



AGENDA

Regular Council Meeting

Tuesday, October 4, 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 October 4, 2022 be approved as circulated.

3. DECLARATION OF PECUNIARY INTEREST

4. PETITIONS AND DELEGATIONS

- 4.1. **Rescue Commendation - Amy Clarke**
Bonnie Sackrider - Director of Community Services

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

- 5.1. [Minutes - Regular Council - September 20, 2022](#)

RECOMMENDATION:

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

- Minutes of the Regular Meeting of Council held September 20, 2022.

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

- 6.1. Review of the Town of Kirkland Lake's Travel Expense Policy

Shawn LaCarte, Director of Corporate Services

[2022-CORP-006 Travel Expense Policy Report](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-CORP-006 entitled “**Review of the Town of Kirkland Lake’s Travel Expense Policy**” be received;

AND THAT Council rescind CORP2020-024 Travel Expense Policy;

AND THAT Council approve CORP2022-007 Travel Expense Policy;

AND FINALLY THAT CORP2022-007 Travel Expense Policy be inserted the into the Corporate Policy Manual.

- 6.2. Quote Approval for Fitness Park - Part of a FedNor Funded Project

Alan Smith, Chief Administrative Officer

[2022-CAO-007 Quote Approval for Fitness Park - Part of a FedNor Funded Project](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-CAO-007 entitled “**Quote Approval for Fitness Park - Part of a FedNor Funded Project**” be received for information.

- 6.3. 2022/2023 Supply & Delivery of Winter Sand, Mix and Stockpile (Request for Tender 580-22)

Stephane Fortin, Manager of Operations and Engineering

[2022-PW-017 2022 Supply Deliver Winter Sand Mix and Stockpile](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-PW-017 entitled “**2022/2023 Supply & Delivery of Winter Sand, Mix and Stockpile** (Request for Tender 589-22)” be received;

AND THAT Council hereby awards a contract to Don Adshead Trucking Ltd. for RFT-589-22, for the Town’s 2022 Supply & Delivery of Winter Sand, Mix and Stockpile for the tendered amount of \$37,818.00 plus HST;

AND FINALLY THAT an execution by-Law authorizing the Mayor and Municipal Clerk to execute the contract between the Town of Kirkland Lake and Don Adshead Trucking Ltd. be brought forward for three (3) readings on October 24, 2022.

- 6.4. Update on the Museum of Northern History

Bonnie Sackrider, Director of Community Services

[2022-CS-014 Update on the Museum of Northern History](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-CS-014 entitled “**Update on the Museum of Northern History**” be received.

- 6.5. Amendment to User Fees By-Law: Additional Lifeguard Rate Modification

Bonnie Sackrider, Director of Community Services

[2022-CS-015 Amendment to User Fees By-Law - Additional Lifeguard Rate Modification](#)

RECOMMENDATION:

BE IT RESOLVED THAT Report Number 2022-CS-015 entitled “**Amendment to User Fees By-Law - Additional Lifeguard Rate Modification**” be received;

AND THAT Council direct that Schedule ‘A’ to the Town’s User Fees By-Law be amended to modify the Community Services section, specifically the rate associated to additional lifeguard for any pool rental as identified within the report;

AND FINALLY THAT the amending By-Law be brought forward for three (3) readings on October 4, 2022.

7. CONSIDERATIONS OF NOTICES OF MOTIONS

7.1. Councillor Wight - Strong Mayors, *Building Homes Act*

RECOMMENDATION:

WHEREAS the Government of Ontario, through the Minister of Municipal Affairs and Housing, has introduced Bill 3 which is described as "An Act to amend various statutes with respect to special powers and duties of heads of Council";

AND WHEREAS this Bill, now having received Royal Assent, currently only applies to the City of Toronto and City of Ottawa, however, will later be expanded to include other municipalities according to a statement made by the Premier of Ontario at the 2022 AMO Annual Conference;

AND WHEREAS this Bill, when expanded to other municipalities, will give Mayors additional authority and powers, and correspondingly take away authority and powers from Councils and professional staff, and will include giving the Mayor the authority to propose and adopt the Municipal Budget and to veto some decisions of Council;

AND WHEREAS this Bill, when expanded to other municipalities, will give authority over professional staff to the Mayor, including that of the Chief Administrative Officer (CAO);

AND WHEREAS these changes, when expanded to other municipalities, will result in a reduction of independence for professional staff including the CAO, who currently provide objective information to the Council and public and will now take direction from the Mayor alone when the Mayor so directs;

AND WHEREAS these are surprising and unnecessary changes to the historical balance of power between a Mayor and Council, and which historically gave the final say in all matters to the will of the majority of the elected Council.

THEREFORE BE IT RESOLVED THAT the Council for the Town of Kirkland Lake petition the Government of Ontario as follows:

1. **THAT** these changes to the *Municipal Act*, 2001, are unnecessary and will negatively affect the Town of Kirkland Lake;
2. **AND THAT** if the Ontario Government deems these changes necessary in large single-tier municipalities such as Toronto and Ottawa, that such changes should not be implemented in smaller municipalities;

3. **AND THAT** the Ontario Government should enact legislation clarifying the role of Mayor, Council and CAO, similar to those recommended by the Ontario Municipal Administrator's Association (OMAA) and those recommended by Justice Marrocco in the Collingwood judicial inquiry of 2020;
4. **AND THAT** if the stated goal of this legislation is to construct more housing in Ontario that this can be accomplished through other means including amendment of the *Planning Act* and funding of more affordable housing;

AND FINALLY THAT a copy of this resolution be provided to the Premier of Ontario, the Minister of the Ontario Ministry of Municipal Affairs and Housing (MMAH), the MPP for Timiskaming-Cochrane, the Association of Municipalities of Ontario (AMO), and all municipalities in the District of Timiskaming.

7.2. Councillor Shaba - TKL Solar Inc.

RECOMMENDATION:

WHEREAS Council for the Town of Kirkland Lake deem it necessary to receive a formal update on the Town of Kirkland Lake Solar Inc. Project;

THEREFORE BE IT RESOLVED THAT Council for the Town of Kirkland Lake request that an information report including:

- a copy of the fully executed Partnership Agreement;
- a copy of the Town of Kirkland Lake Solar Inc. Articles of Incorporation and By-Laws;
- meeting dates and copies of corresponding meeting minutes of the Town of Kirkland Lake Solar Inc. Board;
- previously presented cash flow projections;
- new cash flow projections;
- any other pertinent information;

AND FINALLY THAT this information report be presented to the new Council at their Regular Meeting scheduled for December 20, 2022.

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

8.1. **By-Law 22-083**

[By-Law 22-083 to Amend Complex User Fees Schedule \(Amends 22-058\)](#)

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 22-083, being a by-law to amend By-Law 22-058 (as amended) to Establish User Fees for the Corporation of the Town of Kirkland Lake (Schedule "A")

8.2. **By-Law 22-084**

[By-Law 22-084 to Authorize the Execution of an Agreement with Don Adshead Trucking Ltd. 2022-2023 Winter Sand](#)

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 22-084, being a by-law to authorize the Mayor and Clerk to execute an Agreement with Don Adshead Trucking Ltd. for the 2022/2023 supply & delivery of winter sand, mix and stockpile.

8.3. **By-Law 22-085**

[By-Law 22-085 to Execute Amending Agreement for Funding Under CCRF with FedNor for Civic Park](#)

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 22-085, being a by-law to authorize the Mayor and Clerk to execute an amending agreement with Federal Development Agency for Northern Ontario (FedNor) for Canada Community Revitalization Program funding for improvements to Civic Park.

8.4. **By-Law 22-086**

[By-Law 22-086 to Provide for Advance Voting & to Provide for Reduced Voting Hours in Institutions & Retirement Homes](#)

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 22-086, being a by-law to provide for Advance Votes to be held prior to Voting Day and to provide for reduced hours of voting in Institutions and Retirement Homes.

9. QUESTIONS FROM COUNCIL TO STAFF

10. NOTICE(S) OF MOTION

11. COUNCILLOR'S REPORTS

11.1. Updates from Members of Council

RECOMMENDATION:

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

12. ADDITIONAL INFORMATION

13. CLOSED SESSION

RECOMMENDATION:

BE IT RESOLVED THAT Council adjourn in-camera pursuant to Section 239(6)(b) of the Municipal Act, 2001 as amended at ____ PM for the following reason:

- Procedural Matter - Approval of September 20, 2022 Closed Session Minutes

14. MATTERS FROM CLOSED SESSION

15. CONFIRMATION BY-LAW

15.1. By-Law 22-087

[By-Law 22-087 Confirming Proceedings - October 4, 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 22-087, being a by-law to confirm the proceedings of Council at its meeting held October 4, 2022.

16. ADJOURNMENT

RECOMMENDATION:

BE IT RESOLVED THAT this Regular Meeting of Council do now adjourn at ____ PM.



MINUTES

Regular Council Meeting

Tuesday, September 20, 2022

4:40 PM

Council Chambers/Zoom

The Regular Council of the Town of Kirkland Lake was called to order on Tuesday, September 20, 2022, at 4:40 PM, in the Council Chambers/Zoom, with the following members present:

Present: Mayor Pat Kiely, Councillor Eugene Ivanov, Councillor Rick Owen, Councillor Casey Owens, Councillor Stacy Wight, and Councillor Lad Shaba

Absent: Councillor Patrick Adams

Staff: Director of Community Services Bonnie Sackrider (4:43 PM – 6:27 PM), Director of Economic Development Wilfred Hass (4:43 PM – 6:27 PM), Municipal Clerk Jennifer Montreuil, Chief Administrative Officer Alan Smith, Manager of Operations and Engineering Stephane Fortin (4:43 PM – 5:55 PM), Acting Executive Assistant to the CAO and Municipal Clerk, Kiara Roy (4:43 PM – 6:27 PM), and Director of Corporate Services Shawn LaCarte (4:43 PM – 6:27 PM).

1. CALL TO ORDER AND MOMENT OF SILENCE

Mayor Kiely called the meeting to order at 4:43 PM and requested a moment of silence.

2. APPROVAL OF THE AGENDA

Moved by: Councillor Casey Owens

Seconded by: Councillor Eugene Ivanov

BE IT RESOLVED THAT the Agenda for the Regular Meeting of Council held on September 20, 2022 be approved as circulated.

CARRIED

3. DECLARATION OF PECUNIARY INTEREST

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

4. PETITIONS AND DELEGATIONS

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

Helen Studholme, Northern College Board of Governors Member

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

BE IT RESOLVED THAT Council receive the delegation re: **Update on Northern College and Upcoming Initiatives** for information.

CARRIED

4.2. Update on Kirkland Lake Solar Inc.

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

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

BE IT RESOLVED THAT Council receive the delegation re: **Update on Kirkland Lake Solar Inc.** for information.

CARRIED

5. ACCEPTANCE OF MINUTES AND RECOMMENDATIONS

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

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

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

CARRIED

6. REPORTS OF MUNICIPAL OFFICERS AND COMMUNICATIONS

6.1. OPP Contract Renewal
Alan Smith, Chief Administrative Officer

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

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

CARRIED

6.2. Request to Purchase Surplus Land at 60 Second Street
Jenna McNaughton, Planning Administrator

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

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

CARRIED

- 6.3.** Enabling Accessibility Grant Application – Teck Centennial Library
Bonnie Sackrider, Director of Community Services
Cheryl Lafreniere, Library CEO

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

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.

CARRIED

- 6.4.** Parking By-Law Amendment - Increase to "No Parking Zone" Government Road East and Dunfield Road
Stephane Fortin, Manager of Operations and Engineering

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

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.

CARRIED

- 6.5.** Easement Agreement with Hydro One - Main Street Laneway
Jenna McNaughton, Planning Administrator

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

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.

CARRIED

**6.6. Appointments to the Timiskaming District Joint Compliance Audit Committee
Jennifer Montreuil, Municipal Clerk**

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

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)

AND FINALLY THAT an appointment by-law be brought forward for three (3)
readings on September 20, 2022.

CARRIED AS AMENDED

7. CONSIDERATIONS OF NOTICES OF MOTIONS

8. INTRODUCTION, READING AND CONSIDERATION OF BY-LAWS

8.1 Moved by: Councillor Stacy Wight
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 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.

CARRIED

8.2 Moved by: Councillor Eugene Ivanov
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 22-079, 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)

CARRIED

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

BE IT RESOLVED THAT the following by-law be read a first, second, and third time, numbered, passed, signed by the Mayor and 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.

CARRIED

- 8.4 Moved by: Councillor Casey Owens
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 22-081, being a by-law to Establish and Appoint the Timiskaming District Joint Compliance Audit Committee.

CARRIED

9. QUESTIONS FROM COUNCIL TO STAFF

10. NOTICE(S) OF MOTION

Councillor Wight - Strong Mayors, *Building Homes Act*

Councillor Shaba - Town of Kirkland Lake Solar Inc. Information Report

11. COUNCILLOR'S REPORTS

11.2. Councillor Wight - 2022 AMO Conference Report

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

Councillor Shaba took the Chair at 6:09 PM; Mayor Kiely resumed as Chair at 6:14 PM.

11.3. Updates from Members of Council

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

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

CARRIED AS AMENDED

12. ADDITIONAL INFORMATION

13. CLOSED SESSION

Council took recess at 6:15 p.m. and resumed the meeting at 6:26 p.m.

Moved by: Councillor Eugene Ivanov

Seconded by: Councillor Stacy Wight

BE IT RESOLVED THAT Council adjourn in-camera pursuant to Section 239(2) of the Municipal Act, 2001 as amended at 6:27 PM for the following reason:

- Items 13.1, being a personal matter about an identifiable individual, including municipal or local board employee, and labour relations or employee negotiations.

CARRIED

Moved by: Councillor Lad Shaba

Seconded by: Councillor Eugene Ivanov

BE IT RESOLVED THAT Council reconvene in open session at 7:04 PM.

CARRIED

14. MATTERS FROM CLOSED SESSION

15. CONFIRMATION BY-LAW

15.1. By-Law 22-082

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 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.

CARRIED

16. ADJOURNMENT

Moved by: Councillor Stacy Wight

Seconded by: Councillor Rick Owen

BE IT RESOLVED THAT this Regular Meeting of Council do now adjourn at 7:04 PM.

CARRIED

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

APPROVED BY COUNCIL ON

DRAFT

REPORT TO COUNCIL

Meeting Date: 04/10/2022

Report Number: 2022-CORP-006

Presented by: Shawn LaCarte

Department: Corporate Services

REPORT TITLE

Review of the Town of Kirkland Lake's Travel Expense Policy

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CORP-006 entitled “**Review of the Town of Kirkland Lake's Travel Expense Policy**” be received;

AND THAT Council rescind CORP2020-024 Travel Expense Policy;

AND THAT Council approve CORP2022-007 Travel Expense Policy;

AND FINALLY THAT CORP2022-007 Travel Expense Policy be inserted the into the Corporate Policy Manual.

BACKGROUND AND RATIONALE

The Town's existing Travel Expense Policy (Attachment 1) was approved by Council on December 7, 2007 and was then reviewed initially in 2020.

Since October 2020, the cost of gas had doubled in price, however, the Town's reimbursement for mileage rate remained at \$0.43 per kilometre. The recommendation is to follow the Federal CRA Mileage Rate to ensure the Town provides Council and the Corporation's employees a fair rate going forward. The rate would be updated every year annually on January 1st to mirror the Federal CRA Mileage Rate on that date. Currently the rate is \$0.61 cents for the first five (5) thousand kilometres and \$0.55 cents for anything above five (5) thousand kilometres.

Food costs have also seen a significant increase over the last 2 years. The existing meal rates of \$10 for breakfast, \$15 for lunch and \$20 for dinner no longer cover current meal expenses. The recommendation is to increase the rates to \$15 for breakfast, \$25 for lunch, and \$35 for dinner.

OTHER ALTERNATIVES CONSIDERED

Alternatively, Council may not accept the proposed changes to the Travel Expense Policy as presented and direct that the existing policy continue to be in effect. This is not the recommended option as it does not keep the Town current with inflation, nor does it allow for fair reimbursement of travel expenditures of Council or the Corporation's employees.

FINANCIAL CONSIDERATIONS

At this time, the directly financial impact to the municipality is variable, however, administration believe that the financial change materialized in adopting the proposed policy change will have minimal impact to the Town's budget overall.

RELATIONSHIP TO STRATEGIC PRIORITIES

Strategic Priority: Efficiency

Goal: Achieve Sustainable Operational Excellence

Objective: Policy Development & Implementation

ACCESSIBILITY CONSIDERATIONS

Not Applicable

CONSULTATIONS

Senior Management Team

ATTACHMENTS

Attachment 1 – Existing CORP2020-024 Travel Expense Policy

Attachment 2 – Proposed CORP2022-007 Travel Expense Policy

POLICY	
Policy Number: CORP2020-024	Date Approved: January 2008
Department: Corporate	Date Reviewed: October 2020
Travel Expense Policy	

1. Policy Statement

Not Applicable

2. Purpose

Not Applicable

3. Scope

The following regulations cover authorized out-of-town travelling expenses for elected and appointed officials and employees of the Corporation.

4. Definitions

Not Applicable

5. Policy & Procedures

Transportation: *(Receipts to be attached)*

- Public Commercial Carrier fare.
- Pullman fare.
- Airport limousine charges.
- Municipal vehicle - fuel and parking charges.
- Personally owned vehicles 43¢ per kilometre return and parking charges.
- Cabs, transit and other forms of transportation for municipal business purposes.

Accommodation: *(Receipts to be attached)*

- Hotel expenses for actual cost of room.

Allowance for Meals and Associated Tips:

If traveling out of town for a 24-hour period (overnight) then the per diem rate is \$90 per day, otherwise, you claim for the meals listed below. For example, if you leave Kirkland Lake at 10:00 a.m. and return by 4:00 p.m. the following day, you would claim \$90 for the 24-hour period (10 a.m. to 10 a.m.) and then would claim an extra \$15.00 for lunch.

If traveling out of town and not staying overnight then the individual be reimbursed at \$10 for breakfast, \$15 for lunch and \$20 for dinner.

If any of the above meetings, etc. take place in Kirkland Lake, actual expenses incurred will be reimbursed upon furnishing receipts.

Other Special Disbursements: (*Receipts to be attached*)

- Convention, etc. registration fees (spouse, if registered).
- Telephone charges for municipal business purposes only (Name, location and purpose to be stated).
- Occasional entertainment of officials of other Municipal, Provincial, or Federal Governments and their Agencies (Name of individuals and titles are to be shown on account).

Accounting For Advances:

Funds advanced for travelling expenses shall be accounted for by the completion of approved forms within two weeks of return to the Municipality. If funds advanced are in excess of the total accounted for, the balance of the monies is to be refunded to the Treasurer. If expenditures accounted for are more than the advances received, a cheque for the balance will be paid by the Treasurer.

6. Summary

Approved by: Council Resolution

Date: December 4, 2007

STATEMENT OF TRAVELLING EXPENSES

Purpose of Trip or Expenditure:	
Location:	
Date:	

		Amount per receipt / per diem		-A- Sub	-B- HST (13%)
Transportation:	\$0.43/km	\$	13%	\$	\$
Accommodation:		\$	13%	\$	\$
Meals & Associated Tips:		\$	13%	\$	\$
Out of town per diem \$90/day		\$		\$	\$
Other Disbursements: (in detail)					
		\$	13%	\$	\$
		\$	13%	\$	\$
		\$	13%	\$	\$

Line A Charge Account	\$
Line B HST (13%)	\$
SUBTOTAL <i>Lines A+B+C</i>	\$

Credit Account (Advance)	AR#
TOTAL OWING TO ME / OWING BY ME	
	\$

I hereby declare that the above amounts were paid by me for Municipal services only.

Name of Claimant

Signature of Claimant

Date

Signature of Dept. Head or Authorized Official

PLEASE ATTACH A COPY OF AGENDA OR MEETING DESCRIPTION

POLICY	
Policy Number: CORP2022-007	Date Approved: January 2008
Department: Corporate	Date Reviewed: October 2022
Travel Expense Policy	

1. **Policy Statement**

This policy safeguards the appropriate use of Municipal funds through the establishment of uniform standards and procedures respecting reimbursement of expenses incurred by Council Members, the Chief Administrative Officer (CAO) and Municipal employees in relation to municipal business.

2. **Purpose**

The purpose of the policy is to ensure that expenses incurred by Town staff and elected/appointed officials are necessary, reasonable and provide best value for the Town of Kirkland Lake.

3. **Scope**

The following regulations covers authorized out-of-town travelling expenses for elected / appointed officials and employees of the Corporation.

4. **Definitions**

Not Applicable

5. **Policy & Procedures**

Transportation

Generally, the mode of transportation which offers the best reasonable value for the Town having considered the safety and convenience of the traveller should be considered.

Receipts are required for the following:

- Public Commercial Carrier fare.
- Pullman fare.
- Airport limousine charges.

- Municipal vehicle - fuel and parking charges.
- Personal vehicle – parking charges. The applicable mileage rate will be determined by the CRA rate as of January 1st of each year. The travel expenses form will be updated with the rate on January 1st of each year.
- Cabs, transit, and other forms of transportation for municipal business purposes.

Travel

Employees may use personal vehicles for out-of-town travel in accordance with Town mileage rates provided that the use of the personal vehicle does not increase the cost to the Town.

Expenses relating to personal vehicles such as maintenance, repairs, insurance premiums (standard and extra), accident deductibles or tickets etc. will not be reimbursed. When using a personal vehicle for Town business the employee must maintain a minimum of \$1,000,000 automobile liability and statutory accident benefits insurance coverage as required un the *Ontario Insurance Act*.

Employees may use Town fleet vehicles for out-of-town travel provided that a vehicle is available, and the traveler is appropriately licensed and has obtained approval from a manager having the authority to grant such approval.

Where it is not feasible to use a fleet vehicle, a vehicle may be rented from a firm providing preferred rates to the Town as negotiated by the Program Manager, Procurement and Risk Management.

The type of vehicle rented should reflect the number of travelers, the normal weather conditions for the time of year, and be defensible under public scrutiny.

Rental vehicles may be acquired at the destination location achieved by air travel where it can be demonstrated that the vehicle rental has a justified business purpose that cannot be met at less expense by utilizing taxis.

