
Rents and Financial				
Total	210,338	187,048	178,503	170,749

Net	Revenues (Expenditures)	(210,338)	(187,048)	(178,503)	(170,749)
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Revenues (Expenditures)	(1,621,898)	(2,201,677)	(1,528,954)	(1,363,554)
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Governance

Mayor and Council

Revenues

Expenditures

Labour and Related	153,180	152,578	157,748	152,076
Contracted Services	20,000	26,423	40,000	5,096
Materials and Supplies	300	471	7,650	403
Utilities				
Administration and Other	5,050	3,827	14,898	9,028
Interest and LTD Payments				
Rents and Financial				
Total	178,530	183,299	220,296	166,603

Reserve Transfer			(7,000)	
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Net	Revenues (Expenditures)	(178,530)	(183,299)	(213,296)	(166,603)
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Protective Services

Fire

Revenues

Grant	6,500			
User Fees	500	500	500	500
Recoveries	3,000	4,555	4,000	10,871
Total	<u>10,000</u>	<u>5,055</u>	<u>4,500</u>	<u>11,371</u>

Expenditures

Labour and Related	1,664,307	1,701,947	1,658,762	2,129,501
Contracted Services	42,519	30,901	38,453	34,978
Materials and Supplies	42,500	43,696	47,700	43,497
Utilities	12,377	12,019	12,800	11,979
Administration and Other	77,009	45,947	55,686	51,677
Interest and LTD Payments				
Rents and Financial				
Total	<u>1,838,712</u>	<u>1,834,510</u>	<u>1,813,401</u>	<u>2,271,632</u>

Net

Revenues (Expenditures)	<u>(1,828,712)</u>	<u>(1,829,455)</u>	<u>(1,808,901)</u>	<u>(2,260,261)</u>
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Police

Revenues

Rental Income	76,750	76,750	76,750	76,750
Grants	73,000	78,948	75,000	81,120
User Fees	2,500		1,500	655
Recoveries	7,000	16,179	5,000	10,253
Total	<u>159,250</u>	<u>171,877</u>	<u>158,250</u>	<u>168,778</u>

Expenditures

Labour and Related	18,950	18,762	19,095	19,606
Contracted Services	2,570,426	2,498,138	2,428,228	2,488,417
Materials and Supplies	300		1,500	7,229
Utilities	21,500	20,601	21,800	22,745
Administration and Other	9,950	6,783	7,877	7,305
Interest and LTD Payments				
Rents and Financial				
Total	<u>2,621,126</u>	<u>2,544,284</u>	<u>2,478,500</u>	<u>2,545,302</u>

Net

Revenues (Expenditures)	<u>(2,461,876)</u>	<u>(2,372,407)</u>	<u>(2,320,250)</u>	<u>(2,376,524)</u>
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Revenues (Expenditures)	<u>(4,290,588)</u>	<u>(4,201,862)</u>	<u>(4,129,151)</u>	<u>(4,636,785)</u>
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Public Works

Roads and Maintenance

Revenues

User Fees				63,838
Recoveries	40,000	37,263	45,000	68,502
Total	<u>40,000</u>	<u>37,263</u>	<u>45,000</u>	<u>132,340</u>

Expenditures

Labour and Related	1,812,784	1,543,221	1,941,091	1,635,752
Contracted Services	251,318	192,905	480,090	389,138
Materials and Supplies	1,117,338	549,989	788,510	702,482
Utilities	73,050	56,774	67,500	65,598
Administration and Other	293,520	233,237	228,658	241,269
Interest and LTD Payments	59,984	196,819	181,064	178,722
Rents and Financial				
Transfer to Reserve	112,500			
Total	<u>3,720,494</u>	<u>2,772,945</u>	<u>3,686,913</u>	<u>3,212,961</u>

Net

Revenues (Expenditures)	<u>(3,680,494)</u>	<u>(2,735,682)</u>	<u>(3,641,913)</u>	<u>(3,080,621)</u>
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Streetlighting

Revenues

Expenditures

Labour and Related	1,250	100	600	
Contracted Services	15,000	10,686	30,000	36,074
Materials and Supplies	10,000	5,762		
Utilities	52,000	50,929	52,000	50,024
Administration and Other		119,456		
Interest and LTD Payments	119,470		119,470	119,457
Rents and Financial				
Total	<u>197,720</u>	<u>186,933</u>	<u>202,070</u>	<u>205,555</u>

Net

Revenues (Expenditures)	<u>(197,720)</u>	<u>(186,933)</u>	<u>(202,070)</u>	<u>(205,555)</u>
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Revenues (Expenditures)	<u>(3,878,214)</u>	<u>(2,922,615)</u>	<u>(3,843,983)</u>	<u>(3,286,176)</u>
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Teck Pioneer Residence

Revenues

Teck Pioneer	6,104,559	1,939,050	6,025,588	5,872,523
Grants	625,092	4,736,713	93,000	

Donations	30,000	36,224	30,000	13,202
Recoveries	53,644	59,361	60,334	73,650
Total	6,813,295	6,771,348	6,208,922	5,959,375

Expenditures

Labour and Related	5,333,570	5,333,570	5,126,131	4,854,404
Contracted Services	313,433	192,405	181,650	127,297
Materials and Supplies	868,500	868,531	825,028	770,569
Utilities	210,000	207,425	239,000	211,223
Administration and Other	60,000	58,742	61,691	48,141
Interest and LTD Payments	569,200	547,763	547,763	546,806
Rents and Financial	60		60	
Total	7,354,763	7,208,436	6,981,323	6,558,440

Net

Revenues (Expenditures)	(541,468)	(437,088)	(772,401)	(599,065)
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Outside Charges

Temiskaming Health Unit	367,698	350,188	350,188	322,523
Ambulance	770,913	729,299	729,299	669,128
Ontario Works	327,955	326,402	326,346	318,273
Social Housing	447,645	486,241	486,201	496,271
Child Care	53,337	54,448	54,456	53,026
MPAC	111,107	112,436	112,000	111,671

Revenues (Expenditures)	(2,078,655)	(2,059,014)	(2,058,490)	(1,970,892)
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Total Town Operating

Revenues (Expenditures)	(17,403,881)	(16,391,976)	(17,523,625)	(16,647,102)
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Schedule "A" to by-law 21-045

2021 Water and Wastewater Budget

Water

Revenues

User Fees	2,732,051	2,605,775	2,678,481
Recoveries	31,100	28,749	31,100
Penalties and Interest	10,000	20,540	10,000
Total	<u>2,773,151</u>	<u>2,655,064</u>	<u>2,719,581</u>

Expenditures

Labour & Related	576,828	520,493	674,985
Contracted Services	743,408	652,769	686,356
Materials and Supplies	196,025	77,434	202,800
Utilities	438,500	465,564	417,500
Administration and Others	113,753	89,539	97,032
Interest and LTD Payments	28,802	28,775	28,802
Program Support	89,420	82,733	87,733
Transfers	586,415	524,373	524,373
Total	<u>2,773,151</u>	<u>2,441,680</u>	<u>2,719,581</u>

Wastewater

Revenues

User Fees	1,932,402	1,808,656	1,894,512
Recoveries	19,953	6,929	19,953
Penalties and Interest	12,478	17,158	12,478
Total	<u>1,964,833</u>	<u>1,832,743</u>	<u>1,926,943</u>

Expenditures

Labour and Related	588,666	277,914	382,844
Contracted Services	612,992	493,345	550,500
Materials and Supplies	75,900	22,093	53,800
Utilities	388,000	377,487	400,000
Administration and Others	124,454	106,661	125,120
Interest and LTD Payments			
Program Support	65,930	63,497	64,846
Transfers	108,891	349,833	349,833
Total	<u>1,964,833</u>	<u>1,690,830</u>	<u>1,926,943</u>



REPORT TO COUNCIL

Meeting Date: 9/21/2021	Report Number: 2021-FIN-004
Presented by: Peter Georgeoff	Department: Corporate Services

REPORT TITLE

2021 Capital Budget – Status / Update as of 10 Sep 2021

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-FIN-004 entitled “**2021 Capital Budget – Status / Update as of 10 Sep 2021**” be received, and

THAT staff be directed to fund capital project shortfalls identified as of September 10, 2021 as follows:

B2021-0014 – transfer \$11,976 from Infrastructure Capital Reserve;

B2021-0025 – utilize \$386 of tax levy dollars already raised in 2021;

B2021-0026 – utilize \$661 of Cemetery Trust Funds interest;

B2021-0035 – utilize \$121 of tax levy dollars already raised in 2021;

NeoNet Mobile Stations Project – transfer \$2,026 from Organization Restructuring & Efficiency Reserve; and

B2020-0018 Gas Detection Equipment – Health & Safety – transfer \$462 from Waterworks Reserve Fund.

BACKGROUND

The 2021 Capital Budget for the Corporation of the Town of Kirkland Lake was passed by Council on June 15, 2021 in the amount of \$12,681,942.

RATIONALE

Appendix A to this Report provides Council with the status of the 2021 Capital Budget projects as of September 10, 2021.

Appendix B to this Report outlines capital projects identified as either over budget or not budgeted for in the 2021 Capital Budget as of September 10th.

FINANCIAL CONSIDERATIONS

Appendix B outlines how the identified shortfalls can be managed in the current fiscal year.

Council can choose to accept the recommendations presented in this Report.

Should Council not accept the recommendations presented in this Report, the shortfalls will still need to be funded. If not funded by the end of the 2021 fiscal year, the projects will be 'unfinanced capital outlay' for financial statements purposes. The shortfalls would then need to be considered in the 2022 budget process.

CONSULTATIONS

Director of Public Works
Director of Community Services
CEO/Head Librarian of Teck Centennial Library
Fire Chief
Municipal Information Systems Coordinator
Executive Director of Teck Pioneer Residence
Performance Improvement Coordinator

ATTACHMENTS

Appendix A – 2021 Capital Budget – Status / Update to 10 Sep 2021

Appendix B – 2021 Capital Budget – Project Shortfalls as of 10 Sep 2021

Appendix C – 2021 Capital Budget

PROJECT NAME	SERVICE AREA	PROJECT #	2021 BUDGET	ACTUAL TO 10 SEP 2021	COMMENTS	STATUS
			\$	\$		
Asset Management Software & Implementation Services	Public Works	B2021-0001	29,017	23,522	- working with consultant to complete Stage 1 of Asset Management Plan	In progress
Chlorine Analyzer Replacement	Public Works	B2021-0002	8,000	7,326	- installed - under budget by \$674	Complete
KL Water Treatment Plant SCADA	Public Works	B2021-0003	250,000	18,090	- necessary equipment installed - now working on conversion from old SCADA system - expect 21 Sep 2021 startup	In progress
Municipal Services Expansion - West End	Public Works	B2021-0004	2,339,514	55,130	- project split - RFQ for Part 1 (service to KL Gold and valve replacements) to be issued soon - Part 2 (Chaput Hughes pressure zone) set for 2022	In progress
Storm & Sanitary Tunnel Engineering Study	Public Works	B2021-0005	71,947	-	- RFP closed 10 Sep 2021	Not started yet
Street Scan - Road and Sidewalk Assessment	Public Works	B2021-0006	66,144	-	- application for funding submitted and is being reviewed	Not started yet
Swastika WPCP Decommissioning + Sewer Connection to KL WWTP	Public Works	B2021-0007	8,175,398	71,612	- projected that project will be underfunded - awaiting further direction from Council	In progress
Two New Laptop Computers	Public Works	B2021-0008	10,000	-	- laptops have been ordered	In progress
Wilson Ave. - Water & Wastewater Forcemain	Public Works	B2021-0009	45,792	-	- waiting for quote & timeframe from consultant to put together an asphalt paving tender	Not started yet
KL Water Distribution System Modelling	Public Works	B2021-0010	13,229	11,873	- mainly complete - waiting for final report from consultant	In progress

PROJECT NAME	SERVICE AREA	PROJECT #	2021 BUDGET	ACTUAL TO 10 SEP 2021	COMMENTS	STATUS
			\$	\$		
Comfort Street Treatment Plant/Pump Station (OCWA)	Public Works	B2021-0011	40,704	-	- planned for Q4	Not started yet
KL Wastewater System (OCWA)	Public Works	B2021-0012	160,781	-	- planned for Q4 - \$40K to possibly be deferred as existing filters still functional	Not started yet
Nipissing Lane Resurfacing	Public Works	B2021-0013	134,224	-	- waiting for quote & timeframe from consultant to put together an asphalt paving tender	Not started yet
Tactile Plates	Public Works	B2021-0014	45,221	17,832	- plates received - installation on-going - internal labour cannot be funded with budgeted government funding (\$11,976)	In progress
TKL Water Treatment Plant - High Lift & Post Treatment (OCWA)	Public Works	B2021-0015	40,704	2,686	- parts ordered - \$15K to be deferred for possible ICIP funding	In progress
TKL Water Treatment Plant - Raw Water Pre-Treating (OCWA)	Public Works	B2021-0016	191,309	-	- some parts ordered - work planned for Q4	Not started yet
Two (2) New Radar Signs	Public Works	B2021-0017	9,258	6,083	- ordered and received - still require hardware to facilitate transport and installation	In progress
Wastewater Pump Station (OCWA)	Public Works	B2021-0018	105,830	-	- some parts ordered - work planned for Q4 - \$25K possibly not necessary as redundancy with Swastika project	Not started yet
Waterworks Enclosed Cargo Trailer	Public Works	B2021-0019	30,093	8,087	- ordered - awaiting delivery	In progress
New Truck Box (Hopper)	Public Works	B2021-0020	33,214	-	- ordered - awaiting delivery	In progress

PROJECT NAME	SERVICE AREA	PROJECT #	2021 BUDGET	ACTUAL TO 10 SEP 2021	COMMENTS	STATUS
			\$	\$		
Chiller and Header Replacement	Complex	B2021-0021	193,344	128	- delay in obtaining parts (due to COVID) - part of project will be completed in Spring 2022 when ice is taken out - approval granted from TSSA to operate the plant with the upgrades completed to date	In progress
House Local Hockey Artifacts	Complex	B2021-0022	21,370	-	- Municipal staff have completed preparatory work - delays due to availability of contractor for engineering of wall	In progress
JMCC Signage	Complex	B2021-0023	8,000	3,799	- will be completed in Fall 2021 - expect to be under budget	In progress
Parkland Repair	Parks	B2021-0024	7,193	-	- expect to complete in Fall 2021 in conjunction with paving by Public Works	Not started yet
Vehicle Replacement	Parks	B2021-0025	34,822	35,208	- complete - over budget by \$386	Complete
Zero Turn Mower	Cemetery	B2021-0026	12,415	13,076	- complete - over budget by \$661	Complete
Air Conditioner	Library	B2021-0027	15,339	14,364	- complete - under budget by \$975	Complete
Bunker Gear	Fire	B2021-0028	30,000	-	- ordered - awaiting delivery	In progress
Equipment	Fire	B2021-0029	20,000	10,049	- radios have been received - base station is on backorder	In progress

PROJECT NAME	SERVICE AREA	PROJECT #	2021 BUDGET	ACTUAL TO 10 SEP 2021	COMMENTS	STATUS
			\$	\$		
Folder/Insertion Machine	Admin.	B2021-0030	11,700	11,697	- complete - on budget	Complete
Wireless Infrastructure	MIS	B2021-0031	7,000	-	- parts ordered - delayed due to COVID - no ETA	In progress
Workstation Upgrades	MIS	B2021-0032	7,500	2,394	- some parts ordered and received - working on upgrading workstations	In progress
VMWare Cluster	MIS	B2021-0033	153,780	-	- parts ordered and some received - ETA October 2021	In progress
Workstation Replacements	MIS	B2021-0034	38,900	23,233	- parts ordered and most received - remaining parts are delayed until 2022, looking at alternatives	In progress
Layer 3 Switches	MIS	B2021-0035	7,900	8,021	- complete - over budget by \$121	Complete
Refrigeration Replacement	TPR	B2021-0036	10,800	10,444	- unit has been ordered - awaiting delivery	In progress
Window & Carpet Replacement	TPR	B2021-0037	26,000	-	- delay in obtaining product from manufacturer - ongoing communication with local vendor	Not started yet
HVAC System	TPR	B2021-0038	85,000	15,501	- one unit on site - other unit backordered, awaiting delivery	In progress
Wheelchair Accessibility	TPR	B2021-0039	4,500	-	- not started yet	Not started yet

PROJECT NAME	SERVICE AREA	PROJECT #	2021 BUDGET	ACTUAL TO 10 SEP 2021	COMMENTS	STATUS
			\$	\$		
Vehicle Replacement	Dev. Services	B2021-0040	36,000	-	- difficulty sourcing new truck at this price - considering 2 used vehicles	Not started yet
37 Duncan Demolition	Dev. Services	B2021-0041	100,000	-	- Council awarded RFP at 07 Sep 2021 Council meeting	In progress
Random Demolition	Dev. Services	B2021-0042	50,000	-	- 1 smaller building on the list	Not started yet
TOTALS			12,681,942	370,155		

ITEMS NOT INCLUDED IN 2021 CAPITAL BUDGET						
NeoNet Mobile Stations Project	MIS		-	8,412	- funding opportunity through NeoNet re: COVID-19 Technology Adoption Fund - received funding of \$6,386, Town's share is \$2,026 - not included in 2021 budget	Complete
B2020-0018 - Gas Detection Equipment - Health & Safety	Public Works		-	462	- carried over from 2020 project but not included in 2021 budget	Complete
Pizza Ovens for Civic	Parks		-	7,130	- transferred from operating to capital due to \$ value (exceeds TCA Policy capitalization threshold)	Complete

386,159 AGREES TO VADIM, 10 SEP 2021

TOWN OF KIRKLAND LAKE
2021 CAPITAL BUDGET - Project Shortfalls as of 10 Sep 2021

APPENDIX B

PROJECT NAME	SERVICE AREA	PROJECT #	BUDGET	ACTUAL TO 10 SEP 2021	OVER BUDGET / UNFUNDED	COMMENTS
			\$	\$	\$	
Tactile Plates	Public Works	B2021-0014	45,221	17,832	11,976	- Canada Community-Building Fund (formerly Gas Tax Fund) does not fund internal labour, therefore, there is an amount of \$11,976 that must be funded - recommend a transfer of \$11,976 from the Infrastructure Capital Reserve which currently has a balance in excess of \$600K
Vehicle Replacement	Parks	B2021-0025	34,822	35,208	386	- budgeted to use tax levy \$'s to fund this project - recommend using \$386 of the \$975 tax levy \$'s saved on project B2021-0027 to fund the overage
Zero Turn Mower	Cemetery	B2021-0026	12,415	13,076	661	- budgeted to use Cemetery Trust Funds interest to fund this project - recommend using an additional \$661 of Cemetery Trust Funds interest to fund the overage
Layer 3 Switches	MIS	B2021-0035	7,900	8,021	121	- budgeted to use tax levy \$'s to fund this project - recommend using \$121 of the \$975 tax levy \$'s saved from project B2021-0027 to fund the overage
NeoNet Mobile Stations Project	MIS		-	8,412	2,026	- received \$6,386 from NeoNet but Town's share at \$2,026 was unbudgeted - recommend a transfer of \$2,026 from the Organization Restructuring & Efficiency Reserve which currently has a balance in excess of \$200K
B2020-0018 - Gas Detection Equipment - Health & Safety	Public Works		-	462	462	- related to 2020 capital project B2020-0018 but was not completed until 2021 - no amount budgeted in 2021 to finish project - budgeted to use Waterworks Reserve Fund \$'s to fund this project in 2020 - recommend using \$462 of the \$674 \$'s saved on project B2021-0002 (funded by Waterworks Reserve Fund \$'s) to fund the overage

TOWN OF KIRKLAND LAKE
CAPITAL BUDGET
2021

APPENDIX C

PROJECT NAME	SERVICE AREA	PROJECT #	EXPENSE	GOVERNMENT FUNDING	GAS TAX	OCIF	TAX LEVY	RESERVES	RESERVE FUNDS	OTHER	NOTES
			\$	\$	\$	\$	\$	\$	\$	\$	
Asset Management Software & Implementation Services	Public Works	B2021-0001	29,017					29,017			[1]
Chlorine Analyzer Replacement	Public Works	B2021-0002	8,000						8,000		[2]
KL Water Treatment Plant SCADA	Public Works	B2021-0003	250,000						250,000		[2]
Municipal Services Expansion - West End	Public Works	B2021-0004	2,339,514	1,624,368					215,146	500,000	[3]
Storm & Sanitary Tunnel Engineering Study	Public Works	B2021-0005	71,947		71,947						
Street Scan - Road and Sidewalk Assessment	Public Works	B2021-0006	66,144	50,000			16,144				
Swastika WPCP Decommissioning + Sewer Connection to KL WWTP	Public Works	B2021-0007	8,175,398	5,600,000					475,398		[4]
Two New Laptop Computers	Public Works	B2021-0008	10,000			2,100,000		10,000			[1]
Wilson Ave. - Water & Wastewater Foremain	Public Works	B2021-0009	45,792		45,792						
KL Water Distribution System Modelling	Public Works	B2021-0010	13,229						13,229		[2]
Comfort Street Treatment Plant/Pump Station (OCWA)	Public Works	B2021-0011	40,704						40,704		[4]
KL Wastewater System (OCWA)	Public Works	B2021-0012	160,781						160,781		[4]
Nipissing Lane Resurfacing	Public Works	B2021-0013	134,224		134,224						
Tactile Plates	Public Works	B2021-0014	45,221		45,221						
TKL Water Treatment Plant - High Lift & Post Treatment (OCWA)	Public Works	B2021-0015	40,704						40,704		[2]
TKL Water Treatment Plant - Raw Water Pre-Treating (OCWA)	Public Works	B2021-0016	191,309						191,309		[2]
Two (2) New Radar Signs	Public Works	B2021-0017	9,258				9,258				
Wastewater Pump Station (OCWA)	Public Works	B2021-0018	105,830						105,830		[4]
Waterworks Enclosed Cargo Trailer	Public Works	B2021-0019	30,093						30,093		[2]
New Truck Box (Hopper)	Public Works	B2021-0020	33,214				33,214				
Chiller and Header Replacement	Complex	B2021-0021	193,344	193,344							
House Local Hockey Artifacts	Complex	B2021-0022	21,370								
JMCC Signage	Complex	B2021-0023	8,000							10,685	[5]
Parkland Repair	Parks	B2021-0024	7,193							7,500	[6]
Vehicle Replacement	Parks	B2021-0025	34,822				34,822				[7]
Zero Turn Mower	Cemetery	B2021-0026	12,415							12,415	[8]
Air Conditioner	Library	B2021-0027	15,339								
Bunker Gear	Fire	B2021-0028	30,000								
Equipment	Fire	B2021-0029	20,000								
Folder/Insertion Machine	Admin.	B2021-0030	11,700				11,700				
Wireless Infrastructure	MIS	B2021-0031	7,000				7,000				
Workstation Upgrades	MIS	B2021-0032	7,500				7,500				
VMWare Cluster	MIS	B2021-0033	153,780				153,780				
Workstation Replacements	MIS	B2021-0034	38,900				38,900				
Laver 3 Switches	MIS	B2021-0035	7,900				7,900				
Refrigeration Replacement	TPR	B2021-0036	10,800				10,800				
Window & Carpet Replacement	TPR	B2021-0037	26,000	26,000							
HVAC System	TPR	B2021-0038	85,000	85,000							
Wheelchair Accessibility	TPR	B2021-0039	4,500	4,500							
Vehicle Replacement	Dev. Services	B2021-0040	36,000				36,000				
37 Duncann Demolition	Dev. Services	B2021-0041	100,000				100,000				
Random Demolition	Dev. Services	B2021-0042	50,000				50,000				
TOTALS			12,681,942	7,583,212	297,184	2,100,000	593,042	39,517	1,538,387	530,600	

Notes:

- [1] from Organization Restructuring & Efficiency Reserve
- [2] from Waterworks Reserve Fund
- [3] \$107,573 from Waterworks Reserve Fund, \$107,573 from Wastewater Reserve Fund, \$500,000 from Kirkland Lake Gold
- [4] from Wastewater Reserve Fund
- [5] \$10,685 donation from external party
- [6] \$7,500 donation from external party
- [7] from Parkland Reserve Fund
- [8] from Cemetery Trust Funds interest



KIRKLAND LAKE

THE RIGHT ENVIRONMENT

REPORT TO COUNCIL

Meeting Date: 21/09/2021

Report Number: 2021-PW-007

Prepared by: Stephane Fortin

Department: Public Works

Presented by: Jim Roman

REPORT TITLE

Stormwater Tunnel & Enclosed Sanitary Sewer Line Engineering Study

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-PW-007 entitled “Stormwater Tunnel & Enclosed Sanitary Sewer Line Engineering Study” be received, and

THAT staff be directed to enter into an agreement with Andrews.engineer in the amount of \$59,860.00 + HST for the Underground Tunnel and Sewer Inspection.

BACKGROUND

In the town’s early days, a tunnel was constructed to drain Kirkland Lake. It runs from approximately the curling club, southwards to the creek on Rand Avenue West. The tunnel was subsequently utilized as a stormwater drain, and later as a conduit to run a 450mm diameter trunk sewer line. An engineering study is required to assess the condition of the tunnel and the sewer line within. Without first doing this study, we are unable to enter the tunnel, we are unable to assess any part of the tunnel or sanitary line, and we are unable to perform, or plan for any required maintenance.

RATIONALE

The last time the tunnel was inspected was in 1995, but no report can be found in our files. The last documented entry and inspection was done in 1967. Lack of recent information and documentation leads to the decision to conduct an engineering study to assess the current condition of the tunnel and sanitary line before we can consider having employees enter the tunnel to perform maintenance work.

OTHER ALTERNATIVES CONSIDERED

NA

FINANCIAL CONSIDERATIONS

Capital funds, in the amount of \$71,947.00, have been allocated for this project. Staff advertised a Request for Proposal, with one proposal received from Andrews.engineer. They have extensive experience in this type of work and their proposed approach is well thought out and complete. We believe this to be the best way of obtaining critical information on the current conditions of the tunnel and sewer line.

If the sanitary line within the tunnel were ever to fail, raw sewage would spill directly into the environment. The Town could be held liable for not having any regular inspections and not having any maintenance plan in place. The financial liability of not moving forward with an engineering study could potentially be great.

RELATIONSHIP TO STRATEGIC PRIORITIES

Going forward with an engineering study will help the Town of Kirkland Lake achieve sustainable operational excellence by better managing our capital assets, by developing new efficient inspection procedures and implementing them with our employees. Furthermore, ensuring the sanitary line within this tunnel is continuing to function as intended will protect Health and Safety of the environment and general public.

ACCESSIBILITY CONSIDERATIONS

N/A

CONSULTATIONS

Consultation with internal staff and various inspection consultants have confirmed our safety concerns, and all have agreed that an engineering study is required to fully assess the existing conditions.

ATTACHMENTS

N/A



KIRKLAND LAKE

THE RIGHT ENVIRONMENT

REPORT TO COUNCIL

Meeting Date: 21/09/2021

Report Number: 2021-DEV-042

Presented by: Richard Charbonneau

Department: Development Services

REPORT TITLE

Award of RFQ-568-21 Purchase and Disposal of Scrap Metal

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-DEV-042 entitled “**Award of RFQ-568-21 Purchase and Disposal of Scrap Metal**” be received, and

THAT Council hereby awards RFQ-568-21 Purchase and Disposal of Scrap Metal to Mid North Recycling in the amount of \$175.00 per tonne, and

THAT staff be directed to present a by-law to execute an agreement with Mid North Recycling to complete the terms of RFQ-568-21.

BACKGROUND

To assist with waste reduction and to promote desired environmental outcomes at the landfill, scrap metal is separated from the waste stream and stockpiled for recycling. The Town procures the sale of the scrap metal every fall.

RATIONALE

Mid North Recycling offered the highest price per tonne of all submitted tenders.

OTHER ALTERNATIVES CONSIDERED

Council may choose not to award the RFQ and have the material remain in the landfill until the following year. However, with the purchase price for metals substantially higher than it has been in the last 4 years, waiting until the following year may result in a lower per tonne unit price.

Year	2017	2018	2019	2020	2021
Price	\$91.00	\$90.00	\$61.00	\$75.00	\$175.00

FINANCIAL CONSIDERATIONS

Town staff estimates 100 tonnes to be collected, which would see an estimated \$17,500 in revenue for the Municipality.

RELATIONSHIP TO STRATEGIC PRIORITIES

The Town of Kirkland Lake has identified sustainable service delivery of a core service as a strategic priority.

ACCESSIBILITY CONSIDERATIONS

Not applicable.

CONSULTATIONS

Ryan Dagelman – Procurement and Risk Management Coordinator

ATTACHMENTS

None



REPORT TO COUNCIL

Meeting Date: 9/21/2021

Report Number: 2021-DEV-041

Presented by: Richard Charbonneau

Department: Development Services

REPORT TITLE

Waste Reduction Week 2021

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-DEV-041 entitled “**Waste Reduction Week 2021**”, be received,

THAT Council declare October 18 – 24, 2021 as Waste Reduction Week in Kirkland Lake,

THAT Council permit a social media campaign using the hashtag #KLWRW where participants will be entered into a draw for a recycling swag bag,

THAT Council permit staff to work with CJKL on a daily recycling cart give away contest from October 18th – October 20th , and

THAT Council permit staff to install green and blue lighting filters on a local landmark for the duration of Waste Reduction Week.

BACKGROUND

Waste Reduction Week in Canada is a national campaign that builds awareness around issues of sustainable and responsible consumption, encourages the selection of environmentally responsible products/services and promotes actions that divert waste from disposal and conserve natural resources.

Held annually during the third week of October since 2001, Waste Reduction Week in Canada, through a coalition of environmental non-profit and government organizations from across the country, shines the spot light on responsible and conscious consumption.

This October will be celebrating the 20th anniversary of Waste Reduction Week in Canada and the theme is **Then – Now – Future**.

The Town currently offers drop off locations for batteries, waste electronics, scrap metal and tires. During Waste Reduction Week, many of these collection programs are highlighted with each day focusing on one particular item such as textiles, E-waste,

plastics, and food waste. It is encouraged to extend the life of these products through the sharing economy, swapping, and repairing.

Staff are proposing a contest for each day of Waste Reduction Week; the intent is to give away one large recycling cart each day to a resident of Kirkland Lake who demonstrates the importance of waste reduction and the impacts on the environment by recycling, repurposing, swapping and repairing unwanted materials and products. Staff have reached out to CJKL Radio on the possibility of participating in the contest by having an on air give away each day between October 18th – October 22nd. A representative from CJKL confirmed they are interested in participating during their morning show at no cost to the Town. The contest will run along side the social media campaign #KLWRW that occurs annually where a swag bag is handed out to a random resident whom have used the hashtag on either social media platform, Instagram or Facebook, during Waste Reduction Week.

The Circular Innovation Council which leads the Waste Reduction Week in Canada are encouraging communities to create awareness by lighting a local landmark or building blue and green for the duration of Waste Reduction Week. The lighting will be displayed on the Waste Reduction Week in Canada website, TKL website and social media.

Staff have investigated the possibility of colored light filters for the effect, and propose one of the following locations for lighting:

- East and West entrance Kirkland Lake Signage
- Miners Memorial

R A T I O N A L E

By declaring Waste Reduction Week in Kirkland Lake, it demonstrates the importance of waste reduction and encourages residents and businesses to contribute to environmental protection and landfill diversion.

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 decide to not declare Waste Reduction Week however; this may demonstrate the municipality's view on waste reduction and environmental responsibility as negative.

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

A waste recycling cart is sold from the municipality for \$70.00; one cart will be given away free of charge each day during the week via CJKL's contest, as well as promotional items handed out for a total of \$350.00 in lost revenue. This information would be captured in the annual data call, which allots funding to the municipality for recycling initiatives.

Promotional events are recorded, along with any funds spent and may result in additional funding.

RELATIONSHIP TO STRATEGIC PRIORITIES

Find and Implement Efficiencies - OE-61 – reduce waste and mitigate need for additional landfill capacity.

ACCESSIBILITY CONSIDERATIONS

Not Applicable.

ATTACHMENTS

Attachment 1 – Waste Reduction Week in Canada Proclamation

The Town of Kirkland Lake

hereby declares

Waste Reduction Week in Canada October 18 - 24, 2021

We commit to waste reduction, resource conservation, and community education for sustainable living. We recognize that losing waste to disposal and as litter are local and global threats to the environment. We will take action to reduce our waste and support the circular economy.

Pat Kiely, Mayor

Name, Title

Signed

Date



WASTE
REDUCTION
WEEK
IN CANADA



KIRKLAND LAKE
THE RIGHT ENVIRONMENT



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

REPORT TO COUNCIL

Meeting Date: 21/09/2021

Report Number: 2021-DEV-046

Presented by: Jenna McNaughton

Department: Development Services

REPORT TITLE

Request from Enbridge Gas Inc. for Maintenance Dig Agreements

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-DEV-046 entitled “**Request from Enbridge Gas Inc. for Maintenance Dig Agreements**” be received, and

THAT staff be directed to present a by-law to execute six Maintenance Dig Agreements with Enbridge Gas Inc.

BACKGROUND

The Town has active easement agreements with Central Gas Ontario Inc. to “laydown, construct, operate, maintain, inspect, patrol, alter, remove, replace, reconstruct, repair, move all such pipes. Stations, structures, communication systems, equipment and appurtenances” on various mining claims throughout the municipality.

The company, now known as Enbridge Gas, requires access to the pipelines/easement to undertake various maintenance activities, and in order to carry out these activities, the Company requires temporary land rights above and beyond what is specified in the existing agreement, including the right on foot and/or with vehicles, supplies, machinery and equipment. The Company intends to place temporary openings in any fence, to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted, and further include the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe supplies, equipment, vehicles and machinery and of movement of vehicles and machinery and equipment of all kinds.

The request includes agreements for the 2021 season, and agreements for the 2022 season. Enbridge is requesting access for the remainder of this year to complete some brushing and Geotech work, and next year to complete a replacement project. The scope

does include 2.0 metres of brushing on the south side of the easement and 6.0 metres on the north side of the easement.

RATIONALE

Enbridge Gas Inc. intends to complete maintenance work on the easement. The Company intends to remediate the property back to its original state or better, once the required work has been completed. It is in the best interest of the community and surrounding area to see this maintenance work take place.

OTHER ALTERNATIVES CONSIDERED

Council may choose to not enter into the agreements, however this would not be favourable, as Enbridge Gas Inc. does complete this type of work periodically and there is a revenue associated.

FINANCIAL CONSIDERATIONS

There is revenue of \$7,000 associated with this request for the 2021 season and \$7,000 for the 2022 season.

RELATIONSHIP TO STRATEGIC PRIORITIES

Outstanding Service – Implement Sustainable Service Delivery – Managing Expectations

ACCESSIBILITY CONSIDERATIONS

Not applicable

CONSULTATIONS

Public Works

ATTACHMENTS

N/A



KIRKLAND LAKE

THE RIGHT ENVIRONMENT

REPORT TO COUNCIL

Meeting Date: 21/09/2021

Report Number: 2021-CS-020

Presented by: Bonnie Sackrider

Department: Community Services

REPORT TITLE

COVID-19 Update: Proof of Vaccination Requirement and Council Chambers Information Systems Requirements

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-CS-020 entitled “**COVID-19 Update: Proof of Vaccination Requirement and Council Chambers Information Systems Requirements**” be received, and

THAT staff be directed to implement proof of vaccination for all individuals aged 12 and over who utilize the Community Complex for sports or leisure activities, **and**

THAT staff complete all I.T. upgrades recommended by the Municipal Information Services Manager to ensure adherence to Accessibility laws, and to provide an enhanced viewing experience for residents.

PROOF OF VACCINATION

BACKGROUND

The Provincial Government has now released the regulations and guidance for municipalities to assist in implementing proof of vaccination requirements which take effect on September 22, 2021. This new requirement is expected to help increase vaccination rates and protect individuals in higher-risk indoor settings. As of September 22, patrons are required to be fully vaccinated (have received a full series of vaccines **14 days prior**) and provide proof of their vaccination status **and** proof of ID to enter certain facilities. At this point, the only municipal facility mandated to ensure patrons are fully vaccinated is the Community Complex since it fits into the category of an indoor facility used for sports and recreational activities. To enter the Community Complex, with limited exemptions:

- The patron must provide proof of being fully vaccinated and proof of ID (at point of entry of the required setting)
- The facility must confirm review and confirmation of the proof
- Other public health and workplace safety measures will still apply, including masking, screening, and distancing.

Individuals under 12 are exempt from this requirement, as are individuals under 18 who are entering solely for the purpose of actively participating in an organized sport.

Due to the anticipated problems with determining intent as well as changing reasons for being in the facility for those aged 12-17, staff recommend that only patrons under 12 be exempt from the requirement. For example, a youth may play an organized sport in the facility (no need to provide proof of full vaccination) and then when finished, become a spectator of another activity (required to show proof of full vaccination). Once the individual is in the facility staff have no way of knowing if the reason for their visit has changed. Additionally, both the Northern Ontario Junior Hockey League and the Northern Ontario Hockey Association have instituted full vaccination for all individuals associated with the team who are 12 and over. To enforce the legislation that indicates that those from 12-17 may or may not need to show proof of full vaccination will be more confusing, more costly (in terms of screener time) and more likely that staff will err and put the municipality in a liable position.

In addition to children under 12, workers, contractors, delivery workers, volunteers and inspectors are exempt from the requirements under O.Reg 364/20.

Patrons with a medical exemption are required to present identification and a written document stating the individual is exempt for a medical reason from being fully vaccinated against COVID-19 and the effective time-period for the medical reason. The Ministry of Health has identified two reasons for a medical exemption: a severe allergic reaction or anaphylaxis to a component of a COVID-19 vaccine, or Myocarditis/Pericarditis following mRNA COVID-19 vaccination. There are clear protocols for what can be accepted as the written document.

By October 22nd, the Ontario Government will develop and implement an enhanced digital vaccine certificate with unique QR (Quick Response) code and accompanying verification application that will allow users to safely and securely verify their vaccination status when scanned. A paper version of the enhanced vaccine certificate can be obtained. Prior to October 22nd, patrons must show their proof of vaccination (paper copy or digital copy) along with proof of identification that includes name and date of birth, e.g. birth certificate, driver's license, health card, passport.

OTHER ALTERNATIVES CONSIDERED

1. Council may choose to require proof of vaccination in other indoor settings such as the Library or the Museum, Town Hall or Public Works.
2. Council may choose to require proof of vaccination of the exempted individuals, 12 years of age and over, including workers, contractors, delivery workers, volunteers and inspectors.
3. Council may choose to require proof of vaccination of all Town of Kirkland Lake employees.

FINANCIAL CONSIDERATIONS

Mature screeners will need to be employed during high traffic times to ensure that all patrons 12 and over, who intend to enter the facility, provide proof of vaccination. Anticipated costs are anticipated to be up to \$3,000 per month. Tablets to read the QR codes are estimated to cost \$300 each and a minimum of 2 will be required.

Failing to comply with the requirements of O.Reg.364/20 can result in charges ranging from \$750 to \$100,000 and a year in jail for individuals; up to \$500,000 and up to a year in jail for an individual who is a director or officer of a corporation; and from \$1,000 up to \$10 million for a corporation.

All costs associated with legislated proof of vaccination protocols will be charged to the Corporation's COVID-19 account, which is funded through Provincial grants received for COVID-19 expenses.

INFORMATION TECHNOLOGY UPGRADES

BACKGROUND

With Council moving back into Council Chambers there are a number of I.T. needs that are required to be addressed both to provide residents with an enhanced experience, and to ensure adherence to Accessibility Laws regarding closed captioning.

The current audio system is not operating to its capacity, meaning that in Chambers itself voices are not projected through the system. For those who sit around the table, voices are audible, however, when chambers will once again hold residents and guests, the acoustics will be poor.

The video system needs to be supplemented with additional cameras so that whoever is speaking will be able to be shown on camera to the virtual audience.

If a council meeting is broadcasted live, at this time there are no regulations pertaining to closed captioning. However, when meetings are saved for viewing at a later date, the meeting must have accurate closed captioning (see attachment 1 for detailed information

on closed captioning requirements and options). This was not problematic when Councillors were all utilizing individual computers on zoom, however, when together in Chambers, the Communications Coordinator has identified areas that need improvement: multiple cameras are required to show all speakers, enhanced audio is required to hear what is being said so that Zoom's transcription service can provide accurate captioning, and updated software is required.

The Municipal Information Systems coordinator has estimated that the upgrades will be able to be completed in house within the next 2 months. This individual has been working alone in the I.T Department and due to the complex requirements to keep our systems safe and operating, has not been able to dedicate the time required to update the system. However, the department has been increased by one additional staff this week which will provide the time needed to complete the upgrades.

Until the upgrades are completed, further re-opening of Chambers to more than Mayor and Council is discouraged.

