



AGENDA

Regular Council Meeting

Tuesday, September 20, 2022

4:40 PM

Council Chambers/Zoom

Please visit the [TKL YouTube Channel](#) for the live-stream of the meeting.

We acknowledge that the Town of Kirkland Lake is located on the traditional territories of the Anishinabewaki ᐱᐩᐩᐩᐩᐩᐩᐩ, Cree, and Omàmiwininiwag (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 September 20, 2022 be approved as circulated.

3. DECLARATION OF PECUNIARY INTEREST

4. PETITIONS AND DELEGATIONS

4.1. Update on Northern College and Upcoming Initiatives

Dr. Audrey Penner, President and CEO of Northern College
Jeff Molyneaux, Northern College Board of Governors Vice-Chair
Drew Enouy, Northern College Kirkland Lake Campus Manager
[Presentation - Northern College Delegation](#)

4.2. Update on Kirkland Lake Solar Inc.

Paul Nadeau, General Manager - Energy and Economic Development, Town of Kapuskasing

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

5.1. [Minutes - Regular Council - September 6, 2022](#)

RECOMMENDATION:

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

- Minutes of the Regular Meeting of Council held September 6, 2022.

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. OPP Contract Renewal

Alan Smith, Chief Administrative Officer

[2022-CAO-006 OPP Contract Renewal](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-CAO-006 entitled “**OPP Contract Renewal**” be received.

6.2. Request to Purchase Surplus Land at 60 Second Street

Jenna McNaughton, Planning Administrator

[2022-DEV-053 Request to Purchase Surplus Land at 60 Second Street](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-DEV-053 entitled “**Request to Purchase Surplus Land at 60 Second Street**” be received for information.

6.3. Enabling Accessibility Fund

Bonnie Sackrider, Director of Community Services

Cheryl Lafreniere, Library CEO

[2022-CS-013 Enabling Accessibility Fund](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-CS-013 entitled “**Enabling Accessibility Grant Application – Teck Centennial Library, Children’s Department**” be received;

AND FINALLY THAT Council authorize the submission of a grant application to the Enabling Accessibility Fund for the Teck Centennial Library Children’s Department as outlined within the Report.

6.4. Parking By-Law Amendment - Increase to "No Parking Zone" Government Road East and Dunfield Road.

Stephane Fortin, Manager of Operations and Engineering

[2022-PW-016 Parking By-Law Amendment - Increase to “No Parking” Zone, Government Road East at Dunfield Road](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-PW-016 entitled “**Parking By-Law Amendment - Increase to “No Parking” Zone, Government Road East at Dunfield Road.**” be received;

AND THAT Council approve the proposed amendments to Table K Parking Restrictions and Schedule K-2 Parking Restrictions of By-Law 15-017, as amended;
AND FINALLY THAT an amending by-law be brought forward for three (3) readings on September 20, 2022.

- 6.5. Easement Agreement with Hydro One - Main Street Laneway
Jenna McNaughton, Planning Administrator
[2022-DEV-054 Hydro One Easement - Main Street Laneway](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-DEV-054 entitled “**Easement Agreement with Hydro One Networks Inc.– Main Street Laneway**” be received;
AND THAT Council authorize the Mayor and Municipal Clerk to execute an Easement Agreement with Hydro One Networks Inc as identified within the report;
AND FINALLY THAT an Execution By-Law be brought forward for three (3) readings on September 20, 2022.

- 6.6. Appointments to the Timiskaming District Joint Compliance Audit Committee
Jennifer Montreuil, Municipal Clerk
[2022-CLK-021 Appointments to the TDCAC](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-CLK-021 entitled “**Appointments to the Timiskaming District Joint Compliance Audit Committee**” be received;
AND THAT the Council of the Corporation of the Town of Kirkland Lake hereby establish the Timiskaming District Joint Compliance Audit Committee;
AND THAT Council approve the appointment of the following members to the Timiskaming District Joint Compliance Audit Committee for a term to expire on November 14, 2026:

- Alvin Willard
- Robert Norris
- Heather Sandrin
- Chris Wray (Alternate Member)
- Don Studholme (Alternate Member)

7. CONSIDERATIONS OF NOTICES OF MOTIONS

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

- 8.1. **By-Law 22-078**
[By-Law 22-078 to Execute Land Sale Agreement - 60 Second Street \(2323008 Ontario Inc\)](#)

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 22-078, being a by-law to authorize the Mayor and Municipal Clerk to execute documents related to the sale of 60 Second Street to 2323008 Ontario Inc.

8.2. **By-Law 22-079**

[By-Law 22-079 to Amend By-Law 15-017 for the Regulation of Parking for the 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 22-079, being a by-law to amend By-Law 15-017 for the Regulation of Parking for the Town of Kirkland Lake (Table K Parking Restrictions and Schedule K-2 Parking Restrictions)

8.3. **By-Law 22-080**

[By-Law 22-080 to Authorize the Execution of an Easement Agreement with Hydro One Networks Inc.](#)

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 22-080, being a by-law to authorize the execution of an Easement Agreement with Hydro One Networks Inc.

8.4. **By-Law 22-081**

[By-Law 22-081 to Establish and Appoint the Timiskaming District Joint Compliance Audit Committee](#)

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 22-081, being a by-law to Establish and Appoint the Timiskaming District Joint Compliance Audit Committee.

9. QUESTIONS FROM COUNCIL TO STAFF

10. NOTICE(S) OF MOTION

11. COUNCILLOR'S REPORTS

11.1. Mayor Kiely - Proclamation: National Day for Truth and Reconciliation (September 30)
[Proclamation - National Truth and Reconciliation Day](#)

11.2. Councillor Wight - 2022 AMO Conference Report

11.3. 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, being a personal matter about an identifiable individual, including municipal or local board employee, and labour relations or employee negotiations.

14. MATTERS FROM CLOSED SESSION

15. CONFIRMATION BY-LAW

15.1. BY-LAW 22-082

[By-Law 22-082 Confirming Proceedings - September 20, 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 22-082, being a by-law to confirm the proceedings of Council at its meeting held September 20, 2022.

16. ADJOURNMENT

RECOMMENDATION:

BE IT RESOLVED THAT Council adjourn the September 20, 2022 Regular Meeting of Council.



Northern College

Find your true North.





2022: building, changing, adapting

- Increased Student Supports
- New Financial Supports
- Campus Master Plan
- Website Redesign





Looking forward: Kirkland Lake

- Renewal of Building Envelope
- New Windows and Brickwork
- Parking Lot Resurfacing
- Homecoming Event: Oct. 22
- Strong Community Participation (Jack Pacey Beards Off for Bursaries event)





Looking ahead: Campus Master Plan



Growing the North

- Campus Renewal
- Expanding Outdoor Spaces
- Gym Enhancement



Looking to the Future



Currently enrolled at KL Campus

- 260 Students (including 171 on campus and 89 studying online)
- 219 domestic students (84%)
- 41 international students (16%)
- 10% more students studying on campus in KL this year than last year



Investing in Kirkland Lake – Campus Renewal

Fiscal 2019-20

KL Boiler Replacement –

New boiler and BAS Controls Package
\$344,000

KL Partial Re-Roofing –

Sections D-G-H (continuation of roof program)
\$352,000

KL Gym Floor Renewal –

Resurfacing of Gym Floor
\$45,408

KL Misc. Asphalt Repair –

roadway and south parking lot area
\$33,384

KL Campus Hub –

Renovations and interior improvements
\$83,865

Misc. painting, flooring and lighting upgrades

\$10,000 (+)



Investing in Kirkland Lake – Campus Renewal

Fiscal 2020-21

KL Partial Re-Roofing –
Sections A-B-K-M
(continuation of roof program)
\$557,201

KL Gym Painting and Logo –
New branding and refresh
\$19,130

KL Transfer Switch Replacement –
New transfer switch for BU Generator
\$49,636

KL Common Area Glazing Renewal –
New curtain wall in 1st & 2nd floor
\$70,732

**Misc. painting, flooring and lighting
upgrades**
\$10,000 (+)



Investing in Kirkland Lake – Campus Renewal

Fiscal 2021-22

- | | |
|---|--------------|
| • KL Gym Wing Air Handler Louvers – Mechanical upgrades | \$131,999 |
| • KL Exterior Building Envelope Upgrades - Phase I & 2 | \$2,424,801 |
| • KL Misc. Interior Upgrades (floor, lights, paint) | \$40,000 (+) |

Fiscal 2022-23

- | | |
|--|--------------|
| • KL Site Work Phase I - asphalt and walkway planned for this fiscal | \$850,000 |
| • KL Exterior Building Envelope Upgrades - Phase 3 | \$1,591,000 |
| • Misc. painting, flooring and lighting upgrades | \$10,000 (+) |



Investing in Kirkland Lake – Campus Renewal

Total monies spent on renewal

Fiscal 2019-20	\$868,657
Fiscal 2020-21	\$706,699
Fiscal 2021-22	\$2,596,800
Fiscal 2022-23	\$2,451,000
Total	\$6,623,156

Over the past 4 Years,
Northern College has
spent over \$6.5 million
on campus renewals.

**We care about
Kirkland Lake!**



Indigenous Education & Empowerment



- Sacred Garden
- Access Centres
- Residential School Survivors Memorial
- Indigenizing Curriculum



Equity. Diversity. Inclusion.

- The Ideal College
- EDI Task Force
- Benchmarking
- Culture of Respect
- Continuous Improvement





Connecting to Communities



- Access to Affordable Housing
- International Students
- Increased Presence at Events
- Sponsorships



Connecting to Communities

- Growing the North
- Win-win relationships
- Students building a future
- Talent Pipelines





Looking to the Future



- Globalization
- Sustainability
- The impact of our grads
- Embracing change



Thank you for your support! Questions?





MINUTES

Regular Council Meeting

Tuesday, September 6, 2022

4:40 PM

Council Chambers/Zoom

The Regular Council of the Town of Kirkland Lake was called to order on Tuesday, September 6, 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 Teck Pioneer Residence Tanya Schumacher, Director of Economic Development Wilfred Hass, Waste Management Manager Richard Charbonneau (4:40 PM – 6:18 PM), Chief Administrative Officer Alan Smith, Manager of Operations & Engineering Stephane Fortin (4:40 PM – 5:50 PM), Municipal Clerk Jennifer Montreuil, Director of Public Works Jim Roman, Acting Executive Assistant Kiara Roy (4:40 PM – 6:18 PM), and Director of Corporate Services Shawn LaCarte

1. CALL TO ORDER AND MOMENT OF SILENCE

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

2. APPROVAL OF THE AGENDA

Moved by: Councillor Eugene Ivanov

Seconded by: Councillor Patrick Adams

BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on Tuesday, September 6, 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.

Councillor Rick Owen declared conflicts with Item 6.4 Request to Enter into an Encroachment Agreement with Agnico Eagle as "My Son works for Agnico Eagle, and Item 8.2 By-Law 22-072, being a By-Law to authorize the Mayor and Clerk to execute documents related to an Encroachment Agreement over a portion of Mining Claim L2936 with Agnico Eagle Mines Limited" as "My Son Brian is an employee of Agnico Eagles Mines Ltd".

Councillor Patrick Adams declared conflicts with Item 6.4 Request to Enter into an Encroachment Agreement with Agnico Eagle, and Item 8.2 By-Law 22-072, being a By-Law to authorize the Mayor and Clerk to execute documents related to an Encroachment Agreement over a portion of Mining Claim L2936 with Agnico Eagle Mines Limited as he is an "employee of Agnico Eagle".

