

AGENDA Regular Council Meeting

Tuesday, August 16, 2022 4:40 PM Council Chambers/Zoom

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 ⊲σĴċV·⊲P, 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 Tuesday, August 16, 2022 be pproved as circulated.

3. DECLARATION OF PECUNIARY INTEREST

4. PETITIONS AND DELEGATIONS

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

5.1. Regular Council Minutes - July 12, 2022 Public Meeting Minutes - July 26, 2022 Special Council Minutes - August 9, 2022 RECOMMENDATION:

BE IT RESOLVED THAT Council approve the following:

• Minutes of the Regular Meeting of Council held July 12, 2022;

- Minutes of the Public Meeting held July 26, 2022; and
- Minutes of the Special Meeting of Council held August 9, 2022.
- 5.2. Committee of Adjustment Minutes March 29, 2022 Planning Advisory Commitee Minutes - June 24, 2021 Museum Advisory Committee Minutes - June 1, 2022 Police Services Board Minutes - May 11, 2022

RECOMMENDATION:

BE IT RESOLVED THAT Council receive the following:

- Minutes of the Committee of Adjustment Meeting held March 29, 2022;
- Minutes of the Planning Advisory Commitee Meeting held June 24, 2021;
- Minutes of the Museum Advisory Committee Meeting held June 1, 2022; and
- Minutes of the Police Services Board Meeting held May 11, 2022.

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. 2021 Audited Financial Statements Lloyd Crocker, Treasurer 2022-FIN-010 2021 Audited Financial Statements

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-FIN-010 entitled "**2021 Audited Financial Statements**" be received;

AND THAT Council for the Corporation of the Town of Kirkland Lake hereby approves the Consolidated Financial Statements of the Town of Kirkland Lake for the year ended December 31, 2021;

AND THAT Council for the Corporation of the Town of Kirkland Lake hereby approves the Trust Funds Balance Sheet and Statement of Continuity of the Town of Kirkland Lake and its affiliated Boards for the year ended December 31, 2021;

AND FINALLY THAT Council hereby authorizes the Treasurer to distribute the audited financial statements as required by Section 295 (1) of the Municipal Act, 2001.

6.2. Ontario Regulation 284/09 - Public Sector Accounting Board ("PSAB") Reconciliation Lloyd Crocker, Treasurer

2022-FIN-011 O. Reg. 284-09 - PSAB Reconciliation

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-FIN-011 entitled "Ontario Regulation 284/09 - Public Sector Accounting Board ("PSAB") Reconciliation" be received.

6.3. NOHFC Opportunities Bonnie Sackrider, Director of Community Services Shawn LaCarte, Director of Corporate Services <u>2022-CS-012 NOHFC Opportunities</u> RECOMMENDATION: **BE IT RESOLVED THAT** Report Number 2022-CS-012 entitled "**NOHFC Opportunities**" be received;

AND FINALLY THAT Council authorize that funding submissions be made for the following:

- 1. Community Enhancement Program: Rural Enhancement Funding Stream Old pool retrofit; and
- 2. Workforce Development Stream: Finance Clerk Intern and Parks and Recreation Lead Hand Intern.
- 6.4. Request for Parade Permit Santa Claus Parade Jennifer Montreuil, Municipal Clerk 2022-CLK-017 Request for Parade Permit - KLDCC

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-CLK-017 entitled "**Request for Parade Permit – Santa Claus Parade**" be received;

AND THAT Council direct that a Parade Permit be issued to the Kirkland Lake District Chamber of Commerce for Friday, November 18, 2022 and with an alternative date of Friday, November 25, 2022;

AND FINALLY THAT Council hereby waive the \$100.00 permit fee requirement as outlined in By-Law 86-65.

6.5. Proposed Changes to Flag Pole Banner and Announcement Protocols Policy Jennifer Montreuil, Municipal Clerk

2022-CLK-018 Proposed Changes to Flag Pole Banner and Announcement Protocols Policy

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-CLK-018 entitled "**Proposed Changes to Flag Pole Banner and Announcement Protocols Policy**" be received; **AND THAT** Council rescind CORP2020-026 Flag Pole Banner and Announcement Protocols Policy;

AND THAT Council receive Proclamations, Flag Raising Request and Notice of Flag Half Masting Standard Operating Procedure, and CORP 2022-006 Pole Banner Program Policy as presented for information purposes;

AND THAT CORP 2022-007 Pole Banner Program Policy be inserted into the Corporate Policy Manual;

AND THAT Council approve the establishment of the Pole Banner Installation and Removal Fee of \$1,500.00 per placement request as part of the Town's User Fees By-Law;

AND FINALLY THAT Council direct that Schedule "A" to the Town' User Fees By-Law be amended to include the Pole Banner Installation and Removal Fee, and the amendment be brought forward for three readings on September 6, 2022.

6.6. Amendment to Site Plan Control Agreement for 155 Government Road West Jenna McNaughton, Planning Administrator 2022-DEV-034 Site Plan Control Agreement Amendment - 155 Govn't Rd. W.

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-DEV-034 entitled "**Amendment to Site Plan Control Agreement for 155 Government Road West**" be received;

AND THAT Council hereby approve the amendment to the Site Plan Control Agreement for 155 Government Road West;

AND THAT Council authorize the Mayor and Clerk to execute the Site Plan Control Agreement and all appropriate documents;

AND FINALLY THAT the By-Law be given three (3) readings at the August 16, 2022 meeting of Council.

6.7. Request to Purchase 4 and 6 Main Street

Jenna McNaughton, Planning Administrator

2022-DEV-037 Request to Purchase 4 and 6 Main Street

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-DEV-037 entitled "**Request to Purchase 4 and 6 Main Street**" be received;

AND THAT Council approve the sale of 4 & 6 Main Street to Mr. George Hutchison for the amount of \$16,000.00;

AND THAT Council authorize the Mayor and Clerk to execute the Offer to Purchase and all appropriate sale documents as may be required;

AND FINALLY THAT Council authorize the By-Law of the sale of property be given three (3) readings on September 6th, 2022.

6.8. Easement Agreement with Hydro One Networks Inc. – Closed Comfort Street Road Allowance

Jenna McNaughton, Planning Administrator 2022-DEV-036 -Easement Agreement with Hydro One Networks Inc

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-DEV-036 entitled "**Easement Agreement with Hydro One Networks Inc. – Closed Comfort Street Road Allowance**" be received;

AND THAT Council authorize the Mayor and Clerk to execute an easement agreement with Hydro One Networks Inc.;

AND FINALLY THAT Council authorize the By-Law of the execution agreement be given three (3) readings on August 16, 2022.

6.9. Request for Temporary Land Use Agreement – Enbridge Gas Jenna McNaughton, Planning Administrator 2022-DEV-039 - Request for Temporary Land Use Agreement - Enbridge

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-DEV-039 entitled "**Request for Temporary Land Use Agreement – Enbridge Gas**" be received;

AND THAT Council authorize the Mayor and Clerk to execute the Temporary Land Use Agreement with Enbridge Gas;

AND FINALLY THAT Council authorize the By-Law of the execution agreement be given three (3) readings on August 16, 2022.

- 6.10. Request to Purchase Surplus Land East Part Lot 196, M158NB Jenna McNaughton, Planning Administrator <u>2022-DEV-040 Request to Purchase Surplus Land East PT LT 196, M158NB</u> *RECOMMENDATION:* BE IT RESOLVED THAT Report Number 2022-DEV-040 entitled "Request to Purchase Surplus Land East Part Lot 196, M158NB" be received for information.
- 6.11. Tipping Fee Reduction Policy Richard Charbonneau 2022-DEV-041 Tipping Fee Reduction Policy

RECOMMENDATION: BE IT RESOLVED THAT Report Number 2022-DEV-041entitled "Tipping Fee Reduction Policy" be received; AND THAT Council rescind DEV2020-004 Tipping Fee Policy; AND THAT Council approve DEV2022-001 Tipping Fee Reduction Policy; AND FINALLY THAT DEV2022-001 Tipping Fee Reduction Policy be inserted the into the Corporate Policy Manual.

6.12. Update to Traffic Options on Foss Lane Jim Roman, Director of Public Works <u>2022-PW-012 - Update to Traffic Options for Foss Lane</u>

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-PW-012 entitled "**Update to Traffic Options for Foss Lane**" be received;

AND FINALLY THAT Council authorize the installation a "Road Narrows" sign and tab on the northbound lane of Burnside Drive at the Grierson/Foss intersection.

6.13. Emergency Repair to Vacuum Flusher Truck Jim Roman, Director of Public Works <u>2022-PW-014 Emergency Repair to Vacuum Flusher Truck</u>

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-PW-014 entitled "**Emergency Repair** to Vacuum Flusher Truck" be received;

AND THAT Council hereby approve the repair to the Vacuum Flusher Truck utilizing a new rodder pump, at an estimated cost of \$25,618.94 plus HST;

AND FINALLY THAT the funds for such repair be drawn from the Working Capital Reserve.

6.14. Asphalt Paving 2022

Jim Roman, Director of Public Works 2022-PW-015 Asphalt Paving 2022

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-PW-015 entitled **"Asphalt Paving 2022"** be received;

AND THAT Council hereby awards a contract to Miller Paving Ltd. for RFT-587-22, for the Town's 2022 asphalt paving requirements for the tendered amount of \$249,795.50 plus HST;

AND FINALLYTHAT an Execution By-Law authorizing the Mayor and Municipal Clerk to execute the contract between the Town of Kirkland Lake and Miller Paving Ltd. be brought forward for three readings on August 16, 2022.

6.15. Purchase of 2 Backhoes

Jim Roman, Director of Public Works 2022-PW-013 Purchase of 2 New Backhoes

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-PW-013 entitled "**Purchase of 2 New Backhoes**" be received;

AND THAT Council authorize the purchase of 2 new backhoes from Toromont Cat, for the tendered price of \$368,392.00 + HST + trade-in of 2 existing backhoes;
AND THAT the funds required in excess of the approved Capital Budget be drawn from the approved capital airport RATI project, and within two (2) "parts and services" accounts as noted in the 2022 Operating Budget for the Public Works Department.
AND FINALLY THAT and Execution By-Law authorizing the Mayor and Municipal Clerk to sign all bill of sale documents as may be required be brought forward for three readings at the August 16, 2022 meeting.

6.16. Alternate Options for the Implementation and Management of the Municipal Accommodation Tax (MAT)

Wilfred Hass, Director of Economic Development <u>2022-DEV-044 Alternate Options for the Implementation of the Municipal</u> <u>Accomodation Tax (MAT)</u>

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-DEV-044 entitled "Alternate Options for the Implementation and Management of the Municipal Accommodation Tax" be received;

AND THAT Council direct the Chief Administrative Officer to undertake a business case study in preparation for the establishment of a Tourism Development Corporation, the funds for which shall be drawn from the 2022 Economic Development's Operating Budget;

AND FINALLY THAT Council direct the Chief Administrative Officer to prepare a draft Terms of Reference for an economic development and tourism strategy for presentation at the next term of Council.

7. CONSIDERATIONS OF NOTICES OF MOTIONS

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

8.1. By-Law 22-058

By-Law 22-058 Being a By-Law to Establish User Fees in TKL (Repeals 21-110)

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 22-058, Being a By-Law to Establish User Fees in the Town of Kirkland Lake

8.2. By-Law 22-059

By-Law 22-059 Being a By-Law to Establish a Schedule of Salaries

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 22-059, Being a By-Law to Establish a Schedule of Salaries

8.3. By-Law 22-060

By-Law 22-060 Being a By-Law Respecting Construction, Demolition, Plumbing, Change of Use Permits and Inspections

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 22-060, Being a By-Law Respecting Construction, Demolition, Plumbing, Change of Use Permits and Inspections

8.4. By-Law 22-061

By-Law 22-061 Being a By-Law Amending Parking By-Law 15-017 to include Construction Bin Regulations

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 22-061, Being a By-Law Amending Parking By-Law 15-017 for the Regulation of Construction Bins

8.5. By-Law 22-062

By-Law 22-062 Being a By-Law to Regulate the Depositing of Snow or Ice on Municipal Owned or Operated Property within TKL

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 22-062, Being a By-Law to Regulate the Depositing of Snow or Ice on Municipal Owned or Operated Property within the Town of Kirkland Lake

8.6. By-Law 22-063

By-Law 22-063 Being a By-Law Authorizing the Execution of a SPCA for 155 Government Rd. W.

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 22-063, Being a By-Law authorizing the Mayor and Clerk to execute a Site Plan Control Agreement for 155 Government Road West.

8.7. By-Law 22-064

By-Law 22-064 Being a By-Law Authorizing the Mayor and Clerk to Execute 2 Access Agreements with Hydro One

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 22-064, Being a By-Law authorizing the Mayor and Clerk to execute two (2) Access Agreements with Hydro One

8.8. By-Law 22-065

By-Law 22-065 Being a By-Law Authorizing the Mayor and Clerk to Execute an Easement with Hydro One - Comfort

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 22-065, Being a By-Law Authorizing the Mayor and Clerk to Execute an Easement with Hydro & to Close Portion of the Road Allowance on Comfort Street

8.9. By-Law 22-066

By-Law 22-066 Being a By-Law Authorizing the Execution of Temporary Land Use Agreements with Enbridge Gas

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 22-066, Being a By-Law to Authorize the Mayor and Municipal Clerk to Execute Temporary Land Use Agreements with Enbridge Gas Inc.

8.10. By-Law 22-067

By-Law 22-067 Being a By-Law Authorizing the Execution of Sale Documents for E PT LT 196, RPLAN M158NB

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 22-067, Being a By-Law to Authorize the Mayor and Municipal Clerk to Execute Documents Related to the Sale of EAST PART LOT 196, REGISTERED PLAN M158NB to Mark Geddes

8.11. By-Law 22-068

By-Law 22-068 Being a By-Law Authorizing the Execution of an Agreement with Miller Paving Ltd for Asphalt Paving 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 22-068, Being a By-Law to Authorize the Mayor and Municipal Clerk to Execute an Agreement with Miller Paving Limitd for Asphalt Paving Services

8.12. By-Law 22-069

By-Law 22-069 Being a By-Law Authorizing the Execution of Bill of Sale Documents for the Purchase of 2 Backhoes

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 22-069, Being a By-Law to authorizing the Mayor and Municipal Clerk to Sign Bil of Sale Documents for the Purchase of Two (2) New Backhoes

9. QUESTIONS FROM COUNCIL TO STAFF

10. NOTICE(S) OF MOTION

- 10.1. Councillor Wight Draven Alert System
- 10.2. Councillor Wight Ontario Firefighter Certification

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

RECOMMENDATION:

BE IT RESOLVED THAT Council adjourn in-camera pursuant to Section 239(2) of the Municipal Act, 2001 as amended at _____ p.m. for the following reasons:

• Items 13.1, 13.2, 13.3, 13.4, 13.5 all being proposed or pending acquisitions or dispositions of land by the municipality or local boards.

14. MATTERS FROM CLOSED SESSION

15. CONFIRMATION BY-LAW

15.1. By-Law 22-070

By-Law 22-070 Confirming Proceedings - August 16, 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 Number 22-070, being a by-law to confirm the proceedings of Council at its meeting held August 16, 2022.

16. ADJOURNMENT

RECOMMENDATION:

BE IT RESOLVED THAT this Regular Meeting of Council do now adjourn at _____ p.m.



MINUTES Regular Council Meeting

Tuesday, July 12, 2022 4:40 PM Council Chambers/Zoom

The Regular Council of the Town of Kirkland Lake was called to order on Tuesday, July 12, 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

Absent:

- Staff: Director of Community Services Bonnie Sackrider, Executive Director Tanya Schumacher, Director of Economic Development Wilfred Hass, Chief Building Official Luke Williams, Municipal Clerk Jennifer Montreuil, Chief Administrative Officer Alan Smith, Executive Assistant Kiara Roy, Treasurer Lloyd Crocker, and Director of Corporate Services Shawn LaCarte
- Guest: Jordan Gonda, Senior Asset Management Consultant, PSD City Wide Inc.

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 Patrick Adams Seconded by: Councillor Eugene Ivanov

BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on July 12, 2022 be approved as amended as follows:

- 1. remove Item 6.2 2021/2022 Winter Operations Report & Updated Winter Maintenance Manual;
- 2. replace the Attachment in Item 6.6 User Fees By-Law Update; and
- 3. add Item 8.2 By-Law #22-055, being a by-law to regulate swimming pools.

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

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

Moved by: Councillor Stacy Wight Seconded by: Councillor Rick Owen

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

• Minutes of the Regular Meeting of Council held June 21, 2022.

CARRIED

Moved by: Councillor Lad Shaba Seconded by: Councillor Eugene Ivanov

BE IT RESOLVED THAT Council received the minutes of the following meeting: Minutes of the Kirkland Lake Economic Development Committee held May 12, 2022. CARRIED

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. Verbal Report - 2022 AMCTO Conference Update Alan Smith, Chief Administrative Officer

Moved by: Councillor Casey Owens Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Verbal Report entitled "2022 AMCTO Conference Update" be received for information.

CARRIED

6.2. 2021-2022 Winter Operations Report & Updated Winter Maintenance Manual

Removed from Agenda

6.3. Roadway Snow Depositing By-Law Update Jim Roman, Director of Public Works

Councillor Wight called a Point of Order and requested the recommendation be read.

Moved by: Councillor Patrick Adams Seconded by: Councillor Casey Owens **BE IT RESOLVED THAT** Report Number 2022-PW-009 entitled "**Roadway Snow Depositing By-Law Update**" be received;

AND FINALLY THAT Council hereby approve the updates to the Roadway Snow Depositing By-Law and direct that the proposed by-law as presented be brought forward for three (3) readings at the August 16, 2022 meeting.

CARRIED

6.4. Building By-Law Updates

Luke Williams, Chief Building Official

Moved by: Councillor Rick Owen Seconded by: Councillor Patrick Adams

BE IT RESOLVED THAT Report Number 2022-DEV-032 entitled "**Building By-Law Updates**" be received;

AND FINALLY THAT Council hereby approve the updates to the Building By-Law and direct that the proposed By-Law as presented be brought forward for three (3) readings at the August 16, 2022 meeting.

CARRIED

6.5. Parking By-Law Update

Luke Williams, Chief Building Official

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

BE IT RESOLVED THAT Report Number 2022-DEV-031 entitled "**Parking By-Law Updates**" be received;

AND FINALLY THAT Council hereby approve the updates to the Parking By-Law and direct that the proposed By-Law as presented be brought forward for three (3) readings at the August 16, 2022 meeting.

CARRIED

6.6. User Fees By-Law Update

Jennifer Montreuil, Municipal Clerk

Moved by: Councillor Lad Shaba Seconded by: Councillor Stacy Wight

BE IT RESOLVED THAT Report Number 2022-CLK-016 entitled "**User Fees By-Law Update**" be received;

AND THAT Council authorizes the Municipal Clerk to amend the user fees charged by the various Town Departments (By-Law No. 21-110) as outlined in the Report;

AND THAT a Public Meeting be held on Tuesday, July 26, 2022;

AND FINALLY THAT the By-Law as presented be brought forward for three (3) readings at the August 16, 2022 meeting of Council.

CARRIED

6.7. 2022 Asset Management Plan Update - Phase 2 Lloyd Crocker, Treasurer & Jim Roman, Director of Public Works

Jordan Gonda, Senior Asset Management Consultant, PSD City Wide Inc. provided Council with a presentation on the Phase 2 Updates of the Town of Kirkland Lake's 2021 Asset Management Plan.

Moved by: Councillor Rick Owen Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT Report Number 2022-CORP-005 entitled "2022 Asset Management Plan Update – Phase 2" be received;

AND THAT Council hereby approve the Town of Kirkland Lake's 2022 Asset Management Plan – Phase 2;

AND FINALLY THAT the updated Plan be posted on the Town's official website.

CARRIED

6.8. Community Grants Program: Request for Funding (Chamber of Commerce, Holy Name of Jesus Parish) Wilfred Hass, Director of Economic Development

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

BE IT RESOLVED THAT Report Number 2022-DEV-033 entitled "**Community Grants Program: Request for Funding (Chamber of Commerce, Holy Name of Jesus Parish)**" be received;

AND THAT Council approve the request from the Kirkland District Chamber of Commerce for a maximum of \$2,402.85 in funding to offset costs associated with holding the 2022 Santa Claus Parade, to be drawn from the Community Grant program;

AND FINALLY THAT Council approve the request from the Holy Name of Jesus Parish request for a maximum of \$1,000.00 in funding to offset costs associated with holding the 90th Anniversary Celebration, to be drawn from the Community Grant program.

CARRIED

6.9. Chaput Hughes Playground Location Bonnie Sackrider, Director of Community Services

Moved by: Councillor Lad Shaba

Seconded by: Councillor Stacy Wight

BE IT RESOLVED THAT Report Number 2022-CS-010 entitled "**Chaput Hughes Playground Location**" be received;

AND FINALLY THAT Council approve the installation and implementation of a small playground on the municipally owned portion of the Chaput Hughes Parkette as identified within the report.

CARRIED

6.10. Dedication of Kinross Park in Memory of Bill Enouy Update Bonnie Sackrider, Director of Community Services

Moved by: Councillor Casey Owens Seconded by: Councillor Patrick Adams

BE IT RESOLVED THAT Report Number 2022-CS-011 entitled "**Dedication** of Kinross Park in Memory of Bill Enouy Update" be received;

AND FINALLY THAT Council agree to fund the plaque from the fundraised dollars in the Kinross Park Maintenance Reserve Fund in Memory of Bill Enouy.

CARRIED

7. CONSIDERATIONS OF NOTICES OF MOTIONS

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

Moved by: Councillor Rick Owen 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 22-054, being a by-law to amend By-Law 17-005 Community Standards By-Law.

CARRIED

Moved by: Councillor Rick Owen Seconded by: Councillor Patrick Adams

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 22-055, being a by-law to regulate swimming pools.

CARRIED

9. QUESTIONS FROM COUNCIL TO STAFF

10. NOTICE(S) OF MOTION

11. COUNCILLOR'S REPORTS

11.1. Updates from Members of Council

Moved by: Councillor Rick Owen Seconded by: Councillor Stacy Wight

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

CARRIED

12. ADDITIONAL INFORMATION

Council took recess at 6:02 p.m. and resumed the meeting at 6:11 p.m.

13. CLOSED SESSION

Moved by: Councillor Stacy Wight Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT Council adjourn in-camera pursuant to Section 239(2) of the Municipal Act, 2001 as amended at 6:11 p.m. for the following reasons:

- Item 13.1 being personal matters about an identifiable individual, including municipal or local board employees; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board;
- Item 13.2 being a proposed pending acquisition or disposition of land by the municipality or local board; and
- Item 13.3 being a proposed pending acquisition or disposition of land by the municipality or local board.

CARRIED

Moved by: Councillor Casey Owens Seconded by: Councillor Patrick Adams

BE IT RESOLVED THAT Council reconvene in open session at 6:31 p.m.

CARRIED

14. MATTERS FROM CLOSED SESSION

14.1 Naming of Loose Parts Playground Request

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

BE IT RESOLVED THAT Report Number 2022-CAO-003 entitled "" be received;

AND FINALLY THAT Council approve the naming of the proposed play space the "Reece Fillion Loose Parts Playground".

CARRIED

14.2 Request to Purchase Land on Maddin Ave./Boisvert St. Swastika (Geddes)

Moved by: Councillor Lad Shaba Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Report Number 2022-DEV-029 entitled "**Request to Purchase Land on Maddin Avenue/Boisvert Street, Swastika**" be received;

AND THAT Council of the Town of Kirkland Lake declares the following land surplus and no longer required by the Town: M158NB E PT LOT 196 PCL 1847T;

AND THAT Council approve the sale of land for East Part Lot 196, M158NB to Mark Geddes in the amount of \$1,540.00;

AND THAT Council authorize the Mayor and Municipal Clerk to execute the Offer to Purchase and all appropriate sale documents as may be required;

AND FINALLY THAT Council authorize the By-Law of the sale of the property be given three readings on August 16, 2022.

CARRIED

15. CONFIRMATION BY-LAW

15.1. By-Law # 22-056

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

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 22-056, being a by-law to confirm the proceedings of Council at its meeting held on July 12, 2022.

CARRIED

16. ADJOURNMENT

Moved by: Councillor Rick Owen Seconded by: Councillor Stacy Wight **BE IT RESOLVED THAT** this Regular Meeting of Council do now adjourn at 6:33 p.m.

CARRIED

Pat Kiely,	Mayor
------------	-------

APPROVED BY COUNCIL ON



MINUTES Public Meeting – User Fees

Tuesday, July 26, 2022 4:40 PM Council Chambers/Zoom

The Public Meeting of the Town of Kirkland Lake was called to order on Tuesday, July 26, 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: Executive Director Tanya Schumacher, Director of Corporate Services Shawn LaCarte, Chief Administrative Officer Alan Smith, Director of Public Works Jim Roman, Director of Economic Development Wilfred Hass, and Municipal Clerk Jennifer Montreuil

1. CALL TO ORDER AND MOMENT OF SILENCE

Mayor Kiely called the meeting to order.

2. DECLARATION OF PECUNIARY INTEREST

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

3. SUMMARY OF REPORTS

3.1 User Fees By-Law Update Jennifer Montreuil, Municipal Clerk

The Municipal Clerk provided a summary of the Report.

Minute - Public Meeting – User Fees June 26, 2022

4. CONFIRMATION OF NOTICE

The Mayor requested how notice was given.

The Municipal Clerk noted that notice of the public meeting was given in accordance with the Town of Kirkland Lake's Notice By-Law 22-047 by publishing said Notice on the Town's website 14 days in advance as of July 12, 2022. Supplemental notice was coordinated within the June 24, 2022 edition of the Municipal Update, through the Town's various social media streams and within local radio broadcasts.

5. CORRESPONDENCE RECEIVED

The Mayor requested if any correspondence was received .

The Municipal Clerk noted no correspondence was received.

6. QUESTIONS FROM REGISTERED MEMBERS OF THE PUBLIC

The Mayor requested if anyone had registered to provide comments in person or electronically.

The Municipal Clerk noted that no registrations were received.

7. CONSIDERATION OF PROPOSED BY-LAW

Direction: The draft By-Law and the Schedule A as presented to Council on July 12, 2022 be brought forward for three (3) readings at the August 16, 2022 meeting of Council.

The Mayor noted that this was the recommendation moving forward.

Minute - Public Meeting – User Fees June 26, 2022

8. ADJOURNMENT

The meeting concluded at 4:44 p.m.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

APPROVED BY COUNCIL ON



MINUTES Special Council Meeting

Tuesday, August 9, 2022 4:40 PM Council Chambers/Zoom

The Regular Council of the Town of Kirkland Lake was called to order on Tuesday, August 9, 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 Corporate Services Shawn LaCarte, Chief Administrative Officer Alan Smith, Director of Public Works Jim Roman, Director of Economic Development Wilfred Hass, Human Resources Supervisor Stephanie Dell, Municipal Clerk Jennifer Montreuil
- Guest: Jane Mizanski, Senior Consultant with Gallagher Benefits Services (Canada) Group Inc

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 Eugene Ivanov Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT the Agenda for the Special Meeting of Council held on Tuesday, August 9, 2022 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
- 5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS
- 6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

7. CONSIDERATIONS OF NOTICES OF MOTIONS

Page 22 of 289

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

Moved by: Councillor Stacy Wight Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT Council adjourn in-camera pursuant to Section 239(2) of the *Municipal Act*, 2001 as amended at 4:42 p.m. for the following reasons:

Item 13.1, being labour relations or employee negotiations; and personal matters about an identifiable individual, including municipal or local board employees.

CARRIED

Councillor Owens was placed in the waiting room at 4:42 p.m. as he was unable to secure a confidential space to participate in-camera.

Councillor Owens was re-admitted to the meeting at 5:36 p.m.

14. MATTERS FROM CLOSED SESSION

Moved by Councillor Rick Owen Seconded by Councillor Lad Shaba

BE IT RESOLVED THAT Council resume in open session at 5:38 p.m.

CARRIED

Mayor Kiely requested those present to declare any pecuniary interests with matters being brought forward into open session from the closed session.

Councillor Rick Owen declared a conflict with Item 14.1 Compensation and Pay Equity Review as "my son Brian is the Acting Water Foreman, and until December 31, 2021 my wife Charlene was the Water Billing Clerk".

Councillor Owen was placed in the waiting room at 5:39 p.m.

Jane Mizanski, Senior Consultant with Gallagher Benefits Services (Canada) Group Inc. provided a presentation on the Compensation Review Final Report to Council.

Council paused between 5:59 p.m and resumed at 6:02 p.m. to allow Councillor Owens to reconnect to the meeting.

Moved by: Councillor Stacy Wight Seconded by: Councillor Eugene Ivanov

BE IT RESOLVED THAT Report Number 2022-CAO-004 entitled "Compensation and Pay Equity Review" be received;

AND THAT Council approve the proposed 2022 adjusted salary grid for implementation retroactive to January 1, 2022, for Non-Union and Library employees; **AND THAT** a by-law establishing a Schedule of Salaries for non-union employees be brought forward for three readings on August 16, 2022;

AND THAT the costs for implementing the proposed 2022 adjusted salary grid be drawn from the Working Capital Reserve;

AND THAT Council direct the Chief Administrative Officer to adjust the Town of Kirkland Lake's Pay Policy to target pay at or above the 50th percentile/median of the market;

AND THAT amendments to the Town of Kirkland Lake's Pay Policy be brought forward at a future meeting for Council's consideration;

AND FINALLY THAT Council direct the Chief Administration Officer to present the pay equity analyses for each of Canadian Union of Public Employees 26, Canadian Union of Public Employees 1074, and Ontario Nurses Association following review and agreement with each of the respective bargaining agents.

CARRIED

Councillor Owen was re-admitted to the meeting at 6:03 p.m.

15. CONFIRMATION BY-LAW

15.1. By-Law 22-057

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

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 22-057, being a by-law to confirm the proceedings of Council at its special meeting held August 9, 2022.

CARRIED

16. ADJOURNMENT

Moved by: Councillor Rick Owen Seconded by: Councillor Stacy Wight

BE IT RESOLVED THAT this Special Meeting of Council do now adjourn at 6:04 p.m. CARRIED

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

APPROVED BY COUNCIL ON



MINUTES

Corporation of the Town of Kirkland Lake Committee of Adjustment Electronically via Zoom March 29, 2022 3:30 p.m.

Attendance

Members: Lorrie Irvine Ted Assad Ed Duchene Ray Mallette Rick Owen, Councillor Lad Shaba, Councillor Staff: Jenna McNaughton, Planning Administrator Regrets: Casey Owens, Councillor

1. Call to Order

Chair Ted Assad called the meeting to order.

2. Approval of the Agenda

Moved by: Ed Duchene Seconded by: Lorrie Irvine

BE IT RESOLVED THAT the Agenda, as presented to the Committee of Adjustment on March 29, 2022 be adopted.

CARRIED

3. Declaration of Pecuniary Interest

None noted.

4. Acceptance of Minutes

Moved by: Lad Shaba Seconded by: Lorrie Irvine **BE IT RESOLVED THAT** the minutes reflecting the Committee of Adjustment meeting on February 23, 2021 be adopted.

CARRIED

5. Applications for Consent to Sever

B01-2022 - MC L6810 & L6811

Moved by: Ed Duchene

Seconded by: Ray Mallette

BE IT RESOLVED THAT the consent to sever application B01-2022, to sever lands from Mining Claim L6811 to create one new lot at Mining Claim L6810, be approved.

CARRIED

B02-2022 - MC L6896 & L3190

Moved by: Lorrie Irvine

Seconded by: Lad Shaba

BE IT RESOLVED THAT the consent to sever application B02-2022, to sever lands from Mining Claim L6896 to create one new lot at Mining Claim L3190, be approved.

CARRIED

6. Applications for Minor Variance

None noted.

7. Additional Information

7.1 Use of Corporate Resources for Election Purposes

8. <u>Adjournment</u>

Moved by: Ray Mallette Seconded by: Ed Duchene

BE IT RESOLVED THAT the meeting be adjourned.

Committee of Adjustment March 29, 2022

Ted Assad, Chair

Jenna McNaughton, Recording Secretary



MINUTES

Corporation of the Town of Kirkland Lake Planning Advisory Committee Virtual June 24, 2021 3:30 p.m.

Attendance

Members:	Ed Duchene
	Ken Dolmage
	Ray Mallette
	Rick Owen, Councillor
Secretary:	Jenna McNaughton, Planning Administrator
Regrets:	Glen French Jr.
	Stacy Wight, Councillor

1. Call to Order

Chair called the meeting to order at 3:33pm.

2. Approval of the Agenda

Moved by: Rick Owen Seconded by: Ed Duchene

BE IT RESOLVED THAT the agenda, as presented to the Planning Advisory Committee on June 24, 2021 be approved, as circulated to all members.

CARRIED

3. Declaration of Pecuniary Interest

None noted

4. Acceptance of Minutes and Recommendations

Moved by: Ken Dolmage Seconded by: Rick Owen **BE IT RESOLVED THAT** the minutes reflecting the Planning Advisory Committee meeting held on April 8th, 2021 be approved.

CARRIED

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

5.1 Zoning By-law & OP Amendment – 40/42 Second StreetMoved by: Ray MalletteSeconded by: Ken Dolmage

BE IT RESOLVED THAT the Planning Advisory Committee recommend to Council that the proposed Zoning By-law Amendment Number 1 and the proposed Official Plan Amendment Number 2, for 40/42 Second Street, to rezone the lands from "Town Centre Commercial (C1)" to "Residential High Density Special (R3-01)" and to redesignate the lands from *Commercial* to *Residential,* including the reduction to parking and a reduction the minimum floor area for a one-bedroom dwelling unit, as presented at the PAC meeting on June 24th, 2021 be approved.

5.2 Site Plan Control Agreement – 40/42 Second StreetMoved by: Ed DucheneSeconded by: Ken Dolmage

BE IT RESOLVED THAT the Planning Advisory Committee recommend to Council that the amendment to the Site Plan Control Agreement for 40/42 Second Street be approved, with a recommendation to the applicant to reverse the parking lot, by locating the accessible space closer to the building.

6. Additional Information

None noted.

Planning Advisory Committee June 24, 2021

7. Adjournment

Moved by: Rick Owen Seconded by: Ed Duchene

BE IT RESOLVED THAT the meeting is now hereby adjourned.

The meeting adjourned at: 4:05pm

Ken Dolmage, Chair

Jenna McNaughton, Secretary



Corporation of the Town of Kirkland Lake Museum Advisory Committee Electronically via Zoom June 1, 2022 4:45pm

<u>Attendance</u>

THE

RIGHT ENVIR

Chair:	Ann Black
Members:	Meghan Howe
	Ann Black, Auxiliary Representative
	Stacy Wight, Councillor
Staff:	Kelly Gallagher, Municipal Curator
	Bonnie Sackrider, Director of Community Services
Secretary:	Kaitlyn McKay, Museum Supervisor

KKE

1. Call to Order

Chair Ann Black called the meeting to order at 4:52pm.

2. Approval of the Agenda

Moved by: Meghan Howe Seconded by: Stacy Wight

BE IT RESOLVED THAT the Agenda for the Museum Advisory Committee held on *June 1*, 2022 beginning at *4:52pm* be approved as circulated to all Committee Members.

CARRIED

3. Declaration of Pecuniary Interest

None noted.

4. Acceptance of Minutes and Recommendations

4.1 Minutes of the MAC meeting held February 22nd

Moved by: Stacy Wight Seconded by: Meghan Howe

BE IT RESOLVED THAT the Museum Advisory Committee accept the minutes of the Museum Advisory Committee meeting held February 22nd, 2022.

CARRIED

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

5.1 February 2022 & March 20222 Statistics

Museum Advisory Committee February 16th, 2022

> Moved by: Meghan Howe Seconded by: Stacy Wight

BE IT RESOLVED THAT the February 2022 & March 2022 Attendance Statistics Report be received.

CARRIED

5.2 Service Delivery Alternatives

Moved by: Meghan Howe Seconded by: Stacy Wight

BE IT RESOLVED THAT Report Number 2022-MAC-004 entitled "Service Delivery Alternatives" be received.

CARRIED

5.3 Strategic Plan Work Plan

Moved by: Stacy Wight Seconded by: Meghan Howe

BE IT RESOLVED THAT Report Number 2022-MAC-005 entitled "Museum Strategic Plan – Work Plan" be received and discussion carried.

CARRIED

5.4 Strategic Plan Updates 2023-2026

Moved by: Stacy Wight Seconded by: Meghan Howe

BE IT RESOLVED THAT Report Number 2022-MAC-006 entitled "Reopening Fund for Heritage Organizations" be received.

CARRIED

5.5 Summer Student Funding

Moved by: Meghan Howe Seconded by: Stacy Wight

BE IT RESOLVED THAT the Summer Student Funding Report be received.

CARRIED

5.6 Gift Shop Report

Moved by: Stacy Wight Seconded by: Meghan Howe

BE IT RESOLVED THAT the Gift Shop Report be received.

CARRIED

5.7 Revised 2022 Meeting Schedule

Moved by: Meghan Howe Seconded by: Stacy Wight

BE IT RESOLVED THAT the Gift Shop Report be received.

CARRIED

6. <u>Reports</u>

6.1 Auxiliary Report – Representative Ann Black

Moved by: Stacy Wight Seconded by: Meghan Howe

BE IT RESOLVED THAT the Auxiliary Report for Spring 2022 2022 be received.

CARRIED

6.2 Curator's Report – Municipal Curator Kelly Gallagher

Moved by: Meghan Howe Seconded by: Stacy Wight

BE IT RESOLVED THAT the Curator's Report for May 2022 be received.

CARRIED

7. Additional Information

8. Date of Next Meeting

8.1 Wednesday, June 22, 2022 – Chair Meghan Howe

Museum Advisory Committee February 16th, 2022

9. Adjournment

Moved by: Meghan Howe Seconded by: Stacy Wight

BE IT RESOLVED THAT Members adjourn the June 1, 2022 Museum Advisory Committee Meeting at 5:44pm.

CARRIED

Stacy Wight, Chair

Kaitlyn McKay, Secretary

MINUTES

Corporation of the Town of Kirkland Lake Police Services Board Meeting Chambers / Zoom Thursday, May 11, 2022 4:30 p.m.

Attendance

- Vice Chair: Rick Owen, Councillor Town of Kirkland Lake
- Members: Emile Boulley Meghan Howe, Provincial Representative Ted Assad, Provincial Representative
- OPP: Ryan Dougan, Staff Sargent/Detachment Commander James Marcotte, Sargent
- Regrets: Pat Kiely, Mayor Town of Kirkland Lake
- Secretary: Jennifer Montreuil, Municipal Clerk Town of Kirkland Lake

1. Call to Order

The Secretary called the meeting to order at 4:30 p.m.

2. Approval of the Agenda

Moved by: Meghan Howe Seconded by: Ted Assad

BE IT RESOLVED that the Agenda for the Police Services Board Meeting held May 11, 2022 be approved as amended to include item 6.5 Revised 2022 Council & Committee Meeting Calendar.

CARRIED

3. Appointment of Vice Chair

The Secretary explained the process in electing a Vice-Chair on the Board.

Councillor Rick Owen put forth his nomination for the remainder of the Term of the Board.

Moved by: Emile Boulley Seconded by: Ted Assad

BE IT RESOLVED that the Police Services Board hereby appoint the following member as Vice Chair for the remainder of the current Term of the Board:

Rick Owen, Councillor - Town of Kirkland Lake

CARRIED

Vice-Chair Owen took the Chair at 4:32 p.m.
Police Services Board Meeting May 11, 2022

4. Declaration of Pecuniary Interest

None noted.

5. Acceptance of Minutes and Recommendations

5.1 Minutes of the Special Police Services Board Meeting held March 24, 2022

Moved by: Meghan Howe Seconded by: Emile Boulley

BE IT RESOLVED that the minutes from the Special Police Services Board Meeting held March 24, 2022 be approved as circulated.

CARRIED

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

6.1 2022 Q1 Reports

Members received a summary of the Q1 reports, being Calls for Service, Clearance Rates, Collision Data, the award of the Community Safety and Policing Grant, the OPP- KL Detachment's human resources status, a retirement notice and staff kudos.

Moved by: Ted Assad Seconded by: Meghan Howe

BE IT RESOLVED that Police Services Board receive the 2022 Q1 statistical reports from the Ontario Provincial Police – Kirkland Lake Detachment as circulated.

CARRIED

6.2 Taxi Rates - Council Update

Members received an update from the Municipal Clerk surrounding the formal changes made to Taxi Rates as per the Police Services Board's recommendation to Council made on March 24, 2022.

Members also received an update on the ongoing discussions with the local taxi service companies regarding a proposed rate change for seniors as recommended in the Town of Kirkland Lake's Age Friendly Community Plan.

Moved by: Emile Boulley Seconded by: Meghan Howe

BE IT RESOLVED that Police Services Board receive the update on the changes made to the Taxi Rates in the Town of Kirkland Lake for information purposes.

CARRIED

6.3 2022-23 & 2024-25 CSP Grant - Local Priorities Funding Stream

Police Services Board Meeting May 11, 2022

Members received information surrounding the Police Services Board's successful award of the Community Safety and Policing Grant that was submitted by the Ontario Provincial Police.

Moved by: Ted Assad Seconded by: Meghan Howe

BE IT RESOLVED THAT the information surrounding the 2022-23 & 2024-25 CSP Grant – Local Priorities Funding Stream be received as circulated;

AND FINALLY THAT the Police Services Board hereby authorize the Chair as the signing authority for any future fully-funded grant agreement(s) and/or supplemental reporting(s) stemming from said agreement(s) for the remainder of the current Term of the Board.

CARRIED

6.4 Correspondence from Resident – Dangers on Foss Lane

Members discussed the letter of concern.

Moved by: Meghan Howe Seconded by: Emile Boulley

BE IT RESOLVED THAT the letter of concern from resident Don Daoust surrounding dangers on Foss Lane received by the Town of Kirkland Lake on May 5, 2022 be received;

AND FINALLY THAT the Police Services Board recommends that Council investigate the roadway standard/design at Foss Lane for health and safety reasons.

CARRIED

6.5 Revised 2022 Council & Committee Meeting Calendar.

Members received information from the Municipal Clerk surrounding the revisions to the Police Services Board meetings for the remainder of the Term of Council.

Moved by: Ted Assad Seconded by: Emile Boulley

BE IT RESOLVED that decision of the Town of Kirkland Lake Council to revise its 2022 Corporate Meeting Calendar be received for information.

CARRIED

Police Services Board Meeting May 11, 2022

7. Additional Information

8. Adjournment

Moved by: Meghan Howe Seconded by: Emile Boulley

BE IT RESOLVED that the Police Services Board Meeting be adjourned at 5:10 p.m.