OTHER ALTERNATIVES CONSIDERED

- 1) Third party closed captioning services – this option is not recommended by staff due to the high cost
- 2) Contracting out to have all upgrades completed – this is not recommended by staff due to the backlog in availability of technicians able to complete the work, the high cost of contracting the work out, and the important opinion that if the work is completed in house, then staff are much more familiar with the systems and will be able to complete future repairs and upgrades with ease.

FINANCIAL CONSIDERATIONS

Initial investigation into audio and video upgrades as well as software implementation indicates an investment of approximately \$10,000 is required.

Staff are reviewing all options for provincial funding to cover the cost of upgrades. If funding applications are not successful, the amount will be required to come from the levy.

RELATIONSHIP TO STRATEGIC PRIORITIES

Both topics fall under the pillar of **Outstanding Service**, specifically the areas of *Improving Health and Safety for Staff and Patrons* and *Improving Communications*

ACCESSIBILITY CONSIDERATIONS

- 1) Smartphone applications providing proof of vaccination will be accessible to people with disabilities and compatible with adaptive technologies such as screen readers.

- 2) Adherence to Web Content Accessibility Guidelines (WCAG) 2.0 Level AA is legislated

CONSULTATIONS

Senior Management Team

Municipal Information Systems Coordinator – Daniel Mountford

Communications Coordinator – Laura Dorrell

ATTACHMENTS

Attachment 1 – 2021-CLK-012 – Report to Council - Video Closed Captioning for Accessibility



KIRKLAND LAKE

THE RIGHT ENVIRONMENT

REPORT TO COUNCIL

Meeting Date: 18/05/2021

Report Number: 2021-CLK-012

Presented by: Meagan Elliott

Department: Corporate Services

REPORT TITLE

Video Closed Captioning for Accessibility

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-CLK-012 entitled “**Video Closed Captioning for Accessibility**” be received, and

THAT staff be directed to upgrade the Corporate Zoom account from Pro to Business to allow utilization of the Zoom Audio Transcripts.

BACKGROUND

As of January 1, 2021 all public websites and web content posted after January 1, 2012 must meet Web Content Accessibility Guidelines (WCAG) 2.0 Level AA other than criteria 1.2.4 (live captions) and 1.2.5 (pre-recorded audio descriptions).

At the January 12, 2021 Regular Meeting of Council, Council received this information and directed staff to look into third party costs for video closed captioning services.

RATIONALE

As noted above, live video streams do not need to be captioned at this time, but the posting of the recorded video does. The Town of Kirkland Lake currently utilizes YouTube for the posting of Council meeting videos that has a closed captioning feature but it is not precise. TKL has been utilizing Zoom for electronic meeting participation and live streaming the Council meeting. It has been determined that an upgrade to the current Zoom account from “Pro” to “Business” would allow the generation of accurate transcripts and the ability to edit these transcripts manually if needed to correct errors. Although this may add staff time to the uploading of videos, it will ensure compliance with the legislative accessibility requirements for a small fee.

OTHER ALTERNATIVES CONSIDERED

YouTube Auto Generated – Currently this is what is being included with the YouTube videos. Once the final version has been uploaded, YouTube auto generates a transcript for closed captioning. The problem is that the transcript often contains errors and requires the addition of the speaker's names and proper punctuation, etc. Additionally, there is a delay in the transcript being made available after the final version of the video has been uploaded.

Third Party Transcription Services – Staff researched a variety of third party transcription service options. There are two basic types of transcriptions available: automated and manual. Automated would be similar to what Zoom audio transcripts would provide where a transcript is auto generated and may still have inaccuracies that would need to be corrected. Manual is done manually and would ensure better accuracy, but for a much higher cost.

iCompass Video Manager HD – Integrated with YouTube and Zoom accounts, video Manager HD extends the functionality of iCompass' Meeting Manager solutions so one can live stream council meetings, and provide video links within agendas and minutes. iCompass also offers another less inclusive and less expensive Video Streaming service. Either option would still require any corrections to the transcript to be completed manually, similarly to the above Zoom and YouTube options. The main advantage to the Video Manager HD is the ability to place timestamps within the video that can be linked directly into the agendas and minutes, allowing viewers to go to specific parts of the video from within the agenda or minutes to find what they are looking for. It also allows the video to play on the same page where the agenda or minutes are being viewed. Staff recommend re-looking into this option in the future when the iCompass agenda software is completely integrated.

FINANCIAL CONSIDERATIONS

Zoom Audio Transcripts – The current Zoom account does not allow for transcription; to utilize this service would require an upgrade to the account from Pro at \$200/year to Business at \$270/year.

Third Party Transcription Services – The cost of third party transcriptions varies from (assuming a 1-hour long video) \$4.20 - \$15 US for automated transcription and \$48 - \$120 US for manual transcription. Additional costs may also be incurred for poorer quality audio recordings and/or harder to understand accents of speakers.

iCompass Video Manager HD – \$3,758.90 Annually. The Virtual Streaming option - \$1000.00 Annually.

RELATIONSHIP TO STRATEGIC PRIORITIES

Ensuring we are meeting accessibility requirements supports the pillar of Outstanding Service.

ACCESSIBILITY CONSIDERATIONS

The recommended steps put forth in this report are to ensure we are compliant with legislated Web Content Accessibility Guidelines regarding the posting of videos.

CONSULTATIONS

Laura Dorrell, Communications Coordinator

Laurel Masters, iCompass Sales Rep

ATTACHMENTS

Not applicable.



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-073

BEING A BYLAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT WITH PEDERSEN CONSTRUCTION (2013) INC. FOR CONSTRUCTION SERVICES FOR THE SWASTIKA WATER POLLUTION CONTROL PLANT DECOMMISSIONING AND SEWER SYSTEM CONNECTION TO THE KIRKLAND LAKE WASTEWATER TREATMENT PLANT

WHEREAS the Town of Kirkland Lake has received 2/3 funding under the Building Canada Fund - Small Communities Fund for Construction Services for the Swastika Water Pollution Control Plant Decommissioning and Sewer System Connection to the Kirkland Lake Wastewater Treatment Plant;

AND WHEREAS on September 7, 2021 Council awarded the contract for the above noted project to Pedersen Construction (2013) Inc.;

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

- 1 **THAT** the Mayor and Clerk are hereby authorized to execute an agreement attached hereto as Schedule "A" with Pedersen Construction (2013) Inc. for Construction Services for the Swastika Water Pollution Control Plant Decommissioning and Sewer System Connection to the Kirkland Lake Wastewater Treatment Plant for the tendered amount of \$7,693,310.00 plus HST.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 21st DAY OF SEPTEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk



General Contractor's Agreement

THIS AGREEMENT, made this **8th** day of **September, 2021**

BETWEEN:

The Corporation of the Town of Kirkland Lake

(hereinafter called the "Municipality")

- and -

Pedersen Construction (2013) Ltd.

a company operating under the laws of Ontario and having its head office at New Liskeard, Ontario

(referred to in this Agreement as the "Contractor")

Background to this Agreement

- a. The Municipality is the owner of water and wastewater treatment facilities in the Municipality.
- b. The Contractor is engaged in the business consisting principally of the provision of construction services.
- c. The Municipality desires to purchase from the Contractor, the labour, materials and services (the "Work") as further described below and in Schedules A, B, C, D, E, F and G in order to assist the Municipality to provide water and wastewater treatment services to its residents and the Contractor wishes to supply the Work to the Municipality.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged, the Municipality and the Contractor agree as follows:

Article 1 - **Performance of the Work**

- 1.1 **Basic Commitment.** The Municipality agrees to retain the Contractor to provide the Municipality with the Work as described below and in Schedules A, B, C, D, E, F and G with respect to the Work.
- 1.2 **Term of Agreement.** This Agreement shall remain in full force and effect from the date above to completion of the Work (the "Term") subject to earlier termination as provided in Article 6.
- 1.3 **The Municipal Representative.** In the course of providing the Work, the Contractor shall deal directly with and take instructions from the representative designated by the Municipality, **Stantec Consulting Ltd.** ("the Municipal Representative").
- 1.4 **Payment.**
 - (a) **Prices.** In consideration of the provision of the Work, the Municipality agrees to pay the Contractor the prices set out in Schedule "D" (the "Prices"). The Prices shall include all costs incurred by the Contractor to carry out the Work including a breakdown of labour, material

and equipment descriptions and costs and shall be firm for the entire Term. The Prices are quoted exclusive of taxes. The Harmonized Sales Tax (the "HST") shall be applied to the Prices.

- (b) **Proper Invoices.** An invoice for the Work performed shall be submitted to the Municipal Representative unless otherwise specified by the Municipality. Invoices shall indicate a breakdown of descriptions and costs and shall meet the statutory requirements of a "proper invoice" in accordance with Section 6.1 of the *Construction Act*, RSO 1990 c C.30, as amended (the "*Construction Act*"). To be considered a "proper invoice", invoices must also be submitted with a statutory declaration as described in Subsection 1.4(d) below.
- (c) **Approval.** If the Municipal Representative determines the invoice to be a proper invoice in accordance with Subsection 1.4(b), payment shall be made by the Municipality no later than 28 days after receipt of the proper invoice, subject to the Municipality's right to deliver a notice of non-payment in the event of a dispute in accordance with Subsection 6.4.2 of the *Construction Act* and the Municipality's obligations to retain holdback in accordance with Part IV of the *Construction Act* (the "Holdback"). In the event an overpayment is discovered by audit or otherwise, the amount of overpayment shall be credited to future payments hereunder or repaid to the Municipality as determined by the Municipality.
- (d) **Statutory Declaration.** Prior to second and subsequent progress payments and the release of any retained Holdback the Contractor shall provide a statutory declaration (the "Statutory Declaration") confirming that all of its trades, sub-trades, contractors, sub-contractors, Contractors and all other companies or persons providing services to the Contractor for the purpose of this Agreement, have been paid in full except for (i) holdbacks properly retained in accordance with the *Construction Act*, (ii) payments deferred by agreement; and (iii) amounts withheld by reason of legitimate dispute for which a notice of non-payment has been delivered in accordance with Subsection 6.5.6 of the *Construction Act*.

1.5 Compliance with Laws.

- (a) The Contractor shall supply the Work to the Municipality in compliance with all applicable laws, by-laws, regulations, policies, guidelines or directives, including but not limited to all applicable laws, by-laws, regulations, policies or directives relating to protection of the environment, labelling, documentation, transportation and occupational health and safety as they may change from time to time ("Applicable Laws").
- (b) Failure by the Contractor to comply with the Applicable Laws may result in a refusal by the Municipality to accept delivery of the Works.

Article 2 - Representations, Warranties and Covenants of the Contractor

- 2.1 **Authority of the Contractor.** The Contractor warrants that it has the power and authority to enter into and carry out all of its obligations under this Agreement.
- 2.2 **Provision of Work.** The Contractor represents and warrants to the Municipality that it, and any employee or other person that the Contractor may retain to help perform the Work, will have all necessary skills, training and qualifications to provide the Work in accordance with the provisions of this Agreement, including all necessary approvals, licences, certificates, authorizations and the like that may be required by law, policy, directive and otherwise.
- 2.3 **Fines and Penalties.** The Contractor represents to the Municipality that it has no fine, penalty, investigation (pending or actual), notice, order, direction or charge against it pursuant to

environmental, health and safety or transportation laws and regulations that have not been disclosed to the Municipality in writing.

- 2.4 **Standard of Care.** The Contractor shall perform the Work with a level of skill and care consistent with the best procedures, protocols and practices accepted in the Contractor's business. The Contractor will provide the Work in accordance with all relevant local, provincial and federal laws, regulations, by-laws, codes, guidelines and standards that are applicable at the time the Contractor provides the Work, including but not limited to those mentioned elsewhere in this Agreement.
- 2.5 **Subcontractors and Assignees.** Normally, all the Work shall be performed by the Contractor. The use of subcontractors or assignees by the Contractor for any part of this Agreement may be permitted in the event of a contingency subject to prior approval of such subcontractors or assignees in accordance with the specifications, terms and conditions of this Agreement, and the subsequent consent of the Municipality obtained in writing. The Contractor remains bound by this Agreement, and shall indemnify the Municipality for which the Work is being undertaken from all claims and demands of subcontractors and assignees, and for any liability arising as a result of the actions of the subcontractors or assignees.
- 2.6 **Conflict of Interest.**
- (a) The Contractor, any sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the Municipality where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the Municipality) with the provision of Work pursuant to this Agreement. The Contractor acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Municipality relevant to the Work where the Municipal Representative has not specifically authorized such use.
 - (b) The Contractor shall disclose to the Municipality without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
 - (c) The Contractor covenants and agrees that it will not hire or retain the services of any employee or previous employee of the Municipality where to do so constitutes a breach by such employee or previous employee of either Section 21 or Part 3 of the *Conflict of Interest and Post-Service Directive for Public Officials and Public Servants*, as may be amended from time to time.
 - (d) A breach of this Section by the Contractor shall entitle the Municipality to terminate this Agreement, in addition to any other remedies that the Municipality has in the Agreement, in law or in equity.
- 2.7 **Warranty.**
- (a) The Contractor must provide a twelve (12) month warranty, including the installation and commissioning and labour, to execute warranty work, commencing from the date of substantial performance of the contract as set out in the certificate of substantial performance made in accordance with subsection 32(1) of the *Construction Act*.

- (b) The Municipality must be given a written warranty for satisfactory installation and commissioning of the Work under the Agreement. Warranty work must be provided by authorized representatives of the Contractor.

Article 3 - Confidentiality

- 3.1 **Confidentiality and Security.** The Contractor agrees to ensure that the Contractor shall, both during and following the Term, maintain confidential and secure, all material and information provided to the Contractor, obtained directly or indirectly from, or belonging to the Municipality and in the possession or under the control of the Contractor pursuant to this Agreement. The Contractor agrees that it shall not directly or indirectly disclose or use, either during or following the Term, any material or information provided to it, obtained directly or indirectly from, or belonging to the Municipality, pursuant to this Agreement, without first obtaining the written consent of the Municipal Representative for such disclosure or use.

Article 4 - Insurance, Liability and Indemnity

4.1 Contractor's Insurance Coverage.

- (a) The Contractor shall, without limiting its obligations and liabilities under this Agreement, maintain:
- I. Commercial General Liability Insurance in an amount with per occurrence and aggregate limits of not less than \$5,000,000 naming the Municipality, OCWA, and Her Majesty the Queen, in right of Ontario, as represented by the Minister of the Environment, Conservation and Parks (MECP) as additional insured parties. Any commercial general liability insurance required hereunder will include:
 - i Broad Form Property Damage;
 - ii Non-owned automobile liability;
 - iii Contractual liability for all contracts entered into with respect to the Work;
 - iv Products and completed operations cover for a period of 24 months following completion of the Work or the specific party's portion of the Work;
 - v Pollution cover to the extent of Insurance Bureau of Canada Endorsement 2313 with 120 hours detection and reporting;
 - vi Cross liability clause;
 - vii No health exclusions;
 - viii No XCU (blasting or explosion, structural damage, or collapse damage caused by during excavation by mechanical equipment) exclusions where such Work is to be performed;
 - ix Elevator and hoist collision liability (if lifting device, such as crane etc. required for installation);
 - x Loss of use without property damage;
 - xi Loading and unloading of automobiles;
 - xii Thirty (30) days' notice of cancellation or material change to all additional insureds.
 - II. Automobile Insurance to cover vehicles that are owned and/or leased to the name of the Contractor used in the performance of this contract. This should include a Third Party Liability limit of not less than \$5,000,000 and include all statutorily required coverages.

- III. "All Risks" (as that term is understood in the Canadian insurance industry) Property insurance including Equipment Breakdown and Testing & Commissioning with a sum insured of not less than the replacement value of all property during course of construction/installation, naming the Municipality as named insured. Any property insurance required hereunder will include:
- i Margin of profit clause;
 - ii Sub-limited cover for property in transit and while at unnamed locations;
 - iii Waiver of subrogation against all named Insureds;
 - iv Non-vitiating clause;
 - v Thirty (30) days' notice of cancellation or material change to all Named Insureds.
- (b) The Contractor shall provide the Municipality with certificates of insurance evidencing compliance to the insurance specifications noted above. If the Contractor's Commercial General Liability is maintained on an annual basis, the Contractor agrees to evidence continuous renewal of coverages for twenty-four (24) months following completion of the Work with annual renewal certificates issued to the Municipality.
- (c) The Contractor is responsible for all deductibles under any of the insurance required hereunder unless the loss that arises is caused by the Municipality.
- 4.2 **Liability of Contractor.** The Contractor, its agents, all workers and persons employed by it, or under its control, including subcontractors, shall use due care to ensure that no person is killed or injured or property is damaged and that no rights are infringed while carrying out the Work. The Contractor shall be solely responsible for all damages in respect of any injury to persons or damage to property of whatever description occasioned in the carrying on of the Work or any part thereof, or by any negligence, misfeasance or nonfeasance on the part of the Contractor, or on the part of any of its agents, workers or persons employed by it or under its control, including subcontractors or assignees.
- 4.3 **Indemnity.**
- (a) The Contractor shall exonerate, indemnify and save harmless the following parties, (collectively referred to as the "Indemnified Parties"):
- I. The Municipality and any of its elected officials, directors, officers, employees and agents from all costs, losses, damages, liabilities, judgements, claims, demands, suits, actions or other proceedings of any kind resulting from, connected with or attributed to anything done or omitted to be done by the Contractor or any of its partners, directors, officers, employees and agents in connection with the Work provided (or required to be provided) under this Agreement.
- (b) The Indemnified Parties will not be responsible for any damage or loss to the Contractor's vehicles or any other equipment owned by the Contractor, while on the premises of any location where the Municipality may be providing services or any location authorized by the Municipality.
- (c) The Municipality shall be deemed to hold the provisions of this Section 4.3 that are for the benefit of the Indemnified Parties, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.

- 4.4 **Contractor an Independent Contractor.** In providing the Works, the Contractor shall be acting as an independent contractor and only to the extent and for the specific purpose described in this Agreement. Neither the Contractor nor any of its partners, directors, officers, employees or agents shall be construed as the Municipality's employees, even though they may be required to undertake some or all of the activities on premises of the Municipality utilizing equipment, hardware and software belonging to the Municipality.
- 4.5 **Causes beyond Control.** Notwithstanding any other provision in this Agreement, failure or delay in performance by any party of any term of this Agreement shall be excused to the extent caused by any event beyond such party's reasonable control provided the party prevented from or delayed in rendering performance notifies the other party in writing immediately and in detail, of the commencement and nature of such a cause and provided further that such party uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

Article 5 - **Health and Safety Matters**

- 5.1 **Contact Person.** While the Contractor is providing the Work pursuant to this Agreement, the Municipality's contact person is the Municipal Representative. The Contractor contact person will be:
- Scott Beeson**, P. Eng., Project Manager
177246 Bedard Road,
New Liskeard, ON
POJ 1P0
Telephone: (705) 679-3032
E-mail: sbeeson@pedersenconstruction.ca
- 5.2 **Release.** The Contractor releases the Municipality together with the directors, officers, employees and agents of the Municipality (the "Released Parties") from all claims, injuries (including death), damages, costs, liabilities, judgments of every kind and nature whatsoever that arise out of the Contractor and its employees, agents and subcontractors providing the Work at, or having access to, the Facilities, whether arising from negligence, breach of contract or otherwise.
- 5.3 **Failure to meet Conditions of this Article.** If the Contractor fails to meet any of the conditions of this Article 5, the Municipality may terminate the Contractor immediately without notice and the Municipality will pay for the Work received up to the date of termination.
- 5.4 **Subcontractors.** The Contractor shall inform the Municipal Representative of any part of the Work that it intends to subcontract prior to such subcontractor providing the Work. The Contractor shall use only qualified subcontractors. The Contractor shall preserve and protect the rights of the parties under this Agreement with respect to the Work to be provided under the subcontract and the Contractor shall:
- (a) enter into agreements with the intended subcontractors to require them to meet the requirements of and perform their work in accordance with all applicable terms and conditions of this Agreement and, in particular and without limiting the generality of the foregoing, the insurance and indemnification requirements and Occupational Health and Safety obligations; and
 - (b) be fully responsible to the Municipality for acts and omissions of its subcontractors.

- 5.5 **Contractor's Obligations.** The Contractor acknowledges that it is responsible for meeting all of the "constructor" obligations under the *Occupational Health and Safety Act* and its regulations, R.S.O. 1990, c.O.1, as amended (referred to collectively as the "OHSA") and shall ensure that all work is carried out in accordance with the OHSA. This includes, but is not limited to, the duties to: provide a safe workplace; provide information and educate workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and take every reasonable precaution to protect the health and safety of workers. As such, the Contractor shall provide an original signed copy of the *Occupation Health and Safety Declaration*, attached as Schedule A to this Agreement.
- 5.6 **Use of Competent Supervisors.** The Contractor shall ensure an adequate number of supervisors are provided on-site to supervise the Contractor's staff and subcontractors and that any supervisor appointed by the Contractor satisfies the definition of "competent" as prescribed by the OHSA.
- 5.7 **Use of Proper Equipment.** The Contractor shall provide all necessary equipment and personal safety devices required to provide the Works. The Contractor represents and warrants to the Municipality that all such equipment is in good working order and has been maintained in accordance with the OHSA and that all employees and subcontractors of the Contractor who will be providing the Work have been trained on how to use the equipment in a safe manner.
- 5.8 **WSIB Clearance Certificate.** The Contractor is responsible for all costs associated with workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company. The Contractor represents and warrants to the Municipality that it has met and it shall continue to meet, all of its obligations under the *Workplace Safety and Insurance Act*. Prior to providing the Work, the Contractor shall provide the Municipality with a WSIB Clearance Certificate confirming that the Contractor is registered with the WSIB and that the Contractor has met all reporting and payment obligations. The Municipality will withhold payment of such sums of money sufficient to cover any default of the Contractor to the WSIB or insurance company for premiums or assessments and any costs arising from an accident for income replacement, medical aid or rehabilitation.
- 5.9 *Reserved*
- 5.10 **Contractor's Health and Safety Program.** Prior to providing the Work pursuant to this Agreement, the Contractor shall provide the following information to the Municipal Representative:
- (a) a copy of the Contractor's safety policy as related to the Work provided pursuant to this Agreement, including identification and control of hazards associated with the provision of the Work;
 - (b) a list of any Ministry of Labour orders under which the Contractor is currently operating;
 - (c) a list of the Contractor's staff (including subcontractors) that will be providing the Work and evidence of the training they have received (Form 1000, or any applicable successor Form);
 - (d) a list of competent supervisory staff; and
 - (e) any policies with respect to enforcement/discipline of the Occupational Health and Safety issues.

The Contractor acknowledges that in the event the Contractor is unable to provide the above information to the Municipality or the information provided to the Municipality is unsatisfactory to the Municipality, the Municipality will have the right to terminate this Agreement immediately.

- 5.11 **Pre-Start Meeting.** If applicable, prior to the Contractor providing any on-site Work, all staff of the Contractor and its subcontractors must attend a meeting with the on-site staff of the Municipality to:
- (a) identify the Contractor's staff that will be attending the Facilities (including the staff of any subcontractors);
 - (b) review any hazards at the Facilities and the Municipality safety policies related to the Facilities including sign-in procedures;
 - (c) establish a contact person for communications purposes throughout the day;
 - (d) identify sufficient and competent supervisory staff of the Contractor;
 - (e) establish a communications protocol whereby the Contractor shall inform the Municipality where work is going to be conducted each day; and
 - (f) if a co-ordination document is required by the OHSA and its regulations, discuss the preparation of the co-ordination document to govern confined space entries.
- 5.12 **Accident Reporting.** In the event of (a) an accident causing death, (b) critical injury (as defined by O. Reg. 834, R.R.O. 1990, as amended), or (c) disabling injury to any employee of the Contractor or one of its subcontractors, the Contractor shall notify the Municipality immediately and, within twenty-four (24) hours of such event, provide the Municipality with a detailed report which shall include the following information:
- (a) identify the Contractor's staff that will be attending the Facilities (including the staff of any subcontractors);
 - (b) review any hazards at the Facilities and the Municipality's safety policies related to the Facilities including sign-in procedures;
 - (c) establish a contact person for communications purposes throughout the day;
 - (d) identify sufficient and competent supervisory staff of the Contractor;
 - (e) establish a communications protocol whereby the Contractor shall inform the Municipality where work is going to be conducted each day; and
 - (f) if a co-ordination document is required by the OHSA and its regulations, discuss the preparation of the co-ordination document to govern confined space entries.
- 5.13 **Ministry of Labour Orders.** The Contractor shall immediately notify the Municipality of, and provide the Municipality with, any Ministry of Labour orders or charges issued to the Contractor in relation to the Work provided to this Agreement.
- 5.14 **Stop Work.** The Municipality may stop the work of the Contractor or any subcontractor if a contravention of the OHSA is identified and there is an immediate danger to the health or safety of a worker. This direction will stand (at no additional cost to the Municipality), until the Contractor addresses the contravention and reports back to the Municipality.

- 5.15 **Equipment Lockout.** The Contractor is responsible for ensuring that all machinery/equipment worked on or used by the Contractor at the Facilities is locked out, depressurized, cooled down and drained, as required and the Contractor shall follow any relevant safety procedures provided by the Municipality in this regard.
- 5.16 **Review of the Municipality's Safety Manual.** If applicable, the Contractor shall review appropriate sections of the Municipality's Health and Safety Manual prior to providing the Work, in order to become acquainted with key safety procedures at the Facilities. The Contractor shall ensure that all of the Contractor's employees, agents and subcontractors are also made aware of the provisions in the Municipality Safety Manual that are relevant to the Work supplied pursuant to the Agreement.

Article 6 - **Termination**

- 6.1 **Termination Without Notice.** The Municipality may terminate this Agreement without notice to the Contractor upon any breach of this Agreement by the Contractor.
- 6.2 **Other Reasons.**
- (a) This Agreement may be terminated at any time by the Municipality by giving thirty (30) days' notice to the Contractor. If the Municipality terminates this Agreement prior to its expiration, the Municipality shall only be responsible for payment of that portion of the payment reasonably incurred for the value of the Work completed up to and including the date of any such termination.
 - (b) The Municipality reserves the right to assign this Agreement to another contractor without penalty.

Article 7 - **General Provisions**

- 7.1 **Currency.** Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency.
- 7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 7.3 **Enurement and Assignment.** This Agreement shall enure to the benefit of and be binding upon the parties and their administrators, successors and permitted assigns. The Municipality may at any time, in its sole discretion, assign this Agreement. The Contractor shall not assign this Agreement, or any part thereof, without the prior written approval of the Municipality, which approval may be:
- (a) withheld by the Municipality in its sole discretion; or
 - (b) given subject to such terms and conditions as the Municipality may require.
- 7.4 **Waiver.** No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived. No delay or failure by either party in exercising any rights regarding the default by the other party shall diminish or prejudice the rights of the innocent party as to that or any other default.
- 7.5 **Further Assurances.** The Contractor and the Municipality shall both execute and deliver such further instruments and do such further acts as may be required to implement the intent of this Agreement.

7.6 **Entire Agreement.** This Agreement includes the following attached Schedules:

- Schedule A - Occupational Health and Safety Declaration
- Schedule B - Supplementary General Conditions
- Schedule C - General Conditions
- Schedule D - The 'Prices'
- Schedule E - Performance Bond, Labour and Material Payment Bond, and Certificates of Insurance Coverage
- Schedule F - Contractor Proposal
- Schedule G - List of Drawings, Specifications, RFB Documents and Addenda

and embodies the entire Agreement with regard to matters dealt within this Agreement and supersedes any understanding or Agreement, collateral, oral or otherwise, existing between the parties at the date of execution.

7.7 **Freedom of Information.** The Contractor understands and agrees that this Agreement and any materials or information provided to the Municipality through the performance of the Work may be subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

7.8 **Severability.** All paragraphs, terms and conditions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining paragraphs, terms and conditions.

7.9 **Time.** Time shall be of the essence in this Agreement.

7.10 **Amendments.** No addition, deletion or modification to the provisions of this Agreement shall be effective unless it is in writing and duly executed on behalf of both Parties by their duly authorized representatives.

7.11 **Interpretation.**

- (a) In this Agreement, references to the singular shall be deemed to include the plural and the converse shall also apply, references to gender shall be deemed to include the masculine, feminine and neutral genders, references to persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and the terms "herein", "hereof", "hereunder" and similar expressions shall be deemed to refer to this Agreement in its entirety without restrictions to any particular article, clause, sub clause or other portion of this Agreement.
- (b) The headings preceding the provisions of this Agreement have been inserted for convenient reference only and shall not be deemed to affect the construction or interpretation of this Agreement.

7.12 **Survival.** All covenants, representations, warranties and indemnities of the Parties shall survive indefinitely the termination of this Agreement.

7.13 **Conflict.** If there is a conflict within the Contract Documents, the order of priority of documents, from highest to lowest, shall be:

- The Agreement between the Municipality and the Contractor
- The Definitions
- Supplementary General Conditions

- General Conditions
- RFB Addenda
- Civil Special Provisions
- Technical specifications
- The Drawings
- Drawings of larger scale shall govern over those of smaller scale of the same date
- Dimensions shown on Drawings shall govern over dimensions scaled from Drawings
- Later dated documents shall govern over earlier documents of the same type

7.14 **Counterparts.** This Agreement may be executed in counterparts and exchanged, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

7.15 **Notices.**

- (a) Any notice, or other communication required or permitted to be given under the Agreement by the Municipality or the Contractor shall be in writing and shall be delivered in person, transmitted by fax, email or sent by registered mail, addressed as follows:

I. If to the Contractor:

Pedersen Construction (2013) Ltd.
177246 Bedard Road,
New Liskeard, ON
POJ 1P0
Attention: Scott Beeson
Telephone: (705) 679-3032
E-mail: sbeeson@pedersenconstruction.ca

and

II. If to the Municipality:

Stantec Consulting Ltd.
600-171 Queens Avenue
London, ON N6A 5J7
Attention: Gary Deonarine
Telephone: (519) 675-6648
E-mail: Gary.Deonarine@stantec.com

and copy to:

Ontario Clean Water Agency
2085 Hurontario Street
Mississauga, ON L5A 4G1
Attention: Jack Li
Telephone: (905) 302-1540
E-mail: jli@ocwa.com

- (b) If delivered in person or transmitted by fax, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day).

- (c) If mailed, any such notice or other communication shall be deemed to have been given and received on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication made under this Agreement shall be delivered or transmitted by fax as provided in this Section.
- (d) A party to this Agreement may change its address for the purpose of this Section by giving the other party notice of such change of address in the manner provided in this Section.

7.16 **Prior Agreements.** This Agreement supersedes and takes the place of all prior Agreements entered into by the parties.

IN WITNESS WHEREOF the Municipality and the Contractor have duly executed this Agreement.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

<u>Date of Signature</u>	<u>Name of Authorized Signing Officer</u>	<u>Signature</u>
	Pat Kiely, Mayor	
	Meagan Elliott, Municipal Clerk	

PEDERSEN CONSTRUCTION (2013) LTD.

<u>Date of Signature</u>	<u>Name of Authorized Signing Officer</u>	<u>Signature</u>
	Karl Pedersen, President	



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-074

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT WITH ALEX MACINTYRE AND ASSOCIATES LTD. FOR THE DEMOLITION OF 37 DUNCAN AVENUE NORTH

WHEREAS a Request for Proposals was issued on August 6, 2021, for the demolition of 37 Duncan Avenue North;

AND WHEREAS upon review it has been recommended that the Council of the Town of Kirkland Lake enter into an agreement with Alex MacIntyre and Associates Ltd. for the demolition of 37 Duncan Avenue North;

AND WHEREAS Council directed staff on September 7, 2021 to present an executing by-law to Council to enter into an agreement with Alex MacIntyre and Associates Limited for the demolition of 37 Duncan Avenue North, for a base price of \$91,910.25 exclusive of taxes;

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

1. **THAT** the Mayor and Clerk are hereby authorized to execute an agreement attached hereto as Schedule "A" with Alex MacIntyre and Associates Ltd. to complete the demolition of 37 Duncan Avenue North for the amount of \$91,910.25 (plus GST).

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 21st DAY OF SEPTEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

PROJECT NO. RFP 565-21

AGREEMENT

This Agreement made in triplicate this 21st day of September 2021, between **Alex MacIntyre and Associates Ltd.**, hereinafter called "The Contractor",

and

The Corporation of the Town of Kirkland Lake, hereinafter called "The Owner".

WITNESSETH, that the Contractor agrees with the Owner to perform all the work in accordance with the Contract Documents referred to in the Proposal of the Contractor dated the 31st day of August, 2021 (which shall be deemed to form part of this Contract) to the satisfaction of the Contract Administrator for the total contract price of **\$91,910.25** which Contract Documents are attached hereto and which are hereby expressly made part of this Contract.

The Owner hereby agrees with the Contractor, that in consideration of the work being performed by the Contractor as specified, the Owner shall pay the Contractor for said work in accordance with the price set out in the Proposal of the Contractor attached hereto, and in accordance with the provisions set out in the attached Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

EXECUTION BY OWNER -

EXECUTION BY CONTRACTOR -

THE CORPORATION OF THE
TOWN OF KIRKLAND LAKE
Officers:

Alex MacIntyre and Associates Ltd.

Signatures.....

.....

.....

.....

Witness.....

Date.....

Date.....

Seal

Seal



Corporation of the Town of Kirkland Lake

Construction Contract (Short Form): Agreement Between Owner and Contractor

THIS AGREEMENT made

BETWEEN

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE (hereinafter called the “Owner”)

AND

ALEX MACINTYRE AND ASSOCIATES LTD. (hereinafter called the “Contractor”)

being collectively the parties (the “Parties”) to this Contract.

IN CONSIDERATION for the mutual promises contained in this Contract, the Owner and the Contractor agree as follows:

Article 1.0 The Work

1. The Contractor shall perform the Work in accordance with this Contract and do and fulfill everything indicated by the Contract Documents with respect to the demolition of 37 Duncan Avenue North.

Article 2.0 Important Dates

1. The Contractor shall diligently commence and achieve Total Completion of the Work by October 15, 2021.
2. The Contractor shall perform the Work in accordance with the Construction Schedule and any critical dates for the progress of the Work and Project.

Article 3.0 Payment and Holdback

1. The maximum amount the Owner is obligated to pay arising from or related to the Work or Contract is: \$91,910.25 (not including HST).
2. The Parties agree that should conditions on site be encountered that are unforeseen and substantially different from what has been ascertained prior to the signing of this agreement, it is reasonable to consider those situations as an extra cost. Both Parties must agree to the definition of the scope of the condition encountered, and the cost to remedy the condition. The agreed upon course of action and associated costs must be finalized in a Change Order.
3. All amounts under this Contract are in Canadian funds, unless otherwise explicitly stated in the Contract. Any other expenditure limit specified in this Contract will not be exceeded without the prior written approval of the Owner and must be done in accordance with the terms of this Contract.
4. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner. Amounts invoiced on account of costs or expenses for Work must not exceed the value of Work performed before the date of invoice submission. In the event the Owner disputes in good faith an amount invoiced by the Contractor, the Owner will pay the undisputed portion within the prescribed time. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the application for payment.
5. The Owner's obligation to pay the Contractor under this Contract is subject to the Contractor abiding by the terms and conditions of this Contract.
6. Subject to the terms of this Contract, the Owner shall make payment to the Contractor for the value of the Work actually and properly performed in accordance with this Contract upon Total Completion, subject to any subcontractor claims, outstanding deficiencies or items to be completed or corrected, and any warranty holdback (if applicable).
7. The Owner shall pay the Contractor any undisputed amounts within 30 days from the date of receipt of an invoice, subject to the terms of the Contract.

Article 4.0 Contract Documents

1. The Contractor shall perform the Work in accordance with the following Contract Documents, and if there is a conflict between any documents that comprise the Contract, the priority of documents that govern, from highest to lowest, is in the order listed under Article 4.1, beginning with 4.a
 - a. Alex MacIntyre and Associates Ltd.. Proposal dated August 31, 2021;
 - b. RFP 565-21 and associated Addendums;
 - c. Agreement Between Owner and Contractor;
 - d. General Conditions
 - e. Definitions
2. The Contractor shall promptly and fully inform the Owner of any errors, omissions or inconsistencies in the Contract Documents, and of any inconsistencies between the Contract Documents and applicable laws, of which it becomes aware.

Article 5.0 Notices

1. Notices will be addressed to the Parties at the address set out below. The delivery of a Notice will be by hand, courier, mail, or electronic mail. A Notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
 - a. if delivered in person or by courier, on the date of delivery;
 - b. if sent by mail, it shall be deemed to have been received 5 Business Days after the date on which it was mailed;
 - c. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00:00 am to 5:00:00 pm as determined by the standard time at the place of receipt, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof if there is no indication of failure of receipt communicated to the sender.
2. Contact information for a Party may be changed by Notice to the other party setting out the new address in accordance with this Article.

OWNER:

Courtney Nylund
Building Inspector & Property Standards Officer
Corporation of the Town of Kirkland Lake
1 Dunfield Rd., Kirkland Lake, ON P2N 3P4
T: 705-567-9365 ext. 327; F: 705-567-9400
Email: Courtney.Nylund@tkl.ca

CONTRACTOR:

Joshua Dufresne
Contract Manager
Alex MacIntyre and Associates Ltd.
1390 Government Road West
Kirkland Lake, ON P2N 3P4
T: 705-567-3266; F: 705-567 4925
Email: josh@macintyremining.com

Article 6.0 Entire Agreement

1. This Contract, which includes the Contract Documents and any other schedules or attachments, constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, and other agreements in respect of it (whether written or oral), unless they are explicitly and specifically incorporated by reference into this Contract.

Article 7.0 Amendments

1. Any change or amendment to the Contract or the Work must be made upon written agreement signed by both Parties in accordance with the terms of this Contract.

Article 8.0 Signing

1. Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Contract, and that each person signing this Contract on behalf of a Party has been properly authorized and empowered to enter into and execute this Contract.
2. This Contract may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document.
3. The Parties have executed this Contract by their duly authorized representatives on the date of signature below, and if signed on different dates, then the later of those dates.

SIGNED AND DELIVERED in the presence of:

OWNER

Signature: _____

Print Name: _____

Title: _____

Date of Signature: _____

CONTRACTOR

Signature: _____

Print Name: _____

Title: _____

Date of Signature: _____

GENERAL CONDITIONS

GC 1.0 PERFORMANCE OF THE WORK

1. The Contractor declares and represents that in tendering for the work, and in entering into a contract with the Owner for the performance of the work, he has either investigated for himself the character of the work to be done and all local conditions, including the locality of any utility which can be determined from the records or other information available at the offices of any persons, partnership, corporation, including a municipal corporation and any board or commission thereof having jurisdiction or control over the utility that might affect his tender or his acceptance of the work, or that, not having so investigated, the Contractor has assumed and does hereby assume all risk of conditions now existing or arising in the course of the work which might or could make the work, or any items thereof more expensive in character, or more onerous to fulfill, than was contemplated or known when the tender was made or the contract signed.
2. The Contractor also declares that in tendering for the work and in entering into this contract, the Contractor did not and does not rely upon information furnished by the Owner or any of his agents or servants respecting the nature or confirmation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed or to the persons to be employed in the construction of work, or the character of the construction machinery and equipment or facilities needed to perform the work, or the general and local performance of the work under the contract and expressly waives and releases the Owner from all claims with respect to the said information with respect to the work.
3. The Contractor shall have total control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents and shall be solely responsible for: the construction means, methods, techniques, scheduling, sequences, procedures and coordinating the various parts of the Work under the Contract, including the work of Subcontractors and the work of Other Contractors if required under this Contract.
4. The Contractor shall provide all labour, Products, tools, Construction Equipment, water, heat, light, power, safety equipment, office equipment and supplies, transportation, permits, inspections and regulatory approvals, and any other equipment, materials, facilities and services to perform the Work and Contract.
5. The Contractor shall perform the Work in a diligent, timely, proper, good and workmanlike manner, and carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar services for similar projects.
6. The Contractor represents and warrants that the Contractor and its employees, Subcontractors, and agents are qualified and competent to perform the Work, and have the necessary skills, knowledge, training, licensing, certification, and ability to perform the Work. The Contractor shall maintain good order and discipline among the Contractor's employees, Subcontractors, and agents engaged on the Work.

7. The Contractor shall conduct a pre-inspection of the Work in the presence of the Owner's representatives in order to identify any conditions that may affect the Contractor's ability to protect the Work and the Owner's property and property adjacent to the Site from damage and disturbance which may arise as a result of the Contractor's operations or Work under the Contract. The Contractor shall be responsible for any damage or nuisance if caused by the Contractor.
8. The Contractor shall not trespass on private property. If it is necessary for the Contractor to enter private lands, the Contractor shall first obtain the landowner's written permission and shall assume responsibility for all claims that may result.
9. The Contractor will maintain the Work and Site in a clean, tidy, and orderly condition, including: keeping the Work and Site free from the accumulation of waste products and debris and storing any Construction Equipment, Products, and any other equipment or materials in a manner that does not unreasonably encumber the Site or other activities on the Site or adjacent to the Site.
10. Unless otherwise agreed to in writing between the Parties or explicitly stated in the Contract, the Contractor shall apply for, pay for, and obtain and maintain any applicable rights of access, permits, licences and approvals required by applicable laws for the performance of the Work.
11. The Contractor shall comply with all Owner policies or standards stated in this Contract and all applicable federal, provincial, territorial, and municipal laws in the performance of the Work and this Contract, including: any applicable permits, codes, or health and safety legislation, and shall ensure that its Subcontractors comply with such laws in the performance of the Work. Upon request by the Owner, the Contractor shall provide proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner.

