

# AGENDA

# **Regular Council Meeting**

Tuesday, May 17, 2022 4:40 PM Council Chambers/Zoom

Council Chambers is open for public attendance at Council Meetings. Please visit the <u>TKL YouTube Channel</u> for the live-stream of the meeting.

We acknowledge that the Town of Kirkland Lake is located on the traditional territories of the Anishinabewaki くっいういくでした。 Cree, and Omàmìwininìwag (Algonquin) peoples and other Indigenous peoples whose presence continues to enrich our vibrant community today. We recognize and offer our gratitude for their care and teachings about the earth and culture, we honour those teachings through our interactions today and every day hereafter. We thank them for sharing this land with us. We commit to ongoing learnings about how cultural identity is celebrated, represented and honoured as well as the inclusion of indigenous perspectives through action. Miigwetch — Thank you.

#### 1. CALL TO ORDER AND MOMENT OF SILENCE

#### 2. APPROVAL OF THE AGENDA

RECOMMENDATION:

**BE IT RESOLVED THAT** the Agenda for the Regular Meeting of Council held on May 17, 2022 be approved as circulated.

- 3. DECLARATION OF PECUNIARY INTEREST
- 4. PETITIONS AND DELEGATIONS
- 5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS
- 5.1. Minutes KL Economic Development Committee January 26, 2022

Minutes - Regular Council - May 3, 2022

Minutes - Special Council - May 5, 2022

Minutes - KL Police Services Board - October 13, 2021

Minutes - KL Police Services Board (SP) - March 24, 2022

RECOMMENDATION:

#### **BE IT RESOLVED THAT** Council approve the following:

- Minutes of the Kirkland Lake Economic Development Committee held January 26, 2022;
- Minutes of the Regular Meeting of Council held May 3, 2022; and
- Minutes of the Special Meeting of Council held May 5, 2022.

#### RECOMMENDATION:

#### **BE IT RESOLVED THAT** Council receive the following:

- Minutes of the Regular Meeting of the Kirkland Lake Police Services Board held October 13, 2021; and
- Minutes of the Special Meeting of the Kirkland Lake Police Services Board held March 24, 2022.

#### 6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. Supply, Delivery and Installation of Indoor Arena Dasher Boards at the Joe Mavrinac Community Complex Arena (Request for Proposal No. 577-22-RFP)

Bonnie Sackrider, Director of Community Services

2022-CS-08 Supply, Delivery and Installation of Indoor Arena Dasher Boards at the JMCC Arena

#### RECOMMENDATION:

BE IT RESOLVED THAT Memorandum Number 2022-CS-008 entitled "Supply, Delivery and Installation of Indoor Arena Dasher Boards at the Joe Mavrinac Community Complex Arena (Request for Proposal No. 577-22-RFP)" be received; AND THAT Council approve the award of a contract to Sound Barriers – a Division of 1466147 Ontario Inc., for the supply, delivery and installation of indoor arena dasher boards at the Joe Mavrinac Community Complex Arena in the amount of \$160,950.00 being drawn from the Community Building Fund (Capital Stream) offered by the Ontario Trillium Foundation (OTF);

**AND FINALLY THAT** an execution by-law be presented for three (3) readings on May 17, 2022 authorizing the Mayor and Municipal Clerk to enter into an agreement on behalf of the Corporation of the Town of Kirkland Lake with Sound Barriers - a Division of 1466147 Ontario Inc. for the supply, delivery, and installation of indoor arena dasher board at the Joe Mavrinac Community Complex Arena.

6.2. Review of Corporate Policies - Code of Ethics, Code of Discipline and Violence and Harassment in the Workplace Policies

Shawn LaCarte, Director of Corporate Services

<u>2022-HR-002 Review of Corporate Policies - Code of Ethics, Code of Discipline and Violence and Harassment in the Workplace Policies</u>

#### RECOMMENDATION:

**BE IT RESOLVED THAT** Memorandum Number 2022-HR-002 entitled "Review of Corporate Policies - Code of Ethics, Code of Discipline and Violence and Harassment in the Workplace Policies" be received, and

**AND THAT** Council hereby approve the updates to the Code of Ethics, Code of Discipline and Violence and Harassment in the Workplace Policies;

**AND THAT** CORP2020-005 Code of Discipline, Corporate Policy, CORP2020-006 Code of Ethics and Equal Opportunity Program and HS2020-029 Violence and Harassment be repealed;

**AND FINALLY THAT** CORP2022-002 Code of Ethics Policy, CORP2022-003 Code of Discipline Corporate Policy, and CORP2022-004 Violence and Harassment in the Workplace Policy be inserted into the Corporate Policy Manual.

6.3. Kirkland Lake Aquatic Club Community Grants Application
Wilfred Hass, Director of Economic Development

2022-DEV-016 Kirkland Lake Aquatic Club (KLAC) Community Grants Application

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-DEV-016 entitled "Kirkland Lake Aquatic Club Community (KLAC) Grants Application" be received;

**AND THAT** Council approve the request from KLAC for a non-dollar contribution to a maximum of \$3,446.95 to offset pool fees associated with three planned competitive meets as outlined in their Application;

**AND FINALLY THAT** the waiver of pool fees for each event be applied at the time of the event, and be contingent upon the event being held.

6.4. 2022 Final Budget Update

Lloyd Crocker, Treasurer

2022-FIN-007 Final Budget Update

RECOMMENDATION:

**BE IT RESOLVED THAT** Memorandum Number 2022-FIN-007 entitled "**2022 Final Budget Update**" be received;

**AND FINALLY THAT** the appropriate By-Laws relating to the 2022 Budget be presented to Council for three (3) readings at the May 17, 2022 Regular Meeting of Council.

#### 7. CONSIDERATIONS OF NOTICES OF MOTIONS

#### 8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

#### 8.1. **By-Law # 22-037**

By-Law 22-037 To Execute an Agreement with Cloudpermit Inc. for e-Permitting Services

RECOMMENDATION:

**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 22-037**, being a by-law to authorize the execution of an agreement between Cloudpermit Inc. and The Corporation of the Town of Kirkland Lake for e-Permitting Services.

#### 8.2. **By-Law #22-038**

By-Law 22-038 By-Law to Execute an Agreement with Sound Barriers for Indoor Arena Dasher Boards at JMCC

#### RECOMMENDATION:

**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 No. 22-038**, being a by-law to authorize the execution of an agreement between Sound Barriers, a Division of 1466147 Ontario Inc. and The Corporation of the Town of Kirkland Lake for the supply, delivery and installation of indoor arena dasher boards at the Joe Mavrinac Community Complex Arena.

#### 8.3. **By-Law #22-039**

By-Law 22-039 To Set 2022 Tax Ratios for Municipal Purposes

#### RECOMMENDATION:

**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 No. 22-039**, being a by-law to set Tax Ratios for municipal purposes for the year 2022.

#### 8.4. **By-Law #22-040**

By-Law 22-040 To Adopt the 2022 Municipal Budget

#### RECOMMENDATION:

**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 No. 22-040, being a by-law to adopt the 2022 Municipal Budget.

#### 8.5. **By-Law #22-041**

By-Law 22-041 To Strike Rates of Taxation for 2022

#### RECOMMENDATION:

**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 No. 22-041**, being a by-law to adopt the estimates of all sums required during the year and to strike the rates of taxation for the year 2022.

#### 8.6. **By-Law #22-042**

#### By-Law 22-042 To Set Water and Wastewater Rates for 2022

#### RECOMMENDATION:

**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 No. 22-042**, being a by-law to set the municipal water and wastewater rates for 2022.

#### 9. QUESTIONS FROM COUNCIL TO STAFF

#### 10. NOTICE(S) OF MOTION

#### 11. COUNCILLOR'S REPORTS

#### 11.1. Updates from Members of Council

RECOMMENDATION:

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

#### 12. ADDITIONAL INFORMATION

#### 13. CLOSED SESSION

#### 14. MATTERS FROM CLOSED SESSION

#### 15. CONFIRMATION BY-LAW

#### 15.1. **By-Law #22-043**

By-Law 22-043 To Confirm Proceedings - May 5 & 17, 2022

RECOMMENDATION:

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

**By-Law No. 22-043**, being a by-law to confirm the proceedings of Council at its' Special Meeting held on May 5, 2022 and its Regular Meeting held on May 17, 2022.

#### 16. ADJOURNMENT

R	F	$\cap$	٨/	٨/	1F	ND.	$\Delta T$	$\cap$	N١٠
ı	ட	-	IVI	IV	பட	V	$\sim$ 1	-	/ V -

**BE IT RESOLVED THAT** this Regular Meeting of Council do adjourn at \_\_\_\_ p.m.



# **MINUTES**

Corporation of the Town of Kirkland Lake
Economic Development Committee
By Zoom
January 26, 2022
4:30 p.m.

# **Attendance**

Chair: Pat Kiely, Mayor

Staff: Wilfred Hass, Director Economic Development/Secretary

Members: Eugene Ivanov, Councillor

Emile Boulley Elizabeth Kelly Jeff Molyneaux Beverly Allsop Mike Sutton

#### 1. Call to Order

Chair Pat Kiely called the meeting to order at 4:34 PM.

## 2. Approval of the Agenda

Item 6.5, being an application to the Community Improvement Plan for 98B Government Road West, be added to the Agenda as a verbal report and that it precede Item 6.4 on the Agenda.

Moved by: Emile Boulley Seconded by: Mike Sutton

**BE IT RESOLVED THAT** the Agenda for the Economic Development Committee Meeting held on January 26, 2022 beginning at 4:34 p.m. be approved as circulated to all Committee Members.

**CARRIED** 

### 3. Declaration of Pecuniary Interest

None noted.

# 4. Petitions and Delegations

None noted.

# 5. Acceptance of Minutes and Recommendations

Moved by: Beverly Allsop Seconded by: Emile Boulley Economic Development Committee Meeting January 26, 2022

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

• Minutes of the Economic development Committee held June 2, 2021.

CARRIED

#### 6. <u>Items for Discussion</u>

#### 6.1 2022-EDAC-001 48 Government Road West CIP Application

Moved by: Mike Sutton Seconded by: Emile Boulley

**BE IT RESOLVED THAT** report 2022-EDAC-001 (48 Government Road West CIP application) be received, and THAT recommendations for approval of funding for 50% of eligible costs (not to exceed \$5000) for building renovations; and approval of funding for 50% of eligible costs (not to exceed \$5000) for facade improvements for 48 Government Road be presented to Council.

**CARRIED** 

#### 6.2 2022-EDAC-002 44 Water Lane CIP Application

Moved by: Emile Boulley Seconded by: Beverly Allsop

**BE IT RESOLVED THAT** report 2022-EDAC-002 (44 Water Lane CIP application) be received, and THAT recommendations for approval for funding for 50% of eligible costs (not to exceed \$5000) for building renovations at 44 Water Lane be presented to Council.

**CARRIED** 

#### 6.3 2022-EDAC-006 98B Government Road West CIP Application

Moved by: Jeff Molyneaux Seconded by: Emile Boulley

**BE IT RESOLVED THAT** report 2022-EDAC-006 (98B Government Road West CIP application) be received, and THAT recommendations for approval for funding of 50% of eligible costs to a maximum of \$2,500 for building renovations at 98B Government Road West be presented to Council.

**CARRIED** 

#### 6.4 2022-EDAC-003 Community Improvement Plan Update

Moved by: Jeff Molyneaux Seconded by: Beverly Allsop Economic Development Committee Meeting January 26, 2022

**BE IT RESOLVED THAT** report (2022-EDAC-003 (Community Improvement Plan Update) be received and THAT it be presented to Council inclusive of the Committee's recommendation that the future focus of the CIP remain on business and not be expanded to include residential development.

**CARRIED** 

#### 6.5 2022-EDAC-004 Regional Snowmobile Campaign

Moved by: Mike Sutton

Seconded by: Elizabeth Kelly

**BE IT RESOLVED THAT** report 2022-EDAC-004 North Eastern Ontario Snowmobile Campaign be received.

CARRIED

# 7. Additional Information

## 7.1 2002-EDAC-005 January 2022 Activity Update

Moved by: Elizabeth Kelly Seconded by: Beverly Allsop

**BE IT RESOLVED THAT** report 2022-EDAC-005 January 2022 Activity Update be received.

#### 8. Adjournment

Moved by: Emile Boulley Seconded by: Mike Sutton

**BE IT RESOLVED THAT** Members adjourn the January 26 2022, Economic Development Committee Meeting.

The meeting adjourned at: 5:14pm

Pat Kiely, Chair
Wilfred Hass, Secretary



# MINUTES Regular Council Meeting

Tuesday, May 3, 2022 4:40 PM Council Chambers/Zoom

The Regular Council of the Town of Kirkland Lake was called to order on Tuesday, May 3, 2022, at 4:40 PM, in the Council Chambers/Zoom, with the following members present:

Present: Mayor Pat Kiely, Councillor Patrick Adams, Councillor Eugene Ivanov,

Councillor Rick Owen, Councillor Casey Owens, Councillor Stacy Wight,

and Councillor Lad Shaba

Staff: Deputy Treasurer Joshua Birimcombe; Director of Community Services

Bonnie Sackrider, Executive Director Tanya Schumacher, Fire Chief Rob

Adair, Director of Economic Development Wilfred Hass, Chief

Administrative Officer Alan Smith, Municipal Clerk Jennifer Montreuil, Director of Public Works Jim Roman, Treasurer Lloyd Crocker, and

Director of Corporate Services Shawn LaCarte

#### 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: Councillor Lad Shaba

Seconded by: Councillor Eugene Ivanov

**BE IT RESOLVED THAT** the Agenda for the Regular Meeting of Council held on May 3, 2022 beginning at 4:40 PM be approved as circulated.

**CARRIED** 

#### 3. DECLARATION OF PECUNIARY INTEREST

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

#### 4. PETITIONS AND DELEGATIONS

**4.1.** Karen Armstrong on behalf of Community Living Kirkland Lake 75th Anniversary for Community Living Kirkland Lake / May is Community Living Month

Moved by: Councillor Stacy Wight

Seconded by: Councillor Eugene Ivanov

CARRIED

### 5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

Moved by: Councillor Patrick Adams Seconded by: Councillor Stacy Wight

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

- Minutes of the Special Meeting of the Committee of the Whole of Council held April 20, 2022; and
- Minutes of the Regular Meeting of Council held April 20, 2022.

**CARRIED** 

# 6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

**6.1.** Ontario Good Roads Conference: A Review Alan Smith, Chief Administrative Officer

Moved by: Councillor Lad Shaba

Seconded by: Councillor Casey Owens

**BE IT RESOLVED THAT** Report Number 2022-CAO-002 entitled "**Ontario Good Roads Conference: A Review**" be received.

**CARRIED** 

**6.2.** Verbal Report - Pay Equity Review Update Alan Smith, Chief Administrative Officer

Moved by: Councillor Eugene Ivanov Seconded by: Councillor Rick Owen

**BE IT RESOLVED THAT** Verbal Report entitled "Pay Equity Review Report" be received for information.

**CARRIED** 

**6.3.** 2022 Operating and Capital Budget Lloyd Crocker, Treasurer

Moved by: Councillor Casey Owens Seconded by: Councillor Lad Shaba

**BE IT RESOLVED THAT** Memorandum Number 2022-FIN-006 entitled "2022 Operating and Capital Budget" be received;

**AND THAT** deliberations regarding the 2022 Operating and Capital Budget commence on Thursday, May 5, 2022;

**AND FINALLY THAT** Councillor Ivanov be appointed chairperson for the 2022 Capital and Operating Budget deliberation meetings.

**CARRIED** 

#### 7. CONSIDERATIONS OF NOTICES OF MOTIONS

**7.1.** Councillor Wight - Funding Support for Infrastructure Projects - Bridge/Culvert Replacements in Rural Municipalities

Moved by: Councillor Stacy Wight Seconded by: Councillor Casey Owens

**BE IT RESOLVED THAT** Council support correspondence as attached from the Township of Clearview regarding Funding Supports for Infrastructure Projects – Bridge / Culvert Replacements in Rural Municipalities.

AND FINALLY THAT a copy of the Motion be forwarded the Honourable Doug Ford, Premier of Ontario, the Honourable Peter Bethenfalvy, Ontario Minister of Finance, the Honourable Chrystia Freeland, Federal Minister of Finance, The Rural Ontario Municipal Association (ROMA), the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), and all Timiskaming Region Municipalities.

**CARRIED** 

#### 8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

Moved by: Councillor Patrick Adams Seconded by: Councillor 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 22-035**, being a By-Law to appoint a Deputy Clerk for the Town of Kirkland Lake

**CARRIED** 

#### 9. QUESTIONS FROM COUNCIL TO STAFF

# 10. NOTICE(S) OF MOTION

#### 11. COUNCILLOR'S REPORTS

11.1. Updates from Members of Council

None noted.

#### 12. ADDITIONAL INFORMATION

#### 13. CLOSED SESSION

#### 14. MATTERS FROM CLOSED SESSION

#### 15. CONFIRMATION BY-LAW

#### 15.1. By-Law #22-036

Moved by: Councillor Rick Owen Seconded by: Councillor 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 Clerk, and the Seal of the Corporation be affixed thereto;

**By-Law Number 22-036**, being a By-Law to confirm the proceedings of Council at its meeting held May 3, 2022.

**CARRIED** 

# 16. ADJOURNMENT

Moved by: Councillor Casey Owens Seconded by: Councillor Eugene Ivanov

**BE IT RESOLVED THAT** this Regular Meeting of Council do now adjourn at 5:28 p.m.

**CARRIED** 

Pat Kiely, Mayor	
Jennifer Montreuil	Municipal Clerk

APPROVED BY COUNCIL ON



# MINUTES Special Council Meeting

Thursday, May 5, 2022 4:40 PM Council Chambers/Zoom

The Regular Council of the Town of Kirkland Lake was called to order on Thursday, May 5, 2022, at 4:40 PM, in the Council Chambers/Zoom, with the following members present:

Present: Mayor Pat Kiely, Councillor Eugene Ivanov, Councillor Rick Owen,

Councillor Casey Owens, Councillor Stacy Wight, and Councillor Lad

Shaba

Absent: Councillor Patrick Adams

Staff: Director of Community Services Bonnie Sackrider, Executive Director

Tanya Schumacher, Director of Economic Development Wilfred Hass, Chief Administrative Officer Alan Smith, Municipal Clerk Jennifer Montreuil, Director of Public Works Jim Roman, Municipal Information Systems Coordinator Kelly Wotton, and Director of Corporate Services

Shawn LaCarte

# 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: Councillor Rick Owen Seconded by: Councillor Stacy Wight

**BE IT RESOLVED THAT** the Agenda for the Special Meeting of Council held on May 5, 2022 beginning at 4:40 PM be approved as circulated;

**AND FINALLY THAT** Sections 32 and 45 of the Town of Kirkland Lake's Procedural By-Law No. 15-075, as amended be suspended to permit debate and motions from the floor regarding the 2022 Capital and Operating Budget.

**CARRIED** 

#### 3. DECLARATION OF PECUNIARY INTEREST

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

Councillor Ivanov took the Chair at 4:42 p.m.

#### 4. PETITIONS AND DELEGATIONS

#### 5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

#### 6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

**6.1.** 2022 Capital and Operating Budget Deliberations - Day 1 Lloyd Crocker, Treasurer

Council recessed at 4:59 p.m. and resumed the meeting at 5:08 p.m.

Moved by: Councillor Lad Shaba

Seconded by: Councillor Casey Owens

**BE IT RESOLVED THAT** Memorandum Number 2022-FIN-006 entitled "**2022 Operating and Capital Budget**" be received;

**AND THAT** the Treasurer make the requested amendments to the 2022 Operating and Capital Budget as directed by Council;

**AND FINALLY THAT** the 2022 Operating and Capital Budget, as amended, be presented for final approval at a Regular Meeting of Council.

CARRIED

- 7. CONSIDERATIONS OF NOTICES OF MOTIONS
- 8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS
- 9. QUESTIONS FROM COUNCIL TO STAFF
- 10. NOTICE(S) OF MOTION
- 11. COUNCILLOR'S REPORTS
- 12. ADDITIONAL INFORMATION
- 13. CLOSED SESSION
- 14. MATTERS FROM CLOSED SESSION
- 15. CONFIRMATION BY-LAW
- 16. ADJOURNMENT

Mayor Kiely resumed as Chair at 5:43 p.m.

Moved by: Councillor Casey Owens Seconded by: Councillor Stacy Wight

# **BE IT RESOLVED THAT** this Special Meeting of Council do now adjourn at 5:45 p.m. **CARRIED**

Pat Kiely, Mayor	
Jennifer Montreuil Municipal Clerk	

APPROVED BY COUNCIL ON

# **MINUTES**

Corporation of the Town of Kirkland Lake
Police Services Board
Chambers / Zoom
Wednesday, October 13, 2021
4:30 p.m.

#### **Attendance**

Chair: Pat Kiely, Mayor Members: Rick Owen, Councillor

**Emile Boulley** 

Meghan Howe, Provincial Rep Ted Assad, Provincial Rep

OPP: Ryan Dougan

Secretary: Meagan Elliott, Clerk

#### 1. Call to Order

Chair Kiely called the meeting to order.

## 2. Approval of the Agenda

Moved by: Rick Owen Seconded by: Ted Assad

BE IT RESOLVED that the agenda for the PSB meeting held October 13, 2021 be

approved as circulated to all members.

**CARRIED** 

# 3. <u>Declaration of Pecuniary Interest</u>

None noted.

# 4. Acceptance of Minutes and Recommendations

4.1 Minutes of the PSB Meeting held July 14, 2021

Moved by: Meghan Howe Seconded by: Emile Boulley

BE IT RESOLVED that the minutes from the PSB meeting held July 14, 2021 be

approved.

**CARRIED** 

# 5. <u>Items for Discussion</u>

5.1 2021 Q3 Reports

Police Services Board Meeting October 13, 2021

Moved by: Ted Assad

Seconded by: Meghan Howe

BE IT RESOLVED that the Q3 stats be received.

**CARRIED** 

5.2 2022 OPP Annual Billing Statement

Moved by: Emile Boulley Seconded by: Rick Owen

**BE IT RESOLVED** that the OPP Annual Billing Statement be received.

**CARRIED** 

5.3 Unsafe Bicycles on Kirkland Street – Verbal

Moved by: Rick Owen

Seconded by: Meghan Howe

**BE IT RESOLVED** that the conversation on unsafe bicycle use be received.

**CARRIED** 

#### 6. Additional Information

Members discussed the new crosswalk and requested more information be circulated to residents for the proper usage.

#### 7. Adjournment

Moved by: Ted Assad

Seconded by: Emile Boulley

BE IT RESOLVED that the PSB meeting held October 13, 2021 be adjourned.

**CARRIED** 

The meeting adjourned at: 5:14pm



# **MINUTES**

Corporation of the Town of Kirkland Lake Police Services Board Special Meeting Chambers / Zoom Thursday, March 24, 2022 4:30 p.m.

# **Attendance**

Chair: Pat Kiely, Mayor – Town of Kirkland Lake

Members: Rick Owen, Councillor – Town of Kirkland Lake

**Emile Boulley** 

Meghan Howe, Provincial Representative Ted Assad, Provincial Representative

OPP: Ryan Dougan, Staff Sargent/Detachment Commander

Daniel Senf, Sargent

Secretary: Jennifer Montreuil, Municipal Clerk – Town of Kirkland Lake

# 1. Call to Order

Due to technical issues, Chair Kiely called the special meeting to order at 4:59 p.m.

#### 2. Approval of the Agenda

Moved by: Rick Owen Seconded by: Ted Assad

**BE IT RESOLVED** that the Agenda for the Police Services Board Special Meeting held March 24, 2022 be approved as amended to include two supplemental letters of correspondence both dated March 23, 2022 in connection to Item No. 5.3 (I) Correspondence – Request for Taxi Fare Rate Increases – A1 Taxi & Co-Op Taxi (March 9, 2022).

**CARRIED** 

# 3. Declaration of Pecuniary Interest

Councillor Rick Owen declared a pecuniary interest with Item 5.3(II) Correspondence – Age Friendly Community Plan – Senior Taxi Rates (July 2021) as follows "due to the fact that I am a senior citizen and I would qualify for a senior discounted rate."

#### 4. Acceptance of Minutes and Recommendations

4.1 Minutes of the PSB Meeting held October 13, 2021

Moved by: Meghan Howe Seconded by: Emile Boulley

**BE IT RESOLVED** that the minutes from the Police Services Board Meeting held October 13, 2021 be approved.

**CARRIED** 

#### 5. <u>Items for Discussion</u>

5.1 Introduction of Town of Kirkland Lake CAO, Alan Smith Members were introduced to the new CAO of the Town of Kirkland Lake, Alan Smith.

5.2 2021 Q4 Reports

Members were introduced to Sargent, Dan Senf, discussed Q4 data and received a supplemental data report re 2021 CSCU CDSA Seizures.

Moved by: Ted Assad

Seconded by: Meghan Howe

**BE IT RESOLVED** that Police Services Board receive the 2021 Q4 statistics and the 2021 CSCU CDSA Seizures supplemental totals as circulated.

CARRIED

5.3 (I) Correspondence – Request for Taxi Fare Rate Increases – A1 Taxi & Co-Op Taxi (March 9, 2022)

Members received deputations from A1 Taxi and Co-Op Taxi representatives.

Moved by: Rick Owen

Seconded by: Meghan Howe

**BE IT RESOLVED** that the Request for Taxi Fare Rate Increases letters dated March 9, 2022 together with the two supplemental letters dated March 23, 2022 be received;

**AND FINALLY THAT** the Police Services Board approve the following amendments to Tariffs and Rates outlined in Schedule 2 of the Town of Kirkland Lake Taxi Licensing By-Law No.19-045 as follows:

For the first 1/6 km or part thereof of actual passenger transportation	<del>\$4.25</del>
traveled	\$4.40
For each additional 1/8 km or part thereof of actual passenger	\$2.00/km
transportation travel	\$2.70/km
For travel to and from KL Airport	<del>\$20.00</del>
	\$25.00
For travel to and from Swastika	<del>\$15.00</del>
	\$17.00
For each period of waiting requested by the passenger, there shall be	\$40.00/hr
a charge amount to be computed by the taximeter of	\$50.00/hr
- '	\$0.62/min

**CARRIED** 

Having declared a conflict, Councillor Owen left the Council Chambers at 5:45 p.m.

5.4 (II) Correspondence – Age Friendly Community Plan – Senior Taxi Rates (July 2021)

Moved by: Ted Assad

Seconded by: Meghan Howe

**BE IT RESOLVED** that the Age Friendly Community Plan – Senior Taxi Rates correspondence dated July 2021 be received.

**AND FINALLY THAT** the matter be deferred to the May 11<sup>th</sup>, 2022 Police Services Board meeting to allow the local taxi companies to consult with the Age Friendly Communication Coordinator, or designate.

**CARRIED** 

Councillor Owen returned to the Council Chambers at 5:53 p.m.

5.5 Letter of Concern – Snowmobile Traffic on Town Roadways

Members received information surrounding the Town of Kirkland Lake's administrative response and plan to attempt to mitigate and address the concern.

Moved by: Rick Owen

Seconded by: Emile Boulley

Police Services Board Special Meeting March 24, 2022

**BE IT RESOLVED** that the letter of concern from resident Bill McCurdy surrounding snowmobile traffic on Town roadways received by the Town of Kirkland Lake on March 17, 2022 be received.