In instances where the one-way travel distance exceeds 350 kilometres, air travel may be considered.

Air Travel

Airline selection should be based on best value for the Town of Kirkland Lake and not on the individual traveller's rewards program membership.

Every effort should be made to take advantage of early booking discounts or airline promotional seat sales.

Trips should be planned in a manner that avoids the need for change of flight charges or trip cancellation charges.

In those instances where it is necessary to cancel a flight the traveler is to advise the CAO of the cancellation in writing or by email.

The traveler will advise of the reason for cancellation and the value of the ticket remaining. The cancelled ticket value remains the property of the Town of Kirkland Lake and should be used toward the travelers next required flight.

Bus and Rail

Bus and rail fares incurred as part of Town business will be reimbursed with the provision of valid receipts.

Accommodations/Lodging

Hotel expenses for actual cost of room including any taxes and booking fees

Receipts are to be attached.

The Town of Kirkland Lake recognizes that elected officials and employees traveling away from home on Town business should not suffer a reduction in their living standards. Accommodation should be appropriate for the length of stay and business need. The standard of accommodation must also be sustainable under public scrutiny.

Accommodation should occur at or near the travel destination at which the meeting, conference or professional development is occurring.

Accommodations should be selected based on the best reasonable value for the Town and not the individual travelers reward program.

Every effort should be made to take advantage of government or web based preferred pricing.

Allowance for Meals and Associated Tips:

If traveling out of town for a 24-hour period (overnight) then the per diem rate is \$90 per day, otherwise, you claim for the meals listed below. For example, if you leave Kirkland Lake at 10:00 a.m. and return by 4:00 p.m. the following day, you will claim \$90 for the 24-hour period (10 a.m. to 10 a.m.) and then would claim an extra \$25.00 for lunch.

If traveling out of town and not staying overnight then the individual will be reimbursed at \$15 for breakfast, \$25 for lunch and \$35 for dinner (includes gratuities and HST)

Meal expenses cannot be claimed if meals are prepaid through an accommodation package or included as part of the conference or professional development seminar.

If any of the above meetings, etc. take place in Kirkland Lake, actual expenses incurred will be reimbursed upon furnishing receipts.

Alcohol costs are not reimbursed.

Other Special Disbursements

Receipts are to be attached.

- Convention, etc. registration fees (spouse, if registered).
- Telephone charges for municipal business purposes only (Name, location, and purpose to be stated).
- Occasional entertainment of officials of other Municipal, Provincial, or Federal Governments and their Agencies (Name of individuals and titles are to be shown on account).

Accounting For Advances

Funds advanced for travelling expenses shall be accounted for by the completion of approved forms within two weeks of return to the Municipality. If funds advanced are more than the total accounted for, the balance of the monies is to be refunded to the Treasurer. If expenditures accounted for are more than the advances received, a cheque for the balance will be paid by the Treasurer.

6. Summary

This policy sets out rules and principles for the reimbursement of expenses that ensure fair and reasonable practices and provide an accountability framework that guides the effective oversight of resources.

The Town of Kirkland Lake will reimburse allowable travel, meal and hospitality expenses that support its business, are of an appropriate standard and are supported by proper documentation.

This policy is consistent with the Reasonable per-kilometer allowance established by the Government of Canada issued by the Canada Review Agency.

Expenses in this policy are claimed and reimbursed in Canadian funds only.

STATEMENT OF TRAVELLING EXPENSES

Purpose of Trip or Expenditure:	
Location:	
Date:	

		Amount per receipt / Per diem		-A- Sub	-B- HST (13%)
Transportation:	\$0.61/km	\$	13%	\$	\$
Accommodation:		\$	13%	\$	\$
Meals & Associated Tips:		\$	13%	\$	\$
Out of town per diem \$90/day		\$		\$	\$
Other Disbursements: (in detail)					
		\$	13%	\$	\$
		\$	13%	\$	\$

\$	13%	\$	\$
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Line A Charge Account	\$
Line B HST (13%)	\$
SUBTOTAL <i>Lines A+B+C</i>	\$

Credit Account (Advance)	AR#	
TOTAL OWING TO ME / OWING BY ME		\$

I hereby declare that the above amounts were paid by me for Municipal services only.

Name of Claimant

Signature of Claimant

Date

Signature of Dept. Head or Authorized Official

REPORT TO COUNCIL

Meeting Date: 04/10/2022

Report Number: 2022-CAO-007

Presented by: Alan Smith

Department: Administration/CAO

REPORT TITLE

Quote Approval for Fitness Park - Part of a FedNor Funded Project

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CAO-007 entitled “**Quote Approval for Fitness Park - Part of a FedNor Funded Project**” be received.

INTRODUCTION

One (1) of the six (6) projects approved by FedNor for the Civic Park Upgrade includes an Adult Fitness Park. Utilizing the delegated authority under By-Law 22-019, the Chief Administrative Officer has signed an agreement with ABC Recreation to supply and install the Fitness Park.

DISCUSSION

At the January 11, 2021 Regular Meeting of Council, the Civic Park FedNor Funding Agreement was approved (Attachment 1). One of the projects approved by FEDNOR is a Fitness Park. *Request for Proposal 582-22-RFP Outdoor Adult Fitness Gym Equipment* closed on July 20, 2022 and three (3) submissions were received. As per the Corporation of the Town of Kirkland Lake's Procurement By-Law 15-125, the project was awarded to ABC Recreation who received the highest score being 93/100 for their proposal (Attachment 2) and bid of \$118,859.09 plus HST.

OTHER ALTERNATIVES CONSIDERED

Not Applicable

FINANCIAL CONSIDERATIONS

There are additional financial considerations as the Civic Park Upgrade is an approved 2022 Capital Project.

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priorities: Efficiency, Transparency

Goals: Achieve Sustainable Operational Excellence, Provide Outstanding Service

Objectives: Better Management of Capital Assets, Improved Communication, Sustainable Service Delivery

ACCESSIBILITY CONSIDERATIONS

Not Applicable

CONCLUSION

Using the delegated authority under By-Law 22-019, the Chief Administrative Officer has authorized the approval of the Proposal obtained from ABC Recreation for the outdoor Adult Fitness Gym Equipment.

CONSULTATIONS

Senior Management Team

ATTACHMENTS

Attachment 1 – FedNor Funding Agreement

Attachment 2 – ABC Recreation's Proposal



Government of Canada
Gouvernement du Canada

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

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

Protected B

Project Number: 851-513789

THIS AGREEMENT made as of: December 17, 2021

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the "Agency")
As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

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

WHEREAS in response to an application from the Recipient received July 8, 2021, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

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

Canada

1.0 The Agreement

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

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

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

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

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

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

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

1.4 Date of Acceptance

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

1.5 Duration of Agreement

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

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

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

1.6 Survival

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

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 The Project

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before October 1, 2021 (the "Commencement Date") and is completed on or before December 31, 2022 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 75% of the incurred Eligible & Supported Costs of \$380,000 of the Project outlined in Annex 1, and
- b) \$285,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 19, 2021 or later than the Completion Date.

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

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

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

4.0 Total Canadian Government Funding

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

5.0 Intellectual Property

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

5.2 Copyright

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

6.0 Claims and Payments

6.1 Payment Procedures

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

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

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:

- i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.

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

6.4 Holdback

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

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

6.5 Overpayment or Non-entitlement

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

6.6 Sharing Ratios

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

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

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

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

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

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

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

8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

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

9.0 Announcements, Events and other Communications Activities

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

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

10.0 Official Languages

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

11.0 Indemnification and Limitation of Liability

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;
 - b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or

- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

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

- 11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

12.3 Remedies

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

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

13.0 General

13.1 Canadian Goods and Services

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

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

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:

- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;

- b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

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

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

14.0 Notice

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

14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
Canada Community Revitalization Fund
Northern Ontario Development Program

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

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

Ms. Bonnie Sackrider
Director, Community Services
Corporation of the Town of Kirkland Lake
3 Kirkland Street, P.O. Box 1757
Kirkland Lake ON P2N 3P4

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

Project Number: 851-513789

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the "Agency")

As represented by the Minister of Indigenous Services and
Minister responsible for the Federal Economic Development
Agency for Northern Ontario

Per: **Perreault, Lucie** Digitally signed by Perreault, Lucie
Date: 2021.12.17 08:54:51 -05'00'

Name: Lucie Perreault
Title: Program Director, Federal Economic
Development Agency for Northern Ontario
(FedNor)

Date:

RECIPIENT

Per: *P. KIELY*
Name: *PKIELY*
Title: *MMYUIC*
Date: *Jan 11 2022*

Per: *SRL*
Name: *Sharon La Gata*
Title: *Director of Corporate Services*
Date: *Jan 11. 2022*

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

THE PROJECT - STATEMENT OF WORK

Recipient: Corporation of the Town of Kirkland Lake

Project Number: 851-513789

I. PROJECT SCOPE

- i) Description:
Kirkland Lake is requesting a contribution to revitalize Civic Park.
- ii) Project Location:
Kirkland Lake, ON
- iii) Dates:
 - a) Commencement Date - October 1, 2021
 - b) Completion Date - December 31, 2022
- iv) Key Workplan Activities, Timelines and Milestones:
Project activities will include:
 - Install enhanced lighting to improve security and allow increased daily use of the park and the ball field.
 - Pave the walkway which circles the park, to improve accessibility, provide access to park amenities, and facilitate the safe movement of people during special events.
 - Build a playground for young children.
 - Build a Fitcore obstacle course.
 - Install pickle ball lines and nets.
 - Build a storage building.
- v) Performance Measures and Tracking Plan:
Anticipated outcomes include:
 - Construction related jobs created/maintained.
 - One physical community asset expanded.
 - Two strategic alliances maintained: Kirkland Lake Multicultural Centre and Beaverhouse First Nation.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$285,000
- Supported	\$380,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$95,000
		Other	\$0
Total	\$380,000		\$380,000

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction/Equipment	\$380,000		\$380,000
TOTAL ELIGIBLE COSTS	\$380,000		\$380,000
<u>Ineligible Costs</u>			
Nil			\$0
TOTAL INELIGIBLE COSTS			\$0
TOTAL PROJECT COSTS			\$380,000

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

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

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

II. **PROJECT FUNDING CONDITIONS**i) Variance of any of the Eligible Supported Costs

Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.

- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

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

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

Annex 2

COSTING MEMORANDUM
Canada Community Revitalization Fund

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between April 19, 2021 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 19, 2021 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

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

2.1 Travel Costs - Prime Transportation

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

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

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

2.2 Audit of Project Costs

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

2.3 Contractor/Consultants

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

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

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

2.4 Calculation of Direct Labour Costs

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

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

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

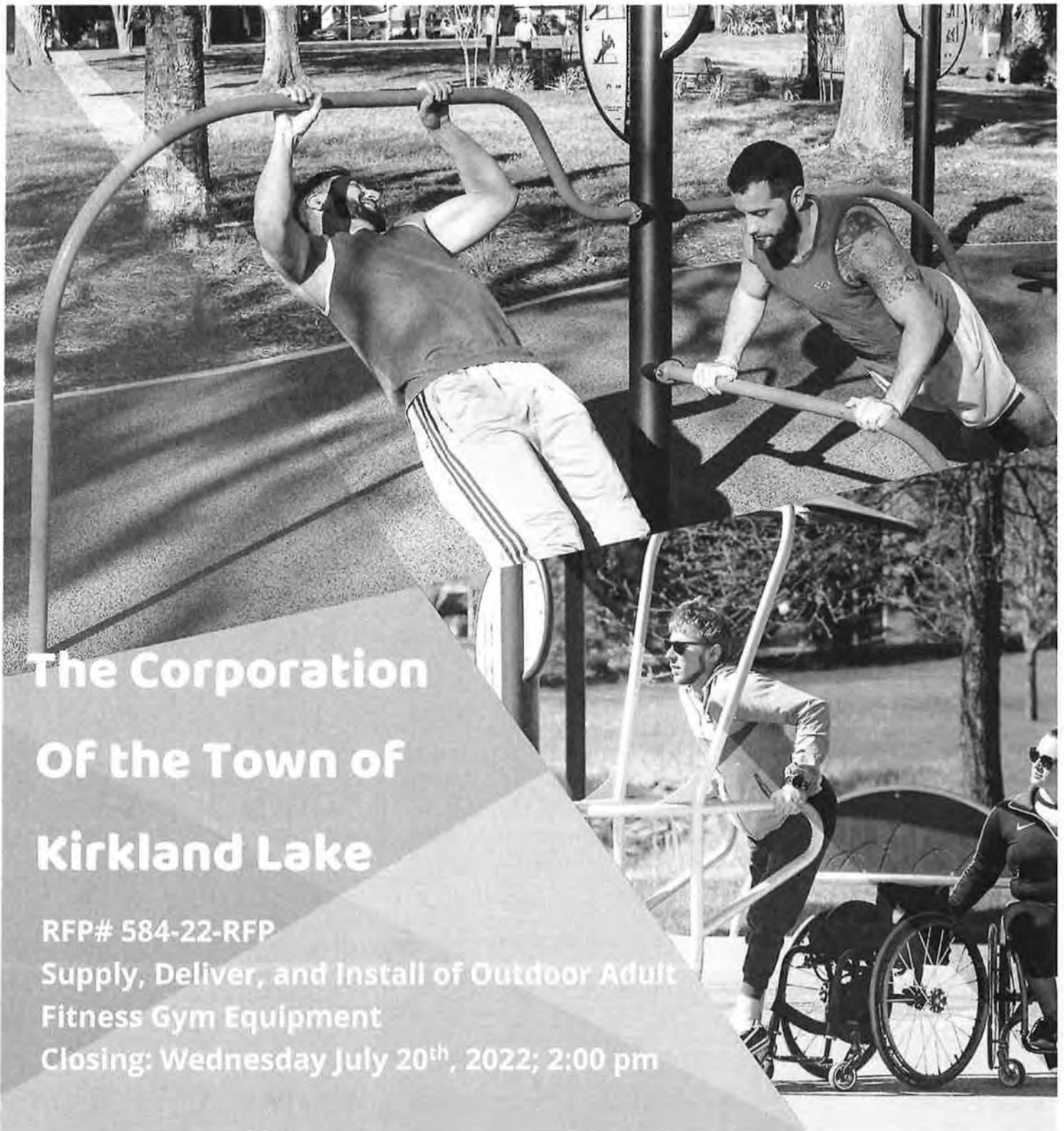
2.5 Harmonized Sales Tax (HST)

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

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

3.0 Ineligible Costs

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



The Corporation Of the Town of Kirkland Lake

RFP# 584-22-RFP

Supply, Deliver, and Install of Outdoor Adult
Fitness Gym Equipment

Closing: Wednesday July 20th, 2022; 2:00 pm

Shelley Wagner

Sales Representative

shelley@abc recreation.com

Office: 800-267-5753 x 262

Cell: 613-366-1933



www.abcrecreation.com info@abcrecreation.com

1-800-267-5753

#WEareALLin

The ABC Recreation Advantage



Unwavering Commitment to Quality & Service

ABC Recreation is a Canadian owned and operated sales and distribution agency that has proudly supported the outdoor recreation field for more than 25 years. Our commitment to providing superior quality products and exemplary customer service has contributed to the long-term satisfaction of our clients and the communities we serve.

Since the beginning, ABC Recreation has remained selective when choosing manufacturers to represent, as these companies play an important role in the "total package" promise we deliver to all clients.



What Sets Us Apart

-  Best quality products in the industry
-  Highest level of customer service and satisfaction
-  Complimentary consultation and design services
-  Highly experienced sales staff
-  Dedicated inside sales support
-  Factory certified installers trained to the CSA Standard by the Canadian Playground Safety Institute
-  Project management team to ensure smooth scheduling and delivery
-  On-staff mechanical and electrical expertise

Turnkey Solution Provider

We employ our own ABC Recreation construction and service crews to better serve our clients by controlling the process and the quality of the finished product.

- Feature & Equipment Installation
- Site Preparation & Excavation
- Site Remediation & Landscaping
- Concrete Pads & Curbing
- Splash Pad Services:
 - Final Commissioning
 - Spring Start-up
 - Fall Winterization
 - Water Optimization
 - Conservation Audits
 - Staff Training

"Over the lifetime of your recreation space, the best quality is always the best value."





Company Profile



About Us

ABC Recreation has been a trusted partner for municipalities, landscape architects, schools, campgrounds and childcare centres across Central and Eastern Canada for more than 25 years. We take great pride in working collaboratively with our clients to enhance outdoor spaces with sustainable and innovative recreation solutions from the industry-leading manufacturers we represent.

Our Reach

ABC Recreation's head office is in Paris, Ontario which is conveniently located in the hub of Southcentral Ontario. Our team of knowledgeable employees includes nine regional representatives and supporting staff who share our sales territory that spans across Ontario, Quebec and all of the Atlantic provinces.

Our Services:



Planning

An experienced ABC Recreation representative will complete a thorough site analysis to understand your vision for the project.



Installation

Our factory-certified crew will complete the installation to the manufacturer's specifications and current CSA standards.



Design

Our in-house designer will prepare 2D and 3D drawings of your custom space incorporating any colour palettes or theming as requested.



Follow-up

Your representative can meet with you on-site for a post-installation assessment and to discuss any additional requirements.



Consultation

Your representative will present the proposal and make any revisions to meet your needs.



Service

Look to our skilled crew as a resource for general maintenance, warranty issues and replacement parts.

Our Partners:



Experience & Qualifications

Our team's corporate competencies are extensive and we support our clients through every step of the process to ensure their expectations are exceeded.



Bill Cox

Principal

- Oversees all corporate activities and contract administration
- 35+ years experience in the parks and recreation industry



Shelley Wagner-Trombley

Regional Representative

- Sales lead overseeing contracts from planning and design through to installation and project completion
- CPSI Trainer with 19 years experience in playground inspections



Nicole Box

Sales Coordinator

- Responsible for all quoting, bid package coordination and contract administration support
- 10+ years experience in sales administration and project coordination



Steve Johnston

Playground Designer

- 20+ years experience in playground design with ABC Recreation
- Accreditation in Barrier Free Play Space Design
- Holds the Playground Safety Inspector Certificate through the CPRA



Denise Hughes

Project Coordinator

- 15+ years experience in sales administration, project coordination, logistics ordering and shipping
- Responsible for scheduling, coordination of installation crew, sub contractors and materials



Darryl Daw

General Construction Manager

- 36 years experience in construction with 11 years installation experience at ABC Recreation
- Certified to the CSA Standard by the Canadian Playground Safety Institute
- Certified Concrete Finisher

Supply, Deliver and Install of Outdoor Adult Fitness Gym Equipment Civic Park, Kirkland lake

It is with great pleasure that we present to you our design using Landscape Structure's FitCore™ Extreme fitness line featuring 8 different components to create a fun and challenging fitness course for those ages 13+. FitCore™ Extreme promotes whole body fitness and agility with options for users of varied fitness and skill levels. This high-quality equipment is engineered and manufactured for durability for high traffic, outdoor use. While the fitness equipment is not included in the CSA Standard because it is outside the age scope, Landscape Structures used the same standards when designing the equipment and the equipment is compliant to the ASTM Fitness Standard ASTM F3101.

FitCore™ Extreme – Ages 13+

- A-Frame Cargo Net
- Quintuple Steps
- Jump Hang
- Angled Overhead Ladder

FitCore™ Extreme – Ages 13+

- High Steps
- Wheel Bridge
- Peg Bridge
- Rope Climb

Design Details:

- This fitness area was designed to provide an "outside the box, ninja warrior / Spartan race" style fitness experience for teenagers and adults alike.
- All 8 components are designed for the 13+ age range.
- Six of out the 8 components will be installed via concrete footers due to the nature of the equipment, required more stability than a stringer system can accommodate. Two components will be installed on stringer.
- Excavation, restoration and drainage stone to be provided by the Town of Kirkland Lake.
- ABC Recreation will be using Fibar Engineered Wood Fibre with a depth of 12 inches as well as Geotech fabric to create a barrier between the drainage stone and the Fibar.

Materials Used:

- **GripX** – This high density polyethylene, UV stable marine-grade material offers a slip-resistant texture that helps with traction and is used on the spiderwalk, jump hang and quintuple steps.
- **Steel-Reinforced Climbing Cables** – made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. They are color stable, abrasion-resistant and extremely durable and vandal resistant. Used on the A-frame cargo net, high step, and jump hang.

- **Galvanized Steel** – All posts are galvanized, then ProShield® finished for the best corrosion resistance, UV stability and gloss retention.
- **Rope Chain** – The rope on the rope climb is a grippy, rubber-wrapped chain that provides a user-friendly climbing surface, allowing younger kids a greater chance of getting to the top of the rope to ring the bell.
- **Rotationally Molded Polyethylene** – The architectural-grade pigments contain no heavy metals and provide long-lasting, UV stable vibrant colors and it is 100% recyclable.

Warranty:

- 100-year comprehensive warranty on PlayBooster and fitness posts, clamps, post caps & stainless steel fasteners
- 15-year warranty against manufacturing defects on ProShield Powder Coating, TenderTuff Coating on decks and hand grips, on Permalene play panels and Poly plastics
- 8-year warranty on climbing cables
- 3-year warranty on all other parts & components

*Full comprehensive warranty can be found in the additional information.

Environmental Footprint:

- Our supplier, Landscape Structures, is ISO 9001 certified and the first playground manufacturer in North America to be ISO 14001 certified.
- All of our FitCore™ Extreme product is 100% made in the USA, no part of our product comes from overseas.
- Fitness Equipment – Ages 13+: Built with 33% recycled content, 19% post-consumer recycled content & 20 trees will be planted to offset the carbon footprint

*Environmental footprint documents per playground option can be found in the additional information

Timeline:

- Due to the late nature of this tender, equipment will likely not ship from Landscape Structures until late fall, which will likely be too late to install in 2022. As a result, I would suggest a spring 2023 install. If ABC Recreation is successful, we would secure a spot in the install schedule for spring right away.