This Contract does not operate as a permit, license, approval or other statutory authority, which the Contractor may be required to obtain from the Government of Ontario or any of its agencies in order to perform the Work.

The Contractor and Owner will, in writing, each designate an individual to act as their representative who will have authority to communicate, exchange information, and make decisions between or on behalf of the Parties. The Parties may change their designated representative by Notice to the other Party.

12. From time to time, the Owner may issue written supplemental instructions to the Contractor that are consistent with and in relation to the Work or Contract. The Contractor shall not be required to proceed with requested changes or alterations until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.
13. The failure of the Owner at any time to require performance by the Contractor of any provisions hereof shall in no way effect the right of the Owner thereafter to enforce same. Waiver by the Owner of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

GC 2.0 CONSTRUCTION SCHEDULE AND DELAYS

1. Prior to the commencement of the Work or at any time upon request by the Owner, and prior to the Owner making first payment, the Contractor shall, in a form and with content reasonably

acceptable to the Owner, prepare and submit to the Owner for review, a construction schedule that, in addition to any other requirements under the Contract, must coincide with and include any critical dates stated in the Contract, and provide sufficient detail of such critical dates and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Documents.

2. The Owner shall review the construction schedule and may request further information or materials to support the construction schedule or require the Contractor to make any reasonable revisions to the construction schedule to clearly demonstrate that the construction schedule complies with and coincides with any critical dates, Contract Documents, and any Work.
3. Certain material may be supplied by the Town. The Town will endeavor to have the items available for use when required, but failure to do so does not entitle the Contractor to any compensation for delay other than extension of the time of completion, which will be determined by the Contract Administrator.
4. The Contractor shall perform the Work in accordance with the construction schedule and shall be solely responsible for ensuring all aspects of the Work and any changes thereto conform to the construction schedule. The Contractor shall monitor the progress of the Work and the Project relative to the construction schedule on a monthly basis, and advise the Owner promptly of any facts or conditions which may affect or delay the construction schedule.
5. If the Contractor does not maintain the progress of the Work necessary to comply with the Contract Documents, including any construction schedule or critical dates stated under the Contract, then, upon Notice from the Owner, and without prejudice to any other rights and remedies the Owner may have, the Contractor shall accelerate the Work at the Contractor's expense, and take such action as the Owner deems reasonably necessary to maintain the progress required under the Contract Documents or construction schedule. Such actions may include: creation and implementation of a remedial plan by the Contractor, the supply of additional labour, additional hours of work or the furnishing of additional resources.
6. Despite any other term in this Contract, the Contractor waives any entitlement or claim for: an extension of time to perform the Work or complete the Contract and any extra or additional expense, costs, or any loss, damages, or compensation incurred or sustained by the Contractor for any reason or in any way related to or arising from any unanticipated delay or difficulties, unless the Contractor provides Notice of the claim to the Owner within five (5) calendar days after the commencement of the delay. The Contractor shall include in such Notice, a sufficient and detailed description of: the circumstances of the delay; the date the delay commenced and anticipated duration of the delay; a description of the portions of the Work affected by the delay; a full, organized, and detailed account of the reasonable and proper costs claimed resulting from the delay; the effect of the delay on the construction schedule; and all steps taken or reasonably available to mitigate the delay or impact. In the case of any delay, the Contractor will use all reasonable efforts to mitigate the costs, effects, and impacts of the delay. The Owner shall reasonably consider such Notice of claim but reserves the sole right to determine its validity.

GC 3.0 REVIEW OF THE WORK AND RECTIFICATION OF DEFECTS

1. Upon written notice from the Contract Administrator, discontinue or delay any or all of the work when in the opinion of the Contract Administrator it is unwise to proceed for any reason whatsoever, and the work shall not be resumed until the Contract Administrator shall in writing so direct.
2. The Owner and authorized agencies shall be permitted to inspect, examine, or test the Work, Products, and Records used or to be used for the Work to confirm that such work is in accordance with the requirements of the Contract. The Contractor shall provide sufficient, safe and proper facilities at all times for the review and inspection of the Work, Products, and Records by the Owner or authorized agencies.
3. If, in the Owner's reasonable opinion, there is a defect or fault in the Work, or the Contractor fails to properly perform the Work, the Contractor shall promptly and no later than five (5) calendar days after Notice of such defect or fault or within such other timeframe as agreed to in writing by the Parties, correct such defect or faulty work, at the Contractor's sole expense. The Contractor shall also be responsible for the reasonable costs of any inspections incurred by the Owner arising from or related to the defective or faulty work. The decision of the Contract Administrator shall be final as to the nature and cause of such imperfections and the necessity for remedying them.
4. If the Contractor, or person for whom the Contractor is responsible, does not correct or remedy the defect or faulty work within the timeframe provided under GC 3.2, or if in the reasonable opinion of the Owner it is not expedient to correct or remedy the defect or faulty work, the Owner may deduct from any amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract Documents and take such other action to remedy the defect or faulty work, including: taking the right to the Work out of the Contractor's hands (in whole or in part) and/or hiring other contractors to rectify the defective or faulty work. If the Owner and the Contractor do not agree on the difference in value arising from the defective or faulty work, they shall resolve the matter in accordance with GC 16.0 – Dispute Resolution.
5. The Contractor shall promptly notify the Owner in writing of any defects or fault in the Work.
6. For greater certainty, GC 3.1 to 3.5 shall survive the expiry or termination of this Contract.

GC 4.0 SUBCONTRACTORS AND OTHER CONTRACTORS

1. Before commencing the Work, the Contractor shall provide the Owner with the names of all Subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent to add or change any Subcontractors. The Owner may reasonably object to a Subcontractor engaged by the Contractor at any time, and require the Contractor to employ another subcontractor mutually agreed upon by the Parties.
2. The Contractor shall manage, supervise, coordinate, and be solely responsible for the work of its Subcontractors, including: performance and sequencing of work by Subcontractors; acts, omissions or defects related to or arising from work by Subcontractors; managing communication between the Contractor and a Subcontractor or the Subcontractor and the Owner; and ensuring that the Subcontractor obtains and maintains all necessary permits, licences, inspection certificates, and insurance for the work it is performing.

3. The Contractor will be as fully responsible to the Owner for acts and omissions of Subcontractors and of persons directly or indirectly employed by them as for the acts and omissions of persons directly employed by the Contractor. Any work to be performed by a Subcontractor shall not in any way relieve or discharge the Contractor from its obligations under this Contract.
4. The Contractor shall require each Subcontractor to agree to be bound by and ensure compliance with the terms of the Contract, to the extent applicable to the portion of the Work performed by the Subcontractor and ensure the Subcontractor complies with the applicable terms of the Contract, including: safety and site regulations or procedures.
5. The Contractor shall discharge the Contractor's lawful obligations to Subcontractors and shall satisfy any Subcontractor claims against the Contractor, including: salaries, wages, employee benefits, payroll withholdings, and other accounts as and when due. If the Contractor fails to satisfy such claims, payment under this Contract may be subject to Yukon's Contract and Procurement Regulation O.I.C. 2013/19 (as amended).
6. Where the Contract Documents identify work to be performed by other contractors or the Owner's own forces, the Contractor shall fully cooperate with the other contractors or the Owner's own forces, and coordinate and schedule the Work in harmony with the work of other contractors and the Owner's own forces.

GC 5.0 CHANGES TO THE WORK

1. Without invalidating this Contract, Changes to the Contract or Work may be made through a change order or change directive subject to and in accordance with the terms of this Contract.
2. No Change will be made without a change order or change directive, and any change order or change directive must be made in writing. All change orders must be agreed to and signed by both Parties.
3. Despite any other term in this Contract, the Contractor shall not be entitled to a Change, any extension of time to perform the Work, or payment for any additional costs or expenses without a change order or change directive that is issued in accordance with this Contract.
4. When a Change is proposed or required by the Owner, upon request by the Owner, the Contractor shall promptly and no later than 10 calendar days, present, in a form and with content acceptable to the Owner: a method of adjustment for the change and any adjustments to the Contract Price, construction schedule, or date for Total Completion, if any, for the proposed Change. The maximum amount for overhead and profit in any proposed adjustment to the Contract Price shall not exceed 10% of the actual cost of the Change. Where the Owner and Contractor agree to the proposed changes, such changes will be valid and effective when recorded in writing as a change order and duly signed by both Parties.
5. The Owner, may, at any time, issue a change directive to the Contractor directing the Contractor to proceed with a Change, including: any addition, deletion, alteration, variation, acceleration, substitution, or cancellation of all or part of the Work. The Contractor will promptly proceed with such Change, and the valuation, determination of costs, and adjustments to the Contract Price, construction schedule, or date for Total Completion (if any) will be made as soon as reasonably possible after the implementation of the Change in the same manner as a change order would be

processed and issued under this Contract. If the Owner and the Contractor do not agree on the valuation, determination of costs, or adjustments to the Contract Price, construction schedule, or date for Total Completion arising from a change directive, the matter shall be resolved pursuant to GC 16.0 – Dispute Resolution.

6. If the Contractor discovers conditions at the Site that are substantially different from those indicated in the Contract Documents or a reasonable assumption of fact based thereon, including:
 - a. toxic or hazardous substances; or
 - b. subsurface, soil related, or otherwise concealed physical conditions, then the Contractor shall take all reasonable steps, including stopping the Work if necessary, to ensure that no person or property is harmed or damaged by such conditions, and shall promptly, but no later than 24 hours from the date the actual conditions described above were first observed or encountered, give Notice to the Owner of such conditions before they are disturbed so that the Owner may investigate such conditions and assess and mitigate the conditions and any impact on the Work.
7. The Contractor shall give Notice to the Owner of any claim related to the Contract, Work or Contract Price, including: any additional costs, delays, or change in conditions referenced under GC 6.6, no later than 5 calendar days from the commencement of the event or series of events giving rise to the claim, whichever is the earlier. Such Notice shall include: a full, organized, and detailed account of the amount claimed, the grounds upon which the claim is based, a description of the portions of the Work affected, all steps taken or available to reasonably mitigate the claim or its impact, and any supporting information, documentation, or materials requested by the Owner as may be reasonably necessary to support the claim.
8. Despite any other term in this Contract, if the Contractor fails to provide clear and sufficient Notice of a claim in accordance with the terms and timeframe specified under GC 6.7, then no entitlement nor payment shall be made to the Contractor for any additional expense, cost, or any loss, damages, or compensation incurred or sustained by the Contractor for any reason related to or arising from the claim.

GC 6.0 COMPLETION OF THE WORK

1. The Contractor shall make written application to the Owner for a notice of Total Completion at any time after it believes it has achieved Total Completion.
2. Prior to a notice for Total Completion being issued or approved, the Contractor shall organize, complete, and submit to the Owner all of the following, in a form and with content acceptable to the Owner, acting reasonably,
 - a. proof of all required inspections and certifications as specified in the Contract Documents or as required by law in relation to the Work or Products;
 - b. sufficient evidence or confirmation that all remaining Work and deficiencies under this Contract or listed by the Owner have been rectified or completed in accordance with the Contract and to the Owner's reasonable satisfaction;
 - c. sufficient evidence or confirmation of clean up at the Site in accordance with the Contract;

- d. a written statement or statutory declaration from the Contractor that all claims for payment for Work done under this Contract, including: any claims from Subcontractors or any other outstanding claims have been paid by the Contractor; and
 - e. any other information, documentation, or materials that are reasonably required by the Owner or by any Party on behalf of the Owner to rightfully and properly make use of the Work.
3. Upon receipt of a written application from the Contractor for a certificate for Total Completion, and subject to receipt of and sufficiency of the submissions under GC 7.2, the Owner will review the Work within 20 calendar days and notify the Contractor of either approval or the reasons for disapproval of the application for a certificate of Total Completion, and so on, until such time as the Owner determines that Total Completion has been achieved.
 4. When the Owner, acting reasonably, determines that Total Completion has been achieved, the Owner will issue a notice of Total Completion to the Contractor stating the date of Total Completion, and certify for payment the amounts due to the Contractor under this Contract, less any amount still retained for any applicable warranty holdback, amounts in dispute, or any amount set-off or withheld in accordance with the Contract. For greater certainty, the Owner's written approval in no way relieves the Contractor from correcting deficiencies or latent defects in the Work not readily apparent at the time of such approval.
 5. Prior to final payment under the Contract, the Contractor shall provide and be responsible for securing, transferring, and assigning to the Owner, all applicable warranties and guarantees related to the Work as may be available from Subcontractors, Product manufacturers and suppliers. The Contractor shall promptly deliver to the Owner the originals of such warranties and guarantees.

GC 7.0 WARRANTY

1. The warranty period under the Contract for the Work is one year from the date on the certificate for Total Completion, unless otherwise agreed to in writing by both Parties.
2. Upon Notice from the Owner, the Contractor shall, in consultation with the Owner, fully, promptly, and diligently correct any defects or faulty work which may appear prior to and during the warranty period, at the Contractor's sole expense, including: all reasonable costs for inspection, examination, testing and re-testing of the Work, reasonable costs arising from or related to any delay in correcting such defects or faulty work, making good other contractors' work destroyed or damaged arising from or related to the correction of the defects or faulty work, and removing or replacing adjacent affected Work, Products and materials and completely restoring such Work, Products and materials to their original finish or state.
3. Upon Notice to the Contractor, the Owner may, carry out, or have other contractors carry out work required under GC 8.0 - Warranty, at the Contractor's cost, if:
 - a. Contractor fails to fully or diligently correct the defects or faulty work within the reasonable timeframe provided by the Owner, unless the nature of the Defect is such that it cannot be corrected within such time and the Owner, acting reasonably, agrees to an extension of such time; or

- b. the nature of the defects or faulty work is such that it substantially affects the Owner's operations or use of the Work; creates a risk to the health or safety of any person on or adjacent to the Site; risk of damage to the Work, the environment, or any property; or creates undue financial burden on the Owner.
- c. If the Owner carries out or has Other Contractors carry out work under GC 8.3, the Contractor still remains responsible for such work, the defects or faulty work, and any other Work.
- d. When defects or faulty work have not been properly corrected by the Contractor within the warranty period, then the warranty period and this Contract shall be reasonably extended, at no additional cost to the Owner, so as to end at such time when such defects and faulty work are fully corrected.

GC 8.0 CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION

1. The Town of Kirkland Lake may at any time, make public information related to this project. Information may be released in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended. Any Proponent proprietary or confidential information contained in the proposal, Contract Documents or other documentation related to the Work should be clearly identified. The Town will maintain confidentiality on such information unless ordered to release the information by the Information and Privacy Commission or a court.
2. For greater certainty, GC 9.1 to 9.5 shall survive the expiry or termination of the Contract.

GC 9.0 CONSTRUCTION SAFETY

1. The Contractor's attention is drawn to the provisions of the Occupational Health & Safety Act 2010. The Contractor acknowledges and agrees to fully undertake and assume all of the responsibilities and duties of the "constructor" and "prime contractor" as defined under the OHS Act related to the Work, Project, and Site, including filing any notices or other documents necessary to comply with the OHS Act or other applicable health and safety legislation.
2. Certificates of good standing from the Workplace Safety & Insurance Board will be required before commencement of work and before final payment is made.
3. The Contractor must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the Corporation of the Town of Kirkland Lake under the Workers Compensation Act.
4. The Contractor, Sub-Contractors and all employees shall accept, read and sign a copy of the Corporation's Health & Safety Policy for Contractors prior to commencement of any work.
5. The Contractor shall be solely responsible for initiating, implementing, managing, supervising, maintaining, and complying with all health and safety at the Site and for compliance with the rules, regulations and practices required by the Occupational Health and Safety Act and its regulations (as amended) ("OHS Act"), and any other applicable health and safety legislation and shall, without limitation, be responsible for:
 - a. ensuring compliance with all rules, practices, and requirements of the OHS Act and any other health and safety laws related to the Work, Project, and Site, and that all supervisors, workers of all

- employers, every employer including Subcontractors, Other Contractors, utilities, inspectors, and all persons working at or attending the Site comply with all health and safety laws;
- b. developing and submitting to the Owner, a well-organized, detailed, and comprehensive hazards assessment and health and safety plan or program that meets all health and safety laws with respect to the Work, Project, and Site and addresses the safety of the Owner, Subcontractors, Other Contractors, and all persons who may be performing the Work, or on the Site or adjacent to the Site (the "Health and Safety Plan"), and ensuring compliance with the Health and Safety Plan, and that all supervisors, workers of all employers, every employer including Subcontractors, Other Contractors, utilities, inspectors, and all persons working at or attending the Site comply with the Health and Safety Plan; and
 - c. carrying out all proper health and safety measures and procedures related to the Work, Project, or Site.
6. If the Contractor fails to comply with its obligations and responsibilities described under this Contract, the Owner may require the Contractor to take any remedial measures which the Owner deems necessary to ensure that all applicable requirements of this Contract or laws are being met, including: exercising the rights and remedies under GC 15.0 – Termination. For greater certainty, the Owner's right to take remedial measures or the exercise of such right, does not, in any way, relieve the Contractor of its obligations under this Contract, including its obligations as the "constructor" or "prime contractor" with respect to the Work, Project, or Site
 7. The Contractor shall promptly provide Notice with full details and statements of witnesses (if any) to the Owner of all accidents, injuries, or safety issues of any sort arising out of or in connection with the performance of the Work, Project, or Site (whether on or adjacent to the Site). If death or serious injuries or damages occur during the performance of the Work, Project, or on Site, the Contractor shall immediately, but no later than 24 hours from when the accident occurred, report the accident to the Owner by telephone or in person in addition to any reporting required under the OSHA or other applicable laws.
 8. Prior to commencing the Work and for the duration of the Work or Contract, the Contractor shall, upon request by the Owner, provide sufficient evidence of compliance with the OSHA and other applicable health and safety laws.

GC 10.0 INSURANCE

1. Unless otherwise explicitly stated in the Contract, and without restricting any obligations or liabilities under the Contract, the Contractor, shall, at its own cost, obtain and maintain in full force and at all times during the performance of the Work and this Contract, the following insurance with coverage and minimum policy limits as specified below, in forms and with insurers reasonably acceptable to the Owner:
 - a. Commercial General Liability Insurance with a limit not less than \$5,000,000.00 (aggregate \$10,000,000), which includes coverage for Bodily Injury; including Death and Property Loss or Damage for any one occurrence or series of occurrences arising out of one event;

- b. Automobile Liability Insurance with a limit not less than \$2,000,000 in accordance with all applicable legislation, covering all vehicles owned, operated, or licensed in the name of the Contractor used in the performance of the Work.
- c. Commercial Excess and Umbrella form with a limit not less than \$4,000,000 per occurrence.
2. The Contractor shall include the Owner as an additional insured party on its Commercial General Liability Insurance.
3. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.
4. In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect prompt and expeditious resolution of the claim and payment of the proceeds for any insurance under this Contract.
5. The Contractor shall submit sufficient proof of any insurance policy described under this Contract to the Owner upon signing of this Contract. Upon request by the Owner or in the event of a claim, the Contractor shall provide a certified true copy signed by the insurer or its authorized agent of any insurance policy described under this Contract.
6. The Contractor shall immediately notify the Owner of any material change in, cancellation or lapse of, or expiration of coverage in the insurance described under this Contract. If any insurance required by this Contract is not provided, lapses, is cancelled, becomes void or is materially altered for any reason, the Owner may, at its discretion, require the Contractor, at the Contractor's sole risk and expense, to stop all Work contemplated by this Contract until satisfactory evidence of insurance is produced, or exercise any of the rights and remedies under GC 15.0 – Termination or Suspension.
7. Prior to any final authorization for a change order or change to the Contract and commencing any work thereto, the Contractor shall notify its insurer issuing insurance to the Contractor of any a change order or change to the Contract that may affect a claim or coverage under any insurance described under this Contract, and shall ensure that the change order or change to the Contract is approved by the insurer and that any insurance coverage is adjusted accordingly, commensurate with the change, and maintained until completion of the Work and fulfillment of the Contract. Upon request by the Owner, the Contractor shall provide to the Owner sufficient proof and confirmation from the insurer of such adjustment and approval or that such approval is not required.

GC 11.0 INDEMNIFICATION

1. The Contractor shall defend, indemnify and save harmless The Corporation of the Town of Kirkland Lake, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of

them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

2. The Contractor agrees to defend, indemnify and save The Corporation of the Town of Kirkland Lake from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract.
3. For greater certainty, the term "Contractor" for the purposes of this indemnity clause includes the Contractor and its officers, employees, Subcontractors, agents, and successors or assigns. For greater certainty, GC 13.1 shall survive the expiry or termination of this Contract.

GC 12.0 TERMINATION OR SUSPENSION

1. If the Contractor neglects to properly perform the Work or its obligations under the Contract or breaches a term of this Contract, then the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor Notice that it is in default under the Contract.
2. Upon Notice of default by the Owner, the Contractor will promptly remedy the default within 5 calendar days immediately following such Notice or within such other time period as may subsequently be agreed to in writing by the Parties.
3. If the Contractor fails to rectify any default in accordance with the terms of this Contract or within the timeframe provided under GC 15.2, then the Owner may by Notice to the Contractor and without prejudice to any other right or remedy the Owner may have, exercise any or all of the following rights:
 - a. terminate the Contractor's right to continue with the Work (in whole or in part) and have other contractors complete such Work;
 - b. correct the default and deduct the cost thereof from any payment due to the Contractor;
 - c. terminate this Contract; or
 - d. take such other action or remedy as the Owner deems appropriate in the circumstances, or is available under this Contract, in law or in equity.
4. Upon 5 calendar days prior Notice, the Owner may suspend the Work or terminate the Contract for its convenience at any time and without cause. In the event of suspension or termination pursuant to this GC, the Owner shall pay to the Contractor all reasonable or proper amounts due to the Contractor directly attributable to complying with the Notice of suspension, or all reasonable or proper amounts due to the Contractor as the Parties reasonably determine has been earned up to the date of Notice of termination, together with sufficient documentation reasonably satisfactory to the Owner detailing all reasonable costs incurred by the Contractor due to such suspension or termination. Any disputes in relation to such costs shall be resolved in accordance with GC 16.0 – Dispute Resolution.
5. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or

termination, and upon request by the Owner provide the Owner with any Records, information or documents related to the Work.

The Contractor shall arrange for protection of the Work as directed by the Owner and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.

6. For greater certainty, the Contractor's obligation under this Contract as to quality, correction, or rectification of defects or faulty work, and warranty of the Work performed by the Contractor up to the date of termination or suspension shall survive and continue in full force after any suspension, termination of this Contract, or termination of the right to continue with the Work (in whole or in part).

GC 13.0 DISPUTE RESOLUTION

1. In the case of a dispute related to or arising from the Contract, Work, or Project, upon Notice from either Party, the Parties shall resolve the dispute as follows:
 - a. make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner;
 - b. should negotiation not resolve the dispute within 30 calendar days from receipt of such Notice, either Party may refer the unresolved dispute to the courts or, upon mutual agreement by the Parties, to any other form of dispute resolution, including mediation arbitration; and
 - c. any endeavor to resolve disputes arising out of the Contract, Work, or Project by negotiation or other means of dispute resolution, including mediation or arbitration, will be conducted on a confidential basis and upon rules mutually agreed upon by the Parties. The Parties shall equally bear the costs of any dispute resolution process, including mediation or arbitration.

GC 14.0 GENERAL

1. The Contractor is an independent contractor, and for greater certainty, nothing in this Contract shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties. All personnel engaged by the Contractor to perform the Work are at all times the employees or subcontractors of the Contractor and not of the Owner.
2. The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any term under this Contract or any right or obligation of the Contractor under this Contract.
3. No action or failure to act by a Party shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically and explicitly agreed to in writing by a Party.
4. Each provision of this Contract will be valid and enforceable to the fullest extent permitted by law. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract. If any

such provision of this Contract is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability, or illegality and to restore this Contract as nearly as possible to its original intent and effect.

5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may, at its discretion, set off any liability arising from the Contractor to the Owner under this Contract.
6. The Contractor represents and warrants that no bribe, gift, benefit, inducement, threat, or misrepresentation has been nor shall be paid, given, promised, offered, or made directly or indirectly to any official or employee of the Town of Kirkland Lake or to a member of the family of such a person, with a view to influencing the award, performance, or administration of the Contract, or outcome of a dispute arising under the Contract.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the terms therein.
8. This Contract shall be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.
9. This Contract will be deemed to have been made in and will be governed, interpreted and enforced by the laws of the Province of Ontario without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit to the exclusive jurisdiction of the courts in Ontario.
10. Time is of the essence in this Contract.

DEFINITIONS AND INTERPRETATION

1.0 Definitions

The following definitions shall apply to the Contract:

Business Day(s) means a day that is not a Saturday, Sunday or statutory holiday in Ontario;

Change means any change to the Work or any change to the terms of the Contract, including: any addition, deletion, alteration, variation, substitution, or cancellation of all or part of the Work; changes to the Contract Price or amounts payable by the Owner in relation to the Work or Contract; changes to the construction schedule or any dates to complete the Work or parts thereof, or any addition, deletion, alteration, or substitution to the terms of the Contract;

Contractor means the person or legal entity engaged by the Owner and identified as such in the Contract, and includes the Contractor's authorized representative agreed to by the Owner in writing. The Contractor is the "Prime Contractor," and of this Contract and has primary responsibility for the safety of all the workers and the equipment;

Contract means the undertaking by the Parties to perform their respective duties, responsibilities and obligations as described in the Contract and includes the Contract Documents and any schedules, attachments, changes or amendments thereto;

Contract Documents means those documents as described under Article 4.0 – Contract Documents and any amendments thereto; **Contract Price** means the amount stipulated in Article 3.0 which is inclusive of any and all direct and indirect costs and expenses related to or arising from the performance of the Work or Contract, including costs and expenses for the following: labour, Subcontractors, Products, equipment, or any other materials used in the performance of the Work; shipping, handling, delivery, and storage; goods and services; fuel; repair and maintenance costs; escalation costs; scheduling; supervision, management, administration and overhead; mark-up and profit; insurance and bonding/security; costs for certifications or specialized knowledge or expertise; testing and commissioning; costs related to access to, nature, condition, and location of the Work or Site; existing structures, temporary structures, and the surrounding environment; soil or subsurface conditions; the quantities and nature of the Work; mobilization and demobilization; travel and accommodation; supervision; creating, managing, and complying with all regulatory, environmental, and health and safety requirements, plans, or programs; all applicable tariffs, duties and taxes; complying with all applicable laws, including: permits, licenses and other regulatory approvals required for the performance of the Work; and all other costs, expenses, risks, contingencies, or other circumstances which may be required or reasonably implied in the Contract or from the performance of the Work;

Construction Equipment means all tools, materials, machinery and equipment, either operated or not operated, that are required for preparing, fabricating, constructing, conveying, erecting, or otherwise performing the Work, but are not incorporated into the Work;

Drawings means the graphic and pictorial portions of the Contract, wherever located and whenever issued, that show the design, location and dimensions of the Work, including: plans, elevations, sections, measurements, details, diagrams, and illustrations;

Notice means a written notice or any written communication between the Parties, to be transmitted in accordance with the terms of Article 5.0 - Notices;

Owner means the person or legal entity identified as such in the Agreement, and includes the Owner's authorized agent or representative as designated to the Contractor in writing;

Product(s) means any supplies, material, machinery, equipment, and fixtures incorporated into the Work, but does not include Construction Equipment;

Project means the total endeavour contemplated by the Owner, and includes the Work and work by other contractors, which may form part or the whole of the project;

Records means any works, information, data (including field data and metadata), reports, documents, manuals, plans, Drawings (including, but not limited to shop drawings and drawings), as built documents, sketches, designs, specifications, diagrams, tender calls, certificates, illustrations, photos, videos, graphics, schedules, charts, inspection reports, permits, test results, maintenance manuals, warranty documents, meeting notes, correspondence, or other materials that are, directly or indirectly, received by, maintained, or produced by the Contractor, its employees and Subcontractors in connection with or arising from the Work, Contract, or Project, whether in electronic or written format;

Site means the designated site or location of the Project identified in the Contract Documents;

Specifications means those portions of the Contract Documents, wherever located and whenever issued, consisting of the written requirements, terms, and standards for Products, Construction Equipment, systems, workmanship, quality, services, or any other equipment, material or thing to be done in relation to the Work or performance thereof, and includes the specifications as described under Schedule B: Specifications, Drawings and Other Documents;

Subcontractor means any person or entity of any tier engaged or contracted by or through the Contractor to perform any part of the Work or Contract, including supplying: any Products or materials for the Work, equipment or Construction Equipment for the Work, or any other work or services related to the Work or Contract;

Work means everything to be done, supplied, or performed by or through the Contractor under the Contract, including: any ancillary work or services related to, arising from, or reasonably assumed from the work under the Contract; any work that is related to or arises under any warranty as specified in the Contract; and any work or services by: Subcontractors or the Contractor's officers, employees, consultants, representatives, agents, successors or assigns;

Total Completion means all of the following have been completed: the Work is fully completed in accordance with the terms of the Contract and is ready for use or is being used for the purposes intended, and is so certified in writing by the Owner or its agent;

2.0 Interpretation

This Contract shall be interpreted in accordance with the following provisions:

- References in the Contract Documents to laws, regulations, and codes are considered to be references to the latest published version;

- References in the Contract Documents to the singular will be considered to include the plural as the context requires;

If there is a conflict within the terms of the Contract Documents, the terms establishing the higher quality, manner or method of performing the Work, using the more stringent standards, will prevail, with the intent that the provisions which produce the higher quality with the higher levels of safety, reliability durability, performance and service will prevail;

No term of this Contract will be construed against or interpreted to the disadvantage of the Owner because the Owner has drafted the provision; and “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

**SCHEDULE A: Alex MacIntyre and Associates Ltd. Proposal dated
August 31, 2021**

SCHEDULE B: RFP565-21 37 Duncan Avenue North Demolition



ALEX MACINTYRE & ASSOCIATES LIMITED

MINING CONTRACTORS

FAX 705- 567- 4925

P .O. BOX 517

PHONE 705- 567 –3266



KIRKLAND LAKE, ONTARIO

P2N 3J5

RFP-565-21

Demolition Service – 37 Duncan Avenue North

August 31, 2021

We are pleased to provide the Town of Kirkland Lake with the following proposal for the RFP in question.

We are a mining contracting based company with a surface construction division servicing the Kirkland Lake and area. We have worked for the Town of Kirkland Lake numerous times, examples but not limited to – building demolition/site clean up, snow haul, equipment rentals, ditching etc. This has allowed us to create and well-established relationship with the town and its employees.

Very little information was provided in Addendum 2 with the statement regarding the basement. To stay competitive, we have left this portion out as quantity of material required for backfill could not be verified. We feel that this would be best dealt with on a unit rate basis.

Any insurance coverages that would be considered outside of the Company's General Liability, Auto or Commercial Excess Umbrella that would need to be added (if any) would be considered extra, if attainable.

Yours Truly,

Joshua Dufresne

BID FORM

We Alex MacIntyre & Associates Ltd.
(Company Name)

Of 1390 Government Road West
(Business Address)

Having examined the documents to this proposal, hereby offer to enter into a contract to perform all the work required by the proposal documents for a fixed price of ninety one thousand nine hundred and ten .25 Dollars (\$ 91,910.25) in Canadian Funds, which price does not include HST. All prices given shall be effective at least sixty (60) days from date of closing of call for proposal.

The Town of Kirkland Lake reserves the right to accept any proposal submitted in whole or in part or to reject any or all Proposals or to award the work in one or more contracts and to waive any irregularities.

(Please use this form for your submission)

DECLARATIONS

We hereby declare that:

- a) We agree to perform the work in compliance with the required completion schedule in the proposal documents.
- b) No person, firm, or corporation other than the undersigned has any interest in this Proposal or in the proposed Contract for which this tender is made;
- c) This Proposal is open to acceptance for a period of sixty (60) days from the proposal closing date.

SIGNATURES: *(Please Print or Type)*

Signed, sealed, and submitted for and on behalf of:

Company Name: Alex MacIntyre & Associates Ltd.

Address: 1390 Government Road West

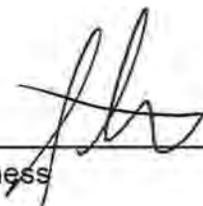
Postal Code: P2N 3P4

Apply SEAL:


Signature

Name: Joshua Dufresne

Title: Contract Manager


Witness

Date: at 2:04 pm this 30 day of August, 2021.

(Please use this form for your submission)

SEPARATE PRICES

Project Title and Location: RFP 565-21

Bid Submitted By: Alex MacIntyre & Associates Ltd.

The following are our Separate Prices for the work listed hereunder, stated as an addition (+) or a deduction (-) to our Stipulated Price.

It is understood that the following conditions apply to Separate Prices:

1. Separate Prices are NOT included in the Base Bid.
2. The amount to be added or deleted from the base bid price entered in Bid Form is entered for each Separate Price requested.
3. Separate Prices are open for acceptance by the Town for the same period of time as the base bid price.
4. Each Separate Price will be evaluated by the Town separately from the base bid price, prior to contract award.
5. The Town may accept any of the Separate Prices in any order or combination, including all or none.
6. The Work of the contract and the Contract Price at which the contract will be awarded will reflect the Separate Prices, if any, accepted by the Town at the time of contract award.

	Description of Separate Work	Addition (\$)	Reduction (\$)
a.	Dumping of waste material off of Archer Drive		\$31,688.25
b.			
c.			
d.			

(Please use this form for your submission)

WORK SCHEDULE

We confirm that the Work will commence on or before _____ 2021, and Substantial Performance shall be achieved on or before _____ 2021.

We confirm that we will complete the Work in accordance with the following milestones:

Milestone 1 Completion Date: Project Completion - October 15, 2021

Milestone 2 Completion Date: _____

Milestone 3 Completion Date: _____

Milestone 4 Completion Date: _____

(Please use this form for your submission)

BUSINESS QUALIFICATIONS

1. Proponent - Primary Contractor (Project Manager):

Name: Alex MacIntyre & Associates Ltd.

Address: 1390 Government Road West

Years in business relative to service being provided on this project: 35

Office location from which this project will be managed: 1390 Government Road West

Please note possession of any license or registration pertinent to this project. _____

2. The following are the sub-contractors we propose to use for the Divisions or Sections of Work listed hereunder.

Scope of Work	Sub-Contractor
Removal of steel from building	Premier Recycling

(Please use this form for your submission)

REFERENCES

Identify previous demolition projects in which the Prime Contractor and Subcontractor(s) listed above have worked together. If not so, note. Provide a general description of all joint projects, and the name and telephone number of project reference(s). In the absence of any projects completed together, please give a history of projects of this nature completed by Prime Contractor and sub-contractors. Please note, possession of any license or registration pertinent to this project.

Contact Name: Town of Kirkland Lake

Job Title: _____

Organization: _____

Phone Number: _____

Email Address: _____

Description of Work Performed: Demolished and removed various buildings in the area.

Contact Name: Nick Smith

Job Title: Construction Superintendent

Organization: Kirkland Lake Gold

Phone Number: 705-567-5208

Email Address: nsmith@kl.gold

Description of Work Performed: Demolition of various type buildings in the area.

Contact Name: _____

Job Title: _____

Organization: _____

Phone Number: _____

Email Address: _____

Description of Work Performed: _____

(Please use this form for your submission)

CONFLICT OF INTEREST DECLARATION

Please check appropriate response:

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

List Situations:

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

Firm Name: Alex MacIntyre & Associates Ltd.

Bidder's Authorization Official: James McDougall

Title: Operations Manager



Signature

Aug 30 2021

Date

(Please use this form for your submission)

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Firm Name: Alex MacIntyre & Associates Ltd.

Bidder's Authorization Official: James McDougall

Title: Operations Manager



Signature

Aug 30 2021

Date

(Please use this form for your submission)

PRODUCER
TREHAN & ASSOCIATES INSURANCE
BROKERS LIMITED.
 2780 Skymark Ave, Unit # 9
 Mississauga, Ontario L4W 5A7
 Canada

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANYA	Chubb Insurance Company of Canada
COMPANY B	
COMPANY C	

Name and Address of Insured:
 Alex MacIntyre & Associates Ltd.
 1390 Government Road West,
 P.O.Box 517
 Kirkland Lake, Ontario
 P2N 3J5

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Non-Owned Automobile	37113438	08/30/2021	06/01/2022	GENERAL AGGREGATE	\$10,000,000
					PRODUCTS-COMP/OP AGG	\$ 1,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					PROPERTY DAMAGE AND BODILY INJURY DEDUCTIBLE	\$ 10,000
					EMPLOYERS LIABILITY	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS Physical Damage	37113440	08/30/2021	06/01/2022	COMBINED SINGLE LIMIT	\$2,000,000
					BODILY INJURY (PER PERSON)	Included
					BODILY INJURY (PER ACCIDENT)	Included
					PROPERTY DAMAGE	
A	COMMERCIAL EXCESS AND UMBRELLA FORM <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	37113439	08/30/2021	06/01/2022	EACH OCCURRENCE	\$ 4,000,000
					AGGREGATE	\$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	N/A	N/A	N/A	WC STATUTORY LIMITS	
					EL EACH ACCIDENT	
					EL DISEASE - POLICY LIMIT	
					EL DISEASE - EA EMPLOYEE	

OPERATIONS: Mining Contractor
 It is understood and agreed that Town of Kirkland Lake is added as Additional Insured, but only with respect to liability arising out of the operations of the Named Insured

CERTIFICATE HOLDER **CANCELLATION**

Town of Kirkland Lake.
 3 Kirkland Street
 Postal Bag 1757
 Kirkland Lake, Ontario P2N 3P4

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE -
Smita Khatri
 Trehan & Associates Insurance Brokers Limited



Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.

Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj- mmm-aaaa)
ALEX MACINTYRE & ASSOCIATES LIMITED	PO BOX517 1390 GOVERNMENT RD W, KIRKLAND LAKE, ON, P2N3J5, CA	238910: Site preparation contractors 213119: Other support activities for mining 213117: Contract drilling (except oil and gas) 484232: Dry bulk materials trucking, long distance	A0000HNOE2	20-Aug-2021 to 19-Nov-2021

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified. Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca



Town of Kirkland Lake

**Building Demolition: 37 Duncan
Avenue North**

Request for Proposal

RFP Number: 565-21- RFP

The Corporation of the Town of Kirkland Lake:

P.O. Box 1757, 3 Kirkland Street Kirkland Lake, Ontario P2N 3P4

Closing Date and Time: 2PM August 31st, 2021

EXECUTIVE SUMMARY

1. The Corporation of the Town of Kirkland Lake ("The Town") seeks proposals from qualified contractors to provide the Building Demolition Work set out in Schedule "A" – Work Requirements ("the Work").
2. The purpose of this Request for Proposals ("RFP") process is to select a qualified contractor to enter into a Work Agreement with The Town for the performance of the Work.
3. The civic address of the site is 37 Duncan Avenue North, Kirkland Lake. The building is in an advanced state of disrepair and considered high risk. Both municipal and provincial orders have been served on the building, prohibiting entry. A demolition plan is attached.
4. Questions concerning the demolition shall be addressed to Courtney Nylund, Building Inspector and Property Standards Officer.
5. Proposal submissions are due August 31st, 2021.
6. Work must be completed by October 15th, 2021.
7. The selected Proponent will agree to enter into a Work Agreement with the Town of Kirkland Lake to do all of the Work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction and to provide, furnish, deliver, place, erect and or demolish and dispose of all materials mentioned and described or implied therein, as described, in strict accordance with the RFP and Work Agreement specifications and in exchange the selected Proponent accepts full payment of the sums as specified in the Work Agreement.
8. This RFP is not a tender and is not subject to the laws of competitive bidding, unless otherwise directed and approved by the municipal Council of the Town of Kirkland Lake ("Council"). No bid contract or agreement is created by the submission of a proposal. This RFP does not create any legal obligations between The Town and any Proponent.
9. The Town retains the right to select any Proponent whose quote is not the lowest cost to the Town, and to reject any and all proposals (including, for greater clarity, the lowest cost proposal).