**CARRIED** 

CARRIED

# 6. Additional Information

# 7. Adjournment

Moved by: Ted Assad Seconded by: Emile Boulley

**BE IT RESOLVED** that the Police Services Board Special Meeting be adjourned at 6:07 p.m.

<b>97 II II II II</b>
Patrick Kiely, Chair
r atriok rticry, Orian
Jennifer Montreuil, Secretary



Memorandum to Council		
Meeting Date: 17/05/2022	Memorandum Number: 2022-CS-008	
Presented by: Bonnie Sackrider	Department: Community Services	

### MEMORANDUM TITLE

Supply, Delivery and Installation of Indoor Arena Dasher Boards at the Joe Mavrinac Community Complex Arena (Request for Proposal No. 577-22-RFP)

# RECOMMENDATION(S)

BE IT RESOLVED THAT Memorandum Number 2022-CS-008 entitled "Supply, Delivery and Installation of Indoor Arena Dasher Boards at the Joe Mavrinac Community Complex Arena (Request for Proposal No. 577-22-RFP)" be received;

**AND THAT** Council approve the award of a contract to Sound Barriers – a Division of 1466147 Ontario Inc., for the supply, delivery and installation of indoor arena dasher boards at the Joe Mavrinac Community Complex Arena in the amount of \$160,950.00 being drawn from the Community Building Fund (Capital Stream) offered by the Ontario Trillium Foundation (OTF);

**AND FINALLY THAT** an execution by-law be presented for three (3) readings on May 17, 2022 authorizing the Mayor and Municipal Clerk to enter into an agreement on behalf of the Corporation of the Town of Kirkland Lake with Sound Barriers - a Division of 1466147 Ontario Inc. for the supply, delivery, and installation of indoor arena dasher board at the Joe Mavrinac Community Complex Arena.

#### BACKGROUND

At the March 1, 2022 Regular Meeting of Council, the following resolution was passed:

"Moved by: Councillor Casey Owens Seconded by: Councillor Eugene Ivanov

**BE IT RESOLVED THAT** Report Number 2022-CS-004 entitled "**JMCC Arena Upgrades – Ontario Trillium Foundation Funding Agreement**" be received, and

**THAT** the Mayor and Clerk be authorized to execute an agreement with the Ontario Trillium Foundation (OTF) for funding under the Community Building Fund (Capital Stream) of \$465,000 towards upgrades at the Joe Mavrinac Community Complex Arena; and

**THAT** staff be directed to include the funding in the 2022 Capital Budget.

**CARRIED**"

A Request for Proposal (RFP) was prepared and issued with a closing date of April 29, 2022 (Attachment 2). One (1) bid was received by Sound Barriers and reviewed by Staff.

Administration are recommending the acceptance of the bid in accordance with the identified pricing and deliverables at paragraph 7 in the proposed Contract Agreement (Attachment 3).

# RATIONALE

Utilizing provincial and federal grant programs allows the Corporation to upgrade original equipment in the Community Complex built in 1978, with minimal need for dollars from the levy. In this instance, the program is 100% funded through the Provincial government.

The current Strategic Plan includes the Area of Focus, *Better Management of Capital Assets*, in the pillar of **Achieve Sustainable Operational Excellence**.

#### **ATTACHMENTS**

Attachment 1 – Report to Council No. 2022-CS-004 JMCC Arena Upgrades – Ontario Trillium Foundation Funding Agreement

Attachment 2 - Request for Proposal No. 577-22-RFP

Attachment 3 – Proposed Contract Agreement (577-22-RFP)



REPORT TO COUNCIL		
Meeting Date: 01/03/2022	Report Number: 2022-CS-004	
Presented by: Bonnie Sackrider	Department: Community Services	

# REPORT TITLE

41TJMCC Arena Upgrades – Ontario Trillium Foundation Funding Agreement

# RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CS-004 entitled "JMCC Arena Upgrades – Ontario Trillium Foundation Funding Agreement" be received, and

**THAT** the Mayor and Clerk be authorized to execute an agreement with the Ontario Trillium Foundation (OTF) for funding under the Community Building Fund (Capital Stream) of \$465,000 towards upgrades at the Joe Mavrinac Community Complex Arena; and

**THAT** staff be directed to include the funding in the 2022 Capital Budget.

#### Background

In August 2021, staff submitted an application to the Ontario Trillium Foundation requesting \$465,000 in funding in support of mechanical, electrical and facility upgrades to the Joe Mavrinac Community Complex (JMCC). On January 11, 2022, staff were advised that the application had been successful, and that approval had been granted for a total of \$465,000, comprising 100% of project costs. The purpose of this report is to advise Council of the successful application and to secure direction to enter into a funding agreement with the OTF.

#### RATIONALE

In 2019, the municipality retained Piotrowski Consultants Ltd. (PCL) to provide cost estimates for upgrades at the JMCC following their Building Condition Assessment completed in 2017. Of the various issues identified in the assessment, staff prioritized the following based on need and alignment with OTF funding criteria or areas that would not be covered through other funders:

- upgrades to ventilation and dehumidification to improve energy efficiency;
- replacement of electrical sub-panel;
- new safety exit signage;
- addition of automated door opener to arena entrances
- accessibility enhancements, and arena upgrades.
- replacement of arena boards and benches

# OTHER ALTERNATIVES CONSIDERED

Council may opt to forgo the OTF funding. It should be noted however that replacement of the above referenced items will eventually be required and would likely be done at a higher expense to the municipality.

#### FINANCIAL CONSIDERATIONS

OTF funding is at 100%.

# RELATIONSHIP TO STRATEGIC PRIORITIES

Area of Focus, Better Management of Capital Assets, in the pillar of Achieve Sustainable Operational Excellence.

#### Accessibility Considerations

Accessibility enhancements such as the automated door openers are included in the project scope. This will ensure a better customer experience, and help the facility become barrier free by 2025, in line with Provincial vision.

#### CONSULTATIONS

Piotrowski Consultants Ltd.

### **A**TTACHMENTS

Attachment 1 – Grant contract between the Ontario Trillium and The Corporation of the Town of Kirkland Lake.

Attachment 2 – Estimates of Probable Cost (Piotrowski Consultants Ltd.; November, 2019)



**Town of Kirkland Lake** 

# Supply, Deliver, and Install of Indoor Arena Dasher Boards and Benches

RFP Number: 577-22-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: April 29, 2022; 2:00 PM

# **Table of Contents**

1.	Introduction	4
	1.1 Objectives	4
	1.2 Proposals Content	5
	Pricing and Taxes	5
	References	5
	1.3 Evaluation	6
	Selection Criteria	6
	Evaluation Criteria	6
2.	Terms and Conditions	7
	2.1 Project Timelines	7
	2.2 Communications	7
	2.3 Bid Submission Format	8
	2.4 Bid Withdrawal or Amendment	8
	2.5 Period of Validity & Clarification	8
	2.6 Award of Project to Successful Companies & Notification to Unsucce Companies	
	2.7 Restrictions on Communications	9
	2.8 Freedom of Information and Protection of Privacy	10
	2.9 Rights of the Town of Kirkland Lake	10
3.	Conflict of Interest	11
4.	Insurance Requirements	11
Sch	nedule "A" Bid Form	12
	Pricing Summary Schedule	12
	Declaration	14
	Non-Collusion Affidavit	15
	Conflict of Interest Declaration	16
	Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement	17
Sch	nedule "B" References	18
Sch	nedule "C" General Terms and Conditions of Agreement	19

1.	General Description	. 19
2.	Clarification	. 19
3.	Acceptance or Rejection of Proposals	. 19
4.	Award	. 20
5.	Proposal	. 21
6.	Original Proposal Documents	. 21
7.	Firm Prices	. 22
8.	Any or all Proposals Exceed Approved Budget	. 22
9.	Legal Claims and Damages	. 22
10.	Removal from Companies List	. 23
11.	Time is of the Essence	. 23
12.	Change/Amendment	. 23
13.	Agreement in Writing Only	. 23
14.	Error & Correction	. 23
15.	Standards and Legislation	. 24
16.	Municipal Conflict of Interest Act	. 24
17.	Lobbying Restrictions	. 24
18.	Accessibility for Ontarians with Disabilities Act (AODA) Compliance	. 24
19.	Occupational Health and Safety Requirements (O.H. & S.)	. 25
20.	Workplace Safety and Insurance Board (WSIB)	. 25
21.	Municipal Freedom of Information and Protection of Privacy Act	. 26
22.	Failure to Comply with all Proposal Terms	. 26
23.	Payment Terms	. 26
24.	Proposal Preparation Costs	. 27
25.	Notification to Companies	. 27
26.	Influence	. 27
27.	Indemnification and Hold Harmless	. 27
28.	Adherence to Requirements	. 28
29.	Harmonized Sales Tax	. 28
30.	Withdrawal of Proposals	. 28
31	Unenforceable Provisions	. 28

Town of Kirkland Lake - RFP 577-22-RFP	April 29, 2022
32. Force Majeure	29

#### 1. Introduction

The Town of Kirkland Lake is seeking the services of a Company or Individual, (herein known as Company), to Supply, Deliver, and Install a Dasher Board System in its indoor municipal ice surface facility with a seating capacity of 1500 or less with the option to extend the length of two player benches.

The arena is situated in the Joe Mavrinac Community Complex on Allen Avenue in Kirkland Lake, which was built in 1978. The arena is the home to an active Minor Hockey league, a Figure Skating Club, and a Junior Hockey team, as well as the recipient of numerous rentals each week. The ice season each year runs from August to April.

The Joe Mavrinac Community Complex arena ice surface pad is approximately 185 Ft. x 85 Ft.

#### 1.1 Objectives

- To supply deliver, and replace existing fixed dasher board system. The system must include high impact, white, high-density polyethylene cladding, kick strip, top sill and official line markings for the red centerline, and the blue lines.
- To supply, deliver and install threshold, gates & removable gates, with all hardware. Fasteners for board cladding are to be colour matched.
- To reuse existing glazing as much as possible.
- To provide pricing for the different shielding support styles for the glazing.
- To provide pricing for the machine door. The machine door is to be priced using two options: swing gate style and overhead lift gate style.
- The new dasher board system will conform to the most recent CSA guidelines and industry standards.

Additionally, the Town of Kirkland Lake would like pricing on the following options;

- 1- To extend the length of two players benches.
- 2- Options with pricing to replace existing board advertising
- 3- Removal of existing dasher board system and glazing. The cladding, kick strip, and top sill is to be dismantled in a way that it can be reused in another

area. The glazing is to be removed and reused as much as possible. These items will be stored by the owner.

#### Mandatory Site Visit

The Company shall attend a mandatory site visit on April/13/22 @ 9:00am. An alternate site visit date if necessary will be on April/19/22. All Companies that are attending the site visit will be required to RSVP. Only Companies that attend the site visit will be considered for award of the Proposal.

Location: 55 Allen Ave, Kirkland Lake, ON P2N 3P4

#### 1.2 Proposals Content

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

# **Pricing and Taxes**

The Company shall complete "Schedule A — Bid Form" that sets out the price for the service proposed.

Prices shall remain firm for a period of 60 days from the date of Proposal closing time.

#### Declaration

#### Non-Collusion Affidavit

#### Conflict of Interest Affidavit

# Accessibility for Ontarians with Disabilities Agreement

#### References

The Company shall complete "Schedule B — References" — listing a minimum of three current work related references.

The Town reserves the right to contact any or all of the supplied references (municipal preferred) and may disqualify Company who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.

#### 1.3 Evaluation

#### Selection Criteria

- The Company experience overall and particularly in relation to similar projects. This will include the qualification of individuals assigned to the project, years of experience, and recent and relevant projects.
- Client references for relevant projects. Provide at least three (3) references from three (3) different organizations with current contact information.
- The quality of the proposal. This includes level of detail and quality/thoroughness of process and having a clear project plan that identifies critical milestones.
- Ability to stay within project budget and meet project completion target date
- Any features or advantages uniquely proposed
- The financial proposal (including itemized breakdown of costs fee structure, projected expenses)

#### **Evaluation Criteria**

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

CRITERIA	RATING %
<ul> <li>Experience and Qualifications</li> <li>Relevant experience of similar projects</li> <li>References (preference to include some Municipalities)</li> <li>Qualifications</li> </ul>	30
<ul> <li>Work Plan and Timelines</li> <li>Quality and ease of understanding methods of delivery and installation processes</li> <li>The establishment of clear milestone timelines</li> <li>Ability to follow ORFA Guidelines</li> <li>Date of completion</li> </ul>	20
Financial	40
Quality of Proposal and Value Added  • Quality and ease of understanding Companies proposal.	10

CRITERIA	RATING %
<ul> <li>Approach and ideas to options outlined in the specifications of the RFP.</li> </ul>	
TOTAL	100

#### 2. Terms and Conditions

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

#### 2.1 Project Timelines

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

Issue RFP	April 6, 2022
Site Visit	April 13, 2022 If Needed April 19, 2022
Deadline for Questions concerning the RFP	April 22, 2022
Response to RFP Questions	April 26, 2022
Proposal Submission Deadline 2:00 pm EST	April 29, 2022
Notification to successful Companies	May 4, 2022

#### 2.2 Communications

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

# Ryan Dagelman, Procurement and Risk Management Coordinator

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

Email: ryan.dagelman@tkl.ca

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

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

#### 2.3 Bid Submission Format

To receive consideration, hard copies of the proposal shall be submitted in a sealed envelope identifying the Company Name, Project Name and Number, and addressed as follows:

# Corporation of the Town of Kirkland Lake

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

P2N 3P4

<u>Attention: Ryan Dagelman, Procurement and Risk Management</u>
Coordinator

Submissions will also be accepted by email to <a href="mailto:ryan.dagelman@tkl.ca">ryan.dagelman@tkl.ca</a>

Bids must be received at the above noted address no later than 2:00 PM EST, on April 29, 2022. Bids received after this time will be returned unopened. Faxed submissions will not be accepted.

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

#### 2.4 Bid Withdrawal or Amendment

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

#### 2.5 Period of Validity & Clarification

Bids submitted in response to this RFP shall remain valid for a period of 60 days from the submission deadline. The Town of Kirkland Lake reserves the right to seek clarification of any aspect of bids received in response to this RFP. Clarifications provided by Companies shall be deemed to form part of the quote submitted by the Supplier.

# 2.6 Award of Project to Successful Companies & Notification to Unsuccessful Companies

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

The successful Company will be required to enter into an agreement for **Supply, Deliver, and Install of Indoor Arena Dasher Boards and Benches** using the Town of Kirkland Lake's standard agreement. The agreement will include provisions requiring the Company 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 Company to comply with all applicable laws in Ontario and Canada in carrying out the project. General terms and conditions are attached as Schedule "C" to this RFP.

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

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

#### 2.7 Restrictions on Communications

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

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

## 2.8 Freedom of Information and Protection of Privacy

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

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

## 2.9 Rights of the Town of Kirkland Lake

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

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

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

### 3. Conflict of Interest

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

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

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

# 4. Insurance Requirements

The Company shall provide and maintain during the term of the Contract Commercial General Liability Insurance acceptable to the Town of Kirkland Lake and subject to limits of not less than **Two Million Dollars** (\$2,000,000.00) inclusive per occurrence for bodily injury & damage to property. The Commercial General Liability Insurance shall also include coverage for;

- 1) Premises and operations liability;
- Products or completed operations liability;

The Company will need to name the Town of Kirkland Lake as an additional insured and provide 30 days notice of cancellation

## Schedule "A" Bid Form

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

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

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

NOTE: All portions of the "Bid Form" must be accurately and completely filled out.

## **Pricing Summary Schedule**

ITEM#	PROJECT SCOPE			TOTAL BID
1	Supply, Delivery, and Installation of Dasher Boards Including Removable and Fixed Hinged Gates	Upper Limit		
2	Shielding Support System Options	Upper Limit		
3	Machine Door Options	Upper Limit		
4	Removal of Existing Dasher Boards and Glass	Upper Limit		
5	Bench Extension Option	Upper Limit		
6	Board Advertising Option	Upper Limit		
			SUB-TOTAL	
			HST	
			TOTAL	

NOTE: On a separate page itemize the nature of disbursements for each of the items above (i.e. printing, mileage, accommodations, telecommunication etc.)

Page 1-2 of 7 to be submitted

# **Declaration**

I/Westated within.	offer	to	supply	the	requirements
The corresponding total cost of \$	Tax i	nclu	ıded.		
I/We hold the prices valid for 60 (sixty) days from sub	omissi	on (	date.		
The specifications have been read over and agreed	to this		_ day of		2021.
Company Name:					
Contact Name (please print):					
Title:					
Mailing Address:					
Town/City:	Pos	tal (	Code: _		
Telephone: Fax	C:				
Cell Phone (if applicable):					
Email:					
Authorizing Signature:					
"I have the authority to bind the company/corporation	n/partr	ners	hip"		
Signature					

Page 3 of 7 to be submitted

Non-Collusion Af	fidavit				
I/We respecting the pr circumstances res	eparation and conte		<del>_</del>	signed, am fu Bid and of a	-
Such Bid is genuir	e and is not a collusiv	/e or sham E	Bid.		
employees or particular connived or agree collective or sham submitted nor has or communication prices in the attace element of the Bicconspiracy, connictions	r nor any of its offices of interest, including directly or indirectly Bid in connection with it in any manner, directly or conference with any hed Bid or of any other price or the price of vance or unlawful acting person interested in	g this affiant with any oth the work felly or indirectly or indirectly other Bidder, cany Bidder, greement ar	, has in any ler Bidder, for which th tly, sought der, firm or or to fix any or to secu	way colluded firm or person ne attached B by agreement person to fix y overhead, p re through ar	I, conspired, to submit a id has been or collusion the price or or cost or collusion, yellosion,
collusion, conspira	quoted in the attache cy, connivance or unl esentatives, owners,	awful agreer	ment on the	e part of the B	idder or any
does attempt to in	n or Proposal of any post fluence the outcome of d the person, compar ension.	of any Town	purchasin	g or disposal	process will
Dated at	thi	s day	of		2021.
Signature					
Company Name					
Title					

Page 4 of 7 to be submitted

# **Conflict of Interest Declaration**

Pleas	se 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 bid submission or the contractual obligations under the Agreement.
List S	Situations:
-	
portion Town	aking this quotation submission, our Company has / has no (strike out inapplicable on) knowledge of or the ability to avail ourselves of confidential information of the n (other than confidential information which may have been disclosed by the Town in formal course of the quotation process) and the confidential information was relevant to Work/Services, their pricing or quotation evaluation process.
Date	d at this day of 2021.
Firm	Name:
Bidd	er's Authorization Official:
Title:	<u></u>
Sign	ature

Page 5 of 7 to be submitted

## Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Nar	ne:	
Cor	npany Name:	
Add	ress:	
	ne Number:	
	I,, declare that I, or my company, are in compliance with Section 6 of the Ontario Regulation 429/07, Accessibility Standa for Customer Service under the Accessibility for Ontarians with Disabilities A 2005.	rds
	I,	for 05, the ant ing
	Signature Date	_

Page 6 of 7 to be submitted

# Schedule "B" References

Municipality/Organization:		
	Phone:	
Description:		
Date:		
Contact Name:		
Position:	Phone:	
Description:		
Date:		
Contact Name:		
Position:	Phone:	
Description:		
Date:		
Municipality/Organization:		
Contact Name:	_	
Position:		
Description:		
Date:		

Page 7 of 7 to be submitted

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

## 1. General Description

The Town of Kirkland Lake seeks the services of a qualified Company to Supply, Deliver, and Install of Indoor Arena Dasher Boards and Benches for the Town of Kirkland Lake.

### 2. Clarification

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

Errors, omissions or ambiguities discovered in the contents of this Request for Proposal should be submitted, in detail to: Ryan Dagelman, P.O. Box 1757, Kirkland Lake, ON P2N 3P4 or <a href="mailto:ryan.dagelman@tkl.ca">ryan.dagelman@tkl.ca</a> as indicated under section 2.1 Project Timelines of this document. No allowance for questions will be made after this date.

# 3. Acceptance or Rejection of Proposals

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

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

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

Proposals which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the RFP documents or are otherwise irregular

in anyway, may at the sole and absolute discretion of the Town, be declared invalid and rejected.

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

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

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

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

#### 4. Award

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

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

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

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

# 5. Proposal

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

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

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

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

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

### **6. Original Proposal Documents**

It is understood that all terms and conditions, specifications, drawings, plans, all Proposal clauses, and the complete Proposal containing all documents as originally issued by and posted in the Procurement Department of the Town shall constitute the Proposal request. Any Proposals received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by the Town.

### 7. Firm Prices

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

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

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

### 8. Any or all Proposals Exceed Approved Budget

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

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

## 9. Legal Claims and Damages

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

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

## 10. Removal from Companies List

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

### 11. Time is of the Essence

The Town shall have the right to cancel at any time any Agreement or any part of any Agreement resulting from this Proposal in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto.

## 12. Change/Amendment

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

## 13. Agreement in Writing Only

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

### 14. Error & Correction

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

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

## 15. Standards and Legislation

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

## 16. Municipal Conflict of Interest Act

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

## 17. Lobbying Restrictions

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

The Town may reject any Proposal by a Company that engages in such lobbying, without further consideration, and may terminate that Companies right to continue in the purchasing process.

During a RFP solicitation process, all communications shall be made through the named party within the competition document. No Company or person acting on behalf of a Company or group thereof, shall contact any elected official, consultant or any employee of the Town to attempt to seek information or to influence the Award.

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

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

The Company shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Company shall ensure that all of its employees, agents, volunteers or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities.

The Company acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Town of Kirkland Lake must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. The Company shall submit Schedule "A" – page 5, within as proof of compliance.

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

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

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

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

Clarification and more information can be obtained at Workplace Safety and Insurance Board 1-800-387-0750 or 1-416-344-1000 or BeRegisteredBeReady.ca

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

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

shall have the right to withhold payment for such sum or sums of money due to the Company as may be required to cover such default and the Town shall have the right to make such payment.

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

This information is being collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this Proposal. Any information including all work as described in these documents, service or product details, unit prices, statements, and any other information provided by the Bidder shall be kept strictly confidential and release of same, except for any details such as the name of the Successful Bidder and total price will be made public regarding this bid document stated in a report to the Council of the Town, shall only be granted in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 as amended.

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

## 22. Failure to Comply with all Proposal Terms

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

## 23. Payment Terms

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

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

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

### 24. Proposal Preparation Costs

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

### 25. Notification to Companies

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

#### 26. Influence

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any Town purchasing or disposal process. The Bid, Proposal or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any Town purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

### 27. Indemnification and Hold Harmless

The Successful Company 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, expense, 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 Company, 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 the Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Company in accordance with this Agreement, and shall survive this Agreement.

The Company agrees to defend, indemnify and save harmless 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 Supplier or Consultants 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 Supplier or Consultant in accordance with this Agreement, and shall survive the Agreement

### 28. Adherence to Requirements

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

#### 29. Harmonized Sales Tax

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

### 30. Withdrawal of Proposals

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

#### 31. Unenforceable Provisions

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

### 32. Force Majeure

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

### 33. Conflict Resolution

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

- That each will function within the laws and statues that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.
- All Parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Company or representative and the Town or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Town of the Provider.

- The Award of the arbitrator shall be final and binding upon the parties.
- The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17, shall apply.



### THIS AGREEMENT made this 6th day of May 2022

#### **BETWEEN:**

### THE CORPORATION OF THE TOWN OF KIRKLAND LAKE (the "Municipality")

#### And

Sound Barriers, a Division of 1466147 Ontario Inc. (the "Company")

WHEREAS the Municipality wishes to engage the Company to provide certain services as described herein;

**AND WHEREAS** the Company is willing to provide these services, on the basis of the terms and conditions described herein;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the Company and the Municipality agree as follows:

#### 1. DUTIES AND RESPONSIBILITIES

- 1.1 The Company will be responsible for providing the services of **Supply, Delivery, and Installation of Indoor Arena Dasher Boards** in accordance with 577-22-RFP and the scope of work as set out herein as Schedule A subject to all terms, conditions and provisions hereof (collectively the "Services").
- 1.2 The Company shall render the Services in accordance with the highest professional standards. The Company acknowledges that in entering into this Agreement the Municipality is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner. The Company will provide proof of current registration with applicable regulatory bodies upon request.
- 1.3 In carrying out the Services, the Company shall comply with all reasonable requests that the Company may receive from the Municipality.
- 1.4 The Company shall provide reports to the Municipality concerning the Services provided herein at such times as is reasonably requested by the Municipality.

#### 2. PERFORMANCE

The Company acknowledges that in entering into this Agreement the Municipality is relying upon the representations made by the Company that the Services will be performed in a competent and capable manner. The Company also represents and warrants to the Municipality that the Company has the required skills and experience to perform the Services as outlined in this Agreement.

#### 3. FORCE MAJEURE

3.1 The term "Force Majeure" as used herein shall mean an act of God, strike, lockout or other industrial disturbance, act of public enemy, war, public riot, lightning, fire, storm, flood, explosion, governmental restraint or judicial restraint, provided that any such restraint does not result from any

action or failure to act by the Company or the Municipality, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not and could not reasonably be in the control of such party.

- 3.2 If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, the obligations of such party, so far as they are affected by such Force Majeure, shall be suspended during, but no longer than, the continuance of such Force Majeure. The party rendered unable to carry out its obligations by Force Majeure shall use all reasonable diligence to remedy or overcome such Force Majeure as quickly as possible, provided that such requirement shall not require the settlement of strikes, lockouts or other labour difficulties by such party contrary to its wishes.
- 3.3 If the Company can demonstrate to the reasonable satisfaction of the Municipality that in remedying or overcoming such Force Majeure its cost of providing the Services has increased, the parties shall forthwith, upon such demonstration, undertake in good faith negotiations with a view to agreeing on an adjustment to the terms of the Agreement, as appropriate, as of the date when the Force Majeure occurred, which adjustment shall not exceed the amount of such increased costs which are directly caused by the Force Majeure.

#### 4. RECORDS AND AUDIT

The Company shall maintain proper records of all costs and Services performed during the performance of this Agreement and for a period of not less than three (3) years following the completion of the Services. Such records shall be made available to the Municipality upon written notice, for the Municipality or its agents to examine and audit. Information received and maintained as a result of this Agreement will be handled in accordance with all legislative requirements.

#### 5. TERM OF AGREEMENT

This Agreement shall commence **As Soon As Possible** and unless otherwise terminated pursuant to the provisions of this Agreement shall expire on **August 12**, **2022**. An extension to expiration date may occur with written consent from the Municipality.

#### 6. TERMINATION

The Municipality may at any time, by notice in writing suspend or terminate this Agreement at any stage on giving fifteen (15) days' notice in writing to the Company. Either party may terminate this Agreement, with seven (7) days notice in writing where either party fails to comply with the terms and conditions set out in this Agreement.

#### 7. REMUNERATION AND ENTITLEMENTS

- 7.1.1 The Services of a **Supply, Delivery, and Installation of Indoor Dasher Boards** are to be charged at **\$160,950** in accordance with the following quoted breakdown;
  - To Supply and Install based on Quotation #SB 2135 as submitted in regards to 577-22-RFP - \$139,900.
  - Dasher Board Advertising and Installation based on Quotation #SB 2135 in regards to 577-22-RFP for Supply \$3,200 and Installation \$4,950 as per Quotation #SB 2135.2
  - Removal of Existing Dashers and Glass based on Quotation #SB 2135 in regards to 577-22-RFP \$12,900

- 7.2 The Company agrees to maintain detailed and accurate records of time spent and services rendered and to submit such records to the Municipality on a monthly basis, with a copy to the Municipalities **Community Services** Department.
- 7.3 The normal payment term offered by the Municipality is net 30 days from receipt of Invoice. Payment terms shall only be modified at the sole discretion of the Municipality to take advantage of discounts for prompt payment of for other terms that shall be deemed to be in the best interest of the Municipality. The Company agrees that the Municipality shall be entitled to the discounted stated herein if payment of invoices for the goods specified or called for in or under this agreement, is made within the period specified herein after receipt and acceptance of such goods or services by the Municipality.
- 7.4 Unless otherwise indicated herein, invoices are payable in Canadian Funds at the Municipality and includes Harmonized Sales Tax or any other applicable taxes.

#### 8. INSURANCE

8.1 The Company shall continuously maintain throughout the term of the Contract and pay for the following insurance coverage as set out herein Schedule B of said agreement.

The policies shall include the Corporation of the Town of Kirkland Lake as an additional insured in respect of all operations performed by or on behalf of the Company in relation to the Contract requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

The Company shall provide an updated Certificate of Insurance on a form acceptable to the Municipality, by no later than thirty (30) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Company shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the Municipality.