Videos

Below are a few videos to highlight the FitCore™ Extreme equipment in action.

https://www.youtube.com/watch?v=XiXtRG_jNbs

https://www.youtube.com/watch?v=dYi8fg_nCNY

<https://www.youtube.com/watch?v=3jCGX0UZJ0c&t=27s>

Advantages of working with ABC Recreation:

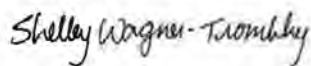
- ✓ 30 years of creating parks & playspaces across Ontario, Quebec and the Maritimes
- ✓ Factory certified installation crew
- ✓ Ability to meet your installation target
- ✓ Dedicated project managers that will ensure all preparation for install goes smooth
- ✓ Excellent post-install customer service. When you work with ABC Recreation, you become a customer for life and your needs will always be of the utmost importance to us.

Maintenance, Parts and Life Expectancy

- One of the advantages of working with ABC Recreation is we will respond to our customers with the same amount of care and attention for replacement parts as we will a new order. Landscape Structures has one of the best warranties in the business and getting replacement warranty parts is a quick and simple process that ABC Recreation will take care of for you.
- Landscape Structures will always have replacement parts for your equipment, no matter how old it is – they guarantee it.
- Due to the exceptional quality of materials used to produce Landscape Structures product, there is very little maintenance required and the longevity can easily exceed 20+ years.

If you have any additional questions, please feel free to reach out. We would welcome the opportunity to discuss our proposal further should any questions arise or clarification be necessary. Thank you again for the opportunity to provide a submission and please let us know if you need additional assistance.

Many thanks,



Shelley Wagner-Trombley
ABC Recreation Ltd.
shelley@abc recreation.com, 613-366-1933

Table of Contents

Schedule "A" Bid Form – Pages 10-15

- Equipment Description
- Declaration
- Non-Collusion Affidavit
- Conflict of Interest Declaration
- AODA Compliance Agreement

- **Schedule "B" References** – Page 16
- **ABC Recreation Quote** – Pages 8-19
- **Site Plan, 3Ds & Inclusive Play Benefits** – Pages 21-31
- **IPEMA Certification & Environmental Information** – Pages 33-34
- **LSI Colour Choices & Warranty** – Pages 36-38
- **Fibar Safety Surfacing Information** – Pages 40-51

(Bidding)

I/We ABC Recresation Ltd. offer to supply the requirements stated within.

The corresponding total cost of \$ 125,143.86 Tax included.

I/We hold the prices valid for 60 (sixty) days from submission date.

The specifications have been read over and agreed to this 18 day of July 2022.

Company Name: ABC Recreation Ltd.

Contact Name (please print): Shelley Wagner-Trombley

Title: Regional Sales Representative

Mailing Address: 65 Curtis Ave. North

Town/City: Paris, ON Postal Code: N3L 3V3

Telephone: 519-442-7900 Fax: 519-442-7378

Cell Phone (if applicable): 613-366-1933

Email: shelley@abc recreation.com

Authorizing Signature:

"I have the authority to bind the company/corporation/partnership"

X KEITH DODD
Signature

Page 3 of 7 to be submitted

Submitted by: ABC Recreation Ltd.

P: 519-442-7900 F: 519-442-7378

shelley@abc recreation.com

613-366-1933

Affirmation of Bidder

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

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

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

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

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

Dated at Paris, ON this 18th day of July 2022.

Signature

X KEITH DADD

Company Name

ABC Recreation Ltd.

Title

Regional Sales Representative

Submitted by: ABC Recreation Ltd.

P: 519-442-7900 F: 519-442-7378

shelley@abc recreation.com

613-366-1933

Page 4 of 7 to be submitted

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

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

Dated at Paris, ON this 18th day of July 2022.Firm Name: ABC Recreation Ltd.Bidder's Authorization Official: Keith DoddTitle: Regional Sales Representative

X KEITH DODD
Signature)

(Accessability for Ontarians with Disabilities Act, 2005 Compliance Agreement)

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

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

Name: Keith Dodd

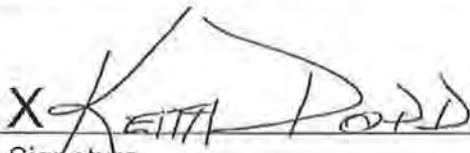
Company Name: ABC Recreation Ltd.

Address: 65 Curtis Ave. North, Paris, ON N3L 3V3

Phone Number: 519-442-7900

☒ I, Keith Dodd, declare that I, or my company, are in full compliance with Section 6 of the Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

☐ I, _____, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serve-ability/splash.html.

X 
Signature

July 18th 2022
Date

Page 6 of 7 to be submitted

Submitted by: ABC Recreation Ltd.

P: 519-442-7900 F: 519-442-7378

shelley@abc recreation.com

613-366-1933

Schedule "B" References

Municipality/Organization: Heart of the Family Childcare Facility
Contact Name: Christina Stephenson
Position: Executive Director Phone: 613-938-2020
Description: ABC completely revamped school age yard, full turn-key project - \$120K
Date: June 2019

Municipality/Organization: City of Kingston
Contact Name: Chanda Sames
Position: Project Manager - Parks Development Phone: 613-546-4291
Description: Supply, Delivery and Installation of Playground Equipment
Date: July 2020

Municipality/Organization: Champlain Township
Contact Name: Lisa Burroughs
Position: Director of Parks and Recreation Phone: 613-678-3003
Description: Installed an accessible playground and rubber surfacing in memory of a child with
Date: July 2017 a severe disability

Municipality/Organization: City of Belleville
Contact Name: Rowland Cave-Browne-Cave
Position: Supervisor of Operational Services Phone: 613-967-0041
Description: Supply, Delivery and install playground along with Fibar Safety Surfacing
Date: September 2016



QUOTATION

Date: Aug 31, 2022
 Quote #: 022Q3864-01
 Project #: 26501

Quoted To: Kim Klockars
 Town of Kirkland Lake
 3 Kirkland St.
 PO Box 1757
 Kirkland Lake, ON P2N 3P4
 CANADA

Phone: 705-567-5215 Ext. 43 x
 Mobile:
 Email: kim.klockars@tkl.ca

Project: Civic Park

We are pleased to submit the following quotation for LSI Playground Equipment

Qty	Model #	Description	Extended Price
1	243908A	Angled Balance Beam Triple	\$3,982.19
1	243870A	Globe Grasp	\$7,255.62
1	244064A	High Step	\$6,783.17
1	243778A	Ledge Hanger	\$20,591.64
1	244062A	Quintuple Steps	\$11,636.73
1	244061A	Spiderwalk	\$21,114.50
1	243019A	Vertical Cargo Net	\$9,093.74
3,150	SYS-113 - ON	Fibar System 100 at 13"/300mm depth, comes with Fibar & FibarFelt, and 15-Yr Warranty	\$8,473.50
1	INST1140	Installation - Playgrounds	\$21,951.00
			Shipping \$7,977.00
			SubTotal \$118,859.09
			HST \$15,451.68
			Total \$134,310.77

This quotation will remain in effect for 30 days unless withdrawn earlier by ABC Recreation Ltd by notice to you.

Estimated Delivery (from Receipt of all Approved Submittals): 14 to 16 Weeks

Conditions for Playground Equipment Installation:

Site Prep/Excavation/Borders: NOT Included Installation: Included Surfacing: NOT Included

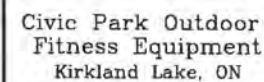
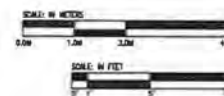
Maintenance Kit: Included with Structures Only.

* GENERAL CONTRACTOR FOR PROJECT TO PROVIDE, or make available, washroom facilities for all trades on site for duration of installation (O.REG. 145/00). Extra charges will be applied if not conformed.

** Client MUST provide most current construction drawings/siteplan PRIOR to ABC Recreation commencing with installation.

ABC Recreation Ltd.

PO Box 397 - Paris, ON - N3L 3T5



ABC RECREATION LTD.
Shelley Wagner-Trombley

THIS PLAY AREA & EQUIPMENT IS
DESIGNED FOR AGES 13+ YEARS

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US PRIOR TO CONSTRUCTION. DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE OF AT LEAST THE HEIGHT OF THE HIGHEST ACCESSIBLE PART/FALL HEIGHT OF THE ADJACENT EQUIPMENT. (REF. CANADIAN STANDARDS ASSOCIATION (CSA) STANDARD CAN/CSA-2614-07, SECTION 10: SURFACING)

INDEPENDENT

DRAWING #:

220711-r1

©COPYRIGHT: 08/04/2022
LANDSCAPE STRUCTURES, INC.

DESIGNED BY: SRJ



601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091





LS
landscape
structures

Civic Park - Outdoor Adult Fitness Equipment

220711-r1 • 09.16.2022

© 2022 Landscape Structures



February 2, 2021

To Whom It May Concern:

Landscape Structures Inc. has been actively involved with ASTM International (formerly American Society for Testing and Materials) in the development and on-going updates to ASTM F1487 (Standard Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All standard products covered under the scope of the Standard in our 2021 Playground Catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487-17 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify product certification, visit www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010, with the exception of Rhapsody Outdoor Musical Instruments. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

If you have any questions, please contact the undersigned.

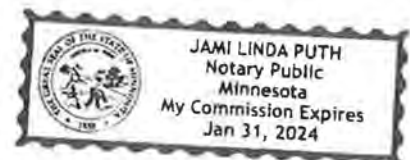
Sincerely,

Tom Fitzpatrick, P.E.
Product Compliance Engineer

Subscribed and sworn before me on this 2nd day of February 2021.

Notary Public

(Notary Stamp)





Outdoor Adult Fitness Gym Equipment

Environmental Statement

Kirkland Lake, ON

July 15, 2022

220711 FREESTANDING PLAY (13+ YEARS)

Since January 2008, Landscape Structures has partnered with American Forests to purchase trees which will offset the CO₂ generated in our manufacturing processes. These trees will not only sequester the CO₂, they help filter water, remove air pollution, provide wildlife habitat and improve our natural environment.



AMERICAN FORESTS

CARBON FOOTPRINT OF LANDSCAPE STRUCTURES PRODUCT:

Tons of CO₂: 6.65
of Trees: 20

Carbon Footprint: A measurement of the effect on the climate in terms of the amount of greenhouse gases produced in the Landscape Structures manufacturing process measured in units of carbon dioxide (CO₂).

RECYCLED CONTENT OF LANDSCAPE STRUCTURES PRODUCT:

Steel	951 lbs.
Aluminum	351 lbs.
Rubber	0 lbs.
Plastic	0 lbs.
Total Recycled Content:	1,302 lbs.
Total Post-Consumer Recycled Content:	752 lbs.
Total Recycled Content (%):	33%
Total Post-Consumer Recycled Content (%):	19%
Total Weight:	3,904 lbs.

Total Recycled Content: Material that has been recovered or diverted from the solid waste stream.

Total Post-Consumer Recycled Content: Material generated by households or commercial, industrial and institutional facilities in their role as end-users. This material can no longer be used for its original intended purposes.

2009 LEED INFORMATION FOR RECYCLED CONTENT:

If you are pursuing LEED certification for your project, please share the following information with your LEED project manager.

Post-Consumer Recycled Weight:	752 lbs.
½ Pre-Consumer Recycled Weight:	½ x 550 lbs.
LEED Recycled Fraction Weight:	1,027 lbs.
LEED Recycled Fraction %:	26%
Total Recycled Content Value:	\$13,813.80

Calculations include standard play products only.

LSI Colour Choices & Warranty Information

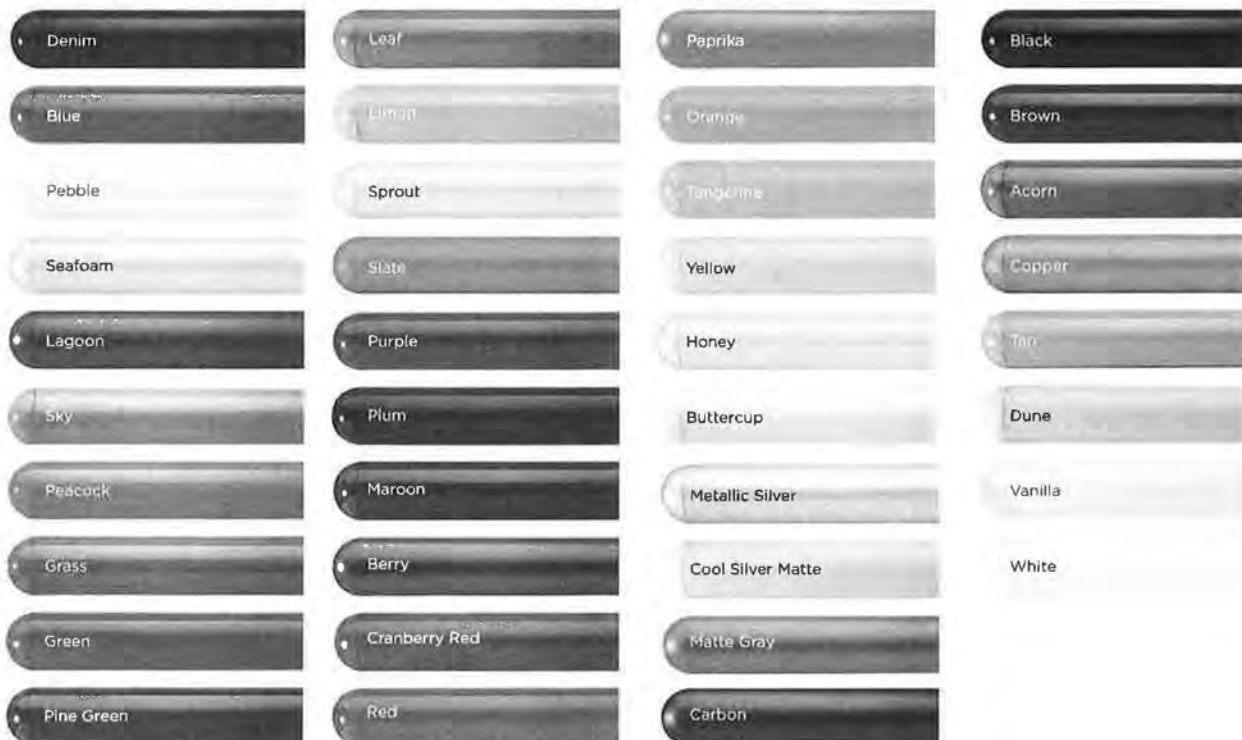
Color Choices

Vivid colors for lively play

ProShield® Colors

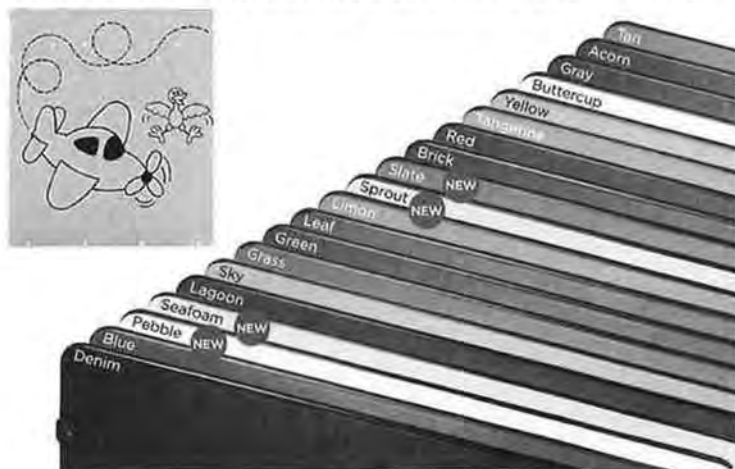
For posts/arches, components and clamps, ProShield® finish combines a specially formulated primer with a high-quality, architectural-grade powdercoat top layer. The result is enhanced longevity, greater protection against UV rays, prevention from corrosion, and improved product performance. Custom colors are available for an additional charge.

Learn more about our Color Inspirations at playlsi.com/color-inspirations



Permalene® Color Panels

Permalene® panels with a recycled core are a smart choice for your playground and the environment. Available in the 20 colors shown, the distinctive black core results from combining and recycling colored plastic—waste that would otherwise end up in landfills.



Polycarbonate Panels

Hedra® product line option. Translucent panel provides visibility into structure as well as light and color play.



Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2022 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc., have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2022





Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





FIBAR Safety Surfacing Information



PLAYGROUND SAFETY SURFACES



Technical Briefing & Buyer Protection Plan

FIBAR SYSTEM 300 SPECIFICATIONS & INSTALLATION • FIBAR SYSTEM 100 SPECIFICATIONS & INSTALLATION
GENERAL INFORMATION • FIBAR SYSTEM COMPONENTS • TESTING RESULTS • WARRANTY



**Fibar Wear Mats and FibarGuard Wheelchair Access Ramps
help ensure compliance with the ADA law. — See page 9**

Part I – General Information

Quality Control, Applicable Testing Certifications and Sustainability

IPEMA Certification (www.ipema.org)

- IPEMA provides a Third-Party Certification Service where an independent laboratory provides written validation of participants' certification of conformance to certain safety standards for their products.
- These certifications include ASTM F1292 and ASTM F2075.
- The Third-Party Certification service has randomly selected and tested the products of the participating company.
- The Third-Party Certification service performs plant and home-office inspections, involving a review of participants' Quality Assurance Program, installation instructions, and compliant follow-up systems.
- The list of IPEMA certified products is maintained exclusively by TUV SUD America Inc.

ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.

- Required in the *Use Zone* for compliance with the Federal Accessibility Law.
- Test results must be for Engineered Wood Fiber and Mats.
- Test results for Engineered Wood Fiber must show G-max values of less than 55G for an 8" thick system or 120G for a 12" system with a 12' drop height, and HIC values less than 1,000.
- Test results for Engineered Wood Fiber must show G-max values of less than 200G for a 12" system with a 14' drop height, and HIC values less than 1,000.
- Test results for mats must show G-max values of less than 200G and HIC values of less than 1,000 for a 3' drop height.

ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

- Required for compliance with the Federal Accessibility Law.
- Test results for Engineered Wood Fiber must show values that pass the requirements of ASTM F1951.

ASTM F2075 Standard Specification for Engineered Wood Fiber for Use as Playground Safety Surface Under and Around Playground Equipment.

- Material must pass sieve analyses as well as other tests for tramp metal particles and hazardous metals as described in Section 9.0. Metal particles in the Engineered Wood Fiber may cause injury if a child falls on them. Unsafe levels of hazardous metals such as lead, arsenic, or cadmium can be harmful to children. Standard wood chips, bark mulch or materials from recycled pallets will not be acceptable.

LEED® Credits

- Products assist in obtaining LEED® (Leadership in Energy and Environmental Design) credits for projects.
- Sustainability Analysis performed by a LEED Green Associate.
- Recycled Content, Regional Materials, and Construction Waste Management, along with others, are available for use in LEED project certification.

Part II – Material Data

Engineered Wood Fiber

- Shredded virgin wood fiber consisting of randomly sized pieces.
 - Must comply with ASTM F2075 sieve size requirements.
 - No recycled pallets.

Finished Depth including compaction:

DEPTH	QUANTITY	PLAYGROUND
8"	38 cubic yards	per 1,000 sq. ft.
9"	42 cubic yards	per 1,000 sq. ft.
10"	46 cubic yards	per 1,000 sq. ft.
11"	48 cubic yards	per 1,000 sq. ft.
12"	50 cubic yards	per 1,000 sq. ft.

Drainage System – Patented under U.S. Patent numbers 4,679,963; 5,026,207 and 5,076,726, and other patents pending.

- **Drain Strip**
 - Drainage strip that channels water away from playground.
 - Minimum flow rate of 10 gpm/ft.
 - Needle-punched 100% non-woven geotextile sleeve encasing a monofilament nylon mesh.
 - Laid out on 6' centers in the direction of the grade.
 - Helps prevent deterioration of Engineered Wood Fiber.
- **Geotextile Fabric**
 - Needle-punched 100% non-woven geotextile fabric that separates the Engineered Wood Fiber from soil below.
 - Material allows water to flow through, and prevents rock and soil contamination of the Engineered Wood Fiber.
 - Designed to cover the sub-grade and drainage strip to ensure proper drainage.
 - Seams should be overlapped 3".

Components/Accessory Items

- **FibarMat Wear Mats (help ensure compliance with Federal Accessibility Law)**
 - Prevent excessive wear under swings and slides.
 - 3' x 3' x 1.5" with beveled edges on all sides.
 - Placed under each swing seat, tire swing, slide exit, and sliding poles.
 - Preferred placement of FibarMat Wear Mats is on top of the Engineered Wood Fiber.
- **Fibar Wheelchair Access Ramp (ensures compliance with Federal Accessibility Law)**
 - Crafted from High-Density Polyethylene.
 - Won't fade, splinter or crack.
 - Wide enough for motorized wheelchairs.
 - Ramp must provide access into and out of play area.
- **FibarGuard Borders**
 - Crafted from High-Density Polyethylene.
 - Won't fade, splinter or crack.
 - Rounded corners prevent injury.
 - Four feet long and 8" or 12" high.





1. ACCESSIBILITY

The Federal Accessibility Law requires all playground surfaces to be ADA accessible. Surfaces must pass ASTM F1292 (impact) and ASTM F1951 (accessibility) to ensure compliance with the Law. It is essential that the surface is installed correctly including FibarMat wear mats and an ADA accessible entryway. The surface must be maintained according to Fibar's Maintenance Instructions.

At accessible entrances onto the playground surface, ensure that the surface material, accessible route or the top of the access ramp is within $\frac{1}{4}$ " of the top of the play area border. An ADA-compliant access ramp into the play area will help reduce maintenance in this area.

Check the performance of the drain system by ensuring that water is flowing from a drain system outflow pipe immediately after rain. Also make sure there is no standing water on the playground surface. It is important to have a functioning drainage system to improve Engineered Wood Fiber life expectancy and resilience of the surfacing.

2. VISUAL INSPECTION

Remove debris—especially stones, broken glass, or other foreign objects. In heavily used public parks, inspect frequently.

3. RAKING

Areas of constant wear and impact should be raked level. Pay particular attention to areas under swings, sliding poles, and at slide exits. When a Fibar System installation is close to a sand pit, the sand may get tracked into the Engineered Wood Fiber surface. This can change the impact attenuation of the Fibar System surface. The surface should be raked clean of debris.