CARRIED

Rick Owen, Vice Chair

Jennifer Montreuil, Secretary

APPROVED BY KLPSB AUGUST 10, 2022



REPORT TO COUNCIL		
Meeting Date: 16/08/2022	Report Number: 2022-FIN-010	
Presented by: Lloyd Crocker	Department: Corporate Services	

REPORT TITLE

2021 Audited Financial Statements

Recommendation(s)

BE IT RESOLVED THAT Report Number 2022-FIN-010 entitled "2021 Audited Financial Statements" be received;

AND THAT Council for the Corporation of the Town of Kirkland Lake hereby approves the Consolidated Financial Statements of the Town of Kirkland Lake for the year ended December 31, 2021;

AND THAT Council for the Corporation of the Town of Kirkland Lake hereby approves the Trust Funds Balance Sheet and Statement of Continuity of the Town of Kirkland Lake and its affiliated Boards for the year ended December 31, 2021;

AND FINALLY THAT Council hereby authorizes the Treasurer to distribute the audited financial statements as required by Section 295 (1) of the *Municipal Act, 2001*.

INTRODUCTION

The consolidated financial statements of the Town are prepared by management in accordance with Canadian Public Sector Accounting Standards. These statements reflect the assets, liabilities, revenues and expenditures of the Town of Kirkland Lake, which includes activities of all committees of Council, boards and similar entities that are under the control of Council, including the Public Library Board, Museum of Northern History and the Teck Pioneer Residence Committee of Management.

Section 296 (1) of the *Municipal Act, 2001*, requires municipalities to appoint an auditor licensed under the *Public Accounting Act, 2004*, who is responsible for:

- a. Annually auditing the accounts and transactions of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit; and
- b. Performing duties required by the municipality or local board.

The Town's appointed auditor is Baker Tilly SNT LLP. Upon Council approval of the consolidated financial statements, Baker Tilly SNT LLP will express an opinion on the consolidated financial statements.

Similarly, Baker Tilly SNT LLP will express an opinion on the Trust Funds Balance Sheet and Statement of Continuity.

DISCUSSION

Financial statements have been prepared in accordance with Public Sector Accounting Standards. The independent audit completed by Baker Tilly SNT LLP has indicated no concerns related to the financial statements that would impede approval of the consolidated financial statements.

Approval of the consolidated financial statements will allow the Town to remain compliant with legislative requirements.

OTHER ALTERNATIVES CONSIDERED

None noted.

FINANCIAL CONSIDERATIONS

Approval of the audited financial statements will allow the Town to distribute the statements to key stakeholders and to remain compliant with conditions of various grants, government agencies, and borrowing arrangements.

ALIGNMENT TO STRATEGIC PRIORITIES

Publication of the 2021 audited financial statements is consistent with the 'Outstanding Service – Develop Better Communications & Enhanced Openness and Transparency' strategic priority.

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

Approval of the consolidated financial statements will allow the Town to remain compliant with legislative requirements.

CONSULTATIONS

Senior Management Team

Baker Tilly SNT LLP

ATTACHMENTS

- Attachment 1 Draft Consolidated Financial Statements of the Municipal Corporation of the Town of Kirkland Lake for the year ended December 31, 2021.
- Attachment 2 Draft Trust Funds Balance Sheet and Statement of Continuity of the Municipal Corporation of the Town of Kirkland Lake (and its affiliated Boards) for the year ended December 31, 2021.



CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2021 & 2020

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YEARS ENDED DECEMBER 31, 2021 & 2020

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Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of the Municipal Corporation of the Town of Kirkland Lake (the "Municipality") for the year ended December 31, 2021 are the responsibility of the Municipality's management and have been prepared in compliance with legislation, and in accordance with generally accepted accounting principles for local governments established by the Public Sector Accounting Board of Chartered Professional Accountants of Canada. A summary of the significant accounting policies is described in Note 2 to the consolidated financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The Municipality's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the consolidated financial statements. These systems are monitored and evaluated by Management.

Council meets with Management and the external auditors to review the consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the consolidated financial statements.

The consolidated financial statements have been audited by Baker Tilly SNT LLP, independent external auditor appointed by the Municipality. The accompanying Independent Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the Municipality's consolidated financial statements.

Chief Administrative Officer

Treasurer



Grant Thornton LLP 6 Al Wende Avenue PO Box 785 Kirkland Lake, ON P2N 3K4

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INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of the Municipal Corporation of the Town of Kirkland Lake

We have audited the accompanying consolidated financial statements of the Municipal Corporation of the Town of Kirkland Lake, which comprise the consolidated statement of financial position as at December 31, 2021, and the consolidated statements of operations, change in net debt and cash flow for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Municipality as at December 31, 2021 and the results of its operations, change in net debt and cash flow for the year then ended in accordance with Canadian public sector accounting standards.

Independent Auditor's Report to the Members of Council, Inhabitants and Ratepayers of the Municipal Corporation of the Town of Kirkland Lake (continued)

Other Matter

The financial statements of the Municipal Corporation of the Town of Kirkland Lake for the year ended December 31, 2016 were audited by another auditor who expressed an unmodified opinion on those statements on June 20, 2017.

Graat Thornton LLP

Kirkland Lake, Canada July 24, 2018

CHARTERED PROFESSIONAL ACCOUNTANTS Licensed Public Accountants

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31

	2021	2020
FINANCIAL ASSETS		
Cash and cash equivalents (Note 18) Taxes receivable User charges receivable Accounts receivable Asset held for sale	\$ 14,906,175 1,945,133 273,931 3,046,770 -	\$ 12,251,759 2,279,847 384,681 998,975 799,000
TOTAL FINANCIAL ASSETS	\$ 20,172,009	\$ 16,714,262
FINANCIAL LIABILITIES		
Accounts payable and accrued liabilities Deferred revenue (Note 18) (Schedule 3) Accrued interest on long-term debt Landfill closure and post-closure liability (Note 14) Post-employment benefits and compensated absences (Note 7) Long-term debt (Note 8) (Schedule 4)	\$ 3,407,186 3,817,298 64,043 439,855 4,307,295 14,766,130	\$ 3,012,165 3,199,333 72,366 439,855 4,329,317 16,007,230
TOTAL FINANCIAL LIABILITIES	26,801,807	27,060,266
NET DEBT	(6,629,798)	(10,346,004)
NON-FINANCIAL ASSETS		
Tangible capital assets (Schedule 5) Inventory of supplies Prepaid expenses	112,768,727 167,556 39,675	112,756,444 150,168 29,824
TOTAL NON-FINANCIAL ASSETS	112,975,958	112,936,436
ACCUMULATED SURPLUS (Schedule 1)	\$106,346,160	\$102,590,432

COMMITMENTS (Note 11)

CONTINGENCIES (Note 4 and Note 9)



CONSOLIDATED STATEMENT OF OPERATIONS

YEARS ENDED DECEMBER 31

	2021		
	Budget 2020		
	Actual	(see Note 15)	Actual
REVENUES			
Municipal taxation	\$ 10,877,194	\$ 10,763,901	\$ 12,963,132
Taxation from other governments	193,247	211,849	213,800
User charges (Schedule 2)	7,607,370	7,765,168	7,717,802
Government of Canada	1,326,928	4,214,575	436,816
Province of Ontario	0 040 407	0.040.400	0 700 000
Non-specific	6,313,427	6,313,428	6,793,200
Specific Other municipalities	7,547,921	10,842,880 55,631	5,540,581 39,642
Other municipalities Other (Schedule 2)	108,982 1,129,447	1,460,778	1,002,633
	1,129,447	1,400,770	1,002,033
TOTAL REVENUES	35,104,516	41,628,210	34,707,606
EXPENSES			
General government	1,903,457	2,365,915	3,247,122
Protection to persons and property	4,864,701	4,952,822	4,908,511
Transportation services	3,910,120	4,672,163	3,784,085
Environmental services	6,692,072	7,509,443	6,630,785
Health services	1,298,825	1,266,019	1,221,691
Social and family services	8,111,180	7,686,185	7,555,590
Social housing	447,645	447,645	486,241
Recreation and cultural services	3,682,255	4,055,672	5,868,813
Planning and development	438,533	685,387	451,513
TOTAL EXPENSES	31,348,788	33,641,251	34,154,351
ANNUAL SURPLUS	3,755,728	7,986,959	553,255
ACCUMULATED SURPLUS, beginning of year	102,590,432	102,590,432	102,037,177
ACCUMULATED SURPLUS, end of year	\$106,346,160	\$110,577,391	\$102,590,432



4

CONSOLIDATED STATEMENT OF CHANGE IN NET DEBT

YEARS ENDED DECEMBER 31

	2021		
		Budget	2020
	Actual	(see Note 15)	Actual
ANNUAL SURPLUS Acquisition of tangible capital assets Amortization of tangible capital assets Gain on disposal of tangible capital assets Proceeds on sale of tangible capital assets Writedown of tangible capital assets Increase in asset held for sale Decrease (increase) in inventory of supplies	\$ 3,755,728 (4,368,854) 4,356,571 - - - - (17,388)	4,356,571 - - - - - - -	\$ 553,255 (2,064,239) 4,315,920 (46,579) 60,633 2,065,253 799,000 7,551 (20,024)
Increase in prepaid expenses	(9,851)	-	(29,824)
CHANGE IN NET DEBT	3,716,206	(338,412)	5,660,970
NET DEBT, beginning of year	(10,346,004)	(10,346,004)	(16,006,974)
NET DEBT, end of year	\$ (6,629,798)	\$ (10,684,416)	\$(10,346,004)



CONSOLIDATED STATEMENT OF CASH FLOW

YEARS ENDED DECEMBER 31

	2021	2020
OPERATING ACTIVITIES		
ANNUAL SURPLUS ADJUSTMENT FOR NON-CASH ITEMS:	\$ 3,755,728	\$ 553,255
Amortization of tangible capital assets	4,356,571	4,315,920
Tangible capital asset reclassified to asset held for sale	-	799,000
Writedown of tangible capital assets	-	2,065,253
Gain on disposal of tangible capital assets USES:	-	(46,579)
Increase in taxes receivable	-	(458,511)
Increase in accounts receivable	(1,937,045)	(195,121)
Increase in inventory of supplies	(17,388)	-
Increase in prepaid expenses	(9,851)	(29,824)
Increase in asset held for sale	-	(799,000)
Decrease in accounts payable and accrued liabilities	-	(321,531)
Decrease in other liabilities	(8,323)	(4,608)
Decrease in post-employment benefits and compensated absences		(26,799)
	6,117,670	5,851,455
SOURCES:		
Decrease in taxes receivable	334,714	_
Decrease in asset held for sale	799,000	
Decrease in inventory of supplies	-	7,551
Increase in accounts payable and accrued liabilities	395,021	-
Increase in deferred revenue	617,965	725,093
	2,146,700	732,644
CASH PROVIDED BY OPERATING ACTIVITIES	8,264,370	6,584,099
	0,201,010	0,000,000
		(0.004.000)
Acquisition of tangible capital assets	(4,368,854)	(2,064,239)
Proceeds on sale of tangible capital assets	-	60,633
CASH APPLIED TO CAPITAL ACTIVITIES	(4,368,854)	(2,003,606)
FINANCING ACTIVITIES		
New debt issued	-	287,266
Debt principal repayments	(1,241,100)	(1,269,244)
CASH APPLIED TO FINANCING ACTIVITIES	(1,241,100)	(981,978)
NET CHANGE IN CASH AND CASH EQUIVALENTS	2,654,416	3,598,515
CASH AND CASH EQUIVALENTS, beginning of year	12,251,759	8,653,244
CASH AND CASH EQUIVALENTS, end of year	\$ 14,906,175	\$ 12,251,759



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2021 & 2020

1. NATURE OF OPERATIONS

The Municipal Corporation of the Town of Kirkland Lake ("the Municipality") is a single tier municipality with merged areas situated in Northeastern Ontario. It is subject to provincial statutes such as the Municipal Act, Municipal Affairs Act and related legislation.

2. SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of the Municipality are the representations of management and have been prepared in accordance with Canadian public sector accounting standards established by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada ("CPA Canada"). The more significant of the accounting policies are summarized below.

- (a) REPORTING ENTITY
- (i) Consolidated Entities

The consolidated financial statements reflect the assets, liabilities, revenues and expenses of the reporting entity and include the activities of all committees of Council, boards, etc. which are under the control of Council as listed below:

Public Library Board Museum of Northern History Advisory Committee Teck Pioneer Residence Committee of Management

All interfund assets and liabilities, revenues and expenses have been eliminated in these consolidated financial statements.

(ii) Non-consolidated Entities

The following joint local boards are not consolidated:

District of Timiskaming Social Services Administration Board Timiskaming Health Unit

Separate audited financial statements have been prepared for the above boards.

(iii) Investment in Joint Venture

The Municipality accounts for its interest in a joint venture using the proportionate consolidation method. These consolidated financial statements include the Municipality's proportionate share of any assets, liabilities, revenues or expenses of the joint venture.

(iv) Government Business Enterprises ("GBE")

Government Business Enterprises are accounted for by the modified equity method. Under the modified equity method, the Municipality recognizes the original cost of the investment (equal to the purchase cost of the investment) on the Consolidated Statement of Financial Position. The investment is adjusted for the Municipality's proportionate share of the earnings (losses) and any impairments in the value of the investment. The Municipality's share of the GBE's net income (loss) is recognized on the Consolidated Statement of Operations. The following GBE is included in these consolidated financial statements: The Town of Kirkland Lake Solar Inc.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

2. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(v) School Boards

The taxation, other revenues, expenses, assets and liabilities with respect to the operations of the school boards are not reflected in these consolidated financial statements.

(vi) Trust Funds

Trust funds and their related operations administered by the Municipality are not included in these consolidated financial statements, but are reported separately on the Trust Funds Statement of Continuity and the Trust Funds Balance Sheet.

(b) BASIS OF ACCOUNTING

Revenues and expenses are reported on the accrual basis of accounting which recognizes revenues as they are earned and measurable and expenses as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(i) Tax Revenues

The authority to levy and collect property taxes is established under the Municipal Act, 2001, the Assessment Act, the Education Act, and other legislation.

The amount of the total annual property tax levy is determined each year through Council's approval of the annual operating and capital budgets. Municipal tax rates are set annually by Council for each property tax class, in accordance with legislation and Council approved policies, in order to raise the revenues required to meet budget requirements. Education tax rates are established each year by the Province of Ontario in order to fund the costs of education on a Province-wide basis.

Property assessments, on which property taxes are based, are established by the Municipal Property Assessment Corporation ("MPAC"), a not-for-profit corporation funded by all municipalities in Ontario. The current value assessment ("CVA") of a property represents the estimated market value of a property as of a fixed date. Assessed values for all properties within the Municipality are provided to the Municipality by way of returned assessment rolls in December of each year.

The amount of property tax levied on an individual property is the product of the CVA of the property and the rate for the class, together with any adjustments that reflect Council approved mitigation or other tax policy measures.

Taxation revenue is initially recorded at the time assessment information is received from MPAC and is subsequently adjusted based on management's best estimate of the amount of tax revenue resulting from assessment adjustments that have not yet been received from MPAC. Additional property tax revenue can be added throughout the year, related to new properties that become occupied or that become subject to property tax, after the return of the annual assessment roll used for billing purposes. Property taxes for these supplementary/omitted amounts are then billed according to the approved tax rates for the property class. Taxation revenues in any year may also be reduced as a result of reductions in assessment values resulting from assessment and/or tax appeals. Each year, an amount is identified within the annual operating budget to cover the estimated amount of revenue loss attributable to assessment appeals, tax appeals or other deficiencies in tax revenues (eg. uncollectible amounts, write-offs). Properties vesting to the Town are expensed in the year they vest and are not included in inventory.

The Municipality is entitled to collect interest and penalties on overdue taxes. These revenues are recorded in the period the interest and penalties are levied.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

2. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(ii) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and highly liquid investments with original maturity of 90 days or less as at the end of the year.

(iii) Accounts Receivable and User Charges Receivable

Accounts receivable and user charges receivable are reported net of any allowance for doubtful accounts.

(iv) Inventory of Supplies

Inventories held for consumption are recorded at the lower of cost and replacement cost.

(v) Investments

Investments are recorded at cost. Investments consist of authorized investments pursuant to provisions of the Municipal Act.

(vi) Asset Held for Sale

Asset held for sale is recorded at the lower of cost and net realizable value.

(vii) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives beyond the current year and are not intended for sale in the ordinary course of operations.

(viii) Tangible Capital Assets

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of an asset. Tangible capital assets received as contributions are recorded at their fair market value at the date of receipt and are recorded as revenue in the year of contribution. Certain tangible capital assets for which historical cost information is not available have been recorded at current fair market values discounted by a relevant inflation factor. Certain assets are disclosed at a nominal value as the determination of current fair market value was not available.

The costs, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

General capital:

Landno amortizationLand improvements20 yearsBuildings and improvements25 - 50 yearsMachinery and equipment5 - 20 yearsVehicles10 - 20 yearsInfrastructure:Roads, streets & bridges10 - 50 yearsWater and sewer50 years

Assets under construction are not amortized until the asset is put into service.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

2. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Leases are classified as operating or capital leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

Certain assets which have historical or cultural value including works of art, historical documents as well as historical and cultural artifacts are not recognized as tangible capital assets because a reasonable estimate of the future benefits associated with such property cannot be made. Intangibles, Crown lands that have not been purchased by the Municipality, forests, water, and other natural resources are not recognized as tangible capital assets.

(ix) Deferred Revenue

Certain amounts are received pursuant to legislation, regulation, or agreement and may only be used in the conduct of certain programs or in the completion of specific work. In addition, certain user charges and fees are collected for which the related services have yet to be performed. These amounts are recorded as deferred revenue and are recognized as revenue in the year during which the related expenses are incurred or provided eligibility criteria and stipulations have been met.

(x) Reserves and Reserve Funds

Reserves and reserve funds comprise funds set aside for specific purposes by Council. Transfers to and/or from reserves and reserve funds are an adjustment to the respective fund when approved.

(xi) Government Transfers

Government transfers are transfers from senior levels of government that are not the result of an exchange transaction. Government transfers are recognized in the fiscal year during which events giving rise to the transfer occur, provided the transfers are authorized, eligibility criteria and stipulations have been met and reasonable estimates of the amounts can be made.

(xii) Fees and User Charges

Fees and user charges relate mainly to waterworks and wastewater charges, long-term care accommodation fees, fees for use of various programming and fees imposed based on specific activities. Revenue is recognized when the activity is performed or when the services are rendered.

(xiii) Use of Estimates and Measurement Uncertainty

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions on such areas as post-employment benefits and compensated absences, tax revenue collections, landfill post-closure costs, etc. These estimates and assumptions are based on the Municipality's best information and judgment and may differ significantly based on actual results.

(c) POST-EMPLOYMENT BENEFITS AND COMPENSATED ABSENCES

The Municipality provides defined retirement and other future benefits to specified employee groups. These benefits include pension, life insurance and health care benefits, and long-term disability benefits. The Municipality has adopted the following policies with respect to accounting for these employee benefits:

(i) The costs of self insured retirement and other employee future benefit plans are actuarially



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

2. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

determined using management's best estimate of salary escalation, insurance and health care cost trends, disability recovery rates, long-term inflation rates and discount rates.

For self insured retirement and other employee future benefits that vest or accumulate over the periods of service provided by employees, such as life insurance and health care benefits for retirees, the cost is actuarially determined using the projected accrued benefit method prorated on service. Under this method, the benefit costs are recognized over the expected average service life of the employee group. Any actuarial gains and losses related to the past service of employees are amortized over the expected average remaining service to the expected retirement age of the active employees.

For those self insured benefit obligations that arise from specific events that occur from time to time, such as obligations for long-term disability, the cost is recognized immediately in the period the events occur. Any actuarial gains and losses that are related to these benefits are recognized immediately in the period they arise.

(ii) The Municipality's contributions to multi-employer, defined benefit pension plans such as the Ontario Municipal Employees Retirement System pension, are expensed when contributions are due.

(iii) The costs of insured benefits are the Municipality's portion of insurance premiums owed for coverage of employees during the period.

3. TRANSACTIONS ON BEHALF OF SCHOOL BOARDS

During the year, \$1,317,393 of taxation was levied on behalf of school boards (2020 - \$1,381,137).

4. CONTRIBUTIONS TO NON-CONSOLIDATED JOINT LOCAL BOARDS

Further to Note 2(a)(ii), contributions were made by the Municipality to the non-consolidated joint local boards as follows:

202	1 2020	_
District of Timiskaming Social Services Administration Board ("DTSSAB") \$1,599,	850 \$1,596,390	
Timiskaming Health Unit ("THU") 367,		

The Municipality is contingently liable for its share, which is approximately 19% (2020 - 19%) for the DTSSAB and an estimated 26% (2020 - 26%) for the THU, of any accumulated deficits at the end of the year for these boards.

No long-term liabilities have been issued by other municipalities for these boards. The Municipality is also contingently liable for its share of the long-term liabilities issued by other municipalities for these boards.

5. TRUST FUNDS

Trust funds administered by the Municipality amounting to \$1,521,841 (2020 - \$1,631,689) have not been included in the Consolidated Statement of Financial Position nor have their operations been included in the Consolidated Statement of Operations. The trust funds are reported separately on the Town of Kirkland Lake's Trust Funds Statement of Continuity and Trust Funds Balance Sheet.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

6. TEMPORARY BORROWING

The Municipality has available to it a \$4,000,000 revolving demand operating facility to finance working capital requirements which bears interest at the Prime Rate minus 0.85% per annum. The Municipality was not utilizing this credit facility on December 31, 2021 (2020 - \$nil).

7. POST-EMPLOYMENT BENEFITS AND COMPENSATED ABSENCES

(a) RETIREMENT AND OTHER EMPLOYEE FUTURE BENEFITS LIABILITIES

	2021	2020
Accrued employee future benefits liability	\$ 3,946,200	\$ 3,994,900
Vacation credits	357,420	329,092
Sick leave benefits	3,675	5,325
Post-employment benefits and compensated absences liability	\$ 4,307,295	\$ 4,329,317

(b) RETIREMENT AND OTHER EMPLOYEE FUTURE BENEFITS EXPENSES

	2021	2020
Current year benefit cost	\$ 168,500	\$ 163,900
Interest cost	97,000	96,300
Plan amendments incurred in year	205,000	-
Amortization of actuarial gains	(260,900)	(55,900)
Employee future benefits expenses ¹	\$ 209,600	\$ 204,300

¹ Excluding pension contributions to the Ontario Municipal Employees Retirement System ("OMERS"), a multi-employer pension plan, described below.

(c) CONTINUITY OF ACCRUED EMPLOYEE FUTURE BENEFITS LIABILITY

	2021	2020
BALANCE, beginning of year	\$3,994,900	\$4,013,600
Benefit expense for year	209,600	204,300
Actual benefit payments	(258,300)	(223,000)
BALANCE, end of year	\$3,946,200	\$3,994,900



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

7. POST-EMPLOYMENT BENEFITS AND COMPENSATED ABSENCES (CONT'D)

(d) RETIREMENT BENEFITS

(i) Ontario Municipal Employees Retirement System

The Municipality makes contributions to the Ontario Municipal Employees Retirement Fund ("OMERS"), which is a multi-employer plan, on behalf of certain members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Each year an independent actuary determines the funding status of OMERS Primary Pension Plan ("the Plan") by comparing the actuarial value of invested assets to the estimated present value of all pension benefits that members have earned to date. The most recent actuarial valuation of the Plan was conducted at December 31, 2021. The results of this valuation disclosed total going concern actuarial liabilities of \$120,796 million in respect of benefits accrued for service to December 31, 2021 with actuarial net assets at that date of \$117.665 million indicating a going concern actuarial deficit of \$3,131 million. Because OMERS is a multi-employer plan, any Plan surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the Town does not recognize any share of the Plan surplus or deficit. The Municipality's contributions equal the employee contributions to the plan. During the year ended December 31, 2021, the Municipality contributed \$852,727 (2020 - \$942,491) to the plan. As this is a multi-employer pension plan, these contributions are the Municipality's pension benefit expenses. No pension liability for this type of plan is included in the Municipality's consolidated financial statements.

(ii) Retirement Life Insurance and Health Care Benefits

The Municipality continues to provide health care benefits to certain employee groups after retirement until the members reach 65 years of age and life insurance until death at a reduced amount. The Municipality provides these benefits through an unfunded defined benefit plan. The benefit costs and liabilities related to this plan are included in the Municipality's consolidated financial statements.

(e) ASSUMPTIONS

Due to the complexities in valuing post-employment benefits and compensated absences, actuarial valuations are conducted on a periodic basis. The accrued benefit obligations for employee future benefits plans as at December 31, 2021 are based on a valuation as of December 31, 2019. These actuarial valuations were based on assumptions about future events. The economic assumptions used in these valuations are the Municipality's best estimates of expected rates of:

	December 31, 2021
Discount rate	2.80% per annum
Dental cost trend rates	5.80% per annum, decreasing to 4.0% by 2030
Extended health care trend rates	6.41% per annum, decreasing to 4.0% by 2040

There are no assets associated with the Municipality's plan. Provided there are no significant changes in the interim years, the next actuarial valuation should be performed as at December 31, 2022.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

7. POST-EMPLOYMENT BENEFITS AND COMPENSATED ABSENCES (CONT'D)

(f) LIABILITY FOR VESTED SICK LEAVE BENEFITS

All full-time, non-union employees and certain union employees have frozen their accumulated sick leave credits. These employees are now entitled to a cash payment on termination of service, subject to conditions concerning the length of service and the maximum amount frozen. The liability for these accumulated days, to the extent that they have vested and could be taken in cash by an employee on termination, amounted to \$3,675 (2020 - \$5,325) at the end of the year.

8. LONG-TERM DEBT

(a) The balance of the long-term debt reported on the Consolidated Statement of Financial Position is made up of the following:

	2021	2020
Total long-term liabilities incurred by the Municipality including those incurred on behalf of school boards, other municipalities and municipal enterprises and outstanding at the end of the year	\$ 14,766,130	\$ 16,007,230

(b) Of the long-term debt reported in (a) above, \$14,766,130 in principal payments and \$4,316,270 in interest payments are payable from 2022 to 2038 from general municipal revenues. Further details of long-term debt are shown on Schedule 4.

(c) The long-term debt in (a) is issued in the name of the Municipality. The annual principal and interest payments required to service this debt is within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

(d) Interest expense on long-term debt amounted to \$607,088 (2020 - \$646,854).

(e) Included in the long-term debt is the amount of \$66,845 as at December 31, 2021 (2020 - \$71,808) which is owed to the Municipality's Cemetery Perpetual Care Trust Fund. This loan, approved by the Cemeteries Regulation Unit of the Ministry of Consumer Services, was used to build a columbarium at the Kirkland Lake Cemetery. As each niche is sold in the columbarium, \$291.90 of the fee charged is applied as a repayment of this interest free loan.

9. CONTINGENT LIABILITIES

The Municipality is involved from time to time in litigation, which arises in the normal course of business. With respect to outstanding claims, the Town believes that insurance coverage is adequate and that no material exposure exists on the eventual settlement of such litigation. Therefore, no provision has been made in the accompanying financial statements.

10. ANNEXATION

In 1982, the Municipality's annexation of two townships, Bernhardt and Morrisette, was approved by the Ontario Municipal Board, effective January 1, 1982. The method and amount of the tax levy with respect to these Townships received final approval in 1984 from the Ontario Municipal Board. Under the terms of this approval, the Townships are subject to a levy amounting to 100% of the education portion and 35% of the municipal portion of the tax rate as established by Council.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

11. COMMITMENTS

(a) ONTARIO CLEAN WATER AGENCY ("OCWA")

The Municipality has entered into an agreement to have OCWA provide management, operation and maintenance services for the Kirkland Lake Water, Wastewater and Distribution and Collection Systems (Kirkland Lake Water Treatment Plant, Chaput Hughes Standpipe, Swastika Booster Station, Chaput Hughes Booster Station, five lift stations, Swastika Sewage Treatment Plant, Kirkland Lake Sewage Treatment Plant and Kirkland Lake Distribution System). The agreement that commenced on January 1, 2015 was in effect for five years and ended on December 31, 2019. It could then be renewed for successive two-year terms.

Effective January 1, 2020, the Municipality renewed its contract for a two-year period.

Included in the Consolidated Statement of Operations are the 2021 charges from OCWA in the amount of \$1,027,980 (2020 - \$1,007,823).

Effective January 1, 2022, the Municipality renewed the agreement for an additional two-year period. Commitments are estimated at \$776,272 in 2022 and \$791,797 in 2023. The reduction in the contract price for 2022 and 2023 is due to the removal of process chemicals from the contract.

(b) O.P.P. POLICING CONTRACT

Effective January 1, 2019, the Municipality renewed its long-term contract with the Province of Ontario which will see the Province provide police services to the Municipality for a three-year period. For the year ended December 31, 2021, the Municipality paid \$2,543,858 (2020 - \$2,488,407) to the Province for policing costs.

Effective January 1, 2022, the Municipality executed an amending agreement for the provision of police services to the Town of Kirkland Lake for a term of one year. The commitment for 2022 is estimated at \$2,716,227.

(c) TECK PIONEER RESIDENCE AND KIRKLAND AND DISTRICT HOSPITAL

The Municipality is committed to reimbursing Kirkland and District Hospital for shared services related to dietary and laundry services and certain utilities at the Teck Pioneer Residence facility.

(d) BENEFIT PREMIUM

The Municipality is a member of a healthcare insurance reciprocal in order to obtain reduced benefit premiums. Consequently, the Municipality is contingently liable for the obligations of the reciprocal. It is not possible at this time to determine the liability, if any, that may occur. Any liability resulting will be recorded when it becomes reasonably determinable.

(e) HERITAGE NORTH ("HN")

During the year, Council approved the sale of Heritage North for a sale price of \$799,000.

(f) NORTHERN ONTARIO HERITAGE FUND CORPORATION ("NOHFC")

The Municipality has entered into an agreement with NOHFC for the construction of an incubator facility located in the industrial mall.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

11. COMMITMENTS (CONT'D)

(f) NORTHERN ONTARIO HERITAGE FUND CORPORATION ("NOHFC") (CONT'D)

The Municipality has received \$1,200,000 in grant money. It also has a \$600,000 liability to NOHFC and a receivable from a private enterprise for the same amount. The Municipality entered into a five-year lease agreement with the private enterprise. Payments commenced in March 2009 with a deferral of payments during the period June 2011 to January 2013. The agreement was amended in January of 2017 to continue deferring payments until June 30, 2017. As per an amendment made on December 4, 2018, payments resumed on January 1, 2019.

In 2020, NOHFC offered repayment relief to the Municipality as a result of COVID-19. The loan will now mature in July 2023.

(g) KIRKLAND DISTRICT FAMILY HEALTH TEAM ("KDFHT")

The Municipality has agreed to absorb one half of the annual operating deficit of the Kirkland District Family Health Team.

(h) WASTE COLLECTION, LANDFILL OPERATIONS AND RECYCLING CONTRACTS

Effective October 1, 2018, the Municipality entered into a five-year contract for waste collection, waste disposal/landfill operations and curbside recycling at a cost not to exceed \$4,964,446 + HST.

In 2021, costs under this agreement were \$404,647 (2020 - \$394,102) for waste collection, \$404,647 (2020 - \$397,045) for landfill operations and \$202,324 (2020 - \$197,024) for recycling.

Commitments are estimated at \$1,025,293 for 2022 and \$788,078 for 2023 (ie. end of contract in September 2023).

(i) CONSTRUCTION IN PROGRESS

The Municipality has entered into various construction contracts in the year including the Swastika Water Pollution Control Plant Decommissioning/Sewer System Connection to the Kirkland Lake Wastewater Treatment Plant and the KL Gold Water and Sewer Servicing/Chaput Hughes Distribution Upgrades for a total of approximately \$9,623,557. As at December 31, 2021, there was approximately \$7,039,962 of work remaining to be completed on these contracts.

12. RELATED ENTITIES

(a) KIRKLAND DISTRICT FAMILY HEALTH TEAM ("KDFHT")

The Municipality has an economic interest in the KDFHT. It has agreed by contractual agreement to fund one half of the KDFHT's annual operating deficit. The current year's operating deficit is yet to be determined.

(b) KIRKLAND DISTRICT HEALTH CENTRE ("KDHC")

The Municipality has entered into a joint venture with the Kirkland and District Hospital. The Municipality owns 50% of the Kirkland District Health Centre. As such, the Municipality proportionately consolidates 50% of the assets, liabilities, revenues and expenses of this joint venture.

(c) TOWN OF KIRKLAND LAKE SOLAR INC.

The Municipality has an economic interest in The Town of Kirkland Lake Solar Inc. The Municipality owns 501 voting Class B Shares which represents 50.1% of the outstanding capital stock of the corporation.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

13. FINANCIAL INSTRUMENTS

(a) FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash and cash equivalents, taxes receivable, user charges receivable, accounts receivable and accounts payable and accrued liabilities approximate their fair value due to the short-term maturities of these instruments. The carrying amount of the long-term debt approximates fair value as the Municipality's current rate of borrowing for similar debt instruments of comparable maturity is not materially different.

(b) CREDIT RISK

The Municipality does not have significant exposure to any individual or party due to the fact that municipalities can obtain liens on properties for any unpaid realty taxes. An allowance for doubtful accounts is established based upon factors surrounding the risk related to specific ratepayers, historical trends and other information. The Municipality has an allowance for doubtful taxes receivable account in the amount of \$500,000 (2020 - \$900,000), for accounts receivable in the amount of \$84,053 (2020 - \$102,301) and for user charges receivable in the amount of \$31,393 (2020 - \$18,594).

(c) INTEREST RATE RISK

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. In seeking to minimize the risks from interest rate fluctuations, the Municipality manages exposure through its normal operating and financing activities. The Municipality is exposed to interest rate risk primarily through its long-term debt (Note 8).

14. LANDFILL CLOSURE AND POST-CLOSURE LIABILITY

The Ontario Environmental Protection Act sets out the regulatory requirements for the closure and maintenance of landfill sites. Under this Act, the Municipality is required to provide for closure and postclosure care of its solid waste landfill site. The costs related to these obligations are provided for over the estimated remaining life of the landfill site based on usage.

Closure will involve capping of the site with a compacted impermeable clay layer, a layer of topsoil, the re-introduction of a vegetative cover and the construction of surface drainage controls. Post-closure care will involve routine inspections, cap maintenance, groundwater and weir sampling and analysis.

The reported liability is based on estimates and assumptions with respect to events extending over a seventy-one year period using the best information available to management. Future events may result in significant changes to the estimated total expenses, capacity used or total capacity and the estimated liability, and would be recognized prospectively, as a change in estimate, when applicable.

In 2016, the estimates for projected closure, cumulative capacity used, total capacity, post-closure costs per year and the discount rate were reviewed and updated, as applicable, to reflect more up-to-date information. As mentioned above, the resulting changes have been recognized prospectively.

As at December 31, 2021, the remaining capacity of the landfill site is approximately 680,000 cubic metres (2020 - 700,000 cubic metres) which is expected to be used by the year 2062. The period for post-closure care is estimated to be 30 years after 2062.

The estimated liability for the care of the landfill site is the present value of future cash flows associated with closure and post-closure costs discounted using the Municipality's average long-term borrowing rate of 2.80% (2020 - 2.80%). As at December 31, 2021, an amount of \$439,855 (2020 - \$439,855) is reported as a liability on the Consolidated Statement of Financial Position.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

15. BUDGET AMOUNTS

The budget adopted for the current year was prepared on a modified accrual basis, and has been restated to conform with the accounting and reporting standards applicable to the actual results. A reconciliation of the adopted and reported budgets is presented below.

	Budget
Modified accrual basis	\$ 7,986,959
Adjustments:	
Net transfers from (to) reserves and reserve funds	1,551,203
Tangible capital asset expenditures	(12,681,942)
Amortization of tangible capital assets	4,356,571
Debt principal repayments	(1,212,791)
Total adjustments	(7,986,959)
ANNUAL SURPLUS	\$ -

16. EXPENSES BY OBJECT

The Consolidated Statement of Operations represents the expenses by function. The following classifies those same expenses by object:

	2021	2020
Salaries, wages and employee benefits	\$ 14,078,723	\$ 14,073,247
Materials and supplies	4,118,447	4,960,476
Rent and financial expenses	87,147	188,267
Contracted services	6,127,764	6,004,335
External transfers	1,973,048	1,946,578
Interest charges	607,088	646,854
Amortization of tangible capital assets	4,356,571	4,315,920
Loss (gain) on disposal of tangible capital assets	-	(46,579)
Writedown of tangible capital assets	-	2,065,253
TOTAL EXPENSES	\$ 31,348,788	\$ 34,154,351

17. INVESTMENT IN THE TOWN OF KIRKLAND LAKE SOLAR INC.

The Town of Kirkland Lake Solar Inc. ("TKLSI") is a municipally owned government business enterprise. The corporation owns, administers and manages solar power generating projects for the purpose of generating, transmitting, distributing and retailing electricity. The Town of Kirkland Lake owns 50.1% of the outstanding capital stock of the corporation.

The corporations's financial statements are prepared in accordance with International Financial Reporting Standards.

KIRKLAND LAKE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

17. INVESTMENT IN THE TOWN OF KIRKLAND LAKE SOLAR INC. (CONT'D)

STATEMENT OF FINANCIAL POSITION

	2021	2020
ASSETS		
Cash	\$ 450,302	\$ 632,827
Accounts receivable	5,690 138,032	34,817
Future payment in lieu of taxes Prepaid expenses	3,863	- 10,242
Due from related parties	-	-
Property and equipment	7,440,163	7,871,715
TOTAL ASSETS	\$ 8,038,050	\$ 8,549,601
Accounts payable and accrued liabilities	\$ 41,833	\$ 124,237
Due to related parties	3,512,046	3,512,046
Current portion of long-term debt	5,461,051	5,698,761
Long-term debt	9,014,930	9,335,044
	-	
	9,014,930	9,335,044
CAPITAL DEFICIENCY		
CAPITAL STOCK	100	100
ACCUMULATED DEFICIT	(976,980)	(785,543)
	(976,880)	(785,443)
TOTAL LIABILITIES AND DEFICIENCY	\$ 8,038,050	\$ 8,549,601



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

17. INVESTMENT IN THE TOWN OF KIRKLAND LAKE SOLAR INC. (CONT'D)

STATEMENT OF LOSS AND ACCUMULATED DEFICIT

	2021	2020
REVENUE		
Sale of energy	\$ 514,848	\$ 696,578
EXPENSES		
Amortization	431,247	430,697
Insurance	23,946	24,032
Interest and bank charges	-	107,800
Interest on long-term debt	244,312	254,458
Internet	2,280	2,496
Municipal taxes	5,416	15,493
Office	346	109
Professional fees	13,900	32,294
Repairs and maintenance	113,663	120,909
Utilities	8,902	9,328
TOTAL EXPENSES	844,012	997,616
LOSS FROM OPERATING	(329,164)	(301,038)
LOSS ON DISPOSAL OF ASSETS	(305)	(9,785)
LOSS BEFORE FUTURE INCOME TAXES	(329,469)	(310,823)
FUTURE INCOME TAXES (RECOVERY)	138,032	(59,340)
NET LOSS	(191,437)	(370,163)
ACCUMULATED DEFICIT, beginning of year	(785,543)	(415,380)
ACCUMULATED DEFICIT, end of year	\$ (976,980)	\$ (785,543)

18. DEFERRED REVENUE

Cash and cash equivalents include restricted amounts of \$3,817,298 (2020 - \$3,199,333).

19. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform with the current year's financial statement presentation.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

20. SEGMENTED INFORMATION

The Municipality is a municipal government institution that provides a range of services to its ratepayers.

The Municipality reports on functional areas and programs in its consolidated financial statements similar to reporting reflected as part of the Ontario Financial Information Return.

General Government

General government consists of the activities of Council and general financial and administrative management of the Municipality and its programs and services.

Protection to Persons and Property

Protection Services includes fire, police services and other protection services.

Transportation Services

The activities of the transportation function include construction and maintenance of the Municipality's roads, bridges and sidewalks, winter control, street lighting and air transportation.

Environmental Services

This function is responsible for providing water and wastewater services to certain areas within the Municipality. It is also responsible for providing waste collection, waste disposal and recycling services.

Social and Family Services

This function provides assistance to aged persons and includes external transfers for general social assistance and child care.

Social Housing

The social housing function consists of external transfers for social housing.

Recreation and Cultural Services

Recreation and cultural services include indoor and outdoor recreational facilities and programs, parks, library services and museum services.

Planning and Development

This function manages planning and zoning, commercial, industrial and residential development and contributions to the Kirkland District Health Centre.

For each reported segment, revenues and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information. Taxation and payments-in-lieu of taxes are apportioned to General Revenue Fund services based on a percentage of budgeted expenditures. Certain government transfers and other revenues have also been apportioned based on a percentage of budgeted expenditures.

The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in Note 2. This disclosure by segment is reported on Schedule 6.