Failure to provide the required insurance certificates within ten (10) business days of the Municipalities written request and continuously maintain the required insurance coverage throughout the entire term of the Contract will constitute a default by the Company.

#### Change in Coverage

If the Municipality requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Company shall endeavor forthwith to obtain such increased or special insurance at the Municipalities expense as a disbursement.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Company until 30 days after written notice of such change or cancellations has been personally delivered to the Municipality.

### Workplace Safety and Insurance Board

Where applicable under the Workplace Safety and Insurance Act 1997 as amended, all of the Company's personnel must be covered by the insurance plan under the Workplace Safety and Insurance Act, 1997. Upon request by the Municipality, the Company shall provide proof of Workers' Compensation insurance and an original Letter of Good Standing from the Workplace Safety and Insurance Board prior to Agreement approval indicating that all payments by the Company to the Board have been made. Prior to final payment, a Certificate of Clearance must be issued indicating all payments by the Company to the Board in conjunction with the subject Agreement have been made and that the Municipality will not be liable to the Board for future payments in connection with the Company's fulfillment of the Agreement. Further Certificates of Clearance or other types of certificates shall be provided upon request.

#### 9. OBSERVANCE OF THE LAW AND INDEMNITY

- 9.1 The Company covenants and agrees that they will take any and all action and will do and provide the services herein required to be provided in compliance with any law, the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer.
- 9.2 The Company hereby indemnifies and holds harmless the Municipality from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the Municipality relating to any failure of the Company, their employees, agents or contractors to comply with any and all provisions of any law, the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or of any competent local government, board, commission, department or officer.
- 9.3 The Company agrees to indemnify and save harmless the Municipality, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgment made, brought or recovered against the Municipality, its officers, employees and agents resulting from any negligent act or omission by the Company in connection with the provision of Services pursuant to this Agreement.

#### 10. CONFIDENTIAL INFORMATION

- 10.1 The Company acknowledges that they will acquire information about certain matters and things which are confidential to the Municipality and which information is the exclusive property of the Municipality.
- 10.2 The Company agrees that neither they, nor their employees, agents or contractors shall divulge information communicated to them or acquired by them or disclosed by the Municipality, its employees, agents or contractors in the course of carrying out the services required to be provided herein, without the prior written consent of the Municipality. Furthermore, the Company shall not use, at any time during the term of this agreement, or thereafter, any of the information acquired by the Company during the course of carrying out the services provided herein for any purposes other than the purposes authorized in writing by the Municipality.

### 11. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

The Municipality may at times make public information in accordance with the Freedom of Information and Protection of Privacy Act, R,S,O. 1990, c.F.31, as amended. Any Company proprietary or confidential information should be clearly identified. The Municipality will maintain confidentiality on such information unless ordered to release the information by the Information and Privacy Commission or a court.

### 12. ACCESSIBILTY FOR ONTARIANS WITH DISABILITIES ACT (AODA) COMPLIANCE

The Company shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005. The Company shall ensure that all of its employees, agents, volunteers or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Company acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Municipality must, in

deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. The Company shall submit proof on compliance upon request of the Municipality.

#### 13. CONFLICT OF INTEREST

The Company shall not hire any officer or employee of the Municipality to perform any services covered by this Agreement.

Should the Company or anyone associated with the Company have or acquire any pecuniary interest, direct or indirect, including an interest in:

- (a) any contracts or proposed contracts with Municipal or other corporations; or
- (b) any contract or proposed contract that it is reasonably likely to be affected by a decision from any recommendations which may be made as a result of the Company pursuant to this Agreement,

that person shall forthwith disclose their interest to the **Bonnie Sackrider**, **Director of Community Services** who shall report it to Director and/or CAO and the Municipal Council shall have the right to decide whether such interest constitutes a conflict of interest; and the Municipality shall have the exclusive right to terminate the services being provided by the Company pursuant to this Agreement at its sole option. Should such a determination be made, the provisions of termination contained in this Agreement shall apply.

The absence of any disclosure of interest shall be treated as a representation and warranty by the Company that no such pecuniary interest exists.

#### 12. SEVERABILITY

In the event that any provision or part of this Agreement shall be deemed to be void or invalid by a court of competent jurisdiction, the remaining provisions, or part of it, shall be and remain in full force and effect.

#### 13. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the engagement of the Company and any and all previous agreements, written or oral, express or implied, between the parties or on their behalf relating to the engagement of the Company by the Municipality are terminated and canceled and each of the parties releases and forever discharges the other of and from all manner of actions, causes of actions, claims or demands whatsoever under or in respect of any agreement.

#### 14. AMENDMENT OF AGREEMENT

Any amendment of this Agreement must be in writing and signed by the Company and Director and/or CAO for the Municipality or it shall have no effect and shall be void.

### 15. GOVERNING LAW

The Company shall comply with all relevant federal, provincial and municipal statues, regulations and by-laws pertaining to the Services. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

#### 16. HEALTH AND SAFETY

The Company shall comply with all governing regulations related to employee health and safety, including the Municipalities Policy on Occupational Health and Safety (copy available upon request). The Company shall keep employees and subcontractors informed of such regulations.

The Company shall fully indemnify and save harmless the Municipality from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality if the Municipality or any of its employees shall be made a party to any charge under the Occupational Health and Safety Act as a result of any violation of the Act by the Company.

### 17. NOTICE

Any notice, demand, acceptance or request required to be given hereunder in writing, shall be deemed to be given if personally delivered or mailed by registered mail, postage prepaid, (at anytime other than during a general discontinuance of postal services due to a strike lockout or otherwise) and addressed to the party to whom it is given as follows:

MUNICIPALITY: The Corporation of the Town of Kirkland Lake

Bonnie Sackrider, Director of Community Services

55 Allen Avenue

Kirkland Lake, Ontario, P2N 3P4

COMPANY: Sound Barriers – Division of 1466147 Ontario Inc.

Attention: Mike Latham

2390 Drew Road

Mississauga, Ontario, L5S 1B8

Any notice shall be deemed to have been given to and received by the Party to whom it is addressed:

- (a) if delivered, on the date of delivery; or
- (b) if mailed, then on the fifth day after the mailing thereof.

#### 18. FURTHER ASSURANCES

The Company and the Municipality agree that each of them shall and will, upon the reasonable request of the other, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, documents and assurances whatsoever necessary to give effect to this agreement, the terms and conditions herein.

### 19. WAIVER

- 19.1 No waiver of any clause, term or condition of this agreement by any employee, agent or contractor of the Municipality shall constitute a valid or enforceable waiver by the Municipality and the Company shall not be entitled to rely thereon.
- 19.2 No waiver of any clause, term or condition of this agreement by the Municipality shall constitute a continuing waiver of such clause, term or condition nor constitute a continuing waiver of any other clause, term or condition in this agreement.

### 20. ASSIGNMENT

The Company shall not assign the whole or any part of the benefit or obligation of this agreement without the written consent of the Municipality, which written consent may be unreasonably withheld or delayed.

#### 21. BINDING EFFECT

This agreement shall ensure to the benefit of and be binding upon the parties, and their respective successors, administrators and assigns.

#### 22. CONFLICT RESOLUTION

- 22.1 This agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following;
- 22.2 That each will function within the laws and statues that apply to its duties and responsibilities; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the agreement.
- 22.3 All parties to the agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to the agreement or breach thereof first through negotiations between the Company and the Municipality by means of discussions built around mutual understating and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- 22.5 Failing resolution by mediations, all claims, disputes and other matters in question shall be referred to arbitration.
- 22.6 No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the project or in the business or other affairs of either the Company or the Municipality.
- The Award of the arbitrator shall be final and binding upon the parties and the provisions of the Arbitration Act, 1991 S.O 1991, Chapter 17, shall apply.

#### 23. INDEPENDENT CONTRACTOR

Both parties expressly acknowledge and agree that they are Independent Contractors and no Agency, partnership, or employment relationship is intended or created by this Agreement. The Company shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance, Canada pension, Worker's Compensation, insurance premiums of its employees and discipline/supervision of its employees. The Company acknowledges and agrees that while it shall remain fully responsible for the method and completing the Services, the Municipality may supervise the performance of the Services for a) compliance with the Municipalities policies, procedures, directives and guidelines and for b) compliance with all safety, security, and environmental laws, regulations, guidelines and procedures. Both parties agree that any such supervision by the Municipality shall not in any way relieve the Company from its obligations and responsibilities under this Agreement or at law nor shall such supervision be considered interference by the Municipality with the Company 's performance of the Services.

**IN WITNESS WHEREOF** the Municipality has hereunto affixed its corporate seal attested to by the hands of its proper signing officers duly authorized in that behalf, and the Service Provider has hereunto set his/her hand and seal.

COMPANY	THE CORPORATION OF THE TOWN OF KIRKLAND LAKE
Signing Officer	Mayor – Pat Kiely
Title	Clerk – Jennifer Montreuil
Date:	Date:

#### SCHEDULE A – SCOPE OF WORK

#### **ANCHORING**

The dashers are to be installed onto a concrete apron slab with a 11" high curb.

4-1/2" x 7" x 1/2" mild steel plates with three 11/16" holes for bolting to concrete using 5/8" x 3 1/2" wedge anchors.

#### **FRAME**

The finished height of the new dasher system is to be 48" high measured from the refrigerated slab to top of polyethylene sill cover.

Re-use the existing steel posts where possible.

NEW hot dipped galvanized 3" x 3" steel posts and plates to be supplied where required.

NEW hot dipped galvanized steel stringers to be supplied.

Steel stringers to be as follows:

1-1/2" x 1-1/2" HSS tube for front bottom, middle and top stringers.

1-1/2" x 1-1/2" HSS tube for top back and stringers where backer panel is required.

#### **GATES**

- Four (4) new aluminum player box gates 30" wide.
- Two (2) new aluminum penalty box gates 30" wide.
- One (1) new aluminum timer box gate 30" wide.
- One (1) new aluminum machine gate 120" wide for the end of the rink.
- Five (5) new aluminum removable lift out section(s) 36" wide for the sides of the rink.

#### **HARDWARE**

Each aluminum player gate, complete with 10 GA steel continuous piano hinges, latch sets and gate keepers.

Each aluminum machine gate, complete with heavy-duty adjustable hinges, two (2) sliding closure bars and two (2) heavy-duty, spring-loaded adjustable castors.

High density, stress relieved polyethylene skate threshold shall be 1" thick and 7" deep to cover entire width of all man gate openings. Fasteners are to be counter-sunk 1/2" deep.

Existing steel threshold at the machine gate is to be re-used.

### **BOARD CLADDING**

New .500" thick high impact white polyethylene board facing.

New .500" thick, 8" high, polyethylene kick strip, top edge routed to 1/4" radius.

Colour for the kick strip to be yellow

New .500" thick polyethylene top sill, top edge, front and back, routed to 1/4" radius.

Colour for the top sill to be yellow.

Official line markings, 1/2" x 12" wide red centre line and blue lines, and 1/2" x 2" wide red shall be carried vertically up the face of the boards in such a fashion that they are flush and interrupt the white surface completely from the ice to the bottom of the top sill.

Fasteners for board cladding are to be 1/4-20 colour-matched Philips flat head type F screws.

New .375" thick white polyethylene shall be installed on the back side of the dashers to form a water bottle shelf in the player and penalty boxes. This shelf is to be equal in height to the middle stringer of the dasher board frame.

#### **BACKER PANEL**

.375" thick white polyethylene backer panel for entire perimeter of the rink.

Colour for the backer panel to be white.

#### **GLAZING AND SUPPORTS**

Re-use 28 pieces of 96" high, 5/8" thick tempered glass on the end and radius of the rink opposite the header end.

Supply new 96" high, 5/8" thick tempered glass where required.

Re-use 24 pieces of 72" high, 5/8" thick tempered glass on header end and radius.

Supply new 72" high, 5/8" thick tempered glass where required.

Re-use 46 pieces 72" high, 1/2" thick tempered glass on the sides of the rink.

Supply new 72" high, 1/2" thick tempered glass where required.

Supply new extruded aluminum, mill finished, shield supports for the complete perimeter of the rink.

Support back shall be secured to the center stringer with a "J" Hook bracket.

Supports are to be Sound Barriers 2P Series, a two-piece support with a removable ice-side cap fastened with 1/4-20 x 2 1/4" bolts threaded into an anti-strip mechanism,

"End" supports are to be provided at glazing terminations, doors and 90-degree corners.

Vinyl covered polyethylene foam protective bumpers, 36" high are to be provided at glazing termination points.

#### PLAYERS PENALTY AND TIME KEEPERS - BOXES

Players, penalty and timer boxes are to remain "as is".

### **PLAYERS PENALTY AND TIME KEEPERS - SHIELDS**

Players, penalty and timer box shielding is to remain "as is".

#### PLAYERS PENALTY AND TIME KEEPERS - FLOORS

Players, penalty and timer box flooring is to remain "as is".

#### **PLAYERS PENALTY - BENCHES**

Players and penalty box benches are to remain "as is".

#### TIME KEEPERS TABLE

Timekeepers table shall be constructed with 1/2" polyethylene supported by two wall-mounted angle brackets.

#### **PROTECTIVE NETTING**

The existing protective netting at either end of the rink is to be re-used.

#### **GENERAL**

Electrical work is NOT included in this scope of work.

Concrete work for curb, if required, is NOT included in this scope of work.

#### DASHER BOARD ADVERTISING - SUPPLY

To supply 46 new dasher board advertising panels.

Ad panels to consist of .040" ABS white advertising material and .1/8" thick clear polycarbonate cover. These are designed to sit on top of the new .500" dasher facing.

Polycarbonate (96" long)will have all edges routed and cut to size to fit between the top of the kick strip and the bottom of the top sill.

Polycarbonate to be pre-drilled with over sized holes and supplied with pan head fasteners.

### **INSTALLATION OF AD-KITS**

To install 46 Ad-Kits onto the new dasher boards as described in the base bid.

#### REMOVAL OF EXISITNG DASHERS AND GLASS

To remove the existing shields, supports and dasher framing.

Shields to be stored on site.

Disposal of all un-usable material into disposal bins provided by owner.

Disposal of material by owner.

### SCHEDULE B - INSURANCE

The Company shall provide and maintain during the term of the Contract Commercial General Liability Insurance acceptable to the Town of Kirkland Lake and subject to limits of not less than **Two Million Dollars (\$2,000,000.00)** inclusive per occurrence for bodily injury & damage to property. The Commercial General Liability Insurance shall also include coverage for;

- 1) Premises and operations liability;
- 2) Products or completed operations liability;

The Company will need to name the Town of Kirkland Lake as an additional insured and provide 30 days notice of cancellation



Memorandum to Council		
Meeting Date: 17/05/2022	Memorandum Number: 2022-HR-002	
Presented by: Shawn LaCarte	Department: Corporate Services	

## MEMORANDUM TITLE

Review of Corporate Policies - Code of Ethics, Code of Discipline and Violence and Harassment in the Workplace Policies

## RECOMMENDATION(S)

BE IT RESOLVED THAT Memorandum Number 2022-HR-002 entitled "Review of Corporate Policies - Code of Ethics, Code of Discipline and Violence and Harassment in the Workplace Policies" be received, and

**AND THAT** Council hereby approve the updates to the Code of Ethics, Code of Discipline and Violence and Harassment in the Workplace Policies;

**AND THAT** CORP2020-005 Code of Discipline, Corporate Policy, CORP2020-006 Code of Ethics and Equal Opportunity Program and HS2020-029 Violence and Harassment be repealed;

**AND FINALLY THAT** CORP2022-002 Code of Ethics Policy, CORP2022-003 Code of Discipline Corporate Policy, and CORP2022-004 Violence and Harassment in the Workplace Policy be inserted into the Corporate Policy Manual.

### BACKGROUND AND RATIONALE

All three policies were previously reviewed in October of 2020. More recently, the policies were reviewed by Wishart Law and they identified several areas that required updating or changing of existing language. They also found that there was some conflicting language and guidance between the three policies. Wishart Law recommended several changes to the policies that have been reflected in Attachments 1 through 3.

The proposed changes to the policies were reviewed by HR, Senior Management, CAO and Wishart Law.

# **ATTACHMENTS**

Attachment 1 – Proposed Code of Ethics Policy (CORP2022-002)

Attachment 2 – Proposed Code of Discipline, Corporate Policy (CORP2022-003)

Attachment 3 – Proposed Violence and Harassment in the Workplace Policy (CORP2022-004)



POLICY			
Policy Number: CORP2022-002	Date Approved: February 2009		
Department: Corporate	Date Reviewed: May 2022		
Code of Ethics			

### 1. Policy Statement

The Code of Ethics is intended as a guide for all employees in their conduct in certain specified areas. It is not intended to be exhaustive or to provide specific guidelines in every circumstance.

### 2. Purpose

As a municipality, the Town of Kirkland Lake (referred to as the "Corporation") is a responsible level of government. The public is entitled to expect the highest standard of conduct from our employees. Adherence to ethical standards of behaviour will protect and promote the Corporation's reputation and integrity. In this regard, all employees have an obligation not merely to obey the law, but to act in a manner that is so scrupulous; their conduct will bear the closest public scrutiny.

### 3. Scope

This policy applies to all employees of the Corporation.

Private interest must not provide the potential for, or the appearance of, an opportunity for benefit, wrongdoing, or unethical conduct.

Private interests are all those aspects of an employee's activity outside those connected with official civic duties. These Include:

- I. Financial interest:
- II. Paid and unpaid activities beyond official duty;
- III. Relationships with third parties who may be:
  - a) Employed by the Corporation;
  - b) Doing business with the Corporation;
  - c) Seeking employment or benefits from the Corporation.

It is important to emphasize that conflict of interest relates to the potential for wrongdoing as well as to actual or intended wrongdoing.

## 4. Conflicts of Interest

All employees must act solely in the best interest of the Corporation.

A conflict of interest exists where an employee has a private or personal interest that supersedes, competes with or influences the performance of the official duties and responsibilities of the employee's position. This could arise from an actual, potential or perceived conflict of interest of a financial or other nature.

A conflict of interest includes, but is not limited to, the following:

- Obtaining for yourself or an entity in which you have an interest, any proprietary or business advantage, either belonging to the Corporation or for which the Corporation has been negotiating;
- Having a personal or financial interest that impairs your ability to perform your duties in an objective manner;
- Using your position for personal or financial gain for yourself or for a spouse, family member or personal friend;
- Receiving business gifts or entertainment that compromises or appears to compromise your ability to make objective or fair decisions.

Any actual, perceived or potential conflicts of interest must be disclosed at the earliest opportunity to your supervisor and will be appropriately dealt with. Proactively disclosing conflicts of interest is essential to ensure public confidence in the Corporation can be maintained.

#### 5. Outside Employment

An employee must obtain express permission from their Department Head before engaging in an outside work opportunity. The Department Head will seek approval from the Chief Administrative Officer, where appropriate.

No employee may engage in outside work, whether as an employee, independent contractor, partner or otherwise, which creates an actual, potential or perceived conflict of interest, including where the outside work:

- Interferes with the performance of the employee's employment duties with the Corporation;
- Where an advantage is derived from employment with the Corporation; or
- Is likely to influence or affect the carrying out of the employee's duties to the Corporation.

## 6. Gifts, Benefit and Hospitality

Employees shall not, directly or indirectly, accept a gift, benefit or hospitality from any individual or organization in the course of the performance of municipal duties or as a result of their position with the Corporation, unless permitted under an exception listed in this policy.

Employees shall not use the name "The Town of Kirkland Lake" to obtain discounts for privately purchased goods and services. Likewise, goods and services shall not be purchased by employees through any municipal purchasing agency and using payroll deduction for personal use.

Employees shall not receive or demand preferential treatment in the use of municipal facilities or services unless it is a requirement of formal duties or as provided for under the authority of Kirkland Lake Town Council.

For the purpose of this policy:

- "Gift" means a free or discounted item or service;
- "Benefit" means preferential treatment, privileged access, favours or other advantage including invitations to social events, access to discounts or promises of employment or other work opportunity; and
- "Hospitality" means friendly reception and entertainment of guests, including sponsored travel or accommodation or dining.

Each of the following is recognized as an exception:

- a) Compensation authorized by law;
- b) Gifts, benefits or hospitality of the kind that normally accompanies the responsibilities of the office and is received as an incident of protocol or social obligation;
- c) As a result of services provided without compensation by an employee volunteering their time in a function that would not normally be provided for compensation;
- d) A suitable memento of a function of honouring the employee, such as a retirement gift;
- e) Food and beverage consumed or items distributed at a banquet reception or similar event if attendance by the employee is for a legitimate municipal purpose and the value is reasonable.

## 7. Fraud and Other Similar Irregularities

The Town of Kirkland Lake is committed to protecting its revenue, property, information and other assets from any attempt, either by members of the public, contractors, sub contractors, agents, intermediaries or its own employees, to gain by deceit, financial or other benefits. The Corporation is committed to implementing measures to detect and report the incidence of fraud, and also for investigating any suspected acts of fraud, misappropriation, or other similar irregularities.

For the purposes of this policy, the definition of fraud is as follows: intentional perversion of truth in order to induce another to part with something of value or to surrender a legal right; an act of deceiving or misrepresenting.

Fraud, abuse, and other similar irregularities include, but are not limited to:

- a) Forgery or alteration of documents (cheques, drafts, promissory notes, securities, time sheets, independent contractor agreements, purchase orders, etc.);
- b) Any misappropriation or embezzlement of funds, securities, supplies or any other asset:
- c) Any irregularity in the handling or reporting of money transactions;
- d) Misappropriation of furniture, fixtures, equipment and seeking or accepting anything of material value from vendors, consultants or contractors doing business with the Corporation in violation of the Corporation's Code of Ethics;
- Seeking or accepting anything of material value from vendors, consultants, or contractors doing business with the Corporation in violation of the Corporation's Code of Ethics;
- f) Unauthorized use or misuse of The Corporation's property, equipment, vehicles, materials or records. Unauthorized use or misuse may be recovered by the Corporation through payroll deduction or otherwise, and the responsible employee may be subjected to disciplinary action;
- g) Any computer related activity involving the alteration, destruction, forgery, or manipulation of data for fraudulent purposes or misappropriation of the Corporation's owned software or hardware;
- h) Any claim for reimbursement of expenses that are not made for the exclusive benefit of the Corporation;
- i) Any similar or related irregularity.

It is the Corporation's intent to fully investigate any suspected acts of fraud, misappropriation or other similar irregularity. An objective and impartial investigation will be conducted into all suspected violations of this policy.

## 8. Criminal Code Offences

At the employer's sole discretion, any employee charged with an offence under the Criminal Code of Canada may be suspended from employment with pay pending the outcome of the criminal matter depending on the nature of the offence and its relationship to the duties of the employee.

## 9. Political Activity

While the Corporation recognizes the right of employees to participate in political activity, at the same time, the Corporation is responsible for creating and maintaining an impartial public service.

For the purpose of this policy, political activity applies to municipal, provincial, federal, school board or other public offices, and includes seeking nomination or appointment in any political office, participating as a candidate in an election, or canvassing, campaigning, supporting or opposing any individual or political party seeking or holding political office.

Employees are prohibited from the following:

- Engaging in political activity during working hours;
- Engaging in political activity that is a conflict of interest with their duties to the Corporation;
- Using the Corporation's resources for or while engaging in political activity;
- Using their position with the Corporation in such a way to support, endorse or further political activity.

Employees must comply with applicable legislation regarding political activity. In particular, employees of the Corporation seeking election as a member of council of the Corporation must take an unpaid leave of absence as of the day the employee is nominated in accordance with the *Municipal Elections Act*. Employees seeking candidacy for and to be elected or appointed in other political office may request an unpaid leave of absence to do so in accordance with the Corporation's applicable policies and procedures.

## 10. Confidentiality

Employees are required to comply with the Corporation's Privacy Policy, including with respect to protecting confidential information. Any breach of the Corporation's Privacy policy will be dealt with in accordance with that policy and the Corporation's Discipline policy.

## 11. Workplace Harassment and Workplace Violence

Employees are required to comply with the Corporation's Workplace Violence and Harassment in the Workplace policy. Complaints of alleged workplace harassment and workplace violence will be dealt with in accordance with that policy.

## 12. Reporting Violations of this Policy

Any employee who suspects a violation of this policy must report the incident to their Director or, where the complaint involves the Director, the Human Resource Supervisor.

Where appropriate, the Corporation will notify the police or relevant authorities about an alleged violation of this policy.

All reports of violations of this policy will be promptly investigated in a manner appropriate in the circumstances. If necessary, the Corporation may retain the services of an independent third-party investigator to assist in an investigation.

The investigation will include:

- A preliminary review of the complaint to determine: whether it includes sufficient information, whether it discloses allegations that, if true, would constitute a violation of this policy, and/or whether the allegations are frivolous, vexatious or made in bad faith;
- Disclosing as much information to the parties as necessary to facilitate the investigation and ensure procedural fairness;
- Before interviewing the respondent about the merits of the complaint, providing written notice of the investigation to the respondent, including particulars of the allegations made against the respondent;
- Interviewing the complainant, respondent, and any person involved in the incident or any identified witness;
- Interviewing any other person who may have knowledge of the incidents related to the report or any other similar incidents;
- Ensuring the results of interviews are documented either through audio recording or being reduced to writing; and
- Reviewing any relevant documentation.

Should circumstances warrant, the Corporation may implement interim measures pending the outcome of the investigation, which may include suspending the respondent's employment with the Corporation with pay during all or part of the Corporation's investigation, or taking steps to prevent destruction or alteration of the Corporation's records.

The Corporation may implement corrective measures as a result of the investigation, which may include discipline in accordance with the Corporation's Discipline Policy.

## I. No Reprisal

Employees can report any violation of this policy without fear of reprisal. The Corporation does not permit or condone reprisal against anyone who, in good faith, reports or participates in an investigation of a possible violation of this policy. Good faith means that the worker has made a genuine and honest attempt to provide accurate information, even if it turns out the worker was mistaken.

It is a violation of this policy to discipline or punish a person because they have made a report in good faith as to any violation of this policy. Reprisal may be subject of a report under this policy, and persons engaging in reprisal will be subject to disciplinary measures in accordance with the Corporation's Discipline Policy.

## II. Bad Faith Reports

If an employee makes a report that is frivolous, vexatious or made in bad faith, the employee will be subject to disciplinary measures in accordance with the Corporation's Discipline Policy. Examples of bad faith include, but are not limited to, making a report knowing the allegations are untrue or making a report for an improper purpose.

## III. No Interference with Investigation

It is a violation of this policy to hinder, obstruct or interfere with or attempt to hinder, obstruct or interfere with an investigation. Workers engaging in such conduct will be subject to disciplinary measures in accordance with the Corporation's Discipline Policy.

#### IV. Confidential Information and Communication

All records of the investigation will be kept confidential to the extent permitted by applicable law. Information obtained about an incident or complaint under this policy, including identifying information about any individuals involved, will not be disclosed unless disclosure is necessary to protect workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

While the investigation is on going, all participants in the investigation are prohibited from discussing the incident or complaint or the investigation with each other or other workers or witnesses unless necessary to obtain advice about their rights.



POLICY		
Policy Number: CORP2022-003	Date Approved: January 2016	
Department: Corporate	Date Reviewed: May 2022	
Code of Discipline, Corporate		

## 1. Policy Statement

The Town of Kirkland Lake (referred to as the "Corporation") must ensure employees carry out their responsibilities in a professional, effective manner that is consistent with the values of the Corporation. Employees are expected to act in a manner, which reflects positively on themselves and the Municipality.

## 2. Purpose

All employees of the Corporation of the Town of Kirkland Lake share a common goal of providing the best possible service both within the Corporation and to the public, and to strive to reach the Corporation's goals and objectives.

In order to reach these goals, all management shall strive through personal leadership and motivation, to maintain an atmosphere of trust and open communication with employees. They shall operate from the premise that problems, which may arise from time to time, are best resolved through open dialogue between the employee and the supervisor.