4. PETITIONS AND DELEGATIONS

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

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

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

- Minutes of the Regular Meeting of Council held August 16, 2022

CARRIED

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

- 6.1.** Waste Reduction Week 2022
Richard Charbonneau, Waste Management/Airport Operations Manager

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

BE IT RESOLVED THAT Report Number 2022-DEV-051 entitled "**Waste Reduction Week 2022**" be received for information;
AND FINALLY THAT Council declare October 17th - 23rd, 2022 as Waste Reduction Week in Kirkland Lake.

CARRIED

- 6.2.** Request to Purchase 160 Taylor Avenue
Jenna McNaughton, Planning Administrator

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

BE IT RESOLVED THAT Report Number 2022-DEV-045 entitled "**Request to Purchase 160 Taylor Avenue**" be received for information.

CARRIED

- 6.3.** Request to Purchase 105 Prospect Avenue
Jenna McNaughton, Planning Administrator

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

BE IT RESOLVED THAT Report Number 2022-DEV-046 entitled "**Request to Purchase 105 Prospect Avenue**" be received for information.

CARRIED

Having declared a conflict, Councillor Owen removed himself from the Council Chambers at 4:48 p.m.

Having declared a conflict, Councillor Adams was placed in the waiting room of the electronic meeting platform at 4:48 p.m.

**6.4. Request to Enter into an Encroachment Agreement with Agnico Eagle
Jenna McNaughton, Planning Administrator**

Moved by: Councillor Eugene Ivanov

Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT Report Number 2022-DEV-047 entitled “**Request to Enter into an Encroachment Agreement with Agnico Eagle**” be received for information.

CARRIED

Councillor Owen returned to the Council Chambers at 4:49 p.m.

Councillor Adams was re-admitted electronically to the meeting at 4:49 p.m.

**6.5. Verbal Update - 2022 AMO Conference Update
Alan Smith, Chief Administrative Officer**

Moved by: Councillor Casey Owens

Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT Verbal Report entitled “**2022 AMO Conference Update**” be received for information.

CARRIED

**6.6. 2022-2023 Strategic Plan Update
Alan Smith, Chief Administrative Officer**

Moved by: Councillor Patrick Adams

Seconded by: Councillor Eugene Ivanov

BE IT RESOLVED THAT Report Number 2022-CAO-005 entitled “**2022-2023 Strategic Plan Update**” be received;

AND FINALLY THAT Council direct the Chief Administrative Officer to prepare a draft Terms of Reference for the development of a strategic planning process for presentation at the next term of Council.

CARRIED

- 6.7.** Winter Operations & Updated Winter Maintenance Manual
Jim Roman, Director of Public Works

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

BE IT RESOLVED THAT Report Number 2022-PW-011 entitled “**Winter Operations & Updated Winter Maintenance Manual**” be received;
AND FINALLY THAT Council adopt the Town of Kirkland Lake’s updated Winter Maintenance Manual.

CARRIED

- 6.8.** Updated Request for Parade Permit – Santa Claus Parade
Jennifer Montreuil, Municipal Clerk

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

BE IT RESOLVED THAT Report Number 2022-CLK-017 entitled “**Updated Request for Parade Permit – Santa Claus Parade**” be received;
AND FINALLY THAT Council direct that the Parade Permit issued to the Kirkland Lake District Chamber of Commerce be amended to reflect the new parade date being Saturday, November 26, 2022.

CARRIED

- 6.9.** 2023-2026 Call for Interest – Boards and Committees of Council
Jennifer Montreuil, Municipal Clerk

Moved by: Councillor Eugene Ivanov
Seconded by: Councillor Patrick Adams

BE IT RESOLVED THAT Report Number 2022-CLK-020 entitled “**2023-2026 Call for Interest – Boards and Committees of Council**” be received;
AND THAT Council authorize the Call for Interest for the following Committees for the 2023-2026 Term of Council:

1. Town of Kirkland Lake Museum Advisory Committee
2. Town of Kirkland Lake Committee of Adjustment
3. Town of Kirkland Lake Planning Advisory Committee
4. Teck Pioneer Residence (TPR) Committee of Management
5. Kirkland Lake Police Services Board
6. Teck Centennial Library Board
7. Kirkland Lake Economic Development Committee
8. Kirkland Lake Property Standards Committee

AND FINALLY THAT the establishment, composition and call for membership of any subsequent committees for the 2023-2026 Term be at the satisfaction of the incoming Council.

CARRIED

7. CONSIDERATIONS OF NOTICES OF MOTIONS

7.1. Councillor Wight - Draven Alert System

Moved by: Councillor Stacy Wight

Seconded by: Councillor Casey Owens

WHEREAS Council for the Town of Kirkland Lake received correspondence from the Town of Mattawa requesting changes to the Amber Alert System and create a new alert called the Draven Alert;

AND WHEREAS the Ontario Amber Alert is a warning system that quickly alerts the public of a suspected abduction of children who are in imminent danger with the goal to broadcast as much information about the child, the abductor and suspect vehicles as quickly as possible so that the public can respond with any relevant information that might lead to the child's safe return;

AND WHEREAS the recent tragic death of 11-year-old Draven Graham showed that the Amber Alert system is flawed when it comes to vulnerable children who can go missing but are not abducted;

AND WHEREAS it is clear that there needs to be an addition to the alert system to allow for law enforcement to send out an alert for vulnerable children who go missing under circumstances that do not involve an abduction but are at serious risk of injury or death;

NOW THEREFORE BE IT RESOLVED THAT Council for the Corporation of the Town of Kirkland Lake request that the Minister of the Solicitor General and the Commissioner of the Ontario Provincial Police, as well as the Premier's Office, be requested to make the necessary changes to the Amber Alert System and create a new alert called the Draven Alert, which will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing;

AND FINALLY THAT this Motion be forwarded to the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), all municipalities within the District of Timiskaming, MP Charlie Angus (Timmins – James Bay), and MPP John Vantoff (Timiskaming—Cochrane).

CARRIED

7.2. Councillor Wight - Mandatory Fire Fighter Certification

Moved by: Councillor Stacy Wight

Seconded by: Councillor Casey Owens

WHEREAS municipal governments provide essential services to the residents and businesses in their communities;

AND WHEREAS the introduction of new provincial policies and programs can have an impact on municipalities;

AND WHEREAS municipal governments are generally supportive of efforts to modernize and enhance the volunteer and full-time fire services that serve Ontario communities;

AND WHEREAS the Association of Municipalities of Ontario (AMO) believes in principle that fire certification is a step in the right direction, it has not endorsed the draft regulations regarding firefighter certification presented by the Province;
AND WHEREAS municipalities and AMO are concerned the thirty-day consultation period was insufficient to fully understand the effects such regulations will have on municipal governments and their fire services;
AND WHEREAS fire chiefs have advised that the Ontario firefighter certification process will create additional training and new costs pressures on fire services;
AND WHEREAS AMO, on behalf of municipal governments, in a letter to Solicitor General Jones dated February 25, 2022, made numerous comments and requests to address the shortcomings in the draft regulations;
NOW THEREFORE BE IT RESOLVED THAT the Corporation of the Town of Kirkland Lake does hereby support AMO's recommendations;
AND THAT the Town of Kirkland Lake hereby calls on the Solicitor General of Ontario to work with AMO, municipal governments and fire chiefs across Ontario to address the concerns raised so that municipalities can continue to offer high quality services to their communities;
AND FINALLY THAT a copy of this Motion be forwarded to the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Ontario Small Urban Municipalities (OSUM), and all the municipalities within the Timiskaming District.

CARRIED

7.3. Councillor Owen - Direction on Pool Facility at 55 Allen Ave.

Moved by: Councillor Rick Owen

Seconded by: Councillor Lad Shaba

WHEREAS Council for the Town of Kirkland Lake find it fiscally vital that the pool facility located at 55 Allen Avenue remain an asset to be enjoyed by the residents of the community;

THEREFORE BE IT RESOLVED THAT Council for the Town of Kirkland Lake direct that the pool facility located at 55 Allen Avenue not be demolished.

CARRIED

7.4. Councillor Shaba - Town of Kirkland Lake Sidewalk Painting Program

Moved by: Councillor Lad Shaba

Seconded by: Councillor Rick Owen

WHEREAS at its August 16, 2022 Regular Meeting, Council resolved that sidewalk painting between 21 Prospect Avenue and 13 Government Road West in observance of Pride Month be budgeted for 2023;

AND WHEREAS Council for the Town of Kirkland Lake deem it fair to investigate the opportunity of offering sidewalk painting for organization/agencies attempting to increase public awareness of their programs and activities that benefit and/or supports the residents of the Town of Kirkland Lake, and/or relates to an important event taking place in the Town, and/or promotes the initiatives or interests of the Town, Provincial and Federal levels of Government.

THEREFORE BE IT RESOLVED THAT Council for the Town of Kirkland Lake request that an information report be prepared identifying costs, impacts to resources, period of availability, locations and feasibility of the Town's Public Works Department undertaking the implementation of a formal Sidewalk Painting Program.

CARRIED

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

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

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

By-Law Number 22-071, being a By-Law to amend By-Law 22-058 To Establish User Fees for the Corporation of the Town of Kirkland Lake (Schedule "A")

CARRIED

Having declared a conflict, Councillor Owen removed himself from the Council Chambers at 6:10 p.m.

Having declared a conflict, Councillor Adams was placed in the waiting room of the electronic meeting platform at 6:10 p.m.

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

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

By-Law Number 22-072, being a By-Law to authorize the Mayor and Clerk to execute documents related to an Encroachment Agreement over a portion of Mining Claim L2936 with Agnico Eagle Mines Limited.

CARRIED

Councillor Owen returned to the Council Chambers at 6:11 p.m.
Councillor Adams was re-admitted electronically to the meeting at 6:11 p.m.

- 8.3 Moved by: Councillor Patrick Adams
Seconded by: Councillor Eugene Ivanov

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

By-Law Number 22-073, being a By-Law to authorize the Mayor and Clerk to execute documents related to the sale of 4-6 Main Street to George Hutchison.

CARRIED

- 8.4 Moved by: Councillor Casey Owens
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 22-074, being a By-Law to authorize the Mayor and Clerk to execute documents related to the sale of 105 Prospect Avenue to Ted Roman.

CARRIED

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

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

By-Law Number 22-075, being a By-Law to authorize the Mayor and Clerk to execute documents related to the sale of 160 Taylor Avenue to Christopher Kazur and Tracy Lalande.

CARRIED

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

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

By-Law Number 22-076, being a By-Law to authorize the execution of an Agreement between Alex MacIntyre and Associates Limited and the Corporation of the Town of Kirkland Lake for demolition services.

CARRIED

9. QUESTIONS FROM COUNCIL TO STAFF

10. NOTICE(S) OF MOTION

11. COUNCILLOR'S REPORTS

Updates from Members of Council

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

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

CARRIED

12. ADDITIONAL INFORMATION

13. CLOSED SESSION

Council took recess at 6:18 p.m. and resumed the meeting at 6:29 p.m.

Moved by: Councillor Patrick Adams

Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT Council adjourn in-camera pursuant to Section 239(2) of the Municipal Act, 2001 as amended at 6:29 p.m. for the following reasons:

- Items 13.1, 13.2 and 13.3, all being matters of proposed or pending acquisitions or dispositions of land by the municipality or local boards.