RFP INSTRUCTIONS

RFP DOCUMENTS

The following documents are attached to and form part of this RFP:

Schedule "A" – Work Requirements

Schedule "B" – Proposal Content Requirements

Schedule "C" – Work Agreement Mandatory Requirements

Schedule "D" - Definitions and Terms

Attachment #1– Demolition Plan (S01)

Attachment #2- Addendum 01

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

ANTICIPATED SCHEDULE OF EVENTS

The following is the anticipated schedule of events related to this RFP. These dates are provided as target dates only and may be changed at any time by The Town in its sole discretion:

- a) RFP Released: August 6, 2021
- b) Date for Proponent to confirm attendance at Proponent meeting: August 13, 2021
- c) Proponent Meeting: August 16 and August 18, 2021.
- d) Inquiries respecting RFP: on or before August 20, 2021
- e) Closing Date: August 31, 2021
- f) Tentative Evaluation: Within 2 weeks following the Closing Date

The Town requires completion of the work no later than October 15, 2021.

INQUIRIES

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

Courtney Nylund
Building Inspector & Property Standards Officer
Corporation of the Town of Kirkland Lake
1 Dunfield Rd., Kirkland Lake, ON P2N 3P4
T: 705-567-9365 ext. 327
F: 705-567-9400
Courtney.Nylund@tkl.ca

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

The Town may circulate its response to any inquiries to all Proponents, along with the original inquiry, and may post such response and original inquiry on media or may choose not to reply to any inquiry.

All inquiries should be received by on or before August 20, 2021.

Proponents should refrain from contacting other employees, agents, or members of the Council of The Town in respect of this RFP process. Any information received from such sources is invalid, and may, at The Town's sole discretion, result in result in disqualification.

PROPONENT MEETING

The Town will hold two site visits, one on August 16, 2021 and the second one on August 18, 2021. Proponents who register for the site meeting can only attend their registered visit.

Location: 37 Duncan Avenue North, Kirkland Lake, Ontario

Only prime contractors will be required to attend the site meeting. Sub-contractors do not have to attend, but they are welcome. Only Bidders who attend the site meeting and sign the sign-in sheet will be considered during the awarding process.

Due to the concerns over the COVID-19 outbreak, Proponents will be asked to register for the proposed site meeting before August 13, 2021 with the following information: Name of representative(s), company name, and date attending. If necessary, The Town will provide available time slots to the registered Proponents on the preferred date to avoid larger gatherings as per Timiskaming Health Unit recommendations.

The Building Inspector & Property Standards Officer and municipal Health and Safety Coordinator will be available to answer all relevant questions during the site meeting.

PROPOSAL SUBMISSION INSTRUCTIONS

Proponents shall submit three (3) hard copies of their proposal (including one unbound copy for photocopying) in a sealed envelope indicating the RFP title, Closing Date and Proponent's name to the following address:

Corporation of the Town of Kirkland Lake
P.O. Box 1757, 3 Kirkland Street
Kirkland Lake, Ontario,
P2N 3P4
Attention: Miss Meagan Elliott, Clerk
RE: RFP TITLE: DEMOLITION

Proposals must be received at the above noted address no later than **2:00 P.M. August 31, 2021**. Proposals received after this time will be returned un-opened. Faxed and emailed submissions will not be accepted. Proposals must be completed in ink or printed.

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

Proposals and accompanying documentation provided to The Town in response to this RFP will not be returned.

Qualified or conditional bids will not be accepted. Bids not properly signed and dated will not be accepted.

Submission of a proposal does not obligate The Town to accept any proposal or to proceed further with any of the Work. Consideration of any proposal shall be in The Town's sole discretion.

A public opening of the Proposals will take place on August 31, 2021 at 3:00 pm. at the Municipal Office located at 3 Kirkland Street, Kirkland Lake, Ontario.

EVALUATION PROCESS

Proposals submitted in response to this RFP shall remain valid for a period of 60 days from the submission deadline.

In assessing proposals, The Town will take into consideration the following evaluation criteria, presented below (not in order of importance):

- a) qualifications, experience, and capacity of the Proponent to provide and successfully complete the services required by The Town as well as any optional services offered by the Proponent, in a timely, safe, efficient and quality manner;
- b) Proponent's overall fee proposal;
- c) the completeness of a Proponent's proposal;
- d) restrictions or conditions proposed by the Proponent to the Work Agreement that the Proponent is prepared to accept;
- a) clarifications and/or additional information that may be supplied pursuant to requests from The Town or during the evaluation process;
- e) interviews and/or reference checks that may be conducted at The Town's discretion;
- f) previous experience of The Town in working with the Proponent;
- g) information received from any source that The Town considers reliable; and
- h) such other criteria as The Town considers relevant.

The Town expects to select the Proponent that provides the best overall value, as determined by The Town in its sole discretion, having regard to the evaluation criteria referred to above.

RIGHTS OF THE TOWN OF KIRKLAND LAKE

In addition to any other rights (expressed or implied) the Town of Kirkland Lake may, in its sole discretion, at any time and for any reason:

- a) modify or vary any aspect of this RFP at any time before the time for submission of proposals or upon re-issuance of the RFP, should that be done;
- b) extend the deadline for submission of proposals at any time before or after the time for submission of proposals;

- c) allow any Proponent submitting a proposal to modify or vary any aspect of its proposal at any time prior to the deadline for submission of proposals;
- d) discuss the terms of a proposal submitted by a Proponent with that Proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that proposal;
- e) short-list Proponents and conduct interviews with short-listed Proponents at its sole discretion;
- f) waive formalities and accept any proposal that substantially meets the intent of the RFP, and which complies with the Town's Purchasing Bylaw;
- g) accept any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
- h) verify or seek clarification from the Proponent, third party or reference of any and all information provided pursuant to this RFP and provide Proponents with an opportunity to correct any defects, informalities or irregularities in their proposal;
- i) consider, during the evaluation of proposals and /or adjust a Proponent's scoring and/or reject a Proponent's proposal on the basis of:
 - i. a financial analysis;
 - ii. information provided by references;
 - iii. the Proponent's past performance on previous contracts awarded by the Town of Kirkland Lake;
 - iv. whether the Proponent or any affiliate, principal of or entity associated with the Proponent is presently or has ever been involved in litigation or threatened litigation against the Town of Kirkland Lake;
 - v. or any other information deemed relevant by the Town arises during the RFP process.
- j) disqualify any Proponent whose actions or proposal violates the terms and conditions stated within this RFP, or whose proposal contains misrepresentations or any other inaccurate or misleading information or qualifications;
- k) negotiate any and all aspects of any proposal and the provisions of the Work Agreement (including, without limitation, those provisions relating to fees and/or Scope of Work, and Work agreement terms) with any one or more Proponents at any time in its sole discretion, after the selection and evaluation process;

- l) if a single proposal is received, reject the proposal of the sole Proponent and cancel this RFP or enter into direct negotiations with the sole Proponent;
- m) select any Proponent whose quote is not the lowest cost to the Town;
- n) reject any and all proposals (including, for greater clarity, the lowest cost proposal);
- o) cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including:
 - i. issuing a new request for proposals or other procurement document based on the same or changed specifications, scope of work, or other requirements;
 - ii. entering into sole source negotiations with any one or more of the Proponents or any other person; or
 - iii. cancelling the procurement in its entirety.
- p) The Town of Kirkland Lake will not be held responsible for costs incurred by Proponents in preparing their proposals, attending any meetings or interviews with The Town, making any presentations in connection with their proposals, or otherwise incurred in connection with this RFP process including third party costs, claims, direct or indirect damages caused by the Town exercising its rights reserved in this section or otherwise expressed or implied in this RFP.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The Proponents acknowledge that the Town of Kirkland Lake may rely upon the criteria it deems relevant, even though such criteria may not have been disclosed to the Proponents. By submitting a proposal, the Proponent acknowledges the Town of Kirkland Lake's rights under this Section and absolutely waives any right or cause of action against the Town or its agents arising in any way from or relating to this RFP process, whether such right arises at law, equity, in contract, negligence or otherwise.

AWARD OF PROJECT TO SUCCESSFUL PROPONENT AND NOTIFICATION TO UNSUCCESSFUL PROPONENTS

The Town of Kirkland Lake will endeavour to select a Proponent within two weeks of the Submission Deadline. Written notification will be provided to the successful Proponents. Unsuccessful Proponents may request a debriefing interview to obtain feedback on their proposal after receiving this notification. By virtue of participating in this RFP process, Proponents agree that the selection of the successful Proponent by the Town of Kirkland Lake is final and binding, and at the sole discretion of the Town.

The successful Proponent will be required to enter into an agreement for the Work. The agreement will include provisions requiring the Proponent to not exceed the prescribed project scope or fee upset limit without the prior written consent of the Town. The agreement will also contain provisions requiring the Proponent to comply with all applicable laws in Ontario and Canada in carrying out the project. The agreement will also contain a number of mandatory requirements pertaining to, but not limited to, insurance coverage, indemnification and hold harmless clauses, WSIB coverage, AODA compliance, freedom of information requests, etc. **See Schedule C.**

FAILURE TO COMPLY WITH TERMS OF AGREEMENT

- a) If the successful Proponent does not execute the Agreement, or fails to comply with conditions of award within 15 business days of approval of the recommended agreement by Council, the Town will have sole discretion to withdraw its offer to the Proponent, and the Town will incur no liability to the Proponent for taking such action.
- a) Failure to comply with all terms, specifications, requirements, conditions and general provisions of this Proposal, to the satisfaction of the Town, shall be just cause for the cancellation of the Agreement award. The Town shall then have the right to award this Agreement to any other Proponent or to re-issue the Proposal. The Town shall assess against the defaulting Proponent any damages whatsoever as a result of failure to comply.
- b) The Town reserves the right to remove from its list of Proponents, for a period of 3 years, the name of any Proponent who fails to execute an Agreement or purchase order or for unsatisfactory performance.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

The Town of Kirkland Lake may at any time, make public information related to this RFP, including but not limited to:

- a) A description of the goods or services procured;
- b) The name and address of the procuring entity;
- c) The name and address of the successful supplier;
- d) Evaluation results;
- e) The value of the successful Bid;
- f) The date of award.

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

SCHEDULE A - WORK REQUIREMENTS

SCOPE OF WORK

The Town of Kirkland Lake seeks qualified contractor(s) to remove, demolish and salvage the building identified as 37 Duncan Avenue North, Kirkland Lake.

The demolition plan and addendum 01 and shall be followed to its entirety unless specified in writing by Town's Contracted Professional Engineer. The addendum shall take precedence over the general notes in the demolition plan for items #4, #10, #11.

Should there be instructions contained in the Demolition Plan that contradict the instructions in this RFP, the onus is on the Contractor to raise this issue with the Building Inspector and secure directions in writing.

A Risk Assessment shall be prepared by the selected Proponent and shall be shared with the Corporation upon submission. The successful Proponent must adhere to the Assessment throughout the course of the demolition.

The Contractor shall:

- a) Conduct the demolition of the building at 37 Duncan Avenue North and ensure cleanup of all building structure materials, exterior concrete blocks, and metal beams within or attached to the building.
- b) Backfill all excavations and voids in subgrade created by demolition and removal activities with select Pit Run Granular fill mixed with approved Granular B Type 1 compacted to 95% standard proctor maximum dry density (SPDD)
- c) Add a minimum of 150mm of quarried granular A topper material to cover the building footprint and shall also be compacted to 95% standard proctor dry density (SPDD).
- d) Ensure that any and all material as part of this contract (unless specified in the exclusions section below) is removed from the site for reuse, recycling, or be disposed of in an appropriate manner. The successful Contractor will have salvage rights of all materials of value on the site. The Contractor shall provide preliminary evaluation of salvable material and indicate how it will be reflected in the bid pricing.
- e) Effectively keep the work site and adjoin road damp through the application of water with such frequency as will satisfactorily alleviate all dust and possible asbestos within the building. The Contractor must describe all asbestos abatement and control measures (as set out in Ontario Regulation 278/05) that will be taken

in the proposal. The Town shall assess conditions during the demolition and provide accessory control as deems necessary at its expense.

- f) Leave the property graded, level, and tidy condition to the satisfaction of the Corporation.

It is the Contractor's responsibility to provide Notice of Project and Demolition to the Ministry of Labour and any other relevant authorities.

Exclusion from the Scope of work:

- No work is required outside the building footprint.
- Only material from the building shall be used for salvage purposes.
- No person(s) are to enter the building at any time before or during the course of the demolition.

GENERAL INSTRUCTIONS

The Contractor and Sub-contractors shall comply with all applicable laws and regulations of Federal, Provincial, and Municipal authorities concerning construction safety.

The Contractor shall provide, and shall ensure that the sub-contractors provide safe working conditions, including proper sanitation for all their respective employees. The program shall adequately respond to the requirements of applicable laws, ordinances, rules, regulations, orders, and general construction practices for safety. The Contractor and the sub-contractors shall comply with the Occupational Health and Safety Requirements (O.H. & S.). The Proponent shall be considered the "Constructor" under the terms and conditions of this Act.

The Contractor shall adhere to the Town's Contractor Health and Safety Policy.

The Contractor shall take all necessary precautions to eliminate all hazards and make periodic inspections to ensure proper preventative measures are adhered to by all personnel working on the site. The Contractor shall comply with Provincial and Municipal fire safety requirements during the period of construction and any other regulations pertaining to fire protection during construction work.

The Contractor shall ensure that during the Work, pollution and environmental control of construction activities is exercised as required by authorities having jurisdiction.

The Contractor shall maintain the site and the Work in tidy condition, free from the accumulation of waste products and debris at all times and shall promptly remove from

the property all products, waste products, materials, and debris dropped or deposited in the performance of the Work, to the complete satisfaction of the Town.

CONTRACTOR AND SUBCONTRACTORS

The Contractor is the “Prime Contractor,” and of this Contract and has primary responsibility for the safety of all the workers and the equipment. A representative from the Prime Contractor must be onsite for the full duration of the project.

The Contractor shall not assign the Contract, either in whole or in part, without the prior written consent of the Town.

The Contractor may subcontract part of the Work, in accordance with the Contract Documents and any limitations specified therein. The Contractor shall notify the Building Inspector and Property Standards Officer in writing in 10 Days prior to the start of construction of the intention to subcontract. Such notification shall identify the part of the Work, and the Subcontractor to whom it is directed. The Building Inspector and Property Standards Officer shall, within 5 Days of receipt of such notification, accept or reject the intended Subcontractor. The rejection shall be in writing and shall include the reasons for the rejection.

The Contractor shall not, without the written consent of the Town, change a Subcontractor who has been engaged in accordance with this subsection.

CHANGES IN WORK COMMISSIONED

The Town may, by order in writing, commission a Change in the Work, and/ or Extra Work without invalidating the Contract. The Contractor shall not be required to proceed with requested changes or alterations until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.

HOURS OF WORK

The Contractor shall carry out the work during normal working hours, Monday to Friday (sunrise to sunset). The Contractor shall clearly indicate in their proposal if they intend to work on weekends, including the specific dates.

EQUIPMENT MATERIALS AND WORKMANSHIP

The Contractor's equipment, materials, tools and workmanship shall comply with all applicable current codes, standards, regulations and statutes pertaining to the services. Equipment must be in good mechanical repair and not require excessive maintenance or

create excessive down time that jeopardizes the Contractor's ability to provide the services agreed to.

All Work shall be performed by skilled, qualified, and experienced trades personnel. All workmanship and materials will be subject at any time to the inspection and approval of the Town.

TRAFFIC CONTROL

The Contractor shall conduct operations with minimum interference to adjacent public or private roadways, adjacent park space, sidewalks, and access facilities and keep such areas free of materials, debris, and equipment at all times.

The Contractor shall not close or obstruct streets, sidewalks, lanes, or alleys before obtaining permission in writing from the Town.

If road closures are necessary, a plan shall be provided to The Town with at least one day notice. The Plan shall comply with MTO Book 7.

Securing written permission to access private land, should the need occur, is the responsibility of the Contractor.

NOISE ABATEMENT

The Contractor shall comply with the requirements of municipal bylaws regarding noise abatement and take all necessary steps to ensure the generation and transmission of noise and vibration due to the work is kept to a minimum. Any such noise or vibration which is found to be objectionable shall be corrected by the responsible party to the satisfaction of the Town.

ASBESTOS

The Contractor must provide an asbestos abatement and control plan, to be reviewed by municipal and provincial authorities (Ontario Regulation 278/05).

UTILITIES

The Contractor is responsible for coordinating all service and utility locates and arranging disconnection of all utility services, piping, sewer systems, telephone and electrical services and capping at property line. The Contractor shall be responsible for the cost of disconnecting and capping all services and utilities at the property line.

SAFETY

The Contractor is responsible for public safety within and abutting the Work site.

The Contractor must submit a plan detailing the specific safety measures/plan to be used in this project to protect personnel, public, structures and infrastructure. The plan must reflect the information provided in this RFP regarding the target site restrictions and safety issues. The proposed safety plan is subject to review and/or approval by municipal and provincial officials.

The Contractor will supply and install all signs, signals, overnight fencing, and barricades to ensure the safety and accommodation of the public. The Contractor will be responsible for properly barricading and maintaining the work site. These security features will remain in effect on a 24/7 basis until the property is properly graded, level and tidy.

Weekly progress meetings will be held between the Contractor and Town staff on site.

SCHEDULE B – PROPOSAL CONTENT REQUIREMENTS

COMPANY DETAIL

Proponents will provide a brief description of their company, including any qualifications that may be considered relevant.

RELATED EXPERIENCE/REFERENCES

Proponents must provide a description of a Proponent's experience in performing similar work, including three (3) references of work performed for municipalities in the previous five (5) years, and appropriate contact information for references. *See attached form.*

CAPACITY

Proponents will demonstrate that they have sufficient resources available to meet the service requirements of the Town in a timely and efficient manner. Proponents will provide a profile of the staffing resources that will be utilized on the project, specifying each person's role and responsibilities. Proponents will identify and provide a brief description of any sub-contractors that will be engaged to perform the work or any portion thereof. *See attached form.*

LIABILITY INSURANCE

Proponents must note the insurance clauses referenced in **Schedule C – Work Agreement Mandatory Requirements**. As part of their Proposal, Proponents must attach certificates of insurance demonstrating that they possess the coverage noted in Schedule C.

SCHEDULE

The Work is expected to be completed no later than October 15, 2021. Proponents will provide a schedule for the performance of the Work. *See attached form.*

FEE PROPOSAL

Proponents shall complete the attached Bid Form that sets out the price for the service proposed. Prices are to be in Canadian Dollars, and shall remain firm for a period of 60 days from the date of Proposal closing time.

The Town is interested in considering any other related services Proponents may have available that will provide additional value to the Town. Provide a description of any such services and a pricing proposal. *See attached form*

CONFLICT OF INTEREST

Proponents submitting RFP's for this project shall disclose any perceived, actual or potential conflict of interest between their firm and its management, and the Corporation of the Town of Kirkland Lake, its members of Council and management, and the nature of such conflict of interest prior to submission of the proposal and in such circumstances, shall obtain the approval of the Town to submit a proposal. Conflict of Interest could include, but is not limited to, any situation or circumstance where:

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

If a Proponent has no such conflict of interest, a statement to that effect should be included in its proposal. Town of Kirkland Lake employees are ineligible to participate, directly or indirectly, with any Proponent. *See attached forms*

CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS

Proponents are expected to keep confidential all documents, data, information and other materials of The Town which are provided to or obtained or accessed by a Proponent in relation to this RFP, other than documents which The Town places in the public domain. Proponents are expected not to make any public announcements or news releases regarding this RFP or the entering into a Work Agreement pursuant to this RFP, without the prior written approval of The Town.

SIGNED PROPOSALS

Proposals must be signed by the person(s) authorized on behalf of the Proponent or firm and binds the Proponent to terms in RFP response.

BID FORM

We _____
(Company Name)

Of _____
(Business Address)

Having examined the documents to this proposal, hereby offer to enter into a contract to perform all the work required by the proposal documents for a fixed price of _____ Dollars (\$ _____) in Canadian Funds, which price does not include HST. All prices given shall be effective at least sixty (60) days from date of closing of call for proposal.

The Town of Kirkland Lake reserves the right to accept any proposal submitted in whole or in part or to reject any or all Proposals or to award the work in one or more contracts and to waive any irregularities.

(Please use this form for your submission)

DECLARATIONS

We hereby declare that:

- a) We agree to perform the work in compliance with the required completion schedule in the proposal documents.
- b) No person, firm, or corporation other than the undersigned has any interest in this Proposal or in the proposed Contract for which this tender is made;
- c) This Proposal is open to acceptance for a period of sixty (60) days from the proposal closing date.

SIGNATURES: *(Please Print or Type)*

Signed, sealed, and submitted for and on behalf of:

Company Name: _____

Address: _____

Postal Code: _____

Apply SEAL:

Signature

Witness

Name: _____

Title: _____

Date: at _____ this _____ day of _____, 2021.

(Please use this form for your submission)

SEPARATE PRICES

Project Title and Location: _____

Bid Submitted By: _____

The following are our Separate Prices for the work listed hereunder, stated as an addition (+) or a deduction (-) to our Stipulated Price.

It is understood that the following conditions apply to Separate Prices:

1. Separate Prices are NOT included in the Base Bid.
2. The amount to be added or deleted from the base bid price entered in Bid Form is entered for each Separate Price requested.
3. Separate Prices are open for acceptance by the Town for the same period of time as the base bid price.
4. Each Separate Price will be evaluated by the Town separately from the base bid price, prior to contract award.
5. The Town may accept any of the Separate Prices in any order or combination, including all or none.
6. The Work of the contract and the Contract Price at which the contract will be awarded will reflect the Separate Prices, if any, accepted by the Town at the time of contract award.

	Description of Separate Work	Addition (\$)	Reduction (\$)
a.			
b.			
c.			
d.			

(Please use this form for your submission)

WORK SCHEDULE

We confirm that the Work will commence on or before _____ 2021, and Substantial Performance shall be achieved on or before _____ 2021.

We confirm that we will complete the Work in accordance with the following milestones:

Milestone 1 Completion Date: _____

Milestone 2 Completion Date: _____

Milestone 3 Completion Date: _____

Milestone 4 Completion Date: _____

(Please use this form for your submission)

BUSINESS QUALIFICATIONS

1. Proponent - Primary Contractor (Project Manager):

Name: _____

Address: _____

Years in business relative to service being provided on this project: _____

Office location from which this project will be managed: _____

Please note possession of any license or registration pertinent to this project. _____

2. The following are the sub-contractors we propose to use for the Divisions or Sections of Work listed hereunder.

Scope of Work	Sub-Contractor

(Please use this form for your submission)

REFERENCES

Identify previous demolition projects in which the Prime Contractor and Subcontractor(s) listed above have worked together. If not so, note. Provide a general description of all joint projects, and the name and telephone number of project reference(s). In the absence of any projects completed together, please give a history of projects of this nature completed by Prime Contractor and sub-contractors. Please note, possession of any license or registration pertinent to this project.

Contact Name: _____

Job Title: _____

Organization: _____

Phone Number: _____

Email Address: _____

Description of Work Performed: _____

Contact Name: _____

Job Title: _____

Organization: _____

Phone Number: _____

Email Address: _____

Description of Work Performed: _____

Contact Name: _____

Job Title: _____

Organization: _____

Phone Number: _____

Email Address: _____

Description of Work Performed: _____

(Please use this form for your submission)

CONFLICT OF INTEREST DECLARATION

Please check appropriate response:

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

List Situations:

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

Firm Name: _____

Bidder's Authorization Official: _____

Title: _____

Signature

Date

(Please use this form for your submission)

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Firm Name: _____

Bidder's Authorization Official: _____

Title: _____

Signature

Date

(Please use this form for your submission)

SCHEDULE C – WORK AGREEMENT MANDATORY REQUIREMENTS

The following requirements will form part of the Work Agreement with the Town. The successful Proponent (henceforth referred to as the Contractor) **must** meet the following requirements:

a) Indemnification and Hold Harmless Clause:

The Contractor shall defend, indemnify and save harmless The Corporation of the Town of Kirkland Lake, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

The Contractor agrees to defend, indemnify and save The Corporation of the Town of Kirkland Lake from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract.

b) Commercial General Liability Insurance:

The Contractor shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to The Town and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- i. A limit of liability of not less than \$5 million per occurrence with an aggregate of not less than \$10 million.

- ii. Add The Corporation of the Town of Kirkland Lake as an additional insured with respect to the operations of the Named Insured.
- iii. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- iv. Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- v. Products and completed operations coverage
- vi. Broad Form Property Damage
- vii. Contractual Liability
- viii. Contingent Employers Liability
- ix. Firefighting Expenses
- x. Elevator and Hoist Liability
- xi. Attached Machinery – while loading & unloading
- xii. Work performed on Behalf of the Named Insured by Sub-Contractors
- xiii. The policy shall provide 30 days prior notice of cancellation

c) Asbestos Abatement / Environmental Impairment Liability Insurance:

Contractor, or Subcontractor when applicable, shall provide Asbestos Abatement/ Environmental Impairment Liability insurance with limits of no less than \$2 million per occurrence. Such insurance shall include all operations associated with hazardous materials removal. If the policy is written on claims made basis, the Contractor shall provide The Town with proof of renewal for the next 5 years. Should the Contractor cancel the policy, within that time period, the Contractor must provide The Town with 60 days' notice of cancellation. The Town may require the Contractor to purchase an Extended Reporting Endorsement at the Contractor's sole expense.

Asbestos abatement coverage may alternatively be provided under the General Liability insurance as specified provided the policy is specifically endorsed to provide this coverage and the limit of liability is in an amount not less than \$2 million inclusive per occurrence. A copy of the endorsement or a letter from the insurer verifying coverage is to accompany the Certificate of Insurance.

d) Crane Operators / Hook Liability:

If booms or cranes are involved in moving any materials or installing equipment (HVAC), the Contractor will require Hook or Crane Operators Liability. The limit for this coverage should equal the cost of the most expensive piece to be moved or installed.

e) Professional Liability Insurance:

The Contractor shall take out and keep in force Professional Liability insurance in the amount of \$2 million providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Corporation of the Town of Kirkland Lake. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year, upon demand by The Town. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Corporation of the Town of Kirkland Lake has the right to request that an Extended Reporting Endorsement be purchased by the Contractor at the Contractor's sole expense.

f) Primary Coverage:

The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

g) Certificate of Insurance:

The Contractor shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

h) Workplace Safety and Insurance Board (WSIB):

Contractor and subcontractors must be registered with the WSIB and obtain a clearance certificate prior to commencing any work. A copy of the required clearance certificate must be attached to the Contractor's submission. Failure to do so may result in non-award of the Agreement.

i) Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement:

Contractors shall certify that they are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, they are able to provide written proof that all employees have been trained as required under the Act.

j) Occupational Health and Safety Requirements (O.H. & S.):

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

SCHEDULE D - DEFINITIONS AND TERMS

Addendum - means a written order issued from the Town that clarifies, changes the Scope or specifications of the Work/ Commodity prior to commencement and during the solicitation process.

Agreement - A negotiated and usually legally enforceable understanding between two or more legally competent parties. An agreement typically documents in writing the give-and-take of a negotiated settlement.

A.O.D.A. – Accessibility for Ontarians with Disabilities Act. 2005

Approval Authority – means the authority delegated by the Town to a person designated to occupy a position to approve on its behalf one or more procurement functions within the plan-to-pay cycle up to specified dollar limits subject to applicable legislation, regulations and procedures in effect at such time.

Award - means the notification to a Proponent of acceptance of a Proposal, Proposal or Quotation that brings contract into existence.

Bid – means a Proposal, Quotation or Quotation submitted in response to a solicitation from a providing authority. A Bid covers the response to any of the three principal methods of soliciting Bids, i.e., Request for Proposal, Request for Quotation and Request for Quotation.

Bid Document – a Quotation, Proposal, Quotation or other document that states the Town's desire to procure and Proponent's offer to provide to the Town the goods or services defined in the specifications or Scope of Work.

Bid Price - a price offered for a good or service by a potential Buyer or a price offered by a potential Provider to perform/ provide a specific job or commodity.

Bid Protest – means the dispute raised against the methods employed or decisions made by a contracting authority in the administration of a Proposal, Quotation or Quotation process.

Budget - means an amount approved by Council for operating expenses or capital projects.

Certificate of Insurance - means a certified document issued by an insurance company licensed to operate by the Province of Ontario, certifying that the Bidder, Respondent or Proponent is insured in accordance with the Town's requirements.

Change Order - means a written order issued from the Town that changes the Scope or specifications of the Work.

Corporation – The Corporation of the Town of Kirkland Lake

Competitive Procurement – means a set of procedures for developing a procurement contract through a Bidding or Proposal process. The intent is to solicit fair, impartial, competitive Bids.

Conflict of Interest – means a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. An apparent conflict of interest is one in which a reasonable person would think that the professional's judgment is likely to be compromised.

Contract - means an obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. It is essential to the creation of a contract that the parties intend that their agreement shall have legal consequences and be legally enforceable.

Contractor – taken to mean the Proponent that was selected to complete the Work.

Contract Documents - means the Request for Bid document (RFP, RFQ, RFT), any addenda, the Contract as issued by the Town and the successful Proponent's submission.

Evaluation Criteria - means a benchmark, standard or yardstick against which accomplishment, conformance, performance and suitability of an individual, alternative, activity, product or plan is measured to select the best supplier through a competitive process. Criteria may be qualitative or quantitative in nature.

Goods and / or Services - set out in the Bid document, including goods, services or equipment, where applicable, and defined in the specifications or Scope of work.

L.S. – means Lump Sum

Material Safety Data Sheets (MSDS) - means Material Safety Data Sheets that must be submitted by the successful Bidder/Proponent/ Vendor for all hazardous materials, including an index of chemical compounds, with details of properties, handling details, precautions and first-aid procedures.

O. H. & S. A. – means Occupational Health & Safety Act. 2010

Provider / Vendor / Contractor - means a person or Company that submits a Bid.

Rate - the monetary remuneration requested as compensation for all equipment, labour, apparatus, operating costs including permits, and insurance, operation required for the successful completion of requirements specified.

Request for Quotation (RFQ) - means a written submission and offer, received from a Bidder in response to a public invitation to provide goods and/or services based on an approved Quotation format of the Corporation, and containing terms and conditions.

Specifications – detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods or Services requested in the Bid Document.

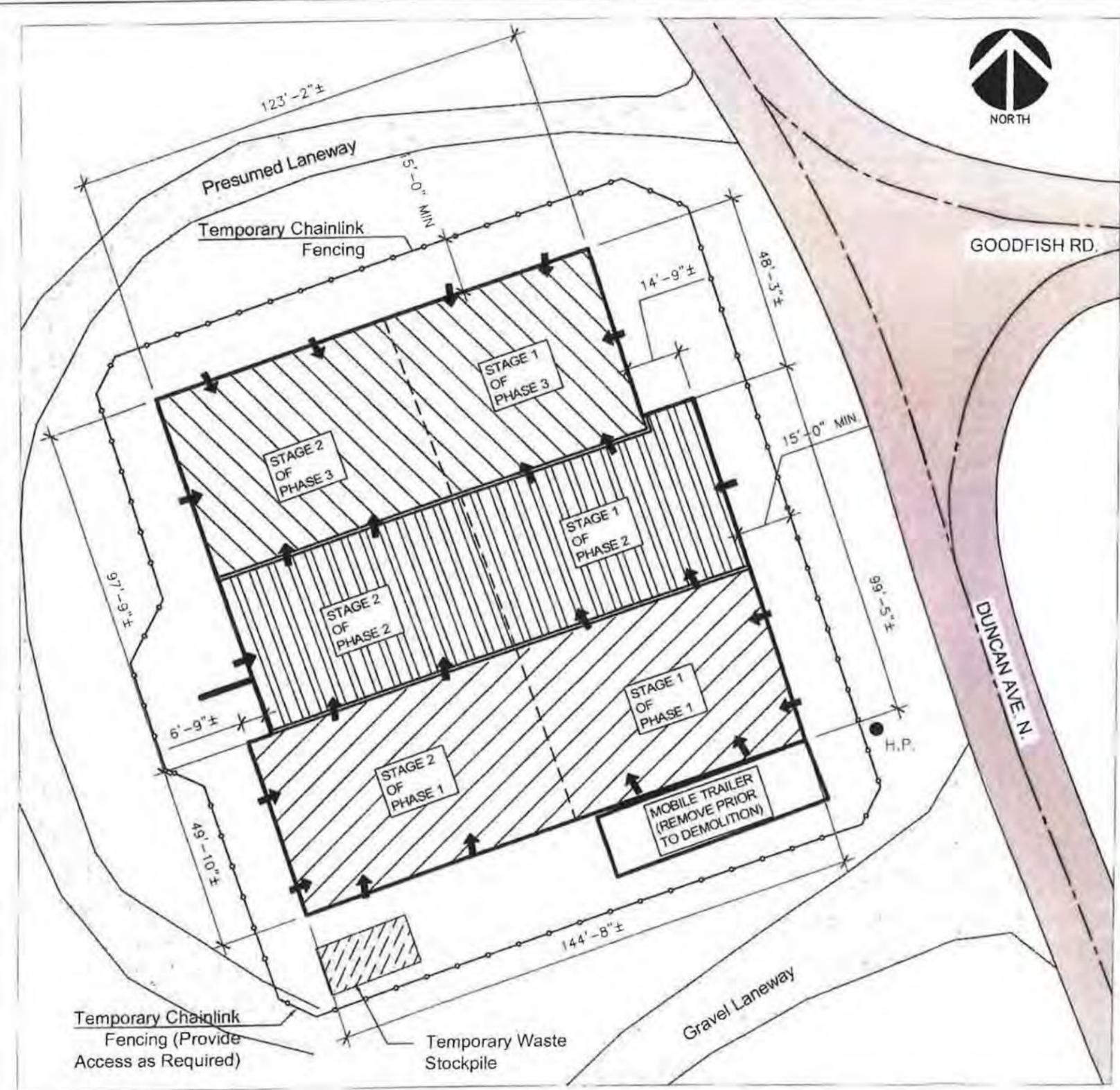
Submission - means information submitted by a Proponent in response to this Request.

Successful Proponent / Bidder / Vendor / Contractor - means the person, partnership or corporation, (e.g., a Contractor/Consultant/Vendor) and any employee, agent, representative or officer, or sub-contractor/supplier/sub-consultant thereof, that has been successful in the award of a Request for Bids/ Proposal and thereby agrees to supply the goods and/or services under the terms of the Request and is undertaking the Work as identified in the Agreement.

WHMIS - means Workplace Hazardous Materials Information System.

Work / Project - means the goods and/or services supplied by the successful Proponent pursuant to the Contract, and includes all labour, materials, equipment, and any other items, which are required to execute the Contract.

W.S.I.B. – means Workplace Safety and Insurance Board



37 Duncan Avenue Building - Demolition Plan

Scale: 1/32"=1'-0"

GENERAL NOTES

1. PERFORM ALL WORK IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT AND ALL FEDERAL, PROVINCIAL AND MUNICIPAL CODES, BY-LAWS, REGULATIONS AND STANDARDS.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT ANY INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.
3. CONDUCT LOCATES ON ALL UNDERGROUND AND ABOVE GROUND UTILITIES AND SERVICES PRIOR TO DEMOLITION.
4. DISCONNECT, CAP AND/OR REMOVE ALL UTILITY SERVICES FOR GAS, UNDERGROUND SERVICES, PIPING, SEWER SYSTEMS, TELEPHONE AND ELECTRICAL SERVICES AND CAP AT THE PROPERTY LINE.
5. COORDINATE ALL PERMITS, FEES, INSPECTIONS, AND APPROVALS AS REQUIRED BY THE TOWNSHIP AND OTHER AUTHORITIES AT NO ADDITIONAL COST TO THE OWNER.
6. PROVIDE TEMPORARY SECURITY FENCING, CONSTRUCTION BARRIERS, SIGNAGE, FLAGMEN, TRAFFIC CONTROL AND OTHER PROTECTION AROUND THE PERIMETER OF THE DEMOLITION SITES AS NECESSARY TO PROTECT THE WORKERS AND THE PUBLIC. LOCATIONS OF BARRIERS TO BE APPROVED BY THE OWNER.
7. NECESSARY PRECAUTIONS MUST BE TAKEN TO REMOVE ANY AND ALL ASBESTOS AND OTHER DESIGNATED SUBSTANCES AND HAZARDOUS MATERIALS DURING DEMOLITION.
8. CONDUCT A DEMOLITION QUALITY CONTROL PROGRAM AND REDUCE-REUSE-RECYCLE (3RS) WASTE MANAGEMENT ACTIVITIES. COMMENCE INTERIOR AND EXTERIOR STRIPPING AND SALVAGING OF INTERIOR BUILDING FINISHES AND MISCELLANEOUS ITEMS AND EQUIPMENT FOR ASSET RECOVERY.
9. DEWATER, SUPPORT AND PROTECT ALL EXCAVATIONS. PROVIDE AND MAINTAIN SEDIMENT AND EROSION CONTROL MEASURES TO MAINTAIN ENVIRONMENTAL PROTECTION OF SITE.
10. BACKFILL ALL EXCAVATIONS AND VOIDS IN SUBGRADE CREATED BY DEMOLITION AND REMOVAL ACTIVITIES WITH SELECT PIT RUN GRANULAR FILL MIXED WITH APPROVED CRUSHED CONCRETE MATERIALS COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY (S.P.D.D.).
11. RESTORE DEMOLISHED BUILDING AREA WITH MINIMUM 150mm (6") THICK TOPSOIL AND HYDROSEED.

LEGEND

-  APPROXIMATE LOCATION OF BUILDINGS TO BE DEMOLISHED
-  H.P. HYDRO/UTILITY POLE TO BE PROTECTED U.N.O.
-  PERIMETER FENCING
-  FELLING DIRECTION
-  PAVED ROAD
-  GRAVEL ROAD



SHABA TESTING SERVICES LTD.
77 Government Road East,
Kirkland Lake, Ontario P2N 1A4
Phone #: 705-567-4187



CLIENT:
Town of Kirkland Lake

PROJECT:
COMMERCIAL BUILDING
DEMOLITION

ISSUED FOR - REVISION:

NO.	DATE	DESCRIPTION

DATE: 01/15/2020	DATE: 01/15/2020
PROJECT: 37 Duncan Ave. North Kirkland Lake, Ontario	
SCALE: 1/32" = 1'-0"	
DESIGNER: J.S.	
CHECKED: L. Shaba	

DRAWING TITLE:
DEMOLITION PLAN

SHEET #:	REV. #:
S01	2

DISCLAIMER:
THIS DRAWING IS THE PROPERTY OF SHABA TESTING SERVICES LTD. AND SHALL BE USED ONLY FOR THE SPECIFIC PROJECT IDENTIFIED ON THE DRAWING. NO REVISION SHALL BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF SHABA TESTING SERVICES LTD. DRAWING IS NOT TO SCALE.



SHABA TESTING SERVICES LTD.

Addendum

No. 01

Project Name – 37 Duncan Avenue North-Demolition Plan

Our Reference File: STS 2020-0156

Date – July 27, 2021

Start

Make the following changes/Additions to the submitted drawing/s at the request of the client:

Title

Change from “37 Duncan Avenue Building Demolition: **To:** 37 Duncan Avenue North Building-Demolition Plan.

General Notes

Item #4. Change: All utility services for gas, underground services, piping, sewer systems, telephone and electrical services to the property line.

To: Disconnect and cap all utility services for gas, underground services, piping, sewer systems, telephone, and electrical services to the property line.

Item #10. Change: Backfill all excavations and voids in subgrade created by demolition and removal activities with select pit run compacted to 95% standard proctor maximum dry density (S.P.D.D).

To: Backfill all excavations and voids in subgrade created by demolition, and removal activities with select pit run Granular B Type 1 compacted to 95% standard proctor maximum dry density (S.P.D.D).

Item #11. Change: Restore demolished building area with minimum 150 mm (6”) thick topsoil and hydro seed **To:** Restore demolished building area with minimum 150 mm (6”) thick quarried Granular A.

These changes are effective and form an addendum #1 to the design drawing STS 2020-0156. The request for these changes, as stated by the client, is to be in alignment with the RFP.

End of Addendum #01

SEAL



Signature: _____

ADDENDUM #2

Request For Proposal RFP-565-21

For Kirkland Lake Demolition Service- 37 Duncan Avenue North

As derived from Proponent meeting held on Monday August 16th, 2021 at 37 Duncan Ave N, Kirkland Lake, ON

In attendance: 2:00pm

NAME	COMPANY
Courtney Nylund	Town of Kirkland Lake
Richard Charbonneau	Town of Kirkland Lake
Dan Beaupre	Town of Kirkland Lake
Eric Clarke	GFL Environmental Inc.
Josh Dufresne	Alex MacIntyre & Associates Ltd.
Roberto Levesque	Alex MacIntyre & Associates Ltd.

In attendance: 3:00pm

NAME	COMPANY
Courtney Nylund	Town of Kirkland Lake
Richard Charbonneau	Town of Kirkland Lake
Derek Lafrance	Demolition Plus

The meeting discussions followed the agenda as attached in appendix “a”. Any questions posed at the meeting are included below, along with the provided answers.