It is also recognized that unions can, and should, play a vital role in attempting to resolve problems at the earliest stage possible. To this end, management is committed to meet and discuss problems with the appropriate union representative of bargaining unit employees.

In the pursuit of achieving the Corporation's goals and objectives, it may become necessary for management to contemplate some form of disciplinary action if circumstances warrant. If this situation should arise, it is the Corporation's position and philosophy that disciplinary action is designed to be corrective rather than punitive in nature. The effect of this would be to encourage employees to change unacceptable behavior, to deter similar acts of behavior and to motivate the employee towards achieving the overall goals of the Corporation.

For the most part, an employee shall be given the opportunity to improve unacceptable work performance or conduct insofar as this is reasonable and practical. However, there may be occasions where, due to the frequency or seriousness of an employee's misconduct, the most appropriate disciplinary measure is termination of employment by discharge. While it is hoped that these situations will be most rare, it is recognized that this action would be required in the event that the employer/employee relationship is no longer viable.

Employees engaging in behaviour that falls below the expected standard of conduct or performance will be subject to a disciplinary sanction appropriate in the circumstances. Generally, the Corporation views discipline as a positive process, which has the purpose of correcting unsatisfactory situations.

Discipline is formal action taken by the Corporation in response to an employee's undesirable conduct or performance, which must be corrected.

Progressive discipline is a series of disciplinary steps, which increase in severity. The intention of progressive discipline is to communicate the seriousness of the conduct or performance deficiencies and provide directions on how to correct the problematic behaviour.

Each situation is unique. The disciplinary sanction issued will be determined based on all the circumstances present. Serious conduct or performance deficiencies may result in immediate and significant disciplinary sanctions, up to and including termination.

The Corporation recognizes and is committed to complying with all human rights and occupational health and safety obligations in executing this policy.

In all actions involving disciplinary action, it is recognized that unionized employees have the right to access the grievance procedure as outlined in the respective collective agreement.

### 3. Scope

This policy applies to all employees of the Corporation. This policy applies with the necessary modifications required to comply with any applicable collective agreements.

### 4. Policy & Procedures

## 4.1 Application of Discipline Policy

Due to the variety of situations that may arise in an organization as diversified as the Corporation of the Town of Kirkland Lake, this document is intended to be a guideline only regarding the handling of disciplinary matters. However, it is important to recognize that, to the extent possible, a consistent approach to discipline is both appropriate and desirable.

To this end, the Administration and HR Department is available to discuss the appropriateness of contemplated disciplinary action.

## 4.2 Prerequisites for Discipline

An employee cannot, in most instances, be disciplined for, among other items, breach of Town of Kirkland Lake policy, violation of rules and/or regulations, or failure to perform satisfactorily unless it can be demonstrated that a reasonable employee should have been aware of what was expected.

Therefore, it is important to note that employees should be informed about the rules, regulations and policies governing all Town employees and specific information related to what is expected of the employee in the work environment. If an employee's behaviour is not acceptable, it must be pointed out to the employee what is expected of them and what the consequences of failing to comply with such expectations will be.

## 4.3 Disciplinary Conduct

All employees are expected to meet reasonable standards of job performance and personal and professional conduct. The degree of discipline issued will depend on the severity of the infraction, and will be comply with any applicable collective agreements, contracts, laws or regulations.

The actions considered as cause for disciplinary action include but not limited to:

- violation of the rules or policies of the Corporation;
- violation of any legal or regulatory requirements;
- misuse of the Corporation's resources;
- insubordination;
- neglect of duty;
- incompetence;
- failing to meet performance expectations;
- culpable absenteeism, including lateness;
- inappropriate comments or conduct including bullying, harassment or violence;
- theft:
- negative remarks against the Municipality, colleagues or members of Council;
- acting in a conflict of interest;

- aggressive or abusive conduct;
- dishonesty;
- making false allegations against colleagues or others;
- any action or inaction that harms or is perceived to harm the Corporation, or which may negatively impact fellow employees or members of the public;
- assaults a supervisor or members of the public;
- acts in contravention of the Corporation's policies on Conflict of Interest and Personal Use of Town Property;
- commits an indictable offence or an offence punishable under any statute of Canada or any Province or territory which affects ability to perform the duties of the position;
- steals or participates in the theft of public property;
- willfully causes waste, damage or destruction of any public property;
- operates a Town vehicle while employee's license is suspended;
- engages in workplace harassment, workplace sexual harassment or workplace violence;
- fraudulently obtains documentation required for approval of leave is absent without permission;
- tampers with attendance registers or time clocks to deliberately misrepresent attendance;
- acts in a manner likely to bring discredit to the Corporation;
- makes a false statement in relation to any matter affecting appointment or employment;
- makes or signs a false statement in relation to the performance of duties:
- sleeps on duty;
- falsifies expense or any other claim forms;
- reports for duty impaired or is unfit for duty due to the influence of alcohol or illegal drugs;
- consumes alcoholic beverages, legal drugs or illegal drugs that cause impairment while on duty, on or off of Town of Kirkland Lake premises. This includes paid and unpaid breaks for employees who are required by their jobs to operate vehicles and/or equipment, or work in safety sensitive areas (such as water distribution) while on duty;
- fails to account for, improperly withholds, misappropriates or misapplies any public money or property;

- fails to notify immediate manager of use of prescribed drugs causing impaired alertness and/or disorientation. Each employee is responsible for: determining any potential adverse effects of using prescribed or over-thecounter medication with his/her doctor or pharmacist, heading warning labels on medications re: impairment;
- breach of confidentiality by an employee who is entrusted with or has access to employee personal information or any other information deemed by the Corporation or by legislation to be confidential in nature;
- sustained, intemperate or unbalanced public criticism of either Corporate policy or procedures or the character or integrity of those responsible for the development or administration of policy or procedures;
- is discourteous or rude to members of the public or employees of other Branches or Departments;
- is insubordinate;
- improperly uses the services of another employee during working hours or uses the property of the Corporation at any time for other than officially approved activities;
- disregards established safety practices;
- fails to promptly report a work accident;
- tampers with another employee's personal belongings or work assigned equipment, locker, toolbox, etc.;
- as a person in authority, condones or fails to take action when an employee has committed an infraction;
- misuse of Town computers or information systems by violating computer policy;
- late without a reasonable explanation;
- departs early without reasonable explanation;
- interferes with the work of others;
- wastes time while on duty.

## 4.4 Role of Managers and Employees

It is the responsibility of employees to exhibit the required standard of conduct and performance. It is also the responsibility of employees to correct any problematic behaviour.

Managers have an important role in the discipline process. Managers are accountable for correcting the unacceptable behaviour of those employees who report to them. Managers must always act fairly and objectively. Managers must respond appropriately to all instances of unacceptable behaviour. By avoiding or delaying discipline, managers deprive employees of the opportunity to understand

the acceptable standards of behaviour, and jeopardize the trust required to occupy a management role.

It is recognized that managers may implement non-disciplinary steps before formal discipline is issued. This may involve verbal or written reminders, cautions or clarifications through coaching or letters of instruction. The manager must clearly set out, in non-disciplinary language, the problematic behaviour, the rule, policy procedure or practice that applies, and the expected standard of conduct.

If an employee's actions are unacceptable and informal discussions have failed to correct the situation, it may be appropriate for the manager to consider some type of disciplinary action. It is extremely important that accurate records be kept by the supervisor with respect to all efforts to correct the undesired behaviour.

## 4.5 Union Representation

Subject to any specific collective agreement, unionized employees have the right to union representation at any meeting of a disciplinary nature.

## 4.6 Investigation

When a manager becomes aware of potential or actual disciplinary conduct, the manager will conduct an investigation reasonable in the circumstances to determine what occurred. A reasonable investigation may be as simple as confirming an employee reported to work late, or may be more complex and involve reviewing documents, interviewing witnesses, and any other step that may be required. The manager should engage higher levels of management to assist in the investigation when necessary.

The employee must be given an opportunity to explain and respond to the situation.

All steps taken in the investigation must be adequately documented.

The Corporation may implement interim measures during the investigation as required, such as placing the employee on a paid leave of absence.

## 4.7 Types of Disciplinary Action

Generally speaking, discipline falls into one of the following categories:

- a) Verbal Warning
- b) Written Warning
- c) Suspension
- d) Discharge

In imposing disciplinary action, it is important to note that generally such sanctions will be progressive. However, it may happen that an offence is so flagrant or serious that the only appropriate penalty is discharge without having imposed any lesser penalty.

## I. Verbal Warnings

A verbal warning should be applied to misconduct or performance issues of a relatively minor nature. This would include a statement of what the employee did wrong, how It could be corrected and the possible consequences if corrective action is not forthcoming from the employee. In most circumstances, this action will be sufficient to correct any inappropriate behaviour. A verbal warning must be documented.

## II. Written Warning

A written warning should be applied in the event that the employee previously received a verbal warning and failed to correct the behaviour, or if the misconduct is serious enough to warrant a written warning.

## III. Suspension

A suspension is the temporary removal of an employee from the place of work usually for a specified period of time. A suspension should be applied if the employee previously received a written warning and failed to correct the behaviour, or if the misconduct is serious enough to warrant a suspension. Suspensions are with pay, unless a provision in the employment contract or applicable collective agreement permits suspensions without pay. Suspensions may increase in severity. An employee may be issued a short-term suspension of 1-3 days, or a long-term suspension of greater than 3 days.

Note that administrative suspensions with pay pending the outcome of an investigation are non-disciplinary in nature and not subject to this policy.

Suspensions must be immediately reported to both the Department Head and to the Town CAO.

## IV. Discharge

In the event that it is not possible to continue the Employer/employee relationship, it may be appropriate for the Corporation to consider discharging an employee. Discharge may be an appropriate sanction if an infraction is of a major nature; or it may be appropriate if an infraction is the latest in a series of offences, which have been dealt with through progressive stages of the disciplinary process. These offences may or may not be related and may by themselves, not warrant discharge.

However, when examined as a whole, the employee's record may indicate that the continuation of the employment relationship is not appropriate.

Discharge is the most serious sanction that the Employer can impose. The decision to proceed should be taken only after very careful consideration of all the available information and only when it is determined that the employee is no longer suitable for continued employment. It should be noted that only a Department Head could discharge an employee. This can only occur after a full discussion has taken place with the CAO and the Human Resource Supervisor and will be at the discretion of the CAO, subject to legal advice.

A letter of discharge should set out the facts and reasons the Corporation relied on in coming to the decision to terminate.

#### V. Other Penalties

The Corporation reserves the right to impose any other sanctions it deems appropriate such as demotion or transfer, where permissible by any applicable collective agreement, employment contract or law. When such sanctions are contemplated, the CAO shall be consulted.

## 4.8 Documenting Discipline Issued

The records of an employee's performance/behaviour must be as complete and detailed as possible.

At the time the employee is disciplined, the employee must be given a letter that, at minimum, states:

- The disciplinary sanction issued;
- The behaviour giving rise to the discipline;
- A description of the unacceptable behaviour, including when it occurred;
- An explanation of why the behaviour is unacceptable, including specific references to the policy or rule violated;
- Any other factors considered, such as previous discipline history;
- An explanation on how to correct the behaviour;
- Any relevant dates, including the date of the incident and the date discipline was issued;
- The name of the manager implementing the discipline;
- If applicable, a statement that further unacceptable behaviour will result in discipline up to and including termination.

The record must be objective; all discipline records forwarded to the employee's Personal File in the HR Office shall be clearly dated and identified in the subject line as follows:

- a) "Discipline"- suspension (or whatever it actually is);
- b) Last three digits of S.I.N./surname.

## 4.9 Factors Affecting the Degree of Penalty

In all cases where disciplinary action is contemplated, it is important to ascertain that the corrective measure to be applied is consistent with the particular circumstances surrounding the infraction.

- a) Seriousness of the infraction, including the actual offence and the effect of that offence on the Corporation;
- b) Uniformity of application, meaning the Corporation takes a consistent approach to similar offences in similar circumstances; Momentary Aberration or Premeditated Act, meaning whether or not the action arose because of an impulsive act or whether it was premeditated;
- c) Provocation, meaning whether or not an employee was provoked into action;
- d) Misunderstanding, or whether the employee reasonable knew about the expected standard of behaviour;
- e) Seniority, meaning an employee's length of service;
- f) Past Performance, meaning the employee's previous record and discipline history;
- g) Whether the employee acknowledges their behaviour and apologizes;
- h) Any other factor that applies in the circumstances.

## 4.10 Documenting Performance/Behavioural Problems

Throughout the discussion of the various types of disciplinary actions available to supervisors, the importance of making and keeping records has been emphasized. It is part of the supervisor's responsibility and duty to keep records of an employee's performance and/or conduct. Further, copies of all disciplinary documentation shall be forwarded to the Town Administrator.

A record of the disciplinary action must be placed on the Personal File of the employee concerned. However, nothing of a disciplinary nature should be placed on the employee file without the knowledge of the employee.

If an employee declines to acknowledge the content of the document to be placed on their file, a notation should be made to this effect prior to filing the document.

## 4.11 One Penalty for One Offence

An employee may not be disciplined more than once for the same incident.

## 4.12 Consultation with the CAO

Further information or clarification concerning disciplinary action is available by contacting the CAO at the Town Hall.



POLICY		
Policy Number: CORP2022-004	Date Approved: May 2018	
Department: Corporate	Date Reviewed: May 2022	
Violence and Harassment in the Workplace		

## 1. Policy Statement

The Corporation is committed to treating all employees with respect and fairness. To that end, all workers are required to create a work environment free from all types of violence, harassment and discrimination.

We must always treat each other with the utmost respect. All workers must comply with the standards of behaviour established by this policy. The Corporation shall consider all acts of workplace violence and workplace harassment to be unacceptable.

The Corporation is committed to taking all precautions reasonable in the circumstances to ensure a workplace that is free from workplace harassment and workplace violence. The Corporation will conduct an investigation reasonable in the circumstances into all incidents and complaints of workplace harassment and workplace violence, and will respond to the results of an investigation with appropriate corrective action. The Corporation will take all reasonable actions to stop inappropriate behaviour and protect employees.

#### 2. Purpose

All workers have the right to equal treatment without discrimination of any kind, as well as the right to be free from all workplace harassment, including workplace sexual harassment, and workplace violence.

## 3. Scope

This policy applies to all workers of The Town of Kirkland Lake (the Corporation), which includes employees, whether full-time, part-time or casual, contractors, volunteers and student employees.

## 4. Definitions

"Alleged aggrieved person" means a worker who has allegedly been the subject of a violation of this policy.

"Complainant" means a person who has made a report about another worker whom they believe has violated this policy. The complainant and the alleged aggrieved person may be the same individual.

"Respondent" means the person who is alleged to have violated this policy.

**"Worker"** means any of the following, but does not include an inmate of a correctional institution or like institution or facility who participates inside the institution or facility in a work project or rehabilitation program:

- a person who performs work or supplies services for monetary compensation for the Corporation.
- ii. a secondary school student who performs work or supplies services to the Corporation for no monetary compensation under a work experience program authorized by the school board that operates the school in which the student is enrolled.
- iii. a person who performs work or supplies services to the Corporation for no monetary compensation under a program approved by a college of applied arts and technology, university or other post-secondary institution.
- iv. such other persons as may be prescribed under the *Occupational Health and Safety Act* who perform work or supply services to the Corporation for no monetary compensation.

"Workplace" means any land, premises, location or thing at, upon, in or near which a worker works including:

- a) the site where the individuals are customarily employed; and
- b) all other places which
  - result from employment responsibilities or employment relationships, locations at work-related social functions, off-site work assignments, work-related conferences or training sessions, and work-related travel; or
  - ii. affect relationships in the workplace such as the Internet, including, but not limited to, chat rooms/bash boards, social networking sites, blogs/vlogs, and gaming sites.

## "Workplace harassment" means

 a) engaging in a course of vexatious comment or conduct against worker in a workplace that is known or ought reasonably to be known to be unwelcome, including workplace harassment that is based on one or more of the prohibited grounds listed in the Ontario Human Rights Code; or b) workplace sexual harassment.

Workplace harassment may include:

- i. making remarks, jokes or innuendo that demean, ridicule, intimidate or offend;
- ii. displaying or circulating, offensive pictures or materials in print or electronic form;
- iii. bullying;
- iv. repeated offensive or intimidating phone calls or emails; or
- v. any inappropriate conduct comment, display, action or gesture that:
  - (a) is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or
  - (b) constitutes a threat to the health or safety of the worker.

## "Workplace sexual harassment" means

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome or;
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Workplace sexual harassment may include:

- a direct or implied threat of reprisal for refusing to comply with a sexuallyoriented request;
- ii. unwelcome remarks, jokes, innuendos, propositions or taunting about a person's body, attire, sex or sexual orientation;
- iii. displaying pornographic or sexually explicit pictures or materials;
- iv. unwelcome physical contact;
- v. unwelcome invitations or requests, direct or indirect, to engage in behavior of a sexual nature; or
- vi. refusing to work with or have contact with workers because of their sex, gender or sexual orientation

## "Workplace violence" means

- a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

## Workplace violence may include:

- i. verbally threatening to attack a worker;
- ii. leaving threatening notes at or sending threatening emails to a workplace;
- iii. shaking a fist in a worker's face;
- iv. wielding a weapon at work;
- v. hitting or trying to hit a worker;
- vi. throwing an object at a worker;
- vii. sexual violence against a worker;
- viii. kicking an object the worker is standing on such as a ladder;
- ix. trying to run down a worker with a vehicle or equipment.

### 5. What is Not Covered by this Policy

This policy does not extend or apply to:

- a) Reasonable action or conduct by the Corporation, a manager, or supervisor that is part of the normal work function. Examples include changes in work assignments, scheduling, job assessment, and evaluation/performance management, implementation of any dress code and disciplinary action.
- b) Harassment that arises out of circumstances unrelated to the worker's employment.
- c) Physical contact necessary for the performance of the work using accepted industry standards.
- d) Conduct which all parties agree is inoffensive or welcome.
- e) Accidental situations such as a worker tripping over an object and pushing a coworker as a result.

## 6. Domestic Violence

A person who has a personal relationship with a worker may physically harm or threaten to physically harm that worker in the workplace. In these situations, domestic violence is considered workplace violence.

If the Corporation becomes aware, or ought reasonably to be aware, that domestic violence would likely expose a worker to physical harm that may occur in the workplace, the Corporation will take every precaution reasonable in the circumstances for the protection of the affected worker.

## 7. Responsibilities

## The Corporation

- a) Develop a policy and procedure to address workplace harassment and workplace violence;
- b) Ensure a hazard assessment to determine the potential for violence in this workplace;
- c) Take all reasonable steps to protect the health and safety of all workers, including control measures and procedures based on hazard assessments;
- d) Provide information and instruction to all workers on the contents of this policy, including on preventing and addressing workplace harassment and workplace violence:
- e) Ensure investigations reasonable in the circumstances into alleged workplace harassment and workplace violence are completed in a timely manner;
- f) Ensure workers exercising their rights under this policy are free from reprisal;
- g) Review this policy at least annually, or more often as needed.

#### Department Head/Supervisor

- a) Set a good example;
- Take reasonable steps to protect the health and safety of all workers;
- c) Notify Senior Management or the Human Resources department of any alleged incidents or complaints of workplace harassment or workplace violence;
- d) Participate in the reporting and investigation process;
- e) Contribute to the hazard assessment for workplace violence;

- f) Support and assist any workers exercising their rights under this policy;
- g) Take corrective action against those found to have perpetrated workplace harassment or workplace violence in accordance with the Corporation's Discipline policy.

#### Workers

- a) Treat individuals with respect and dignity and do not engage in workplace harassment or workplace violence;
- b) Report any incidents or complaints of workplace harassment or workplace violence in accordance with this policy;
- c) Participate in the investigation process where required;
- d) Complete training and education on this policy.

## Safety Committee/Safety Representative

- a) Participate in the annual review of this policy.
- b) Conduct workplace inspections that include recognizing signs of violence in the workplace and any physical condition issues of the buildings and ensuring that controls are in place and working.

## 8. <u>Hazard Assessment</u>

The Corporation will conduct a hazard assessment of the workplace to identify any issues related to potential workplace violence. The Recognize, Assess, Control and Evaluate (RACE) process for conducting this assessment will be used. The hazard assessment will take into account:

- a) Circumstances that would be common to similar workplaces;
- b) Circumstances specific to the workplace; and
- c) Any other elements prescribed by applicable legislation.

The Hazard Assessment shall be reviewed annually at a minimum, and anytime an incident of violence occurs, to determine what changes need to be made to prevent a re-occurrence. The Corporation shall advise the Safety Committee/Representative of the results of the assessment.

## 8.1 Controlling the risks identified in the assessment

The Corporation will institute measures to control any risks to worker safety identified in the hazard assessment.

The Corporation will comply with its duty to provide information to a worker related to a risk of workplace violence from a person with a history of violent behaviour if the worker can be expected to encounter that person in the course of carrying out their work and the risk of workplace violence is likely to expose the worker to physical injury. No more personal information shall be disclosed than is reasonably necessary to protect the employee from physical injury.

## 8.2 Communicating the results of an assessment

Upon the completion of a hazard assessment, the Corporation will advise the Safety Committee/Representative of the results of the assessment and provide a copy of the assessment in writing.

#### 8.3 Reassessment

The Corporation will reassess the risk of workplace violence as often as necessary to ensure that this policy continues to protect workers from workplace violence.

## 9. Summoning Immediate Assistance

If a worker becomes aware of threat of harm, the worker should immediately summon assistance including by:

- Calling their immediate supervisor
- Contacting the police or emergency assistance
- Contacting on-site security services, if applicable

In appropriate circumstances, a supervisor may initiate a lockdown of the workplace to prevent a threat of workplace violence. A lockdown involves any protection action and may include the following:

- a) An emergency protocol to prevent people or information from entering or exiting an area.
- b) People taking refuge in a secure location for protection from a dangerous external event;
- c) A security measure in which those inside a building are required to remain confined in it for a time;
- d) Evacuating an area.

Lockdown and evacuation procedures are part of the Corporation's Emergency Plan.

## 10. Reporting Violations of this Policy

All workers must report any violations of this policy promptly to Human Resources Supervisor (or designate). If the alleged perpetrator is the Human Resources Supervisor, the report must be made to the Corporation's highest-ranking officer. If the alleged perpetrator is the Corporation's highest-ranking officer, the report must be made to Council.

Where possible, the report should be made in writing and include details of:

- a) What happened a description of the events or situation;
- b) When it happened dates and times of the events or incidents;
- c) Where it happened;
- d) Who saw it happen the names of any witnesses, if any.

## 10.1 No Derogation of Rights

This policy in no way affects the right of any worker to:

- a) contact the police or other law enforcement agency on their own initiative;
- b) exercise their right(s) under any legislation including, their right to refuse unsafe work as provided by the Ontario *Occupational Health and Safety Act*; or
- c) take any other available legal action.

## 10.2 No Reprisal

Workers can report any violation of this policy without fear of reprisal. The Corporation does not permit or condone reprisal against anyone who, in good faith, reports or participates in an investigation of a possible violation of this policy. Good faith means that the worker has made a genuine and honest attempt to provide accurate information, even if it turns out the worker was mistaken.

It is a violation of this policy to discipline or punish a person because they have made a report in good faith as to any violation of this policy. Reprisal may be subject of a report under this policy, and persons engaging in reprisal will be subject to disciplinary measures in accordance with the Corporation's Discipline Policy.

## 10.3 Bad Faith Reports

If a worker makes a report that is frivolous, vexatious or made in bad faith, the worker will be subject to disciplinary measures in accordance with the Corporation's Discipline Policy. Examples of bad faith include, but are not limited to, making a report knowing the allegations are untrue or making a report for an improper purpose.

## 11. <u>Investigations</u>

All reports of violations of this policy will be promptly investigated in a manner appropriate in the circumstances. If necessary, the Corporation may retain the services of an independent third-party investigator to assist in an investigation.

An investigator will be a competent person who can be impartial and has the requisite knowledge, training and experience regarding investigations and the relevant legislation.

An investigation into reported violations of this policy will follow the process set out below.

## 11.1 Preliminary Assessment of the Complaint

An initial screening of the complaint will be conducted to ensure it includes sufficient information. The complainant may be contacted if additional information is required to determine whether the complaint can advance.

Complaints are presumed to advance to an investigation, unless there is a reason to screen out a complaint. The following is non-exclusive list of factors that may justify a complaint being screened out:

**Frivolous:** complaints that lack substance, are trivial, or lack an air of reality.

**Vexatious:** complaints that are made out of anger or a desire to seek retribution. Vexatious complaints may lack a reasonable purpose or be made with the intention to harass or annoy. Such complaints are often repeatedly filed after a previous complaint has been screened out.

**Bad faith:** complaints made for improper purposes including deceiving the Corporation or where the issues raised have previously been addressed by proceedings under another redress process for which a remedy has been granted.

**Not about this Policy**: complaints that to not disclose allegations that, if true, would constitute violation(s) of this policy.

Should a complaint be screened out, a brief written report will be provided to the complainant summarizing why the complained was screened out.

## 11.2 What is Included in the Investigation

Complaints that pass the preliminary assessment will proceed to an investigation. The investigation will include:

- a) Disclosing as much information to the parties as necessary to facilitate the investigation and ensure procedural fairness;
- b) Interviewing the complainant, the alleged aggrieved person, and any person involved in the incident or any identified witness;
- c) Interviewing any other person who may have knowledge of the incidents related to the report or any other similar incidents;
- d) Ensuring the results of interviews are documented either through audio recording or being reduced to writing; and
- e) Reviewing any relevant documentation.

Should circumstances warrant, the Corporation might implement interim measures pending the outcome of the investigation, which may include suspending the Respondent's employment with the Corporation with pay during all or part of the Corporation's investigation.

When the investigator determines that it is appropriate and, in any case, before interviewing the respondent about the merits of the complaint, the investigator will prepare written notice of the investigation, including particulars of the allegations made against the respondent, and provide a copy to the respondent.

After written notice of the investigation is provided to the respondent, the following will occur:

- a) The respondent will be invited to reply in writing to the allegations, and the response will be made known to the complainant;
- b) To the extent possible, details of the incident being investigated and the identities of any individual who participates in the investigation will be protected from unnecessary disclosure;
- c) During the investigation, the complainant, alleged aggrieved person and the respondent will be interviewed, as will any relevant witnesses;
- d) While the incident is being investigated, to the extent possible, contact between the parties will be limited;
- e) Upon completion of the investigation, the Corporation will inform both the alleged aggrieved person and the respondent in writing of the findings of the investigation and any corrective action that has been or will be taken as a result of the investigation.

The Corporation may implement corrective measures as a result of the investigation. Possible measures may include:

- referral for counselling;
- education and training;
- establishing appropriate security measures;
- where a violation of the policy is found to have occurred,
  - a) a letter of apology or a performance agreement, if the parties will agree to these;
  - b) disciplinary measures in accordance with the Corporation's Discipline Policy;
  - c) any other corrective action deemed appropriate under the circumstances

## 12. Confidential Information and Communication

Information about complaints and incidents shall be kept confidential to the extent possible. Information obtained about an incident or complaint under this policy, including identifying information about any individuals involved, will not be disclosed unless disclosure is necessary to protect workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

While the investigation is on-going, the alleged aggrieved person, complainant, the respondent(s) and any witnesses are prohibited from discussing the incident or complaint or the investigation with each other or other workers or witnesses unless necessary to obtain advice about their rights. The investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation.

All records of the investigation will be kept confidential to the extent permitted by applicable law. In particular, reports from investigations into complaints under this policy shall be kept by the Corporation in a confidential file and be readily available for examination by a representative of the Ministry of Labour.

## 13. No interference with investigation

It is a violation of this policy to hinder, obstruct or interfere with or attempt to hinder, obstruct or interfere with an investigation. Workers engaging in such conduct will be subject to disciplinary measures in accordance with the Corporation's Discipline Policy.