CONSOLIDATED SCHEDULE OF ACCUMULATED SURPLUS

YEARS ENDED DECEMBER 31

	2021	2020
RESERVES		
Community improvement program	\$ 224,193	\$ 105,687
Infrastructure - capital	769,407	476,792
Kirkland District Health Centre	45,442	56,691
Organization restructuring and efficiency	229,718	284,541
Other	145,722	172,218
Tax stabilization	1,161,000	-
Winter control stabilization	453,741 4,910,947	12,680 2,179,324
Working capital		
TOTAL RESERVES	7,940,170	3,287,933
RESERVE FUNDS SET ASIDE FOR SPECIFIC PURPOSES BY COUNCIL		
Archer Drive	249,912	203,256
Employees' accumulated sick leave	68,478	69,731
Health Unit	233,117	231,724
Kinross Park maintenance	7,792	7,745
Library - capital	8,721	-
Life cycle replacement	953,900	153,093
Parkland Decidential development	99,989	99,392
Residential development Wastewater capital projects	20,447 1,470,462	20,325 1,135,910
Waterworks capital projects	2,091,754	1,216,675
TOTAL RESERVE FUNDS	5,204,572	3,137,851
TOTAL RESERVES AND RESERVE FUNDS	13,144,742	6,425,784
SURPLUSES		
Invested in tangible capital assets	112,768,727	112,756,444
Waterworks	-	262,827
Wastewater	-	141,912
General Revenue Fund	10,014	3,872,023
UNFUNDED		
Post-employment benefits and compensated absences	(4,307,295)	(4,329,317)
Landfill closure and post-closure liability	(439,855)	(439,855)
Accrued interest on long-term debt Long-term debt	(64,043)	(72,366) (16,007,230)
Unfunded capital projects	(14,766,130)	(10,007,230) (19,790)
	_	
TOTAL SURPLUSES	93,201,418	96,164,648
ACCUMULATED SURPLUS	\$106,346,160	\$102,590,432



SUMMARY OF USER CHARGES AND OTHER SOURCES OF FINANCING

YEARS ENDED DECEMBER 31

	2	2021	
	Actual	Budget	Actual
USER CHARGES			
Airport	\$ 85,205	\$ 108,500	\$ 102,515
Cemetery	166,928	117,683	116,243
Garbage disposal	439,282	350,000	357,964
General government	34,634	16,000	43,784
Library	5,328	4,719	3,669
Licenses and permits	142,340	101,913	91,675
Museum	18,180	5,300	13,934
Other	53,670	32,740	193,724
Recreation	157,068	186,238	160,983
Recycling	122,813	97,500	144,592
Roadways	27,901	20,758	40,199
Sanitary sewers	1,784,754	1,952,355	1,815,585
Teck Pioneer Residence	2,024,187	2,008,311	1,998,411
Waterworks	2,545,080	2,763,151	2,634,524
	\$ 7,607,370	\$ 7,765,168	\$ 7,717,802
OTHER			
Capital recoveries	\$ 6,386	\$ 500,000	\$ 30,884
Donations	54,819	64,255	76,535
Fines	7,799	15,250	13,717
Investment income	96,714	66,569	84,354
Penalties and interest	402,476	332,918	309,438
Rents and concessions	497,701	471,786	468,205
Sale of land	63,552	10,000	19,500
	\$ 1,129,447	\$ 1,460,778	\$ 1,002,633



SCHEDULE 3

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED SCHEDULE OF DEFERRED REVENUE

YEAR ENDED DECEMBER 31, 2021

			Teck Pioneer Residence	Other			
	Gas Tax	OCIF	Donations Account	Deferred Revenue	To 2021	otals 2020	
BALANCE, Dec. 31, 2020	\$ 1,423,964	\$ 1,530,974	\$ 59,500	\$ 184,895	\$ 3,199,333	\$ 2,474,240	
INCREASE IN DEFERRED REVENUE							
Interest	11,423	10,628	306	9,154	31,511	27,155	
Government transfers	992,897	608,544	-	118,805	1,720,246	1,185,398	
Donations	-	-	6,449	11,266	17,715	4,410	
Other	-	-	-	41,844	41,844	37,413	
	1,004,320	619,172	6,755	181,069	1,811,316	1,254,376	
DEFERRED REVENUE EARNED							
To operations	-	-	5,223	55,581	60,804	95,138	
To capital acquisitions	164,712	933,031	-	34,804	1,132,547	434,145	
	164,712	933,031	5,223	90,385	1,193,351	529,283	
BALANCE, Dec. 31, 2021	\$ 2,263,572	\$ 1,217,115	\$ 61,032	\$ 275,579	\$ 3,817,298	\$ 3,199,333	



CONSOLIDATED SCHEDULE OF LONG-TERM DEBT

YEAR ENDED DECEMBER 31, 2021

	By-Law Number	Date of Issue	Period	Amount of Issue	Rate of Interest	2021	2020
GENERAL MUNICIPAL ACTIVITIES							
Transportation Services: Equipment LED Street Lights Equipment	20-018 15-067 13-111	02/18/20 06/29/15 12/10/13	10 years 7 years 10 years	\$ 287,266 774,706 480,020	2.21% 2.19% 3.37%	\$ 248,096	\$ 274,353 176,254 161,393
Environmental Services: Waste Carts	16-073	12/09/16	5 years	250,000	2.019%	-	52,045
Health Services: Cemetery	14-120	11/24/14	n/a	100,000	0.00%	66,845	71,808
Social and Family Services: Teck Pioneer Residence	04-068	02/15/08	20 years	6,990,000	4.94%	3,048,829	3,437,846
Recreation and Cultural Services: Aquatic Centre	18-110	08/21/18	20 years	12,674,778	3.72%	11,033,355	11,512,692
Planning and Development: Archer Drive (Note 11)	08-004	02/01/09	9 years	600,000	6.00%	200,127	320,839
TOTAL GENERAL MUNICIPAL ACTIVITIES						\$ 14,766,130	\$ 16,007,230

SUMMARY OF YEARLY LONG-TERM DEBT REPAYMENTS FOR GENERAL MUNICIPAL ACTIVITIES (NOTE 8)

Year	ear Principal		Total		
2022 \$	1,241,196	\$ 564.949	\$ 1,806,145		
2022 \$	1.100.019	φ 50 4 ,545 515.409	1,615,428		
2024	1,013,160	472,472	1,485,632		
2025	1,057,583	428,049	1,485,632		
2026	1,102,910	382,722	1,485,632		
subsequent to 2026	9,251,262	1,952,669	11,203,931		
\$	14,766,130	\$ 4,316,270	\$ 19,082,400		



CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS

YEARS ENDED DECEMBER 31

	Land and	Buildings	Capital	Machinery	Infrastr Roads,	Water	Work	_	
	Land Improvements	and Improvements	Vehicles	and Equipment	Streets & Bridges	and Sewer	in Progress	To 2021	otals 2020
COST									
BALANCE, Dec. 31, 2020 Additions Disposals and writedowns Transfer from work in progress	\$ 12,861,116 139,857 - -	\$ 100,725,016 75,785 - -	\$ 2,413,165 63,705 - -	\$ 9,772,318 625,958 - 21,724	\$ 35,265,257 177,218 - 15,384	\$ 30,127,428 65,054 - 3,053	\$ 1,346,416 3,221,277 - (40,161)	\$ 192,510,716 4,368,854 - -	\$ 194,709,370 2,064,239 (4,262,893) -
BALANCE, Dec. 31, 2021	13,000,973	100,800,801	2,476,870	10,420,000	35,457,859	30,195,535	4,527,532	196,879,570	192,510,716
ACCUMULATED AMORTIZATION BALANCE, Dec. 31, 2020 Amortization of tangible capital assets Disposals and writedowns	4,006,752 214,738 -	34,677,219 2,284,541 -	1,576,836 135,434 -	6,744,188 455,561 -	16,806,863 650,959 -	15,942,414 615,338 -	-	79,754,272 4,356,571 -	76,822,938 4,315,920 (1,384,586)
BALANCE, Dec. 31, 2021	4,221,490	36,961,760	1,712,270	7,199,749	17,457,822	16,557,752	-	84,110,843	79,754,272
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS	\$ 8,779,483	\$ 63,839,041	\$ 764,600	\$ 3,220,251	\$ 18,000,037	\$ 13,637,783	\$ 4,527,532	\$ 112,768,727	\$ 112,756,444

CONSOLIDATED SCHEDULE OF SEGMENTED DISCLOSURE

YEAR ENDED DECEMBER 31, 2021

	Social and Family Services	Protection Services	Transportation Services	Environmental Services	Recreation and Cultural Services	Other	Capital	Consolidated
REVENUES								
Taxation Sales of services and user fees Government transfers Other	\$ 2,529,319 2,042,188 6,616,249 6,670	\$ 1,629,842 222,690 990,201 103,352	\$ 1,537,485 127,939 885,802 1,807	\$ 2,471,158 4,891,929 1,409,291 58,936	\$ 1,334,614 331,217 864,287 46,676	\$ 1,568,023 496,457 915,094 490,365	\$- 6,386 3,507,352 19,187	\$ 11,070,441 8,118,806 15,188,276 726,993
TOTAL REVENUES	11,194,426	2,946,085	2,553,033	8,831,314	2,576,794	3,469,939	3,532,925	35,104,516
EXPENSES								
Salaries and benefits Materials Contracted services External transfers Amortization of tangible capital assets Other	5,920,166 595,591 749,547 381,292 297,718 166,868	1,800,355 187,367 2,752,840 - 123,594 544	1,730,369 1,082,953 177,548 - 868,402 50,849	1,038,322 1,236,501 2,157,949 - 2,249,360 9,941	1,602,111 902,605 60,571 - 674,805 442,160	1,987,400 113,430 229,309 1,591,756 142,692 23,873		14,078,723 4,118,447 6,127,764 1,973,048 4,356,571 694,235
TOTAL EXPENSES	8,111,182	4,864,700	3,910,121	6,692,073	3,682,252	4,088,460	-	31,348,788
ANNUAL SURPLUS (DEFICIT)	\$ 3,083,244	\$ (1,918,615)	\$ (1,357,088)	\$ 2,139,241	\$ (1,105,458)	\$ (618,521)	\$ 3,532,925	\$ 3,755,728


MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

CONSOLIDATED SCHEDULE OF SEGMENTED DISCLOSURE (CONT'D)

YEAR ENDED DECEMBER 31, 2020

	Social and Family Services	Protection Services	Transportation Services	Environmental Services	Recreation and Cultural Services	Other	Capital	Consolidated
REVENUES								
Taxation Sales of services and user fees Government transfers Other	\$ 2,893,762 2,021,411 6,228,553 36,224	\$ 1,940,224 212,863 1,084,668 34,012	\$ 1,887,305 151,258 980,816 1,574	\$ 2,844,329 4,952,666 1,466,358 55,231	\$ 1,638,433 335,013 961,090 50,100	\$ 1,972,879 \$ 526,513 1,125,584 352,328	30,884 923,528 -	\$ 13,176,932 8,230,608 12,770,597 529,469
TOTAL REVENUES	11,179,950	3,271,767	3,020,953	9,318,584	2,984,636	3,977,304	954,412	34,707,606
EXPENSES								
Salaries and benefits Materials Contracted services External transfers Amortization of tangible capital assets Other	5,333,504 605,917 752,493 380,850 301,414 181,412	1,904,477 155,248 2,720,726 - 127,615 445	1,708,130 983,164 83,407 - 864,839 144,545	992,959 1,347,951 2,159,406 - 2,147,901 (17,432)	1,644,417 889,978 60,562 - 747,908 2,525,948	2,489,760 978,218 227,741 1,565,728 126,243 18,877	- - - - -	14,073,247 4,960,476 6,004,335 1,946,578 4,315,920 2,853,795
TOTAL EXPENSES	7,555,590	4,908,511	3,784,085	6,630,785	5,868,813	5,406,567	-	34,154,351
ANNUAL SURPLUS (DEFICIT)	\$ 3,624,360	\$ (1,636,744)	\$ (763,132)	\$ 2,687,799	\$ (2,884,177)	\$ (1,429,263) \$	954,412	\$ 553,255



MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE

SCHEDULE OF LIBRARY OPERATIONS AND SURPLUS

YEARS ENDED DECEMBER 31

	2	2021	2020
	Actual	Budget	Actual
REVENUES			
GRANTS Ministry of Heritage, Sport, Tourism and Culture Industries Town of Kirkland Lake	\$ 27,922 313,834	\$ 27,922 313,834	\$ 27,922 319,862
SPECIAL GRANTS Employment Grants New Horizons for Seniors Grant	7,481	6,500 -	9,980 7,448
OTHER REVENUES	45,001	20,493	26,634
TOTAL REVENUES	394,238	368,749	391,846
EXPENSES			
CURRENT OPERATIONS Ball bequest Books, cataloguing Building repairs and maintenance Contracted services Insurance Materials and supplies Miscellaneous Photocopier lease Professional fees Professional fees Programming supplies Records and periodicals Salaries and wages Utilities	9,024 13,024 2,221 18,596 4,357 4,277 895 3,302 4,605 2,932 2,466 272,891 12,595	9,154 11,700 3,300 18,400 3,800 5,950 2,490 3,100 2,500 4,470 5,000 284,585 14,300	8,687 11,092 3,224 18,547 3,791 5,627 457 2,984 2,500 7,527 3,480 267,472 13,072
TOTAL EXPENSES	351,185	368,749	348,460
ANNUAL SURPLUS	43,053	-	43,386
SURPLUS (DEFICIT), beginning of year	13,767	13,767	(29,619)
SURPLUS, end of year	\$ 56,820	\$ 13,767	\$ 13,767





KIRKLAND LAKE

THE RIGHT ENVIRONMENT

MUNICIPAL CORPORATION OF THE TOWN OF KIRKLAND LAKE (and its affiliated Boards)

TRUST FUNDS

BALANCE SHEET & STATEMENT OF CONTINUITY

YEARS ENDED DECEMBER 31, 2021 & 2020



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INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of the Municipal Corporation of the Town of Kirkland Lake

We have audited the balance sheet of the Trust Funds of the Municipal Corporation of the Town of Kirkland Lake as at December 31, 2021 and the statement of continuity of the Trust Funds for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Information

Management is responsible for the preparation and fair presentation of this financial information in accordance with the accounting principles disclosed in Note 2 to the financial information, and for such internal control as management determines is necessary to enable the preparation of financial information that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on this financial information based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial information is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial information. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial information, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial information in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, if any, as well as evaluating the overall presentation of the financial information.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial information presents fairly, in all material respects, the financial position of the Trust Funds of the Municipal Corporation of the Town of Kirkland Lake as at December 31, 2021 and the continuity of the Trust Funds for the year then ended in accordance with the accounting principles disclosed in Note 2 to the financial information.

Independent Auditor's Report to the Members of Council, Inhabitants and Ratepayers of the Municipal Corporation of the Town of Kirkland Lake (continued)

Other Matters

The financial statements of the Trust Funds of the Municipal Corporation of the Town of Kirkland Lake for the year ended December 31, 2016 were audited by another auditor who expressed an unmodified opinion on those statements on June 20, 2017.

Graat Thoraton LLP

Kirkland Lake, Canada July 24, 2018

Chartered Professional Accountants Licensed Public Accountants

TRUST FUNDS

BALANCE SHEET

AS AT DECEMBER 31

	2021	2020
FINANCIAL ASSETS		
Cash Accounts Receivable Investments - Perpetual Care (Note 4) Investments - May Ball Trust (Note 3) Columbarium Ioan to Town of Kirkland Lake (Note 4) Due from Town of Kirkland Lake	\$ 221,298 1,644 897,188 332,886 66,845 1,980	\$ 330,544 1,050 892,827 332,886 71,808 2,574
TOTAL FINANCIAL ASSETS	\$1,521,841	\$1,631,689
FUND BALANCE		
TRUST FUND BALANCE (Statement 2)	\$1,521,841	\$1,631,689



TRUST FUNDS

STATEMENT OF CONTINUITY

YEAR ENDED DECEMBER 31, 2021

	Library Bequest Fund	Cemetery Perpetual Care Fund	Teck Pioneer Residence Trust	Canada Life Benefits Trust	2021
BALANCE, beginning of year	\$332,886	\$ 1,010,677	\$ 9,189	\$ 278,937	\$ 1,631,689
Add:					
Deposits	-	-	5,748	667,578	673,326
Interest/Dividends earned	9,154	4,636	-	1,007	14,797
Monument maintenance fees	-	2,350	-	-	2,350
Plots and graves sold	-	14,822	-	-	14,822
	9,154	21,808	5,748	668,585	705,295
Less:					
Drawings of residents	-	-	4,875	-	4,875
Transfers to Canada Life	-	-	-	788,036	788,036
Transfers to Library Board/Municipality	9,154	13,078	-	-	22,232
	9,154	13,078	4,875	788,036	815,143
BALANCE, end of year	\$ 332,886	\$ 1,019,407	\$ 10,062	\$ 159,486	\$ 1,521,841





TRUST FUNDS

NOTES TO FINANCIAL INFORMATION

YEARS ENDED DECEMBER 31, 2021 & 2020

1. NATURE OF OPERATIONS

This financial information reflects the financial activity and financial position of funds held in trust for perpetual care of the cemetery, residents of the Teck Pioneer Residence, the Public Library Board and Canada Life Benefits (formerly known as Great West Life).

2. SIGNIFICANT ACCOUNTING POLICIES

The financial information of the Trust Funds is the representation of management prepared in accordance with accounting principles considered appropriate for entities of this type. Because a precise determination of many assets and liabilities is dependent upon future events, the preparation of periodic financial information necessarily involves the use of estimates and approximations. These have been made using careful judgment and in the light of information available. The financial information has, in management's opinion, been properly prepared within reasonable limits of materiality and within the framework of the accounting policy summarized below:

(a) BASIS OF ACCOUNTING

Receipts and disbursements on the Statement of Continuity are reported on the accrual basis of accounting with the exception of Teck Pioneer Residence deposits and drawings which are reported on the cash basis of accounting.

(b) INVESTMENTS

All investments are recorded at fair market value.

3. LIBRARY BEQUEST FUND

In 1994, the Public Library Board of the Corporation of the Town of Kirkland Lake received \$332,886 from the Estate of May Alexandra Ball. The funds advanced to the Library are to be kept invested and the interest earned on these funds used as the Board shall decide from time to time will best serve the needs of the Library, with special emphasis on the purchase of new books.

On December 3, 2014, the Trust Fund was transferred, at an amount of \$332,886, into a 10 year noncashable Guaranteed Interest Contract with an interest rate of 2.75%. Interest will be paid out annually on the anniversary date and will be used by the Library to purchase books.

The fair value of the investment as at December 31, 2021 was \$332,886 (2020 - \$332,886).

4. CEMETERY PERPETUAL CARE FUND

The Cemetery Perpetual Care Fund, administered by the Municipality, is funded by the sale of cemetery plots and graves and by the collection of monument maintenance fees. Earnings derived from these funds are used to perform perpetual care maintenance at the Municipality's cemetery. The operations and investments of the Cemetery Perpetual Care Fund are undertaken by the Municipality in accordance with the regulations of the Cemeteries Act.



TRUST FUNDS

NOTES TO FINANCIAL INFORMATION (CONT'D)

YEARS ENDED DECEMBER 31, 2021 & 2020

4. CEMETERY PERPETUAL CARE FUND (CONT'D)

In 2014, a loan of \$100,000 was made to the Town of Kirkland Lake from the Cemetery Perpetual Care Fund in order for the Municipality to build a columbarium at the Kirkland Lake Cemetery. This loan was approved by the Cemeteries Regulation Unit of the Ministry of Consumer Services. As each niche is sold in the columbarium, \$291.90 of the fee charged is applied as a repayment of this interest free loan. The balance of the loan as at December 31, 2021 was \$66,845 (2020 - \$71,808).

5. TECK PIONEER RESIDENCE TRUST FUND

The Teck Pioneer Residence Trust Fund represents funds held in trust by the Municipality for residents of Teck Pioneer Residence in Kirkland Lake, Ontario.

6. CANADA LIFE BENEFITS TRUST FUND (FORMERLY KNOWN AS GREAT WEST LIFE)

The Canada Life Benefits Trust Fund represents funds held in trust by the Municipality for its self-insured benefit plan, covering Health, Dental and Vision benefits.



TRUST FUNDS

STATEMENT OF CONTINUITY

YEAR ENDED DECEMBER 31, 2020

	Library Bequest Fund	Cemetery Perpetual Care Fund	Teck Pioneer Residence Trust	Canada Life Benefits Trust	2020
BALANCE, beginning of year	\$ 332,886	\$ 987,970	\$ 10,956	\$ 184,327	\$1,516,139
Add:					
Deposits	-	-	8,718	719,606	728,324
Interest/Dividends earned	9,154	11,253	-	1,820	22,227
Monument maintenance fees	-	1,750	-	-	1,750
Plots and graves sold	-	9,704	-	-	9,704
	9,154	22,707	8,718	721,426	762,005
Less:					
Drawings of residents	-	-	10,485	-	10,485
Transfers to Canada Life	-	-	-	626,816	626,816
Transfers to Library Board/Municipality	9,154	-	-	-	9,154
	9,154	-	10,485	626,816	646,455
BALANCE, end of year	\$ 332,886	\$1,010,677	\$ 9,189	\$ 278,937	\$1,631,689







REPORT TO	
Meeting Date: 16/08/2022	Report Number: 2022-FIN-011

Presented	bv:	Llovd	Crocker
1 resented	Ny.	LiOyu	CIOUNCI

Department: Corporate Services

REPORT TITLE

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

Recommendation(s)

BE IT RESOLVED THAT Report Number 2022-FIN-011 entitled "Ontario Regulation 284/09 - Public Sector Accounting Board ("PSAB") Reconciliation" be received.

INTRODUCTION

In 2009, the Public Sector Accounting Board ("PSAB") introduced major revisions to the accounting standards whereby municipalities were required to move to a full accrual basis of financial statement reporting. The most notable change was the introduction of the requirement to report on tangible capital assets ("TCA's").

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

O. Reg. 284/09 allows for the exclusion from the budgets of such items as amortization, post-employment benefits expenses and solid waste landfill closure and post-closure costs.

DISCUSSION

When a municipality excludes all or a portion of these expenses from its budget, O. Reg. 284/09 requires the municipality to prepare a report about the excluded expenses and to adopt the report by resolution of Council.

In addition, the report must contain at least:

- 1. An estimate of the change in the accumulated surplus of the municipality to the end of the year resulting from the exclusion of any of the expenses mentioned above; and
- 2. An analysis of the estimated impact of the exclusion of any of the expenses mentioned above on future tangible capital asset funding requirements of the municipality.

In addition to the above-mentioned excluded expenses, the following items included in the cash-based budget are excluded from the PSAB full accrual budget:

- a) tangible capital asset acquisitions;
- b) long-term debt principal repayments;
- c) proceeds of long-term debt; and
- d) transfers to/from reserves and reserve funds.

Attachment 1 is a summary of the impact to the accumulated surplus after the abovementioned adjustments are made to the 2022 budget. The adjustments convert the budget from the cash basis of accounting to the accrual method of accounting and results in an estimated increase in the accumulated surplus of \$8,142,304.

Explanations of the significant adjustments (which have been estimated) are as follows:

- Amortization Expense The Town's budget excludes amortization as it is a noncash expense. The estimated 2022 amortization is \$4,324,103 based on existing assets and new assets anticipated in 2022. It does not include an estimate for assets not expected to be in service in 2022.
- Post-Employment Benefits Expenses The Town's accrued employee future benefits liability is expected to be \$3,946,200 on December 31, 2022. While the 2022 Budget includes estimates for post-employment benefits expected to be incurred in the current year for eligible retired employees, the expense related to future benefits is not recorded as it is a non-cash item. The amount of \$50,000 included in Appendix A is based on the projected liability for 2022
- Solid Waste Landfill Closure and Post-Closure Expenses The Town's solid waste landfill closure and post-closure liability on December 31, 2020 was \$439,855. At this time, there is no known change in the liability expected for 2022. Estimates for future contractual construction costs will be included in budgets when applicable.

Town of Kirkland Lake – Report to Council – Ontario Regulation 284/09 - Public Sector Accounting Board ("PSAB") Reconciliation

- 4. Tangible Capital Asset Acquisitions Under accrual accounting, tangible capital assets are not fully expensed in the year of acquisition. They are amortized over the useful life of the asset in accordance with the Town's Tangible Capital Asset Policy. The 2022 Capital Budget includes an estimated \$13,875,432 of tangible capital asset acquisitions.
- Long-Term Debt Principal Repayments Repayments toward long-term debt are a reduction of the liability and not an expense under accrual accounting. The 2022 budget included an estimated \$1,241,196 in principal repayments.
- Proceeds of Long-term Debt Debt proceeds are considered a liability and not a source of revenue under accrual accounting. The 2022 budget included \$2,130,000 of new debt.
- 7. Transfers to/from Reserves and Reserve Funds Under accrual accounting, transfers "to" reserves and reserve funds are not considered an expense and transfers "from" reserves and reserve funds are not considered revenues. In 2022, the Town anticipates contributing \$725,834 toward reserves and reserve funds and utilizing \$1,296,055 in contributions from reserves and reserve funds to fund various capital and operating projects.

With respect to the impact on future tangible capital asset funding requirements – Inclusion of tangible capital asset information in the financial statements can assist in understanding the obligation to maintain, renew and replace assets. TCA amortization is an indicator of the amount that should be contributed towards the replacement of existing infrastructure. It is important to note, however, that amortization calculations are based on historical cost data. Therefore, while this provides a reasonable cost measure of the portion of the asset that has been utilized in providing or supporting a service, it does not adequately reflect the costs required for asset rehabilitation and replacement which are based on current construction prices. A capital asset management plan, once complete, will assist in further assessing the adequacy of the life cycle replacement requirements of the Town's capital assets over the long-term.

OTHER ALTERNATIVES CONSIDERED

None noted.

FINANCIAL CONSIDERATIONS

There are no financial considerations in adopting this report.

Town of Kirkland Lake – Report to Council – Ontario Regulation 284/09 - Public Sector Accounting Board ("PSAB") Reconciliation

ALIGNMENT TO STRATEGIC PRIORITIES

N/A

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

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

CONSULTATIONS

Senior Management Team

ATTACHMENTS

Attachment 1 – 2022 PSAB Reconciliation

ATTACHMENT 1

TOWN OF KIRKLAND LAKE 2022 PSAB RECONCILIATION

Operating Capital Waterworks\$ 28,453,060 13,875,432 2,625,233 Usstwater Less: Proceeds of long-term debt Transfers from reserves Transfers from reserves Transfers from reserve funds1,841,905 (107,456) (107,456)Total Revenues43,369,575Expenses Operating Capital Waterworks28,453,060 (107,456) (1,188,599)Dotal Revenues43,369,575Expenses Operating Capital Waterworks28,453,060 (1,188,599)Dotal Revenues43,369,575Expenses Operating Capital Waterworks28,453,060 (1,241,196) (1,241,196) (1,841,905) Less: Loss: Long-term debt principal repayments Transfers to reserves Transfers to reserves Transfers to reserve funds Transfers for reserve funds Transfers	Revenues	
Waterworks 2,625,233 Wastewater 1,841,905 Less: Proceeds of long-term debt (2,130,000) Transfers from reserves (107,456) Transfers from reserve funds (1,188,599) Total Revenues 43,369,575 Expenses 28,453,060 Capital 13,875,432 Waterworks 2,625,233 Wastewater 1,841,905 Less: 28,453,060 Capital 13,875,432 Waterworks 2,625,233 Wastewater 1,841,905 Less: Long-term debt principal repayments (1,241,196) Transfers to reserves - - Transfers to reserve funds (725,834) - Tangible capital asset acquisitions (13,875,432) - Total Expenses 30,953,168 - - Annual Surplus, before exclusions 12,416,407 - Exclusions (4,324,103) 50,000 - Change in unfunded post-employment benefits liability S0,000 - -	Operating	\$ 28,453,060
Wastewater 1,841,905 Less: Proceeds of long-term debt (2,130,000) Transfers from reserves (107,456) Transfers from reserve funds (1,188,599) Total Revenues 43,369,575 Expenses 28,453,060 Capital 13,875,432 Waterworks 2,625,233 Wastewater 1,841,905 Less: Long-term debt principal repayments (1,241,196) Transfers to reserves - Transfers to reserve funds (725,834) Tangible capital asset acquisitions (13,875,432) Total Expenses 30,953,168 Annual Surplus, before exclusions 12,416,407 Exclusions (4,324,103) Change in unfunded post-employment benefits liability S0,000 Change in unfunded solid wast landfill closure and post-closure liability S0,000	Capital	13,875,432
Less: Proceeds of long-term debt (2,130,000) Transfers from reserves (107,456) Transfers from reserve funds (1,188,599) Total Revenues 43,369,575 Expenses 28,453,060 Capital 13,875,432 Waterworks 2,625,233 Wastewater 1,841,905 Less: Long-term debt principal repayments (1,241,196) Transfers to reserves - Transfers to reserve funds (13,875,432) Total Expenses - Less: Long-term debt principal repayments (1,241,196) Transfers to reserves - - Transfers to reserve funds (12,873,432) (13,875,432) Total Expenses - - Total Expenses - - Annual Surplus, before exclusions 12,416,407 - Exclusions Amortization of tangible capital assets (4,324,103) Change in unfunded post-employment benefits liability 50,000 - Change in unfunded solid wast landfill closure and post-closure liability - -	Waterworks	2,625,233
Proceeds of long-term debt Transfers from reserves Transfers from reserve funds(2,130,000) (107,456) 	Wastewater	1,841,905
Transfers from reserves Transfers from reserve funds(107,456) (1,188,599)Total Revenues43,369,575Expenses Operating Capital Waterworks Watewater Less: Long-term debt principal repayments Transfers to reserves Transfers to reserves Transfers to reserve funds(1,241,196) (1,241,196) (725,834) Tangible capital asset acquisitionsTotal Expenses30,953,168Annual Surplus, before exclusions12,416,407Exclusions Change in unfunded post-employment benefits liability Change in unfunded solid wast landfill closure and post-closure liability(4,324,103) (0,000	Less:	
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Amortization of tangible capital assets(4,324,103)Change in unfunded post-employment benefits liability50,000Change in unfunded solid wast landfill closure and post-closure liability	Annual Surplus, before exclusions	 12,416,407
Amortization of tangible capital assets(4,324,103)Change in unfunded post-employment benefits liability50,000Change in unfunded solid wast landfill closure and post-closure liability	Exclusions	
Change in unfunded solid wast landfill closure and post-closure liability	Amortization of tangible capital assets	(4,324,103)
	Change in unfunded post-employment benefits liability	50,000
Annual Surplus, after exclusions \$ 8,142,304	Change in unfunded solid wast landfill closure and post-closure liability	
	Annual Surplus, after exclusions	\$ 8,142,304



REPORT TO COUNCIL

Meeting Date: 16/08/2022	Report Number: 2022-CS-012
Presented by: Shawn LaCarte, Bonnie Sackrider	Department: Senior Management Team

REPORT TITLE

NOHFC Opportunities

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CS-012 entitled "**NOHFC Opportunities**" be received;

AND FINALLY THAT Council authorize that funding submissions be made for the following:

- 1. Community Enhancement Program: Rural Enhancement Funding Stream Old pool retrofit; and
- 2. Workforce Development Stream: Finance Clerk Intern and Parks and Recreation Lead Hand Intern.

INTRODUCTION

Staff continue to look for funding opportunities that allow the municipality to complete various projects without having to rely entirely on municipal tax dollars.

DISCUSSION

COMMUNITY ENHANCEMENT PROGRAM

1. The program recommended for retrofit of the old pool area is the **Rural** Enhancement Funding Stream

The Rural Enhancement Funding Stream is designed to support priorities of rural communities to contribute to healthy and strong communities.

Incremental improvements, repairs, and/or renovations to improve and extend the useful life of capital assets including; social and recreational facilities, municipal assets and community halls, which contribute to a healthy and vibrant community.

Funding is in the form of a conditional contribution, and will not exceed:

 For communities over 1,500, up to 75% of total eligible costs to a maximum of \$500,000.00.

When WSCS provided the Service Delivery Review for facilities to Kirkland Lake Council, they indicated that keeping the original swimming pool as is, "currently presents a significant risk and liability – implications under PS3280 – Asset Retirement Obligation." Upon further inquiry, WSCS has provided the following information:

"The Asset Retirement Obligations require all governments to assess the liabilities to retire assets. Those that have remediation required of course, will be more costly than others that can simply be demolished. Municipalities need to undertake the assessment and determine the cost of to retire these assets and put the liabilities on the books.

The new PS 3280 provides new requirements for the accounting of AROs. The standard consists of 1) Clarification that this guidance deals with obligations to retire tangible capital assets of a public sector entity that are predictable and unavoidable. This requires that public sector entities: i) Have a legal obligation to permanently remove a tangible capital asset from service (i.e., retire); and ii) Control the tangible capital asset that needs to be retired. 2) Guidance on when an ARO is recognized, as outlined when the below four criteria are met: i) There is a legal obligation to incur retirement costs in relation to a tangible capital asset. ii) The past transaction or event giving rise to the liability has occurred. iii) It is expected that future economic benefits will be given up iv) A reasonable estimate of the amount can be made. 3) Guidance on what variables to consider when initially measuring an ARO, including: i) Which costs to include; ii) Estimation technique; and iii) Determining the discount rate. 4) Guidance on subsequent measurement and measurement uncertainty. 5) Disclosure guidance pertaining to AROs.

The new standard is effective for annual financial statements relating to fiscal years beginning on or after April 1, 2022, and earlier application is permitted. For municipalities in Ontario, this means that the 2023 financial statements must include the liabilities of existing assets."

Therefore, not renovating the space into something usable could negatively affect our balance sheet, depending on your decision(s) on the facility. Current problems, if left unremediated could create a future liability as indicated above.

The last time the status of the old pool was discussed by Council at a Regular Meeting of Council was at the August 21, 2018 meeting following a report by Interim CAO, Wilfred Hass. The direction from council was as follows:

"Moved by: Councillor Todd Morgan Seconded by: Councillor Pat Kiely

That Council did commission Salter Pilon to do an assessment on the old pool area; And that Council has received the Kirkland Lake Community Complex Architectural Report -- Facility Condition and Re-Purposing Assessment, with no action to be taken at this time.

CARRIED"

With the new information regarding PS3280, Administration recommends that dollars be utilized to remediate the old pool area to begin to create usable space. The final result of the space does not have to be completely scoped out, however in conversation with the NOHFC representative, it was suggested to keep it a versatile space that could be utilized by Community partners for their programs, services, for learning opportunities for residents, for community based events, as a destination place, as an area suitable for presentations, fairs etc. Remediation of the old pool area could be completed in stages as grants become available.

WORKFORCE DEVELOPMENT STREAM

For the intern positions, the workforce development stream would be utilized.

 The intent of the Workforce Development Stream is to strengthen and develop Northern Ontario's workforce through business partnerships by offering internships.

Salaries/wages and employer's portion of Mandatory Employment Related Costs (MERCs) (e.g.: Canada Pension Plan, Employment Insurance, mandatory minimum vacation pay, as per Employment Standards Act) for a limited-term internship position of 52 weeks (with at least 35 hours of work per week)

For eligible municipalities, Indigenous communities and not-for-profit organizations, funding is in the form of a conditional contribution of up to 90% of an intern's salary and employer's portion of MERCs to a maximum of \$35,000.00 per year.

1) Finance Clerk Intern

The Municipality had been approved in late 2020 for a Finance Clerk Intern to assist with the new Asset Management plan but the position was not implemented due to staff turnover. The new Finance Clerk intern will assist in the update of the 2021 and 2022 database (currently 2020) in the Asset Management plan software as well as the

development and implementation of the Phase 3 update which is due in 2024. The intern will help develop long-term asset management processes and best practices. They will also assist in implementing various improvement initiatives including digitalization of documents including Capital asset invoices and records to help facilitate funding submissions, implementation of workflows in purchasing, and similar type processes.

2) Parks and Recreation Facility Operator/Lead Hand

Currently the Parks and Recreation Department budgets for 6 months of a seasonal position during the ice season, and budgets for 13 weeks of coverage to backfill custodians for vacation, taken primarily during the summer months. Due to the labour shortage being experienced, staff have been unable to find individuals who are interested in either a seasonal position (facility operator) or a casual position (custodial back fill). A full-time position provides us with an opportunity to cover off all of the above commitments. By enhancing the job force by one additional full time position, as well as by reallocating existing staff to the most critical areas, no responsibilities will be left unstaffed (which creates cancellations and closures), and, as importantly, allows an individual to further develop their skills by training as a Lead Hand who will be an experienced worker responsible for overseeing a small group of employees to ensure tasks are completed in a safe and timely manner. When performing the duties of lead hand, a premium rate will be allocated.

OTHER ALTERNATIVES CONSIDERED

Council may choose to self fund any or all or the projects, or not pursue any or all of the projects. These alternatives are not recommended by administration since with provincial funding, required projects can be completed without utilizing the levy for the full amount.

FINANCIAL CONSIDERATIONS

1) Building retrofit

Staff recommend a maximum request of \$666,680.00 with TKL to contribute \$166,680.00. This would be funded through the 2023 Capital.

2) Asset Management Intern

52 weeks at 35 hours / \$22.96 per hour = \$41,787.20 Required NOHFC Request \$31,500.00

3) Parks and Recreation Lead Hand Intern

SALARY

Current Budget	Year One of Intern	Subsequent years
\$50,000.00	\$23,000.00 (savings of \$27,000.00)	\$58,000.00

ALIGNMENT TO STRATEGIC PRIORITIES

In the Pillar **Achieve Sustainable Operational Excellence**, the projects are aligned with the following areas of focus: *Aim for Financial Sustainability* and *Better Management of Capital Assets*.

ACCESSIBILITY CONSIDERATIONS

A Community Space has the potential to meet needs of individuals with mobility concerns as well as those who are considered low-income residents.

CONCLUSION

NOHFC offers opportunities for municipalities to help build strong and resilient communities through infrastructure investments, to upgrade existing assets to improve community quality of life, and economic development initiatives. Additionally, their intern program is designed to attract, retain and develop Northern Ontario's workforce. Applying for and attaining approval for projects allows the municipality to progress without incurring total financial support for the projects.

CONSULTATIONS

Senior Management Team

Treasurer

ATTACHMENTS



REPORT TO COUNCIL		
Meeting Date: 16/08/2022	Report Number: 2022-CLK-017	
Presented by: Jennifer Montreuil	Department: Corporate Services	

REPORT TITLE

Request for Parade Permit – Santa Claus Parade

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CLK-017 entitled "**Request for Parade Permit – Santa Claus Parade**" be received;

AND THAT Council direct that a Parade Permit be issued to the Kirkland Lake District Chamber of Commerce for Friday, November 18, 2022 and with an alternative date of Friday, November 25, 2022;

AND FINALLY THAT Council hereby waive the \$100.00 permit fee requirement as outlined in By-Law 86-65.

INTRODUCTION

The Kirkland Lake District Chamber of Commerce is requesting Council's permission to host their annual Santa Claus Parade on Friday, November 18, 2022, with an alternative date of Friday, November 25, 2022.

DISCUSSION

The parade will start on Main Street and head north onto Government Road where it will travel east onto Duncan Avenue. The parade will then turn on Second Street and go east to end on Churchill Drive.

The parade is planned to commence at 7:00 PM and end at approximately 8:00 PM.

Agency Comments/Concerns

The Public Works Department cited no objections with the request, however, requested that the Chamber staff coordinate the request for road closing directly with the Director of Public Works upon any decision of Council to allow for appropriate road closing notices to be prepared and posted on the Town's social media streams.

The Fire Services Department and Ontario Provincial Police were consulted and cited no objections with the request.

Permit Fee Waiver and Indemnification

Historically, no fee has been collected for parade permits, however, a certificate of insurance has been collected from the requesting organization annually. The Town's current Fees and Charges By-Law does not identify a fee for a parade permit request. However, administration identifies that should Council wish to continue in this manner, it must formally waive the requirements as outlined in By-Law 86-65 (Attachment 1).

Early this year, Council may recall resolving that the Kirkland Lake District Chamber of Commerce be awarded Community Grant funding for which their application stated that the funding donation would go to the costs associated with the Santa Claus Parade, including the cost of buying insurance.

Road Closure Requirements

Historically, the requesting organization's volunteers have communicated with our Public Works Department to determine road closure requirements. Should a road be closed, the Public Works Department will be responsible for providing on such closure on-site and through the Town's social media platforms.

OTHER ALTERNATIVES CONSIDERED

Council may choose to deny the Kirkland Lake District Chamber of Commerce's request for a Parade Permit. This is not the recommended option and not in line with building positive community partnerships as identified in Council's various strategic objectives.

FINANCIAL CONSIDERATIONS

The waiver of the \$100.00 parade fee is an insignificant financial consideration as this fee has been historically waived for other requesting organizations. Costs associated with the road closure for the parade will be absorbed within the Public Works' operating budget.

ALIGNMENT TO STRATEGIC PRIORITIES

Allows the parade to materialize will promote positive community partnerships as identified in various strategic objectives.

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

Administration foresee no issue with Council approving a parade permit for this type of historical community event.

CONSULTATIONS

Senior Management Team

ATTACHMENTS

Attachment 1 - Regulator Public Entertainment, Festivals and Parade By-Law (86-65)

BY-LAW NO. 86-65

Being a By-Law to regulate the holding of public entertainment, festivals and parades within the Town of Kirkland Lake.

WHEREAS by Section 235 (1) of the Municipal Act, R.S.O., 1980, Chapter 302 a Council may pass By-Laws and make such regulations for the health, safety, morality and welfare of the inhabitants of the Municipality.

AND WHEREAS the Council deems it expedient to license and regulate the holding of public entertainments, parades and festivals within the Town of Kirkland Lake.

NOW THEREFORE BE IT ENACTED:

- 1. Before any person, persons, corporations, organizations or associations may hold or conduct a public entertainment, festival or parade within the limits of the said Corporation of The Town of Kirkland Lake, they shall obtain a license therefore and comply with the provisions of this By-Law.
- 2. The fee for such license shall be one hundred (\$100.00) dollars which shall be paid to the Municipal Treasurer.
- 3. No person, persons, corporations, organizations or associations shall be granted a license under this By-Law until he or it has deposited with the Municipal Treasurer in the amount estimated by the incumbent head of the Town of Kirkland Lake Police Force as sufficient to provide for the cost of adequate additional police protection during the period of the entertainment or festival or parade, or any or all of them, during which such police protection shall in their opinion be necessary.
- 4. No license shall be granted under this by-law unless and until such person, persons, corporations, organizations or associations shall have deposited with the Treasurer of the Town of Kirkland Lake evidence of Liability Insurance in an amount to be fixed by the Council of the Corporation or until the Council of the Corporation has dispensed with the necessity of such insurance being required. In any event, such insurance shall not exceed the amount of public liability and property damage carried by the Town of Kirkland Lake namely \$15,000,000.00. It shall contain a clause indemnifying the Corporation against damage to public property as well as indemnification for property damage and public liability.
- 5. No license shall be granted under this By-Law until and unless such person, persons, corporations, organizations or associations shall deposit with the relevant authority and amount to be fixed by the party sufficient to repair anticipated minor damage and cleaning up buildings or grounds after public entertainment or said festival has terminated so that grounds may be restored to their previous state without cost to the Corporation or Board or body responsible for the administration of such public buildings or grounds.

- 6. Every person, association or corporation who infringes any provision of this By-Law shall incur a penalty of not more than \$300.00 excluding costs recoverable under the Summary Convictions Act, all the provisions of which apply.
- 7. In the case of any entertainment, festival or parade which would last for a lesser period than twenty-four hours the council may, in its discretion, dispense with any or all of the requirements of this By-Law.

READ a first time this 22nd day of July 1986.

Dennet unine

READ a second and third time, enacted and passed in Open Council this $5^{\rm th}$ day of August 1986.

Bennatsunine



REPORT TO COUNCIL		
Meeting Date: 16/08/2022	Report Number: 2022-CLK-018	
Presented by: Jennifer Montreuil	Department: Corporate Services	

REPORT TITLE

Proposed Changes to Flag Pole Banner and Announcement Protocols Policy

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CLK-018 entitled **"Proposed Changes to Flag Pole Banner and Announcement Protocols Policy"** be received;

AND THAT Council rescind CORP2020-026 Flag Pole Banner and Announcement Protocols Policy;

AND THAT Council receive Proclamations, Flag Raising Request and Notice of Flag Half Masting Standard Operating Procedure, and CORP 2022-006 Pole Banner Program Policy as presented for information purposes;

AND THAT CORP 2022-007 Pole Banner Program Policy be inserted into the Corporate Policy Manual;

AND THAT Council approve the establishment of the Pole Banner Installation and Removal Fee of \$1,500.00 per placement request as part of the Town's User Fees By-Law;

AND FINALLY THAT Council direct that Schedule 'A' to the Town' User Fees By-Law be amended to include the Pole Banner Installation and Removal Fee, and the amendment be brought forward for three readings on September 6, 2022.

BACKGROUND

On June 21, 2022, Councillor Adams brought forward a Motion which was resolved as follows:

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

BE IT RESOLVED THAT Council request that Policy CORP2020-026 Flag Pole Banner and Announcement Protocols be amended to allow for flag raisings and announcements/proclamations at the Town of Kirkland Lake Municipal Office;

AND THAT a Flag Raising and Proclamation Request Program be established by the Town of Kirkland Lake;

AND THAT a guiding document be established for the raising and half-masting of flags at the Municipal Office in keeping with the protocols as set out by the Department of Canadian Heritage;

AND FINALLY THAT a Report be presented before the end of this Term of Council for approval.

CARRIED"

The existing Flag Pole Banner and Announcement Protocols Policy (Attachment 1) is thought by Council to be too restrictive in the ability to offer community organizations and user groups the ability to promote their community events through flag raisings or proclamations.