Meeting Questions/Clarifications

Questions posed:

Will all the debris be removed prior to demolition?

All debris and garbage outside of the building footprint will be there during the demolition. The fenced in area with the partially collapsed section is included as part of the building footprint and shall be removed with the rest of the building.

Will the orange trailer be there?

Trailer will be there, but successful proponent shall move trailer to a different location on property so it does not disturb the demolition.

Do you have to remove the slab within the building footprint?

The floor slab shall be removed completely within the building footprint.

Is there a potential for an extension on the closing date?

As of right now, the closing date is August 31, 2021 if extension for the completion date is proposed, it shall be indicated in proponents proposal.

Is the additional fencing supplied by the Town?

Successful proponent will be responsible for adding additional fencing around the perimeter of the building until the property is level to grade.

Will there be provided fire hydrant access?

Yes, access to the fire hydrant will be provided. The hydrant will be metered, and trucks cannot run over the hose to hydrant without proper measures in place.

Where is the property line?

The exact property lines are unknown; however, neighboring properties will be made aware of the demolition.

Where is the closest landfill?

1001 Kirkland Lake Dump Rd, Kirkland Lake, ON

Are all the utilities to the building shut off?

The utilities are most likely shut off, however it is up to the successful proponent to gather the locates and ensure service cut off.

Is a permit required?

No permit through the Town is required

Is there asbestos within the building?

Since no one is allowed in the building, no abatement could be completed by the Town. There is a strong possibility of asbestos within the building.

Can we use material recycled from the building for fill?

The town recommends putting in your proposal the intend to recycle material

Please acknowledge receipt of this addendum by signing below and returning copy of same by fax to

Courtney Nylund
Building Inspector/ Property Standards Officer
FAX # (705) 567-9400 or Courtney.nylund@gmail.com

I hereby acknowledge receipt of this addendum, understand and shall make allowances for the change.

SIGNED

PLEASE PRINT

COMPANY

Request for Proposal for Demolition Services-37 Duncan Ave North

Proponent Meeting

1. Introduction of staff
2. Request for proposal documents
 - Sign and complete all required forms
 - Inquiries or questions should be made with Courtney Nylund, no later than August 20th 2021. This will allow all proponents to receive a copy of the question and answer.
 - RFPs received are valid for 60 days
 - Closing date: August 31, 2021th at 2:00pm
3. Instructions and evaluation process
 - Proposals and costs will be presented to Town Council.
4. Health and Safety
 - The Town is unsure about the contents of the building. There is a high probability of materials such as oil, tanks, & gas being within footprint of the building.
5. Licensing and Permits
 - Successful proponent will be responsible for all required permitting and licensing.
6. Personnel
 - All personnel must complete the TKL Health and Safety orientation package for contractors
 - All personnel must be aware of the health and safety programs in place, including any and all emergency response plans
7. Meeting questions



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-075

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF MC L28300 TO 2740358 ONTARIO INC.

WHEREAS the Municipality passed By-law 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 09-064 was in force on the date of the sale or disposition of the property described as Mining Claim L28300;

AND WHEREAS the Municipality declared the property as surplus land on September 2, 2021;

AND WHEREAS the Municipality provided public notice of the Town's intent to sell or dispose of the property on September 3, 2021;

AND WHEREAS the Municipality received an offer to purchase land described as Mining Claim L28300;

AND WHEREAS the Municipality is desirous to retain the water rights for the Mining Claim;

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 land described as Mining Claim L28300, excluding the water rights to 2740358 for \$25,000, plus legal costs.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 21st DAY OF SEPTEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-076

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE SIX MAINTENANCE DIG AGREEMENTS WITH ENBRIDGE GAS INC.

WHEREAS Enbridge Gas Inc. will be completing work across the easement on Town of Kirkland Lake property;

AND WHEREAS Enbridge Gas Inc. requires access to the pipeline to undertake various maintenance activities;

AND WHEREAS in order to carry out these activities, Enbridge Gas Inc. requires temporary land rights above and beyond what is specified in the existing agreement;

AND WHEREAS Enbridge Gas Inc. has requested six Maintenance Dig Agreements with the Town of Kirkland Lake for work in 2021 and 2022;

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

1. **THAT** The Mayor and Clerk be and they are hereby authorized to execute six Maintenance Dig Agreements with Enbridge Gas Inc. for the temporary use of lands on property as outlined in the agreements, copies of which are attached as Schedule 'A'

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 21st DAY OF SEPTEMBER, 2021.

Pat Kiely, Mayor

Meagan Elliott, Clerk

MAINTENANCE DIG AGREEMENT

(hereinafter called the "Agreement")

BETWEEN **THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**
(hereinafter called the "Owner")

and

ENBRIDGE GAS INC.
(hereinafter called the "Company")

WHEREAS The Owner is the owner in fee simple of those lands and premises more particularly described as follows:

PIN: 61228-1707(LT)

Legal Description: PCL 8416 SEC CST; MINING CLAIM 16480 TECK N OF S LIMIT HWY 66 EXCEPT LT72715, SRO LT112346; S/T LT47204 TRANSFERRED BY LT82309; S/T LT121478, LT127572, LT271363; KIRKLAND LAKE; DISTRICT OF TIMISKAMING SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 54R5748 AS IN DT44956

PIN: 61402-0312(LT)

Legal Description: PCL 8418 SEC CST; FIRSTLY: PT MINING CLAIM L3674 TECK SRO NOT COVERED BY THE WATERS OF THE BLANCHE RIVER AS IN LT118074 RESERVING THE SRO ONLY ON AND OVER A STRIP OF LAND 66 FT IN PERPENDICULAR WIDTH ALONG THE SHORE OF THE BLANCHE RIVER; SECONDLY: PT MINING CLAIM L3637 TECK SRO NOT COVERED WITH THE WATERS OF THE BLANCHE RIVER AS IN LT118074 RESERVING THE SRO ONLY ON AND OVER A STRIP OF LAND 66 FT IN PERPENDICULAR WIDTH ALONG THE SHORE OF THE BLANCHE RIVER; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT121469, LT121470, LT271361, LT271362; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-0487(LT)

Legal Description: PCL 8421 SEC CST; FIRSTLY: MINING CLAIM L4266 TECK; SECONDLY: MINING CLAIM L3900 TECK SRO RESERVING SRO ONLY ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF THE BLANCHE RIVER; ALSO RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT121471, LT121472, LT271359; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-0476(LT)

Legal Description: PCL 1634 SEC CST; MINING CLAIM HR735 TECK EXCEPT LT122743 EXCEPT MINING RIGHTS AS IN DT7708; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT45859 TRANSFERRED BY LT82309; S/T LT273080; KIRKLAND LAKE; DISTRICT OF TIMISKAMING

as per the Owners Land's attached hereto as **APPENDIX 'A'**.

The Owner, or their predecessor in title, had previously granted an easement to the Company over a portion of the Lands, registered as Instrument Number LT121478, LT121469, LT121471, and LT273080, (hereinafter called the "Easement") for the purpose of, including but not limited to, the installation and ongoing maintenance of a natural gas pipeline (hereinafter called the "Pipeline");

The Company requires access to the Pipeline to undertake various maintenance activities and in order to carry out these activities requires temporary land rights in addition to the land rights set out in the Easement over the Lands;

The Owner has agreed to grant the Company these additional rights upon the following terms and conditions:

In consideration of the sum of **Two Thousand...XX/100 Dollars (\$2,000.00)** (hereinafter called the "Consideration") payable by the Company to the Owner within thirty (30) days of signing this Agreement, the Owner hereby grants to the Company its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a portion of the lands, more particularly shown on the sketch attached hereto as **APPENDIX 'B'** (hereinafter

called the "Land") and forming part of this Agreement, for any purpose incidental to, or that the Company may require in conjunction with, the maintenance activities of the Pipeline, and appurtenances on the Easement including, without limiting the generality of the foregoing, the right to make temporary openings in any fence, to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

The Owner and the Company agree as follows:

1. The rights hereby granted, terminate on the **31st day of December, 2021.**
2. The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted, more specifically attached hereto as **APPENDIX 'C'**.
3. As soon as reasonably possible after the construction, the Company at its own expense will level the said Land, remove all debris there from and in all respects, restore the Land to its former state so far as is reasonably possible, save and except for items in respect of which compensation is due under **APPENDIX 'C'**.
4. It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under this clause, to the extent to which such loss, damage or injury is caused or contributed to by the negligence or wilful misconduct of the Owner.
5. (a) The Company represents that it is registered for the purposes of the Harmonized Goods and Services Tax (hereinafter called "HST") in accordance with the applicable provisions in that regard and pursuant to the Excise Tax Act, (R.S.C., 1985, c. E-15), (hereinafter called "Excise Tax Act"), as amended.

(b) The Company shall undertake to self-assess the HST payable in respect of this transaction pursuant to subparagraphs 221(2) and 228(4) of the Excise Tax Act, and to remit and file a return in respect of HST owing as required under the said Act for the reporting period in which the HST in this transaction became payable.

(c) The Company shall indemnify and save harmless the Owner from and against any and all claims, liabilities, penalties, interest, costs and other legal expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by this Option. The Company's obligations under this Clause shall survive this Option.

Dated this _____ day of _____ 2021.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

ENBRIDGE GAS INC.

Signature (Company)

Derek Hewitt, Land Agent

I have authority to bind the Corporation.

519-436-4673

Telephone Number (Enbridge Gas Inc.)

Additional Information (if applicable):

Property Address:

HST Registration Number:

Site Specific Comments/Notes: 2021 Brushing and Geo-Tech

APPENDIX "A"

Owner's Lands

LAND REGISTRY OFFICE #54
Ontario ServiceOntario
 PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER
 PAGE 1 OF 1
 PREPARED FOR dhewitt
 ON 2021/03/19 AT 09:10:32

61228-1707 (LT)
 * CERTIFIED IN ACCORDANCE WITH THE LAND TILES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:
 PCL 8416 SEC CST; MINING CLAIM 16480 TECK N OF S LIMIT HWY 66 EXCEPT LT72715, SRO LT112346; S/T LT47204 TRANSFERRED BY LT62309; S/T LT121478, LT127572, LT271363; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER FT 1 54R5748 AS IN DT44956

PROPERTY REMARKS:
 CROWN GRANT SEE TFS65.

ESTATE/QUALIFIER:
 FEE SIMPLE ABSOLUTE
 OWNERS' NAMES
 THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

RECENTLY:
 FIRST CONVERSION FROM BOOK
 CAPACITY SHARE
 BENO

FIN CREATION DATE:
 2005/06/20

REG. NUM. DATE INSTRUMENT TYPE AMOUNT PARTIES FROM PARTIES TO CERT/CHKD

** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **

LT47204 1528/09/04 TRANSFER EASEMENT

LT62309 1945/03/27 NOTICE

LT121478 1958/10/03 TRANSFER EASEMENT

LT127572 1960/07/25 TRANSFER EASEMENT

LT245652 1987/05/19 NOTICE
 REMARKS: FORFEITURE

54R3687 1991/06/05 PLAN REFERENCE

LT271363 1991/11/19 TRANSFER EASEMENT

54R5748 2014/03/28 PLAN REFERENCE

DT44956 2014/04/07 TRANSFER EASEMENT

** THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

UNION GAS LIMITED



ServiceOntario

LAND
REGISTRY
OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1
PREPARED FOR dnewitt
ON 2021/03/19 AT 09:03:39



61402-0312 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

FCL 8418 SEC CST; FIRSTLY: PT MINING CLAIM L3674 TECK SRO NOT COVERED BY THE WATERS OF THE BLANCHE RIVER AS IN LT118074 RESERVING THE SRO ONLY ON AND OVER A STRIP OF LAND 66 FT IN PERPENDICULAR WIDTH ALONG THE SHORE OF THE BLANCHE RIVER; SECONDLY: PT MINING CLAIM L3637 TECK SRO NOT COVERED WITH THE WATERS OF THE BLANCHE RIVER AS IN LT118074 RESERVING THE SRO ONLY ON AND OVER A STRIP OF LAND 66 FT IN PERPENDICULAR WIDTH ALONG THE SHORE OF THE BLANCHE RIVER; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT121469, LT121470, LT271361, LT271362; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS:

CROWN GRANT SEE TP1849, TP1850.

ESTATE/QUALIFIER:

RECENTLY:
FIRST CONVERSION FROM BOOK

**FEE SIMPLE
ABSOLUTE**

EIN CREATION DATE:
2005/05/24

OWNERS' NAMES

CAPACITY SHARE
BENO

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT121469	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT121470	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT245728	1987/05/19	NOTICE REMARKS: FORFEITURE			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
54R3640	1991/03/18	PLAN REFERENCE				C
54R3648	1991/04/09	PLAN REFERENCE				C
LT271361	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C
LT271362	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1

PREPARED FOR dhwitt

ON 2021/03/19 AT 09:06:27

61228-0487 (LT)



* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

PCL 8421 SEC CST; FIRSTLY: MINING CLAIM L4266 TECK; SECONDLY: MINING CLAIM L3900 TECK SRO RESERVING SRO ONLY ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF THE BLANCHE RIVER; ALSO RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT121471, LT121472, LT271359; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS:

CROWN GRANT SEE TP2272, TP2273.

ESTATE/QUALIFIER:

RECENTLY:
FIRST CONVERSION FROM BOOK

FEE SIMPLE
ABSOLUTE

FIN CREATION DATE:
2005/06/20

OWNERS' NAMES

CAPACITY SHARE
BENC

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
LT121471	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT121472	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT245654	1987/05/19	NOTICE REMARKS: FORFEITURE			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
LT246227	1987/06/12	NOTICE REMARKS: FORFEITURE			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
54R3574	1990/12/07	PLAN REFERENCE				C
LT271359	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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OFFICE #54

PAGE 1 OF 1

PREPARED FOR dhwitt

ON 2021/03/19 AT 09:07:07



61228-0476 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

PCL 1634 SEC CST; MINING CLAIM HR735 TECK EXCEPT LT122743 EXCEPT MINING RIGHTS AS IN DT7708; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT45859 TRANSFERRED BY LT82309; S/T LT273080; KIRKLAND LAKE; DISTRICT OF TIMISKAMING;

PROPERTY REMARKS:

CROWN GRANT SEE TP7812.

ESTATE/QUALIFIER:

RECENTLY:
FIRST CONVERSION FROM BOOK

FEE SIMPLE
ABSOLUTE

PIN CREATION DATE:
2005/06/20

OWNERS' NAMES

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

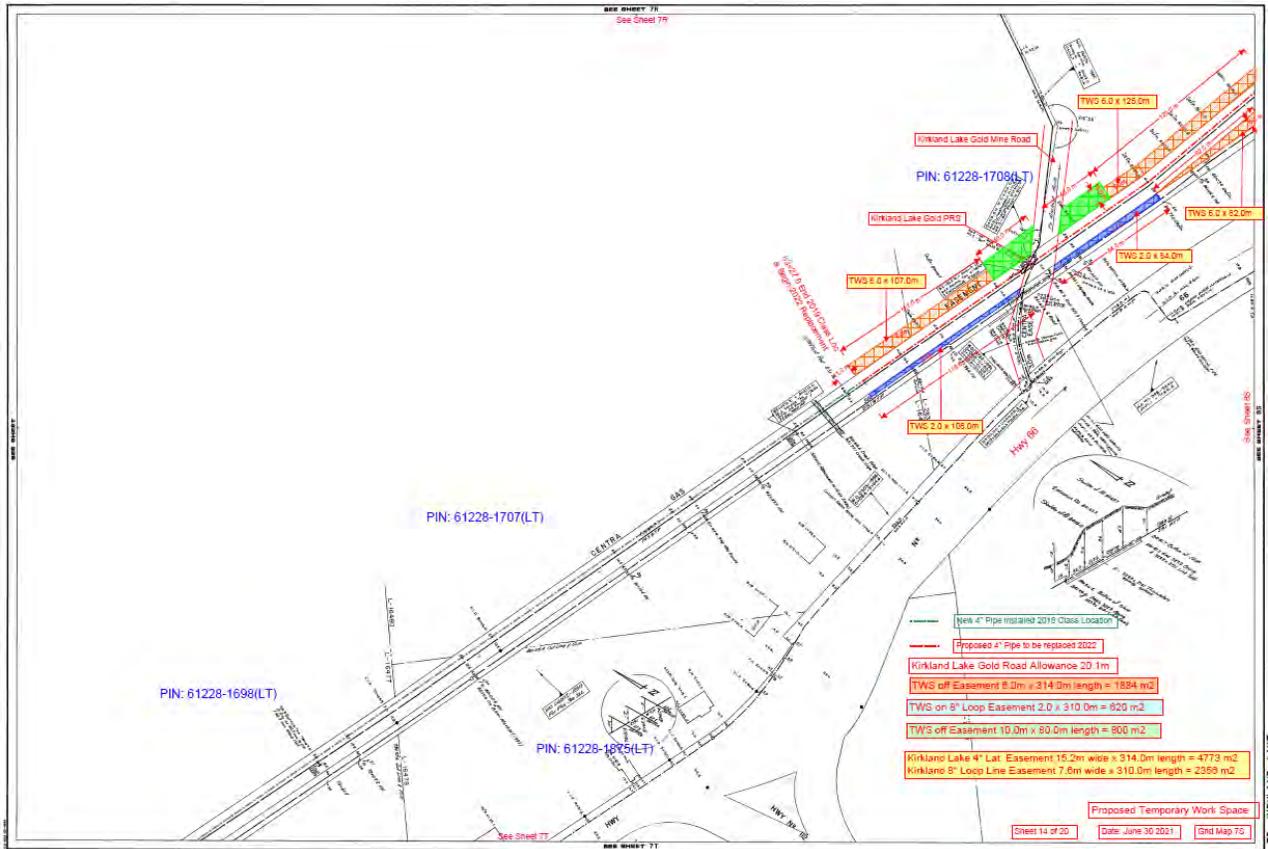
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT45859	1927/12/31	TRANSFER EASEMENT REMARKS: SKETCH ATTACHED.			NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED	C
LT82309	1945/03/27	NOTICE			PAYNE, WILLIAM HOWARD PAYNE, MURRAY CARLTON CASWELL, RUTH ELIZABETH	C
54R3657	1991/04/22	PLAN REFERENCE			CENIRA GAS ONTARIO INC.	C
LT272473	1992/02/20	APL (GENERAL)				C
LT273080	1992/04/08	TRANSFER EASEMENT				C
DT7708	2007/05/01	CERTIFICATE REMARKS: FORFEITURE		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MINES		C
DT44509	2014/02/26	CERTIFICATE		THE CORPORATION OF THE TOWN OF KIRKLAND LAKE		C
DT50614	2015/07/15	APL (GENERAL)		THE CORPORATION OF THE TOWN OF KIRKLAND LAKE		C

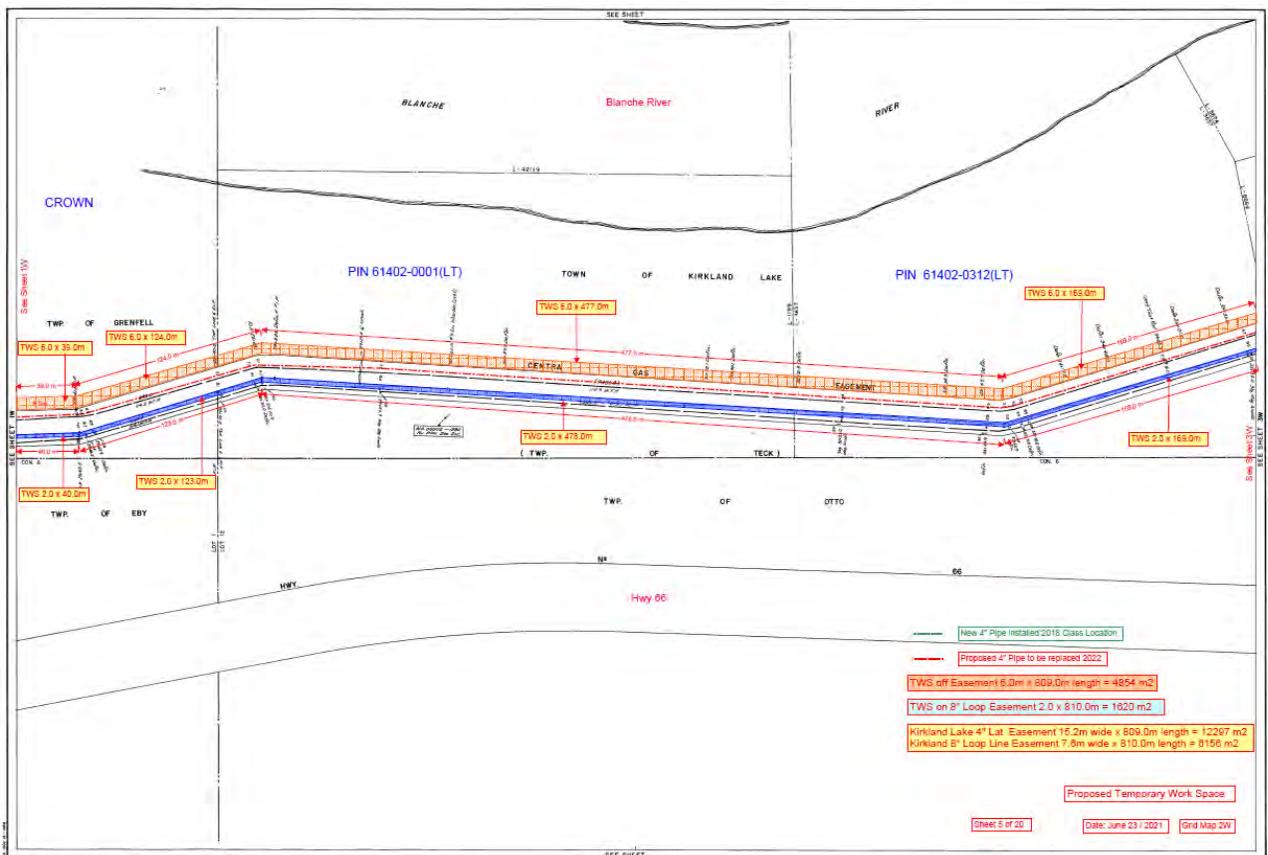
APPENDIX "B"

Sketch

KLG Shaft 3 Section



South Section PIN 61402-0312(LT)



APPENDIX "C"

MAINTENANCE DIG AGREEMENT COMPENSATION

AGRICULTURAL LANDS:

On Easement Activities -

One time Crop Loss Payment Per Acre

*Note: Disturbed crop area will be measured following maintenance clean-up activities.
(Damage payment will be based upon the actual disturbed crop area)*

Minimum half acre payment will be applied (Actual is 0 acres) \$

Off Easement Activities –

Base fee of \$ per acre and First Year Crop Loss per acre

Minimum half acre payment will be applied (Actual is 0 acres) \$

SUBTOTAL \$

EXPLANATION OF CROP LOSS PAYMENTS

One-time Crop Loss Payment per Acre

First Year Crop Loss @ 100% \$

Second Year Crop Loss @ 75% \$

Third Year Crop Loss @ 50% \$

SUB TOTAL

One-Time Crop Loss is based upon a gross annual average return of \$1,000.00 /acre, with the value determined taking into account a three year crop rotation of wheat, soya beans & corn.

NOTE: Specialty crops assessed independently

Allowance of additional fertilizer; stone picking, disturbance and inconvenience \$

Total One-Time Crop Loss Payment Per Acre \$

NON-AGRICULTURAL LANDS:

On Easement Activities –

Area will be returned to its pre-existing condition as reasonably possible.

Damages only: \$

Off Easement Activities – Access, Temporary Land Use

Base fee of \$1,000 per month per PINs (4) x term of 2 months \$8,000

SUBTOTAL \$8,000

TOTAL PAYMENT DUE: \$8,000

Current/Proposed Crop:

MAINTENANCE DIG AGREEMENT

(hereinafter called the "Agreement")

BETWEEN **THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**
(hereinafter called the "Owner")

and

ENBRIDGE GAS INC.
(hereinafter called the "Company")

WHEREAS The Owner is the owner in fee simple of those lands and premises more particularly described as follows:

PIN: 61402-0949(LT)

Legal Description: MINING CLAIM L5687 TECK EXCEPT LT112346, PT 1, 2 TER24, PT 1 TER147, PT 7, 8, 9 TER516, PT 8, 9, 10, 11, 12, 13 54R4277, PT 2, 3, 4, 5, 6, 7 54R4653, PT 1 54R4432, PT 1, 2, 54R5238, PT 2, 3, 54R4321; PT 1 54R5190; S/T LT44663 TRANSFERRED BY LT82309; S/T LT121639, LT271353, KIRKLAND LAKE; DISTRICT OF TIMISKAMING SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 & 2, 54R-6029 AS IN DT64929

PIN: 61402-1033(LT)

Legal Description: PCL 3686 SEC TIM; MINING CLAIM L1355 TECK KIRKLAND LAKE; DISTRICT OF TIMISKAMING

PIN: 61402-0756(LT)

Legal Description: PCL 3685 SEC TIM; MINING CLAIM L1354 TECK EXCEPT PT 6 54R4277, S/T LT49156 TRANSFERRED BY LT82309; S/T LT121641, LT271358; KIRKLAND LAKE; DISTRICT OF TIMISKAMING

PIN: 61402-0755(LT)

Legal Description: PCL 5245 SEC CST; MINING CLAIM L6787 TECK EXCEPT PT 5 54R4277, S/T LT44266 TRANSFERRED BY LT82309; S/T LT121642, LT271357; KIRKLAND LAKE; DISTRICT OF TIMISKAMING

PIN: 61402-0753(LT)

Legal Description: PCL 1034 SEC TIM; MINING CLAIM 16620 TECK EXCEPT PT 2 54R4519, PT 4 54R4277, S/T LT44232 TRANSFER BY LT82309; S/T LT121643, LT271356; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 54R-6034 AS IN DT6493

as per the Owners Land's attached hereto as **APPENDIX 'A'**.

The Owner, or their predecessor in title, had previously granted an easement to the Company over a portion of the Lands, registered as Instrument Numbers LT121639, LT121640, LT121641, LT121642, and LT121643 (hereinafter called the "Easement") for the purpose of, including but not limited to, the installation and ongoing maintenance of a natural gas pipeline (hereinafter called the "Pipeline");

The Company requires access to the Pipeline to undertake various maintenance activities and in order to carry out these activities requires temporary land rights in addition to the land rights set out in the Easement over the Lands;

The Owner has agreed to grant the Company these additional rights upon the following terms and conditions:

In consideration of the sum of **Two Thousand Five Hundred...XX/100 Dollars (\$2,500.00)** (hereinafter called the "Consideration") payable by the Company to the Owner within thirty (30) days of signing this Agreement, the Owner hereby grants to the Company its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a portion of the lands, more particularly shown on the sketch attached hereto as **APPENDIX 'B'** (hereinafter called the "Land") and forming part of this Agreement, for any purpose incidental to, or that the Company may require in conjunction with, the maintenance activities of the Pipeline, and appurtenances on the Easement including, without limiting the generality of the foregoing, the right to make temporary openings in any fence, to remove any other object therein or thereon interfering with the free and full

enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

The Owner and the Company agree as follows:

1. The rights hereby granted, terminate on the **31st day of December, 2021**.
2. The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted, more specifically attached hereto as **APPENDIX 'C'**.
3. As soon as reasonably possible after the construction, the Company at its own expense will level the said Land, remove all debris there from and in all respects, restore the Land to its former state so far as is reasonably possible, save and except for items in respect of which compensation is due under **APPENDIX 'C'**.
4. It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under this clause, to the extent to which such loss, damage or injury is caused or contributed to by the negligence or wilful misconduct of the Owner.
5. (a) The Company represents that it is registered for the purposes of the Harmonized Goods and Services Tax (hereinafter called "HST") in accordance with the applicable provisions in that regard and pursuant to the Excise Tax Act, (R.S.C., 1985, c. E-15), (hereinafter called "Excise Tax Act"), as amended.

(b) The Company shall undertake to self-assess the HST payable in respect of this transaction pursuant to subparagraphs 221(2) and 228(4) of the Excise Tax Act, and to remit and file a return in respect of HST owing as required under the said Act for the reporting period in which the HST in this transaction became payable.

(c) The Company shall indemnify and save harmless the Owner from and against any and all claims, liabilities, penalties, interest, costs and other legal expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by this Option. The Company's obligations under this Clause shall survive this Option.

Dated this ____ day of _____ 2021.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

ENBRIDGE GAS INC.

Derek Hewitt, Land Agent
Signature (Company)

Derek Hewitt, Land Agent

I have authority to bind the Corporation.

519-436-4673

Telephone Number (Enbridge Gas Inc.)

Additional Information (if applicable):

Property Address:

HST Registration Number:

Site Specific Comments/Notes: 2021 Brushing and Geo-Tech work



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR dhewitt
ON 2021/03/19 AT 09:12:06



61402-0949 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

MINING CLAIM L5687 TECK EXCEPT L1113346, PT 1, 2, TER24, PT 1, TER147, PT 7, 8, 9, TER516, PT 8, 9, 10, 11, 12, 13, 54R4277, PT 2, 3, 4, 5, 6, 7, 54R4659, PT 1, 54R4432, PT 1, 2, 54R5238, PT 2, 3, 54R4321; PT 1, 54R5190; S/T L144663 TRANSFERRED BY L182309; S/T L1121639, L1271353, KIRKLAND LAKE; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 & 2, 54R-6029 AS IN DT64929

PROPERTY REMARKS:

CROWN GRANT SEE TF3392.

ESTATE/QUALIFIER:

REGENELL;
DIVISION FROM 61402-0943

FEE SIMPLE
ABSOLUTE

EIN CREATION DATE:
2009/02/23

OWNERS' NAMES:

CAPACITY SHARE

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
L144663	1927/06/01	TRANSFER EASEMENT REMARKS: AMENDED UNDER L148415			NORTHERN ONTARIO POWER COMPANY LIMITED	C
L182309	1945/03/27	NOTICE				C
L1121639	1958/10/20	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
L1184455	1975/05/08	CERTIFICATE REMARKS: FORFEITURE OF MINING RIGHTS				C
L1195712	1977/06/20	AFL (GENERAL)			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
L1196801	1977/08/24	EYLAW				C
54R3633	1991/03/08	PLAN REFERENCE				C
L1271353	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C
54R4321	1996/08/30	PLAN REFERENCE				C
L1304836	1999/01/27	NOTICE OF LEASE			ROSKO FORESTRY OPERATIONS LTD.	C
54R5190	2007/01/15	PLAN REFERENCE				C
54R5238	2007/06/25	PLAN REFERENCE				C
DT14090	2008/06/10	NOTICE OF LEASE		THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	1494718 ONTARIO LTD.	C
54R5322	2008/07/18	PLAN REFERENCE				C
DT17204	2008/12/11	NO DET/SURR LEASE			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C

APPENDIX "A"

Owner's Lands



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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61402-0949 (LT)

PAGE 2 OF 2
PREPARED FOR dbewitt
ON 2021/03/19 AT 09:12:06



* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: RE: D114090 - COMPLETE SURRENDER AS TO FIN 61402-0945 AND PARTIAL SURRENDER AS TO FIN 61402-0943 (EXCEPT PT 1 PL 54R-5322)					
D161473	2017/11/23	NO SEC INTEREST	\$500,000	KIRKLAND & DISTRICT COMMUNITY DEVELOPMENT CORPORATION		C
D161474	2017/11/23	NO SEC INTEREST	\$800,000	TEMISKAMING DEVELOPMENT FUND CORPORATION		C
54R6029	2018/03/08	PLAN REFERENCE				C
D164929	2018/10/04	TRANSFER EASEMENT	\$1,000	THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	HYDRO ONE NETWORKS INC.	C



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1
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ON 2021/03/19 AT 09:14:32



61402-1033 (LIT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY REMARKS: PCL 3686 SEC 11M; MINING CLAIM L1355 TECK KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE T22388, NORTH OF FT 1 5485888.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE

OWNERS' NAMES: THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

CAPACITY SHARE BENO

RECEIVED:
DIVISION FROM 61402-0763

FIN CREATION DATE:
2018/03/06

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
L149155	1929/08/13	TRANSFER EASEMENT REMARKS: SKETCH ATTACHED.			NORTHERN ONTARIO POWER COMPANY LIMITED	C
L182309	1945/03/27	NOTICE				C
L1121640	1958/10/20	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
L1184455	1975/05/08	CERTIFICATE REMARKS: FORFEITURE OF MINING RIGHTS				C
L1195709	1977/06/20	APL (GENERAL)			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
L1196801	1977/08/24	BYLAW				C
S4R3633	1981/03/08	PLAN REFERENCE				C
L1271360	1981/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1



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ON 2021/03/19 AT 09:12:38

61402-0756 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 3685 SEC 11M; MINING CLAIM L1354 TECK EXCEPT PT 6 54R4277, S/T LT49156 TRANSFERRED BY LT82309; S/T LT121641, LT271358; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE IP2387.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

EIN CREATION DATE:
2005/05/24

OWNERS' NAMES
THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERY/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT49156	1925/08/13	TRANSFER EASEMENT			NORTHERN ONTARIO POWER COMPANY LIMITED	C
		REMARKS: SKETCH ATTACHED.				
LT82309	1945/03/27	NOTICE				C
LT121641	1959/10/20	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT184455	1975/05/08	CERTIFICATE				C
		REMARKS: FORFEITURE OF MINING RIGHTS				
LT195708	1977/06/20	APL (GENERAL)			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
LT196801	1977/08/24	BYLAW				C
54R3632	1991/03/08	PLAN REFERENCE				C
LT271358	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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61402-0755 (LI)

PAGE 1 OF 1
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ON 2021/03/19 AT 09:13:12



* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 5245 SEC 05T; MINING CLAIM L6787 TECK EXCEPT PT 5 54R4277, S/T L744266 TRANSFERRED BY LT82309; S/T LT121642, LT271357; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE TP6052.

ESRIE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

FIN CREATION DATE:
2005/05/24

OWNERS' NAMES
THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

CREACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT4266	1927/03/31	TRANSFER EASEMENT REMARKS: SKETCH ATTACHED.			NORTHERN ONTARIO POWER COMPANY LIMITED	C
LT82309	1945/03/27	NOTICE			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT121642	1958/10/20	TRANSFER EASEMENT			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
LT184455	1975/05/08	CERTIFICATE REMARKS: FORFEITURE OF MINING RIGHTS				C
LT185711	1977/06/20	APL (GENERAL)				C
LT186801	1977/08/24	BYLAW				C
54R3632	1991/03/08	PLAN REFERENCE				C
LT271357	1991/11/19	TRANSFER EASEMENT			CENIRA GAS ONTARIO INC.	C



LAND REGISTRY OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER



PAGE 1 OF 1
PREPARED FOR dhenwitt
ON 2021/03/19 AT 09:13:41

61402-0753 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 1034 SEC 11M; MINING CLAIM 16620 TECK EXCEPT PT 2 54R4519, PT 4 54R4277, S/T LT44232 TRANSFER BY LT62309; S/T LT121643, LT271356; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 54R-6034 AS IN DT64930

PROPERTY REMARKS: CROWN GRANT SEE IP615.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE

RECENTLY: FIRST CONVERSION FROM BOOK

FIN CREATION DATE: 2005/05/24

OWNERS' NAMES: THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

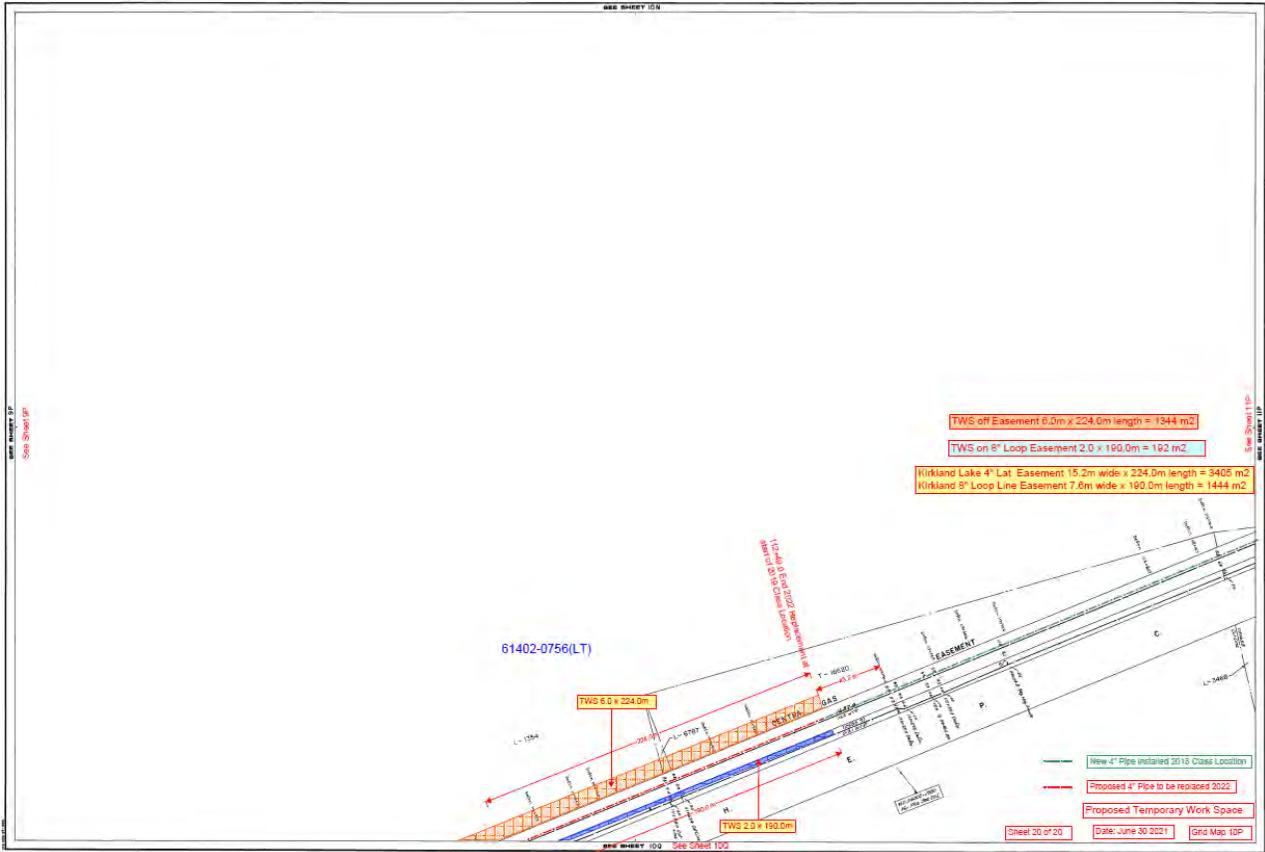
CAPACITY SHARE: BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT44232	1927/03/25	TRANSFER EASEMENT			NORTHERN POWER COMPANY LIMITED	C
	REMARKS: SKETCH ATTACHED. AMENDED UNDER LT48415					
LT62309	1945/03/27	NOTICE				C
LT121643	1958/10/20	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT195706	1977/06/20	APL (GENERAL)			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
LT196801	1977/08/24	BYLAW				C
54R3632	1991/03/08	PLAN REFERENCE			CENPA GAS ONTARIO INC.	C
LT271356	1991/11/19	TRANSFER EASEMENT				C
54R4519	1998/06/05	PLAN REFERENCE				C
54R6034	2018/04/30	PLAN REFERENCE	\$74			C
DT64930	2018/10/04	TRANSFER EASEMENT	\$1,250	THE CORPORATION OF THE TOWN OF KIRKLAND LAKE		C
DT66546	2019/02/28	NOTICE OF LEASE	\$2	THE CORPORATION OF THE TOWN OF KIRKLAND LAKE		C
DT68398	2019/05/15	NO CHARGE LEASE	\$6,000,000	THE TOWN OF KIRKLAND LAKE SOLAR INC.	THE TORONTO-DOMINION BANK	C
	REMARKS: DT66546.					