## 14. Record Keeping

The Corporation will keep records of the investigation, including:

- a) a copy of the complaint or details about the incident;
- b) a record of the investigation including notes;
- c) a copy of the investigation report (if any) except in cases where legal counsel for the Corporation is involved in the complaint processes as, in such cases, all copies of the investigation report shall be kept by legal counsel for the Corporation;
- d) a summary of the results of the investigation that was provided to the alleged aggrieved person and the respondent, if a worker; and
- e) a copy of any corrective action taken to address the complaint.

All records of the investigation will be kept confidential. The investigation documents, including the report should not be disclosed unless necessary to investigate an incident or complaint, take corrective action, or otherwise as required by law.

Records will be kept in accordance with the Corporation's applicable policies.

## 15. Violations of this Policy by Third Parties

If the respondent is not a worker of the Corporation, the Corporation may have limited ability to investigate or control the conduct of the individual. However, the Corporation will take reasonable steps to stop or reduce the risk to its workers of a violation of this policy by third parties.

Such action may include:

- a) posting this policy in a location visible to third parties; and
- b) requiring certain supplier or contractors and their workers to accept and meet the terms of this policy; and
- c) removing third party violators;
- d) contacting law enforcement; and
- e) taking legal action against third party violators.

Where a third party engaged in workplace harassment or workplace violence has been asked to stop and does not, workers are authorized to:

- a) end telephone conversations;
- b) politely decline service; and
- c) ask the third party to leave the workplace.

## 16. Policy Review

As required by the Occupational Health and Safety Act, the Corporation will review this policy at least annually. The most current version of this policy shall be posted in a conspicuous place in the workplace and/or on the Corporation's website.

## 17. Training

The Corporation will ensure all workers have read this policy. Training to enhance the understanding of how to prevent and respond to workplace harassment and workplace violence will be conducted by the Corporation. More frequent training may be requested or directed to individuals or groups as may be required.



REPORT TO COUNCIL		
Meeting Date: 17/05/2022	Report Number: 2022-DEV-016	
Presented by: Wilfred Hass	Department: Development Services	

## REPORT TITLE

Kirkland Lake Aquatic Club Community (KLAC) Grants Application

## RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-DEV-016 entitled "Kirkland Lake Aquatic Club Community (KLAC) Grants Application" be received;

**AND THAT** Council approve the request from KLAC for a non-dollar contribution to a maximum of \$3,446.95 to offset pool fees associated with three planned competitive meets as outlined in their Application;

**AND FINALLY THAT** the waiver of pool fees for each event be applied at the time of the event, and be contingent upon the event being held.

### BACKGROUND

In 2020, Council reaffirmed the Town's commitment to supporting individuals and organizations that undertake projects and activities that benefit the community and enhance the quality of life of Kirkland Lake's citizens. Council passed CS2020-002 Community Grants Policy (attached). The Policy establishes the eligibility requirements for municipal financial support and ensures that funds are made available, distributed and accounted for in an open, fair and transparent manner. The annual amount approved by Council for the program is \$25,000. The maximum allocation per application shall not exceed \$5,000, unless otherwise approved by Council.

Funding under the Community Grants policy may be a non-dollar, in-kind contribution to offset costs associated with the use of municipal facilities; access to programming, facilities, and/or the use of Town staff, equipment, material. Alternatively, funding may be a dollar contribution:

- For projects: One-time funding related to specific project of significant benefit to community in terms of economic impact, community participation and education and or enhancement of image of Town,
- For events: to host events of a celebratory or educational nature, or to host an
  activity that would not otherwise occur in the community. All events must be open
  to all members of the community,
- For organizational capacity building: to secure training or equipment, or to conduct travel for professional development that will enable the applicant to expand or enhance fully accessible and not-for-profit services they offer to the community,
- For individual: to assist with the development of new initiative project or event that no group is willing/able to provide, with all proceeds being donated to a local charitable organization, and
- Travel support: to contribute to the travel costs associated with an individual or group qualifying at a National, Provincial, or International activity.

In February 2022, staff received an application for community grant funding from the Kirkland Lake Aquatics Club (attached). The Club requests a non-dollar, in-kind contribution towards pool fees associated with three competitions that the Club plans to hold in 2022. The total value of the contribution, should all three events take place, would be \$3,446.96.

This is the first time the KLAC has applied under this program, although they previously received similar waivers under the Town's Sport Tourism program. That program, which ran 2015 to 2018 approximately, was fundamentally different from the Community Grants insofar as financial support was conditional upon the number of out of town and overnight stays an event or activity attracted. Between 2016 and 2018, pool fees valued at \$6,039.00 were waived for four competitive meets.

The Economic Development Committee passed the following resolution at the January 26 meeting:

"Moved by: Mike Sutton Seconded by: Jeff Molyneaux

**THAT** the Committee recommend to Council that the KLAC request for a non-dollar contribution to offset pool fees associated with three planned competitive meets be approved to a maximum of \$3446.95; and

**THAT** the waiver of pool fees for each event be applied at the time of the event, and be contingent upon the event being held.

CARRIED"

## RATIONALE

The application reflects the intent of the Community Grant Policy and adheres to the guidance set out in the Policy.

## OTHER ALTERNATIVES CONSIDERED

Council may choose to deny the application. One consideration would be that approval may establish a precedent for other user groups to submit similar applications seeking to offset costs associated with annual events that would occur regardless of municipal support.

Council could limit approval to one event. That could encourage the KLAC to better focus their request and use the support to possibly expand the event in a way that may benefit the Club (in terms of generating revenue for example) and accordingly, the community.

## FINANCIAL CONSIDERATIONS

The committed dollars would be drawn from the Community Grant program. The 2022 budgeted allotment is \$25,000.00.

## RELATIONSHIP TO STRATEGIC PRIORITIES

Invest in Kirkland Lake

## ACCESSIBILITY CONSIDERATIONS

Not Applicable

### CONSULTATIONS

**Director of Community Services** 

Municipal Clerk

### **ATTACHMENTS**

Attachment 1 – KLAC Community Grants Application

Attachment 2 – CS2020-002 Community Grants Policy

#### **Project Information**

Project Title: Pool Facility Use (non-dollar in-kind contribution)

The primary resource for the KLAC youth to succeed is time spent in the pool. The rental cost of pool facilities is the main expense in the KLAC budget yearly. The club relies heavily on corporate sponsorship, various fundraising activities and bingos to meet the budgets main expense: pool rental fees. The pool rental fees are increased annual via user fee bylaw approved by Town Council, and it is the Club's mandate to seek alternative financing to ensure these increases are not passed down to swim families by way of increased registration fees.

With the assistance of a non-dollar in-kind contribution towards pool fees the club will be able to ensure that the registration fees for competitive swimming remain accessible for all youth in Kirkland Lake and area. The request for in-kind contributions will be applied towards the remainder of swim year 2021/2022.

The club is the only of its kind within a 90km radius of Kirkland Lake and provides an opportunity for youth in the area to develop and hone their skills. As the pandemic continues to impose restrictions on the club's additional sources of funding, i.e., hosting swim meets, and fundraising events, there is a requirement to source alternative methods to retain a balanced budget. Youth are eager to return and continue their regular extra curricular activities, and the Community Grant will further strengthen the clubs financial position to maintain the commitment to all previously allotted pool times pre-pandemic and de-risk the worry of revenue shortfalls.

The application to the Community Grant program will be annually to assist in keeping the pool rental expenses reduced.

#### **Project Budget**

Total Cost of Project: \$68,000

Amount Contributed from organizations own funds: \$63,000

Amount Requested from Community Grant Program: \$5,000

The non-dollar in-kind contribution will be applied directly to pool rental fees and ensure that a balance budget is retained. The attached budget represents a forecast and due to the ongoing pandemic not all sources of revenue may be realized in this current swim year.

The swim club has not previously received non-dollar in-kind contributions from the Town of Kirkland Lake.

## **KLAC Meet Budget 2022**

REVENUE Invitational Mile of Gold Meet From 100-150 swimmers	\$10/swimmer	Max 8 events		4,000.00
Top Fish Meet				
From 75-100 swimmers	\$6/swimmer	Max 5 events		3,000.00
North Eastern Ontario Region D From 150-175 swimmers	Developmental Meet \$7/swimmer	Max 6 events		3,150.00
TOTAL REVENUE				10,150.00
Expenses				
Invitation Mile of Gold Meet				
Pool Time	24hrs	85.11	2,042.64	
Lifeguards (2)	24hrs	21.5	1,032.00	
Swim Ontario Sanction			50.00	
Swim Ontario Gold Bonus Fe	e \$0.50/swimmer/event	100 swimmers 8 events	200.00	
Office Supplies			250.00	
Hospitality Room			100.00	
Awards			2,275.00	5,949.64
Invitational Top Fish Meet				
Pool Time	5.5hrs	85.11	468.11	
Lifeguards (2)	5.5hrs	21.5	236.50	
Swim Ontario Fee			50.00	
Swim Ontario Gold Bonus Fe	e \$0.50/swimmer/event	100 swimmers 5 events	250.00	
Office Supplies	, ,		170.00	
Hospitality Room			50.00	
Awards			200.00	1,424.61
North Eastern Ontario Region [	Davelonment Most			
Pool Time	11hrs	85.11	936.21	
	11hrs	21.5	473.00	
Lifeguards (2)	111112	21.5		
Swim Ontario Fee	¢0 50/i	150 avvisas and 6 avvents	50.00	
Swim Ontario Gold Bonus Fe	et 50.50/swimmer/event	TOO SWIMMERS 6 events	225.00	
Office Supplies			270.00	
Hospitality Room			100.00	2 05 4 21
Awards			800.00	2,854.21
TOTAL EXPENSES				10,228.46
Total Profit/Loss				(78.45)

# Kirkland Lake Aquatic Club

## Profit and Loss August 2018 - July 2019

	TOTAL
INCOME	
equipment	2,384.09
Fundraising	0.00
50_50	6,730.00
bingo	4,010.56
Coat Check	261.00
Corporate Donations	7,012.71
Donations	20.00
neor#2 Programs/bake sale	930.00
nevada sales	12,743.40
Pepperettes	1,230.00
Program Sales	380.00
steak BBQ inc	6,858.90
Swimathon	-95.95
volunteer cheque	500.00
Total Fundraising	40,580.62
Meet Fees	17,062.96
registration fees	33,791.39
Service/Fee Income	232.50
Total Income	\$94,051.56
COST OF GOODS SOLD	
Supplies and materials - COS	33.57
Total Cost of Goods Sold	\$33.57
GROSS PROFIT	\$94,017.99
EXPENSES	
50/50 draw	4,134.04
Advertising	174.50
Bad debts	105.25
Bank charges	540.42
calendar draw exp	1,433.80
Coaching	0.00
Coaching Expenses - Travel & Meals	13,644.05
CSCTA	405.00
Head Coach	23,867.00
Junior Coach	8,012.75
Total Coaching	45,928.80
Dues and Subscriptions	60.00
Equipment costs	4,978.32
gift cards	60.00
	696.86
Insurance	
Insurance Legal and professional fees	282.50

# Kirkland Lake Aquatic Club

## Profit and Loss August 2018 - July 2019

	TOTAL	
Meet Registrations	3,029.40	
LEARN TO TRAIN	305.00	
Total Meet Registrations	3,334.40	
Mile of Gold 2018	0.00	
Mile of gold exp	3,341.16	
Total Mile of Gold 2018	3,341.16	
Nevada	8,963.47	
Office expenses	809.66	
Office supplies	90.71	
Pool cost	34,229.20	
eak BBQ		
Supplies	269.31	
Swim ontario	5,06	
website	164.47	
XMAS FLOAT	138.65	
XMAS party	269.46	
Year End Banquet	457.48	
Total Expenses	\$118,553.70	
PROFIT	\$ -24,535.71	

Kirkland Lake Aquatic Club PO BOX 876 Kirkland Lake, ON P2N 3K4 Jen Ivanov 705-642-7157 klacstingrays@gmail.com

Kirkland Lake Aquatic Club (KLAC) provides programs for all youth of Kirkland Lake and area to enhance their athletic development, sportsmanship, and personal growth in and out of the pool. Competitive swimming is an ideal sport for the development of self-confidence, self-discipline, physical fitness and social interaction. We stress the human and social aspects of the sport while maintaining a competitive spirit. Within the KLAC team, the less talented swimmer is s valued as the elite.

#### The aims of the club are:

- To promote the sport of competitive swimming and to encourage training for competitions, self-development, leadership and sportsmanship.
- To provide a competent training program based on valid physiological principles.
- To provide equal opportunity for swimmers of all skill levels to train and compete at the highest level of amateur competition for which they have qualified.

•

In order to assist in achieving these goals, there is a qualified staff base of 3. One full time head coach and two part time junior coaches.

The not-for profit club was founded in 1979 and has been a part of Kirkland Lake for 43 years. The club has seen many swimmers progress onto both Ontario University scholarships as well as American Scholarships.

The clubs is operated by families and volunteers, with a strong parent volunteer base of approximately 30, as well as many past swimmers/swim families still offering to help even years after they have left the club.

The current members of the KLAC board include:

President – Jen Ivanov
Treasurer – Kim Kidd
Secretary – Amy Bullock
Director of Web/Media Promotions – Bill Kmet
Registrar/Equipment Manager – Lore Lee Fortin
Meet Manager – Stacey Levesque
Director of Officials – Todd Turner
Head Coat – Rodney Thomas
Director at Large – Amy Verrier
Corporate Sponsor – Andra Pettenuzzo







klacstingrays@gmail.com • http://www.klacstingrays.com/ • https://www.facebook.com/KLACStingrays

August 18, 2021 at 6:30pm in the Blueline Room of Complex **AGM Meeting Minutes** 

#### Attendance:

Jen Ivanov - President
Carlyn McNamara - Director of Finances
Amy Bullock - Director of Records and Proceedings.
Bill Kmet - Director of Web Promotions
Lore-Lee Fortin - Registrar
Rodney Thomas - Director of Media Promotions/Head Coach
Amy Verrier
Todd Turner
Kelly Kokoski

#### Regrets:

Stacey Levesque - Meet Manager, Director of Officials

- 1. Call Meeting to Order: 6:31pm
- 2. Approval of Agenda: Motion Jen 2<sup>nd</sup> Carlyn Carried: ☑
- 3. Approval of June 23, 2021 Minutes: Motion \_Jen\_\_ 2<sup>nd</sup> \_Lore-Lee\_ Carried: ☑
- 4. Approval of previous AGM minutes: Motion Carlyn 2<sup>nd</sup> Amy Carried: ☑

#### 5. President's Report:

This has been an unusual year due to covid but hoping that this year we can have a more normal season and hopefully get back in the water and compete.

Complex has now decided that all swimmers 12 and under must have a parent present in change rooms at all times but that 1 parent per swimmer may be present on deck as long as masked and maintaining social distancing. There is the possibility of the old changerooms being opened back up and potentially resuming locker rentals.

Jen Ivanov

#### 6. Coach's Report:

Coach believes in the potential of the team and is hopeful that we can have a full season. We will be looking to try for time trials monthly and, when allowed, start having dual meets. Coach Rodney has already been talking with Temiskaming Loons and a North Bay team about having a dual meet. Swim Ontario has a new athlete development model which suggests

Registration night went well. 8-10 families registered on registration night. Otherwise registration was done via email. Most parents utilized the forms online, emailed or printed them to drop off.

Might be helpful to set up a few times where registrar can be at the complex for parents needing to drop off fees/forms to avoid having to follow up multiple times.

Registration signs were purchased to advertise registration night around the community in advance in the hops of getting more parents out.

Thanks, LoreLee

#### 9. Treasurer's Report:

This year we ended close to breaking even. We did return ½ of registration fees and did not seek corporate sponsorship. Fundraising was a main income source with close to \$11000 raised. Next year may be possible to do more draws and bring back the BBQ or elimination draw. Is suggested that we get another board member access to the accounting and bank accounts as a back up incase Treasurer is unavailable and for accountability. Carlyn

#### 10. Budget and Balance sheets with P&L for meeting:

Budget and Balance sheets were reviewed.

#### 11. Fundraising Report:

Bingo	\$2356.15
BBQ Draw Tickets	\$3000.00
Pepperette Sales	\$3339.00
Little Caesars Pizza Kits (other fundraising	y)-roughly\$2380.00

12. **Amendments to the Constitution:** Sent via email to swim families for review with Board proposed amendments. Any additional suggested amendments?

13. Nominations for the Executive Committee:

Position	Nominee	Nominator	2 <sup>nd</sup>	Let Stand?	Filled?
President	Jen Ivanov	Carlyn McNamara	Amy Bullock	Yes	Yes
Director of Finances	Carlyn McNamara	Amy Bullock	Jen Ivanov	Yes	Yes
Secretary	Amy Bullock	LoreLee Fortin	Bill Kmet	Yes	Yes
Registrar	LoreLee Fortin	Amy Bullock	Carlyn McNamara	Yes	Yes
Vice President	Amy Bullock	Carlyn McNamara		No	No
Home Meet Manager	Stacey Levesque	Amy Bullock	Jen Ivanov	-to be contacted by Amy B	
Director of Web/Media Promotions	Bill Kmet	Carlyn McNamara	Amy Bullock	Yes	Yes

Tuesday	6:00-7:45am	4:30-6pm (4:30-5:30 for junior)
Wednesday		5-6pm
Thursday	6:00-7:45am	4:30-6pm (4:30-5:30 for junior)
Friday	6:00-7:45am	4:30-5:30pm
Saturday	7:30-9:15	

- c. **Swim fees:** stay the same as last year as same amount of swim time per group as last season. Instead of the \$200 ticket fee changing to a \$100 fee and continuing to charge this at beginning of season
- d. **Registration dates and deadlines**: Registration/information night to be held at the complex on Sept 8<sup>th</sup> from 6-7:30pm. Jen will let the Skate Club know of our registration as they were interested in holding registration at the same time.

Discussed having a bootcamp. Decided to call it a "Try-Us-Out" and host it Sept 21, 23, 24, 28, 30,& Oct 1<sup>st</sup> for \$60 and those that sign on to stay after bootcamp just has the fee deducted from the registration fees. Rodney to make radio ads for start of season.

- e. Registration packages: LoreLee to work on updating and preparing these
- f. Remanded for Future Meeting:

Steak BBQ – are we having one? If yes, where and when -are we doing elimination draw

Was also discussed that Jordan Thomas should have her photo up with the other Olympic Qualifiers as she had originally qualified but due to covid and the limited numbers allowed she was not able to attend. Board felt that we should request the complex's permission and have a photo made and if allowed then unveil it on the start of the season Oct 4<sup>th</sup>. Jen to talk to the complex.

First general meeting of the new board: _have a p	arent/board meeting joined Oct 7th at 4:45pm
Adjournment @_8:14pm Motioned: _Bill	2 <sup>nd</sup> Amy V Carried: ☑



POLICY		
Policy Number: CS2020-002	Date Approved: December 1, 2020	
Department: Community Services Date Reviewed:		
Community Grants		

#### 1. Policy Statement

The Town of Kirkland Lake acknowledges the efforts of the local volunteer community and believes that many services, events and/or projects are better provided through the volunteer efforts of local community organizations. Community Grant funding demonstrates Town's commitment to working with individuals and organizations by providing financial assistance for projects and activities that will benefit the community and enhance the quality of life of Kirkland Lake's citizens.

#### 2. Purpose

The Community Grant Policy establishes eligibility requirements and ensures that funds are made available, distributed and accounted for in an open, fair and transparent manner.

#### 3. Scope

The following is the eligibility criteria for a Town of Kirkland Lake Community Grant:

- Not-for-profit incorporated organization;
- For-profit incorporated organization with all proceeds going to local charity;

#### 4. **Definitions**

Not Applicable

#### 5. Policy & Procedures

Intakes

There will be two intakes of applications: February 1 and June 1 of each year. Council may, at its discretion, authorize additional intakes if residual funds are available for approval.

#### Contributions

Council will consider an annual allocation of \$25,000 toward the Community Grants within the Operating Budget dedicated to supporting local community organizations. The maximum allocation per application shall not exceed \$5,000, unless otherwise approved by Council.

SMALL DONATIONS: Staff may approve donations with a value not to exceed \$100.00, requested by local, Not-for-Profit organizations. Staff will report all small donations quarterly with Key Performance Indicators.

#### **Types of Contributions**

- Non-dollar in-kind contribution;
  - o for use of facilities,
  - o for access to programming, facilities, and/or
  - o for use of Town staff, equipment, material.
- Dollar contribution;
  - o **For projects:** One-time funding related to specific project of significant benefit to community in terms of economic impact, community participation and education and or enhancement of image of Town,
  - For events: to host events of a celebratory or educational nature, or to host an activity that would not otherwise occur in the community. All events must be open to all members of the community,
  - For organizational capacity building: to secure training or equipment, or to conduct travel for professional development that will enable the applicant to expand or enhance fully accessible and not-for-profit services they offer to the community,
  - For individual: to assist with the development of new initiative project or event that no group is willing/able to provide, with all proceeds being donated to a local charitable organization, and

 Travel support: to contribute to the travel costs associated with an individual or group qualifying at a National, Provincial, or International activity.

#### **General Conditions**

- Organizations must operate under the authority of a volunteer board or executive committee. There must be a Single Point of Contact (SPOC) and that person must be an individual with the authority to legally bind the organization or authorized to conduct financial transactions for the organization,
- A minimum of 75% of membership or registrants must be Town of Kirkland Lake residents unless there are insufficient local residents to form a local organization and the addition of non-residents will enable Town of Kirkland Lake residents to participate in an otherwise unavailable activity,
- Applicants must contribute financially to the proposed activity,
- An official grant application must be fully completed and submitted to the Community Grant Program prior to the program deadlines,
- Applications must include an operating budget specifically outlining how grant dollars will be allocated/spent. Within 90 days after the funded activity is complete, the recipient must submit a written report summarizing the activity that took place and its impact on the community. A financial report on the activity must be included. This must be endorsed by the organization's board of directors, governing body or an individual with authority to legally bind the organization or authorized to conduct financial transactions for the organization,
- Contributions must be used within one year (365 calendar days) from receipt of funding, unless a specific exemption was approved by Council at the time of funding approval,
- Activities that align with the strategic priorities of the municipality as determined by the Mayor and Council, or municipal priorities as mandated by Provincial legislation will receive priority, and
- All requests will be assessed with scrutiny on how they contribute to the identified needs, interests and concerns of all residents of Kirkland Lake.

#### **General Restrictions**

The following activities will not be eligible for funding:

- Proposed activities that are similar to, or in competition with any service provided by the municipality will not be considered unless the organization can provide the services at a lesser direct cost,
- Flow through funding (where the intent is to redistribute the funds to others),
- Religious or political activities, (religious organizations providing a nondenominational service to the community may be eligible),
- Debt retirements, depreciation, retroactive or deficit funding,
- Colleges, schools or hospitals (groups not directly in the employ or at the direction of these institutions may apply),
- · Committees of Council,
- Organizations that receive the majority of their operating budget from the senior levels of government,
- Invitational or discretionary travel,
- Applications for multi-year commitments,
- Temporary, part time or permanent staff positions, and
- Any requests which, if granted, would constitute a future cost burden on the municipality.

#### **Application Process**

Applications will be available in digital format on the Town website(s), and in hard copy from the reception area at Town Hall.

All applications must be fully completed and include:

- A list of board members, if applicable, Board approved unaudited financial statements for the preceding three years,
- A statement as to whether the applicant has previously received funding from the municipality and relevant details (i.e. amount, date; brief project description),
- A project budget that identifies any additional sources of confirmed funding; the proponent's contribution; and a description of how municipal funds will be used,
- Requests to purchase equipment or to do facility upgrades will require three
  written quotations from a supplier or contractor where possible. Requests
  pertaining to a facility upgrade or improvement to a site not owned by the
  applicants must include a letter permitting this work to be done from the owner,
  in addition to a contractor quote.

#### **Application Submission**

All applications will be submitted to the Municipal Clerk. Applications will be directed to the Director of Community Services. The Director of Community Services will review applications for completeness and prioritize recommendations based on completeness and adherence to the terms established in the Community Grant Policy. The Director of Community Services will forward recommendations to Council within two regular meetings of Council after the application deadline. Applicants will be notified regarding the status of their application after the Council Meeting. Funds will be distributed after Council approval has been received.

Successful recipients will be required to sign an agreement to provide a written report to the Director detailing the activity, its impact on the community and to provide a financial statement for the event. Successful applicants may be subject to an audit by the Town.

#### 6. Summary

Not Applicable

### **Information Accessibility**

Information provided by the applicant and contained within the application form and any applicable attachments, is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 and will be used solely by the Corporation of the Town of Kirkland Lake to evaluate and recommend funding allocations. Applications will be reviewed in an open to the public, meeting of Council.



Memorandum to Council		
Meeting Date: 17/05/2022 Memorandum Number: 2022-FIN-00		
Presented by: Lloyd Crocker Department: Corporate Services		

## MEMORANDUM TITLE

2022 Final Budget Update

## RECOMMENDATION(S)

**BE IT RESOLVED THAT** Memorandum Number 2022-FIN-007 entitled "2022 Final Budget Update" be received;

**AND FINALLY THAT** the appropriate By-Laws relating to the 2022 Budget be presented to Council for three (3) readings at the May 17, 2022 Regular Meeting of Council.

#### BACKGROUND AND RATIONALE

The budget was tabled at the Regular Meeting of Council on Tuesday May 3, 2022.

Budget deliberations took place at a Special Meeting of Council on Thursday May 5, 2022.

Council instructed the Treasurer to bring the Budget with a 2% Tax Levy increase for approval to the Regular Meeting of Council on May 17, 2022.

There have been two changes to the 2022 Budgets.

The first is the actual Tax Levy amount at 2% which was calculated at \$11,079,366.00 using internal spreadsheets and presented at the May 5, 2022 meeting. When this final amount was calculated using OPTA (Online Property Tax Analysis), the 2% Tax Levy is actually \$11,039,803.00. The reduction in the Tax Levy of \$39,563.00 was added to the 'transfer from Reserves' amount of \$935,926.00 which increased the total transfer to \$975,489.00. The change can be reviewed on the last page of the 2022 Operating Budget attached as Schedule "A" to By-Law No. 22-040.

The second change was a revised quote for the Comfort Station, which when received with full details totalled \$162,000.00 vs. the \$91,584.00 that was originally projected. The Comfort Station project is funded through the Water/Wastewater Reserve fund so it did

not have any impact on the tax levy. The change can be reviewed on the 2022 Capital Budget attached as Schedule "B" to By-Law No. 22-040.

In summary, the Tax Levy increase will remain at 2% but the transfer from reserves will increase to cover the shortfall.

Projections for the Town of Kirkland Lake Reserves for 2022 will be brought forward at a future Meeting of Council.



#### THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

#### **BY-LAW NUMBER 22-037**

# BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN CLOUDPERMIT INC. AND THE CORPORATION OF THE TOWN OF KIKRLAND LAKE FOR E-PERMITTING SERVICES

**WHEREAS** administration for the Town of Kirkland Lake found it expedient to integrate an e-permitting system that provides a one-stop shop for building permits that includes permit applications and review, communications with applicants, payment processing, data storage and coordination with MPAC;

**AND WHEREAS** the purchase of the Cloudpermit Software satisfies the strategic priorities adopted by Council in its current Strategic Plan, specifically by finding and implementing efficiencies and sustainable service delivery;

**AND WHEREAS** Cloudpermit is an electronic building permit software that has partnered with and promoted by the Association of Municipalities Ontario (AMO) and the Municipal Property Assessment Corporation (MPAC);

**AND WHEREAS** Council authorized administration to proceed with the purchase of the Cloudpermit Software for a five (5) year term and relevant Bluebeam Revu Licences at its Regular Meeting held on March 31, 2022;

**AND WHEREAS** the Chief Building Official has procured the applicable Bluebeam Revu Lifetime Licence Key(s) for the successful implementation of Cloudpermit e-permitting software service;

**AND WHEREAS** on March 31, 2022, Council further allocated the first year annual licencing and implementation cost associated with the Cloudpermit software and Bluebeam Revu Licence within the 2022 Operating and Capital Budget for Development Services:

## NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CORPORATION OF THE TOWN OF KIRKLAND LAKE AS FOLLOWS:

 THAT the Mayor and Clerk are hereby authorized to execute an Agreement between The Corporation of the Town of Kirkland Lake and Cloudpermit Inc., for the implementation of e-permitting software services, a copy of which the said agreement and order pages are attached and marked as Schedule 'A' to this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 17th DAY OF MAY, 2022.