RATIONALE

Administration note that the existing Flag Pole Banner and Announcement Protocols Policy was previously established due to the Town's infrastructure restrictions (lack of flag poles and observance of etiquette) together with human resources shortage to operate such service programs. As such the public was provided with an alternative medium of either deputing to Council on their events or contacting members of Council directly to have them note same under the *Reports from Council* heading of the Council Meeting Agenda.

The Town of Kirkland Lake had no designated community flag pole for organizational flag raisings. This was due in large part because only one (1) flag pole was erected on a majority of municipally owned lands. Past practices only allowed for the raising of the National Flag of Canada in accordance with the established Department of Canadian Heritage's National Flag etiquette.

The pandemic seen a decline in organizational requests, however, staff have seen a slight increase in requests and have resumed the observance of Federal flag raising and half-masting procedures.

The following information is supplied to identify flag poles which are installed at municipally owned properties:

Town of Kirkland Lake – Report to Council – Proposed Changes to Flag Pole Banner and Announcement Protocols Policy

Flag Pole Locations on municipal property managed by the Town

- 3 Kirkland Street East Municipal Building (Town Hall)
- 1 Dunfield Road Public Works Garage
- 8 O'Meara Blvd Kirkland Lake Fire Services Department
- 2 Chateau Drive Miners' Memorial Monument (Museum)

Flag Pole Locations on municipal property NOT managed by the Town

- 1409 Government Road West Kirkland Lake Cemetery (Managed by Royal Canadian Legion)
- 777 Memorial Avenue, Kirkland Lake Detachment of the OPP (Managed by Ontario Provincial Police)

As Council is aware, administration has remedied the ability of the Town to allow for the observances of organizational flags in keeping with the protocols as set out by the Department of Canadian Heritage (etiquette) by erecting two (2) angled horizontal flag poles above the entrance of the Municipal Building (Town Hall). Customarily, the Town will raise the National Flag of Canada on the flagpole on the corner of Kirkland Street. The Ontario Flag will be raised on the left angled horizontal flag pole above Town Hall main entrance, while the Town of Kirkland Lake flag will be raised on the right respectively.

Administration are recommending that public requests for flag raisings occur at Town Hall as per the presented standard operating procedure (Attachment 2). When a request is made, Town staff will remove the Town of Kirkland Lake flag and fly the approved organization's flag. The Town is asking organizations to place their requests 30 days prior to their event to allow for processing and coordination.

Staff is proposing to limit roadway crowding on Kirkland Street related to flag raising requests, and as such are requesting that larger ceremonial observances be held at the Miners' Memorial site. All formal flag raisings would occur at Town Hall and would be coordinated by the Municipal Clerk's Office and the Public Works Department.

Timelines for requests and the consistent and transparent administrative process of a Flag Raising and Proclamation Program are also established in the proposed standard operating policy. Request forms for both flag raising and proclamation requests will be finalized upon the approval of the standard operating procedure by the CAO.

Administration recognize that flags are important symbols of honour and pride to be treated with respect and in a consistent manner. The Town of Kirkland Lake supports half-masting as an expression of collective sense of mourning or celebration that is shared by all the residents of Kirkland Lake. To celebrate together, the Town believes that flag raisings enhance public awareness of activities occurring in the community, including multicultural events and days of national importance.

Flag raising supports, promotes and acknowledges community organizations and groups that serve the Town and its residents.

The recommended standard operating procedure (Attachment 2) provides clear direction and addresses an administrative framework for the proper and consistent use of flags, flagpoles, the issuance of proclamations by the Mayor's Office on behalf of the Town of Kirkland Lake, and includes protocols, guidelines and etiquette surrounding half-masting observances at all Town managed facilities.

Pole Banners

Staff are suggesting that the Pole Banner Program be established in a separate policy (Attachment 3) to avoid any confusion with community observances for Flag Raising requests.

Administration believes that the Town's Pole Banner Program is progressing well and propose that the presented policy (Attachments 3 & 4) be approved to continue with past established protocols.

Pole Banners Installation and Removal Fee

It appears as though there is an unclear delineation on the Pole Banner Installation and Removal fee. Administration suggests that such a fee be included as part of the Town's User Fees By-Law and that the established fee of \$1,500.00 be included in Schedule 'A' of the Public Work's Department User Fees.

Flag Pole Replacement Costs

The question was posed as to whether flag poles can be erected at pre-established locations. Administration advise that the Public Works Department has received 2022 pricing for a 25' flagpole. The cost of the pole itself is \$2,095.95 and the freight associated with delivery is approximately \$479.22.

It should be noted that this figure does not include any fees associated with potential remediation to sidewalks or feasibility inspections surrounding the location of the poles.

Should it be Council's desire to entertain additional flag poles at any of our Town managed locations, administration suggest that funds be budgeted for 2023 surrounding those additions. In 2023, staff will undertake a review of the town-managed flag poles to identify any replacement needs and those associated costs will be presented as part of the 2024 budget submission.

Sidewalk painting – Observance of Pride Month

It was noted that there may be some interest in establishing a crosswalk for the month of Pride in future years. The Public Works Department have noted that the costs associated with painting a crosswalk is estimated to be \$2,500.00 per year for one (1) crosswalk in a variety of colors.

Town of Kirkland Lake – Report to Council – 41TProposed Changes to Flag Pole Banner and Announcement Protocols Policy

Should it be Council's desire to entertain such an endeavour, administration suggest that funds be budgeted in 2023 surrounding the painting of a crosswalk at the crossing between the CIBC Kirkland Lake Branch and the Granite Building (Service Canada) on Government Road for Pride Month as identified below (Appendix 'i'):



Should this be the case, administration would then recommend that the presented recommendation be amended to include the following language:

"AND THAT Council request that the sum required to paint the crosswalk between 21 Prospect Avenue and 13 Government Road West in observance of Pride Month be included in the 2023 Public Works Department's Operating Budget."

FINANCIAL CONSIDERATIONS

As part of Administration's 2022 Operating Budget, the Town has acquired two angled horizontal flag poles, purchased a replacement Canada Flag, an Ontario Flag, an official Town of Kirkland Lake Flag, Pride Flags as per the 2021 Direction of Council, and two (2) Survivor Flags (1 alternate) for the national observance of National Truth and Reconciliation Day in September.

Administration will be required to budget for replacement flags to ensure continuity of observances and in keeping with established etiquette protocols.

As noted within the rationale, there are a number of financial considerations to be decided by Council in future budget presentations, specifically surrounding flagpole remediation/ additions and/or the installation of painted crosswalks in observance of Pride Month.

RELATIONSHIP TO STRATEGIC PRIORITIES

Outstanding Service – Implement Sustainable Service Delivery and Develop Bette Communications & Enhanced Openness and Transparency.

Town of Kirkland Lake – Report to Council – Proposed Changes to Flag Pole Banner and Announcement Protocols Policy

ACCESSIBILITY CONSIDERATIONS

N/A

CONSULTATIONS

Senior Management Team

ATTACHMENTS

Attachment 1 - CORP2020-026 Flag Pole Banner and Announcement Protocols Policy

- Attachment 2 Proposed Proclamations, Flag Raising Request and Notice of Flag Half Masting Standard Operating Procedure
- Attachment 3 Proposed CORP2022-006 Pole Banner Program Policy and Pole Banner Application Form



POLICY	
Policy Number: CORP2020-026	Date Approved: December 1, 2020
Department: Corporate	Date Reviewed:
Flag. Pole Banner and Announcement Protocols	

1. Policy Statement

The Town of Kirkland Lake recognizes the symbolism of displaying flags and banners as a visual statement, recognizing Canada, Ontario, the Town of Kirkland Lake, local groups, special events and activities. The Town of Kirkland Lake holds these entities in high regard and wishes to emphasize the importance of publically recognizing these organizations and their institutions.

2. Purpose

This policy will provide a framework to ensure that flags at Municipal facilities are flown and displayed in an appropriate and consistent manner. This policy outlines the circumstances under which the Town will display flags at half-mast, as well as the design, approval, installation and maintenance of Pole Banners to ensure a consistent process for interested community groups. In addition, this policy provides a process to issue announcements, in the place of proclamations.

3. <u>Scope</u>

This policy applies to:

- i. Canadian Flag or Town of Kirkland Lake flags flown at municipally owned facilities,
- ii. Half-masting of flags flown at municipally owned facilities,
- iii. The design, approval, installation, maintenance and removal of Pole Banners placed on street poles located in the Town of Kirkland Lake as identified in schedule A to this policy.
- iv. Announcements made by Members of the Town of Kirkland Lake Municipal Council.

4. Definitions

Canadian Flag: The National Flag of Canada as approved by Parliament and proclaimed by Her Majesty Queen Elizabeth II, Queen of Canada, on February 15, 1965.

Half-mast: The position of the Flag when flying at half-mast will depend on its size, the length of the mast and its location. As a general rule, the centre of the Flag should be exactly half-way to the top of the mast. When raised to or lowered from the half-mast position, a flag should be first raised to the masthead.

Special Event or Activity: Defined as a one-time or infrequently occurring event and is an opportunity for a leisure, social or cultural experience outside of the normal range of choices or beyond everyday experience and are those activities that, in the opinion of the Chief Administrative Officer (CAO) or designate, have an identifiable community benefit and are consistent with the values and purpose of the Town of Kirkland Lake.

Pole Banner: A sign constructed of a pliable material, which is typically installed on a street pole on a temporary basis.

Community Organization: A charitable, not-for-profit, or government organization that wishes to pursue a Banner project.

5. Policy & Procedures

FLAGS

Displaying Flags

- 1. Only the National Flag of Canada, the Provincial Flag of Ontario and/or the Town of Kirkland Lake shall be flown on flagpoles owned and maintained by the Town of Kirkland Lake.
- 2. Flags will be displayed in accordance with the current guidelines set out by the Department of Canadian Heritage.

NOTE: The National Flag of Canada should always be flown on its own mast or flag pole; flag protocol dictates that it is improper to fly two or more flags on the same mast or flag pole (for example, one above the other).

3. When a flag becomes tattered and is no longer in a suitable condition for use, it shall be disposed of in a dignified way as identified in the guidelines set out by the Department of Canadian Heritage.

Flag Pole Locations

- Town Hall
- Development Services and Public Works Department
- Miner's Memorial Monument

Half-masting

Flags are flown at the half-mast position as a sign of respect and condolence or to commemorate significant dates.

The Town CAO is responsible for administering the half-masting protocol. Directors will be notified by email when flags are to be flown at half-mast. All notification emails will include the scheduled duration for the flag lowering and subsequent return to full-mast.

In accordance with the Department of Canadian Heritage, flags will be flown at halfmast on municipal properties upon the death of:

- The Sovereign, the Governor General and the Prime Minister,
- Sovereign's Family,
- Former Governor General,
- Former Prime Minister,
- Chief Justice of Canada and Members of the Canadian Ministry,
- Lieutenant Governors,
- Privy Councillors and Senators,
- Members of the House of Commons, and/or
- Accredited Heads of Mission to Canada while in Canada.

In addition, flags will be flown at half-mast upon the death of:

- the Premier of Ontario or another person similarly honoured by the Province of Ontario,
- the local Member of Parliament,
- the local Member of the Provincial Parliament,
- the Mayor,
- a sitting Member of Council,

- a current Municipal employee or volunteer firefighter, and/or
- a former Head or Member of Council.

Flags will be flown at half-mast from the time of notification of death until sunset on the day of the funeral or the memorial service.

Flags will also be flown at half-mast on the following commemorative dates:

- April 28 National Day of Mourning, and
- November 11 Remembrance Day.

Where the Town of Kirkland Lake Flag is flown or displayed with the Canadian Flag, the Canadian Flag will take the place of honour, which is to the left of the observer of the flags and the Town of Kirkland Lake Flag shall be on the right of the observer.

Where the Town of Kirkland Lake Flag is flown or displayed with the Canadian Flag and Province of Ontario Flag, the Canadian Flag shall occupy the centre position to the observer of the flags, the Province of Ontario Flag to the left and the Town of Kirkland Lake Flag to the right.

The Director responsible for the facility will maintain an inventory of flags flown at Municipal facilities and properties and will arrange for replacement of flags as needed.

POLE BANNERS

Seasonal Pole Banners will be installed four times per year. In addition, Council may approve supplementary installations for the promotion of civic, charitable or community events that are held to benefit the community at large, affiliated community groups, registered charities or other similar not-for-profit groups within the Town of Kirkland Lake.

The Town recognises the benefit of a limited number of Pole Banners to promote local groups, special events, and activities consistent with the purpose and values of the Town of Kirkland Lake. The installation of Banners enhances the community and compliments the surrounding neighbourhoods, thereby contributing to the overall quality of life in the community and enhancing resident and visitor experience.

The Director of Public Works is responsible for accepting and processing Pole Banner Applications.

Community organizations are solely responsible for designing, purchasing, maintaining, replacing and storing their Banners.

The Public Works Department will be responsible for the installation and removal of Banners in the locations specified in Schedule A.

Procedure

A Pole Banner Application must be submitted to the Town of Kirkland Lake Director of Public Works no less than 60 days prior to the requested installation date. The application must include:

- A description of the Special Event including the purpose of the event and an explanation of the event's benefit to the community,
- A description of the organization including its' intended purpose for pursuing the Banner project,
- Contact information for the group and/or the individual assigned to the Banner project,
- The proposed Banner design including measurements, fastening specifications, colours, text, and graphic content, and
- The requested installation and removal dates.

Installations may be permitted for the promotion of civic, charitable or community events, affiliated community groups, registered charities or other similar not-for-profit groups held to benefit the community at large.

Banner approvals are not guaranteed. In the case of multiple applications for the same date, preference will be given on a first-come first-served basis.

Authorized Banner locations are identified in Schedule A.

Installation and Removal

- a) Banners shall only be installed or removed by Town of Kirkland Lake authorized personnel.
- b) Banners are to be provided to the Town in the correct size and in ready-toinstall condition. Banners that fail to meet the size and installation specifications will result in the installation approval being revoked. Banners in poor repair will not be installed and will be available to be collected at the Public Works Department by the organization.
- c) All Banners shall be delivered to the Town of Kirkland Lake Public Works Department at least two business days prior to the installation date. Failure to meet the delivery deadline will result in the installation approval being revoked.
- d) The date and time of installation shall be at the discretion of the Public Works Department and is conditional upon workload, weather conditions, staff resources, and equipment availability.
- e) Specific Streetlight Pole Banner locations shall be chosen at the discretion of the Public Works Department to ensure operational efficiency during installation.
- f) Banners are to be collected by the relevant organization within seven days of being removed. The Town of Kirkland Lake assumes no responsibility for Banners that are not collected within the specified time.

Liability

The applicant shall agree to assume full liability and indemnify the Town of Kirkland Lake for damage to persons or property arising from the display, installation, maintenance, and/or removal of the Banners and provide proof of insurance.

Design Guidelines

A. Flag Order Information

- Materials shall be selected for durability and dimensional stability e.g. sunbrella dual ply
- 2 sided print
- 28" width x 60" length
- 3.5" pockets top and bottom; with two grommets

B. Colours

- Vivid and contrasting colours are recommended
- Colour pigments or dyes should be selected for exterior applications and be resistant to fading or colour bleeding.
- Colours should be bold and able to stand out when viewed at a distance

C. Graphics / Banner Content

- Banner content should graphically convey the message of the event or its purpose in a simple manner using bold colors and a minimum number of images and text to inform the public of the event and avoid visual confusion.
- No commercial advertising will be allowed, except in cases where a sponsoring

entity's name is part of the name of the event.

• Banner content shall be subject to review and approval.

D. Costs

- The applicant is responsible for the cost of supplying the banners as well as the installation and removal fees.
- Municipal Council will approve banner installation and removal fees annually.
- Organizations requesting the waiving of installation and removal fees shall apply to the Community Grants Program.

ANNOUNCEMENTS

The Town of Kirkland Lake will not issue proclamations to recognize public campaigns, charitable fundraising campaigns, and/or arts and cultural celebrations. Members of Council may announce at a Regular Council Meeting any day, week or month recognizing a cause in the greater good of the residents in accordance with this Council approved policy. The Town of Kirkland Lake Council has sole authority to approve or deny requests for announcements.

Announcement Criteria

Announcements shall be issued only to recognized Town of Kirkland Lake organizations and not to individuals.

Announcements must demonstrate an interest in or have a relationship with the Town of Kirkland Lake including, but not limited to the following:

- Arts or cultural celebrations
- Charitable campaigns
- Civic Promotions
- Public awareness campaigns
- Honouring Organizations for special achievements

Process

The request for an announcement must be submitted by an organization in writing on its letterhead and must include background information about the event requested to be announced. The request is to be submitted to the Municipal Clerk who will place on the Weekly Communication to Council if it meets the announcement criteria. Any Member of Council may then choose to announce the requested information at an upcoming Council Meeting in support of the requesting organization.

6. Summary

Consistency in the application of requests and protocols for flags, pole banners and announcements allow residents and organizations to understand the processes involved.

Banner Locations





STANDARD OPERATING PROCEDURES

Department: Corporate Wide	Department Section: Corporate Services and Public Works Services
Approved by: TBD	Date: TBD
References: N/A	Date Revised:

STANDARD OPERATING PROCEDURE

Proclamations/Flag Raising Requests and Notices of Flag Half Masting

REQUIRED COMPETENCIES

N/A

DEFINITIONS

N/A

PROCEDURE

1. Purpose:

1.1. To set out The Corporation of the Town of Kirkland Lake's (the Town) uniform approach to requests for support of public awareness campaigns and flag raisings for various organizations, community and citizen matters. This standard operating procedure also applies to the formal etiquette surrounding the half-masting of flags flown on controlled Town flag poles/staff.

2. Scope:

- 2.1. This procedure applies to requests which meet at least one of the following criteria:
 - a) The requesting body is another sovereign nation, registered charity or not forprofit organization/societies, including arts, athletic and cultural celebrations to help increase public awareness of their programs and activities.

- b) The request can demonstrate that the cause if of benefit to and/or supports the residents of the Town and/or relates to an important event taking place in the Town.
- c) The Proclamation promotes the initiatives or interests of the Town, Provincial and Federal levels of Government.
- d) At the discretion of Council, Proclamations/Flag Raising requests will not be considered for the following requests:
 - political parties or organizations;
 - commercial entities or in celebration of corporate events;
 - intent that is contrary to Town policies or by-laws; and
 - organizations requesting flag raisings that support hatred, violence or racism.
- 2.2. This operating procedure does not apply to any initiative or operation of the Town Council with regard to flag raisings.

3. Flag Etiquette:

- 3.1. The Town will fly flags in accordance with the display etiquette outlined in the protocols established by Heritage Canada and set out as follows:
 - a) Flagstaffs should be of the same height when there is a grouping of flagstaffs;
 - b) The Canadian Flag (National Flag) should be given the place of honour and as such NO flag should be flown or displayed above the Canadian Flag;
 - c) Flags that are flown together should be approximately the same size; and
 - d) The following precedence should be given if more than one flag is displayed in a grouping:

Number of Flagstaff	Location
One Flagstaff National Flag of Canada	The flag should appear on the central or sole flagstaff. No other flag(s) shall be placed below the National Flag of Canada.

Town of Kirkland Lake – Standard Operating Procedure – Proclamations/Flag Raising Requests and Notices of Flag Half Masting

Number of Flagstaff	Location
Two Flagstaff National Flag of Canada Town of Kirkland Lake Flag	The National Flag of Canada is positioned furthest to the left of an observer facing the flagpoles and any building with their back to the roadway.
Three Flagstaff National Flag of Canada Province of Ontario Flag Town of Kirkland Lake Flag	The National Flag of Canada is positioned on the stand alone flag staff flying higher than the flag poles installed at the entrance of Town Hall.
	The second-ranking flag (Ontario) placed to the left and the third ranking flag (Kirkland Lake) to the right of an observer facing the main entrance at Town Hall.

- e) When raising and lowering flags, the National Flag of Canada should be raised first and lowered last, unless the number of flags permits them to be raised and lowered simultaneously.
- f) When a flag becomes worn, noticeably faded or otherwise unfit for service, it will be disposed of privately by burning.
- g) The National, Provincial and Town flags should not be used as a table/seat cover, as a masking for boxes or as a barrier on a dais or platform.
- h) Nothing should be printed or sewn on the Town Flag.
- i) The National, Provincial and Town flags should not be signed or marked in any way.

4. Flag Raising Request Procedures:

4.1. General Information on Processing Requests

- a) Requests for flag raisings shall be submitted to the Municipal Clerk's Office in the prescribed form either in person or through electronic submission via email (clerk@tkl.ca) or through any future digitally developed online portal on the Town's website at least 30 days prior to the requested date.
- b) The flying of a requested organization/society's flag will be upon availability (first come first served) and will be flown for a period of one (1) business day.
- c) Alternative arrangements such as an extension of a flag being flown for a maximum of two (2) business days, is subject to the availability of the flagstaff and at the discretion of the Chief Administrative Officer and Municipal Clerk.

Town of Kirkland Lake – Standard Operating Procedure – Proclamations/Flag Raising Requests and Notices of Flag Half Masting

- d) All flag raising ceremonies are conducted at Town Hall on the angled horizontal flag poles over the main entrance of the building. The Town of Kirkland Lake Flag is removed from its corresponding flagpole and substituted by the requesting organization's flag.
- e) From time to time and due to special circumstances, etc. the official flag raising will occur at Town Hall with a maximum of 10 on-site participants including media. Requesting organizations (10+ participants) will be redirected to conduct other festive ceremonies (including but not limited to media scrums, large public awareness campaigns, etc.) at the Miners' Memorial site for health and safety reasons in order to curb road access overcrowding in and around Town Hall. Requesters will be notified when their request is submitted if their festivities need to be redirected to the Miners' Memorial site by the Municipal Clerk's Office staff. No official flag raising ceremony will take place at the Miners' Memorial site in accordance with the National Flag Etiquette protocols (1 flagstaff).
- f) Flags are required to be no larger than 36"x72" (90 cm x 180 cm) and must be in good condition to be mounted and displayed.
- g) It is the responsibility of the requesting organization to pick up their flag after the ceremony. The Municipal Clerk's Office staff will contact organizations to pick up their flag once they are taken down by the Town's Public Works Departmental staff.
- h) Flags will not be mailed out to organizations or stored at Town Hall or by the Municipal Clerk's Office.
- i) All requesting organization flags will be removed from the angled horizontal flag poles above the main entrance of Town Hall for any national half-masting observations. The only exception will be if commemorative flags are being installed in observance of a national half-masting e.g. National Truth and Reconciliation Day. Any break of observance due to national half-masting requirements will be communicated with affected requesting organizations.
- j) Should a second flag staff be erected at either the Miners' Memorial site, the Fire Hall or the Physical Services Building, clause 4.1 e. above will be nullified, and the Municipal Clerk shall undertake a review of this Standard Operating Procedure and the Town's Flag Raising Protocol in order to present Town Council with further alternatives to (an) official flag raising and/or ceremonial location(s).

4.2. Processing a Flag Raising/Proclamation Request

- 4.2.1. The Municipal Clerk's Office staff shall ensure the availability of the requested date for flag raising by verifying the "Flag Raising" Outlook calendar.
- 4.2.2. The Municipal Clerk's Office staff then sends an email to the Mayor (or designate) to canvass their availability and to provide notice of any proclamation requests associated with the flag raising.
- 4.2.3.Once confirmed, the Municipal Clerk's Office staff then contacts (via email/telephone) the requesting agency representative and:
 - acknowledges receipt of the request;
 - confirms the Mayor's (or designate) attendance;
 - identifies that the organization's flag must be received at least 10 days prior to the event; and
 - requests details surrounding the request for the internal TKL staff and Council Weekly publications.
- 4.2.4. Proclamations are ceremonial documents issued and signed by the Mayor to recognize the value and importance of a person, event, campaign, or organization for a certain day, week, or month. These proclamations are an official announcement issued by the Mayor on behalf of Council. Acknowledgement is normally given to reward the efforts and commitment of individuals or organizations that enhance our community and are significant to Kirkland Lake residents. Individuals/organization seeking proclamations to recognize regional/provincial/national causes or events will be redirected to the appropriate order of government. The Town reserves the right to decline any request. Should a proclamation be requested:
 - a) the requesting organization is responsible for sending suggested proclamation text to the Municipal Clerk at a minimum of 10 days prior to the event (same day that the organization's flag is to be delivered).
 - b) The Municipal Clerk or designate may make alterations to the supplied text.
 - c) The Municipal Clerk's Office staff prepare the proclamation for the Mayor's signature.
 - d) The organization is contacted to pick up the proclamation at Town Hall and to bring it on-site for the Mayor or designate to read at the official flag raising ceremony.
 - e) The Town's Communications Coordinator shall circulate and share the proclamation to Northern News and CJKL contacts and post same on the Town's social medial channels (Facebook, Twitter, etc.) the day of the observed flag raising.

- 4.2.5. The Municipal Clerk's Office staff secure the date in the "Flag Raising" Outlook calendar and ensures the following contacts are included:
 - Council (all members via corporate email addresses)
 - The Town's Communications Coordinator
 - All members of the Senior Management Team
- 4.2.6. The contents of the invitation include:
 - a) the organization's request form;
 - b) notice of the Mayor's (or designate) attendance;
 - c) any designated time that the official flag raising will take place; and
 - d) if applicable, any disruptions to the requested observance due to national half-masting precedence.
- 4.2.7. The Municipal Clerk's Office staff drafts the internal circulation to all staff in the TKL Weekly publication preceding the flag raising.
- 4.2.8. On the business day before the dedicated flag raising, the Municipal Clerk's Office staff shall email the Director of Public Works or designate to have their assigned staff pick-up the flag from the Municipal Clerk's Office for installation. Any specified time associated with the official raising of a flag shall be identified at this time.
- 4.2.9. The following day, the designated staff from the Public Works Department remove the flag and return it to the Municipal Clerk's Office. If the observance period is longer than 1 business day, then clear directive on the date of removal shall be provided.
- 4.2.10. The Municipal Clerk's Office staff notify the organization's representative, in writing (formal notice via email), that their flag is ready for pick-up upon the observance period ending.
- 4.2.11. Flags become forfeited if arrangements have not been made or flags are not picked-up within 30 days of formal notice being provided by the Municipal Clerk's Office staff.

5. Flag at Half-Mast Procedures:

5.1. Half-Mast Criteria / Protocols

- 5.1.1. The following protocol should be followed with respect to the Town flying flags at half-mast upon the death of the following or day of significance:
 - a) The Sovereign or a member of the Royal family related in the first degree to the Sovereign (spouse, son or daughter, father, mother, brother or sister);
 - b) The current or a former Governor General of Canada;
 - c) The current or a former Prime Minister of Canada;
 - d) The current member of the House of Commons for the local riding;
 - e) The current or a former Lieutenant-Governor of Ontario;
 - f) The current or a former Ontario Premier;
 - g) The current member of the Provincial Legislative Assembly for the local riding;
 - h) The current or former Mayor of the Town of Kirkland Lake;
 - i) A current or former member of the Town Council;
 - j) A current Town Employee, Volunteer or Committee of Council Member;
 - k) A member of the Kirkland Lake Detachment of the Ontario Provincial Police;
 - A Canadian Armed Forces member killed in active duty who is the son or daughter of a Kirkland Lake resident. Notification to the Municipal Clerk is required; and
 - m) Upon special request approved by the Mayor, or in their absence of office, the appointed Deputy Mayor in consultation with the Chief Administrative Officer.
- 5.1.2. When flagstaffs are in a grouping and the flags are able to be lowered to half-mast, all flags flown together should be flown at half-mast.
- 5.1.3. Flags will only be half-mast on those flagpoles fitted with halyards and pulleys. Flags that are flown on horizontal or angled poles will remain in original position.

5.2. Half Masting Directed Procedure

- 5.2.1. Where the Town is made aware of a situation identified in paragraph 5.1.1.:
 - a) The Mayor and Municipal Clerk discuss arrangements.
 - b) The Municipal Clerk forwards the Mayor's message to all of Council and Senior Management surrounding the reason for the flags to be lowered.
 - c) The Municipal Clerk communicates the lowering of the flags with all Town Staff.
 - d) The Municipal Clerk (or designate) sends an email to the Director of Public Works to request that the flags be flown at half-mast. Flags should NOT be lowered unless direction is received by the Municipal Clerk or Chief Administrative Officer.
 - e) The flags will remain in the half-mast position from the day of death and up to and including the day of the funeral, or, at the discretion of the Mayor in consultation with the Municipal Clerk or Chief Administrative Officer.
- 5.2.2. For days of significance, flags will remain in the half-mast position from sunrise to sunset or from the closing of the last scheduled workday to the reopening of the office, or, at the discretion of the Mayor in consultation with the Municipal Clerk or Chief Administrative Officer.
- 5.2.3. Flag raising ceremonies scheduled on days where flags are to be flown at half-mast will be rescheduled to a later date as deemed available by the Chief Administrative Officer and Municipal Clerk.

APPENDIX

- Appendix A Flag Raising Request Form
- Appendix B Proclamation Request Form



POLICY			
Policy Number: CORP2022-006	Date Approved:		
Department: Corporate	Date Reviewed:		
Pole Banner Program			

1. Policy Statement

The Town of Kirkland Lake recognizes the symbolism of displaying Pole Banners as a visual statement, recognizing local groups, special events and activities. The Town of Kirkland Lake wishes to emphasize the importance of publicly recognizing these community partners and their institutions. The installation of Pole Banners enhances the community and compliment the surrounding neighbourhoods, thereby contributing to the overall quality of life in the community and enhancing resident and visitor experiences.

2. Purpose

This Policy provides a framework to ensure that Pole Banners are flown and displayed in an appropriate and consistent manner. This Policy also outlines the circumstances under which the Town will display Pole Banners and their design, approval, installation and maintenance to ensure a consistent process for interested community partners.

3. <u>Scope</u>

This Policy applies to the design, request, approval, installation, maintenance and removal of Pole Banners placed on street poles located within the Town of Kirkland Lake as identified in Schedule 'A' to this Policy.

4. Definitions

4.1. **Special Event or Activity:** meaning a one-time or infrequently occurring event that is also an opportunity for a leisure, social or cultural experience outside of the normal range of choices or beyond everyday experience and are those activities that, in the opinion of the Director of Public Works or designate, and/or the Chief Administrative Officer (CAO) or designate, and/or Council, have an identifiable community benefit and are consistent with the values and purpose of the Town of Kirkland Lake.

- 4.2. **Pole Banner:** meaning a sign constructed of a pliable material, which is typically installed on a street pole on a temporary basis.
- 4.3. **Community Partners:** meaning a charitable, not-for-profit, or government organization that wishes to pursue a Banner project. The words 'applicants', 'local groups', 'organizations' or 'partners' are interchangeable within this Policy.
- 4.4. **Town:** meaning The Corporation of the Town of Kirkland Lake or also referenced as Town of Kirkland Lake.
- 4.5. **Council:** meaning the whole of Council for The Corporation of the Town of Kirkland Lake.
- 4.6. **Public Works Department:** meaning at the direction of the Director of Public Works or their designate.

5. Policy & Procedures

- 5.1. Pole Banners will be installed four (4) times per year (seasonally).
- 5.2. Council may resolve to approve supplementary installations for the promotion of civic, charitable or community events that are held to benefit the community at large, affiliated community groups, registered charities or other similar not-for-profit groups within the Town of Kirkland Lake.

Program Management

- 5.3. The Public Works Department is responsible for managing requests for application of the Pole Banner Program at the Town of Kirkland Lake.
- 5.4. The Director of Public Works or designate is responsible for approving Pole Banner application requests. The Director of Public Works will determine approval of a request with the following eligibility criteria:
 - i) the proposed Special Event or Activity's promotion will benefit the community at large.
- 5.5. Should the meeting of eligibility criteria be unclear, the Director of Public Works or designate will consult with the Chief Administrative Officer or designate to identify if the request should be brought to Council for approval.

Responsibility

5.6. Community Partners are fully responsible for the designing, purchasing, maintaining, replacing and storing of their Pole Banners.

5.7. The Public Works Department is solely responsible for the installation and removal of approved Pole Banners as per the permissible locations established in Schedule 'A'.

Form of Application

5.8. A Pole Banner Application (Schedule 'B') must be submitted to the Town's Public Works Department **no less than 60 days** prior to the requested installation date.

The application must include:

- a) a description of the Special Event including the purpose of the event and an explanation of the event's benefit to the community;
- b) a description of the organization including its' intended purpose for pursuing the Banner project;
- c) contact information for the group and/or the individual assigned to the Banner project;
- d) the proposed Banner design including measurements, fastening specifications, colours, text, and graphic content; and
- e) the requested installation and removal dates.

Approval

5.9. Pole Banner approvals <u>are not guaranteed</u>. In the case of multiple applications for the same date, preference will be given on a first-come first-served basis.

Authorized Pole Banner Locations

5.10. Authorized Pole Banner locations are identified in Schedule 'A'.

Installation and Removal

- 5.11. Banners shall only be installed or removed by Town of Kirkland Lake authorized personnel in the Public Works Department.
- 5.12. Banners are to be provided to the Town in the correct size and in ready-to-install condition. Banners that fail to meet the size and installation specifications will result in the installation approval being revoked. Banners in poor repair will not be installed and will be available to be collected at the Town's Public Works Department by the organization.

- 5.13. All Pole Banners shall be delivered to the Town's Public Works Department at least two (2) business days prior to the installation date. Failure to meet the delivery deadline will result in the installation approval being revoked.
- 5.14. The date and time of installation shall be at the discretion of the Public Works Department and is conditional upon workload, weather conditions, staff resources, and equipment availability.
- 5.15. Specific Streetlight Pole Banner locations shall be chosen at the discretion of the Public Works Department to ensure operational efficiency during installation.
- 5.16. Banners are to be collected by the relevant organization within seven (7) days of being removed. The Town of Kirkland Lake assumes no responsibility for Banners that are not collected within the specified time.

Service Agreement

5.17. Any organization that wishes to commission the Town to put up Pole Banner flags will be required to enter into a Service Agreement with the municipality clarifying expectations and responsibilities.

Pole Banner Design Guidelines

- 5.18. Flag Order Information:
 - a) Materials shall be selected for durability and dimensional stability e.g. sunbrella dual ply;
 - b) 2 sided print;
 - c) 28" width x 60" length; and
 - d) 3.5" pockets top and bottom; with two grommets.
- 5.19. Pole Banner Colours
 - a) Vivid and contrasting colours are recommended;
 - b) Colour pigments or dyes should be selected for exterior applications and be resistant to fading or colour bleeding; and
 - c) Colours should be bold and able to stand out when viewed at a distance.
- 5.20. Graphics / Pole Banner Content
 - a) Banner content should graphically convey the message of the event or its purpose in a simple manner using bold colors and a minimum number of images and text to inform the public of the event and avoid visual confusion;

- b) No commercial advertising will be allowed, except in cases where a sponsoring entity's name is part of the name of the event; and
- c) Banner content shall be subject to review and approval.

Costs

5.21. Applicants are responsible for the cost of supplying the Pole Banners as well as the installation and removal fees as set out by the Town's User Fee By-Law.

6. Open and Transparent Program

The establishment of the Pole Banner Program Policy demonstrates the Town's commitment in offering fair and consistent service to Community Partners.



Pole Banner Application

Policy Number: CORP2022-006

This Pole Banner Application must be submitted to the Town of Kirkland Lake's Director of Public Works no less than 60 days prior to the requested installation date.

Today's Date:
Name of Applicant:
Billing Address:
Phone Number:
Email Address:
Banner Information
a) Requested Installation date:
b) Requested Removal date:
c) Description of the Special Event including the purpose of the event and an explanation of the event's benefits to the community
d) Description of the organization including its intended purpose for pursuing the Banner project

e) Contact information for the group and/or the individual assigned to the Banner Project

f) Information on proposed Banner design inc colours, text, and graphic content (provide	luding measurements, fastening specifications, picture)
g) How many Banners? (maximum = 36)	
h) Location of Banners to be installed:	Use Schedule "A " in Policy Number: CORP2022-006
<u>Costs:</u>	

- Requesting applicants are responsible for the cost of supplying the pole banners as well as the installation and removal fees.
- Pole Banner Installation and Removal Fees are as set out in the Town's User Fees By-Law.

General Notes:

- Please read Policy Number CORP2022-006 in its entirety before submitting your application.

- Requesting applicants will be required to enter into a Service Agreement in the form satisfactory to the municipality.
- Pole Banner approvals are not guaranteed.

Applicant's Signature

Date:



REPORT TO COUNCIL			
Meeting Date: 16/08/2022	Report Number: 2022-DEV-034		
Presented by: Jenna McNaughton	Department: Development Services		

REPORT TITLE

Amendment to Site Plan Control Agreement for 155 Government Road West

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-DEV-034 entitled **"Amendment to Site Plan Control Agreement for 155 Government Road West"** be received;

AND THAT Council hereby approve the amendment to the Site Plan Control Agreement for 155 Government Road West;

AND THAT Council authorize the Mayor and Clerk to execute the Site Plan Control Agreement and all appropriate documents;

AND FINALLY THAT the By-Law be given three (3) readings at the August 16, 2022 meeting of Council.

INTRODUCTION

An application was received for an amendment to an existing Site Plan Control Agreement (SPCA) for 155 Government Road West, McDonald's Restaurant. The applicant has proposed the installation of a dual ordering drive-thru. As a result of the proposal, the site plan would be significantly altered, triggering an amendment for the existing SPCA.

DISCUSSION

The McDonald's restaurant has proposed to install a dual ordering drive-thru; allowing two customers to place an order at the same time. The proposed amendment will remove eight parking spaces at the rear of the lot adjacent to the waste shed. The elimination of these parking spaces does not affect the total amount of spaces required for the restaurant at twenty-nine (29), including one accessible space. The total amount of parking proposed is 41 spaces. The Zoning By-Law requires that drive-thrus must be able

to stack a minimum of 10 vehicles from the last window. The proposal indicates that 11 vehicles will be able to stack on the property.

In addition to replacing the existing Schedule "B", there were small updates to the existing agreement, to capture updated acts and legislation. Staff have reviewed the proposal for compliance with the Zoning By-Law, and found no concerns relating.

The Planning Advisory Committee met on July 28, 2022 to review the proposal and recommended the following to Council for consideration:

"Be it resolved that the Planning Advisory Committee recommend to Council that the proposed amendment to the Site Plan Control Agreement for 155 Government Road West, be approved."

OTHER ALTERNATIVES CONSIDERED

Council may choose to not approve the amendment; however this may result in a lack of modernization and development of the existing restaurant, and any future applications.

FINANCIAL CONSIDERATIONS

Amendments to Site Plan Control Agreements have a user fee of \$1,530.00; however the costs of registering the document on title is burdened by the municipality. The user fee accounts for the cost to the municipality.

ALIGNMENT TO STRATEGIC PRIORITIES

N/A

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

The proposed amendment to the Site Plan Control Agreement for 155 Government Road West is in compliance with the Zoning By-Law. Staff recommend that Council proceed with approving the amendment.

CONSULTATIONS

Planning Advisory Committee

Chief Building Official

Senior Management Team

ATTACHMENTS

Attachment 1 – By-Law 90-029 – Existing Site Plan Control Agreement

Attachment 2 – Proposed Site Plan Control Agreement



BYLAW NO. 90-029

Being a Bylaw authorize the Execution of a Site Plan Agreement with McDonalds' Restaurants of Canada Limited.

The Council of the Corporation of the Town of Kirkland Lake enacts as follows:

1. THAT the Mayor and Clerk be and they are hereby authorized to execute a Site Plan Agreement with McDonalds' Restaurants of Canada Limited, a copy of which Agreement is attached and marked schedule "A" to this By-law.

READ a first time in Open Council this 6th day of March, 1990.

allande MAYOR

CLERK

READ a second and third time in Open Council, enacted and passed this 6th day of March, 1990.

allinde MAYOR

CLERK

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT, made in sextuplicate this 7 day of March, $19\frac{99}{2}$.

BETWEEN:

Ŀ,

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE hereinafter called the "Town"

OF THE FIRST PART

AND

hereinafter called the "Developer"

MCDONALD'S RESTAURANTS OF CANADA LTD.

OF THE SECOND PART

WHEREAS The Town has enacted Site Plan Control Provisions being By-law No. 85-94 pursuant to the provisions of Section 40 of The Planning Act, R.S.O. 1983,

AND WHEREAS the Developer is the owner of the lands described as Part 8 of Registered Plan 54R-3429 as shown on Schedule "A" attached hereto.

AND WHEREAS the Developer has applied to the Town for approval of the plans as received by the Department of Public Works on the prescribed forms and the said department has approved of said plans, subject to the Developer entering into a Site Plan Control Agreement;

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS: 1. This Agreement shall apply to the Developer's lands which are shown outlined in black on Schedule "A" attached hereto.

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2. The Developer covenants and agrees that no development will proceed on lands described in Schedule "A" except as shown on plans approved by the Town pursuant to Section 40 of The Planning Act, 1983 and more particularly identified in Schedule "B" hereto.

3. The Developer further agrees that the proposed building, structure and other works on the plans as Schedule "B" shall be completed in conformity with the said plans and shall do all acts to provide for the maintenance and use of the requirements set out in the said plans.

4. The Developer further covenants and agrees, in addition to Section 2 and 3 and without limiting the generality of Sections 2 and 3 or any other sections of this Agreement, at his own costs:

- a) To complete the installation of all services works and facilitate as shown on the said Schedule "B".
- b) To provide and maintain at all times such parking and loading facilities convenient to users and ensuring orderly and safe vehicular and pedestrian movements as shown on Schedule "B".

c) To provide and construct all drainage to the satisfaction of the Town by way of a surface drainage easement over Part 9 of Reference Plan 54R-3429 , (see Schedule "A").

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- d) To provide such walls, fences, hedges, trees, shrubs, sod or other landscaping as shown on the said Schedule "B".
- e) To provide and maintain at all times such parking and loading areas as shown on Schedule "B" and shall be surfaced in asphalt.
- f) To provide a vault and garbage collection point as shown on Schedule "B".
- g) To provide gradings of driveways not exceeding 2 (percent) within 30 feet of street line.
- h) To provide such floodlighting for the safety of vehicular and pedestrian traffic and in accordance with Schedule "B".
- Sole access to Government Rd. shall be over a Right-of-Way , designated as Parts 6 and 7 on Reference Plan 54R-3429.

5. The Developer covenants and agrees that all conditions as set out in Section 2 and 3 and as shown on Schedule "B" shall be completed on or before <u>December 31</u>, <u>1991</u>.

6. The Developer further covenants and agrees that if substantial construction on the said lands has not commenced within one year of the execution of this Agreement, all approval of the plans as shown on Schedule "B" shall be null and void. 7. The Developer further covenants and agrees:

a) Should the Developer default in any of its obligations as set out in the Agreement, or fail to provide or construct any of the works described in this Agreement in the time limit which is provided herein, the Town, at its option, may enter upon the said lands and complete such obligations or works and charge the total cost thereof to the Developer and the cost shall be added to the Collector's Tax Roll and collected in a like manner as taxes.