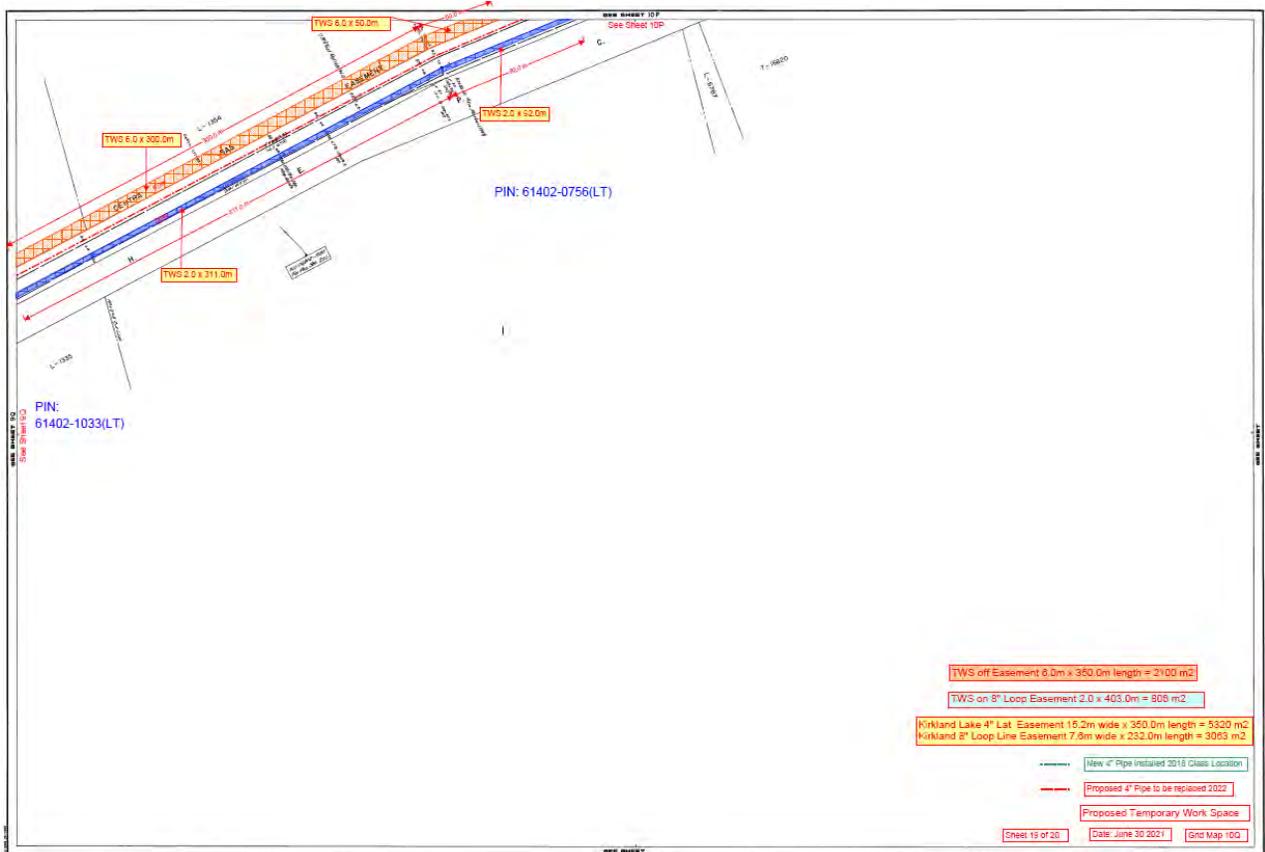
APPENDIX "B"

Sketch

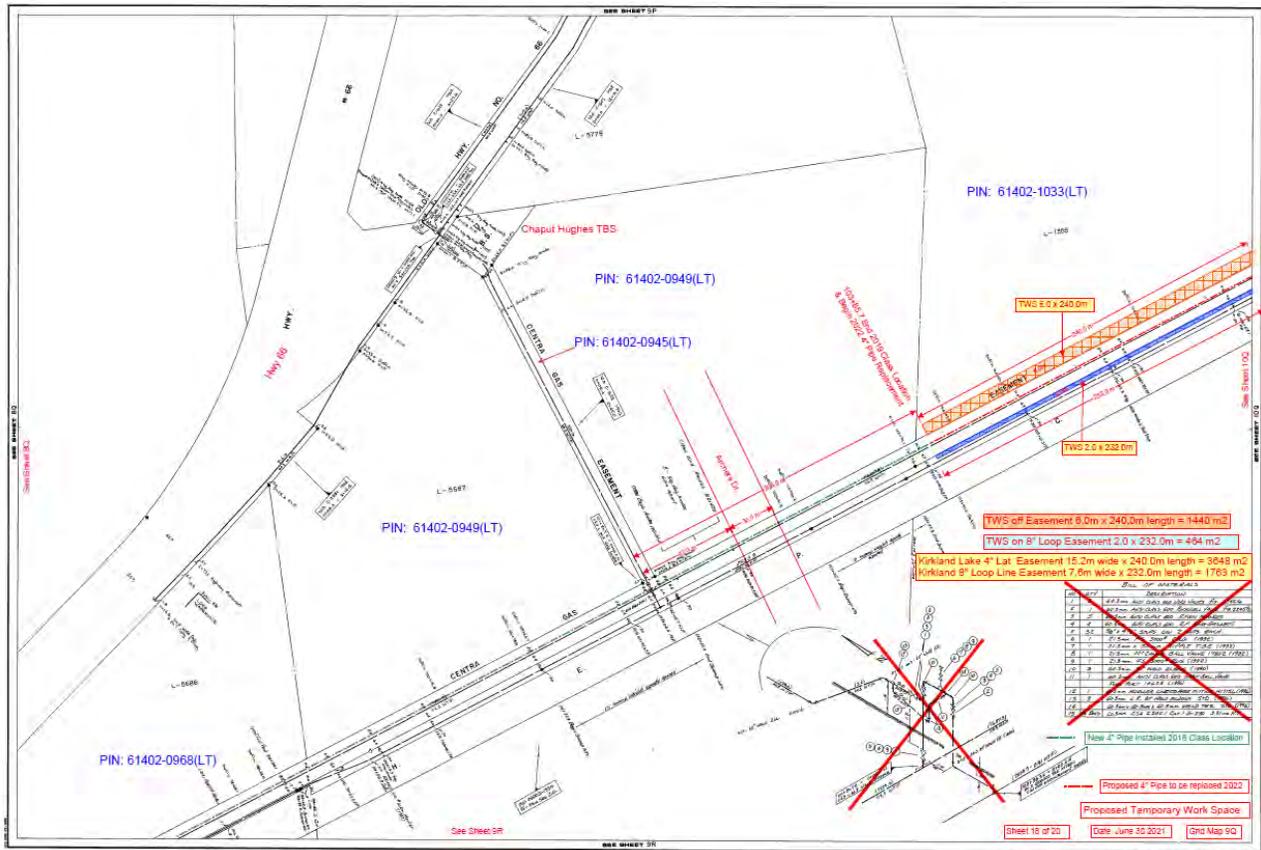
(Sheet 20 of 20) PIN 61402-0756



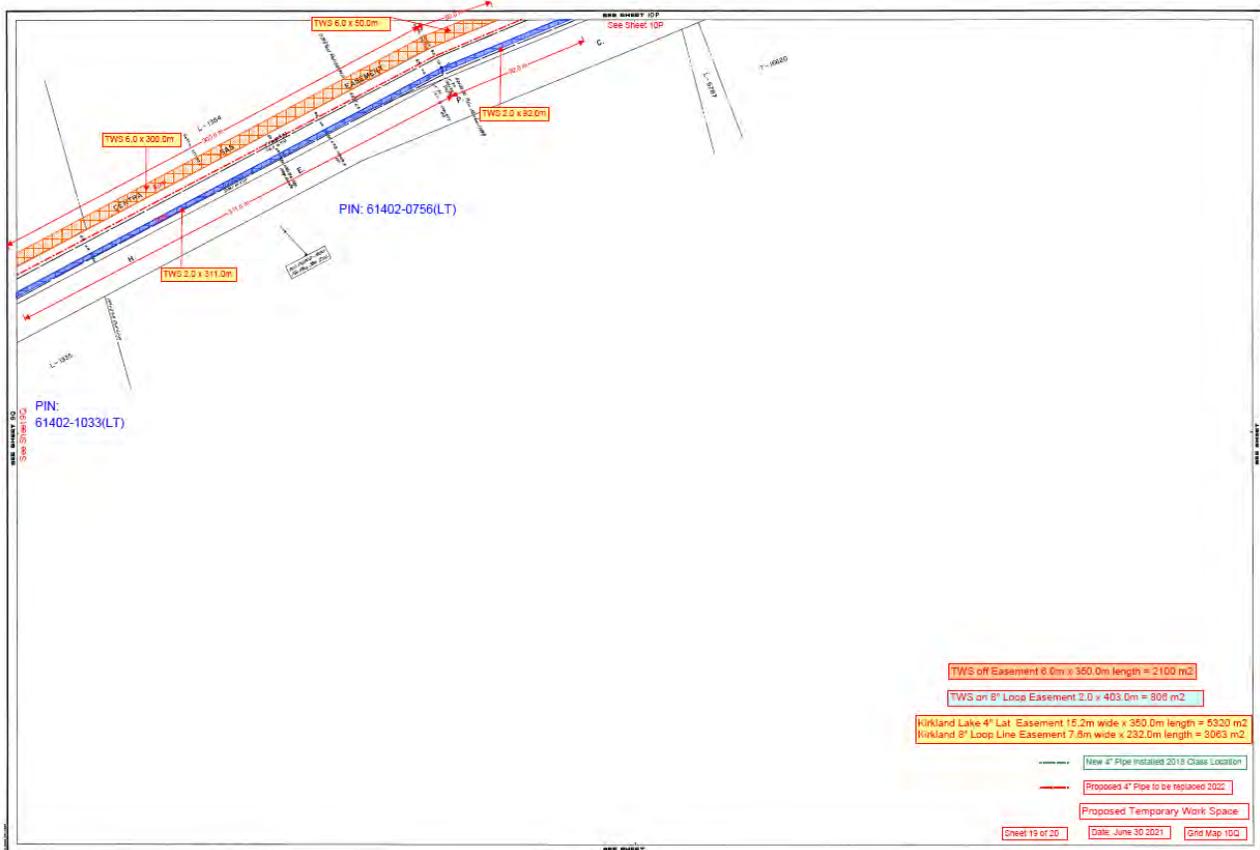
PIN: 61402-1033(LT)



PINs: 61402-0949(LT), 61402-0949(LT) and 61402-1033(LT)



PINs: 61402-1033(LT) and 61402-0756(LT)



APPENDIX "C"

MAINTENANCE DIG AGREEMENT COMPENSATION

AGRICULTURAL LANDS:

On Easement Activities -

One time Crop Loss Payment Per Acre

*Note: Disturbed crop area will be measured following maintenance clean-up activities.
(Damage payment will be based upon the actual disturbed crop area)*

Minimum half acre payment will be applied (Actual is 0 acres) \$

Off Easement Activities –

Base fee of \$ per acre and First Year Crop Loss per acre

Minimum half acre payment will be applied (Actual is 0 acres) \$

SUBTOTAL \$

EXPLANATION OF CROP LOSS PAYMENTS

One-time Crop Loss Payment per Acre

First Year Crop Loss @ 100% \$

Second Year Crop Loss @ 75% \$

Third Year Crop Loss @ 50% \$

SUB TOTAL

One-Time Crop Loss is based upon a gross annual average return of \$1,000.00 /acre, with the value determined taking into account a three year crop rotation of wheat, soya beans & corn.

NOTE: Specialty crops assessed independently

Allowance of additional fertilizer; stone picking, disturbance and inconvenience \$

Total One-Time Crop Loss Payment Per Acre \$

NON-AGRICULTURAL LANDS:

On Easement Activities –

Area will be returned to its pre-existing condition as reasonably possible.

Damages only: \$

Off Easement Activities – Access, Temporary Land Use

Base fee of 1,000 per month per PIN (5) x term of 2 months \$10,000

SUBTOTAL \$10,000

TOTAL PAYMENT DUE: \$10,000

Current/Proposed Crop:

MAINTENANCE DIG AGREEMENT

(hereinafter called the "Agreement")

BETWEEN **THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**
(hereinafter called the "Owner")

and

ENBRIDGE GAS INC.
(hereinafter called the "Company")

WHEREAS The Owner is the owner in fee simple of those lands and premises more particularly described as follows:

PIN: 61228-0810(LT)

Legal Description: PCL 8849 SEC CST; MINING CLAIM L4325 TECK SRO EXCEPT PT 1 TER310; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT44781 TRANSFERRED BY LT82309; S/T LT147544, LT271355; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-1682(LT)

Legal Description: PCL 8279 SEC CST; MINING CLAIM HR756 TECK SRO EXCEPT LT67076, EXCEPTING THE ROW OF NIPISSING CENTRAL RAILWAY: S/T LT44738 TRANSFERRED BY LT82309; S/T LT121473, LT271365; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-1696(LT)

Legal Description: PCL 8278 SEC CST; MINING CLAIM HR757 TECK SRO W OF E LIMIT OF HWY 66 EXCEPT LT67076, LT112346, EXCEPTING THE ROW OF NIPISSING CENTRAL RAILWAY; S/T LT44737 TRANSFERRED BY LT82309; S/T LT121474, LT271364; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-1697(LT)

Legal Description: PCL 8286 SEC CST; MINING CLAIM L6866 TECK SRO; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN: S/T LT44739 TRANSFERRED BY LT82309; S/T LT121475, LT271366; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-1698(LT)

Legal Description: PCL 8265 SEC CST; MINING CLAIM 16477 TECK EXCEPT SRO AS IN LT73491, LT112346, LT119478, LT126255, MRO AS IN LT161738 W OF HWY 66; S/T LT47203 TRANSFERRED BY LT82309; S/T LT121476, LT271367; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

as per the Owners Land's attached hereto as **APPENDIX 'A'**.

The Owner, or their predecessor in title, had previously granted an easement to the Company over a portion of the Lands, registered as Instrument Number LT122530, LT121473, LT121474, LT121475 and LT121476 , (hereinafter called the "Easement") for the purpose of, including but not limited to, the installation and ongoing maintenance of a natural gas pipeline (hereinafter called the "Pipeline");

The Company requires access to the Pipeline to undertake various maintenance activities and in order to carry out these activities requires temporary land rights in addition to the land rights set out in the Easement over the Lands;

The Owner has agreed to grant the Company these additional rights upon the following terms and conditions:

In consideration of the sum of **Two Thousand Five Hundred...XX/100 Dollars (\$2,500.00)** (hereinafter called the "Consideration") payable by the Company to the Owner within thirty (30) days of signing this Agreement, the Owner hereby grants to the Company its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a portion of the lands, more particularly shown on the sketch attached hereto as **APPENDIX 'B'** (hereinafter called the "Land") and forming part of this Agreement, for any purpose incidental to, or that the Company may require in conjunction with, the maintenance activities of the Pipeline, and appurtenances

on the Easement including, without limiting the generality of the foregoing, the right to make temporary openings in any fence, to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

The Owner and the Company agree as follows:

1. The rights hereby granted, terminate on the **31st** day of **December, 2021**.
2. The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted, more specifically attached hereto as **APPENDIX 'C'**.
3. As soon as reasonably possible after the construction, the Company at its own expense will level the said Land, remove all debris there from and in all respects, restore the Land to its former state so far as is reasonably possible, save and except for items in respect of which compensation is due under **APPENDIX 'C'**.
4. It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under this clause, to the extent to which such loss, damage or injury is caused or contributed to by the negligence or wilful misconduct of the Owner.
5. (a) The Company represents that it is registered for the purposes of the Harmonized Goods and Services Tax (hereinafter called "HST") in accordance with the applicable provisions in that regard and pursuant to the Excise Tax Act, (R.S.C., 1985, c. E-15), (hereinafter called "Excise Tax Act"), as amended.

(b) The Company shall undertake to self-assess the HST payable in respect of this transaction pursuant to subparagraphs 221(2) and 228(4) of the Excise Tax Act, and to remit and file a return in respect of HST owing as required under the said Act for the reporting period in which the HST in this transaction became payable.

(c) The Company shall indemnify and save harmless the Owner from and against any and all claims, liabilities, penalties, interest, costs and other legal expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by this Option. The Company's obligations under this Clause shall survive this Option.

Dated this _____ day of _____ 2021.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

ENBRIDGE GAS INC.

Signature (Company)

Derek Hewitt, Land Agent

I have authority to bind the Corporation.

519-436-4673

Telephone Number (Enbridge Gas Inc.)

Additional Information (if applicable):

Property Address:

HST Registration Number:

Site Specific Comments/Notes: 2021 Brushing and Geo-Tech work



LAND
REGISTRY
OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER



PAGE 1 OF 1
PREPARED FOR dhewitt
ON 2021/03/19 AT 09:07:36

61228-0810 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 8849 SEC CST; MINING CLAIM L4925 TECK SRO EXCEPT PT 1 TER310; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT44781 TRANSFERRED BY LT82309; S/T LT147544, LT271355; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE TP2167.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

FIN CREATION DATE:
2005/06/20

OWNERS' NAMES:
THE CORPORATION OF THE TOWN OF KIRKLAND LAKE BENO

CAPACITY SHARE:

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT						
LT44781	1927/06/27	TRANSFER EASEMENT			THE HYDRO ELECTRIC POWER COMMISSION OF ONTARIO	C
		REMARKS: SKETCH ATTACHED.				
LT82309	1945/03/27	NOTICE				C
LT122530	1959/01/22	ORDER				C
		REMARKS: AUTHORIZING EXPROPRIATION				
TER310	1966/04/04	PLAN REFERENCE				C
LT147544	1966/04/25	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT245664	1987/05/19	NOTICE			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
		REMARKS: FORFEITURE				
5483657	1991/04/22	PLAN REFERENCE				C
LT271355	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C
D193	1992/09/25	PLAN BOUNDRIES ACT				C
		REMARKS: LT275124, B22533				

APPENDIX "A"

Owner's Lands



Ontario ServiceOntario

LAND
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OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1
PREPARED FOR dhs=mitt
ON 2021/03/23 AT 08:09:18



61228-1682 (LI)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 8279 SEC CST; MINING CLAIM HR756 TECK SRO EXCEPT LT67076, EXCEPTING THE ROW OF NIPISSING CENTRAL RAILWAY; S/T LT44738 TRANSFERRED BY LT82309; S/T LT121473, LT271365; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE IP3675.

ESTATE/QUALIFIER: RECENTLY:
FEE SIMPLE FIRST CONVERSION FROM BOOK
ABSOLUTE

OWNERS' NAMES: CAPACITY SHARE
THE CORPORATION OF THE TOWNSHIP OF TECK BEMO

FIN CREATION DATE:
2005/06/20

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
LT44738	1947/06/18	TRANSFER EASEMENT			NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED	C
	REMARKS: SKETCH ATTACHED.					
LT82309	1945/03/27	NOTICE				C
LT112706	1955/11/30	TRANSFER	\$1		THE CORPORATION OF THE TOWNSHIP OF TECK	C
LT121473	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
54R3663	1991/04/26	PLAN REFERENCE				C
LT271365	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C



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LAND REGISTRY OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1

PREPARED FOR dhwitt

ON 2021/03/19 AT 09:08:13

61228-1696 (LI)



* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 8278 SEC CST; MINING CLAIM HR757 TECK SRO W OF E LIMIT OF HWY 66 EXCEPT LT67076, LT112346, EXCEPTING THE ROW OF NIPISSING CENTRAL RAILWAY; S/T LT44737 TRANSFERRED BY LT82309; S/T LT121474, LT271364; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE IP3648.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE

RECENTLY: FIRST CONVERSION FROM BOOK

EIN CREATION DATE: 2005/06/20

OWNERS' NAMES: THE CORPORATION OF THE TOWNSHIP OF TECK

CAPACITY SHARE: BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
LT44737	1927/06/18	TRANS RIGHT OF WAY			NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED	C
		REMARKS: SKETCH ATTACHED.				
LT82309	1945/03/27	NOTICE				C
LT112706	1955/11/30	TRANSFER	\$1		THE CORPORATION OF THE TOWNSHIP OF TECK	C
LT121474	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
5483663	1991/04/26	PLAN REFERENCE				C
LT271364	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C



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REGISTRY
OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1
PREPARED FOR dbewitt
ON 2021/03/19 AT 09:09:33



61228-1667 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TILES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

ECL 8286 SEC CST; MINING CLAIM L6866 TECK SRO; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/Y LT44739 TRANSFERRED BY LT22309; S/Y LT121475, LT271366; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS:

CROWN GRANT SEE TP3677.

ESTATE/QUALIFIER:

RECENTLY:
FIRST CONVERSION FROM BOOK

FEE SIMPLE
ABSOLUTE

OWNERS' NAMES:

THE CORPORATION OF THE TOWNSHIP OF TECK

CAPACITY SHARE
BENO

EIN CREATION DATE:
2005/06/20

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT44739	1927/06/18	TRANS RIGHT OF WAY REMARKS: SKETCH ATTACHED.			NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED	C
LT2309	1945/03/27	NOTICE			THE CORPORATION OF THE TOWNSHIP OF TECK	C
LT112706	1955/11/30	TRANSFER	\$1		NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT121475	1958/10/03	TRANSFER EASEMENT				C
54R3663	1991/04/26	PLAN REFERENCE				C
LT271366	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C



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LAND REGISTRY OFFICE #54

FARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER



PAGE 1 OF 1
PREPARED FOR dhwatt
ON 2021/03/19 AT 09:08:50

61228-1698 (LI)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 8265 SEC GST; MINING CLAIM 16477 TECK EXCEPT SRO AS IN LT73491, LT112346, LT115478, MRO AS IN LT161738 W OF HWY 667, S/T LT47203
TRANSFERRED BY LT62309; S/I LT121476, LT271367; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE TP564.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: FIRST CONVERSION FROM BOOK

FIN CREATION DATE: 2005/06/20

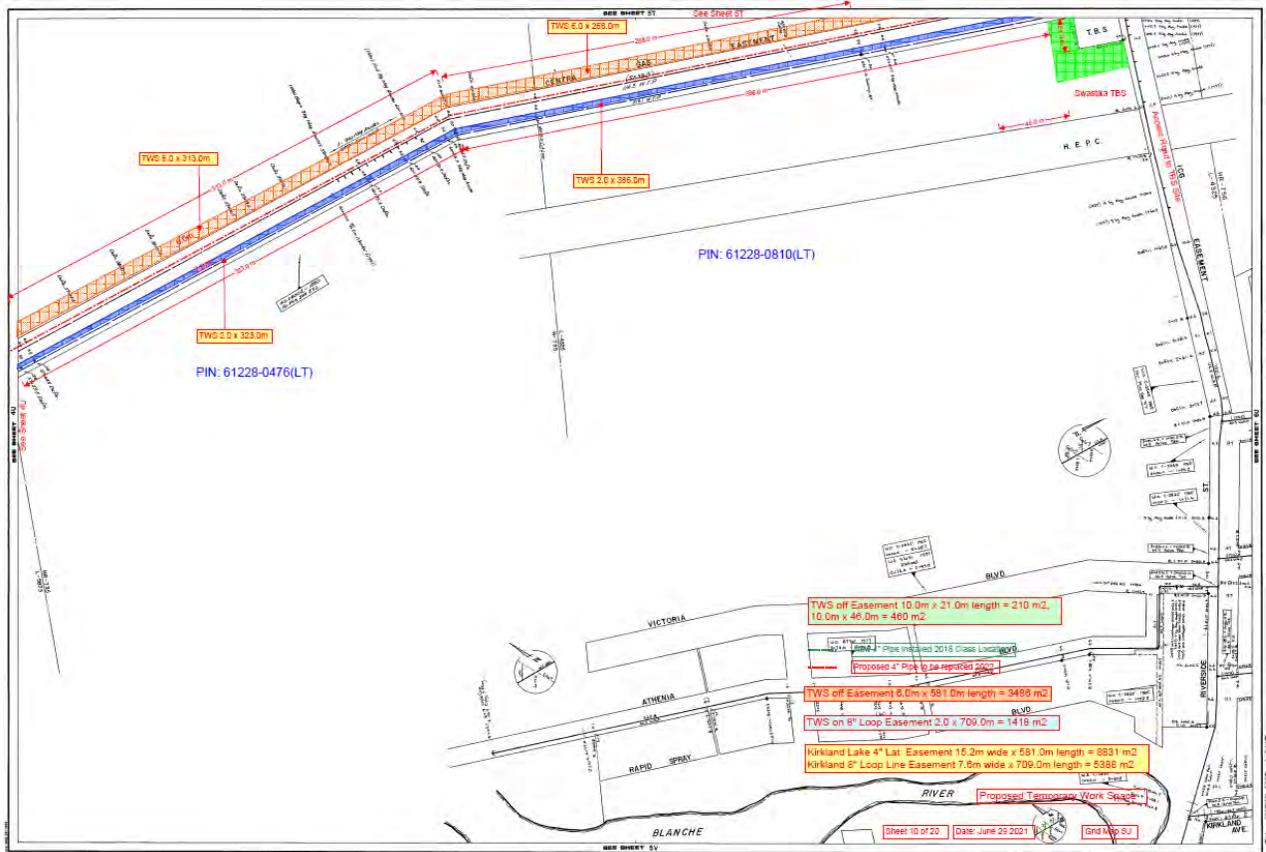
OWNERS' NAMES: THE CORPORATION OF THE TOWNSHIP OF TECK
CAPACITY: SHARE BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT47203	1948/09/04	TRANSFER EASEMENT REMARKS: SKETCH ATTACHED.			NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED	C
LT62309	1945/03/27	NOTICE				C
LT111797	1955/08/19	TRANSFER	\$1		THE CORPORATION OF THE TOWNSHIP OF TECK	C
LT121476	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
54R2234	1980/02/04	PLAN REFERENCE				C
54R3668	1991/05/07	PLAN REFERENCE				C
LT271367	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C

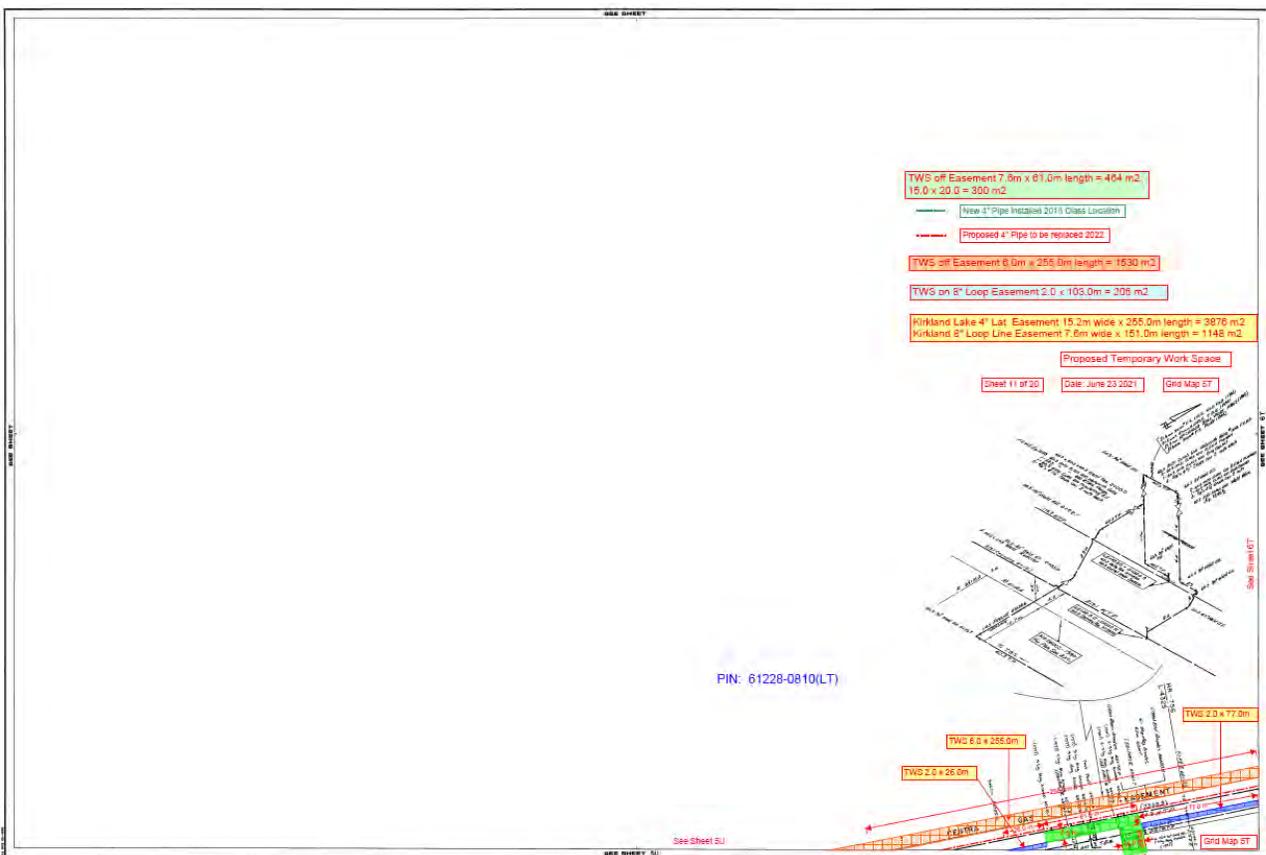
APPENDIX "B"

Sketch

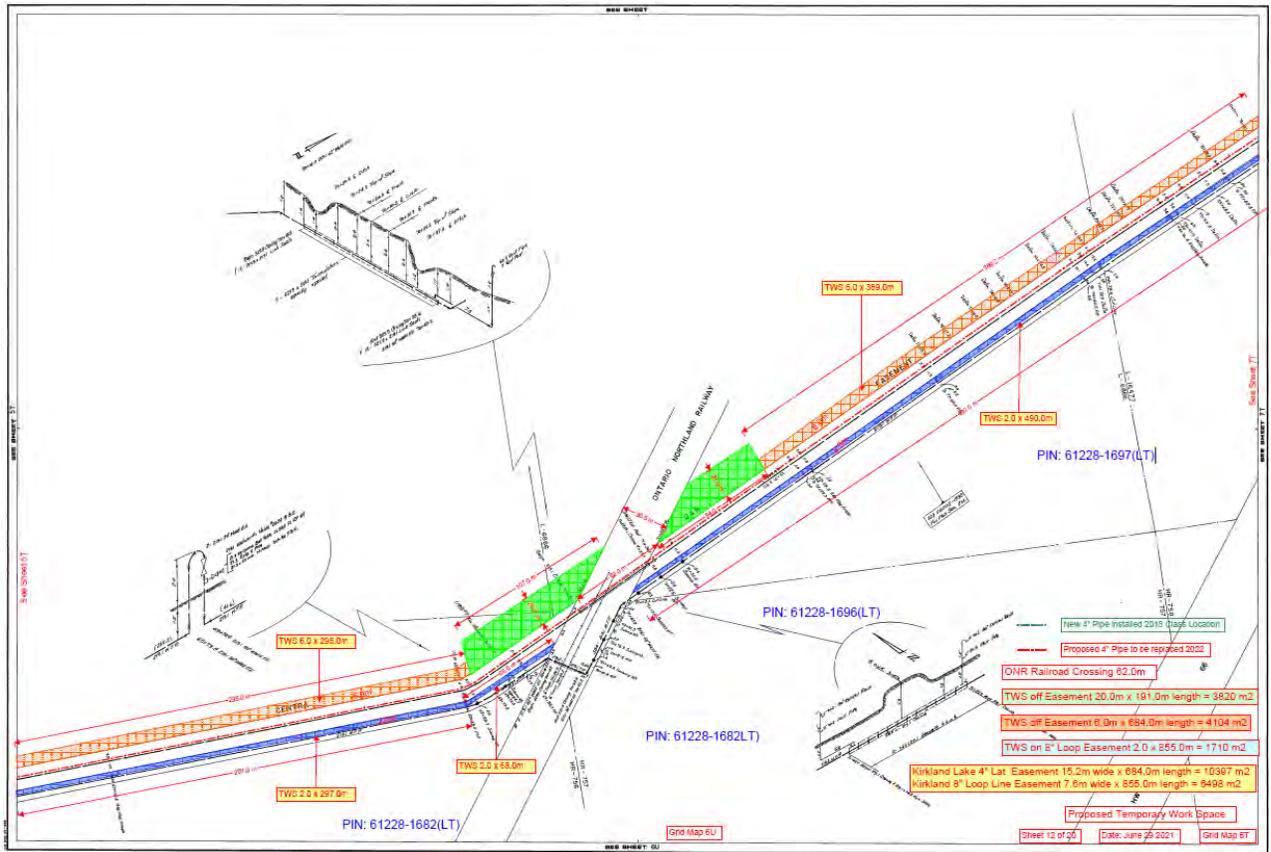
PIN: 61228-0810(LT)



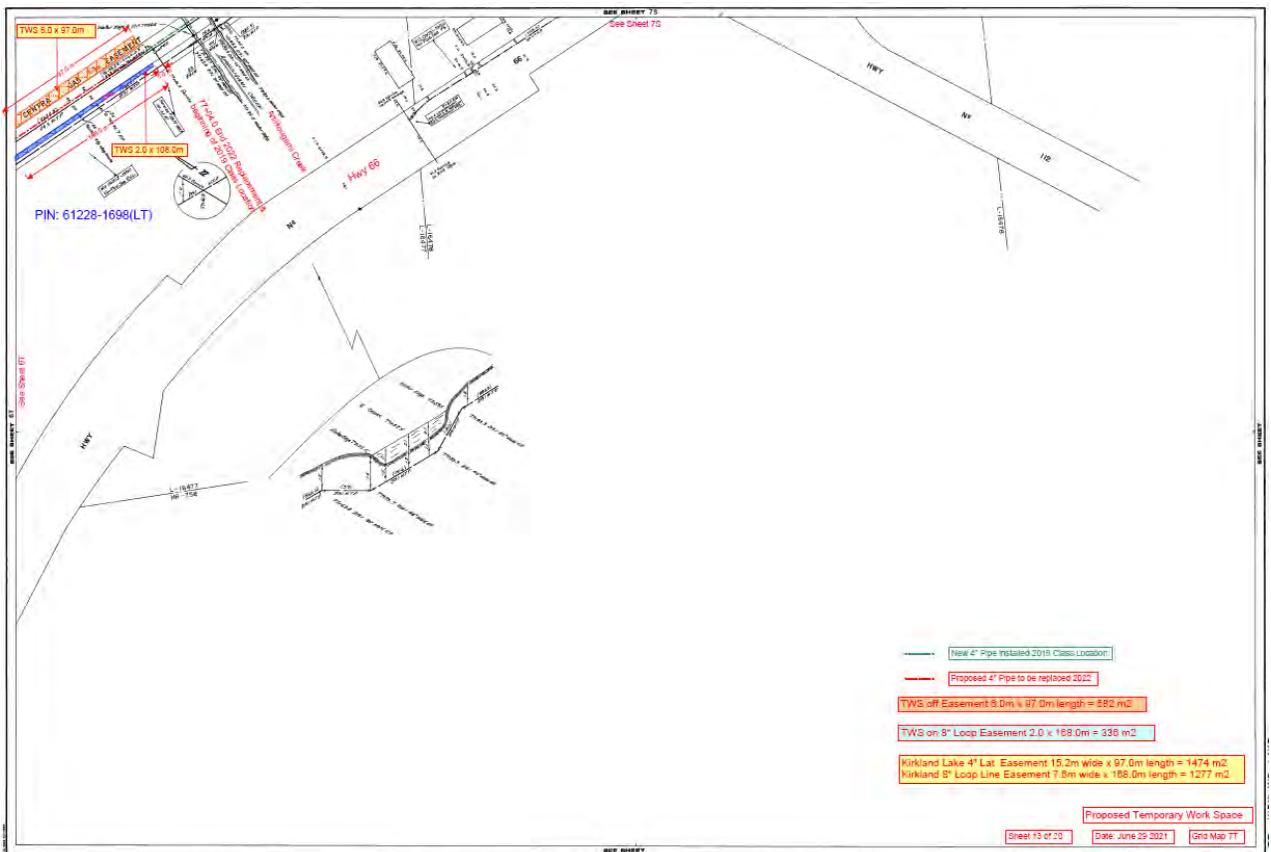
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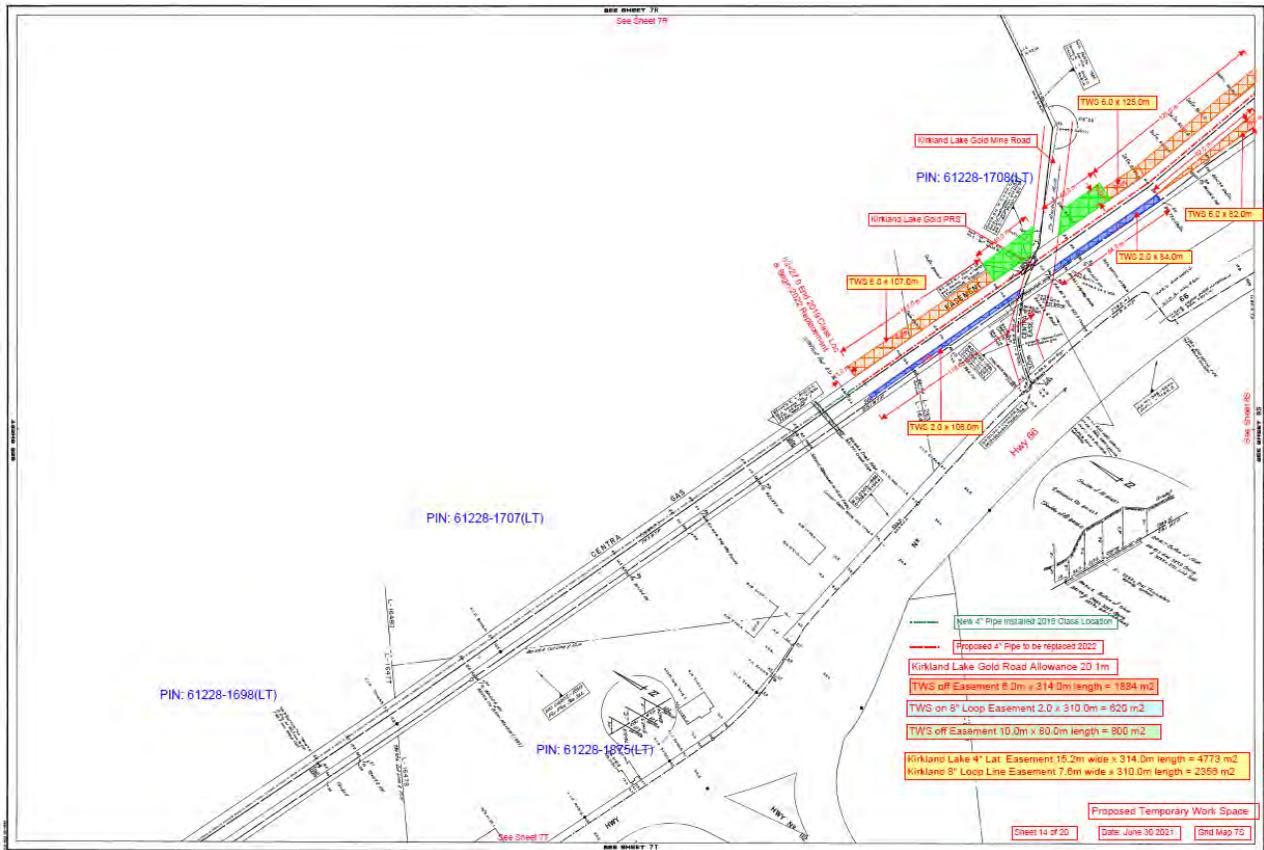
PINs: 61228-1682(LT), 61228-1696(LT) and 61228-1697(LT)



PIN: 61228-1698(LT)



PIN 61228-1698(LT)



APPENDIX "C"

MAINTENANCE DIG AGREEMENT COMPENSATION

AGRICULTURAL LANDS:

On Easement Activities -

One time Crop Loss Payment Per Acre

*Note: Disturbed crop area will be measured following maintenance clean-up activities.
(Damage payment will be based upon the actual disturbed crop area)*

Minimum half acre payment will be applied (Actual is 0 acres) \$

Off Easement Activities –

Base fee of \$ per acre and First Year Crop Loss per acre

Minimum half acre payment will be applied (Actual is 0 acres) \$

SUBTOTAL \$

EXPLANATION OF CROP LOSS PAYMENTS

One-time Crop Loss Payment per Acre

First Year Crop Loss @ 100% \$

Second Year Crop Loss @ 75% \$

Third Year Crop Loss @ 50% \$

SUB TOTAL

One-Time Crop Loss is based upon a gross annual average return of \$1,000.00 /acre, with the value determined taking into account a three year crop rotation of wheat, soya beans & corn.

NOTE: Specialty crops assessed independently

Allowance of additional fertilizer; stone picking, \$

disturbance and inconvenience

Total One-Time Crop Loss Payment Per Acre \$

NON-AGRICULTURAL LANDS:

On Easement Activities –

Area will be returned to its pre-existing condition as reasonably possible.