-	Pat Kiely, Mayor
	Jennifer Montreuil, Clerk

## **Cloudpermit e-permit Service Agreement**

#### **General Terms and Conditions**

THIS AGREEMENT is made by and between CLOUDPERMIT SOFTWARE INC. ("Cloudpermit") with registered office at Regus Brookfield Place, 1616 Bay St, Toronto, ON M5J 2S1 (Business ID 002651543) ("Cloudpermit") and the CUSTOMER identified in the applicable Order form.

#### 1. DEFINITIONS

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement and all schedules, appendixes and other documents expressly referenced in the Order Form or General Terms and Conditions.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario, or any day on which commercial banks are open for business in the Province of Ontario.

"Confidential Information" means any information made available by one Party to the other, in any form or medium, that is proprietary or confidential to a Party or its affiliates, or their respective customer, suppliers, or other business partners, including, without limitation, all documentation, products, tools, materials, inventions, discoveries, works of authorship, programs, derivative works, information, designs, know-how, trade secrets, configurations, technical information, data, ideas, methods, processes, schematics and business plans, whether or not specifically identified as confidential, or any 'record' or 'Personal Information' as defined by the the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 ("MFIPPA").

"Implementation Services" means the initial configuration and implementation of the Cloudpermit Platform for the Customer's use of the Services, as further set out in Schedule B to this Agreement.

"Customer Data" means information, data and other content that is collected, downloaded or otherwise received, from Customer or an authorized user by or through the Services.

"Cloudpermit Platform" has the meaning set out in Clause 2.1.

"Force Majeure" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including war, act of foreign enemies, hostilities

(regardless of whether war is declared), terrorist activities, strikes, lockouts, pandemics, interruption or failure of electricity, and Acts of God (including fire, flood, earthquake, hurricane, or other natural disaster), but not including insolvency or lack of funds.

"General Communications Network" means communication networks owned, and, leased, and operated by Internet Service Providers which allow individuals to access the internet, and by extension, the service.

"Identifiers" means a user name and password that associates an authorized user with their user account or user ID on the service.

"Party" and "Parties" means Cloudpermit and its affiliates and/or Customer.

"Personal Information" means any information about an identifiable individual or information of the type that is regulated by the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (PIPEDA).

"Service(s)" means the Services set out in Schedule "A" to this Agreement and includes the Implementation Services.

"Service Commencement Date" means the earlier of (i) the date on which Cloudpermit notifies Customer in writing that the Implementation Services are complete, and (ii) thirty (30) calendar days from the Effective Date.

"Service Fee" means the subscription fee, the configuration fee and any other fee set out in the Order Form or otherwise agreed to in writing by the Parties.

"Term" has the meaning set out in Clause 15.1.

**"User"** Means individual whom Customer (or, when applicable, Cloudpermit at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, residents, employees, consultants, contractors of Customer, and third parties with which Customer transacts business

#### 2. CLOUDPERMIT'S RESPONSIBILITIES

2.1 During the Term, Cloudpermit will make the Services available to Customer (and its authorized users) pursuant to the term of this Agreement and to authorized e-permit applicants pursuant to the website terms and conditions of use available at www.cloudpermit.com The Services include the integration, hosting, management, operation and maintenance of the Cloudpermit software application or applications and any third party or other software that Cloudpermit provides access to, and the use of, as a part of the Services, and all new versions, updates, revisions, improvements and modifications of the applications and software (collectively the "Cloudpermit Platform").

- 2.2 Cloudpermit will use commercially reasonably efforts to keep the Services available for its users 24 hours a day, 7 days a week, except for scheduled downtime for routine maintenance, downtime or degradation due to a Force Majeure Event, any other circumstances beyond **Cloudpermit's** reasonable control (including use by Customer or any other user other than in compliance with the express terms of this Agreement).
- 2.3 Cloudpermit shall comply with applicable law in the delivery of the Services. Cloudpermit commits to ethical conduct and respect of human rights in the spirit of internationally recognized social and ethical principles and standards.

#### CUSTOMER'S RESPONSIBILITES

- 3.1 The Services may at all times only be used by Customer: (a) for the benefit of Customer; (b) in or for the Customer's internal operations; (c) in association with the Customer's services; (d) by and through the individuals employed by Customer who are authorized to use the Services; and (e) in accordance with the conditions and limitations set out in this Agreement.
- 3.2 The Customer shall promptly, upon request by Cloudpermit, provide all necessary information and guidelines to Cloudpermit for providing the Service. The Customer ensures that the information and guidelines it provides are correct.
- 3.3 The Customer and each authorized user of the Services is required to maintain an internet connection at its own cost to access the Service.
- Customer shall not, and shall not authorize any other person to, access or use the 3.4 Services except as expressly permitted by this Agreement and, without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (a) copy, modify or create derivative works or improvements of the Services (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services to any person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services; (d) access or use the Services other than by an authorized user through the use of his or her own thenvalid access credentials; (e) input, upload, transmit or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; or (f) access or use the Services for purposes of competitive analysis of the Services, or the development, provision or use of a competing software service or product.

#### 4. COMMENCEMENT OF SERVICES

- 4.1 The Implementation Services shall commence promptly following the Effective Date, as further set out in Schedule "B".
- 4.2 All other Services shall commence on the Services Commencement Date and continue until expiry of the Term or termination of this Agreement in accordance with its terms.
- SERVICE FEE AND PAYMENT TERMS

- In consideration of Cloudpermit's performance of its obligations under this Agreement, the Customer shall pay the Service Fees set out, and in the manner provided for, in the Order Form.
- 5.2 All Service Fees and other amounts payable by Customer and set out in this Agreement are exclusive of goods and services, harmonized sales, and other sales or services taxes or similar assessments.
- 5.3 All amounts payable to Cloudpermit under this Agreement shall be paid by Customer to Cloudpermit in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason
- Any sum not paid by Customer when due will bear interest from the due date until paid at a rate of: (i) 1.5% per month or (ii) the maximum rate permitted by law, whichever is less, compounded monthly not in advance.
- 5.5 Invoices shall be sent to the Customer address or email address as stated in the Order Form.
- 6. CHANGES
- 6.1 Cloudpermit reserves the right to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Cloudpermit's services to its customers, the competitive strength of or market for Cloudpermit's services. or the cost efficiency or performance of the Services; or (b) to comply with applicable law.
- 6.2 Cloudpermit will make reasonable efforts to notify Customer of any changes in advance or, where such notice is not commercially reasonably possible, then without delay after following the change.
- 7. CUSTOMER DATA, PRIVACY AND PROTECTION
- 7.1 The Parties shall comply with all applicable privacy and data protection laws in force during the Term of this Agreement.
- 7.2 Cloudpermit shall take all reasonable measures to ensure that personal data held in connection with the Agreement is protected against loss, and against unauthorized access, use, modification, disclosure or other misuse. Neither Party is responsible for the data security of the general communications network or any disturbance in the general communications network.
- 7.3 Cloudpermit shall not cause or permit any Customer Data to be collected, reproduced, stored or otherwise processed in any manner or for any purpose other than the performance of the Services in compliance with the obligations and restrictions set out in this Agreement.
- 7.4 As between Customer and Cloudpermit, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Customer Data, including Personal Information.

- 7.5 During the Term, Customer hereby grants to Cloudpermit such rights and permissions in or relating to the use and processing of Customer Data as are required to perform or improve the Services.
- 7.6 Cloudpermit will promptly notify Customer in writing if Cloudpermit becomes aware of any unauthorized access, use or other act respecting Customer Data or if Cloudpermit becomes the subject of any government, regulatory, or other investigation or proceeding relating to its privacy, data security or handling practices.
- 7.7 Cloudpermit will provide a mechanism for the Customer to download all Customer Data. Cloudpermit will maintain a backup of Customer Data during the Term, for an orderly and timely recovery of such data in the event that services are interrupted, such backup to occur nightly to off-site locations. Databases will be backed-up to a secondary database server in near real-time. Cloudpermit will maintain its backups of Customer Data so that the data is recoverable within 24 hours at any point in time and which will restore the basic system functionality with a full recovery point within 24-48 hours.

#### 8. IDENTIFIERS AND THEIR USE

- 8.1 Cloudpermit shall deliver to the Customer identifiers necessary for access to and use of the Service in accordance with the Agreement.
- 8.2 The Customer shall be responsible for ensuring that its authorized users maintain the confidentiality of identifiers and do not disclose them to third parties. The Customer shall be responsible for the use of the Service by its employees, agents or its authorized users using the Customer's identifiers.
- 8.3 The Customer undertakes to notify Cloudpermit without delay if an identifier has been disclosed to a third party or if the Customer suspects that an identifier is being misused.
- 8.4 Upon written request by Cloudpermit, the Customer is obliged to change the identifier required for using the Service if this is necessary, for example, due to a data security risk related to the Service.

#### 9. DATA LOCATION

9.1 The servers used by Cloudpermit to provide the Services and all data regarding the Services will be hosted in Canada.

#### 10. WARRANTIES

10.1 Each Party represents and warrants to the other Party that it has all required power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.

- 10.2 Customer represents, warrants and covenants to Cloudpermit that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by Cloudpermit and processed in accordance with this Agreement, it does not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- 10.3 EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, ALL SERVICES AND MATERIALS PROVIDED BY ONE PARTY TO THE OTHER HEREUNDER ARE PROVIDED "AS IS". CLOUDPERMIT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND CLOUDPERMIT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

#### 11. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Customer acknowledges that, as between the Customer and Cloudpermit, Cloudpermit owns all right, title, and interest, including all intellectual property rights, in and to the Services.
- 11.2 If the Customer or any of its employees or contractors sends or transmits any communications or materials to Cloudpermit by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Cloudpermit is free to use and incorporate such feedback irrespective of any other obligation or limitation between the Parties governing such feedback for any purpose whatsoever and without the requirement to pay any compensation to the Customer.

#### 12. INDEMNITY

- 12.1 Cloudpermit shall indemnify, defend and hold harmless the Customer from and against any and all losses, damages, liabilities, claims, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges, and the cost of enforcing any right to indemnification and the cost of pursuing any insurance providers ("Losses") incurred by the Customer to the extent arising out of or relating to any claim by a third party (other than an Affiliate of the Customer) that the Customer's use of the Services (excluding the Customer Data) in compliance with this Agreement infringes an intellectual property right, provided that the foregoing obligation does not apply to any claim or Losses arising out of or relating to any access to or use of the Services in a manner contrary to any instructions provided by Cloudpermit or in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by Cloudpermit.
- 12.2 The Customer shall indemnify, defend and hold harmless Cloudpermit from and against any and all Losses incurred by Cloudpermit to the extent arising out of or relating to any claim by a third party (other than an Affiliate of Cloudpermit) that such Losses arise out of or relate to either of (a) the Customer Data; or (b) any other materials or information provided by or on behalf of the Customer or any authorized user.

12.3 If any of the Services are, or in Cloudpermit's reasonable opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third party intellectual property right, or if the Customer's or any authorized user's use of the Services is enjoined or threatened to be enjoined, Cloudpermit may, at its option and sole cost and expense: (a) obtain the right for the Customer to continue to use the Services materially as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services provided under this Agreement; or (c) by written notice provided sixty (60) calendar days in advance to the Customer terminate this Agreement with respect to all or part of the Services (providing a pro-rated refund for any prepaid Services), and require the Customer to immediately cease any use of the Services and Cloudpermit Materials or any specified part or feature thereof.

#### 13. LIMITATION OF LIABILITY

- 13.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT OR OTHERWISE, WHATEVER THE CAUSE THEREOF, FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR GOODWILL, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AGGRAVATED OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, WHETHER OR NOT SUCH DAMAGES, COSTS, LOSSES OR EXPENSES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT THEIR LIKELIHOOD HAS BEEN DISCLOSED.
- 13.2 NEITHER PARTY SHALL BE LIABLE FOR THE DESTRUCTION, LOSS OR ALTERATION OF THE OTHER PARTY'S DATA OR DATA FILES, NOR FOR ANY DAMAGES AND EXPENSES INCURRED AS A RESULT, INCLUDING EXPENSES INVOLVED IN THE RECONSTRUCTION OF DATA FILES.
- 13.3 EXCEPT FOR LIABILITY ARISING FROM INDEMNIFICATION PURSUANT TO THE TERMS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO CLOUDPERMIT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. MAXIMUM LIABILITY BEING \$6,000.00 FOR THE INTIAL TERM OF THE CONTRACT, AND, SIX (6) MONTHS OF THE ANNUAL SUBSCRIPTION FEE IN ANY SUBSEQUENT RENEWAL TERM.

#### 14. CONFIDENTIALITY

In connection with this Agreement each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). Subject to Clause 14.2, "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing and information with respect to

which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the generality of the foregoing, the financial terms of this Agreement are the Confidential Information of Cloudpermit and, any 'record' or 'Personal Information' as defined by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, is confidential information of a Customer.

- 14.2 Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the Receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party; (iii) independently developed by the Receiving Party, by persons having no direct or indirect access to the Disclosing Party's Confidential Information provided that the Receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) who does not prohibit either Party from disclosing such information to others; or (v) is further disclosed with the prior written consent of the Disclosing Party, but only to the extent of such consent.
- 14.3 Each Party shall, and shall cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and shall use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate it or make it available to any third person other than employees, agents and contractors of the Party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.
- 14.4 In the event that any Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental authority, such Party agrees to: (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, exercise commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the other Party so designates.
- 14.5 Each Party acknowledges and agrees that any unauthorized use or disclosure by it of any of the other Party's Confidential Information, in whole or part, will cause irreparable damage to the Disclosing Party, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. The Receiving Party agrees that the Disclosing Party shall be entitled to

seek temporary and permanent injunctive relief to restrain the Receiving Party from any unauthorized disclosure or use. Nothing in this Agreement shall be construed as preventing the Disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of a covenant made in this Clause, including the recovery of monetary damages from the Receiving Party.

14.6 Cloudpermit is entitled to identify the Customer as a user or former user of the Service without breaking any confidentiality obligation.

#### 15. TERM AND TERMINATION

- 15.1 The term of this Agreement commences as of the Effective Date and, unless terminated earlier under any of this Agreement's express provisions, will continue in effect for Five (5) year from the Service Commencement Date (the "I nitial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew for subsequent five (5) year renewal terms (each a "Renewal Term") (the Initial Term and any Renewal Terms are collectively referred to as the "Term") until terminated in accordance with the provisions of this Agreement unless written notice is provided by either Party at least thirty (30) calendar days prior to the Renewal Term of its intention not to renew the Agreement.
- 15.2 Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following: (a) the other Party defaults with respect to a material obligation under this Agreement and does not remedy that default within ten (10) Business Days after receiving written notice of the default; or (b) the other Party: (i) makes a general assignment for the benefit of its creditors; (ii) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law; or (iii) commences or institutes any application, proceeding or other action under any law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts or similar laws.
- 15.2.1 Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) all rights, licenses, consents and authorizations granted by either Party to the other will immediately terminate; (b) notwithstanding anything to the contrary in this Agreement, with respect to Confidential Information then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable law, (ii) Cloudpermit may retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course, (iii) all information and materials described in this Clause will remain subject to all confidentiality, security and other applicable requirements of this Agreement; and (c) Cloudpermit may disable all Customer and authorized user access to the Services.
- 15.3 Termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations of the Parties accrued under this Agreement prior to termination or expiry.

#### 16. FORCE MAJEURE

- 16.1 Neither Party shall be liable for failure to fulfill or for delay in fulfilling its obligations required hereunder due to a Force Majeure Event.
- 16.2 The Party whose performance under this Agreement is prevented or delayed by an Force Majeure Event must advise the other Party by notice in writing of the occurrence of the Force Majeure Event as soon as possible, and shall do all things reasonably possible to mitigate any loss being caused to the other Party by reason of the Force Majeure Event. The Party shall also notify the other Party of the termination of Force Majeure Event.

#### 17. NOTICES

17.1 Every notice or other communication hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service, or if sent by email (receipt of which is confirmed) to the following contact person:

Cloudpermit: Paul Turenne, 613-400-7751, paul.turenne@cloudpermit.com

Customer: Luke Williams, T: 705 642 5472, <a href="mailto:luke.williams@tkl.ca">luke.williams@tkl.ca</a>

17.2 Any such notification shall be deemed delivered: (a) upon receipt, if delivered personally; (b) on the next Business Day, if sent by national courier service for next business day delivery or if sent by email. Any correctly addressed notice or last known address of the other Party that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

#### 18. ASSIGNMENT

18.1 Neither party may assign or transfer this Agreement or any right under this Agreement without the prior written consent of the other party, except to an Affiliate or successor in interest by merger, acquisition or reorganization.

#### 19. AMENDMENTS AND WAIVERS

19.1 No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

#### 20. SEVERABILITY

20.1 If a provision of this Agreement is or becomes invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions shall remain unaffected. The Parties will replace the invalid, ineffective or unenforceable provision immediately with a valid, effective or unenforceable provision which comes as close as possible to the economical spirit or purpose of the provision to be replaced.

#### 21. APPLICABLE LAW AND DISPUTES

21.1 The Agreement is governed by the laws of the Province of Ontario and the laws of Canada (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or relating hereto.

#### 22. CONTINUING TO PERFORM

22.1 Except in the event of termination of this Agreement pursuant to its terms, during a dispute or notice or cure period, Cloudpermit will continue to fulfill all its obligations under this Agreement, and Customer will continue to make payments required by the Agreement.

#### 23. ENTIRE AGREEMENT

23.1 This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties whether collateral or otherwise including the terms set out in any Customer purchaser order. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified in this Agreement. In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its schedules and appendices, and any other documents incorporated herein by reference, the conflict or inconsistency shall be resolved by giving those provisions and documents the following order of descending precedence: (1) the Order From; (2) these General Terms and Conditions; (3) the Schedules; (4) any Appendixes; (5) any other document referenced by this Agreement.

#### 24. RELATIONSHIP

24.1 The Parties are independent contractors and no other relationship is intended. Nothing herein shall be deemed to constitute either Party as an agent, representative or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractor. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other Party. Neither Party will have the authority or right to represent nor obligate the other Party in any way except as expressly authorized by this Agreement.

#### 25. NO THIRD PARTY BENEFICIARIES

25.1 This Agreement is for the sole benefit of the Parties and their respective permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy.

#### 26. CHOICE OF LANGUAGE

26.1 The Parties confirm that it is their express wish that this Agreement, as well as any other documents related to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement

#### 27. EXECUTION

27.1 This Agreement may be executed in two or more identical counterparts (including by way of facsimile and electronic transmission), each of which when executed by a Party will be deemed an original and such counterparts together will constitute one and the same Agreement. This Agreement will be effective from the Effective Date, regardless of any other dates appearing in the execution block.

## **Cloudpermit e-permit Service Agreement**

## Schedule "A" - Services

- 1. The Implementation Services, as further set out in Schedule "B".
- 2. The Cloudpermit ePermitting Platform
- 3. Cloudpermit's standard customer support services in accordance with the Cloudpermit service support schedule then in effect. Cloudpermit may amend the support schedule from time to time in its sole discretion. Cloudpermit's Support Level Agreement (SLA) is fully referenced in Schedule "C" Support Level Agreement.

## **Cloudpermit e-permit Service Agreement**

## Schedule "B" – Implementation Services

- 1. As soon as practicable following execution of this Agreement, Cloudpermit will deliver to Customer a project plan for the implementation of the Service by the applicable Service Commencement Date (the "Implementation Plan").
- 2. On receipt of the Implementation Plan, Customer shall have five (5) Business Days to approve or raise objections to the Implementation Plan. If Customer raises any objections, the parties shall negotiate in good faith to amend the Implementation Plan. If Customer does not raise any written objection to the Implementation Plan by the date first set out above, Customer shall be deemed to have accepted the Implementation Plan.
- 3. Successful delivery of the Implementation Services by the Service Commencement Date will require that Customer, on a timely basis:
  - (a) perform any obligations identified as Customer responsibilities in the Implementation Plan;
  - (b) provide the Customer information and materials set out in paragraph 5 below (the "Principal Customer Materials") and all such other resources as may be specified in the Implementation Plan;
  - (c) provide Cloudpermit with such additional information, and where necessary access to, the Customer's operating environment as is required for Cloudpermit from time to time to perform its obligations on a timely basis as set forth in the Implementation Plan;
  - (d) participate with suitably qualified and authorized personnel in all meetings scheduled in, or in accordance with, the Implementation Plan and such other meetings as may be scheduled on at least three (3) Business Days' prior notice;
  - (e) provide all consents, approvals, exception notices and other communications specified in the Implementation Plan or as otherwise may be required under this Agreement; and
  - (f) provide all cooperation and assistance Cloudpermit reasonably requests to enable Cloudpermit to exercise its rights or perform its obligations under this Agreement.
- 4. Cloudpermit is not responsible or liable for any late delivery or delay or failure of performance, including any delay in the Service Commencement Date, caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations set out in this Schedule B. In the event of any such delay or failure, Cloudpermit may, by written notice to Customer, extend all or any subsequent due dates for milestones set out in the Implementation Plan as Cloudpermit deems reasonably necessary.

- 5. Principal Customer Materials. Customer will provide the following information and materials to Cloudpermit during the applicable week following acceptance of the Implementation Plan:
  - (a) Contact information for GIS technician who can assist with the integration of the Client's GIS system with Cloudpermit
  - (b) Schedule of current building permit fees
- 6. Cloudpermit and the Client agree that the following services, tasks, and/or deliverables are considered outside the scope of this agreement and associated
  - (a) Data migration
  - (b) Integration with software other than the Client's GIS system



1. OBJECTIVE	20
2. DEFINITIONS	20
3. USER ROLES AND CUSTOMER DEFINITIONS	20
4. GLOBAL CLOUDPERMIT TECHNICAL SUPPORT SERVICES AND TARGETS	21
5. CUSTOMER SUPPORT ESCALATION MODEL	24
6. RESPONSIBILITIES	25
6.1 Service Provider's Responsibilities	25
6.2 Customer Responsibilities	25
7. NOTIFICATIONS AND REPORTING OF PERFORMANCE	25

#### 1. Objective

The purpose of this Service Level Agreement (SLA) is to specify the requirements of the Cloudpermit Software as a Service (SaaS) as defined with regards to:

- Requirements for SaaS that will be provisioned to the Customer
- Agreed service targets
- Criteria for issue severity and escalation model
- Roles and responsibilities of Cloudpermit and the Customer
- Supporting processes, limitations, exclusions, and deviations

#### 2. Definitions

SaaS: Software as a Service is a cloud-based software distribution model in which the Service Provider hosts web application(s) and makes them available to users anytime (24/7/365) via the Internet

Cloudpermit: Service Provider's online permit/application service (SaaS)

Service Provider: Cloudpermit (formerly Cloudpermit Oy) is the company that provides the Software as a Service (SaaS)

Customer: Subscriber of Cloudpermit SaaS

Support Portal: Service Provider's Customer Care Online Support Services Portal

Cloudpermit Customer Success Specialist: A representative of the Service Provider who manages the online Cloudpermit Support Portal

Holidays: The Civic holidays in the country where the Service Provider operates and provides the SaaS

Production Environment: The online Cloudpermit environment in which real applications are processed and managed

Local Business Process Expert: A representative chosen by the Service Provider's Customer who is knowledgeable on how to use the service (how to fill out applications)

End User: Any External User or Customer User using Cloudpermit SaaS

#### 3. User Roles and Customer Definitions

External Users: Members of the general public using the Cloudpermit SaaS as one (or more) of the following role(s) (not limited to): Applicants, Payers, Designers, Property Owners, Architects, Utility Providers, Engineers, Members of a Corporation, Lawyers, Users of the stakeholder departments and agencies in the application circulation etc.

Customer Users: Members of the municipal department that use the Cloudpermit SaaS as one (or more) of the following role(s): Administrators, Customer Service Representatives (CSR), Plans Reviewers, Dispatchers, Inspectors, Reporting Users, Cashiers etc.

Cloudpermit Customer Support: Service Provider's Customer Success Specialist(s)

Cloudpermit Technical Support: Service Provide**r's technical specialists who develop and** maintain Cloudpermit SaaS

## 4. Global Cloudpermit Technical Support Services and Targets

The various ways of providing support, operating hours, as well as Cloudpermit technical support response times are presented in the table below.

	Customer Users (Municipality Users)	External Users (Applicants, Designers, Architects, etc)
Self-guided resources such as written instructions at Support Portal	✓	<b>√</b>
Self-guided resources such as instructional videos and webinars at Support Portal	✓	✓
Self-guided resources such as discussion forum(s) at Support Portal	✓	
Support by email and via support request forms	✓	✓
Support by automated bot	<b>√</b>	<b>√</b>
Operating hours	8 a.m 4.30 p.m. Mon - Fri (excluding Holidays)	
Response times for various impact levels <sup>1)</sup>		
First response by Service Provider		
Blocker	4 hours	Best effort
Critical	1 working day	Best effort
Major	2 working days	Best effort

Minor	Not defined	
Trivial	Not defined	
Resolution times in the Production Environment		
Blocker	2 working days	Best effort
Critical	3 working days	Best effort
Major	5 working days	Best effort
Minor	Not defined	
Trivial	Not defined	
Products covered	All	

## 1) Definitions for impact levels (alternative categorization):

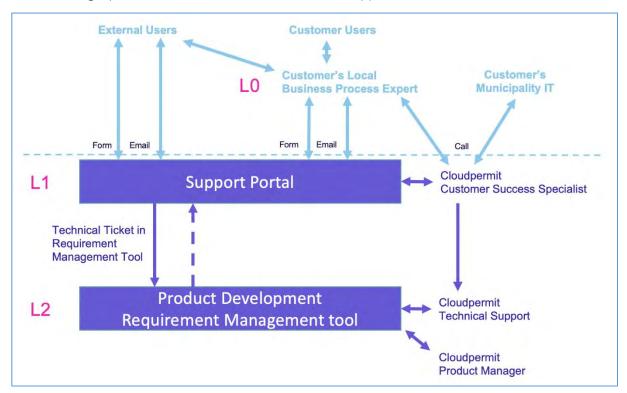
Blocker (Urgent)	Cloudpermit Production Environment down or major malfunction affecting business and high number of staff
Critical (High)	Serious degradation of Cloudpermit Production Environment or functionality
Major (Medium)	Cloudpermit Production Environment issue that has only a moderate impact to the business
Minor (Low)	Issue or question with limited business impact

## Additional targets for Cloudpermit SaaS are:

Metric	Target
Availability/Uptime of the Production Environment	99.9%
Reliability - how often a major failure occurs	> 1 year (Less than 1 per Year)
Full backup frequency	< 7 days
Incremental data (all changes) backup frequency	Daily
Data retention (years available online)	As specified in the Customer's retention plan or 7 years from submission date
Time to provide data in usable Freedom of Information/Discovery/Litigation format agreeable by Customer and Service provider – if requested by Customer	< 30 days
Provision of new versions, fixes, adjustments, upgrades	At least every 3 months
Notification of Data Breach (Maximum)	< 48 hours
Notification of planned/scheduled outage dates including duration and impact (minimum lead time)	10 days
Notification of intent to discontinue service (minimum lead time per Section 30 of Agreement)	1 year

#### 5. Customer Support Escalation Model

All support tickets submitted to the Service Provider's Support Portal will be created by End Users. The graphic below illustrates the technical support escalation model.



#### Level 0:

Support for External Users and Customer Users will be provided by Customer's Local Business Process Experts regarding how to use Cloudpermit (e.g. how to fill out building permit applications).