CARRIED

14. MATTERS FROM CLOSED SESSION

Moved by: Councillor Stacy Wight

Seconded by: Councillor Lad Shaba

BE IT RESOLVED THAT Council reconvene in open session at 6:50 p.m.

CARRIED

The Mayor asked if there were any declarations of pecuniary interest from matters being brought forward from the closed meeting. None noted.

- 14.1** Moved by: Councillor Stacy Wight
Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT Report Number 2022-DEV-048 entitled “**Request to Purchase 60 Second Street**” be received;

AND THAT Council approve the sale of land for 60 Second Street to 2323008 Ontario Inc. for \$12,000.00;

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 readings on September 20, 2022.

CARRIED

15. CONFIRMATION BY-LAW

15.1. By-Law 22-077

Moved by: Councillor Patrick Adams
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 22-077, being a by-law to confirm the proceedings of Council at its meeting held September 6, 2022.

CARRIED

16. ADJOURNMENT

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

BE IT RESOLVED THAT this Regular Meeting of Council do now adjourn at 6:52 p.m.

CARRIED

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

APPROVED BY COUNCIL ON

REPORT TO COUNCIL

Meeting Date: 20/09/2022

Report Number: 2022-CAO-006

Presented by: Alan Smith

Department: Administration/CAO

REPORT TITLE

OPP Contract Renewal

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CAO-006 entitled “**OPP Contract Renewal**” be received.

INTRODUCTION

The amended contract for OPP services expires on December 31, 2022. Utilizing the delegated authority under By-Law 22-019, the Chief Administrative Officer has signed an Amending Agreement to extend said services until December 2023.

DISCUSSION

The Town of Kirkland Lake has engaged the OPP for police services since 1996. The most recent contract was for a 5-year term ending in 2021. This contract was amended to extend services until December 31, 2022. Given the approaching expiry date, in order to provide stability to the Town’s policing capabilities, the CAO has signed an amending agreement to extend the contract for policing services with the OPP until December 2023. Normal procedure would have Council passing a By-Law to authorize the execution of an Amending Agreement. However, given the lame duck status of the present Council, the CAO has utilized the delegated authority under By-Law 22-019 to extend the OPP service agreement. However, it is important to note, as indicated in Attachment #1, Section 26 of the Agreement is being replaced with the following:

“...Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01st day of January 2019, and shall conclude on the earlier of (i) the 31st day of December 2023 or (ii) the date that the Community Safety and Policing Act, 2019 comes into force...”

On March 26, 2019, the Provincial Government passed the *Comprehensive Ontario Police Services Act, 2019* (Bill 68) and established the *Community Safety and Policing Act, 2019* (CSPA). Once in force, the CSPA will replace the *Police Services Act* (1990). To bring the CSPA into force, the Ministry is required to develop several matters for regulation, including regulations related to the Ontario Provincial Police (OPP) such as:

- OPP Detachment Boards;
- OPP Governance Advisory Council; and
- OPP Billing.

The Ministry planned on having the CSPA into force by early 2022 – this has not happened. Therefore, municipalities are extending their contracts until the CSPA takes effect. Once this occurs, contracts for policing services will no longer be required. Municipalities would continue to be policed by the OPP and become a part of an OPP detachment board (s.10(1)(4), s.67, s.68 CSPA). An OPP detachment board would be required to, among other things:

- Advise the detachment commander with respect to policing provided by the detachment and on the development of the local action plan;
- Consult with the Commissioner on the selection and monitor the performance of the detachment commander; and
- Provide an annual report to municipalities and band councils.

In addition to the training required for all board members under the Act, detachment board members will be required to successfully complete training on the role of boards and responsibilities as members prior to exercising their powers.

OTHER ALTERNATIVES CONSIDERED

An option of signing a new section 10 contract for a 3-, 4-, 5-, or 6-year term was made available. However, once the CSPA takes affect, the contract would conclude. According to the OPP, municipalities are preferring the option of amending their current agreements by a year.

FINANCIAL CONSIDERATIONS

2022 budgeted costs for OPP services is \$2,578,176.00

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priorities: Efficiency; Transparency

Goals: Achieve Sustainable Operational Excellence; Provide Outstanding Service

Objectives: Improved Communication; Implement Sustainable Service Delivery

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

Utilizing the delegated authority under By-Law 22-019, the CAO has authorized the extension of OPP services until December 31, 2023. This agreement could end earlier if the *Community Safety and Policing Act*, 2019 receives Royal Assent before the December date is realized.

CONSULTATIONS

OPP

Senior Management Team

ATTACHMENTS

Attachment 1 – Second Amending Service Agreement

This second AMENDING AGREEMENT is from the 30th day of December 2022 to the 31st day of December 2023

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL (“Ontario”)

-and-

THE CORPORATION OF THE MUNICIPALITY OF THE TOWN OF KIRKLAND LAKE (“the Municipality”)

BACKGROUND

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the “Agreement”) which commenced on the 01st day of January 2019.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 29, the Parties may amend the Agreement by written agreement.
- D. The Parties wish to further amend the Agreement as set out in this second Amending Agreement, by extending the duration of the contract to conclude on the 31st of December 2023, as supported by:

Bylaw # 22-019, dated February 15th, 2022 of the Council of the Corporation of the Municipality of Town of Kirkland Lake (attached as Schedule “A-1”).

NOW, THEREFORE, the Parties agree as follows:

- 1. Section 26 of the Agreement shall be replaced with the following:
 - 26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01st day of January 2019, and shall conclude on the earlier of (i) the 31st day of December 2023 or (ii) the date that the Community Safety and Policing Act, 2019 comes into force.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

Notwithstanding the date upon which this Amending Agreement is signed, this Amending

Agreement is effective as of the 30th day of December 2022.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE Corporation of
The Municipality of
The Town of Kirkland Lake

~~Mayor~~

Chief Administrative Officer

Date signed by Municipality: _____

Schedule “A-1”

**BY-LAW OF THE MUNICIPAL COUNCIL
MUNICIPALITY OF THE TOWN OF KIRKLAND LAKE**



KIRKLAND LAKE

THE TOWN OF KIRKLAND LAKE

THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-019

BEING A BY-LAW TO DELEGATE ADMINISTRATIVE POWERS TO THE CHIEF ADMINISTRATIVE OFFICER

WHEREAS Section 270 (1)(6) of the *Municipal Act*, 2001, as amended provides that every municipality shall adopt and maintain policies with respect to the delegation of powers and duties;

AND WHEREAS Council of the Town of Kirkland Lake passed a resolution on December 18, 2007 adopting the Delegation of Powers and Duties Policy;

AND WHEREAS Section 23 of the *Municipal Act*, 2001, as amended permits Council to delegate its administrative powers;

AND WHEREAS Subsection 275(1) of the *Municipal Act*, 2001, S.O. 2001, c.25 states that the council of a local municipality shall not take any action described in subsection (3) after the first day during the election, commonly referred as the "Lame Duck" period;

AND WHEREAS Section 275(3) of the *Municipal Act*, 2001, S.O. 2001, c.25 restricts council from taking action on items including: 1. The appointment or removal from office of any officer of the municipality 2. The hiring or dismissal of any employee of the municipality 3. The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and 4. Making any expenditure or incurring any other liability which exceeds \$50,000;

AND WHEREAS Section 275(6) of the *Municipal Act*, 2001, S.O. 2001, c.25 states that nothing in this section prevents any person or body exercising authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new council;

AND WHEREAS Council of The Corporation of the Town of Kirkland Lake has appointed a Chief Administrative Officer whose duties are to exercise general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and to the perform such other duties that are assigned;

AND WHEREAS Council of The Corporation of the Town of Kirkland Lake deems it expedient to delegate authority to the Chief Administrative Officer to take action, where necessary on certain acts during the "Lame Duck" period;

NOW THEREFORE THE COUNCIL OF THE TOWN OF KIRKLAND LAKE HEREBY ENACTS AS FOLLOWS:

GENERAL POWERS

1. **THAT** the administrative powers delegated to the Chief Administrative Officer include the power to:
 - a. Direct collective bargaining with all Town employees within collective bargaining units, to recommend to Council agreements concerning wages,


salaries and working conditions, and, upon approval by Council, to administer such agreements and in general to be responsible for wage and salary administration subject to normal grievance procedures;

- b. Have full control and direction of all Town employees, except with respect to the statutory duties of such officials as are appointed pursuant to statute, and also subject to the personnel policies approved by Council;
- c. To place and/or move employees within the pay grid based on the position, work performed, evaluation and performance criteria or to make such other adjustments to the pay grid as may be required from time to time;
- d. And that in exercising the delegated power, the Chief Administrative Officer shall ensure adherence to the Policy Requirements set out in the Delegation of Powers and Duties.

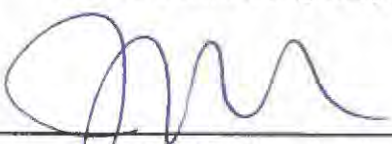
POWERS DURING A 'LAME DUCK' PERIOD

2. **THAT** during a determined "Lame Duck" period, being between Nomination Day and the commencement of the Council Term (upon inauguration), the Chief Administrative Officer be delegated the authority to:
 - a. Dispose of any real or personal property of the municipality which has a value exceeding \$50,000 when it was acquired by the municipality; and
 - b. Make expenditures or incur liabilities which exceed \$50,000.
3. **AND THAT** In the absence of a Chief Administrative Officer, the Director of Corporate Services and Treasurer, jointly, be provided with the delegated authority as set out in recitals 2(a.)(b.), and (4) in the event of a determined "Lame Duck" period.
4. **AND THAT** Notice of the exercise of any such authority during a "Lame Duck" period shall be given to Council by way of a report in open session at the next regular scheduled meeting.
5. **AND THAT** By-Laws 21-008, 18-070 and 14-092 are hereby repealed.
6. **AND THAT** this By-Law shall come into force on the day of its passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 15th DAY OF FEBRUARY, 2022.



Rick Owen, Acting Mayor



Jennifer Montreuil, Clerk

REPORT TO COUNCIL

Meeting Date: 20/09/2022

Report Number: 2022-DEV-053

Presented by: Jenna McNaughton

Department: Development Services

REPORT TITLE

Request to Purchase Surplus Land at 60 Second Street

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-DEV-053 entitled “**Request to Purchase Surplus Land at 60 Second Street**” be received for information.

INTRODUCTION

A request to purchase vacant surplus land at 60 Second Street was received from 2323008 Ontario Inc. The company owns the apartment building at 59 Second Street which has an active lease agreement over 60 Second Street to accommodate parking for the building.

DISCUSSION

The property is a vacant 50' x 120' (6,000 square feet) lot located on Second Street. It was declared as surplus land on June 7, 2016. The applicant currently has an active lease for the property to accommodate parking for their tenants at a 59 Second Street. The applicant has offered \$12,000.00 for the property which equates to \$2.00 per square foot.

At the November 5, 2019 Council meeting, By-Law 19-107 was passed to establish a lease agreement with the owner of 59 Second Street. There have been no concerns brought forward in relation to this lease. Staff do not see any concerns with proceeding with the land sale, as there has been no interest from any parties to put an offer on this lot.