Damages only: \$

Off Easement Activities – Access, Temporary Land Use

Base fee of \$1,000.00 per month per PIN (5) x term of 2 months \$10,000

SUBTOTAL \$10,000

TOTAL PAYMENT DUE: \$10,000

Current/Proposed Crop:

MAINTENANCE DIG AGREEMENT

(hereinafter called the "Agreement")

BETWEEN **THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**
(hereinafter called the "Owner")

and

ENBRIDGE GAS INC.
(hereinafter called the "Company")

WHEREAS The Owner is the owner in fee simple of those lands and premises more particularly described as follows:

PIN: 61228-1707(LT)

Legal Description: PCL 8416 SEC CST; MINING CLAIM 16480 TECK N OF S LIMIT HWY 66 EXCEPT LT72715, SRO LT112346; S/T LT47204 TRANSFERRED BY LT82309; S/T LT121478, LT127572, LT271363; KIRKLAND LAKE; DISTRICT OF TIMISKAMING SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 54R5748 AS IN DT44956

PIN: 61402-0312(LT)

Legal Description: PCL 8418 SEC CST; FIRSTLY: PT MINING CLAIM L3674 TECK SRO NOT COVERED BY THE WATERS OF THE BLANCHE RIVER AS IN LT118074 RESERVING THE SRO ONLY ON AND OVER A STRIP OF LAND 66 FT IN PERPENDICULAR WIDTH ALONG THE SHORE OF THE BLANCHE RIVER; SECONDLY: PT MINING CLAIM L3637 TECK SRO NOT COVERED WITH THE WATERS OF THE BLANCHE RIVER AS IN LT118074 RESERVING THE SRO ONLY ON AND OVER A STRIP OF LAND 66 FT IN PERPENDICULAR WIDTH ALONG THE SHORE OF THE BLANCHE RIVER; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT121469, LT121470, LT271361, LT271362; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-0487(LT)

Legal Description: PCL 8421 SEC CST; FIRSTLY: MINING CLAIM L4266 TECK; SECONDLY: MINING CLAIM L3900 TECK SRO RESERVING SRO ONLY ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORE OF THE BLANCHE RIVER; ALSO RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT121471, LT121472, LT271359; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-0476(LT)

Legal Description: PCL 1634 SEC CST; MINING CLAIM HR735 TECK EXCEPT LT122743 EXCEPT MINING RIGHTS AS IN DT7708; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT45859 TRANSFERRED BY LT82309; S/T LT273080; KIRKLAND LAKE; DISTRICT OF TIMISKAMING

as per the Owners Land's attached hereto as **APPENDIX 'A'**.

The Owner, or their predecessor in title, had previously granted an easement to the Company over a portion of the Lands, registered as Instrument Number LT121478, LT121469, LT121471, LT273080 (hereinafter called the "Easement") for the purpose of, including but not limited to, the installation and ongoing maintenance of a natural gas pipeline (hereinafter called the "Pipeline");

The Company requires access to the Pipeline to undertake various maintenance activities and in order to carry out these activities requires temporary land rights in addition to the land rights set out in the Easement over the Lands;

The Owner has agreed to grant the Company these additional rights upon the following terms and conditions:

In consideration of the sum of **Two Thousand...XX/100 Dollars (\$2,000.00)** (hereinafter called the "Consideration") payable by the Company to the Owner within thirty (30) days of signing this Agreement, the Owner hereby grants to the Company its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy

a portion of the lands, more particularly shown on the sketch attached hereto as **APPENDIX 'B'** (hereinafter called the "Land") and forming part of this Agreement, for any purpose incidental to, or that the Company may require in conjunction with, the maintenance activities of the Pipeline, and appurtenances on the Easement including, without limiting the generality of the foregoing, the right to make temporary openings in any fence, to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

The Owner and the Company agree as follows:

1. The rights hereby granted, terminate on the **31st day of July, 2023**.
2. The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted, more specifically attached hereto as **APPENDIX 'C'**.
3. As soon as reasonably possible after the construction, the Company at its own expense will level the said Land, remove all debris there from and in all respects, restore the Land to its former state so far as is reasonably possible, save and except for items in respect of which compensation is due under **APPENDIX 'C'**.
4. It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under this clause, to the extent to which such loss, damage or injury is caused or contributed to by the negligence or wilful misconduct of the Owner.
5. (a) The Company represents that it is registered for the purposes of the Harmonized Goods and Services Tax (hereinafter called "HST") in accordance with the applicable provisions in that regard and pursuant to the Excise Tax Act, (R.S.C., 1985, c. E-15), (hereinafter called "Excise Tax Act"), as amended.

(b) The Company shall undertake to self-assess the HST payable in respect of this transaction pursuant to subparagraphs 221(2) and 228(4) of the Excise Tax Act, and to remit and file a return in respect of HST owing as required under the said Act for the reporting period in which the HST in this transaction became payable.

(c) The Company shall indemnify and save harmless the Owner from and against any and all claims, liabilities, penalties, interest, costs and other legal expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by this Option. The Company's obligations under this Clause shall survive this Option.

Dated this ____ day of _____ 2021.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

ENBRIDGE GAS INC.

Signature (Company)

Derek Hewitt, Land Agent

I have authority to bind the Corporation.

519-436-4673

Telephone Number (Enbridge Gas Inc.)

Additional Information (if applicable):

Property Address:

HST Registration Number:

Site Specific Comments/Notes: 2022 Pipeline replacement

APPENDIX "A"

Owner's Lands




PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER
 PAGE 1 OF 1
 PREPARED FOR dhrwitt
 ON 2021/03/19 AT 09:10:32

LAND REGISTRY OFFICE #54
 61228-1707 (LI)
 * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *
 PROPERTY DESCRIPTION: PCL 8416 SEC. C51; MINING CLAIM 16480 TECK N OF S LIMIT HWY 66 EXCEPT LT2715, SRO LT112346; S/T LT47204 TRANSFERRED BY LT82309; S/T LT121478, LT127572, LT271363; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER FT 1 54R5748 AS IN D144956
 PROPERTY REMARKS: CROWN GRANT SEE TP565.
 ESTATE/QUALIFIER: RECENTLY: FIN CREATION DATE: 2005/06/20
 FEE SIMPLE ABSOLUTE FIRST CONVERSION FROM BOOK
 OWNERS' NAMES: CAPACITY SHARE
 THE CORPORATION OF THE TOWN OF KIRKLAND LAKE BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT47204	1928/09/04	TRANSFER EASEMENT			NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED	C
LT82309	1945/03/27	NOTICE				C
LT121478	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT127572	1960/07/25	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT245652	1987/05/19	NOTICE			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
REMARKS: FORFEITURE						
54R3687	1991/06/05	PLAN REFERENCE				C
LT271363	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C
54R5748	2014/03/28	PLAN REFERENCE				C
D144956	2014/04/07	TRANSFER EASEMENT	\$2	THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	UNION GAS LIMITED	C

LAND REGISTRY OFFICE #54

LAND REGISTRY OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

61003-0012 (L1)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT - SUBJECT TO RESERVATIONS IN CROWN GRANT *

REGISTRY DESCRIPTION: SEE 6113 SEC 057, TWP57N17R WINGERS CLAIM 1874 TECH SURVY COVERED BY THE WATERS OF THE BLANCHE RIVER AS IN L111974 RESERVING THE SRD ONLY ON AND ALONG THE WATERS OF THE BLANCHE RIVER AS IN L111974 RESERVING THE SRD ONLY ON AND OVER A STRIP OF LAND 66 FT IN WIDTH PARTICULARS WITH ALONG THE SHORE OF THE BLANCHE RIVER; RESERVING CERTAIN INTERESTS TO THE TIMBERING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PARENT FROM THE CROWN; S/2 L1121469, L1121470, L1171361, L1171362; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE TPI1849, TPI1850.

ESTATE QUALIFIED PERSONS: NONE.

ESTATE SIMPLE RESOLUTION: NONE.

OWNERS' NAMES: THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

REMO: REMO

PROPERTY IDENTIFIER: 61003-0012 (L1)

PREPARED BY: GHEMNETT

DATE: 2021/03/19

TIME: 09:03:39

BY: GHEMNETT

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APP: 1

USER: GHEMNETT

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FILE: 61003-0012 (L1)

LAND REGISTER OFFICE

61335-0827 (L)

REGISTRY DESCRIPTION: PARCEL REGISTERED IN ACCORDANCE WITH THE LAND TITLES ACT, SUBJECT TO RESERVATIONS IN CROWN GRANT *
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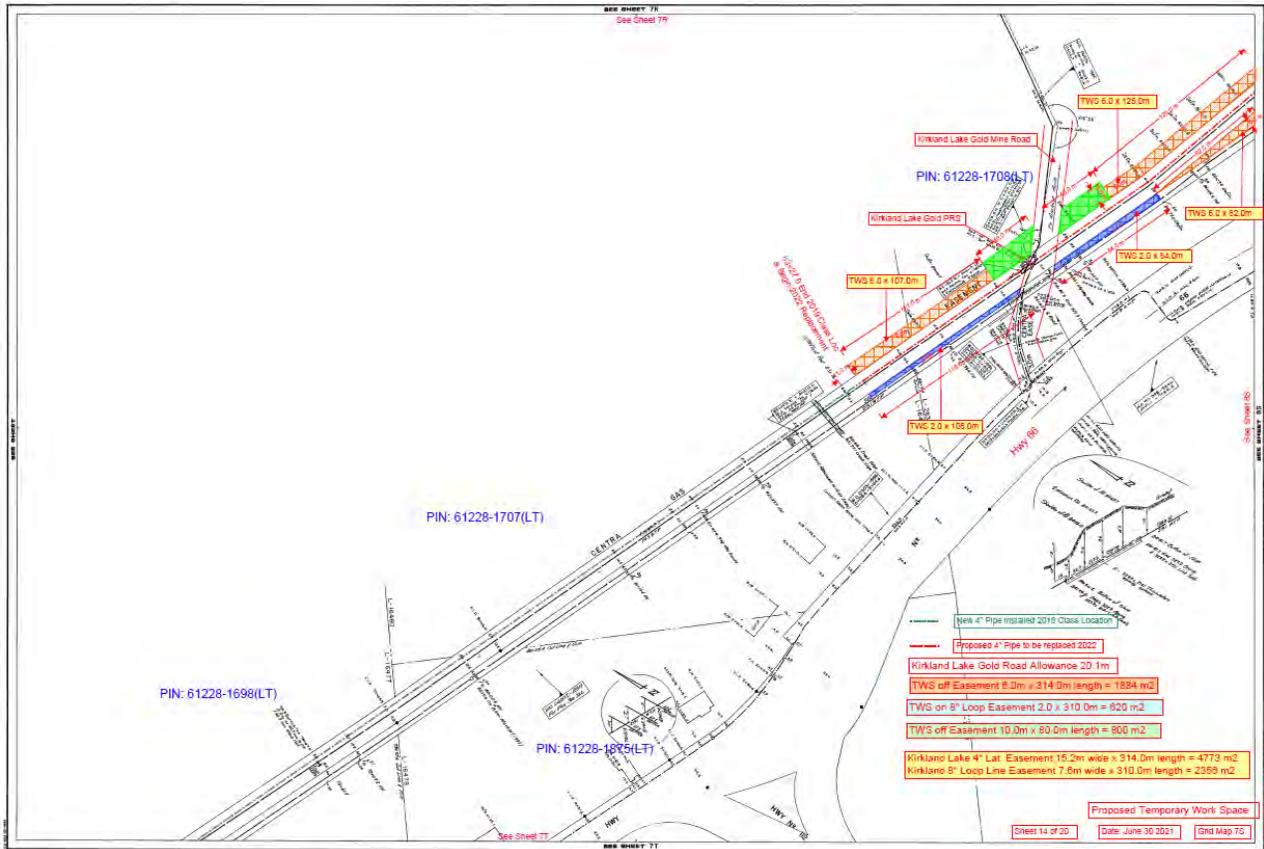
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 REGISTRY DESCRIPTION: PARCEL REGISTERED IN ACCORDANCE WITH THE LAND TITLES ACT, SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PARTITION INCLUDES ALL DOCUMENT TYPES (EXCEPT INSTRUMENTS NOT INCLUDED) **						
1121471	1959/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
1121472	1959/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
1124654	1997/05/19	NOTICE REMARKS: FORFEITURE			THE CORPORATION OF THE TOWN OF MIRLIND LAKE	C
1124627	1997/06/12	NOTICE REMARKS: FORFEITURE			THE CORPORATION OF THE TOWN OF MIRLIND LAKE	C
5463574	1990/12/07	PLAN REFERENCE				C
1121359	1991/11/19	TRANSFER EASEMENT			CENTEA GAS ONTARIO INC.	C

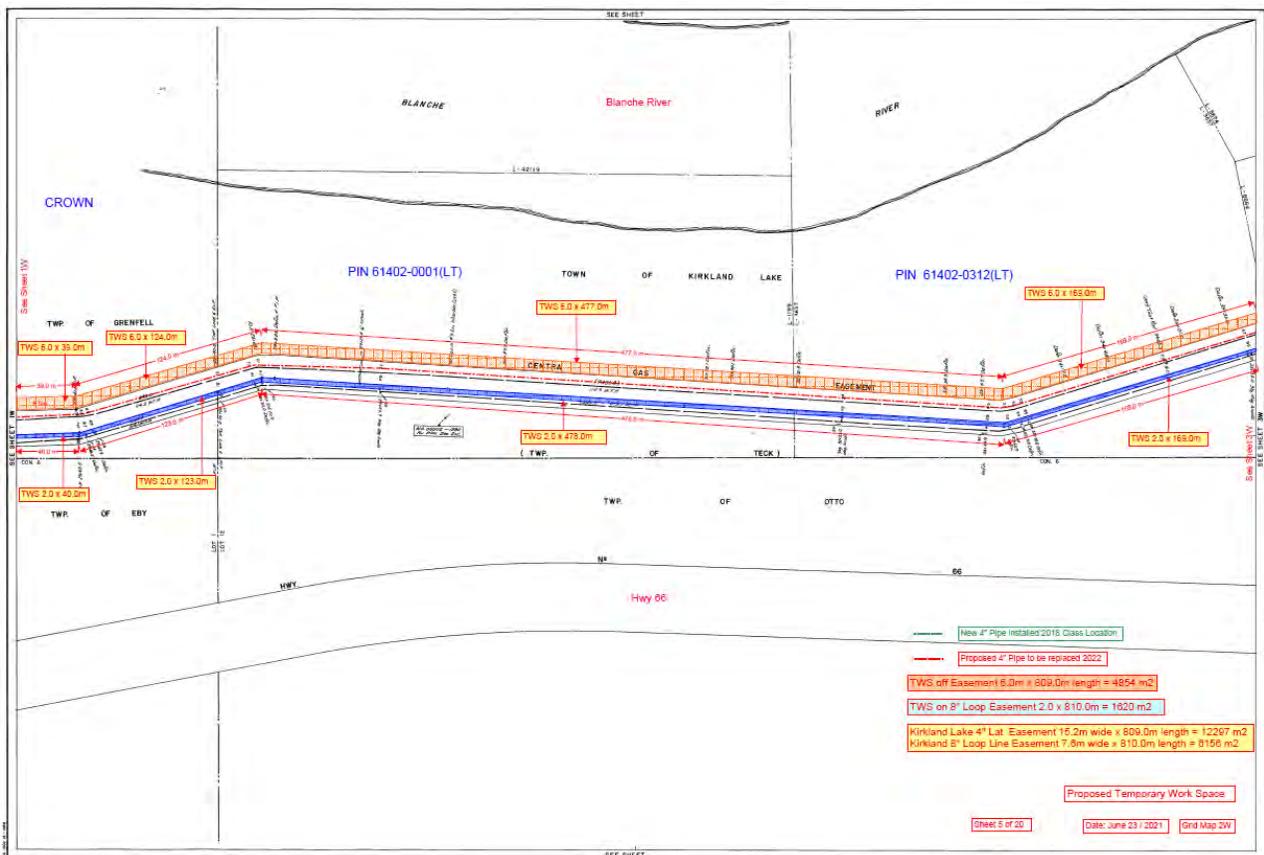
APPENDIX "B"

Sketch

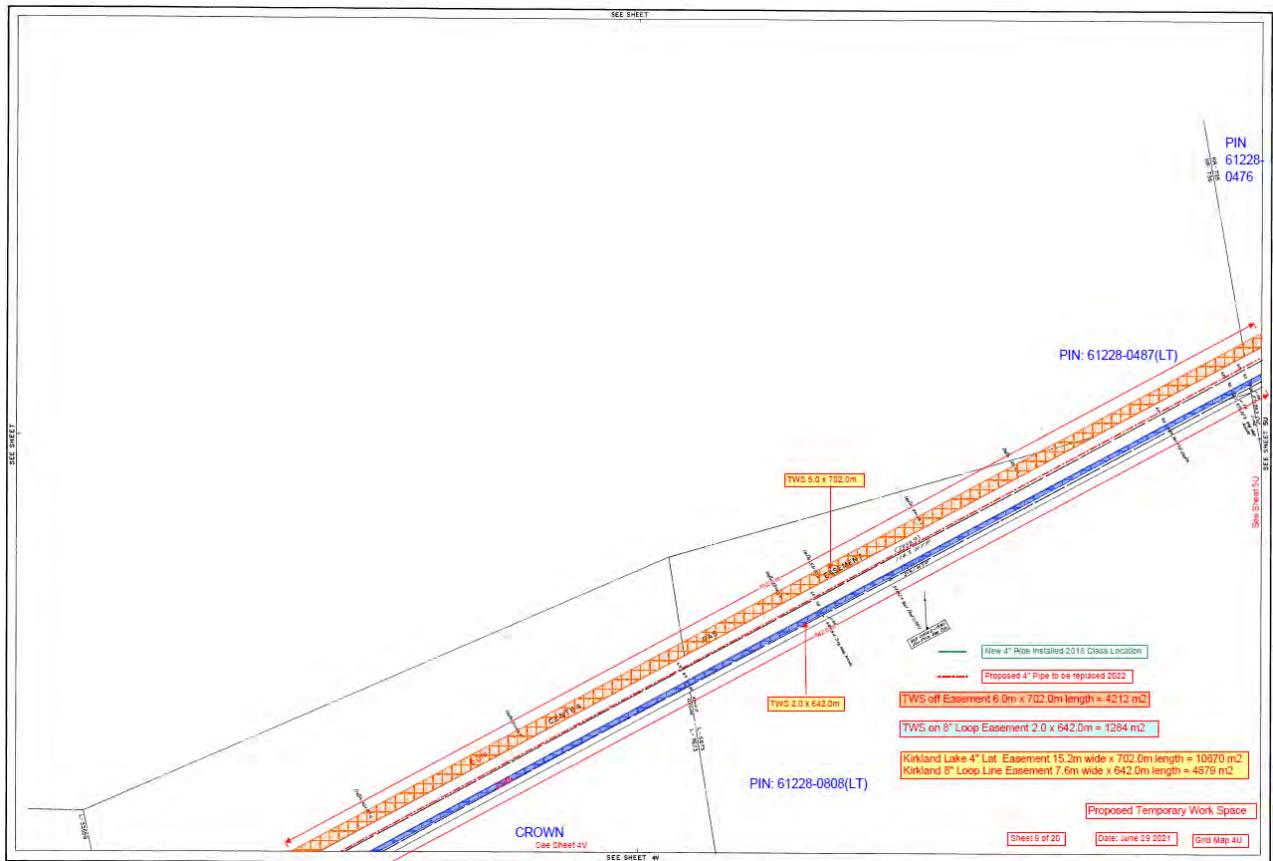
Shaft #3 Section - PIN 61402-0312(LT)



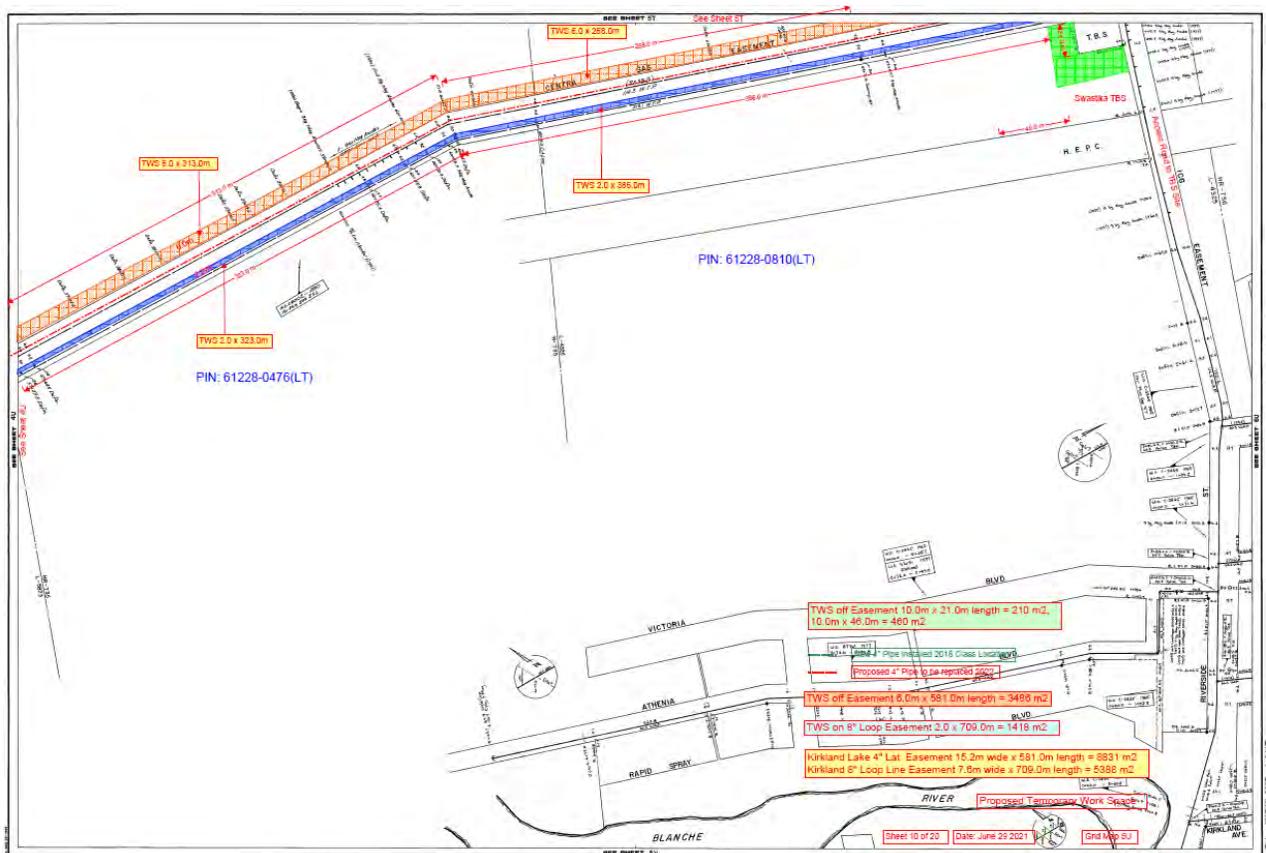
South Section – PIN 61402-0312(LT)



PIN: 61228-0487(LT)



PIN: 61228-0476(LT)



APPENDIX "C"

MAINTENANCE DIG AGREEMENT COMPENSATION

AGRICULTURAL LANDS:

On Easement Activities -

One time Crop Loss Payment Per Acre

*Note: Disturbed crop area will be measured following maintenance clean-up activities.
(Damage payment will be based upon the actual disturbed crop area)*

Minimum half acre payment will be applied (Actual is 0 acres) \$

Off Easement Activities –

Base fee of \$ per acre and First Year Crop Loss per acre

Minimum half acre payment will be applied (Actual is 0 acres) \$

SUBTOTAL \$

EXPLANATION OF CROP LOSS PAYMENTS

One-time Crop Loss Payment per Acre

First Year Crop Loss @ 100% \$

Second Year Crop Loss @ 75% \$

Third Year Crop Loss @ 50% \$

SUB TOTAL

One-Time Crop Loss is based upon a gross annual average return of \$1,000.00 /acre, with the value determined taking into account a three year crop rotation of wheat, soya beans & corn.

NOTE: Specialty crops assessed independently

Allowance of additional fertilizer; stone picking, disturbance and inconvenience \$

Total One-Time Crop Loss Payment Per Acre \$

NON-AGRICULTURAL LANDS:

On Easement Activities –

Area will be returned to its pre-existing condition as reasonably possible.

Damages only: \$

Off Easement Activities – Access, Temporary Land Use

Base fee of \$1,000 per month per PIN (4) x term of 2 months \$8,000

SUBTOTAL \$8,000

TOTAL PAYMENT DUE: \$8,000

Current/Proposed Crop:

MAINTENANCE DIG AGREEMENT

(hereinafter called the "Agreement")

BETWEEN **THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**
(hereinafter called the "Owner")

and

ENBRIDGE GAS INC.
(hereinafter called the "Company")

WHEREAS The Owner is the owner in fee simple of those lands and premises more particularly described as follows:

PIN: 61402-0949(LT)

Legal Description: MINING CLAIM L5687 TECK EXCEPT LT112346, PT 1, 2 TER24, PT 1 TER147, PT 7, 8, 9 TER516, PT 8, 9, 10, 11, 12, 13 54R4277, PT 2, 3, 4, 5, 6, 7 54R4653, PT 1 54R4432, PT 1, 2, 54R5238, PT 2, 3, 54R4321; PT 1 54R5190; S/T LT44663 TRANSFERRED BY LT82309; S/T LT121639, LT271353, KIRKLAND LAKE; DISTRICT OF TIMISKAMING SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 & 2, 54R-6029 AS IN DT64929

PIN: 61402-1033(LT)

Legal Description: PCL 3686 SEC TIM; MINING CLAIM L1355 TECK KIRKLAND LAKE; DISTRICT OF TIMISKAMING

PIN: 61402-0756(LT)

Legal Description: PCL 3685 SEC TIM; MINING CLAIM L1354 TECK EXCEPT PT 6 54R4277, S/T LT49156 TRANSFERRED BY LT82309; S/T LT121641, LT271358; KIRKLAND LAKE; DISTRICT OF TIMISKAMING

PIN: 61402-0755(LT)

Legal Description: PCL 5245 SEC CST; MINING CLAIM L6787 TECK EXCEPT PT 5 54R4277, S/T LT44266 TRANSFERRED BY LT82309; S/T LT121642, LT271357; KIRKLAND LAKE; DISTRICT OF TIMISKAMING

PIN: 61402-0753(LT)

Legal Description: PCL 1034 SEC TIM; MINING CLAIM 16620 TECK EXCEPT PT 2 54R4519, PT 4 54R4277, S/T LT44232 TRANSFER BY LT82309; S/T LT121643, LT271356; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 54R-6034 AS IN DT6493

as per the Owners Land's attached hereto as **APPENDIX 'A'**.

The Owner, or their predecessor in title, had previously granted an easement to the Company over a portion of the Lands, registered as Instrument Numbers LT121639, LT121640, LT121641, LT121642, and LT121643 (hereinafter called the "Easement") for the purpose of, including but not limited to, the installation and ongoing maintenance of a natural gas pipeline (hereinafter called the "Pipeline");

The Company requires access to the Pipeline to undertake various maintenance activities and in order to carry out these activities requires temporary land rights in addition to the land rights set out in the Easement over the Lands;

The Owner has agreed to grant the Company these additional rights upon the following terms and conditions:

In consideration of the sum of **Two Thousand Five Hundred...XX/100 Dollars (\$2,500.00)** (hereinafter called the "Consideration") payable by the Company to the Owner within thirty (30) days of signing this Agreement, the Owner hereby grants to the Company its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a portion of the lands, more particularly shown on the sketch attached hereto as **APPENDIX 'B'** (hereinafter called the "Land") and forming part of this Agreement, for any purpose incidental to, or that the Company may require in conjunction with, the maintenance activities of the Pipeline, and appurtenances on the Easement including, without limiting the generality of the foregoing, the right to make temporary openings in any fence, to remove any other object therein or thereon interfering with the free and full

enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

The Owner and the Company agree as follows:

1. The rights hereby granted, terminate on the **31st day of July 2023**.
2. The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted, more specifically attached hereto as **APPENDIX 'C'**.
3. As soon as reasonably possible after the construction, the Company at its own expense will level the said Land, remove all debris there from and in all respects, restore the Land to its former state so far as is reasonably possible, save and except for items in respect of which compensation is due under **APPENDIX 'C'**.
4. It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under this clause, to the extent to which such loss, damage or injury is caused or contributed to by the negligence or wilful misconduct of the Owner.
5. (a) The Company represents that it is registered for the purposes of the Harmonized Goods and Services Tax (hereinafter called "HST") in accordance with the applicable provisions in that regard and pursuant to the Excise Tax Act, (R.S.C., 1985, c. E-15), (hereinafter called "Excise Tax Act"), as amended.

(b) The Company shall undertake to self-assess the HST payable in respect of this transaction pursuant to subparagraphs 221(2) and 228(4) of the Excise Tax Act, and to remit and file a return in respect of HST owing as required under the said Act for the reporting period in which the HST in this transaction became payable.

(c) The Company shall indemnify and save harmless the Owner from and against any and all claims, liabilities, penalties, interest, costs and other legal expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by this Option. The Company's obligations under this Clause shall survive this Option.

Dated this ____ day of _____ 2021.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

ENBRIDGE GAS INC.

Derek Hewitt, Land Agent
Signature (Company)

Derek Hewitt, Land Agent

I have authority to bind the Corporation.

519-436-4673

Telephone Number (Enbridge Gas Inc.)

Additional Information: (if applicable):

Property Address:

HST Registration Number:

Site Specific Comments/Notes: 2022 pipeline replacement



ServiceOntario

LAND
REGISTRY
OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR dhewitt
ON 2021/03/19 AT 09:12:06



61402-0949 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

MINING CLAIM L5687 TECK EXCEPT L1113346, PT 1, 2, TER24, PT 1, TER147, PT 7, 8, 9, TER516, PT 8, 9, 10, 11, 12, 13, 54R4277, PT 2, 3, 4, 5, 6, 7, 54R4659, PT 1, 54R4432, PT 1, 2, 54R5238, PT 2, 3, 54R4321; PT 1, 54R5190; S/T L144663 TRANSFERRED BY L183309; S/T L1121639, L1271353, KIRKLAND LAKE; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 & 2, 54R-6029 AS IN DT64929

PROPERTY REMARKS:

CROWN GRANT SEE TF3392.

ESTATE/QUALIFIER:

REGENELL;
DIVISION FROM 61402-0943

FEE SIMPLE
ABSOLUTE

EIN CREATION DATE:
2009/02/23

OWNERS' NAMES:

CAPACITY SHARE

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
L144663	1927/06/01	TRANSFER EASEMENT REMARKS: AMENDED UNDER L148415			NORTHERN ONTARIO POWER COMPANY LIMITED	C
L183309	1945/03/27	NOTICE				C
L1121639	1958/10/20	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
L1184455	1975/05/08	CERTIFICATE REMARKS: FORFEITURE OF MINING RIGHTS				C
L1195712	1977/06/20	AFL (GENERAL)			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
L1196801	1977/08/24	EYLAW				C
54R3633	1991/03/08	PLAN REFERENCE				C
L1271353	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C
54R4321	1996/08/30	PLAN REFERENCE				C
L1304836	1999/01/27	NOTICE OF LEASE			ROSKO FORESTRY OPERATIONS LTD.	C
54R5190	2007/01/15	PLAN REFERENCE				C
54R5238	2007/06/25	PLAN REFERENCE				C
DT14090	2008/06/10	NOTICE OF LEASE		THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	1494718 ONTARIO LTD.	C
54R5322	2008/07/18	PLAN REFERENCE				C
DT17204	2008/12/11	NO DET/SURR LEASE			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C

APPENDIX "A"

Owner's Lands



LAND REGISTRY OFFICE #54

61402-0949 (LT)



PAGE 2 OF 2
PREPARED FOR dbewitt
ON 2021/03/19 AT 09:12:06

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
	REMARKS: RE: D114090 - COMPLETE SURRENDER AS TO FIN 61402-0945 AND PARTIAL SURRENDER AS TO FIN 61402-0943 (EXCEPT PT 1 PL 54R-5322)					
D161473	2017/11/23	NO SEC INTEREST	\$500,000	KIRKLAND & DISTRICT COMMUNITY DEVELOPMENT CORPORATION		C
D161474	2017/11/23	NO SEC INTEREST	\$800,000	TEMISKAMING DEVELOPMENT FUND CORPORATION		C
54R6029	2018/03/08	PLAN REFERENCE				C
D164929	2018/10/04	TRANSFER EASEMENT	\$1,000	THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	HYDRO ONE NETWORKS INC.	C

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *



Ontario

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LAND REGISTRY OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1



PREPARED FOR dhw:itt
ON 2021/03/19 AT 09:12:38

61402-0756 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 3685 SEC 11M; MINING CLAIM L1354 TECK EXCEPT PT 6 54R4277, S/T LT49156 TRANSFERRED BY LT82309; S/T LT121641, LT271358; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE IP2387.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

EIN CREATION DATE:
2005/05/24

OWNERS' NAMES
THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERY/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT49156	1925/08/13	TRANSFER EASEMENT REMARKS: SKETCH ATTACHED.			NORTHERN ONTARIO POWER COMPANY LIMITED	C
LT82309	1945/03/27	NOTICE				C
LT121641	1959/10/20	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT184455	1975/05/08	CERTIFICATE REMARKS: FORFEITURE OF MINING RIGHTS				C
LT195708	1977/06/20	APL (GENERAL)			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
LT196801	1977/08/24	BYLAW				C
54R3632	1991/03/08	PLAN REFERENCE				C
LT271358	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #54

61402-0755 (LI)

PAGE 1 OF 1
PREPARED FOR dhevitt
ON 2021/03/19 AT 09:13:12



* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 5245 SEC 05T; MINING CLAIM L6787 TECK EXCEPT PT 5 54R4277, S/T L744266 TRANSFERRED BY LT82309; S/T LT121642, LT271357; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE TP6052.

ESRIE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

FIN CREATION DATE:
2005/05/24

OWNERS' NAMES
THE CORPORATION OF THE TOWN OF KIRKLAND LAKE BENO

CREACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT44266	1927/03/31	TRANSFER EASEMENT REMARKS: SKETCH ATTACHED.			NORTHERN ONTARIO POWER COMPANY LIMITED	C
LT82309	1945/03/27	NOTICE				C
LT121642	1958/10/20	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT184455	1975/05/08	CERTIFICATE REMARKS: FORFEITURE OF MINING RIGHTS				C
LT185711	1977/06/20	APL (GENERAL)			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
LT186801	1977/08/24	BYLAW				C
54R3632	1991/03/08	PLAN REFERENCE				C
LT271357	1991/11/19	TRANSFER EASEMENT			CENIRA GAS ONTARIO INC.	C



LAND REGISTRY OFFICE #54



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER



PAGE 1 OF 1
PREPARED FOR dhenwitt
ON 2021/03/19 AT 09:13:41

61402-0753 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 1034 SEC 11M; MINING CLAIM 16620 TECK EXCEPT PT 2 54R4519, PT 4 54R4277, S/T LT44232 TRANSFER BY LT62309; S/T LT121643, LT271356; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 54R-6034 AS IN DT64930

PROPERTY REMARKS: CROWN GRANT SEE IP615.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE

RECENTLY: FIRST CONVERSION FROM BOOK

FIN CREATION DATE: 2005/05/24

OWNERS' NAMES: THE CORPORATION OF THE TOWN OF KIRKLAND LAKE BENO

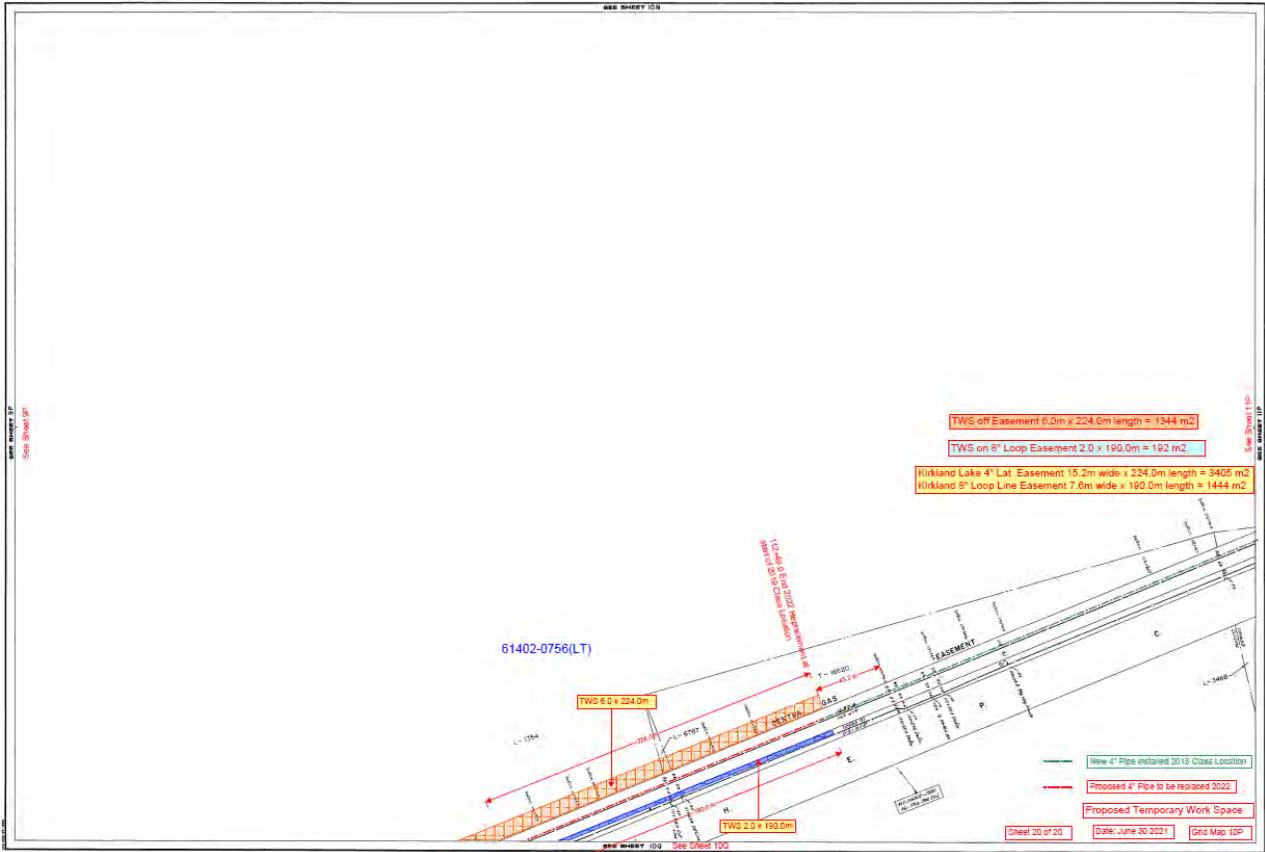
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT44232	1927/03/25	TRANSFER EASEMENT			NORTHERN POWER COMPANY LIMITED	C
	REMARKS: SKETCH ATTACHED. AMENDED UNDER LT48415					
LT62309	1945/03/27	NOTICE				C
LT121643	1958/10/20	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT195706	1977/06/20	APL (GENERAL)			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
LT196801	1977/08/24	BYLAW				C
54R3632	1991/03/08	PLAN REFERENCE			CENPA GAS ONTARIO INC.	C
LT271356	1991/11/19	TRANSFER EASEMENT				C
54R4519	1998/06/05	PLAN REFERENCE				C
54R6034	2018/04/30	PLAN REFERENCE	\$74			C
DT64930	2018/10/04	TRANSFER EASEMENT	\$1,250	THE CORPORATION OF THE TOWN OF KIRKLAND LAKE		C
DT66546	2019/02/28	NOTICE OF LEASE	\$2	THE CORPORATION OF THE TOWN OF KIRKLAND LAKE		C
DT68398	2019/05/15	NO CHARGE LEASE	\$6,000,000	THE TOWN OF KIRKLAND LAKE SOLAR INC.	THE TORONTO-DOMINION BANK	C
	REMARKS: DT66546.					