-4-

8. The Developer will indemnify the Town and each of its officers, servants and agents from all loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned or of the supply or non-supply of material therefore, whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without egligence on the part of the Developer or its contractors, officers, servants or agents, or whether such loss, damage, damages, costs, expenses, claims, demands, actions, other proceedings are occasioned to or made or brought against the Developer or its contractors, officers, servants or agents the Town, its officers, servants or BCCBER

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9. The Developer agrees to consent to the registration of this Agreement against the said lands by way of Notice of Agreement.

10. This Agreement shall ensure to the benefit of and be binding upon the parties herein, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto placed their respective corporate seals by the hands of the officers authorized in that behalf.

SIGNED, SEALED AND DELIVERED in the presence of:

TOWN OF KIRKLAND LAKE Officers: Date.

THE CORPORATION OF THE

Company Nam	eMcDonald's Restaurants of Canada Limited
Signatures_	Duold L. Cohen
Witness	
Date Feb	23/90

Seal

Seal

8



SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT, made this 16th day of August, 2022

BETWEEN

The Corporation of the Town of Kirkland Lake

(Hereinafter called the "Town")

OF THE FIRST PART

AND

JNB Restaurants Limited

(Hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS the Town has enacted Site Plan Control Provisions being By-Law 85-94 pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, as amended;

AND WHEREAS the Owner has an active Site Plan Control Agreement, via By-Law 90-029;

AND WHEREAS the Owner is the registered owner of the lands described as 155 Government Road West, Town of Kirkland Lake, District of Temiskaming (Part 8 of Registered Plan 54R-3429), hereinafter called the "subject lands" as shown on Schedule "A" attached hereto.

AND WHEREAS the "subject lands" are zoned to permit the construction of a restaurant, including a drive thru, according to the layout shown on Schedule "B".

AND WHEREAS the Owner has applied to the Town for approval of the plans as received by the Department of Development Services on the prescribed forms and the said department has approved of said plans, subject to the Owner amending the existing Site Plan Control Agreement;

NOW THEREFORE BE IT RESOLVED that in consideration of the promises and covenants contained herein, the parties hereto agrees as follows:

- 1. This Agreement shall apply to the Owner's lands which are described in Schedule "A".
- The Owner covenants and agrees that no development will proceed on the subject lands except as shown on plans approved by the Town pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended, and more particularly identified in Schedule "B".

- 3. The Owner further agrees that the proposed building, structure and other works on the plans as Schedule "B" shall be completed in conformity with the said plans and shall do all acts to provide for the maintenance and use of the requirements set out in the said plans.
- 4. The Owner covenants and agrees, in addition to Section 2 and 3 and without limiting the generality of Section 2 and 3 or any other sections of this Agreement, at their own costs:
 - a. To complete the installation of all services, works and facilitate as shown on the Schedule "B".
 - b. To provide and maintain at all times, such parking and loading facilities convenient to users and ensuring orderly and safe vehicular and pedestrian movements as shown on Schedule "B".
 - c. On-site parking for service and customers, consisting of not less than twenty-nine (29) parking spaces, shall be provided and maintained by the Owner as set out on Schedule "B".
 - d. One (1) accessible parking spaces of the on-site parking shall be dedicated to individuals with physical disabilities, as set out on Schedule "B" hereto.
 - e. To provide and maintain at all times such parking and loading areas as shown on Schedule "B" and shall be surfaced in asphalt.
 - f. To provide and construct all drainage to the satisfaction of the Town by way of surface drainage easement over Part 9 of Reference Plan 54R-3429 (see Schedule "A")
 - g. To provide such walls, fences, hedges, trees, shrubs, sod or other landscaping as shown on Schedule "B".
 - h. To provide a vault and garbage collection point as shown on Schedule "B".
 - i. To provide grading of driveways not exceeding 2% (percent) within 30 feet of street line.
 - j. To provide such floodlighting for safety of vehicular and pedestrian traffic in accordance with Schedule "B".
 - k. Sole access to Government Road shall be over a Right-of-way designated as Parts 6 and 7 on Reference Plan 54R-3429.
 - I. Snow removal of all access roads, driveways, parking, loading areas and walkways shall be provided and maintained at the owner's expense.
 - m. To place snow on property in accordance with Schedule "B" hereto.
- 5. The Owner covenants and agrees that the development on the subject lands will meet the accessibility criteria presented in the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11.
- 6. The Owner further agrees that the proposed building(s) and/or structure(s) and other works on the plan identified in Schedule "B" shall be completed in

conformity with the said plan and shall do all acts to provide for the maintenance and use of the requirements set out in the plan. Minor variances from the plans resulting from approved Change Orders by the Town in the course of construction will be permitted.

- 7. The Owner shall not be held responsible for damages caused by delay or failure to perform its undertakings under the terms of this Agreement when the delay or failure is due to fire, strikes, material shortages, floods, Acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonable be foreseen or provided against. If the Owner is so delayed, time for performance will be extended by such reasonable period as may be necessary to overcome the effect of the delay.
- 8. The Owner agrees to the registration of this agreement against the Subject Lands to the intent that provisions hereof shall run with the land and be binding upon the Owner and any and all subsequent owners to the said lands. The Owner agrees to bear all costs associated with the preparation and registration of this Agreement against the Subject Lands.
- 9. The Owner shall contain any and all construction debris on the Subject Lands. Any debris from the project site which does spill onto any adjacent lands shall be removed forthwith by the Owner at the sole risk and expense of the Owner. The Town may give the Owner notice, or post a notice to this effect on the Subject Lands, for the owner to remove and or clean up and such construction debris. In the event that any such debris remains after the expiry of such notice that the Owner hereby authorizes the City to remove and or clean up any such construction debris and to add any City costs therefore to the property taxes for the subject lands, to be collected in like manner as municipal property taxes.
- 10. Should the Owner default in any of its obligations as set out in the Agreement, or fail to provide or construct any of the work described in this Agreement in the time limit which is provided herein, the Town, at its option, may enter upon the said lands and complete such obligations or works and charge the total cost thereof to the Developer and the cost shall be added to the Collector's Tax Roll and collected in a like manner as taxes.
- 11. Notwithstanding anything contained in this agreement, the Owner shall comply with all applicable federal, provincial and municipal laws.
- 12. All works, structures and buildings referred to herein shall be constructed and maintained at the sole expense of the Owner.
- 13. Release and Discharge
 - a. The Owner hereby forever releases and discharges the Town, its officers, servants and employees from any claim or demand, whether in contract or tort, for any damages, loss, injury or death arising from the designs referred to herein or which are subject of any current or subsequent

approval hereunder, to the intent that the Owner shall be solely responsible there for.

b. The Owner further agrees to indemnify and save harmless the Town, its officers, servants and employees from any such claims or demands.

IN WITNESS THEREOF the parties hereto have hereunto caused to be affixed their corporate seals in execution hereof duly attested by the hands of their proper officers authorized in that behalf.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	JNB RESTAURANTS LIMITED
Officers:	Officers:
Name: Pat Kiely, Mayor	Name:
Signature:	
	Signature:
Name: Jennifer Montreuil, Clerk	
Signature:	Name:
	Signature:
Date:	
Seal	Date:
	Seal
	Witness:
	Date:

Subject lands

Part 8 of Registered Plan 54R-3429

Page 141 of 289



PLAN 54R- 3429 00 RECEIVED AND DEPOSITED 5 DATE 89 09 11 Z YERRY G. TITLES DIVISION OF TIMISKAMIN I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT. ONTARIO LAND SURVEYOR PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 10 BII ALL OF PARCEL 12736 C.S.T. OF TECK 1m -20 60 00 way.

Site Plan and Details



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	2. EASES, ANCHOR BOLTS, CONDUIT, AND WIRING FOR ALL OTHER SIGNS ARE BY THE GENERAL CONTRACTER.					
	3. 3/4" EMPTY CONDUIT TO LOCATIONS SHOWN AT THE LOT PERI- METER FOR LOT LIGHTING IS BY THE GENERAL CONTRACTOR. LIGHT- ING FIXTURES, BASES, POLES, CONDUIT, AND WIRING ARE BY THE OWNER/OPERATOR.		ana ang ang ang ang ang ang ang ang ang	raan in 1990 waa dha araa qooraa dha ahaa ahaa ahaa ahaa ahaa ahaa ah		
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	6. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO DETERMINE EXACT POINT OF SERVICE CONNECTION AT EXISTING UTILITY. REFER TO THE BUILDING ELECTRICAL AND PLUMBING DRAWINGS FOR UTILITY SERVICE ENTRANCE LOCATIONS. SIZES. AND CIRCUITING.		station of the second se			
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S	8. FINISH WALK AND CURB ELEVATIONS SHALL BE 6" ABOVE FINISH PRVEMENT.	DAT				
	9. ALL LANDSCAPE AREAS SHALL BE ROUGH GRADED TO 6" BELOW TOP OF ALL WALKS AND CURBS. FINISH GRADING, LANDSCAPING, AND SPRINKLER SYSTEMS ARE BY THE OWNER/OPERATOR.	REV				
	10. LOT LIGHITNG CONCRETE FOOTINGS TO CONFORM WITH THE SOILS REPORT RECOMMENDATIONS FOR THIS PARTICULAR SITE.					
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10
Ground Floor Plan

Part of original Site Plan Control Agreement passed via By-Law 90-029

- #15 BUILDING PAPER, AND 1/2" PLYWOOD SHEATHING ON 2×6 STUDS @ 16" O.C. WITH BATT INSULATION
- GYPSUM BOARD, FOR PANELLING FINISH. GENERAL CONTRACTOR PRICE TO INCLUDE THE SUPPLY AND INSTALLATION OF "MARLITE " PANELLING TO 3'-4"
- IN WALLS FOR MOUNTING OF KITCHEN EQUIPMENT. BLOCKING SUPPLIED AND INSTALLED BY G.C.
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- INSTALLED BY GENERAL CONTRACTOR.
- FOR ALL WALL MOUNTED TOILET PARTITIONS.
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Schedule "D-1"

Elevations

Part of original Site Plan Control Agreement passed via By-Law 90-029

PICK-UP WINDOW SEE $\begin{pmatrix} 4 \\ A7 \end{pmatrix}$ -GUARD POST SEE 5 RAILING SEE





Schedule "D-2"

Elevations

Part of original Site Plan Control Agreement passed via By-Law 90-029



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13



REPORT TO COUNCIL					
Meeting Date: 16/08/2022 Report Number: 2022-DEV-037					
Presented by: Jenna McNaughton Department: Development Services					

REPORT TITLE

Request to Purchase 4 and 6 Main Street

Recommendation(s)

BE IT RESOLVED THAT Report Number 2022-DEV-037 entitled "**Request to Purchase 4 and 6 Main Street**" be received;

AND THAT Council approve the sale of 4 & 6 Main Street to Mr. George Hutchison for the amount of \$16,000.00;

AND THAT Council authorize the Mayor and Clerk to execute the Offer to Purchase and all appropriate sale documents as may be required;

AND FINALLY THAT Council authorize the By-Law of the sale of property be given three (3) readings on September 6th, 2022.

INTRODUCTION

A request to purchase 4 & 6 Main Street was received from Mr. George Hutchison for \$8,000.00 per lot (\$16,000.00 total).

DISCUSSION

Mr. Hutchison owns the property adjacent to the requested lands and has proposed to beautify the lot for the purposes of gardens and potentially a garage in the future. Mr. Hutchison's offer of \$2.00 per square foot is an appropriate offer for the lots.

OTHER ALTERNATIVES CONSIDERED

Council may choose to counter-offer; however, the of \$2.00 per square foot is in line with previous land sale transactions.

FINANCIAL CONSIDERATIONS

There would be revenue of \$16,000.00. In addition, taxes will be collected on this lot.

ALIGNMENT TO STRATEGIC PRIORITIES

The Strategic Plan identifies a need to be fiscally responsible. Proceeding with the sale of surplus municipal land is fiscally responsible.

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

That Council accept Mr. Hutchison's offer of \$16,000.00.

CONSULTATIONS

Treasury

Public Works Roads and Waterworks Divisions

Senior Management Team

ATTACHMENTS

Attachment 1 – Map depicting lots





REPORT TO COUNCIL				
Meeting Date: 16/08/2022	Report Number: 2022-DEV-036			
Presented by: Jenna McNaughton Department: Development Services				

REPORT TITLE

Easement Agreement with Hydro One Networks Inc. – Closed Comfort Street Road Allowance

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-DEV-036 entitled "**Easement Agreement with Hydro One Networks Inc. – Closed Comfort Street Road Allowance**" be received;

AND THAT Council authorize the Mayor and Clerk to execute an easement agreement with Hydro One Networks Inc.;

AND FINALLY THAT Council authorize the By-Law of the execution agreement be given three (3) readings on August 16, 2022.

INTRODUCTION

A request to enter into an easement agreement was received from Hydro One Networks Inc. (HONI), over a portion of the closed Comfort Street road allowance.

DISCUSSION

HONI has requested to enter into an easement agreement in order to place one (1) pole and three (3) anchors within the closed municipal road allowance known as Comfort Street, adjacent to 50 Comfort Street, the old waste water treatment plant. Municipal staff met on site with HONI staff in April to determine a location that would be suitable for both parties. HONI has now requested to enter into an easement agreement with the municipality. The proposed agreement is a standard agreement drafted by Hydro One Networks Inc. and similar to past agreements the town has entered with the applicant.

OTHER ALTERNATIVES CONSIDERED

Council may choose to deny the request, however, this would not be favourable as Hydro One requires the easement to install a new Hydro pole.

FINANCIAL CONSIDERATIONS

There is a consideration of \$3,000.00 associated with establishing the easement.

ALIGNMENT TO STRATEGIC PRIORITIES

Outstanding Service – Implement Sustainable Service Delivery – Managing Expectations

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

Council should authorize the execution of an easement agreement with Hydro One Networks Inc. over a portion of the closed Comfort Street Road allowance.

CONSULTATIONS

Roads Foreman

Senior Management Team

ATTACHMENTS

Attachment 1 – Easement Agreement

Attachment 2 – Proposed location of easement

OFFER TO GRANT AN EASEMENT TO HYDRO ONE NETWORKS INC. (the "Agreement")

We, THE CORPORATION OF THE TOWN OF KIRKLAND LAKE (the "**Transferor**"), being the owner(s) of PCL 10874 SEC CST; SOUTH WOOD ST PL M116TIM TECK NOW COMFORT ST CLOSED BY LT17638, PT 1 TER918; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING as in PIN 61406-0366 (LT) (herein called the "Lands") in consideration of payment of the sum of **Two Hundred and Fifty Dollars (\$250.00)** (the "**Offer Consideration**"), and other good and valuable consideration, the sufficiency of which consideration is hereby acknowledged, hereby covenants and agrees as follows:

(a) THE Transferor hereby grants to Hydro One Networks Inc. its successors and assigns (the "Transferee") the exclusive right, irrevocable during the periods of time below specified in paragraph 2, (the "Offer") to purchase, free from all encumbrances and upon the terms and conditions hereinafter set out, the perpetual rights, easements and privileges set out in the Transfer and Grant of Easement document (the "Transfer of Easement") annexed hereto as Schedule "B" (the "Rights") in, through, under, over, across, along and upon that portion of the above Lands as shown crosshatched on Schedule "A" hereto annexed (the "Strip").

(b) THE Offer Consideration shall be paid by the Transferee to the Transferor within 30 days from the date the Transferor signs this Agreement.

(c) THE purchase price for the Rights shall be the sum of **Three Thousand Dollars (\$3000.00)** of lawful money of Canada to be paid by uncertified cheque, mailed to the Transferor after registration (the **"Purchase Price"**).

- 2. THIS Offer may be accepted by the Transferee any time within One Hundred and Twenty (120) days from the date of this Agreement. If this Offer is not accepted within this time frame, this Agreement and everything herein contained shall be null, void and of no further force or effect. If this Offer is accepted by the Transferee in the manner aforesaid, this Agreement shall then become a binding contract between the parties, and the same shall be completed upon the terms herein provided for.
- 3. THE Transfer of Easement arising from the acceptance of this Offer shall be executed and delivered to the Transferor on or before the One Hundred and Eightieth (180th) day after the date of Transferee's acceptance of this Offer (the "Closing"), and time shall in all respects be of the essence hereof. In the event that a survey is not available by the One Hundred and Eightieth (180th) day after the date of the Transferee's acceptance of this Offer, the Transferee is entitled, upon written notice to the Transferor, to extend the Closing for up to an additional One Hundred and Eighty (180) days and time shall in all respects be of the essence hereof.
- 4. IF the Transferee accepts the Offer herein: a) the Transferor shall not grant or transfer an easement or permit, or create any encumbrance over or in respect of the Strip prior to registration of the Transfer of Easement, and b) the Transferee has permission to approach prior encumbrancers or any third parties who have existing interests in the Strip to obtain all necessary consents, postponements or subordinations (in registrable form) from all current and future prior encumbrancers and third parties, if necessary, consenting to this Transfer of Easement, and/or postponing their respective rights, title and interest so as to place such Rights and Transfer of Easement in first priority on title to the Strip.

- 5. THE Transferor covenants and agrees to instruct and authorize any and all encumbrancers, mortgagees and chargees of the Lands to execute the Transfer of Easement.
- 6. THE Transferor covenants and agrees with the Transferee that it has the right to convey the Rights without restriction and that the Transferee will quietly possess and enjoy the Rights and that the Transferor will execute upon request such further assurances of the Rights as may be requisite to give effect to the provisions of this Agreement.
- 7. AS of the date of the Transferee's acceptance of this Offer, the Transferor grants to the Transferee, in consideration of the Offer Consideration, free from all encumbrances, easements and restrictions the following unobstructed and exclusive rights, easements, rights of way, covenants, agreements and privileges in, through, under, over, across, along and upon the Strip:
 - (a) To erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time, an electrical transmission line or lines and communication line or lines consisting of 1 poles and 3 anchors with all necessary guys, braces, wires, cables, underground cable and associated material and equipment and if applicable, pad-mounted equipment (all or any of which works are herein called the "Line");
 - (b) To erect, maintain and use such gates as the Transferee may from time to time consider necessary in any fences which are now or may hereafter be installed on the Strip by the Transferor;
 - (c) To enter on and mark the location of the Line under the Strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Transferor shall make of the Strip;
 - (d) (i) To enter on and selectively cut trees and shrubs on the Strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the Line;

(ii) To cut, prune and remove, if necessary, trees located outside the Strip whose condition renders them liable to interfere with the safe operation and maintenance of the Line;

- (e) To enter on and conduct engineering and legal surveys in, on and over the Strip;
- (f) To clear the Strip and keep it clear of all buildings, structures or other obstructions of any nature whatsoever (including septic systems, swimming pools and wading pools) including removal of any materials which in the opinion of the Transferee are hazardous to the Line. Notwithstanding the foregoing, in all cases where in the sole discretion of the Transferee the safe operation and maintenance of the Line is not endangered or interfered with, the Transferor from time to time or the person or persons entitled thereto, may with prior written approval of the Transferee, at the Transferor's own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines and fences (not to exceed 2 metres in height) on or under the Strip or any portion thereof, provided that prior to commencing any such installation, the Transferor shall give to the Transferee 30 days' notice in writing so as to enable the Transferee to have a representative inspect the site and be present during the performance of the work and that the Transferor complies with any instructions that may be given by such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere with the Line. For clarity, the Transferor agrees it shall not, without the Transferee's consent in writing, change or permit the change of the existing configuration, grade or elevation of the Strip and the Transferor further agrees that no

excavation or opening or work which may disturb or interfere with the existing surface of the Strip shall be done or made unless consent therefore in writing has been obtained from Transferee;

- (g) To enter on, to exit from and to pass and repass at any and all times in, over, along, upon, across, through and under the Strip and so much of the Lands as may be reasonably necessary, at all reasonable times, for the Transferee and its respective officers, employees, workers, permitees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said Rights and easement subject to payment by the Transferee of compensation for any crop or other physical damage only to the Land caused by the exercise of this right of entry and passageway; and
- (h) To remove, relocate and reconstruct the Line on or under the Strip, subject to payment by the Transferee of additional compensation for any damage caused thereby.
- 8. THIS Agreement and Grant of Easement Rights shall both be subject to the provisions of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.
- THE Transferor represents and warrants and covenants that the Transferor is not now and on Closing will not be a non-resident of Canada within the meaning of the *Income Tax Act (Canada)* R.S.C. 1985, c.1 (5th Supp.), as amended.
- 10. THE Transferor and Transferee acknowledge and agree that the grant of easement which is proposed under this Offer constitutes a purchase and sale transaction of an interest in real property, and therefore, in conformance with subsections 221(2) and 228(4) of the *Excise Tax Act* R.S.C. 1985, c E-15, as amended ("**the Act**"), the Transferee shall report and pay to the Receiver General for Canada the Harmonized Sales Tax ("**HST**") applicable to the purchase and sale of the Easement. For the purposes of this section 10, the Transferee warrants that it is an HST registrant in good standing under the Act, that its HST registration number is 870865821RT0001, and that it is acquiring the Easement for use primarily in the course of its commercial activities.
- 11. ANY acceptance of this Offer, demand, notice or other communication shall be deemed to have been conclusively given in connection with this Agreement and shall be given in writing by personal delivery, by ordinary mail, by registered mail postage prepaid, by courier, by facsimile transmission, or by electronic delivery through email, addressed to the recipient as follows:

To:	Transferor	Transferee		
	THE CORPORATION OF THE TOWN OF KIRKLAND LAKE	Hydro One Networks Inc.		
Attention:		Johnny Bi		
Address:		185 Clegg Road Markham, ON L6G 1B7		
Phone:		416-436-8004		
Email:		RealEstateZone6@hydroone.com		

or to such other address, facsimile number, email address or individual as may be designated by notice given by either party to the other. Any acceptance of this Offer, demand notice or other communication shall be conclusively deemed to have been given when actually received by the addressee if communication is sent by personal delivery, facsimile or email or upon the fifth day of mailing where the communication is sent by ordinary mail, or the second day after mailing where the communication is sent by courier.

12. THE person(s) signing this Agreement on behalf of the Transferor corporation_herein covenant and confirm that they are authorized to sign the Agreement on behalf of the Transferor, as authorized signing officers of the Transferor for the purposes of carrying out the terms of this Agreement. The person(s) signing this Agreement on behalf of the Transferor confirm to the Transferee that the information set out below is true and correct, and that they are not misrepresenting their identity or position of authority to the Transferee.

Corporation Name: Business Address: Business Telephone #: Corporation or Business Identification Number: Place of Issuance of Number: General Nature of Business:

	Signing Authority	Second Signing Authority [where necessary]
Name		
Position		
Phone Number		
Address		

- 13. THE Transferor hereby consents to the collection, use, disclosure and other handling of the information contained herein (and in particular, the information contained in Sections 11 and 12 above), by Hydro One Networks Inc. and Barriston LLP and their respective successors, assigns, employees, agents, officers, directors and service providers for purposes relating to the grant of easement by the Transferor to Hydro One Networks Inc. with respect to the Lands.
- 14. THE Transferor covenants and agrees that if and before the Transferor sells, transfers, assigns, disposes (or otherwise parts with possession) of all or part of the Lands to a third party (the **"Third Party"**) the Transferor shall advise the Transferee of the intended change forthwith and, where requested to do so by the Transferee, shall use best efforts to ensure that the Third Party assumes the burden and benefit of this Agreement, and agrees to be bound by it.
- 15. THE Transferor acknowledges that the Transferor is entitled to consult with an independent solicitor of the Transferor's choice prior to accepting this Offer. Further, the Transferor acknowledges that he/she may retain independent legal representation for the purposes of the registration of the Transfer of Easement (the "**Transaction**"). In accepting this Offer the Transferor acknowledges he/she has
- 15. Independent Legal Advice and Legal Representation Acknowledged

Transferor Initials



had the opportunity to seek independent legal advice, and either has done so or has chosen not to do so.

16. THE Transferor acknowledges and agrees that it has elected to allow Barriston LLP or such other lawyer or law firm as the Transferee designates in writing, (the "Transferee's Solicitor") to act as a registering agent for the Transferor as follows:

(a) THE Transferor acknowledges being advised that the Transferee's Solicitor is not entering into a solicitor-client relationship with the Transferor and is NOT representing the Transferor, solely or jointly with the Transferee, for the purposes of the registration of the Transfer or Easement.

(b) THE Transferor further acknowledges that the Transferee's Solicitor is acting for the Transferor solely for the purposes of the Transaction as a registering agent and has not acted for the Transferor in any respect in connection with the preparation, negotiation or completion of the Transfer of Easement or otherwise.

17. THE Transfer of Easement and all ancillary documents necessary to register same on title shall be prepared by and at the expense of the Transferee and shall be in the form annexed as Schedule "B". The following covenants, acknowledgments and agreements shall apply:

(a) THE Transferor hereby covenants and agrees that the Transferee may, at its option, register this Agreement or Notice thereof, and the Transfer of Easement on title to the Lands, and the Transferor hereby covenants and agrees to execute, at no further cost or condition to the Transferee, such other instruments, plans and documents and provide any such information as may reasonably be required by the Transferee to effect registration of this Agreement or Notice thereof prior to closing and the Transfer of Easement at any time hereafter. The Transferor further acknowledges that the Transfer of Easement document has been explained to him/her and further acknowledges that it is understood that the Transferor is bound by the terms and provisions of the Transfer of Easement documents to the same extent as if the Transferor signed the documents.

(b) THE Transferor further acknowledges and agrees that the Transferee and/or the Transferee's agent or employee or the Transferee's Solicitor, including Barriston LLP, are authorized and directed to sign, deliver, and/or register electronically or otherwise on the Transferor's behalf a Transfer of Easement in accordance with the terms of this Offer and in accordance with a Reference Plan. The Transferee or the Transferee's Solicitor will send said Reference Plan along with a copy of the Transfer of Easement document to the Transferor prior to registration. Absent a written objection to the Reference Plan or Transfer Easement In Preparation document from the Transferor received by the Transferee or the Transferee's Solicitor within Fourteen (14) Days of the date the Plan was sent, the Transferee or the Transferee's Solicitor shall be entitled to proceed with registration in accordance with the terms of this Agreement.

18. ALL covenants herein contained shall be construed to be several as well as joint, and wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the

16. Transferee's Solicitor Not Acting As Solicitor for Transferor Initials

Transferor Initials



17. Acknowledgement and Direction to Transferee's Solicitor to Register Easement





plural or the feminine or neuter, where the context or the identity of the Transferor/Transferee so requires.

- 19. THE burden and benefit of this Agreement shall run with the Strip and the works and undertaking of the Transferee and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 20. THIS Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement. Counterparts may be executed either in original or by electronic means, including, without limitation, by facsimile transmission, e-signature and by electronic delivery in portable document format (".pdf") or tagged image file format (".tif") and the parties shall adopt any signatures received by electronic means as original signatures of the parties.

IN WITNESS WHEREOF the Transferor has hereunto set his/her/their hands and seal to this Agreement, effective as of the date of last Transferor signature.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

Per:		
Name:		
Title:		
Date:		

Per:			
Name:			
Title:			
Date:			

I/We have authority to bind the Corporation.

TRANSFEREE ACCEPTANCE:

Hydro One Networks Inc. hereby accepts the above Offer and covenants, promises and agrees to and with the Transferor to duly carry out the same on the terms and conditions above mentioned.

Dated and accepted as at this

HYDRO ONE NETWORKS INC.

•

Per: _____ Name: Title:

I have authority to bind the Corporation.

SCHEDULE "A"



SCHEDULE "B"

INTEREST / ESTATE TRANSFERRED – EASEMENT IN GROSS

- We, THE CORPORATION OF THE TOWN OF KIRKLAND LAKE (the "Transferor"), being the owner(s) of PCL 10874 SEC CST; SOUTH WOOD ST PL M116TIM TECK NOW COMFORT ST CLOSED BY LT17638, PT 1 TER918; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING as in PIN 61406-0366 (LT) hereby grants to Hydro One Networks Inc. (herein called the "Transferee"), its successors and assigns, the exclusive, perpetual rights, easements, rights of way, covenants, agreements and privileges as herein set out in, through, under, over, across, along and upon that portion of the Lands more particularly described as Parts on Plan (the "Strip"):
 - (a) To erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time, an electrical transmission line or lines and communication line or lines consisting of 1 pole(s) and 3 anchor(s) with all necessary guys, braces, wires, cables, underground cable and associated material and equipment and if applicable, pad-mounted equipment (all or any of which works are herein called the "Line");
 - (b) To enter on and erect, maintain and use such gates as the Transferee may from time to time consider necessary in any fences which are now or may hereafter be installed on the Strip by the Transferor;
 - (c) To enter on and mark the location of the Line under the Strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Transferor shall make of the Strip;
 - (d) (i) To enter on and selectively cut trees and shrubs on the Strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the Line;(ii) To cut, prune and remove, if necessary, trees located outside the Strip whose condition renders them liable to interfere with the safe operation and maintenance of the Line;
 - (e) To conduct engineering and legal surveys in, on and over the Strip;
 - (f) To clear the Strip and keep it clear of all buildings, structures or other obstructions of any nature whatsoever (including septic systems, swimming pools and wading pools) including removal of any materials which in the opinion of the Transferee are hazardous to the Line. Notwithstanding the foregoing, in all cases where in the sole discretion of the Transferee the safe operation and maintenance of the Line is not endangered or interfered with, the Transferor from time to time or the person or persons entitled thereto, may with prior written approval of the Transferee, at the Transferor's own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines and fences (not to exceed 2 metres in height) on or under the Strip or any portion thereof, provided that prior to commencing any such installation, the Transferor shall give to the Transferee 30 days' notice in writing so as to enable the Transferee to have a representative inspect the site and be present during the performance of the work and that the Transferor complies with any instructions that may be given by such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere with the Line. For clarity, the Transferor agrees it shall not, without the Transferee's consent in writing, change or permit the change of the existing configuration, grade or elevation of the Strip and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Strip shall be done or made unless consent therefore in writing has been obtained from Transferee;

- (g) To enter on, to exit from and to pass and repass at any and all times in, over, along, upon, across, through and under the Strip and so much of the Lands as may be reasonably necessary, at all reasonable times, for the Transferee and its respective officers, employees, workers, permitees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said Rights and easement subject to payment by the Transferee of compensation for any crop or other physical damage only to the Land caused by the exercise of this right of entry and passageway; and
- (h) To remove, relocate and reconstruct the Line on or under the Strip, subject to payment by the Transferee of additional compensation for any damage caused thereby.
- 2. This Transfer of Easement shall be subject to the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.
- 3. This Transfer of Easement is given for the purpose of an electricity distribution or electricity transmission line within the meaning of Part VI of the *Ontario Energy Board Act*, 1998, S.O. 1998, c. 15. Sched B, as amended.
- 4. The Transferor agrees that notwithstanding any rule of law or equity, the works installed by the Transferee shall at all times remain the property of the Transferee, notwithstanding that such works are or may become annexed or affixed to the Strip and shall at any time and from time to time be removable in whole or in part by Transferee
- 5. No waiver of a breach or any of the covenants of this grant of Rights shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
- 6. All covenants herein contained shall be construed to be several as well as joint where the context or the identity of the Transferor/Transferee so requires.
- 7. The burden and benefit of this Transfer of Easement shall run with the Strip and the works and undertaking of the Transferee and shall be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

All Dimesions in Metres Not to Scale							
Legend: new pole	hydro				40083 schedule 'A'		
new anchor >	Owner Name The Corp. of the town of Kirkland Lake Lot Plan						
new line or or	Owner Signature Concession						
existing pole	Owner Name				Sublot		
a Second second secon	Owner Signature Hydro One Name Mike Beaulieu		10	cCK Jpraphic) Township			
	Hydro One Signature Mike Beau				PIN		
diadisting line or			County/Region		Comments		
easement area	4/11/2022		Timiskaming		The location of the new or existing poles,		
Dimensions: i.e. 5m +/- 10%	Operating Center Kirkland Lake	Cost Center KL2068	Center Work Order		anchors or equipment may not be exact. The stake marks the final location.		
(pending final survey)							





REPORT TO COUNCIL					
Meeting Date: 16/08/2022	Report Number: 2022-DEV-039				
Presented by: Jenna McNaughton Department: Development Services					

REPORT TITLE

Request for Temporary Land Use Agreement – Enbridge Gas

Recommendation(s)

BE IT RESOLVED THAT Report Number 2022-DEV-039 entitled **"Request for Temporary Land Use Agreement – Enbridge Gas"** be received;

AND THAT Council authorize the Mayor and Clerk to execute the Temporary Land Use Agreement with Enbridge Gas;

AND FINALLY THAT Council authorize the By-Law of the execution agreement be given three (3) readings on August 16, 2022.

INTRODUCTION

A request was received from Enbridge Gas to enter into a Temporary Land Use Agreement, to permit Enbridge Gas and it's contractors to undertake various maintenance activities.

DISCUSSION

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

The company, now known as Enbridge Gas, requires access to the pipelines/easement to undertake various maintenance activities, and in order to carry out these activities, the Company requires temporary land rights above and beyond what is specified in the existing agreement, including the right on foot and/or with vehicles, supplies, machinery and equipment.

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

A similar agreement was executed in 2021 for the 2022 season, however, a portion of land adjacent to the Archer Drive easement was missed during the initial review.

OTHER ALTERNATIVES CONSIDERED

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

FINANCIAL CONSIDERATIONS

There is a consideration of \$4,000.00 to permit this agreement.

ALIGNMENT TO STRATEGIC PRIORITIES

Outstanding Service – Implement Sustainable Service Delivery – Managing Expectations

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

Council should authorize the execution of the temporary land use agreement with Enbridge Gas.

CONSULTATIONS

Public Works Staff

Senior Management Team

ATTACHMENTS

Attachment 1 – Temporary Land Use Agreement

TEMPORARY LAND USE AGREEMENT

(hereinafter called the "Agreement")

Between

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

and

ENBRIDGE GAS INC.

(hereinafter called the "Company")

In consideration of the sum of Four Thousand ---XX/100 Dollars (\$4,000.00), payable by the Company to the Owner within thirty (30) days of signing of this Agreement in accordance with the Compensation labelled as **Appendix "A"** hereto.

the Owner of **PIN:** 61402-0756

Legal Description: PCL 3685 SEC TIM; MINING CLAIM L1354 TECK EXCEPT PT 6 54R4277, S/T LT49156 TRANSFERRED BY LT82309; S/T LT121641, LT271358; KIRKLAND LAKE ; DISTRICT OF labelled as Appendix "B" hereto, hereby grants to the Company, its servants, agents, TIMISKAMING employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a parcel of land (hereinafter called the "Lands") more particularly described on the Sketch attached hereto labelled as Appendix "C" and forming part of this Agreement, the Lands being immediately adjacent to and abutting the Easement for any purpose incidental to, or that the Company may require in conjunction with, the construction by or on behalf of the Company of a proposed NPS gas pipeline and appurtenances on the Lands including, without limiting the generality of the foregoing, the right to make temporary openings in any fence (if applicable) along or across the Lands and to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

- 1. This Agreement is granted upon the following understandings:
 - a) The rights hereby granted terminate on the 31st day of December, 2022.
 - b) The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted and if the compensation is not agreed upon it shall be determined in the manner prescribed by Section 100 of The Ontario Energy Board Act, R.S.O. 1998 S.O. 1998, c.15 Schedule B, as amended or any Act passed in amendment thereof or substitution there for;
 - c) As soon as reasonably possible after the construction, the Company at its own expense will level the Lands, remove all debris therefrom and in all respects, restore the Lands to their former state so far as is reasonably possible, save and except for items in respect of which compensation is due under paragraph (b) and the Company will also restore any gates and fences interfered with around, (*if applicable*) the Lands as closely and as reasonably possible to the condition in which they existed immediately prior to such interference by the Company.
 - d) It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under the Clause to the extent to which such loss, damage or injury is caused or contributed to by the negligence or wilful misconduct of the Owner.

The Company and the Owner agree to perform the covenants on its part herein contained.

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

Signature (Owner) Print Name(s) (and position held if applicable) I have authority to bind the Corporation.

3 Kirkland St. W. PO Box 1757, Kirkland Lake, ON P2N 3P4 Address (Owner) Signature (Owner)

Print Name(s) (and position held if applicable) I have authority to bind the Corporation.

3 Kirkland St. W. PO Box 1757, Kirkland Lake, ON P2N 3P4 Address (Owner)

ENBRIDGE GAS INC.

Signature (Company) Derek Hewitt, Land Advisor Name & Title (Enbridge Gas Inc.)

I have authority to bind the Corporation.

519-436-4673 Telephone Number (Enbridge Gas Inc.)

Additional Information (if applicable):

Property Address: Archer Road, Kirkland Lake

HST Registration Number:

APPENDIX "A"

COMPENSATION – TEMPORARY LAND USE

AGRICULTURAL						
LANDS:						
	_					
On Easement Activities						
One Time Crop Loss Payr	nent	Per Ac	re			
Note: Disturbed crop area	will	be mea	sured following mainte	enance clear	ı-up	
activities.		1	Alexandrea I. Patrick and			
(Damage payment will be	base	ea upon	the actual disturbed of	crop area.)		
						\$
Off Easement Activities	-					
Base fee of \$1,000 per ac	re ar	nd First	Year Crop Loss per			
acre.			- 1 1			
						\$
					Sub Total	\$
EXPLANATION OF CROI	5					
LOSS PAYMENTS						
One-Time Crop Loss Payr Per Acre	nent					
First Year Crop Loss @		\$	1,000.00			
100%						
Second Year Crop Loss @ 75%	9	\$	750.00			
75% Third Year Crop Loss @	Т	\$	500.00			
50%						
Sub total		\$	2,250.00			
 One-Time Crop Loss is ba	sed					
the value determined takir account a three year crop rotation of wheat, soya be corn. NOTE: Specialty crops wil	ans					
assessed independently Allowance for additional		\$	425.00			
fertilizer; stone picking;						
disturbance and Inconven	ience	e				
	\square		0 405 00			
Total One-Time Crop Loss Payment Per Acre	5	\$	2,465.00			
NON-AGRICULTURAL						
LANDS:	Δ.					
On Easement Activities existing condition as rease Damages only						\$ -
Off Easement Activities	- Acc	cess. Te	emporary Land Use			\$3,000
Base fee of \$1,500 month	x tei	m of 2	months			
Plus one-time consideratio	on of	\$1,000			Sub Total	1,000
	+					\$4,000
	_					<u> </u>
					Total Payment Due	\$4,000
			ner Acceptance			
		Da	te:			
Site Specific Comments/N	otee	<u> </u>				
		<u>.</u> 				

APPENDIX "B"

LEGAL DESCRIPTION



Legal Description 🗐

PCL 3685 SEC TIM; MINING CLAIM L1354 TECK EXCEPT PT 6 54R4277, S/T LT49156 TRANSFERRED BY LT82309; S/T LT121641, LT271358; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING Less

GeoWarehouse Address Address Not Available

Land Registry Office Timiskaming (54)

Owner Names THE CORPORATION OF THE TOWN OF KIRKLAND LAKE Ownership Type Freehold Land Registry Status Active Property Type OTHER_RES

Registration Type Certified (Land Titles) PIN 614020756

APPENDIX "C"

PROPERTY SKETCH





REPORT TO COUNCIL					
Meeting Date: 16/08/2022 Report Number: 2022-DEV-040					
Presented by: Jenna McNaughton Department: Development Services					

REPORT TITLE

Request to Purchase Surplus Land East Part Lot 196, M158NB

Recommendation(s)

BE IT RESOLVED THAT Report Number 2022-DEV-040 entitled "**Request to Purchase Surplus Land East Part Lot 196, M158NB**" be received for information.

INTRODUCTION

A request to purchase vacant land was received from Mr. Mark Geddes. Mr. Geddes owns property adjacent to the requested lands and is currently maintaining and using the land as additional yard space.

DISCUSSION

Mr. Geddes owns 19 Maddin and 24 Boisvert and has offered to purchase the adjacent land. East Part Lot 196, M158NB is a vacant, undersized part lot (approximately 1540 ft²) currently being used by the applicant for parking and winter access to the dwelling.

There is an active easement agreement on this property, to permit the owner of 19 Maddin (West Part Lot 196), to utilize the property for the purposes of ingress and egress. Staff recommend proceeding with the sale of this property at a price of \$1.00 per square foot, as the lot has little value for any other party due to the active easement agreement.

At the July 12th, 2022 Council meeting, Council resolved the following:

"Moved by: Councillor Lad Shaba Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Report Number 2022-DEV-040 entitled **"41TRequest to Purchase Surplus Land East Part Lot 196, M158NB"** be received,

AND THAT Council declare East Lot 196, M158NB as surplus land;

AND THAT Council approve the sale of land for East Lot 196, M158NB to Mark Geddes for the amount of \$1,540.00

AND THAT Council authorize the Mayor and Clerk to execute the Offer to Purchase and all appropriate sale documents as may be required;

AND FINALLY THAT Council authorize the By-law of the sale of property be given three readings on August 16, 2022.

CARRIED"

This open-session report is being provided for information purposes on the request to purchase stemming from the recommendation that was brought forward from the incamera session on July 12, 2022. As so directed by Council, the By-Law authorizing the sale of the property will be presented later in the agenda.

OTHER ALTERNATIVES CONSIDERED

N/A

FINANCIAL CONSIDERATIONS

Based on the decision of Council, the purchase of the vacant municipal surplus land will proceed at the agreed upon purchase price of \$1,540.00.

ALIGNMENT TO STRATEGIC PRIORITIES

The Strategic Plan identifies a need to be fiscally responsible. Proceeding with the sale of surplus land is fiscally responsible.

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

Based on the decision of Council, the purchase of vacant municipal surplus land will proceed at the agreed upon purchase price of \$1,540.00.

CONSULTATIONS

Public Works staff

Treasury staff

Senior Management Team

ATTACHMENTS

Attachment 1 – Location of East Part Lot 196, Plan M158NB





Mr. Geddes

Town of Kirkland Lake



REPORT TO COUNCIL					
Meeting Date: 16/08/2022	Report Number: 2022-DEV-041				
Presented by: Richard Charbonneau Department: Development Services					

REPORT TITLE

Tipping Fee Reduction Policy

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-DEV-041 entitled **"Tipping Fee Reduction Policy"** be received;

AND THAT Council rescind DEV2020-004 Tipping Fee Policy;

AND THAT Council approve DEV2022-001 Tipping Fee Reduction Policy;

AND FINALLY THAT DEV2022-001 Tipping Fee Reduction Policy be inserted the into the Corporate Policy Manual.

BACKGROUND

At the regular Council meeting on December 14, 2021, staff presented a report to Council detailing a request from a property owner for the municipality to waive tipping fees associated with the clean-up of a property that had been destroyed by fire. The report was brought to Council because the request did not align with the current Tipping Fee Policy. Council directed staff to bring forward a new revised tipping fee policy at a future Council meeting that addressed requests based on calamitous circumstances and laid out an expedited approval process.

RATIONALE

Requests for reductions or waiver of tipping fees is currently covered by the Town's Tipping Fee Policy (DEV2020-004), which was approved by Council in 2005 and reviewed in 2020. The policy allows for a reduction in tipping fees to assist with the timely removal by property owners of derelict buildings. The policy states that *"Typically, the tipping fee reduction should be 50% of the tipping fee rate."* The policy does not specify who is responsible for making the determination or under what Authority if the
request is approved, although historically such decisions were made by the Waste Management Manager.