At the September 6th, 2022 Council meeting, Council resolved the following:

“Moved by: Councillor Stacy Wight

Seconded by: Councillor Casey Owens

BE IT RESOLVED THAT Report Number 2022-DEV-048 entitled “Request to Purchase Surplus Land at 60 Second Street” be received,

AND THAT Council approve the sale of land for 60 Second Street to 2323008 Ontario Inc. for \$12,000.00;

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 readings on September 20, 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 in-camera session on September 6th, 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 price of \$12,000.00

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priority: Achieve sustainable operation excellence

Goal: Achieve Sustainable operational excellence

Objectives: Better management of capital assets

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 \$12,000.00

CONSULTATIONS

Senior Management Team

Treasury Department

Public Works Department: Roads Division, Waterworks Division

ATTACHMENTS

Attachment 1 – Location of 60 Second Street



REPORT TO COUNCIL

Meeting Date: 20/09/2022

Report Number: 2022-CS-013

Presented by: Cheryl Lafreniere and
Bonnie Sackrider

Department: Community Services

REPORT TITLE

Enabling Accessibility Grant Application – Teck Centennial Library, Children’s Department

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CS-013 entitled “**Enabling Accessibility Grant Application – Teck Centennial Library, Children’s Department**” be received;

AND FINALLY THAT Council authorize the submission of a grant application to the Enabling Accessibility Fund for the Teck Centennial Library Children’s Department as outlined within the Report.

INTRODUCTION

At the September 6, 2022 Regular Meeting of Council during the section of the Agenda entitled “Councillor Reports”, Council was provided with information surrounding the upcoming renovation in the Children’s Department of the Teck Centennial Library. It was stated that all funds for the project will come from donations, grants, and sponsors. Administration have identified an upcoming grant opportunity that could fund parts of the project related to enhanced accessibility, specifically entrance doors at the Teck Centennial Library.

DISCUSSION

The Enabling Accessibility Fund (EAF) provides funding for projects that make Canadian communities and workplaces more accessible for persons with disabilities. EAF aims to create more opportunities for persons with disabilities to take part in community activities, programs, and services. Eligible organizations can only submit one (1) application to this fund and can apply for up to \$100,000 for small construction, renovation or retrofit of existing spaces to improve accessibility.

Although the project is in its initial stages in terms of design, one area that can be stand alone and completed at any time during the renovation is the installation of a hands-free entrance door to the Children's Department at the Teck Centennial Library

OTHER ALTERNATIVES CONSIDERED

Council could wait until the entire design is completed and look for funding for the project. This alternative is not suggested since regardless of design, an accessible entrance is a requirement for large renovations, as well as, to move toward the Province's vision of municipalities being barrier-free by 2025.

FINANCIAL CONSIDERATIONS

There will be no direct financial implications for the Town. The grant will fund 80% of the approved project and the remaining 20% will come from confirmed fundraising initiatives.

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priority: Transparency

Goal: Provide Outstanding Service

Objective: Implement Sustainable Service Delivery and improving Health and Safety of the Public

ACCESSIBILITY CONSIDERATIONS

An accessible entrance to a public building enjoyed by so many members of the community is a priority.

The item will also be added to the Town's Multi-Year Accessibility Plan.

CONCLUSION

Application to the Enabling Accessibility Fund, which opened last week, increases the likelihood that an important part of the future renovation of the Children's Department will be funded.

CONSULTATIONS

Senior Management Team

ATTACHMENTS

N/A

REPORT TO COUNCIL

Meeting Date: 20/09/2022

Report Number: 2022-PW-016

Presented by: Stephane Fortin

Department: Public Works

REPORT TITLE

Parking By-Law Amendment - Increase to “No Parking” Zone, Government Road East at Dunfield Road.

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-PW-016 entitled “**Parking By-Law Amendment - Increase to “No Parking” Zone, Government Road East at Dunfield Road.**” be received;

AND THAT Council approve the proposed amendments to Table K Parking Restrictions and Schedule K-2 Parking Restrictions of By-Law 15-017, as amended;

AND FINALLY THAT an amending by-law be brought forward for three readings on September 20, 2022.

BACKGROUND

The proposed amendment (Attachments 1 and 2) is based on a concern for public safety. Numerous “near misses” have occurred at the intersection of Government Road East and Dunfield Road. This occurs when motorists attempt to turn west (left) from Dunfield Road onto Government Road East. Investigation into the matter determined that a motorist attempting to enter the westbound lane on Government Road East from Dunfield Road frequently has their view of on-coming traffic obstructed when vehicles are parked in the near proximity of the existing “No Parking” sign on the Southwest corner of the intersection of Government Road East and Dunfield Road. The small hill on Government Road East between Allen Ave and Dunfield Rd is a contributing factor.

RATIONALE

Section 9.1 of By-law 15-017 stipulates that “No person shall park, stand or stop a vehicle or permit a vehicle to remain parked, standing or stopped on any highway within 9.0

metres (29.5 feet) of an intersection;”. While this restriction is sufficient in most cases, it is not enough at the intersection in question.

When vehicles are parking along Government Road East (at the Southwest corner of Government Road East and Dunfield Road), vehicles on Dunfield Road that are attempting to enter the westbound flow of traffic on Government Road are forced to “creep” forward onto the roadway to see around the parked vehicles. There is a major risk of head-on collisions. Increasing the “No Parking” zone there from it current 9 meters to 33 meters will increase visibility when turning left from Dunfield Road onto Government Road East.



OTHER ALTERNATIVES CONSIDERED

A lesser increase than 33 meters could be considered but it may still pose problems due to the small hill referenced above.

FINANCIAL CONSIDERATIONS

Very low cost to move the sign to its new location.

RELATIONSHIP TO STRATEGIC PRIORITIES

Strategic Priority: Transparency

Goal: Provide Outstanding Service

Objective: Improving Health and Safety for Staff & the Public

ACCESSIBILITY CONSIDERATIONS

N/A

CONSULTATIONS

Planning Administrator

By-Law Officer

Road Supervisor

Senior Management Team

ATTACHMENTS

Attachment 1 – Proposed Amendment to Table K Parking Restrictions

Attachment 2 – Proposed Amendment to Schedule K-2 Parking Restrictions

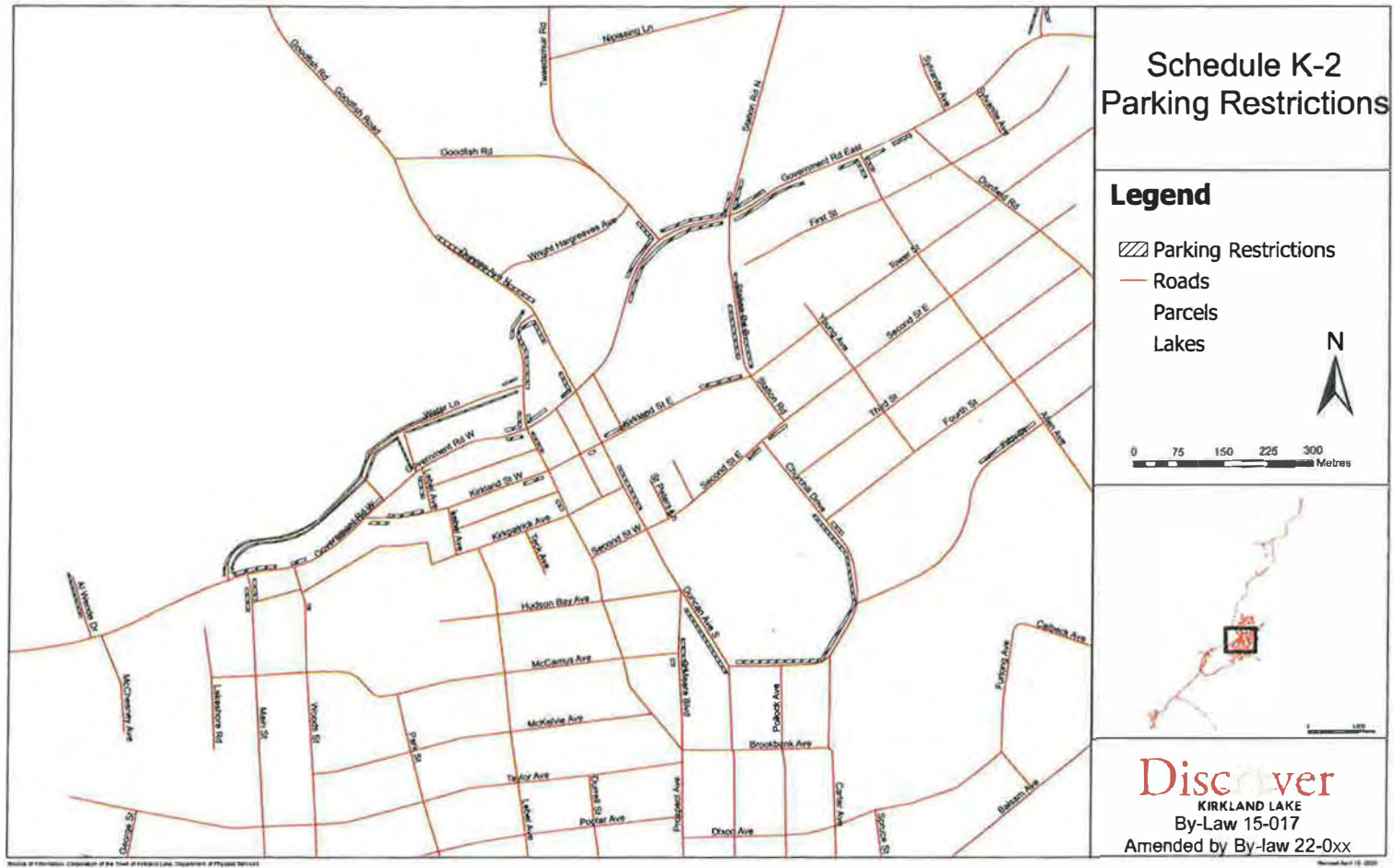
By-Law 15-017
Amended by By-law 18-109
Amended by By-law 19-021
Amended by By-law 19-029
Amended by By-law 19-119
Amended by By-law 20-012
Amended by By-law 20-024
Amended by By-law 20-036
Amended by By-law 20-040
Amended by By-law 22-XXX

Table K - Parking Restrictions

Identification Number	Location	From	To	Road Side	Time Period
1	Al Wende	Front Entrance to Mall	Rear entrance to Mall	West	No parking between Nov. 1 st and April 15 th
2	Allen Avenue	Government Road East	South to laneway	West	No parking at any time
3	Allen Avenue	Government Road East	20 metres South	East	No parking at any time
4	Burnside Drive	Government Road East	Railway tracks	East	No parking at any time
5	Burnside Drive	Government Road East	Railway tracks	West	No parking at any time
6	Churchill Drive	Fourth Street	26m South	East	No parking at any time
7	Churchill Drive	Entrance to Assomption School on Churchill Drive	Carter Avenue	West	No parking at any time
8	Churchill Drive	Carter Avenue	Duncan Avenue South	North	No parking Monday to Friday 8:00am to 4:30pm
9	Duncan Avenue	Government Road	33 metres North	West	No parking at any time
10	Duncan Avenue	Prospect and Duncan Intersection (4 Duncan S)	Wright-Hargreaves Avenue	East	No parking at any time
11	Duncan Avenue	Prospect and Duncan Intersection	South boudary of 9 Duncan S	West	No parking at any time
12	Duncan Avenue North	44 Duncan Ave North	36 Duncan Ave N	East	No parking at any time
13	Duncan Avenue North	Wright Hargreaves Avenue	North of Police Station	North East	No parking at anytime
14	Duncan Avenue South	O'Meara Boulevard	Churchill Drive	West	No parking between 8:00am and 9:00am AND between 3:00pm and 4:00pm
15	Fifth Street	Allan Avenue	74 Fifth St	North	No parking at any time
16	Foss Lane	Federal Street	Wishman St	Both	No parking at any time
17	Foss Lane	Grierson Road	Federal St	Both	No parking at any time
18	Government Road East	Station Road	Entrance of KL Inn	North	No parking at any time
19	Government Road East	Station Road	61 Government Road East	South	No parking at any time
20	Government Road East	Entrance to post office parking	Station Road	South	No parking at any time
21	Government Road East	Station Road	Tweedsmuir Road	North	No parking at any time