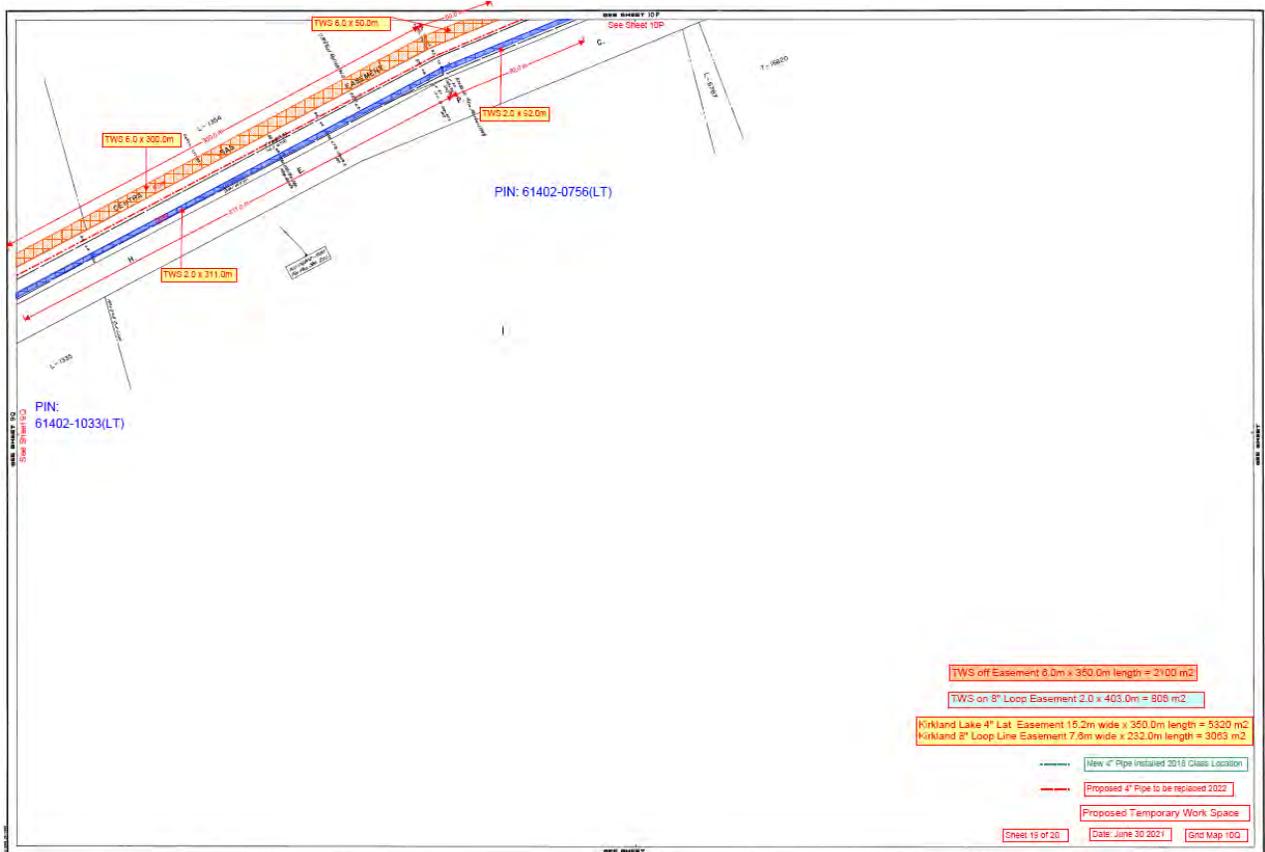
APPENDIX "B"

Sketch

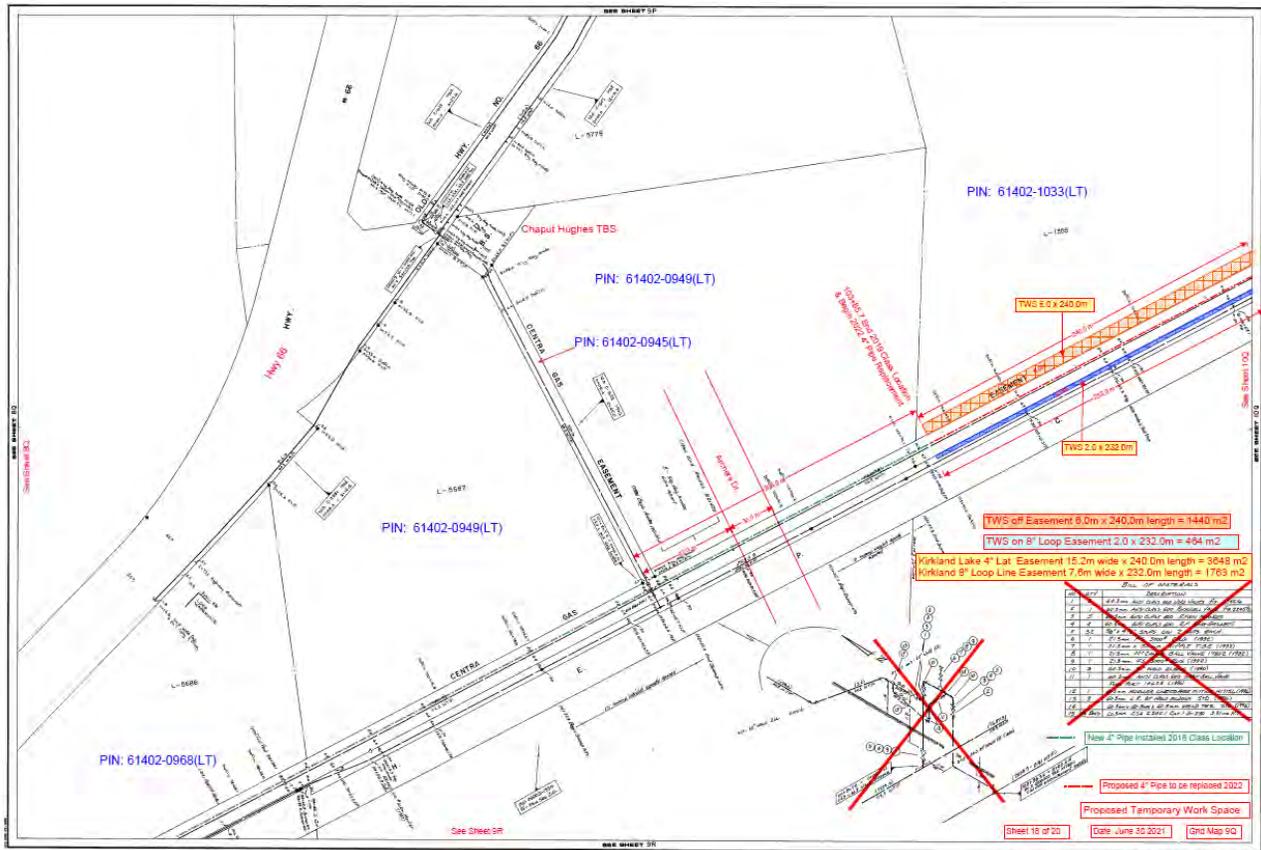
(Sheet 20 of 20) PIN 61402-0756



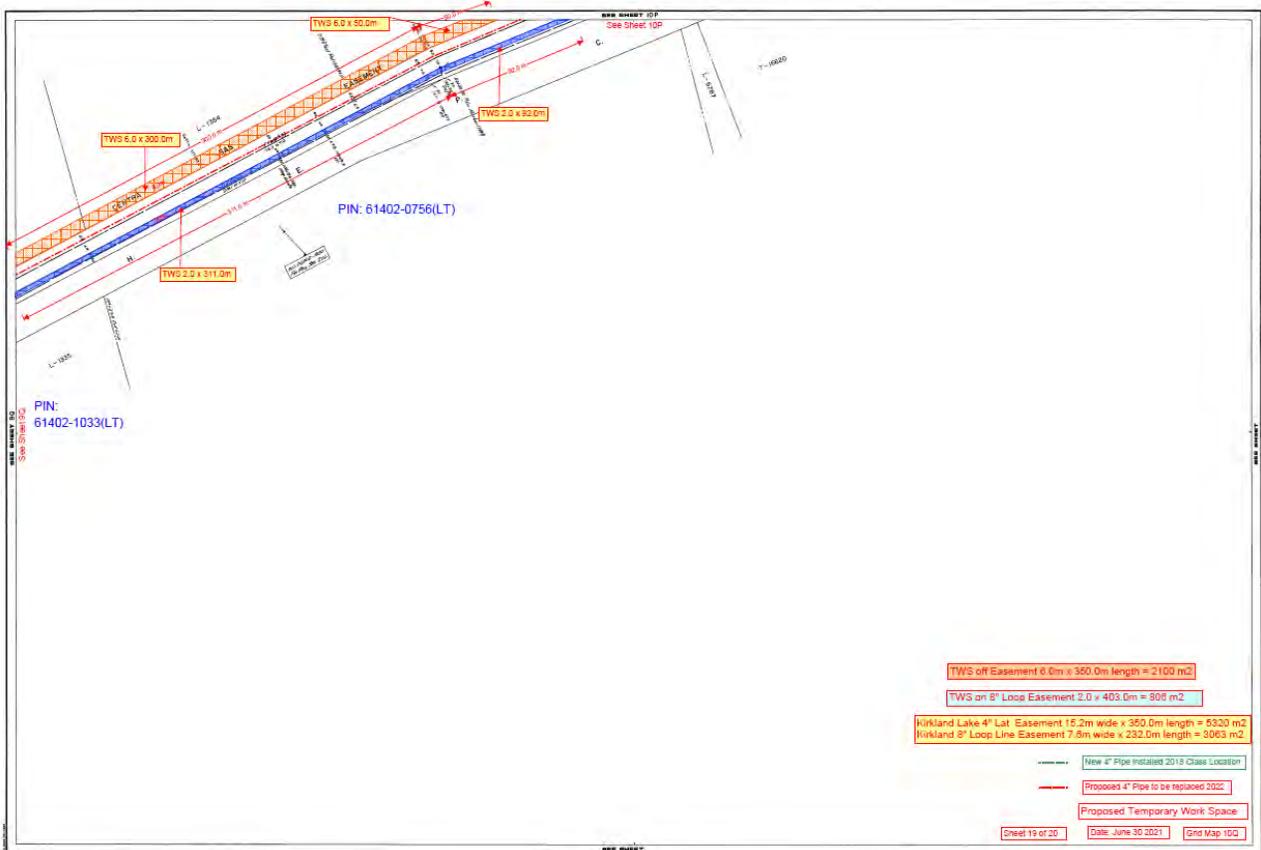
PIN: 61402-1033(LT)



PINs: 61402-0949(LT), 61402-0949(LT) and 61402-1033(LT)



PINs: 61402-1033(LT) and 61402-0756(LT)



APPENDIX "C"

MAINTENANCE DIG AGREEMENT COMPENSATION

AGRICULTURAL LANDS:

On Easement Activities -

One time Crop Loss Payment Per Acre

*Note: Disturbed crop area will be measured following maintenance clean-up activities.
(Damage payment will be based upon the actual disturbed crop area)*

Minimum half acre payment will be applied (Actual is 0 acres) \$

Off Easement Activities –

Base fee of \$ per acre and First Year Crop Loss per acre

Minimum half acre payment will be applied (Actual is 0 acres) \$

SUBTOTAL \$

EXPLANATION OF CROP LOSS PAYMENTS

One-time Crop Loss Payment per Acre

First Year Crop Loss @ 100% \$

Second Year Crop Loss @ 75% \$

Third Year Crop Loss @ 50% \$

SUB TOTAL

One-Time Crop Loss is based upon a gross annual average return of \$1,000.00 /acre, with the value determined taking into account a three year crop rotation of wheat, soya beans & corn.

NOTE: Specialty crops assessed independently

Allowance of additional fertilizer; stone picking, disturbance and inconvenience \$

Total One-Time Crop Loss Payment Per Acre \$

NON-AGRICULTURAL LANDS:

On Easement Activities –

Area will be returned to its pre-existing condition as reasonably possible.

Damages only: \$

Off Easement Activities – Access, Temporary Land Use

Base fee of \$1,000 per month per PIN (5) x term of 2 months \$10,000

SUBTOTAL \$10,000

TOTAL PAYMENT DUE: \$10,000

Current/Proposed Crop:

MAINTENANCE DIG AGREEMENT

(hereinafter called the "Agreement")

BETWEEN **THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**
(hereinafter called the "Owner")

and

ENBRIDGE GAS INC.
(hereinafter called the "Company")

WHEREAS The Owner is the owner in fee simple of those lands and premises more particularly described as follows:

PIN: 61228-0810(LT)

Legal Description: PCL 8849 SEC CST; MINING CLAIM L4325 TECK SRO EXCEPT PT 1 TER310; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT44781 TRANSFERRED BY LT82309; S/T LT147544, LT271355; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-1682(LT)

Legal Description: PCL 8279 SEC CST; MINING CLAIM HR756 TECK SRO EXCEPT LT67076, EXCEPTING THE ROW OF NIPISSING CENTRAL RAILWAY: S/T LT44738 TRANSFERRED BY LT82309; S/T LT121473, LT271365; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-1696(LT)

Legal Description: PCL 8278 SEC CST; MINING CLAIM HR757 TECK SRO W OF E LIMIT OF HWY 66 EXCEPT LT67076, LT112346, EXCEPTING THE ROW OF NIPISSING CENTRAL RAILWAY; S/T LT44737 TRANSFERRED BY LT82309; S/T LT121474, LT271364; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-1697(LT)

Legal Description: PCL 8286 SEC CST; MINING CLAIM L6866 TECK SRO; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN: S/T LT44739 TRANSFERRED BY LT82309; S/T LT121475, LT271366; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PIN: 61228-1698(LT)

Legal Description: PCL 8265 SEC CST; MINING CLAIM 16477 TECK EXCEPT SRO AS IN LT73491, LT112346, LT119478, LT126255, MRO AS IN LT161738 W OF HWY 66; S/T LT47203 TRANSFERRED BY LT82309; S/T LT121476, LT271367; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

as per the Owners Land's attached hereto as **APPENDIX 'A'**.

The Owner, or their predecessor in title, had previously granted an easement to the Company over a portion of the Lands, registered as Instrument Number LT122530, LT121473, LT121474, LT121475 and LT121476 (hereinafter called the "Easement") for the purpose of, including but not limited to, the installation and ongoing maintenance of a natural gas pipeline (hereinafter called the "Pipeline");

The Company requires access to the Pipeline to undertake various maintenance activities and in order to carry out these activities requires temporary land rights in addition to the land rights set out in the Easement over the Lands;

The Owner has agreed to grant the Company these additional rights upon the following terms and conditions:

In consideration of the sum of **Two Thousand Five Hundred...XX/100 Dollars (\$2,500.00)** (hereinafter called the "Consideration") payable by the Company to the Owner within thirty (30) days of signing this Agreement, the Owner hereby grants to the Company its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a portion of the lands, more particularly shown on the sketch attached hereto as **APPENDIX 'B'** (hereinafter called the "Land") and forming part of this Agreement, for any purpose incidental to, or that the Company may require in conjunction with, the maintenance activities of the Pipeline, and appurtenances on the Easement including, without limiting the generality of the foregoing, the right to make temporary

openings in any fence, to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

The Owner and the Company agree as follows:

1. The rights hereby granted, terminate on the **31st day of July, 2023.**
2. The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted, more specifically attached hereto as **APPENDIX 'C'**.
3. As soon as reasonably possible after the construction, the Company at its own expense will level the said Land, remove all debris there from and in all respects, restore the Land to its former state so far as is reasonably possible, save and except for items in respect of which compensation is due under **APPENDIX 'C'**.
4. It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under this clause, to the extent to which such loss, damage or injury is caused or contributed to by the negligence or wilful misconduct of the Owner.
5. (a) The Company represents that it is registered for the purposes of the Harmonized Goods and Services Tax (hereinafter called "HST") in accordance with the applicable provisions in that regard and pursuant to the Excise Tax Act, (R.S.C., 1985, c. E-15), (hereinafter called "Excise Tax Act"), as amended.

(b) The Company shall undertake to self-assess the HST payable in respect of this transaction pursuant to subparagraphs 221(2) and 228(4) of the Excise Tax Act, and to remit and file a return in respect of HST owing as required under the said Act for the reporting period in which the HST in this transaction became payable.

(c) The Company shall indemnify and save harmless the Owner from and against any and all claims, liabilities, penalties, interest, costs and other legal expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by this Option. The Company's obligations under this Clause shall survive this Option.

Dated this ____ day of _____ 2021.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

Signature (Owner)

Print Name(s) (and position held if applicable)
I have authority to bind the Corporation.

3 Kirkland St., Postal Bag 1757
Kirkland Lake, ON P2N 3P4

Address (Owner)

ENBRIDGE GAS INC.

Signature (Company)

Derek Hewitt, Land Agent

I have authority to bind the Corporation.

519-436-4673

Telephone Number (Enbridge Gas Inc.)

Additional Information (if applicable):

Property Address:

HST Registration Number:

Site Specific Comments/Notes: 2022 pipeline replacement



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LAND REGISTRY OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1
PREPARED FOR dhrwitt
ON 2021/03/19 AT 09:07:36



61228-0810 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 8849 SEC CST; MINING CLAIM L4925 TECK SRO EXCEPT PT 1 TER310; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT147544, LT271355; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE TP2167.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/06/20

OWNERS' NAMES:
THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

CAPACITY SHARE:
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT44781	1927/06/27	TRANSFER EASEMENT			THE HYDRO ELECTRIC POWER COMMISSION OF ONTARIO	C
		REMARKS: SKETCH ATTACHED.				
LT92309	1945/03/27	NOTICE				C
LT122530	1959/01/22	ORDER				C
		REMARKS: AUTHORIZING EXPROPRIATION				
TER310	1966/04/04	PLAN REFERENCE				C
LT147544	1966/04/25	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT245664	1987/05/19	NOTICE			THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	C
		REMARKS: FORFEITURE				
54R3657	1991/04/22	PLAN REFERENCE				C
LT271355	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C
D193	1992/09/25	PLAN BOUNDARIES ACT				C
		REMARKS: LT275124, BA2553				



LAND
REGISTRY
OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1
PREPARED FOR dhs=mitt
ON 2021/03/23 AT 08:09:18



61228-1682 (LI)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 8279 SEC CST; MINING CLAIM HR756 TECK SRO EXCEPT LT67076, EXCEPTING THE ROW OF NIPISSING CENTRAL RAILWAY; S/T LT44738 TRANSFERRED BY LT82309; S/T LT121473, LT271365; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS: CROWN GRANT SEE IP3675.

ESTATE/QUALIFIER: RECENTLY:
FEE SIMPLE FIRST CONVERSION FROM BOOK
ABSOLUTE

OWNERS' NAMES: CAPACITY SHARE
THE CORPORATION OF THE TOWNSHIP OF TECK BEMO

FIN CREATION DATE:
2005/06/20

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
LT44738	1947/06/18	TRANSFER EASEMENT			NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED	C
	REMARKS: SKETCH ATTACHED.					
LT92309	1945/03/27	NOTICE				C
LT112706	1955/11/30	TRANSFER	\$1		THE CORPORATION OF THE TOWNSHIP OF TECK	C
LT121473	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
54R3663	1991/04/26	PLAN REFERENCE				C
LT271365	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C



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LAND REGISTRY OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1

PREPARED FOR dhwitt

ON 2021/03/19 AT 09:08:13



61228-1696 (LI)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

PCL 8278 SEC CST; MINING CLAIM HR757 TECK SRO W OF E LIMIT OF HWY 66 EXCEPT LT67076, LT112346, EXCEPTING THE ROW OF NIPISSING CENTRAL RAILWAY; S/T LT44737 TRANSFERRED BY LT82309; S/T LT121474, LT271364; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS:

CROWN GRANT SEE IP3648.

ESTATE/QUALIFIER:

FEE SIMPLE ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

EIN CREATION DATE:

2005/06/20

OWNERS' NAMES

THE CORPORATION OF THE TOWNSHIP OF TECK

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
LT44737	1927/06/18	TRANS RIGHT OF WAY REMARKS: SKETCH ATTACHED.			NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED	C
LT82309	1945/03/27	NOTICE				C
LT112706	1955/11/30	TRANSFER	\$1		THE CORPORATION OF THE TOWNSHIP OF TECK	C
LT121474	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
5483663	1991/04/26	PLAN REFERENCE				C
LT271364	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C



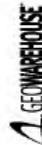
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LAND
REGISTRY
OFFICE #54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1

PREPARED FOR dbewitt
ON 2021/03/19 AT 09:09:33



61228-1667 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TILES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

ECL 8286 SEC CST; MINING CLAIM L6866 TECK SRO; RESERVING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/Y LT44739 TRANSFERRED BY LT22309; S/Y LT121475, LT271366; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS:

CROWN GRANT SEE TP3677.

ESTATE/QUALIFIER:

RECENTLY:
FIRST CONVERSION FROM BOOK

FEE SIMPLE
ABSOLUTE

OWNERS' NAMES

THE CORPORATION OF THE TOWNSHIP OF TECK

CAPACITY SHARE
BENO

EIN CREATION DATE:
2005/06/20

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT44739	1927/06/18	TRANS RIGHT OF WAY REMARKS: SKETCH ATTACHED.			NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED	C
LT2309	1945/03/27	NOTICE			THE CORPORATION OF THE TOWNSHIP OF TECK	C
LT112706	1955/11/30	TRANSFER	\$1		NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
LT121475	1958/10/03	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C
54R3663	1991/04/26	PLAN REFERENCE				C
LT271366	1991/11/19	TRANSFER EASEMENT				C



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LAND REGISTRY OFFICE #54

FARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER



PAGE 1 OF 1
PREPARED FOR dhwatt
ON 2021/03/19 AT 09:08:50

61228-1698 (LI)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

PCL 8265 SEC GST; MINING CLAIM 16477 TECK EXCEPT SRO AS IN LT73491, LT112346, LT115478, MRO AS IN LT161738 W OF HWY 667, S/T LT47203
TRANSFERRED BY LT62309; S/I LT121476, LT271367; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING

PROPERTY REMARKS:

CROWN GRANT SEE TP564.

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

FIN CREATION DATE:

2005/06/20

OWNERS' NAMES

THE CORPORATION OF THE TOWNSHIP OF TECK

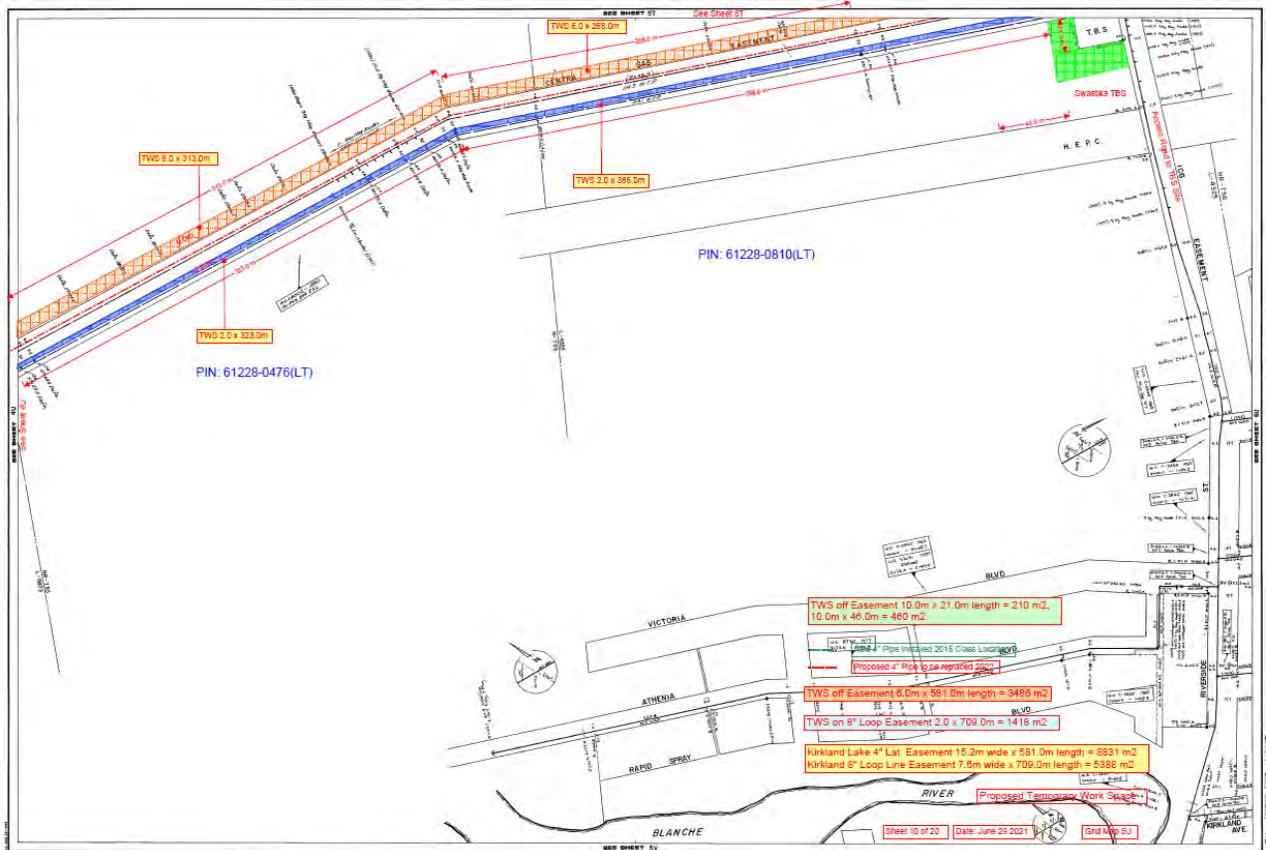
CAPACITY: SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
LT47203	1948/09/04	TRANSFER EASEMENT REMARKS: SKETCH ATTACHED.			NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED	C
LT62309	1945/03/27	NOTICE				C
LT111797	1955/08/19	TRANSFER	\$1		THE CORPORATION OF THE TOWNSHIP OF TECK	C
LT121476	1958/10/03	TRANSFER EASEMENT			NORTHERN ONTARIO NATURAL GAS COMPANY LIMITED	C
54R2234	1980/02/04	PLAN REFERENCE				C
54R3668	1991/05/07	PLAN REFERENCE				C
LT271367	1991/11/19	TRANSFER EASEMENT			CENTRA GAS ONTARIO INC.	C

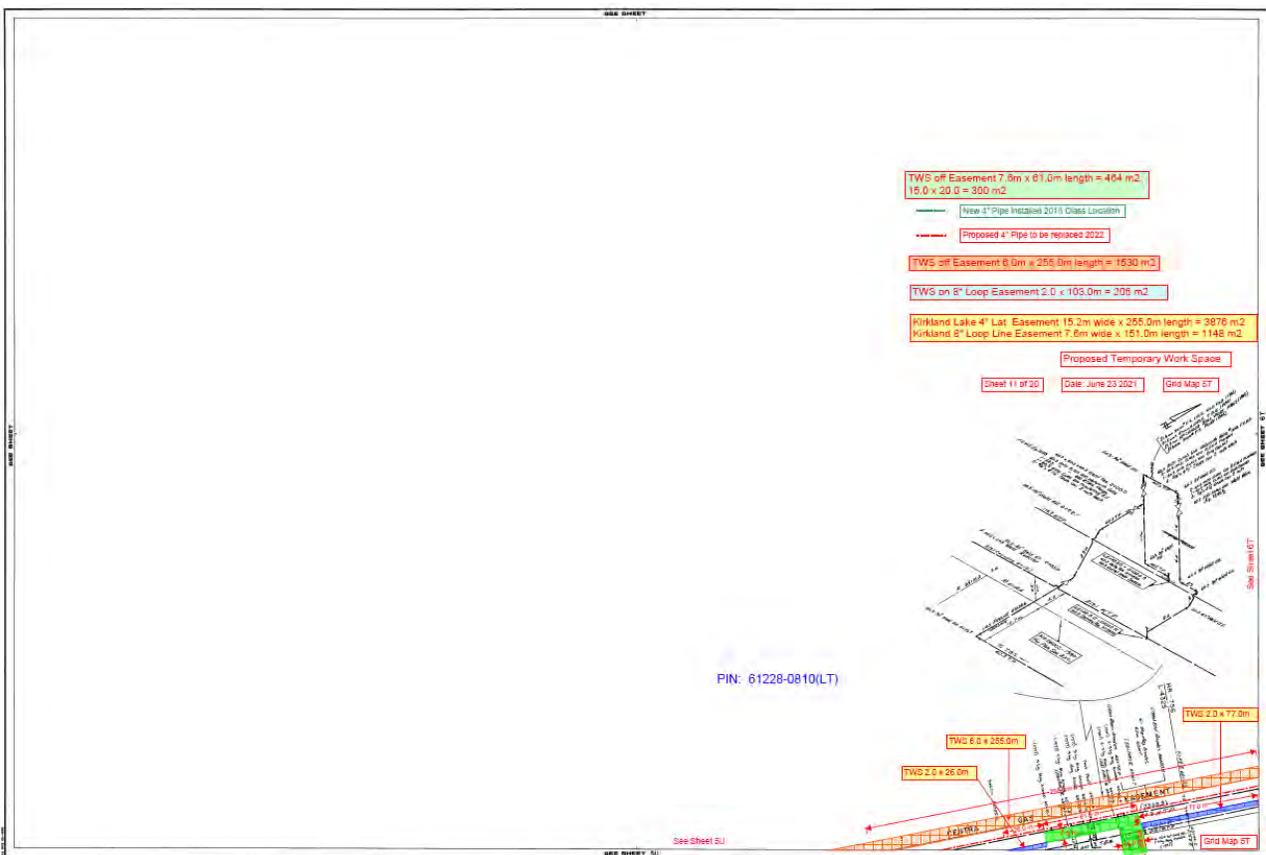
APPENDIX "B"

Sketch

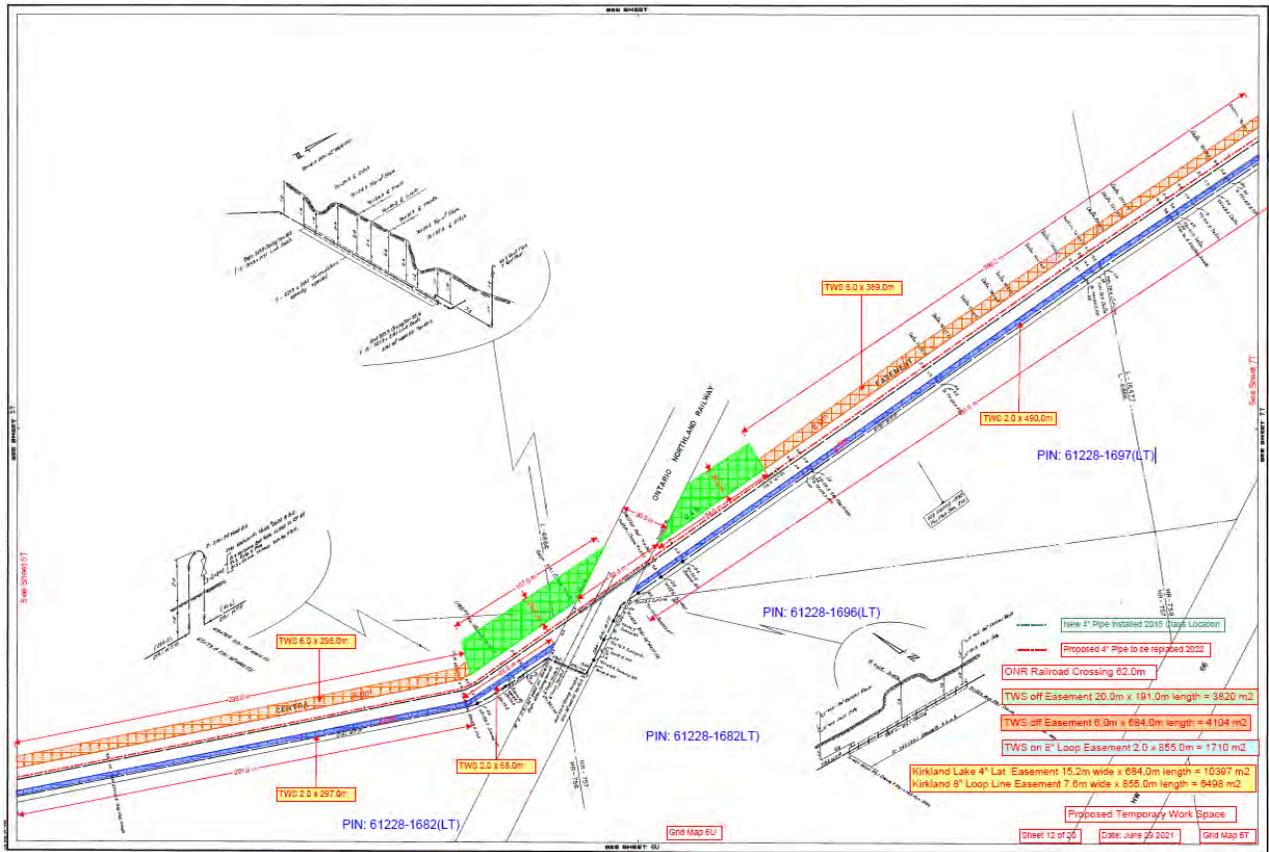
PIN: 61228-0810(LT)



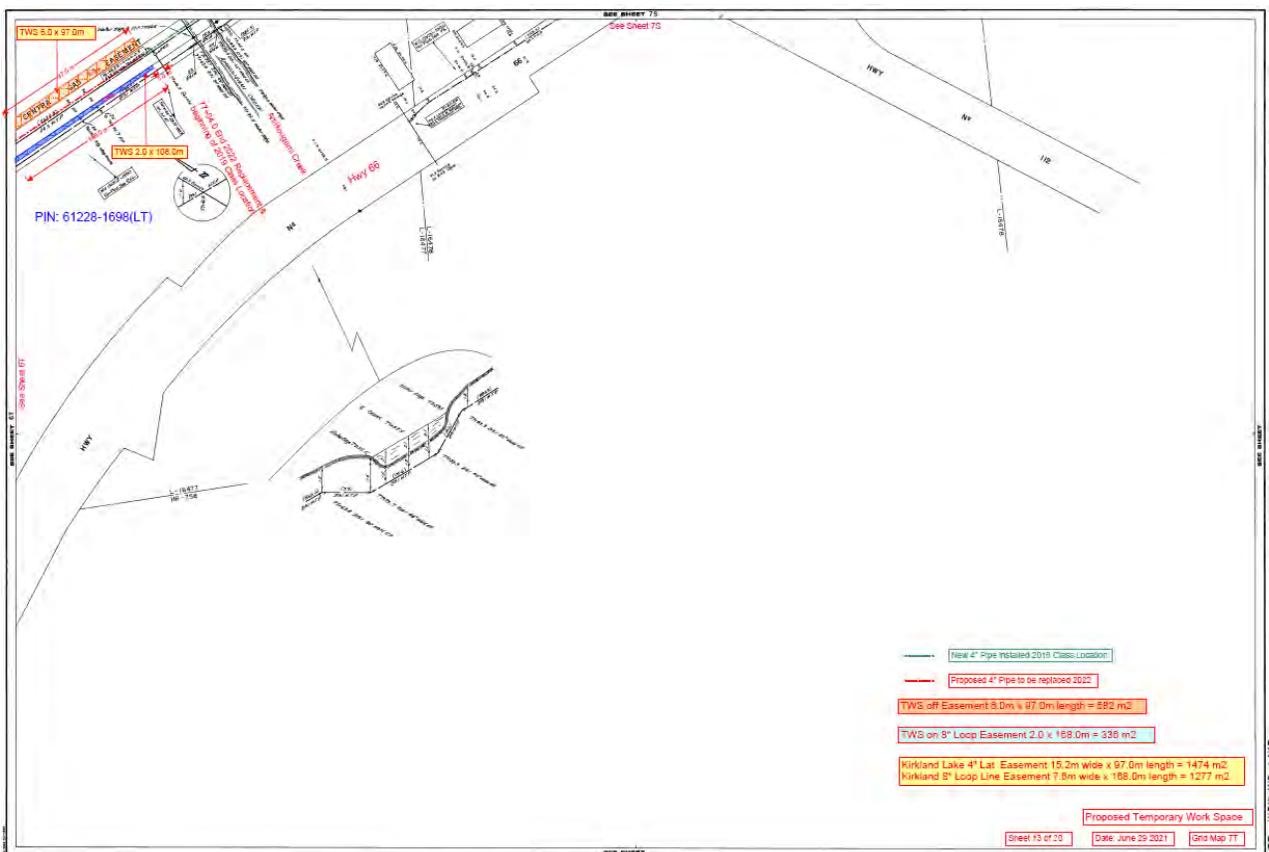
PIN: 61228-0810(LT)



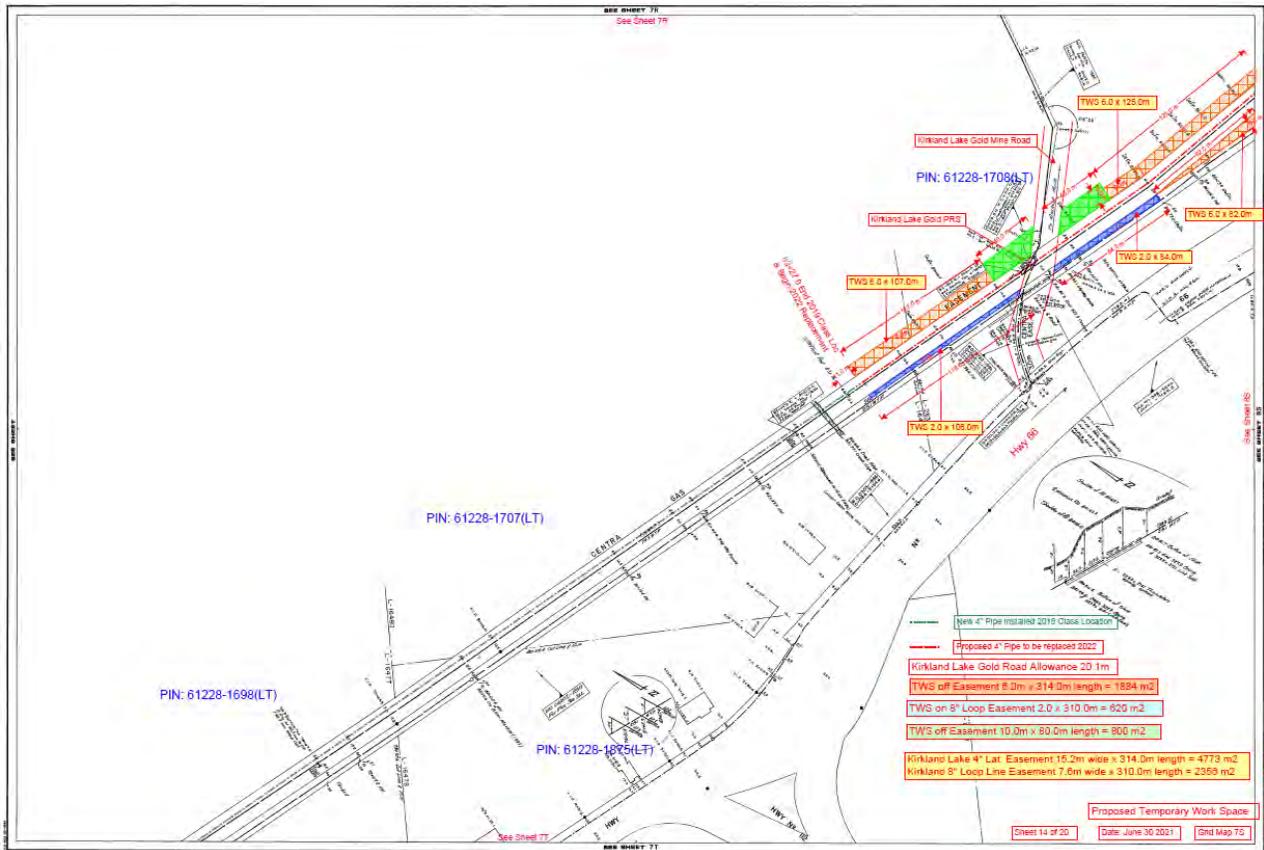
PINs: 61228-1682(LT), 61228-1696(LT) and 61228-1697(LT)



PIN: 61228-1698(LT)



PIN 61228-1698(LT)



APPENDIX "C"

MAINTENANCE DIG AGREEMENT COMPENSATION

AGRICULTURAL LANDS:

On Easement Activities -

One time Crop Loss Payment Per Acre

*Note: Disturbed crop area will be measured following maintenance clean-up activities.
(Damage payment will be based upon the actual disturbed crop area)*

Minimum half acre payment will be applied (Actual is 0 acres) \$

Off Easement Activities –

Base fee of \$ per acre and First Year Crop Loss per acre

Minimum half acre payment will be applied (Actual is 0 acres) \$

SUBTOTAL \$

EXPLANATION OF CROP LOSS PAYMENTS

One-time Crop Loss Payment per Acre

First Year Crop Loss @ 100% \$

Second Year Crop Loss @ 75% \$

Third Year Crop Loss @ 50% \$

SUB TOTAL

One-Time Crop Loss is based upon a gross annual average return of \$1,000.00 /acre, with the value determined taking into account a three year crop rotation of wheat, soya beans & corn.

NOTE: Specialty crops assessed independently

Allowance of additional fertilizer; stone picking, disturbance and inconvenience \$

Total One-Time Crop Loss Payment Per Acre \$

NON-AGRICULTURAL LANDS:

On Easement Activities –

Area will be returned to its pre-existing condition as reasonably possible.

Damages only: \$

Off Easement Activities – Access, Temporary Land Use

Base fee of \$1,000.00 per month per PIN (5) x term of 2 months \$10,000

SUBTOTAL \$10,000

TOTAL PAYMENT DUE: \$10,000

Current/Proposed Crop:



KIRKLAND LAKE
THE RIGHT ENVIRONMENT

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 21-077

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS
REGULAR MEETING HELD SEPTEMBER 21, 2021**

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 **THAT** 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 **THAT** 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 **THAT** 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 **THAT** 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 21st DAY
OF SEPTEMBER, 2021.**

Pat Kiely, Mayor

Meagan Elliott, Clerk