4. FIBARMAT WEAR MATS

To prevent displacement of the Fibar Engineered Wood Fiber in high-use areas, FibarMat wear mats must be installed under all swings, tire swings, slide exits, and all other wear areas, including sliding poles. This will help to ensure compliance with the Federal Accessibility Law. *The preferred method* is to place the mats on top of the Fibar Engineered Wood Fiber. FibarMat wear mats reduce maintenance. If FibarMats were not ordered when you ordered the Fibar System, please call your local representative or contact The Fibar Group, LLC ☎ 800-342-2741 or 914-273-8770 or ✉ info@Fibar.com. Fax: 914-273-8659.



5. WEEDS

On playgrounds that only receive light usage, conditions could occur that might cause sporadic weed growth. In such instances, the situation can easily be remedied by the use of a safe weed killer (call your local Cooperative Extension office) or remove weeds by hand.

6. TOP-OFF

Experience has shown us that installations typically require top-offs after three (3) years of use (in heavily used playgrounds, maybe sooner). The legs of the equipment should have been marked according to the specified depth when originally installed. The marks make it easy to determine when your Fibar surface falls below this level and requires topping off with fresh material. If the equipment was not marked, the surface should be checked at several points by using a longhandled screwdriver marked in inches to determine the actual depth. Top-offs can sometimes be scheduled with other deliveries to minimize the freight cost.



Fibar Engineered Wood Fiber knits together to form a surface that complies with the Federal Accessibility Law.

7. WINTER CONDITIONS

Any retained moisture in your Fibar System surface will freeze when the temperature drops below the freezing mark. Please check your surface in winter weather. **When the surface is frozen, the play area should not be used.**

IF AT ANY TIME YOU ARE CONCERNED ABOUT THE SURFACE AND ITS PERFORMANCE, PLEASE CALL TOLL FREE

☎ 800-342-2721 OR CONTACT 914-273-8770 or

✉ info@Fibar.com. Fax: 914-273-8659.

FibarSystem 300 is our premier playground surfacing product line for all uses including areas with high-to-average rainfall and/or poor drainage. The patented system is composed of Fibar Engineered Wood Fiber, FibarFelt Geotextile, our exclusive FibarDrain drain strips plus FibarMat wear mats. No other recreational surfacing product provides a better combination of accessibility, safety, 25-year warranty, and superior drainage properties at a comparable cost.

SYSTEM	DESCRIPTION	CERTIFIED FALL HT.	USE
Fibar System 312	12" Fibar EWF, FibarFelt Geotextile, Drain Strip	Up to 12'	Playground
Fibar System 310	10" Fibar EWF, FibarFelt Geotextile, Drain Strip	Up to 10'	Playground
Fibar System 308	8" Fibar EWF, FibarFelt Geotextile, Drain Strip	Up to 8'	Playground
Fibar System 306	6" Fibar EWF, FibarFelt Geotextile, Drain Strip	Up to 6'	Jogging track
ALL	FibarMat Wear Mat Minimum 36" x 36" x 1.5" with beveled edges for accessibility	Not Applicable	Playground

Note: Depth measurements are approximate after compaction.

FibarSystem 300 Above-Ground Installation Detail

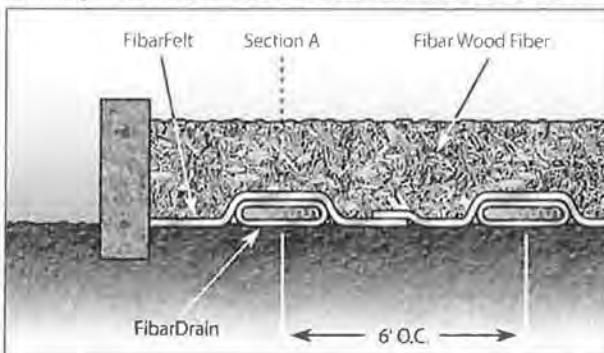


Figure 2

FibarSystem 300 In-Ground Installation Detail

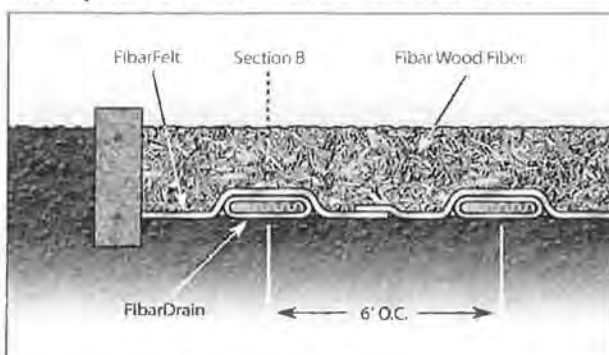


Figure 4

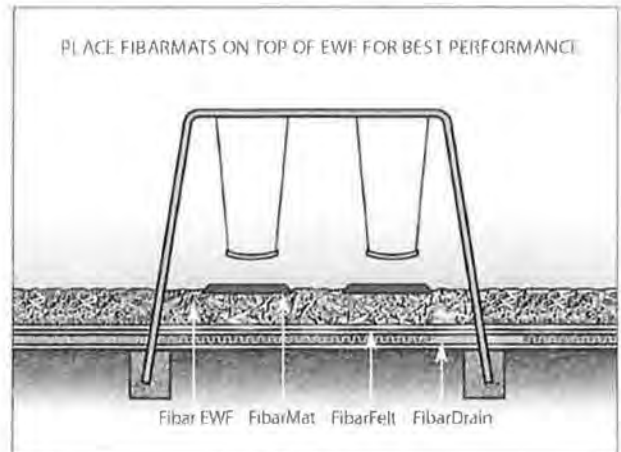


Figure 1

To help comply with the Federal Accessibility Law and to preserve your warranty, FibarMat wear mats must be installed under all swings, tire swings, slide exits, and all other wear areas, including sliding poles.

Section A

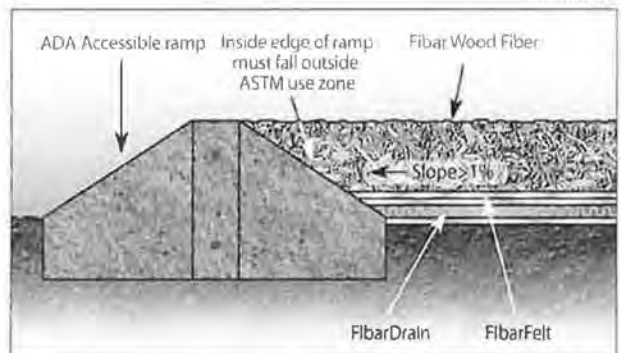


Figure 3

Entrance and exit ramps into the Fibar Engineered Wood Fiber should have a minimum slope of 1 in 12 or must meet current ADA, State or local regulations.

Section B

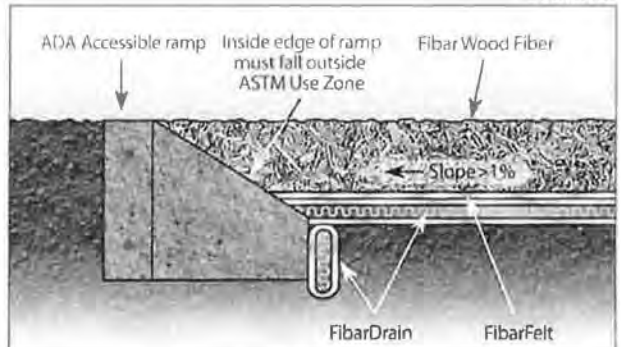


Figure 5

Entrance and exit ramps into the Fibar Engineered Wood Fiber should have a minimum slope of 1 in 12 or must meet current ADA, State or local regulations.

Note: Diagrams are not to scale. For illustration purposes only.

PLEASE NOTE:

In accordance with standard design and construction practices, The Fibar Group, LLC and its Representatives recommend using the services of a certified engineer, architect, or landscape architect who is familiar with local soil and climate conditions to evaluate and interpret any information provided.

The Fibar Group, LLC assumes no responsibility for determining the size of the playground or the Use Zone between the equipment and the border. Installer must thoroughly examine the site and specifications, carefully checking the dimensions before starting work. All instructions are subject to equipment manufacturers' installation specifications.

Read FibarSystem 300 Specifications, Installation, and Maintenance Instructions, all available from The Fibar Group, LLC ☎ 800-342-2721 or 914-273-8770 or info@fibar.com. Fax: 914-273-8659. Or your local Representative.

A. IN-GROUND INSTALLATIONS

1. Excavate area 8" (for 8" installation) or 12" deep (for 12" installation) with a 1% downward grade to ensure proper drainage to FibarDrain Drain Strip. It is not recommended that a Fibar System be installed on a grade greater than 10%. All roots, stones, and vegetation must be removed.

2. The area should be well-compacted and accurately graded, especially in areas where additional fill has been brought in.

3. Cut a trench 2" wide by 6" deep all along the inside edge perpendicular to the grade and install FibarDrain Drain Strip. Connect low end of FibarDrain Drain Strip to storm drain or similar device to take water collected from playground away from site.

B. IN-GROUND (Continued) AND ABOVE-GROUND INSTALLATIONS

4. Install playground equipment.

5. Install retaining border if required.

6. ADA Wheelchair Access Ramp must be installed to ensure compliance with Federal Accessibility Law.

7. Cut FibarDrain Strips and lay them on 6' centers in direction of grade.

8. Cover sub-grade with FibarFelt 100% non-woven geotextile material. Overlap all seams 3". Make sure to cover the trench and FibarDrain Strip in step #3 (if applicable). It will be necessary to slit the FibarFelt to fit around the footings of the equipment. Where possible, overlap all slits with the next piece of FibarFelt.

9. **IMPORTANT:** With a permanent marker, mark all the legs of the equipment to the compacted specified system depth.

10. Spread Fibar® Engineered Wood Fiber using a Bobcat or small front-end loader. Operator should be careful not to travel on the FibarFelt Geotextile or turn sharply on the wood fiber. It will also be necessary to use hand labor to spread. To allow for natural compaction, we supply additional wood fiber. **Important: Install all the Fibar Engineered Wood Fiber delivered.** The fiber will be several inches above grade or border until it compacts. Feather the edges to make a smooth transition to existing grade or border.

11. Hand-rake for a perfectly smooth, finished surface.

Optional: To accelerate the natural compaction process, once drainage is installed, install the Fibar in layers, 6" to 8" at a time. Rake, level and wet the surface before compacting with a mechanical compactor after each layer is installed. Change direction 90 degrees between each layer. Repeat these steps until the desired surface thickness is achieved.

12. Install FibarMat wear mats on top of the Engineered Wood Fiber.

13. After two weeks of active use, surface should be raked level again.

14. Consumer Product Safety Commission (CPSC) and ASTM Recommended Use Zones. A Use Zone of at least 6 feet must surround all equipment with the exception of:

a. Swings: A Use Zone equal to 4 times the height of the top rail is needed in front of and behind swings (2 times in front and 2 times behind).

b. Slides: The Use Zone surrounding a slide should be a minimum of 6 feet, except for the slide exit area where the Use Zone shall be a minimum of 6 feet or the distance between the highest point of the slide to the protective surfacing. The Use Zone at the slide exit need not exceed 8 feet.

For more information:

ASTM: 100 Barr Harbor Dr., W. Conshohocken, PA 19428-2959

☎ 610-832-9500 Fax: 610-832-9666 www.astm.org

Consumer Product Safety Commission (CPSC):

Washington, DC 20207

☎ 800-683-2772 www.cpsc.gov

Canadian Standards Association (CSA):

178 Rexdale Blvd, Toronto, Ontario M9W 1R3, Canada

☎ 416-747-4000 www.csa.ca

15. See Fibar Systems' Maintenance Instructions for requirements with respect to inspections, raking, top-off, and other maintenance advice.



To prevent displacement of the Fibar in high-use areas, FibarMat wear mats must be installed under all swings, tire swings, slide exits, and all other wear areas, including sliding poles. This will help to ensure compliance with the Federal Accessibility Law.



WARNING

Incorrect Installation or maintenance. Failure to install all the Fibar Engineered Wood Fiber delivered, failure to maintain the depth of the Fibar System installation at the specified system depth, failure to use FibarMat wear mats at slide exits, under all swings and tire swings (except enclosed or tot swings), other wear areas (a wear area is any area in the playground where the surface depth falls below the specified system depth for the playground surface), use of the Fibar System Installation and/or materials with others not provided by The Fibar Group, LLC, abnormal use, lack of proper maintenance, or vandalism can result in serious injury or death. Be aware that no playground surface can prevent all accidents or injuries.



WARNING

Winter Conditions. Should there be moisture retention in the Fibar System installation, it will freeze when the temperature drops below the freezing mark. Please check your surface frequently in winter weather. When the surface is frozen, the impact attenuation properties of Fibar Engineered Wood Fiber are lost and for this reason, the play area should not be used.



Reread the Installation and Maintenance Instructions

periodically. If at any time you are concerned about the surface and its performance, please contact us at ☎ 800-342-2721 or 914-273-8770 or info@fibar.com. Fax: 914-273-8659.



FIBAR SYSTEM 100 SPECIFICATIONS

FibarSystem 100 playground surfacing is designed for use in areas with annual rainfall less than 15 inches per year or sites with excellent drainage. The patented system is composed of Fibar® Engineered Wood Fiber and our exclusive FibarFelt Geotextile. No other recreational surfacing product provides a better combination of safety, accessibility, 15-year warranty, and ease of installation at a comparable cost.

SYSTEM	DESCRIPTION	CERTIFIED FALL HT.	USE
System 112	12" Fibar EWF, FibarFelt	Up to 12'	Playground
System 110	10" Fibar EWF, FibarFelt	Up to 10'	Playground
System 108	8" Fibar EWF, FibarFelt	Up to 8'	Playground
System 106	6" Fibar EWF, FibarFelt	Up to 6'	Jogging track
ALL	FibarMat Wear Mat Minimum 36" x 36" x 1.5" with beveled edges for accessibility	Not Applicable	Playground

Note: Depth measurements are approximate after compaction.

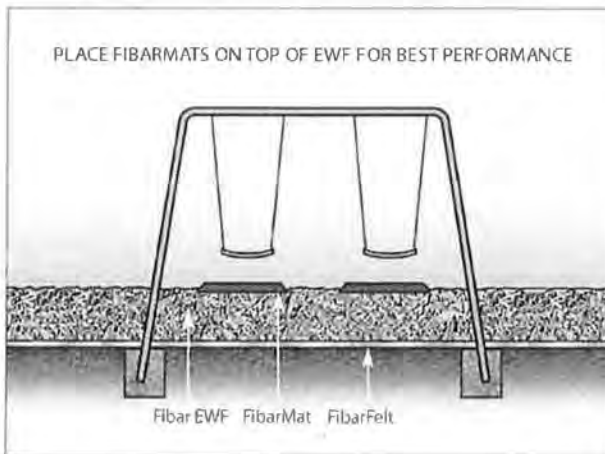


Figure 9

FibarSystem 100 Above-Ground Installation Detail

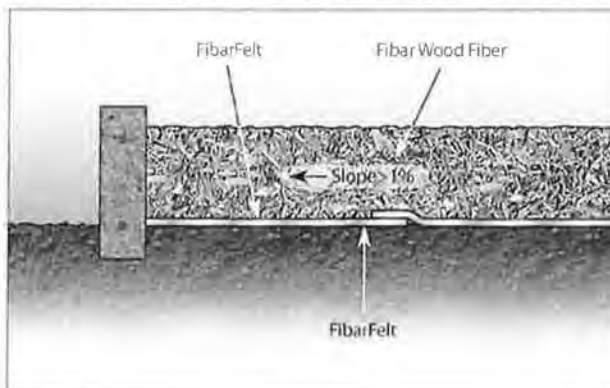


Figure 10



Properly positioned, FibarMat wear mats with beveled edges help ensure that playgrounds comply with Federal Accessibility Law.

FibarMat Wear Mats

To prevent displacement of the Fibar in high-use areas, to preserve your warranty, and reduce maintenance, FibarMat wear mats must be installed under all swings, tire swings, slide exits, and all other wear areas, including sliding poles. This will help to ensure compliance with the Federal Accessibility Law.

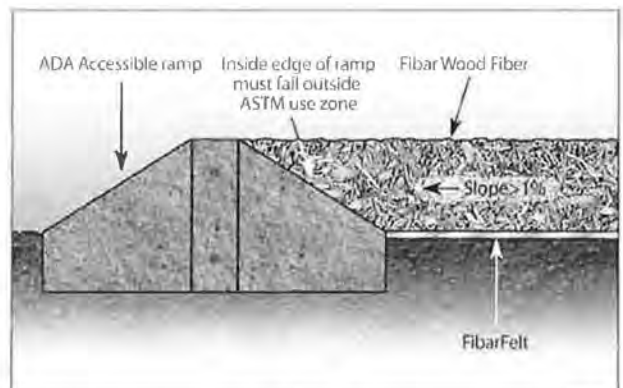


Figure 11

Entrance and exit ramps into the Fibar System surface should have a minimum slope of 1 in 12 or must meet current ADA, State or local regulations.

Note: Diagrams are not to scale. For illustration purposes only.

PLEASE NOTE:

In accordance with standard design and construction practices, The Fibar Group, LLC and its representatives recommend using the services of a certified engineer, architect, or landscape architect who is familiar with local soil and climate conditions to evaluate and interpret any information provided.

The Fibar Group, LLC assumes no responsibility for determining the size of the playground or the Use Zone between the equipment and the border. Installer must thoroughly examine the site and specifications, carefully checking the dimensions before starting work.

All instructions are subject to equipment manufacturers' installation specifications.

Read FibarSystem 100 Specifications, Installation, and Maintenance Instructions, all available from The Fibar Group, LLC ☎ 800-342-2721 or 914-273-8770 or info@Fibar.com, Fax: 914-273-8659. Or your local Representative.

A. ABOVE-GROUND INSTALLATION ONLY

1. The area should be accurately graded with a 1% downward grade and well-compacted.
2. Layout should allow for water to flow to a storm drain or similar device to take water collected from playground away from site.
3. Install playground equipment.
4. Cover sub-grade with 100% non-woven geotextile FibarFelt material. Overlap all seams 3". It will be necessary to slit the FibarFelt to fit around the footings of the equipment. Where possible, overlap all slits with the next piece of FibarFelt.
5. ADA Wheelchair Access Ramp must be installed to ensure compliance with Federal Accessibility Law.
6. Install retaining border.
7. **IMPORTANT:** With a permanent marker, mark all the legs of the equipment to the compacted specified system depth.
8. Spread Fibar® Engineered Wood Fiber using a Bobcat or small front-end loader. Operator should be careful not to travel on the FibarFelt Geotextile or turn sharply on the wood fiber. It will also be necessary to use hand labor to spread. To allow for natural compaction, we supply additional wood fiber. **Important: Install all the wood fiber delivered.** The fiber will be several inches above grade or border until it compacts. Feather the edges to make a smooth transition to existing grade or border.
9. Hand-rake for perfectly smooth, finished surface.
Optional: To accelerate the natural compaction process, once drainage is installed, install the Fibar in layers, 6" to 8" at a time. Rake, level and wet the surface before compacting with a mechanical compactor after each layer is installed. Change direction 90 degrees between each layer. Repeat these steps until the desired surface thickness is achieved.
10. Install FibarMat wear mats on top of the Fibar Engineered Wood Fiber.
11. After two weeks of active use, surface should be raked level again.

12. CPSC and ASTM Recommended Use Zones. A Use Zone of at least 6 feet must surround all equipment with the exception of:

- a. Swings: Use Zone equal to 4 times the height of the top rail is needed in front of and behind swings (2 times in front and 2 times behind).
- b. Slides: The Use Zone surrounding a slide should be a minimum of 6 feet, except for the slide exit area where the Use Zone shall be a minimum of 6 feet or the distance between the highest point of the slide to the protective surfacing. The Use Zone at the slide exit need not exceed 8 feet.

For more information:

ASTM International: 100 Barr Harbor Dr.,
W. Conshohocken, PA 19428-2959
☎ 610-832-9500 Fax: 610-832-9666 www.astm.org

Consumer Product Safety Commission (CPSC):
Washington, DC 20207
☎ 800-683-2772 www.cpsc.gov

Canadian Standards Association (CSA):
178 Rexdale Blvd, Toronto, Ontario M9W 1R3, Canada
☎ 416-747-4000 www.csa.ca

13. See Fibar Systems' Maintenance Instructions for requirements with respect to inspections, raking, top-off, and other maintenance advice.



To prevent displacement of the Fibar in high-use areas, FibarMat wear mats must be installed under all swings, tire swings, slide exits, and all other wear areas, including sliding poles. This will help to ensure compliance with the Federal Accessibility Law.



WARNING

Incorrect installation or maintenance, failure to install all the Fibar Engineered Wood Fiber delivered, failure to maintain the depth of the Fibar System installation at the specified system depth, failure to use FibarMat wear mats at slide exits, under all swings and tire swings (except enclosed or tot swings), other wear areas (a wear area is any area in the playground where the surface depth falls below the specified system depth for the playground surface), use of the Fibar System Installation and/or materials with others not provided by The Fibar Group, LLC, abnormal use, lack of proper maintenance, or vandalism can result in serious injury or death. Be aware that no playground surface can prevent all accidents or injuries.



WARNING

Winter Conditions. Should there be moisture retention in the Fibar System installation, it will freeze when the temperature drops below the freezing mark. Please check your surface frequently in winter weather. When the surface is frozen, the impact attenuation properties of Fibar Engineered Wood Fiber are lost and for this reason, the play area should not be used.



Reread the Installation and Maintenance Instructions

periodically. If at any time you are concerned about the surface and its performance, please contact us at ☎ 800-342-2721 or 914-273-8770 or info@Fibar.com, Fax: 914-273-8659.



GENERAL INFORMATION

Accessibility

The Federal Accessibility Law requires all playground surfaces to be accessible. Surfaces must pass ASTM F1951 (accessibility) and F1292 (impact) to ensure compliance with the Law. It is essential that the surface is installed correctly *including FibarMat wear mats* and an accessible entryway. The surface must be maintained according to Fibar's maintenance instructions.

Installation Instructions

If you did not receive installation instructions for your system prior to installation date, please contact us at info@fibar.com or call 800-342-2721, Ext. 0. Please provide the email address of the person who should receive these installation instructions.