Identification Number	Location	From	To	Road Side	Time Period
22	Government Road East	Tweedsmuir Road	14 Government Road East	North	No parking at any time
23	Government Road East	Allan Avenue	middle of 71 Government Road E	South	No parking at any time
24	Government Road East	Allan Avenue	30 Metres East (middle of lot at 83 Government Road E)	South	No parking at any time
26	Government Road East	Dunfield Road	33 metres West of Dunfield Road	South	No parking at any time
26	Government Road West	Duncan Avenue	West end of 2 Government Road	North	No parking at any time
27	Government Road West	Prospect Avenue	Stairs in front of 6 Gov't Rd W	North	No parking at any time
28	Government Road West	Lasalle Theatre (98 Government Road West)	East to 90 Government Road W	North	No parking at any time
29	Government Road West	80 Government Road West	60 Government Rd W	North	No parking at any time
30	Government Road West	Prospect Avenue	Government Road W (Suykens Denture)	North	No parking at any time
31	Government Road West	Water Lane	102 Government Road West	North	No parking at any time
32	Government Road West	Prospect Avenue	25 metres West	South	No parking at any time
33	Kirkland Street East	Station Road	14 Kirkland Street (Union Gas)	North	No parking at any time
34	Kirkland Street East	Light post in front of Library Entrance	Accessible parking space	North	No parking at any time
35	Kirkland Street East	Duncan Avenue South	Library Entrance	North	No parking at any time
36	Kirkland Street West	Government Road West	Lebel Avenue	North	No parking at any time
37	Kirkland Street West	Town Hall	Duncan Avenue	South	Town Hall Business only, between 8am and 7pm
38	Kirkland Street West	Government Road West	Laneway between 55 and 57 Kirkland St W	South	No parking at any time
39	Kirkland Street West	19 Kirkland Street West	Prospect Avenue	South	No parking at any time
40	Lebel Avenue	Government Road West	40 metres South	West	No parking at any time
41	Lebel Avenue	Kirkland Street West	Laneway beside 39 Kirkland Street (Holy Name Church)	East	No parking at any time
42	Main Street	Government Road West	Laneway behind 93 Government Road W	East	No parking at any time
43	Main Street	Government Road West	49 metres South	West	No parking at any time
44	Market Street	Water Lane	Government Road West	West	No parking between Nov. 1 st and April 15 th

Identification Number	Location	From	To	Road Side	Time Period
45	O'Meara Boulevard	9 metres South of Fire Department	12 metres North of Fire Department	East	No parking at any time
46	O'Meara Boulevard	McCamus Avenue	12 Metres South	West	No parking at any time
47	Prospect Avenue	Government Road West	South 39 metres (NW corner of municipal parking lot)	East	No parking at any time
48	Prospect Avenue	39 Prospect Avenue	Kirkpatrick Avenue	West	No parking at any time
49	Prospect Avenue	Corner of Prospect Ave and Government Road West	13 metres North	East	No parking at any time
50	Prospect Avenue	Water Lane	Duncan Avenue	East	No parking at any time
51	Prospect Avenue	Rear parking lot of Family Health Team/Entrance to old Commodore	Duncan Avenue	West	No parking at any time
52	Prospect Avenue	Government Road West	25 metres north/accessable parking space	West	No parking at any time
53	Second Street	St. Peter's Lane	1 Hospital Green	North	No parking at any time
54	Second Street	Churchill Drive	41 Second Street	South	No parking at any time
55	Second Street	Churchill Drive	25 metres West	South	No parking at any time
56	Station Road South	Tower Street	Laneway North of 40 Tower St.	East	No parking at any time
57	Station Road South	Kirkland Street East	47 metres north, beside central school entrance	West	No parking at any time
58	Station Road North	Government Road East	45 metres North	East	No parking at any time
59	Station Road North	Government Road East	35 metres North	West	No parking at any time
60	Tweedsmuir Road	Government Road East	35 metres North	West	No parking at any time
61	Water Lane	Market Street	Prospect Avenue	South	No parking at any time
62	Water Lane	Government Road West	22 Water Lane	North	No parking at any time
63	Water Lane	Market Street	Government Road West	South	No parking at any time
64	Water Lane	Prospect Avenue	25 Metres West	North	No parking at any time
65	Westinghouse Avenue	Childs Avenue	North side of 12 Childs Avenue	West	No parking at any time
66	Woods Street	South of 8 Woods Street (White Eagle)	North of 8 Woods Street	East	No parking at any time
67	Woods Street	Poplar Avenue	71 Woods Street	West	No parking at any time
68	Woods Street	Queen Street	South end of School parking lot	East	No parking Monday to Friday 8:00am to 4:30pm



REPORT TO COUNCIL

Meeting Date: 20/09/2022

Report Number: 2022-DEV-054

Presented by: Jenna McNaughton

Department: Development Services

REPORT TITLE

Easement Agreement with Hydro One Networks Inc.– Main Street Laneway

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-DEV-054 entitled “**Easement Agreement with Hydro One Networks Inc.– Main Street Laneway**” be received;

AND THAT Council authorize the Mayor and Municipal Clerk to execute an Easement Agreement with Hydro One Networks Inc as identified within the report;

AND FINALLY THAT an Execution By-Law be brought forward for three (3) readings on September 20, 2022.

INTRODUCTION

A request to enter into an Easement Agreement was received from Hydro One Networks Inc. (Hydro One) over a portion of the laneway located north and west of 4 to 14 Main Street.

DISCUSSION

The Easement Agreement was requested in order to place one (1) pole, two (2) anchors and a new underground service within the laneway north and west of 4 Main Street. Municipal staff met with Hydro One on site back in July to determine a location suitable for both parties. Hydro One has now requested to enter into an Easement Agreement with the municipality.

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 and service.

FINANCIAL CONSIDERATIONS

There is a consideration of \$2,750.00 associated with the Easement.

ALIGNMENT TO STRATEGIC PRIORITIES

Transparency – Provide Outstanding Service – Implement Sustainable Service Delivery

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

Council should authorize the execution of an easement agreement with Hydro One, over a portion of the laneway north and west of 4 Main Street.

CONSULTATIONS

Roads Foreman

Chief Administrative Officer

ATTACHMENTS

Attachment 1 – Proposed Easement Agreement

**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 STREETS & LANES SEC M98TIM; LANE PL M98TIM TECK SRO ADJACENT TO LT 311 TO 319 PL M98TIM; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING and PCL 11816 SEC CST; FIRSTLY: PT LT 246 PL M98TIM TECK SRO IT IS UNDERSTOOD AND AGREED THAT ALL MINES, VEINS, SEAMS AND BEDS OF COAL, IRON, COBALT, GOLD, SILVER AND OTHER MINERALS WHATSOEVER ALREADY FOUND OR WHICH MAY HEREAFTER BE FOUND IN, ON OR UNDER THE SAID LAND THEREBY TRANSFERRED OR INTENDED SO TO BE, HAVE BEEN RESERVED TO THE OWNERS OF THE MINES AND MINERALS, TOGETHER WITH FULL LIBERTY AT ALL TIMES TO PROSPECT FOR MINERALS AND TO CARRY ON MINING OPERATIONS AND TO TO WORKS AND TO CARRY AWAY THE SAID MINES AND MINERALS, PROVIDED THAT ALL PROSPECTING OR MINING OPERATIONS WHICH MAY BE CONDUCTED ON OR UNDER THE SAID LANDS SHALL BE SUBJECT TO THE OBLIGATIONS OF PARTIES ACTUALLY CONDUCTING WORK OR CARRYING ON OPERATIONS IN, OR UNDER THE SAID LANDS WHETHER AS OWNERS, LESSEES OR OTHERWISE, TO CONDUCT SUCH PROSPECTING WORK AND MINING OPERATIONS IN SUCH A WAY AS SHALL NOT WITHOUT COMPENSATION, INTERFERE WITH ANY BUILDINGS OR OTHER ERECTIONS WHICH ARE NOW OR MAY HEREAFTER BE ERECTED ON SAID LAND; PT 1 54R2693; SECONDLY: PT LT 247 PL M98TIM TECK SRO PT 2, 3 & 4 54R2693 S/T LT59431, LT67935; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING as in PIN 61404-0203 (LT) and 61404-0029 (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:

1. (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 **Two Thousand and Seven Hundred Fifty Dollars (\$2750.00)** 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 **2 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, permittees, 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.
 9. 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:	Jenna McNaughton-Property Administrator	Lorraine Shaw
Address:	1 Dunfield Rd, Kirkland Lake ON, P2N 3P4	185 Clegg Road Markham, ON L6G 1B7
Phone:	(705) 567-9365 ext. 343	416-557-1764
Email:	jenna.mcnaughton@tkl.ca	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: **The Corporation of The Town of Kirkland Lake**

Business Address: **1 Dunfield Rd, Kirkland Lake ON, P2N 3P4**

Business Telephone #:(**705**) **567-9365**

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

15. Independent Legal Advice and Legal Representation Acknowledged

Transferor Initials

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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:

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

Transferor Initials

(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.

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(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:

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

(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

Transferor Initials

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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 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.