#### Level 1:

Support for External Users and Customer Users will be provided by Cloudpermit Customer Support regarding how to use Cloudpermit. The support shall be provided only to the issues submitted via Cloudpermit's Support Portal (as a form) or via support email.

Access to the Cloudpermit Support Portal includes self-guided resources such as written instructions, instructional videos, request forms, online training materials, discussion forums, manuals, and FAQs available at <a href="https://support-ca.cloudpermit.com">https://support-ca.cloudpermit.com</a>

#### Level 2:

Cloudpermit Customer Support contacts Cloudpermit Technical Support in cases where further escalation is needed.

#### 6. Responsibilities

#### 6.1 Service Provider's Responsibilities

Service Provider shall provide upgrades, fixes, and adjustments of the Cloudpermit SaaS regularly according to the mentioned targets in Chapter 4 and provides proactive guidance for future changes.

#### **6.2 Customer Responsibilities**

The Customer shall provide all necessary information and assistance related to the service performance that allows Cloudpermit to meet the performance standards as outlined in this document.

The Customer informs the Service Provider regarding changing business requirements that may necessitate a review, modification, or amendment of the SLA.

If the Customer suspects an error in Cloudpermit SaaS Production Environment, it shall notify the Service Provider through Cloudpermit's Support Portal where the Customer shall provide a detailed description of the problem, replicate the problem (if possible), and other assistance as the Service Provider may reasonably request to allow it to investigate the problem.

The Customer shall provide the Service Provider controlled access to its relevant data through a dedicated secure connection to allow the Service Provider to carry out its support obligations.

The Customer shall incorporate Cloudpermit system processes updates, and changes on the Customer's other systems as they relate to the accurate functionality of Cloudpermit after testing and validation per the Customer's requirements.

The Customer shall inform the Service Provider of changes to business requirements that may necessitate a review or modification of Cloudpermit's SaaS (e.g. Geographic Information System environment changes or other back-office systems/services which are integrated with Cloudpermit).

Notifications of planned/scheduled outages/changes shall be sent to the Service Provider 15 business days in advance. Along with the notification, the Customer is responsible to provide all relevant details of changes with the notification and perform their own integration testing after a new release for testing is provided by the Service Provider.

## 7. Notifications and Reporting of Performance

Service Provider will inform the Customer regarding scheduled and unscheduled service outages due to maintenance, troubleshooting, disruptions, or as otherwise necessary.

Notifications of planned/scheduled outages will be sent to the Customer 5 business days in advance detailing the date, duration, maintenance times, and other potential impacts to Cloudpermit. The Service Provider shall notify unscheduled outages to the Customer within one hour when possible.

## **Cloudpermit e-permit Service Agreement**

## **Order Form**

CUSTOMER AND ADDRESS INFORMATION

Customer: Town of Kirkland Lake

Address: 1 Dunfield Rd,

Kirkland Lake, ON

P2N 3P4

Email: luke.williams@tkl.ca

Phone 705 642 5472

Customer Billing Reference No.

TERMS AND CONDITIONS

Effective Date: Mar. 31, 2021

Initial Term: 5 years

PRICING

Annual Subscription Fee: CDN \$7,000.00 payable in advance prior to the

(Does not include HST) commencement of each year of the Term.

Implementation Fee: \$1,500.00

Payment Term: Net 30 days

Billing Method: Email

Invoicing Frequency: Anniversary of Completed Agreement/First of Year

(Initial invoice to be pro-rated to Dec. 31, 2022)

Prices are exclusive of applicable taxes.

CUSTOMER S	SI GNATURE:		
Date:		 	
Name:	-	_	
Title.			

By signing this Order Form, the Customer agrees to the terms of the attached General Terms and Conditions, this Order Form, and any other schedules, appendixes and documentation expressly reference in the Order Form or General Terms and Conditions (together the "Agreement").

The individual signing this Agreement hereby represents and warrants that he or she has the right and authority to bind the Customer.

#### **Cloudpermit e-permit Service Agreement**

#### **Order Form**

CUSTOMER AND ADDRESS INFORMATION

Customer: Town of Kirkland Lake

Address: 1 Dunfield Rd,

Kirkland Lake, ON

P2N 3P4

Email: luke.williams@tkl.ca

Phone 705 642 5472

Customer Billing Reference No.

\_\_\_\_\_

TERMS AND CONDITIONS

Effective Date: Mar. 31, 2021

Initial Term: 5 years

\_\_\_\_\_

PRICING

Annual Subscription Fee: CDN \$7,000.00 payable in advance prior to the

(Does not include HST) commencement of each year of the Term.

Implementation Fee: \$1,500.00

Payment Term: Net 30 days

Billing Method: Email

Invoicing Frequency: Anniversary of Completed Agreement/First of Year

(Initial invoice to be pro-rated to Dec. 31, 2022)

Prices are exclusive of applicable taxes.

CUSTOMER S	SI GNATURE:		
Date:			
Name:		_	
Title:		_	

By signing this Order Form, the Customer agrees to the terms of the attached General Terms and Conditions, this Order Form, and any other schedules, appendixes and documentation expressly reference in the Order Form or General Terms and Conditions (together the "Agreement").

The individual signing this Agreement hereby represents and warrants that he or she has the right and authority to bind the Customer.



#### **BY-LAW NUMBER 22-038**

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN SOUND BARRIERS, DIVISION OF 1466147 ONTARIO INC. AND THE CORPORATION OF THE TOWN OF KIRKLAND LAKE FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF INDOOR ARENA DASHER BOARDS AT THE JOE MAVRINAC COMMUNITY COMPLEX ARENA

**WHEREAS** A Request for Proposal (577-22-RFP) for the supply, delivery, and installation of indoor arena dasher boards and benches was issued and published April 6, 2022 which closed on April 29, 2022;

**AND WHEREAS** on May 17, 2022, Council awarded 577-22-RFP – Supply, Deliver, and Install of Indoor Arena Dasher Boards to Sound Barriers, Division of 1466147 Ontario 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 with Sound Barriers, Division of 1466147 Ontario Inc. for the supply, delivery, and installation of indoor arena dasher boards at the Joe Mavrinac Community Complex Arena a copy of which is attached and marked as Schedule 'A' to this By-Law.

 Pat Kiely, Mayor
Jennifer Montreuil, Municipal Clerk



#### **BY-LAW NUMBER 22-039**

## BEING A BY-LAW TO SET TAX RATIOS FOR MUNICIPAL PURPOSES FOR THE YEAR 2022

**WHEREAS** it is necessary for the Council of the Corporation of the Town of Kirkland Lake, pursuant to Section 308 (2) of the *Municipal Act, 2001*, Chapter 25, and Regulation 385/98 to establish the tax ratios for 2022 for the Corporation of the Town of Kirkland Lake.

**AND WHEREAS** the tax ratios determine the relative amount of taxation to be borne by each property class,

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

- 1. **THAT** for the taxation year 2022:
  - a) the residential property class shall be 1.000000;
  - b) the new multi-residential property class shall be 1.100000;
  - c) the multi-residential property class shall be 1.196260;
  - d) the commercial property class shall be 1.998748;
  - e) the industrial property class shall be 3.846259; and
  - f) the pipelines property class shall be 2.039965.
- 2. **THAT** for the purposes of this by-law:
  - the commercial property class includes all commercial office property, shopping centre property, parking lot property and new commercial property, and
  - b) the industrial property class includes all large industrial property and new industrial property.
- 3. **THAT** this by-law shall come into force and take effect after its passing.

Pat Kiely, Mayor
 Jennifer Montreuil, Municipal Clerk



#### **BY-LAW NUMBER 22-040**

#### BEING A BY-LAW TO ADOPT THE 2022 MUNICIPAL BUDGET

**WHEREAS** Section 290(1) of the Municipal Act, 2001, as amended, requires that the Municipality shall prepare and adopt a budget including estimates of all sums required during the year for municipal purposes,

**AND WHEREAS** Council for the Corporation of the Town of Kirkland Lake deems it to be desirable to adopt a budget including estimates of all sums required during the year for municipal purposes,

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

- 1. **THAT** the municipally managed net Operating Budget in the amount of \$17,609,491.00 attached hereto and included within Schedule 'A' and forming a part of this By-Law, is hereby adopted as the net Operating Budget for the Corporation of the Town of Kirkland Lake for the year 2022.
- 2. **THAT** the municipally managed Capital Budget in the amount of \$5,481,326.00 attached hereto and included within Schedule 'B' and forming a part of this By-Law, is hereby adopted as the Capital Budget for the Corporation of the Town of Kirkland Lake for the year 2022.
- 3. **THAT** the municipally managed Water Budget in the amount of \$2,625,233.00 attached hereto and included within Schedule 'C' and forming a part of this By-Law, is hereby adopted as the Water Budget for the Corporation of the Town of Kirkland Lake for the year 2022.
- 4. **THAT** the municipally managed discharge of Wastewater Budget in the amount of \$1,841,905.00 attached hereto and included within Schedule 'C' and forming a part of this By-Law, is hereby adopted as the Wastewater Budget for the Corporation of the Town of Kirkland Lake for the year 2022.
- 5. **THAT** this by-law shall come into force and take effect on the date of its passing.

_	
	Pat Kiely, Mayor
_	
	Jennifer Montreuil, Municipal Clerk

## 2022 Operating Budget - Schedule "A"

#### **Community Services**

Community Services			2022 Budget Total	2021 Budget Total	2021 Actual Total
Cemetery					
	Revenue				
		User Fees	\$ 137,831	\$ 130,615 \$	168,543
		Grants	5,988	-	5,987
		Recoveries	-	-	5,780
		Other Revenue	440	440	1,241
		Total	144,259	131,055	181,551
	Expenses				
		Labour & Related	116,212	91,357	113,040
		Contracted Services	4,300	3,000	8,712
		Materials & Supplies	17,460	12,150	16,012
		Utilities	3,650	1,250	3,863
		Admin & Other	10,635	12,830	10,793
		Interest & LTD Payments	3,400	=	4,962
		Total	155,657	120,587	157,382
	Surplus (Deficit)		(11,398)	10,468	24,169
hild Care					
	Revenue	Other Develope	20.400	40.000	40.000
	-	Other Revenue	20,100	18,000	18,000
		Total	20,100	18,000	18,000
	Expenses	Labarra O Balata d	2 252	2.020	2.044
		Labour & Related	3,353	2,928	2,941
		Materials & Supplies	550	574	518
		Admin & Other	3,283	2,910	2,910
		Total	7,186	6,412	6,369
	Surplus (Deficit)		12,914	11,588	11,631
ibrary					
	Revenue	Hear Food	4.950	4.650	F 021
		User Fees	4,850	4,650	5,031
		Grants Donations	34,422 9,520	34,422 2,650	35,403 30,830
			106	2,630 169	
		Recoveries Other Revenue			106
		Other Revenue Total	9,154 58,052	9,154 51,045	9,024 80,394
	Expenses				
	rybelises	Labour & Related	292,202	284,585	265,074
		Contracted Services	19,800	18,400	18,595
		Materials & Supplies	40,024	30,454	34,044
		Utilities	12,633	13,400	11,958
		Admin & Other	15,297	18,040	13,636
				10,040	
		Interest & LTD Payments	90	-	60 14.364
		Transfers Total	380,046	364,879	14,364 357,731
	Complete (Deficie)				
	Surplus (Deficit)		\$ (321,994)	\$ (313,834) \$	(277,337)

### **Community Services (cont'd)**

		2022 Budget Total	2021 Budget Total	2021 Actual Total
Museum				
Revenue				
	User Fees	\$ 22,750	\$ 6,150 \$	19,183
	Grants	84,482	61,873	43,412
	Donations	6,400	2,200	2,059
	Recoveries	350	250	141
	Total	113,982	70,473	64,795
Expenses				
<b>P</b>	Labour & Related	211,253	198,585	203,249
	Contracted Services	24,940	25,150	7,873
	Materials & Supplies	56,580	27,906	11,490
	Utilities	14,800	14,800	13,431
	Admin & Other	38,459	18,229	15,161
	Interest & LTD Payments	1,300	1,000	1,679
	Total	347,332	285,670	252,883
Surplus (	Deficit)	(233,350)	(215,197)	(188,088)
Parks & Recreation				
Revenue				
	User Fees	499,275	324,411	265,851
	Grants	6,787	48,950	19,531
	Donations	4,000	8,000	3,287
	Recoveries	3,550	2,032	6,495
	Other Revenue	2,917	-	2,581
	Total	516,529	383,393	297,745
Expenses				
	Labour & Related	1,262,819	1,189,069	1,087,631
	Contracted Services	44,554	39,032	41,246
	Materials & Supplies	195,147	194,602	151,855
	Utilities	493,637	503,154	395,273
	Admin & Other	198,174	210,785	176,271
	Interest & LTD Payments	916,356	899,357	907,191
	Transfers	-	16,500	39,708
	Total	3,110,687	3,052,499	2,799,175
Surplus (	Deficit)	(2,594,158)	(2,669,106)	(2,501,430)
Community Services Total Def	icit	\$ (3,147,986)	\$ (3,176,081) \$	(2,931,055)

#### **Corporate Services**

Corporate Services			2022 Budget Total	2021 Budget Total	2021 Actual Total
Treasury					
•	Revenue				
		User Fees	\$ 20,000 \$	15,000 \$	24,921
		Grants	-	-	1,000
		Recoveries	-	-	332
		Other Revenue	410,000	355,000	411,279
		Total	430,000	370,000	437,532
	Expenses				
	<b>F</b>	Labour & Related	788,521	759,300	736,024
		Contracted Services	35,000	35,910	24,577
		Materials & Supplies	14,500	7,500	11,926
		Admin & Other	145,210	163,300	(324,215)
		Interest & LTD Payments	4,000	4,000	2,536
		Transfers	(149,000)	(149,000)	11,697
		Total	838,231	821,010	462,545
	Surplus (Deficit)		(408,231)	(451,010)	(25,013)
Administration	Revenue				
		User Fees	26,500	30,000	24,053
		Grants	-	-	86,828
		Recoveries	-	-	6,953
		Other Revenue	70,912	-	6,206
		Total	97,412	30,000	124,040
	Expenses				
	•	Labour & Related	501,813	502,100	349,304
		Contracted Services	72,436	57,000	83,901
		Materials & Supplies	123,662	8,000	59,151
		Utilities	25,500	24,800	21,064
		Admin & Other	114,407	117,650	102,470
		Total	837,818	709,550	615,890
	Surplus (Deficit)		(740,406)	(679,550)	(491,850)
Management Information					
Systems	Davanua				
	Revenue	Crants	61.750		12.105
		Grants Total	61,750 61,750	- 0	12,195 12,195
	Expenses	Labour & Dalated	152.202	122.004	70 004
		Labour & Related	152,363	123,904	78,991
		Contracted Services	67,950	40,600	34,348
		Materials & Supplies	73,000	41,424	15,372
		Admin & Other Total	33,425 326,738	4,410 210,338	17,727 146,438
	Surplus (Deficit)		\$ (264,988) \$	(210,338) \$	(134,243)

#### **Corporate Services (cont'd)**

Corporate Services (contid	· <b>/</b>		2	022 Budget Total	2021 Budget Total	2021 Actual Total
Health & Safety						
Re	evenue					
		Total		0	0	0
Ех	penses					
		Labour & Related	\$	84,571 \$	84,571 \$	79,689
		Contracted Services		-	-	174
		Materials & Supplies		4,800	-	5,716
		Admin & Other		1,800	-	404
		Total		91,171	84,571	85,983
Su	ırplus (Deficit)			(91,171)	(84,571)	(85,983)
Human Resources						
Re	evenue	Doggveries				1 000
_		Recoveries Total		- 0	- 0	1,000 1,000
		Total		U	U	1,000
Fx	penses					
	.penses	Labour & Related		168,695	252,050	160,788
		Contracted Services		65,000	9,600	15,773
		Materials & Supplies		20,000	13,300	12,120
		Admin & Other		11,050	6,050	3,934
		Total		264,745	281,000	192,615
Su	ırplus (Deficit)			(264,745)	(281,000)	(191,615)
Police						
Re	evenue					
		User Fees		2,500	2,500	-
		Grants		81,000	73,000	51,264
		Recoveries		8,698	7,000	15,969
<del></del>		Other Revenue Total		76,750 168,948	76,750 159,250	76,750 143,983
_				ŕ	,	ŕ
EX	penses	Labour & Related		19,050	18,950	17,691
		Contracted Services		2,726,325	2,570,426	2,554,941
		Materials & Supplies		2,726,525 1,650	1,500	1,606
		Utilities		22,220	21,500	20,910
		Admin & Other		8,750	8,750	7,718
		Total		2,777,995	2,621,126	2,602,866
Su	ırplus (Deficit)		\$	(2,609,047) \$	(2,461,876) \$	(2,458,883)

### **Corporate Services (cont'd)**

			2	022 Budget Total	2021 Budget Total	2021 Actual Total
Mayor & Council						
	Revenue					
		Total		0	0	0
	Expenses					
		Labour & Related	\$	158,767 \$	153,180 \$	155,725
		Materials & Supplies		11,100	21,100	4,815
		Admin & Other		9,885	4,250	4,401
		Total		179,752	178,530	164,941
	Surplus (Deficit)			(179,752)	(178,530)	(164,941)
Procurement & Risk Management						
	Revenue					
		Total		0	0	0
	Expenses					
		Labour & Related		97,917	-	37,278
		Materials & Supplies		1,170	-	249
		Admin & Other		2,000	-	1,001
		Total		101,087	0	38,528
	Surplus (Deficit)			(101,087)	0	(38,528)
Corporate Services	Total Deficit		\$	(4,659,427) \$	(4,346,875) \$	(3,591,056)

### **Development Services**

bevelopment services			2022 Budget Total	2021 Budget Total	2021 Actual Total
Airport					
	Revenue				
		User Fees	\$ 80,000	\$ 105,000 \$	84,747
		Recoveries	6,500	3,500	456
	-	Other Revenue	7,500	6,940	6,608
		Total	94,000	115,440	91,811
	Expenses				
		Labour & Related	98,438	58,676	74,330
		Contracted Services	7,043	3,000	4,087
		Materials & Supplies	62,170	67,050	39,434
		Utilities	8,300	8,600	8,277
		Admin & Other	28,564	27,288	24,669
		Interest & LTD Payments	1,000	2,000	661
		Total	205,515	166,614	151,458
	Surplus (Deficit)		(111,515)	(51,174)	(59,647)
					•
Animal Control	Davision				
	Revenue	User Fees	0.600	0.600	4.105
			9,600	9,600	4,195
		Recoveries Total	9,600	9,600	4,220
		Total	9,000	9,000	4,220
	Expenses				
		Contracted Services	72,085	70,945	65,512
		Materials & Supplies	1,500	800	804
		Utilities	2,850	2,600	2,447
		Admin & Other	750	725	689
		Total	77,185	75,070	69,452
	Surplus (Deficit)		(67,585)	(65,470)	(65,232)
Building & Property					
Standards					
	Revenue				
		User Fees	155,000	60,000	111,865
		Grants	-	7,100	2,947
		Recoveries	7,000	14,300	10,539
		Total	162,000	81,400	125,351
	Expenses				
	•	Labour & Related	189,466	119,039	127,232
		Contracted Services	57,943	160,600	97,968
		Materials & Supplies	30,481	5,800	5,559
		Admin & Other	26,408	8,880	19,869
		Transfers	-	-	94,827
		Total	304,298	294,319	345,455
	Surplus (Deficit)		\$ (142,298)	\$ (212,919) \$	(220,104)
			. , -1	. , , , ,	. , ,

#### **Development Services (cont'd)**

Development Services (	cont uj		2022 Budget Total	2021 Budget Total	2021 Actual Total
Economic Development					
·	Revenue				
		Grants	\$ 74,267 \$	45,000 \$	1,674
		Recoveries	4,075	3,640	2,054
		Other Revenue	196,972	320,151	213,180
		Total	275,314	368,791	216,908
	Expenses				
	-	Labour & Related	173,159	150,990	139,822
		Contracted Services	116,250	97,450	23,088
		Materials & Supplies	84,410	143,410	11,044
		Admin & Other	19,780	21,099	17,376
		Interest & LTD Payments	137,222	137,223	136,489
		Total	530,821	550,172	327,819
	Surplus (Deficit)		(255,507)	(181,381)	(110,911)
Planning & Zoning					
	Revenue				
		User Fees	39,000	37,000	76,362
		Recoveries	-		209
		Total	39,000	37,000	76,571
	Expenses				
		Labour & Related	217,052	128,981	124,545
		Contracted Services	48,000	46,000	22,087
		Materials & Supplies	2,905	1,900	5,108
		Admin & Other	7,745	12,625	5,408
		Total	275,702	189,506	157,148
	Surplus (Deficit)		(236,702)	(152,506)	(80,577)
Residential Development					
	Revenue				
	-	Other Revenue	200,000	10,000	63,552
		Total	200,000	10,000	63,552
	Expenses				
		Materials & Supplies	150	150	-
		Admin & Other	1,500	1,500	(130)
		Total	1,650	1,650	(130)
	Surplus (Deficit)		\$ 198,350 \$	8,350 \$	63,682

#### **Development Services (cont'd)**

	(11)		2	2022 Budget Total	;	2021 Budget Total	:	2021 Actual Total
Waste Management								
	Revenue							
		User Fees	\$	12,000	\$	12,000	\$	10,881
		Recoveries		479,764		435,500		551,214
		Total		491,764		447,500		562,095
	Expenses							
		Labour & Related		152,238		129,308		173,358
		<b>Contracted Services</b>		1,036,255		1,023,278		1,036,592
		Materials & Supplies		15,975		82,112		30,419
		Admin & Other		7,937		7,535		2,749
		Interest & LTD Payments		-		53,655		52,556
		Transfers		-		-		28,496
		Total		1,212,405		1,295,888		1,324,170
	Surplus (Deficit)			(720,641)		(848,388)		(762,075)
Development Services	Total Deficit		\$	(1,335,897)	\$	(1,503,488)	\$	(1,234,864)

_		_		
ы	ro	60	r\/I	ces
		36	IVI	LES

			2	022 Budget Total	2021 Budget Total	2021 Actual Total
Fire Services						
	Revenue					
		User Fees	\$	500	\$ 500 5	\$ 500
		Grants		-	6,500	6,500
		Recoveries		3,000	3,000	2,570
		Total		3,500	10,000	9,570
	Expenses					
		Labour & Related		1,827,831	1,664,307	1,653,423
		Contracted Services		44,347	42,519	40,078
		Materials & Supplies		90,750	68,650	41,668
		Utilities		12,432	12,377	12,147
		Admin & Other		92,661	50,859	54,086
		Total		2,068,021	1,838,712	1,801,402
	Surplus (Deficit)			(2,064,521)	(1,828,712)	(1,791,832)
Fire Services	Total Deficit		\$	(2,064,521)	\$ (1,828,712)	\$ (1,791,832)

#### **Teck Pioneer Residence**

			:	2022 Budget Total	202	21 Budget Total	2	021 Actual Total
Teck Pioneer Residence								
	Revenue							
		Grants	\$	4,542,250	\$	625,092	\$	3,540,796
		Donations		30,000		30,000		6,669
		Recoveries		63,535		53,644		108,293
		Other Revenue		3,507,136		6,104,559		3,503,068
		Total		8,142,921		6,813,295		7,158,826
	Expenses							
		Labour & Related		6,744,809		5,333,570		5,917,133
		Contracted Services		232,768		313,433		231,701
		Materials & Supplies		883,958		868,500		892,811
		Utilities		210,000		210,000		175,094
		Admin & Other		66,134		60,060		56,480
		Interest & LTD Payments		554,260		569,200		547,025
		Transfers		-		-		10,444
		Total		8,691,929		7,354,763		7,830,688
	Surplus (Deficit)			(549,008)		(541,468)		(671,862)
Teck Pioneer Residence	Total Deficit		\$	(549,008)	\$	(541,468)	\$	(671,862)

Pu	hl	ic	W	<u>റ</u>	rks

			2022 Budget Total	2021 Budget Total	2021 Actual Total
Roads & Maintenance					
Reven	nue				
	Grants	\$	9,000	\$ 2,737	-
	Recoveries		20,758	37,263	12,071
	Transfers		100,000	-	
	Total		129,758	40,000	12,071
Expen	ses				
	Labour & Related		1,829,322	1,812,784	1,657,963
	Contracted Services		448,200	251,318	217,048
	Materials & Supplies		1,026,155	1,117,338	637,040
	Utilities		72,500	73,050	61,660
	Admin & Other		288,335	293,520	239,930
	Interest & LTD Paymen	its	59,984	59,984	59,767
	Transfers		-	112,500	613,916
	Total		3,724,496	3,720,494	3,487,324
Surplu	us (Deficit)		(3,594,738)	(3,680,494)	(3,475,253)
Street Lights					
Reven	nue				
	Total		0	0	0
Expen	ses				
	Labour & Related		1,250	1,250	-
	Contracted Services		15,000	15,000	9,952
	Materials & Supplies		10,000	10,000	6,049
	Utilities		52,000	52,000	51,910
	Interest & LTD Paymen	its	59,860	119,470	119,456
	Total		138,110	197,720	187,367
Surplu	us (Deficit)		(138,110)	(197,720)	(187,367)
Public Works Total	Deficit	\$	(3,732,848)	\$ (3,878,214) \$	(3,662,620)

		2022 Budget Total	2021 Budget Total	2021 Actual Total
Outside Charges				
	Temiskaming Health Unit	\$ (375,052) \$	(367,698) \$	(367,698)
	Ambulance	(844,268)	(770,913)	(770,913)
	Social Housing	(496,465)	(447,645)	(447,645)
	Ontario Works	(236,715)	(327,955)	(327,955)
	Child Care	(56,197)	(53,337)	(53,337)
	MPAC	(111,107)	(111,107)	(111,107)
	Surplus (Deficit)	(2,119,804)	(2,078,655)	(2,078,655)
Total Town Operating	Deficit	(17,609,491)	(17,353,493)	(15,961,944)
	Other Taxation	253,525		
	Ontario Municipal Partnership Fund	6,226,600		
	Other	50,000		
	Deficit	(11,079,366)		
	Unfunded Capital	(935,926)		
	Deficit	(12,015,292)		
	Transfers from Reserves	975,489		
	Tax Levy	\$ (11,039,803)		