The proposed policy replaces DEV2020-004. It clarifies the conditions under which individuals or organizations resident in Kirkland Lake may apply for a reduction or elimination of tipping fees at the Kirkland Lake Municipal Landfill, the process for claiming such a reduction or elimination, and the authority to approve requests. This authority is assigned to the Chief Administrative Officer or their designate.

OTHER ALTERNATIVES CONSIDERED

Council may reject the revised Tipping Fee Policy as presented and retain policy DEV2020-004.

FINANCIAL CONSIDERATIONS

The waiver or reductions of tipping fees as set out in the presented policy is expected to have a minimal impact on landfill operations. It is estimated between \$2500.00 - \$5000.00 per year in unrealised revenue would occur annually.

RELATIONSHIP TO STRATEGIC PRIORITIES

Outstanding Service – Improving Health and Safety for Staff & Public

ACCESSIBILITY CONSIDERATIONS

N/A

CONSULTATIONS

Director of Economic Development

Chief Building Official

Planning Administrator

Senior Management Team

ATTACHMENTS

Attachment 1 – DEV2020-004 Tipping Fee Policy

Attachment 2 - Tipping Fee Reduction Policy

KIRKLAND LAKE

POLICY			
Policy Number: DEV2020-004	Date Approved: April 2005		
Department: Development Services Date Reviewed: October 2020			
Tipping Fee Reduction			

1. Policy Statement

Not Applicable

2. Purpose

There are many buildings in Kirkland Lake that are in a very poor state of repair and unoccupied. If these buildings were to be removed it would improve the image of Kirkland Lake. In some cases it may be in the municipality's best interest to assist in the removal of these buildings through a reduction in tipping fees for the demolished material.

3. Scope

Not Applicable

4. Definitions

Not Applicable

5. Policy & Procedures

Each request for reduction in fees must be made on a case-by-case basis. It should be demonstrated that reducing the tipping fees would assist in the timely removal of a building that may not otherwise occur and would provide for a higher or better use of the property.

Typically, the tipping fee reduction should be 50% of the tipping fee rate. The property owner should take action that is available to recycle or otherwise reduce the amount of waste going to the landfill site.

This policy should be reviewed on a year-by-year basis to determine if it is still necessary and important for the municipality to reduce the tipping fee to encourage urban renewal.

6. <u>Summary</u>

Not Applicable



POLICY			
Policy Number: 2022-DEV-001	Date Approved: August 16 2022		
Department: Development Services Date Reviewed: August 16 2022			
Tipping Fee Reduction Policy			

1. Policy Statement

The goal of this policy is to establish the conditions under which individuals or organizations resident in Kirkland Lake may apply for a reduction or elimination of tipping fees at the Kirkland Lake Municipal Landfill, and the process for claiming such a reduction or elimination.

2. Purpose

The policy is intended to remove or alleviate the financial barriers that may prevent a local resident or organization from maintaining their property in compliance with the municipality's Property Standards Bylaw (Bylaw No. 22-050) and Community Standards Bylaw (Bylaw No. 17-005) especially as this pertains to:

- the timely removal of yard waste and building debris from private property created as a result of natural disaster, fire or other unforeseeable and unavoidable cause which left unattended would present a risk to public health and safety as determined by the municipality's Chief Administrative Officer or their designate.
- the owner commissioned removal of yard waste, derelict or unoccupied buildings in extreme disrepair and which left unattended would present a risk to public health and safety as determined by the municipality's Chief Administrative Officer or their designate.

This policy encourages community beautification by supporting the clean-up of public and private spaces by private citizens and organizations.

3. <u>Scope</u>

This policy applies to all local residents and profit, not for profit and governmental agencies, boards and committees.

This policy applies to all requests for a reduction or waiver of landfill tipping fees.

This policy is limited to tipping fees and does not include or presume a reduction or waiver of other municipal, provincial or federal fees, charges or surtaxes.

This policy does not apply to properties under the direction of an Order issued under the Building Code Act, the Property Standards By-law, or the Community Standards By-law, unless specifically approved by the Chief Administrative Officer or their designate.

This policy applies to non-hazardous waste only. The policy does not apply to Freon containing appliances, hazardous, contaminated or, dangerous waste as determined at the sole discretion of the municipal landfill manager; or material deemed unacceptable under the municipal landfill's Environmental Certificate of Approval as amended, the Ontario Environment Protection Act, or at the sole discretion of the Landfill Manager.

The policy is not intended to serve as a means to circumvent landfill processes and procedures. Tipping fees play an important role in the municipality's efforts to manage the financial and environmental impact of the landfill.

4. Definitions

Yard Waste: tree limbs, branches, shrubs and twigs, garden trimmings, hedge trimmings, leaves, fall leaves, brush, Christmas trees, and vegetable and plant matter, grass clippings.

Solid Non-Hazardous Waste: curbside household garbage and similar waste generated by businesses and institutions are classified as solid non-hazardous waste. This definition also includes construction and demolition wastes such as drywall and roofing materials.

5. Policy & Procedures

The authority to approve a fee reduction or complete waiver is made at the sole discretion of Chief Administrative Officer or their designate, as per Section 23.1(1) of the *Municipal Act RSO 2001, c.25, as amended* which permits Council by bylaw to delegate to an employee of the municipality any powers, duties or functions that are administrative in nature.

The authority to waive any condition or direction presented in this policy resides solely with Chief Administrative Officer and shall be exercised at their sole discretion based on their determination that a waiver of any condition or direction is necessary to mitigate a risk to public health and safety.

Applications for fee reduction or waiver are processed on a case by case basis and applied according to a set duration of time (for example a period of four contiguous

business days) or instances (for example, three trips to the landfill), or volume of waste.

Applicants may apply as many times as needed, but only once per property per calendar year.

Applications approved before an Order is served against the property will be honoured. Applications submitted after an Order is served against the property will be denied.

Applications must be submitted, and approved prior to the delivery of any waste to the landfill. Failure to do so will result in fees being applied and/or the denial of a waiver.

Applications shall be evaluated by municipal staff and a recommendation forwarded to the Chief Administrative Officer or their designate for a decision. Decisions are final and may not be appealed. Factors that will be considered when assessing applications include, but are not limited to:

- The real or potential impact of the issue on community safety and appearance;
- Demonstrated financial need specifically as this applies to the applicant's ability to pay the standard tipping fees;
- Provision of work plan detailing the kind of materials involved, the timeline for removal; identification of owner, agent and contractors involved in transporting the material to the landfill; the steps taken to reduce that amount of debris, including diversion of recyclable materials.

In the case of building debris caused by natural disaster, fire, or other, applicants must first exhaust insurance funds that are designated for the disposal of waste prior to making an application for a reduction in tipping fees. Proof of insurance, and proof of the exhaustion of coverage must be included as part of the application.

No reduction in tipping fees shall be granted if a contractor is performing the job for free, or for a barter transaction in lieu of payment.

Applications will not be accepted from any applicant who is in financial arrears to, or involved in active litigation against, the Corporation of the Town of Kirkland Lake.

Approvals may be revoked if the Town has reason to believe the facts on which the approval was granted have changed, or details were not disclosed in good faith prior to the application's approval.

6. Summary

This policy, in conjunction with the tipping fee/waiver application form shall form the basis for the Tipping Fee Reduction Policy. This policy shall be reviewed any time there is a material change to the process, or evaluation criteria.



REPORT TO COUNCIL

Meeting Date: 16/08/2022	Report Number: 2022-PW-012
Presented by: Jim Roman	Department: Public Works

REPORT TITLE

Update to Traffic Options for Foss Lane

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-PW-012 entitled "**Update to Traffic Options for Foss Lane**" be received;

AND FINALLY THAT Council authorize the installation a "Road Narrows" sign and tab on the northbound lane of Burnside Drive at the Grierson/Foss intersection.

INTRODUCTION

Council directed that a site inspection be conducted at Foss Lane, and a report be prepared identifying options for improving road safety there. A report was presented to Council at the June 16, 2022 meeting, with a decision on implementation of recommendations deferred pending consultation with the Timiskaming Health Unit (THU) and the Timiskaming District Road Safety Coalition (TDRSC).

DISCUSSION

Staff at the THU and members of the TDRSC collaborated on a joint response to the request on how to improve safety on Foss Lane. Their primary recommendation matches that of the Public Works Department, which is to install proper signage to alert drivers to the reduced width of Foss Lane. They also suggested possible additional measures, including a reduced speed limit, converting Foss Lane to a one-way street, and the use of portable traffic calming devices.

Upon consideration of the alternatives, it is recommended that a "Road Narrows" sign and accompanying tab be installed on the northbound lane of Burnside Drive at the Grierson/Foss intersection.



The speed of all other vehicles with access onto Foss Lane has already been controlled with the use of regulatory stop and yield signs, therefore no other signs are recommended at this time. Should the problem persist, additional measures to control traffic may be implemented as discussed below.

OTHER ALTERNATIVES CONSIDERED

Additional Signage

It has been suggested that yield signs be installed on Foss Lane at each intersection. Foss Lane does maintain the right of way, and the addition of yield signs could further restrict visibility and available lane width.

Reduced Speed Limit

Other than the approach to Foss via Burnside, all vehicles entering Foss Lane have already had their speed reduced by obeying regulatory stop and yield signs. For vehicles approaching via Burnside, it is more appropriate to warn drivers of the road narrowing, rather than simply reducing the speed limit. Most drivers on Foss Lane are already familiar with its limitations, so the intent is to alert those who have not been there before.

One Way Street

Foss Lane can be changed from a two-way street to a one-way street. The only concern with this option is that it will not be a popular decision with area residents, in that their customary driving routes will be upset. Should the proposed sign not alleviate the concerns on Foss, this would be the next viable option.

Temporary Traffic Calming Devices

There will be a cost associated with the purchase and maintenance of portable traffic calming devices such as speed bumps and portable curb. These would need to be removed each winter for snow plowing, therefore only be effective 6 months a year.

Road Widening

Widening the roadway is not practical. This would require the process of securing additional land for a standard road allowance, and may even require the removal of structures.

Road Closure

Closing the roadway is also not practical as several homes front on Foss Lane. There are also water and sewer mains running beneath the roadway.

FINANCIAL CONSIDERATIONS

The cost to install a road sign is minimal.

ALIGNMENT TO STRATEGIC PRIORITIES

Outstanding Service - Improving Health and Safety for the public.

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

The vast majority of drivers using Foss Lane are already aware of its limitations. A "Road Narrows" sign will alert those approaching Foss from Burnside of the restriction and is certainly warranted as a first step towards improving public safety. Should the problem persist, Council should then consider changing Foss Lane into a one-way street.

CONSULTATIONS

Timiskaming Health Unit

Timiskaming District Road Safety Coalition

Manager of Operations and Engineering

Senior Management Team

ATTACHMENTS

N/A



REPORT TO COUNCIL

Meeting Date: 16/08/2022	Report Number: 2022-PW-014
Presented by: Jim Roman	Department: Public Works

REPORT TITLE

Emergency Repair to Vacuum Flusher Truck

Recommendation(s)

BE IT RESOLVED THAT Report Number 2022-PW-014 entitled **"Emergency Repair to Vacuum Flusher Truck"** be received;

AND THAT Council hereby approve the repair to the Vacuum Flusher Truck utilizing a new rodder pump, at an estimated cost of \$25,618.94 plus HST;

AND FINALLY THAT the funds for such repair be drawn from the Working Capital Reserve.

INTRODUCTION

The Vacuum Flusher Truck is a vital piece of equipment used by Public Works when performing scheduled work and emergency system repairs. This unit utilizes an integrated high-pressure water and vacuum system mounted on a truck chassis, and is used to daylight buried utilities and infrastructure, as well as to flush storm and sanitary sewer lines.

DISCUSSION

The pump which provides the high-pressure water has failed. An authorized serviceman conducted a site visit however was unsuccessful in his attempts to repair the unit. His recommendation was to replace the pump with either a new pump, or a remanufactured one.

OTHER ALTERNATIVES CONSIDERED

It currently costs Public Works approximately \$3,000.00 per day to rent a comparable unit and operator, and only if one is available.

Should Council elect not to use funds for the repair from the Working Capital Reserve, they may direct staff to find room within the 2022 Operating Budget. This will displace other operational work.

FINANCIAL CONSIDERATIONS

Staff requested an estimate for replacement of the pump with either a new pump, or a remanufactured pump. The proposed cost is:

New \$25,618.94 + HST c/w 1 year warranty, in stock

Remanufactured \$15,306.82 + HST c/w 90 days warranty, 3-4 weeks lead time

This unit is used in the most extreme weather conditions, and in emergency situations cannot reasonably be expected to be handled with kid gloves. This favours the 1-year warranty period. As well, the additional lead time for a remanufactured pump increases the likelihood of Public Works needing an emergency rental. For these reasons, staff believe the additional cost is warranted and recommend a new pump for the repair.

ALIGNMENT TO STRATEGIC PRIORITIES

Repair of the unit is in alignment with the aim for financial sustainability.

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

This was an unexpected failure of an essential piece of equipment, therefore, the repair was not budgeted for. The repair is needed to maintain existing operations, and to avoid excess equipment rental costs.

CONSULTATIONS

Treasurer

Senior Management Team

Manager of Operations and Engineering

Roads Supervisors

ATTACHMENTS

N/A



REPORT TO COUNCIL

Meeting Date: 16/08/2022	Report Number: 2022-PW-015
Presented by: Jim Roman	Department: Public Works

REPORT TITLE

Asphalt Paving 2022

Recommendation(s)

BE IT RESOLVED THAT Report Number 2022-PW-015 entitled **"Asphalt Paving 2022"** be received;

AND THAT Council hereby awards a contract to Miller Paving Ltd. for RFT-587-22, for the Town's 2022 asphalt paving requirements for the tendered amount of \$249,795.50 plus HST;

AND FINALLYTHAT an Execution By-Law authorizing the Mayor and Municipal Clerk to execute the contract between the Town of Kirkland Lake and Miller Paving Ltd. be brought forward for three readings on August 16, 2022.

INTRODUCTION

The Town of Kirkland Lake requires full width asphalt paving on Wilson Avenue from Federal to Grierson, on Young Avenue from Third to Fourth, and on Dixon Avenue at Spruce. As well, there are several asphalt patches scattered throughout the town which are needed due to main breaks, road repairs, and other infrastructure work. This work will remove the need for weekly maintenance of the gravel driving surfaces, as well as eliminate the associated dust, erosion, and bumpy driving surfaces.

DISCUSSION

"RFT-587-22 Asphalt Paving Services" was issued on July 19, 2022, and closed on August 10, 2022. The Town received 2 tenders which were checked for completeness and accuracy. Both were found to be fully compliant. The tender results are as follows:

Contractor	Tender Amount
Miller Paving Ltd.	\$249,795.50 + HST
Demora Construction Services Inc.	\$268,848.00 + HST

OTHER ALTERNATIVES CONSIDERED

n/a - The work has previously been approved by Council.

FINANCIAL CONSIDERATIONS

\$269,664 was placed in the 2022 capital budget for completion of this year's asphalt paving requirements, which is sufficient to compete the work.

ALIGNMENT TO STRATEGIC PRIORITIES

 Pillar:
 Achieve Sustainable Operational Excellence

Area of Focus: Better Management of Capital Assets

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

Staff recommends awarding the paving contract to Miller Paving Ltd. There are sufficient funds within the approved 2022 capital budget to complete the required work. It will serve to eliminate the maintenance, dust, erosion, and bumps associated with gravel driving surfaces.

CONSULTATIONS

Manager of Operations and Engineering

Procurement and Risk Management Coordinator

Senior Management Team

ATTACHMENTS

N/A



EPORT TO COUNCIL

Meeting Date: 16/08/2022	Report Number: 2022-PW-013
Presented by: Jim Roman	Department: Public Works

REPORT TITLE

Purchase of 2 New Backhoes

Recommendation(s)

BE IT RESOLVED THAT Report Number 2022-PW-013 entitled "**Purchase of 2 New Backhoes**" be received;

AND THAT Council authorize the purchase of 2 new backhoes from Toromont Cat, for the tendered price of \$368,392.00 + HST + trade-in of 2 existing backhoes;

AND THAT the funds required in excess of the approved Capital Budget be drawn from the approved capital airport RATI project, and within two (2) "parts and services" accounts as noted in the 2022 Operating Budget for the Public Works Department.

AND FINALLY THAT and Execution By-Law authorizing the Mayor and Municipal Clerk to sign all bill of sale documents as may be required be brought forward for three readings at the August 16, 2022 meeting.

INTRODUCTION

Both backhoes at Public Works are well beyond their useful life and on the verge of structural failure, rendering them unusable. Council approved the purchase of 2 new backhoes in the 2022 capital budget at an estimated cost of \$310,389.00 plus trade-in of the 2 existing units.

DISCUSSION

Tender RFT-584-22 was issued for the purchase of 2 new backhoes, with two tenders received by the closing date of July 14, 2022. The results are summarized as follows:

Dealer	Unit Cost	Unit Trade	Unit Net	Total Net	Non- refundable HST	Total Cost
Toromont Cat	\$214,196	\$30,000	\$184,196	\$368,392	\$6,444	\$374,876
Brandt Tractor	\$217,900	\$32,500	\$185,400	\$370,800	\$6,526	\$377,326

After review of the tenders, staff recommend accepting the low tender from Toromont Cat. It is noted that the total cost exceeds the approved budget by \$64,487, or \$32,244 per backhoe. This can be attributed to 2 factors:

- an increase in the base price of the units from the time of the initial estimate to the time of actual tender
- the addition of required options over the unit base price

OTHER ALTERNATIVES CONSIDERED

Council may opt to purchase only the one unit this year, and budget for the second unit in 2023. This is not recommended as the remaining backhoe could very well fail, with both required to maintain existing operations. Furthermore, doing so would require retendering for a single unit, and the competitive pricing indicates we may not get such a good price for a single unit, either now or again next year.

FINANCIAL CONSIDERATIONS

In order to make up the budget shortfall without the need to draw from reserves, staff recommend the following budget changes:

redirect unused capital amount from airport RATI purchases	\$38,900.00	
charge to remaining "parts and service" budgeted for backhoes (was budgeted in event of major equipment failure)	\$15,600.00 accounts 1-4-311256, 1-4-311257	
charge to available "parts and service" budgeted for Volvo grader	\$10,000.00 Account 1-4-311252	
TOTAL ADJUSTMENTS	\$64,500 = budget shortfall for backhoes	

It has been confirmed that there will be no issue with redirecting funds from the airport RATI project. Council could always opt to draw the required funds from the working capital reserve.

ALIGNMENT TO STRATEGIC PRIORITIES

 Pillar:
 Achieve Sustainable Operational Excellence

Area of Focus: Better Management of Capital Assets

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

Staff recommend acceptance of the tender from Toromont Cat and proceeding with the purchase of the 2 backhoes.

CONSULTATIONS

Treasurer

Senior Management Team

Manager, Operations and Engineering

ATTACHMENTS

Attachment 1 - Tender Submission, Toromont Cat

Attachment 2 – Tender Submission, Brandt Tractor Ltd.

Schedule "A" Tender Form

Each **TENDER 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 Tender.

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 Tender 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 Tender.

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

Pricing Summary Schedule

ITEM #	Item Description		TOTAL BID
1	New Backhoe #1	2023 430-07	\$214,196.00
2	New Backhoe #2	2023 430-07	\$214,196.00
3	Trade-in 2006 CAT 430EIT	DDT00343	(\$30,000.00)
4	Trade-in 2010 CAT 430EIT	SCD00371	(\$30,000.00)
		SUB-TOTAL	\$368,392.00
		HST	\$47,890.96
		TOTAL	\$416,582.96

Other Submissions Required:

• Provide/submit all documentation and specifications on the New Backhoes

Page 1 of 8 to be submitted

Schedule "B" – Minimum Requirements

No.	Description	Comply (Yes/No)	Details / Comments
1	Engine Net Horsepower – 97hp	Yes	107HP
2	4 Wheel Drive	Yes	
3	Extending Stick	Yes	
4	Dig Depth – Extended 19.5ft	No	19' 3"
5	Hydraulic Thumb	Yes	
6	CAT front quick connect bucket with minimum capacity of 1.31 yd3	Yes	IT Hook Up
7	CAT Quick Connect for back digger	Yes	
8	The machine offered must include all standard features for the model year that are not stated in this specification	Yes	
9	Engine shall meet or exceed current Final Tier 4 Exhaust emission level standards	Yes	
10	Engine air filters shall be removable without the use of tools	Yes	
11	To be supplied with extended life coolant/antifreeze with a minimum protection of -45 degrees Celsius. Coolant must meet or exceed engine manufacturer's specs.	Yes	
12	Automatic Transmission with ability to select gears	Yes	
13	Forward/Reverse to be controlled electronically on joystick	Yes	

14	Transmission to provide a transmission neutral mode	Yes	
15	Machine equipped with automatic ride control that can be operated in the on, off or automatic modes	Yes	
16	Cab – AM/FM radio + UHF w/Town Frequencies (Supply only, do not install) *Please indicate UHF compatible brands*	Yes	AM and FM only.
17	Cab Heater & Defroster	Yes	
18	Cab Air Conditioning	Yes	
19	Cab - Safety glass safety windows	Yes	
20	Cab - Sun Visors	Yes	
21	Cab – Windows that fully open	Yes	
22	Two-way radio mounting location with power and ground studs to be provided.	Yes	Mounting location to be advised at the delivery of the new machines
23	Full instrumentation, including hour meter, engine oil pressure and Temp. gauges, fuel gauge, charging system gauge	Yes	
24	Steering wheel, and transmission controls shall be adjustable as a single unit (tilt steering)	Yes	
25	Cloth covered air-suspension seat, c/w heavy-duty seat cover, that is fully adjustable.	Yes	
26	3 inch operator seat belt	Yes	

27	Electric windshield wipers and washers at front and rear. Intermittent front wipers	Yes	
28	Large external mirrors and internal mirror.	Yes	
29	Audible warning system that sounds when the transmission is engaged and the parking brake is applied	Yes	
30	Amber strobe light mounted on top of the cab to be controlled by a switch in the cab + Blue Strobe light also on a separate switch	Yes	Blue and Amber Light
31	Machine equipped with a backup alarm 97 dba +	Yes	
32	Machine equipped with a horn	Yes	
33	Automatic engine shut down device for Low oil and High Temperature	Yes	
34	Automatic bucket levelling	Yes	
35	Tires (min) - Front 12.5 - 80R18 - Rear 19.5 L-24	Yes	340 80R18
36	Automatic Lubrication System *Please indicate Brand*	Yes	Lincoln Auto grease Installed by Coolheat
37	Stabiliser Pads – both rubber and steel interchangeable	Yes	
38	Parts & Service Manuals – Hard copy and Electronic	Yes	

Page 4 of 8 to be submitted

Declaration

/We	Toromont Cat	offer	to	supply	the	requirements
stated within.		_				

The corresponding total cost of \$ 2416,582.96 Tax included.

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

The specifications have been read over and agreed to this <u>14</u> day of <u>July</u> 2022.

Company Name:	Toromont Cat				
Contact Name (p	<i>lease print</i>): <u>Derek Hamelin</u>				
Title: Machine Sa	ales Rep.				
Mailing Address:	99 Jaguar Drive,				
Town/City:	Timmins	Postal Code: <u>P4R 0A1</u>			
	705-268-9900	Fax: 705-268-9909			
	olicable): 705-363-6768				
Email: dhamelin@toromont.com					

Authorizing Signature:

"I have the authority to bind the company/corporation/partnership"

DocuSigned by: 2798242B77E48E

Signature

Page 5 of 8 to be submitted

Non-Collusion Affidavit

I/We <u>Derek Hamelin</u> the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Tender.

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

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

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

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

Dated at	9:00 AM	this <u>14th</u> day of	July	2022.
Signature		DocuSigned by: 92798242B77E48E		
Company Name	Toromont Cat			
Title	Machine Sales	Rep.		

Page 6 of 8 to be submitted

Conflict of Interest Declaration

Please check appropriate response:

- I/We hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- M 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 Situations:

Delivery date can only be guaranted with a firm order. Delivery is subject to order.

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

Dated at ______9:00 AM ______this _14th _ day of ______July _____2022.

Firm Name: Toromont Cat

Bidder's Authorization Official: Derek Hamelin

Title: Machine sales representitive

DocuSigned by: -92798242B77E48E...

Signature

Page 7 of 8 to be submitted

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Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name: Derek Hamelin

Company Name: <u>Toromont Cat</u>

Address: 99 Jaguar Drive, P4R 0A1, Timmins, ON, Canada

Phone Number: 705-268-9900

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

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

	DocuSigned by:
Signature	92798242B77E48E

7/14/2022 Date

Page 8 of 8 to be submitted

Declaration

I/We ______ Brandt Tractor Itd. _____ offer to supply the requirements stated within.

The corresponding total cost of \$ ______ Tax included.

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

The specifications have been read over and agreed to this <u>8</u> day of <u>July</u> 2022.

Company Name:		BRANDT TRA	ACTOR LTD.	
Contact Name (please print):		Mike Geo		
Title:		Territory	manager	
Mailing Address:		4087 Hwy	101 West	
Town/City:	Timmins On.		Postal Code: _	P4N 7X8
Telephone:	705-268-7933	Fax:		N/A
Cell Phone (if applie	cable):	705-360-3344		
Email:	mge	offroy@brandt.ca		

Authorizing Signature:

"I have the authority to bind the company/corporation/partnership"

Lloyd Nornminton Director of governmental sales

Signature

Page 5 of 8 to be submitted

Page 206 of 289

Received 501 14/22

10:44 AM B



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Town of Kirkland Lake

G

Supply and Delivery of Two (2) New Backhoes

RFT Number: 585-22-RFT

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

Closing Date and Time: July 14, 2022; 2:00 PM

Schedule "A" Tender Form

Each **TENDER 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 Tender.

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 Tender 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 Tender.

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

Pricing Summary Schedule

ITEM #	Item Description		TOTAL BID
1	New Backhoe #1		\$ 217,900.00
2	New Backhoe #2		\$ 217,900.00
3	Trade-in 2006 CAT 430EIT		\$ 25,000.00
4	Trade-in 2010 CAT 430EIT		\$ 40,000.00
		SUB-TOTAL	\$ 370,800.00
		HST	\$ 48,204.00
		TOTAL	\$ 419,004.00

Other Submissions Required:

Provide/submit all documentation and specifications on the New Backhoes

Page 1 of 8 to be submitted

Schedule "B" – Minimum Requirements

No.	Description	Comply (Yes/No)	Details / Comments
1	Engine Net Horsepower – 97hp	YES	Net Peak Power (ISO 9249) 87 kW (116 hp) at 1,900 rpm
2	4 Wheel Drive	YES	4WD
3	Extending Stick	YES	Extended diperstick
4	Dig Depth – Extended 19.5ft	YES	6.00 m (19 ft. 8 in.)
5	Hydraulic Thumb	YES	Deere Thumb
6	CAT front quick connect bucket with minimum capacity of 1.31 yd3	YES	John Deere Worksight pro coupler fitting John Deere, JRB and Cat IT attachments. A John Dere 1.5 genera purpose bucket provided
7	CAT Quick Connect for back digger	YES	John Deere Mechanical Multibrand coupler fitting John Deere, Case and Cat bucket
8	The machine offered must include all standard features for the model year that are not stated in this specification	YES	As specified
9	Engine shall meet or exceed current Final Tier 4 Exhaust emission level standards	YES	EPA Final Tier 4/EU Stage IV
10	Engine air filters shall be removable without the use of tools	YES	As specified
11	To be supplied with extended life coolant/antifreeze with a minimum protection of -45 degrees Celsius. Coolant must meet or exceed engine manufacturer's specs.	YES	As specified
12	Automatic Transmission with ability to select gears	YES	As specified
13	Forward/Reverse to be controlled electronically on joystick	YES	5 Forward and 3 reverse gear On steering wheel and have ability to downshift from the loader controler

11

14	Transmission to provide a transmission neutral mode	YES	As specified
15	Machine equipped with automatic ride control that can be operated in the on, off or automatic modes	YES	As specified
16	Cab – AM/FM radio + UHF w/Town Frequencies (Supply only, do not install) *Please indicate UHF compatible brands*	YES	AM/fm/WB radio without UHF Addenda 1
17	Cab Heater & Defroster	YES	As specified
18	Cab Air Conditioning	YES	As specified
19	Cab - Safety glass safety windows	YES	As specified
20	Cab - Sun Visors	YES	As specified
21	Cab – Windows that fully open	YES	As specified
22	Two-way radio mounting location with power and ground studs to be provided.	YES	As specified
23	Full instrumentation, including hour meter, engine oil pressure and Temp. gauges, fuel gauge, charging system gauge	YES	As specified
24	Steering wheel, and transmission controls shall be adjustable as a single unit (tilt steering)	YES	As specified
25	Cloth covered air-suspension seat, c/w heavy-duty seat cover, that is fully adjustable.	YES	As specified
26	3 inch operator seat belt	YES	As specified

12

27	Electric windshield wipers and washers at front and rear. Intermittent front wipers	YES	No rear washer provided on our equipment for safety reason. Deere does not want the operator to be in contact with a corosive fluid Addenda 1
28	Large external mirrors and internal mirror.	YES	As specified
29	Audible warning system that sounds when the transmission is engaged and the parking brake is applied	YES	As specified
30	Amber strobe light mounted on top of the cab to be controlled by a switch in the cab + Blue Strobe light also on a separate switch	YES	As specified
31	Machine equipped with a backup alarm 97 dba +	YES	As specified
32	Machine equipped with a horn	YES	As specified
33	Automatic engine shut down device for Low oil and High Temperature	YES	As specified
34	Automatic bucket levelling	YES	At end of travel to avoid spillage on the hood. No Parallel lift available
35	Tires (min) - Front 12.5 - 80R18 - Rear 19.5 L-24	YES	Equivalent with front: 12.5/80-18 R4 (10) rear: 21L-24 R4 (12)
36	Automatic Lubrication System *Please indicate Brand*	YES	Lubecore Automatic lube system
37	Stabiliser Pads – both rubber and steel interchangeable	YES	As specified
38	Parts & Service Manuals – Hard copy and Electronic	YES	As specified

Page 4 of 8 to be submitted

Non-Collusion Affidavit

I/We <u>Lloyd Norminton for Brandt Tractor</u> the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Tender.

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

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

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

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

Dated atEdm	nonton Ab. t	this8_ day of	July	2022.
		3HAD	_	
Signature		in in		
Company Name		Brandt Tractor I	Ltd	
Title	Direct	tor of government	al sales	

Page 6 of 8 to be submitted

Conflict of Interest Declaration

Please check appropriate response:

- I/We hereby confirm that there is not nor was there any actual or perceived conflict X 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 Situations:

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

Dated at	Edmonton Ab.	this 8	day of	July	2022.

Firm Name: _____ Brandt Tractor Ltd.

Bidder's Authorization Official: Lloyd Norminton

Title: _____ Director of governmental sales

Signature

Page 7 of 8 to be submitted

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name:	Lloyd Norminton	
Company Name:	Brandt Tractor ltd.	
Address:	4087 hwy 101 west Timmins On. P4N 7X8	
Phone Number:	705-266-5101	

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

Signature

July 8, 2022.

Date

Page 8 of 8 to be submitted

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REPORT TO COUNCIL

Meeting Date: 16/08/2022	Report Number: 2022-DEV-044
Presented by: Wilfred Hass	Department: Development Services

REPORT TITLE

Alternate Options for the Implementation and Management of the Municipal Accommodation Tax

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-DEV-044 entitled "**Alternate Options for the Implementation and Management of the Municipal Accommodation Tax**" be received;

AND THAT Council direct the Chief Administrative Officer to undertake a business case study in preparation for the establishment of a Tourism Development Corporation, the funds for which shall be drawn from the 2022 Economic Development's Operating Budget;

AND FINALLY THAT Council direct the Chief Administrative Officer to prepare a draft Terms of Reference for an economic development and tourism strategy for presentation at the next term of Council.

INTRODUCTION

At its December 7, 2021 meeting, Council received Memorandum 2021-DEV-062 entitled "Economic Development Corporation Briefing". This report provided an overview of the various methods municipalities may use to provide economic development services. It explored the advantages of the internal delivery method (a service delivered directly by the municipal corporation) and the external delivery method (service delivered through an arm's length, independent entity). The report concluded that the relative effectiveness of each model depended largely on the mandate the organization was given by Council and the resources (time, people, money) available to achieve that mandate.

At its April 20, 2022 meeting, Council directed that a report be prepared to include information on alternative options to address the management and implementation of a

Municipal Accommodation Tax (MAT) in the Town of Kirkland Lake. A description of the process involved in setting up an economic development corporation was specifically requested as it was seen as a means to administer MAT funded tourism initiatives in lieu of any other organizations assuming a partnership role.

DISCUSSION

Legislative References

1. Municipal Service Corporations

The legislative authority for a municipality to create an arm's length Municipal Service Corporation (MSC) is established under Section 203 of the *Municipal Act*, and pursuant to Ontario Regulation 599/06. It states that a municipality acting alone, or in cooperation with other public sector entities, may establish an MSC if:

- (a) the corporation's purpose is to provide a system, service or thing that the municipality itself could provide; or
- (b) the establishment of the corporation is expressly authorized by Regulation. O. Reg. 599/06, s. 3.

An economic development corporation is recognized as an MSC, and is, once established, considered a local board of the municipality for the purposes of Section 326 of the *Municipal Act*. Section 326 allows the municipality to identify the corporation as a special service and determine how it will be funded by the municipalityⁱ.

2. Municipal Accommodation Tax

The legislative authority to implement a municipal accommodation tax is established under Transient Accommodation Regulation 435/17. It prescribes how revenues are to be shared between a municipality and the designated eligible not-for profit tourism organization(s) in that municipality:

• Fifty per cent of the revenues are to be remitted annually to one or more eligible not for profit tourism entities. "Eligible tourism entity" is defined broadly in the Regulation as a non-profit entity whose mandate includes the promotion of tourism in Ontario or in a municipality. The Regulation defines tourism promotion to include product development and promotion done directly by the entity or third parties (i.e. a community organization).
• The other 50 per cent of taxes generated remain with the municipal government and can be used as directed by Council. In keeping with the spirit of the tax, municipalities frequently use their share to support Council approved improvements to their tourism infrastructure (including sport, cultural facilities) and/or promotion capacity.

Kirkland Lake Options

In Kirkland Lake, the number of eligible tourism entities are very limited. Some, like the Golden Corridors Snowdrifters have the appropriate mandate but do not have the organizational capacity to be a partner. Others, like the Chamber of Commerce, do not see a fit with their mandate. In lieu of a willing local partner, the municipality may choose to create an entity. Staff put forward two options for Council's consideration:

- 1. An Economic Development Corporation (EDC) that specifically has tourism promotion as part of a larger mandate would constitute an "eligible tourism entity" under Ontario Regulation 435/17.
- 2. A Tourism Development Corporation (TDC) with a mandate limited to the promoting and developing Kirkland Lake as a tourism destination.

Which of the two options is the most appropriate depends on Council's priorities, what Council wishes to achieve with the corporation and the resources it is willing to attribute.

- If Council intends to transfer all or most of the economic development functions that are currently provided by the municipal government (i.e. investment attraction, business development, labour force development, etc.) then the EDC is more appropriate. It would be a larger and multi-faceted organization, with appropriate resources. In this scenario, the municipality shifts responsibility for economic development and tourism promotion to an external agency while related activities such as administration of the Community Improvement Program etc. are assigned to other municipal staff.
- If Council's priority is to find "alternative options to address the management and implementation of a Municipal Accommodation Tax in the Town of Kirkland Lake", as per Council's directions on April 20, 2022, then a TDC is more appropriate. Its narrower focus and limited responsibilities indicate it could become fully operational faster, be less expensive to operate, promote greater community buyin and be nimbler in responding to opportunities. In this scenario, the municipality would retain an inhouse capacity regarding economic development that would complement and support the TDC.

EDC/TDC Comparative Overview

- Implementation Process: Ontario Regulation 599/06 establishes the steps that must be followed to establish an MSC:
 - Develop a business case study for the proposed corporation.
 - Consult with the community about the plan to create the proposed corporation.
 - Adopt an asset transfer policy.

The business case study is a foundation document that sets out Council's reason for wanting to set up a corporation, its vision of what it will accomplish, the principles according to which it will operate as well as the administrative framework for the corporation, such as governance, staffing, objectives, finance, etc. Best practice is that Council participates in creating a draft document that is used as the basis for the community consultation. The feedback from the consultation is used to modify the study and the final draft is brought back to the Council table. If the study is accepted by Council, Council would then direct the CAO to proceed with incorporating and organizing the new corporation.

The asset transfer policy establishes the process for transferring municipal assets to the corporation, how the value of the asset is determined, price, permitted uses, restrictions on future transfer of the assets, retrieval of the asset should the Corporation be dissolved, and any other terms and conditions as deemed advisable (O. Reg. 599/06, s.7). "Assets" may include financial assistance, equipment, material, and services including human resources and expertise, and would apply whether the corporation is housed within the municipal structure or external to it.

- Legal structure: If Council's intent is to create an entity that is legally separate and independent from the municipal government but aligned with Council's priorities, then staff recommends establishing a non-share, not for profit corporation wholly owned by the municipalityⁱⁱ.
- Governance: The municipality, as the sole shareholder, will be responsible for appointing the Board of Directors and officers, and setting the operational agenda. Staff recommends that the voting members of the Board comprise the mayor, a councillor and the Chief Administrative Officer. If desired, non-voting directors could be drawn from the community, or partner agencies (acting in ex-officio capacity). This will help ensure alignment between Council's priorities and corporate operations.
- Accountability: Public confidence would be important for either entity. As a local board of the municipality, either corporation is subject to the Municipal Conflict of Interest

Act and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Council members appointed to the Board remain subject to the provisions of the Municipal Act and all applicable municipal bylaws and policies. Key governance documents such as financial statements, business plans etc. would form part of the Corporation's annual reporting to Council. The corporation would be included in the municipality's annual audit and reported in the Town's financial statements.

- Public Participation: Both entities offer ample opportunity for the community to contribute expertise and guidance be that as board members, as part of an advisory committee, project partner, etcⁱⁱⁱ. A tourism advisory committee providing strategic guidance to the Board of a TDC would be beneficial given how dependent tourism is on local support. It would also address a major concern that was voiced during the MAT consultations, specifically the industry's desire to be involved in the decision making as to how the MAT proceeds are used.
- Municipal Assistance: Both entities would be eligible for municipal assistance (financial, tangible assets, services, human resources, equipment, facilities, etc.) provided the entity remains wholly owned by the municipality (Ontario Regulation 599/06 s. 15). These services can be provided at less than fair market value but if so, Ontario Regulation 599/06 requires the municipal treasurer to prepare a statement of the value of any grant to the Corporation or an estimate of the fair market value of any other assistance provided (see asset transfer policy below). Municipal assistance would be important as the ability of either entity to earn revenue is limited, especially in the initial stages of operation.
- MAT Funding: For consistency purposes, the same calculation is used as was presented to Council in 2019 (204 rooms in use based on room counts published by the MicroTel, Comfort Inn and Super 8 Hotel only); and assuming 60% occupancy which has been disputed by the hoteliers):

204 x 60%= 122 rooms \$150.00 x 4%= \$6.00 tax 122 x \$6.00 = \$732.00 tax revenue per night \$732.00 x 365 days per year = \$267,180.00 tax revenue per year

- Town Share: \$133,590.00 (may be used at Council's discretion; a reasonable percentage may be used to offset costs of collecting and administering the MAT)
- Corporation Share: \$133,590.00 (must be used for the for the exclusive purpose of promoting tourism)

The municipality may use its share of MAT revenues to offset operating costs for either a TDC or EDC (Ontario Regulation 435/17 allows the municipality to use its portion of MAT revenues to offset costs associated with collecting and administering the tax). For example, the City of Vaughn uses MAT revenues to fund municipal employees seconded to its TDC. The same could be done in Kirkland Lake, with staff being assigned on a full or part time basis to the TDC. For example, the Town's Economic Development Officer could provide management. This would be supplemented as needed by other staff (i.e. a new hire, an intern, or a person seconded from another Corporate department).

- Only costs specific to tourism programming would be covered by the MAT funding, regardless of whether the entity is a TDC or EDC. The TDC is in a better position in this regard as all its expenses (administrative and programming) are tourism based. An EDC with a broader scope of activity would require additional support from the municipality.
- Additional Funding: Both entities would be expected to explore other sources of funding such as:
 - Corporate sponsorship
 - Donations and private sector partnerships
 - Project based provincial and federal government grants and loans
 - Off setting program costs through building partnerships with other organizations
 - Revenue generating activities.
- Cost to Operate: The difference in the proposed operational scope between and EDC and a TDC will determine the respective costs of operation. The main cost centre for either entity will be human resources. Once either is up and running, the ideal minimum core staffing would be a manager and an officer. Supplemental resources would include an administrative assistant. On an as-needed basis, short term contractors could be employed, as well as interns (90% funded) and consultants brought in on a project basis and partially funded through project dollars. Support services (administrative assistant, IT support, finance, specialized services such as planning, etc.) would be provided by the town at a pre-determined cost. Overall, EDC costs would be comparatively higher, reflecting the greater scope of activity, greater specialization, and concomitant higher remuneration costs. TDC costs would be lower if the core staff are seconded on a partial basis from the municipality.

Staff Recommendations

- 1. Staff recommend that Council proceed with creating a Tourism Development Corporation for the following reasons:
 - It addresses Council's immediate goal which is to implement the MAT.
 - It has a narrower focus and is less resource intensive than an EDC, meaning it should be easier to get up and running, and be less expensive to operate. A limited mandate with clear objectives could potentially make it easier to attract community support and industry cooperation as well.
 - It is a more manageable undertaking for municipal administration. The municipal corporation has only recently begun to return to proper staffing levels. Administration's attention, now and for the foreseeable future, is on modernizing processes and systems, and working with Council to enunciate a vision for the future of the Corporation and the Town. An EDC will require more attention from the CAO and specialized corporate support services such as Information Systems and Treasury. In comparison, a TDC working out of the existing structure and leveraging seconded staff would be less demanding on corporate resources.
 - Council's perspective on the merits of an MSC will continue to evolve, as will
 its priorities for the MSC. A TDC can evolve with it. Articles of incorporation and
 terms of reference can be amended, as can branding and such should a
 change in the municipal brand make that desirable. In other words, once the
 Town reaches a point where its economic development program is better suited
 to reside within an MSC, the operational TDC can be expanded to
 accommodate such objectives.
- 2. Staff recommend that a Council direct the CAO to engage a qualified third party to create an economic development and tourism strategic plan for the municipality. The plan would be developed in consultation with the community, and would lay out an economic vision, mission, and goals for the community, and outline the strategies and specific actions that will be taken to achieve these goals. That would provide an invaluable framework to guide the Town's economic and tourism development in the future (regardless of whether things are done in-house or through an external agency). It will help the municipality define its priorities and determine what resources are needed. It will help residents, businesses, and other partners understand and buy into the process. It will also be critical to securing program and project funding from the senior levels of government in the future.