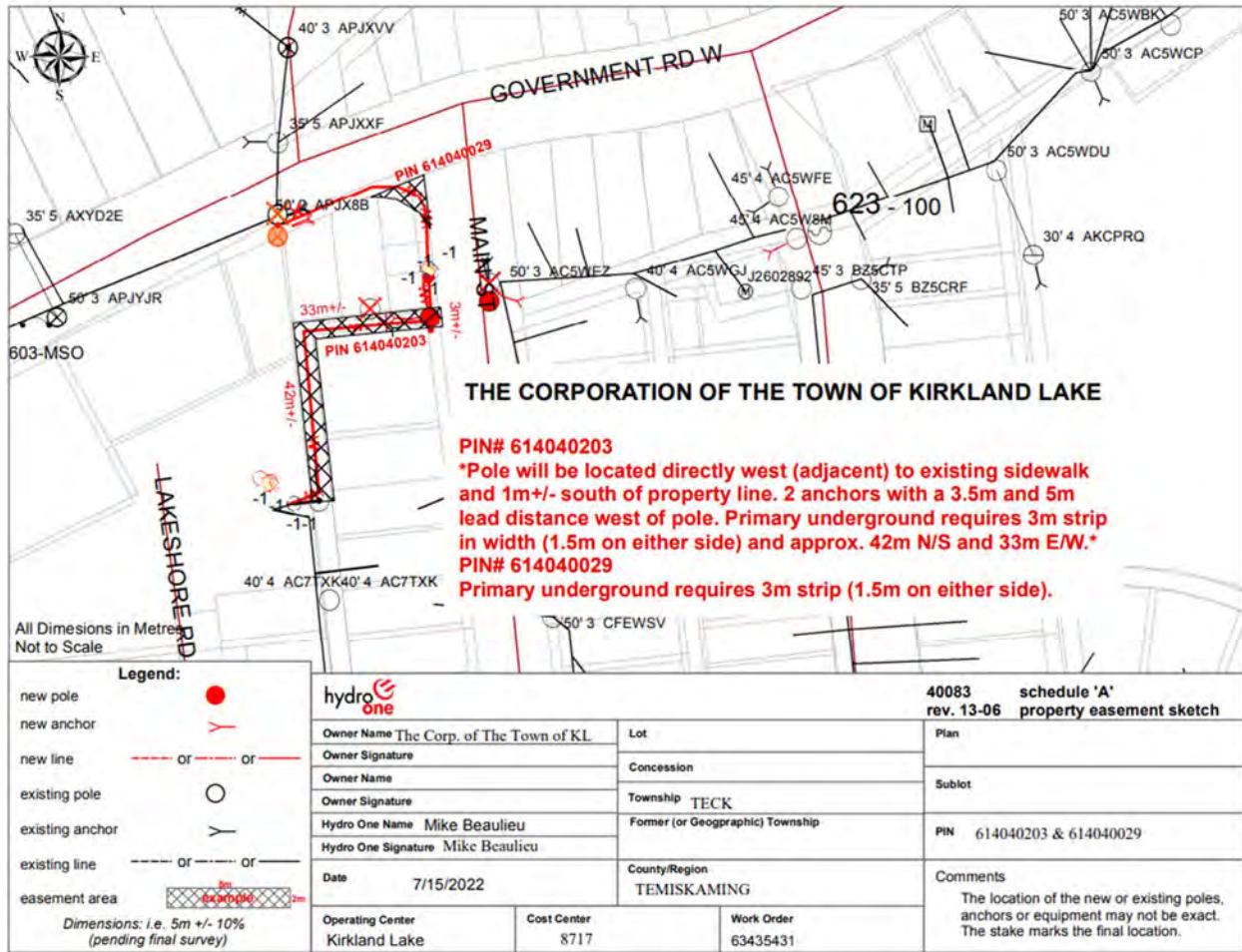
Per: _____

Name:

Title:

I have authority to bind the Corporation.

SCHEDULE "A"



SCHEDULE “B”

INTEREST / ESTATE TRANSFERRED – EASEMENT IN GROSS

1. We, The Corporation of The Town of Kirkland Lake (the “Transferor”), being the owner(s) of PCL STREETS & LANES SEC M98TIM; LANE PL M98TIM TECK SRO ADJACENT TO LT 311 TO 319 PL M98TIM; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING and PCL 11816 SEC CST; FIRSTLY: PT LT 246 PL M98TIM TECK SRO IT IS UNDERSTOOD AND AGREED THAT ALL MINES, VEINS, SEAMS AND BEDS OF COAL, IRON, COBALT, GOLD, SILVER AND OTHER MINERALS WHATSOEVER ALREADY FOUND OR WHICH MAY HEREAFTER BE FOUND IN, ON OR UNDER THE SAID LAND THEREBY TRANSFERRED OR INTENDED SO TO BE, HAVE BEEN RESERVED TO THE OWNERS OF THE MINES AND MINERALS, TOGETHER WITH FULL LIBERTY AT ALL TIMES TO PROSPECT FOR MINERALS AND TO CARRY ON MINING OPERATIONS AND TO TO WORKS AND TO CARRY AWAY THE SAID MINES AND MINERALS, PROVIDED THAT ALL PROSPECTING OR MINING OPERATIONS WHICH MAY BE CONDUCTED ON OR UNDER THE SAID LANDS SHALL BE SUBJECT TO THE OBLIGATIONS OF PARTIES ACTUALLY CONDUCTING WORK OR CARRYING ON OPERATIONS IN, OR UNDER THE SAID LANDS WHETHER AS OWNERS, LESSEES OR OTHERWISE, TO CONDUCT SUCH PROSPECTING WORK AND MINING OPERATIONS IN SUCH A WAY AS SHALL NOT WITHOUT COMPENSATION, INTERFERE WITH ANY BUILDINGS OR OTHER ERECTIONS WHICH ARE NOW OR MAY HEREAFTER BE ERECTED ON SAID LAND; PT 1 54R2693; SECONDLY: PT LT 247 PL M98TIM TECK SRO PT 2, 3 & 4 54R2693 S/T LT59431, LT67935; KIRKLAND LAKE ; DISTRICT OF TIMISKAMING as in PIN 61404-0203 (LT) and 61404-0029 (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 2 **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, permittees, 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.

REPORT TO COUNCIL

Meeting Date: 20/09/2022

Report Number: 2022-CLK-021

Presented by: Jennifer Montreuil

Department: Corporate Services

REPORT TITLE

Appointments to the Timiskaming District Joint Compliance Audit Committee

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CLK-021 entitled “**Appointments to the Timiskaming District Joint Compliance Audit Committee**” be received;

AND THAT the Council of the Corporation of the Town of Kirkland Lake hereby establish the Timiskaming District Joint Compliance Audit Committee;

AND THAT Council approve the appointment of the following members to the Timiskaming District Joint Compliance Audit Committee for a term to expire on November 14, 2026:

- Alvin Willard
- Robert Norris
- Heather Sandrin
- Chris Wray (Alternate Member)
- Don Studholme (Alternate Member)

INTRODUCTION

The purpose of this Report is to obtain Council approval on the appointments of persons qualified and interested in being appointed to the Timiskaming District Joint Compliance Audit Committee.

DISCUSSION

On December 17, 2009, Bill 212, schedule 21, section 8, *Municipal Election Act*, 1996 (MEA) reform was proclaimed. The amendments to the MEA came into effect on January 1, 2010.

Bill 212 requires that each council or local board now establish a Compliance Audit Committee made up of citizens. The Compliance Audit Committee is to be established before October 1, 2022 and is not to include employees, officers of a municipality or members of the council or local board, or persons who are a candidate in the election and/or by-election for which the committee is established.

As per the MEA, the TDCAC must have at least 3 members and can have up to a maximum of 7 members and serves for a four-year term. The Terms of Reference previously approved by all the membership municipalities identified that the local makeup of the TDCAC would have the mandatory 3 voting members and 2 alternates should there be a vacancy or a member become unavailable.

The Town of Kirkland Lake is only responsible for compliance audit applications directly relating to the positions of Mayor and Councillor who were certified by the Municipal Clerk/Returning Officer of the Town of Kirkland Lake or any other candidate for a by-election.

Where an application is brought forward in a municipality, the Clerk or designate of that municipality acts as an Officer/Secretary to the TDCAC.

At its Regular Meeting held on February 15, 2022, Council for the Town of Kirkland Lake appointed a Compliance Audit Committee in accordance with the *Municipal Elections Act*, authorized the Municipal Clerk to solicit interest from municipalities in the Temiskaming Region to collaborate in a joint Compliance Audit Committee, and directed and authorized the call for interest for citizen appointments to the Compliance Audit Committee.

At its Regular Meeting held on June 7, 2022, Council for the Town of Kirkland Lake approved the Timiskaming District Joint Compliance Audit Committee Terms of Reference.

The member municipalities placed a call for interest at the end of June 2022 and extended it 5 times throughout the period ending on Friday, September 9, 2022.

As the number of applications for interest generated less than the statutory requirement of voting members in the initial and 5 consecutive extended calls, administration from various member municipalities worked diligently to accumulate the interest of three additional applicants which were all received by Friday, September 16, 2022.

Despite the cut-off date supplied in the call for the interest, the TDCAC Clerks agree that all applicants qualify, and those candidates should be considered by the member municipalities' respective Councils for appointment.

A working group comprised of the Clerks/Deputy Clerks of the Townships of Hilliard, Evanturel and James, and Town of Kirkland Lake reviewed applications on Friday, September 16, 2022. As per their review, the following appointments are being proposed:

- Alvin Willard
- Heather Sandrin
- Robert Norris
- Chris Wray (Alternate Member)
- Don Studholme (Alternate Member)

It should be noted that the above-noted applicants recommended as alternate members were contacted post-evaluation and have no issue being appointed as such.

The TDCAC Clerks are finalizing their Administrative Procedures and will be providing training to the members of the TDCAC sometime after the Committee takes effect being November 15, 2022.

OTHER ALTERNATIVES CONSIDERED

N/A

Not appointing members to the TDCAC would render the municipality in contravention of the statutory requirements of the *Municipal Elections Act*. This is not recommended.

FINANCIAL CONSIDERATIONS

Should an application be brought forward for compliance audit affecting the Town of Kirkland Lake, the Clerk had identified dollars within the Town's approved 2022 Operating Budget. The likelihood of receiving an application is minimal, however, the Clerk will be planning to propose dollars in 2023 as filing deadlines extend well within the first quarter.

As the TDCAC could be called upon for compliance audits of any by-election within the term ending in 2026, the Clerk will be planning to budget funds in future budget submissions to ensure financial accountability and compliance with the *Municipal Elections Act* and the TDCAC's Terms of Reference.

ALIGNMENT TO STRATEGIC PRIORITIES

N/A

The TDCAC is a legislated committee for purposes of accountability and compliance with the *Municipal Elections Act*.

ACCESSIBILITY CONSIDERATIONS

N/A

CONCLUSION

The Timiskaming District Compliance Audit Committee (TDCAC) member municipalities request from their respective councils to appoint the recommended applicants to the TDCAC prior to October 1, 2022 in order to comply with matters provided for in Sections 88.33, 88.34, 88.35, and 88.36 of the *Municipal Elections Act*.

CONSULTATIONS

All Clerks of the Timiskaming District member municipalities

Timiskaming District TDCAC Working Group

Policy Advisors - Ministry of Municipal Affairs and Housing

ATTACHMENTS

Attachment 1 - Timiskaming District Joint Compliance Audit Committee Approved Terms of Reference

TIMISKAMING DISTRICT JOINT COMPLIANCE AUDIT COMMITTEE

Terms of Reference (2022-2026)

Committee Mandate

The Timiskaming District Joint Compliance Audit Committee (hereinafter referred to as "TDCAC" or "Committee"), for the 2022-2026 Term of Council has full delegation of the authority under sections 88.33, 88.34, 88.35, 88.36 and 88.37 of the *Municipal Elections Act*, 1996 (hereinafter referred to as "MEA"), to receive and make decisions on applications for compliance audits of candidates' and registered third party advertisers' 2022 municipal election campaign finances and any by-election campaign finances during the 2022 - 2026 Council term. The TDCAC is also responsible for reviewing reports submitted to the TDCAC by the Clerk with respect to any contributor who appears to have contravened any of the contribution limits to a candidates' or registered third party election campaign.

Scope of Responsibilities

The powers and functions of the TDCAC are set out in sections 88.33 to 88.37 of the MEA and are generally described as follows:

1. Within 30 days of receipt of an application requesting a compliance audit, the Committee shall consider the compliance audit application and decide whether it should be granted or rejected, with brief written reasons for the decision;
2. If the application is granted, the Committee shall appoint an auditor to conduct a compliance audit of the candidate's election campaign finances or the campaign finances of the registered third party;
3. The Committee will review the auditor's report within 30 days of receipt and shall decide whether legal proceedings should be commenced, with brief written reasons for the decision; and
4. Within 30 days after receipt of a report from any member municipality's Clerk of any apparent contribution in excess of the contribution limits to a candidate or registered third party, the Committee shall consider the Clerk's report and decide whether legal proceedings should be commenced, with brief written reasons for the decision.