FibarMat Wear Mats

These rubber wear mats provide extra protection and accessibility. To prevent displacement of the Fibar in high-use areas, FibarMat wear mats must be installed under all swings, tire swings, slide exits, and all other wear areas, including sliding poles. This will help to ensure compliance with the Federal Accessibility Law.

CPSC and ASTM F1292 Use Zones

A Use Zone of at least 6 feet must surround all equipment with the exception of:

1. **Swings:** A Use Zone equal to 4 times the height of the top rail is needed in front of and behind swings (2 times in front and 2 times behind).
2. **Slides:** The Use Zone surrounding a slide should be a minimum of 6 feet, except for the slide exit area where the Use Zone shall be a minimum of 6 feet or the distance between the highest point of the slide to the protective surfacing. The Use Zone at the slide exit need not exceed 8 feet.

For more information:

ASTM: 100 Barr Harbor Dr., W. Conshohocken, PA 19428-2959
☎ 610-832-9500 Fax: 610-832-9666 www.astm.org

Consumer Product Safety Commission (CPSC):
Washington, DC 20207
☎ 800-683-2772 www.cpsc.gov

Canadian Standards Association (CSA):
178 Rexdale Blvd, Toronto, Ontario M9W 1R3, Canada
☎ 416-747-4000 www.csa.ca

Maintenance

Comprehensive instructions on maintenance are included with your FibarSystem 300 or FibarSystem 100 installation instructions. Your local Representative is available to answer any questions you might have.

Flammability Testing

Fibar® Engineered Wood Fiber was tested by Testing Services, Inc. Detailed test results are available from The Fibar Group, LLC.

Patent Protection

Fibar Systems are unique playground surface products, the creation and origination of which are protected by U.S. Patent Numbers 4,679,963; 5,026,207; and 5,076,726. Prior to construction, the installer must obtain a license from The Fibar Group, LLC. There is no charge for this license. Following the designs according to the patents ensures that a Fibar System will be installed correctly, with the correct material, which, in turn, guarantees coverage under all applicable warranties and product liability insurance.

Customer Satisfaction

We pledge Total Customer Satisfaction for every product we provide. If you require service, and it has not been provided, please contact us at ☎ 800-342-2721 or 914-273-8770 or info@fibar.com. Fax: 914-273-8659. Or write to our main office: The Fibar Group, LLC, Suite 300, 80 Business Park Drive, Armonk, NY 10504-1705.

IPEMA Membership

The Fibar Group, LLC is a member of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven organization whose mission is to promote play, encourage safety, and provide certification programs for playground environments.



www.ipema.org

IPEMA Certificates of Compliance



In the interest of public playground safety, IPEMA provides a Third-Party Certification Service whereby an independent laboratory validates a surfacing manufacturer's conformance to ASTM F1292, *Standard*

Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment, and for an Engineered Wood Fiber manufacturer, its certification of conformance, also, to ASTM F2075, *Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment*, Section 4.6, for testing the presence of tramp metal and hazardous metals. The use of the corresponding logo(s) in Fibar® materials signifies that Fibar has received written validation from the independent laboratory that the product(s) associated with the use of the logo(s) conforms to the requirements of the indicated standard. Check the IPEMA website (www.ipema.org) to confirm product certification, its thickness, and critical height.

Making Playgrounds Accessible...

These Fibar System components help to provide the access required by the Federal Accessibility Law.



FibarMat Wear Mats must be installed under all swings, tire swings, slide exits, and all other wear areas, including sliding poles to prevent displacement of the Fibar® in high-use areas. This will help to ensure compliance with the Federal Accessibility Law. FibarMat wear mats are 3' x 3' x 1.5" all-weather, flexible rubber mats that come with beveled (handicapped-friendly) edges and are easily installed. Fibar System warranties require the use of FibarMat wear mats.



FibarGuard Black Playground Borders are made of rugged High-Density Polyethylene. These UV-stable, injection-molded borders are the standard of the industry. Won't fade, splinter, or crack. Rounded corners to prevent injury. Each 4-foot long border section is 12" high and comes with one 30" galvanized steel installation spike.



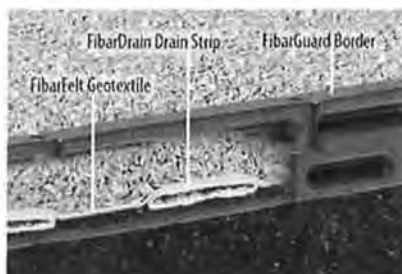
Wheelchair Access Ramps **must** be installed in above-ground playgrounds to ensure compliance with Federal Accessibility Law. Our Wheelchair Access Ramp (for use with FibarGuard Black Borders only) is crafted from tough, High-Density Polyethylene. Won't fade, splinter, or crack. Wide enough even for motorized wheelchairs. The easiest way for kids in wheelchairs to access an above-ground playground.



FibarGuard Gray Playground Borders have a natural stone look. These new reversible borders can give you different looks—River Stone on one side, Field Stone on the other, both the color of natural stone. Four feet long and 8" high, they are made of UV-stable, injection-molded High-Density Polypropylene that won't fade, splinter or crack. Each 4-foot border section comes with one 24" galvanized steel installation spike. Rounded corners to prevent injury. Virtually maintenance free.

Keeping Playgrounds Dry...

Fibar Systems' drainage components keep playgrounds dry—extending usability at half the cost of conventional drainage systems.



Fibar® Engineered Wood Fiber is a blend of pliable, all-natural wood fibers—not wood chips! Engineered to knit together, they form a firm, stable, slip-resistant surface accessible to physically challenged children. Meets International Play Equipment Manufacturers Association's (IPEMA) impact and quality standards.



FibarDrain Drain Strip channels water away from the playground, maintaining a playable surface even after heavy rain. Drain Strip prevents deterioration of the Fibar® Engineered Wood Fiber. It is composed of a needle-punched, 100% non-woven geotextile sleeve surrounding a monofilament nylon mesh.



FibarFelt Geotextile is a needle-punched 100% polyester non-woven geotextile fabric that separates the Fibar® Engineered Wood Fiber from the soil below. This critical material allows water to flow through it while ensuring that rocks and soil do not contaminate the Engineered Wood Fiber. FibarFelt is used in every Fibar System playground design to ensure proper drainage and play safety.



Each of the components in a FibarSystem 300 playground design play an essential role in contributing to an accessible, safe, dry, and long-lasting playground surface. When used in combination as specified, these components enable us to offer the playground surface industry's only 25-year warranty.

TEST RESULTS

Playground Surface Test Reports Summary

INDEPENDENT TESTING LABORATORY

TÜV SÜD America Inc., Auburn Hills, MI (IPEMA Validator) Report No. 72124138-1

Client: The Fibar Group, LLC

Commercial Name of Product: Fibar® Engineered Wood Fiber

Test Equipment:

Alpha Automation, Triax, TUV System A

Environmental Chamber No. PLY90003, PLY900101

Accessories ID PLY900121

Sample Description: Engineered Wood Fiber,
Compacted Surface
Test Dates: 12/21/17, 1/24/18
Ambient Air Temperature: 23.0°C
Humidity: 25%

ASTM F1292-13 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment

Drop	Specified Impact Height (feet)	Reference Temperature 6°C (21.2°F)				Reference Temperature - Ambient 21°C (73.4°F)				Reference Temperature 49°C (120.2°F)			
		G-Max	HIC	Velocity Feet/Second	Theoretical Drop Height (feet)	G-Max	HIC	Velocity Feet/Second	Theoretical Drop Height (feet)	G-Max	HIC	Velocity Feet/Second	Theoretical Drop Height (feet)
1	12	73	338	27.8	12.014	58	250	27.7	11.926	66	292	27.8	12.014
2	12	94	478	28.0	12.188	82	326	27.9	12.101	44	477	28.0	12.188
3	12	98	483	28.1	12.275	92	416	28.0	12.188	107	582	28.0	12.188
Average		96	455.5			87	412			100.5	529.5		

Conclusion: Sample Passed ASTM F1292-13 at the temperature and falling specified.
Report signed by Sabrina Nevqui and Timothy Fouchia, Project Coordinators, TÜV SÜD America Inc.

ASTM F2075-15 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment

Test Date: 4/24/17, Project No. 72127196-2

1. Sieve Analysis Section 4.6 and Section 9

Sieve Size	Minimum / Maximum Requirements	Percent Passing
1/4" (19.05 mm)	99-100%	100.0
1/8" (9.53 mm)	75-100%	91.2
No. 16 (0.936 mm)	0-35%	7.8

Conclusion: Sample passed ASTM F2075-15 for Sieve Analysis Section 4.6 per 7.4.
Test Results signed by Sabrina Nevqui, Project Coordinator, and David Splane, Regional Manager.

2. Tramp Metals Test - Section 4.4 and Section 9 Tramp Metals

Test conducted on 4/18/17, Project No. 7215490-2, and required 112 probes (7 probes at 15 different locations around the sample)

3. Hazardous Metals Test - Project No. 72125490-4, Test Date: 5/8/17 per Section 4.5.2 per 8.0. Fibar® Engineered Wood Fiber product in compliance with the requirements of the Standard specified. Test results signed by Joseph McGan, Project Coordinator, and David Splane, Regional Manager.

Conclusion: Sample passed ASTM F2075-15, Section 4.6 and Section 9 Tramp Metals, and Section 4.5.2 per 8.0 Hazardous Metals. Fibar® Engineered Wood Fiber product in compliance with the requirements of the Standard specified.

INDEPENDENT TESTING LABORATORY

Testing Services, Inc., Dalton, GA (Report No. 69556A, Test Date: 12/22/16)

ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment

Test Material

Type: Engineered Wood Fiber

Material Condition: Excellent

Tested Depth and Conditions: 11" (compacted) 10% moisture content

Test Equipment: Wheelchair used: Inmate, Model 4000, Serial No. 84881141

Torque Measuring System: Certified O'Box Smart Torque Wrench, S/N 97-085-01

TEST REPORT

CLIENT

Company:	The Fibar Group	Report Number:	69556A
Address:	800 Rustons Park Drive, Suite 300	Lab Test Number:	2881-1146
	Aurora, New York 10504	Test Completion Date:	12/22/16
Requested By:	Joy Dunn	Report Date:	12/28/16

Conclusion: Fibar® Engineered Wood Fiber meets/exceeds both the straight line and turning propulsion requirements of the above accessibility standard.
Test Report Approval signed by Erik Miles, Lab Director, Testing Services, Inc.

ADA Compliance

Please visit our website www.Fibar.com to view Fibar Systems Accessibility Video.

For more about the IPEMA Certification Program and to verify a product's certifications, go to www.ipema.org

ADA COMPLIANCE

Fibar® Engineered Wood Fiber playground surfacing meets the ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment. The Fibar Group, LLC certifies and warrants that its playground surface systems are in compliance with the Federal Access Law in accordance with the Americans with Disabilities Act, provided the surface is installed and maintained according to manufacturer's specifications. (www.access-board.gov)

The law requires correct installation, regular maintenance, and an accessible entryway. FibarMat wear mats should be installed under all swings, tire swings, slide exits, and all excessive wear areas, including sliding poles. Wear Mats help with accessibility and maintenance of your playground.

"Critical Height for each surface material is defined as the maximum height from which the headform, upon impact, yielded both a peak deceleration of less than 200 G's and an HIC of less than 1,000. Critical Height, therefore, may be considered as an approximation of the maximum fall height from which life-threatening injury may not be expected to occur."

— U.S. Consumer Product Safety Commission (www.cpsc.gov)

FIBAR SYSTEMS PERFORMANCE WARRANTY

L I M I T E D W A R R A N T Y

Effective January 1, 2017

TWENTY-FIVE YEAR

Fibar System 300®

Performance Limited Warranty

This 25-year Limited Warranty applies **only** to Fibar System 300 ("System") playground surfaces.

Fibar System 300 is warranted by The Fibar Group, LLC to the original purchaser, to meet or exceed Playground Surfacing Guidelines of the U.S. Consumer Product Safety Commission using ASTM Standard F 1292 for a period of twenty-five (25) years from the certified date of installation, subject to the conditions and exclusions listed below.

TWENTY YEAR Fibar System 200 and

FIFTEEN YEAR Fibar System 100

Performance Limited Warranty:

This Limited Warranty applies to Fibar Systems 200 and 100. Fibar Systems 200 and 100 are warranted by The Fibar Group, LLC to the original purchaser, to meet or exceed Playground Surfacing Guidelines of U.S. Consumer Product Safety Commission using ASTM Standard F 1292 for a period of twenty (20) years for System 200 and fifteen (15) years for System 100 from the certified date of installation, subject to the conditions and exclusions listed below.

LIFETIME FibarDrain® and FibarFelt® Materials Limited Warranty:

This Limited Warranty applies to FibarDrain Material and FibarFelt Material ("Materials"). These Materials are warranted by The Fibar Group, LLC to the original purchaser of the materials to be free from defects, including decay and biological degradation, for life from the certified date of installation, subject to the conditions and exclusions listed below.

FibarMat & FibarGuard

Limited Warranty:

This Limited Warranty applies to FibarMat Wear Mats & FibarGuard borders & ramps. FibarMats are warranted by The Fibar Group, LLC to the original purchaser of the FibarMats to be free from defects in material and workmanship for a period of three (3) years from the certified date of installation and FibarGuard for (1) year, subject to the conditions and exclusions listed below.

Warranty Performance:

The entire liability of The Fibar Group, LLC and the purchaser's sole remedy in the event the Materials and/or System do not conform, the Limited Warranty shall be limited to replacement of

the defective Materials and/or System and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditioned upon the System being properly installed and maintained by the purchaser in accordance with the written instructions provided by The Fibar Group, LLC.

Acts Invalidating Warranty:

Incorrect installation, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use FibarMat wear mats at slide exits, under all swings and tire swings [except enclosed or bucket tot swings], use of the System and/or Materials with others not provided by The Fibar Group, LLC, abnormal use, lack of or improper maintenance, or vandalism shall void this Limited Warranty and The Fibar Group, LLC shall have no responsibility with respect to damage resulting therefrom. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty.

Disclaimers:

No other Warranties. The Fibar Group, LLC disclaims all other Warranties expressed or implied, including but not limited to implied Warranties of fitness or merchantability and fitness for a particular purpose. In no event shall The Fibar Group, LLC or its suppliers be liable for any damages whatsoever (including, without limitation, indirect, special, incidental, or consequential damages arising out of the use of or inability to use the System, even if The Fibar Group, LLC has been advised of the possibility of such loss). Because some states do not allow the exclusion of limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Legal Remedies:

This Limited Warranty gives you specific legal rights, and you may have other rights that vary from state to state.

Prior Statements of Warranty:

This supersedes and replaces any previous warranties.

Customer Service:

For emergency service: Contact your authorized representative immediately. Or contact The Fibar Group, LLC, 80 Business Park Drive, Suite 300, Armonk, New York 10504-1705. Or call toll-free 800-342-2721 or 914-273-8770 / Fax: 914-273-8659. E-mail: info@fibar.com

©2017 The Fibar Group, LLC U.S. Patent Numbers 4,679,963; 5,026,207 and 5,076,726



FOR MORE INFORMATION CALL TOLL FREE
800.342.2721

EMAIL US AT
info@Fibar.com

VISIT US ON AT
fibar.com



Fibar is certified to meet
or exceed ASTM Standard
F1292.



Fibar is certified to meet
or exceed ASTM Standard
F2075.



Fibar Engineered Wood Fiber
meets the requirements of the
Americans with Disabilities Act.



Fibar products meet or exceed
playground surfacing guidelines
set by the U.S. Consumer Product
Safety Commission.



The Fibar Group, LLC
is a member of ASTM
International.



Projects using Fibar products
qualify for LEED points.



The Fibar Group, LLC
80 Business Park Drive, Suite 300
Armonk, NY 10504-1705, U.S.A.
800.342.2721 and 914.273.8770
Fax: 914. 273.8659
Email: info@fibar.com
www.fibar.com

REPORT TO COUNCIL

Meeting Date: 04/10/2022

Report Number: 2022-PW-017

Presented by: Stephane Fortin

Department: Public Works

REPORT TITLE

2022 Supply & Delivery of Winter Sand, Mix and Stockpile (Request for Tender 589-22)

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-PW-017 entitled “**2022 Supply & Delivery of Winter Sand, Mix and Stockpile (Request for Tender 589-22)**” be received;

AND THAT Council hereby awards a contract to Don Adshead Trucking Ltd. for RFT-589-22, for the Town’s 2022 Supply & Delivery of Winter Sand, Mix and Stockpile for the tendered amount of \$37,818.00 plus HST;

AND FINALLY THAT an execution by-Law authorizing the Mayor and Municipal Clerk to execute the contract between the Town of Kirkland Lake and Don Adshead Trucking Ltd. be brought forward for three readings on October 24, 2022.

INTRODUCTION

Every year, for the winter months, a supply of winter sand is required to be stockpiled at the Public Work’s Department for winter operations. Winter sand is a mix of sand and salt (4 to 5% salt). The remaining winter sand from the previous year is always re-mixed to ensure adequate salt within the mix. Remixing with salt is necessary as the municipality does not have indoor storage for winter sand.

DISCUSSION

A winter sand stockpile is required to meet the Ontario Ministry of Transportation’s Minimum Maintenance Requirements and to ensure safety on our roads and our sidewalks.

The use of a sand/salt mixture has been widely used across Ontario for decades and continues to be the best economical solutions for smaller Towns and their winter needs.

The Town received three bids to RFT-589-22:

- Don Adshead Trucking Ltd. \$37,818 + HST
- A. Miron Topsoil Ltd. \$39,429 + HST
- Miller Paving Ltd. \$48,798 + HST

OTHER ALTERNATIVES CONSIDERED

Not Applicable

As noted, the Town of Kirkland Lake does not currently own an indoor storage facility (dome) to store the winter sand. This means the stockpile is exposed to the weather elements and results in salt loss every year which could potentially reduce the winter sand's effectiveness. Administration believes that a location to build a dome in the future needs to be considered.

FINANCIAL CONSIDERATIONS

\$60,000 was placed in the 2022 Public Works Operating budget for completion of this year's supply and delivery of winter sand, mix and stockpile, which is sufficient to complete the work.

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priority: Transparency

Goal: Provide Outstanding Service

Objectives: Implement Sustainable Service Delivery &
Improving Health and Safety for Staff and the Public

ACCESSIBILITY CONSIDERATIONS

A sand/salt mixture on roads and sidewalks ensures safe travel for all motorists and pedestrians, including those with disabilities.

CONCLUSION

Given that the funds have been approved by Council through the 2022 operating budget for the supply and delivery of winter sand mix for the 2022/23 season, it is recommended that Council authorize the execution of the contract with Don Adshead Trucking Ltd., to maintain the Town's on-going need to provide safe roads and sidewalks over the winter months.

CONSULTATIONS

Public Works Department

Program Manager – Procurement & Risk Management

Senior Management Team

ATTACHMENTS

Attachment 1 – RFT-589-22 Supply & Deliver Winter Sand, Mix and Stockpile



Town of Kirkland Lake

Supply & Deliver Winter Sand, Mix and Stockpile

RFT Number: 589-22-RFT

The Corporation of the Town of Kirkland Lake:

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

Closing Date and Time: September 21, 2022; 2:00 PM

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1. Introduction

The Town of Kirkland Lake is seeking the services of a Company or Individual, (herein known as Company), to Supply & Deliver Winter Sand, Mix and Stockpile

1.1 Objectives

The Town of Kirkland Lake invites qualified Companies to;

- Supply and Deliver 3,600 metric tons of Winter Sand to the Public Works Yard.
- Mix and Stockpile 4,500 metric tons of Sand and Salt at the Public Works Yard.

This agreement shall encompass winter control operations for the 2022/2023 season commencing November 1, 2022, through to April 15, 2023. The initial work involves supplying sand in desired quantities, meeting the required specifications to the specified location as and where directed, and mixed with salt at a rate of 4% when stored inside and 5% when stored outside. Salt shall be provided by the Town. The Company will then be expected to stockpile the mixed sand where designated by the Town.

It is understood that the initial order representing the Town's requirements for sand/salt mixing for the winter season shall be delivered to the Town Public Works Yard after September 22nd and prior to November 1st. Any subsequent quantities thereafter shall be delivered at the earliest mutually agreed time.

The Company shall furnish all equipment, machinery, labour, and materials necessary to complete the work within a specified time as designated by and under the supervision and control of the Road Foreman or his designate.

Public Works Yard Location: 1 Dunfield Rd, Kirkland Lake, ON

1.2 Contract Specifications

The work specified in the contract will be performed in strict accordance with the following provisions, plans, specifications and conditions of the tender.

Special Provisions – N/A

Plans – N/A

Standard Drawings – N/A

Standard Specifications – OPSS.MUNI 1004 (Nov. 2012), As per Environment Canada Code of Practice for the Environmental Management of Road Salts.

General Conditions – OPS General Conditions of Contract – Nov. 2006

The Town reserves the right to have materials tested on an intermittent and/or ongoing basis to ensure adherence to the specifications.

Any item which fails in any way to meet the terms of the contract or specifications is subject to rejection or an adjusted price bases, upon mutual agreement.

As derived from OPSS. NUMI 1004

Gradation Requirements for Winter Sand

Sieve Size	Gradation (LS-602), Percent Passing
9.5 mm	100.0 (Note 1)
6.7 mm	97 – 100
4.75 mm	90 – 100
2.36 mm	50 – 95
1.18 mm	20 – 90
600 im	0 – 70
300 im	0 – 35
150 im	0 – 15
Notes: 1. In addition to LS-602, to be confirmed by visual inspection of the stockpile A. The minimum size of the test sample shall be 5 kg. Following oven drying, the sample shall be sieved of 9.5 mm, 6.7 mm, and 4.75 mm sieves. Material passing the 4.75 mm sieve shall be split to an appropriate size according to LS-602 for subsequent washing and fine final grading shall be calculated according to LS-602 as the percentage of material passing based on the total mass of the over dried sample.	