PROJECT NAME	SERVICE AREA		2022 Evnonco	GOVERNMENT	GAS tax OCIF	TAX LEVY	RESERVES F	RESERVE	OTHER Lev	10			1			$\overline{}$
KL Water Treatment Plant SCADA		32021-0003	26,855	GOVERNIVIENT	GAS tax OCIF	IAA LEVT	NESERVES	26,855	OTHER LEV	3 (0						
Municipal Services Expansion - West End		32021-0003	2,217,137	1,515,448				215,146	500,000	3 (13.457	KL Gold donation (see email)	1				
Street Scan - Road and Sidewalk Assessment		32021-0006	6,106	1,010,110		-		6,106	000,000	3 -	, riz dola donalion (ede email)					
Swastika WPCP Decommissioning + Sewer Connection to KL WWTP		32021-0007	5,436,172	3,738,869	1,166,969			475,398	900,000	3 (845,064	Loan					
Two New Laptop Computers		32021-0008	4,070				4,070			3 -						
Wilson Ave Water & Wastewater Forcemain		32021-0009	91,584		61,056	-		30,528	-	3 -	to be paid out of WW and wa	ater rese	rves or fee	s		
Comfort Street Treatment Plant/Pump Station (OCWA)		32021-0011	17,904					17,904		3 0						
KL Wastewater System (OCWA)		32021-0012	117,024					117,024		3 -						
Tactile Plates		32021-0014	20,352		20,352	-				3 -						
TKL Water Treatment Plant - High Lift & Post Treatment (OCWA)		32021-0015	36,729					36,729		3 (0						
TKL Water Treatment Plant - Raw Water Pre-Treating (OCWA)		32021-0016	157,670					157,670		3 0						
Wastewater Pump Station (OCWA)		32021-0018	70,281					70,281		0 (0						
Waterworks Enclosed Cargo Trailer	Water E	32021-0019	22,006					22,006		3 0						
Chiller and Header Replacement	Complex E	32021-0021	103,059	103,059						3 0						
House Local Hockey Artifacts	Complex	32021-0022	21,370			-	10,685		-	3 10,685						
JMCC Signage	Complex	32021-0023	1,889				1,889		-	3 (0	,					
Bunker Gear	Fire E	32021-0028	22,000				22,000			3 -						
Equipment	Fire E	32021-0029	9,951				9,951			3 0						
Wireless Infrastructure	Mmgt. Info. Systems	32021-0031	5,687				5,687			3 n						
Workstation Ungrades	Mmgt. Info. Systems	32021-0032	2,677				2,677			3 0						
Workstation Upgrades HVAC System	TPR E	32021-0038	69,499	69,499			2,017			3 (0	,					-
Wheelchair Accessibility		32021-0039	4,500	4,500						3 -	<del>'                                     </del>					
TTTOO OT ALL T TOO OO DINKY		3202.0000	1,000	1,000						-						
Elevator	Admin		119,000	60,000		-		59,000		3 -	Lifecycle					-
Airport Upgrades	Airport		1,000,000	900,000		100,000				3 -						
Dump trailer	Cemetary		7,153	•		7,153				3 -						
Community Safety and Well Being	Community Services		16,790			16,790				4 -						
Lighting of Side Parking Lot	Complex		80,000			80,000				4 -						
Allen Avenue Renewal	Complex		51,977	51,977		-				4 -						
Boiler Maintenance	Complex		14,000			-		14,000		3 -	Lifecycle					
Elliptical	Complex		7,520			-		7,520		3 -	Lifecycle					
Arena Upgrades	Complex		465,000	465,000		-				3 -						
Waste/Recycling Cart storage	Development Services		11,314			11,314				3 -						
Accessible access - works building	Development Services		-			-		10.010		3 -						-
Random Demolition	Development Services		49,818	200 000		-		49,818		2 -	Analan Drive					-
CHAR Tech. Infrastructure Development	Development Services		400,000 220,000	360,000		220,000		40,000		4 -	Archer Drive					
Self Contained Breathing Apparatus Hose replacement	Fire Fire		20,000			220,000		20,352		4 -	Lifowelo					
Photocopier - Fire	Fire		5,088			5,088		20,332		3 -	Lifecycle					
Aerial Truck	Fire		1,230,000			5,000	_		1,230,000	3 -	lease/loan to be determined,	current	nortion ie h	acad on a	lease with d	ownnavment
Landfill Well Rehab and Upgrades	Landfill		172,992			172,992				4 -	lease/loan to be determined,	ourrent	DOI GOTT 13 D	asca on c	ricase with a	Swiipayilicit
Firewall (Barracuda)	Mmgt. Info. Systems		50,497	-			50,497			4 -						
Kinross Paving	Parks		20,855			20,855				4 -						
Civic Project	Parks		380,074	285,000		95,074				3 -						
Queen Elizabeth Park Top Soil, Grass	Parks		7,800			-		7,800	-	3 -	Parkland					
Chaput Hughes Playground	Parks		35,616			-			35,616	1 -	Parkland					
Purchase of Two New Backhoes	Public Works		310,389			155,389		155,000	-	3 -	2 backhoe, Lifecycle (42,500)	) and Infi	rastructure	(112,500	)	
Traffic Control - New Cabinet & Controller - Government Rd / Kirkland St	Public Works		17,299						17,299	3 -	Gas tax deferred revenue					
Pedestrian Crossover - Queen St. & Woods St.	Public Works		27,984	25,000		2,984				3 -						-
Asphalt - Young Ave & Dixon/Spruce	Public Works		178,080			- E1 000		-	178,080	3 -	Gas tax deferred revenue					-
Snow Blower repair	Public Works Public Works		51,000 32,500	32,500		51,000				3 -			1			-+-
Asset Management Software	Public Works Public Works		32,500	32,500		-				3 -	moved to energting hudget					
Building Licensing software  Mechanical Lift replacement	TPR		28,060	28,060		-				4 -	moved to operating budget		1			-+-
Gazebo replacement	TPR		10,114	20,000		-		10,114		3 -	Lifecycle					-
Coffee machines	TPR		7,450			-		7,450	-	3 -	Lifecycle					
Ice machine	TPR		3,553	05.001		-		3,553	-	3 -	Lifecycle					-+-
Window replacement	TPR		35,364	35,364		- 0.044			-	ა -						-
Terrace accessibility door opener  Vadim	TPR		6,614 28,750	20 750		6,614				2 -	MMP2					-
Comfort Station Enhanced Bar Screen	Treasury Waste Water		91,584	28,750		-		91,584		3 -		e or for			-	-
Replacement Generator for Kirkland Lake Water Treatment Plant	Water		254,400	254,400		-		91,584	-	2 -	to be paid out of WW reserve	s or ree:	5			-
Replacement Generator for Kirkland Lake Water Treatment Plant	vvatei		2J4,40U	204,400		<del>-</del> -					<del>                                     </del>		1			-+-
اَهُ ا										-						-+
<u> </u>										-						
<u> </u>										-						
TOŢALS			13,913,509	7,957,426	81,408 1,166,969	945,253	107,456	1,641,838	2,860,995							
•			.,,	,,	,,,	,	. ,	,,	, ,	-1			1			

#### 2022 Capital Budget - Schedule "B"

				GOVERNMENT					RESERVE		
PROJECT NAME	SERVICE AREA		2022 EXPENDITURE	FUNDING	GAS TAX	OCIF	TAX LEVY	RESERVES	FUNDS	OTHER	Level
APPROVED											
Elevator	Admin	B2022-001	\$ 119,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 59,000	\$ -	3
Airport Upgrades	Airport	B2022-002	1,000,000	900,000	-	-	100,000	-	-	-	3
Dump trailer	Cemetary	B2022-003	7,153	-	-	-	7,153	-	-	-	3
Community Safety and Well Being	Community Services	B2022-004	7,463	-	-	-	7,463	-	-	-	4
Lighting of Side Parking Lot	Complex	B2022-005	80,000	-	-	-	80,000	-	-	-	4
Allen Avenue Renewal	Complex	B2022-006	51,977	51,977	-	-	-	-	-	-	4
Boiler Maintenance	Complex	B2022-007	14,000	-	-	-	-	-	14,000	-	3
Elliptical	Complex	B2022-008	7,520	-	-	-	-	-	7,520	-	3
Arena Upgrades	Complex	B2022-009	465,000	465,000	-	-	-	-	-	-	3
Waste/Recycling Cart storage	Development Services	B2022-010	11,314	-	-	-	11,314	-	-	-	3
Random Demolition	Development Services	B2022-011	49,818	-	-	-	-	-	49,818	-	3
CHAR Tech. Infrastructure Development	Development Services	B2022-012	400,000	360,000	-	-	-	-	40,000	-	2
Self Contained Breathing Apparatus	Fire	B2022-013	220,000	_	_	_	220,000	_	-	_	4
Hose replacement	Fire	B2022-014	20,352	-	_	-	-	_	20,352	_	4
Photocopier - Fire	Fire	B2022-015	5,088	-	-	-	5,088	-	-	-	3
Aerial Truck	Fire	B2022-016	1,230,000	-	-	-	-	-	-	1,230,000	3
Landfill Well Rehab and Upgrades	Landfill	B2022-017	172,992	-	_	_	172,992	_	-	-	4
Network Hardware	Mmgt. Info. Systems	B2022-018	50,497	-	-	-	-	50,497	-	-	4
Kinross Paving	Parks	B2022-019	20,855	-	-	-	20,855	-	-	-	4
Civic Project	Parks	B2022-020	380,074	285,000	-	-	95,074	-	-	-	3
Queen Elizabeth Park Top Soil, Grass	Parks	B2022-021	7.800	_	_	_	-	_	7.800	_	3
Chaput Hughes Playground	Parks	B2022-022	35,616	-	-	-	-	-	35,616	-	1
Purchase of Two New Backhoes	Public Works	B2022-023	310,389	-	-	-	155,389	-	155,000	-	3
Traffic Control - New Cabinet & Controller - Government Rd / Kirkland St	Public Works	B2022-024	17,299	-	-	-	-	-	-	17,299	3
Pedestrian Crossover - Queen St. & Woods St.	Public Works	B2022-025	27,984	25,000	-	-	2,984	-	-	-	3
Asphalt - Young Ave & Dixon/Spruce	Public Works	B2022-026	178,080	-	-	-	-	-	-	178,080	3
Snow Blower repair	Public Works	B2022-027	51,000	-	-	-	51,000	-	-	· -	3
Asset Management Software	Public Works	B2022-028	32,500	32,500	-	-	-	-	-	-	3
Mechanical Lift replacement	TPR	B2022-029	28,060	28,060	-	-	-	-	-	-	4
Gazebo replacement	TPR	B2022-030	10,114	-	-	-	-	-	10,114	-	3
Coffee machines	TPR	B2022-031	7,450	-	-	-	-	-	7,450	-	3
Ice machine	TPR	B2022-032	3,553	-	-	-	-	-	3,553	-	3
Window replacement	TPR	B2022-033	35,364	35,364	-	-	-	- 1	-	-	3
Terrace accessibility door opener	TPR	B2022-034	6,614	-	-	-	6,614	- 1	-	-	2
Comfort Station Enhanced Bar Screen	Waste Water	B2022-035	162,000	-	-	-	-	- 1	162,000	-	3
Replacement Generator for Kirkland Lake Water Treatment Plant	Water	B2022-036	254,400	254,400	-	-	_	_	-	-	2
Total Approved			\$ 5,481,326		\$ -	\$ -	\$ 935,926	\$ 50,497	\$ 572,223	\$1,425,379	
· · · ·	•	•	-, -,,								
TOTALS			\$ 5.481.326	\$ 2.497.301	\$ -	\$ -	\$ 935.926	\$ 50.497	\$ 572,223	\$1,425,379	1

- (1) Lifecycle Replacement reserve fund (2) Parkland reserve
- (3) \$112,500 from Infrastructure reserve and \$42,500 from Life Cycle Replacement reserve fund
- (4) Gas tax deferred revenue (obligatory reserves)
- (5) Waste Water Capital Projects reserve fund
- (6) Debt or lease financing once a ladder truck has been sourced
  (7) The unfunded Capital of \$935,926 under Tax Levy will be covered by a transfer from reserves.

					l
					1

## 2022 Water and Wastewater Budget - Schedule "C"

			2	2022 Budget Total		Budget otal	2021 Actual Total	
Water								
	venue							
	Use	er Fees	\$	2,544,067	\$ 2	2,732,051 \$	2,494,18	3
	Re	coveries		57,678		31,100	50,89	8
	Otl	her Revenue		23,489		10,000	23,02	8
	To	tal		2,625,233	2	2,773,151	2,568,10	9
Ехр	enses							
	Lak	oour & Related		521,178		576,828	602,34	.9
	Co	ntracted Services		581,664		743,408	630,27	4
	Ma	aterials & Supplies		219,460		196,025	116,45	5
	Uti	ilities		390,605		438,500	335,30	19
	Ad	min & Other		423,459		203,173	144,58	4
		erest & LTD Payments		28,820		28,802	28,77	3
	Tra	ansfers		-		586,415	970,15	5
	To	tal		2,165,185	2	2,773,151	2,827,89	9
Sur	plus (Deficit)			460,048		0	(259,79	0)
Wastewater								
Rev	venue							
	Use	er Fees		1,817,697	1	L,932,402	1,782,05	6
	Re	coveries		4,841		19,953	2,69	7
	Otl	her Revenue		19,367		12,478	18,98	7_
	Tot	tal		1,841,905	1	1,964,833	1,803,74	.0
Ехр	enses							
	Lak	oour & Related		324,015		588,566	261,65	5
		ntracted Services		498,009		612,992	513,53	1
		aterials & Supplies		73,900		78,000	3,19	2
	Uti	ilities		412,428		388,000	363,83	
	Ad	min & Other		196,135		188,384	224,54	.9
		erest & LTD Payments		71,631		-		
		ansfers		-		108,891	578,89	4
	Tot	tal		1,576,119	1	1,964,833	1,945,65	1
Sur	plus (Deficit)			265,786		0	(141,91	1)
Water and Wastewater Tot								



#### **BY-LAW NUMBER 22-041**

## BEING A BY-LAW TO ADOPT THE ESTIMATES OF ALL SUMS REQUIRED DURING THE YEAR AND TO STRIKE THE RATES OF TAXATION FOR THE YEAR 2022

**WHEREAS** the Council of the Town of Kirkland Lake in accordance with the *Municipal Act, 2001* Chapter 25, Section 312 has considered and adopted the estimates of the municipality and deems it to be advisable that the following sums be raised by means of taxation for the year 2022:

Education Purposes \$ 1,332,837

Municipal Purposes \$ 11,039,803

\$ 12,372,640

**AND WHEREAS** all property assessment rolls on which the 2022 taxes are to be levied have been returned and revised pursuant to the provisions of the *Assessment Act* subject to appeals at present before the Municipal Property Assessment Corporation and the Assessment Review Board;

**AND WHEREAS** "Residential/Farm Assessment", "Multi-Residential Assessment", "Commercial Assessment", "Industrial Assessment", and "Pipeline Assessment", as defined in the *Assessment Act* have been determined on the basis of the aforementioned property assessment rolls;

**AND WHEREAS** the tax ratios on the aforementioned property for the 2022 taxation year have been set out in By-Law 22-040 of the Town of Kirkland Lake;

**AND WHEREAS** Section 314 of the *Municipal Act*, specifies graduated taxation within specified property classes may be established to ease the burden of taxes on certain properties within the class, thereby authorizing properties with lesser assessment to pay lesser tax. Within the Industrial class of properties graduated taxation shall be applied as follows:

- a) Properties with an assessed value at or over \$2.5 million shall pay according to the full tax rate; and
- b) Properties with assessed value less than \$2.5 million shall pay 9% of the established rate.

**AND WHEREAS** the sub-class tax rate reductions on prescribed sub-classes on the aforementioned property for the 2022 taxation year is as follows:

- a) the vacant land and vacant units subclasses in the commercial property class is 30% the municipal rate; and
- b) the vacant land and vacant units subclasses in the industrial property class is 35% the municipal rate

**AND WHEREAS** the tax rates on the aforementioned property classes and property subclasses have been calculated pursuant to the provisions of the *Municipal Act* and the manner set out herein; **AND WHEREAS** the Current Value Assessment upon which the cost of municipal services is to be levied for the Town of Kirkland Lake is as follows:

Residential	\$353,473,160
Residential – Polls 25 & 26	\$ 28,392,200
New Multi Residential	\$ 879,000
Multi Residential	\$ 20,162,000
Commercial	\$ 59,271,440
Commercial Vacant	\$ 2,004,200
Industrial Low Band	\$ 11,192,300
Industrial High Band	\$ 4,606,000
Industrial Vacant	\$ 866,800
Pipelines	\$ 3,383,000
ТОТА	\$484,230,100

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

1. **THAT** there shall be levied and collected upon assessable lands, buildings and pipelines within the Corporation of the Town of Kirkland Lake, taxation based upon the following rates for the year 2022:

Class	Municipal	Education	Total
Residential	0.01911464	0.00153000	0.02064464
Residential – Polls 25 & 26	0.00674059	0.00153000	0.00827059
New Multi Residential	0.02102611	0.00153000	0.02255611
Multi Residential	0.02286608	0.00153000	0.02439608
Commercial Occupied	0.03776417	0.00880000	0.04656417
Commercial Vacant	0.02643493	0.00880000	0.03523493
Industrial Occupied Low Band	0.01889568	0.00226662	0.02116230
Industrial Occupied High Band	0.20995200	0.02518466	0.23513666
Industrial Vacant Low Band	0.01228219	0.00226662	0.01454881
Pipelines	0.03899319	0.00880000	0.04779319

- 2. **THAT** there has been levied \$6,075,929.56 in two installments that were due on March 17, 2022 and April 21, 2022.
- 3. **THAT** the balance of taxes shall be levied in two (2) installments and shall be due on the following dates: August 18, 2022 and September 22, 2022.

4. **THAT** if any taxpayer in the Town of Kirkland Lake fails to make payment of the taxes due and owing on the property for which he or she is assessed, he or she shall, after the due dates pay in addition to the amount of taxes, the additional penalty or penalties as follows:

A percentage charge of one and a quarter per centum (1.25%) shall be imposed as a penalty for non-payment, and shall be added to every tax installment or part thereof remaining unpaid on the first day following the last day of payment of each installment and thereafter an additional charge of one and a quarter per centum (1.25%) shall be imposed and shall be added to every such tax installment or part therefore remaining unpaid on the first day of each calendar month in which default continues up to and including December of this year and for each month thereafter until this By-law is repealed.

- 5. **THAT** the Tax Collector is hereby authorized to mail or cause to be mailed the notice of taxes due to the address of the residence or place of business of the person to whom such notice is required to be given or to the Mortgage Company, whichever has been provided by the property owner as the correct address.
- 6. **THAT** taxes shall be paid to the Town of Kirkland Lake, to the Town Treasurer or Tax Collector.
- 7. **THAT** the Treasurer or Tax Collector are authorized to accept part payment from time to time on account of any taxes due and to give receipt from time to time on account of any taxes due and to give receipt for such payment, provided however, that acceptance of any part payment, shall not affect the collection of any percentage charge imposed and collectable in respect of non-payment of any taxes or installment thereof.
- 8. **THAT** this By-Law shall come into force and effect upon its passing.

Pat Kiely, Mayor	
Jennifer Montreuil, Municipal Clerk	



#### **BY-LAW NUMBER 22-042**

## BEING A BY-LAW TO SET THE MUNICIPAL WATER AND WASTEWATER RATES FOR 2022

**WHEREAS** the Municipal Act 2001, S. O. 2001 c. 25, Section 391 provides for a municipality to impose fees or charges for the consumption of Water and discharge of Wastewater;

**AND WHEREAS** Section 290.(1) of the Municipal Act, 2001, as amended, requires that the Municipality shall prepare and adopt a budget including estimates of all sums required during the year for municipal purposes;

**AND WHEREAS** the Municipal Water Budget in the amount of \$2,625,233.00 was adopted by By-Law 22-040 on May 17, 2022, as the Water Budget for the Corporation of the Town of Kirkland Lake for the year 2022;

**AND WHEREAS** the Municipal Wastewater Budget in the amount of \$1,841,905.00 was adopted by By-Law 22-040 on May 17, 2022, as the Wastewater Budget for the Corporation of the Town of Kirkland Lake for the year 2022;

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

- 1. **THAT** the rates provided in Schedule "A" attached hereto are hereby imposed and levied for:
  - a. water supplied to all water users from the waterworks system; and
  - b. discharge of wastewater for all users of the Kirkland Lake and Swastika Sewage Treatment Plants.
- 2. **THAT** the due dates in Schedule "B" attached hereto are hereby determined to be the days on which payments are due.
- 3. **THAT** where payment of water and/or wastewater rates are made after the due date, an interest charge will be assessed on any outstanding balance due at the rate of 1% per month applied on the first day of each month.
- 4. **THAT** By-Law No. 21-048 is hereby repealed.
- 5. **THAT** this By-Law shall come into force and take effect on July 1, 2022.

I	Pat Kiely, Mayor
 Jennifer Montreuil	Municipal Clerk

#### Schedule "A" to By-Law 22-042

#### 2022 Water & Wastewater Rates

	Water	Sewer
The flat rate for water used in private houses and apartments shall be per	· · · · · · · · · · · · · · · · · · ·	
quarter:	2022	2022
First room	53.10	42.48
Each additional room	9.59	7.68
Private toilet	18.11	14.48
Private bathtub or shower	18.11	14.48
except that where a common toilet, bathtub or shower is provided for the use one apartment, each additional apartment including the first shall pay \$17.75 sewer) for the use of the toilet and \$17.75 water (\$14.20 sewer) for the use	5 water (\$14.20	
shower.		
The flat rate for water used in boarding or rooming houses shall be per quar	ter:	
First room	53.10	42.48
Each additional room	9.59	7.68
Private toilet	45.31	36.25
Private bathtub or shower	45.31	36.25
Urinal	22.47	17.98
except that boarding or rooming houses with ten rooms or over shall be on a Standard hotel and beverage rooms, business houses where water is used		
steam baths, bottling works, wash racks, public buildings excluding churche office buildings, shall be on a meter with a minumum charge of \$66.68 (water		
monthly.		
·	Per Quarter	
monthly.  Any business water user may apply for a meter.	Per Quarter 81.17	64.94
monthly. Any business water user may apply for a meter. BUSINESS RATES		
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)	81.17	14.78
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above	81.17 18.48	14.78 17.98
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above	81.17 18.48 22.47 18.48 9.59	14.78 17.98 14.78 7.68
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room Each additional room  Toilet for above	81.17 18.48 22.47 18.48 9.59 18.48	14.78 17.98 14.78 7.68 14.78
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)	81.17 18.48 22.47 18.48 9.59 18.48 45.31	14.78 17.98 14.78 7.68 14.78 36.25
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)  Toilet for above	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48	14.78 17.98 14.78 7.68 14.78 36.25
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)  Toilet for above  Sink for above	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31	14.78 17.98 14.78 7.68 14.78 36.25 14.78
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)  Toilet for above  Sink for above  Barber shops, hairdressers, beauty salons	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50	14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)  Toilet for above  Sink for above  Barber shops, hairdressers, beauty salons  Bakeries and pastry shops	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50 130.50	14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25 104.40
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)  Toilet for above  Sink for above  Barber shops, hairdressers, beauty salons  Bakeries and pastry shops  Hand laundries	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50 130.50 514.11	14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25 104.40 411.29
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)  Toilet for above  Sink for above  Barber shops, hairdressers, beauty salons  Bakeries and pastry shops  Hand laundries  Toilet for above	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50 130.50 514.11 18.48	14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25 104.40 411.29 14.78
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)  Toilet for above  Sink for above  Barber shops, hairdressers, beauty salons  Bakeries and pastry shops  Hand laundries  Toilet for above  Public halls	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50 130.50 514.11 18.48 130.50	14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25 104.40 411.29 14.78
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)  Toilet for above  Sink for above  Barber shops, hairdressers, beauty salons  Bakeries and pastry shops  Hand laundries  Toilet for above  Public halls  Theatres	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50 130.50 514.11 18.48 130.50 130.50	14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25 104.40 411.29 14.78 104.40
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)  Toilet for above  Sink for above  Sink for above  Barber shops, hairdressers, beauty salons  Bakeries and pastry shops  Hand laundries  Toilet for above  Public halls  Theatres  Garages and service stations	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50 130.50 514.11 18.48 130.50 130.50	14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25 104.40 411.29 14.78 104.40 104.40
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing)  Toilet for above  Urinal for above  Office - single room  Each additional room  Toilet for above  Office for doctor of medicine or dentistry (each office)  Toilet for above  Sink for above  Barber shops, hairdressers, beauty salons  Bakeries and pastry shops  Hand laundries  Toilet for above  Public halls  Theatres  Garages and service stations  Restaurants, grills, and lunch counters	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50 130.50 514.11 18.48 130.50 130.50 130.50 130.50	14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25 104.40 411.29 14.78 104.40 104.40 256.22
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing) Toilet for above Urinal for above Office - single room Each additional room Toilet for above Office for doctor of medicine or dentistry (each office) Toilet for above Sink for above Barber shops, hairdressers, beauty salons Bakeries and pastry shops Hand laundries Toilet for above Public halls Theatres Garages and service stations Restaurants, grills, and lunch counters Toilet for above	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50 130.50 514.11 18.48 130.50 130.50 130.50 130.50 130.50	14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25 104.40 104.40 104.40 104.40 256.22 36.25
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing) Toilet for above Urinal for above Office - single room Each additional room Toilet for above Office for doctor of medicine or dentistry (each office) Toilet for above Sink for above Barber shops, hairdressers, beauty salons Bakeries and pastry shops Hand laundries Toilet for above Public halls Theatres Garages and service stations Restaurants, grills, and lunch counters	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50 130.50 514.11 18.48 130.50 130.50 130.50 320.28 45.31 22.47	64.94 14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25 104.40 104.40 411.29 14.78 104.40 104.40 256.22 36.25 17.98
monthly.  Any business water user may apply for a meter.  BUSINESS RATES  Business houses (except where used for manufacturing) Toilet for above Urinal for above Office - single room Each additional room Toilet for above Office for doctor of medicine or dentistry (each office) Toilet for above Sink for above Barber shops, hairdressers, beauty salons Bakeries and pastry shops Hand laundries Toilet for above Public halls Theatres Garages and service stations Restaurants, grills, and lunch counters Toilet for above	81.17 18.48 22.47 18.48 9.59 18.48 45.31 18.48 45.31 130.50 130.50 514.11 18.48 130.50 130.50 130.50 130.50 130.50	14.78 17.98 14.78 7.68 14.78 36.25 14.78 36.25 104.40 104.40 1104.40 104.40 256.22 36.25

	S- For each trailer	107.38	85.90
Interest	1% per month applied on outstanding balances ER CONNECTIONS	Per Month	
SPRINKL		28.64	
	4" Connection 6" Connection	42.95	
	8" Connection	<u> </u>	
	8 Connection	57.26	
HYDRAN	FRENTAL - for each Municipal Hydrant - per day	7.17	
	HYDRANT INSPECTION - for each hydrant per year	372.25	
	F OR ON ORDER- each-		
	(working hours, Mon-Fri 7:00 a.m. to 4:00 p.m.)	114.53	
TURN OF	F OR ON ORDER - each (after hours)	293.49	
	OR UNSEALING - each-	71.59	
	FROZEN WATER SERVICE		
STANDAF	RD CHARGE		
	Thaw orders deemed to be the property owner's responsibility,		
	working hours, Mon-Fri 7:00 a.m. to 4:00 p.m.	658.57	
	After hours, Actual expense, minimum charge \$645.66		
METERE	SERVICE CHARGE		
	ed rates for water used shall be as follows per month:	······	
	FIRST 50,000 gallons- per 1,000 gallons	6.73	5.39
	SECOND- 50,000 gallons- per 1,000 gallons	5.79	4.64
	THIRD 50,000 gallons- per 1,000 gallons	4.22	3.39
	BALANCE- per 1,000 gallons	3.01	2.4
	Minimum Charge: (10,000) gallons	68.01	54.42
	Interest: 1% per month applied on outstanding balances		
	- (OII NA	0.00	
	5/8" Meter at - per month	3.22	
	3/4" Meter at - per month	4.37	
	1" Meter at - per month	5.79	
	1 1/2" Meter at - per month	8.88	
	2" Meter at - per month	11.60	
	3" Meter at - per month	17.04	
	4" Meter at - per month 6" Meter at - per momth	22.40 33.94	
	to merer at - per momin	33.94	
OTHER S	EWER SERVICES		
	1 Unblock residential sewer, working hours		264.40
	Unblock other sewer, working hours (commercial)		393.38
	3 Unblock residential sewer, after hours		477.22
	4 Unblock other sewer, after hours (commercial)		528.82
	5 Video Sewer Inspection, residential		193.47
	6 Video Sewer Inspection, other (commercial)		386.94
Note:	1-6 Rates are Minimum charges, actual labour and material will	be charged	

### Schedule "B" to By-Law 22-042

## 2022 Water and Wastewater Due Dates

Flat Rate/Quarterly		Metered Rate/Monthly		
Billing Period	Due Date	Billing Period	Due Date	
Jul - Sept 2022	July 28, 2022	July 2022	August 30, 2022	
Oct - Dec 2022	October 28, 2022	August 2022	September 29, 2022	
		September 2022	October 28, 2022	
		October 2022	November 29, 2022	
		November 2022	December 29, 2022	
		December 2022	January 30, 2023	



#### **BY-LAW NUMBER 22-043**

# BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS SPECIAL MEETING HELD MAY 5, 2022 AND REGULAR MEETING HELD MAY 17, 2022

**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 these meetings 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 these meetings 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.

Pat Kiely, Mayor
Jennifer Montreuil, Municipal Clerk