The TDCAC is responsible for addressing any candidate's or registered third party advertisers' compliance audit applications or any candidate's or registered third party

advertiser's contribution limits Clerk Reports originating from any of the following member municipalities during the 2022 to 2026 Council term:

Township of **Armstrong**, Township of **Brethour**, Township of **Casey**, Township of **Chamberlain**, Municipality of **Charlton and Dack**, City of **Temiskaming Shores**, Town of **Cobalt**, Township of **Coleman**, Town of **Englehart**, Township of **Evanturel**, Township of **Gauthier**, Township of **Harley**, Township of **Harris**, Township of **Hilliard**, Township of **Hudson**, Township of **James**, Township of **Kerns**, Town of **Kirkland Lake**, Township of **Larder Lake**, Town of **Latchford**, Township of **Matachewan**, Township of **McGarry**, Village of **Thornloe**, and the Municipality of **Temagami**.

Committee Structure

The Committee shall be comprised of three (3) voting members of the public, with the provision for two (2) additional alternate members, all of who are qualified individuals.

Committee members will be appointed by each municipal member Council in accordance with each member municipality's established procedures.

At its first meeting, the Committee shall select and appoint one (1) of its members to act as a Chair and one (1) of its members to act as a Vice Chair for the duration of the Committee's term.

Alternate members will be called upon in the event that one of the three (3) voting members is unable to serve and/or attend meetings during the period of appointment or, if a member resigns from the Committee or is disqualified. Alternate members assume all of the rights and privileges of a voting member, if called upon.

The Clerk, or their designate, of the respective municipality will act as recording secretary and provide administrative support to the Committee.

The Clerk within each member municipality shall establish administrative practices and procedures for the Committee and shall carry out any other duties required under the MEA to implement the Committee's decisions.

Membership Selection Criteria

Members must possess an in-depth knowledge of the campaign financing rules of the MEA, therefore, preference will be given to applicants from the following stakeholder groups:

1. Accounting and audit - accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates; and/or

2. Legal profession with experience in municipal law, municipal election law or administrative law; and/or
3. Academic - college or university professors with expertise in political science or local government administration; and/or
4. Other individuals with demonstrated knowledge of the Municipal Act, 2001 and campaign financing rules of the MEA.
5. Additional skills and experience:
 - a. Proven analytical and decision-making skills; and/or
 - b. Experience working on committees, task forces or similar settings; and/or
 - c. Availability and willingness to attend meetings.

To avoid a conflict of interest, any auditor or accountant appointed to the Committee must not have undertaken an audit or prepared the financial statements of any of the candidates or registered third party involved in the 2022 Municipal Elections for any member municipality.

All applicants will be required to complete an application form outlining their qualifications and experience.

As part of the application process, members must agree that they will not file nomination papers or register as a third party advertiser within any of the member municipalities, work or volunteer for, or contribute to, any candidate or registered third party in any capacity in an election within any of the member municipalities, or provide advice to any candidate running for municipal office or any registered third party within any of the member municipalities.

The Clerk, or their designate, from certain member municipalities will serve on the Selection Working Group for the TDCAC. The Selection Working Group shall meet to review all applications received based upon the membership selection criteria. The Selection Committee shall prepare a list for appointment according to the process approved by the Councils of the member municipalities.

Qualifications

A person is eligible for appointment to the TDCAC who is:

- an individual who is normally resident in Ontario;
- a Canadian citizen, and

- at least 18 years old.

Disqualification

As per Section 88.37 (2) of the MEA:

1. Anyone who has participated as candidates or register third party advertisers in any of the member municipality elections, or who have conducted audits or provided financial advice in respect of such campaigns, would be disqualified from participation on the TDCAC; and
2. Members of council, staff, members of the public elected to serve on any committee of council or local board, and candidates running for office in the 2022 Municipal Election or registered third party advertiser from any member municipality.

Should an appointed member accept employment with any of the member municipalities or register as a candidate or third party advertiser with any of the member municipalities, their appointment will be terminated.

Vacancy

If there is a Committee vacancy resulting from disqualification or otherwise, individuals qualified and interested in appointment shall be sought by using one or more of the following methods; inviting applications by posting a notice, contacting previous Committee members, or reviewing previous Committee applications received. This will be determined by the Clerks of the member municipalities. Once a qualified applicant has been determined, each of the member municipalities shall report to their respective Councils and present an amending By-Law to fill the vacancy.

Meetings

The Committee members will be required to participate in an orientation training session as a condition of the appointment.

The Committee shall meet, as needed. Subsequent meetings of the same matters will be held at the call of the Chair. All time frames established in the MEA and regulations shall be adhered to.

When a member municipality is in receipt of either a compliance audit application or a report of the Clerk, the Clerk of the applicable member municipality shall contact the Committee Members and arrange for a meeting to consider the compliance audit request or report of the Clerk.

Meeting Procedures

Meetings of the Committee shall be conducted in accordance with the Administrative Practices and Procedures for the TDCAC as established by the Clerks of the member municipalities.

Pursuant to the MEA, the meetings of the Committee shall be open to the public, but the Committee may deliberate in private.

The Committee may put in place open meeting requirements and other provisions similar to that of the *Municipal Act*, and any other applicable legislation as required.

The Clerk shall cause reasonable notice of meetings, when required under the MEA, in accordance with the Administrative Practices and Procedures for the MCAC.

The websites of the member municipalities will be utilized to communicate the meeting notices, agendas and minutes, and will be made available in alternate formats upon request.

Committee records shall be kept in accordance with Section 88 of the MEA and the member municipality's most current Record Retention Schedule.

Meeting Location

The TDCAC meetings shall be held in person or via electronic participation, to be determined by the Clerk of the applicable member municipality. The date and location shall also be determined by the respective Clerk.

Reporting and Communication Structure

The TDCAC will report to the respective Council(s), if necessary, subject to the requirements of the MEA.

Governance

Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with Sections 88.33 to 88.37 of the MEA and the Administrative Practices and Procedures for the MCAC.

Term: Members will be appointed no later than October 1, 2022 for the four (4) year term commencing November 15, 2022 to November 14, 2026. If an audit goes beyond the Committee term, the appointment may require an extension.

Costs

In accordance with the MEA, the council or local board, as the case may be, shall pay all costs in relation to the Committee's operation and activities. The municipality from where the compliance audit application or Clerk's report originates shall pay all costs in relation to the Committee's operation and activities regarding that specific request or report, including but not limited to general costs associated with the Committee, costs of any audit that takes place and costs of legal counsel for the Committee.

Conflict of Interest

Members shall abide by the rules outlined within the *Municipal Conflict of Interest Act*, and shall disclose any pecuniary interest to the recording secretary and absent themselves from meetings for the duration of the discussion and voting (if any) with respect to the matter.

Remuneration

Per diem rate of \$150.00 per meeting or training session Mileage: \$0.50 per kilometer.



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-078

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF 60 SECOND STREET TO 2323008 ONTARIO INC.

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

AND WHEREAS By-law 09-064 was in force on the date of the sale or disposition of the property described as M53T LOT 9, PCL 1258CST;

AND WHEREAS the Municipality provided public notice of the Town's intent to sell or dispose of the property on September 6, 2022;

AND WHEREAS the Municipality received an offer to purchase land described as M53T LOT 9, PCL 1258CST;

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 Clerk are hereby authorized to execute all documents related to the sale of land described as M53T LOT 9, PCL 1258CST, to 2323008 Ontario Inc. for \$12,000.00, plus legal costs.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 20th DAY OF SEPTEMBER, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-079

BEING A BY-LAW TO AMEND BY-LAW 15-017 FOR THE REGULATION OF
PARKING FOR THE TOWN OF KIRKLAND LAKE

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;

AND WHEREAS Council deems it expedient to further modify By-Law 15-017 being a by-law for the regulation of parking for the Town of Kirkland Lake to amend no parking areas within 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** Table “K” depicting Parking Restrictions within the Town of Kirkland Lake be hereby deleted and replaced with the updated Schedule “K-2” as attached to this By-Law as Schedule “A”.
- 2 **THAT** Schedule “K-2” depicting Parking Restrictions within the Town of Kirkland Lake be hereby deleted and replaced with the updated Schedule “K” as attached to this By-Law as Schedule “B”.
- 3 **THAT** this By-Law shall come into full force and effect on the date of final passage hereof at which time all By-laws and/or resolutions that are inconsistent with the provisions of this By-Law and the same are hereby repealed or rescinded insofar as it is necessary to give effect to the provisions of this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 20th DAY OF SEPTEMBER, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

By-Law 15-017
 Amended by By-law 18-109
 Amended by By-law 19-021
 Amended by By-law 19-029
 Amended by By-law 19-119
 Amended by By-law 20-012
 Amended by By-law 20-024
 Amended by By-law 20-036
 Amended by By-law 20-040
 Amended by By-law 22-079

Table K - Parking Restrictions

Identification Number	Location	From	To	Road Side	Time Period
1	Al Wende	Front Entrance to Mall	Rear entrance to Mall	West	No parking between Nov. 1 st and April 15 th
2	Allen Avenue	Government Road East	South to laneway	West	No parking at any time
3	Allen Avenue	Government Road East	20 metres South	East	No parking at any time
4	Burnside Drive	Government Road East	Railway tracks	East	No parking at any time
5	Burnside Drive	Government Road East	Railway tracks	West	No parking at any time
6	Churchill Drive	Fourth Street	26m South	East	No parking at any time
7	Churchill Drive	Entrance to Assomption School on Churchill Drive	Carter Avenue	West	No parking at any time
8	Churchill Drive	Carter Avenue	Duncan Avenue South	North	No parking Monday to Friday 8:00am to 4:30pm
9	Duncan Avenue	Government Road	33 metres North	West	No parking at any time
10	Duncan Avenue	Prospect and Duncan Intersection (4 Duncan S)	Wright-Hargreaves Avenue	East	No parking at any time
11	Duncan Avenue	Prospect and Duncan Intersection	South boudary of 9 Duncan S	West	No parking at any time
12	Duncan Avenue North	44 Duncan Ave North	36 Duncan Ave N	East	No parking at any time
13	Duncan Avenue North	Wright Hargreaves Avenue	North of Police Station	North East	No parking at anytime
14	Duncan Avenue South	O'Meara Boulevard	Churchill Drive	West	No parking between 8:00am and 9:00am AND between 3:00pm and 4:00pm
15	Fifth Street	Allan Avenue	74 Fifth St	North	No parking at any time
16	Foss Lane	Federal Street	Wishman St	Both	No parking at any time
17	Foss Lane	Grierson Road	Federal St	Both	No parking at any time
18	Government Road East	Station Road	Entrance of KL Inn	North	No parking at any time
19	Government Road East	Station Road	61 Government Road East	South	No parking at any time
20	Government Road East	Entrance to post office parking	Station Road	South	No parking at any time
21	Government Road East	Station Road	Tweedsmuir Road	North	No parking at any time