1.3 Tender Content

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

Pricing and Taxes

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

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

Declaration

Non-Collusion Affidavit

Conflict of Interest Affidavit

Accessibility for Ontarians with Disabilities Agreement

References

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

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

1.4 Evaluation

Selection Criteria

- The Company overall experience past and present.
- Client references for relevant projects. Provide at least three (3) references from three (3) different organizations with current contact information.
- Suitability of equipment to carry out the required work
- Price (within allocated budget)

Evaluation Criteria

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

CRITERIA	RATING %
Experience and Qualifications <ul style="list-style-type: none"> • Relevant experience • References (preference to include some Municipalities) • Qualifications 	30
Financial <ul style="list-style-type: none"> • Total Price breakdown • HST to be added separately 	50
Suitability of Equipment <ul style="list-style-type: none"> • Equipment to be utilized for required task 	20
TOTAL	100

2. Terms and Conditions

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

2.1 Project Timelines

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

Issue RFT	September 1, 2022
Deadline for Questions concerning the RFT	September 13, 2022
Response to RFT Questions	September 16, 2022
Tender Submission Deadline 2:00 pm EST	September 21, 2022
Notification to successful Companies	By September 30, 2022

2.2 Communications

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

Ryan Dagelman, Procurement and Risk Management Coordinator

P.O. Box 1757, 3 Kirkland Street

Kirkland Lake, Ontario P2N 3P4

Email: ryan.dagelman@tkl.ca

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

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

2.3 Bid Submission Format

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

Corporation of the Town of Kirkland Lake

P.O. Box 1757, 3 Kirkland Street

Kirkland Lake, Ontario,

P2N 3P4

Attention: Ryan Dagelman, Procurement and Risk Management
Coordinator

Submissions will also be accepted by email to ryan.dagelman@tkl.ca

Tenders must be received at the above noted address no later than 2:00 PM EST, on September 21, 2022. Tenders received after this time will be returned unopened. Faxed submissions will not be accepted.

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

2.4 Bid Withdrawal or Amendment

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

2.5 Period of Validity & Clarification

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

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

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

The successful Company will be required to enter into an agreement for **Supply & Deliver Winter Sand, Mix and Stockpile** using the Town of Kirkland Lake's standard agreement. The agreement will include provisions requiring the Company to not exceed the prescribed project scope or fee upset limit without the prior written consent of the Town. The agreement will also contain provisions requiring the Company to comply with all applicable laws in Ontario and Canada in carrying out the project. General terms and conditions are attached as Schedule "C" to this RFP.

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

When the signed Agreement is in place between the successful Company and the Town, written notification will be provided to the unsuccessful Companies advising of the project award. Companies submitting RFT's for this project agree

that the selection of the successful Company by the Town of Kirkland Lake is final and binding, and at the sole discretion of the Town.

2.7 Restrictions on Communications

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

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

2.8 Freedom of Information and Protection of Privacy

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

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

2.9 Rights of the Town of Kirkland Lake

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

- Request clarification or supplementary information concerning a Tender from any Company.
- Confirm with the Company, a third party or references (whether provided in the bid or not) confirmation of any information provided by the Company in their Tender.
- Issue addenda which may substantially change the content of this RFT.

- Waive formalities and accept any bid that substantially meets the intent of this RFT, and which complies with the Town Purchasing Policy.
- Negotiate different or additional terms with any Company submitting a Tender in response to this RFT.
- Reject any or all bids submitted in response to this RFT at its sole discretion.
- Select any Company whose bid is not the lowest cost to the Town.
- Disqualify any Company whose actions or bid violates terms and conditions stated within this RFT.

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

3. Conflict of Interest

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

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

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

4. Insurance Requirements

The Company shall provide and maintain during the term of the Contract Commercial General Liability Insurance acceptable to the Town of Kirkland Lake and subject to limits of not less than **Five Million Dollars (\$5,000,000.00)** inclusive per occurrence for bodily injury & damage to property. The Commercial General Liability Insurance shall also include coverage for;

- 1) Premises and operations liability;

2) Products or completed operations liability;

The Company shall provide and maintain motor vehicle liability insurance having limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property.

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

5. Other Documentation Required

- Evidence of compliance with the Ontario Highway Traffic Act, section 483 (periodic mandatory commercial vehicle inspection (P.M.C.V.I.) or dump vehicle inspection
- A certificate of good standing from the Workplace Safety & Insurance Board.
- A signed copy of the Town's "Contractors Orientation Health & Safety" policy.

Schedule "A" Tender Form

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

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

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

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

Pricing Summary Schedule

ITEM #	PROJECT SCOPE	QUANTITY IN METRIC TONS	UNIT PRICE PER TON	TOTAL BID
1	Supply and Deliver Winter Sand as per specifications	3,600		
2	Mix and Stockpile of Sand and Salt as per specifications	4,500		
			SUB-TOTAL	
			HST	
			TOTAL	

Page 1 of 7 to be submitted

Equipment To Be Utilized

PLEASE LIST EQUIPMENT SUPPLIED FOR WORK (Type, Year, HP, etc.)

Declaration

I/We _____ offer to supply the requirements stated within.

The corresponding total cost of \$ _____ Tax included.

I/We hold the prices valid for 60 (sixty) days from submission date.

The specifications have been read over and agreed to this ____ day of _____ 2022.

Company Name: _____

Contact Name (*please print*): _____

Title: _____

Mailing Address: _____

Town/City: _____ Postal Code: _____

Telephone: _____ Fax: _____

Cell Phone (*if applicable*): _____

Email: _____

Authorizing Signature:

“I have the authority to bind the company/corporation/partnership”

Signature

Non-Collusion Affidavit

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

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

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

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

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

Dated at _____ this _____ day of _____ 2022.

Signature _____

Company Name _____

Title _____

Page 4 of 7 to be submitted

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

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

Dated at _____ this _____ day of _____ 2022.

Firm Name: _____

Bidder's Authorization Official: _____

Title: _____

Signature

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name: _____

Company Name: _____

Address: _____

Phone Number: _____

- ☐ I, _____, declare that I, or my company, are in full compliance with Section 6 of the Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.
- ☐ I, _____, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serve-ability/splash.html.

Signature

Date

Page 6 of 7 to be submitted

Schedule "B" References

Municipality/Organization: _____

Contact Name: _____

Position: _____ Phone: _____

Description: _____

Date: _____

Municipality/Organization: _____

Contact Name: _____

Position: _____ Phone: _____

Description: _____

Date: _____

Municipality/Organization: _____

Contact Name: _____

Position: _____ Phone: _____

Description: _____

Date: _____

Municipality/Organization: _____

Contact Name: _____

Position: _____ Phone: _____

Description: _____

Date: _____

Schedule “C” General Terms and Conditions of Agreement

1. General Description

The Town of Kirkland Lake seeks the services of a qualified Company to Supply & Deliver Winter Sand, Mix and Stockpile for the Town of Kirkland Lake.

2. Clarification

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

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

3. Acceptance or Rejection of Tenders

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

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

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

Tenders which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the RFT documents or are otherwise irregular in anyway, may at the sole and absolute discretion of the Town, be declared invalid and rejected.

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

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

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

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

4. Award

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

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

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

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

5. Tender

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

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

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

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

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

6. Original Tender Documents

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

7. Firm Prices

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

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

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

8. Any or all Tenders Exceed Approved Budget

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

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

9. Legal Claims and Damages

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

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

10. Removal from Companies List

The Town reserves the right to remove from its list of Companies, for a period of 3 years, the name of any Company who fails to execute or accept an Agreement or purchase order or for unsatisfactory performance on any previous or current Agreement held with the Town.

11. Subcontractors

The Company hereby understands and agrees that any or all subcontractors hired to perform within the scope of the Tender are subject to all terms and conditions stated within and the Company shall be held accountable.

The Company shall submit a list of their proposed subcontractors of all the subcontractors which the Company proposes to use to perform work under the agreement and the division or section of the contract work to be completed by each subcontractor for approval by the Town.

The Company shall ensure that all subcontractors selected and named have experience in the subcontracted work described within the tender document, and that they will execute their work with competence and within the required time frame.

The Company shall not show "Own Forces" in their list of proposed subcontractors, except where the Company's intent is to employ the Company's own qualified on-staff personnel to perform such work.

The Company shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of subcontractor's names for and subcontractor category in their list of proposed subcontractors. One subcontractor name shall be indicated for each subcontractor category.

No names, either of subcontractors or "Own Forces" may be changed after submission of the list of proposed subcontractors unless prior written approval is received from the Town. Such approval will only be considered after receipt by the Town of a written request from the company by the Company with a full explanation of the reasons for the requested change and a letter from the previously named subcontractor agreeing to withdraw its bid with no consequences to the Town.

The Town reserves the right to reject a proposed subcontractor for any reason. Upon such rejection, the Company will be required to propose an alternate subcontractor and to identify any resulting change to the Bid Price. This change can affect the status of the low bid and may result in a different bid becoming low.

If no list of subcontractors is submitted, it will be assumed by the Town that no subcontractor will be used in the execution of this agreement. It is then understood that the Town will make no allowance for, nor shall any subcontractors be allowed to perform any part of this agreement.

12. Time is of the Essence

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

13. Change/Amendment

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

14. Agreement in Writing Only

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

15. Error & Correction

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

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

16. Standards and Legislation

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

17. Municipal Conflict of Interest Act

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

18. Lobbying Restrictions

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

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

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

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

19. Accessibility for Ontarians with Disabilities Act (AODA) Compliance

The Company shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Company shall ensure that all of its employees, agents, volunteers or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Company acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Town of Kirkland Lake must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. The Company shall submit Schedule "A" – page 5, within as proof of compliance.

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

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

21. Workplace Safety and Insurance Board (WSIB)

Note: Effective January 01, 2013, The Province of Ontario introduced and passed legislative Bill 119 as an amendment to the Workplace Safety and Insurance Act, 1997 – S.O. 1997, CHAPTER 16, Schedule A. The new rules state the Company must register with WSIB and obtain a clearance certificate prior to any work. If they do not have a clearance certificate, the principal may refuse entry to the job site until

they have one. It will be an offence for a Company to perform construction work for a principal without valid clearance in place. A copy of the required clearance certificate must be attached to the Companies submission. Failure to do so may result in non-award of the Agreement. The Town retains the right to hire any additional equipment and Operators as is deemed necessary at its sole discretion for such cause. The Company shall have no right of appeal whatsoever due to non-compliance.

Clarification and more information can be obtained at Workplace Safety and Insurance Board 1-800-387-0750 or 1-416-344-1000 or [BeRegisteredBeReady.ca](https://www.beregisteredbeready.ca)

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

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

22. Municipal Freedom of Information and Protection of Privacy Act

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

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

23. Failure to Comply with all Tender Terms

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

24. Payment Terms

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

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

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

25. Tender Preparation Costs

All costs and expenses incurred by the Company relating to its Tender will be borne by the Company. The Town is not liable to pay for such costs and expenses, or to reimburse or to compensate the Company in any manner whatsoever for such costs and expenses under any circumstances, including the rejection or any or all Tenders or the cancellation of this RFT.

26. Notification to Companies

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

27. Influence

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

28. Indemnification and Hold Harmless

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

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

29. Adherence to Requirements

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

30. Harmonized Sales Tax

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

31. Withdrawal of Tenders

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

32. Unenforceable Provisions

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

33. Force Majeure

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

34. Conflict Resolution

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

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.
- All Parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Company or representative and the Town or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Town or the Company.
- The Award of the arbitrator shall be final and binding upon the parties.
- The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17, shall apply.

REPORT TO COUNCIL

Meeting Date: 04/10/2022

Report Number: 2022-CS-014

Presented by: Bonnie Sackrider

Department: Community Services

REPORT TITLE

Update on the Museum of Northern History

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CS-014 entitled “**Update on the Museum of Northern History**” be received.

INTRODUCTION

At the March 15, 2022 Regular Meeting of Council, an updating report on the Museum of Northern History (Attachment 1) was presented providing background information as well as an average of operating costs and revenues for the most recent four-year period.

Subsequently, the following resolution was passed:

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

BE IT RESOLVED THAT Report Number 2022-CS-005 entitled “**Update on Museum of Northern History**” be received;

AND THAT Council direct that an investigation and a subsequent report be presented on the operational impacts of operating seasonally and other alternatives;

AND FINALLY THAT Council direct that administration's report be forwarded to the Museum Advisory Committee (MAC) for their review and recommendation prior to presentation at Council.

CARRIED AS AMENDED”

DISCUSSION

Staff have continued to work with the Ontario Heritage Trust (OHT) to negotiate new terms for the lease. As well, administration has presented a report to the Museum Advisory

Committee regarding the implementation of recommendations from the Service Delivery Review provided by WSCS Consultants.

Ongoing dialogue between municipal staff/administration and staff from the OHT has occurred over the past four (4) months. In answer to a request for an update on the promised Building Condition Assessment, the following response was received from Leroy Shrum, Heritage Architect on July 4, 2022:

"We are still trying to procure a consultant to prepare an updated Conditions Assessment for Sir Harry Oaks Chateau, as we had no bids per our original ITQ issuance.

Briefly:

- An Invitation to Quote package for a consultant to prepare an updated Condition Assessment for Sir Harry Oaks was prepared this past April, in coordination with Kaitlyn McKay (Museum of Northern History, TKL).*
- The Invitation to Quote was issued to five (5) invited Consultants.*
- During the Bid phase of the procurement, each of the invited Consultants expressed that they did not have the capacity to fulfill our deliverable requirements based on a late-spring/early-summer schedule – thus could not bid.*
- Subsequent addenda addressing extended deadlines re. procurement period and schedule of deliverables; and misc. procurement questions was issued, in hope that capacity could avail itself for us."*

At an in-person meeting of three representatives from the OHT and municipal staff/administration on August 9, 2022, the following information was provided:

- A second bid submission deadline of July 19, 2022 did not yield any response.
- The OHT was able to source a firm who is travelling to Moosonee for Heritage work who has agreed to stop in Kirkland Lake to complete the Assessment in October 2022, although dates have not been finalized.

At this point administration is anticipating that the Building Condition Assessment will be completed next month and that the OHT Board will then be able to determine if they are interested in renegotiating the terms of the lease agreement.

In the meantime, in response to the direction of Council from the March 15, 2022 Regular Meeting, Museum staff presented a Committee Report to the Museum Advisory Committee on August 3, 2022 (Attachment 2).

Although long term costs associated with leasing the Sir Harry Oakes Chateau is a primary concern for Council, staff/administration are cognizant that the annual increase in cost of operations is also a financial burden.

To thoroughly investigate future opportunities from a strategic lens, including alternative service delivery options, seasonal services, and ways to reboot the Museum of Northern History through a sound business case, administration has been in contact with WSCS who completed the Service Delivery Review in December 2020. Tammy Carruthers, Principal and CEO, and a WSCS Consultant with expertise in Museum Operations, have agreed to present a proposal consistent with the municipality's strategic goals of financial sustainability, better management of capital assets, and sustainable service delivery.

Staff intend to have draft Terms of Reference for strategic planning work including a business case to present to the new Council for their consideration in early 2023.

OTHER ALTERNATIVES CONSIDERED

Not Applicable

FINANCIAL CONSIDERATIONS

Not Applicable

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priority: Efficiency, Transparency

Goal: Achieve Sustainable Operations Excellence, Provide Outstanding Service

Objectives: Financial Sustainability, Better Management of Capital Assets, Find and Implement Efficiencies, Implement Sustainable Service Delivery

ACCESSIBILITY CONSIDERATIONS

Not Applicable

CONCLUSION

Staff will continue to work to implement recommendations from the previous Service Delivery Review while waiting to hear the outcome of the renegotiation with the Ontario Heritage Trust. Staff will present consultant options to Council in Q1 2023.

CONSULTATIONS

Senior Management Team

ATTACHMENTS

Attachment 1 – Report 2022-CS-005 Update on Museum of Northern History

Attachment 2 – Report 2022-MAC-008 Directions from Council Staff Update

REPORT TO COUNCIL

Meeting Date: 15/03/2022

Report Number: 2022-CS-005

Presented by: Bonnie Sackrider

Department: Community Services

REPORT TITLE

Update on Museum of Northern History

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CS-005 entitled “**Update on Museum of Northern History**” be received;

AND FINALLY THAT Council direct that an investigation and a subsequent report be presented on the operational impacts of operating seasonally and other alternatives.

BACKGROUND

1. At the March 9th, Closed Meeting of Council, staff presented the final Service Delivery Review for the Museum of Northern History, including recommendations from WSCS Consulting. Council directed staff to negotiate with the Ontario Heritage Foundation to divest the Corporation of the Chateau.
2. At the April 6, Closed Meeting of Council, as requested, staff presented the recommended procedure to divest from the Sir Harry Oakes Building, which includes forwarding a resolution from Council to the Ontario Heritage Trust. Council directed staff to bring a report and resolution to the open meeting of Council on April 20, 2021, subsequent to meeting with the Museum of Northern history Staff, the Museum Advisory Committee and the Museum Auxiliary.
3. At the April 20, 2021 Regular Meeting of Council , Council directed staff to write a formal letter to the Ontario Heritage Trust to negotiate new terms of a lease agreement ensuring that OHT covers all future capital expenses required to maintain and preserve the Property.

4. At the August 10, 2021 Regular Meeting of Council, Staff provided Council with an update regarding conversations with the OHT to date. Council directed Staff to begin to implement 6 of 8 recommendations received from the Service Delivery Review received from WSCS in December 2020. (attachment #1)

At the March 1, 2022 regular Meeting of Council, Councillor Ivanov presented the following request:

For staff to provide an “update on the negotiations with Ontario Trust re the museum. What are the plans to mitigate the cost of running the museum?”

The cost of operating the Museum of Northern History in the Sir Harry Oakes Chateau is made up of three areas:

1. Capital Costs to the building,
2. Operating costs of the building itself, and
3. Operating costs of the programming and the collection.

To answer the first part of Councillor Ivanov’s question:

On January 12th, 2022, staff met virtually with Leroy Shum, a Heritage Architect with the Ontario Heritage Trust. Mr. Shum inquired about Capital work the Municipality has completed since the last Building Assessment was completed in 2007 as well as current use. Mr. Shum reiterated the intent of the Trust to complete an updated building condition assessment this spring to have current information so that educated decisions could be made regarding future capital work.

Representatives from the OHT have indicated that they would consider taking on future capital costs however it was unlikely they would take on annual maintenance costs or operating costs.

Staff will stay in contact with OHT this spring to ensure the Building Condition Assessment is completed and that the OHT reply to staff’s request of April 2021.

The second part of Councillor Ivanov’s question concerns primarily regular annual operating costs.

In reviewing averages of the past four years of Operations, the following summary can be extracted from the General Ledger.

Total Expenses	\$266,000
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Primarily consisting of:

Salaries	\$170,000
Purchases for Store	\$ 7,000
Building Operating	\$ 58,000

Exhibition	\$ 4,300
General Supplies	\$ 4,500

Total Revenue **\$ 65,600**

Primarily Consisting of:

Operating Grants	\$ 29,400
Admission Fees	\$ 2,700
Memberships	\$ 900
Donations	\$ 6,000
Sales	\$14,000
Rentals	\$ 2,800

To mitigate costs to the taxpayer, expenditures can be reduced and/or revenues increased.

When reviewing expenditures, the largest costs are salaries and building operating costs which includes utilities. WSCS Consultants and the Ontario Heritage Trust have both recognized the significant annual cost of the Museum of Northern History. Both have suggested that the Municipality may wish to consider a seasonal operation of the Museum of Northern History to substantially reduce costs. (Note – Provincial grants may be reduced if the operations were not year round, and a portion of other revenues may be reduced.)

A seasonal operation would be a service delivery reduction and would require Council direction.

FINANCIAL CONSIDERATIONS

- The Municipality has contributed over \$1.5 million in tax dollars for the operations of the Museum since 2015
- The 2007 Condition Survey Report of the Chateau identified \$986,250 of needed repairs in 2007 dollars. This translates into 1.4 million dollars in 2022 dollars.
- \$224,000 has been spent on capital improvements since 2007

RELATIONSHIP TO STRATEGIC PRIORITIES

Alignment with Strategic Plan

The Mission of Kirkland Lake is *to ensure a model of public service done right, with taxpayers having the confidence in what the Town does and the value they are getting for their taxes.*

Specific Areas of Focus that a divestiture would achieve are:

.1. Achieving Sustainable Operational Excellence

- ***Aim for Financial Sustainability***
- ***Better Management of Capital Assets***
- ***Find & Implement Efficiencies***

2. Building the Team

- ***Improving Staff Accountability to Council & Residents***
- ***Council Initiatives for Success***
- ***Improving Staff Accountability to Each Other***
- ***Eliminate the Gaps***

3. Outstanding Service

- ***Implement Sustainable Service Delivery – (ITEM OS-10) Service Delivery Review of Museum***

ACCESSIBILITY CONSIDERATIONS

Not Applicable

CONSULTATIONS

Senior Management Team

ATTACHMENTS

Attachment 1 – Report to Council

REPORT TO COUNCIL

Meeting Date: 10/08/2021

Report Number: 2021-CS-018

Presented by: Bonnie Sackrider

Department: Community Services

REPORT TITLE

Update on Negotiations with Ontario Heritage Trust

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2021-CS-018 entitled “**Update on Negotiations with Ontario Heritage Trust**” be received, and

THAT staff be directed to investigate (or implement) recommendations numbered: (as directed by council)

BACKGROUND

At the April 20, 2021, regular Meeting of Council the following motion was passed:

BE IT RESOLVED THAT Report Number 2021-CS-007 entitled “Service Delivery Review – Museum of Northern History” be received, and

THAT staff be directed to write a formal letter to the Ontario Heritage Trust (formerly known as the Ontario Heritage Foundation) to negotiate new terms of a lease agreement ensuring that OHT covers all future capital expenses required to maintain and preserve the Property.

CARRIED

After receipt of the letter from the Town, the Ontario Heritage Trust agreed to a zoom meeting with staff. On June 3, 2021, Interim CAO, Don Studholme, and Director of Community Services, Bonnie Sackrider, met with Beth Hannah, Chief Executive Officer, Wayne Kelly, Director Heritage Programs and Operations, and Chris Mahood, Operations Manager of the Ontario Heritage Trust.

During the meeting staff explained that The Museum of Northern History has played an important role in the community over many years, and that the Sir Harry Oakes Chateau

is considered an artifact itself. However, the current lease agreement places a considerable burden on the Town, one that is unsustainable. The heavy cost of maintaining the building, the decline in Museum revenue, and the increase in operating costs place considerable financial pressure on the Town's budget. The recently adopted Strategic Plan for the Town of Kirkland Lake dictates a strategic goal for financial sustainability, better management of capital assets and a sustainable service delivery. Maintenance of core infrastructure is Council's priority and all other operations are being re-assessed and modified or terminated.

Staff requested that the Trust consider taking over operations of the Museum of Northern History, or if that was not possible, financially support all capital and maintenance costs as in a typical landlord/tenant relationship.

The members of the Trust appeared receptive to the plight the Municipality is in and understands the reluctance to fund capital costs on a building not owned by the Municipality. The Trust is involved with 200 properties across the Province and indicated they would look at what other models are in existence and would propose something to staff in the summer of 2021. In order to assist with reducing operational costs they suggested they may be able to work with staff to find corporate sponsors for annualized funding. They also indicated that many of the museums they work with operate on a seasonal nature to save considerable amounts on operating and asked if that was an option. Staff explained that a reduction in service must come as a direction from Council.

Staff followed up with the members in attendance at the June 3rd meeting by email requesting an update and received the following reply:

"We are currently procuring the services of a Conservation Architect to undertake a Building Condition Assessment so that we can better understand the current condition of the property. That information will help inform our future conversations about a different operating model. We discussed in our previous meeting the possibility of the Trust taking on responsibility for capital maintenance of the house. That is one option for discussion. The Trust would not be in a position to take on direct operation of the house or museum."

OTHER ALTERNATIVES CONSIDERED

As the Municipality waits for the Trust to obtain the Building Condition information required to determine what operating model they would propose, Council could direct staff to implement any or all of the additional recommendations from the Service Delivery Review.

Recommendation 1: Enter negotiations with the Ontario Heritage Trust. Look to divest and move the museum artifacts to another location.

Recommendation 2: Create a long term financial sustainability plan – reduce expenses and find new revenue sources. Rationalize staffing. Move to a seasonal service. User fee study, marketing, fundraising and business development plan.

Recommendation 3: Improve Governance Effectiveness – clarify roles related to the Museum Advisory Committee and the Museum Auxiliary. Regular reporting on performance and measurable objectives.

Recommendation 4: Create a multi-year business plan with SMART objectives

Recommendation 5: Redesign organization structure to eliminate siloed functioning. Move to Seasonal Services. Integrate of the Museum with recreation programming for increased collaboration. Close during the winter months and redeploy staff.

Recommendation 6: Develop Performance Management Program Aligned with Business Plan – transform the performance management program of the staff to drive success

Recommendation 7: Modernize systems: Implement ActiveNet to improve Museum Services and customer experience – integration with Vadim, ActiveNet modules

Recommendation 8: Modernize Systems: Upgrade Past Perfect, Consider web version – allow for mobile use, “virtual” museum

FINANCIAL CONSIDERATIONS

Depending on which recommendations are chosen, some will require an expenditure by the Municipality and some will create a cost savings.

RELATIONSHIP TO STRATEGIC PRIORITIES

Alignment with Strategic Plan

The Mission of Kirkland Lake is *to ensure a model of public service done right, with taxpayers having the confidence in what the Town does and the value they are getting for their taxes.*

Specific Areas of Focus that a divestiture would achieve are:

- .1. Achieving Sustainable Operational Excellence
 - ***Aim for Financial Sustainability***
 - ***Better Management of Capital Assets***
 - ***Find & Implement Efficiencies***
2. Building the Team
 - ***Improving Staff Accountability to Council & Residents***
 - ***Council Initiatives for Success***
 - ***Improving Staff Accountability to Each Other***

- ***Eliminate the Gaps***

3. Outstanding Service

- ***Implement Sustainable Service Delivery – (ITEM OS-10) Service Delivery Review of Museum***

ACCESSIBILITY CONSIDERATIONS

Not applicable

CONSULTATIONS

Kaitlyn McKay, Museum Supervisor

ATTACHMENTS

Attachment 1 – 2021-CS-007

Attachment 2 – Service Delivery Review – WSCS

COMMITTEE REPORT

Meeting Date: 8/3/2022

Report Number: 2022-MAC-008

Presented by: Kaitlyn McKay

Committee: Museum Advisory
Committee

REPORT TITLE

Directions from Council Staff Update

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-MAC-008 entitled “**Directions from Council Staff Update**”, be received.

BACKGROUND

At the March 15th Council Meeting, Council directed Staff to investigate and present a report to Council, following consultation with the Museum Advisory Committee (MAC) on operational impacts of operating the Museum seasonally and other alternatives.

Discussions were held with the Museum Advisory Committee and Museum Auxiliary in recent months regarding the Museum's Service Delivery Review, ongoing projects and plans for the Museum going forward.

An update on progress regarding some of the recommendations for council from the WSCS Service Delivery Review has been requested.

Many of the Museum's services and plans for exhibits, events and programs were also included as part of the Museum's Strategic Plan 2023-2025. The first draft of the Strategic Plan is to be presented to the MAC at the August 3rd meeting.

RATIONALE

CONSULTATIONS

Community Services – Director, Bonnie Sackrider

Municipal Curator – Kelly Gallagher

5.1 - Directions from Council Staff Update – Museum of Northern History

Create a long term financial sustainability plan

Reduce expenses and find new revenue sources

- Museum Staff have made a concerted effort to reduce overtime and banked time hours to reduce additional staffing costs.
- Since 2020 the Museum has been able to secure \$58,679 in additional funds to support the Museum and ongoing projects. Covid funding in 2020 of \$25,318 helped alleviate staffing expenses during the Pandemic. Additional funding received in 2022, geared towards care of collections will be utilized for upgrades to some of the Museum's storage materials as well as other upgrades – this allowed for a \$1000 reduction for 2022 in the Museum's budget.
- There are some potential funding sources currently being explored which could assist with digital expansion of the Museum's collection and presence online, as well as funding to support future projects and travelling exhibitions.

Rationalize staffing.

- There are two permanent full-time positions at the Museum, the Museum Supervisor and Municipal Curator. The Museum also has one part time employee of 20 hours a week. With events, rentals, exhibitions and activities occurring throughout the year – several staff are needed to facilitate.
- The Municipal Curator is tasked, to name a few, with the preservation and interpretation of the Museum's Collection as a whole, including record keeping and collections software database entry. They also are responsible for the presentation of materials both onsite, and offsite where applicable, the creation and implementation of exhibitions and research materials, acquisition of new artifacts to the collection, deaccession of artifacts from the collection, and sourcing grants and funding.
- The Museum Supervisor handles many of the front line services the Museum offers, they are responsible for administrative duties, organization of rentals and events, programming and activities, volunteer coordination, Museum reporting, customer service requests, management of the retail store, advertising and online marketing, and grant writing/fund sourcing, etc.
- The Museum's part time employee handles front line service of customers, research requests, gift shop transactions, collections software management, building inspections, rentals and many other tasks throughout the building on

Improve Governance Effectiveness

Clarify roles and responsibilities related to the Museum Advisory Committee and the Museum Auxiliary including degree to which each determine programming of the Museum

- The Museum Auxiliary promotes the activities and efforts of the Museum. They assist in maintaining a presence in the community in accordance with the MAC's direction. They assist with the development and implementation of exhibitions, fundraising efforts, and purchasing of materials for the Museum. They assist the Museum in offering meaningful and enjoyable activities and events.
- The Museum Advisory Committee offers guidance on the Museum's projects, planning and presence within the Community. They assist with policy updates and development, strategic planning, exhibition selection, and deaccessioning items from the Museum's Collection.

Regular reporting on performance and measurable objectives to Council

- Museum Staff will aim to submit quarterly reports on Museum efforts, events /activities and revenue going forward, beginning with a "Summer Summary" in September of 2022. This will include projections for several upcoming projects and events through the Museum leading in to 2023.
- An update on cataloguing, and inventory projects will be presented in Fall of 2022.

Create a multi-year business plan with SMART objectives

(to be done after negotiations with OHT is complete)

Develop a business plan to support the Museum Strategic Plan with specific actions and measurable objectives to drive operational performance, achieve strategic objectives, targets and transformational change

- A Museum Business Plan is currently being developed which will highlight all of the functions and areas of focus for the Museum.

Museum with MAC should review programming and services and focus on the key areas intended for the museum

- New programming and services are presented at each MAC meeting.
- MAC members offer suggestions and feedback regarding potential user groups and programs which can be incorporated to meet the needs of the Museum's clientele and the community as a whole.

Modernize Systems: Upgrade Past Perfect, Consider web version

Web version with additional users will allow for mobile use throughout the organization, storage and public access, making the "virtual" museum easier to manage and give staff better access

- The Museum first purchased PastPerfect in 2007, an upgrade was made to incorporate PastPerfect Online back in 2013. The system offers free upgrades to the software periodically.
- The Museum's Version is currently 5.0D7, the next available upgrade is 5.0F7 (available shortly) – and can be done anytime for existing users.
- Since 2020, several thousands records have been updated to include photographs making for easier access for the public.
- The Museum will also be upgrading the plan with PastPerfect to be able to feature an additional 10,000 records online allowing staff to present more images, and artifacts for public viewing. Budgeted in 2022.
- Staff are also exploring a funding opportunity to create a virtual hub allowing staff to present materials to the public, for the public to be able to offer input on people, places and artifacts. There is also a potential added revenue source through public online subscriptions.



REPORT TO COUNCIL

Meeting Date: 04/10/2022

Report Number: 2022-CS-015

Presented by: Bonnie Sackrider

Department: Community Services

REPORT TITLE

Amendment to User Fees By-Law - Additional Lifeguard Rate Modification

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CS-015 entitled “**Amendment to User Fees By-Law - Additional Lifeguard Rate Modification**” be received;

AND THAT Council direct that Schedule ‘A’ to the Town’s User Fees By-Law be amended to modify the Community Services section, specifically the rate associated to additional lifeguard for any pool rental as identified within the report;

AND FINALLY THAT the amending By-Law be brought forward for three readings on October 4, 2022.

DISCUSSION

At the August 16, 2022 Regular Meeting of Council, By-Law 22-059 was passed establishing a Schedule of Salaries for Municipal Staff.

Schedule ‘A’ to By-Law 22-058 being the Town’s User Fees By-Law, as amended, identifies a specific rate of \$21.50 for an additional lifeguard for any pool rentals. Administration recommend that this be modified to “actual cost of staffing” to reflect current and any future changes in pay rates.

Because this is a direct charge back to the renter, administration recommend that the change in this fee be implemented immediately. Because there have been additional wage increases, as well as, increases in supplies that many departments require, other user fees for the municipality will be reviewed and the Senior Management Team and Treasury Department will present recommendations for adjustments to Council in the coming months.

OTHER ALTERNATIVES CONSIDERED

Council may choose to maintain the rate indicated in User Fees, however, administration does not recommend this option as the intent of the fee reflects the current expense to the municipality in order to provide the service of an additional staff member.

FINANCIAL CONSIDERATIONS

Without the update there would be a negative impact in the net profit for pool rentals since the expense of the staff member would be greater than the fee charged.

ALIGNMENT TO STRATEGIC PRIORITIES

Strategic Priorities: Efficiency

Goals: Achieve Sustainable Operational Excellence

Objectives: Aim for Financial Sustainability

ACCESSIBILITY CONSIDERATIONS

Not Applicable

CONCLUSION

With recent increases to the Aquatic Staff wage, administration recommend an amendment to the associated fee.

CONSULTATIONS

Senior Management Team

ATTACHMENTS

Attachment 1 – Proposed Amendment to Schedule ‘A’ Complex Rates

SCHEDULE "A" to BY-LAW 22-0xx

TKL USER FEES SCHEDULE 'A' TO BY-LAW 22-058



COMPLEX			
Membership - Complex	Resident	Non-Resident	
1 Month	\$ 57.15	\$ 68.58	
Student	\$ 60.00	\$ 72.00	
Senior	\$ 80.00	\$ 96.00	
Adult	\$ 169.60	\$ 203.52	
Family			
3 Month	\$ 137.15	\$ 164.58	
Student	\$ 144.00	\$ 172.80	
Senior	\$ 192.00	\$ 230.40	
Adult	\$ 407.04	\$ 488.45	
Family			
6 Month (includes fitness classes)			
Student	\$ 334.81	\$ 401.77	
Senior	\$ 351.55	\$ 421.86	
Adult	\$ 468.73	\$ 562.48	
Family	\$ 993.71	\$ 1,192.45	
1 Year (Includes Fitness Classes)			
Student	\$ 478.30	\$ 573.96	
Senior	\$ 502.22	\$ 602.66	
Adult	\$ 669.62	\$ 803.54	
Family	\$ 1,419.59	\$ 1,703.51	
Membership - Pool			
1 Month			
Student (1 Month)	\$ 31.25	\$ 37.50	
Senior (1 Month)	\$ 32.81	\$ 39.37	
Adult (1 Month)	\$ 43.75	\$ 52.50	
Family (1 Month)	\$ 92.75	\$ 111.30	
3 Month			
Student (3 Month)	\$ 75.01	\$ 90.01	
Senior (3 Month)	\$ 32.81	\$ 39.37	
Adult (3 Month)	\$ 43.75	\$ 52.50	
Family (3 Month)	\$ 222.62	\$ 267.14	
1 Year			
Student (1 Year)	\$ 210.02	\$ 252.02	
Senior (1 Year)	\$ 220.52	\$ 264.62	
Adult (1 Year)	\$ 294.03	\$ 352.84	
Family (1 Year)	\$ 623.34	\$ 748.01	
Day Rate			
Student / Senior (Day Rate)	\$		4.42
Adult (Day Rate)	\$		5.53
Family (Day Rate)	\$		15.49
Child- Age 2 and Under (Day Rate)		FREE	
Membership - Squash			
Student/ Senior (Day Rate)	\$		1.77
Adult (Day Rate)	\$		1.77
Membership - Fitness			
1 Month			
Student	\$ 44.78	\$ 53.74	
Senior	\$ 47.01	\$ 56.41	
Adult	\$ 62.69	\$ 75.23	
Family	\$ 132.90	\$ 159.48	
3 Month			
Student	\$ 107.46	\$ 128.95	
Senior	\$ 112.83	\$ 135.40	
Adult	\$ 150.44	\$ 180.53	
Family	\$ 318.93	\$ 382.72	
1 Year			
Student	\$ 300.89	\$ 361.07	
Senior	\$ 315.93	\$ 379.12	
Adult	\$ 421.24	\$ 505.49	
Family	\$ 893.03	\$ 1,071.64	
Day Rate			
Student/ Senior	\$		6.64
Adult	\$		8.85
Christmas Special - Student Fitness	\$ 30.00	\$ 36.00	
Summer Special - Student Fitness (buy 3 months get 1 month free)	\$ 107.46	\$ 128.95	

TKL USER FEES
SCHEDULE 'A' TO BY-LAW 22-058



COMPLEX (cont.)			
Gym Passes			
Student/Senior Passes (12)	\$	66.40	\$ 79.68
Adult Passes (12)	\$	88.50	\$ 106.20
Fitness Classes			
30 Minute Class - by session	\$	5.25	\$ 6.30
30 Minute drop in class	\$	7.09	\$ 8.51
45 - 60 Minute Class	\$	7.25	\$ 8.70
Pay as you go classes	\$	9.73	\$ 11.68
Private Fitness Class (45 - 60 minute)	\$	50.00	\$ 60.00
Private Aquatic Fitness Class (45 - 60 minute)	\$	80.00	\$ 96.00
Fitness Class Passes (12)	\$	99.25	\$ 119.10
Personal Training			
1 hour (member)	\$	30.00	\$ 36.00
1 hour (non-member)	\$	39.00	\$ 46.80
3 hours (member)	\$	85.00	\$ 102.00
3 hours (non-member)	\$	110.00	\$ 132.00
6 hours (member)	\$	160.00	\$ 192.00
6 hours (non-member)	\$	208.00	\$ 249.60
2 x 3 Training (members)	\$	59.50	\$ 71.40
2 x 3 Training (non-members)	\$	110.00	\$ 132.00
Fitness Assessment			
Personalized Assessment & Plan (member)	\$	80.00	\$ 96.00
Personalized Assessment & Plan (non-member)	\$	100.00	\$ 120.00
Swim Lessons			
9 Lessons			
30 minutes	\$	56.00	\$ 67.20
45 minutes	\$	73.00	\$ 87.60
Swim Patrol	\$	80.47	\$ 96.56
Private Swim Lessons	\$	99.00	\$ 118.80
Semi-Private Lessons	\$	71.00	\$ 85.20
Bronze Star	\$	76.47	\$ 91.76
Exam Fee	\$		10.05
Bronze Medallion & E.F.A.	\$	79.07	\$ 94.88
Exam Fee	\$		26.30
Canadian Lifesaving Manual + Br Med Workbook	\$		53.45
Bronze Cross & S.F.A.	\$	112.36	\$ 134.83
Exam Fee	\$		39.30
Canadian First Aid Manual+ Bronze Cross Workbook	\$		20.68
NLS Course	\$	244.49	\$ 293.39
NLS Recert	\$	60.73	\$ 72.88
Instructor Course	\$	244.49	\$ 293.39
Master Swim fee/practice			adult swim rate
Pool Rentals			
Regular Groups - 1 hour (all pools including slide-less than 30)	\$	155.23	\$ 186.28
Regular Groups - 1 hour (both pools no slide - less than 30)	\$	112.57	\$ 135.08
Regular Groups - 1 hour (1 pool only no slide)	\$	94.57	\$ 113.48
Regular Groups - 1 hour, both pools, more than 30, slide	\$	191.23	\$ 229.48
Cost of slide on top of hourly pool rental	\$	40.00	\$ 48.00
Non Prime -25% less of regular group rental rate			
Swim Club	\$	70.93	\$ 85.11
Early Morning Swim Club Shared pool (50% off rate)	\$	35.47	\$ 42.56
Additional Guard	\$		actual cost of staffing
Swim Passes			
Student/Senior Passes (12)	\$	44.20	\$ 53.04
Adult Passes (12)	\$	55.30	\$ 66.36
Family Passes (12)	\$	154.90	\$ 185.88

TKL USER FEES
SCHEDULE 'A' TO BY-LAW 22-058



COMPLEX (cont.)			
Birthday Parties - Pool			
All pools including slide			
12 children or less	\$	229.43	\$ 275.32
13-18 people	\$	243.43	\$ 292.12
19-24 people	\$	257.43	\$ 308.92
25-30 people	\$	271.43	\$ 325.72
31-40 people	\$	285.43	\$ 342.52
One pool only - no slide			
12 children or less	\$	175.74	\$ 210.89
13-18 people	\$	189.74	\$ 227.69
19-24 people	\$	203.74	\$ 244.49
25-30 people	\$	217.74	\$ 261.29
31-40 people	\$	231.74	\$ 278.09
Birthday Parties - Ice			
12 children or less	\$	188.18	\$ 225.82
13-18 people	\$	202.18	\$ 242.62
19-24 people	\$	216.18	\$ 259.42
25-34 people	\$	230.18	\$ 276.22
31-40 people	\$	244.18	\$ 293.02
Babysitters Course	\$	72.00	\$ 86.40
First Aid Courses			
Standard + CPR "C" + AED	\$	140.00	\$ 168.00
Standard + CPR "C" + AED (recert)	\$	87.00	\$ 104.40
Arena Rental Rates			
Prime Time - Adult	\$	140.57	\$ 168.68
Prime Time - Student	\$	105.43	\$ 126.51
Non Prime - Adult (25% discount)	\$	105.43	\$ 126.51
Non Prime - Student (25% discount)	\$	79.07	\$ 94.88
Last Minute Ice -50% discount of prime - Adult	\$	70.29	\$ 84.34
Last Minute Ice -50% discount of prime - Student	\$	52.71	\$ 63.26
Pick-up Hockey	\$	7.08	\$ 8.50
Pick-up Hockey Passes (12)	\$	70.80	\$ 84.96
Twoonie Skate	\$		1.77
Public Skate	\$		3.76
Family Skate	\$		8.85
Rec Figure Skate	\$		7.08
Storage Rooms			
Youth per square foot	\$	4.25	\$ 5.10
Adult per square foot	\$	6.00	\$ 7.20
Arena Storage Lockers	\$	100.00	\$ 120.00
Baseball Diamond Fees			
League Games - adult	\$	51.15	\$ 61.38
League game - youth	\$	37.61	\$ 45.13
TKL Baseball League (Team rate / 8 week season)	\$	309.75	\$ 371.70
Youth Ball (6 weeks)	\$	20.00	\$ 24.00
Room Rental (Blue Line, Arts & Crafts, Board Room)			
Per hour (+clean up)	\$	50.00	\$ 60.00
Per day (+clean up)	\$	125.00	\$ 150.00
Wooden Chair Rental	\$	1.00	\$ 1.20
Table Rental - on site only (per day)	\$	20.00	\$ 24.00
Local Service Club Meetings (non-profit)	\$	25.00	\$ 30.00
Arena Floor Rental Rates			
Non-profit Charitable Group	\$	254.46	\$ 305.35
(+ set up + clean up + staff)			
Local Commercial or Pubs-ticketed event	\$	875.67	\$ 1,050.80
(+ set up + clean up + staff)			
Out of Town Commercial Use	\$		1,803.88
Circus etc (+ set up + clean up + staff)			

TKL USER FEES
SCHEDULE 'A' TO BY-LAW 22-058



COMPLEX (cont.)			
Civic Park			
Non-profit Charitable Group (cost to public) (+ set up + clean up + staff)	\$	254.46	\$ 305.35
Local Commercial or Pubs - ticketed event (+ set up + clean up + staff)	\$	875.67	\$ 1,050.80
Non-profit Charitable Group (free to public) (+ set up + clean up + staff)			Actual
Private event (commercial or non-commercial) (+ set up + clean up + staff)			
Per Hour	\$	100.00	\$ 120.00
Per Day	\$	450.00	\$ 540.00
Baseball Field (per game)			
Adult	\$	51.15	\$ 61.38
Youth	\$	37.61	\$ 45.13
Pavillion no ice / hour			
Adult	\$	34.80	\$ 41.76
Youth	\$	26.10	\$ 31.32
Civic Ice / hour			
Adult	\$		52.72
Student	\$		37.61
Multi-Purpose Court			
Adult	\$	34.80	\$ 41.76
Youth	\$	26.10	\$ 31.32
Beach Volleyball Court			
Adult	\$		34.80
Youth	\$		26.10
Vendors (any location)			
Season vendor	\$	175.00	\$ 210.00
Per week	\$	15.04	\$ 18.05
Electricity usage (per season)	\$	25.00	\$ 30.00
Electricity per week	\$	4.35	\$ 5.22
Table rental for KLFM (per week)	\$	4.42	\$ 5.31
Locker Rentals			
3 Months - old changeroom	\$	50.00	\$ 60.00
1 Year - old changeroom	\$	100.00	\$ 120.00
3 Months - new changeroom	\$	60.00	\$ 72.00
1 year - new changeroom	\$	120.00	\$ 144.00
Ball Hockey			
Adults	\$	50.00	\$ 60.00
Students	\$	40.00	\$ 48.00
Day Camp			
1 child	\$	130.00	\$ 156.00
2 children	\$	234.00	\$ 280.80
3 children		N/A	
Day Rate			
1 child	\$	35.00	\$ 42.00
2 children	\$	63.00	\$ 75.60
3 Children		N/A	
Splash & Swim Days	\$	25.00	\$ 30.00
Memorial Benches			
	\$		1,769.91
Comercial business			
Per hour (+clean up)	\$	50.00	\$ 60.00
Per day (+clean up)	\$	125.00	\$ 150.00



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-083

BEING A BY-LAW TO AMEND BY-LAW 22-058 (AS AMENDED) TO ESTABLISH USER FEES FOR THE CORPORATION OF THE TOWN OF KIRKLAND LAKE (SCHEDULE “A”)

WHEREAS Section 391(1) of the *Municipal Act RSO 2001, c.25, as amended* authorizes Council to pass bylaws imposing fees or charges for services or activities provided or done by or on behalf of the municipality and for the use of its property;

AND WHEREAS Section 69 of the *Planning Act, RSO 1990, Chapter P.13*, provides that Council may prescribe a tariff of fees for the processing applications made in respect of planning matters;

AND WHEREAS Section 7 of the *Building Code Act, SO, 1992, Chapter 23*, as amended, authorizes Council to pass bylaws requiring the payment of fees on application for and issuance of permits and prescribing the amounts thereof;

AND WHEREAS at its Regular Meeting of Council on August 16, 2022, Council passed By-Law 22-058 being a by-law to Establish User Fees for the Corporation of the Town of Kirkland Lake effective the day it was passed;

AND WHEREAS at its Regular Meeting of Council on October 4, 2022, Council subsequently authorized an amendment to Schedule “A” of the User Fees 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 section identified as ‘*COMPLEX*’ within Schedule “A” to By-Law No. 22-058 be deleted and the attached Schedule “A” be inserted in lieu thereof.
- 2 **THAT** this By-Law shall come into force and effect the day it is passed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 4th DAY OF OCTOBER, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

SCHEDULE "A" to BY-LAW 22-0xx

TKL USER FEES SCHEDULE 'A' TO BY-LAW 22-058



COMPLEX			
Membership - Complex	Resident	Non-Resident	
1 Month	\$ 57.15	\$ 68.58	
Student	\$ 60.00	\$ 72.00	
Senior	\$ 80.00	\$ 96.00	
Adult	\$ 169.60	\$ 203.52	
Family			
3 Month	\$ 137.15	\$ 164.58	
Student	\$ 144.00	\$ 172.80	
Senior	\$ 192.00	\$ 230.40	
Adult	\$ 407.04	\$ 488.45	
Family			
6 Month (includes fitness classes)			
Student	\$ 334.81	\$ 401.77	
Senior	\$ 351.55	\$ 421.86	
Adult	\$ 468.73	\$ 562.48	
Family	\$ 993.71	\$ 1,192.45	
1 Year (Includes Fitness Classes)			
Student	\$ 478.30	\$ 573.96	
Senior	\$ 502.22	\$ 602.66	
Adult	\$ 669.62	\$ 803.54	
Family	\$ 1,419.59	\$ 1,703.51	
Membership - Pool			
1 Month			
Student (1 Month)	\$ 31.25	\$ 37.50	
Senior (1 Month)	\$ 32.81	\$ 39.37	
Adult (1 Month)	\$ 43.75	\$ 52.50	
Family (1 Month)	\$ 92.75	\$ 111.30	
3 Month			
Student (3 Month)	\$ 75.01	\$ 90.01	
Senior (3 Month)	\$ 32.81	\$ 39.37	
Adult (3 Month)	\$ 43.75	\$ 52.50	
Family (3 Month)	\$ 222.62	\$ 267.14	
1 Year			
Student (1 Year)	\$ 210.02	\$ 252.02	
Senior (1 Year)	\$ 220.52	\$ 264.62	
Adult (1 Year)	\$ 294.03	\$ 352.84	
Family (1 Year)	\$ 623.34	\$ 748.01	
Day Rate			
Student / Senior (Day Rate)	\$		4.42
Adult (Day Rate)	\$		5.53
Family (Day Rate)	\$		15.49
Child- Age 2 and Under (Day Rate)		FREE	
Membership - Squash			
Student/ Senior (Day Rate)	\$		1.77
Adult (Day Rate)	\$		1.77
Membership - Fitness			
1 Month			
Student	\$ 44.78	\$ 53.74	
Senior	\$ 47.01	\$ 56.41	
Adult	\$ 62.69	\$ 75.23	
Family	\$ 132.90	\$ 159.48	
3 Month			
Student	\$ 107.46	\$ 128.95	
Senior	\$ 112.83	\$ 135.40	
Adult	\$ 150.44	\$ 180.53	
Family	\$ 318.93	\$ 382.72	
1 Year			
Student	\$ 300.89	\$ 361.07	
Senior	\$ 315.93	\$ 379.12	
Adult	\$ 421.24	\$ 505.49	
Family	\$ 893.03	\$ 1,071.64	
Day Rate			
Student/ Senior	\$		6.64
Adult	\$		8.85
Christmas Special - Student Fitness	\$ 30.00	\$ 36.00	
Summer Special - Student Fitness (buy 3 months get 1 month free)	\$ 107.46	\$ 128.95	

TKL USER FEES
SCHEDULE 'A' TO BY-LAW 22-058



COMPLEX (cont.)			
Gym Passes			
Student/Senior Passes (12)	\$	66.40	\$ 79.68
Adult Passes (12)	\$	88.50	\$ 106.20
Fitness Classes			
30 Minute Class - by session	\$	5.25	\$ 6.30
30 Minute drop in class	\$	7.09	\$ 8.51
45 - 60 Minute Class	\$	7.25	\$ 8.70
Pay as you go classes	\$	9.73	\$ 11.68
Private Fitness Class (45 - 60 minute)	\$	50.00	\$ 60.00
Private Aquatic Fitness Class (45 - 60 minute)	\$	80.00	\$ 96.00
Fitness Class Passes (12)	\$	99.25	\$ 119.10
Personal Training			
1 hour (member)	\$	30.00	\$ 36.00
1 hour (non-member)	\$	39.00	\$ 46.80
3 hours (member)	\$	85.00	\$ 102.00
3 hours (non-member)	\$	110.00	\$ 132.00
6 hours (member)	\$	160.00	\$ 192.00
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2 x 3 Training (members)	\$	59.50	\$ 71.40
2 x 3 Training (non-members)	\$	110.00	\$ 132.00
Fitness Assessment			
Personalized Assessment & Plan (member)	\$	80.00	\$ 96.00
Personalized Assessment & Plan (non-member)	\$	100.00	\$ 120.00
Swim Lessons			
9 Lessons			
30 minutes	\$	56.00	\$ 67.20
45 minutes	\$	73.00	\$ 87.60
Swim Patrol	\$	80.47	\$ 96.56
Private Swim Lessons	\$	99.00	\$ 118.80
Semi-Private Lessons	\$	71.00	\$ 85.20
Bronze Star	\$	76.47	\$ 91.76
Exam Fee	\$		10.05
Bronze Medallion & E.F.A.	\$	79.07	\$ 94.88
Exam Fee	\$		26.30
Canadian Lifesaving Manual + Br Med Workbook	\$		53.45
Bronze Cross & S.F.A.	\$	112.36	\$ 134.83
Exam Fee	\$		39.30
Canadian First Aid Manual+ Bronze Cross Workbook	\$		20.68
NLS Course	\$	244.49	\$ 293.39
NLS Recert	\$	60.73	\$ 72.88
Instructor Course	\$	244.49	\$ 293.39
Master Swim fee/practice			adult swim rate
Pool Rentals			
Regular Groups - 1 hour (all pools including slide-less than 30)	\$	155.23	\$ 186.28
Regular Groups - 1 hour (both pools no slide - less than 30)	\$	112.57	\$ 135.08
Regular Groups - 1 hour (1 pool only no slide)	\$	94.57	\$ 113.48
Regular Groups - 1 hour, both pools, more than 30, slide	\$	191.23	\$ 229.48
Cost of slide on top of hourly pool rental	\$	40.00	\$ 48.00
Non Prime -25% less of regular group rental rate			
Swim Club	\$	70.93	\$ 85.11
Early Morning Swim Club Shared pool (50% off rate)	\$	35.47	\$ 42.56
Additional Guard	\$		actual cost of staffing
Swim Passes			
Student/Senior Passes (12)	\$	44.20	\$ 53.04
Adult Passes (12)	\$	55.30	\$ 66.36
Family Passes (12)	\$	154.90	\$ 185.88

TKL USER FEES
SCHEDULE 'A' TO BY-LAW 22-058



COMPLEX (cont.)			
Birthday Parties - Pool			
All pools including slide			
12 children or less	\$	229.43	\$ 275.32
13-18 people	\$	243.43	\$ 292.12
19-24 people	\$	257.43	\$ 308.92
25-30 people	\$	271.43	\$ 325.72
31-40 people	\$	285.43	\$ 342.52
One pool only - no slide			
12 children or less	\$	175.74	\$ 210.89
13-18 people	\$	189.74	\$ 227.69
19-24 people	\$	203.74	\$ 244.49
25-30 people	\$	217.74	\$ 261.29
31-40 people	\$	231.74	\$ 278.09
Birthday Parties - Ice			
12 children or less	\$	188.18	\$ 225.82
13-18 people	\$	202.18	\$ 242.62
19-24 people	\$	216.18	\$ 259.42
25-34 people	\$	230.18	\$ 276.22
31-40 people	\$	244.18	\$ 293.02
Babysitters Course	\$	72.00	\$ 86.40
First Aid Courses			
Standard + CPR "C" + AED	\$	140.00	\$ 168.00
Standard + CPR "C" + AED (recert)	\$	87.00	\$ 104.40
Arena Rental Rates			
Prime Time - Adult	\$	140.57	\$ 168.68
Prime Time - Student	\$	105.43	\$ 126.51
Non Prime - Adult (25% discount)	\$	105.43	\$ 126.51
Non Prime - Student (25% discount)	\$	79.07	\$ 94.88
Last Minute Ice -50% discount of prime - Adult	\$	70.29	\$ 84.34
Last Minute Ice -50% discount of prime - Student	\$	52.71	\$ 63.26
Pick-up Hockey	\$	7.08	\$ 8.50
Pick-up Hockey Passes (12)	\$	70.80	\$ 84.96
Twoonie Skate	\$		1.77
Public Skate	\$		3.76
Family Skate	\$		8.85
Rec Figure Skate	\$		7.08
Storage Rooms			
Youth per square foot	\$	4.25	\$ 5.10
Adult per square foot	\$	6.00	\$ 7.20
Arena Storage Lockers	\$	100.00	\$ 120.00
Baseball Diamond Fees			
League Games - adult	\$	51.15	\$ 61.38
League game - youth	\$	37.61	\$ 45.13
TKL Baseball League (Team rate / 8 week season)	\$	309.75	\$ 371.70
Youth Ball (6 weeks)	\$	20.00	\$ 24.00
Room Rental (Blue Line, Arts & Crafts, Board Room)			
Per hour (+clean up)	\$	50.00	\$ 60.00
Per day (+clean up)	\$	125.00	\$ 150.00
Wooden Chair Rental	\$	1.00	\$ 1.20
Table Rental - on site only (per day)	\$	20.00	\$ 24.00
Local Service Club Meetings (non-profit)	\$	25.00	\$ 30.00
Arena Floor Rental Rates			
Non-profit Charitable Group	\$	254.46	\$ 305.35
(+ set up + clean up + staff)			
Local Commercial or Pubs-ticketed event	\$	875.67	\$ 1,050.80
(+ set up + clean up + staff)			
Out of Town Commercial Use	\$		1,803.88
Circus etc (+ set up + clean up + staff)			

TKL USER FEES
SCHEDULE 'A' TO BY-LAW 22-058



COMPLEX (cont.)			
Civic Park			
Non-profit Charitable Group (cost to public) (+ set up + clean up + staff)	\$	254.46	\$ 305.35
Local Commercial or Pubs - ticketed event (+ set up + clean up + staff)	\$	875.67	\$ 1,050.80
Non-profit Charitable Group (free to public) (+ set up + clean up + staff)			Actual
Private event (commercial or non-commercial) (+ set up + clean up + staff)			
Per Hour	\$	100.00	\$ 120.00
Per Day	\$	450.00	\$ 540.00
Baseball Field (per game)			
Adult	\$	51.15	\$ 61.38
Youth	\$	37.61	\$ 45.13
Pavillion no ice / hour			
Adult	\$	34.80	\$ 41.76
Youth	\$	26.10	\$ 31.32
Civic Ice / hour			
Adult	\$		52.72
Student	\$		37.61
Multi-Purpose Court			
Adult	\$	34.80	\$ 41.76
Youth	\$	26.10	\$ 31.32
Beach Volleyball Court			
Adult	\$		34.80
Youth	\$		26.10
Vendors (any location)			
Season vendor	\$	175.00	\$ 210.00
Per week	\$	15.04	\$ 18.05
Electricity usage (per season)	\$	25.00	\$ 30.00
Electricity per week	\$	4.35	\$ 5.22
Table rental for KLFM (per week)	\$	4.42	\$ 5.31
Locker Rentals			
3 Months - old changeroom	\$	50.00	\$ 60.00
1 Year - old changeroom	\$	100.00	\$ 120.00
3 Months - new changeroom	\$	60.00	\$ 72.00
1 year - new changeroom	\$	120.00	\$ 144.00
Ball Hockey			
Adults	\$	50.00	\$ 60.00
Students	\$	40.00	\$ 48.00
Day Camp			
1 child	\$	130.00	\$ 156.00
2 children	\$	234.00	\$ 280.80
3 children		N/A	
Day Rate			
1 child	\$	35.00	\$ 42.00
2 children	\$	63.00	\$ 75.60
3 Children		N/A	
Splash & Swim Days	\$	25.00	\$ 30.00
Memorial Benches			
	\$		1,769.91
Comercial business			
Per hour (+clean up)	\$	50.00	\$ 60.00
Per day (+clean up)	\$	125.00	\$ 150.00



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-084

BEING A BYLAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT WITH DON ADSHEAD TRUCKING LTD FOR THE SUPPLY & DELIVERY OF WINTER SAND, MIX AND STOCKPILE

WHEREAS the need for winter sand is required for the upcoming 2022/2023 winter season to meet Ontario's Ministry of Transportation Minimum Maintenance Requirements to ensure safety on the Town of Kirkland Lake roads and sidewalks;

AND WHEREAS public tender RFT-589-22 was called for the supply and delivery of winter sand, mix and stockpile commencing on September 1, 2022 and closed on September 21, 2022;

AND WHEREAS Council awarded RFT-589-22 to Don Adshead Trucking Ltd. on October 4, 2022 in the amount of \$37,818.00 plus HST;

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

- 1 **THAT** the Mayor and Municipal Clerk are hereby authorized to execute an agreement with Don Adshead Trucking Ltd. for the supply and delivery of winter sand, mix and stockpile for the 2022/2023 season, 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 4th DAY OF OCTOBER, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

SCHEDULE “A” to BY-LAW 22-084

DRAFT



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-085

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AMENDING AGREEMENT WITH FEDERAL ECONOMIC DEVELOPMENT AGENCY FOR NORTHERN ONTARIO (FEDNOR) FOR CANADA COMMUNITY REVITALIZATION PROGRAM FUNDING FOR IMPROVEMENTS TO CIVIC PARK

WHEREAS in the 2021 federal budget, the Government of Canada announced it would provide \$500 million over two years to Canada's regional development agencies (RDAs) to invest in shared and inclusive public spaces, helping to create the conditions and accessibility to stimulate local economies and bring Canadians back together once it is safe to do so;

AND WHEREAS staff submitted an application to the Canada Community Revitalization Fund in support of enhancements to Civic Park on July 20, 2021;

AND WHEREAS staff were notified on December 17, 2021 that the application was approved to a maximum of \$285,000.00;

AND WHEREAS FedNor had requested the signing of a Contribution Agreement;

AND WHEREAS Council authorized the execution of a Contribution Agreement through By-Law 22-008 with FedNor on January 11, 2022;

AND WHEREAS staff were notified on September 26, 2022 that due to supply chain delays, FedNor is presented the option of an extension to March 31, 2023 to the Community Revitalization Fund;

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

- 1 **THAT** the Mayor and Clerk be and they are hereby authorized to execute an amending agreement with the Federal Economic Development Agency For Northern Ontario (FedNor) for funding under the Canada Community Revitalization Fund of up to \$285,000 towards the expansion and improvement of Kirkland Lake's primary shared multi-purpose community space, Civic Park, a copy of which the amending agreement is attached and marked as schedule 'A' to this by-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 4th DAY OF OCTOBER, 2022.

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

SCHEDULE “A” to BY-LAW 22-085



19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

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

September 26, 2022

Project Number: 851-513789

Ms. Bonnie Sackrider
Director, Community Services
Corporation of the Town of Kirkland Lake
3 Kirkland Street, P.O. Box 1757
Kirkland Lake ON P2N 3P4

Dear Ms. Sackrider:

**Re: Civic Park Re-envisioning
Amendment Number: 1**

As a result of your request dated September 8, 2022, to extend the project completion date, FedNor is prepared to amend our Contribution agreement of December 17, 2021 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before October 1, 2021 (the "Commencement Date") and is completed on or before December 31, 2022 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before October 1, 2021 (the "Commencement Date") and is completed on or before March 31, 2023 (the "Completion Date").

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates:

b) Completion Date - December 31, 2022

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates:

b) Completion Date - March 31, 2023

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

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

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

Yours sincerely,

Perreault, Lucie  Digitally signed by Perreault,
Lucie
Date: 2022.09.26 10:06:23 -04'00'

Lucie Perreault
Program Director
Federal Economic Development Agency for Northern Ontario (FedNor)

Corporation of the Town of Kirkland Lake

Project Number: 851-513789

Amendment Number: 1

The foregoing is hereby accepted this _____ day of _____, _____.

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-086

**BEING A BY-LAW TO PROVIDE FOR ADVANCE VOTES TO BE HELD PRIOR TO
VOTING DAY AND TO PROVIDE FOR REDUCED HOURS OF VOTING IN
INSTITUTIONS AND RETIREMENT HOMES**

WHEREAS Section 43(1) of the Municipal Elections Act, S.O. 1996, as amended, provides that a municipal council shall pass a by-law establishing one or more dates for an advance vote, and the hours during which voting places shall be open on that date or dates;

AND WHEREAS Section 43(2) of the Municipal Elections Act, S.O. 1996, as amended, provides that the Clerk shall establish the date or dates on which advance votes are held, the number and location of voting places for advance votes and the hours during which the voting places shall be open;

AND WHEREAS Sections 45(7) and 45(8) of the Municipal Elections Act, S.O. 1996, as amended, the Clerk shall establish the hours in voting places in retirement homes or those institutions as defined in Section 45.(7) of the said Act, where the voting place is only for the use of the residents;

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

- 1 **THAT** Advance Votes for the 2022 Municipal and School Board Elections shall be held at the locations, dates and times shown on Schedule "A" attached hereto.
- 2 **THAT** Reduced Hours for voting places in Institutions and Retirement Homes for the 2022 Municipal and School Board Elections shall be as shown and detailed in Schedule "B" attached hereto.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 4th DAY
OF OCTOBER, 2022.**

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk

SCHEDULE “A” to BY-LAW 22-086

Advance Voting Days in the Town of Kirkland Lake for the 2022 Municipal & School Board Elections will be held as follows:

1. Advance Voting Day 1

Location: Royal Canadian Legion (1 Summerhayes Ave, Kirkland Lake, ON)
Date: Wednesday, October 5, 2022
Time: 3:00 PM to 8:00 PM

2. Advance Voting Day 2

Location: Royal Canadian Legion (1 Summerhayes Ave, Kirkland Lake, ON)
Date: Saturday, October 8, 2022
Time: 10:00 AM to 4:00 PM

3. Advance Voting Day 3

Location: Swastika Community Centre (30 Grenfell Ave, Swastika, ON)
Date: Tuesday, October 11, 2022
Time: 2:00 PM to 7:00 PM

SCHEDULE “B” to BY-LAW 22-086

Reduced Hours for voting places in Institutions and Retirement Homes in the Town of Kirkland Lake for the 2022 Municipal & School Board Elections will be as follows:

- 1. Election (Voting) Day – Extendicare (residents only)**
Date: Monday, October 24, 2022
Time: 10:00 AM to 11:30 AM*
- 2. Election (Voting) Day – Blanche River Health – Kirkland Lake Site
aka Kirkland District Hospital (LTC residents only)**
Date: Monday, October 24, 2022
Time: 1:00 PM to 2:00 PM*
- 3. Election (Voting) Day – Teck Pioneer Residence (residents only)**
Date: Monday, October 24, 2022
Time: 2:30 PM to 4:00 PM*

*If all eligible elector residents that chose to cast a ballot have had an opportunity to vote in [a] designated voting place[s] in an Institution[s] and/or Retirement Home[s], Election Officials will close [the] voting place[s] prior to the above-noted end time[s].



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

BY-LAW NUMBER 22-087

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS
REGULAR MEETING HELD OCTOBER 4, 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 4th DAY
OF OCTOBER, 2022.**

Pat Kiely, Mayor

Jennifer Montreuil, Municipal Clerk