Town of Kirkland Lake – Report to Council – Alternate Options for the Implementation and Management of the Municipal Accommodation Tax

Staff recommend that the terms of reference for such a strategy be brought forward to the new Council early in 2023 for approval. That will ensure that the new Council can provide input prior to an RFP being released.

Going Forward

Should Council decide to proceed with a municipal service corporation, the next steps are as follows:

- Complete a business case study in support of the proposed corporation, inclusive of public consultation.
- Acceptance of the business case study by Council.
- Council directs the CAO to proceed with the incorporation and organization of the MSC.
- Council directs the CAO to bring back for Council's consideration an asset transfer policy.

Once the new organization is incorporated, the MAT may be re-introduced to Council (the eligible tourism entity must be in place before Council passes a bylaw authorizing the application of a MAT). This schedule should provide the Treasury Department with sufficient time to put the framework in place to administer the MAT; something that has not been possible in the past due to staffing shortages.

OTHER ALTERNATIVES CONSIDERED

The desire to create a mechanism unique to Kirkland Lake to administer MAT funding limits the alternatives available. An entity external to Kirkland Lake could be approached but it is unlikely to be as responsive to community interests and Council's priorities.

FINANCIAL CONSIDERATIONS

Legal and administrative costs associated with incorporation are estimated at \$5,000.00. This may be drawn from the 2022 economic development budget.

Costs associated with creating business case study are estimated to be \$10,000.00. This may be drawn from the 2022 economic development budget.

An economic development strategy is estimated to be about \$60,000. This may be drawn from the 2023 economic development budget.

It is not possible to project annual operating costs for either a TDC or EDC without knowing the mandate or scope of activities. That includes projecting the ongoing costs to the municipality as per Ontario Regulation 599/06. For point of comparison, in 2022, the municipality budgeted \$255,600.00 for economic development and tourism, including \$50,000.00 in program funding (Community Grant and Community Improvement Program).

ALIGNMENT TO STRATEGIC PRIORITIES

Promote economic growth.

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

This report was prepared in response to a request from Council to explore alternative options to address the management and implementation of a Municipal Accommodation Tax (MAT) in the Town of Kirkland Lake.

An EDC was specifically identified as an option to explore. The report demonstrated that an EDC and a TDC are equally viable instruments. Staff recommend a TDC because it specifically addresses the implementation of the MAT, and its narrower focus and limited responsibilities mean it could become fully operational faster, be less expensive to operate, promote greater community buy-in and be nimbler in responding to opportunities.

Staff also recommend that a comprehensive community economic development and tourism strategic plan to guide the municipality in its efforts.

CONSULTATIONS

Senior Management Team

ATTACHMENTS

N/A

ENDNOTES

ⁱ Ontario Regulation 599/06. Section 9(1) of Regulation 599/06 defines economic development services as:

(a) the promotion of the municipality for any purpose, including by the collection and dissemination of information and the development of economic development strategic plans,

(b) the acquisition, development and disposal of sites in the municipality for residential, industrial, commercial and institutional uses,

(c) provision of public transportation systems,

(d) provision of residential housing,

(e) provision of general parking facilities,

(f) providing a counselling service to or encouraging the establishment and initial growth of small businesses operating or proposing to operate in the municipality,

(g) undertaking community improvement consistent with a community improvement plan approved by the municipality under subsection 28 (4) of the Planning Act,

(h) improvement, beautification and maintenance of municipally-owned land, buildings and structures in an area designated by the municipality beyond the standard provided at the expense of the municipality generally, and promotion of any area of the municipality as a business or shopping area,

(i) provision of facilities for amusement or for conventions and visitors' bureaus,

(j) provision of culture and heritage systems. O. Reg. 599/06, s. 9 (4).

ⁱⁱ A corporation is a separate legal entity that has been incorporated through a registration process established by legislation (Ontario-Provincial or Federal). Incorporated entities have legal rights and liabilities that are distinct from its shareholders. Corporations tend to provide limited liability to its "owners" and are either non-share or share structured. The Municipal Act permits the incorporation of both share and non-share corporations.

It is staff's interpretation that Council's intent is to create an entity that is legally separate and independent from the municipal government to achieve the economic development priorities established by Council. To this end, staff recommend establishing a non-share corporation wholly owned by the municipality. The Corporation would be a not for profit which carries on activities without monetary gain. The Corporation may still engage in activities that are revenue producing, but such activities must be incidental to the principal objects of the Corporation, in furtherance of those objects and cannot be accumulated for extended periods of time.

The benefits and potential reasons for this structure are:

1) it is a separate legal entity distinct from its members, has the capacity to own property, to sue and be sued and it affords limited liability protection to its members;

2) it is not affected by changes in its members;

3) it is generally incorporated for a particular purpose governed by its principal non-profit objects;

4) profits generated may be re-invested in furtherance of its principal objects;

5) it may be wound-up after having accomplished its principal objects or it may continue its existence indefinitely;

6) the Board of Directors can expand the expertise available to the municipality by electing outside directors with relevant experience as projects dictate;

7) can respond to opportunities faster and in a manner consistent with confidential commercial transactions; and

8) the Town can provide assistance to it notwithstanding the usual prohibition against bonusing corporations.

A wholly owned share capital corporation is feasible if Council wishes to have other partners participate in the Corporation. Staff refer to Ontario Regulation 599/06 s. 15 which stipulates that the Corporation must be wholly owned if it is to be eligible for municipal assistance. To mitigate this, staff suggest the Town hold the voting shares and the other partners are limited to non-voting shares. That would have to be referred to a lawyer for further investigation.

ⁱⁱⁱ For example, the Kirkland Lake Multi-Cultural Group (newcomer attraction), the Chamber of Commerce (business representation) Kirkland District Community Development Corporation (financial assistance, business counselling), Museum of Northern History (tourism), Golden Corridor SnowDrifters (winter tourism).



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-058

BEING A BY-LAW TO ESTABLISH USER FEES FOR THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

WHEREAS Section 391(1) of the *Municipal Act RSO 2001, c.25, as amended* authorizes Council to pass bylaws imposing fees or charges for services or activities provided or done by or on behalf of the municipality and for the use of its property;

AND WHEREAS Section 69 of the *Planning Act, RSO 1990, Chapter P.13*, provides that Council may prescribe a tariff of fees for the processing applications made in respect of planning matters;

AND WHEREAS Section 7 of *the Building Code Act, SO, 1992, Chapter 23*, as amended, authorizes Council to pass bylaws requiring the payment of fees on application for and issuance of permits and prescribing the amounts thereof;

AND WHEREAS Section 23.1(1) of the *Municipal Act RSO 2001, c.25, as amended* permits Council by bylaw to delegate to an employee of the municipality any powers, duties or functions that are administrative in nature;

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

- 1 **THAT** the fees and charges set out on Schedule 'A' attached to this By-law are hereby imposed.
- 2 **THAT** all fees and charges set out in this by-law shall be payable prior to the provision of the service unless an agreement in writing is made to the contrary and approved by a municipal official.
- 3 **THAT** in the event any fee or charge imposed herein remains unpaid after provision of the service or is otherwise in arrears, such fees or charges may be added to the Tax Roll for any real property in the municipality, the owner of which is responsible for paying the fee or charge and shall be collected in like manner as municipal taxes.
- 4 **THAT** Council does hereby delegate to Department Heads of the Corporation of Town of Kirkland Lake, the authority to administer such fees and charges and approve such forms and procedures as may be required for the efficient administration of the fees and charges.
- 5 **THAT** By-Law 21-110 is hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

SCHEDULE 'A' TO BY-LAW 22-059

KIRKLAND LAKE

ADMINISTRATION	
Certified True Copy Service	\$ 20.00
Commissioner for Taking Oaths, Affidavits, etc. Service	\$ 20.00
Municipal Information Form Service	\$ 20.00
Freedom of Information Requests (Legislated Application Fee)	\$ 5.00
Burial Permits	\$ 30.00
After Hours Burial Permits	\$ 60.00
Hawker & Peddler Licence - First Application	\$ 5,000.00
Hawker & Peddler Licence - Subsequent Application	\$ 1,000.00
Mobile Refreshment Vehicle Licence	\$ 1,000.00
Food Cart Licence	\$ 250.00
Lottery Licence - Raffle	3% of Prize Value
Lottery Licence - Break Open Tickets (Nevadas)	3% of Prize Value
Lottery Licence - Bingo (per session)	\$ 83.00
Marriage Licence	\$ 125.00
Civil Marriage - Ceremony (\$100 non-refundable deposit)	\$ 250.00
Civil Marriage - Rehearsal Attendance	\$ 50.00
Civil Marriage - Out of Town Travel within 100km	\$ 50.00
Civil Marriage - Out of Town Travel over 100km	\$ 100.00



TREASURY	
NSF Cheques	\$ 40.00
Tax Certificates	\$ 70.00
Tax/Water Letter	\$ 10.00
Tax Registration for Vacant and Improved Land	\$ 1,000.00



FIRE	
Inspection of day care facilities and nursing homes not owned by the municipality	\$ 80.00
Inspection of buildings for sale requesting retrofit letter of compliance	\$ 75.00
Each follow-up inspection to verify correction of violations noted during requested retrofit inspection	\$ 50.00
Inspections required under the Ontario Fire Code	\$ 80.00
Administrative services for on file records for insurance companies, lawyers and real estate companies,	
etc.	\$ 75.00
Approval of safety plans	\$ 85.00
Clean up of hazardous materials	cost
False alarm response - 1st alarm	no fee
False alarm response - 2nd alarm in same calendar year	\$ 150.00
False alarm response - 3rd alarm in same calendar year	\$ 250.00
False alarm response - 4th alarm in same calendar year	\$ 350.00
False alarm response - each additional	\$ 400.00
Vehicle accident responses in the municipality for non-residents	\$ 365.00
Training other agencies (per hour/fire fighter)	\$ 50.00
S.C.U.B.A refill	\$ 17.00
S.C.B.A refill	\$ 12.00
Motor vehicle response - provincial highways	\$ 450.00
Non-resident motor vehicle response	\$ 450.00



BUILDING		
Residential Construction		
New Living Space (Houses, Apartments, Additions)	\$	13.25/m ²
New Non-Living Space (Garages, Carports, Decks)	\$	10.25/m ²
Renovations or Alterations	\$	9.25/m ²
Minimum Fee	\$	175.00
Industrial, Commercial, Institutional Construction		
New Construction	\$	14.25/m ²
Renovation or Alteration	\$	10.25/m ²
Minimum Fee	\$	250.00
Demolition		
Accessory Building	\$	125.00
Small Building (Not more than 600 m ² ; Not more than 3 storeys)	\$	250.00
Large Building (More than 600 m ² ; More than 3 storeys)	\$	500.00
Accessory Construction		
Sign Permit	\$	85.00
Fence Permit	\$	85.00
Pool Permit	\$	85.00
Miscellaneous		/== 00
Revised Permit - Minor Change	\$	175.00
Revised Permit - Major Change		Above Rate/m ²
Change of Use Permit	\$	175.00
Compliance	¢	100.00
Re-inspection Fee Occupying a Dwelling Without an Occupancy Permit	\$ \$	100.00 150.00/week
Construction Commencing Without a Permit	φ	Double Permit Fee
		Double i citilit i ce



PLANNING Planning Act Applications Minor Variance Consent to Sever Parkland Dedication (Payment-in-lieu) - Residential Parkland Dedication (Payment-in-lieu) - Other Consent Agreements Zoning Compliance Letter (per roll number) Regular Urgent (3 days or less) Site Plan Control Agreements (includes registration)	\$ \$ 5% of AV 2% of AV \$	540.00 440.00
Consent to Sever Parkland Dedication (Payment-in-lieu) - Residential Parkland Dedication (Payment-in-lieu) - Other Consent Agreements Zoning Compliance Letter (per roll number) Regular Urgent (3 days or less)	\$ 5% of AV 2% of AV	
Parkland Dedication (Payment-in-lieu) - Residential Parkland Dedication (Payment-in-lieu) - Other Consent Agreements Zoning Compliance Letter (per roll number) Regular Urgent (3 days or less)	5% of AV 2% of AV	440.00
Parkland Dedication (Payment-in-lieu) - Other Consent Agreements Zoning Compliance Letter (per roll number) Regular Urgent (3 days or less)	2% of AV	
Consent Agreements Zoning Compliance Letter (per roll number) Regular Urgent (3 days or less)		
Zoning Compliance Letter (per roll number) Regular Urgent (3 days or less)	\$	
Regular Urgent (3 days or less)		305.00
Urgent (3 days or less)		
	\$	170.00
Site Plan Control Agreements (includes registration)	\$	335.00
Residential	\$	1,800.00
Other	\$	2,100.00
Amendment	\$	1,500.00
Zoning Amendment		
Minor (temporary, lifting of H, R1 to R2, addition of permitted use)	\$	1,300.00
Major (everything else)	\$	1,800.00
Official Plan Amendment	\$	1,800.00
Peer Review of Document submitted for Planning Act Process	Cost Reco	very
Combined Zoning and Official Plan Amendment	\$	3,200.00
Deeming By-law (includes registration)	\$	800.00
Plan of Subdivision	\$	2,000.00
Validation of Title	\$	600.00
Release Agreement	\$	160.00
Leases & Encroachments		
Application Fee	\$	205.00
Development of Agreement	\$	355.00
Annual Fee (Based on 3.0m X 12.0m [36 sq.m])	\$	146.00
per 10 sq. m over 36 sq.m	\$	6.00
Land Sales		
Surplus land Proposal (Administration Fee)	\$	185.00
Heritage		
Hertitage property listing application	\$	475.00
Road Occupancy Permit	Daily	\$15.00
	Weekly	\$75.00
	Monthly	\$150.00
Office Admin - Photocopying	,	
Letter or Legal (B&W)	\$	0.25
Letter or Legal (Colour)	\$	0.35
Tabloid (B&W)	\$	0.55
Tabloid (Colour)	\$	1.05
Office Admin- Prints	Ŧ	
Under .56sp m (B&W)	\$	7.25
Over .56 sq p (B&W)	\$	13.80
Digital info on CD	\$	130.0
Zoning or OP documents (Including Schedules) - Print	\$	130.00
Zoning of OP documents (Including Schedules) - CD/USB	\$	80.00

SCHEDULE 'A' TO BY-LAW 22-059



PUBLIC WORKS - EQUIPMENT RATES	
Item	Hourly Rate
1/2 Ton Truck	\$ 36.45
3/4 Ton Truck	\$ 37.75
2 Ton Truck	\$ 60.75
5 Ton Du,p truck (single Axle)	\$ 71.95
5 Ton Plow and Sander	\$ 125.75
10 Ton Tandem Dump Truck	\$ 96.98
10 ton Tandem Dump Truck Sander	\$ 125.75
4 CU.YD. Loader & LM-220 Snow Blower	\$ 292.80
Volvo G960 Grader	\$ 134.80
Elgin Pelican Street Sweeper	\$ 131.90
4X4 Backhoe	\$ 75.80
4X4 Backhow & Asphalt cutter	\$ 85.80
4X4 Backhoe & breaker Hoe Ram	\$ 115.75
2.5 CU.YD. Loader	\$ 96.00
Trackless MT with Attachements	\$ 80.00
Gas Powered Air Compressor	\$ 45.00
Traffic Line Marker (Paiting Machine)	\$ 35.00
Ashphalt Roller	\$ 25.00
Thompson Boiler (Steamer)	\$ 40.00
Wacker Plate Tamper- 12" Plate, Gas Powered	\$ 20.00
Bomag BPR55/65 Packer- 23" Plate, disel Powered	\$ 26.00
Genie Manlift	\$ 37.50
4 CU.YD. Loader & LM-220 Snow Blower	\$ 146.40
Cube Van	\$ 37.75
Vactor 2100 + Sewer (Vacuum Truck)	\$ 339.50
Pipe Thaw Machine	\$ 37.75
Wworks-1993 Gorman Mud Pump (Trash Pump)	\$ 195.00
Wworks- 4" Trash Diesel Pump	\$ 25.00
FLYGT & Subermisible Pump	\$ 25.00
Rigid 3/4 HP Pipe Cleaner	\$ 25.75
STHIL/ Husqvana cut off saw	\$ 21.00
Unallocated Equipment (Various Tools)	\$ 15.00



AIRPORT		
Landing Fees 0-2000 kg 0-2000 kg (if buying fuel) 2001-5000 kg 5001 kg and over Helicopter Turbo Fan Air Ambulance	\$ \$ \$ \$ \$ \$	18.50 - 43.00 51.50 44.00 158.00 300.00
Parking Fee 0-2000 Kg	Daily Monthly Yearly	\$13.50 \$85.00 \$590.00
Parking Fee 2000-5001 Kg	Daily Montly Yearly	\$22.00 \$138.00 \$1,020.00
Parking Fee Over 5000 Kg	Daily Montly Yearly	\$28.50 \$425.00 \$1,575.00
Hangar Fee Per Square Meter	Daily Monthly Yearly	\$ 0.42 \$ 2.30 \$ 18.30
Hangar Office Rental	Daily Monthly Yearly	\$28.74 \$138.00 \$ 408.00
Land Lease for Hangar (Yearly) Special Occasion (Daily)	\$ \$	880.00 410.00
Single Plug-in (each)- Per Day	\$	13.50
Summer Call out Charge	\$	150.00
Winter Call out charge (Nov 1- April 30) - Surface Conditions Winter Call out charge (Nov 1- April 30) - Plowing	\$ \$	290.00 560.00
Stand by Fee (Hourly)	\$	58.77
Airside Vehicle Operator Permit (Annually)	\$ \$ \$	130.00
Avuatuon AV- Gas Mark- up (Per Litre)	\$	0.53
Aviation Jet fuel Mark- up (Per Litre)	\$	0.42

SCHEDULE 'A' TO BY-LAW 22-059

KIRKLAND LAKE

ANIMAL CONTROL	
Per day for each day dog is impounded	\$30.00
Per Day for each day cat is impounded	\$20.00
* plus veterinary fees incurred.	
Dog Tag - metal	\$35.00
Replacement Tag	\$6.00
Senior Citizens upon presentation of a card issued by the Federal Government to persons sixty-five (65)	
years of age or more.	\$15.00
Dog Spayed or Neutered upon presentation of documentation from a Doctor of Veterinarian Medicine	\$20.00
Cat Tag - metal	\$35.00
Replacement Tag	\$6.00
Senior Citizens upon presentation of a card issued by the Federal Government to persons sixty-five (65)	
years of age or more.	\$15.00
Cat Spayed or Neutered upon presentation of documentation from a Doctor of Veterinarian Medicine	\$20.00



	ти в	IGHT ENVIRONMENT		
CEMETERY				
Residents		Resident		Non-Resident
Single Grave	\$		\$	1,485.00
Adult Burial	\$	975.00	\$	1,250.00
Cremation Grave	\$	560.00	\$	790.00
Scattering Gardens	\$	422.00	\$	793.00
Scattering Gardens Marker	\$	324.00	Ŷ	100100
Child/ Infant	Ψ	021.00		
Child Grave	\$	412.00		
Child Interment	\$	500.00		
Infant Grave	\$	285.00		
Infant Interment	\$	375.00		
Momument Foundation	Ψ	575.00		
Single	\$	350.00		
Double	\$	490.00		
Markers	φ	145.00		
Corner Posts	\$ \$	145.00		
Vault Storage (if buried elsewhere	φ Φ	785.00		
Steel Vaults/ Rough Boxes (Extra)	¢ ¢	435.00		
Saturday Burial (Ectra)	\$ \$ \$	435.00		
	ф ф	225.00		
Saturday Cremation Burial (extra)	\$ \$ \$			
Saturday Vault Storage (extra)	¢	275.00		
Spring Burial (extra)	¢	175.00		
Double Depth Burial (extra)	\$	445.00		
Transfer of Interment Rights	\$	165.00		
Replace Lost Interment Rights Certificate	\$	92.00		
Memorial Granite Bench	\$	780.00		
After Hours Fee (Cremation)- Per Hour	\$	63.00		
After Hours Fee (Caskets)- Per Hour	\$	125.00		
Special Services	•	50.00		
Geneological Research- Per Hour	\$	59.00		
Tree Trimming- Per Hour	\$	59.00		
Cleaning Flat or Pillow	\$	20.00		
Cleaning Upright	\$	40.00		
Concrete Garden Edger	\$	212.00		
Casket	\$	2,335.00		
Ashes	\$	450.00	•	
Interment- Ashes	\$	300.00	\$	380.00
Disinterment- Ashes	\$	300.00	\$	380.00
Inscription (Per Niche)	\$	700.00	\$	700.00
Nicks Only (Inconintion and Internet Extra)		F \$1,500.00		F \$1,900.00
Niche Only (Inscription and Interment Extra)		E \$1,650.00		E \$2,065.00
				D \$2, 270.00
		D \$1,854.00 C \$1,854.00		C \$2,270.00
		B \$1,650.00		B \$2,065.00
		A \$1,500.00		A \$1,910.00
		Αφ1,500.00		A \$1,910.00



WASTE MANAGEMENT	
All Waste disposal (Per m3)	\$ 13.75
Exceptions	
Residential Private up to 2 m3 (Per Load)	\$ 13.75
Garbage Bag (Per bag)	\$ 3.00
Contaminated Waste per m3	\$ 31.00
Clean wood (Per M3)	\$ 4.50
Scrap Metal (Per M3)	\$ 4.50
Ash (Per M3)	\$ 13.75
Refrigerant Containing Appliances (Per unit)	\$ 40.00
Blue Box	\$ 5.00
Composter	\$ 60.00
Rain Barrels	\$ 70.00
Blue Carts (95 Gallon)	\$ 70.00



CONEDULE // TO DI-LAW 22-000		HT ENVIRONMENT	
COMPLEX			
Membership - Complex		Resident	Non-Resident
1 Month	\$	57.15	
Student	\$	60.00	
Senior	\$	80.00	\$ 96.00
Adult	\$	169.60	\$ 203.52
Family			
3 Month	\$	137.15	
Student	\$		§ 172.80
Senior	\$	192.00	
Adult	\$	407.04	488.45
Family			
6 Month (includes fitness classes)			
Student	\$	334.81	
Senior	\$	351.55	
Adult	\$	468.73	
Family	\$	993.71	\$ 1,192.45
1 Year (Includes Fitness Classes)			
Student	\$	478.30	
Senior	\$	502.22	
Adult	\$		803.54
Family	\$	1,419.59	\$ 1,703.51
Membership - Pool			
1 Month			
Student (1 Month)	\$	31.25	
Senior (1 Month)	\$	32.81	
Adult (1 Month)	\$	43.75	52.50
Family (1 Month)	\$	92.75	5 111.30
3 Month			
Student (3 Month)	\$	75.01	90.01
Senior (3 Month)	\$	32.81	39.37
Adult (3 Month)	\$	43.75	52.50
Family (3 Month)	\$	222.62	6 267.14
1 Year			
Student (1 Year)	\$	210.02	\$ 252.02
Senior (1 Year)	\$	220.52	264.62
Adult (1 Year)	\$	294.03	352.84
Family (1 Year)	\$	623.34	5 748.01
Day Rate			
Student / Senior (Day Rate)	\$		4.42
Adult (Day Rate)	\$		5.53
Family (Day Rate)	\$		15.49
Child- Age 2 and Under (Day Rate)	•	FREE	
Membership - Squash			
Student/ Senior (Day Rate)	\$		1.77
Adult (Day Rate)	\$		1.77
Membership - Fitness			
1 Month			
Student	\$	44.78	53.74
Senior	\$	47.01	56.41
Adult	\$	62.69	5 75.23
Family	\$		\$ 159.48
3 Month			
Student	\$	107.46	128.95
Senior	\$	112.83	
Adult	\$		180.53
Family	\$		382.72
1 Year	Ŧ		
Student	\$	300.89	361.07
Senior	\$		379.12
Adult	\$		505.49
Family	\$	893.03	
Day Rate	Ψ	000.00	,071.04
-	¢		6 64
Student/ Senior Adult	\$		6.64 8.85
	\$	20.00	8.85
Christmas Special - Student Fitness	\$	30.00	
Summer Special - Student Fitness (buy 3 months get 1 month free)	\$	107.46	§ 128.95

SCHEDULE 'A' TO BY-LAW 22-059



COMPLEX (cont.) **Gym Passes** Student/Senior Passes (12) \$ 66.40 \$ 79.68 \$ Adult Passes (12) 88.50 \$ 106.20 Fitness Classes 30 Minute Class - by session \$ 5.25 \$ 6.30 30 Minute drop in class \$ 7.09 \$8.51 45 - 60 Minute Class \$ 7.25 \$ 8.70 Pay as you go classes \$ 9.73 \$ 11.68 Private Fitness Class (45 - 60 minute) \$ 50.00 \$ 60.00 Private Aquatic Fitness Class (45 - 60 minute) \$ 80.00 \$ 96.00 Fitness Class Passes (12) \$ 99.25 \$ 119.10 Personal Training 1 hour (member) \$ 30.00 \$ 36.00 1 hour (non-member) \$ 39.00 \$ 46.80 3 hours (member) \$ 85.00 \$ 102.00 3 hours (non-member) \$ 110.00 \$ 132.00 \$ 6 hours (member) 160.00 \$ 192.00 6 hours (non-member) \$ 208.00 \$ 249.60 2 x 3 Training (members) \$ 59.50 \$ 71.40 \$ 2 x 3 Training (non-members) 110.00 \$ 132.00 **Fitness Assessment** 96.00 Personalized Assessment & Plan (member) \$ 80.00 \$ Personalized Assessment & Plan (non-member) \$ 100.00 \$ 120.00 Swim Lessons 9 Lessons 30 minutes \$ 56.00 \$ 67.20 45 minutes \$ 73.00 \$ 87.60 \$ Swim Patrol 80.47 \$ 96.56 Private Swim Lessons \$ 99.00 \$ 118.80 Semi-Private Lessons \$ 71.00 \$ 85.20 \$ Bronze Star 76.47 \$ 91.76 \$ Exam Fee 10.05 Bronze Medallion & E.F.A. \$ 79.07 \$ 94.88 \$ 26.30 Exam Fee Canadian Lifesaving Manual + Br Med Workbook \$ 53.45 \$ Bronze Cross & S.F.A. 112.36 \$ 134.83 Exam Fee \$ 39.30 Canadian First Aid Manual+ Bronze Cross Workbook \$ 20.68 244.49 NLS Course \$ \$ 293.39 NLS Recert \$ 60.73 \$ 72.88 Instructor Course \$ 244.49 \$ 293.39 Master Swim fee/practice adult swim rate **Pool Rentals** Regular Groups - 1 hour (all pools including slide-less than 30) 155.23 186.28 \$ \$ Regular Groups - 1 hour (both pools no slide - less than 30) \$ 112.57 \$ 135.08 Regular Groups - 1 hour (1 pool only no slide) \$ 94.57 \$ 113.48 Regular Groups - 1 hour, both pools, more than 30, slide \$ 191.23 \$ 229.48 Cost of slide on top of hourly pool rental \$ 40.00 \$ 48.00 Non Prime -25% less of regular group rental rate Swim Club \$ 70.93 \$ 85.11 Early Morning Swim Club Shared pool (50% off rate) \$ 35.47 \$ 42.56 Additional Guard \$ 21.50 Swim Passes Student/Senior Passes (12) \$ 44.20 \$ 53.04 Adult Passes (12) \$ 55.30 \$ 66.36 \$ Family Passes (12) 154.90 \$ 185.88



	THE BIGHT	ENVIRONMENT	
COMPLEX (cont.) Birthday Parties - Pool			
All pools including slide			
12 children or less	\$	229.43 \$	275.32
13-18 people	\$	243.43 \$	292.12
19-24 people	\$	257.43 \$	308.92
25-30 people	\$	271.43 \$	325.72
31-40 people	\$	285.43 \$	342.52
One pool only - no slide	Ψ	200.40 φ	042.02
12 children or less	\$	175.74 \$	210.89
13-18 people	\$	189.74 \$	227.69
19-24 people	\$	203.74 \$	244.49
25-30 people	\$	217.74 \$	261.29
31-40 people	\$	231.74 \$	278.09
Birthday Parties - Ice	Ŷ	201111	210100
12 children or less	\$	188.18 \$	225.82
13-18 people	\$	202.18 \$	242.62
19-24 people	\$	216.18 \$	259.42
25-34 people	\$	230.18 \$	276.22
31-40 people	\$	244.18 \$	293.02
Babysitters Course	\$	72.00 \$	86.40
First Aid Courses			
Standard + CPR "C" + AED	\$	140.00 \$	168.00
Standard + CPR "C" + AED (recert)	\$	87.00 \$	104.40
Arena Rental Rates			
Prime Time - Adult	\$	140.57 \$	168.68
Prime Time - Student	\$	105.43 \$	126.51
Non Prime - Adult (25% discount)	\$	105.43 \$	126.51
Non Prime - Student (25% discount)	\$	79.07 \$	94.88
Last Minute Ice -50% discount of prime - Adult	\$	70.29 \$	84.34
Last Minute Ice -50% discount of prime - Student	\$	52.71 \$	63.26
Pick-up Hockey	\$ \$	7.08 \$	8.50
Pick-up Hockey Passes (12)	\$	70.80 \$	84.96
Twoonie Skate	\$		1.77
Public Skate	\$		3.76
Family Skate	\$		8.85
Rec Figure Skate	\$		7.08
Storage Rooms	•		
Youth per square foot	\$	4.25 \$	5.10
Adult per square foot	\$	6.00 \$	7.20
Arena Storage Lockers Baseball Diamond Fees	\$	100.00 \$	120.00
League Games - adult	\$	51.15 \$	61.38
-	\$	37.61 \$	45.13
League game - youth TKL Baseball League (Team rate / 8 week season)	\$	309.75 \$	371.70
Youth Ball (6 weeks)	\$	20.00 \$	24.00
Room Rental (Blue Line, Arts & Crafts, Board Room)	Ψ	20.00 φ	24.00
Per hour (+clean up)	\$	50.00 \$	60.00
Per day (+clean up)	\$	125.00 \$	150.00
Wooden Chair Rental	\$	1.00 \$	1.20
Table Rental - on site only (per day)	\$	20.00 \$	24.00
Local Service Club Meetings (non-profit)	\$	25.00 \$	30.00
Árena Floor Rental Rates			
Non-profit Charitable Group	\$	254.46 \$	305.35
(+ set up + clean up + staff)			
Local Commercial or Pubs-ticketed event	\$	875.67 \$	1,050.80
(+ set up + clean up + staff)			
Out of Town Commercial Use	\$		1,803.88
Circus etc (+ set up + clean up + staff)			



	ти в ві G н т в	NVIRONMENT	
COMPLEX (cont.)			
Civic Park			
Non-profit Charitable Group (cost to public)	\$	254.46 \$	305.35
(+ set up + clean up + staff)	•	075 07 4	4 050 00
Local Commercial or Pubs - ticketed event	\$	875.67 \$	1,050.80
(+ set up + clean up + staff)		A . t I	
Non-profit Charitable Group (free to public)		Actual	
(+ set up + clean up + staff)			
Private event (commercial or non-commercial)			
(+ set up + clean up + staff) Per Hour	¢	100.00 \$	120.00
Per Day	\$ \$	100.00 \$ 450.00 \$	540.00
Baseball Field (per game)	ψ	430.00 φ	540.00
Adult	\$	51.15 \$	61.38
Youth	\$	37.61 \$	45.13
Pavillion no ice / hour	Ψ	07.01 φ	40.10
Adult	\$	34.80 \$	41.76
Youth	\$	26.10 \$	31.32
Civic Ice / hour	•	20110 \$	01102
Adult	\$		52.72
Student	\$		37.61
Multi-Purpose Court			
Adult	\$	34.80 \$	41.76
Youth	\$	26.10 \$	31.32
Beach Volleyball Court			
Adult	\$		34.80
Youth	\$		26.10
Vendors (any location)			
Season vendor	\$	175.00 \$	210.00
Per week	\$	15.04 \$	18.05
Electricity usage (per season)	\$	25.00 \$	30.00
Electricity per week	\$	4.35 \$	5.22
Table rental for KLFM (per week)	\$	4.42 \$	5.31
Locker Rentals			
3 Months - old changeroom	\$	50.00 \$	60.00
1 Year - old changeroom	\$	100.00 \$	120.00
3 Months - new changeroom	\$	60.00 \$	72.00
1 year - new changeroom	\$	120.00 \$	144.00
Ball Hockey	^	F0.00 Å	00.00
Adults	\$	50.00 \$	60.00
Students	\$	40.00 \$	48.00
Day Camp 1 child	\$	130.00 \$	156.00
2 children	\$	234.00 \$	280.80
3 children	φ	234.00 \$ N/A	200.00
Day Rate		11/7	
1 child	\$	35.00 \$	42.00
2 children	\$	63.00 \$	75.60
3 Children	*	N/A	
Splash & Swim Days	\$	25.00 \$	30.00
Memorial Benches	\$		1,769.91
Comercial business			
Per hour (+clean up)	\$	50.00 \$	60.00
Per day (+clean up)	\$ \$	125.00 \$	150.00
· · · · ·			

SCHEDULE 'A' TO BY-LAW 22-059

KIRKLAND LAKE

MUSEUM		
Admission		
Adults	\$	6.10
Seniors (65+)	φ \$	4.10
Students (Must present valid school ID, 10 students = 1 Teacher Free)	Ψ \$	4.10
Children (5 & under)	Φ	FREE
Family Rate (4 people in family)	\$	15.30
Group rate (per person; 5 people and above)	\$	4.10
Museum Passes Adult (10)	\$	48.80
Museum Passes Senior/Student (10)	\$	32.80
Museum Passes Family - Four People (10) (equal to 40 admissions)	\$	122.40
Admission to Opening Reception	Ψ	By Donation
Activity & Programming Fee (per student - covers admission, programming, crafts, activities, etc)	\$	8.15
GOLD PASS Memberships	Ŷ	0.10
Provides free admission and access to Gallery Openings		
5% Discounts in Gift Shop		
10%/15% off room rental		
Email Updates on Exhibits, Events & Projects		
Early access to special events and activities (Craft sale, book sale, etc.)		
6 Free Passes to the Museum (Adult or Senior/Student)		
Single Membership	\$	35.00
Family/Groups of Four Membership	\$	50.00
Senior Membership	\$	25.00
Senior Couple	\$	35.00
Student Membership (must present valid school ID)	\$	25.00
Group Membership (can be used for 20 people and under at one time)	\$	85.00
Business Membership (for 20 people and over)	\$	145.00
Research & Retail Service		
Research fee per 1/2 hour (1st half hour is free)	\$	25.50
Digital Reproductions - Offsite Credit/Debit Transactions (Minimum \$ - up to 3 images)	\$	10.00
On CD/USB/by Email - proof send with watermark		
(prices subject to shipping and handling and material costs)		
Digital Reproductions - Cash Transactions (onsite) - per 1 image	\$	3.10
Administration Fee for offsite digital reproductions (materials billed at cost)	\$	10.00
Digital Scanning Service (minimum 2 week timeline for service)		
(No additional cost with own USB)		
Rush Service (minimum of 4 days) (on top of scanning costs)	\$	40.00
Price per photograph/slide/negative	\$	0.50
Price per strip negative (as a whole - not cropped)	\$	0.50
Price per strip negative (with images scanned individually - price per image	\$	0.50
Digital Scanning Packages:		
Up to 100 photos/negatives/slides (\$0.40/each)	\$	40.00
Up to 250 photos/negatives/slides (\$0.34/each)	\$	85.00
Up to 500 photos/negatives/slides (\$0.29/each)	\$	145.00
Up to 1000 photos/negatives/slides (\$0.20/each)	\$	200.00
Up to 1500 photos/negatives/slides (\$0.18/each)	\$	265.00
Additional Commemorative KL100 Gold Bar USB 16GB	\$	20.00
Computer/Photocopy Printouts without rental (Black & White)	\$	0.25
Computer/Photocopy Printouts with rental (Black & White)	\$	0.20
Computer/Photocopy Printouts with rental (Colour)	\$	0.35
Computer/Photocopy Printouts without rental (Colour)	\$	0.45
Shipping & Handling (freight and materials)		at cost



	THE FIGHT	SNVIRONMENT
MUSEUM (cont.)		
Rentals		
Full Building Rental (Half Day - 5 hours or less)	\$	555.00
Full Building Rental (Full Day - up to 10 hours)	\$	752.00
(Full Building includes Billiard Room, Gallery, Dining Room Parlour, Music Room and Kitcher		
Gallery - Half Day (5 hours or less)	\$	222.00
Gallery - Full Day (Up to 10 hours)	\$	303.00
Billiard Room - Half Day (5 hours or less)	\$	192.00
Billiard Room - Full Day (Up to 10 hours)	\$	272.00
Gallery and Billiard Room (5 hours or less)	\$	309.00
Gallery and Billiard Room (Up to 10 hours)	\$	415.00
Music Room (5 hours or less)	\$	146.00
Music Room (Up to 10 hours)	\$	207.00
Dining Room & Parlour (After Hours)	\$	106.00
Opening Reception (Sunday Fee ONLY - Max. 4 hours, including prep & clean up)	\$	85.50
Workshop Rental (Full Day, Classroom Style, Tables & Chairs Only)	\$	151.00
Workshop Rental (Two Full Days, Classroom Style, Tables & Chairs Only)	\$	227.00
All protective materials for carpet to be supplied by the renter		
Photo Session (2 hours)	\$	60.00
Kitchen Only (Full service kitchen includes the usage of preparation spaces and dishwasher).	\$	15.50
Grounds Rental Only	\$	56.00
Caterer Fee (billed following rental if kitchen does not pass staff inspection)	\$	106.00
Dining Room and Parlour Party Package (includes Dining Room & Parlour and Kitchen Use)	\$	156.00
Place Settings (Cutlery, Wine Glasses, Dinner & Dessert Plates, Bowls, Coffee Mugs) per person	\$	1.50
Square overlay	\$	3.50
Tablecloths (round or rectangular)	\$	9.00
Cleaning fee for Dining Room and Parlour	\$	25.00
Cleaning fee for Billiard Room OR Gallery	\$	35.00
Cleaning fee for Billiard Room AND Gallery	\$	45.00
Fee for use of any A/V equipment (use of overhead projector, screen, microphone, TV/DVD/VCR, Laptor		
Podium)	\$	25.00
Coffee & Tea (12 cup pot of each, includes milk, cream, sugar, napkins)	\$	7.70
Small Coffee/Tea Urn (price is per pot of coffee)	\$	25.00
100 cup coffee/tea urn (price is per pot of coffee)	\$	51.00
Bottle of Pop/Juice	\$	1.50
2 L Bottle Pop		at cos
Juice in Jug	\$	2.50
Canned Pop/Juice	\$	1.50
Food, beverages, packaging supplies or other items organized by Museum staff	20% ab	ove Cost Pric
Popcorn/Candy Bags/Chocolate Bars (per serving)	\$	1.33
Development of promotional materials (includes poster design, social media advertising, 5 free posters)		
Per Hour	\$	25.50
After Hours Flat Rate Surcharge (rentals exceeding 10 pm)	\$	50.00
Non profit group rate off of room rental fee (excludes packages)		25% of
Bereavement Pricing (room rental fee for funerals, wakes, celebration of life)		20% of



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-059

BEING A BY-LAW TO ESTABLISH A SCHEDULE OF SALARIES

WHEREAS, pursuant Part VI of the *Municipal Act, 2001,* as amended, the Council of The Corporation of the Town of Kirkland Lake may pass a by-law for fixing the remuneration of officers and employees of The Corporation;

AND WHEREAS Council passed a Resolution at its special meeting held on August 9, 2022, recommending that a by-law be passed to establish a non-union employee salary grid;

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

- 1. The salary grid of non-union employees of The Corporation of the Town of Kirkland Lake as set out in Schedule "A" of this By-Law is hereby established.
- 2. Schedule "A" of this By-Law shall be deemed to be incorporated into and form part of this By-Law.
- 3. This By-Law shall come into force and effective retroactively to January 1, 2022.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

Town of Kirkland Lake (Non-Union) 2022 Salary Grid

y Band	Job Title	Hours Annual	Step 1	Step 2 4% spre	Step 3 ad between	Step 4 each step	Step
14	Director of Community Services	1,976	\$113,482	\$118,026	\$122,749	\$127,650	\$132,74
	Director of Corporate Services	1,976	\$113,482	\$118,026	\$122,749	\$127,650	\$132,7
	Director of Development Services	1,976	\$113,482	\$118,026	\$122,749	\$127,650	\$132,7
	Director of Public Works	2,080	\$119,454	\$124,238	\$129,210	\$134,368	\$139,7
	Executive Director	1,976	\$113,482	\$118,026	\$122,749	\$127,650	\$132,7
	Hourly		\$57.43	\$59.73	\$62.12	\$64.60	\$67.1
	Fire Chief	1,820	\$113,149	\$117,681	\$122,395	\$127,291	\$132,3
	Hourly - Fire Chief		\$62.17	\$64.66	\$67.25	\$69.94	\$72.7
13	Director of Care	1,820	\$96,551	\$100,409	\$104,432	\$108,618	\$112,9
	Municipal Clerk	1,820	\$96,551	\$100,409	\$104,432	\$108,618	\$112,9
	Treasurer	1,820	\$96,551	\$100,409	\$104,432	\$108,618	\$112,9
	Hourly		\$53.05	\$55.17	\$57.38	\$59.68	\$62.0
12	Manager of Operations and Engineering	2,080	\$95,763	\$99,590	\$103,584	\$107,723	\$112,0
	Hourly		\$46.04	\$47.88	\$49.80	\$51.79	\$53.8
11	Chief Building Official/Property Standards Officer	1,820	\$76,458	\$79,516	\$82,701	\$86,013	\$89,4
	Deputy Treasurer	1,820	\$76,458	\$79,516	\$82,701	\$86,013	\$89,4
	Human Resources Supervisor	1,820	\$76,458	\$79,516	\$82,701	\$86,013	\$89,4
	Information Technology (IT) Manager	1,820	\$76,458	\$79,516	\$82,701	\$86,013	\$89,4
	Maintenance Manager	2,080	\$87,381	\$90,875	\$94,515	\$98,301	\$102,2
	Manager of Parks, Recreation & Building Services	2,080	\$87,381	\$90,875	\$94,515	\$98,301	\$102,2
	Procurement and Risk Management Coordinator	1,820	\$76,458	\$79,516	\$82,701	\$86,013	\$89,4
	Hourly		\$42.01	\$43.69	\$45.44	\$47.26	\$49.1
10	Aquatic and Recreation Coordinator	1,820	\$68,687	\$71,435	\$74,292	\$77,259	\$80,3
	01 Operations Manager	1,820	\$68,687	\$71,435	\$74,292	\$77,259	\$80,3
	8 Tax Collector	1,820	\$68,687	\$71,435	\$74,292	\$77,259	\$80,3
	Waterworks Foreman	2,080	\$78,499	\$81,640	\$84,906	\$88,296	\$91,83
	Hourly		\$37.74	\$39.25	\$40.82	\$42.45	\$44.1
9 2	0 Activity Coordinator	1,820	\$60,897	\$63,336	\$65,866	\$68,505	\$71,25
	Building Inspector / Property Standards Officer	1,820	\$60,897	\$63,336	\$65,866	\$68,505	\$71,2
	Facility Administrator (Museum Supervisor)	1,820	\$60,897	\$63,336	\$65,866	\$68,505	\$71,25
	Health and Safety Coordinator	2,080	\$69,597	\$72,384	\$75,275	\$78,291	\$81,43
	Parks & Cemetery Supervisor / Facility Operations	2,080	\$69,597	\$72,384	\$75,275	\$78,291	\$81,43
	Restorative Care Lead	1,820	\$60,897	\$63,336	\$65,866	\$68,505	\$71,2
	Roads Supervisor	2,080	\$69,597	\$72,384	\$75,275	\$78,291	\$81,43
	Hourly		\$33.46	\$34.80	\$36.19	\$37.64	\$39.1
8	Administrative Coordinator	1,820	\$55,983	\$58,222	\$60,551	\$62,972	\$65,48
	Business Office Coordinator (TPR)	1,820	\$55,983	\$58,222	\$60,551	\$62,972	\$65,48
	Executive Assistant / Deputy Clerk	1,820	\$55,983	\$58,222	\$60,551	\$62,972	\$65,48
	Life Enrichment Manager	1,820	\$55,983	\$58,222	\$60,551	\$62,972	\$65,48
	Planning Administrator	1,820	\$55,983	\$58,222	\$60,551	\$62,972	\$65,48

Town of Kirkland Lake (Non-Union) 2022 Salary Grid

Pay Band	Job Title	Hours Annual	Step 1	Step 2 4% spre	Step 3 ad between e	Step 4 each step	Step 5
	Hourly		\$30.76	\$31.99	\$33.27	\$34.60	\$35.98
7	Information Technology (IT) Technician	1,820	\$51,779	\$53,854	\$56,001	\$58,240	\$60,570
	Payroll Clerk	1,820	\$51,779	\$53,854	\$56,001	\$58,240	\$60,570
	Hourly		\$28.45	\$29.59	\$30.77	\$32.00	\$33.28
6	Accounts Payable Clerk	1,820	\$48,903	\$50,851	\$52,889	\$55,000	\$57,203
	Accounts Receivable Clerk / Assistant Tax Collector	1,820	\$48,903	\$50,851	\$52,889	\$55,000	\$57,203
	Benefits Administrator	1,820	\$48,903	\$50,851	\$52,889	\$55,000	\$57,203
	By-Law Enforcement Officer	1,820	\$48,903	\$50,851	\$52,889	\$55,000	\$57,203
	Museum Curator	1,820	\$48,903	\$50,851	\$52,889	\$55,000	\$57,203
	Ward Clerk	1,560	\$41,917	\$43,586	\$45,334	\$47,143	\$49,03 [,]
	Water Clerk	1,820	\$48,903	\$50,851	\$52,889	\$55,000	\$57,203
	Hourly		\$26.87	\$27.94	\$29.06	\$30.22	\$31.43
5	Administrative Assistant - Public Works	2,080	\$53,165	\$55,286	\$57,491	\$59,800	\$62,192
	Cashier	1,820	\$46,519	\$48,376	\$50,305	\$52,325	\$54,418
	Communications Coordinator	1,820	\$46,519	\$48,376	\$50,305	\$52,325	\$54,41
	Hourly		\$25.56	\$26.58	\$27.64	\$28.75	\$29.90
4	Maintenance Assistant	2,080	\$50,648	\$52,666	\$54,766	\$56,950	\$59,21
	Planning/Engineering Admin Assistant	1,820	\$44,317	\$46,082	\$47,921	\$49,832	\$51,81
	Operations Assistant	1,820	\$44,317	\$46,082	\$47,921	\$49,832	\$51,81
	Hourly		\$24.35	\$25.32	\$26.33	\$27.38	\$28.47
3	Landfill Tipping Fee Attendant (PT)	1,820	\$41,787	\$43,462	\$45,209	\$47,011	\$48,88
	Lifeguard (PT)	-	\$22.96	\$23.88	\$24.84	\$25.83	\$26.86
	Records Management Clerk	1,820	\$41,787	\$43,462	\$45,209	\$47,011	\$48,88
	Swim Instructor (PT)	-	\$22.96	\$23.88	\$24.84	\$25.83	\$26.86
	Hourly		\$22.96	\$23.88	\$24.84	\$25.83	\$26.86
2	Cemetary Labourer (Seasonal)		\$17.65	\$18.36	\$19.09	\$19.85	\$20.64
	Crossing Guard (PT)		\$17.65	\$18.36	\$19.09	\$19.85	\$20.64
	35 Slide Attendant and Assistant Lifeguard	-	\$17.65	\$18.36	\$19.09	\$19.85	\$20.64
1	ST) Guest Services Representative (PT)	-	\$16.38	\$17.03	\$17.71	\$18.42	\$19.16
	Desk Attendant (PT)	-	\$16.38	\$17.03	\$17.71	\$18.42	\$19.16
А	Life Enrichment Student (PT)	-		\$15.75	\$16.38	\$17.03	\$17.71
	Summer Student	-		\$15.75	\$16.38	\$17.03	\$17.71

Town of Kirkland Lake (Library) 2022 Salary Grid

Pay Band	Code	Job Title	Hours	Step 1	Step 2 4% sprea	Step 3 ad between	Step 4	Step 5
8		Chief Executive Officer	1,820	\$68,687	\$71,435	\$74,292	\$77,259	\$80,353
		Hourly		\$37.74	\$39.25	\$40.82	\$42.45	\$44.15
7			1,820	\$62,371	\$64,865	\$67,467	\$70,161	\$72,964
		Hourly		\$34.27	\$35.64	\$37.07	\$38.55	\$40.09
6			1,820	\$55,710	\$57,931	\$60,242	\$62,644	\$65,156
		Hourly		\$30.61	\$31.83	\$33.10	\$34.42	\$35.80
5			1,820	\$49,722	\$51,706	\$53,781	\$55,929	\$58,16
		Hourly		\$27.32	\$28.41	\$29.55	\$30.73	\$31.96
4		Secretary/Executive Assistant	1,664	\$40,585	\$42,216	\$43,896	\$45,660	\$47,49
		Hourly		\$24.39	\$25.37	\$26.38	\$27.44	\$28.54
3		(Senior) Children's Clerk (PT)		\$22.96	\$23.88	\$24.84	\$25.83	\$26.86
		Senior Adult Clerk (PT)		\$22.96	\$23.88	\$24.84	\$25.83	\$26.86
2		Library Clerk (PT)		\$17.65	\$18.36	\$19.09	\$19.85	\$20.64
		Library Clerk Assistant (PT)		\$17.65	\$18.36	\$19.09	\$19.85	\$20.64
1		Page (PT)					\$15.00	\$16.00
		Summer Student - Library					\$15.00	\$16.00



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-060

BEING A BY-LAW UNDER THE BUILDING CODE ACT, RESPECTING CONSTRUCTION, DEMOLITION, PLUMBING, CHANGE OF USE PERMITS AND INSPECTIONS

WHEREAS Section 7(1) of the *Building Code Act*, 1992, S.O. 1992, c.23, as amended, authorizes Council to pass certain by-laws respecting construction, demolition, plumbing and change of use permits, inspections and related matters;

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

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PART 1 – GENERAL PROVISIONS

1.1 Short Title

1.1.1. This By-law shall be cited as the "Building By-law".

1.2 Adoption of the Ontario Building Code

1.2.1. The Ontario Building Code is hereby adopted and shall apply to all buildings, structures, plumbing or matters in the Town of Kirkland Lake as regulated by the provisions of the Ontario Building Code.

1.3 Scope

1.3.1. The provisions of this By-law shall apply to all property within the geographic limits of the Town, except where otherwise provided.

1.4 Conflicts with Other By-laws

1.4.1. Where provisions of the By-law conflict with a provision of another By-law in force in the Town, the provisions that establish the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the municipality, shall prevail to the extent of the conflict.

PART 2 – DEFINITIONS

Definitions of words and phrases used in this By-law that are not included in the list of definitions in this Part shall have the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words and phrases defined in this section have the following meaning for the purposes of this By-law:

2.1 Act

Shall mean the *Building Code Act*, 1992, S.O. 1992, c.23, as amended.

2.2 Applicable Law

Shall mean the laws applicable to permit approvals as defined in Division A, 1.4.1.3. of the Building Code.

2.3 Applicant

The Corporation of the Town of Kirkland Lake

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Shall mean the owner of a building or property who applies for a permit or any person authorized by the owner to apply for a permit on the owners' behalf, or any person or corporation empowered by statute to cause the demolition of a building or buildings and anyone acting under the authority of such person or corporation.

2.4 Architect

Shall mean an architect as defined in Division A, Article 1.4.1.2 of the Building Code.

2.5 As Constructed Plans

Shall mean as constructed plans as defined in Division A, Article 1.4.1.2 of the Building Code.

2.6 Building

Shall mean a building as defined in Section 1 (1) of the Act.

2.7 Building Code

Shall mean the regulations made under Section 34 of the Act.

2.8 Chief Building Official

Shall mean the Chief Building Official appointed by Council under section 3 of the Act for the purpose of enforcement of the Act.

2.9 Designer

Shall mean the person responsible for the design.

2.10 Farm Building

Shall mean a farm building as defined in Division A, Article 1.4.1.2 of the Building Code.

2.11 Inspector

Shall mean an inspector appointed under section 3 of the Act.

2.12 Permit

Shall mean written permission or written authorization from the Chief Building Official to perform work regulated by this by-law and the Act.

2.13 Permit Holder

Shall mean the owner to whom a permit has been issued or, where a permit has been transferred, the new owner to whom the permit has been transferred.

2.14 Professional Engineer

Shall mean a professional engineer as defined in Division A, Article 1.4.1.2 of the Building Code.

2.15 Town

Shall mean The Corporation of The Town of Kirkland Lake.

2.16 Valuation of Proposed Work

The Corporation of the Town of Kirkland Lake

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Shall mean completed value of all construction or work related to the building, including all finishes, roofing, electrical, plumbing, drains, heating, air-conditioning, fire extinguishing systems, elevators and any other equipment and all materials, overhead, professional and related services, current monetary worth of all contributed labour and an evaluation of work by own forces.

PART 3 – CLASSES OF PERMITS

3.1 Administration

3.1.1. In all cases, the issuance of permits is based on criteria set out in section 8 of the Building Code Act, 1992, S.O. 1992 c.25 as amended, or the governing By-law within the Municipality.

3.2 Permits Issued under the Building Code Act

- 3.2.1. Building permit
- 3.2.2. Demolition permit
- 3.2.3. Change of use permit
- 3.2.4. Occupancy permit

3.3. Permits Issued under Municipal By-laws

- 3.3.1. Fence permit
- 3.3.2. Pool permit
- 3.3.3. Sign permit

PART 4 – REQUIREMENTS FOR APPLICATIONS

4.1 Submitting an Application

- 4.1.1. To obtain a permit, the owner or an agent authorized in writing by the owner shall file an application in writing by completing a prescribed form available at the office of the Chief Building Official.
- 4.1.2. Every application for a building permit under subsection 8(1) of the Act, shall contain the following information unless otherwise permitted by the Chief Building Official:
 - 4.1.2.a. the details of the work and occupancy to be covered by the permit for which application is made. The Chief Building Official or their designate reserves the right to request the information in the form of a building matrix;
 - 4.1.2.b. the address of the land on which the work is to be done, or a description that will readily identify and locate the building lot;
 - 4.1.2.c. the complete plans and specifications as described in Part 5 of this By-law for the work to be covered by the permit;

The Corporation of the Town of Kirkland Lake

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- 4.1.2.d. the use(s) and proposed use(s) for which the premises are intended and for all parts of the building;
- 4.1.2.e. the estimated value of proposed work and the area of proposed work;
- 4.1.2.f. the names, addresses and contact information of the owner, architect, engineer, or designer, where applicable, or builder;
- 4.1.2.g. a commitment to review by a qualified professional, if required by the Ontario Building Code;
- 4.1.2.h. the signature of the applicant certifying the truthful nature of the contents of the application.
- 4.1.3. Every application for a demolition permit under subsection 8(1) of the Act, shall contain the following information unless otherwise permitted by the Chief Building Official:
 - 4.1.3.a. the application information required by subsection 4.1.2. of this By-law;
 - 4.1.3.b. when required by Ontario Building Code, retain a professional engineer to undertake a general review of the project during demolition. The retained professional shall include any and all necessary structural design characteristics of the building and the method and time of the demolition;
 - 4.1.3.c. when requested, satisfactory proof that arrangements have been made with the proper authorities for the cutting off and plugging of all water, sewer, gas, electric, telephone, or other utilities and services.
- 4.1.4. Every application for a change of use permit under subsection 10(1) of the Act shall contain the following information unless otherwise permitted by the Chief Building Official:
 - 4.1.4.a. the application information required by subsection 4.1.2. of this By-law;
 - 4.1.4.b. a description of the building, or part thereof, in which the occupancy is proposed to be changed;
 - 4.1.4.c. a description of the current and proposed occupancies of the building, or part thereof, proposed to be changed. Detail the occupancy change with a building matrix;
 - 4.1.4.d. plans and specifications which show the current and proposed occupancy of all parts of the building and which contain sufficient information to establish compliance with the requirements of the Ontario Building Code.

4.2 Alternative Solution

4.2.1. Where an applicant for a permit proposes an alternative solution to achieve compliance with the Ontario Building Code, the applicant shall submit supporting documentation in support of their alternative solution.

4.3 Plans and Specifications

- 4.3.1. Sufficient information shall be submitted with each application for a permit to enable the Chief Building Official to determine whether or not the proposed construction, demolition, or change of use will conform with the Act, the Ontario Building Code, and any other applicable law.
- 4.3.2. Plans shall be drawn to scale, and shall be legible.
- 4.3.3. A site plan shall show:
 - 4.3.3.a. the lot size and dimensions of property lines and setbacks to any existing or proposed buildings;
 - 4.3.3.b. existing right-of-ways, easements, or municipal services.

PART 5 – PERMIT FEES

5.1 Complete Application

5.1.1. An application for permit is not considered completed as per the Act until permit fees are paid. Therefore fees are due and payable upon submission of an application for a permit. All permit fees shall be as set out in the Town of Kirkland Lake User Fee By-law, as amended.

5.2 Value of Proposed Work

- 5.2.1. Where the permit fees are dependent on the estimated value of proposed work, the estimated value of proposed work shall mean the total cost of all material, labour, equipment, overhead and professional and related services.
- 5.2.2. Where the estimated value of the proposed work is in dispute, the Chief Building Official may place a valuation on the proposed work for the purpose of establishing the permit fee. The applicant shall pay the required fee under protest and, within six months of the completion of the project, shall submitted an audited statement of the actual costs. Where the audited costs are determined to be less than the estimated value of proposed work, the Chief Building Official shall issue a refund appropriate to the difference in permit fee value.

5.3 Construction Commencing without Permit Approval

- 5.3.1. The Chief Building Official has the discretion to impose a penalty for any class of permit if construction has commenced prior to the issuance of a permit.
- 5.3.2. The penalty referenced in 5.3.1. shall be in keeping with the Town's User Fee By-law as amended.

5.4 Refunds

5.4.1. Permits which have been declared abandoned, suspended, discontinued, or cancelled may be subject to a refund in accordance to Schedule "A" of this By-law.
5.4.2. In the case of withdrawal of an application or the abandonment of all or a portion of the work or the non-commencement of any project, the Chief Building Official shall determine the amount of the paid permit fees that may be refunded to the applicant, if any, in accordance with Schedule "A" of this By-law.

PART 6 – PERMIT ADMINISTRATION

6.1 **Permit Retention**

- 6.1.1. The Town shall endeavor to maintain a copy, electronic or otherwise, of all issued permits and associated documents.
- 6.1.2. The Town shall endeavor to maintain a record, electronic or otherwise, or all inspection reports relating to issued permits.
- 6.1.3. All retained information relating to permits shall be organized and retained in a system deemed sufficient by the Chief Building Official.

6.2 Historical Permits

6.2.1. Permits issued prior more than five (5) years prior to the passing of this Bylaw shall be deemed closed unless otherwise shown to be ongoing.

6.3 Transfer of Permits

- 6.3.1. If the owner of the land changes after a permit has been issued, the permit may be transferred to the new owner (the "transferee") of the lands where an application is filed with the Town in writing, and shall include the following information:
 - 6.3.1.a. proof of ownership of the lands by the transferee satisfactory to the Chief Building Official.
 - 6.3.1.b. confirmation that the work to be done and the existing and proposed use and occupancy of the building or part thereof, for which the application for the transfer of the permit is made, is the same as that identified and described in the application of the permit.
 - 6.3.1.c. the contact information, and address of the transferee.

6.4 Abandoned Permit Applications

- 6.4.1. An application for a permit shall be deemed to have been abandoned by the applicant where the application is incomplete, and remains incomplete for a period greater than twelve months.
- 6.4.2. Where a permit is deemed abandoned, a new permit must be applied for before conducting the proposed work.

6.5 Cancelled Permits

6.5.1. Permits which have been cancelled will require the owner to submit a new application with permit fees prior to obtaining a new permit to start or restart work.

PART 7 – INSPECTIONS

7.1 Notice

7.1.1. The owner or their authorized agent shall notify the Chief Building Official a minimum of two (2) business days prior to each state of construction requiring inspection under Ontario Building Code Division C Subsection 1.3.5.

7.2 Representative on Site

7.2.1. The owner or a representative of the owner shall be on site when required by the Chief Building Official for an inspection.

PART 8 – ENACTMENT

8.1 By-law Coming Into Force

8.1.1. This By-law shall come into force and effect upon the date of passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor

SCHEDULE 'A' TO BY-LAW 22-060

REFUNDS

All revoked or cancelled permits are subject to a minimum non-refundable administration fee of \$200.00. Any refunds will be based on the original amount paid less the administration fee. The remaining amount will be refunded as per this Schedule.

Status	Refund Percentage			
Complete application filed	80%			
Complete application reviewed	60%			
Permit Issued	40%			
(Additional deduction per inspection performed of 10%)				
Failing to commence construction within 6 months	0%			
Suspended or discontinued construction for a 12-month period	0%			

The Corporation of the Town of Kirkland Lake



BY-LAW NUMBER 22-061

BEING A BY-LAW TO AMEND BY-LAW 15-017 PARKING BY-LAW FOR THE REGULATION OF CONSTRUCTION BINS

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

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

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Part 5 – Road Occupancy Permits
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PART 1 – GENERAL PROVISIONS

1.1 Short Title

1.1.1. This By-law shall be cited as the "Parking By-law Amendment for Construction Bins".

1.2 Scope

1.2.1. The provisions of this By-law shall apply to all property within the geographic limits of the Town, except where otherwise provided.

1.3 Enforcement

1.3.1. This By-law shall be enforced by a Municipal By-law Enforcement Officer, Ontario Provincial Police Officer, Special Constable, or an individual designated by the Chief Administrative Officer for purpose of enforcing this By-law.

1.4 Conflicts with Other By-laws

1.4.1. Where provisions of the By-law conflict with a provision of another By-law in force in the Town, the provisions that establish the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the municipality, shall prevail to the extent of the conflict.

1.5 Application

1.5.1. This By-law shall not apply between the first day of November to the fifteenth day of April in any calendar year so as to not interfere with winter maintenance activities.

PART 2 – DEFINITIONS

Definitions of words and phrases used in this By-law that are not included in the list of definitions in this Part shall have the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words and phrases defined in this section have the following meaning for the purposes of this By-law:

2.1 Construction Bin

Shall mean a large steel waste container for garbage or construction waste designed to be brought and taken away by a special truck or to be emptied into a garbage truck.

2.2 Driveway

Shall mean improved land on a highway, which provides vehicular access from the roadway to a laneway or a parking area on adjacent land.

2.3 Highway

Shall mean a common and public highway, street, avenue, parkway, square, place, bridge, viaduct or trestle, designed and intended for, or used by the general public for the passage of vehicles, including unopened and un-assumed highways and includes the area between the lateral property lines thereof.

2.4 Highway Maintenance

Shall mean snow plowing, snow removal, highway sweeping, grading, sanding and any other such maintenance as required to maintain proper highway conditions.

2.5 Intersection

Shall mean the area embraced within the prolongation or connection of the lateral curb lines or, if none, then the lateral boundary lines of two or more highways that join one another at angle, whether or not one highway crosses the other.

The Corporation of the Town of Kirkland Lake

PART 3 – LOCATION OF CONSTRUCTION BINS

3.1 Obstruction

- 3.1.1. No construction bin shall be placed in a manner that will obstruct a sidewalk, footpath or traffic on the highway.
- 3.1.2. No construction bin shall be placed in a manner that will obstruct a vehicle in the use of any public laneway, private roadway, or driveway.
- 3.1.3. No construction bin shall be placed within 3.0 metres (10.8 feet) of a fire hydrant.
- 3.1.4. No construction bin shall be placed on a roadway where the width of the roadway is 6.0 metres (19.6 feet) or less.
- 3.1.5. If a construction bin is, in the opinion of an enforcement officer, placed in a location that causes an obstruction, the construction bin must be removed from the location.
- 3.1.6. No construction bin shall be placed in a manner that violates Part 8, Part 9, or Part 10 of the Town of Kirkland Lake By-law 15-017, "Parking By-law", as amended.

3.2 Proximity to Edge of Road

- 3.2.1. Where there is a raised curb on the right side of the roadway, the gap between the closest edge of the construction bin and the curb shall not exceed 15 centimeters (5.9 inches) at any point.
- 3.2.2. Where there is no curb, or a rolled curb, the construction bin shall be placed as close as practical to the edge of the highway without encroaching on private property or causing an obstruction to a sidewalk or footpath.

3.3 Intersections

- 3.3.1. No construction bin shall be placed within 12.0 metres (39.4 feet) of the departure side of an intersection.
- 3.3.2. No construction bin shall be placed within 9.0 metres (29.5 feet) of the approach side of an intersection.

PART 4 – REQUIREMENTS FOR CONSTRUCTION BINS

4.1 Identification

- 4.1.1. All construction bins placed on a highway shall display the following information in a legible format:
 - 4.1.1.a. corporate name of the owner of the construction bin.
 - 4.1.1.b. phone number of the owner of the construction bin.
 - 4.1.1.c. a unique bin number that is recognizable by the owner of the construction bin.

4.2 Visibility

The Corporation of the Town of Kirkland Lake

- 4.2.1. All construction bins placed on a highway shall have reflective elements on each face of the bin, installed at each corner, covering at minimum seventy-percent (70%) of the bin's height.
- 4.2.2. The reflective elements described in 4.2.1. shall have a reflective rating meeting or exceeding the requirements of DOT-C2.

PART 5 – ROAD OCCUPANCY PERMITS

5.1 Administration

5.1.1. The requirement to obtain a road occupancy permit for the placement of a construction bin on a highway, established by Section 17.1 of Town of Kirkland Lake By-law 15-017 is hereby waived when the construction bin complies with the requirements of Part 3 and Part 4 of this By-law.

PART 6 - ENACTMENT

6.1 By-law Coming Into Force

6.1.1. This By-law shall come into force and effect upon the date of passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor



BY-LAW NUMBER 22-062

BEING A BY-LAW TO REGULATE THE DEPOSITING OF SNOW OR ICE ON MUNICIPAL OWNED OR OPERATED PROPERTY WITHIN THE TOWN OF KIRKLAND LAKE

WHEREAS Section 8(1) of the *Municipal Act, 2001*, as amended, confers upon the Municipality, authority to govern its affairs as it considers appropriate and to enhance the Municipality's ability to respond to municipal issues;

AND WHEREAS Section 10(1) of the *Municipal Act, 2001,* as amended, authorizes municipalities to pass by-laws for the health, safety and well-being of persons;

AND WHEREAS pursuant to Section 446(1) of the *Municipal Act* S.O. 2001, c.25, as amended, a municipality may direct that in default of clearing the land or refuse by the person directed or required to do it, the cleaning and clearing of land shall be done at the person's expense;

AND WHEREAS pursuant to Section 446(2) of the *Municipal Act* S.O. 2001, c.25, as amended, a municipality may, for the purposes of 446(1), enter upon land at any reasonable time;

AND WHEREAS pursuant to Section 446, clauses 3, 4, 5, 6, 7 & 8 of the *Municipal Act* S.O. 2001, c.25, as amended, a municipality may recover the costs of clearing the land from the person directed or required to do it and the municipality may recover the costs by action or by adding the costs to the tax roll and collecting them in the same manner as taxes;

AND WHEREAS Section 181 of the *Highway Traffic Act, RSO 1990*, as amended, prohibits deposit of snow or ice on a roadway without permission from the road authority;

AND WHEREAS, Council of the Corporation of the Town of Kirkland Lake deems it advisable to pass a by-law prohibiting the obstructing of roadways and sidewalks and regulating the placement of snow thereon;

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

1 DEFINITIONS

The words and phrases defined in this section have the following meaning for the purposes of this By-law:

- 1.1 **"Boulevard"** means a strip of ground between the sidewalk and road; or the strip of ground between the edge of a property and the road;
- 1.2 **"Highway"** means a common and public highway, street, avenue, lane, parkway, driveway, sidewalk, square, place, bridge, viaduct, trestle, including the area between the lateral property lines that is intended for the use of the general public; or as amended under the Highway Traffic Act, R.S.O., 1990;
- 1.3 **"Motor Vehicle**" includes an automobile, motorcycle, motor assisted bicycle and any other vehicle propelled or driven otherwise than by muscular power, but does not include a street car, or other motor vehicle, traction engine, farm

tractor, self-propelled implement of husbandry or road-building machine. A motor vehicle must have valid provincial registration.

- 1.4 **"Municipal By-law Enforcement Officer**" means a person appointed by the Town of Kirkland Lake and authorized to carry out the enforcement of this By-Law and other town by-Laws;
- 1.5 **"Municipality"** means the Corporation of the Town of Kirkland Lake;
- 1.6 **"Officer"** means a Municipal By-law Enforcement Officer, a Police Officer, or another agent as designated by the Chief Administrative Officer;
- 1.7 **"Open Space**" means open unobstructed space on a site which is suitable for landscaping, including any part of the site occupied by recreational accessory buildings, any surfaced walk, patio or similar area, any sports or recreational area, any ornamental or swimming pool, and the roof or other part of a building or area, but excluding any driveway or ramp, whether surfaced or not, any curb, retaining wall, motor vehicle parking area, or loading space.
- 1.8 **"Owner"** includes the person holding registered title to land and the person for the time being managing or receiving the rent or paying the municipal taxes on the land in question, whether on his, her or its own account or as agent or trustee of any other person or who would so receive the rent if such were let, and shall also include a lessee or occupant of the land. Where the person holding registered title to the land is a condominium corporation, the owner of the corporation and not its member;
- 1.9 **"Person"** means any human being, firm, association, partnership, private club, incorporated company, corporation, tenants in common, joint tenants, agent or trustee and heirs, executors or other legal representatives of a person to whom the context can apply according to law and for the purpose of this By-law includes the owner or driver of a vehicle;
- 1.10 **"Pile"** means a concentration of snow and/or ice pushed into a pile above the height of 1.52 metres (5 feet);
- 1.11 "Police Officer" means a sworn member of the Ontario Provincial Police;
- 1.12 **"Private Driveway"** means improved land on a highway, which provides vehicular access from the roadway to a parking area or a laneway on adjacent land;
- 1.13 **"Roadway"** means that part of the highway that is improved, designated or ordinarily used for vehicular traffic, but does not include the shoulder, curbs, sidewalks;
- 1.14 **"Sidewalk**" Shall be defined as the portion of the road allowance, located between the paved portion of the street and the property line, so constructed for the purpose of transporting pedestrians;

The Corporation of the Town of Kirkland Lake

- 1.15 "Significant Weather Event" means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality. As per Regulation 239/02 of the Municipal Act 2001, an Ontario municipality may declare a significant weather event when a weather hazard is approaching or occurring and has the potential to pose a significant danger to users of the highways in which they have authority over. This declaration suspends the standard timelines required for municipalities to meet their winter maintenance objectives until the municipality declares the significant weather event has ended. During the course of a declared significant weather event, the standard for addressing winter maintenance is to monitor the weather and to deploy resources to address the issue starting from the time that the municipality deems it appropriate to do so. When the municipality has declared the event has ended, the standard timelines for winter maintenance activities will resume.
- 1.16 **"Town"** means the Corporation of the Town of Kirkland Lake;
- 1.17 **"Travelled Portion of the Roadway"** shall be defined as that part of a roadway designated or intended for use by vehicular traffic;
- 1.18 **"Town Owned Property"** is a piece of property, owned or operated by, or upon which a legal easement exists in favour of the Corporation of the Town of Kirkland Lake;

2 GENERAL PROHIBITIONS

- 2.1 No person shall deposit or cause to be deposited any snow or ice upon any portion of any highway or bridge located within the territorial limits of the Corporation of the Town of Kirkland Lake.
- 2.2 No person shall deposit, or stockpile, or cause to be deposited or stockpiled, snow or ice within the roadways as to obstruct the line of sight of vehicles entering the roadway from a private driveway or at an intersection.
- 2.3 No person shall deposit any snow or ice from private property or cause to be deposited on any part of a roadway within the Corporation of the Town of Kirkland Lake.
- 2.4 No person shall deposit, or cause to be deposited, snow or ice on any sidewalk plowed by the Corporation of the Town of Kirkland Lake.
- 2.5 No person shall deposit, or cause to be deposited, snow or ice on, or within one (1) metre of a fire hydrant or in a manner that obstructs access to a fire hydrant.
- 2.6 No person shall relocate snow or ice within the roadway in such a manner as to encroach on the cleared portion of the roadway intended for vehicular and pedestrian traffic, or that would result in the obstruction of normal visibility of the safe movement of vehicular and pedestrian traffic on the roadway.

- 2.7 No person shall deposit, or cause to be deposited, snow or ice on Town owned property.
- 2.8 No person shall pile, redistribute, or otherwise cause the accumulation of snow or ice on a sidewalk, travelled portion of a roadway, within the Municipality, in such a manner as to obstruct the view or movement, in any way, of snow clearing equipment under the jurisdiction of the Town's Public Works Department.
- 2.9 No person shall move snow or ice from within the roadway from one side of the cleared portion of the roadway intended for vehicular and pedestrian traffic, to the other side of the roadway.

3 EXEMPTIONS

3.1 The provisions of this By-law shall not apply to the Corporation of the Town of Kirkland Lake or the Ontario Ministry of Transportation, or contractors thereof, for the purposes of snow clearing operations on highways;

4 REMEDIATION

- 4.1 If the Director of Public Works deems, at his or her sole discretion, that the nature, volume or consistency of snow or ice accumulation can create a public hazard, the Director of Public Works or designate is authorized to have the material be removed and to invoice the property Owner for the expense incurred or by adding such expense to the tax roll and collecting them in the same manner as taxes in accordance with Section 446 of the Municipal Act.
- 4.2 Expenses invoiced to the Owner or added to the tax roll by the Corporation of the Town of Kirkland Lake will be on a cost recovery basis.

5 OBSTRUCTION

5.1 No person shall hinder, interfere with or otherwise obstruct, either directly or indirectly, an officer, employee of the Corporation of the Town of Kirkland Lake and/or agent in the lawful exercise or power of duty under this By-law.

6 ENFORCEMENT

- 6.1 Any Officer is authorized to order any person in violation of the provisions of this By-law and to request compliance therewith;
- 6.2 Any Officer is authorized to order any person believed by such Officer to be in contravention of this By-law to desist from any activity comprising of or contributing to such contravention;

7 PENALTY

7.1 Every Person who contravenes any provision of this By-law, is guilty of an offence and upon conviction is liable to a penalty pursuant to the Provincial Offences Act, R.S.O. 1990, C.P. 33, as amended (see Schedule "A").

8 AUTHORITY TO TOW VEHICLES

8.1 In addition to any other penalties provided for the By-law, a Municipal By-law Enforcement Officer, a Police Officer or an individual designated by the Chief Administrative Officer, may, where a vehicle is parked or stopped in contravention of any portion of this By-law, cause it to be moved or taken to and placed or stored in a suitable place as designated by the Corporation of the Town of Kirkland Lake. All fees, costs and expenses associated with the towing and storing of the vehicle will be charged to the Owner and must be paid before the vehicle will be released.

9 VALIDITY AND SEVERABILITY

- 9.1 Should any section, subsection, clause, paragraph or provision of this By-law be declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the Part so declared to be invalid.
- **10 THAT** this By-law shall be known and cited as the Town's "Roadway Snow Depositing By-Law".
- **11 THAT** Schedule "A" of this By-Law shall be deemed to be incorporated into and form part of this By-Law.
- **12 THAT** By-Law 08-089 is hereby repealed.
- **13 THAT** this By-Law shall come into force and effect upon the date of passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor

SCHEDULE 'A' TO BY-LAW 22-062

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE PART 1 PROVINCIAL OFFENCES ACT

BY-LAW NO. 22-062 BEING A BY-LAW TO REGULATE THE DEPOSITING OF SNOW OR ICE ON MUNICIPAL OWNED OR OPERATED PROPERTY WITHIN THE TOWN OF KIRKLAND LAKE

175.00 175.00 175.00
175.00
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200.00
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175.00
300.00



BY-LAW NUMBER 22-063

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SITE PLAN CONTROL AGREEMENT AMENDMENT FOR 155 GOVERNMENT ROAD WEST

WHEREAS 155 Government Road West has an active Site Plan Control Agreement, passed under By-Law 90-029;

AND WHEREAS 155 Government Road West has proposed an amendment to the existing Site Plan;

AND WHEREAS in order to carry out these activities, an amendment to the existing Site Plan Control Agreement was required;

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 Municipal Clerk be and they are hereby authorized to execute a Site Plan Control Agreement Amendment with 155 Government Road West, a copy of which are attached as Schedule "A".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor

SCHEDULE "A" TO BY-LAW 22-063



BY-LAW NUMBER 22-064

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE TWO ACCESS AGREEMENTS WITH HYDRO ONE NETWORKS INC.

WHEREAS The Corporation of the Town of Kirkland Lake is the owner of the lands legally described as Mining Claim L2639, Parcel 8831CST and Mining Claim L7738, Parcel 9931CST;

AND WHEREAS Hydro One Networks Inc. has requested access to the Town owned lands in order to carry out work related to the K4 Transmission Line Project

AND WHEREAS Hydro One Networks Inc. has requested an access agreement with the Town of Kirkland Lake to entre onto a portion of the lands;

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 Municipal Clerk be and they are hereby authorized to execute two (2) access agreement with Hydro One over Town owned property as outlined in the agreements, copy of which are attached as Schedule "A".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor



BY-LAW NUMBER 22-065

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN EASEMENT AGREEMENT WITH HYDRO ONE NETWORKS INC. OVER A PORTION OF THE CLOSED COMFORT STREET ROAD ALLOWANCE

WHEREAS The Corporation of the Town of Kirkland Lake is the owner of the lands legally described as PCL 10874 SEC CST; SOUTH WOOD ST PL M116TIM TECK; NOW COMFORT ST CLOSED BY LT17638, PT 1 TER918;

AND WHEREAS Hydro One Networks Inc. has requested the Easement Agreement with the Town of Kirkland Lake over the property legally described as PCL 10874 SEC CST; SOUTH WOOD ST PL M116TIM TECK; NOW COMFORT ST CLOSED BY LT17638, PT 1 TER918;

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 Municipal Clerk be and they are hereby authorized to execute an easement agreement with Hydro One over Town owned property as outlined in the agreement, copy of which are attached as Schedule "A".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor



BY-LAW NUMBER 22-066

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE TEMPORARY LAND USE AGREEMENTS WITH ENBRIDGE GAS INC.

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

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

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

AND WHEREAS Enbridge Gas Inc. has requested the Temporary Land Use Agreement with the Town of Kirkland Lake;

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

THAT the Mayor and Clerk be and they are hereby authorized to execute a Temporary Land Use Agreement with Enbridge Gas Inc. for the temporary use of lands on Town owned property as outlined in the agreement, copy of which are attached as Schedule "A".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor



BY-LAW NUMBER 22-067

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF EAST PART LOT 196, REGISTERED PLAN M158NB TO MARK GEDDES

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

AND WHEREAS By-law 09-064 was in force on the date of the sale or disposition of the property described as M158NB East Part Lot 196, PCL 1847T;

AND WHEREAS the Municipality provided public notice of the Town's intent to sell of dispose of the property on August 3, 2022;

AND WHEREAS the Municipality received an offer to purchase land described as M158NB East Part Lot 196, PCL 1847T;

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

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

1 **THAT** the Mayor and Municipal Clerk are hereby authorized to execute all documents related to the sale of land described as M158NB East Part Lot 196, PCL 1847T, to Mark Geddes for \$1,540.00, plus legal costs.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Clerk



BY-LAW NUMBER 22-068

BEING A BYLAW TO AUTHORIZE THE MAYOR AND MUNICIPAL CLERK TO EXECUTE AN AGREEMENT WITH MILLER PAVING LIMITED FOR ASPHALT PAVING SERVICES

WHEREAS the paving of parts of Wilson Avenue, Young Avenue and Dixon Avenue, as well as the paving of scattered roadway patches, have previously been approved and budgeted for by Council,

AND WHEREAS a request for tender was issued for the above noted work, and a contract for asphalt paving services subsequently awarded to Miller Paving Limited as the low tender

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 Municipal Clerk are hereby authorized to execute an agreement attached hereto as Schedule "A" with Miller Paving Limited for asphalt paving services for \$249,795.50 + HST.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor



THIS AGREEMENT made this XXth day of August 2022

BETWEEN:

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

And

Miller Paving Limited (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 **Asphalt Paving Services** in accordance with 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 Contractor 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 Contractor 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 on date of execution and unless otherwise terminated pursuant to the provisions of this Agreement shall expire on **November 1**, **2022**. This Agreement may be extended on a month by month basis, at the discretion of the Municipality.

A pre-start meeting will be held one (1) week prior to project commencement with the Town's representative.

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 **Asphalt Paving Services** are to be charged at **\$249,795.50 plus HST as per the following breakdown;**

2607 units of SP12.5 Asphalt – 50mm thick Roadway Paving at \$56.50 per unit - \$147,295.50

800 units of SP12.5 Asphalt 50mm think Patches at \$88.75 per unit – \$71,000.00

400 units of Quarried Granular "A" – Roadway at \$49.50 per unit - \$19,800.00

200 units of Quarried Granular "A" – Shoulders at \$58.50 per unit - \$11,700.00

Please note that Granular "A" is to only be used when required to reach the proper crossfall and is to be discussed with the Town's representative.

- 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 **Public Works** 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 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 **Manager of Operations and Engineering** 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 J.D.(Jim) Roman, P.Eng. – Director of Public Works 1 Dunfield Road Kirkland Lake, Ontario, P2N 3P4
COMPANY:	Miller Paving Limited Box 248

704024 Rockley Road New Liskeard ON P0J 1P0

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.
- 22.4 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.
- 22.7 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	
Title	Municipal Clerk	
Date:	Date:	

SCHEDULE A – SCOPE OF WORK

The following three locations require full width road paving (SP12.5 50mm thickness). The Company shall grade the roads and correct cross-fall as required prior to paving. Quarried Granular "A" shall be used if required and shall be paid as per the item Granular "A" Roadway. The Company shall also build up the shoulders to match the new asphalt (provide positive drainage) and this work will be paid under the item Granular "A" Shoulders.

- Wilson Ave from Federal St to Grierson Rd = 584m2 (Schedule D)
- Intersection of Dixon Ave & Spruce St = 689m2 (Schedule E)
- Young Ave from 3^{rd} St to 4^{th} St = 1,334m2 (Schedule F)

Further to the requirements listed above, the following locations are smaller patches that require paving and will be paid under item Asphalt Patching (SP12.5 50mm thickness). When Granular "A" is required, it shall be paid under the appropriate Granular "A" item.

-	North Side Driveway at 14 Wilson Ave	= 18m2
-	South Side Driveway at 14 Wilson Ave	= 12m2
-	South Side Driveway at 15 Lakeshore Road	= 30m2
-	Road Patch at 5 Kirkland St West	= 66m2
-	Road Patch 1 on Churchill Drive	= 36m2
-	Road Patch 2 on Churchill Drive	= 32m2
-	Road Patch corner of Churchill Drive and 5^{th} St	= 45m2
-	Road Patch at 141 Main St	= 51m2
-	Road Patch at 9 Station Rd	= 25m2
-	Road Patch at 84 Tower St	= 118m2
-	Road Patch at 36 Wishman St	= 135m2
-	Road Patch Hudson Bay/Duncan Intersection	= 97m2
-	Driveway Patch – End of Beaver Dr.	=135m2

SCHEDULE B - INSURANCE

Contractor's Equipment Floater

The contractor shall provide and maintain coverage on equipment used during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense.

Contractor's Pollution Liability

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than five million dollars (\$5,000,000.00). The policy shall provide coverage for pollution conditions as a result of the operations performed at the job site. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

Commercial General Liability

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than five million (\$5,000,000.00) per occurrence, an aggregate limit of not less than ten million (\$10,000,000.00), within any policy year with respect to completed operations and a deductible of not less than one hundred thousand (\$100,000.00). The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- (a) Name the Owner as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Owners and Contractors Protective
- (i) Broad Form Property Damage
- (j) 30 days' notice of cancellation
- (k) Attached Machinery

The following may apply:

a) If applicable to the construction project described in the Agreement, coverage shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading.

Automobile Liability Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than five million \$5,000,000.00 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

Professional Liability

The Company shall take out and keep in force Professional Liability insurance in the amount of five million \$5,000,000.00 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Town of Kirkland Lake. The policy shall be renewed for 3 years after

contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Town of Kirkland Lake. The Town of Kirkland Lake has the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense.

Primary Coverage

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

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement. The Company will need to name the Town of Kirkland Lake as an additional insured and provide 30 days notice of cancellation



BY-LAW NUMBER 22-069

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN BILL OF SALE DOCUMENTS FOR THE PURCHASE OF TWO NEW BACKHOES

WHEREAS the purchase of two (2) new backhoes has previously been approved and budgeted for by Council,

AND WHEREAS a Request for Tender was issued for the above noted purchase, and subsequently awarded to Toromont Cat as the low tender;

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 Municipal Clerk are hereby authorized to execute all bill of sale documents, as may be required, for the purchase of two (2) new backhoes from Toromont Cat as tendered, for \$368,392.00 + HST + trade-ins.
- **2 THAT** any executed bill of sale documents shall form part of Schedule "A" of this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor



BY-LAW NUMBER 22-070

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS REGULAR MEETING HELD AUGUST 16, 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 this meeting be confirmed and adopted by by-law;

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

- 1 **THAT** the actions of the Council of the Town of Kirkland Lake in respect of each motion passed and other actions taken by the Council of the Town of Kirkland Lake at this meeting are hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
- 2 **THAT** the Mayor and Councillors of the Town of Kirkland Lake are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Town of Kirkland Lake referred to in the preceding section.
- 3 **THAT** the Mayor and the Clerk are hereby authorized to execute all documents necessary on behalf of the Council and to affix thereto the corporate seal of the Town of Kirkland Lake.
- 4 **THAT** this by-law comes into force upon adoption by Council of the Town of Kirkland Lake.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16th DAY OF AUGUST, 2022.

Pat Kiely, Mayor