Identification Number	Location	From	To	Road Side	Time Period
22	Government Road East	Tweedsmuir Road	14 Government Road East	North	No parking at any time
23	Government Road East	Allan Avenue	middle of 71 Government Road E	South	No parking at any time
24	Government Road East	Allan Avenue	30 Metres East (middle of lot at 83 Government Road E)	South	No parking at any time
26	Government Road East	Dunfield Road	33 metres West of Dunfield Road	South	No parking at any time
26	Government Road West	Duncan Avenue	West end of 2 Government Road	North	No parking at any time
27	Government Road West	Prospect Avenue	Stairs in front of 6 Gov't Rd W	North	No parking at any time
28	Government Road West	Lasalle Theatre (98 Government Road West)	East to 90 Government Road W	North	No parking at any time
29	Government Road West	80 Government Road West	60 Government Rd W	North	No parking at any time
30	Government Road West	Prospect Avenue	Government Road W (Suykens Denture)	North	No parking at any time
31	Government Road West	Water Lane	102 Government Road West	North	No parking at any time
32	Government Road West	Prospect Avenue	25 metres West	South	No parking at any time
33	Kirkland Street East	Station Road	14 Kirkland Street (Union Gas)	North	No parking at any time
34	Kirkland Street East	Light post in front of Library Entrance	Accessible parking space	North	No parking at any time
35	Kirkland Street East	Duncan Avenue South	Library Entrance	North	No parking at any time
36	Kirkland Street West	Government Road West	Lebel Avenue	North	No parking at any time
37	Kirkland Street West	Town Hall	Duncan Avenue	South	Town Hall Business only, between 8am and 7pm
38	Kirkland Street West	Government Road West	Laneway between 55 and 57 Kirkland St W	South	No parking at any time
39	Kirkland Street West	19 Kirkland Street West	Prospect Avenue	South	No parking at any time
40	Lebel Avenue	Government Road West	40 metres South	West	No parking at any time
41	Lebel Avenue	Kirkland Street West	Laneway beside 39 Kirkland Street (Holy Name Church)	East	No parking at any time
42	Main Street	Government Road West	Laneway behind 93 Government Road W	East	No parking at any time
43	Main Street	Government Road West	49 metres South	West	No parking at any time
44	Market Street	Water Lane	Government Road West	West	No parking between Nov. 1 st and April 15 th

Identification Number	Location	From	To	Road Side	Time Period
45	O'Meara Boulevard	9 metres South of Fire Department	12 metres North of Fire Department	East	No parking at any time
46	O'Meara Boulevard	McCamus Avenue	12 Metres South	West	No parking at any time
47	Prospect Avenue	Government Road West	South 39 metres (NW corner of municipal parking lot)	East	No parking at any time
48	Prospect Avenue	39 Prospect Avenue	Kirkpatrick Avenue	West	No parking at any time
49	Prospect Avenue	Corner of Prospect Ave and Government Road West	13 metres North	East	No parking at any time
50	Prospect Avenue	Water Lane	Duncan Avenue	East	No parking at any time
51	Prospect Avenue	Rear parking lot of Family Health Team/Entrance to old Commodore	Duncan Avenue	West	No parking at any time
52	Prospect Avenue	Government Road West	25 metres north/accessable parking space	West	No parking at any time
53	Second Street	St. Peter's Lane	1 Hospital Green	North	No parking at any time
54	Second Street	Churchill Drive	41 Second Street	South	No parking at any time
55	Second Street	Churchill Drive	25 metres West	South	No parking at any time
56	Station Road South	Tower Street	Laneway North of 40 Tower St.	East	No parking at any time
57	Station Road South	Kirkland Street East	47 metres north, beside central school entrance	West	No parking at any time
58	Station Road North	Government Road East	45 metres North	East	No parking at any time
59	Station Road North	Government Road East	35 metres North	West	No parking at any time
60	Tweedsmuir Road	Government Road East	35 metres North	West	No parking at any time
61	Water Lane	Market Street	Prospect Avenue	South	No parking at any time
62	Water Lane	Government Road West	22 Water Lane	North	No parking at any time
63	Water Lane	Market Street	Government Road West	South	No parking at any time
64	Water Lane	Prospect Avenue	25 Metres West	North	No parking at any time
65	Westinghouse Avenue	Childs Avenue	North side of 12 Childs Avenue	West	No parking at any time
66	Woods Street	South of 8 Woods Street (White Eagle)	North of 8 Woods Street	East	No parking at any time
67	Woods Street	Poplar Avenue	71 Woods Street	West	No parking at any time
68	Woods Street	Queen Street	South end of School parking lot	East	No parking Monday to Friday 8:00am to 4:30pm





THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-080

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN EASEMENT AGREEMENT WITH HYDRO ONE NETWORKS INC.

WHEREAS The Corporation of the Town of Kirkland Lake is the owner of the lands legally described as M98T Lane adjacent to Lot 311 to 319;

AND WHEREAS Hydro One Networks Inc. has requested access to the Town owned lands in order to carry out work related to the installation of services;

AND WHEREAS Hydro One Networks Inc. has requested an Easement Agreement with the Town of Kirkland Lake to enter 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 are hereby authorized to execute an Easement Agreement with Hydro One Networks Inc over the Town owned property as outlined in the Easement Agreement, a copy of which is attached hereto and marked as Schedule "A" to this By-Law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 20th DAY OF SEPTEMBER, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

SCHEDULE “A” to BY-LAW 22-080

DRAFT



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-081

BEING A BY-LAW TO ESTABLISH AND APPOINT THE TIMISKAMING DISTRICT JOINT COMPLIANCE AUDIT COMMITTEE

WHEREAS Section 88.37 (1) of the *Municipal Elections Act*, 1996 requires municipalities to appoint Compliance Audit Committees to deal with matters regarding election campaign finances before October 1 of an election year;

AND WHEREAS Section 88.37 (2) of the *Municipal Elections Act* provides that the compliance audit committee shall be composed of not fewer than three and not more than seven members and shall not include employees or officers of the municipality; members of the council; any persons who are candidates in the election for which the committee is established; or any persons who are registered third parties in the municipality in the election for which the committee is established;

AND WHEREAS Section 88.37 (3) of the *Municipal Elections Act* provides that a person who has such qualifications and satisfies such eligibility requirements as may be prescribed is eligible for appointment to the compliance audit committee;

AND WHEREAS Section 88.37 (4) of the *Municipal Elections Act* provides that in appointing persons to the compliance audit committee, the council shall have regard to the prescribed eligibility criteria;

AND WHEREAS Section 88.37 (5) of the *Municipal Elections Act* provides that the term of office of the compliance audit committee is the same as the term of office of the council that takes office following the next regular election, and the term of office of the members of the committee is the same as the term of the committee to which they have been appointed;

AND WHEREAS Section 88.37 (6) of the *Municipal Elections Act* establishes that the Clerk of the municipality shall establish administrative practices and procedures for the compliance audit committee;

AND WHEREAS Section 88.37 (7) of the *Municipal Elections Act* that council shall pay all costs in relation to the compliance audit committee's operation and activities.

AND WHEREAS Sections 88.33, 88.34, 88.35, and 88.36 of the *Municipal Elections Act* provide for the compliance audit of candidates' campaign finances, the review of contributions to candidates, the compliance audit of registered third parties and the review of contributions to registered third parties;

AND WHEREAS the Councils for the Township of Armstrong, Township of Brethour, Township of Casey, Township of Chamberlain, Municipality of Charlton and Dack, City of Temiskaming Shores, Town of Cobalt, Township of Coleman, Town of Englehart, Township of Ewanturel, Township of Gauthier, Township of Harley, Township of Harris, Township of Hilliard, Township of Hudson, Township of James, Township of Kerns, Town of Kirkland Lake, Township of Larder Lake, Town of Latchford, Township of Matachewan, Township of McGarry, Village of Thornloe, and the Municipality of Temagami (hereinafter also referred to as 'member municipalities') have all approved the Terms of Reference for the Timiskaming District Joint Compliance Audit Committee (TDCAC);

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

- 1 **THAT** a committee to be known as the Timiskaming District Joint Compliance Audit Committee is hereby established pursuant to Section 88.37 of the *Municipal Elections Act* and pursuant to the Timiskaming District Joint Compliance Audit Committee’s 2022-2026 Terms of Reference as established by the Town Kirkland Lake, to deal with the matters provided for in Sections 88.33, 88.34, 88.35, and 88.36 of the *Municipal Elections Act*.
- 2 **THAT** the Timiskaming District Joint Compliance Audit Committee shall be comprised of three (3) voting members of the public, with the provision for two (2) additional alternate members, all of who are qualified individuals, as follows:
 - Alvin Willard
 - Robert Norris
 - Heather Sandrin
 - Chris Wray (Alternate Member)
 - Don Studholme (Alternate Member)
- 3 **THAT** the term of the Timiskaming District Joint Compliance Audit Committee shall be for four (4) years commencing November 15, 2022 to November 14, 2026. If an audit goes beyond the Committee term, the Clerk has delegated authority to extend the term, if an extension is required.
- 4 **THAT** the Timiskaming District Joint Compliance Audit Committee is responsible for addressing any candidates' or registered third party advertisers' compliance audit applications or any candidates' or registered third party advertisers' contribution limits Clerk's reports originating from any of the member municipalities during the 2022 to 2026 Council term.
- 5 **THAT** the business of the Timiskaming District Joint Compliance Audit Committee shall be conducted in accordance with the Timiskaming District Joint Compliance Audit Committee 2022- 2026 Terms of Reference, as established by the Town of Kirkland Lake, with delegated authority to the Clerk to amend the said Terms of Reference, and in accordance with the Timiskaming District Joint Compliance Audit Committee 2022-2026 Administrative Practices and Procedures, as established by the Clerk.
- 6 **THAT** the Council for the Town of Kirkland Lake shall pay all costs in relation to the Timiskaming District Joint Compliance Audit Committee’s operation and activities related exclusively to the Town of Kirkland Lake.
- 7 **THAT** this By-law shall come into force and take effect upon the day of passage.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 20th DAY OF SEPTEMBER, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk



**OFFICE OF THE MAYOR
TOWN OF KIRKLAND LAKE, ONTARIO
PROCLAMATION**

NATIONAL DAY FOR TRUTH AND RECONCILIATION

~ September 30, 2022 ~

WHEREAS the Truth and Reconciliation Commission (TRC) released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;

AND WHEREAS the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;

AND WHEREAS all Canadians and all orders of government have a role to play in reconciliation;

AND WHEREAS Recommendation #80 of the TRC called upon the Federal Government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;

AND WHEREAS in 2021, the Federal Government declared September 30th as The National Day for Truth and Reconciliation (National Orange Shirt Day) and as a statutory holiday;

AND WHEREAS September 30th has been reclaimed by survivors as a day to listen to the stories of those affected by the residential school system, to celebrate the inherent value of Indigenous Peoples and their cultures, and to reflect on the ways in which our society must improve in order to better uplift and respect Indigenous Peoples living in Canada;

AND WHEREAS the Town of Kirkland Lake supports taking concrete action towards reconciliation and believes that acknowledging National Day for Truth and Reconciliation as a municipal statutory holiday is an important step in supporting both Indigenous and non-Indigenous peoples' ability to engage with and understand the value of Indigenous history, culture, and tradition;

NOW, THEREFORE, I, Pat Kiely, Mayor of the Town of Kirkland Lake, do hereby proclaim September 30, 2022 as "National Day for Truth and Reconciliation (National Orange Shirt Day)" in the Town of Kirkland Lake.

NATIONAL DAY FOR TRUTH AND RECONCILIATION

In witness whereof I have hereunto set
my hand and caused the seal of the
corporation to be affixed.

Mayor Pat Kiely

Dated this 30th day of September, 2022



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-082

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS
REGULAR MEETING HELD SEPTEMBER 20, 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 20th DAY OF SEPTEMBER, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk